

RESOLUTION R-57-14

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CERTAIN CONSTRUCTION, USE, AND
INDEMNIFICATION AGREEMENT
(1510 Lloyd Court)**

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 July 18, 2014, between the City of Wheaton and George and Faye Adams of 1510 Lloyd Court, Wheaton, Illinois, attached hereto as Exhibit 1.

ADOPTED this 15th day of September, 2014.

Mayor

ATTEST:

Alma Bennett Hogan
City Clerk

Roll Call Vote

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

Motion Carried Unanimously

Lawn Irrigation System

CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT
RIGHT-OF-WAY (1510 Lloyd Court)
Street Name

THIS CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT, made and entered into this 18 day of July, 2014, among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and George Adams ("Owner").

Fay
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, George Adams (hereinafter "Owner"), the owner of the premises located at 1510 Lloyd Court, 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.) George Adams are the owners of property located at 1510 Lloyd Court 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 1510 Lloyd Ct

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:

Address: 1510 Lloyd Court Wheaton IL 60189

Legal Description: Lot 4 in O'Hollearn Estates subdivision of lot 6 of Hasley Estates, being a subdivision of part of section 20, township 39 north, range 10 east of the third principal meridian, according to the plat of said O'Hollearn Estates subdivision recorded October 19, 1988 as document R88-11887, in DuPage County, Illinois.

Parcel Index Number: 05-20-401-0066

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.

George Adams
Owner

Jaye Adams
Owner

Subscribed and sworn to before me this 18th day of July, 2014.

Debra Starke Notary Public

(Notary Seal)



Mark J. Hagan
Mayor, City of Wheaton

Attested by:

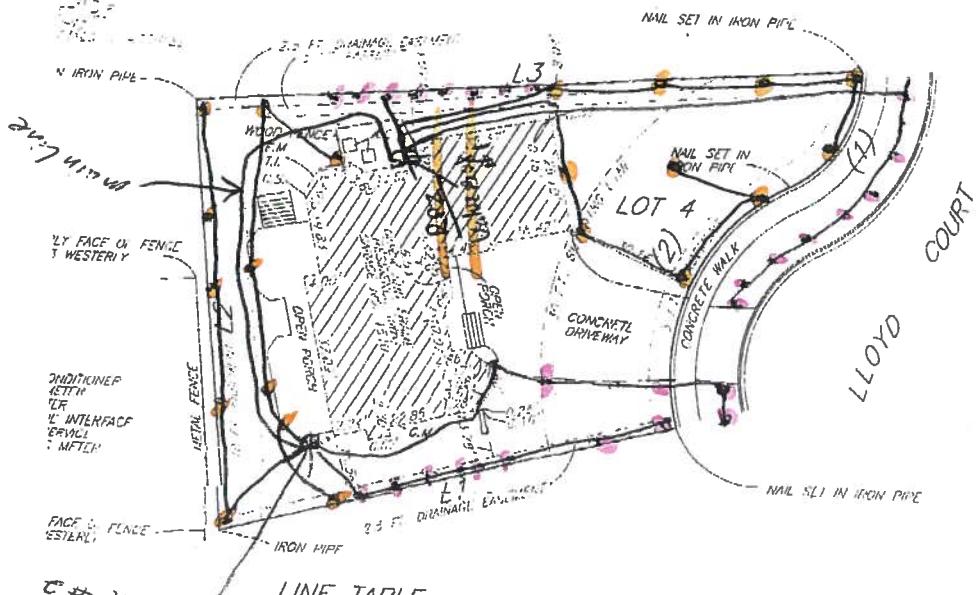
Mark J. Hagan
City Clerk

PLAT OF SURVEY

$$\text{Slope} = \frac{\text{Change in } y}{\text{Change in } x} = \frac{100}{1000} = 0.1 \text{ cm/cm} = 1 \text{ cm/cm}$$

Property located at: 1510 LLOYD COURT
Legally described as:

RECORDED 88:
LOT 4 IN O'HOLLEARN ESTATES SUBDIVISION OF LOT 6 OF HASLEY ESTATES, BEING A
SUBDIVISION OF PART OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID O'HOLLEARN ESTATES SUBDIVISION
RECORDED OCTOBER 19, 1988 AS DOCUMENT RBB-11897, IN DU PAGE COUNTY, ILLINOIS.



LINE TABLE

Line	Bearing	Distance	Measure
L1	S.74°50'13" W.	109.97'	109.97'
L2	N.05°13'32" W.	100.00'	100.00'
L3	N.84°19'55" L.	157.07'	157.21'

CURVE. TABLE

NO. (1)	RADIUS 30.00'	ARC 33.57'	CHORD 31.84'	CHORD BEARING S.30°25'41" W.
(2)	50.00'	67.90'	62.80'	S.23°39'26" W.

10
Leibert Surveyors, Inc., after hereby verifying that we have surveyed the above described land the plan hereto annexed. The legal description shown herein is prima facie true to the best of our knowledge. It is the policy of this office to build setbacks, easements, and other restrictions which should not be assumed by scaling or otherwise. Compute all dimensions and report any discrepancies. This professional service is limited to the dimensions shown on the Boundary Survey.

“E. D. G. S.”

24 Land Surveyor No. 2400 President
1 November 30, 2012
2 Firm Land Surveyors Corporation No. 150000



Michael J. Einne Society, Inc.
18 East Valorie Street
Elmhurst, Illinois 60125
Office 630-516-0397
Fax 630-516-0397

All Sprinkler sys will be a minimum
of 3' from any City Water valve, hydrant
or B-Box

