

RECORD

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1999-02-22 08:38:48
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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT - FIRST DISTRICT

CITY OF CHICAGO, a municipal corporation,)

Plaintiff,)

No. 97 M1 403703

v.)

Re: 112-16 S. St. Louis

PSM Development Corporation, et al.)

Defendants.)

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, Susan M. Johlke, Assistant Corporation Counsel, and the defendant-owner Providence St. Mel Development Corporation, acting 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 112-16 S. St. Louis, Chicago, Illinois and identified by Permanent Index Number (PIN) 16-14-204-022/-023/-024 (the "subject building") and legally described as follows:

Lots 1-3 and the 10 feet private alley lying west of and adjoining said lots in the resubdivision of Lots 1 to 6 of Block 3 of Central Park Addition to Chicago, being that part of the west 1/2 of the northeast 1/4 of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

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 and prevent the City's demolition of the subject building, **THE PARTIES HEREBY STATE THE**

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FOLLOWING:

1. Defendants are the record owners of the subject building, having full control over the subject building, and are legally authorized to enter into this consent decree without the participation of any other defendant to this lawsuit.
2. Defendant/s understands that the City's complaint charges defendant/s with violations of the Municipal Code of Chicago ("the Code") and Illinois law.
3. Defendant/s agree that he City has alleged that the subject building consists of a three story residential building of ordinary construction which remains dangerous and unsafe and requires substantial additional reconstruction. Defendant agrees that the City further alleges that the following violations of the Code still exist:
 - A. The exterior of the building requires additional repair to the masonry, roof, and windows.
 - B. The interior of the property is gutted and requires interior partitions, new drywall, and the framing of partitions.
 - C. The interior requires new plumbing and electrical systems.
4. Defendant/s understands that the City will not pursue trial on its original complaint, seeking, inter alia, authorization to demolish the subject property unless there is further order of Court based on defendant's failure to comply with the compliance schedule and other obligations set forth in this consent decree.
5. Defendant desires to settle this case and agrees to perform work to remedy the alleged building code violations described in paragraph 3 of this consent decree.

COMPLIANCE SCHEDULE

6. Defendant agrees and stipulates that in correcting the alleged violations described in paragraph 3 of this consent decree all employees, agents and other persons working on 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 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.
7. Defendant agrees and stipulates that in correcting the alleged 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 Code. Defendant further agrees that the determination of the extent of compliance with the Code shall

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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 8 of this consent decree to arrange for an inspection to determine the status of compliance with the provisions of the Municipal Code.

8. To correct the alleged violations of the Code set forth in paragraph 3 of this consent decree, defendant shall start work immediately upon receipt of proper permits and shall complete all work required under this consent decree by June 15, 1999. Defendant agrees to the following conditions:

a. Defendant agrees to post a watchman at the site every day between the hours of 4:00 p.m. and 8:00 a.m. until the building is either razed or occupied.

b. Defendant agrees to keep the building secured at all times not directly monitored by a watchman.

c. Defendant agrees to bring the building into substantial compliance with the Municipal Code no later than June 15, 1999.

Defendant acknowledges that he needs to apply for all proper permits and hereby tenders to the City permit #98-873958 for deconversion, existing masonry work, windows, doors, stairs, new finished throughout, new plumbing and heating, and electrical work per plans.

Further, defendant agrees to call the Department of Buildings inspector for an interior inspection no later than December 15, 1998, February 15, 1998, and at or about the time of completion in June 1999.

DEFENDANT'S OTHER OBLIGATIONS

9. 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 \$495.00, no later than November 21, 1998, and provide proof to the Assistant Corporation Counsel of payment.

10. Defendant 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 \$50,000.00, combined single limit. Defendant further agrees to furnish or cause to be furnished 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.

11. Defendant agrees and stipulates that the subject building shall be monitored daily and shall be surrounded by a secure fence until the completion date set forth in paragraph 8 of this consent

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decree.

12. 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 Code, 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 seventy-two (72) 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:

Mayer, Brown & Platt
Theresa A. Canady, Esq.
190 S. LaSalle Street
Chicago, IL 60603-3441
(312) 701-8426 telephone
(312) 706-8610 facsimile

Defendant agrees and stipulates that he shall not deny notice of any dangerous or unsafe conditions when the persons listed above have been contacted.

13. Defendant agrees to notify the City if, at any time before the subject building is determined to be in substantial compliance with the Code, 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, 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:

Susan Johlle, Esq.
City of Chicago Law Department
30 North LaSalle St., Suite 700
Chicago, IL 60602
(312) 744-6472 phone
(312) 744-1054 fax

REMEDIES AND PENALTIES

14. Should an act of God or other causes beyond the control of Provident St. Mel Development Corporation reasonably prevent or delay the completion of the work in the time scheduled in

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paragraph 8 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 the 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 15 of this consent decree.

15. If defendant fails to correct each of the violations of the Code 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. The right of the City to petition the court for entry of fines as provided for in the Municipal Code for violation of this consent decree, AND/OR

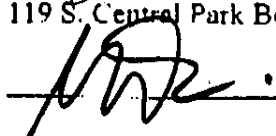
B. Upon motion of the City, a hearing as to why defendant should not be held in contempt of court and punished accordingly for violation of this consent decree based upon either violation of the final scheduled completion date for substantial compliance AND/OR

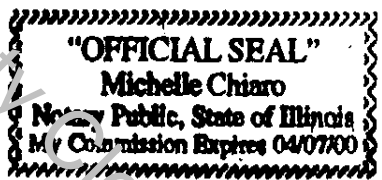
C. Upon motion of the City, the re-instatement of this case and the entry of any appropriate relief, including but not limited to fines for non-compliance with the Building Code and the reinstatement of the original complaint seeking authorization to demolish the property.

16. This case is dismissed subject to compliance with the terms of this consent decree.

FOR THE DEFENDANT


Perry Ecton, Executive Director
for President St. Mel Development Corporation
119 S. Central Park Boulevard, Chicago, IL 60624


BRIAN L. CROWE, Corporation Counsel
Susan Jochic, Assistant Corporation Counsel



JUDGE RASTIAN T. PATTI

NOV 04 1998

Circuit Court - 1663

ENTERED: