

# UNOFFICIAL COPY



Doc#: 1124234018 Fee: \$40.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 08/30/2011 09:28 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.** )

**ENGLEWOOD COMMUNITY DEVELOPMENT CORP., AND JACQUES A. CONWAY,** )

**Defendants.** )

**No. 10 M1 402836**

**Re: 6800 S. Cottage Grove 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 between Plaintiff City of Chicago ("City") and Defendants Englewood Community Development Corp. and Jacques A. Conway ("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 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 6800 S. Cottage Grove Avenue, Chicago, Illinois ("subject property"), and legally described as:

LOTS 1 TO 12 INCLUSIVE IN BLOCK 6 IN A.J. HAWHE'S SOUTH PARK SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Permanent index number: 20-22-413-022 thru -031


2. The subject property contains a one-story commercial building with an outdoor storage area and an off-street parking area and is located in an C2-2 Motor Vehicle-Related Commercial District.
3. Defendant Englewood Community Development Corp. ("ECDC") is the record owner of the subject property, having obtained title by warranty deed dated July 5, 2002.
4. Defendant Jacques A. Conway is the registered agent for ECDC.
5. The City alleges in its Complaint for Equitable and Other Relief that beginning on or about August 24, 2010, Defendants used the subject property to store items outdoors and contained a fence, signs, and insufficient landscaping or screening in violation of Title 17 ("Zoning Ordinance") of the Municipal Code of Chicago.
6. Defendants admit to these allegations and agree to plead liable to all counts alleged in the Complaint. Defendants also agree to pay the City a fine in the amount of \$500.00 and reimburse the City of the City's litigation costs in the amount of \$78.00. Payment of the \$578.00 shall be made by certified check or money order payable to the "City of Chicago" and delivered to Kimberly A. White at 30 North LaSalle Street, Suite 700, Chicago, Illinois, 60602, no later than October 5, 2011.
7. Defendants agree to the entry of a permanent injunction enjoining them along with their successors, heirs, assignees, agents, and/or other person(s) working in concert with them or under their control, from using the subject property, or allowing it to be used, to store any items outdoors, including, but not limited to tires, damaged and/or inoperable motor vehicles, automotive parts, and other junk and debris, without sufficient screening in accordance with Section 3-0304-B of the Zoning Ordinance.
8. Defendant shall obtain a permit for the wrought-iron fence, wooden fence, and sheet metal fence as alleged in Count III of the City's Complaint or alternatively shall remove any fence without a permit no later than September 5, 2011. Defendant shall also repair any damaged fencing on the subject property no later than September 5, 2011.
9. Defendant shall remove all signs no later than September 5, 2011.
10. 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.
11. Each violation of any of this Order's provisions shall result in:
  - a. A fine to the City in the amount of \$1,000.00 per day of violation; and

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- 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.
- 12. This is a final order and the Court finds no just reason for delaying enforcement. All parties waive their right to appeal this Order.
- 13. This case is taken off the Court's call.

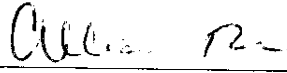
Agreed to by:

Defendants Englewood Community Development Corp., and Jacques A. Conway:

By:   
 Stephen Peck  
 Law Offices of Stephen Peck  
 105 W. Madison St., Ste. 700  
 Chicago, IL 60602  
 (312) 345-1250

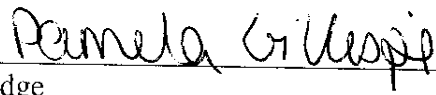
For the City of Chicago:

Stephen R. Patton  
Corporation Counsel  
City of Chicago

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

ENTERED:

\_\_\_\_\_  
Date

  
 Judge

Associate Judge Pamela Hughes Gillespie

AUG 05 2011

Circuit Court - 1953