

RESOLUTION R-2020-65

A RESOLUTION AUTHORIZING THE EXECUTION  
OF A CERTAIN CONSTRUCTION, USE, AND  
INDEMNIFICATION AGREEMENT  
(1080 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 August 4<sup>th</sup> 2020, between the City of Wheaton and Jeffery D Muntz and Sarah M Muntz for 1080 Northridge Court, Wheaton, Illinois, attached hereto as Exhibit 1.

**ADOPTED** this 8<sup>th</sup> day of September 2020.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

Roll Call Vote

Ayes: Councilwoman Bray-Parker  
Councilwoman Fitch  
Mayor Suess  
Councilwoman Robbins  
Councilman Rutledge  
Councilman Zaruba  
Councilman Barbier

Nays: None

Absent: None

Motion Carried Unanimously



RECEIVED

Lawn Irrigation System

AUG 10 2020

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

**BUILDING & CODE ENFORCEMENT**

THIS CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT, made and entered into this 10<sup>th</sup> day of August, 2020, among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and Jeffrey D. Muntz + Sarah M. Muntz ("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, Jeffrey D. Muntz and Sarah M. Muntz (hereinafter "Owner"), the owner of the premises located at 1080 Northridge Court, 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.) Jeffrey D. Muntz and Sarah M. Muntz are the owners of property located at 1080 Northridge Court, 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 only that portion of the right-of-way specifically depicted and identified on Exhibit B which is attached hereto and incorporated herein as fully set forth as for construction, maintenance and use of a lawn irrigation system conforming to all applicable ordinances of the City and this Agreement. The 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 the 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.

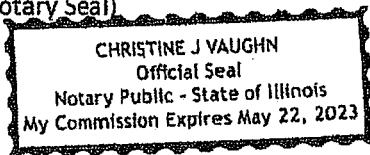
[Signature]  
Owner

[Signature]  
Owner

Subscribed and sworn to before me this 4<sup>th</sup> day of August, 2020.

[Signature] Notary Public

(Notary Seal)



[Signature]  
Mayor, City of Wheaton

Attested by:

[Signature]  
City Clerk

EXHIBIT A

Legal Description:

LOT 4, 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.

1080 Northridge Ct. Wheaton, IL 6018  
Street Name

P.I.N. 05-08-116-049

EXHIBIT B

# PLAT OF SURVEY

OF  
 LOT 4, IN NORTHTRIDGE ESTATES RESUBDIVISION, PART OF SECTION 8, TOWNSHIP 39  
 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF  
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AUG 10 2020



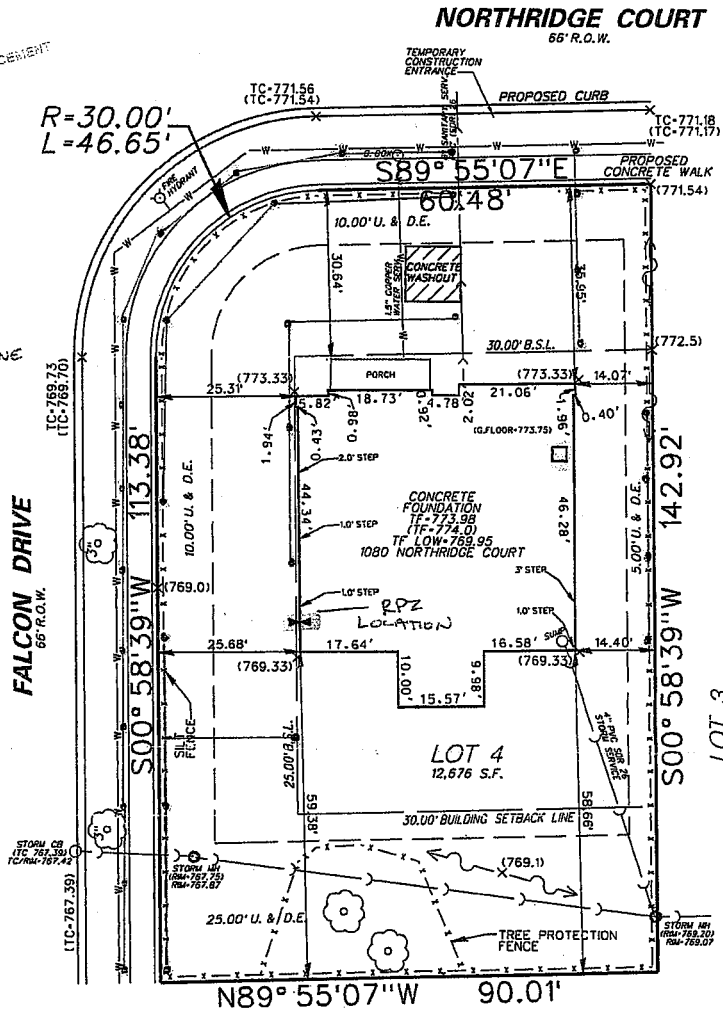
SCALE: 1" = 20'  
 BEARINGS ARE FOR ANGULAR  
 REFERENCE ONLY AND ARE  
 NOT RELATED TO TRUE OR  
 MAGNETIC NORTH.

**IRRIGATION LEGEND**

- - PRO SPRAY SPRINKLER
  - ⊗ - 1" WILKINS 375 RPZ
  - - 1" POLYETHYLENE PIPE
  - - PRO HC CONTROLLER
- MAX FLOW RATE A LARGEST ZONE  
 8GPM

**LEGEND**

- IRON PIPE SET
- 10' OFFSET STAKE TO BE SET
- PROPOSED CONTOUR
- - - EXISTING CONTOUR (BEFORE MASS GRADING)
- · - · 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



CLIENT:  
 K. HOVHANNIAN HOMES  
 1804 NAPER BLVD., SUITE 200  
 NAPERVILLE, IL 60563

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 = 3,251 SQ. FT.

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

STATE OF ILLINOIS )  
 ) SS  
 COUNTY OF COOK )

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  
 DECEMBER A.D., 2016 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



FOUNDATION SPOT 12-B-16  
 REVISED MODEL 8-25-16

**SURVEYORS NOTES :**

1. THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
2. THE DIMENSIONS AND BEARINGS SHOWN HEREON ARE MEASURED FROM OUTSIDE FACE OF CONCRETE FOUNDATION.
3. AT THE CLIENT'S REQUEST THE PROPERTY CORNERS HAVE NOT BEEN STAKED AT THIS TIME.

**GENERAL NOTES :**

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISION ARE SHOWN HEREON. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
5. ELEVATIONS BASED ON MDS001-LOCATED AT THE "T" INTERSECTION OF GARY AVE. AND S CHARLES ROAD ON THE EAST SIDE OF GARY AVE. 95.10 FEET NORTH OF THE CENTERLINE OF GREAT WESTERN TRAIL - A BRONZE DISK IN CONCRETE BASE OF TRAFFIC LIGHT STAMPED "DUPAGE COUNTY MAPS AND PLATS" ELEVATION=780.65 (NGVD 29)



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 FAX: (847) 318-9792  
 pryan@thomsonitd.com

**Thomson Surveying Ltd.**  
 PROJECT NO. 5182H045 DATE: 03-01-16  
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