

Filed in Open Court

STATE OF INDIANA

COUNTY OF LAKE

ROBERT PHILLIPS,

PLAINTIFF,

v.

EAST CHICAGO BUILDING DEPARTMENT,

DEFENDANT.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

SITTING AT CROWN POINT, INDIANA

MICHAEL B. BROWN
RECORDER

OCT 08 2015

2015 071073

2015 OCT 20 AM 9:53

Michael B. Brown
CLERK LAKE CIRCUIT COURT

CAUSE No. 45C01-1507-PL-56

RECEIVED

OCT 08 2015

Michael B. Brown
CLERK LAKE CIRCUIT COURT

Document is NOT OFFICIAL!
AGREED ORDER TO REPAIR OR DEMOLISH

Comes now Plaintiff, Robert Phillips by Counsel, Lemuel Stigler, and Defendant, East Chicago Building Department, by Counsel Kevin C. Smith and stipulate and agree as follows:

1. The above captioned proceeding was initiated by Defendant East Chicago Building Department against Plaintiff Robert Phillips, concerning 3902-06 Guthrie, East Chicago, Indiana, a property owned by Plaintiff, and/or an entity owner by Plaintiff, the legal description of which is as follows:
Inland Subdivision Lot 10, Block 3, All of Lot 11, Block 3 and Lot 12 Block 3 and Part of Vacated Grace Street, Lying West of Lot 12 (E LY .5 x 92 Feet)
Key Number 45-03-22-478-001-000-024 (hereinafter the "Property")
2. The Court has jurisdiction over the parties and the subject matter of this action.
3. The above listed property had been previously identified by the Building Commissioner, the enforcement authority, as a building or structure that is unsafe to person or property, a fire or health hazard, a public nuisance and due to the condition, failure to repair, maintain or vacancy is in violation of Municipal Code and the Unsafe Building Act, Indiana Code 36-7-9-1.



17- (4)
41104

rw

4. Pursuant to these findings and acting to eliminate blight and protect public health and safety, the enforcement authority issued to the property owners and interested parties a written Emergency Notice dated June 23, 2015 which required the above listed property to be vacated and sealed pursuant to I.C. 36-7-9-5.
5. This Emergency Notice to Vacate and Seal complied with I.C. 36-7-9-5 and contained the required information including in part, the name of the person to whom the order was issued, a legal description and common address of the unsafe premises, the action requested on the unsafe property, the time frame permitted for compliance and notice of owner's ability to appeal the Emergency Notice to the Lake Superior or Circuit Court.
6. Service was made upon all parties possessing a known or recorded interest in the property, including fee interest, life estate interest, substantial property interest or equitable interest, as determined from information maintained by the Lake County Recorder.
7. Such recommendation and action was necessary and reasonably related to the condition of the property, the failure of the owner of the property to remedy the condition of the property and given the nature and use of the nearby properties. Sealing and Vacating of the above listed structure is necessary and reasonable in relation to the present condition of the property, which requires services of the City in excess of ordinary maintained property, and which creates a negative effect on property values, as well as affects the quality of life, and use, of the surrounding area in the City of East Chicago
8. On July 6, 2015, Plaintiff and owner Robert Phillips filed an application for temporary restraining order with the Lake Circuit Court, which was heard on July 7, 2015 and an Agreed Order was entered on that date by the parties to stay the Emergency Order to Vacate and Seal and the matter was set for further proceedings on September 14, 2015.



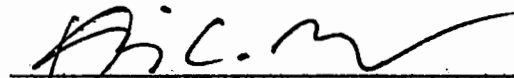
9. The parties to this action now agree than an Agreed ORDER to Repair or Demolish, pursuant to the Indiana Unsafe Building Act (I.C. 36-7-9) be entered as to the Property located at 3902 Guthrie, East Chicago, Indiana and that Demolition estimates be obtained by public bid as per the Act.
10. It is agreed that Defendant, City of East Chicago Building Department will work with Plaintiff, Robert Phillips, to enter into a written Agreement to Rehabilitate the property during the time required to obtain written bids as required under the Act.
11. If a written Agreement to Rehabilitate is entered into by the parties, and substantial repairs are made pursuant to its terms, the Defendant will not issue demolition permits for the property and will allow Plaintiff to complete necessary repairs.
12. If substantial repairs are not made on the property under a written Agreement, the Defendant will issue permits for demolition of the property and demolish the property according to applicable codes.
13. Plaintiff shall close the sidewalk in front of the property during the above mentioned time frame, and shall be responsible for the proper placing of all barricaded. Defendant shall allow ingress and egress to the property for purposes of inspection and repair.
14. Plaintiff agrees that all liability regarding the condition of the property as it relates to the health and safety of the public is assumed and born by Plaintiff.

So Agreed this 30th Day of September, 2015.

APPROVED:


LEMUEL STIGLER (#227145)

P.O. BOX 10222
MERRILLVILLE, IN 46411
ATTORNEY FOR PLAINTIFF


KEVIN C. SMITH (#18169-45)

9301 CALUMET AVENUE, SUITE 1F
MUNSTER, IN 46321
ATTORNEY FOR DEFENDANT

ALL OF WHICH IS HEREBY APPROVED, ORDERED, ADJUDGED AND DECREED, AS AN ORDER AND JUDGMENT OF THE COURT, AND THE COURT HEREBY DIRECTS ENTRY OF JUDGMENT AS HEREIN PROVIDED.

Dated:

Oct 8th 2015

[Handwritten Signature]

JUDGE, LAKE CIRCUIT COURT

