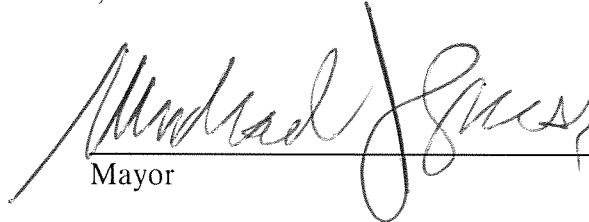


RESOLUTION R-65-15

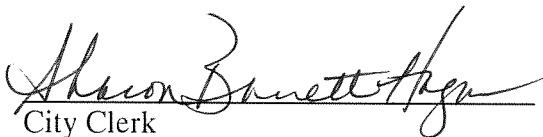
A RESOLUTION AUTHORIZING THE EXECUTION  
OF A CERTAIN CONSTRUCTION, USE, AND  
INDEMNIFICATION AGREEMENT  
(1702 East Prairie Avenue)

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 September 17, 2015, between the City of Wheaton and Lafayette and Susanne Ford of 1702 East Prairie Avenue, Wheaton, Illinois, attached hereto as Exhibit 1.

ADOPTED this 2<sup>nd</sup> day of November, 2015.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

Roll Call Vote

Ayes:	Councilman Rutledge Mayor Gresk Councilman Saline Councilman Scalzo Councilwoman Fitch Councilman Prendiville
Nays:	None
Absent:	Councilman Sues

Motion Carried Unanimously



BUILDING & CODE ENFORCEMENT  
2015

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

Street Name

THIS CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT, made and entered into this 17<sup>th</sup> day of September, 2015, among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and Lafayette Susanne Ford ("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, Lafayette Susanne Ford (hereinafter "Owner"), the owner of the premises located at 1702 Prairie 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.) Susanne Ford are the owners of property located at 1702 Prairie 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 E. Prairie Ave.

\_\_\_\_\_ 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.

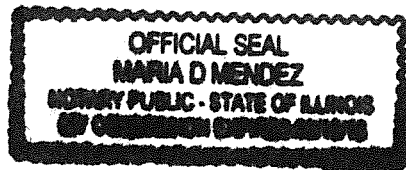
S. Ford  
Owner Susanne Ford

S. Ford per S.J.  
Owner Lafayette

Subscribed and sworn to before me this 17<sup>th</sup> day of September, 2015.

Maria D. Mendez Notary Public

(Notary Seal)



02/13/18

[Signature]  
Mayor, City of Wheaton

Attested by:  
Alison Barnett Hagen  
City Clerk

**EXHIBIT A**

Legal Description:

LOT 1 OF WOODS EDGE PHASE II RESUBDIVISION & ABRIGATION OF DRAINAGE  
EASEMENTS, BEING A RESUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 10,  
TOWNSHIP 39 NORTH, RANGE 19 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING  
TO THE PLAT THEREOF RECORDED OCTOBER 25, 2013 AS DOCUMENT NUMBER  
R2013-148292, IN DUPAGE COUNTY, ILLINOIS.

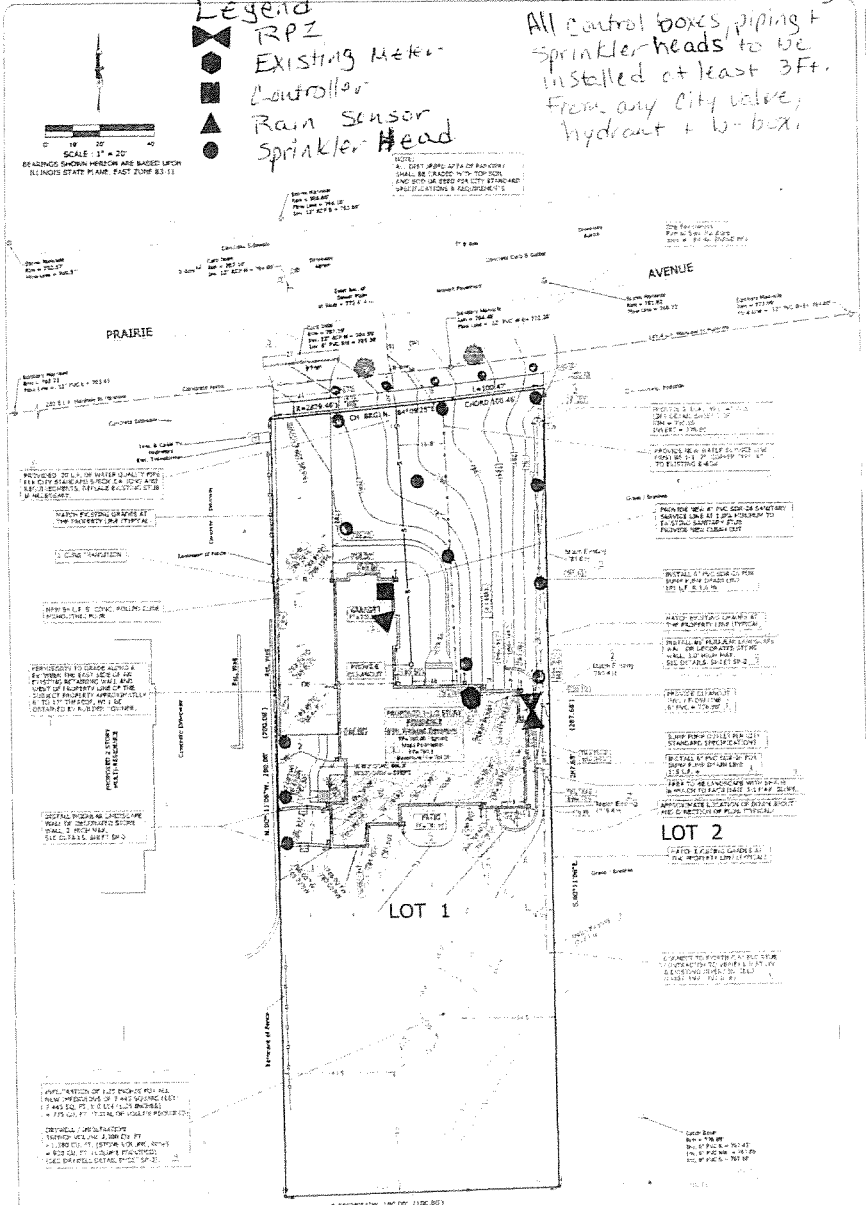
1702 E. Prairie Ave. Wheaton, IL 60187  
address

P.I.N. 05-10-317-055

10 GPM - Per Largest zone

**Legend**  
 RPZ  
 Existing Meter  
 Controller  
 Rain Sensor  
 Sprinkler Head

All control boxes, piping +  
 sprinkler heads to be  
 installed at least 3ft.  
 from any city valve,  
 hydrant + w-box.



**TOPOGRAPHICAL SURVEY & SITE GRADING PLAN**

**LEGAL DESCRIPTION**  
 LOT 1 OF WOODS EDGE PHASE II RESUBDIVISION & ASSOCIATION OF DRAINAGE EASEMENTS, BEING A RESUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 33 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 21, 2013 AS DOCUMENT NUMBER K0131-4672, IN DUPage COUNTY, ILLINOIS.

**LOCATION MAP**  
 A map showing the project location within a street grid, with 'SITE' marked with a star.

**LEGEND**  
 MAINTENANCE FOUND ON SET FOUND CUT FOUND ON SET FOUND ON SET  
 CATCH BASIN FOUND CUT CROSS FOUND ON SET FOUND ON SET  
 INLET FOUND ON SET FOUND ON SET FOUND ON SET  
 VALVE FOUND ON SET FOUND ON SET FOUND ON SET  
 PIPE HYDRANT FOUND ON SET FOUND ON SET FOUND ON SET  
 TRAFFIC SIGNAL FOUND ON SET FOUND ON SET FOUND ON SET  
 TELEPHONE FOUND ON SET FOUND ON SET FOUND ON SET  
 LIGHT FOUND ON SET FOUND ON SET FOUND ON SET  
 SIGN FOUND ON SET FOUND ON SET FOUND ON SET  
 MAIL BOX FOUND ON SET FOUND ON SET FOUND ON SET  
 FENCE FOUND ON SET FOUND ON SET FOUND ON SET  
 BUILDING FOUND ON SET FOUND ON SET FOUND ON SET  
 TOP OF CURB FOUND ON SET FOUND ON SET FOUND ON SET  
 BACK OF SIDEWALK FOUND ON SET FOUND ON SET FOUND ON SET  
 FINISHED FLOOR FOUND ON SET FOUND ON SET FOUND ON SET  
 TOP OF FOUNDATION FOUND ON SET FOUND ON SET FOUND ON SET  
 GARAGE FINISHED FLOOR FOUND ON SET FOUND ON SET FOUND ON SET  
 TOP OF WALL FOUND ON SET FOUND ON SET FOUND ON SET  
 HIGH POINT FOUND ON SET FOUND ON SET FOUND ON SET  
 DRAINAGE OVERFLOW RATIO

**SURVEY NOTES**  
 THE SURVEYOR EXPRESS NO OPINION AS TO THE ACCURACY OF THE UNDERGROUND UTILITIES WHICH ARE SHOWN ON THIS SURFACE. IT IS RECOMMENDED THAT THE APPROPRIATE GOVERNMENTAL AGENCY, MUNICIPALITY AND / OR UTILITY COMPANY BE CONTACTED FOR VERIFICATION.  
 PREPARATION FRAMES (UNDER NUMBERS) FOR THE PROPERTY DESCRIBED HEREON ARE 05-10-317-023 AND HALF OF 05-10-317-034.  
 EASEMENT AND SETBACK LINE SHOWN HEREON ARE BASED ON THE RECORDED SUBDIVISION PLAT UNLESS OTHERWISE NOTED.  
 BUILDING DIMENSIONS AND TIES ARE TO THE SIDING DIMENSIONS OF BARRA CONTROLS.  
 THE PROPERTY DESCRIBED HEREON CONTAINS 24,330 S.F. (0.56 ACRES).  
 THE FLOODED INSURANCE RATE MAP SHOWS THE PROPERTY DESCRIBED HEREON AS BEING IN FLOOD ZONE 'X' ACCORDING TO COMMUNITY FLOOD MAP NO. 17022J 5000 IN CITY OF WHEATON, ILLINOIS. THE PROPERTY DESCRIBED HEREON IS NOT IN A FLOOD ZONE 'X' AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.  
 A COPY OF THIS REPORT HAS NOT BEEN PROVIDED TO THE CITY OF WHEATON, ILLINOIS. THEREFORE, THE CITY OF WHEATON, ILLINOIS, IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS REPORT. A SEPARATE REPORT HAS BEEN PROVIDED TO THE CITY OF WHEATON, ILLINOIS.

**SURVEYOR CERTIFICATE**  
 STATE OF ILLINOIS  
 COUNTY OF KENDALL  
 I, STACY J. PURGATOR, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON, BEING COMPLETE IN THE FIELD ON 10/14/2013, IS A CORRECT REPRESENTATION OF A SURVEY PREPARED BY AND UNDER MY SUPERVISION.  
 THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING SURVEYS SET FORTH BY ILLINOIS STATE LAW.  
 I ALSO CERTIFY THAT THE REPRODUCED DIMENSIONS HAVE BEEN PROVIDED AS TO NOT DISPLACE ANY EXISTING OR STANDING WATER, OR NOT CHANGE THE CHARACTER OF SURFACE WATER, OR IN ANY MANNER AFFECT THE CHARACTER OF SURFACE WATER TO, OR FROM, THE SITE AND ADJACENT PROPERTIES.  
 ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.  
 GIVEN UNDER MY HAND AND SEAL THIS 6TH DAY OF JUNE, A.D. 2014.  
 Stacy J. Purgator  
 STATE OF ILLINOIS  
 COUNTY OF KENDALL  
 LICENSE NUMBER 10110  
 LICENSE EXPIRES 12/31/17

**SEDIMENTATION AND EROSION CONTROL NOTES**  
 A. ALL EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE PRECEDENTS AND STANDARDS FOR URBAN SOIL PROTECTION AND SEDIMENTATION CONTROL AND THE DUPage COUNTY STORMWATER MANAGEMENT COMMISSION'S TECHNICAL REFERENCE MANUAL.  
 B. SOIL DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. SOIL STABILIZATION FEATURES SHALL CONSIDER THE TYPE OF VEGETATION, AND THE USE OF TEMPORARY OR PERMANENT MEASURES.  
 C. SOIL EROSION AND SEDIMENT CONTROL FEATURES SHALL BE CONSTRUCTED PRIOR TO THE COMMENCEMENT OF UPLAND DISTURBANCE.  
 D. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DISTURBED AREAS WITHIN 14 CALENDAR DAYS OF THE END OF ACTIVE WORK FOR DISTURBANCE. PERMANENT STABILIZATION SHALL BE DONE WITHIN 14 DAYS AFTER COMPLETION OF THE FINAL GRADING OF THE SOIL.  
 E. ALL STORM WATER FACILITIES THAT ARE OR WILL BE FUNCTIONING DURING THE CONSTRUCTION SHALL BE PROTECTED, FILTERED, OR OTHERWISE TREATED TO REMOVE SEDIMENT.  
 F. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ADVISED OR AFTER TEMPORARY MEASURES ARE NO LONGER NEEDED. TRAPPED SEDIMENT AND OTHER OCCURRED SOIL AREA SHALL BE PERMANENTLY STABILIZED.  
 G. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NECESSARY. THE OWNER SHALL BE RESPONSIBLE FOR INSPECTION AND REPAIR DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION CONTROL AS REQUIRED AFTER THE CONTRACTOR HAS COMPLETED THE PROJECT.  
 H. THE EROSION CONTROL MEASURES INDICATED ON PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE ENGINEER OR ADVISING AGENCY.

**PROPOSED**

HOUSE W/ ATTACHED GARAGE (FOOTING)	4,120.0 SQ. FT.
DRIVEWAY AND CONCRETED CURB	2,413.0 SQ. FT.
CONCRETE WALK, STOOP & PATIO	850.0 SQ. FT.
WALL & STEPS	52.6 SQ. FT.
<b>TOTAL IMPERVIOUS</b>	<b>7,445.0 SQ. FT.</b>

LOT AREA 26,305.07 SQ. FT.  
 TOTAL PROPOSED IMPERVIOUS 7,445 SQ. FT. = 28% OF LOT AREA

- GENERAL NOTES:**
- THE CONTRACTOR TO CALL 311 OR 312 PRIOR TO COMMENCING CONSTRUCTION.
  - ALL WORK SHALL BE CONFORM WITH CITY STANDARD SPECIFICATIONS AND ORDINANCES.
  - ANY EXISTING PORTIONS OF THE PUBLIC STREETS PAVEMENT SHALL BE RESTORED TO MATCH EXISTING OR APPROVED BY THE CITY ENGINEER.
  - ALL EXISTING PORTIONS OF THE PUBLIC RIGHT-OF-WAY WILL BE RESTORED WITHIN 6" OF FINISHED SURFACE, SOIL AND WATERED AS REQUIRED TO SUSTAIN GROWTH.
  - ALL CURB, CURB AND DRIVEWAYS, TRUCKS OR DEBRIS ON THE STREET PAVEMENT SHALL BE REMOVED AT THE END OF EACH WORK DAY.
  - THE TOP OF EACH WINDOW SILL SHALL BE A MINIMUM SIX INCHES (6") ABOVE ADJACENT GROUND ELEVATIONS.
  - ALL DOWN SPOUTS MUST BE DIRECTED TO THE BACK AND FRONT OF PROPERTY OR AS SHOWN ON PLAN. REWORKING SHALL BE REQUIRED.
  - WATER MAINS, OR OTHER UTILITIES DISCOVERED FROM THE SITE AS PART OF CONSTRUCTION SHALL BE REPORTED TO THE CITY ENGINEER.
  - ALL CURB, CURB AND DRIVEWAYS, TRUCKS OR DEBRIS ON THE STREET PAVEMENT SHALL BE REMOVED AT THE END OF EACH WORK DAY.
  - THE SOIL FENCE SHOULD BE CONSTRUCTED OUTSIDE THE CHAIN LINK FENCE AND BOTH MUST REMAIN IN PLACE UNTIL FINAL GRADING OF THE SITE.
  - A TEMPORARY GRAVEL ACCESS DRIVE MUST BE INSTALLED PRIOR TO EXCAVATION.
  - ALL EXISTING SIDEWALKS MUST BE REMOVED AND REPLACED PRIOR TO ISSUING AN OCCUPANCY PERMIT FOR NEW CONSTRUCTION.
  - CONTRACTOR TO INSTALL EXPANDED BEDDING TO WITHIN 4" OF FINISHED GRADE IN AREAS WHERE STORM FOUNDATION RESULTS IN EXPOSED CONCRETE.
  - WATER TO ADJACENT AREAS IS A USE FOR BUILDING FOUNDATION, DETENTION AND PERMEABLE.
  - UTILITY DISCONNECT NOTE:  
 1. EXISTING SANITARY AND WATER SERVICES SHALL BE REMOVED AND PROPERLY CAPPED AT THEIR RESPECTIVE MAINS.  
 2. CONTRACTOR TO VERIFY WATER SERVICE LINE IS 1/2" SERVICE LINE MUST BE 1-1/2" COMPARTMENT OF EXISTING SERVICE LINE MUST BE DISCONNECTED AT MAIN, AND NEW SERVICE TO BE CONSTRUCTED TO MAIN.

**BENCHMARK INFORMATION**  
 SOURCE: BENCHMARK  
 DUPage COUNTY BENCHMARK STATION #15888  
 PRO: INCH  
 LOCATION: DUPage  
 TYPING: METRIC  
 EASTING: 15888  
 NORTHING: 15888  
 STATION IS LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST HARRISON AVENUE AND PRESIDENT STREET. STATION IS 20 FEET SOUTH OF THE CENTERLINE OF PRESIDENT STREET AND 10 FEET SOUTH OF THE CENTERLINE OF EAST HARRISON AVENUE. TO BE SET IN THE WEST FACE OF A 12 INCH DIAMETER CONCRETE LIGHT WELL BASE, IMBEDDED IN 2.5 FEET ABOVE STREET SURFACE.  
 ELEVATION = 774.911 FEET (DNVD 85)

PREPARED BY: **AS4 CONSULTANTS, INC.**  
 401 East 7th Street, Suite 100, Wheaton, IL 60187  
 Tel: (630) 273-2500 Fax: (630) 273-2000  
 advanced@advco.com Professional Design Firm #184-00601-4 e/c 4/26/2013

**Magnolia Custom Homes**  
 20 DuPage Square West, Suite 209, Wheaton, IL 60187

NO.	DATE	REVISION
1	10/14/2013	FINAL SURVEY COMPLETE
2	11/18/2013	FINAL SITE PLANS COMPLETE
3	1/21/2014	NOISE ABATEMENT CONSIDERATIONS PER CITY PERMITTED DATED 11/27/2013
4	3/25/2014	NOISE ABATEMENT CONSIDERATIONS PER CITY PERMITTED DATED 2/24/2014
5	3/25/2014	MISCELLANEOUS CONSIDERATIONS PER CITY PERMITTED DATED 3/20/2014
6	3/28/2014	NOISE ABATEMENT CONSIDERATIONS PER CITY PERMITTED DATED 3/20/2014
7	6/10/2014	REQUIRED TOP OF FOUNDATION TO MATCH AS-BUILT PER CLIENT

PROJECT NO. 7270011  
 SITE DESIGNATION INFORMATION: 1702 Prairie Avenue, Wheaton, IL 60187  
 DRAWN BY: PS CHECKED BY: SJP  
 SITE PLAN SP-1

