


RESOLUTION R-75-12

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CERTAIN CONSTRUCTION, USE, AND
INDEMNIFICATION AGREEMENT
(1372 Buena Vista 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 September 11, 2012, between the City of Wheaton and Pasquale and Leslie Angelillo of 1372 Buena Vista Drive, Wheaton, Illinois; and the City Clerk is authorized to attest to the signature of the Mayor.

ADOPTED this 1st day of October, 2012.



Mayor

ATTEST:



City Clerk

Roll Call Vote

Ayes: Councilman Sues
Councilwoman Ives
Councilman Mouhelis
Councilman Rutledge
Mayor Gresk
Councilwoman Pacino Sanguinetti
Councilman Scalzo

Nays: None

Absent: None

Motion Carried Unanimously



CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT
RIGHT-OF-WAY (1372 Buena Vista Drive)
Street Name

THIS CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT, made and entered into this 11th day of September, 2012, among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and Leslie Angelillo ("Owner").

WITNESSETH

^ + Pasquale Angelillo

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, Leslie Angelillo + Pasquale Angelillo (hereinafter "Owner"), the owner of the premises located at 1372 Buena Vista Drive, 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.) Leslie + Pasquale Angelillo are the owners of property located at 1372 Buena Vista Drive, 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 Parkway

_____ 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 succesors, heirs and assigns.

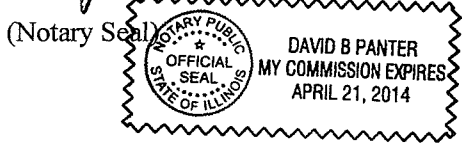
IN WITNESS WHEREOF, the Corporate authorities and the Owners have hereunto set their hands and seals, and have caused this instrument to be executed by their duly authorized officials and the Corporate seal attached here all on the date and year first above written.

Wheie [Signature]
Owner

[Signature]
Owner

Subscribed and sworn to before me this 11th day of August, 2012.

[Signature]
Notary Public



[Signature]
Mayor, City of Wheaton

Attested by:
[Signature]
City Clerk

EXHIBIT A

Legal Description:

Lot 731 In Briarcliffe (Unit Number Four) A Subdivision Of Parts Of
Section 22, Township 39 North, Range 10, East Of The Third Principal
Meridian, According To The Plat Thereof Recorded January 26, 1972
As Document No. R72-4142 In DuPage County, Illinois.

1372 Buena Vista Drive Wheaton, IL 60187
address

P.I.N. 05-22-306-006

HOME OFFICE:
218 N. County Street
Waukegan, IL 60085
Phone: 847-336-2473
Fax: 847-336-2113



E-MAIL AND INTERNET ADDRESSES:
http://www.matc.com AND sales@matc.com

9800 S. Roberts Road
Palos Hills, IL 60465
Phone: 708-430-4077
Fax: 708-598-0696

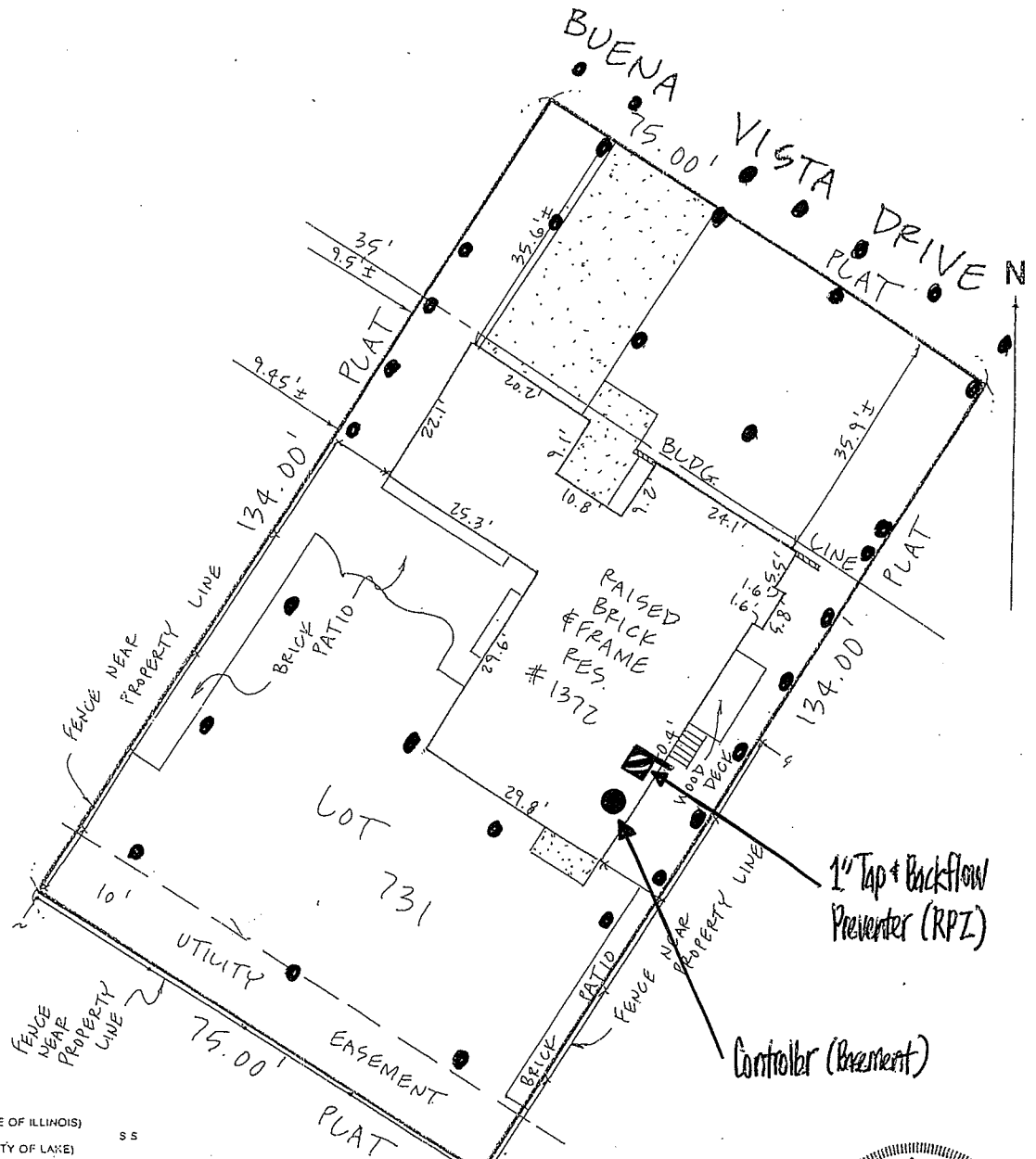
NORTHWEST SUBURBS:
Phone: 847-392-7600
Fax: 847-392-7719

PLAT OF SURVEY

(Mortgage Survey)

DuPage and Kane Counties
Phone: 630-690-3733
Fax: 630-690-3735

LOT 731 IN BRIARCLIFFE (UNIT NUMBER FOUR) A SUBDIVISION OF PARTS OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 26, 1972 AS DOCUMENT NO. R72-4142 IN DUPAGE COUNTY, ILLINOIS.



STATE OF ILLINOIS) S S
COUNTY OF LAKE)

On behalf of MID AMERICA SURVEY COMPANY, I hereby certify that the building(s) on property shown are within the property lines as monumented and the dimensions shown are correct. This plat was prepared on August 14, 2000.

All distances shown are in feet & decimal parts thereof. No angles or distances are to be determined by scaling.

Scale: 1" = 20'

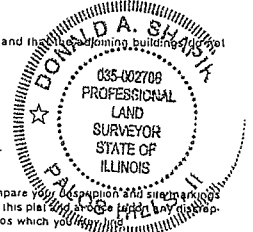
Job No: 234021
Address: 1372 BUENA VISTA DR.
WHEATON, ILL.

P.L.N. 05-22-306-006

Township: MILTON
Ordered By: SUSAN J. CRAVEN

NOTES: THIS IS NOT A STAKED SURVEY. This plat has been made for use in a mortgage loan transaction and is not to be used for construction. Unless otherwise noted, lot dimensions shown are record or deed dimensions.

MID AMERICA SURVEY COMPANY
By: *Ronald L. Shapiro*
Registered Illinois Land Surveyor



Compare your description and dimensions with this plat and be sure they agree. If not, you may incur penalties which you must pay.

