


RESOLUTION R-2021-54

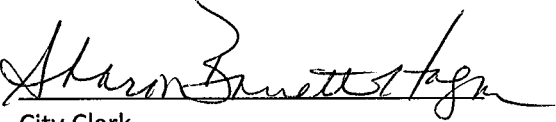
**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A CERTAIN CONSTRUCTION, USE, AND  
INDEMNIFICATION AGREEMENT  
(103 Triple Crown Court)**

**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<sup>th</sup>, 2021, between the City of Wheaton and Ann and Craig Blendeman for 103 Triple Crown Court, Wheaton, Illinois, attached hereto as Exhibit 1.

**ADOPTED** this 21<sup>st</sup> day of June 2021.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

Ayes:

Roll Call Vote

Councilwoman Robbins  
Councilman Weller  
Councilman Barbier  
Councilwoman Bray-Parker  
Councilman Brown  
Mayor Sues  
Councilwoman Fitch

Nays:

None

Absent:

None

Motion Carried Unanimously



**CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT  
RIGHT-OF-WAY ( 103 TRIPLE CROWN COURT. )**

**Street Name**

MAY 20 2021

THIS CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT, made and entered into this 11 day of MAY, 2021, among the City of Wheaton, Illinois, an Illinois corporation, located in DuPage County, State of Illinois ("City"), and ANN AND CRAIG BLENDERMAN ("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, ANN AND CRAIG BLENDERMAN (hereinafter "Owner"), the owner of the premises located at 103 TRIPLE CROWN 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.) ANN AND CRAIG BLENDERMAN are the owners of property located at 103 TRIPLE CROWN 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.

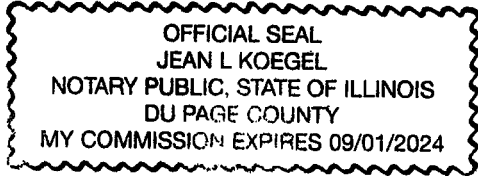
9.) The provisions set forth in this Agreement and exhibit represent the entire Agreement between the parties and shall precede all prior agreements, contracts, understandings, promises and representations, oral or written, as it is the intent of the parties to provide for a complete integration within 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.



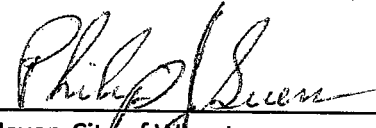
  
\_\_\_\_\_  
Owner

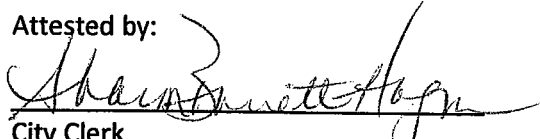
  
\_\_\_\_\_  
Owner

Subscribed and sworn to before me this 19 day of May, 2021.

  
\_\_\_\_\_  
Notary Public

(Notary Seal)

  
\_\_\_\_\_  
Mayor, City of Wheaton

Attested by:  
  
\_\_\_\_\_  
City Clerk

**EXHIBIT A**

Legal Description:

LOT 17 IN DANADA FARMS WEST UNIT 1, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 28, TOWNSHIP 39 NIRTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1986 AS DOCUMENT R26-110041 AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 16, 1986 AS DOCUMENT NO. R86-128139 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 13, 1986 AS DOCUMENT NO. R86-142709 IN DUPAGE COUNTY, ILLINOIS.

103 TRIPLE CROWN COURT      Wheaton, IL 60189  
Street Name

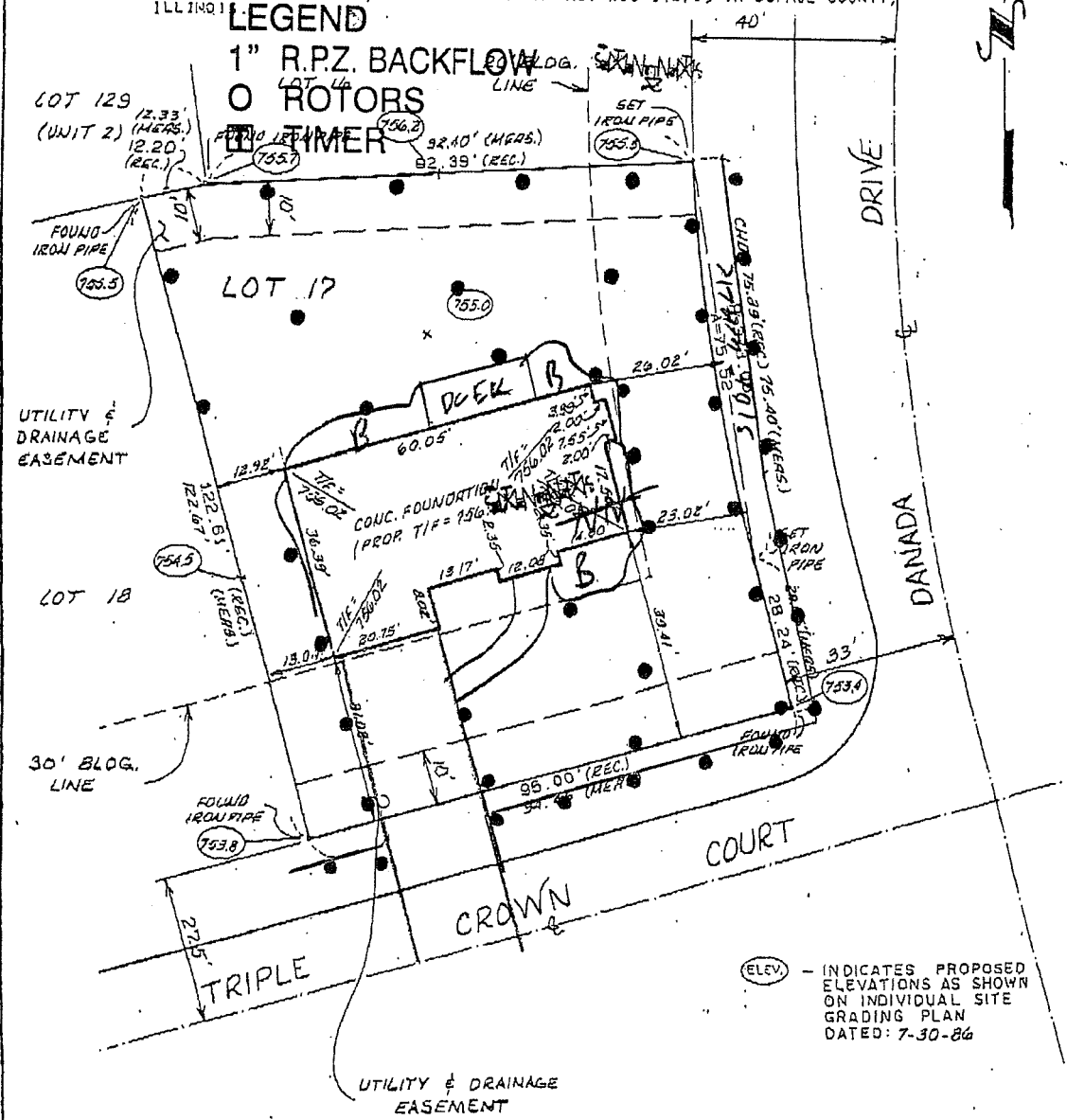
P.I.N. 05-28-111-009

# PLAT OF SURVEY

EXHIBIT B 17 IN DANADA FARMS WEST UNIT 1, BEING A SUBDIVISION OF PART OF THE HALF OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1986 AS DOCUMENT NO. R86-110041 AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 16, 1986 AS DOCUMENT NO. R86-128139 AND CERTIFICATE OF CORRECTION RECORDED NOVEMBER 13, 1986 AS DOCUMENT NO. R86-142709 IN DUPAGE COUNTY, ILLINOIS.

## LEGEND

1" R.P.Z. BACKFLOW ROTORS  
O  
TIMER



(ELEV.) - INDICATES PROPOSED ELEVATIONS AS SHOWN ON INDIVIDUAL SITE GRADING PLAN DATED: 7-30-86

THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S IMPRESSED SEAL. COMPARE THE DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING AT SAME, AND AT ONCE REPORT ANY DIFFERENCE.

BUILDING LINES ARE SHOWN ONLY WHERE THEY ARE SO RECORDED ON THE MAPS. REFER TO YOUR DEED OR ABSTRACT.

STATE OF ILLINOIS),  
COUNTY OF DU PAGE), ss.

I, THOMAS C. WHITT, AN ILLINOIS REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED UNDER MY DIRECTION AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF, CORRECTED TO A TEMPERATURE OF 68 DEGREES FAHRENHEIT.

DATED THIS 6<sup>TH</sup> DAY OF DECEMBER A.D., 1988.

*Thomas C. Whitt*  
ILLINOIS REGISTERED LAND SURVEYOR NO. 2367

Grading			
Mortgage			
Foundation	12-6-88	288-5A	12-6-88 JLS
Vacant			B-15-86/ KM
Type of Survey	Date	Bk.-Pg.	Date Dwn. / By
Common Address : 103 TRIPLE CROWN COURT			
Builder : JOE KEIM BUILDERS			
Job No. : 464.016-17		Scale : 1" = 20'	
<b>CEMCON, Ltd.</b> Consulting Engineers, Land Surveyors, & Planners Phone 312/853-0300			

