

RESOLUTION R-2018-67

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CERTAIN CONSTRUCTION, USE, AND
INDEMNIFICATION AGREEMENT
(1095 Northridge Court)**

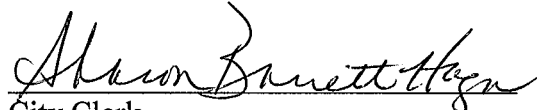
BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to sign, and the City Clerk is directed to attest to the Construction, Use and Indemnification Agreement dated May 11, 2018, between the City of Wheaton and Greg and Carolyn Gallmann of 1095 Northridge Court, Wheaton, Illinois, attached hereto as Exhibit 1.

ADOPTED this 16th day of July 2018.



Mayor

ATTEST:



City Clerk

Roll Call Vote

Ayes: Councilman Rutledge
Councilman Scalzo
Councilman Sues
Councilman Barbier
Councilwoman Fitch
Mayor Gresk

Nays: None
Absent: Councilman Prendiville

Motion Carried Unanimously



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201801005
Salmon & Sons
Lawn Irrigation System

CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT
RIGHT-OF-WAY (Northridge Ct.)
Street Name

THIS CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT, made and entered into this 11th day of MAY, 2018, among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and Greg & CAROLYN ("Owner").

GALLMANN
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, CAROLYN GALLMANN GREG GALLMANN (hereinafter "Owner"), the owner of the premises located at 1095 Northridge Ct., 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.) GREG & CAROLYN GALLMANN are the owners of property located at 1095 Northridge Ct. 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 adjacent to 1095 Northridge 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.

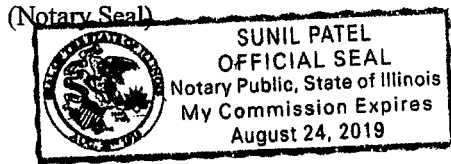
IN WITNESS WHEREOF, the Corporate authorities and the Owners have hereunto set their hands and seals, and have caused this instrument to be executed by their duly authorized officials and the Corporate seal attached here all on the date and year first above written.

Lisay Helmann
Owner

Carolyn Ballan
Owner

Subscribed and sworn to before me this 9th day of July, 2018.

[Signature]
Notary Public



[Signature]
Mayor, City of Wheaton

Attested by:
[Signature]
City Clerk



EXHIBIT A

Legal Description:

OF
LOT 8, IN NORTHRIDGE ESTATES RESUBDIVISION, PART OF SECTION 8, TOWNSHIP 39
NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED AUGUST 14, 2015 AS DOCUMENT NUMBER R2015-090750, IN DUPAGE COUNTY, ILLINOIS.

1095 Northridge Wheaton, IL 60187
address Lot

P.I.N. 05-08-116-040

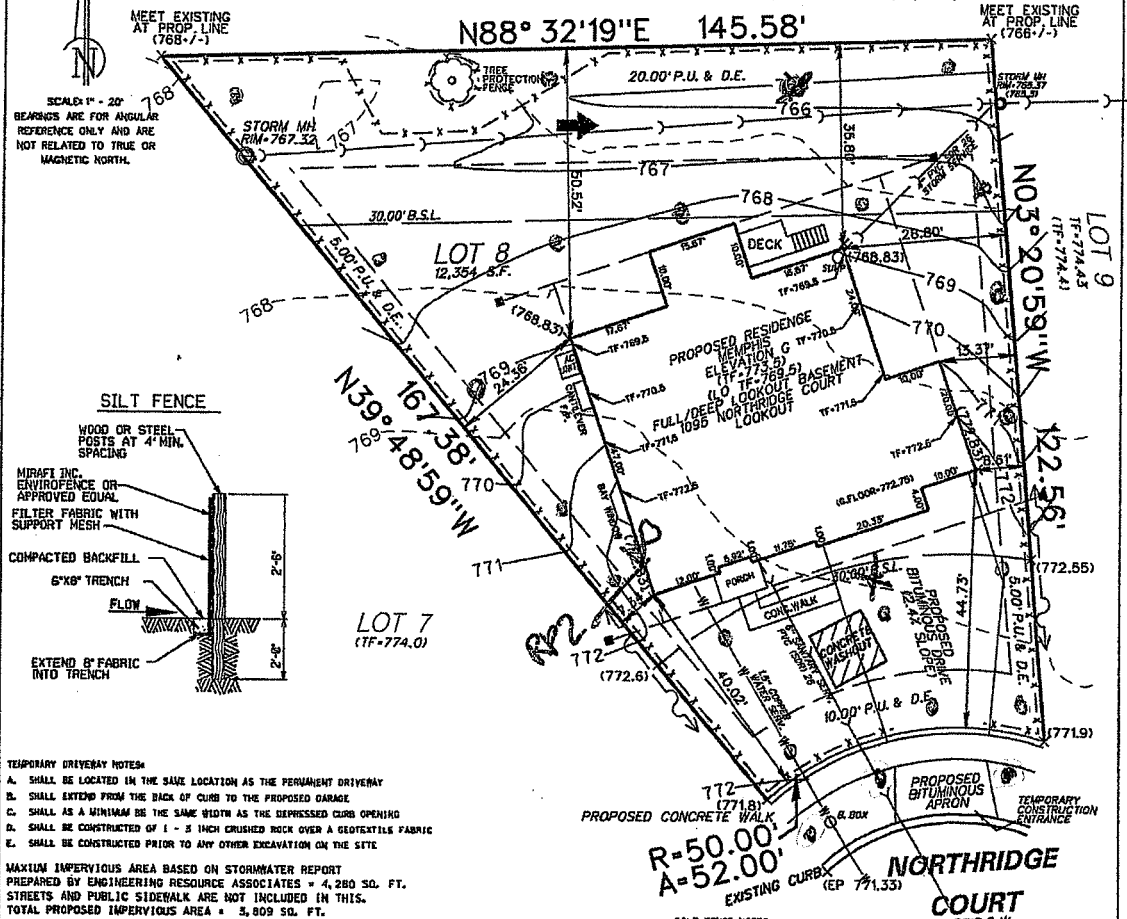


EXHIBIT B

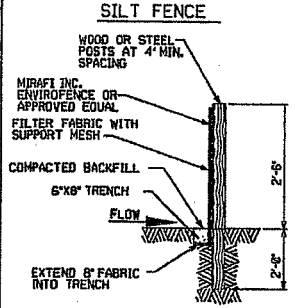
PLAT OF SURVEY

"PERMIT PLAT"

LOT 8, IN NORTHTRIDGE ESTATES RESUBDIVISION, PART OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 2015 AS DOCUMENT NUMBER R2015-090750, IN DUPAGE COUNTY, ILLINOIS.



SCALE: 1" = 20'
BEARINGS ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.



TEMPORARY DRIVEWAY NOTES:

- SHALL BE LOCATED IN THE SAME LOCATION AS THE PERMANENT DRIVEWAY
- SHALL EXTEND FROM THE BACK OF CURB TO THE PROPOSED DRIVEWAY
- SHALL AS A MINIMUM BE THE SAME WIDTH AS THE DEPRESSIONED CURB OPENING
- SHALL BE CONSTRUCTED OF 1 - 3 INCH CRUSHED ROCK OVER A GEOTEXTILE FABRIC
- SHALL BE CONSTRUCTED PRIOR TO ANY OTHER EXCAVATION ON THE SITE

MAXIMUM IMPERVIOUS AREA BASED ON STORMWATER REPORT PREPARED BY ENGINEERING RESOURCE ASSOCIATES = 4,280 SQ. FT. STREETS AND PUBLIC SIDEWALK ARE NOT INCLUDED IN THIS.

TOTAL PROPOSED IMPERVIOUS AREA = 5,809 SQ. FT.

LEGEND

- IRON PIPE SET
- 10' OFFSET STAKE TO BE SET
- 680 --- PROPOSED CONTOUR
- - - 680 - - - EXISTING CONTOUR (BEFORE MASS GRADING)
- x - x - SILT FENCE
- EX XX.X EXISTING GRADE ELEVATION
- (XX.X) PROPOSED GRADE ELEVATION
- (TF XX.X) PROPOSED TOP OF FOUNDATION
- DRAINAGE DIRECTION
- OVERLAND FLOW ROUTE
- U.&D.E. - UTILITY & DRAINAGE EASEMENT
- B.S.L. - BUILDING SETBACK LINE
- DECIDUOUS TREE

CLIENTS:
K. HOVNANIAN HOMES
1804 MAPER BLVD.
NAPERVILLE, IL 60565

NOTE: THE PROPOSED PLAN PROVIDED BY THOMSON SURVEYING LTD. IS FOR THE PURPOSE OF OBTAINING A BUILDING PERMIT. THE CONTRACTORS EXCAVATING FOR THE FOUNDATION AND POURING AND FINISHING 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.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

WE, THOMSON SURVEYING, LIMITED, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-002768, DO HEREBY DECLARE THAT THE PLAT SHOWN HEREON IS A CORRECT REPRESENTATION OF A SITE AND STAKING PLAN PREPARED AT AND UNDER MY DIRECTION. GIVEN UNDER MY HAND AND SEAL THIS 9th DAY OF FEBRUARY A.D., 2017 AT ROSEMONT, ILLINOIS.

Walter J. Lutz
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
WALTER J. LUTZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3576
MY LICENSE EXPIRES NOVEMBER 30, 2018
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2017



- SILT FENCE NOTES:**
- THE SILT FENCE SHALL MEET THE REQUIREMENTS OF AASHTO 288-00
 - THE SILT FENCE SHALL BE WIRE-BACKED
 - THE SUPPORT POSTS SHALL HAVE A MAXIMUM SPACING OF 4.0 FEET
- INLET PROTECTION NOTES:**
- A "STAIN-ALL" INLET BASKET SHALL BE INSTALLED BENEATH THE GRATE ON EACH MANHOLE
 - EACH MANHOLE SHALL BE ENCLOSED WITHIN A SILT-FENCE FILTER BOX WHICH IS NOT LESS THAN 5.0' BY 5.0' IN SIZE.

DISCLAIMER:
THOMSON SURVEYING LTD. (TSL) SHALL BE LIABLE FOR FOUNDATION SETTLEMENT ONLY IN ANY AND ALL ENGINEERING FROM APPROVED ENGINEERING PLANS. INFORMATION SHOWN ON OTHER PLANS OR INFORMATION PROVIDED BY THE CLIENTS IS NOT MADE A WARRANTY OF THE ACCURACY OR RELIABILITY OF THE INFORMATION PROVIDED BY THE CLIENTS. ZERO RESPONSIBILITY FOR SAID ENGINEER'S INFORMATION.

NO GRADES HAVE CHANGED FROM THE APPROVED ENGINEERING PLANS PREPARED BY ENGINEERING RESOURCE ASSOCIATES.

- SURVEYORS NOTES:**
- THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
 - BUILDING DIMENSIONS AND TIES SHOWN HEREON ARE MEASURED FROM OUTSIDE FACE OF CONCRETE FOUNDATION.
 - AT THE CLIENT'S REQUEST THE PROPERTY CORNERS HAVE NOT BEEN STAKED AT THIS TIME.

- GENERAL NOTES:**
- ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
 - ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISIONS ARE SHOWN HEREON. REFER TO THE RECORDED TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
 - COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA OF THIS SURVEY AT THIS DATE.
 - NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
 - ELEVATIONS BASED ON CHISEL SQUARE AT THE NORTHEAST CORNER OF HEADWALL OF BOX CULVERT (RUNS UNDER RT. 471 AT NORTHTRIDGE ELEVATION=680.57 (NOV 29)



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FAX: (847) 318-9792
wlutz@thamsonltd.com

Thomson Surveying Ltd.
PROJECT NO. 5182HB DATE: 1-11-17
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7.0 gpm largest zone



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14

