

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is made on this ____ day of August, 2022 by and among the Village of Poplar Grove, an Illinois municipal corporation ("Poplar Grove"), Diamond Excavating, and Illinois corporation ("Diamond") and R. Zimmerman, Inc., an Illinois municipal corporation ("Zimmerman").

RECITALS

WHEREAS, Diamond and Zimmerman were involved in the transportation, loading and unloading of heavy excavation equipment for construction of a residence at 813 Waco Way in Poplar Grove; and

WHEREAS, on or about April 13, 2022, damage was caused to the roadway in front of the construction project by the loading and/or unloading of the heavy excavation equipment at 813 Waco Way; and

WHEREAS, Poplar Grove wishes to ensure that the repair of the damage to the roadway at 813 Waco Way caused by Diamond and Zimmerman is done according to IDOT specifications; and

WHEREAS, the Village Engineer has determined that the Village can repair the damage to the roadway at 813 Waco Way caused by Diamond and Zimmerman for \$1,275.00; and

WHEREAS, Diamond and Zimmerman have agreed to pay the Village a total of \$1,275.00 in exchange for being released by Poplar Grove from any further liability for repair of the damage caused by the loading and/or unloading of the heavy excavation equipment at 813 Waco Way; and

WHEREAS, Diamond is willing to pay the damage amount of \$1,275.00 with Zimmerman to reimburse it for $\frac{1}{2}$ of that amount.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Amount of Payment. Within fourteen (14) days of the date of this Agreement first set forth above, Diamond will pay to the Village \$1,250.00 to the Village of Poplar Grove for repair of the damage caused by the loading and/or unloading of the heavy excavation equipment at 813 Waco Way on or about April 13, 2022. This payment represents the total amount required for the repairs to the roadway. Upon receipt of these payments, Diamond will be released from any obligation to pay for or to enact the roadway repairs referenced herein. Zimmerman will reimburse Diamond for $\frac{1}{2}$ of its payment.
2. Waiver of Litigation. The Village of Poplar Grove agrees not to institute litigation against Diamond or Zimmerman for the cost of any repairs of the damage caused by the loading and/or unloading of the heavy excavation equipment at 813 Waco Way on or about April 13, 2022, so long as the payment required in Paragraph 1 above is made. Should the payment of \$1,275.00 not be made within fourteen (14) days of the date of this Agreement first set forth above, the parties to this Agreement agree that the Village of Poplar Grove may take legal action against one of both of

the non-paying party(ies) to recover any amount owed under this Agreement including cost of suit or administrative action required for recovery and its reasonable attorney's fees.

3. Entire Agreement. The parties acknowledge that this Agreement constitutes the sole agreement in this matter, that it supersedes any prior oral or written agreements, and that any modifications may only be affected by a writing signed by all parties to this Agreement.
3. If any provision of this Agreement is found to be unenforceable, then the remaining provisions shall remain valid and enforceable.
4. The parties acknowledge that they have read and understand this Agreement and that they affix their signatures hereto voluntarily and without coercion.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year written below.

Diamond Excavating

Village of Poplar Grove

By: _____

By: Its President _____

Its _____

Attest: _____

Date

Date

R. Zimmerman, Inc.

By: _____

Its _____

Date