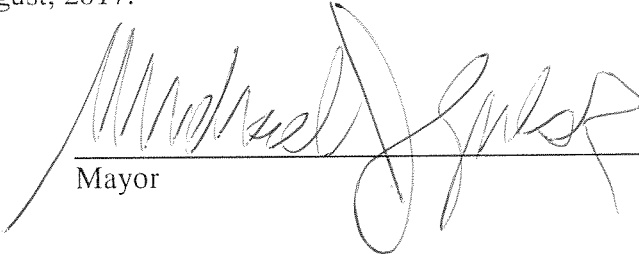


RESOLUTION R-79-17

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

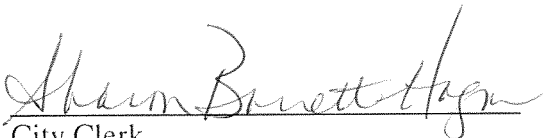
BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to sign and the City Clerk is directed to attest to the Construction, Use and Indemnification Agreement dated July 20, 2017, between the City of Wheaton and Daniel and Micah Lindquist of 603 East Forest Avenue, Wheaton, Illinois, attached hereto as Exhibit 1.

ADOPTED this 21st day of August, 2017.



Mayor

ATTEST:



City Clerk

Roll Call Vote

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

Motion Carried Unanimously

CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT
RIGHT-OF-WAY (EAST FOREST AVE)
Street Name

THIS CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT, made and entered into this 20TH day of JULY, 2017, among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and Daniel MICAH Lindquist ("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, Daniel MICAH Lindquist (hereinafter "Owner"), the owner of the premises located at 603 E Forest 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.

Daniel MICAH Lindquist
2.) Lindquist are the owners of property located at 603 E Forest 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 603 E. Forest 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 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.

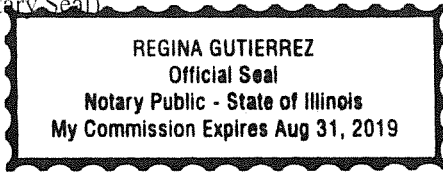
Maria C. [Signature]
Owner

[Signature]
Owner

Subscribed and sworn to before me this 20 day of July, 2017.

Regina Gutierrez Notary Public

(Notary Seal)



[Signature]
Mayor, City of Wheaton

Attested by:
[Signature]
City Clerk

EXHIBIT A

Legal Description:

LOT 94 IN THE RESUBDIVISION OF THE WHEATON MANOR ADDITION
TO THE CITY OF WHEATON BEING A SUBDIVISION IN THE SOUTHEAST
QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9 RANGE 10 EAST
OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF
SAID RESUBDIVISION RECORDED MAY 7 1924 AS DOCUMENT
177391 IN DUPAGE COUNTY ILLINOIS

603 E FOREST AVE Wheaton, IL 60187
address

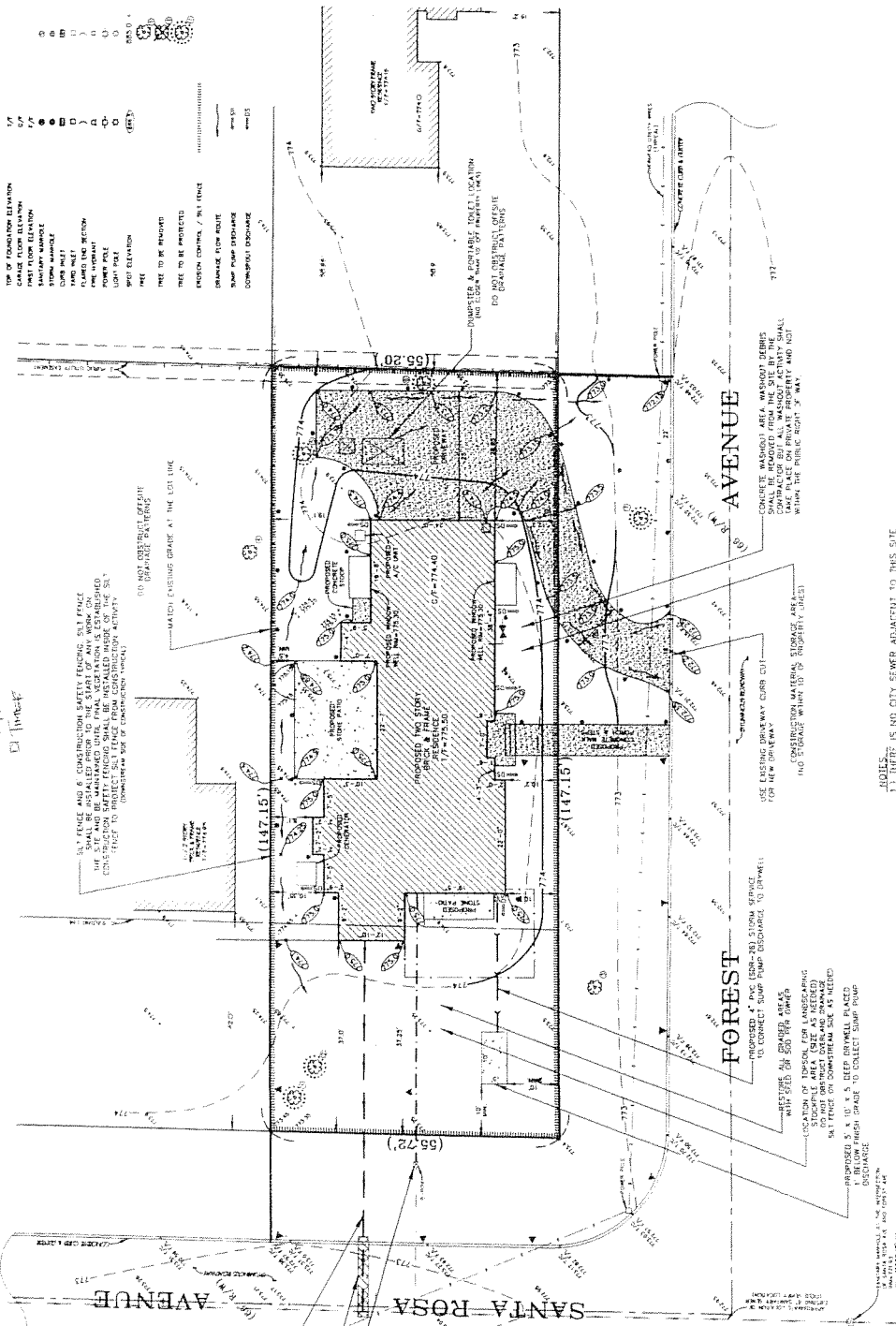
P.I.N. 0509411012

SITE RESTORATION/GRADING PLAN

TOPOGRAPHIC & GRADING PLAN LEGEND:

SYMBOL	DESCRIPTION
(Symbol)	PROPOSED CURB
(Symbol)	EXISTING CURB
(Symbol)	PROPOSED DRIVEWAY
(Symbol)	EXISTING DRIVEWAY
(Symbol)	PROPOSED SIDEWALK
(Symbol)	EXISTING SIDEWALK
(Symbol)	PROPOSED PAVED AREA
(Symbol)	EXISTING PAVED AREA
(Symbol)	PROPOSED GRASS
(Symbol)	EXISTING GRASS
(Symbol)	PROPOSED TREES
(Symbol)	EXISTING TREES
(Symbol)	PROPOSED BENCH MARK
(Symbol)	EXISTING BENCH MARK
(Symbol)	PROPOSED ELEVATION
(Symbol)	EXISTING ELEVATION
(Symbol)	PROPOSED UTILITY
(Symbol)	EXISTING UTILITY

NOTE:
 LATEST DATE: 12/15/2011
 SCALE: 1" = 20' (PER AREA)



FOR INFORMATION: THE CITY ENGINEER HAS REVIEWED THIS PLAN AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S REQUIREMENTS. THIS PLAN IS SUBJECT TO THE CITY ENGINEER'S REVIEW AND APPROVAL.

CONNECTION NEW WATER SERVICE TO EXISTING B-BOX IN PARKWAY...
 1" AT TYPE A TIEABLE COPPER PIPE FIELD BERRY LOCATION...
 AND CONNECTION FOR MATERIALS AND INSTALLATION...
 (QUESTIONS TO CONSULT: SERVICE WITH SERVICE CENTER)

GENERAL CONSTRUCTION NOTES:

- 1) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S REQUIREMENTS.
- 2) CONSTRUCTION VEHICLES SHALL BE LIMITED TO THE NORTH SIDE OF FOREST AVENUE ONLY.
- 3) ALL TIES ON THE SITE EXCEPT THOSE SHOWN TO BE EXISTING SHALL BE PROTECTED.
- 4) ALL ACCESS TO AND FROM THE SITE BY CONSTRUCTION VEHICLES SHALL BE BY THE CONCRETE DRIVEWAY.
- 5) ALL CONSTRUCTION SHALL BE COMPLETED BY 06:00 A.M. ON THE DAY AFTER THE PERMIT EXPIRES.
- 6) THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY ENGINEER AND THE SANITARY ENGINEER PRIOR TO THE START OF CONSTRUCTION.
- 7) THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY ENGINEER AND THE SANITARY ENGINEER PRIOR TO THE START OF CONSTRUCTION.
- 8) ALL CONSTRUCTION SHALL BE COMPLETED BY 06:00 A.M. ON THE DAY AFTER THE PERMIT EXPIRES.
- 9) THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES (WATER, SEWER, GAS, ELECTRICITY) AT ALL TIMES.
- 10) A COPY OF THE CITY APPROVED SHADING PLAN AND SPECIFICATIONS AND OTHER AGREEMENTS SHALL BE KEPT ON THE JOB SITE THROUGHOUT CONSTRUCTION. PROTECTION SHALL BE KEPT ON THE JOB SITE THROUGHOUT CONSTRUCTION.
- 11) BEFORE CONSTRUCTION BEGINS, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY ENGINEER AND THE SANITARY ENGINEER PRIOR TO THE START OF CONSTRUCTION.
- 12) THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES (WATER, SEWER, GAS, ELECTRICITY) AT ALL TIMES.
- 13) THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES (WATER, SEWER, GAS, ELECTRICITY) AT ALL TIMES.
- 14) ALL CONSTRUCTION SHALL BE COMPLETED BY 06:00 A.M. ON THE DAY AFTER THE PERMIT EXPIRES.
- 15) THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES (WATER, SEWER, GAS, ELECTRICITY) AT ALL TIMES.

UTILITY SERVICE NOTES:

- 1) WATER SERVICE SHALL BE 12" DUCTILE IRON PIPE.
- 2) SANITARY SEWER SERVICE SHALL BE 12" DUCTILE IRON PIPE WITH 12" RAINFALL CURB INLET.
- 3) MESSAGE BOARD AREA SHALL BE LOCATED AT THE INTERSECTION OF FOREST AVENUE AND BERRY DRIVE.
- 4) UTILITIES AND SERVICE NOTES.

GRADING NOTES:

- 1) MATCH LAYOUTS BOUNDS AT THE MESSAGE BOARD.
- 2) MATCH CONTOURS AND SHADINGS THROUGHOUT THE AREA AND (EIGHT) THRU DRIVEWAYS.
- 3) THE EXISTING DRAINAGE CHARACTERISTICS OF THE SITE SHALL REMAIN UNDISTURBED UNLESS OTHERWISE SHOWN.
- 4) ALL EXISTING MATERIAL SHALL BE REMOVED FROM THE SITE AT THE TIME OF RECLAIMMENT.
- 5) ONLY THAT MATERIAL NEEDED FOR FOUNDATION BATTERS AND FILL GRADING SHALL BE STORED ON SITE.
- 6) ALL MATERIAL TO BE STORED ON THE PERMITS SHALL BE COVERED BY THE CITY ENGINEER.
- 7) ALL CONSTRUCTION SHALL BE COMPLETED BY 06:00 A.M. ON THE DAY AFTER THE PERMIT EXPIRES.

INTERLUDES AREA TABLE

NO.	DESCRIPTION	AREA (SQ FT)
1	INTERLUDE AREA	1,234,567
2	INTERLUDE AREA	1,234,567
3	INTERLUDE AREA	1,234,567
4	INTERLUDE AREA	1,234,567
5	INTERLUDE AREA	1,234,567
6	INTERLUDE AREA	1,234,567
7	INTERLUDE AREA	1,234,567
8	INTERLUDE AREA	1,234,567
9	INTERLUDE AREA	1,234,567
10	INTERLUDE AREA	1,234,567
11	INTERLUDE AREA	1,234,567
12	INTERLUDE AREA	1,234,567
13	INTERLUDE AREA	1,234,567
14	INTERLUDE AREA	1,234,567
15	INTERLUDE AREA	1,234,567
16	INTERLUDE AREA	1,234,567
17	INTERLUDE AREA	1,234,567
18	INTERLUDE AREA	1,234,567
19	INTERLUDE AREA	1,234,567
20	INTERLUDE AREA	1,234,567
21	INTERLUDE AREA	1,234,567
22	INTERLUDE AREA	1,234,567
23	INTERLUDE AREA	1,234,567
24	INTERLUDE AREA	1,234,567
25	INTERLUDE AREA	1,234,567
26	INTERLUDE AREA	1,234,567
27	INTERLUDE AREA	1,234,567
28	INTERLUDE AREA	1,234,567
29	INTERLUDE AREA	1,234,567
30	INTERLUDE AREA	1,234,567

ENGINEER'S CERTIFICATE:
 I, THE UNDERSIGNED, A PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE FACTS AND CONDITIONS AS THEY EXIST AT THE TIME OF THE SURVEY AND GRADING.

DATE: 01/15/2012
BY: [Signature]
TITLE: PROFESSIONAL ENGINEER
NO.: 01500
EXPIRES: 12/31/2015

CLIENT INFORMATION:

CLIENT NAME:	CARRADUS LAND SURVEY, INC.
CLIENT ADDRESS:	1000 E. BERRY DRIVE, SUITE 100, SAN ANTONIO, TEXAS 78215
CLIENT PHONE:	(214) 343-1234
CLIENT FAX:	(214) 343-1234
CLIENT E-MAIL:	info@carradus.com

CONTRACT INFORMATION:

PROJECT NAME: [Blank]
 PROJECT NO: [Blank]
 DRAWING NO: [Blank]
 SHEET NO: [Blank] OF [Blank]

NOTES:

- 1) THERE IS NO CITY SEWER ADJACENT TO THIS SITE.
- 2) ALL GRADING SHALL BE TO THE FINISHED GRADE SHOWN ON THIS PLAN.
- 3) THE CITY RECOMMENDS FOLLOWING FEMA BULLETIN 10-01 PROCEDURES DURING CONSTRUCTION FOR FLOOD PROTECTION.

CARRADUS LAND SURVEY, INC. PROFESSIONAL DESIGN FIRM AND ENGINEERING FIRM LICENSE NO. 01500-001-411-012
 11400 BARBERRY DRIVE, SUITE 100, SAN ANTONIO, TEXAS 78215
 TEL: (214) 343-1234 FAX: (214) 343-1234
 WWW.CARRADUS.COM

