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Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 09/22/2006 01:55 PM Pg: 1 of 5

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

**CITY OF CHICAGO, a Municipal Corporation,**

**Plaintiff,**

**v.**

**CARRIE'S PLACE NFP and VANESSA M. WHITE,**

**Defendants.**

**No. 06 M1 400424**

**Re: 8104 S. Morgan St.**

**Courtroom 1107**

**Agreed Order of Settlement with Permanent Injunction**

This case is before the Court to approve the terms of this Agreed Order of Settlement with Permanent Injunction between Plaintiff City of Chicago ("City") and Defendants Carrie's Place NFP and Vanessa M. White (collectively referred to as "Defendants").

The parties wish to resolve this case without a trial, and have read and voluntarily agreed to the terms of this Order. The Court makes the following findings of fact and law, and orders Defendants to comply with each of the agreements stated in this Order:

1. The Court has *in personam* jurisdiction over the parties and *in rem* jurisdiction over the property commonly known as 8104 South Morgan Street, Chicago, Illinois ("subject property"), and legally described as:

LOT 2 IN BLOCK 2 IN HOMELAND HEIGHTS SUBDIVISION IN THE  
NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Permanent Index Number: 20-32-218-018-0000.

2. The subject property contains a one-story residential building with a basement and an attic and is located in an RS2 Residential Single-Unit (Detached House) District.
3. Defendant Carrie's Place NFP ("Carrie's Place") is an Illinois not-for-profit corporation that occupies the subject property, as well as other properties that have been duly authorized by the State of Illinois' Department of Human Services, to provide community integrated living arrangements ("CILA's") under license number 036010. Defendant Vanessa White owns the subject property.
4. The City alleges in its Complaint for Equitable and Other Relief that beginning on or about November 9, 2004, and continuing to the present, the subject property has been used as a transitional residence or transitional shelter, in violation of Title 17 ("Zoning Ordinance") and various other provisions of the Municipal Code of Chicago. Defendants dispute these allegations and allege that the operation of a CILA at the subject property does not violate the Zoning Ordinance, but agree to the following terms in order to settle this lawsuit.
5. Defendants agree to reimburse the City for the City's litigation costs in the amount of \$150.00. Payment of the \$150.00 shall be made by a certified check or money order payable to the "City of Chicago" and delivered to Tina Zvanja at 30 North LaSalle Street, Suite 700, Chicago, Illinois, 60602, no later than October 16, 2006.
6. Defendants also agree to the entry of a permanent injunction enjoining them, their successors, heirs, assignees, agents, and/or other person(s) working in concert with them or under their control, from using the subject property, or allowing it to be used, to operate or maintain a transitional residence or transitional shelter as defined in Sections 17-0102(7)-(8) of the Zoning Ordinance. See Municipal Code of Chicago §§17-17-0102(7)-(8) (2005). This injunction does not prohibit the operation of a transitional residence at the subject property pursuant to a valid special use obtained from the Chicago Zoning Board of Appeals.
7. The parties acknowledge that, as of the date of this Agreed Order, there are three clients of Carrie's Place currently residing at the subject property who will continue to reside at the subject property on a permanent basis, which, for the purposes of this Agreed Order, means that their stay at the subject property shall be for an indefinite duration that is not terminated upon the successful completion of any rehabilitation program, therapy, or counseling, or for any other reason indicating that their stay is temporary.
8. Defendants agree that Carrie's Place (including its officers, agents, and other person(s) working in concert with it or under its control), or any other name that Carrie's Place is known by or becomes known by, will operate at the subject property as a Family

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Community Home only, as defined under the Zoning Ordinance, and that the operations of Carrie's Place at the subject property shall be limited as follows:

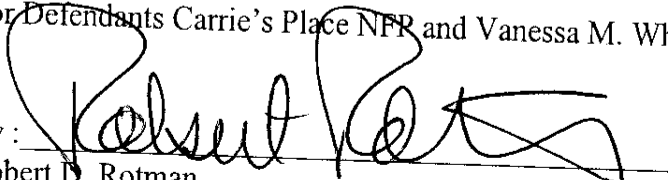
- a. No one shall reside at the subject property other than the paid professional staff of Carrie's Place (not to exceed three persons in number) and no more than six unrelated females with developmental disabilities who are clients of Carrie's Place. For the purposes of this Agreed Order, "developmental disability" (as defined under Chapter 59 of the Illinois Administrative Code) means a disability which is attributable to mental retardation, cerebral palsy, epilepsy or autism; or to any other condition which results in an impairment similar to that caused by mental retardation and which requires services similar to those required by individuals with mental retardation. Such disability must originate before the age of 18, be expected to continue indefinitely, and constitute a substantial handicap;
  - b. All clients of Carrie's Place residing at the subject property shall be female;
  - c. All clients of Carrie's Place residing at the subject property shall reside there on a permanent basis, as defined above; and
  - d. Carrie's Place shall not accept any client at the subject property who is registered with the State of Illinois as a sex offender, nor any other person who has been convicted of a felony for any sex offense listed in 720 ILCS 5/11 *et seq.* (2005).
9. Defendants shall apply for a certificate of occupancy from the Chicago Zoning Administrator no later than October 16, 2006, certifying the use of the subject property as a Family Community Home.
  10. All parties subject to the injunctions of this Agreed Order shall allow City Department of Zoning investigators access to the full interior of the subject building for periodic inspections to be conducted during regular business hours to determine compliance, and continued compliance, with the terms of this Agreed Order and the Municipal Code of Chicago. Unless the City initiates contempt proceedings and this Court orders otherwise, the number of inspections provided for in this Agreed Order shall be limited to three per calendar year. If Defendants, or any other party subject to the injunctions of this Agreed Order, are unable to allow the Department of Zoning investigators access to the full interior of the subject building during any inspection, they, or their attorney, shall contact the City's attorney within three business days from the date of the incomplete inspection to schedule a reinspection.
  11. At the City Department of Zoning investigator's request during any inspection, Defendants shall provide the investigator with a roster containing the full names of all persons who, at the time of the inspection, are residing at the subject property.

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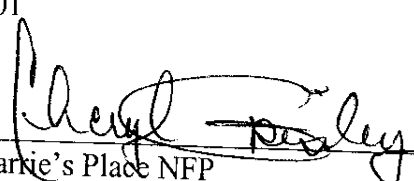
12. The Court shall retain jurisdiction of the injunctive portions of this Agreed Order solely for the purposes of enforcement or modification of the injunctions, upon proper motion. The Court shall retain jurisdiction of all other portions of this Agreed Order solely for the purpose of enforcement of the terms of this Agreed Order.
13. The parties agree and understand that any violation of this Order's provisions shall result in:
  - a. A fine to the City in the amount of \$500.00 to \$1,000.00 per day of violation; and
  - b. Upon petition by the City, a hearing as to why Defendants, or any other party subject to this Agreed Order, should not be held in contempt of court for violation of this Order.
14. If the City files a petition or motion to enforce the terms of this Agreed Order, the City will provide Defendants' attorney with notice in writing of the motion or petition that will be mailed to his address listed below on the same date that the City's petition or motion is filed.
15. All parties to this agreement waive their right to appeal this Order.
16. This case is taken off the Court's call.
17. This order is entered *in accordance to 9/15/06.* (PR) (CA)

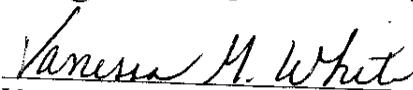
For Defendants Carrie's Place NFP and Vanessa M. White:

By:

  
 Robert D. Rotman  
 Attorney for Defendants  
 180 N. LaSalle St., Ste. 2101  
 Chicago, IL 60601

Co-Signed By:

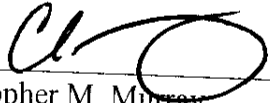
  
 Cheryl Pasley  
 Carrie's Place NFP

  
 Vanessa M. White

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For the City of Chicago

Mara S. Georges  
Corporation Counsel  
City of Chicago

By:  \_\_\_\_\_  
Christopher M. Murray

Assistant Corporation Counsel  
30 N. LaSalle St., Suite 700  
Chicago, IL 60602  
(312) 744-6648  
#90909



ENTERED:

\_\_\_\_\_ Date

\_\_\_\_\_ Judge *Houser*

Assoc. Judge ANN HOUSER

SEP 20 2006

Circuit Court - 227

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