

# UNOFFICIAL COPY



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Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 03/23/2009 09:57 AM Pg: 1 of 3

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

CITY OF CHICAGO, a Municipal Corporation, )  
Plaintiff, )  
vs. )  
EUROPEAN DEVELOPMENT CO., 3561 W. LYNDALe, LLC., et al. )  
Defendant(s). )

Case No: 08 M1 400979  
Re: 4852-58 S. Prairie  
pin # 20-10-109-028-0000  
# 20-10-109-027-0000  
# 20-10-109-037-1001 to 1020

**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) European Development Co. and 3561 W. Lyndale 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. [x] a) The judgment entered on the date of March 19, 2009 in the amount of \$8,500 against Defendant European Development Co. and 3561 W. Lyndale LLC shall stand as final judgment on Count I of Plaintiff's complaint. Execution is to issue on the judgment. Count I is dismissed as to all other defendants.

Checks must be made payable to City of Chicago mailed to the attention of Kristina Mokrzycki at 30 N. LaSalle St., Room 700, Chicago, IL 60602. Plaintiff agrees to accept \$ 1,500.00 in full settlement of the judgment if payment is made to the City of Chicago by August 30, 2009; plus \$60.00 court costs.

3. Defendants European Development Co. and 3561 W. Lyndale LLC must, on or before August 30, 2009:
- a. Install metal decking on the porch on the west elevation of the property a minimum of 6 feet from the lot line on all elevation.
  - b. Hire a licensed masonry contractor to repair the parapet wall on the roof. The repair shall include the removal of skimcoat of mortar, tuckpoint all mortar joints, replace defective brick, reinstall the coping tile on the top of the parapet wall, and reinstall the ladder access to the roof.
  - c. Install the required fire separation on the utility rooms, including the rooms with the booster pump, electrical meters, and gas meters in the basement that will include additional drywall and caulk.

**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 Lodolce at 312-743-3532 to schedule an inspection.

The provisions of this agreement shall be binding on the parties, partners and managing partners, successors, heirs and assigns of the Defendant. **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 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:  Greg Jones

Assistant Corporation Counsel

30 N. LaSalle, Room 700

Chicago, IL 60602

312-742-0342

  
Defendant or Attorney for Defendant

Demtris Kare

Kare & Associates

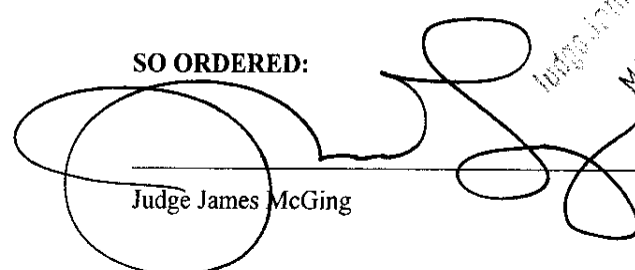
100 N. LaSalle, Suite 1710

Chicago, IL 60602-2407

(312) 920-0111

HEARING DATE: 3/19/09

SO ORDERED:

  
Judge James McGing

Judge James McGing  
MAR 19 2009  
Circuit Court - 1026

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## 4852-4858 S. Prairie Legal Description

Within the corporate limits of Chicago, there is a parcel of real estate legally described as:

Lots 11, 12, 13 and 14 in Block 3 in Eleanor's Subdivision of the South 12 acres of the Northeast 1/4 of the Northwest 1/4 of Section 10, Township 38 North, Range 14, (except the East 300 feet) and except the South 100 feet of the West 200 feet (except the streets) of the Southwest corner of the Northeast 1/4 of the Northwest 1/4 East of the Third Principal Meridian, in Cook County, Illinois.

"Additional Land"

- The West 64.0 feet of the South 36.58 feet of Lots 11, 12, 13 and 14 in Block 3 in Eleanor's Subdivision of the South 12 acres of the Northeast 1/4 of the Northwest 1/4 of Section 10, Township 38 North, Range 14, (except the East 300 feet) and except the South 100 feet of the West 200 feet (except the streets) of the Southwest corner of the Northeast 1/4 of the Northwest 1/4 East of the Third Principal Meridian, in Cook County, Illinois.

This parcel is commonly known as 4852-58 S. Prairie, Chicago, Illinois ("subject property"), and has a permanent index number of 20-10-109-028-0000, 20-10-109-027-0000, and 20-10-109-037-1001 to 1020

Property of Cook County Clerk's Office