

AGREEMENT TO DEMOLISH A GARAGE AND CONCRETE PAD
NEAR A CRITICAL SEWER LINE REPAIR AND REIMBURSE THE PROPERTY
OWNER FOR THEIR REPLACEMENT

WHEREAS Helena Collins and Vincent M Soliday (the Property Owners) own a single-family residence at 18316 Western Ave., Homewood, Illinois (the Subject Property) legally described in Exhibit A to this Agreement; and

WHEREAS the Village of Homewood (the Village) maintains sanitary sewer and water mains through or near the western portion of the Subject Property, and

WHEREAS, the water main in question recently experienced a substantial leak that resulted in a boil order being imposed on the surrounding neighborhood; and

WHEREAS, the Village's Public Works Department restored service to the area by temporarily repairing the water line. However, more substantial repairs are required to permanently remedy the problem; and

WHEREAS the Property Owners own a brick garage and concrete drive near the Village's water and sewer lines; and

WHEREAS the Village has determined that it must excavate near the garage and to permanently repair the sewer line as soon as possible; and

WHEREAS, the Village has determined that excavating near the garage may cause it to collapse, threatening the health and safety of Village workers and the community; and

WHEREAS, the Village has determined that a portion of the existing garage impedes access to existing public water and sewer mains located on the Subject Property; and

WHEREAS the parties have determined it to be in the best interest of the Property Owners and the Village that the existing garage be demolished and, once the sewer line is repaired, reconstructed away from the water and sewer lines.

NOW, THEREFORE, the Property Owners and the Village agree:

1. The Property Owners consent to the Village entering their property to repair or replace the sewer line is necessary, including excavating the area surrounding these pipes.

2. The Property Owners consent to the Village demolishing the existing garage and concrete drive on their property to allow the Village's employees to safely and permanently repair the sewer line.

3. Before demolition, the Property Owners shall remove all items from the garage they wish to keep. Any items left in the garage once the demolition work begins shall be considered abandoned.

4 The Village agrees to reimburse the homeowner for the cost of replacing the garage and concrete drive at a cost not to exceed \$25,000, according to these terms:

A. The homeowner shall obtain three bids for replacement of the garage slab and garage. The bids shall be for a frame garage of the same dimensions and features as the existing garage.

B. The Village shall establish a construction escrow with a third-party escrow agent of its choice and shall deposit funds sufficient to reimburse the Property Owners the cost of reconstructing the garage and concrete drive. Cost of the construction escrow shall be paid by the Village.

C. The Property Owners will construct the new garage 6 feet east of the existing garage to ensure it does not interfere with future access to existing public water and sewer lines.

D. All costs not directly related to the garage demolition and replacement shall be the homeowner's responsibility, including repairing or replacing the fence on the north side of the property, the concrete walkway leading from the residence to the garage, and any landscaping other than that required to restore the immediate area excavated to repair the sewer line.

E. It shall be the homeowner's responsibility to contract with the garage builder, and it also shall be the homeowner's responsibility to monitor construction of the garage. The Village shall not be a party to the garage construction contract and shall not be responsible for ensuring performance by the garage builder.

AGREED on _____, 2023.

VILLAGE OF HOMEWOOD

PROPERTY OWNERS

By: _____
Village Manager

Helena Collins

Vincent M. Soliday

EXHIBIT A

Lot 25 in Block 14 and Flossmoor Park Addition, a subdivision of the East ½ of Lots 1 and 2 except the South 660 feet thereof of the Northeast ¼ of Section 1, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois

Commonly known as: 18316 Western Ave., Homewood, IL 60430

PIN: 31-01-205-016-0000

Property - Two-car garage

