

A RESOLUTION APPROVING AN AGREEMENT TO DEMOLISH AN UNSAFE STRUCTURE ON THE PROPERTY COMMONLY KNOWN AS 1548 VERMONT STREET, ROLLING MEADOWS, ILLINOIS

WHEREAS, the City of Rolling Meadows has determined that the structure located upon the property commonly known as 1548 Vermont Street, Rolling Meadows, Illinois ("**Subject Property**") is uninhabitable and has deteriorated to a point that it constitutes a threat to public health and safety warranting demolition pursuant to the Unsafe Property provisions of the Illinois Municipal Code, 65 ILCS 5/11-31-1, *et seq.*; and

WHEREAS, the joint owners of the Subject Property desire to voluntarily demolish the structure on the Subject Property, but lack the necessary financial resources to complete said demolition; and

WHEREAS, in lieu of defending against demolition proceedings advanced by the City under 65 ILCS 5/11-31-1, *et seq.*, the joint owners have agreed to allow the City to proceed with such actions as necessary to demolish said structure and clear the site; and

WHEREAS, the City Council has determined that it is advisable, necessary and in the best interests of the City of Rolling Meadows to enter into an Agreement to Demolish with the joint owners of the Subject Property, in order to allow for the City to effectuate the demolition and clearing of the unsafe structure on the Subject Property.

NOW THEREFORE, be it resolved by the City Council of the City of Rolling Meadows, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: That the Agreement to Demolish between the City of Rolling Meadows and Paul R. Martinez, Maria Elena Martinez, and Linda Martinez, ("**Agreement to Demolish**"), is hereby approved in substantially the form attached hereto as **Exhibit A**, and the Mayor is hereby authorized and directed to execute, and the Deputy City Clerk to attest, said Agreement to Demolish on behalf of the City.

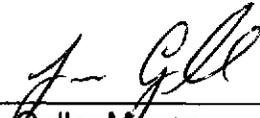
Section 3: This Resolution shall be in full force and effect upon its passage and approval in accordance with law

PASSED AND APPROVED by the City Council of Rolling Meadows, Cook
County, Illinois this 28th day of March, 2023.

AYES: Bisesi, Reyez, Sanoica, McHale, Budmats, O'Brien

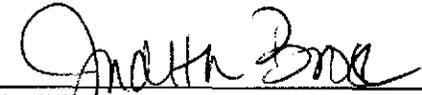
NAYS: 0

ABSENT: Vinezeano



Joe Gallo, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

EXHIBIT A
Agreement to Demolish

AGREEMENT TO DEMOLISH
(1548 Vermont Street, Rolling Meadows, IL – 2023 Agreement)

This Agreement to Demolish entered into by and between the City of Rolling Meadows, Illinois, a municipal corporation, hereinafter referred to as “City”, and Paul R. Martinez, Maria Elena Martinez, and Linda Martinez, of 12232 Lantern Trail, Huntley Illinois 60142, hereinafter referred to as “Joint Owners”.

RECITALS

WHEREAS, Joint Owners hold legal title to the following real estate located within the municipal limits of the City, legally described as:

LOT 1 IN THE MARTINEZ RE-SUBDIVISION OF THE WEST ½ OF LOT 2 IN BLOCK 16 IN ARTHUR T. MACINTOSH AND COMPANY’S PALATINE ESTATE’S UNIT NO. 2 IN THE NORTH ½ OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLANT THEREOF RECORDED AS DOCUMENT NO. 0020568058, IN THE OFFICES OF THE COOK COUNTY RECORDER, IN COOK COUNTY, ILLINOIS;

and commonly known as 1548 Vermont Street, Rolling Meadows, Illinois; PIN 02-26-107-011-0000, hereinafter referred to as “Subject Property”; and

WHEREAS, the City has determined that the structure located upon the Subject Property is uninhabitable and has deteriorated to a point that it constitutes a threat to public health and safety warranting demolition pursuant to the Unsafe Property provisions of the Illinois Municipal Code, 65 ILCS 5/11-31-1, *et seq.*; and

WHEREAS, Joint Owners desire to voluntarily demolish the structure on the Subject Property, but lack the necessary financial resources to complete said demolition; and

WHEREAS, in lieu of defending against demolition proceedings advanced by the City under 65 ILCS 5/11-31-1, *et seq.*, Joint Owners hereby agree to allow the City to proceed with such actions as necessary to demolish said structure and clear the site.

THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration, the City and Joint Owners agree as follows:

1. Joint Owners hereby agree that the City may enter upon the Subject Property cause for the demolition of the structure located thereon and thereafter clear the site.

2. Joint Owners warrant that they have the authority to enter into this Agreement to Demolish with City and agree to indemnify and hold the City harmless from and against any and all claims, demands, actions, and causes of action which may arise out of the demolition of the structure described hereinabove from any known or unknown owners of the Subject Property or any persons or entities having an interest in the Subject Property.
3. The City agrees to demolish and remove the above described structure located upon the Subject Property. The City shall be responsible for the clean up, demolition costs and the proper disposal of any and all resulting debris.
4. In consideration of the demolition and removal of the structure from the Subject Property, the Joint Owners agree to indemnify, defend and hold the City, its officials, officers, employees and agents (collectively the "Indemnified Parties") harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever incurred, suffered by or asserted against the Indemnified Parties as a result of any of the following: (i) the presence of any hazardous material in violation of applicable law on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any hazardous material in violation of applicable law from all or any portion of the Subject Property, or (ii) damage or injury to person, personal property or the Subject Property occurring directly or indirectly from the demolition, site clearing or removal of the structure from the Subject Property.
5. The Joint Owners also grant the Indemnified Parties permission to demolish and remove the structure on the Subject Property and go upon those portions of the Subject Property necessary to remove the structure located on the Subject Property for such period of time as is necessary to demolish and remove said structure, but in no event beyond December 31, 2023. The structure shall be removed in a workman-like manner.
6. The City will either perform or contract for the demolition and associated work and Joint Owners agree to allow the City to file a lien on the Subject Property for total cost of demolition and associated work, including costs associated with demolition of the structure, site clearing and repair costs (including re-seeding), water and sewer disconnection costs, and attorney fees associated with the filing of the lien (collectively, the "Total Cost"). Upon payment by the Joint Owners of the Total Cost to the City, the City will provide a satisfaction or release of the lien to the Joint Owners pursuant to the Mechanics Lien Act (770 ILCS 60/1 *et seq.*) and shall cause the satisfaction or release to be recorded concerning the Subject Property.

7. The Joint Owners represent and warrant that, to the best of their knowledge, the structure on the Subject Property (1) is free from asbestos and hazardous materials; (2) is insured for general liability purposes; and (3) is not insured against its destruction. The Joint Owners represents and warrants that it will not make any claim to any insurance carrier for the demolition of the structure by the City and will hold the City harmless against any claims for damage to the structure.
8. The foregoing recitals are made an integral part of the Agreement to Demolish.
9. This Agreement constitutes the full understanding between City and the Joint Owners and may only be amended by an instrument in writing executed by the parties hereto.
10. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
11. This Agreement shall be in full force and effect upon its execution by the parties hereto. An executed copy of this agreement shall have the same force and effect as the original document. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
12. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the other party hereto
13. This Agreement is being delivered and is intended to be performed in the State of Illinois and shall be construed and enforced according to the laws of the State of Illinois.
14. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision or provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision or provisions were so excluded and shall be enforceable in accordance with its terms.

[Signature page follows.]

JOINT OWNERS:

Paul R. Martinez

Dated: _____

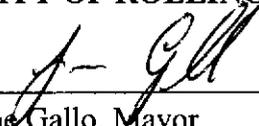
Maria Elena Martinez

Dated: _____

Linda Martinez

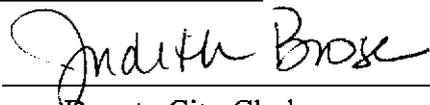
Dated: _____

CITY OF ROLLING MEADOWS:



Joe Gallo, Mayor

Dated: 3-29-2023

Attested: 

Judith Brose, Deputy City Clerk