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

CATALINA BROWN,

Plaintiff,

v.

CITY OF CHICAGO, a municipal
corporation,

Defendant.

No: 99 M1 450144

99 JUL 25 PM 1:32

CITY OF CHICAGO, a municipal
corporation,

Counter-Plaintiff,

v.

CATALINA BROWN, CT&T, SUPERIOR BANK
FSB, BNC MORTGAGE CO. INC., C&C MGMT

Counter-Defendants.

Re: 5303 S. LAFLIN

CONSENT DECREE

Box # 410

The defendant/counter plaintiff, the City of Chicago ("City"), a municipal corporation, by Brian L. Crowe, corporation counsel of the City of Chicago, and his assistant, Scott Sachnoff, and the counter defendant Catalina Brown and C&C Mgmt ("Brown") by their attorney Leonard D. Litwin, 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 5303 S. Laflin and identified by Permanent Index Number (PIN) 20-08-314-002 with the following legal description:

LOTS 46 & 47 IN BLOCK 1 IN THE SUBDIVISION OF THE WEST ½ OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 38, NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

(the "subject building").

THIS MATTER coming before the Court for hearing, the parties having due notice when the hearing date was previously set, and defendants desiring to resolve this case without a trial,

THE PARTIES HEREBY STATE THE FOLLOWING:

1. Brown is the record owner of the subject building, having full control over the subject building, and is legally authorized to enter into this consent decree without the participation of any other parties to this lawsuit.
2. Brown understands that the City's counter complaint charges Brown with violations of the Municipal Code of Chicago (MCC) and Illinois law.
3. Brown understands that she has the right to plead not guilty and the right to a trial on the City's charges, but she wishes to waive that right and plead guilty. Brown admits that the subject building remains dangerous and unsafe and requires substantial reconstruction, and that the following violations of the MCC still exist:

There is uncompleted roofing, electrical, plumbing, heating, flooring, windows,

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and plastering on the site.

*. When assessing the vital systems of the front and rear buildings, its masonry, floors, walls, sashes, frames, doors, trim, stairs, plaster and glazing, the building had a 22% level of depreciation when originally inspected.

*. there is no sign on the building identifying the owner and manager of the subject building;

*. there is no watchman monitoring the subject building between the hours of 4:00 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. Brown understands that upon Brown' pleading guilty and signing this consent decree there will not be a trial of any kind on the building code violations described in paragraph 3 of this consent decree, and that by pleading guilty Brown waives the right to a bench or jury trial and waives the right to be confronted with witnesses.
5. Defendants understand that there is a factual basis for this consent decree in that the City's inspectors inspected the subject building on June 23, 1998, and other occasions including June 24, 1999, and found the violations described in paragraph 3 to exist.
6. Brown desires to settle this case and agrees to correct the building code violations described in paragraph 3 of this consent decree.

COMPLIANCE SCHEDULE

7. Brown agrees and stipulates that in correcting the violations described in paragraph 3 of this consent decree, all employees, agents and other persons working on Brown's 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 Brown 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. City acknowledges the existence of permit #98-881831 issued September 14, 1998. City further acknowledges that Brown has applied for rehabilitation financing with Loan Depot and is selling other properties she owns to finance rehabilitation of the subject property. Said financing and sales are expected to close by August 15, 1999. Within 14 days after any closing relating to the subject property, Brown shall transmit to the undersigned representative of the City, by facsimile or delivery, a copy of the applicable closing statement or loan commitment. In the event that either or none of the preceding events occur, the City may invoke any of the remedies specified in paragraph 16 below.
8. Brown 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. Brown further agrees that the determination of the extent of compliance with the MCC shall be made solely by the City's building inspectors. Brown 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 each and every 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, Brown shall complete work by **April 1, 2000**. The reconstruction of the subject building shall occur generally according to the following schedule:

- A. Affirmative repair work shall begin by no later than August 15, 1999.
- B. Roofing work shall be completed by no later than September 30, 1999.
- C. Plumbing, heating and electrical work commenced by no later than October 31, 1999.
- D. 50% completion of all work by no later than February 1, 2000.
- E. Substantial compliance/completion by **April 1, 2000**.

BROWN'S OTHER OBLIGATIONS

10. Brown 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 \$~~50.00~~, within 30 days of the entry of this order.
11. Brown agrees to maintain insurance sufficient to insure the City from and against any and all claims, demands and actions for personal injury, death or property damage in an amount not less than \$60,000.00, combined single limit.
12. Brown agrees and stipulates that the subject building shall be monitored daily until the completion date set forth in paragraph 9 of this consent decree.
13. Brown agrees and stipulates that the subject building shall be maintained in a secure, sanitary and reasonably debris-free condition at all times and at Brown's own expense. If,

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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, Brown 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 both of the following persons:

Leonara D. Litwin 205 W. Randolph Suite 1410 Chicago, IL 60606
(312) 704-4323 FAX

Catalina Brown 3558 S. Artesian Chicago, IL 60632

Brown 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. Brown 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 Brown 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 estate taxes or the placement of the subject building in a land trust), or if any legal proceedings are instituted affecting Brown's ownership or ability to comply with this consent decree (including but not limited to assignments, petitions for tax deed, bankruptcies, and liens on the property). Brown agrees to transmit to the City a copy of the recorded deed for the subject property showing him in title no less than 14 days from the entry of this order. Notice shall be

given by facsimile transmission and U.S. Mail directed to:

Scott Sachnoff
City of Chicago Law Department
30 North LaSalle St., Suite 700
Chicago, IL 60602
Telephone: 312/ 744-6979
Facsimile: 312/ 744-1054.

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, Brown 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 the 10 working days shall constitute a waiver of this right to extend the time schedule and shall subject Brown to the penalties set forth in paragraph 16 of this consent decree.
16. If Brown 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
 - B. Upon motion of the City, a hearing as to why Brown 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.
17. After the completion date set forth in paragraph 9 of this consent decree or any later date ordered by the court, or after the City's inspector determines that the subject building is in substantial compliance with the MCC, upon motion of Brown with notice to the City, the Court will enter an order with such a finding. Thereafter, the City shall issue the appropriate release.

DISMISSAL

18. This case is dismissed subject to compliance with the terms of this consent decree. Either party may record this order with the Cook County Recorder of Deeds. The court retains jurisdiction of this case to enforce the terms of this order. Each party waives its right to appeal.

FOR THE PLAINTIFF/COUNTER DEFENDANT.

Catalina Brown

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

Catalina Brown 3558 S. Arlesian Chicago, IL 60632
Printed name and present residential address of owner

Leonard D. Litwin

Signature of attorney for owner/contract seller of the subject building

Leonard D. Litwin 205 W. Randolph Suite 1410 Chicago, IL 60606 (312) 346-9733
Printed name and business address of attorney for owner of the subject building

Dated: June 25, 1999

FOR THE CITY OF CHICAGO

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

By:

Scott Sachnoff
SCOTT SACHNOFF, Assistant Corporation Counsel
30 N. LaSalle St., Suite 700
Chicago, IL 60602
312/744-6979

Dated: June 25, 1999

ENTERED:

Date June 25, 1999

Robert R. Retre
ROBERT R. RETRE, 205
JUDGE
JUN 25 1999
ENTERED
Office

Judge