



AN ORDINANCE APPROVING AN AGREEMENT TO BE  
ENTERED INTO TO TERMINATE CONTRACT WITH  
JEFFREY A. HOUSKA and LACY D HOUSKA  
PROVIDING FOR DEMOLITION OF PROPERTY

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have reviewed a proposed agreement titled "An Agreement To Terminate A Contract" and have determined that approval of the same by the City of LeRoy is in the best interests of the city and its residents; and

WHEREAS, the Mayor and City Council of the City of LeRoy, have determined that the termination of a contract with Jeffrey A. Houska and Lacy D. Houska is necessary in order for the City of LeRoy to enter into a similar contract with the now current owners of certain demolition property.

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

Section 1. That agreement titled "An Agreement To Terminate A Contract," a copy of which is attached hereto as Exhibit A and is incorporated herein by reference, is hereby approved.

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. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or any liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 2 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. All ordinances, or parts thereof, and all resolutions, or parts thereof, in conflict with this ordinance shall be and the same are hereby repealed to the extent of such conflict, and this ordinance shall be in full force and effect as set forth hereafter.

Section 5. 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 \_\_\_\_\_  
Dawn Thompson \_\_\_\_\_, seconded by Lois Parkin \_\_\_\_\_, by  
roll call vote on the 21st day of October \_\_\_\_\_, 1996, as follows:

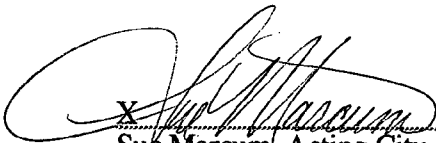
Aldermen elected 6 Aldermen present 5

VOTING AYE:  
Dave McClelland, Lois Parkin, Fred Dodson, Dawn Thompson, Bill Swindle  
\_\_\_\_\_  
(full names)


VOTING NAY: None  
\_\_\_\_\_  
(full names)

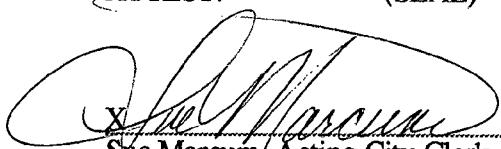
ABSENT, ABSTAIN, OTHER:  
Ron Litherland, absent  
\_\_\_\_\_  
(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 21st day of  
October \_\_\_\_\_, 1996.

  
\_\_\_\_\_  
Sue Marcum, Acting City Clerk of the City of  
LeRoy, McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 21st day of  
October \_\_\_\_\_, 1996.

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

ATTEST: (SEAL)  
  
\_\_\_\_\_  
Sue Marcum, Acting City Clerk of the City  
of LeRoy, McLean County, Illinois

## AN AGREEMENT TO TERMINATE A CONTRACT

THIS AGREEMENT is entered into this 8<sup>th</sup> day of October, 1996, by and between JEFFREY A. HOUSKA and LACY D. HOUSKA, whose residence and mailing address is 308 East Center Street, LeRoy, Illinois 61752 (who are hereinafter referred to as "HOUSKA"), and 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").

### Recitals

HOUSKA signed an agreement, dated March 4, 1996, providing for the demolition of improvements to real estate situated adjacent to and the west of real estate they owned at such time located at 308 East Center Street, LeRoy, Illinois. CITY anticipated, by entering into the aforesaid demolition agreement, that HOUSKA would be able to demolish and clean up dilapidated improvements to the aforesaid real estate, and that in return for doing so, CITY had made arrangements for the then current property owner to transfer title to HOUSKA. Due to a change in jobs, HOUSKA can no longer carry out the agreement as originally anticipated by the parties to the agreement dated March 4, 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 Pearl Cooksley, and deeded to HOUSKA, which deed has not been recorded as of the date of this agreement, CITY agrees to save and hold harmless from any claim that may arise in connection with the ownership of that real estate described as follows:

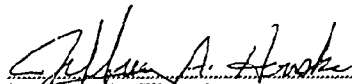
*The East 21.5 feet of Lot 8, except the North 8 feet and 3 inches thereof, in Block 129 in Wood and Conkling's Addition to the City of LeRoy, McLean County, Illinois,*

or in connection with that agreement dated March 4, 1996, a copy of which is attached hereto, labeled Exhibit A for identification, and incorporated herein by reference.

3. HOUSKA hereby agrees to convey all of their right, title and interest that they may be deemed to have in connection with the aforesaid March 4, 1996, agreement by quit-claim deed to the CITY.

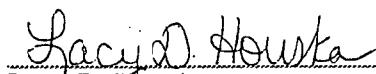
4. The parties hereto agree that upon approval of this agreement to terminate that contract entered into March 4, 1996, among the City of LeRoy, Jeffrey A. Houska and Lacy D. Houska, and Pearl Cooksley, individually and by her agent, Richard Cooksley, that the aforesaid March 4, 1996, contract shall be deemed terminated as to HOUSKA and all obligations thereunder of the CITY to HOUSKA and of HOUSKA to CITY shall be deemed fulfilled or waived, other than to the extent any of the same are mentioned in this agreement to terminate the contract.

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

  
\_\_\_\_\_  
Jeffrey A. Houska

CITY OF LEROY, an Illinois municipal  
corporation

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

  
\_\_\_\_\_  
Lacy D. Houska

ATTEST: (SEAL)

X \_\_\_\_\_  
Sue Marcum, Acting City Clerk for  
the City of LeRoy, McLean County,  
Illinois

AN AGREEMENT PROVIDING FOR THE DEMOLITION OF IMPROVEMENTS TO REAL ESTATE

THIS AGREEMENT is entered into this 4th day of March, 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

EXHIBIT A  
(to an Agreement to Terminate Contract)  
(consisting of 8 pages).

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  
Jeffrey A. Houska

X Lacy Houska  
Lacy D. Houska

X Richard E. Cooksley  
Pearl Cooksley, by Richard E. Cooksley, her agent-in-fact

CITY OF LEROY, an Illinois municipal corporation

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

ATTEST: (SEAL)

X Sue Marcum  
Sue Marcum, Acting City Clerk for the City of LeRoy, McLean County, Illinois

QUIT CLAIM DEED  
Statutory (Illinois)

MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME & ADDRESS OF  
TAXPAYER (Send Tax Notice To):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE GRANTOR, PEARL COOKSLEY, a widow by reason of the death of her husband, Dwight L. Cooksley, and not since remarried, of the County of Cochise, and State of Arizona, by Richard E. Cooksley, her agent and attorney-in-fact, under a general power of attorney dated November 2, 1995, signed by Grantor, for and in consideration of ONE DOLLAR and other good and valuable consideration in hand paid, CONVEYS and QUIT CLAIMS to JEFFREY A. HOUSKA and LACY D. HOUSKA, husband and wife, as joint tenants with full right of survivorship and not as tenants in common, of the City of LeRoy, County of McLean and State of Illinois, all interest in the following described real estate situated in the County of McLean, in the State of Illinois, to-wit:

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

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Index Number (s) 30-21-326-007 (Book 15)

Property Address: 306 East Center Street, LeRoy, Illinois 61752

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_\_.

Pearl Cooksley

By: \_\_\_\_\_ (Seal)  
Richard E. Cooksley, agent and attorney-in-  
fact for Pearl Cooksley, his principal

STATE OF ARIZONA            )  
  )  
COUNTY OF COCHISE        )

I, the undersigned, a Notary Public, in and for the said County and State aforesaid, DO HEREBY CERTIFY that RICHARD E. COOKSLEY, agent and attorney-in-fact for his principal, Pearl Cooksley, a widow by reason of the death of her husband, Dwight L. Cooksley, and not since remarried, personally known to me to be the same person whose name is subscribed as agent and attorney-in-fact for his principal to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and

voluntary act, and as the free and voluntary act of his principal, for the uses and purposes therein set forth, including the release and waiver of the right of homestead of Pearl Cooksley.

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 199 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

IMPRESS SEAL HERE

NAME and ADDRESS OF PREPARER:

Hunt Henderson, Attorney at Law

Attorney No. 01186256

112 E. Center Street, LeRoy, Illinois 61752

McLEAN COUNTY - ILLINOIS TRANSFER STAMP

EXEMPT UNDER PROVISIONS OF PARAGRAPH \_\_\_\_\_

SECTION 4, REAL ESTATE TRANSFER ACT

DATE \_\_\_\_\_

\_\_\_\_\_  
Buyer, Seller or Representative

CERTIFICATE

I, Sue Marcum, 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 October 21, 1996, the Corporate Authorities of such municipality passed and approved Ordinance No. 703, entitled:

AN ORDINANCE APPROVING AN AGREEMENT TO BE  
ENTERED INTO TO TERMINATE CONTRACT WITH  
JEFFREY A. HOUSKA and LACY D HOUSKA  
PROVIDING FOR DEMOLITION OF PROPERTY,

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

The pamphlet form of Ordinance No. 703, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on October 21, 1996, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 21st day of october, 1996.

(SEAL)

  
Municipal Clerk

STATE OF ILLINOIS        )  
                                  ) SS:  
COUNTY OF McLEAN        )

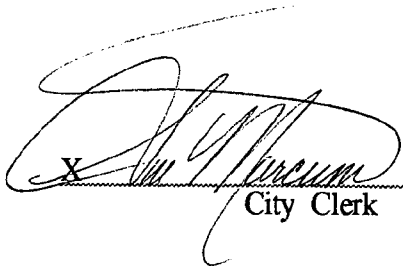
I, Sue Marcum, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy , McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

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

AN ORDINANCE APPROVING AN AGREEMENT TO BE  
ENTERED INTO TO TERMINATE CONTRACT WITH  
JEFFREY A. HOUSKA and LACY D HOUSKA  
PROVIDING FOR DEMOLITION OF PROPERTY.

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the 21st day of October , 1996, and prior to the making of this certificate the said ordinance was spread at length upon the permanent records of said City where it now appears and remains as a faithful record of said ordinance in the record books.

Dated this 21st day of October , 1996.

  
X \_\_\_\_\_  
City Clerk

(SEAL)