



# UNOFFICIAL COPY

- 4. Defendant(s) shall schedule, permit, and be present for an exterior and interior inspection of the subject premises with the Department of Buildings to allow City to verify compliance with the terms of this Agreed Order.  
Defendant shall call Inspector \_\_\_\_\_ at (312) 743-\_\_\_\_\_ to schedule an inspection by \_\_\_ / \_\_\_ / \_\_\_\_\_.
- 5. The premises will not be in full compliance unless Defendant(s) or owner(s) has/have obtained all necessary permits for work done at the premises. The provisions of this agreement shall be binding on the parties, partners and managing partners, and all successors, heirs, legatees, and assigns of the Defendant(s). **DEFENDANT(S) IS/ARE FULLY RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS UNDER THIS AGREED ORDER, REGARDLESS OF OWNERSHIP OF PREMISES.**
- 6. No one other than Defendant(s) named above may sell, assign, or transfer the property until further order of court.

### Penalties

- 7. Should Defendant(s) fail to comply with any provision of this Agreed Order, City may petition the Court to enforce this Agreed Order. Defendant(s) 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 remedies upon petition by City, including the appointment of a receiver to make repairs and/or reinstatement of the case.
  - (a) **Default Fines**
    - Defendant(s) shall follow the compliance schedule set forth above and shall be subject to fines of \$500.00 per day for each violation of the Municipal Code that exists past the due date. Such fines shall be calculated from the first day Defendant(s) violate(s) the compliance schedule, and shall continue to run until Defendant(s) bring the violations into compliance.
    - Further, if the premises are found to not be secured after entry of this Agreed Order, Defendant(s) shall be subject to a lump-sum default fine in the amount of \$5,000.00.
  - (b) **Contempt of Court.**
    - (i) **Civil Contempt.** If upon petition by City, the Court finds that Defendant(s) has/have failed to comply with this Agreed Order, Defendant(s) shall be subject to fines and/or incarceration for indirect civil contempt until Defendant(s) purge(s) the contempt by complying with the Agreed Order.
    - (ii) **Criminal Contempt.** If upon petition by City for indirect criminal contempt, Defendant(s) is/are found beyond a reasonable doubt to have willfully refused to comply with the Court's order, Defendant(s) will be subject to a fine and/or incarceration. Such fine or period of incarceration shall not be affected by subsequent compliance with the Agreed Order.

### Proceedings on Request for Relief

- 8. If City files a motion or petition pursuant to paragraph 6, Defendant(s) waive(s) the right to a trial or hearing as to all issues of law and fact, except whether or not Defendant(s) has/have violated the provisions of this Agreed Order; whether or not said violation(s) constitute(s) civil or criminal contempt, and whether or not the requested relief is appropriate and/or feasible.
- 9. The court reserves jurisdiction of this matter for the purposes of modification, enforcement, or termination of this Agreed Order, 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 City's Complaint.
- 10. This matter is hereby dismissed by agreement of the parties, without prejudice, subject to the agreement detailed above. This order is final and enforceable, the court finding no just cause or reason to delay its enforcement. All parties to this agreement waive their right to appeal this Agreed Order.

11. *This matter is hereby off rail.*

HEARING DATE: 09 / 29 / 2010

**THE PARTIES HAVE READ AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS.**

By: \_\_\_\_\_  
 Assistant Corporation Counsel  
 Mara S. Georges, Corporation Counsel #90909  
 30 N. LaSalle, Room 700  
 Chicago, IL 60602 (312) 744-8791

Defendant: \_\_\_\_\_  
 By Counsel: \_\_\_\_\_  
 Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Associate Judge Joseph M. Sconza  
 SEP 29 2010  
 Circuit Court-1914  
 Judge Sconza Courtroom 1103

Pink Copy for Defendant(s) (photocopy if required)

Yellow Copy for City of Chicago Department of Law

White Original for Court Records

# UNOFFICIAL COPY

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

# 09 M 1 401557

CITY OF CHICAGO, a municipal corporation,

Plaintiff

v.

AGC INVESTMENTS, LLC

LABE BANK

S & S MANAGEMENT CO

Unknown owners and non-record claimants

Defendants

Case No.

Amount claimed per day 7,500.00

Address:

1145 - 1149 N LECLAIRE AVE CHICAGO IL  
60651-

### COMPLAINT FOR EQUITABLE AND OTHER RELIEF

Plaintiff, City of Chicago, a municipal corporation, by Mara S. Georges, Corporate Counsel, by the undersigned Assistant(s) Corporation Counsel, complains of Defendants as follows:

#### Count I

1. Within the corporate limits of said city there is a parcel of real estate legally described as follows:

16-04-402-006

LOTS 41 AND 42 IN BLOCK 2 IN JEROME J. DITTENHOEFER'S DIVISION STREET AND LAVERGNE AVENUE SUBDIVISION OF THE EAST 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as

1145 - 1149 N LECLAIRE AVE CHICAGO IL 60651-

and that located thereon is a

3 Story(s) Building

18 Dwelling Units

0 Non-Residential Units