

CONSTRUCTION, USE, AND INDEMNIFICATION AGREEMENT INSTRUCTIONS

Please fill out the Fillable PDF form below.

- **All sections for Address, please enter the street address of the property.**
Example : 303 W. Wesley Street
- **All sections for Owners, please enter ALL owners for the property. This is generally depicted by the persons named on the last mortgage for the property.**

Example : If the property is owned by one person, only enter the name of the single owner. The single owner would then only sign one line on Page 3.

Example : If the property is owned by two people, such as a husband and wife, enter both owner's names. Both owners are required to sign on Page 3.

Example : If the property is owned by three (or more) people, enter all property owner's names. All property owners are required to sign on Page 3.

Example : If the property is in a Trust, enter the name of the Trust. It is easiest to have all trustees sign on Page 3. Alternately documentation could be provided that shows the trust allows an alternate requirement for trustees to sign legal documents.

- **Please note: The document is required to be taken to a Notary Public for signature and sealing before submitting it to the City of Wheaton**
- **Please note: You are required to provide "Exhibit A" and "Exhibit B".**

Exhibit A: is the legal description, address, as well as Parcel Index Number (P.I.N) of the subject property. You may cut and paste a photocopy of the legal description and P.I.N from the plat of survey onto "Exhibit A" and include the address.

Exhibit B: you must submit an additional document labeled "Exhibit B" depicting the scope of work which can be a copy of the plat of survey identifying all sprinkler heads in the City right-of-way. The submitted Exhibit must be labeled at the top of the document "Exhibit B".

- **When Printing and submitting, please do not submit the instruction page to the City of Wheaton**

**CONSTRUCTION, USE, AND INDEMNIFICATION AGREEMENT
RIGHT-OF-WAY (_____)
Property Address**

THIS CONSTRUCTION, USE AND INDEMNIFICATION AGREEMENT, made and entered into This ____ day of _____, 20 __, among the City of Wheaton, Illinois, an Illinois corporation, located in DuPageCounty, State of Illinois (“City”), and _____ (“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, _____ (hereinafter “Owner”), the owner of the premises located at _____, 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.) _____ are the owners of property located at _____, 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 _____ day of _____, 20 __.

_____ Notary Public

(Notary Seal)

City Manager, City of Wheaton

Attested by:

City Clerk

EXHIBIT A

Legal Description:

_____ Wheaton, IL 6018_
Property Address

P.I.N. _____