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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/30/2015 03:39 PM Pg: 1 of 4

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

THE CITY OF CHICAGO, a municipal corporation,)	
Plaintiff,)	No: 13 M1 403059
)	Re: 4715 S. Knox Ave/4601-21 W. 47 th St.
v.)	
Hildeberto Hernandez,)	Courtroom 1107, Richard J. Daley Center
Defendant(s).)	

AGREED ORDER OF INJUNCTION AND JUDGMENT

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 Hildeberto Hernandez 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. ~~On~~ judgment entered, on ^{Friday,} 10/8/2015, in the amount of \$15,000.00 plus \$60.00 court costs for a total of \$15,060.00 against Defendant Hildeberto Hernandez shall stand as final judgment as to Counts I through VII. Leave to enforce said judgment is stayed until 04 / 29 / 16. Execution shall issue on the judgment thereafter. Counts I through VII are dismissed as to all other Defendants.
2. City agrees to accept \$5,000.00 (including \$60.00 court costs) in full settlement of the judgment if payment is made to the City of Chicago on or before 04 / 28 / 2016 AND provided Defendant Hildeberto Hernandez complies with Paragraphs 3 and 4 of this Agreed Order of Injunction and Judgement. If payment is mailed it must be postmarked on or before the above date and sent ATTN: Kimberly White, 30 N. LaSalle St., Suite 700, Chicago, IL 60602.
3. Defendant Hildeberto Hernandez and his/her/its/their heirs, legatees, successors, and assigns shall:
 - ~~(a) not rent, use, lease, occupy or otherwise use the subject premises for outdoor storage (of motor vehicles or other items) except such storage that is a customary accessory use to the principal business, which is the principal use of the lot.~~
 - ~~(b) not rent, use, lease or occupy the property for motor vehicle repair without first obtaining a business license and approved site plan.~~
4. Defendant Hildeberto Hernandez agrees to bring the subject premises into full compliance with Count VI of the City's Complaint by 04 / 29 / 2016. To comply, Defendant must:
 - (a) obtain all required permits for the metal 46' by 80' metal building and canopy structure already built at the subject property ~~and~~ ^{complete all work required under said permit.}
 - ~~(c) repair the fence that surrounds the property.~~

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5. 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 Juan Hernandez at (312) 743-3523 to schedule this inspection by 05/06/16.

Penalties

6. Should Defendant fail to comply with any provision of this Agreed Order, City may petition the Court to enforce this Agreed Order. Defendant 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:** If Defendant fails to comply with the terms of this Agreed Order, he shall be subject to fines of \$500.00 per day. Such fines shall be calculated from the first day Defendant violates the terms of this Agreed Order, and shall continue to run until Defendant brings the violation(s) into compliance.

(b) **Contempt of Court**

(i) **Civil Contempt** If upon petition by City, the Court finds that Defendant has failed to comply with this Agreed Order, Defendant shall be subject to fines and/or incarceration for indirect civil contempt until Defendant purges the contempt by complying with the Agreed Order.

(ii) **Criminal Contempt** If upon petition by City for indirect criminal contempt, Defendant is found beyond a reasonable doubt to have willfully refused to comply with the Court's order, Defendant 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

7. If City files a motion or petition pursuant to paragraph 7, Defendant waives the right to a trial or hearing as to all issues of law and fact, except whether or not Defendant has 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.

8. 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, and reinstatement of City's Complaint

9. 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.

10. *The Rule to Show Cause issued 10/31/14 is hereby vacated.*

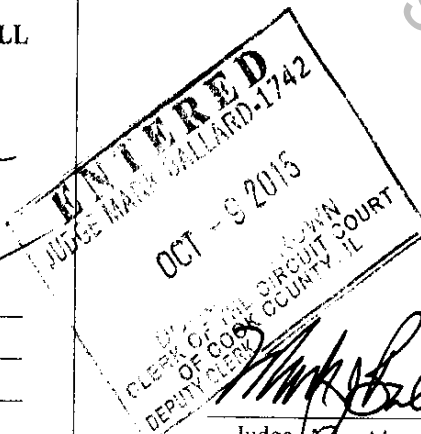
HEARING DATE: 10 / 09 / 15

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: [Signature]
By Counsel: [Signature]
Phone: (312) 666-2700

10/9/15



[Signature] #1742
Judge Ballard Courtroom 1107

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which expressly authorizes the City to maintain an action for injunctive relief to restrain, correct or abate a violation of the City's zoning laws. By bringing this action, the City seeks, among other relief, a finding that Defendants' activities are illegal and an injunction requiring Defendants to cease all illegal activities immediately.

The Parties and the Property at Issue

3. The City is a municipal corporation and a home rule unit of local government organized and existing pursuant to the laws of the State of Illinois.

4. Within the county of Cook and the corporate limits of the City there are parcels of real estate legally described as:

Parcel 1: THE SOUTH 175 FEET OF THE NORTH 258 OF THE NORTH 3/4 OF THE WEST 125 FEET OF THE EAST 158 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Parcel 2: LOTS 1 TO 5 BOTH INCLUSIVE (EXCEPT THAT PORTION TAKEN FOR ROAD PURPOSES) IN FREDERICK H. BARTLETT'S RESUBDIVISION OF LOTS 1 TO 13 OF BLOCK 4, LOTS 1 TO 10 OF BLOCK 5, LOTS 1 TO 10 OF BLOCK 12 AND LOTS 1 TO 13 OF BLOCK 13 IN FREDERICK H. BARTLETT'S CENTERFIELD. BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10 TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 3: LOTS 6, 7, 8 (EXCEPT THE SOUTH 16 FEET OF LOT 8 HERETOFORE DEDICATED FOR ALLEY) IN F. H. BARTLETT'S SUBDIVISION AFORESAID.

Parcel 4: THE VACATED ALLEY LYING SOUTH AND ADJOINING LOTS 1 TO 5 AND NORTH OF AND ADJOINING SAID LOT 6 AS AFORESAID;

Parcel 5: THE VACATED ALLEY LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 5 (EXCEPT THE

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NORTH 30 FEET THEREOF) AND EAST OF AND ADJOINING THE EAST LINE OF SAID LOT 5 SOUTH PRODUCED SOUTH 8 FEET;

Parcel 6: THE VACATED ALLEY LYING EAST OF AND ADJOINING LOTS 6, 7, AND 8 (EXCEPT THE SOUTH 16 FEET OF SAID LOT 8) AND EAST OF AND ADJOINING THE EAST LINE OF SAID LOT 6 PRODUCED NORTH 8 FEET.

The property has a commonly known address of 4715 South Knox/4601-46-21 West 47th Street, Chicago, Illinois, and permanent index numbers of 19-10-104-011-0000, 19-10-103-001-0000, 19-10-103-002-0000, 19-10-103-003-0000, 19-10-103-004-0000, 19-10-103-005-0000, 19-10-103-006-0000, 19-10-103-007-0000 and 19-10-103-008-0000 ("subject property").

5. The subject property contains a one story building with two bay doors, a mobile trailer, a lean-to structure and an unimproved area that is secured by an 8' chain link fence.

6. The subject property is approximately 275 feet by 200 feet, or 55,000 square feet in area.

7. At all times relevant to this Complaint, Defendant Hildeberto Hernandez was record owner of the property having obtained title by quit claim deed dated July 17, 2012 and recorded as document number 1233116042 on November 26, 2012 and by warranty deed dated August 25, 2010 and recorded as document number 1025811081 on September 15, 2010.

8. At all times relevant to this Complaint, Defendant Right Away Pallets, Inc. was an Illinois corporation that operated a pallet business at the subject property.

9. At all times relevant to this Complaint, the subject property was located in an M1-2 Limited Manufacturing/Business Park District. See Municipal Code of Chicago §§17-5-0100 *et seq.* (2013).