

## AGREEMENT AND RELEASE

This agreement and release ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by the undersigned, \_\_\_\_\_ ("Owner"), the owner(s) of the single family residential dwelling located at 434 Clifton Avenue Romeoville, Illinois (the "Property") and the Village of Romeoville, an Illinois Municipal Corporation ("Village").

### WITNESSETH:

WHEREAS, Owner owns and occupies the Property as a principal single family dwelling, and has experienced drainage or flooding issues while residing on the Property, which issues may have involved the extended presence of standing water on the Property after a rainfall event or the presence of drainage/stormwater within the dwelling located on the Property; and

WHEREAS, the Property is legally described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, Owner has requested certain assistance from Village to attempt to alleviate the aforementioned flooding incidents and the Village has indicated a willingness to provide such assistance all upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, Owner and Village hereby agree as follows:

1. Design and Construction of Improvements. Prior to the execution of this Agreement, Village shall prepare a design for the construction and installation of grading, regrading, swale installation, storm sewer installation or other work to alleviate the drainage, standing water or flooding incidents that have affected the Property (the "Improvements") in accordance with its ordinances and sound engineering principles, and shall cause the Improvements to be constructed and installed by contractors licensed with and bonded to the Village, or by its own personnel, as the Village deems most expedient in its sole discretion. A depiction of the Improvements and an estimate of the proposed cost of the Improvements are attached hereto and incorporated herein by reference as Exhibit B. The depiction of the Improvements included as Exhibit B shall serve as the design for the Improvements as hereinabove contemplated. Upon completion of the construction and installation of the Improvements, Owner shall be solely responsible at Owner's expense for all future and continued repair, replacement and maintenance of the Improvements, and for the watering of any sod or seed placed on the Property in connection with the restoration of areas thereof disturbed by construction. Notwithstanding the Village's preparation of the design for the construction and installation of the Improvements as contemplated herein and its construction of the Improvements whether by its own personnel or through a contractor, Owner acknowledges that the Village has not and does not make any warranties, representations or guarantees of the present, future or continuing success or usefulness of the Improvements as a means of abating, eliminating, preventing or reducing the frequency, occurrence or severity of any drainage, stormwater, standing water or flooding conditions, issues or occurrences that have occurred or that at any time may exist on the Property, and that the existence of any all such warranties, representations or guarantees is hereby expressly disclaimed and denied. Without

otherwise limiting the generality of the foregoing, Owner expressly acknowledges that the Improvements as contemplated herein do not include the entirety of the improvements or work initially proposed to be performed on the Property as an essential portion of the Improvements, and that the exclusion of an essential portion of the proposed improvements and work from the scope of the Improvements under this Agreement will cause the continuation of significant drainage issues on the Property, which issues will have a significant negative impact on the north side of the Property and on the concrete driveway existing on the Property. Owner further acknowledges and represents to Village that Owner recognizes and elects to accept the risk to the Property posed by the aforementioned continuation of significant drainage issues on the Property, and that Owner's election to forego an essential portion of the improvements and work otherwise to have been included within the scope of the Improvements is being consciously and voluntarily made in lieu of making a financial contribution to the Village toward the cost of the Improvements as is otherwise typically required under the auspices of the Village's Stormwater Drainage Assistance Program.

2. Consent of Landowners. Owner acknowledges that the construction and installation of the Improvements may require the consent of adjoining landowners to enter upon, cross, remove obstructions from and construct all or a part of the Improvements within the property of such adjoining landowners. Accordingly, the obligations of the Owner to construct and install the Improvements and all obligations of the Village hereunder shall be contingent upon the prior receipt by the Owner and delivery to the Village of written consent from such adjoining landowners conforming to the requirements of this Section 2. Owner's execution of this Agreement shall further constitute Owner's consent to grant such permanent or temporary easements or licenses as determined to be necessary by the Village for or in connection with the construction of the Improvements all in such form as the Village may reasonably require.

3. Owner's Financial Responsibility; Village's Financial Contribution. The Village shall financially contribute to the construction of the Improvements by defraying the cost to construct the Improvements. Owner acknowledges and understands that the contribution from Village to Owner or on Owner's behalf contemplated to be made under this Agreement is a one-time only payment, and that the Village shall have no other obligations to Owner of any nature or kind whatsoever concerning the Improvements, the cost of the same, or the future and continuing performance or functionality of the Improvements. Owner shall bear sole financial responsibility for all costs of maintaining the Improvements in the future, and for the costs of all additional corrective work that may be required in the future to remediate any and all drainage issues on the Property, including but expressly not limited to the cost of the work which Owner has elected not to have performed as part of the Improvements as hereinabove set forth in Section 1 of this Agreement.

4. Release and Indemnification. For and in consideration of the Village's payment of the cost of the Improvements as contemplated herein, Owner hereby releases, remises and forever discharges the Village and its Corporate Authorities, together with the officers, officials, employees, contractors, consultants, affiliates and agents of each of them of and from any and all matter of actions, causes of action, suits, proceedings, (whether at law, in equity, or before any administrative agency, body or tribunal), debts, expenses, costs, obligations, agreements, contracts, duties, judgments, damages, demands and claims, of whatever nature or kind which

the undersigned have ever had, presently have or may ever in the future have against the Village and its Corporate Authorities, together with the officers, officials, employees, contractors, consultants, affiliates and agents of each of them by reason of, arising from or otherwise related in any way to the cost, payment for, design, construction, installation, performance, maintenance, repair, replacement, functioning or operation of the Improvements upon the completion thereof or to any drainage, stormwater, standing water, flooding or flood-related incidents, occurrences or conditions which have occurred or existed at any time upon the Property or which occur upon the Property at any time in the future, including but expressly not limited to any such incidents, occurrences or conditions arising from or in any way relating to Owner's election to forego the performance of any proposed work as part of the Improvements in lieu of being required to make a financial contribution to the cost of the Improvements, as hereinabove set forth in Section 1 of this Agreement. Owner further agrees that it shall indemnify, defend and hold harmless the Village and its Corporate Authorities, together with the officers, officials, employees, contractors, consultants, affiliates and agents of each of them of and from any and all matter of actions, causes of action, suits, proceedings (whether at law, in equity, or before any administrative agency, body or tribunal), debts, expenses, costs, obligations, agreements, contracts, duties, judgments, damages, demands and claims, of whatever nature or kind which arise out of or relate in any way to the cost of, payment for, design, construction, installation, repair, maintenance, replacement or functionality of the Improvements.

5. Recitals. The recitals hereinabove set forth shall hereby be incorporated into this Agreement as is fully set forth.

Owner

  
\_\_\_\_\_

Owner Printed Names

Leslie J. Burns  
\_\_\_\_\_

Village

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Exhibit A—Legal Description of Property

LOT 29 BLOCK 6 IN HAMPTON PARK UNIT SEVEN, A SUB OF PRT OF THE E1/2 OF  
THE SW1/4 OF SEC 33, T37N R10E.

434 Clifton, Romeoville, Illinois 60446

PIN 12-02-33-308-041-0000