



Doc#: 1008334004 Fee: \$40.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 03/24/2010 08:18 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.  
  
HECTOR ORTIZ and SONIA ORTIZ,  
  
Defendants.

No. 09 M1 401671  
  
Re: 4430 NORTH AUSTIN AVENUE  
  
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 Hector Ortiz and Sonia Ortiz (collectively "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 Defendant to comply with each of the terms stated in this Order:

1. The Court has *in personam* jurisdiction over the parties and *in rem* jurisdiction over the property commonly known as 4430 North Austin Avenue, Chicago, Illinois ("subject property"), and legally described as:

LOT 8 IN BLOCK 1, IN OLIVER L. WATSON'S MONTROSE BOULEVARD ADDITION, BEING A SUBDIVISION OF THE SOUTH FORTY ACRES OF THE NORTHWEST QUARTER OF SECTION 17. TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDAN, IN COOK COUNTY, ILLINOIS.

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Permanent index number: 13-17-123-020-0000.

2. The subject property contains a one-story single-family residence with an attic and a basement ("subject building") and is located in an RS2 Residential District.
3. Defendants are the record owners of the subject property, having obtained title by warranty deed dated July 15, 1999.
4. The City alleges in its Complaint for Equitable and Other Relief that beginning on or about September 5, 2008, Defendants 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. In settlement of this matter, Defendants agree to pay the City a fine in the amount of \$500.00 and reimburse the City's litigation costs in the amount of \$128.00. Payment of the \$628.00 shall be made by a certified check or money order payable to the "City of Chicago" and delivered to Kimberly White at 30 North LaSalle Street, Suite 700, Chicago, Illinois, 60602, no later than April 23, 2010.
6. Defendants further 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 maintaining multiple dwelling units (as defined under Municipal Code of Chicago Section 17-17-0248) in the subject building. If the subject property is re-zoned to a zoning district that would allow multiple dwelling units, any party subject to this injunction shall be granted leave to file a motion seeking to vacate the permanent injunction. If more than one dwelling unit is allowed at the subject property, the permanent injunction shall not be vacated unless the additional dwelling unit(s) is/are in compliance with all other requirements of the Municipal code, including all building code provisions.
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. 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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9. 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.
10. All parties to this agreement waive their right to appeal this Order.
11. This case is taken off the Court's call.

Agreed to by:

Defendants Hector Ortiz and Sonia Ortiz <sup>OKM</sup>

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 #90909

ENTERED:

\_\_\_\_\_ Date

\_\_\_\_\_ Judge

Assoc. Judge ANN HOUSER  
 MAR 19 2010  
 Circuit Court - 227