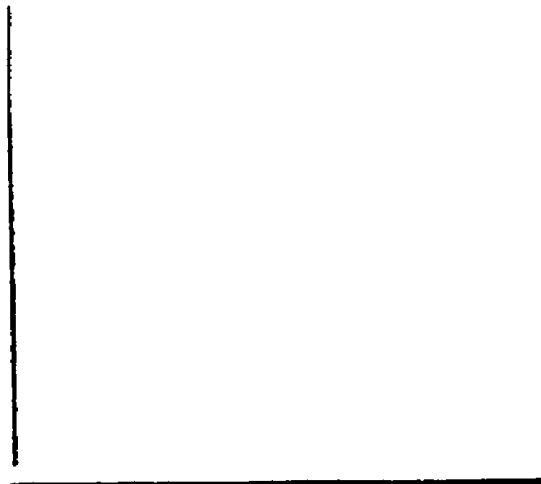


Box space reserved for Recorder's Office only.



Property of Cook County Clerk's Office #90909

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT - FIRST DISTRICT

CITY OF CHICAGO, a municipal corporation,

Plaintiff,

vs.

JAMES WINSTON, et al.

Defendants.

No. 95 MI 401594

Re: 4641 S. Vincennes Ave.

Room 1109

CONSENT DECREE

The plaintiff, the city of Chicago ("City"), a municipal corporation, by James L. Crowe, corporation counsel of the city of Chicago, and his assistant, and the defendant, Michael McNevin and Foster Properties Group, Ltd., acting X pro se or through counsel, hereby agree and stipulate to the Court's in personam jurisdiction over the parties and to the Court's in rem jurisdiction over the subject property commonly known as 4641 South Vincennes Avenue, Chicago, Illinois and identified by Permanent Index Number (PIN) 20-03-424-003 (the "subject building").

12

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

THIS MATTER coming before the Court for hearing, the parties having due notice when the hearing date was previously set, and the defendant desiring to resolve this case without a trial, **THE PARTIES HEREBY STATE THE FOLLOWING:**

1. Defendant is the record owner of the subject building by virtue of a tax deed issued 5/12/97, having full control over the subject building, and is legally authorized to enter into the consent decree without the participation of any other defendant to this lawsuit.
2. Defendant understands that the City's complaint charges defendant with violations of the Municipal Code of Chicago (MCC) and Illinois law.
3. Defendant understands that defendant has the right to plead not guilty and the right to a trial on the City's charges, but defendant wishes to waive that right and plead guilty. Defendant admits that the subject building is dangerous and unsafe and requires substantial reconstruction, and that the following violations of the MCC exist:
 - a. The subject building was found vacant and open, and is vacant and secure since 1996;
 - b. The exterior walls have open mortar joints;
 - c. The rear porch is weak, with rotting and missing materials;
 - d. The cashes, frames, doors and trim are broken;
 - e. The electric service is cut and fixtures broken or missing;
 - f. The plumbing fixtures are broken or missing;
 - g. The heating system is inoperable;
 - h. The interior plaster is cracked and broken;
 - i. The glazing is broken;

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

j. When assessing the vital systems of the building, its masonry, floors, walls, sashes, frames, doors, trim, stairs, plaster and glazing, the building has a 15% level of depreciation;

k. There is no sign on the building identifying the owner and manager of the subject building;

l. There is no watchman monitoring the subject building between the hours of 6:00 p.m. and 8:00 a.m.

These conditions violate Sections 13-12-125, 13-12-130, 13-12-140, 13-168-010 and following, 13-176-010 and following, 13-180-010 and following, 13-196-340 through 730, 14-8-010 through 14-72-010 and following, 4-332-010 and following, 11-8-010 and following of the MCC.

4. Defendant understands that upon defendant's pleading guilty and signing this consent decree there will not be a trial of any kind of the building code violations described in paragraph 3 of this consent decree, and that by pleading guilty defendant waives the right to a bench or jury trial and waives the right to be confronted with witnesses.
5. Defendant understands that there is a factual basis for this consent decree in that the City's inspectors inspected the subject building on 9/8/94 and other occasions including 2/24/98 and found the violations described in paragraph 3 to exist.
6. Defendant desires to settle this case and agrees to correct the building code violations described in paragraph 3 of this consent decree.

COMPLIANCE SCHEDULE

7. Defendant agrees and stipulates that in correcting the violations described in paragraph 3 of this consent decree all employees, agents and other persons working on defendant's

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

behalf will timely apply for and obtain all the permits required to perform the necessary work, and will apply for and obtain a Certificate of Occupancy if one is required, and that defendant and its employees and agents are solely responsible for obtaining the proper permits and for producing proof of the required permits upon the City's request.

8. Defendant agrees and stipulates that in correcting the violations described in paragraph 3 of this consent decree all necessary repair, renovation and construction will be done by licensed contractors and that the work shall meet or exceed the requirements of the MCC. Defendant further agrees that the determination of the extent of compliance with the MCC shall be made solely by the City's building inspectors. Defendant further agrees to allow the City's inspectors to conduct all necessary inspections (both interior and exterior) and to contact the City's inspectors at 312/744-7878 within one week of the completion date set forth in paragraph 9 of this consent decree to arrange for an inspection to determine the status of compliance with the provisions of the MCC.
9. To correct the violations of the MCC set forth in paragraph 3 of this consent decree, defendant shall start work by 3/25/98 and shall complete work by 9/1/98. The reconstruction of the subject building shall occur generally according to the following schedule:
 - a. The City issued permit #97-858407 on 9/26/97 covering all necessary reconstruction and rehabilitation work on the subject building;
 - b. As of 3/25/98, all roof repairs and masonry tuckpointing are completed, and new porches have been installed, and the exterior of the subject building is in substantial compliance with the MCC;
 - c. As of 3/25/98, all interior framing is completed;

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

- d. As of 3/23/98, all rough plumbing and electrical installation is completed;
- e. As of 3/23/98, all new windows are completely installed;
- f. Not later than 7/1/98, the installation of all necessary interior drywall and insulation will be completed;
- g. Not later than 9/1/98, the new heating and ventilation system will be completely installed, hooked up and operational;
- h. Not later than 9/1/98, all plumbing and electrical fixtures will be installed, including kitchen cabinets;
- i. Not later than 9/1/98, all trim carpentry will be completed and the subject building will be in substantial compliance with the MCC.

DEFENDANT'S OTHER OBLIGATIONS

- 10. Defendant agrees to pay, in addition to its own costs, all outstanding litigation costs incurred by the City to date in this action in the amount of \$660.00 instant, as evidenced by receipt number .
- 11. Defendant presently maintains insurance in the amount of \$2,000,000.00 on the subject building, sufficient to insure the City from and against any and all claims, demands and actions for personal injury, death or property arising from the subject building. Defendant further agrees to furnish or cause to be furnished to the City a certificate or certification of insurance evidencing the insurance required by this paragraph, issued by a company or companies reasonably satisfactory to the City, and in form and content reasonably satisfactory to this City.
- 12. Defendant agrees and stipulates that the subject building shall be monitored daily

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

and shall be surrounded by a secure fence until the completion date set forth in paragraph 9 of this consent decree.

13. Defendant agrees and stipulates that the subject building shall be maintained in a secure, sanitary and reasonably debris-free condition at all times and at defendant's own expense. If, at any time before the subject building is determined to be in substantial compliance with the MCC, the City's inspectors find that dangerous or unsafe or imminently hazardous conditions exist at the subject building, defendant shall, at its own expense, correct those conditions or cause them to be corrected within forty-eight (48) hours after receiving notice from the City. The City shall give notice of violations and/or unsafe conditions under this paragraph by facsimile transmission and U.S. Mail to one or more of the following persons:

Michael McNevin
Foster Properties Group, Ltd.
1507 E. 53rd St. - #300
Chicago, IL 60615
Tel: 773/ 624-3021
FAX: 773/ 624-2203.

- Defendant and those persons agree and stipulate that they shall not deny notice of any dangerous or unsafe conditions when the persons listed above have been contacted.
14. Defendant agrees to notify the City if, at any time before the subject building is determined to be in substantial compliance with the MCC, there is any change or modification in the ownership of the subject building, or if defendant ceases to have full control over the subject building for any reason whatsoever (including but not limited to the granting of a mortgage or other security interest in the subject building, the introduction of new investors in the building, receipt of a notice of sale of delinquent real

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

estate taxes, or the placement of the subject building in a land trust), or if any legal proceedings are instituted affecting defendant's ownership or ability to comply with this consent decree (including but not limited to assignments, bankruptcies, and liens on the property). Notice shall be given by facsimile transmission and U.S. Mail directed to:

Joan D. Boman
City of Chicago Law Department
30 North LaSalle St., Suite 700
Chicago, IL 60602
Telephone: 312/744-7683
Facsimile: 312/744-1034

REMEDIES AND PENALTIES

15. Should an unforeseeable independent act, force or occurrence or the like prevent or delay the completion of the work in the time scheduled in paragraph 9 of this consent decree, defendant shall, with notice to the City, petition the Court for an extension of time. The petition for an extension must be filed within ten (10) working days of the act causing the delay. Failure to apply for an extension within ten (10) working days shall constitute a waiver of this right to extend the time schedule and shall subject defendant to the penalties set forth in paragraph 16 of this consent decree.
16. If defendant fails to correct each of the violations of the MCC set forth in paragraph 3 of this consent decree according to the schedule set forth in paragraph 9, the penalty for violation of this consent decree will be:
- A. A fine of \$200.00 per day of violation commencing on the first day after the completion date stated in paragraph 9 of this consent decree, OR a fine of \$10,000.00, whichever is higher. AND/OR

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

- B. Upon motion of the City, a hearing as to why defendant should not be held in contempt of court and punished accordingly for violation of this consent decree;
AND/OR
- C. Upon motion of the City, the re-instatement of this case and the entry of any appropriate relief, including but not limited to an order of demolition of the subject building.

DISMISSAL

17. This case is dismissed subject to compliance with the terms of this consent decree. Each party waives its right to an appeal in this matter. This Court retains jurisdiction of this case to enforce the terms of this consent decree.
18. Either party may record this consent decree with the office of the Recorder of Deeds of Cook County or register it with the Cook County Registrar of Torts, as appropriate.

FOR THE DEFENDANT

Signature of defendant's attorney, if any

Printed name and address of defendant's attorney

Signature of defendant entering consent decree or owner of the subject building

Printed name and residential address of defendant or owner

Date: 3/25/98

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

FOR THE CITY OF CHICAGO

BRIAN L. CROWE, Corporation Counsel, City of Chicago (#90909)

By: Joan D. Boman

JOAN D. BOMAN, Assistant Corporation Counsel
30 N. LaSalle St., Suite 700
Chicago, IL 60602
312/744-7683

Dated: 3/25/98

ENTERED:

Date

Judge

JUDGE CURTIS LEASTON
MAR 25 1998
CIRCUIT COURT - 225

98401985

PAGE 5 OF 12

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

The Inland Marine Declarations and endorsements, if any, issued to form a part thereof, completes the Commercial Insurance Policy numbered as follows:

INLAND MARINE DECLARATIONS

BR 94355212



The Maryland

Guaranty Insurance Group

ASSURANCE COMPANY OF AMERICA
NEW YORK, NEW YORK 10038
A Stock Company

- (11) New Policy
(21) Renewal of

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.
THIS IS A COINSURANCE CONTRACT. Please read your policy.

1. Named Insured and Mailing Address:

Foster Properties Group, LTD.
1507 E. 53rd St. Suite 300
Chicago, IL 60615

2. Producer Information (complete A-E):

A) Name:
WALKER INSURANCE AGENCY, Inc.
666 Dundee Rd. ste 1203
Northbrook, IL 60062

3. Policy Period - From Effective Date Of: 5-16-97
To (check one): Continuous Reporting One Year From Effective Date
12:01 a.m. Standard Time at your mailing address above.

B) Telephone #: 847-291-1313
C) Maryland Producer #: 8295
D) HBIP Producer #: 2255370
E) Field Office Name:
F) Field Office Code:

4. Form of Business: Individual Partnership Corporation Joint Venture Other

5. Limits of Insurance (select either One-Shot or Reporting Form option below)

Reporting Form (continuous policy)			One-Shot (non-reporting form/single structure policy)		
			Property Location <u>4641 S. Vincennes Ave.</u> <u>Chicago, IL 60653</u>		
A) Any one structure	\$ 1,000,000		A) Any one structure	\$ <u>200,000.00</u>	
B) Property temporarily at any other premises	\$ 10,000		B) Property temporarily at any other premises	\$ 10,000	
C) Property in transit	\$ 25,000		C) Property in transit	\$ 25,000	
D) All covered property at all locations	\$5,000,000		D) All covered property at all locations (same as A unless otherwise noted)	\$	
E) Rate	Per Report		E) Rate	\$ <u>.34</u>	
F) Premium	Per Report		F) Premium	\$ <u>630.00</u>	
G) Tax (applicable in KY only)	Per Report		G) Tax (applicable in KY only)	\$	
H) Total Policy Premium	Per Report		H) Total Policy Premium	\$ <u>630.00</u>	

6. Deductible (minimum \$250 unless otherwise indicated): \$500 \$1,000 \$2,500 \$5,000 Other

7. Forms Applicable To All Coverage Parts (list other applicable state and/or HBIP forms; all required state forms applicable):

- | | |
|---|--|
| <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 40471 Builders Risk Coverage Form <input checked="" type="checkbox"/> 47681 Comm. Inland Marine Cov. Part <input checked="" type="checkbox"/> CM0001 Comm. Inland Marine Conditions <input checked="" type="checkbox"/> IL0017 Common Policy Conditions (IL0146 in WA) <input checked="" type="checkbox"/> 202769 Signature Page <input checked="" type="checkbox"/> 9H0003 FL Builders Risk Declarations <input checked="" type="checkbox"/> HBIP-1 Non-Reporting Endorsement <input checked="" type="checkbox"/> HBIP-4 Monthly Rate Endorsement | <ul style="list-style-type: none"> <input type="checkbox"/> HBIP-30 Mortgage Holders Clause <input type="checkbox"/> HBIP-35 Windstorm or Hail Exclusion <input checked="" type="checkbox"/> HBIP-37 Existing Building(s) or Structures Cov. <input type="checkbox"/> HBIP-39 Hydrostatic Water Pressure Endorsement <input type="checkbox"/> HBIS-40 Builders Risk Small Comm. Amendment (HBIP-40 in TX) <p>Other Forms:</p> |
|---|--|

Countersigned: _____ Date: 5/20/97

By: [Signature]
Authorized Representative

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS MUNICIPAL DEPARTMENT - FIRST DISTRICT

CITY OF CHICAGO,
A Municipal Corporation

Plaintiff,

vs.

Defendant(s)

NO. 15-111-40174

RE: [illegible]

DISMISSAL ORDER

THIS CAUSE COMING TO BE HEARD, the Court having Jurisdiction of the parties and subject matter and having heard evidence and testimony, and being fully advised in the premises,

THE COURT HEREBY FINDS that the subject premises do not meet substantial compliance [] full compliance with the Municipal Building Code, work having been performed under permit number 15000

IT IS HEREBY ORDERED that this cause is dismissed, defendant having paid fines of \$11.77
\$400.00
\$21.00
\$5.00
\$20.00
\$20.00
plaintiff's out of pocket expenses of \$11.77
\$400.00
\$21.00
\$5.00
\$20.00
\$20.00
and court costs of \$80.00 for a total of \$1140.00

in open court, as evidenced by receipt number(s) 3/25/98 10022

HEARING DATE:

Brian L. Crowe
Corporation Counsel

by: _____
Assistant Corporation Counsel
30 N. LaSalle, Suite 700
Chicago, IL. 60601
(312) 744-8791

JUDGE, ROOM 1109
JUDGE CURTIS HELM
MAR 25 1998
Circuit Clerk's Office

98401985 Page 11 of 12

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT-FIRST DISTRICT

*** LEGAL DESCRIPTION *** FRONT

RE: 4641 4641 S VINCENNES AV
PI# 20-03-424-003

FRONT

THE NORTH 25 FEET OF THE SOUTH 75 FEET OF LOT 10 IN SNOW AND
DICKINSON'S SUBDIVISION OF LOTS 5 AND 6 AND PART OF LOT 7 IN
WHITCOMB AND WARNER'S SUBDIVISION OF THE SOUTH 1/2 OF THE
SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF
SECTION 3, TOWNSHIP 38 NORTH, RANGE 14,
LYING EAST OF THE 3RD PRINCIPAL MERIDIAN
IN COOK COUNTY ILLINOIS

Property of Cook County Clerk's Office

98401985

Page 12 of 12

UNOFFICIAL COPY

Property of Cook County Clerk's Office