

Docket Number: CV12-5036404

Superior Court

Lisa Dzis

Judicial District

v.

at Hartford

City of Hartford

October 12, 2015

### **STIPULATED JUDGMENT**

This Agreement (“Agreement”) is made and entered into effective as of October 12, 2012 between the CITY OF HARTFORD, CONNECTICUT (the “City”) and LISA DZIS, with an address of 541 Maple Avenue, Hartford, Connecticut 06114, (the “OWNER”).

WHEREAS, OWNER is the owner of a certain piece or parcels of land, together with all buildings and improvements thereon, situated in the City of Hartford and known as 541 Maple Avenue (the “Property”);

WHEREAS, Notices of Violation, (the “Notices”), relating to blighted conditions existing on the Property were issued on March 3, 2012 and those Notices were recorded in the Hartford Land Records on **March 5, 2012 at Volume 6525 P. 261, 263, and 265** respectively against the Property;

WHEREAS, City issued Anti-blight Citations on April 17, 2012 for violations of Hartford Municipal Code Section 9-91(2) & 9-91(7);

WHEREAS, a Citation Hearing Officer upheld the Anti-blight Citations on July 12, 2012 totaling \$3,400.00;

WHEREAS, the Anti-blight Citations are continuing to be assessed at \$100.00 per day per violation until all violations are abated for a total of \$200.00 per day;

WHEREAS, OWNER intends to transfer all right and title it has to the Property to NEW OWNER as soon as possible;

WHEREAS, upon transfer of title to the NEW Owner, the City agrees that the provisions of this Agreement shall remain in place as if the NEW Owner stepped directly into the role of OWNER in this Agreement;

WHEREAS, OWNER has requested and the City has agreed to forbear from taking further action to enforce any obligations contained in the Notices or in any liens or other obligations arising as a result of the Notices;

WHEREAS, OWNER has requested and the City has agreed to forbear from taking further

action to collect on its issued Anti-blight Citations;

NOW THEREFORE, in consideration of the Recitals above, the mutual promises contained herein and the benefits accruing to the parties hereunder, the receipt and sufficiency of which are hereby acknowledged, the City and OWNER agree as follows:

1. Recitals: The City and OWNER stipulate and agree that the foregoing Recitals are true and correct and the Recitals are hereby incorporated by reference into the terms of this Agreement.
2. Forbearance: During the term of this Agreement, the City agrees to forbear from taking legal action (including, but not limited to foreclosure or other collection type actions) to enforce any obligations contained in the Notices, Anti-blight Citations or any liens or other obligations arising as a result of the Notices provided that:
  - (a) OWNER complies with all the terms and conditions of this Agreement;
  - (b) OWNER completes sale of property to NEW OWNER;
  - (c) CITY releases Notices of Violations upon closing;
  - (d) CITY agrees to waive all fines upon closing;
  - (e) NEW OWNER completes the remediation of the blighted conditions described in the Notices by December 30, 2012; and
3. Termination: This Agreement shall terminate upon the earliest of the following events:
  - a. Full remediation of all conditions described in the Notices and the recordation of releases of the Notices or any liens or other obligations which arise as a result of the Notices.
  - b. By operation as of December 30, 2012.
4. Default: Upon termination of this Agreement for any reason other than for performance in full by OWNER of all terms and conditions of the Agreement, the forbearance hereunder shall cease and the City shall be entitled to: (a) reinstatement of the Notices of Violations and Anti-blight liens; (b) begin legal proceedings to foreclose the liens resulting from the Notices; (c) revoke any license or permit issued to OWNER by any City department; (d) receive an award of attorney's fees and all costs (including, but not limited to, court fees, marshal

fees, and collection fees) incurred in filing and prosecuting a foreclosure action, or any other appropriate legal action it may choose, from OWNER and; (e) exercise any rights under the law.

5. No Assignment: City agrees not to assign the Notices, any liens or other obligations which arise as a result of the Notices during the term of this Agreement. Notice is hereby given to any potential assignee that such assignments shall be considered null and void, notice of this provision being recorded on the Land Records of the City of Hartford prior to any such attempted assignment.
  
6. General:
  - a. This Agreement shall be governed by the laws of the State of Connecticut.
  - b. The execution of this Agreement shall not constitute a waiver of any of the City's rights.
  - c. City shall release the Notices promptly upon the remediation of the conditions described therein.
  - d. This Agreement shall be binding upon the successors and assigns of the parties hereto.
  - e. This writing is intended as the final Agreement and shall supersede all oral negotiations and/or any prior written correspondence by and between the parties.
  - f. The parties hereto have read this Agreement and have had the opportunity to discuss the Agreement with counsel.

IN WITNESS WHEREOF, the parties hereto have caused to be set their hands this \_\_\_\_ day of October, 2012.

THE PETITIONER,  
LISA DZIS

THE RESPONDENT,  
CITY OF HARTFORD,

BY: \_\_\_\_\_  
Stephen Fournier, Esq., her attorney  
74 Tremont Street  
Hartford, CT 06105  
Juris No 020655  
Phone: (860) 794-6718

BY: \_\_\_\_\_  
Saundra Kee Borges, Esq.  
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**SO ORDERED:**

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Robaina, A., Judge of the Superior Court