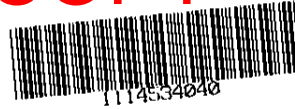


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Doc#: 1114534040 Fee: \$42.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 05/25/2011 10:07 AM Pg: 1 of 4

This space reserved for Recorder of Deeds

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

CITY OF CHICAGO, a Municipal Corporation,)
)

Plaintiff,)

v.)

PARKWAY BANK & TRUST COMPANY, as Trustee under Trust No. 11931, and JEFFERSON PARK DEVELOPMENT CORP.,)
)

Defendants.)

No. 09 M1 400646

**Re: 5306 W. Lawrence Ave./
4818 N. Lipps 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 Defendants Parkway Bank & Trust Company, as trustee under Trust No. 11931, and Jefferson Park Development Corporation (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 5306 West Lawrence Avenue/4818 North Lipps Avenue, Chicago, Illinois ("subject property"), and legally described as:

Lots 6 and 7 and All That of Lot 5 Lying Southwesterly and Southeasterly of a Line Beginning at a Point the Northeasterly Line of Said Lot 5 a Distance of 35 Feet South

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from the North Corner of Said Lot 5 and Measured along the Northeasterly Line of Said Lot, Thence Southwesterly along a Line That Is 35 Feet Southeasterly of and Parallel to the Northwesterly Line of Lot 5 a Distance of 70 Feet; Thence in a Westerly Direction a Distance of 60 Feet More or less To a Point in the Southwesterly Line of Lot 5, That Is 11 Feet Southeasterly of the West Corner of Lot 5 All in Block 41 in the Village of Jefferson in the East ½ of the Southwest 1/4 (South of the Indian Boundary Line) in Section 9, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

And:

That Part of Lot 5 in Block 41 in Village of Jefferson in the East ½ of the Southwest 1/4 (South of the Indian Boundary Line) of Section 9, Township 40 North, Range 13 East of the Third Principal Meridian, Bounded and Described as Follows:

Beginning at the North Corner of Said Lot 5; Running Thence Southeasterly along the Northeasterly Line of Lot 5, a Distance of 35 Feet; Thence Southwesterly along a Line That Is 35 Feet Southeasterly of and Parallel to the Northwesterly Line of Lot 5, a Distance of 70 Feet; Thence in a Westerly Direction of 60 Feet More or less to a Point in the Southwesterly Line of Lot 5 That Is 11 Feet Southeasterly of the West Corner of Lot 5; Thence Northwesterly along the Southwesterly Line of Lot 5, a Distance of 11 Feet to the West Corner of Lot 5; Thence Northeasterly along the Northwesterly Line of Lot 5, a Distance of 125 Feet to the Place of Beginning, All in Cook County, Illinois.

Permanent index numbers: 13-09-331-011-0000 and 13-09-331-012-0000

2. The subject property contains an open, unimproved area used to park motor vehicles ("off-street parking area") bordered to the south by Lawrence Avenue, to the east by Lipps Avenue, and to the west by an alley and is located in a B1-2 Neighborhood Shopping District.
3. Defendant Parkway Bank & Trust Company is the trustee of Trust No. 11931, having obtained title by trustee's deed dated March 6, 1998.
4. Defendant Jefferson Park Development Corporation is the legal beneficiary of Trust No. 11931.
5. The City alleges in its Complaint for Equitable and Other Relief that beginning on or about April 29, 2008, the subject property has been used to park motor vehicles outdoors in violation of the Municipal Code of Chicago.
6. Defendants admit to these allegations and agree to plead liable to all counts alleged in the City's Complaint. Defendants further agree to pay the City a fine in the amount of \$4,000.00 and reimburse the City of the City's litigation costs in the amount of \$178.00. Payment of the \$4,178.00 shall be made by a certified check or money order payable to

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the "City of Chicago" and delivered to Kimberly A. White at 30 North LaSalle Street, Suite 700, Chicago, Illinois, 60602, no later than July 1, 2011.

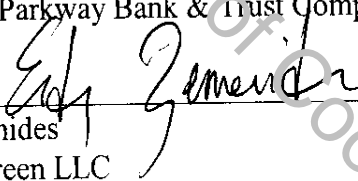
7. Defendant shall submit a plan to the City's Department of Housing and Economic Development ("HED"), shall obtain all necessary approvals for, and shall bring the off-street parking area into compliance with the Municipal Code of Chicago in accordance with the following schedule:
 - a. Defendants shall obtain final approval of the subject property's landscape and off-street parking plan from HED, no later than July 1, 2011.
 - b. Defendants shall comply with the Chicago Stormwater Management Ordinance and submit all necessary materials and applications to the City, no later than July 1, 2011.
 - c. Defendants shall complete construction of the off-street parking area in accordance with the approved landscape and off-street parking plan and the Chicago Stormwater Management Ordinance, no later than September 1, 2011.
 - d. Defendants shall contact HED to schedule an inspection of the subject property no later than September 15, 2011, to verify compliance with the Municipal Code of Chicago.
8. Defendants agree to remove all signs from the subject property that do not have valid permits issued by the City. Defendants shall remove any sign without a valid permit no later than July 1, 2011.
9. If Defendants require additional time to complete the work in the time scheduled in paragraph 7 of this Agreed Order, Defendants shall, with notice to the City, petition the Court for an extension of time. The petition for an extension of time shall be filed at least 14 days before the compliance date scheduled in paragraph 7. The City shall not unreasonably object to a request for an extension of time provided Defendants have actively pursued the approvals required in paragraph 7.
10. The parties subject to this Agreed Order shall allow City inspectors access to the subject property 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.
11. The Court shall retain jurisdiction of this Agreed Order solely for the purpose of enforcement of the terms of this Agreed Order.

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- 12. The parties agree that any violation of this Order's provisions, including the schedule set forth in paragraph 7, shall result in:
 - a. A fine to the City in the amount of \$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.
- 13. This is a final order and the Court finds no just reason for delaying enforcement. All parties waive their right to appeal this Order.
- 14. This case is taken off the Court's call.

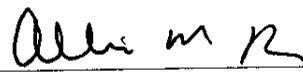
Agreed to by:

Defendants Parkway Bank & Trust Company and Jefferson Park Development Corporation:

By: 
 Endy Zemenides
 Johnston Green LLC
 542 S. Dearborn St., Ste 1100
 Chicago, IL 60605
 (312) 341-9810

Plaintiff City of Chicago:

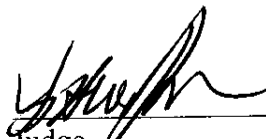
Mara S. Georges
Corporation Counsel
City of Chicago

By: 
 Allison M. Fink
 Assistant Corporation Counsel
 30 N. LaSalle St., Suite 700
 Chicago, IL 60602
 (312) 742-0466
 #90909

ENTERED:

Date

Judge Lauretta M. Williams
MAY 20 2011
Circuit Court 1938


 Judge