Hearing Date: 6/12/2024 10:00 AM - 10:05 AM
Location: <<CourtRoomNumber>>
Judge: Calendar, Y

FILED DATE: 5/31/2024 6:19 PM 2022L010246

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COOK COUNTY, IL
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#40058

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

30 DEGREE DESIGN LLC,	)	
an Illinois Limited Liability Company,	)	
BRAD BEHMER, an individual,	)	
KENNETH MAYLE, an individual,	)	
	)	
Plaintiffs,	)	**Case No. 2022 L 010246**
and	)	
	)	**Cal. I**
GP OPPORTUNITY FUND, LLC,	)	
an Illinois Limited Liability Company,	)	
	)	
Defendants.	)	

CORRECTED MOTION TO STRIKE AND DISMISS AFFIRMATIVE DEFENSES

NOW COMES Plaintiffs, 30 DEGREE DESIGN LLC, BRAD BEHMER, AND KENNETH MAYLE by and through their attorneys of WEISS ORTIZ, P.C., and pursuant to 735 ILCS 5/2-615 for their Motion to Strike Defendant GP OPPORTUNITY FUND's ("Defendant GP" or "GP") Affirmative Defenses to Plaintiff's Third Amended Complaint,[1] Plaintiffs respectfully state as follows:

INTRODUCTION

This matter arises from a dispute regarding a lease agreement between the parties, which Defendant GP OPPORTUNITY unfortunately breached, leading to extensive damages to Plaintiffs. The Lease Agreement is attached hereto as **Exhibit A**. Furthermore, continued negligence on the part of GP OPPORTUNITY and THE CITY OF CHICAGO exacerbated the Plaintiff's damages.

[1] The Verified Answer and Affirmative Defenses are attached hereto as **Exhibit B**.

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First, Defendant GP's Affirmative Defenses must be stricken because none of the defenses cite to any authority in support thereof. *See* **Exhibit B**. *People v. Ward*, 215 Ill. 2d 317, 332, 830 N.E.2d 556 (2005) the court held that a ("point raised in a brief but not supported by citation to relevant authority * * * is therefore forfeited"); *In re Marriage of Bates*, 212 Ill. 2d 489, 517, 819 N.E.2d 714 (2004) ("A reviewing court is entitled to have issues clearly defined with relevant authority cited."); *Roiser v. Cascade Mountain, Inc.*, 367 Ill. App. 3d 559, 568, 855 N.E.2d 243 (1st Dist. 2006) (by failing to offer supporting legal authority or any reasoned argument, [the party] waives consideration … of their theory).

Second, the Court should strike Defendant's Affirmative Defenses enumerated below for the following reasons: (1) Ratification - is wholly factually insufficient; (2) Consent/waiver/estoppel - is wholly factually insufficient; (3) Plaintiff's own acts, is not a legal affirmative defense as it is legally insufficient; and (4) Indemnification – is legally insufficient as it relies on an unenforceable clause of the contract arising from Defendants' own breaches and negligence.

STANDARD

> Section 2-615. Motions with respect to pleadings states:
> (a) All objections to pleadings shall be raised by motion. The motion shall point out specifically the defects complained of, and shall ask for appropriate relief, such as: that a pleading or portion thereof be stricken because substantially insufficient in law, or that the action be dismissed, or that a pleading be made more definite and certain in a specified particular, or that designated immaterial matter be stricken out, or that necessary parties be added, or that designated mis joined parties be dismissed, and so forth.
> (b) If a pleading or a division thereof is objected to by a motion to dismiss or for judgment or to strike out the pleading, because it is substantially insufficient in law, the motion must specify wherein the pleading or division thereof is insufficient.

735 ILCS 5/2-615

Affirmative defenses

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> Section 5/2-613(d) states: The facts constituting any affirmative defense, such as payment, release, satisfaction, discharge, license, fraud, duress, estoppel, laches, statute of frauds, illegality, that the negligence of a complaining party contributed in whole or in part to the injury of which he complains, that an instrument or transaction is either void or voidable in point of law, or cannot be recovered upon by reason of any statute or by reason of non-delivery, want or failure of consideration in whole or in part, and any defense which by other affirmative matter seeks to avoid the legal effect of or defeat the cause of action set forth in the complaint, counterclaim, or third-party complaint, in whole or in part, and any ground or defense, whether affirmative or not, which, if not expressly stated in the pleading, would be likely to take the opposite party by surprise, must be plainly set forth in the answer or reply.

735 ILCS 5/2-613(d)

"An affirmative defense is one in which the defendant gives color to his opponent's claim but asserts new matter which defeats an apparent right in the plaintiff's cause. A motion to strike an affirmative defense pursuant to section 2-615 of the Code challenges the legal sufficiency of the affirmative defense. In order to set forth an affirmative defense, sufficient facts must be alleged to satisfy each element of the affirmative defense. When determining the sufficiency of any claim or defense, the court will disregard any conclusions of fact or law that are not supported by allegations of specific fact." *U.S. Bank National Association v. Gagua*, 2020 IL App (1st) 190454, ¶34 (quoting *Hartmann Realtors v. Biffar*, 2014 IL App (5th) 130543, ¶20.

ARGUMENT

I. ALL AFFIRMATIVE DEFENSES ARE FACTUALLY OR LEGALLY INSUFFICIENT AND SHOULD BE STRICKEN

A. The Affirmative Defense of Ratification Lacks any Allegations to Satisfy the Elements of Ratification.

A motion to dismiss pursuant to section 2-615 of the Illinois Code of Civil Procedure attacks the sufficiency of the [pleading], on the basis that, even assuming the allegations of the complaint to be true, the complaint does not state a cause of action that would entitle the plaintiff to relief. *Id.*

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Here, Defendant GP makes vague allegations with regard to Plaintiff's "actions" in continuing to possess the premises but fails to address the fact that Defendant was in breach of contract by failing to mitigate the deficiencies which were clearly outlined in the lease agreement. Defendant GP did not cite any subsequent conversations between Defendants and Plaintiffs as to the deficiencies of the premises. For instance, People's Gas refused to start gas service to Property due to gas piping modifications made by GP, which caused inadequate supply to the main room heaters. As a result of the lack of heat, the water pipes burst in various places in the warehouse unit causing cracking and water leakage. Plaintiffs have made adequate and sufficient written requests for GP to provide repairs pursuant to paragraphs 9(B) and 23 of the Lease, however, GP failed to adhere to the requests. The image of the broken water pipes is attached hereto as **Exhibit C**. Therefore, Defendant's First Affirmative Defense is legally deficient and should be stricken.

B. Consent/Waiver/Estoppel/Acquiescence are Factually and Legally Insufficient as they are Lumped Together and Lack the Proper Elements.

"Waiver and estoppel are two separate equitable defenses. They must be proved separately by the party asserting them by clear, unambiguous evidence. Estoppel arises when one party changes his position in reliance on the word or conduct of another and subsequently suffers harm. *Like Ruiz v. Cal-Ful Condominium Ass'n.*, 2019 Il. App. (1st) 181734 ¶ 21. Before estoppel can be found there must be prejudice resulting to the party claiming it since estoppel arises to prevent injustice, because Plaintiff did not knowingly represent or conceal material facts. On the other hand, Waiver involves the intentional relinquishment of a known right." *Illinois Rockford Corp. v. Dickman*, 167 Ill. App. 3d 113, 115, 520 N.E. 2d 1184, 1185 (1st Dist. 1988). Furthermore:

> "Waiver is defined as the intentional relinquishment of a known right. Waiver may be made by an express agreement, or it may be implied from

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> the conduct of the party who is alleged to have waived a right. Implied waiver of a legal right must be proved by a clear, unequivocal, and decisive act of the party who is alleged to have committed waiver … An implied waiver may arise where a person against whom the waiver is asserted has pursued such a course of conduct as to sufficiently evidence an intention to waive a right or where his conduct is inconsistent with any other intention than to waive it…. Under Illinois law a contracting party may waive provisions beneficial to it or waive strict compliance by conduct or actions indicating that strict compliance with a particular provision will not be required."

In re Krueger, 192 F.3d 733, 735 (7th Cir. 1999) *citing* to Illinois law, *Ryder v. Bank of Hickory Hills*, 146 Ill. 2d 98 (1991).

Here, Plaintiffs did not waive the requirements of Defendant GP's performance of any of the clauses in the lease agreement, including Paragraph 9 (*see* **Exhibit A Pg. 2-3**), which reads as follows:

> Maintenance Repairs and Replacements. Tenant and Landlord shall share in the maintenance of the premises. However if it is found that any damage is caused by Tenant and such damage is not covered by insurance carried by Tenant, the Tenant will be responsible for all replacements or repairs.
>
> A. Tenant. Tenant shall maintain repair or replace the interior space of the unit, including all plumbing fixtures, lighting fixtures, mezzanine furnace, mezzanine air conditioner, hot water heaters, wall surfaces, floors, garage door and any alterations, additions or improvements.
> B. Landlord. Landlord shall maintain, repair or replace, with exception to Tenant caused damages, the exterior of the premises, including roof, exterior walls, and access to utility services, water, gas and electricity." *Id.*

Additionally, pursuant to Paragraph 29(B) of the Lease: the Landlord will present the Tenant with replacement lighting no later than November 1, 2021. *See* **Exhibit A Pg. 5 Para. 29(B) .** Defendant GP baselessly argues that Plaintiffs consented to Defendants' breach of the above by remaining on the premises, however Plaintiffs repeatedly attempted to communicate the deficiencies with Defendant and stopped paying rent as of February 2023. Therefore, Plaintiffs did not waive, consent, or acquiesce to Defendant's breach of the Lease Agreement and Defendant's Second Affirmative Defense should be stricken.

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C. The Third Affirmative Defense – "Plaintiff's Own Acts" – Is Legally Insufficient because the Law Provides No Such Affirmative Defense and Must be Stricken.

Defendant GP further argues that Plaintiffs claims are barred due to its own actions and negligence, improper use of the premises, illegal operation of a public place of amusement, failure to provide accurate or complete information regarding the condition of the premises and misrepresentation about the intended and continued use or occupancy of the premises, among other acts.

In Illinois there is no case, or law that allows for this made-up affirmative defense. Nevertheless, Defendant's factual arguments are false. Plaintiffs informed Defendant GP regarding the state of the premises, including Defendant's failure to provide and/or maintain a working smoke detector and/or automatic extinguishment system/sprinkler system. Furthermore, Plaintiffs took actions themselves to make improvements to the premises when Defendant GP would not. Plaintiffs spent approximately $2,300 in repairs to the rollup garage door which was damaged by a car accident which occurred in January 2022 after providing sufficient written request to Defendant GP pursuant to paragraph 23 of the Lease regarding the damage to the door.

Defendant GP cannot now claim that Plaintiff's claims are barred based on their own actions when Plaintiff has notified Defendant of damages and deficiencies to the property, taken actions on their own to improve conditions of the premises and notified Defendant of the same. Therefore, Defendant's Third Affirmative Defense should be stricken.

D. The Fourth Affirmative Defense of Indemnification – Is Factually and Legally Insufficient and Lacks the Proper Elements.

Defendant GP believes that they are indemnified from their own breach of contract, quiet enjoyment, and negligence due to Section 16 of the Lease Agreement, **Exhibit A Pg. 4**. The language of Section 16 reads as follows:

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> INDEMNITY REGARDING USE OF THE PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorneys fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, *except Landlord's act or Negligence*. (Emphasis added).

Here, the above clause is intended to indemnify Landlord from Tenants' negligence and or acts against third parties; not to indemnify Defendant's from their own volatile acts. *See Pierre Condo Ass'n. v. Lincoln Park West*, 378 Ill. App. 3d 770 (1st Dist. 2007). Plaintiffs are precisely claiming that the damage to the premises was based on Defenant's negligence. Pursuant to the Lease, GP owed a duty to Plaintiffs to maintain, repair or replace the exterior of the premises, including the roof, exterior walls and access to utility services water, gas, and electricity. *See* **Exhibit A Pg. 2-3 Para. 9(B).** Additionally, GP owed a duty to Plaintiffs to present Plaintiffs with replacement lighting by November 1, 2021. *Id.* Pursuant to fire safety codes and regulations, GP owed a duty to Plaintiffs to provide and maintain working smoke detectors, automatic extinguishment system/sprinkler system. GP knew of certain latent defects on the premises. GP knew lighting was defective at the time of the execution of the Lease and promised replacement lighting by November 1, 2021, pursuant to the Lease for which it failed to do. *Id.* GP was issued various ordinance violations over the course of the Lease which Defendants failed to correct and thus knew of defects on the Property. The list of ordinance violations is attached hereto as **Exhibit D.** GP breached its duty owed to Plaintiffs by failing to provide and/or maintain and/or repair and/or replace mechanical systems including but not limited to heat, lighting, gas, electric, plumbing, drainage, smoke detectors, automatic extinguishment system/sprinkler system, ventilation as well as roof, exterior walls, and exterior premises. GP's breach as set forth above ultimately caused and/or contributed to the fire. Furthermore, Plaintiffs were unable to mitigate

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the damages to the premises due to the fact that they were unable to obtain insurance for the premises because of Defendant's negligence and open violations issued by the City. *Id.*

Therefore, Defendant's Fourth Affirmative Defense is factually and legally insufficient and must be stricken.

WHEREFORE, Plaintiffs 30 DEGREE DESIGNS, LLC, BRAD BEHMER and KENNETH MAYLE request that this Honorable Court strike Defendant's Affirmative Defenses to Plaintiff's Third Amended Complaint and for any further relief that this Court deems just and appropriate.

Respectfully Submitted,

By: /s/Adeena Weiss Ortiz
Attorney for Plaintiffs

VERIFICATION

Under penalties as provided by law pursuant to Section 735 ILCS 5/1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to the matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that she verily believes the same to be true.

* * * * * FURTHER AFFIANT SAYETH NOT * * * * *

/s/ BRAD BEHMER Individually

/s/ KENNETH MAYLE Individually and
for 30 DEGREE DESIGN, LLC.

WEISS ORTIZ P.C.
1011 E. 31st Street
La Grange Park, Illinois 60526
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Initials: BB KM
Brad Behmer Kenneth Mayle

COMMERCIAL LEASE
4714A West Lake Street

This Lease Agreement (this "Lease") is dated as of September 17th, 2021, by and between GP Opportunity Fund LLC ("Landlord"), and Brad Behmer ("Tenant") with Kenneth Mayle as a personal guarantor ("Guarantor"). The parties agree as follows:

1. PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 13,000 sqft industrial unit at 4714A W Lake St (the southern half of PIN 16-10-301-011) in Chicago, IL 60644 (the "Premises").

2. USE OF PREMISES. Tenant agrees that it shall use the Premises for business offices, storage of materials and equipment, and manufacturing of home decor and other artistic objects. Tenant represents and warrants that the foregoing use of the Premises is allowed by all applicable laws, codes and ordinances.

3. TERM. The lease term will begin on October 1st, 2021 and will terminate on September 31st, 2026.

4. LEASE PAYMENTS. *Tenant shall pay Landlord lease payments of $7,150.00, payable in advance, on* the first of each month. Lease payments shall be made to the Landlord at 1667 N Bissell St 3, Chicago, Illinois 60614.

A. PAYMENT OF MONTHLY RENT. During the term of this Lease and any extension therefor, Tenant agrees to pay Landlord on or before the 1st of each full calendar month during the term hereof. Rent for any period during the term which is less than one full month shall be a prorated portion of the monthly rent based on the total number of days in the month being prorated. Said rent shall be paid to the Landlord, without deduction or offset (except as otherwise provided herein or at law or in equity) and without notice or demand at the Landlord's address or to such person or at such address. The monthly rent shall commence on the commencement date of the term.

B. LATE FEES. Tenant recognizes that the late payment of monthly rent will result in administrative expense to Landlord, the extent of which additional expense is difficult and economically impractical to ascertain. Tenant therefore agrees that if the monthly rent has not been paid by the 5th day of the month, such unpaid amount shall be increased by a late charge in the amount of $100.

5. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to the Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to the Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

6. INSURANCE. During the term of the lease and extension thereof, Tenant agrees to maintain at its own expense liability and property insurance.

EXHIBIT A

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Initials: BB (Brad Behmer) KM (Kenneth Mayle)

A. LIABILITY. Tenant shall procure and maintain comprehensive public liability insurance to insure Tenant and Landlord against any liability arising out of Tenant's use of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than $1,000,000 for injury or death to one person in any one accident or occurrence and not less than $3,000,000 in aggregate liability coverage. Such insurance shall insure Tenant and Landlord against any liability for property damage of at least $1,000,000. If the Tenant shall fail to procure and maintain said insurance, and such failure shall continue beyond all applicable notice and cure periods, the Landlord shall have the right, but shall not be required to procure and maintain the same, at the expense of the Tenant.

B. PROPERTY. Tenant shall procure and maintain property damage insurance covering loss or damage to Landlord's property located in the Premises, in the amount of full replacement value thereto, against all perils including within the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks).

C. CLAIMS. Tenant agrees that any claim against the Landlord for any loss, damage or injury to property which is covered by insurance carried by Tenant.

7. EXCLUSIVITY. Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

8. ALTERATIONS ADDITIONS AND IMPROVEMENTS. No alteration, addition or improvement to the demised premises shall be made by Tenant without the prior written consent of the Landlord, whose consent will not be unreasonably withheld or delayed. Any permanently affixed alteration, addition or improvement made by Tenant after such consent shall have been given, and any permanently affixed fixtures installed as part of thereof, shall at Landlord's option, become part of the real estate upon expiration or other sooner termination of this Lease. Landlord shall have the right, up thirty (30) days prior to written notice to Tenant but not later than the expiration or termination of the term, to require the Tenant to remove such fixtures at Tenant's cost and expense at termination of this Lease and restore the Premises to the condition prior to attachment and repair any damage. If Tenant fails to remove such fixture, restore the Premises to condition prior to attachment and repair any damage, Landlord may do so and Tenant shall be responsible for the cost thereof.

9. MAINTENANCE REPAIRS AND REPLACEMENTS. Tenant and Landlord shall share in the maintenance of the premises. However if it is found that any damage is caused by Tenant and such damage is not covered by insurance carried by Tenant, the Tenant will be responsible for all replacements or repairs.

A. TENANT. Tenant shall maintain repair or replace the interior space of the unit, including all plumbing fixtures, lighting fixtures, mezzanine furnace, mezzanine air conditioner, hot water heaters, wall surfaces, floors, garage door and any alterations, additions or improvements.

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Initials: BB Brad Behmer KM Kenneth Mayle

B. LANDLORD. Landlord shall maintain repair or replace, with exception to Tenant caused damages, the exterior of the premises, including roof, exterior walls, and access to utility services water, gas and electricity. Landlord shall provide snow removal, limited to the sidewalk area along Lake Street in front of the Premises.

10. TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

A. REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

B. PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease Payments.

11. SECURITY DEPOSIT. Upon the execution of this Lease, Tenant shall deposit with the Landlord a security deposit in the amount of $42,900, equal to six months rent. The security deposit shall be held by the Landlord as security for the faithful performance of the Lease of all terms, covenants and conditions. In the event of any default on part of the Tenant that continues beyond all applicable notice and cure periods, the Landlord shall have the right to apply such security deposit or any portion thereof to cure such default. In the event the security deposit is reduced by reason of such application, then within five (5) days after written notice to Tenant, Tenant shall deposit with the Landlord such amount as may be necessary to restore the security deposit to its original amount.

12. DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by the Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

13. COSTS AND EXPENSES OF ENFORCING LEASE. The defaulting party hereunder shall pay upon demand the defaulting party's costs, charges and expenses, including reasonable attorney's fees, incurred by the non-defaulting party in successfully enforcing any of the obligations of the defaulting party under this Lease or in any litigation, negotiation or transaction in which the non-defaulting party, without fault, becomes involved through or on account of this Lease.

14. CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

15. ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be

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unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, the Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

16. INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

17. DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

18. COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

19. LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics or materialmans liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

20. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

21. JURY WAIVER. In the event a dispute or litigation arises, the Tenant agrees to waive its rights to a trial by jury.

22. ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of the Landlord, which shall not be unreasonably withheld.

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Initials: BB Brad Behmer JCM Kenneth Mayle

23. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

GP Opportunity Fund LLC
1667 N Bissell St 3
Chicago, Illinois 60614

TENANT:

30 Degrees Design LLC
1034 N Karlov Ave
Chicago, IL 60651

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

24. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Illinois.

25. ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

26. SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

27. ENFORCEMENT. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

28. BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

29. MISCELLANEOUS.

A. UTILITIES. Tenant shall pay for all of its own gas, electric, water, internet, garbage and other utilities and services supplied to the Premises.

B. LIGHTING. Landlord will present the Tenant with replacement lighting no later than November 1st, 2021.

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Initials: 33 (Brad Behmer) KM (Kenneth Mayle)

C. PRE-PAYMENT REQUIREMENT. Tenant agrees, prior to the Lease commencement, to pre-pay 18 months of rent.

D. CRYPTO CURRENCY. Tenant has the option to make any rent payment with crypto currency Bitcoin, via Bryon Finke as a Bitcoin to USD exchange.

E. AGREEMENTS. This Lease contains all agreements of the parties with respect to any matter mentioned hereon. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification.

LANDLORD:

Bryon Finke
Owner, GP Opportunity Fund LLC — Date: 10-1-21

TENANT:

Brad Behmer
President, 30 Degree Design LLC — Date: 10.2.21

PERSONAL GUARANTEES:

The undersigned, jointly and severally, hereby agree to personally guarantee each and every provision of this Lease for its duration.

Brad Behmer — Date: 10.2.21

Kenneth Mayle — Date: 10/1/2021

PLAINTIFF0007

Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, Y

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

30 DEGREE DESIGN, LLC, an Illinois limited liability company, BRAD BEHMER, an individual, and KENNETH MAYLE, an individual Plaintiffs, v. GP OPPORTUNITY FUND, LLC, an Illinois Limited Liability Company. Defendants.	)	No. 22 L 10246

DEFENDANT'S VERIFIED ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF'S THIRD AMENDED COMPLAINT

Now comes Defendant, GP OPPORTUNITY FUND, LLC, and for its Answer to Plaintiff's First Amended Complaint at Law states as follows:

1. Admit.

2. Admit.

3. Admit.

4. Admit

5. Admit.

6. Admit.

7. The lease agreement speaks for itself, as such Defendant neither admits nor denies.

To the extent an answer is required Defendant denies.

8. Denied.

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9. Admit.

10. Admit.

11. Denied.

12. Denied.

13. The lease agreement speaks for itself, as such Defendant neither admits nor denies. To the extent an answer is required Defendant denies.

14. The lease agreement speaks for itself, as such Defendant neither admits nor denies. To the extent an answer is required Defendant denies.

15. Denied.

16. Denied.

17. Denied.

18. Denied.

19. Denied.

20. Denied.

21. Denied.

22. Denied.

23. Denied.

24. Denied.

25. Denied.

26. Denied.

27. Denied.

28. Denied.

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29. Admit that there was a fire on the property. The fire report speaks for itself, as such Defendant neither admits nor denies. To the extent an answer is required Defendant denies.

30. Denied.

31. Denied.

32. Denied.

33. Denied.

34. Denied.

COUNT I- BREACH OF CONTRACT

35. Paragraph 35 contains the allegations of 1-34 above, to the extent an answer is required, Defendant Answers the same as 1-34 above.

36. Defendant neither admits nor denies, to the extent an answer is required Defendant denies and demands strict proof thereof.

37. Admit.

38. Admit.

39. Denied.

40. Denied.

41. Denied.

COUNT II- BREACH OF IMPLIED COVENANT OF QUIET ENJOYMENT

42. Paragraph 42 contains the allegations of 1-34 above, to the extent an answer is required, Defendant Answers the same as 1-34 above.

43. Defendant neither admits nor denies, to the extent an answer is required Defendant denies and demands strict proof thereof.

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44. Defendant neither admits nor denies, to the extent an answer is required Defendant denies and demands strict proof thereof.

45. Denied.

46. Denied.

47. Denied.

48. Denied.

49. Denied

50. Denied.

COUNT III- UNJUST ENRICHMENT

51. Paragraph 51 contains the allegations of 1-34 above, to the extent an answer is required, Defendant Answers the same as 1-34 above.

52. Defendant neither admits nor denies, to the extent an answer is required Defendant denies and demands strict proof thereof.

53. Denied.

54. Denied.

55. Denied.

56. Denied.

57. Denied.

COUNT IV-CONSTRUCTIVE EVICTION

58. Paragraph 58 contains the allegations of 1-33 above, to the extent an answer is required, Defendant Answers the same as 1-33 above.

59. Denied.

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60. Denied.

61. Denied.

62. Denied.

63. Denied.

64. Denied.

COUNT V- NEGLIGENCE

65. Paragraph 65 contains the allegations of 1-34 above, to the extent an answer is required, Defendant Answers the same as 1-34 above.

66. Denied.

67. Denied.

68. Denied.

69. Denied.

70. Denied.

71. Denied.

72. Denied.

73. Denied.

COUNT VI- NEGLIGENCE v. CITY OF CHICAGO

74.- 80. Defendant GP Opportunity fund is not a party to Count VI and accordingly makes no answer thereto, to an extent an answer is required Defendant denies each and every allegation in paragraphs 74-80 and demands strict proof thereof.

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Respectfully submitted,

GP OPPORTUNITY FUND, LLC

By: _____
One of its Attorneys

Zachary D. Limbaugh
The Limbaugh Law Firm
417 West Superior Street
Chicago, Illinois 60654
Phone:(312) 612-9225
Limbaugh@LimbaughLawFirm.com
Attorney ID # 49252
ARDC # 6306446

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VERIFICATION BY CERTIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth herein are true and correct.

S/ Bryon Finke
Bryon Finke, GP Opportunity Fund, LLC

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AFFIRMATIVE DEFENSES

First Affirmative Defense -- Ratification

Plaintiff's claims are barred, in whole or in part, by the doctrine of ratification. Plaintiff ratified the actions of which they now complain. Plaintiff had knowledge of the material facts of the disputed transactions and took positions and engaged in actions that were inconsistent with non-affirmation of them. These acts of ratification include, but are not limited to, Plaintiffs consent, approval and/or failure to object to taking possession of the leased premises, continued use and occupancy of the space, and acquiescence to the conditions therein.

Second Affirmative Defense – Consent/Waiver/Estoppel/Acquiescence

Plaintiffs' claims are barred, in whole or in part, by the affirmative defenses of consent, waiver, acquiescence and/or estoppel. Plaintiffs consented, acquiesced, took positions and engaged in conduct ,which are inconsistent with the positions they now take, and/or failed to timely object to them. These acts include, but are not limited to, taking possession, continued occupancy and use of the leased premises, and taking action to resolve claims asserted by third parties. Defendant reasonably relied on Plaintiffs' consent, waiver, acquiescence and failure to object to these actions and would suffer unfair prejudice if Plaintiffs are now permitted to challenge them.

Third Affirmative Defense – Plaintiffs' Own Acts

Plaintiff's claims are barred, in whole or in part, on grounds that some or all of the damages claimed by Plaintiffs were brought about by reason of its own acts, actions or negligence, including, but not limited to, destruction and damage to the property caused by Plaintiffs own acts, negligence or intentional acts; improper use of the premises, illegal operation of a public

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place of amusement, failure to provide Defendant with timely, accurate or complete information regarding the condition of the premises, and misrepresentation about the intended and continued use or occupancy of the premises, among other acts.

Fifth Affirmative Defense-Indemnification

Plaintiff's claims are barred, in whole or in part, on the grounds that they are subject to Section 16 of the Agreement, which provides for indemnification of Defendants for claims arising out of Plaintiffs' Possession, use, or misuse of the premises.

Respectfully submitted,

GP OPPORTUNITY FUND, LLC

By: _____
One of its Attorneys

Zachary D. Limbaugh
The Limbaugh Law Firm
417 West Superior Street
Chicago, Illinois 60654
Phone:(312) 612-9225
Limbaugh@LimbaughLawFirm.com
Attorney ID # 49252
ARDC # 6306446

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

30 DEGREE DESIGN, LLC, an Illinois limited liability company, BRAD BEHMER, an individual, and KENNETH MAYLE, an individual	)	
Plaintiffs,	)	No. 22 L 102246
v.	)	
GP OPPORTUNITY FUND, LLC	)	
Defendants.	)	

NOTICE OF FILING

TO: **Adeena Weiss Ortiz**
Attorney for Plaintiff
1011 E. 31st Street
LaGrange Park, Illinois 60526
708-937-9223
info@weissortizlaw.com

PLEASE TAKE NOTICE that on May 13, 2024 there was filed with the Clerk of the Law Division of the Circuit Court of Cook County Defendant's Answer and Affirmative Defenses a copy of which is included herewith and served upon you.

Respectfully submitted,

GP Opportunity Fund, LLC

By: _____
One of its Attorneys

CERTIFICATE OF SERVICE

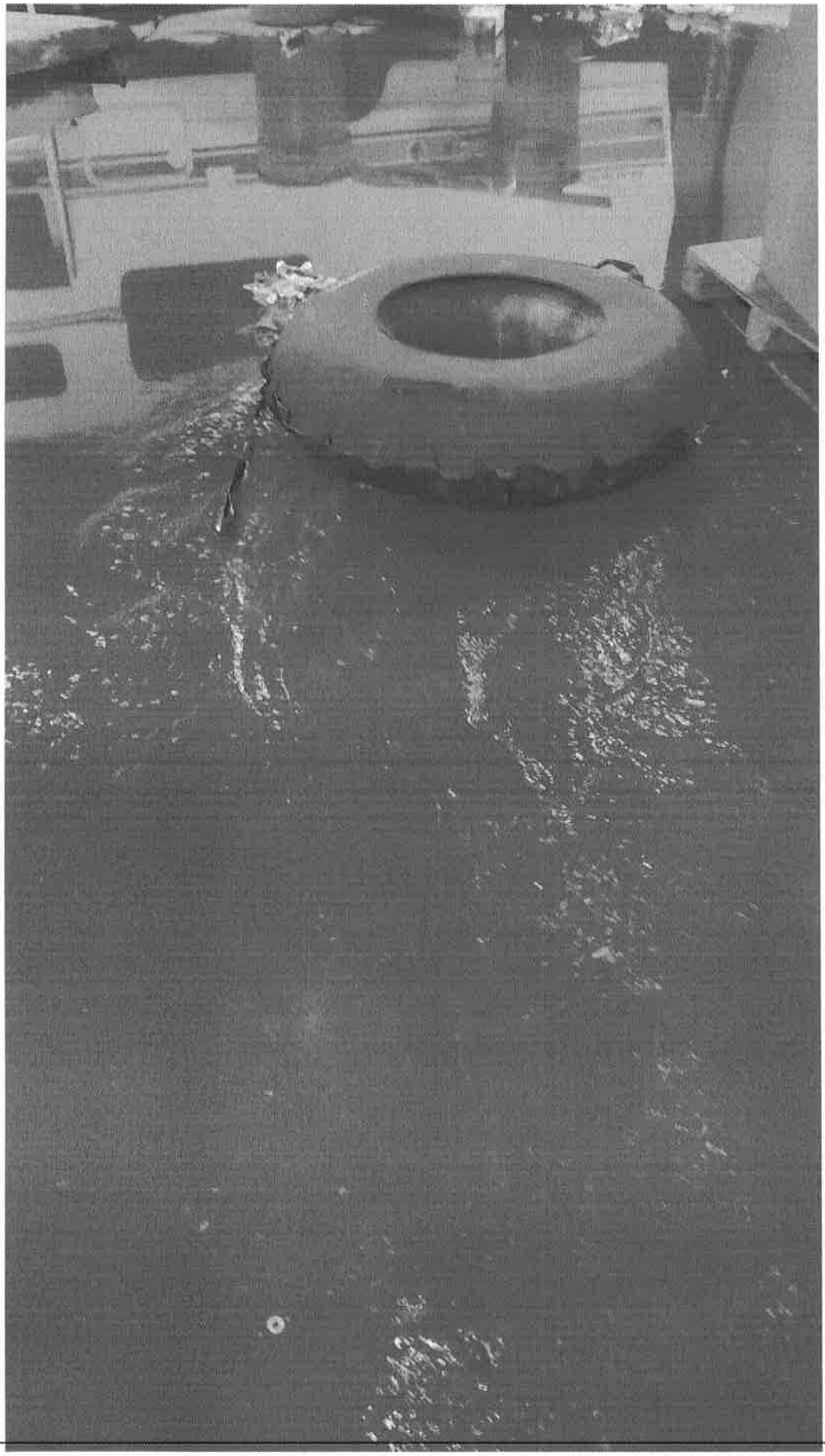
On May 14, 2024, Zachary D. Limbaugh, an attorney, caused to be served via email and US Mail the foregoing Answer and Notice of Affirmative Defenses to the persons or firms listed above:

_____
Zachary D. Limbaugh

Zachary D. Limbaugh
The Limbaugh Law Firm
417 West Superior Street
Chicago, Illinois 60654
Phone:(312) 612-9225
Attorney ID # 49252
ARDC # 6306446
Limbaugh@LimbaughLawFirm.com

Ex "C"

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Open Violations for 4700 - 4714 W LAKE ST

Address	Application Type	InspectionType	Violation Date	Status
4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

NC1010: CONTRARY TO ORIGINAL PLAN

Performed or allowed construction or alteration work contrary to original plan of construction without obtaining a permit. (13-32-010, 13-12-050)

TWO VERY LARGE PARTION WALLS HAVE BEEN ERECTED INSIDE THIS UNLICENSED EVENT SPACE. THESE WALLS ARE COMPRISED OF VARIOUS SIZED WOOD SCRAPS, NUMEROUS OLD DOORS, SEVERAL GRAND PIANOS SET IN THEIR SIDE AS WELL AS VARIOUS SIZED WOOD STORAGE CRATES. THESE MAKE-SHIFT PARTION WALLS HAVE BEEN HAPHAZARDLY ASSEMBLED ARE IN A STATE OF IMINENET COLLAPSE. DANGEROUS AND HAZARDOUS. REMOVE THESE MAKE SHIFT PARTITIONS AND RESTORE THE OPEN FLOOR PLAN ORIGINAL TO THIS BUILDING.

SECTION 14A-4-401.1.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

EL0029: EXPOSED WIRING

Remove exposed wiring. (18-27-300.4)

THERE IS EXPOSED ELECTRICAL WIRING AT NUMEROUS OUTLETS AND AN OPEN ELECTRICAL PANEL WITH NO COVER. DANGEROUS AND HAZARDOUS.

SECTION 14X-7-703 AN 14X-7-705.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

NC2052: FINES AND PENALTIES

Register any person who caused any construction repairs or alterations to be made or for any building, structure, or any part thereof, without first obtaining and posting permits shall be fined from 10 to 200 dollars for each day construction, repair or alteration exists without permit. (13-12-050)

EXTENSIVE TRUSS ROOF WORK HAS BEEN PERFORMED WITHOUT PLANS OR PERMITS AS WELL AS NO PROOF THAT A QUALIFIED, LICENSED CONTRACTOR PERFORMED SAID WORK.SECTION 14A-4-401.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN138056: DEBRIS, EXCESSIVE

Remove accumulation of refuse and debris and keep premises clean. (13-196-580, 13-196-630)

THIS ILLEGAL EVENT SPACE HAS CREATED A HUGE, RAT INFESTED DEBRIS PILE OUTSIDE OF THE BUILDING.

SECTION 14X-3-302.1.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN015062: OBSTRUCTIONS IN EXIT WAY

Failed to remove obstruction from exitway that hampers travel and evacuation. (13-160-070, 13-196-080)

THERE IS ONLY ONE EXIT DOOR IN THIS ILLEGAL, UNLICENSED PPA EVENT SPACE AND THIS SOLE DOOR IS OBSTRUCTED BY A LARGE CURTAIN AND A MAKE-SHIFT PARTION WALL COMPRISED OF OLD WOODEN CRATES AND GRAND PIANOS SET ON THEIR SIDES. DANGEROUS AND HAZARDOUS.

SECTION 14-5-505.1.2.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

NC2011: PLANS & PERMITS REQ - CONTRCTR

Performed or allowed work to be performed without submitting plans prepared, signed and sealed by a licensed architect or registered structural engineer for approval and without obtaining a permit to perform the work. (13-32-010, 13-32-040, 13-40-020, 13-12-050)

THERE ARE NO PLANS OR PERMITS ON FILE AS PART OF THE (REQUIREMENT) FOR ACQUIRING A PPA LICENSE. THIS INDUSTRIAL ZONED BUILDING IS HOSTING ONGOING RAVE PARTY EVENTS SERVING / SELLING ALCOHOL; PROVIDING LIVE MUSIC AND SELLING TICKETS FOR ADMISSION. UNLESS THIS BUILDING'S ZONING IS CHANGED, IT IS NOT POSSIBLE TO OBTAIN THE LICENSE TO HOST ANY EVENTS WHAT SO EVER.

SECTION 14A-4-401.1.

4700 W LAKE ST!	CN_COMPL!	CN_COMPL!	06/17/2022!	OPEN!

CN068014: REPAIR ROOF STRUCTURE

Failed to maintain roof structure in sound condition and good repair and free from defects which may admit rain. (13-196-530, 13-196-530(e), 13-196-641)

THIS IS A TRUSS ROOF BUILDING. THE EXISTING METAL ROOF TRUSSES HAVE AREAS OF RUSTED METAL.! THERE HAVE BEEN NUMEROUS PURLINS REPLACED ALONG WITH ROOF SHEATHING WITHOUT PERMIT OR! EVIDENCE OF QUALIFIED, LICENSED CONTRACTORS HAVING PERFORMED THE WORK. ALL FURTHER WORK! TO BE PERFORMED ON THIS ROOF SYSTEM IS TO BE BASED ON A STRUCTURAL ENGINEERS' REPORT.!

SECTION 14X-3-303.1.

Total records: 10

FILED DATE: 5/31/2024 6:19 PM 2022L010246

Open Violations for 4700 - 4714 W LAKE ST

Address	Application Type	InspectionType	Violation Date	Status
4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN
CN061024: SUBMIT 2 COPY STRUCTURAL RPT				
Failed to maintain building or structure in a structurally safe and stable condition. The Building Commissioner requests submission of two (2) copies of a structural condition report prepared, signed and sealed by an Illinois licensed Architect or Structural Engineer, attesting to the structural conditions of the building or structure. (13-196-030) THIS BUILDING IS OVER 100 YEARS OLD. THERE HAS BEEN RECENT WORK ON THE TRUSS ROOF WITH NO PROOF THAT THE WORK WAS PERFORMED BY A QUALIFIED, LICENSED CONTRACTOR. THERE ARE NO PLANS OR PERMITS ON FILE FOR THIS ROOF WORK. A STRUCTURAL ENGINEERS' REPORT IS REQUIRED TO DTERMINE THE CONDITION OF THE ROOF TRUSSES AND THE ROOF PURLINS (SEVERAL ROOF PURLINS HAVE BEEN REPLACED). SECTION 14X-1-104.1.				
4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN
CN107025: INSTALL EXIT SIGN				
Failed to install standard internally illuminated exit, fire escape, and/or directional signs. (13-196-090, 13-160-700 thru 13-160-770) THIS ILLEGAL EVENT SPACE IS POORLY ILLUMINATED WITH NO DEDICATED EXIT ILLUMINATION. DANGEROUS AND HAZARDOUS. SECTION 14X-5-505.6.2				
4716 W LAKE ST	ES_COMPL	ES_COMPL	03/14/2002	OPEN
EL0088: REMOVE**********				
Remove #1 READS "GLASS & PLASTICS " APROX SIZE 4X4,#2 READS "COLUMBIA GLASS & PLASTICS" APPROX SIZE 4X20				

Total records: 10

Case. No. 664366 **Case Entered Date:** 06/17/2022 **Case Status:** Open
Address: 4700 W. LAKE ST
Case. Type: CONSERVATION COMPLAINT INVSTC
Description: BUILDING VIOLATION PROCESS FOR COURT COMMISSIONER CLOSURE Aut

Inspections

Insp. #	Insp. Type	Partial	Waived	Started	Completed	Insp. By	Status	Modified By
13835032	CN_COMPL	N	N	06/17/2022	06/17/2022	BL00685	FAILED	BL00685

Comments: DOB / BACP CLOSURES. GUNS RECOVERED BY CPD.
Autocreated from CSR# 225362480 via mobility on 6/22/2022 4:04:54 PM

CN068014 - Failed to maintain roof structure in sound condition and good repair and free from defects which may admit rain. (13-196-530, 13-196-530(e), 13-196-641) THIS IS A TRUSS ROOF BUILDING. THE EXISTING METAL ROOF TRUSSES HAVE AREAS OF RUSTED METAL. THERE HAVE BEEN NUMEROUS PURLINS REPLACED ALONG WITH ROOF SHEATHING WITHOUT PERMIT OR EVIDENCE OF QUALIFIED, LICENSED CONTRACTORS HAVING PERFORMED THE WORK. ALL FURTHER WORK TO BE PERFORMED ON THIS ROOF SYSTEM IS TO BE BASED ON A STRUCTURAL ENGINEERS' REPORT.
SECTION 14X-3-303.1. — OPEN

CN061024 - Failed to maintain building or structure in a structurally safe and stable condition. The Building Commissioner requests submission of two (2) copies of a structural condition report prepared, signed and sealed by an Illinois licensed Architect or Structural Engineer, attesting to the structural conditions of the building or structure. (13-196-030) THIS BUILDING IS OVER 100 YEARS OLD. THERE HAS BEEN RECENT WORK ON THE TRUSS ROOF WITH NO PROOF THAT THE WORK WAS PERFORMED BY A QUALIFIED, LICENSED CONTRACTOR. THERE ARE NO PLANS OR PERMITS ON FILE FOR THIS ROOF WORK. A STRUCTURAL ENGINEERS' REPORT IS REQUIRED TO DTERMINE THE CONDITION OF THE ROOF TRUSSES AND THE ROOF PURLINS (SEVERAL ROOF PURLINS HAVE BEEN REPLACED).
SECTION 14X-1-104.1. — OPEN

NC2052 - Register any person who caused any construction repairs or alterations to be made or for any building, structure, or any part thereof, without first obtaining and posting permits shall be fined from 10 to 200 dollars for each day construction, repair or alteration exists without permit. (13-12-050) EXTENSIVE TRUSS ROOF WORK HAS BEEN PERFORMED WITHOUT PLANS OR PERMITS AS WELL AS NO PROOF THAT A QUALIFIED, LICENSED CONTRACTOR PERFORMED SAID WORK.SECTION 14A-4-401. — OPEN

NC1010 - Performed or allowed construction or alteration work contrary to original plan of construction without obtaining a permit. (13-32-010, 13-12-050) TWO VERY LARGE PARTION WALLS HAVE BEEN ERECTED INSIDE THIS UNLICENSED EVENT SPACE. THESE WALLS ARE COMPRISED OF VARIOUS SIZED WOOD SCRAPS, NUMEROUS OLD DOORS, SEVERAL GRAND PIANOS SET IN THEIR SIDE AS WELL AS VARIOUS SIZED WOOD STORAGE CRATES. THESE MAKE-SHIFT PARTION WALLS HAVE BEEN HAPHAZARDLY ASSEMBLED ARE IN A STATE OF IMINENET COLLAPSE. DANGEROUS AND HAZARDOUS. REMOVE THESE MAKE SHIFT PARTITIONS AND RESTORE THE OPEN FLOOR PLAN ORIGINAL TO THIS BUILDING.
SECTION 14A-4-401.1. — OPEN

CN015062 - Failed to remove obstruction from exitway that hampers travel and evacuation. (13-160-070, 13-196-080) THERE IS ONLY ONE EXIT DOOR IN THIS ILLEGAL, UNLICENSED PPA EVENT SPACE AND THIS SOLE DOOR IS OBSTRUCTED BY A LARGE CURTAIN AND A MAKE-SHIFT PARTION WALL COMPRISED OF OLD WOODEN CRATES AND GRAND PIANOS SET ON THEIR SIDES. DANGEROUS AND HAZARDOUS.
SECTION 14-5-505.1.2. — OPEN

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Inspections

Insp. #	Insp. Type	Partial	Waived	Started	Completed	Insp. By	Status	Modified By
13835032	CN_COMPL	N	N	06/17/2022	06/17/2022	BL00685	FAILED	BL00685

CN107025 - Failed to install standard internally illuminated exit, fire escape, and/or directional signs. (13-196-090, 13-160-700 thru 13-160-770) THIS ILLEGAL EVENT SPACE IS POORLY ILLUMINATED WITH NO DEDICATED EXIT ILLUMINATION. DANGEROUS AND HAZARDOUS. SECTION 14X-5-505.6.2	OPEN
EL0029 - Remove exposed wiring. (18-27-300.4) THERE IS EXPOSED ELECTRICAL WIRING AT NUMEROUS OUTLETS AND AN OPEN ELECTRICAL PANEL WITH NO COVER. DANGEROUS AND HAZARDOUS. SECTION 14X-7-703 AN 14X-7-705.	OPEN
CN138056 - Remove accumulation of refuse and debris and keep premises clean. (13-196-580, 13-196-630) THIS ILLEGAL EVENT SPACE HAS CREATED A HUGE, RAT INFESTED DEBRIS PILE OUTSIDE OF THE BUILDING. SECTION 14X-3-302.1.	OPEN
NC2011 - Performed or allowed work to be performed without submitting plans prepared, signed and sealed by a licensed architect or registered structural engineer for approval and without obtaining a permit to perform the work. (13-32-010, 13-32-040, 13-40-020, 13-12-050) THERE ARE NO PLANS OR PERMITS ON FILE AS PART OF THE (REQUIREMENT) FOR ACQUIRING A PPA LICENSE. THIS INDUSTRIAL ZONED BUILDING IS HOSTING ONGOING RAVE PARTY EVENTS SERVING / SELLING ALCOHOL; PROVIDING LIVE MUSIC AND SELLING TICKETS FOR ADMISSION. UNLESS THIS BUILDING'S ZONING IS CHANGED, IT IS NOT POSSIBLE TO OBTAIN THE LICENSE TO HOST ANY EVENTS WHAT SO EVER. SECTION 14A-4-401.1.	OPEN

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Open Violations for 4744 - 4744 W LAKE ST

Address	Application Type	InspectionType	Violation Date	Status
4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

NC1010: CONTRARY TO ORIGINAL PLAN

Performed or allowed construction or alteration work contrary to original plan of construction without obtaining a permit. (13-32-010, 13-12-050)

TWO VERY LARGE PARTION WALLS HAVE BEEN ERECTED INSIDE THIS UNLICENSED EVENT SPACE. THESE WALLS ARE COMPRISED OF VARIOUS SIZED WOOD SCRAPS, NUMEROUS OLD DOORS, SEVERAL GRAND PIANOS SET IN THEIR SIDE AS WELL AS VARIOUS SIZED WOOD STORAGE CRATES. THESE MAKE-SHIFT PARTION WALLS HAVE BEEN HAPHAZARDLY ASSEMBLED ARE IN A STATE OF IMINENET COLLAPSE. DANGEROUS AND HAZARDOUS. REMOVE THESE MAKE SHIFT PARTITIONS AND RESTORE THE OPEN FLOOR PLAN ORIGINAL TO THIS BUILDING.
SECTION 14A-4-401.1.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

EL0029: EXPOSED WIRING

Remove exposed wiring. (18-27-300.4)

THERE IS EXPOSED ELECTRICAL WIRING AT NUMEROUS OUTLETS AND AN OPEN ELECTRICAL PANEL WITH NO COVER. DANGEROUS AND HAZARDOUS.
SECTION 14X-7-703 AN 14X-7-705.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

NC2052: FINES AND PENALTIES

Register any person who caused any construction repairs or alterations to be made or for any building, structure, or any part thereof, without first obtaining and posting permits shall be fined from 10 to 200 dollars for each day construction, repair or alteration exists without permit. (13-12-050)

EXTENSIVE TRUSS ROOF WORK HAS BEEN PERFORMED WITHOUT PLANS OR PERMITS AS WELL AS NO PROOF THAT A QUALIFIED, LICENSED CONTRACTOR PERFORMED SAID WORK.SECTION 14A-4-401.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN138056: DEBRIS, EXCESSIVE

Remove accumulation of refuse and debris and keep premises clean. (13-196-580, 13-196-630)

THIS ILLEGAL EVENT SPACE HAS CREATED A HUGE, RAT INFESTED DEBRIS PILE OUTSIDE OF THE BUILDING.
SECTION 14X-3-302.1.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN015062: OBSTRUCTIONS IN EXIT WAY

Failed to remove obstruction from exitway that hampers travel and evacuation. (13-160-070, 13-196-080)

THERE IS ONLY ONE EXIT DOOR IN THIS ILLEGAL, UNLICENSED PPA EVENT SPACE AND THIS SOLE DOOR IS OBSTRUCTED BY A LARGE CURTAIN AND A MAKE-SHIFT PARTION WALL COMPRISED OF OLD WOODEN CRATES AND GRAND PIANOS SET ON THEIR SIDES. DANGEROUS AND HAZARDOUS.
SECTION 14-5-505.1.2.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

NC2011: PLANS & PERMITS REQ - CONTRCTR

Performed or allowed work to be performed without submitting plans prepared, signed and sealed by a licensed architect or registered structural engineer for approval and without obtaining a permit to perform the work. (13-32-010, 13-32-040, 13-40-020, 13-12-050)

THERE ARE NO PLANS OR PERMITS ON FILE AS PART OF THE (REQUIREMENT) FOR ACQUIRING A PPA LICENSE. THIS INDUSTRIAL ZONED BUILDING IS HOSTING ONGOING RAVE PARTY EVENTS SERVING / SELLING ALCOHOL; PROVIDING LIVE MUSIC AND SELLING TICKETS FOR ADMISSION. UNLESS THIS BUILDING'S ZONING IS CHANGED, IT IS NOT POSSIBLE TO OBTAIN THE LICENSE TO HOST ANY EVENTS WHAT SO EVER.
SECTION 14A-4-401.1.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN068014: REPAIR ROOF STRUCTURE

Failed to maintain roof structure in sound condition and good repair and free from defects which may admit rain. (13-196-530, 13-196-530(e), 13-196-641)

THIS IS A TRUSS ROOF BUILDING. THE EXISTING METAL ROOF TRUSSES HAVE AREAS OF RUSTED METAL. THERE HAVE BEEN NUMEROUS PURLINS REPLACED ALONG WITH ROOF SHEATHING WITHOUT PERMIT OR EVIDENCE OF QUALIFIED, LICENSED CONTRACTORS HAVING PERFORMED THE WORK. ALL FURTHER WORK TO BE PERFORMED ON THIS ROOF SYSTEM IS TO BE BASED ON A STRUCTURAL ENGINEERS' REPORT.
SECTION 14X-3-303.1.

Total records: 10

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Open Violations for 4744 - 4744 W LAKE ST

Address	Application Type	InspectionType	Violation Date	Status
4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN061024: SUBMIT 2 COPY STRUCTURAL RPT

Failed to maintain building or structure in a structurally safe and stable condition. The Building Commissioner requests submission of two (2) copies of a structural condition report prepared, signed and sealed by an Illinois licensed Architect or Structural Engineer, attesting to the structural conditions of the building or structure. (13-196-030)
THIS BUILDING IS OVER 100 YEARS OLD. THERE HAS BEEN RECENT WORK ON THE TRUSS ROOF WITH NO PROOF THAT THE WORK WAS PERFORMED BY A QUALIFIED, LICENSED CONTRACTOR. THERE ARE NO PLANS OR PERMITS ON FILE FOR THIS ROOF WORK. A STRUCTURAL ENGINEERS' REPORT IS REQUIRED TO DTERMINE THE CONDITION OF THE ROOF TRUSSES AND THE ROOF PURLINS (SEVERAL ROOF PURLINS HAVE BEEN REPLACED).
SECTION 14X-1-104.1.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN107025: INSTALL EXIT SIGN

Failed to install standard internally illuminated exit, fire escape, and/or directional signs. (13-196-090, 13-160-700 thru 13-160-770)
THIS ILLEGAL EVENT SPACE IS POORLY ILLUMINATED WITH NO DEDICATED EXIT ILLUMINATION. DANGEROUS AND HAZARDOUS. SECTION 14X-5-505.6.2

4716 W LAKE ST	ES_COMPL	ES_COMPL	03/14/2002	OPEN

EL0088: REMOVE**********

Remove
#1 READS "GLASS & PLASTICS " APROX SIZE 4X4,#2 READS "COLUMBIA GLASS & PLASTICS" APPROX SIZE 4X20

Total records: 10

4716 W. LAKE ST — CA: 25

App. Type: PERMIT - ELECTRIC WIRING **Estimated Cost:** $10,000.00

App. No. 100204820 **App. Date:** 10/08/2007 **Permit Issued:** 10/17/2007

UPGRADE TO AN 800 AMP SERVICE

Inspector: _____ BL No. _____ Inspection Date: ___/___/____ Insp. No. _____

Inspection Result Passed ☐ Failed ☐ Final ☐ Partial ☐ No Entry ☐ Void Permit ☐ Stop Order ☐

FILED DATE: 5/31/2024 6:19 PM 2022L010246

Building Information

No. Stories	1	**Constr Type**	3B	**Fire Escape**	N	**Exempt**	N	**Lot Width**	142
Width	142	**Attic**	N	**Smoke Detector**	N	**Annual**	Y	**Lot Length**	460
Length	460	**Basement**	Y	**CO Detector**	N	**CN Fee**	320	**Lot Area**	65320
Area	82500	**Height**	0	**Porch**					

Dwelling Units:	**Attic**	0	**Rooming**	0	**Non-Resid**	1	**Basement**	0	**Family**	0	**Original**	0	**Total Units**	0

Applicant /Owner Information

APPL HARDIMAN TERRENCE **Day:** (847)375-8945
Address: 1000 MOKI LN. MT. PROSPECT IL 60056 **Mobile:**

APPL HYRE ELECTRIC COMPANY **Day:** (312)738-7200 X
Address: 611 W JEFFERSON ST SHOREWOOD IL 60404 **Mobile:**

Contractor Information

Type: **ELECT** **Name:** HYRE ELECTRIC COMPANY **Phone:** (312)738-7200 X

Address: 611 W JEFFERSON ST SHOREWOOD IL 60404

Lic. No.: ECC01810 **Expires:** 02/28/2011 **Lic. Status:** Inactive
Lic. No.: SE1426 **Expires:** 02/28/2011 **Lic. Status:** Inactive
Lic. No.: SE4440 **Expires:** 07/31/2008 **Lic. Status:** Inactive
Lic. No.: SE5347 **Expires:** 06/30/2010 **Lic. Status:** Inactive

Fee Description	Amount	Bill Date	Waived	Status	Paid Date
EL LOAD CALCULATION FEE	$50.00		N	PAID	10/17/2007
EL PERMIT FEE - SERVICES-STD SVC	$100.00		N	PAID	10/17/2007
EL PLAN REVIEW FEE - SVC>=400A - STD SVC	$100.00		N	PAID	10/17/2007
Total Fees:	**$250.00**				

Inspections

Insp. #	Insp. Type	Partial	Waived	Started	Completed	Insp. By	Status	Modified By
2001027	EL_PERMIT	N	N	07/27/2009	07/27/2009	PCR30745	CLOSED	PCR30745

FILED DATE: 5/31/2024 6:19 PM 2022L010246

Open Violations for 4738 - 4740 W LAKE ST

Address	Application Type	InspectionType	Violation Date	Status
4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

NC1010: CONTRARY TO ORIGINAL PLAN

Performed or allowed construction or alteration work contrary to original plan of construction without obtaining a permit. (13-32-010, 13-12-050)

TWO VERY LARGE PARTION WALLS HAVE BEEN ERECTED INSIDE THIS UNLICENSED EVENT SPACE. THESE WALLS ARE COMPRISED OF VARIOUS SIZED WOOD SCRAPS, NUMEROUS OLD DOORS, SEVERAL GRAND PIANOS SET IN THEIR SIDE AS WELL AS VARIOUS SIZED WOOD STORAGE CRATES. THESE MAKE-SHIFT PARTION WALLS HAVE BEEN HAPHAZARDLY ASSEMBLED ARE IN A STATE OF IMINENET COLLAPSE. DANGEROUS AND HAZARDOUS. REMOVE THESE MAKE SHIFT PARTITIONS AND RESTORE THE OPEN FLOOR PLAN ORIGINAL TO THIS BUILDING.
SECTION 14A-4-401.1.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

EL0029: EXPOSED WIRING

Remove exposed wiring. (18-27-300.4)

THERE IS EXPOSED ELECTRICAL WIRING AT NUMEROUS OUTLETS AND AN OPEN ELECTRICAL PANEL WITH NO COVER. DANGEROUS AND HAZARDOUS.
SECTION 14X-7-703 AN 14X-7-705.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

NC2052: FINES AND PENALTIES

Register any person who caused any construction repairs or alterations to be made or for any building, structure, or any part thereof, without first obtaining and posting permits shall be fined from 10 to 200 dollars for each day construction, repair or alteration exists without permit. (13-12-050)

EXTENSIVE TRUSS ROOF WORK HAS BEEN PERFORMED WITHOUT PLANS OR PERMITS AS WELL AS NO PROOF THAT A QUALIFIED, LICENSED CONTRACTOR PERFORMED SAID WORK.SECTION 14A-4-401.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN138056: DEBRIS, EXCESSIVE

Remove accumulation of refuse and debris and keep premises clean. (13-196-580, 13-196-630)

THIS ILLEGAL EVENT SPACE HAS CREATED A HUGE, RAT INFESTED DEBRIS PILE OUTSIDE OF THE BUILDING.
SECTION 14X-3-302.1.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN015062: OBSTRUCTIONS IN EXIT WAY

Failed to remove obstruction from exitway that hampers travel and evacuation. (13-160-070, 13-196-080)

THERE IS ONLY ONE EXIT DOOR IN THIS ILLEGAL, UNLICENSED PPA EVENT SPACE AND THIS SOLE DOOR IS OBSTRUCTED BY A LARGE CURTAIN AND A MAKE-SHIFT PARTION WALL COMPRISED OF OLD WOODEN CRATES AND GRAND PIANOS SET ON THEIR SIDES. DANGEROUS AND HAZARDOUS.
SECTION 14-5-505.1.2.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

NC2011: PLANS & PERMITS REQ - CONTRCTR

Performed or allowed work to be performed without submitting plans prepared, signed and sealed by a licensed architect or registered structural engineer for approval and without obtaining a permit to perform the work. (13-32-010, 13-32-040, 13-40-020, 13-12-050)

THERE ARE NO PLANS OR PERMITS ON FILE AS PART OF THE (REQUIREMENT) FOR ACQUIRING A PPA LICENSE. THIS INDUSTRIAL ZONED BUILDING IS HOSTING ONGOING RAVE PARTY EVENTS SERVING / SELLING ALCOHOL; PROVIDING LIVE MUSIC AND SELLING TICKETS FOR ADMISSION. UNLESS THIS BUILDING'S ZONING IS CHANGED, IT IS NOT POSSIBLE TO OBTAIN THE LICENSE TO HOST ANY EVENTS WHAT SO EVER.
SECTION 14A-4-401.1.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN068014: REPAIR ROOF STRUCTURE

Failed to maintain roof structure in sound condition and good repair and free from defects which may admit rain. (13-196-530, 13-196-530(e), 13-196-641)

THIS IS A TRUSS ROOF BUILDING. THE EXISTING METAL ROOF TRUSSES HAVE AREAS OF RUSTED METAL. THERE HAVE BEEN NUMEROUS PURLINS REPLACED ALONG WITH ROOF SHEATHING WITHOUT PERMIT OR EVIDENCE OF QUALIFIED, LICENSED CONTRACTORS HAVING PERFORMED THE WORK. ALL FURTHER WORK TO BE PERFORMED ON THIS ROOF SYSTEM IS TO BE BASED ON A STRUCTURAL ENGINEERS' REPORT.
SECTION 14X-3-303.1.

Total records: 10

FILED DATE: 5/31/2024 6:19 PM 2022L010246

Open Violations for 4738 - 4740 W LAKE ST

Address	Application Type	InspectionType	Violation Date	Status
4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN061024: SUBMIT 2 COPY STRUCTURAL RPT

Failed to maintain building or structure in a structurally safe and stable condition. The Building Commissioner requests submission of two (2) copies of a structural condition report prepared, signed and sealed by an Illinois licensed Architect or Structural Engineer, attesting to the structural conditions of the building or structure. (13-196-030)
THIS BUILDING IS OVER 100 YEARS OLD. THERE HAS BEEN RECENT WORK ON THE TRUSS ROOF WITH NO PROOF THAT THE WORK WAS PERFORMED BY A QUALIFIED, LICENSED CONTRACTOR. THERE ARE NO PLANS OR PERMITS ON FILE FOR THIS ROOF WORK. A STRUCTURAL ENGINEERS' REPORT IS REQUIRED TO DTERMINE THE CONDITION OF THE ROOF TRUSSES AND THE ROOF PURLINS (SEVERAL ROOF PURLINS HAVE BEEN REPLACED).
SECTION 14X-1-104.1.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN107025: INSTALL EXIT SIGN

Failed to install standard internally illuminated exit, fire escape, and/or directional signs. (13-196-090, 13-160-700 thru 13-160-770)
THIS ILLEGAL EVENT SPACE IS POORLY ILLUMINATED WITH NO DEDICATED EXIT ILLUMINATION. DANGEROUS AND HAZARDOUS. SECTION 14X-5-505.6.2

4716 W LAKE ST	ES_COMPL	ES_COMPL	03/14/2002	OPEN

EL0088: REMOVE**********

Remove
#1 READS "GLASS & PLASTICS " APROX SIZE 4X4,#2 READS "COLUMBIA GLASS & PLASTICS" APPROX SIZE 4X20

Total records: 10

4716 W. LAKE ST — CA: 25

App. Type: PERMIT - ELECTRIC WIRING **Estimated Cost:** $10,000.00

App. No. 100204820 **App. Date:** 10/08/2007 **Permit Issued:** 10/17/2007

UPGRADE TO AN 800 AMP SERVICE

Inspector: _____ BL No. _____ Inspection Date: ___/___/____ Insp. No. _____

Inspection Result Passed ☐ Failed ☐ Final ☐ Partial ☐ No Entry ☐ Void Permit ☐ Stop Order ☐

FILED DATE: 5/31/2024 6:19 PM 2022L010246

Building Information

No. Stories	1	**Constr Type**	3B	**Fire Escape**	N	**Exempt**	N	**Lot Width**	142
Width	142	**Attic**	N	**Smoke Detector**	N	**Annual**	Y	**Lot Length**	460
Length	460	**Basement**	Y	**CO Detector**	N	**CN Fee**	320	**Lot Area**	65320
Area	82500	**Height**	0	**Porch**					

Dwelling Units:	**Attic**	0	**Rooming**	0	**Non-Resid**	1	**Basement**	0	**Family**	0	**Original**	0	**Total Units**	0

Applicant /Owner Information

APPL HARDIMAN TERRENCE **Day:** (847)375-8945
Address: 1000 MOKI LN. MT. PROSPECT IL 60056 **Mobile:**

APPL HYRE ELECTRIC COMPANY **Day:** (312)738-7200 X
Address: 611 W JEFFERSON ST SHOREWOOD IL 60404 **Mobile:**

Contractor Information

Type: **ELECT** **Name:** HYRE ELECTRIC COMPANY **Phone:** (312)738-7200 X

Address: 611 W JEFFERSON ST SHOREWOOD IL 60404

Lic. No.:	ECC01810	**Expires:**	02/28/2011	**Lic. Status:**	Inactive
Lic. No.:	SE1426	**Expires:**	02/28/2011	**Lic. Status:**	Inactive
Lic. No.:	SE4440	**Expires:**	07/31/2008	**Lic. Status:**	Inactive
Lic. No.:	SE5347	**Expires:**	06/30/2010	**Lic. Status:**	Inactive

Fee Description	Amount	Bill Date	Waived	Status	Paid Date
EL LOAD CALCULATION FEE	$50.00		N	PAID	10/17/2007
EL PERMIT FEE - SERVICES-STD SVC	$100.00		N	PAID	10/17/2007
EL PLAN REVIEW FEE - SVC>=400A - STD SVC	$100.00		N	PAID	10/17/2007
Total Fees:	**$250.00**				

Inspections

Insp. #	Insp. Type	Partial	Waived	Started	Completed	Insp. By	Status	Modified By
2001027	EL_PERMIT	N	N	07/27/2009	07/27/2009	PCR30745	CLOSED	PCR30745

FILED DATE: 5/31/2024 6:19 PM 2022L010246

Open Violations for 4732 - 4732 W LAKE ST

Address	Application Type	InspectionType	Violation Date	Status
4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

NC1010: CONTRARY TO ORIGINAL PLAN

Performed or allowed construction or alteration work contrary to original plan of construction without obtaining a permit. (13-32-010, 13-12-050)

TWO VERY LARGE PARTION WALLS HAVE BEEN ERECTED INSIDE THIS UNLICENSED EVENT SPACE. THESE WALLS ARE COMPRISED OF VARIOUS SIZED WOOD SCRAPS, NUMEROUS OLD DOORS, SEVERAL GRAND PIANOS SET IN THEIR SIDE AS WELL AS VARIOUS SIZED WOOD STORAGE CRATES. THESE MAKE-SHIFT PARTION WALLS HAVE BEEN HAPHAZARDLY ASSEMBLED ARE IN A STATE OF IMINENET COLLAPSE. DANGEROUS AND HAZARDOUS. REMOVE THESE MAKE SHIFT PARTITIONS AND RESTORE THE OPEN FLOOR PLAN ORIGINAL TO THIS BUILDING.
SECTION 14A-4-401.1.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

EL0029: EXPOSED WIRING

Remove exposed wiring. (18-27-300.4)

THERE IS EXPOSED ELECTRICAL WIRING AT NUMEROUS OUTLETS AND AN OPEN ELECTRICAL PANEL WITH NO COVER. DANGEROUS AND HAZARDOUS.
SECTION 14X-7-703 AN 14X-7-705.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

NC2052: FINES AND PENALTIES

Register any person who caused any construction repairs or alterations to be made or for any building, structure, or any part thereof, without first obtaining and posting permits shall be fined from 10 to 200 dollars for each day construction, repair or alteration exists without permit. (13-12-050)

EXTENSIVE TRUSS ROOF WORK HAS BEEN PERFORMED WITHOUT PLANS OR PERMITS AS WELL AS NO PROOF THAT A QUALIFIED, LICENSED CONTRACTOR PERFORMED SAID WORK.SECTION 14A-4-401.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN138056: DEBRIS, EXCESSIVE

Remove accumulation of refuse and debris and keep premises clean. (13-196-580, 13-196-630)

THIS ILLEGAL EVENT SPACE HAS CREATED A HUGE, RAT INFESTED DEBRIS PILE OUTSIDE OF THE BUILDING.
SECTION 14X-3-302.1.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN015062: OBSTRUCTIONS IN EXIT WAY

Failed to remove obstruction from exitway that hampers travel and evacuation. (13-160-070, 13-196-080)

THERE IS ONLY ONE EXIT DOOR IN THIS ILLEGAL, UNLICENSED PPA EVENT SPACE AND THIS SOLE DOOR IS OBSTRUCTED BY A LARGE CURTAIN AND A MAKE-SHIFT PARTION WALL COMPRISED OF OLD WOODEN CRATES AND GRAND PIANOS SET ON THEIR SIDES. DANGEROUS AND HAZARDOUS.
SECTION 14-5-505.1.2.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

NC2011: PLANS & PERMITS REQ - CONTRCTR

Performed or allowed work to be performed without submitting plans prepared, signed and sealed by a licensed architect or registered structural engineer for approval and without obtaining a permit to perform the work. (13-32-010, 13-32-040, 13-40-020, 13-12-050)

THERE ARE NO PLANS OR PERMITS ON FILE AS PART OF THE (REQUIREMENT) FOR ACQUIRING A PPA LICENSE. THIS INDUSTRIAL ZONED BUILDING IS HOSTING ONGOING RAVE PARTY EVENTS SERVING / SELLING ALCOHOL; PROVIDING LIVE MUSIC AND SELLING TICKETS FOR ADMISSION. UNLESS THIS BUILDING'S ZONING IS CHANGED, IT IS NOT POSSIBLE TO OBTAIN THE LICENSE TO HOST ANY EVENTS WHAT SO EVER.
SECTION 14A-4-401.1.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN068014: REPAIR ROOF STRUCTURE

Failed to maintain roof structure in sound condition and good repair and free from defects which may admit rain. (13-196-530, 13-196-530(e), 13-196-641)

THIS IS A TRUSS ROOF BUILDING. THE EXISTING METAL ROOF TRUSSES HAVE AREAS OF RUSTED METAL. THERE HAVE BEEN NUMEROUS PURLINS REPLACED ALONG WITH ROOF SHEATHING WITHOUT PERMIT OR EVIDENCE OF QUALIFIED, LICENSED CONTRACTORS HAVING PERFORMED THE WORK. ALL FURTHER WORK TO BE PERFORMED ON THIS ROOF SYSTEM IS TO BE BASED ON A STRUCTURAL ENGINEERS' REPORT.
SECTION 14X-3-303.1.

Total records: 10

FILED DATE: 5/31/2024 6:19 PM 2022L010246

Open Violations for 4732 - 4732 W LAKE ST

Address	Application Type	InspectionType	Violation Date	Status
4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN061024: SUBMIT 2 COPY STRUCTURAL RPT

Failed to maintain building or structure in a structurally safe and stable condition. The Building Commissioner requests submission of two (2) copies of a structural condition report prepared, signed and sealed by an Illinois licensed Architect or Structural Engineer, attesting to the structural conditions of the building or structure. (13-196-030)
THIS BUILDING IS OVER 100 YEARS OLD. THERE HAS BEEN RECENT WORK ON THE TRUSS ROOF WITH NO PROOF THAT THE WORK WAS PERFORMED BY A QUALIFIED, LICENSED CONTRACTOR. THERE ARE NO PLANS OR PERMITS ON FILE FOR THIS ROOF WORK. A STRUCTURAL ENGINEERS' REPORT IS REQUIRED TO DTERMINE THE CONDITION OF THE ROOF TRUSSES AND THE ROOF PURLINS (SEVERAL ROOF PURLINS HAVE BEEN REPLACED).
SECTION 14X-1-104.1.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN107025: INSTALL EXIT SIGN

Failed to install standard internally illuminated exit, fire escape, and/or directional signs. (13-196-090, 13-160-700 thru 13-160-770)
THIS ILLEGAL EVENT SPACE IS POORLY ILLUMINATED WITH NO DEDICATED EXIT ILLUMINATION. DANGEROUS AND HAZARDOUS. SECTION 14X-5-505.6.2

4716 W LAKE ST	ES_COMPL	ES_COMPL	03/14/2002	OPEN

EL0088: REMOVE**********

Remove
#1 READS "GLASS & PLASTICS " APROX SIZE 4X4,#2 READS "COLUMBIA GLASS & PLASTICS" APPROX SIZE 4X20

Total records: 10

FILED DATE: 5/31/2024 6:19 PM 2022L010246

Open Violations for 4724 - 4724 W LAKE ST

Address	Application Type	InspectionType	Violation Date	Status
4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

NC1010: CONTRARY TO ORIGINAL PLAN

Performed or allowed construction or alteration work contrary to original plan of construction without obtaining a permit. (13-32-010, 13-12-050)

TWO VERY LARGE PARTION WALLS HAVE BEEN ERECTED INSIDE THIS UNLICENSED EVENT SPACE. THESE WALLS ARE COMPRISED OF VARIOUS SIZED WOOD SCRAPS, NUMEROUS OLD DOORS, SEVERAL GRAND PIANOS SET IN THEIR SIDE AS WELL AS VARIOUS SIZED WOOD STORAGE CRATES. THESE MAKE-SHIFT PARTION WALLS HAVE BEEN HAPHAZARDLY ASSEMBLED ARE IN A STATE OF IMINENET COLLAPSE. DANGEROUS AND HAZARDOUS. REMOVE THESE MAKE SHIFT PARTITIONS AND RESTORE THE OPEN FLOOR PLAN ORIGINAL TO THIS BUILDING.
SECTION 14A-4-401.1.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

EL0029: EXPOSED WIRING

Remove exposed wiring. (18-27-300.4)

THERE IS EXPOSED ELECTRICAL WIRING AT NUMEROUS OUTLETS AND AN OPEN ELECTRICAL PANEL WITH NO COVER. DANGEROUS AND HAZARDOUS.
SECTION 14X-7-703 AN 14X-7-705.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

NC2052: FINES AND PENALTIES

Register any person who caused any construction repairs or alterations to be made or for any building, structure, or any part thereof, without first obtaining and posting permits shall be fined from 10 to 200 dollars for each day construction, repair or alteration exists without permit. (13-12-050)

EXTENSIVE TRUSS ROOF WORK HAS BEEN PERFORMED WITHOUT PLANS OR PERMITS AS WELL AS NO PROOF THAT A QUALIFIED, LICENSED CONTRACTOR PERFORMED SAID WORK.SECTION 14A-4-401.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN138056: DEBRIS, EXCESSIVE

Remove accumulation of refuse and debris and keep premises clean. (13-196-580, 13-196-630)

THIS ILLEGAL EVENT SPACE HAS CREATED A HUGE, RAT INFESTED DEBRIS PILE OUTSIDE OF THE BUILDING.
SECTION 14X-3-302.1.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN015062: OBSTRUCTIONS IN EXIT WAY

Failed to remove obstruction from exitway that hampers travel and evacuation. (13-160-070, 13-196-080)

THERE IS ONLY ONE EXIT DOOR IN THIS ILLEGAL, UNLICENSED PPA EVENT SPACE AND THIS SOLE DOOR IS OBSTRUCTED BY A LARGE CURTAIN AND A MAKE-SHIFT PARTION WALL COMPRISED OF OLD WOODEN CRATES AND GRAND PIANOS SET ON THEIR SIDES. DANGEROUS AND HAZARDOUS.
SECTION 14-5-505.1.2.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

NC2011: PLANS & PERMITS REQ - CONTRCTR

Performed or allowed work to be performed without submitting plans prepared, signed and sealed by a licensed architect or registered structural engineer for approval and without obtaining a permit to perform the work. (13-32-010, 13-32-040, 13-40-020, 13-12-050)

THERE ARE NO PLANS OR PERMITS ON FILE AS PART OF THE (REQUIREMENT) FOR ACQUIRING A PPA LICENSE. THIS INDUSTRIAL ZONED BUILDING IS HOSTING ONGOING RAVE PARTY EVENTS SERVING / SELLING ALCOHOL; PROVIDING LIVE MUSIC AND SELLING TICKETS FOR ADMISSION. UNLESS THIS BUILDING'S ZONING IS CHANGED, IT IS NOT POSSIBLE TO OBTAIN THE LICENSE TO HOST ANY EVENTS WHAT SO EVER.
SECTION 14A-4-401.1.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN068014: REPAIR ROOF STRUCTURE

Failed to maintain roof structure in sound condition and good repair and free from defects which may admit rain. (13-196-530, 13-196-530(e), 13-196-641)

THIS IS A TRUSS ROOF BUILDING. THE EXISTING METAL ROOF TRUSSES HAVE AREAS OF RUSTED METAL. THERE HAVE BEEN NUMEROUS PURLINS REPLACED ALONG WITH ROOF SHEATHING WITHOUT PERMIT OR EVIDENCE OF QUALIFIED, LICENSED CONTRACTORS HAVING PERFORMED THE WORK. ALL FURTHER WORK TO BE PERFORMED ON THIS ROOF SYSTEM IS TO BE BASED ON A STRUCTURAL ENGINEERS' REPORT.
SECTION 14X-3-303.1.

Total records: 10

FILED DATE: 5/31/2024 6:19 PM 2022L010246

Open Violations for 4724 - 4724 W LAKE ST

Address	Application Type	InspectionType	Violation Date	Status
4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN061024: SUBMIT 2 COPY STRUCTURAL RPT

Failed to maintain building or structure in a structurally safe and stable condition. The Building Commissioner requests submission of two (2) copies of a structural condition report prepared, signed and sealed by an Illinois licensed Architect or Structural Engineer, attesting to the structural conditions of the building or structure. (13-196-030)
THIS BUILDING IS OVER 100 YEARS OLD. THERE HAS BEEN RECENT WORK ON THE TRUSS ROOF WITH NO PROOF THAT THE WORK WAS PERFORMED BY A QUALIFIED, LICENSED CONTRACTOR. THERE ARE NO PLANS OR PERMITS ON FILE FOR THIS ROOF WORK. A STRUCTURAL ENGINEERS' REPORT IS REQUIRED TO DTERMINE THE CONDITION OF THE ROOF TRUSSES AND THE ROOF PURLINS (SEVERAL ROOF PURLINS HAVE BEEN REPLACED).
SECTION 14X-1-104.1.

4700 W LAKE ST	CN_COMPL	CN_COMPL	06/17/2022	OPEN

CN107025: INSTALL EXIT SIGN

Failed to install standard internally illuminated exit, fire escape, and/or directional signs. (13-196-090, 13-160-700 thru 13-160-770)
THIS ILLEGAL EVENT SPACE IS POORLY ILLUMINATED WITH NO DEDICATED EXIT ILLUMINATION. DANGEROUS AND HAZARDOUS. SECTION 14X-5-505.6.2

4716 W LAKE ST	ES_COMPL	ES_COMPL	03/14/2002	OPEN

EL0088: REMOVE**********

Remove
#1 READS "GLASS & PLASTICS " APROX SIZE 4X4,#2 READS "COLUMBIA GLASS & PLASTICS" APPROX SIZE 4X20

Total records: 10

4700 W. LAKE ST — CA: 25

App. Type: PERMIT - NEW CONSTRUCTION **Estimated Cost:** $0.00

App. No. B111415 **App. Date:** **Status:** Annual

Inspector: _____ BL No. _____ Inspection Date: ___/___/____ Insp. No. _____

Inspection Result Passed ☐ Failed ☐ Final ☐ Partial ☐ No Entry ☐ Void Permit ☐ Stop Order ☐

FILED DATE: 5/31/2024 6:19 PM 20221010246

Building Information

No. Stories	1	**Constr Type**	3B	**Fire Escape**	N	**Exempt**	N	**Lot Width**	142
Width	142	**Attic**	N	**Smoke Detector**	N	**Annual**	Y	**Lot Length**	460
Length	460	**Basement**	Y	**CO Detector**	N	**CN Fee**	320	**Lot Area**	65320
Area	82500	**Height**	0	**Porch**					

Dwelling Units:	**Attic**	0	**Rooming**	0	**Non-Resid**	1	**Basement**	0	**Family**	0	**Original**	0	**Total Units**	0

Applicant /Owner Information

CN_PAYER A.S.H. MANAGEMENT INC. **Day:**
Address: 4716 W LAKE STREET CHICAGO IL 60644 **Mobile:**

NOTICE A.S.H. MANAGEMENT INC. **Day:**
Address: 4716 W LAKE STREET CHICAGO IL 60644 **Mobile:**

Fee Description	Amount	Bill Date	Waived	Status	Paid Date
CN_ANNUAL	$320.00	04/28/2008	N	PAID	06/03/2008
CN_ANNUAL	$440.00	03/09/2007	N	PAID	03/26/2007
HISTORICAL ANNUAL FEES CONVERTED LEGACY WARRANT NUMBER: CN2004412521	$440.00		N	PAID	12/15/2004
Total Fees:	**$1,200.00**				

Inspections

Insp. #	Insp. Type	Partial	Waived	Started	Completed	Insp. By	Status	Modified By
1416656	CN_ANNUAL	N	N	04/26/2006	04/26/2006	BL00746	PASSED	BL00247
2170753	CN_ANNUAL	N	N	04/10/2008	04/10/2008	BL00254	FAILED	BL07004

CN107035 - Failed to maintain all exit signs illuminated when building is occupied and otherwise maintain exit signs in good condition. (13-196-090, 13-160-700 thru 13-160-770) Non-lit exit lights west. — OPEN

CN031013 - Failed to install approved fire extinguishers on every floor of residential building more than three stories in height and having floor area exceeding 3,000 square feet. (15-16-160, 15-16-640) Missing fire extinquisher shop area. — OPEN

2267443	CN_ANNUAL	N	N	05/15/2008	05/15/2008	BL00804	PASSED	BL06127

CN031013 - Failed to install approved fire extinguishers on every floor of residential building more than three stories in height and having floor area exceeding 3,000 square feet. (15-16-160, 15-16-640) Missing fire extinquisher shop area. — 05/15/08 COMPLIED

CN107035 - Failed to maintain all exit signs illuminated when building is occupied and otherwise maintain exit signs in good condition. (13-196-090, 13-160-700 thru 13-160-770) Non-lit exit lights west. — 05/15/08 COMPLIED

PLAINTIFF0033