

RESOLUTION R-54-12

A RESOLUTION AUTHORIZING THE EXECUTION OF A CERTAIN CONSTRUCTION, USE, AND INDEMNIFICATION AGREEMENT (1902 Hampton Drive)

BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to sign a certain Construction, Use and Indemnification Agreement dated July 18, 2012, between the City of Wheaton and Rodger and Deborah Bloch of 1902 Hampton Drive, Wheaton, Illinois; and the City Clerk is authorized to attest to the signature of the Mayor.

ADOPTED this 6th day of August, 2012.



Michael J. Gresk
Mayor

ATTEST:



Karen Sanguinetti
City Clerk

Roll Call Vote

Ayes:	Councilman Scalzo Councilman Suess Councilwoman Ives Councilman Mouhelis Councilman Rutledge Mayor Gresk Councilwoman Pacino Sanguinetti
Nays:	None
Absent:	None

Motion Carried Unanimously

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CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT

RIGHT-OF-WAY (1902 Hampton Ct.
Street Name

THIS CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT, made and entered into this 18 day of July, 20 19th, among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and Rodger Block, Debra Block ("Owner").

WITNESSETH

WHEREAS, the City is in possession of a right-of-way within the City limits of the City of Wheaton, Illinois, and legally described herein; and

WHEREAS, Rodger & Debra Block (hereinafter "Owner"), the owner of the premises located at 1902 Hampton Ct., Wheaton, Illinois, which property is legally described herein and is contiguous to a portion of the right-of-way; and

WHEREAS, the Owners would like to use a portion of the City's right-of-way for the purpose of constructing and maintaining a lawn irrigation system; and

WHEREAS, the Owners acknowledges that this Agreement is not an easement and does not vest them with any property rights or claims to any portion of said right-of-way.

NOW, THEREFORE, BE IT AND HEREBY AGREED by the City Council of the City of Wheaton, an Illinois municipal corporation, and the Owner as follows:

1.) The foregoing recitals are incorporated herein as representing the intent of the undersigned and as substantive representations and covenants.

2.) Rodger & Debra Block are the owners of property located at 1902 Hampton Ct., Wheaton, Illinois, legally described on Exhibit A attached hereto and made a part hereof.

3.) The Owners, for a consideration of Ten Dollars (\$10.00) and other good and valuable consideration as stated herein, are hereby authorized to use a portion of the right-of-way more specifically identified as that portion of the right-of-way 1902 Hampton Ct., Wheaton

for construction of and use of a lawn irrigation system as depicted on Exhibit B attached hereto and made a part hereof. The installation and use of the lawn irrigation system shall conform to all applicable ordinances of the City. Those ordinances are material terms and conditions of this Agreement.

4.) The City retains the right to enter said right-of-way for any purpose to perform any work including but not limited to constructing and maintaining the City utility systems (watermain, storm and sanitary sewers) and other infrastructure. If the City performs any work within said right-of-way which causes damage to the lawn irrigation system, the Owners shall be responsible to repair the lawn irrigation system at their sole cost and expense. The Owner hereby acknowledges and agrees that City its, employees and agents shall have no liability to the Owner for any damage, removal or other casualty to the lawn irrigation system caused by the City, its employees or agent regardless of the cause.

5.) The City may terminate and cancel this Agreement together with all rights and privileges granted hereunder, by notifying the Owners in writing at least fourteen (14) days prior to termination.

6.) Upon termination of this Agreement, the City may destroy, demolish, or remove any improvements placed upon the right-of-way by the Owners without liability.

7.) To the greatest extent permitted under Illinois law, Owners shall defend, indemnify and hold the City harmless from any and all claims, actions, causes of action, costs, judgments, injuries, property damage, expenses (including reasonable attorney's and expert's fees) which arise or may be caused by the negligence of the Owners, or Owners' agents, as a result of the design, construction, maintenance, use or abandonment of the lawn irrigation system described herein.

8.) This Agreement is not an easement. Should a court of competent jurisdiction construe it as an easement it shall be a temporary easement which shall expire 14 days after such construction.

9.) The provisions set forth in this Agreement and exhibit represent the entire Agreement between the parties and shall precede all prior agreements, contracts, understandings, promises and representations, oral or written, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. This Agreement may be modified only by a further written Agreement between the parties, and no modification shall be effective unless properly approved and signed by each party.

10.) This Agreement shall be recorded in the Office of the Record of Deeds, DuPage County, Illinois, at the expense of the Owners.

11.) The Owners obligations under this Agreement shall be joint and several.

12.) This Agreement shall be binding on the Owners, their successors, heirs and assigns.

EXHIBIT A

Legal Description:

Lot 217, in Damda Farms West Unit 3, being a subdivision of part of the west $\frac{1}{2}$ of Section 28, Township 39 North, Range 10, east of the Third Principal Meridian, according to the plat thereof recorded October 7, 1986, as Document

No R# 0-123503, in DuPage County, Illinois

1902 Hampton Ct Wheaton, IL 60187
address

P.I.N. 0528203001

IN WITNESS WHEREOF, the Corporate authorities and the Owners have hereunto set their hands and seals, and have caused this instrument to be executed by their duly authorized officials and the Corporate seal attached here all on the date and year first above written.

Rob. Blod

Owner

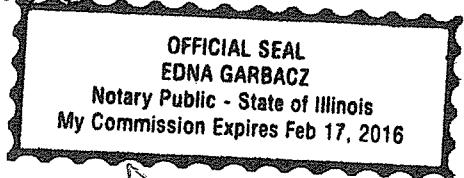
Bill Blod

Owner

Subscribed and sworn to before me this 18 day of July, 2012

Edna Garbacz Notary Public

(Notary Seal)



Attested by:

Sharon Bennett Flynn
City Clerk

Michael J. Morris
Mayor, City of Wheaton

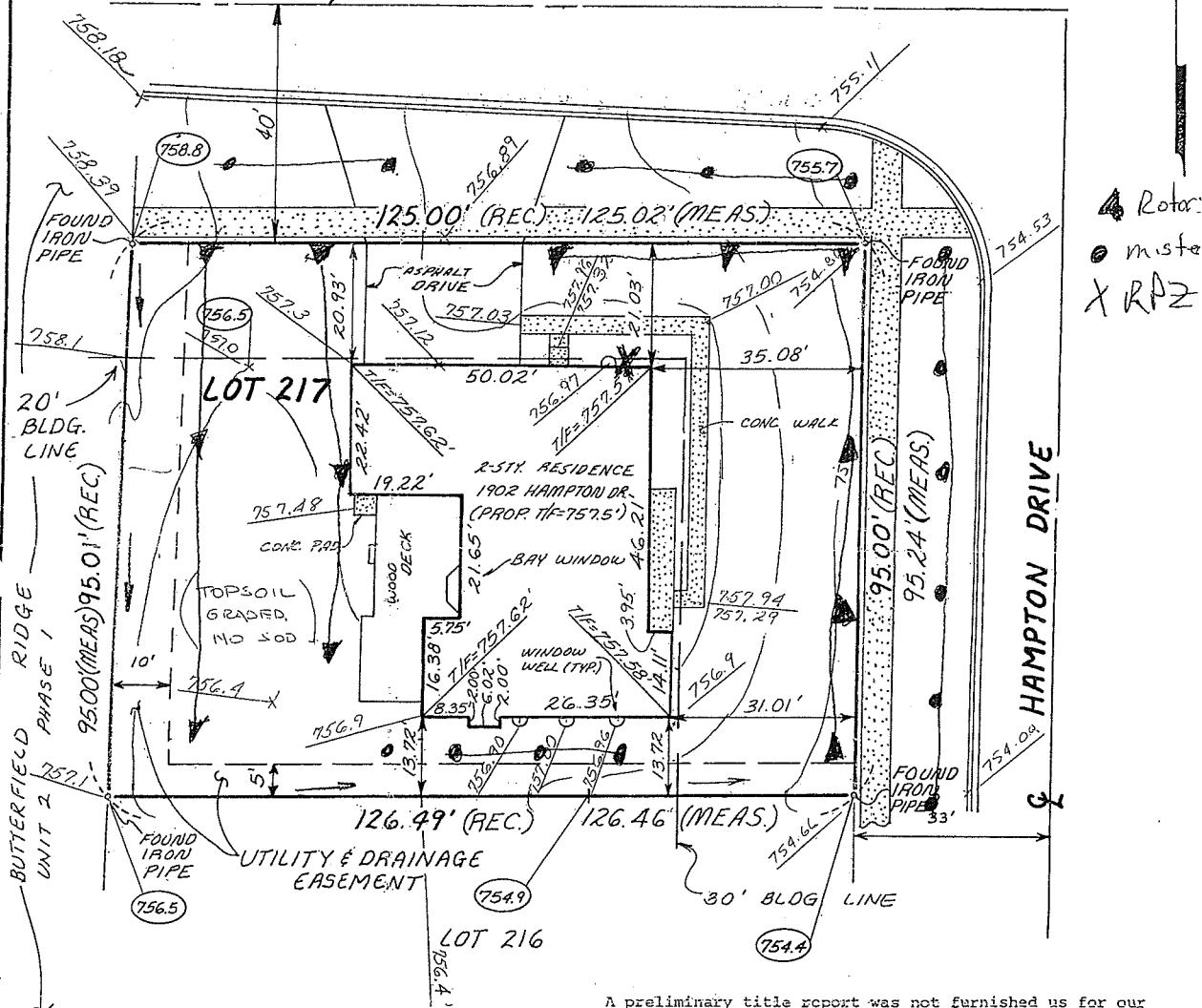
PLAT OF SWED

of

LOT 217 IN DANADA FARMS WEST UNIT 3, BEING A SUBDIVISION OF PART OF THE
WEST HALF OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7,
1986 AS DOCUMENT NO. R86-123503 IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT "B"

✓ E. BRIGHTON DRIVE



ELEV. — INDICATES PROPOSED ELEVATIONS AS SHOWN ON APPROVED MASTER GRADING PLAN
DATED: 12-12-86

THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S IMPRESSED SEAL.

COMPARE THE DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND AT ONCE REPORT ANY DIFFERENCE.

BUILDING LINES ARE SHOWN ONLY WHERE THEY ARE SO RECORDED ON THE MAPS. REFER TO YOUR DEED OR ABSTRACT.

STATE OF ILLINOIS, SS.
COUNTY OF DU PAGE)

I, THOMAS C. WHITT, AN ILLINOIS REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED UNDER MY DIRECTION AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF, CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

DATED THIS 2nd DAY OF JUNE, A.D., 1988.

James C. White
ILLINOIS REGISTERED LAND SURVEYOR NO. 2357

ILLINOIS REGISTERED LAND SURVEYOR NO. 2357

A preliminary title report was not furnished us for our use in preparing this survey. Therefore there may be additional easements and/or servitudes effecting this property which are not shown on this survey.

Grading	6-2-88	280-58	6-7-88 BEZ
Mortgage	6-2-88	280-58	6-7-88 BE
Foundation	2-3-88	280-58	2-4-88 / BE
Vacant	—	—	9-16-86 1/K
Type of Survey	Date	Bk. - Pg.	Date Drn. / B
Common Address	1902 HAMPTON DRIVE		
Builder	JOE KEIM BUILDERS		
Job No.:	516.001 - 217	Scale:	1" = 20'
CEMCON, Ltd. Consulting Engineers, Land Surveyors, & Planners			
933 W. Liberty Drive	Wheaton, Illinois	60187	Phone 312/653-1030

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