

CITY OF LEROY
COUNTY OF MCLEAN
STATE OF ILLINOIS

ORDINANCE NO. 653

AN ORDINANCE APPROVING AN AGREEMENT PROVIDING FOR THE DEMOLITION OF
IMPROVEMENTS TO REAL ESTATE

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS DAY OF March 4,
1996.

PRESENTED: March 4, 1996

PASSED: March 4, 1996

APPROVED: March 4, 1996

RECORDED: March 4, 1996

PUBLISHED: March 4, 1996

In Pamphlet Form

Voting "Aye" 6

Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)

X Juanita Bagley
City Clerk of the City of LeRoy, McLean
County, Illinois

Dated: March 4, 1996.

AN ORDINANCE APPROVING AN AGREEMENT PROVIDING FOR THE DEMOLITION OF IMPROVEMENTS TO REAL ESTATE

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, find that it is in the best interests of the City and of its residents to enter into an agreement providing for the demolition and clean-up of improvements to property within the City, said property having been determined to be abandoned and in need of repair or demolition,

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of LeRoy, in lawful meeting assembled, as follows:

Section 1. The City Council hereby approves the agreement, a copy of which is set forth in Exhibit "A," attached hereto and incorporated herein by reference.

Section 2. The Mayor and City Clerk are hereby directed and authorized to sign the original and as many copies as appropriate of that agreement as set forth in Exhibit "A" attached hereto, being certain to obtain one or more fully signed copies for the records of the City.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by Ronnie Litherland, seconded by Dawn Thompson, by roll call vote on the 4th day of March, 1996, as follows:

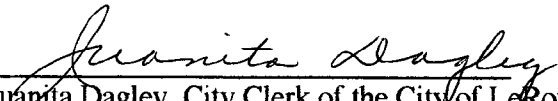
Aldermen elected 6 Aldermen present 6

VOTING AYE: David McClelland, Lois Parkin, Ronnie Litherland, Dawn Thompson
(full names) William Swindle, Fred Dodson

VOTING NAY: none
(full names)


ABSENT, ABSTAIN, OTHER: none
(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 4th day of
March, 1996.



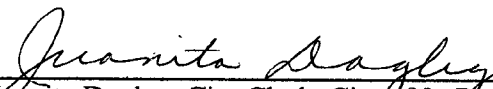
Juanita Dagley, City Clerk of the City of LeRoy, LeRoy,
McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 4th day of
March, 1996.

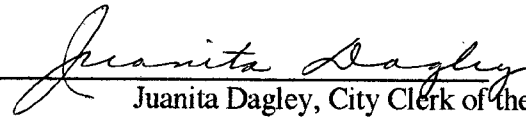


Jerry C. Davis, Mayor of the City of LeRoy, McLean
County, Illinois

ATTEST: (SEAL)




Juanita Dagley, City Clerk, City of LeRoy,
McLean County, Illinois



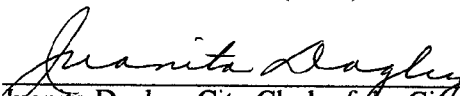
Juanita Dagley, City Clerk of the City of
LeRoy, Illinois

APPROVED by the Mayor of the City of LeRoy, Illinois, on this 4th day of
March, 1996.



Jerry C. Davis, Mayor of the City of
LeRoy, Illinois

ATTEST: (SEAL)



Juanita Dagley, City Clerk of the City
of LeRoy, Illinois

AN AGREEMENT PROVIDING FOR THE DEMOLITION OF IMPROVEMENTS TO REAL ESTATE

THIS AGREEMENT is entered into this _____ day of _____, 1996, by and among the City of LeRoy, an Illinois municipal corporation, having its principal office at the LeRoy City Hall, 111 East Center Street, LeRoy, McLean County, Illinois 61752 (hereinafter referred to as "CITY"), Jeffrey A. Houska and Lacy D. Houska, husband and wife, whose residence and mailing address is 308 East Center Street, LeRoy, Illinois 61752 (who are hereinafter referred to as "HOUSKA"), and Pearl Cooksley, individually or by her agent, Richard Cooksley, whose residence is 220 Black Knob View, Bisbee, Arizona 85603 (who is hereinafter referred to as "COOKSLEY").

Recitals

A. HOUSKA are the owners of Lots 9 and 10 in Block 129 in Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois, and personally reside on the previously described real estate.

B. Dwight L. Cooksley and Pearl Cooksley are the owners of record of that real estate described as follows:

The East 21.5 feet of Lot 8, except the North 8 feet and 3 inches thereof, in Block 129 in Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois,

and are owners as joint tenants with the full right of survivorship and not as tenants in common under a warranty deed dated July 16, 1965, recorded July 19, 1965, in the Office of the Recorder of Deeds of McLean County, Illinois; said property is commonly known as 306 East Center Street, LeRoy, Illinois 61752. Dwight L. Cooksley died while owning the real estate described herein, thus leaving his widow, Pearl Cooksley, as the sole owner of that real estate described in this paragraph B.

C. Pearl Cooksley has appointed Richard Cooksley, her son, to act from time to time as her attorney-in-fact or agent and this contract may be executed by her agent, Richard Cooksley, upon evidence of his having due authority to so act on behalf of Pearl Cooksley.

D. CITY, through its Building Administrator, has given notice to Pearl Cooksley that the building located at 306 East Center Street, LeRoy, Illinois, is considered abandoned and in poor repair. Notice has

further been given to the property owner that the building must be repaired or demolished promptly in accordance with city ordinances and the laws of the State of Illinois.

E. COOKSLEY desires to have no further liability or obligation in connection with repairing or demolishing the improvements upon the herein-described real estate currently owned by her.

F. HOUSKA is willing to undertake the responsibility and obligation to demolish the improvements located upon the real estate located at 306 East Center Street, LeRoy, Illinois, in return for obtaining title to said real estate free and clear of any liens or encumbrances other than the lien for real estate taxes for the years 1995 and 1996.

Covenants

1. The foregoing recitals are made a part of these covenants.

2. In return for conveyance of title to the real estate now owned by COOKSLEY and previously described herein, said conveyance being by quit-claim deed, a copy of the proposed deed being attached hereto as Exhibit A, HOUSKA agrees to demolish the building located on the premises owned by COOKSLEY and previously described herein, and to then clean up the debris from the demolition as well as to clean up the rest of the materials and refuse on the premises, and to final grade the lot with good black dirt, all to be done by July 31, 1996, or 90 days from the date CITY receives the deed signed by COOKSLEY, and then gives notice in writing to HOUSKA of the receipt of such document, whichever date shall occur later. Further, HOUSKA agrees to pay the real estate taxes for 1995 and 1996 upon the premises.

3. HOUSKA's obligation to perform is contingent upon a quit-claim deed conveying all of the right, title and interest of COOKSLEY to HOUSKA being executed in proper form by COOKSLEY or her attorney-in-fact. Said deed shall be held in escrow by CITY, directing its city attorney, Hunt Henderson, to hold such document in escrow pending completion of the demolition of the improvements on the previously described property by HOUSKA as agreed herein. Upon receiving the aforesaid deed, and determining that it has been executed in due form, CITY shall promptly cause written notice to be given to HOUSKA and shall escrow the deed with the city attorney as aforesaid. When the demolition work and

final grading work have been completed, CITY shall cause said work to be inspected by its Building Administrator or other appropriate official, and as soon as said official has rendered his or her written report to the mayor finding the aforesaid work satisfactorily completed, the deed shall be removed from the escrow and promptly recorded at CITY's expense.

4. The parties hereto irrevocably consent to Hunt Henderson, attorney for CITY, and to CITY, acting as Escrowee as described previously herein. The parties hereto waive any conflict such consent may create and agree that, nonetheless, Hunt Henderson, and any firm of which Hunt Henderson may be a member, is the attorney for CITY only and shall be at all times entitled to represent CITY in any manner herein or arising hereunder, including but not limited to, litigation between the parties hereto. Further, the parties acknowledge that said escrow agent is acting solely as a stakeholder at their request and their convenience; that Escrowee, when acting in such capacity shall not be deemed to be the agent of any of the parties, and that Escrowee shall not be liable to any of the parties for any act or omission on his or its part unless taken or suffered in bad faith and willful disregard of the agreement, or involving gross negligence. The parties hereto shall jointly and severally indemnify, defend and hold Escrowee harmless from and against all costs, claims and expenses including reasonable attorney's fees, incurred in connection with the performance of Escrowee's duties hereunder, except with respect to actions or omissions taken or suffered by Escrowee in bad faith, in willful disregard of the contract, or involving gross negligence on the part of Escrowee. To the extent CITY is deemed an Escrowee, it shall still have the authority to undertake enforcement of this agreement and enforcement of its ordinances regarding completion of this agreement, completion of clean up of the premises, and abatement of any nuisances that the property may present in its condition, now, or at any future time before the performance of this contract is completed.

5. In the event there shall be a delay in the work and good cause is shown by HOUSKA for such delay, the city building administrator shall determine the seriousness of the delay and shall agree, on behalf of CITY, to an extension of the time required for completion for the work agreed to be performed in accordance with this contract. CITY's building administrator's decision shall be binding on COOKSLEY and CITY as well as upon HOUSKA. Such good cause may include, but is not limited to, any of the following reasons: changes in the work; strikes, lock-outs, or other labor disputes; fire, earthquake or other natural disasters; unavoidable casualty or damage to personnel, materials, or equipment; delay in

receiving material or equipment; an act or neglect of the owner; or any cause beyond the control of HOUSKA. Any claim by HOUSKA for an extension of time must be made in writing to the building administrator of the City of LeRoy no later than seven (7) days following the development of the cause for delay, but in the case of a continuing cause of delay only one claim need be made. Whenever the building administrator in his or her own discretion determines that circumstances warrant an extension of time, he or she may grant such an extension even though no claim of delay has been submitted by HOUSKA. This section shall not exclude the recovery of damages for delay caused by any party to this contract in accordance with the provisions herein or in accordance with the laws of the State of Illinois pertaining to contracts of this nature.

6. Time is of the essence in the performance of this agreement.

7. If a court of competent jurisdiction finds any provision of this agreement to be invalid or unenforceable as to any person or circumstance, such findings shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision can not be so modified, it shall be stricken and all other provisions of this agreement in all other respects shall remain valid and enforceable.

8. No party to this agreement shall be deemed to have waived any rights under this agreement unless such waiver is in writing and signed by the party deemed to have so waived. No delay or omission on the part of any party in exercising any right shall operate as a waiver of such right or any other right. A waiver by any other party of a provision of this agreement shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by any party to this agreement, nor any course of dealing between the parties, shall constitute a waiver of any of the party's rights or of the party's obligations as to any future transactions. Should the consent of any party to this agreement be required to enforce or carry out the obligations or provisions of this agreement, the granting of such consent by such party in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

9. Any heading used in this agreement is for the purpose of reference only and shall not limit or define the meanings thereof.

10. The language used in this agreement shall be deemed to be the language approved by all parties to this agreement to express their mutual intent and no rule of strict construction shall be applied against any party.

11. This written agreement contains the sole and entire agreement among parties, and supersedes any and all other agreements among them. The parties acknowledge and agree that none of them have made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each party acknowledges that he, she or it has relied on his, her or its own judgment in entering into this agreement. The parties further acknowledge that any statements or representations that may have heretofore been made by any of them to any other party are void and of no effect and that none of them has relied thereon in connection with his, her or its dealings with any other party.

12. This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Illinois.

13. This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. It shall not be necessary in making proof of this agreement or any counterpart hereof to produce or account for any other counterparts. Service of all notices regarding this agreement shall be sufficient if given personally or mailed via certified mail to the party involved at his, her or its respective address as previously set forth in this agreement, or at such other address as such party may provide in writing from time to time in accordance with this paragraph regarding notices. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and first-class postage prepaid.

14. Should any party to this agreement be required to incur attorney fees, costs, and/or other expenses as a result of any other party's failure to perform any obligation pursuant to the terms of this

agreement, the party so failing to perform shall be liable to the other party for any reasonable attorney fees, costs, and expenses incurred by such other party.

15. All parties agree that at any time, or from time to time, on or after the execution of this agreement, they will, on request of any other party, execute and deliver such further documents and do such other acts and things as such other party may reasonably request in order fully to effectuate the purposes of this agreement.

16. This agreement shall be binding on and inure to the benefit of the respective parties and their respective heirs, legal representatives, assigns and successors in interest.


Executed at LeRoy, Illinois, on the date first above written.

X _____
Jeffrey A. Houska

X _____
Lacy D. Houska

X _____
Pearl Cooksley

CITY OF LEROY, an Illinois municipal corporation

By: 
Jerry C. Davis, Mayor of the City of LeRoy, McLean County, Illinois

ATTEST: (SEAL)

X _____
Juanita Dagley, City Clerk of the City of LeRoy, McLean County, Illinois

CERTIFICATE

I, Juanita Dagley, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, of McLean County, Illinois.

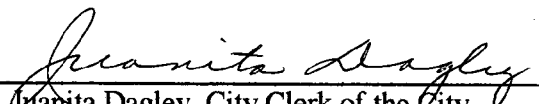
I further certify that on March 4, 1996, the corporate authorities of such municipality passed and approved Ordinance No. 653, entitled:

AN ORDINANCE APPROVING AN AGREEMENT PROVIDING FOR THE DEMOLITION OF IMPROVEMENTS TO REAL ESTATE,

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 653, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance No. 653 was posted at the municipal building, commencing on March 4, 1996, and continuing for at least ten days thereafter. Copies of such Ordinance No. 653 were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 4th day of March, 1996.



Juanita Dagley, City Clerk of the City
of LeRoy, Illinois

STATE OF ILLINOIS)
) SS.
COUNTY OF MCLEAN)

I, Juanita Dagley, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean, County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

AN ORDINANCE APPROVING AN AGREEMENT PROVIDING FOR THE DEMOLITION OF IMPROVEMENTS TO REAL ESTATE.

Said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the ____ day of _____, 1996, and a faithful record of said Ordinance has been made in the record books.

Dated this ____ day of _____, 1996.

Juanita Dagley, City Clerk of the City of
LeRoy, Illinois

(SEAL)