

UNOFFICIAL COPY

Box space reserved for Recorder's Office only

Dup. orig.



Doc#: 0427402036
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 09/30/2004 07:43 AM Pg: 1 of 3

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

THE CITY OF CHICAGO,
a Municipal Corporation,

Plaintiff,

v. *CKC South LLC*

Defendant(s).

Case No: *03M1-403723*

Address: *7546-56 S. Coler*

Courtroom 110 J, Daley Center

AGREED ORDER OF INJUNCTION AND JUDGMENT

THIS CAUSE COMING to be heard on the set call, the Court being fully advised in the premises:

Defendant(s) *CKC South LLC*

and the City of Chicago have reached agreement as to the resolution of this case, stipulate to the following facts and agree to entry of the following order(s):

Stipulations

1. The premises contains, and at all times relevant to this case contained, the violations of the Chicago Municipal Code set forth in Plaintiff's Complaint and notice of violations. Defendant has a right to contest these facts, but knowingly and voluntarily stipulates to said facts and waives the right to trial, including the right to a jury trial, if any, as to each, any, and all of the stipulated facts.

Orders

2. a) The judgment entered on the date of *9/20/04* in the amount of \$ *1,000* against Defendants *CKC South, LLC* shall stand as final judgment on Count I of Plaintiff's complaint. Leave to enforce said judgment is stayed until *10/20/04*. Execution is to issue on the judgment thereafter. Count I is dismissed as to all other defendants.

Plaintiff agrees to accept \$ *500* in full settlement of the judgment if payment is made to the City of Chicago by *10/20/04*. If payment is mailed it must be postmarked within the aforesaid time limit and mailed to the attention of Tina Zvanja at 30 N. LaSalle St., Room 700, Chicago, IL 60602.

b) Defendant has paid a settlement of \$ _____, instanter, as evidenced by receipt # _____.

3. Defendant *CKC South, LLC* must:

Bring the subject premises into full compliance with the Municipal Code of the City of Chicago by _____.

Not rent, use, lease, or occupy the subject premises, and keep the premises safe and secure, until further order of court.

Comply violations # 1, 3, 8, 19, 23-27 on or before 4/1/05

The property will not be fully complied unless Defendant has obtained all necessary permits for work done at the property.

4. Defendant shall schedule and permit interior inspections of the subject premises to verify compliance with the terms of this Agreed Order. Defendant shall call Inspector *Sam Clark* at 746- *9510* to schedule an inspection,

by 4/1/05.

#410

UNOFFICIAL COPY

The provisions of this agreement shall be binding on the parties, partners and managing partners, successors, heirs and assigns of the Defendant. If Defendant in any way transfers or otherwise transfers ownership of the premises before the repairs required by this Agreed Order are completed and approved by the Department of Buildings, Defendant must notify the City and the Court of the change in ownership by way of motion duly filed with the Court with notice given to the City. **DEFENDANT IS FULLY RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS UNDER THIS AGREED ORDER, REGARDLESS OF OWNERSHIP OF THE PREMISES.**

Penalties

5. Should Defendant fail to comply with any of the provisions of this Agreed Order, the City will petition the Court to enforce the Agreed Order. Defendant may be subject to any or all of the following penalties for failure to comply. This list is not exclusive, and the Court may order other appropriate action upon petition by the City, including the appointment of a receiver to make repairs and reinstatement of the case.

(a) **Default fines.**

(i) Defendant will comply with the compliance schedule set forth above, and will be subject to fines of \$500 per day for each violation of the Municipal Code that exists past the due date. The fines will be calculated from the first day Defendant violates the compliance schedule, and will continue to run until Defendant complies the violations.

(ii) Defendant will pay a lump-sum default fine of \$ 2,000 if violations exist at the premises after the due date agreed to in the compliance schedule.

(b) **Contempt of Court.**

(i) **Civil Contempt.** If upon petition by the City, the Court finds that Defendant has failed to comply with the Agreed Order, Defendant shall be subject to fines and/or incarceration for indirect civil contempt until Defendant purges the contempt by complying with the Agreed Order.

(ii) **Criminal Contempt.** If upon petition by the City for indirect criminal contempt, Defendant is found beyond a reasonable doubt to have wilfully refused to comply with the Court's order, Defendant will be subject to a fine and/or incarceration, which fine or period of incarceration will not be affected by Defendant's subsequent compliance with the Agreed Order.

Proceedings on Request for Relief

6. If the City files a motion or petition pursuant to paragraph 5, Defendant waives the right to a trial or hearing as to all issues of law and fact, except whether or not Defendant has violated the provisions of this Agreed Order, whether or not said violation(s) constitute civil or criminal contempt, and whether or not the requested relief is appropriate and/or feasible.

7. The court reserves jurisdiction of this matter for the purposes of modification, enforcement or termination of this order to comply, including the adjudication of proceedings for contempt or default fines, which could result in the imposition of a fine and/or incarceration, and reinstatement of the Plaintiff's Complaint.

8. This matter is hereby dismissed by agreement of the parties, without prejudice, subject to the agreement detailed above. This order is final, appealable, and enforceable, the court finding no just cause or reason to delay its enforcement or appeal.

THE PARTIES HAVE READ AND HEREBY AGREE TO THE ABOVE TERMS AND CONDITIONS:

Mara S. Georges, Corporation Counsel #90909
By: [Signature]
Assistant Corporation Counsel
30 N. LaSalle, Room 700
Chicago, IL 60602
(312) 744-8791

[Signature]
Defendant or Attorney for Defendant
MITCHELL FASHER
157 N. BRICKWAY
(847) 359-8880 C 006

HEARING DATE: 9/20/04

SO ORDERED: [Signature]
Judge

UNOFFICIAL COPY

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

* * * LEGAL DESCRIPTION * * * FRONT

Address: 7546 7556 S COLES AV
PI# 21-30-306-007

FRONT

& 010

PARCEL 1: LOT 1 AND 2 IN OWNERS DIVISION OF LOT 8 IN DIVISION 1 IN WESTFALL'S SUBDIVISION OF 208 ACRES BEING ON THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL OF SECTION 30, ALSO OF LOT 4 IN MINNICK'S SUBDIVISION OF LOTS 3, 5, 6, AND 7 IN DIVISION 1 IN WESTFALL'S SUBDIVISION AFORESAID AND OF LOT 58 IN FRACTIONAL SECTION 30, TOGETHER WITH A RESUBDIVISION OF LOTS 1, 2, 4, 64, 66, 126, 127 AND 128 OF DIVISION 1 OF WESTFALL'S SUBDIVISION OF LOTS 9, 10, 11, AND 12 IN DIVISION 1 OF WESTFALL'S SUBDIVISION AFORESAID, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE NORTH 1/2 OF LOT 17 IN FRED WILKINSON'S SUBDIVISION OF LOTS 9, 10, 11 AND 12 IN DIVISION 1 OF WESTFALL'S SUBDIVISION, 208 ACRES BEING THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, LYING EAST OF THE 3RD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS

Cook County Clerk's Office