

RESOLUTION R-31-14

A RESOLUTION AUTHORIZING THE EXECUTION
OF A CERTAIN CONSTRUCTION, USE, AND
INDEMNIFICATION AGREEMENT
(2018 North Stoddard Avenue)

BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to sign and the City Clerk is directed to attest to the Construction, Use and Indemnification Agreement dated October 8, 2013, between the City of Wheaton and Richard K. and Mariette B. Shelhamer of 2018 North Stoddard Avenue, Wheaton, Illinois, attached hereto as Exhibit 1.

ADOPTED this 2nd day of June, 2014.



Michael J. Kus
Mayor

ATTEST:



Maryann Bennett Hagen
City Clerk

Roll Call Vote

Ayes:	Councilman Scalzo Councilman Suess Councilman Rutledge Mayor Gresk Councilwoman Pacino Sanguinetti
Nays:	None
Absent:	Councilman Prendiville Councilman Saline

Motion Carried Unanimously

CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT
RIGHT-OF-WAY (STODDARD)

Street Name

2018

THIS CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT, made and entered into this 8 day of Oct, 2013, among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and Richard F. Schellhamer ("Owner").

Marietta B. Schellhamer
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, Richard F. Schellhamer & Marietta B. Schellhamer (hereinafter "Owner"), the owner of the premises located at 2018 Stoddard St, 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.) Richard F. Schellhamer & Marietta B. Schellhamer are the owners of property located at 2018 Stoddard St, 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 2018 Stoddard

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.

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.

Richard Shethman
Owner

Mariette B. Shethman
Owner

Subscribed and sworn to before me this 6th day of May, 2014.

Diane M. Weeseman Notary Public



Michael J. Gross
Mayor, City of Wheaton

Attested by:

Alma Barott Fagnani
City Clerk

EXHIBIT A



Legal Description:

Lot 4 in Mackenzie Place Being a Subdivision of
Part of the West half of the northwest Quarter
of Section 10 in Town ship 39 North Range 16
east of the Third Principal Meridian according to
the Plat thereof Recorded December 13 2005 as Doc #
R2005-275049 in the office of the Recorder
DuPage County, Illinois

2018 Stoddard Wheaton, IL 60187
address

P.I.N. 05-10-113-016

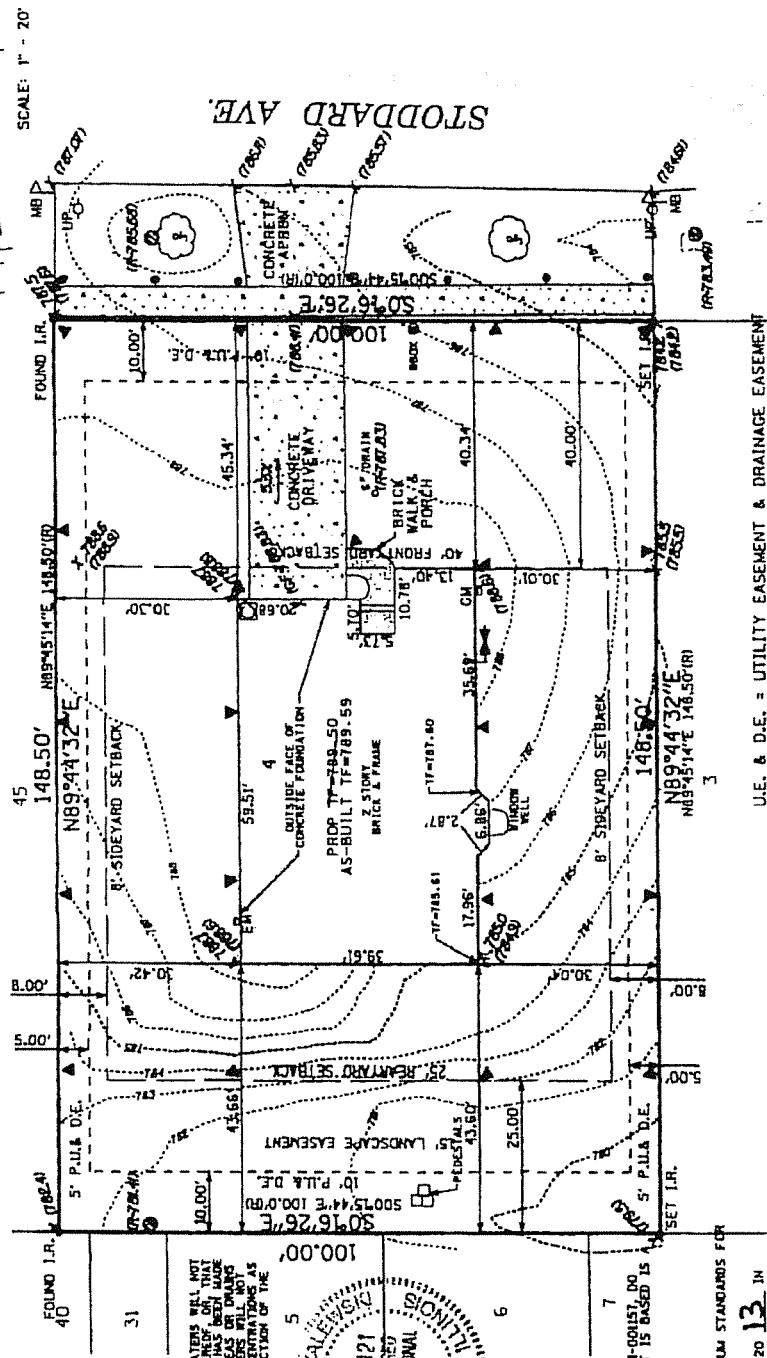


2018 Stoddard

No Valve with S-
OF B-BOX
LARGEST ZONE 15 GPM

PLAT OF SURVEY

LOT 4 IN MACKENZIE PLACE, BEING A SUBMISSION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 10, IN TOWNSHIP 39 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 13, 2005, AS DOCUMENT NUMBER R2005-275049, IN THE OFFICE OF THE RECORDER, DUPAGE COUNTY, ILLINOIS.



SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS } 15
COUNTY OF COOK }

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION ON ANY PART THEREOF, ON THAT SURFACE, SO THAT THE SURFACE WATERS WILL NOT BECOME A SOURCE OF DRAINAGE FOR THE SURFACE WATERS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY, BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS 14th DAY OF November, A.D. 2013.

WITNESS: *John J. Zalewski* - 062-46121
WITNESS: *Jeffrey M. O'Gorman* - 062-46121
LICENSED ENGINEER: 11/10/13

REGISTRATION NO. 062-46121

PROFESSIONAL ENGINEER OF ILLINOIS
CIVIL ENGINEER

STATE OF ILLINOIS } 15
COUNTY OF COOK }

WE, SPACECO, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 164-00157, DO HEREBY DECLARE THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED IS TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

NO DISTANCES OR ANGLES SHOWN HEREIN MAY BE ASSURED BY SCALING.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER OUR HAND AND SEAL THIS 4th DAY OF November, 2012.

JEFFREY M. O'GORMAN, P.E. NO. 062-46120
LICENSED ENGINEER AND SURVEYOR
VALID ONLY IF EMBOSSED SEAL AFFIXED

CONSULTING ENGINEERS

SITE DEVELOPMENT ENGINEERS

LAND SURVEYORS

9575 W. Higgins Road, Suite 700,

Rosemont, Illinois 60018

Phone: (847) 696-4060 Fax: (847) 696-4065

SPACECO INC.

100-7744

Compare all dimensions before building and report any discrepancies at once.

Refer to deed or title policy for building lines and easements.

5/4" IRON REBAR WITH YELLOW CAP ON THE NORTH SIDE OF DRAWDOWN ROAD

EL ELEVATION = 157.72

SITE BENCHMARK: 15A, CP, ZD

5/4" IRON REBAR WITH YELLOW CAP ON THE SOUTH SIDE OF DRAWDOWN ROAD

EL ELEVATION = 157.72

5/4" IRON REBAR WITH YELLOW CAP ON THE NORTH SIDE OF DRAWDOWN ROAD

EL ELEVATION = 157.72

SITE BENCHMARK: 15B, CP, ZD

5/4" IRON REBAR WITH YELLOW CAP ON THE SOUTH SIDE OF DRAWDOWN ROAD

EL ELEVATION = 157.72

5/4" IRON REBAR WITH YELLOW CAP ON THE NORTH SIDE OF DRAWDOWN ROAD

EL ELEVATION = 157.72

SITE BENCHMARK: 15C, CP, ZD

5/4" IRON REBAR WITH YELLOW CAP ON THE SOUTH SIDE OF DRAWDOWN ROAD

EL ELEVATION = 157.72

5/4" IRON REBAR WITH YELLOW CAP ON THE NORTH SIDE OF DRAWDOWN ROAD

EL ELEVATION = 157.72

SITE BENCHMARK: 15D, CP, ZD

5/4" IRON REBAR WITH YELLOW CAP ON THE SOUTH SIDE OF DRAWDOWN ROAD

EL ELEVATION = 157.72

5/4" IRON REBAR WITH YELLOW CAP ON THE NORTH SIDE OF DRAWDOWN ROAD

EL ELEVATION = 157.72

SITE BENCHMARK: 15E, CP, ZD

5/4" IRON REBAR WITH YELLOW CAP ON THE SOUTH SIDE OF DRAWDOWN ROAD

EL ELEVATION = 157.72

5/4" IRON REBAR WITH YELLOW CAP ON THE NORTH SIDE OF DRAWDOWN ROAD

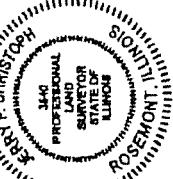
EL ELEVATION = 157.72

100-7744

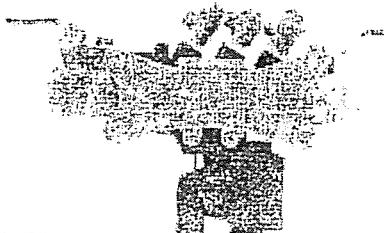
XXII - AS-BUILT ELEVATION

2018 N. STODDARD

FILE NAME:	6387-L14.DGN
ORDER BY:	ARMANT CONSTRUCTION
DESCRIPTION:	FINAL SURVEY
DATE PREPARED:	11/4/2013
FIELD DATE:	10/31/2013
SCALE:	1" - 20' DRAWN BY: JD



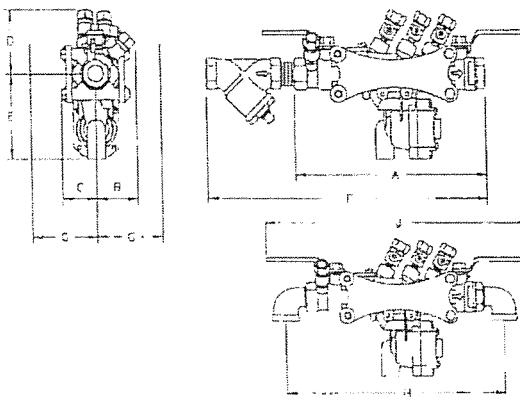
100-7744



FEATURES

Sizes: 3/4" 1" 1 1/4" 1 1/2" 2"

Maximum working water pressure	175 PSI
Maximum working water temperature	180°F
Hydrostatic test pressure	350 PSI
End connections	Threaded FNPT



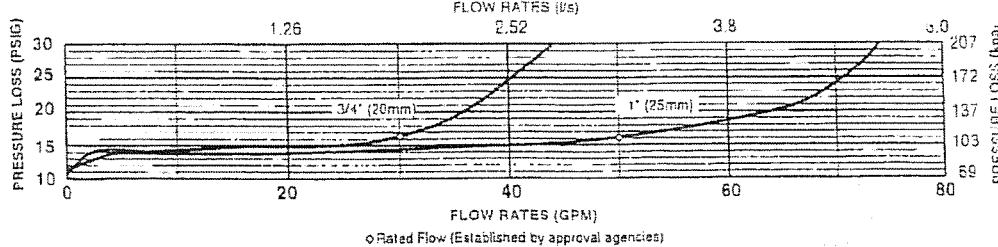
MODEL 375SE

DIMENSIONS & WEIGHTS (do not include pkg.)

MODEL 375	DIMENSIONS (approximate)												WEIGHT										
	SIZE		A		B		C		D		E		F		G		H		J		LESS BALL VALVES	WITH BALL VALVES	
		in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	lbs	kg	lbs	kg
(BALL VALV. (CLOSED))																							
3/4	20	8 7/8	225	1 5/16	33	1 5/8	41	2 15/16	75	3 7/8	98	12 5/8	321	3	76	11	279	12 1/4	311	47	21	57	26
1	25	11 3/16	284	2 1/4	57	2 1/4	57	3 7/16	87	4	102	14 9/16	370	4	102	13 3/4	349	15 1/4	387	82	37	97	44
1 1/4	32	14 7/8	378	3 3/8	86	3 3/8	86	3 3/4	95	5 7/8	149	20 1/2	521	3 3/4	95	N/A	N/A	16 5/8	473	N/A	N/A	205	93
1 1/2	40	15 1/4	387	3 3/8	86	3 3/8	86	3 3/4	95	5 7/8	149	22	559	4 1/2	114	N/A	N/A	20 1/4	514	N/A	N/A	215	98
2	50	15 7/8	403	3 3/8	86	3 3/8	86	3 3/4	95	5 7/8	149	24	610	4 1/2	114	N/A	N/A	20 1/2	521	N/A	N/A	235	107

FLOW CHARACTERISTICS

MODEL 375 3/4" & 1" (STANDARD & METRIC)



o Rated Flow (Established by approval agencies)