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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 04/04/2011 09:05 AM Pg: 1 of 3

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#90909 (Zoning)

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

CITY OF CHICAGO, a Municipal Corporation,)
)
)
 Plaintiff,)
)
 v.)
)
 JMG REALTY GROUP LLC.,)
)
 Defendant.)

**No. 10 M1 402419
Re: 3848-58 N. Cicero Ave.
Courtroom 1107**

Agreed Order of Settlement with Permanent Injunction

This case coming before the Court to approve the terms of this Agreed Order of Settlement with Permanent Injunction between the Plaintiff City of Chicago ("City"), and Defendant JMG Realty Group LLC ("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 Defendants 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 3848-58 N. Cicero Avenue, Chicago, Illinois ("the subject property"), and legally described as:

LOTS 381, 382, 383 AND 384 IN GRAYLAND PARK ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Permanent index numbers: 13-21-211-028-0000, 13-21-211-029-0000, and 13-21-211-030-0000.

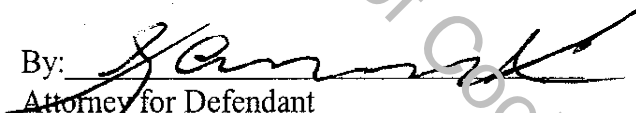
2. The subject property is an open, unimproved area surrounded by chain link and ornamental fencing located in a B3-1 Community Shopping District.
3. Defendant JMG Realty Group LLC, is an Illinois corporation and the record owner of the subject property.
4. The City alleges in its Complaint for Equitable and Other Relief that beginning on or about August 12, 2010, and continuing to the present, the subject property has been used to store items outdoors, including construction materials, motor vehicles and other junk and debris.
5. Defendant agrees to plead liable to Counts I through V of the City's Complaint. Judgment is entered in favor of the City on each of these counts and Defendants agree to pay \$1,000.00 fine to the City and shall reimburse the City for the City's litigation costs in the amount of \$128.00. Payment of the \$1,128.00 shall be made by certified check or money order payable to the "City of Chicago" and delivered by hand delivery or U.S. Mail to Kimberly Miller at 30 North LaSalle Street, Suite 700, Chicago, Illinois, 60602 no later than ~~April 25, 2011.~~
 May 1, 2011. 
6. Defendant, along with its successors, heirs, assignees, agents, and/or other person(s) working in concert with it or under its control, are permanently enjoined from using the subject property, or allowing it to be used to: (a) park or store motor vehicles, including damaged or inoperable vehicles, or b) store construction equipment or materials. As part of this injunction, Defendant shall keep the subject property clear of all motor vehicles, construction materials and any junk or debris. Defendants also agree not to use the subject property unless a certificate of occupancy has been issued by the City in accordance with Section 17-13-1400 *et seq.* of the Municipal Code of Chicago.
7. Defendant further agrees to keep the subject property secure at all times and maintain the fence surrounding the subject property in good condition. Defendants shall obtain a permit from the City for the fence and shall provide a copy to the City's attorney listed below no later than May 1, 2011.
8. If any party subject to this injunction submits a plan that is approved by the City's Department of Zoning to bring the subject property into compliance with the Municipal Code of Chicago, including the off-street parking and landscape provisions, and brings the subject property into compliance with the Municipal Code of Chicago, leave shall be granted with proper notice to the City to file a motion seeking to vacate the permanent injunction enjoining the parking of motor vehicles on the subject property.
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. A violation of any of this Order 's provisions shall result in:
 - a. A fine to the City in the amount of \$500 to \$1,000 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. This is a final order and the Court finds no just reason for delaying enforcement. All parties waive their right to appeal this Order.
- 12. This case is taken off the Court's call.

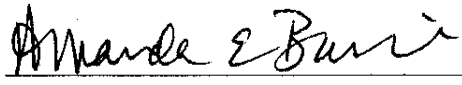
Agreed to by:

Defendant JMG Realty Group LLC :

By: 
 Attorney for Defendant
 Mariola A. Golota
 Mariola A. Golota & Associates, P.C.
 5910 N. Milwaukee Ave.
 Chicago, IL 60646
 (773) 775-3900

Plaintiff City of Chicago:

Mara S. Georges, Corporation Counsel
City of Chicago

By: 
 Amanda E. Basil
 Senior Counsel
 30 N. LaSalle St., Suite 700
 Chicago, Illinois 60602
 (312) 744-6648 (Phone)
 (312) 742-0088 (Fax)
 Attorney No. 90909

Judge Lauraine Higgins Wolfson

ENTERED:

MAR 25 2011

Date

Circuit Court 1938 Judge Wolfson