

Duplicate  
Original



Doc#: 1223541008 Fee: \$42.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 08/22/2012 10:02 AM Pg: 1 of 3

This space reserved for the Recorder of Deeds

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

THE CITY OF CHICAGO, a municipal corporation,  
Plaintiff

No: 10 MI 401369

v.  
Lapwing, LLC  
(et al.)  
Defendant(s).

Re: 4911-13 S Calumet

<sup>1107</sup>  
Courtroom HT1, Richard J. Daley Center

AGREED ORDER OF INJUNCTION AND JUDGMENT *Full Compliance by 2 Date later*

This cause coming to be heard on the set call, the Court having jurisdiction over the subject matter and being advised in the premises,

THIS COURT FINDS:

1. Defendant(s), Lapwing LLC and the City of Chicago ("City") have reached agreement as to the resolution of this case, stipulate to the following facts and agree to entry of the order(s) set forth below.
2. The premises contain, and at all times relevant to this case contained, the violations of the Chicago Municipal Code set forth in City's Complaint. Defendant(s) has/have a right to contest these facts, but knowingly and voluntarily stipulate(s) to said facts and waive(s) the right to trial, including the right to a jury trial, if any, as to each, any and all of the stipulated facts.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. The judgment entered on \_\_\_ / \_\_\_ / \_\_\_ in the amount of \$ \_\_\_ .00 plus \$ \_\_\_ .00 court costs for a total of \$ \_\_\_ .00 against Defendant(s) shall stand as final judgment as to Count(s) \_\_\_\_\_. Leave to enforce said judgment is stayed until \_\_\_ / \_\_\_ / \_\_\_\_\_. Execution shall issue on the judgment thereafter. Count(s) \_\_\_\_\_ is/are dismissed as to all other Defendants.
2. City agrees to accept \$ \_\_\_ .00 (including court costs which shall be remitted to the Clerk) in full settlement of the judgment if payment is made to the City of Chicago on or before \_\_\_ / \_\_\_ / \_\_\_\_\_. If payment is mailed it must be postmarked on or before the above date and sent ATTN: Kristina Mokryzki, 30 N. LaSalle St., Suite 700, Chicago, IL 60602.
3. Defendant(s) Lapwing, LLC and his/her/its/their heirs, legatees, successors, and assigns shall:
  - not rent, use, lease, or occupy the subject premises and shall keep the same vacant and secure until further order of court.
  - bring the subject premises into full compliance with the Municipal Code of the City of Chicago ~~or sell the subject premises~~ by 4 / 14 / 13.
  - keep the subject property in compliance with the vacant building requirements in the Municipal Code (sections 13-12-125 through 13-12-150), including the requirements that the property be insured and registered with the City (information and forms at [www.cityofchicago.org/buildings](http://www.cityofchicago.org/buildings)) and keep the exterior of the premises clean and free of debris and weeds.
  - notify the City and the Court of any sale, transfer, or change of ownership by way of motion duly filed with the Court, with notice given to the City, within 30 days of such sale or transfer.

THE LIS PENDENS FILED UNDER CASE # 10 MI 401369 IS HEREBY RELEASED, SUBJECT TO THIS ORDER

Yellow Copy for City of Chicago Department of Law  
White Original for Court Records

# UNOFFICIAL COPY

very 3 make.

three

- 4. Defendant(s) shall schedule, permit, and be present for <sup>three</sup> exterior and interior inspections 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 the Dept of Buildings Strategic Task Force at (312) 743-~~2557~~ <sup>0409</sup> to schedule this inspection by 11 / 14 / 12, <sup>2/14/13, 4/14/13.</sup>
- 5. The premises shall 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 Defendant(s), partners, 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) shall be subject to the following specified penalties for failure to comply as determined by this Court. 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 of Chicago 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(s) the violation(s) into compliance.

Further, if the premises are found not to be secured (as required by the Municipal Code of Chicago) 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 7, 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 against Defendant(s), 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 pursuant to Illinois Supreme Court Rule 304(a), 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.

HEARING DATE: 8 / 14 / 12

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

By: [Signature]  
 Attorney for Plaintiff  
 Corporation Counsel #90909  
 30 N. LaSalle, Room 700  
 Chicago, IL 60602 (312) 744-8791

Defendant: LAWING, LLC  
 By Counsel: [Signature]  
 Phone: (312) 920-0111

Judge Pamela Hughes Gillespie

AUG 14 2012

Circuit Court - 1953

Pamela Gillespie  
 Judge Courtroom 111  
1109

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

Yellow Copy for City of Chicago Department of Law

White Original for Court Records

# UNOFFICIAL COPY

## The Parties and the Property at Issue

2. The City is a municipal corporation organized and existing under the laws of the State of Illinois.

3. Within the corporate limits of Chicago, there is a parcel of real estate legally described as:

**LOT 13 AND THE SOUTH 16.57 FEET OF LOT 14 IN MORTON AND CLEMENT'S SUBDIVISION OF EAST 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 06, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

This parcel is commonly known as 4911-13 S. Calumet, Chicago, Cook County, Illinois ("subject property"), and has a permanent index number of **20-10-117-004**.

4. Located on the subject property is a three-story brick building. The last known use of the building was residential.

5. At all times relevant to this complaint, the defendants owned, managed, controlled, collected rents from, contributed to the ongoing violations at, or had a legal or equitable interest in the subject property. More specifically,

a. Defendant **4900 Calumet, LLC** is the owner and last known taxpayer of the subject property.

b. Defendant **Libertyville Bank and Trust Company** holds a mortgage on the subject property.

c. Defendants also include all unknown owners and non-record claimants to the subject property.