

# UNOFFICIAL COPY



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Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 01/23/2007 09:32 AM Pg: 1 of 3

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

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

**Plaintiff,**

**v.**

**RAMON BRAVO and IRMA BRAVO,**

**Defendants.**

**No. 06 M1 401864**

**Re: 6005 W. Warwick Ave.**

**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 Defendant Ramon Bravo ("Defendant").

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 Defendant 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 6005 West Warwick Avenue, Chicago, Illinois ("subject property"), and legally described as:

LOT 2 IN ALBERT J. SCHORSCH IRVING PARK BOULEVARD GARDENS, 2<sup>ND</sup> ADDITION, A SUBDIVISION OF THE SOUTH 7 ½ ACRES OF THE EAST ½ OF THE EAST ½ OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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2. The subject property contains a one-story residential building with an attic and a basement and is located in an RS2, Residential Single-Unit (Detached House) District.
3. Defendant owns the subject property along with his wife, Irma Bravo.
4. The City alleges in its Complaint for Equitable and Other Relief that beginning on or about June 28, 2006, and continuing to the present, Defendant has used the subject property to maintain multiple dwelling units in an RS2 District, in violation of Title 17 ("Zoning Ordinance") and various other provisions of the Municipal Code of Chicago.
5. Defendant admits to these allegations and agrees to plead liable to all counts alleged in the Complaint. Defendant also agrees to pay the City a fine in the amount of \$500.00 and reimburse the City of the City's litigation costs in the amount of \$150.00. Payment of the \$650.00 shall be made by a certified check or money order payable to the "City of Chicago" and delivered to Kimberly Miller at 30 North LaSalle Street, Suite 700, Chicago, Illinois, 60602, no later than February 20, 2007.
6. Defendant further agrees to the entry of a permanent injunction enjoining him, his successors, heirs, assignees, agents, and/or other person(s) working in concert with him or under his control, from maintaining more than one dwelling unit (as defined under Municipal Code of Chicago Section 17-17-0248) at the subject building. This prohibits use of the subject building's basement and attic as separate dwelling units.
7. The parties subject to this Agreed Order shall allow City inspectors access to the full interior of the subject building for periodic inspections to be conducted during regular business hours (Monday through Friday) to determine compliance, and continued compliance, with the terms of this Agreed Order and the Municipal Code of Chicago. If City inspectors are unable to gain access to the full interior of the subject building during any inspection, Defendant, or any other party subject to this Order, shall contact the City's attorney to schedule an immediate reinspection.
8. Defendant shall complete the deconversion of the illegal dwelling unit(s) in the subject building no later than ~~February 22~~<sup>March 23</sup>, 2007. A court ordered interior inspection of the entire interior of the subject building shall take place on ~~February 22~~<sup>March 29</sup>, 2007, between 11 am and 1 pm to verify the deconversion has been completed.
9. 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.

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- 10. 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 Defendant, or any other party subject to this Agreed Order, should not be held in contempt of court for violation of this Order.
- 11. All parties to this agreement waive their right to appeal this Order.
- 12. Defendant Irma Bravo, having been served with a sealed summons and the City's Complaint filed in this case, is hereby defaulted as a party defendant for failing to answer the City's Complaint or otherwise appear in these proceedings. She, along with her successors, heirs, assignees, agents, and/or other person(s) working in concert with her or under her control, are subject by way of default to the terms of the permanent injunction stated in paragraph 6 above.
- 13. This case is taken off the Court's call.

Agreed to by:

Ramon Bravo

Ramon Bravo  
6005 West Warwick Ave.  
Chicago, IL 60634

For the City of Chicago:

Mara S. Georges  
Corporation Counsel  
City of Chicago

By:

Christopher M. Murray

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

**JUDGE DAVID B. ATKINS**

**JAN 19 2007**

**Circuit Court - 1879**

ENTERED:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge