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#90909

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

CITY OF CHICAGO, a municipal corporation,)	
)	
Plaintiff,)	No. 98 M1 401274
)	
v.)	Re: 1569 South Kedzie
DALILA AGOSTO, 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, John Adolph, Assistant Corporation Counsel, and the defendant-owner, Raafat M. Arman, 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 1569 South Kedzie, Chicago, Illinois and identified by Permanent Index Number (PIN) 16-24-106-009 (the "subject building") and legally described as follows:

LOT 12 IN SUBDIVISION OF LOTS 27 & 36, BOTH INCLUSIVE, AND VACATED ALLEY IN REAR OF SAID LOTS IN BLOCK 4 IN DOUGLAS PARK ADDITION TO CHICAGO IN SECTIONS 23 & 24, 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 FOLLOWING:**

1. Defendant 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 defendant to this lawsuit.

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2. Defendant understands that the City's complaint charges defendant with violations of the Municipal Code of Chicago ("the Code") and Illinois law.
3. Defendant agrees that the subject building remains dangerous and unsafe and requires substantial additional reconstruction, and that the following violations of the Code still exist:
 - a. The subject building is vacant and currently unusable as a residential property.
 - b. The subject building's interior, including the flooring and drywalling, is incomplete.
 - c. The subject building's electrical, heating, and plumbing systems are all incomplete and inoperable.

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 Code.

4. Defendant understands that the City will not pursue its previously-granted authorization to demolish the subject property unless there is further order of Court based on defendants' failure to comply with the compliance schedule and other obligations set forth in this consent decree.
5. Defendant understands that there is a factual basis for this consent decree in that the City's inspectors inspected the subject building most recently on October 16, 1998, and the violations listed in paragraph three were found 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 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 his employees and agents are solely responsible for obtaining the proper permits and for producing proof of the required permits upon the City's request.

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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 Code. Defendant further agrees that the determination of the extent of compliance with the Code 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 City's Municipal Code.
9. To correct the violations of the Code set forth in paragraph 3 of this consent decree, defendants shall continue their progress and shall complete all work by **FEBRUARY 15, 1999**. Defendant acknowledges the need to apply for and receive all necessary building permits. Defendant further agrees to provide proof of receipt of the proper permit(s) to the below-referenced Assistant Corporation Counsel when proper permits are obtained.

Further, defendant agrees to call the assigned Department of Buildings inspector for an interior inspection no later than **JANUARY 1, 1999**, and again no later than **FEBRUARY 15, 1999** for a final interior inspection.

DEFENDANTS 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 \$234.00, no later than **DECEMBER 1, 1998**, and provide proof to the below-referenced Assistant Corporation Counsel of payment.
11. 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.
12. 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 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 Code, the City's inspectors find that dangerous or unsafe or imminently

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hazardous conditions exist at the subject building, defendant shall, at his 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:

Raafat M. Arman
Arman Development Corporation
1854 West 18th Street
Chicago, IL 60608
(312) 226-2727 (PH)
(312) 226-0672 (FAX)

Defendant agrees and stipulates that it shall not deny notice of any dangerous or unsafe conditions when the person 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 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:

John Adolph
City of Chicago Law Department
30 North LaSalle St., Suite 700
Chicago, IL 60602
(312) 742-0343 phone
(312) 744-1054 fax

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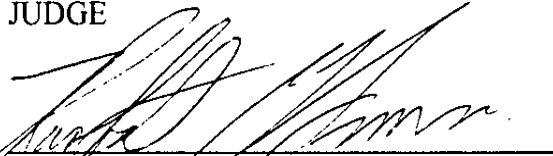
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REMEDIES AND PENALTIES

15. Should an act of God 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 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 16 of this consent decree.
16. If defendant fail 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. A fine of \$200.00/per day of violation commencing on the first day after either the interim work completion dates or the final scheduled completion date stated in paragraph 9 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 or the violation of any of the intermediate completion dates outlined in paragraph 9 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 fines for non-compliance with the Building Code and the reinstatement of the City's demolition authority.
17. This case is dismissed subject to compliance with the terms of this consent decree.

JUDGE



Raafat M. Arman, defendant-owner



BRIAN L. CROWE, Corporation Counsel
By John Adolph, his Assistant

JUDGE SEBASTIAN T. PATTI

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Circuit Court - 1663