


RESOLUTION R-2020-88

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A CERTAIN CONSTRUCTION, USE, AND
INDEMNIFICATION AGREEMENT
(1210 W. Thomas Road)**

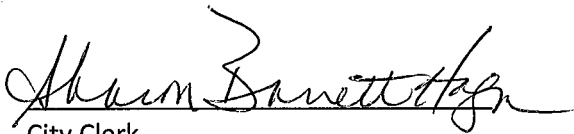
BE IT AND IT IS HEREBY RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is hereby authorized to sign, and the City Clerk is directed to attest to the Construction, Use, and Indemnification Agreement dated September 22nd, 2020, between the City of Wheaton and Luis and Lina Manrique for 1210 W. Thomas Road, Wheaton, Illinois, attached hereto as Exhibit 1.

ADOPTED this 5th day of October 2020.



Mayor

ATTEST:



City Clerk

Ayes:

Roll Call Vote

Councilman Barbier
Councilwoman Bray-Parker
Councilwoman Fitch
Mayor Suen
Councilwoman Robbins
Councilman Rutledge
Councilman Zaruba

Nays:

None

Absent:

None

Motion Carried Unanimously



CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT

RIGHT-OF-WAY (1210 W. THOMAS RD)

Street Name

SEP 28 2020

BUILDING & CODE ENFORCEMENT

THIS CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT, made and entered into this 22 day of SEPT, 2020, among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and LUIS & LINA MANRIQUE ("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, LUIS & LINA MANRIQUE (hereinafter "Owner"), the owner of the premises located at 1210 W. THOMAS RD, 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.) LUIS & LINA MANRIQUE are the owners of property located at 1210 W. THOMAS RD, 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 preclude 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.

EXHIBIT A

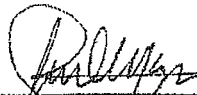
Legal Description:

Lot 6 In Woodlawn Pl. Being a Subdivision of
Part of lot 1 in Muehlfelt Land Partnership
Assesment Plat, Being Part of the Northwest Quarter
of Section 8 Township 39 North, Range 10 East
of the Third Principal Meridian According to the
Plat Thereof Recorded May 19, 2015, As Document
R2015-052811, In DuPage County Illinois


1210 W. THOMAS RD Wheaton, IL 60187
address

P.I.N. 0508 1180 11

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.

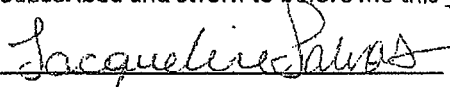


Owner MRS. MANRIQUE



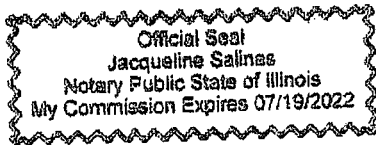
Owner

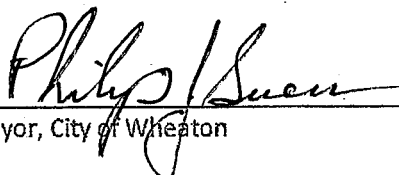
Subscribed and sworn to before me this 22nd day of September, 2020



Notary Public


(Notary Seal)



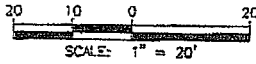


Mayor, City of Wheaton

Attested by:



City Clerk



SITE GRADING PLAN

"PROPOSED SITE PLAN"

LOT 6, IN WOODLAWN PLACE, BEING A SUBDIVISION OF PART OF LOT 1 IN MUEHLFELT LAND PARTNERSHIP ASSESSMENT PLAT, BEING PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 19, 2015, AS DOCUMENT R2015-052811, IN DUPAGE COUNTY, ILLINOIS.

EXHIBIT B

IRRIGATION LEGEND

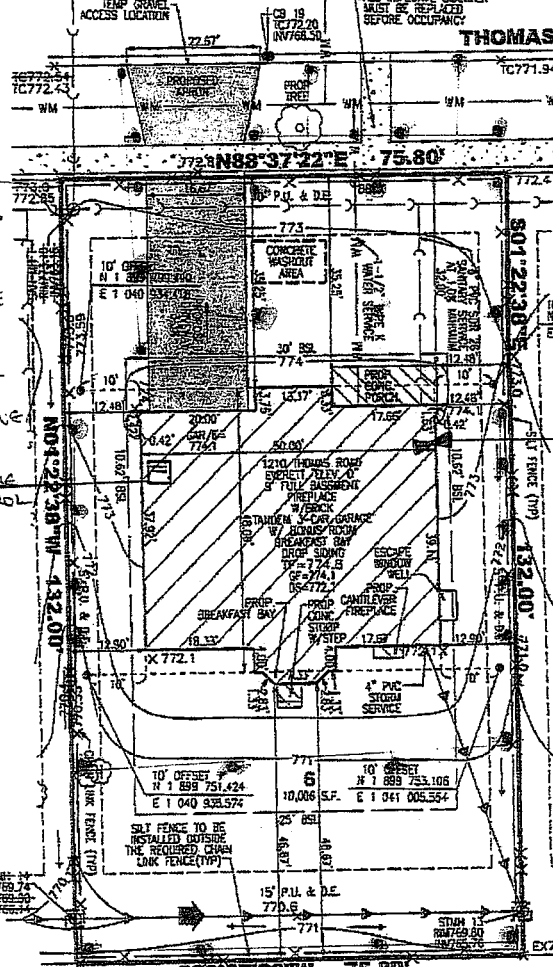
- - 4" PRO SPRAY SPRINKLERS
 - - 1" POLYETHYLENE PIPE
 - ⊗ - 1" WILKINS RZV VALVE
 - ☐ - PRO HC 1200 CONTROL
- MAX FLOW RATE X LAZZES ZONE
6.7 GPM

LEGEND

- HMA HOT MIX ASPHALT
- R= RADIUS
- L= LENGTH
- BSL BUILDING SETBACK LINE
- P.U. PUBLIC UTILITY & DRAINAGE EASEMENT
- B/W BOTTOM OF WALL
- CB CATCH BASIN
- C/F GRADE AT FOUNDATION
- CAR/F CARAGE FLOOR
- LO LOOKOUT
- HYD HYDRANT
- INL INLET
- MH MANHOLE
- SAN SANITARY
- STMH STORM MANHOLE
- TC TOP OF CURB
- TF TOP OF FOUNDATION
- T/W TOP OF WALL
- ⊙ SURMIT
- ⊖ LOW POINT
- VB VALVE BOX
- XXX- PROPOSED CONTOUR
- XXXXXX PROPOSED GRADE
- XXXXXX SUPERSEDED GRADE
- OVERLAND FLOOD ROUTE
- STORMWATER FLOW DIRECTION
- STORM SEWER LINE
- SANITARY SEWER LINE
- WM- WATER LINE
- ⊖ B-BOX
- ⊖ CLEAN OUT
- XX- SILT FENCE
- ⊖ BUILDING BOX OFFSET
- ⊖ INLET PROTECTION

SURVEYOR'S NOTES:

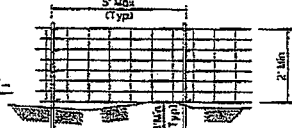
- THIS SURVEY IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
 - BUILDING DIMENSIONS AND TIES SHOWN HEREON ARE MEASURED FROM THE OUTSIDE FACE OF CONCRETE FOUNDATION.
 - ARCHITECTURAL PLANS DATED ON 12-16-15.
 - GRADING BASED ON ENGINEERING PLANS DATED 06-30-15.
 - A TEMPORARY GRAVEL ACCESS DRIVE MUST BE IN PLACE PRIOR TO EXCAVATION AND REMAIN IN PLACE DURING CONSTRUCTION.
 - PROPERTY NOT MONUMENTED AT CLIENT'S REQUEST.
- GENERAL NOTES:
- PROPOSED UTILITIES AND GRADES TAKEN FROM ENGINEERING PLANS DATED 02-02-15.
 - THE FINISHED TOPSOIL ELEVATION AT THE FOUNDATION SHOULD GENERALLY BE 0.5 FEET BELOW THE TOP OF FOUNDATION ELEVATION UNLESS INDICATED OTHERWISE.
 - THE INDIVIDUAL STEPS IN THE FOUNDATION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ARCHITECTURAL PLANS. IF CONFLICT SHOULD OCCUR THE OWNER/BUILDER SHOULD BE CONTACTED IMMEDIATELY.
 - ACCEPTED SIZES OF PROPOSED HOUSE FOUNDATIONS ARE INTENDED TO INDICATE THAT SPECIAL CONSTRUCTION MEASURES MUST BE EMPLOYED IN ORDER TO MINIMIZE SIDE YARD, REAR YARD AND/OR FRONT YARD CONSTRAINTS (E.G. DROPPED SIDING, STEPPED FOUNDATION, RETAINING WALL, ETC.)
 - EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED DURING CONSTRUCTION AS SHOWN WITH REFERENCE TO THE FINAL APPROVED STORM WATER POLLUTION PREVENTION PLAN, DETAILS AND NOTES.



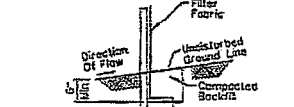
TOTAL EXISTING IMPERVIOUS AREA	= 0	SQ.FT
TOTAL PROPOSED IMPERVIOUS AREA	= 2949	SQ.FT
NET NEW IMPERVIOUS AREA	= 2949	SQ.FT
TOTAL IMPERVIOUS AREA ALLOWED PER LOT	= 4000	SQ.FT

FRONT YARD DRIVEWAY AREA: 650 SQ. FT. (23%)

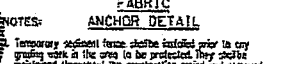
SILT FENCE DETAIL



ELEVATION

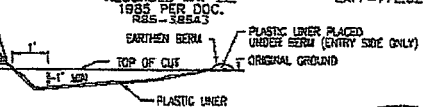


FABRIC ANCHOR DETAIL



- NOTES:
- Temporary silt fence fabric shall be installed prior to any grading work in the area to be protected. They shall be maintained throughout the construction period and removed in conjunction with the final grading and site stabilization.
 - Filter fabric shall meet the requirements as set forth by ANSI 10 1-288-01
 - Fabric panel shall be either gloomnet standard or meet with a minimum panel area 3.0 sqm.

WOODLAWN ESTATES LOT 6
RECORDED MAY 22, 1985 PER DOC. 885-38543
EXFF=772.52



TEMPORARY WASHOUT AREA

DEVELOPER:
M/I HOMES
400 EAST DIEHL ROAD, SUITE 230
NAPERVILLE, ILLINOIS 60563
P: 630-577-5200 F: 630-577-5220

SETBACKS:
FRONT YARD MINIMUM = 30.0'
SIDE YARD MINIMUM = VARIES
CORNER SIDE YARD MINIMUM = 12.0'
REAR YARD MINIMUM = 25.0'

CONSTRUCTION STAKING NOTES:
BUILDING LAYOUT AND CONSTRUCTION STAKING HEREON SHOWN ARE FROM PLANS FURNISHED BY CUSTOMER. PLEASE REVIEW LAYOUT INFORMATION HEREON SHOWN TO VERIFY THAT IT REFLECTS FINAL CONSTRUCTION PLANS BEFORE BEGINNING CONSTRUCTION.

SOURCE BENCHMARK:
DUPAGE COUNTY BENCHMARK #10001:
DISH SET IN WEST SIDE OF CONCRETE TRAFFIC SIGNAL BASE, LOCATED IN THE SOUTHEAST CORNER OF GENEVA ROAD AND PRESIDENT STREET.
ELEVATION = 770.40 (NAVD 1988).

SITE BENCHMARK:
NORTHWEST ARROW BOLT OF HYDRANT LOCATED ON EAST RIGHT OF WAY OF WOODLAWN AVENUE WHERE IT DEAD ENDS, APPROXIMATELY 356 FEET EAST OF THE NORTHWEST CORNER OF SITE.
ELEVATION = 773.00



STATE OF ILLINOIS (SS)
COUNTY OF COOK

WE, MACKIE CONSULTANTS LLC, AN ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-002894, HEREBY CERTIFY THAT THIS PLAN IS PREPARED WITH OFFICIAL RECORDS FOR THE ISSUANCE OF A BUILDING PERMIT.

GIVEN UNDER MY HAND AND SEAL THIS 5TH DAY OF JANUARY, 2012, IN ROSEMONT, ILLINOIS.

MACKIE CONSULTANTS LLC
Russell W. Olsen
RUSSELL W. OLSEN
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002718
LICENSE EXPIRES: NOVEMBER 30, 2018

Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

DATE	DESCRIPTION	BY
01-05-17	REVISED BUILDING	SMC

WOODLAWN PLACE
1210 THOMAS ROAD
WHEATON, ILLINOIS

DATE: 02-03-16 | DR BY: RMF | PROJ NO: 2638 | LOT NO: 6

SHEET 1 OF 2

