
THE VILLAGE OF COAL CITY
GRUNDY & WILL COUNTIES, ILLINOIS

RESOLUTION
NUMBER 16-03

**A RESOLUTION AUTHORIZING ENTRY INTO AGREEMENT PROVIDING FOR
RELEASE OF DEMOLITION LIEN IN EXCHANGE FOR TIMELY PARTIAL
PAYMENT**

TERRY HALLIDAY, Village President
PAMELA M. NOFFSINGER, Village Clerk

ROSS BRADLEY
TIMOTHY BRADLEY
DANIEL GREGGAIN
NEAL NELSON
DAVID TOGLIATTI
JUSTIN WREN
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Coal City
on January 27, 2016

RESOLUTION NO. 16-03

**A RESOLUTION AUTHORIZING ENTRY INTO AGREEMENT PROVIDING FOR
RELEASE OF DEMOLITION LIEN IN EXCHANGE FOR TIMELY PARTIAL
PAYMENT**

WHEREAS, the Village of Coal City ("Village") is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, LUCILLE M. EDGAR ("Owner") is the owner of that certain real property commonly known as 560 S. Virginia Street, Coal City, Grundy County, Illinois, 60416, bearing permanent real estate index number 09-03-253-006 and being legally described as follows:

LOT 7 IN BLOCK 11 (EXCEPT THE WEST 100 FEET THEREOF) IN
BUCHANAN'S ADDITION TO COAL CITY, IN GRUNDY COUNTY,
ILLINOIS.

(the "Property"); and

WHEREAS, following the issuance of notice as required by law, the Village filed suit seeking the demolition of the southern-most house oriented towards Maple Street located on the Property (the "Structure") in Case No. 13 MR 133 (the "Case") on or about September 25, 2013;

WHEREAS, following a bench trial in the Case, the Court found that (i) the Structure on the Property was in a dangerous and unsafe condition within the meaning of 65 ILCS 5/11-31-1, (ii) that repairing the Structure would be economically unfeasible, and that, as a result of the foregoing (iii) demolition was necessary;

WHEREAS, Owner's son demolished the Structure on or about December 4, 2015 in order to prevent the accumulation of additional demolition costs by the Village that would be reflected in the resulting demolition lien;

WHEREAS, the Court entered an order for the attachment of a demolition lien in favor of the Village and against Owner in the amount of \$21,166.61 and the Village recorded a demolition lien in said amount against the Property at the Grundy County Recorder of Deeds on

December 16, 2015 as Document No. 558655 (the "Lien");

WHEREAS, the Owner is desirous of clearing title to the Property by securing the release of the Lien;

WHEREAS, the Village is desirous of avoiding the expense, inconvenience and delays associated with recovering its expenditures in the above-captioned case via a foreclosure action or otherwise awaiting payment from the proceeds of a voluntary sale of the Property;

WHEREAS, the Owner and the Village have negotiated an agreement providing in general terms for the Village to release the Lien in return for payment by Owner to Village of \$19,000 prior to the end of September, 2016;

WHEREAS, the Corporate Authorities of the Village have reviewed and approved the terms of the *Agreement Concerning Satisfaction and Release of Demolition Lien* affixed hereto as Exhibit A (the "Agreement") referenced herein and find it to be in the best interest of the Village authorize execution of the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Coal City, Counties of Will and Grundy, Illinois, as follows:

SECTION 1. RECITALS.

That the foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

SECTION 2. ENACTMENT.

The Corporate Authorities shall and do hereby authorize, approve and direct the Village President to execute and deliver the Agreement and the Village Clerk to affix the Village seal thereto and to attest the executed Agreement following the Village President's signature. The Village Administrator, Village attorney, and such other agents as may be reasonably necessary to

carry out the intent of the Agreement are authorized and directed to execute and deliver a release of the Lien upon receipt of timely payment as provided in the terms and conditions of the Agreement, and to take such other and further action as may be reasonably necessary to carry out and give effect to the purpose and intent of this Resolution. All acts and doings of the officials of the Village, past, present and future which are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 3. RESOLUTION OF CONFLICTS.

All enactments in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. SAVING CLAUSE.

If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution, which are hereby declared to be separable.

SECTION 5. EFFECTIVENESS.

This Resolution shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

SO RESOLVED this 27 day of January, 2016, at Coal City, Grundy and Will Counties, Illinois.

AYES: 6

NAYS: 0

ABSENT: 0

ABSTAIN: 0

VILLAGE OF COAL CITY


Terry Halliday, President

Attest:

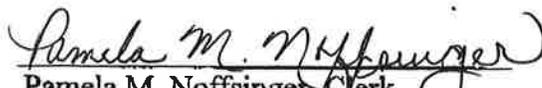

Pamela M. Noffsinger, Clerk

EXHIBIT A

AGREEMENT

[Attached on following pages]

**IN THE CIRCUIT COURT
OF THE THIRTEENTH JUDICIAL CIRCUIT OF ILLINOIS
GRUNDY COUNTY
CIVIL DIVISION**

VILLAGE OF COAL CITY,)	
an Illinois municipal corporation,)	
)	
Plaintiff,)	
)	Case No. 13 MR 133
v.)	
)	
)	
JOHN W. EDGAR, SR.; LUCILLE M. EDGAR;)	
All Unknown Owners and non-Record Claimants,)	
)	
Defendants.)	

**AGREEMENT CONCERNING SATISFACTION AND RELEASE OF
DEMOLITION LIEN**

This Settlement Agreement and Release (“Agreement”) is entered into by and between the VILLAGE OF COAL CITY (“Village”), an Illinois municipal corporation, and LUCILLE M. EDGAR, an Illinois resident (“Owner”), on behalf of themselves, their successors in interest, heirs or legatees, agents, representatives, and assigns. The Village and Owner shall be collectively referred to herein as “the Parties.”

RECITALS

WHEREAS, Owner is the owner of record of that certain real property commonly known as 560 S. Virginia Street, Coal City, Grundy County, Illinois, 60416, bearing permanent real estate index number 09-03-253-006 and being legally described as follows:

LOT 7 IN BLOCK 11 (EXCEPT THE WEST 100 FEET THEREOF) IN
BUCHANAN’S ADDITION TO COAL CITY, IN GRUNDY COUNTY,
ILLINOIS.

(the “Property”)

WHEREAS, the Village filed a *Verified Complaint for Demolition of Dangerous and Unsafe Building and Injunctive Relief* seeking demolition of the southern-most house oriented towards Maple Street (the “Structure”) located on the Property in Case No. 13 MR 133 (the “Complaint”) on or about September 25, 2013;

WHEREAS, a bench trial in the above-captioned matter was conducted on July 29, 2015, at which time the Village presented the testimony of three witnesses and introduced photographs, reports and other documentary evidence in support of its contention that (i) the Structure on the Property was in a dangerous and unsafe condition within the meaning of 65 ILCS 5/11-31-1, (ii) that repairing the Structure would be economically unfeasible, and that, as a result of the foregoing (iii) demolition was the appropriate relief;

WHEREAS, the trial was entered and continued to September 2, 2015 to give Owner an additional opportunity to appear and object or present countervailing evidence and that this Court entered an order authorizing the Village to demolish the Structure on the Property on September 2, 2015 when Owner did not appear;

WHEREAS, Owner’s son demolished the Structure on or about December 4, 2015;

WHEREAS, the Honorable Lance R. Peterson of the Grundy County Circuit Court (13th Judicial District) entered an Order for Attachment of Demolition Lien in the amount of \$21,166.61, which judgment amount attached to the Property via a high-priority demolition lien in the amount of \$21,166.61 recorded against the Property at the

Grundy County Recorder of Deeds on December 16, 2015 as Document No. 558655 (the “Lien”);

WHEREAS, the Owner is desirous of clearing title to the Property by securing the release of the Lien;

WHEREAS, the Village is desirous of avoiding the expense, inconvenience and delays associated with recovering its expenditures in the above-captioned case via a foreclosure action or otherwise awaiting payment from the proceeds of a voluntary sale of the Property;

WHEREAS, the Parties herby mutually agree, and by the execution of this Agreement, acknowledge such mutual assent, to settle all disputes between them amicably in order to avoid the expense, inconvenience and delay of litigation and to achieve an expeditious resolution;

WHEREAS, it is the express intention of the Parties to settle, release, and compromise all claims against one another arising out of or related to the subject matter herein and the events and circumstances connected therewith in an amicable fashion;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, the adequacy and sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

1. **Incorporation:** The foregoing recitals are adopted and incorporated as though fully set forth herein.
2. **Owner’s Obligations.**

A. Owner shall pay over to the Village NINETEEN THOUSAND and NO/100 DOLLARS (\$19,000.00) IN IMMEDIATELY AVAILABLE FUNDS (the "Settlement Sum") in one or more installments on or before September 30, 2016 ("Payment Deadline").

B. Upon the mutual execution of this Agreement, Owner, on behalf of herself, her heirs, executors, administrators and assigns, does hereby fully and forever irrevocably waive, release and discharge the Village and its officers, trustees, directors, board members, employees, agents, insurers, representatives, executors, administrators and assigns from any and all claims, counterclaims, demands, damages, grievances, causes of action or suits that it might have or had, known or unknown, arising from, growing out of, or in any way connected, directly or indirectly, with the subject matter of this Agreement. Upon the mutual execution of this Agreement, Owner acknowledges that this Agreement resolves and subsumes any and all claims that Owner has against the Village in any way directly or indirectly related to or arising out of the subject matter hereof. Owner fully understands that the Village's settlement obligations provided for in this Settlement Agreement constitute all the consideration that is ever to be given for the matters contained in this Settlement Agreement.

3. Village's Obligations.

A. Upon receipt of the Settlement Sum in full on or before the Payment Deadline, the Village shall release the Lien by executing and delivering to the Owner for recordation a release of lien in substantially the form attached hereto as Exhibit A.

B. The Village acknowledges and agrees that it will not initiate any action to foreclose on the Lien prior to the Payment Deadline. It is mutually understood and agreed by the Parties, however, that the Village may defend its Lien at any time in the event that the Village is named a defendant in a suit or proceeding by a third party concerning the issuance of a tax deed, the foreclosure of a security interest in the Property, or other proceeding in which the Village is named a defendant as a permissible party to the proceedings. The Parties further acknowledge and agree that the Village may foreclose on the Lien at any time on or after October 1, 2016 in the event that the Settlement Sum has not been paid in full by said date.

C. Upon the mutual execution of this Agreement and payment by Owner of the Settlement Sum by the Payment Deadline, the Village, on behalf of itself, its officers, agents, representatives and assigns, does hereby fully and forever irrevocably waive, release and discharge Owner and her heirs, executors, administrators and assigns from any and all claims, counterclaims, demands, damages, grievances, causes of action or suits that it might have or had, known or unknown, arising from, growing out of, or in any way connected, directly or indirectly, with the subject matter of this Agreement. Upon the mutual execution of this Agreement, the Village acknowledges that this Agreement resolves and subsumes any and all claims that Owner has against the Village in any way directly or indirectly related to or arising out of the subject matter hereof. The Village fully understands that the Owner's settlement obligations provided for in

this Settlement Agreement constitute all the consideration that is ever to be given for the matters contained in this Settlement Agreement.

4. **Time of the Essence.** Time is of the essence in the performance of this Agreement.

5. **Entire Agreement:** The terms of this Agreement constitute the entire and fully integrated agreement between the Parties and supersede all prior or contemporaneous agreements and understandings (oral or written) with respect to the subject matter hereof. The Parties expressly represent and agree that no representations, agreements or understandings of any kind, either written or oral, except as set forth or incorporated into this Agreement, have been relied on by either of the Parties in entering into this Agreement, nor shall any such representations, agreements or understandings, whether written or oral, be binding on the Parties unless expressly contained herein. The Parties further represent and agree that this Agreement is a complete and exhaustive statement of the terms of the Parties' agreement, which may not be explained or supplemented by evidence of consistent additional terms or contradicted by evidence of any prior or contemporaneous agreements or understandings.

6. **Amendments:** This Agreement may not be amended, in whole or in part, except in writing signed by the Parties or by their duly authorized officers or representatives.

7. **Severability:** The terms and provisions of this Agreement shall be deemed separable, so that if any term or provision is deemed to be invalid or unenforceable, such term or provision shall be deemed deleted or modified so as to

permit the remaining portions of this Agreement to be valid and enforceable to the full extent permitted by applicable law.

8. **Acknowledgments:** The Parties acknowledge that this Agreement shall be binding upon the Village and its officers, trustees, directors, board members, employees, agents, insurers, representatives, executors, administrators and assigns, and upon OWNER and its officers, trustees, directors, board members, employees, agents, insurers, representatives, executors, administrators and assigns.

The Parties acknowledge and recite that they enter into this Agreement knowingly and voluntarily; that there is valid consideration for this Agreement; that they have been advised to consult and have consulted fully with their respective attorneys regarding the terms of this Agreement; that they have read and fully understand the terms of the Agreement; that they are legally competent to execute this Agreement; and that they accept full responsibility therefore.

The undersigned representatives of the Parties, respectively, acknowledge and attest that they are authorized to enter into this Agreement on behalf of the Village and Owner, respectively. They further attest that they have read and fully understand the Agreement and accept its provisions in their entirety without reservation.

9. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

10. **Effective Date:** This Agreement shall be in full force and effect on the last date subscribed below.

11. **Counterparts:** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument.

12. **Authority:** By their signatures below, the persons executing this Agreement on the Party's respective behalves personally represent and warrant that they have been legally authorized to execute this Agreement and thereby bind the party on whose behalf they sign.

WHEREFORE, IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first, above written, in Coal City, Grundy and Will Counties, Illinois.

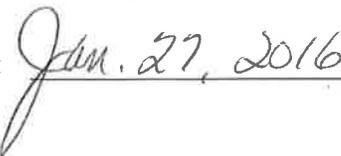
VILLAGE OF COAL CITY

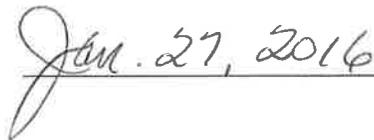
LUCILLE M. EDGAR

By: 
Terry Halliday

By: 

Its: President

Date:  Jan. 27, 2016

Date:  Jan. 27, 2016

*Subscribed & Sworn to before
me this 27 day of
January, 2016.
Dorinda M. Hoffmeyer*

EXHIBIT A

RELEASE OF LIEN

[attached on following pages]

Prepared by and upon

Recording Mail To:

Mark Heinle
Ancel, Glink, Diamond, Bush,
DiCianni & Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, IL 60563

**IN THE CIRCUIT COURT
OF THE THIRTEENTH JUDICIAL CIRCUIT OF ILLINOIS
GRUNDY COUNTY
CIVIL DIVISION**

VILLAGE OF COAL CITY,)	
an Illinois municipal corporation,)	
)	
Plaintiff,)	
)	Case No. 13 MR 133
v.)	
)	
JOHN W. EDGAR, SR.; LUCILLE M. EDGAR;)	
All Unknown Owners and non-Record Claimants,)	
)	
Defendants.)	

SATISFACTION OR RELEASE OF DEMOLITION LIEN

Pursuant to and in compliance with the Illinois statutes relating to demolition liens, and for valuable consideration, receipt whereof is hereby acknowledged, the undersigned Village of Coal City, an Illinois municipal corporation, does hereby acknowledge satisfaction or release of claims against the owners of record of 560 S. Virginia Street, Coal City, Grundy County, Illinois, 60416, John W. Edgar, Sr. and Lucille M. Edgar, as joint tenants, in the amount of \$21,166.61 on the following described property, to wit:

LOT 7 IN BLOCK 11 (EXCEPT THE WEST 100 FEET THEREOF) IN BUCHANAN'S ADDITION TO COAL CITY, IN GRUNDY COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 09-03-253-006
Address of Real Estate: 560 S. Virginia Street, Coal City, Grundy County, Illinois, 60416

Which claim for lien was filed in the office of the Recorder of Deeds of Grundy County, Illinois, on December 16, 2015 as Document No. 558655.

IN WITNESS WHEREOF, the undersigned has signed this instrument this ____ day of _____, 2016.

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED BY THE OWNER WITH THE COUNTY RECORDER IN WHOSE OFFICE THE LIEN WAS FILED.

VILLAGE OF COAL CITY, a municipal corporation

By: _____
Its Attorney

SUBSCRIBED and SWORN to
before me, on _____, 2016.

Notary Public

Mark R. Heinle (ARDC #6283061)
Ancel Glink Diamond Bush
DiCianni & Krafthefer, P.C.
1979 N. Mill Street, Suite 207
Naperville, Illinois 60563
Telephone: (630) 596-4610
Fax: (630) 596-4611
mheinle@ancelglink.com