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#90909

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

CITY OF CHICAGO, a municipal corporation,

Plaintiff,

vs.

SIDNEY E. KITTS, et. al.,

Defendants.

No. 94 M1 407283

Re: 5933 S. Indiana

99 JAN 26 PM 1:33

CONSENT DECREE

The 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 defendant/intervenor Timothy P. Reed. ("Reed"), pro se, 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 5933 S. Indiana and identified by Permanent Index Number (PIN)

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20-15-303-016 with a legal description of :

LOTS 14 (EXCEPT THE SOUTH 20 FEET) AND LOT 13 (EXCEPT THE NORTH 10 FEET) IN BLOCK 1 IN JAMES BALTON'S SUBDIVISION OF BLOCK 1 IN SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST 1/4 OF SECTION 15, 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 on Reed's petition to intervene, the parties having due notice, and the intervenor/defendant desiring to resolve this case and prevent the City's demolition of the subject building, **THE PARTIES HEREBY STATE THE FOLLOWING:**

1. Intervenor/defendant Reed 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 intervenor/defendant to this lawsuit.
2. Intervenor/defendant understands that the City's complaint charged that violations of the Municipal Code of Chicago (MCC) and Illinois law existed at the subject building.
3. Intervenor/defendant 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 electrical and heating systems in the building;

there is some uncompleted drywall and rear masonry work needs to be done at the building;

*. When assessing the vital systems of the building, its masonry, floors, walls, sashes, frames, doors, trim, stairs, plaster and glazing, the building had an 18% level of depreciation when the case was originally filed, however there has been work done to various aspects of the building since the time of the filing of

this case.

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

These conditions violate Sections 13-12-125, 13-12-130, 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. Intervenor/defendant acknowledges the existence of the above violations and that by signing this consent decree there will not be a hearing of any kind on the building code violations described in paragraph 3 of this consent decree, and that by pleading guilty there will be a stay of execution of the order of demolition entered on January 7, 1997, against the subject building until further order of Court based on intervenor/defendant's performance of the compliance schedule and other obligations set forth in this consent decree.
5. Intervenor/defendant understands that there is a factual basis for this consent decree in that the City's inspectors inspected the subject building on September 12, 1996, and other occasions including January 25, 1999, and found the violations described in paragraph 3 to exist.
6. Intervenor/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. Intervenor/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 intervenor/defendant'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 intervenor/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. City acknowledges that Reed has entered into a subordination agreement with the City and has refinanced the subject property and paid off in full former mortgagee Neighborhood Lending Services, Inc., and has paid the real estate taxes on the subject property current.

8. Intervenor/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. Intervenor/defendant further agrees that the determination of the extent of compliance with the MCC shall be made solely by the City's building inspectors. Intervenor/defendant further agrees to allow, arrange for and accomplish by the City's inspectors, all necessary inspections (both interior and exterior) and to contact the City's inspectors at 312/744-7878 within one week of all dates 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, Intervenor/defendant shall complete all necessary work by **June 1, 1999**. The reconstruction of the subject building shall occur generally according to the following

schedule:

- A. Apply for and obtain all necessary permits by no later than March 1 , 1999;
- B. Commence installation of new rear masonry at the subject building by no later than March 16, 1999.
- C. 50% completion of all rehab work remaining to be done as of the date of the entry of this order by no later than May 10, 1998
- D. Substantial compliance/completion by June 1, 1999 .

INTERVENOR/DEFENDANT'S OTHER OBLIGATIONS

- 10. Intervenor/defendant agrees to pay the City's litigation costs in the amount of \$645.00 by no later than 45 days from the entry of this order.
- 11. Intervenor/defendant agrees to maintain insurance and has current liability coverage via binder 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 \$100,000.00 ,combined single limit. Intervenor/defendant shall furnish to the City a certificate or certificates 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 within 30 days of the entry of this order.
- 12. Pursuant to the Municipal Code of Chicago, Illinois, Ch. 13-12-140, intervenor/defendant agrees and stipulates the subject building shall have a guard on the premises, to wit., one Christopher Bankston with a phone number of (773) 667-0472 and said guard to be maintained until the completion date set forth in paragraph 9 of this consent decree.
- 13. Intervenor/defendant agrees and stipulates that the subject building shall be maintained in a

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secure, sanitary and reasonably debris-free condition at all times and at **99154765** Page 6 of 9

intervenor/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, intervenor/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 U.S. Mail to the following person:

Timothy P. Reed
5791 E. Whitecap
Las Vegas, NV 89110
AND
5933 S. Indiana
Chicago, IL 60637

Intervenor/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. Intervenor/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 intervenor/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 estate taxes or the placement of the subject building in a land trust), or if any legal proceedings are instituted affecting intervenor/defendant'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). 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, intervenor/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 the 10 working days shall constitute a waiver of this right to extend the time schedule and shall subject intervenor/defendant to the penalties set forth in paragraph 16 of this consent decree.
16. If intervenor/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
 - B. Upon motion of the City, a hearing as to why intervenor/defendant should not be held in contempt of court and punished accordingly for violation of this consent

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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 the removal of the stay of execution of the demolition order against 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 intervenor/defendant with notice to the City, the Court will enter an order making such a finding.

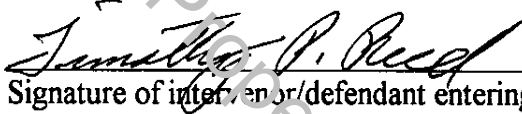
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DISMISSAL

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 Intervenor/defendant



Signature of intervenor/defendant entering consent decree/owner of the subject building

Timothy P. Reed 5791 E. Whitecap Las Vegas, NV 89110 AND 5933 S. Indiana Chicago, IL 60637 (702) 437-3682

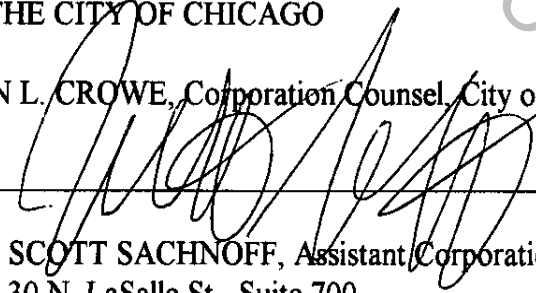
Printed address of intervenor defendant

Dated: January 26, 1999

FOR THE CITY OF CHICAGO

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


By: _____


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

JUDGE CURTIS HEASTON
JAN 26 1999
CIRCUIT COURT-225

Dated: January 26, 1999

ENTERED:

 1-25-99

Date January 26, 1999