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Cook County Recorder of Deeds
Date: 03/29/2005 02:00 PM 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. David Guzik

Defendant(s).

Case No: 03 MI-405038

Address: 6406-10 N Clark

Courtroom 1107, 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) David Guzik

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 2-15-05 in the amount of \$ 2,000 against Defendants David Guzik shall stand as final judgment on Count I of Plaintiff's complaint. Leave to enforce said judgment is stayed until 5-15-05. Execution is to issue on the judgment thereafter. Count I is dismissed as to all other defendants.

Plaintiff agrees to accept \$ 1,000.00 in full settlement of the judgment if payment is made to the City of Chicago by 5-15-05. 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.

Otherwise plaintiff Defendant will pay \$2,000.00 plus costs if \$1,000.00 not paid by 5-15-05

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

3. Defendant David Guzik

must:

- Bring the subject premises into full compliance with the Municipal Code of the City of Chicago by 2-15-06
- Not rent, use, lease, or occupy the subject premises, and keep the premises safe and secure, until further order of court.*
- May remove porches without permit within 14 days.

The property will not be fully complied unless Defendant has obtained all necessary permits for work done at the property. *Waiver of permits is for removal of rear porch only.*

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 Esquivel at 770-787-7816 to schedule an inspection.

by 2-22-06 * First floor bar at south end 6406 N. Clark, is excluded from this order.

7/4/0

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The provisions of this agreement shall be binding on the parties, partners and managing partners, successors, heirs and assigns of the Defendant. If Defendant intends to sell or otherwise transfer 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 \$ _____ 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 retains jurisdiction to adjudicate any enforcement action initiated pursuant to paragraph 5 of this Agreed Order, and retains jurisdiction of this matter for the purposes of modification, enforcement or termination of the orders stated in paragraphs 3 and 4 of this Agreed Order.

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: _____
Assistant Corporation Counsel
30 N. LaSalle, Room 700
Chicago, IL 60602
(312) 744-8791

David Guzik
Defendant or Attorney for Defendant
1155 N. Milwaukee Street
(312) 215-5651

Assoc. Judge ANN HOUSER

HEARING DATE: 2-15-05

SO ORDERED:

FEB 15 2005

Ann Houser
Judge Houser
Circuit Court - 227
Courtroom 1107

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

*** LEGAL DESCRIPTION ***

RE: 6406-10 N. CLARK ST.
PIN# 11-31-420-018

LOT 35 AND THE NORTH 13.80 FEET OF LOT 36 IN SCHREIBER'S SUBDIVISION OF THAT PART OF LOTS 2, 3, 4 AND 5 OF CIRCUIT PARTITION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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