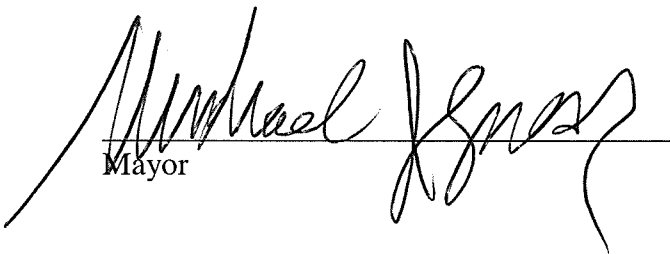


**RESOLUTION R-77-12**

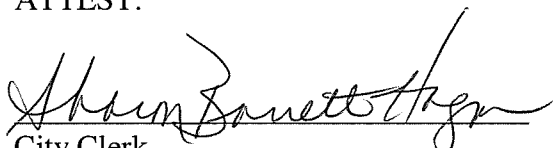
**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A CERTAIN CONSTRUCTION, USE, AND  
INDEMNIFICATION AGREEMENT  
(1345 S. Campbell Avenue)**

**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 August 29, 2012 between the City of Wheaton and Airhart Construction of 1345 S. Campbell Avenue, Wheaton, Illinois; and the City Clerk is authorized to attest to the signature of the Mayor.

**ADOPTED** this 15<sup>th</sup> day of October, 2012.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

Ayes:

Roll Call Vote

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

Nays:

None

Absent:

None

Motion Carried Unanimously

C

C

C

**CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT**  
**RIGHT-OF-WAY ( 1345 S. Campbell Ave )**  
Street Name

THIS CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT, made and entered into this 29<sup>th</sup> day of August, 2012, among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and AIRHART Construction ("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, AIRHART Construction (hereinafter "Owner"), the owner of the premises located at 1345 S. CAMPBELL AVE, 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.) AIRHART CONSTRUCTION are the owners of property located at 1345 Campbell Ave 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.

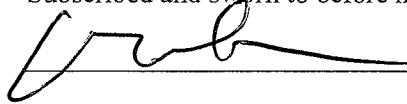
12.) This Agreement shall be binding on the Owners, their sucesors, heirs and assigns.

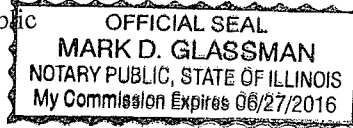
IN WITNESS WHEREOF, the Corporate authorities and the Owners have hereunto set their hands and seals, and have caused this instrument to be executed by their duly authorized officials and the Corporate seal attached here all on the date and year first above written.

  
\_\_\_\_\_  
Owner

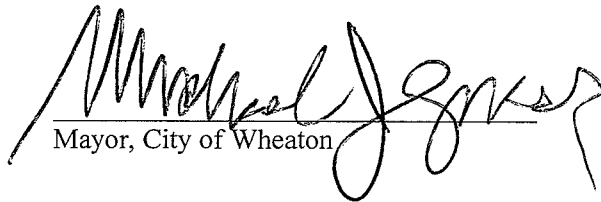
\_\_\_\_\_  
Owner

Subscribed and sworn to before me this 29<sup>th</sup> day of August, 2012

  
\_\_\_\_\_  
(Notary Seal) Notary Public



Attested by:  
  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Mayor, City of Wheaton

**EXHIBIT A**

Legal Description:

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LOT 2 IN THE FINAL PLAT OF RESUBDIVISION IN CAMPBELL AVENUE RESUBDIVISION II BEING A RESUBDIVISION OF LOTS 12 AND 13 OF GREEN VALLEY ADDITION TO WHEATON BEING A SUBDIVISION IN THE SOUTH HALF OF THE NORTH HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER, 18 2007 AS DOCUMENT NUMBER R2007-172551

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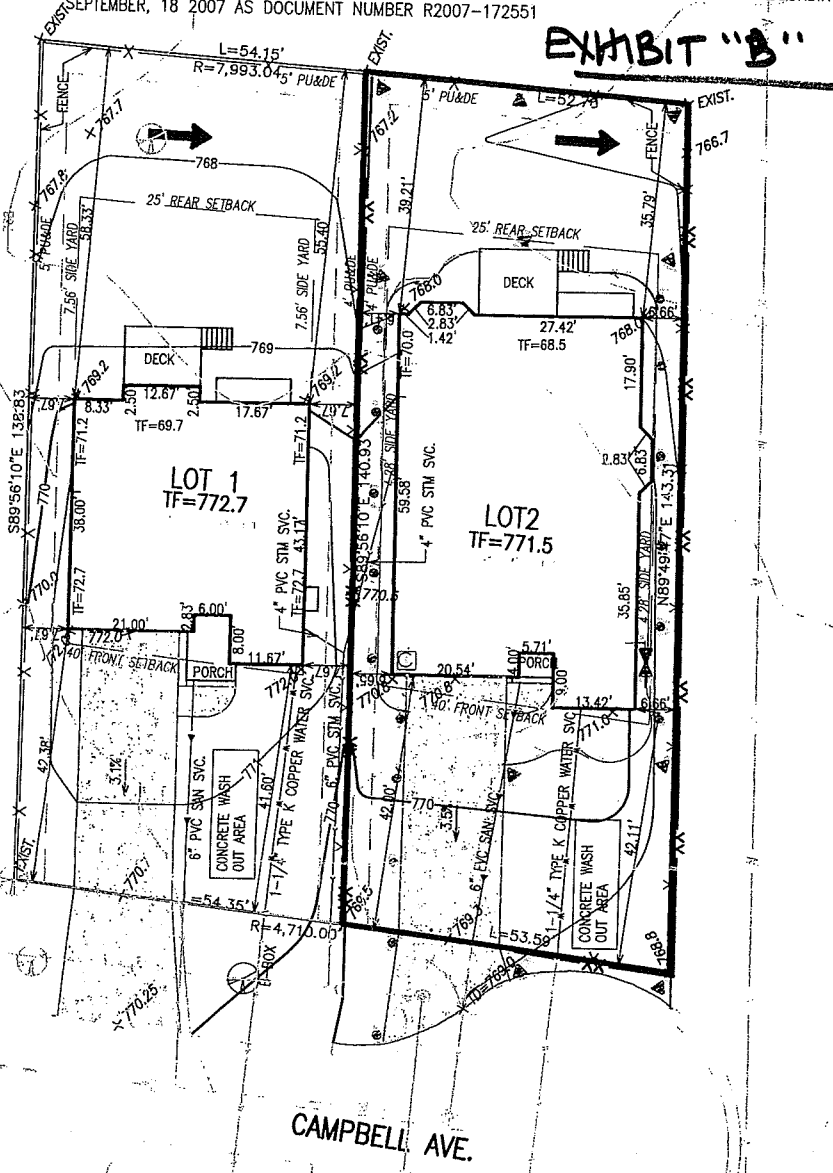
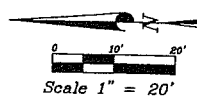
1345 Cambell AVE Wheaton, IL 60187  
address

P.I.N. 05-21-215-031

# PROPOSED SITE GRADING PLAN

LOT 2 IN THE FINAL PLAT OF RESUBDIVISION IN CAMPBELL AVENUE RESUBDIVISION II BEING A RESUBDIVISION OF LOTS 12 AND 13 OF GREEN VALLEY ADDITION TO WHEATON BEING A SUBDIVISION IN THE SOUTH HALF OF THE NORTH HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER, 18 2007 AS DOCUMENT NUMBER R2007-172551

## EXHIBIT "B"



- LEGEND**
- MIST HEAD
  - △ BORDER HEAD
  - TIMER
  - ▽ 1" PPE VALVE

LOWDEN AVE.

CAMPBELL AVE.

1345 CAMPBELL AVENUE

**NOTE:**  
THE SITE GRADING PLAN IS TAKEN FROM SUBDIVISION PLANS BY ERA, INC.  
THE CONTRACTORS EXCAVATING FOR THE FOUNDATION AND POURING FOUNDATION ARE RESPONSIBLE FOR VERIFYING THE FOUNDATION DIMENSIONS AND LAYOUT BEFORE STARTING CONSTRUCTION. THE FOUNDATION DIMENSIONS SHALL BE BASED OFF THE APPROVED ARCHITECTURAL PLANS, NOT THE PERMIT PLAT.

**Reference Benchmark (DUPAGE CO. DATUM)**

BM 1047, Standard DuPage County Maps & Plots bronze disk set on concrete base of green traffic light on the northwest corner of Schmale Road and St. Charles Road in Carol Stream.  
Elev = 786.33'

BM 1048, Standard DuPage County Maps & Plots bronze disk set on concrete base of yellow traffic light on the side of Gary Avenue on the north line extended of Cortes Road in Carol Stream.  
Elev = 786.65

- NOTES:**
- SEE ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS, STEP LOCATIONS, AND ALL SPECIAL FOUNDATION REQUIREMENTS.
  - SEE SITE LANDSCAPING PLANS FOR PARKWAY TREE LOCATIONS, SIZE, ETC.
  - ALL PUBLIC WALKS SHALL COMPLY WITH ADA REQUIREMENTS.
  - FOUNDATION PINNING IS RECOMMENDED.
  - SILT FENCE SHALL BE INSTALLED BEFORE CONSTRUCTION BEGINS AND MAINTAINED DURING THE PROJECT.
  - SIDE YARD SWALES MUST BE A MINIMUM ONE FOOT LOWER THAN WINDOW WELLS.
  - TRENCH BACKFILL FOR WATER AND SANITARY SERVICES SHALL BE COMPACTED.
  - TEMPORARY GRAVEL ACCESS DRIVE MUST BE INSTALLED PRIOR TO START ANY WORK.

LOT COVERAGE:  
IMPERVIOUS AREA = 3,350 S.F.  
LOT AREA = 7,512 S.F.  
LOT COVERAGE = 44.6%

REV: APRIL 24, 2012

I THAKOR P. PATEL, PROFESSIONAL ENGINEER IN THE STATE OF ILLINOIS, CERTIFY THAT THE DEVELOPMENT OF THE SUBJECT SITE IN ACCORDANCE WITH THE SITE GRADING PLAN WILL NOT INCREASE THE AMOUNT OR RATE OF RUN-OFF SO AS TO ADVERSELY AFFECT THE QUALITY OF SURFACE WATER DRAINING ONTO OTHER PROPERTIES AND WILL NOT DAMAGE OTHER PROPERTIES.

*Thakor P. Patel*  
APRIL 24, 2012  
ENGINEER  
THAKOR P. PATEL  
ILLINOIS REGISTRATION NO. 062-049673  
EXPIRES 11/30/2013



PROPOSED	DESCRIPTION
	STORM SEWER
	WATER MAIN
	SANITARY SEWER
	CONTOUR
	SPOT GRADE
	SANITARY MANHOLE
	STORM MANHOLE
	STORM INLET
	STORM CATCH BASIN
	FIRE HYDRANT
	B-BOX
	STREET LIGHT
	OVERHEAD DIRECTION CURB
	STRAW BALE PLACEMENT
	SILT FENCE
	PROPOSED DRIVEWAY TREE
	PUBLIC UTILITY & DRAINAGE EASEMENT
	LANDSCAPE EASEMENT
	TOP OF CURB
	TOP OF CURB, DEPRESSED
	GARAGE FLOOR ELEVATION



9575 W. Higgins Road, Suite 700,  
Rosemont, Illinois 60018  
Phone: (847) 696-4060 Fax: (847) 696-4065

JOB NO.	7084.002
ORDERED BY:	AIRHART CONSTRUCTION
DATE:	04APR12 DRAWN BY: TTP

