

Created: 4/12/2024  
Last revised: 5/29/2024

**PROPERTY ADDRESS:  
26W325 CASE STREET  
NAPERVILLE, IL 60563**

**P.I.N.  
08-07-404-015**

**RETURN TO/PREPARED BY:  
CITY OF NAPERVILLE  
CITY CLERK'S OFFICE/  
COMMUNITY SERVICES DEPARTMENT  
400 SOUTH EAGLE STREET  
NAPERVILLE, IL 60540**

## **ANNEXATION AGREEMENT**

### **FOR 26W325 CASE STREET (CVENGROS ESTATES)**

THIS ANNEXATION AGREEMENT (“**Agreement**”) is entered between the CITY OF NAPERVILLE, an Illinois municipal corporation and home rule unit of local government under the statutes and Constitution of the State of Illinois, with offices at 400 South Eagle Street, Naperville, Illinois 60540, (hereinafter referred to as the “**CITY**”) and Andrew Cvengros and Kia Cvengros located at 109 East 14<sup>th</sup> Avenue, Naperville, Illinois, 60563 (hereinafter together referred to as the “**OWNER AND DEVELOPER**”). **CITY** and **OWNER AND DEVELOPER** shall hereinafter be referenced individually as “**Party**” and together as “**Parties**”.

### **RECITALS**

1. **WHEREAS**, the **OWNER AND DEVELOPER** are the owners of record of approximately .429 acres of real property currently located in unincorporated DuPage County, having an address of 26W325 Case Street, legally described on **EXHIBIT A** and depicted on **EXHIBIT B**, which property is contiguous to the **CITY** and not within the corporate limits of any municipality (hereinafter referred to as the “**SUBJECT PROPERTY**”); and

2. **WHEREAS**, the **OWNER AND DEVELOPER** have signed and filed a Petition for Annexation and Zoning with the Naperville City Clerk for the **SUBJECT PROPERTY**; and

### **EXHIBIT C**

3. **WHEREAS**, all notices, publications, public hearings and all other matters attendant to such Petition for Annexation and Zoning, have been given, held or performed as required by statute or the CITY'S ordinances, regulations, and procedures; and

4. **WHEREAS**, the CITY'S corporate authorities have considered the annexation of the SUBJECT PROPERTY and have determined the Petition for Annexation and Zoning to be in order; and

5. **WHEREAS**, the OWNER AND DEVELOPER propose that the SUBJECT PROPERTY be developed pursuant to the zoning classification(s) specified in the CITY'S Zoning Ordinance, and the terms and conditions set forth and referenced herein; and

6. **WHEREAS**, in addition to the matters specified above, the parties hereto have considered all other matters and hereby agree that the development of the SUBJECT PROPERTY for the uses permitted in the R1A District of the CITY'S Zoning Ordinance and in accordance with the terms and conditions of this Agreement will inure to the benefit and improvement of the CITY and its residents, will promote the CITY'S sound planning and development, and will otherwise enhance and promote the general welfare of the CITY'S residents; and

7. **WHEREAS**, the CITY and the OWNER AND DEVELOPER have determined that the development of the SUBJECT PROPERTY should proceed as conveniently as possible and be subject to the ordinances, codes and regulations of the CITY, now in force and effect and as amended from time to time, unless specifically amended as part of the special terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual promises contained herein, the Parties agree that:

**GENERAL CONDITIONS FOR**  
**THE ANNEXATION OF THE SUBJECT PROPERTY**

**G1.0 RECITALS.**

G1.1 The above-stated Recitals are a material part of this Agreement and are hereby incorporated in this Subsection G1.1 by reference.

**G2.0 ANNEXATION AND ZONING.**

G2.1 The SUBJECT PROPERTY shall be zoned as set forth in the Recitals and in the Special Conditions below.

G2.2 If this Agreement and the Ordinance approving this Agreement, and those ordinances pertaining to the SUBJECT PROPERTY which were approved by the CITY concurrently with this Agreement, are not recorded with the Office of the Recorder in the county in which the SUBJECT PROPERTY is located within the timeframe set forth in said Ordinance and ordinances, said Ordinance and ordinances, and all exhibits thereto, including but not limited to this Agreement, shall be automatically null and void without further action being taken by the City. OWNER AND DEVELOPER shall defend, indemnify, and hold the CITY and its officers, agents, and employees harmless for any error or omission in recording or for failure to timely record.

G2.3 Notwithstanding the area, lot, yard, and height standards contained in the Naperville Zoning Code for the zoning classification granted pursuant to this Agreement, after the fifth (5th) year after this Agreement is approved, if the SUBJECT PROPERTY is developed with any residential uses, the SUBJECT PROPERTY may only be developed with uses which comply with the density limitations specified in the then-current zoning classification applicable to the SUBJECT PROPERTY.

**G3.0 ANNEXATION FEES.**

G3.1 The OWNER AND DEVELOPER have paid all applicable annexation fees specified in Section S2.0 in accordance with Section 1-9E-1 of the Naperville Municipal Code.

**G4.0 PARK DISTRICT ANNEXATION.**

G4.1 The OWNER AND DEVELOPER have filed concurrently herewith a petition executed by OWNER AND DEVELOPER to annex the SUBJECT PROPERTY to the Naperville Park District. Said petition is conditional and not effective until annexation of the SUBJECT PROPERTY to the City of Naperville.

**G5.0 TRANSPORTATION IMPACT FEES – INTENTIONALLY OMITTED.**

**G6.0 SIDEWALKS AND OTHER TRANSPORTATION RELATED PUBLIC IMPROVEMENTS.**

G6.1 Prior to recordation of a Final Plat of Subdivision for any portion of the SUBJECT PROPERTY, the OWNER AND DEVELOPER shall, at their sole cost and expense, and at the discretion of the City Engineer:

1. construct sidewalks along the entire frontage of the SUBJECT PROPERTY adjacent to public right-of-way, as approved by the City Engineer; or
2. pay to the CITY the estimated cost to construct sidewalks along the entire frontage of the SUBJECT PROPERTY adjacent to public right-of-way. Upon payment, OWNER AND DEVELOPER shall have no further obligation to construct said sidewalk.

**G7.0 UTILITY LINES AND EASEMENTS.**

G7.1 The OWNER AND DEVELOPER shall grant to the CITY, at no cost to the CITY, any easements within the SUBJECT PROPERTY which the CITY may determine are necessary for the purposes of constructing, installing, replacing and maintaining sanitary sewers, water mains, electric service facilities, and other utilities necessary or incidental to service the SUBJECT PROPERTY.

G7.2 The CITY shall allow the OWNER AND DEVELOPER to use appropriate easements obtained by the CITY from other parties for the purpose of providing sanitary sewers, water mains and other utilities to service the SUBJECT PROPERTY.

**G8.0 WATER SUPPLY AND DISTRIBUTION SYSTEM AND SANITARY SEWER COLLECTION SYSTEM.**

G8.1 The OWNER AND DEVELOPER shall be solely responsible for the cost and expense incurred to extend the CITY'S water distribution system and sanitary sewer collection system to the SUBJECT PROPERTY. Payment shall be due at the time a building permit is issued if the CITY constructs and installs the proposed extension or any portion thereof.

G8.2 The CITY shall permit the connection of the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S water supply and distribution system and sanitary sewer collection system, and shall supply water and collection facilities thereto to the same extent as may be supplied to other structures and areas within the CITY.

G8.3 The OWNER AND DEVELOPER shall be responsible for the cost of all water lines and sanitary sewer lines and related appurtenances located on the SUBJECT PROPERTY.

G8.4 The OWNER AND DEVELOPER shall also be responsible to pay for all infrastructure availability charges, connection fees and user fees for the CITY'S water distribution system and sanitary sewer collection system as set forth in the CITY'S ordinances, rules, and regulations.

**G9.0 WASTEWATER TREATMENT PLANT CAPACITY.**

G9.1 The CITY guarantees that at the time building permits are requested, sufficient wastewater treatment plant capacity shall exist to provide complete and adequate wastewater treatment services for the SUBJECT PROPERTY without payment of any fees other than those specified in Subsection G9.2 of this Agreement.

G9.2 The OWNER AND DEVELOPER shall pay all applicable wastewater infrastructure availability charges, connection fees and customary wastewater user fees in accordance with Title 8 of the Naperville Municipal Code, as amended and any rules and regulations promulgated pursuant to Title 8.

**G10.0 UTILITY OVERSIZING.**

G10.1 The OWNER AND DEVELOPER shall construct and install at its sole cost and expense all water and sanitary sewer lines shown on the approved final engineering plans submitted for development of the SUBJECT PROPERTY.

G10.2 The CITY shall pay for oversized water or sanitary sewer lines constructed as required by the CITY in accordance with the provisions of this Section to provide for increased capacity, not merely to compensate for slope differential.

G10.3 Upon installation and acceptance by the CITY of said oversized lines, for residential lines, the CITY shall reimburse the OWNER AND DEVELOPER for the difference between the cost to construct an eight (8") inch line and the cost to construct the oversized line. For non-residential lines, the CITY shall reimburse the OWNER AND DEVELOPER for the difference between the cost to construct a twelve (12") inch line and the cost to construct the oversized line.

G10.4 All such oversized lines shall be constructed and installed in strict accordance with the provisions of Section 7-3-6 of the Naperville Municipal Code (Cost Sharing Policy), as amended.

**G11.0 UTILITY REBATES, SPECIAL CONNECTION FEES, RECAPTURE FEES, SPECIAL ASSESSMENTS OR SPECIAL SERVICE AREAS TAXES.**

G11.1 OWNER AND DEVELOPER shall pay any and all existing Utility Rebates, Special Connection Fees, Recapture Fees, Special Assessments, or Special Service Area Taxes when due as specified in Section S3.0.

G11.2 OWNER AND DEVELOPER shall further pay any and all future Utility Rebates, Special Connection Fees, Special Assessments, Recapture Fees, or Special Service Area Taxes, which may be properly and legally approved, established, or levied in the future. Notwithstanding the foregoing, this provision does not abrogate the right of any property owner to contest any Special Assessment or Special Service Area Tax.

G11.3 The sum of the monies to be paid pursuant to 70 ILCS 705/20(e)(1)-(5) as a result of disconnection of the SUBJECT PROPERTY from a fire protection district shall be the sole responsibility of the OWNER AND DEVELOPER which responsibility shall be deemed fulfilled upon payment of said sum to the CITY. Payment in full shall be paid prior to recordation of the ordinance approving annexation of the Subject Property to the CITY and prior to recordation of this Agreement. Failure or oversight to collect said sum shall not release the OWNER AND DEVELOPER from liability therefore. This provision shall survive the expiration or termination of this Agreement.

**G12.0 ELECTRICAL UTILITY SERVICE.**

G12.1 The CITY shall connect the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S electrical utility system, and shall supply electrical service to those structures to the same extent service is provided on a regular basis to CITY'S other electric customers.

G12.2 The OWNER AND DEVELOPER shall accept all electrical power and energy required for the SUBJECT PROPERTY from the CITY'S electrical utility system at the time such service is available.

G12.3 The OWNER AND DEVELOPER shall pay all applicable connection fees, and costs related to on-site electrical distribution facilities and customary user fees in accordance with Title 8 of the Naperville Municipal Code.

**G13.0 REFUSE AND WEED CONTROL.**

G13.1 During all phases of construction, OWNER AND DEVELOPER shall provide a sufficient number of construction-sized dumpsters to contain all trash and debris generated throughout the entire area of the project.

G13.2 OWNER AND DEVELOPER shall prevent such containers from overflowing and shall prevent debris from blowing from the site by having the containers emptied as soon as reasonably possible once they are filled.

G13.3 During all phases of construction, OWNER AND DEVELOPER shall regularly cut all weeds and grass in excess of eight (8") inches high on the site and on the right-of-way adjacent to the site.

**G14.0 CHANGES TO ORDINANCES AND REGULATIONS.**

G14.1 If during the first five (5) years of the term of this Agreement, the provisions of the existing Naperville Zoning Code as it relates to the SUBJECT PROPERTY are amended to impose more stringent requirements in the subdivision, development, or construction on the SUBJECT PROPERTY, then such more stringent requirements shall not be effective as applied to the SUBJECT PROPERTY unless such change is agreed to by the parties hereto. This provision shall not apply to amendments to the Naperville Municipal Code related to conditional uses other than those conditional uses already approved by the Naperville Plan Commission for the SUBJECT PROPERTY.

G14.2 Except as provided in Subsections G14.2.1 and G14.2.2 and G14.2.3 of this Section, if, during the first two (2) years of the term of this Agreement, the provisions of CITY ordinances or regulations are amended or modified to impose more stringent requirements for the subdivision, or construction of the site development improvements for the SUBJECT PROPERTY than were in effect as of the date of approval of this Agreement, which improvements are specified in the submitted and approved Final Engineering Plans, such amendments or modifications shall not be effective as applied to the SUBJECT PROPERTY, unless such amendments are agreed to by the parties *or* such amendments are adopted to protect the health or safety of the CITY'S residents.

G14.2.1 Any ordinances, standards, or regulations which are the subject of the CITY'S Flood Plain or Stormwater Ordinances for either DuPage or Will County shall be exempt from the provisions of subsection G14.2.

G14.2.2 Any CITY ordinances establishing the payment of subdivision, or development fees, or any taxes, dedication requirements, or reimbursement for costs which may be applicable to the SUBJECT PROPERTY shall be exempt from the provisions of subsection G14.2.

G14.2.3 Any CITY Building, Fire or Life Safety Codes or ordinances or regulations approved after the date of approval of this Agreement shall be exempt from the provisions of G14.2

G14.3 If, during the term of this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of any improvements, buildings, appurtenances, or any other development of any kind or character upon the SUBJECT PROPERTY, other than those upon which site plan approval may be based, are amended or modified to impose less restrictive requirements on development or construction upon properties situated within the CITY'S boundaries, then the benefit of such less restrictive requirements shall inure to the benefit of the OWNER AND DEVELOPER, and anything to the contrary contained herein notwithstanding, the OWNER AND DEVELOPER may proceed with development or construction upon the SUBJECT PROPERTY pursuant to the less restrictive amendment or modification applicable generally to all properties within the CITY.

**G15.0 EXISTING STRUCTURES.**

G15.1 At the time this Agreement is fully executed by the parties hereto, where there are any structures on the SUBJECT PROPERTY:

G15.1.1 A City of Naperville street address shall be assigned to the SUBJECT PROPERTY in accordance with Section 9-2-2 of the Naperville Municipal Code, as amended from time to time within thirty (30) days after this Agreement is fully executed by the parties hereto.

G15.1.2 Any existing structures on the SUBJECT PROPERTY shall be fully accessible for emergency vehicles, including two (2) points of access, and any "Special Conditions for the Annexation of The SUBJECT PROPERTY" set forth below ("Special Conditions").

G15.2 At the time this Agreement is fully executed by the parties hereto, any existing structures on the SUBJECT PROPERTY which fail to conform to the requirements of the CITY'S duly adopted Building and Fire Prevention Codes, as amended from time to time, shall be



brought into conformity with such requirements pursuant to any Special Conditions set forth below.

**G16.0 EFFECT OF THIS AGREEMENT.**

G16.1 Except as provided in Section G14.0 of this Agreement, if any relevant existing CITY resolution, ordinance, regulations, or interpretation thereof, is inconsistent with or conflicts with any provision of this Agreement, then the provisions of this Agreement shall supersede the terms of said inconsistent resolutions, ordinances, or regulations as they may be applicable to the SUBJECT PROPERTY.

**G17.0 NO DISCONNECTION OR DEANNEXATION.**

G17.1 Neither the OWNER nor the DEVELOPER nor any of their successors in interest shall file, cause to be filed, or take any action that would result in the disconnection or deannexation of the SUBJECT PROPERTY from the CITY during the term of this Agreement.

**G18.0 MODIFICATIONS TO THIS AGREEMENT.**

G18.1 If the OWNER AND DEVELOPER or the CITY wish to modify this Agreement, the CITY shall hold the necessary public hearings.

G18.2 Such hearings shall be held and an approval granted or denial given without unreasonable delay after the request is made.

G18.3 This Section shall not be construed to require the CITY to modify this Agreement.

G18.4 Any such amendment or modification may be made only as to a portion of the SUBJECT PROPERTY, or as to the provisions applying exclusively thereto, and may be without the consent of the owners of other portions of the SUBJECT PROPERTY not affected by the amendment or modification.

**G19.0 BINDING EFFECT AND TERM.**

G19.1 The parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be recorded against the title of the SUBJECT PROPERTY in the Office of the Recorder of the county in which the SUBJECT PROPERTY is located, and shall be binding upon and inure to the benefit of the parties hereto, grantees, successors in interest, assignees, heirs, executors, or lessees (whether their interest is in the SUBJECT PROPERTY as a whole or in any portion or aspect thereof), and upon any successor

CITY officials and successor municipalities for a period of ten (10) years from the EFFECTIVE DATE of this Agreement.

G19.2 The zoning classification for the SUBJECT PROPERTY established by this Agreement shall survive the expiration or termination of this Agreement unless changed in accordance with applicable law.

G19.3 Any obligation owed by OWNER AND DEVELOPER for payment or reimbursement of monies provided for herein shall survive the termination or expiration of this Agreement.

G19.4 Any obligations to be performed hereunder by OWNER AND DEVELOPER shall survive the expiration or termination of this Agreement.

**G20.0 CONTINUING RESPONSIBILITY.**

G20.1 Except as otherwise provided herein, if the OWNER AND DEVELOPER sells or conveys all or any portion of the SUBJECT PROPERTY during the term of this Agreement, all of the OWNER AND DEVELOPER'S obligations specified in this Agreement shall devolve upon and be assumed by such purchaser, grantee, or successor in interest, and the OWNER AND DEVELOPER shall be released from such obligations, provided the conditions of subsection G20.2 of this Agreement have been met.

G20.2 No sale or conveyance shall be effective to release the OWNER AND DEVELOPER from the obligations imposed by this Agreement until the purchaser or grantee has posted good and sufficient surety, as determined by the CITY, to secure the performance of all of the OWNER AND DEVELOPER'S obligations contained in this Agreement and as required by CITY ordinance, policy, or regulation.

G20.3 Any provision contained in this Agreement which provides for payment or reimbursement of money to the CITY, and/or which provides for the dedication or conveyance of property to the CITY, shall survive the expiration or termination of this Agreement.

**G21.0 SEVERABILITY.**

G21.1 If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or of any section, subsection, sentence or clause not adjudged to be invalid.

G21.2 The invalidity of any such provision shall not affect any zoning classification for the SUBJECT PROPERTY that has been approved by the CITY pursuant to the provisions of the CITY'S ordinances and regulations. Any change to such zoning classification shall take place only in accordance with applicable statutes and ordinances.

**G22.0 NOTICES.**

G22.1 Any notice or demand hereunder from one party to another party or to an assignee or successor in interest of either party or from an assignee or successor in interest of either party to another party, or between assignees or successors in interest of either party shall be in writing and shall be deemed duly served if mailed by prepaid registered or certified mail addressed to the parties specified in Section S4.0 or any individual or entity substituted according to subsection G22.2 of this Agreement.

G22.2 The parties, or any assignee or successor in interest, may substitute names and addresses for notices as appropriate.

**G23.0 GOVERNING LAW AND VENUE.**

G23.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance, and any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

**G24.0 FORCE MAJEURE.**

G24.1 Subject to the provisions of G24.2 whenever a period of time is provided for in this Agreement for either the CITY or OWNER AND DEVELOPER to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, strike or lockout by or against either party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, pandemics, systemic supply-chain interruptions, fire, flood, storm, earthquake, tornado or any act of God ("Events of Force Majeure").

G24.2 Provided, however, that said time period shall be extended for only the actual amount of time said party is directly delayed by one or more Events of Force Majeure. Except as to a strike or lockout by or against either party's own employees or suppliers, an act or omission shall not be deemed to be beyond OWNER AND DEVELOPER'S control if committed, omitted or caused by OWNER AND DEVELOPER, OWNER AND DEVELOPER'S employees, officers or agents or a subsidiary, affiliate or parent of OWNER AND DEVELOPER or by any

corporation or other business entity that holds a controlling interest in OWNER AND DEVELOPER, whether held directly or indirectly.

**G25.0 ENFORCEABILITY.**

G25.1 This Agreement shall be enforceable by any of the parties hereto by any appropriate action at law or in equity to secure the performance of the covenants and terms of this Agreement. In the event that the CITY seeks enforcement of any aspect of this Agreement in a court of competent jurisdiction, and prevails in whole or in part in such action, the OWNER AND DEVELOPER shall reimburse the CITY for its costs and expenses, including but not limited to reasonable attorneys' fees (in-house or outside counsel) within thirty (30) days of receipt of an invoice therefor.

**G26.0 CHALLENGE TO ANNEXATION.**

G26.1 If the annexation of the SUBJECT PROPERTY is challenged in any court of legal jurisdiction, the parties to this Agreement agree to cooperate to defend the validity of said annexation. OWNER AND DEVELOPER agrees to hold the CITY harmless and to reimburse the CITY for any and all expenses incurred by the CITY for said defense including but not limited to reimbursement for any services of outside legal counsel. If the annexation of the SUBJECT PROPERTY is challenged and is held to be invalid: (a) any real estate taxes which have been paid to the CITY shall not be rebated to the OWNER AND DEVELOPER, or its successors and assigns; and (b) the CITY shall enter into a separate written service agreement with the OWNER AND DEVELOPER, or its successor and assigns, so as to provide utility service to the SUBJECT PROPERTY in accordance with the general terms of this Agreement to the extent permitted by law.

**G27.0 TIMING OF GRANTS OF PROPERTY INTERESTS.**

G27.1 When any dedication of right-of-way, grant of easement, or other dedication or grant of property interests to the CITY is provided for in this Agreement, said dedication or grant shall occur prior to, or simultaneously with, the recording of any final plat of subdivision or issuance of any permit, whichever occurs first.

G27.2 Failure to comply with the timing requirements set forth in this Section shall not relieve the OWNER AND DEVELOPER of the obligations set forth in this Section, and the provisions of this Section shall survive the expiration or termination of this Agreement.

**G28.0 NON-WAIVER OF RIGHTS.**

G28.1 No failure of either Party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand compliance with the terms hereof.

**G29.0 CAPTIONS AND PARAGRAPH HEADINGS.**

G29.1 Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**G30.0 ENTIRE AGREEMENT.**

G30.1 This Agreement sets forth all the covenants, conditions and promises between the Parties with regard to the subject matter set forth herein and there are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement.

**G31.0 AUTHORIZATIONS.**

G31.1 The OWNER AND DEVELOPER'S authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the OWNER AND DEVELOPER to execute this Agreement on its behalf. The Mayor and City Clerk warrant that they have been lawfully authorized to execute this Agreement. The OWNER AND DEVELOPER shall deliver to the CITY within ten (10) days of the EFFECTIVE DATE on page 1 of this Agreement copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement.

**G32.0 SURETY.**

G32.1 All public improvements required to be done by the OWNER AND DEVELOPER for any phase of the SUBJECT PROPERTY shall be secured by a cash deposit or Letter of Credit in a form approved by the City Attorney, in an amount approved by the City Engineer, and in compliance with the Naperville Municipal Code. This provision shall apply whether or not a Letter of Credit is specified for each improvement. As to any surety or maintenance surety provided by the OWNER AND DEVELOPER to the CITY for public improvements related to development of the SUBJECT PROPERTY, OWNER AND DEVELOPER agrees that: (1) at no time shall the CITY be liable for attorneys' fees with respect

thereto; (2) OWNER AND DEVELOPER shall be liable to pay the CITY'S reasonable attorneys' fees and costs (in-house or outside counsel) in enforcement thereof; and (3) the list of circumstances set forth in such surety (including any exhibit thereto) as bases for default thereunder shall entitle the CITY to draw on said surety. Notwithstanding provision of said surety, until the public improvements have been accepted by the CITY, the OWNER AND DEVELOPER shall remain obligated for completion of said public improvements and/or (at the CITY'S sole discretion) to pay any costs for said public improvements to the extent that the surety is not sufficient to pay for the costs of the public improvements, or in the event of any denial, or partial denial, of coverage by the surety, or failure of the surety to timely respond to a demand for payment. The provisions set forth in this Section G32 shall survive the expiration or termination of this Agreement.

**G33.0 ACCEPTANCE OF PUBLIC IMPROVEMENTS.**

G33.1 Subject to approval by the City Engineer, the CITY shall accept public improvements installed by the OWNER AND DEVELOPER on the SUBJECT PROPERTY, or within the adjacent public right-of-way, pursuant to the process set forth in Section 7-1-7 of the Naperville Municipal Code. Upon CITY acceptance thereof, the OWNER AND DEVELOPER shall post a cash deposit or letter of credit in a form and amount approved by the City guaranteeing said improvements against defects in materials or workmanship in the amount of ten percent (10%) of the estimated cost of said improvement to be effective for a period of one year from the date of acceptance.

**G34.0 EXHIBITS INCORPORATED.**

G34.1 All exhibits attached or referenced herein are incorporated herein by reference and made part hereof.

**G35.0 AMBIGUITY.**

G35.1 If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.

**G36.0 RECAPTURE AGREEMENTS.**

G36.1 If, pursuant to the terms of this Agreement, the OWNER AND DEVELOPER installs improvements, including but not limited to water distribution system improvements, sanitary sewer collection system improvements, storm sewer system improvements, roadway improvements, or other improvements (hereinafter "Improvements")

which the OWNER AND DEVELOPER and the CITY reasonably determine will benefit properties other than the SUBJECT PROPERTY, the OWNER AND DEVELOPER may submit a request to the City Engineer for the City to enter into a recapture agreement (“Recapture Agreement”). The OWNER AND DEVELOPER’S request must be accompanied by a draft of the proposed Recapture Agreement and documentation, to the satisfaction of the City Engineer, clearly demonstrating the “as built” costs of the Improvements for which recapture is sought. The proposed Recapture Agreement shall identify the benefitting properties and recapture amounts, which shall be subject to approval of the City Engineer. Subject to approval of the proposed Recapture Agreement by the City Engineer, approval of the form of the Recapture Agreement by the City Attorney, and any notice to be given to the benefitting property owners, the matter shall be scheduled for consideration by the Naperville City Council. If an ordinance approving the Recapture Agreement is passed by City Council, the Recapture Agreement shall be recorded against the title of the benefitting properties identified in the Recapture Agreement.

G36.1.1 If a proposed Recapture Agreement and supporting documentation are not provided to the City Engineer within twelve (12) months from completion of the Improvements by the OWNERS AND DEVELOPERS and approval of said Improvements by the City Engineer or the City Engineer’s designee, or within such other timeframe as may be agreed to in writing by the City Engineer, the CITY shall no longer have any obligation to enter into a recapture agreement for Improvements hereunder.

**G37.0 JOINT LIABILITY.**

G37.1 OWNER AND DEVELOPER shall be jointly and severally liable for the obligations and responsibilities set forth and referenced herein.

**G38.0 DESIGNEES INCLUDED.**

G38.1 Whenever the title of a position of a City employee or official is used in this Agreement relative to an action being taken or an approval being given (e.g. Zoning Administrator, City Engineer, Director of Department of Public Utilities), the individual’s designee shall be automatically be included therein.

**G39.0 REMEDIES CUMULATIVE.**

G39.1 The rights and remedies of the parties to this Agreement, whether provided by law and/or specified in this Agreement, shall be cumulative, and the specification or exercise

of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies as that Party deems appropriate.

**SPECIAL CONDITIONS FOR THE ANNEXATION OF  
THE SUBJECT PROPERTY**

To the extent that there is any inconsistency between the terms or conditions of the following Special Conditions and the General Conditions above, the terms and conditions set forth in the Special Conditions of this Agreement shall prevail. To the extent that provisions in the Special and General Conditions are not inconsistent, they shall be read together.

**S1.0 ANNEXATION AND ZONING.**

S1.1 The Zoning Classification for the SUBJECT PROPERTY determined in accordance with Title 6 of the Naperville Municipal Code shall be R1A (Low Density Single-Family Residence District).

S1.2 A plat of annexation prepared by Civil & Environmental Consultants, Inc. dated February 13, 2024, last revised May 28, 2024, which conforms with the statutory requirements is attached hereto and incorporated herein by reference as **EXHIBIT B**.

**S2.0 ANNEXATION FEES.**

S2.1 The Annexation Fee calculated in accordance with Section 1-9E-1 of the Naperville Municipal Code for the SUBJECT PROPERTY is \$4,000 which amount has been paid in full.

**S3.0 UTILITY REBATES, SPECIAL CONNECTION FEES, RECAPTURE  
FEES, SPECIAL ASSESSMENTS OR SPECIAL SERVICE AREAS  
TAXES.**

S3.1 There are currently no Utility Rebates, Recapture Fees, Special Assessments, or Special Service Area Taxes applicable to the SUBJECT PROPERTY.

S3.2 Notwithstanding the provisions of Section G11.3 herein, since the SUBJECT PROPERTY is located within the Naperville Fire Protection District, and prior to annexation was served by the Naperville Fire Department, the OWNER AND DEVELOPER has no obligation to make payment pursuant to 70 ILCS 705/20(e)(1)-(5).



**S4.0 ADDRESSES FOR NOTICES REQUIRED BY THIS AGREEMENT.**

**IF TO THE CITY:**

City Clerk, City of Naperville  
400 South Eagle Street  
Naperville, Illinois 60540

**WITH COPIES TO:**

City Attorney, City of Naperville  
400 South Eagle Street  
Naperville, Illinois 60540

**IF TO THE OWNER AND DEVELOPER:**

Andrew Cvengros and Kia Cvengros  
109 East 14<sup>th</sup> Avenue  
Naperville, Illinois 60563

**WITH COPIES TO:**

Eric Prechtel  
Rosanova & Whitaker, Ltd.  
445 Jackson Avenue  
Naperville, Illinois 60540

**S5.0 FIRE CODES AND REGULATIONS.**

S5.1 The provisions of Section G14.0 this Agreement notwithstanding, any amendments to the CITY'S Building, Fire, or Life Safety Codes or regulations approved and enacted after the EFFECTIVE DATE of this Agreement shall be applicable to the SUBJECT PROPERTY without exception.

**S6.0 EMERGENCY ACCESS.**

S6.1 OWNER AND DEVELOPER agree to construct, at OWNER AND DEVELOPER'S cost, two points of access for emergency vehicles when construction begins; said accesses will be maintained until the roadways are completed. Said emergency access shall consist of a hard surface with binder course and a minimum structural number of 2.36.

**S7.0 SCHOOL AND PARK DONATIONS.**

S7.1 As the SUBJECT PROPERTY is improved with a single-family residence and no additional structures are contemplated as part of the Preliminary/Final Plat of Subdivision for the SUBJECT PROPERTY, attached hereto and incorporated by reference as **EXHIBIT C**, no school and park donations will be required for the SUBJECT PROPERTY.

**S8.0 SIDEWALKS.**

S8.1 The OWNER AND DEVELOPER agree to install public sidewalk, at the OWNER AND DEVELOPER’S sole cost, across the Case Street frontage of the SUBJECT PROPERTY prior to issuance of the final occupancy permit or three (3) years after annexation of the SUBJECT PROPERTY or whichever is sooner. An extension of this timeframe may be granted in writing at the discretion of the City Engineer. This provision shall survive the expiration or termination of this Agreement.

**S9.0 PARK DISTRICT ANNEXATION**

S9.1 Notwithstanding the provisions of Section G4.0, the SUBJECT PROPERTY is currently within the boundary of the Naperville Park District; annexation to the Park District is not required.

**S10.0 EXISTING STRUCTURES**

S10.1 Existing structures located on the SUBJECT PROPERTY shall be demolished no later than ninety (90) days after recordation of this Agreement (“**DEMOLITION TIMEFRAME**”) unless otherwise agreed to in writing by the CITY Zoning Administrator. OWNER AND DEVELOPER shall apply for and obtain a demolition permit from the CITY prior to commencement of any demolition work. OWNER AND DEVELOPER shall provide written notice to the CITY Zoning Administrator (which may be submitted by email) within seven (7) days of completion of the demolition. If the demolition is not accomplished within the DEMOLITION TIMEFRAME, or any extension thereof approved in writing by the CITY Zoning Administrator, the OWNER AND DEVELOPER shall cause CITY inspection of all structures on the SUBJECT PROPERTY to occur, and within ninety (90) days after the expiration of the DEMOLITION TIMEFRAME, shall have said structures brought into conformity with all then applicable requirements set forth or referenced in the Naperville Municipal Code, as amended from time to time. Failure to cause the CITY inspection and to bring structures on the SUBJECT PROPERTY into conformity with requirements set forth or referenced in the Naperville Municipal Code as set forth above shall be deemed an ordinance violation for each day the violation continues and subject to prosecution as such.

**S11.0 ROAD IMPROVEMENT FEE**

S11.1 The OWNER AND DEVELOPER shall pay to the CITY a road improvement fee in the amount of \$30,390.75 (93.51 feet of frontage on Case Street at \$325 per

lineal foot), which is the proportionate cost for the roadway improvements to be made adjacent to the SUBJECT PROPERTY on Case Street. Said sum is due prior to the recordation of the Ordinance annexing the SUBJECT PROPERTY and prior to recordation of this Agreement.

**S12.0 CAPPING OF THE EXISTING WELL**

S12.1 OWNER AND DEVELOPER agree that the existing well on the SUBJECT PROPERTY shall be permanently capped within ninety (90) days of recordation of this Agreement with the DuPage County Recorder and shall not be used for any purpose at any time. OWNER AND DEVELOPER shall provide evidence demonstrating that the well on the SUBJECT PROPERTY has been capped and permanently abandoned per DuPage County Health Department regulations to the satisfaction of the CITY'S Department of Utilities-Water/Wastewater within ten (10) days of such closure. Failure to comply with these requirements shall entitle the City to deny issuance of future building permits for the SUBJECT PROPERTY. In addition, the City may take such other actions as it deems appropriate, including but not limited to filing ordinance violations against the OWNER AND DEVELOPER and their grantees, successors in interest, assignees, heirs, executors, or lessees. The provisions of this section S12.1 shall survive the expiration or termination of this Agreement.

**S13.0 EFFECTIVE DATE**

S13.1 The effective date (“EFFECTIVE DATE”) of this Agreement shall be the date it is fully executed by the Parties hereto.

/SIGNATURES ON FOLLOWING PAGE/

**IN WITNESS WHEREOF**, the parties set their hands and seals as of the EFFECTIVE DATE set forth in S13.0 hereof.

**CITY OF NAPERVILLE**

Attest

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

Scott A. Wehrli  
Mayor

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

Dawn C. Portner  
City Clerk

State of Illinois )

)

County of DuPage )

The foregoing instrument was acknowledged before me by Scott A. Wehrli, Mayor, and Dawn C. Portner, City Clerk, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public

-seal-

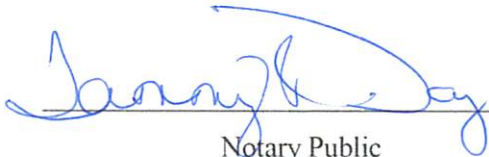
OWNER & DEVELOPER/KIA CVENGROS

By:   
Kia Cvengros, Owner

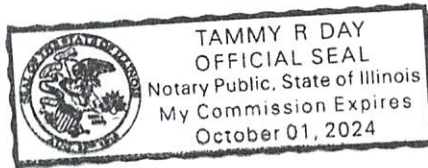
State of Illinois )

County of DuPage )

The foregoing instrument was acknowledged before me by Kia Cvengros this 9<sup>th</sup> day of June, 2024.

  
Notary Public

-seal-



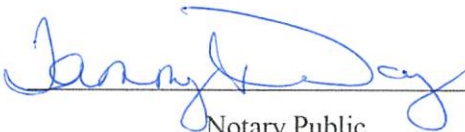
OWNER & DEVELOPER/ANDREW CVENGROS

By:   
Andrew Cvengros, Owner

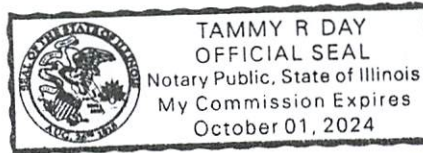
State of Illinois )

County of DuPage )

The foregoing instrument was acknowledged before me by Andrew Cvengros this 4<sup>th</sup> day of June, 2024.

  
Notary Public

-scal-



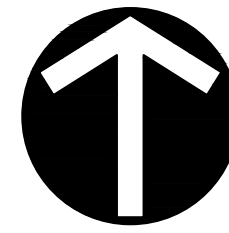
This instrument was prepared by The City of Naperville, 400 S. Eagle Street, Naperville, Illinois, 60540.

**LEGAL DESCRIPTION**

THE EAST 93.5 FEET OF LOT 11 AND THE EAST 93.5 FEET OF LOT 12 IN BLOCK 12 IN ARTHUR T. MCINTOSH AND COMPANY'S OGDEN HIGHLANDS, BEING A SUBDIVISION IN THE EAST 1/2 OF SECTION 7, AND THE WEST 1/2 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1925 AS DOCUMENT NO. 195889, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 26W325 CASE STREET, NAPERVILLE, ILLINOIS 60563

PIN: 08-07-404-015



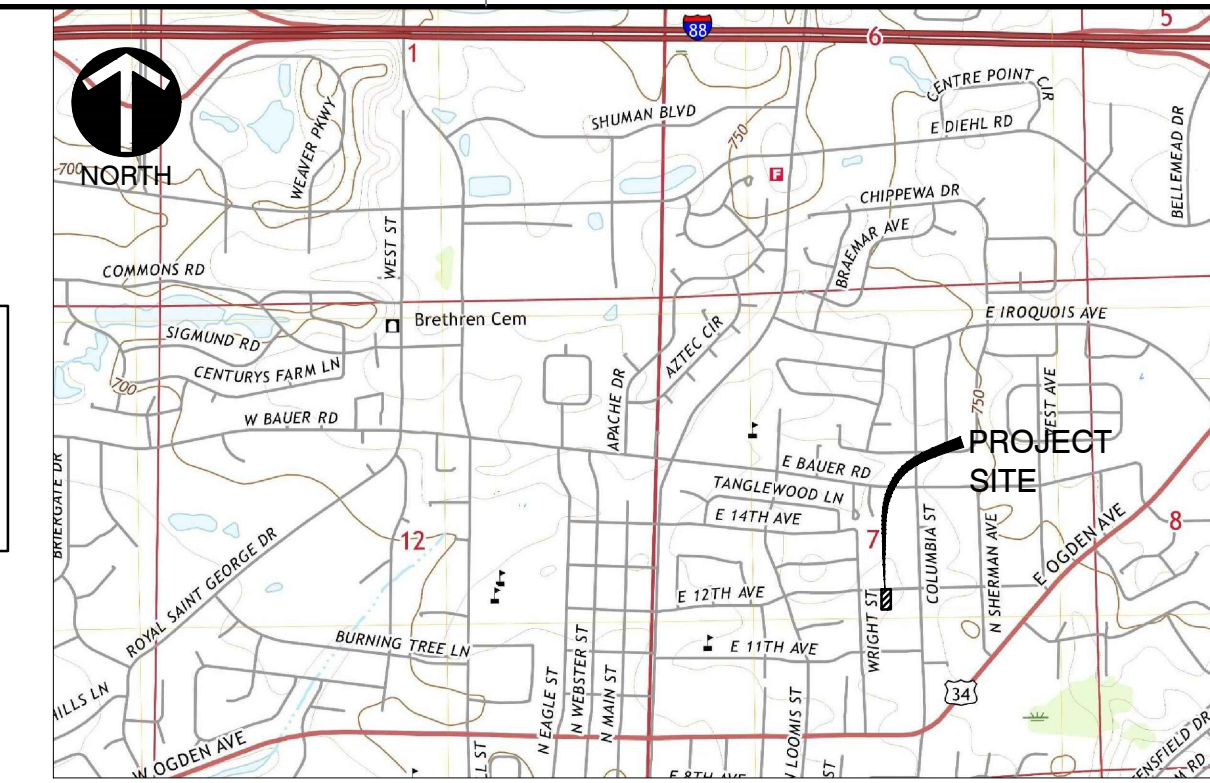
NORTH

# PLAT OF ANNEXATION FOR 26W325 CASE STREET NAPERVILLE, ILLINOIS 60563

AS PART OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 10, EAST  
OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 08-07-404-015  
ADDRESS: 26 W 325 CASE STREET,  
NAPERVILLE, ILLINOIS 60563  
ADDRESS AFTER ANNEXATION:  
616 CASE STREET,  
NAPERVILLE, ILLINOIS 60563

THIS PLAT HAS BEEN SUBMITTED FOR  
AND RETURN TO:  
NAME: NAPERVILLE CITY CLERK  
400 SOUTH EAGLE STREET  
NAPERVILLE, IL 60540



LOCATION MAP  
N.T.S.  
MAP PROVIDED BY USGS DATED 2021

**LEGEND:**

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	BUILDING SETBACK LINE
	RIGHT-OF-WAY CENTERLINE
	UNDERLYING LOT LINE
	EXISTING EASEMENT
	EXISTING NAPERVILLE CORPORATE LIMITS
	ANNEXATION BOUNDARY
	MONUMENTATION FOUND

**ABBREVIATIONS**

000.00' MEAS.	MEASURED DATA
000.00' REC.	RECORD DATA
P.U. & D.E.	PUBLIC UTILITIES & DRAINAGE EASEMENT
FIP	FOUND IRON PIPE
FIR	FOUND IRON ROD
PIN	PERMANENT INDEX NUMBER

**AREA SUMMARY**

GROSS LOT AREA:	18,708 S.F. (0.429 ACRES)
R.O.W. AREA:	6,171 S.F. (0.142 ACRES)
TOTAL ANNEXATION AREA:	24,879 S.F. (0.571 ACRES)

**CITY COUNCIL CERTIFICATE**

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY  
OF NAPERVILLE, ILLINOIS, AT A MEETING HELD

THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_

BY: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
CITY CLERK

**DUPAGE COUNTY RECORDER'S CERTIFICATE**

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

THIS INSTRUMENT \_\_\_\_\_ WAS FILED FOR  
RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS,

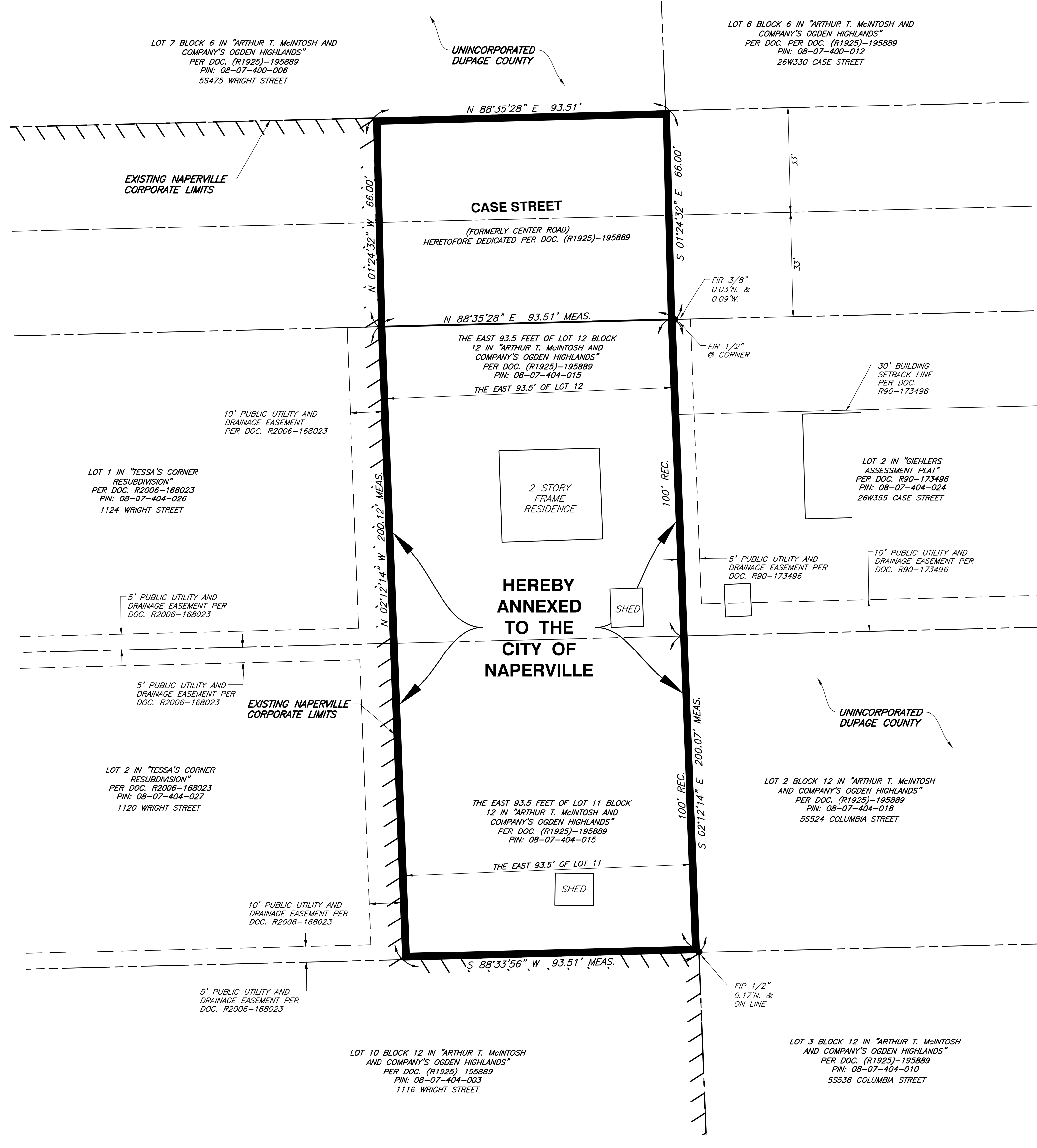
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

\_\_\_\_\_  
RECORDER OF DEEDS

**SURVEYOR'S NOTES:**

- ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- BASIS OF BEARINGS: THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON NSRS 2011 ILLINOIS STATE PLANE - EAST ZONE, VRS OBSERVATIONS.
- PROPERTY IS WITHIN THE NAPERVILLE PARK DISTRICT LIMITS AS SHOWN ON NAPERVILLE PARK DISTRICT MAP DATED FEBRUARY 9, 2024.
- THERE ARE HABITABLE STRUCTURES WITH AN ELECTOR ON THE PROPERTY ANNEXED HEREBY.



**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

I, TERRY D. WRIGHT, AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR,  
HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT FROM FIELD SURVEYS  
AND EXISTING PUBLIC RECORDS FOR THE PURPOSE OF ANNEXING THE  
FOLLOWING DESCRIBED PROPERTY TO THE CITY OF NAPERVILLE, ILLINOIS AND  
THE NAPERVILLE PARK DISTRICT.

THE EAST 93.5 FEET OF LOT 11 AND THE EAST 93.5 FEET OF LOT 12  
BLOCK 12 IN ARTHUR T. MCINTOSH AND COMPANY'S OGDEN HIGHLANDS  
BEING A SUBDIVISION IN THE EAST HALF OF SECTION 7 AND IN THE WEST  
HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE  
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED  
JULY 9, 1925 AS DOCUMENT 195889 IN DUPAGE COUNTY, ILLINOIS.

AND ALSO,

THAT PART OF CASE STREET HERETOFORE DEDICATED PER DOCUMENT  
195889, RECORDED JULY 9, 1925, LYING NORTH OF AND ADJACENT TO  
THE PARCEL DESCRIBED ABOVE.

THIS PLAT HAS BEEN PREPARED BY CIVIL & ENVIRONMENTAL CONSULTANTS,  
INC., UNDER MY PERSONAL DIRECTION FOR THE EXCLUSIVE USE OF THE  
CLIENT NOTED HEREON.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2024.

TERRY D. WRIGHT  
ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR NO. 035-004007  
LICENSE VALID THROUGH NOVEMBER 30, 2024  
CIVIL & ENVIRONMENTAL CONSULTANTS  
530 E. OHIO STREET, SUITE G  
INDIANAPOLIS, IN 46204  
PH: 317-655-7777

**REVISION RECORD**

NO.	DATE	DESCRIPTION
1	3/27/2024	REVISED PER CITY OF NAPERVILLE COMMENTS, DATED 03/27/2024
2	5/08/2024	RECEIVED PER CITY COMMENT, RECEIVED 05/08/2024

**CEC**  
Civil & Environmental  
Consultants, Inc.

1230 East Diehl Road  
Suite 200  
Naperville, IL 60563  
Ph: 630.963.6026  
www.cecinc.com

**PREPARED FOR**  
**MR. ANDREW CVENGROS**  
**109 EAST 14TH AVENUE**  
**NAPERVILLE, ILLINOIS 60563**

DRAWN BY:	ET	CHECKED BY:	MAJ	APPROVED BY:	TDW
DATE:	FEB. 13, 2024	DWG SCALE:	1"=20'	PROJECT NO.:	340-840.0001

PLAT OF ANNEXATION  
26W325 CASE STREET  
NAPERVILLE, ILLINOIS 60563

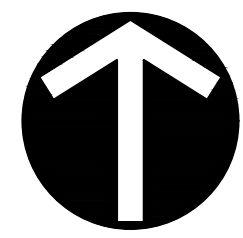
DRAWING NO.: **1**  
SHEET 1 OF 1

CITY PROJECT NUMBER 24-10000023

SCALE IN FEET  
0 20 40

P:\140-200\140-940-1\Sump\DWG\1501-PLAT OF ANNEXATION\340-840-0001-PLAT OF ANNEXATION.dwg (SHEET 1) LS(03/28/2024 - mhw) - LP: 5/28/2024 9:48 AM





NORTH

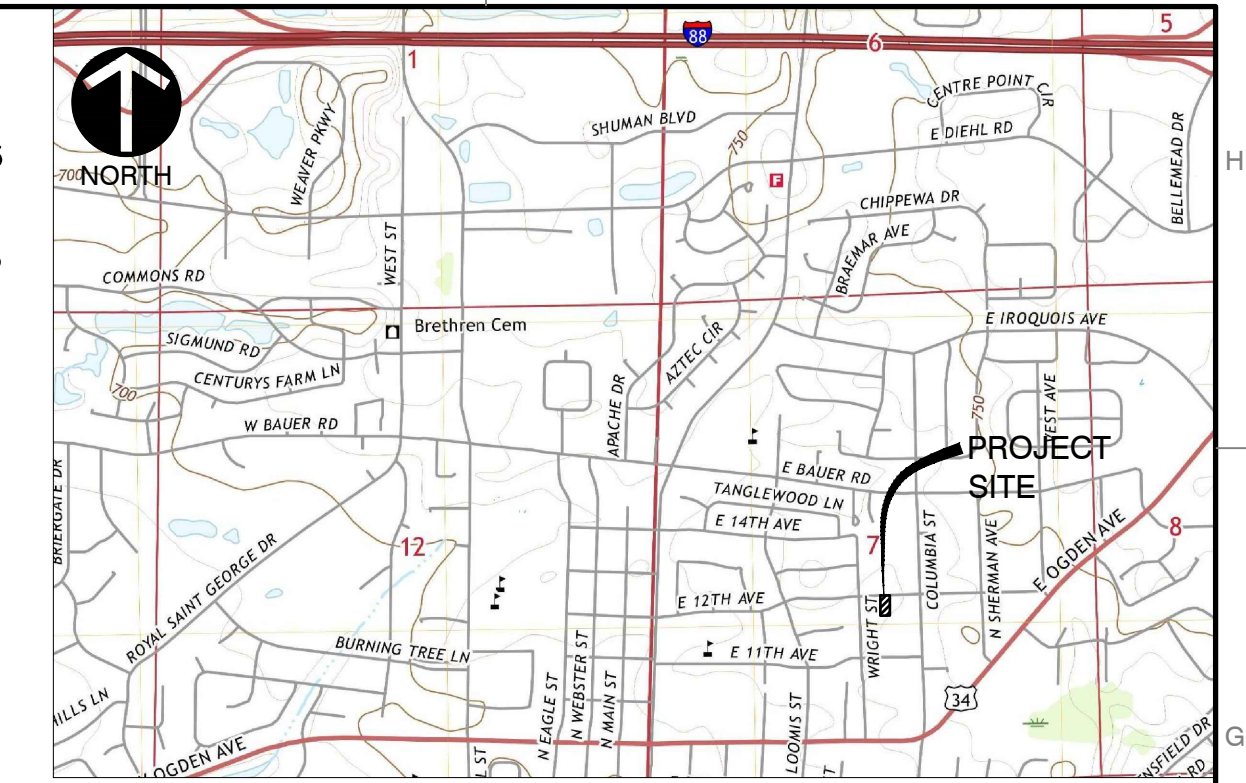
BASIS OF BEARINGS:  
ILLINOIS STATE PLANE -  
EAST ZONE

# PRELIMINARY/FINAL PLAT OF SUBDIVISION OF CVENGROS ESTATES

PART OF SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 10,  
EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

P.I.N.: 08-07-404-015  
ADDRESS: 26W325 CASE STREET  
NAPERVILLE, ILLINOIS 60563  
ADDRESS AFTER ANNEXATION:  
616 CASE STREET,  
NAPERVILLE, ILLINOIS 60563

THIS PLAT HAS BEEN SUBMITTED FOR  
AND RETURN TO:  
NAME: NAPERVILLE CITY CLERK  
400 SOUTH EAGLE STREET  
NAPERVILLE, IL 60540



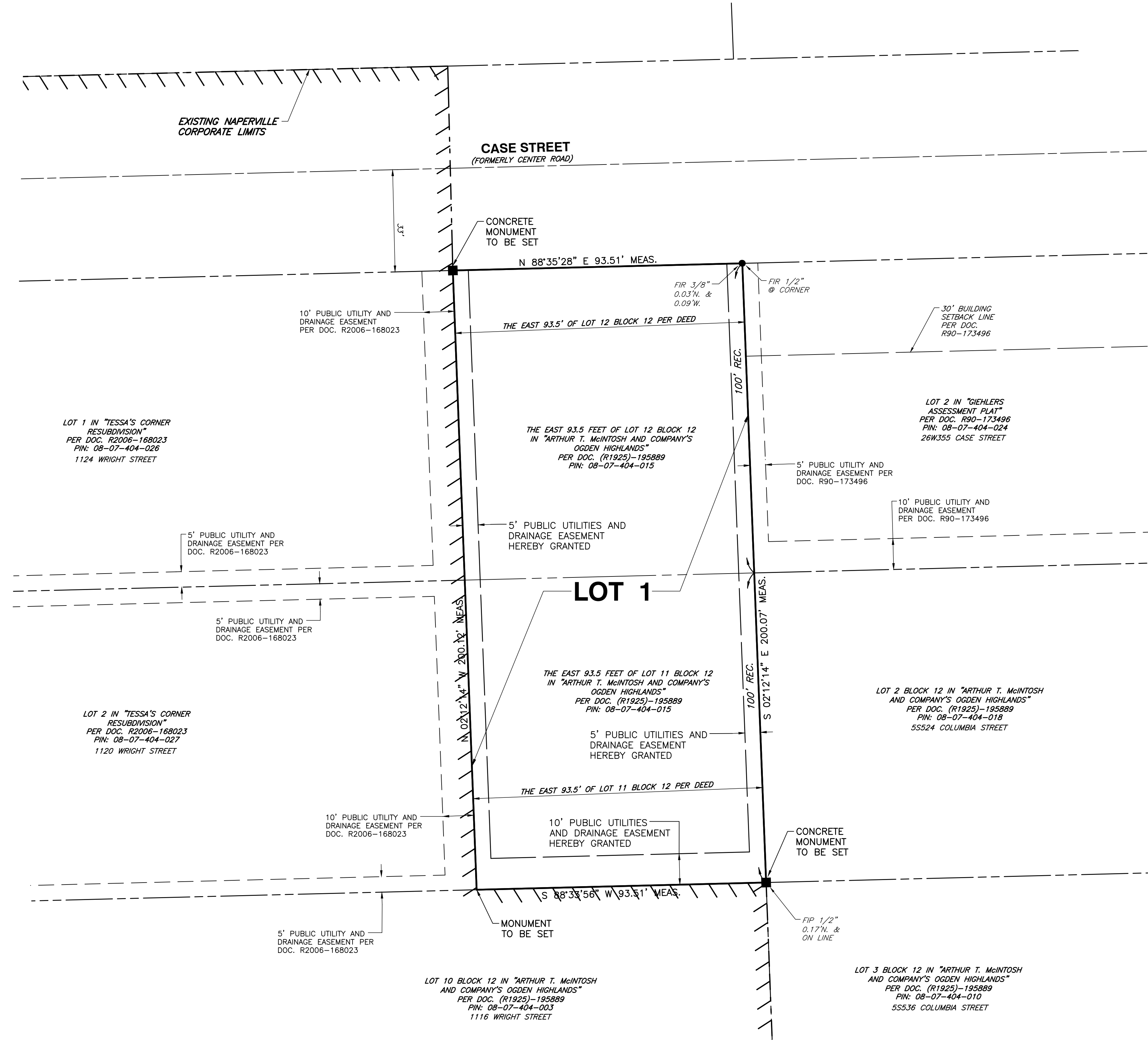
LOCATION MAP  
N.T.S.  
MAP PROVIDED BY USGS DATED 2021

### LEGEND

- BOUNDARY
- EXISTING LOT LINE
- PROPOSED LOT LINE
- UNDERLYING LOT LINE
- ADJACENT PROPERTY LINE
- BUILDING SETBACK LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- CENTER LINE
- EXISTING NAPERVILLE CORPORATE LIMITS
- SET CONCRETE MONUMENT
- MONUMENTATION FOUND PER FIELD OBSERVATIONS

### ABBREVIATIONS

- 000.00' MEAS. MEASURED DATA
- 000.00' REC. RECORD DATA
- P.U. & D.E. PUBLIC UTILITIES & DRAINAGE EASEMENT
- FIP FOUND IRON PIPE
- FIR FOUND IRON ROD
- PIN PERMANENT INDEX NUMBER



### AREA SUMMARY TABLE

GROSS BOUNDARY AREA	18,708 S.F. (0.429 AC.)
ROW DEDICATION	0 S.F. (0.000 AC.)
NET AREA	18,708 S.F. (0.429 AC.)

EASEMENTS:  
PROPOSED EASEMENTS:  
PUBLIC UTILITIES & DRAINAGE 2,836 S.F. (0.067 AC.)

### SURVEYOR'S NOTES:

- ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- DIMENSIONS ALONG CURVED LINES ARE ARC LENGTHS.
- ALL EASEMENTS DEPICTED ON THIS PLAT ARE HEREBY GRANTED.
- ALL EASEMENTS DEPICTED ON THE PLAT MAP ARE FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES UNLESS OTHERWISE NOTED.
- FLOODPLAIN ZONE - NOT IN FLOODPLAIN ZONE PER FEMA PANEL NUMBER 17043C0142J, DATED OF AUGUST 1, 2019.
- 3/4" I.D. X 24" LONG IRON PIPE PLACED AT ALL LOT CORNERS AND POINTS OF CURVATURE (UNLESS OTHERWISE NOTED) TO CONFORM TO ILLINOIS COMPILED STATUTES CHAPTER 765 ILCS 205/1 REGARDING PLACEMENT OF MONUMENTS.
- DENOTES CONCRETE MONUMENT TO BE SET.

### REVISION RECORD

NO.	DATE	DESCRIPTION
1	3/27/2024	REVISED PER CITY OF NAPERVILLE COMMENTS, DATED 03/27/2024



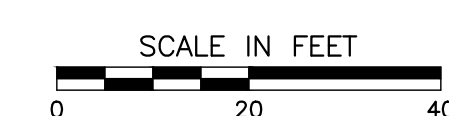
1230 East Diehl Road  
Suite 200  
Naperville, IL 60563  
Ph: 630.963.6026  
www.cecinc.com

PREPARED FOR  
**MR. ANDREW CVENGROS**  
109 EAST 14TH AVENUE  
NAPERVILLE, ILLINOIS 60563

DRAWN BY: ET | CHECKED BY: MAJ | APPROVED BY: TDW  
DATE: FEB. 13, 2024 | DWG SCALE: 1"=20' | PROJECT NO: 340-840.0001 | DRAWING NO.:

PLAT OF SUBDIVISION  
26W325 CASE STREET  
NAPERVILLE, ILLINOIS 60563

**SV01**  
SHEET 1 OF 2



CITY PROJECT NUMBER 24-10000023

P:\140-200\140-840-001-Sump\DWG\1501-PLAT OF SUBDIVISION\JOBLOG-307-PLAT OF SUBDIVISION.dwg (1501-PLAT OF SUBDIVISION) - UP: 4/9/2024 8:14 AM

PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF NAPERVILLE, ILLINOIS ("CITY") AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE OR CONTRACT WITH THE CITY, OR OTHERWISE AUTHORIZED BY THE CITY, INCLUDING BUT NOT LIMITED TO ILLINOIS BELL TELEPHONE COMPANY DBA AT&T ILLINOIS, NICOR GAS COMPANY, AND THEIR SUCCESSORS AND ASSIGNS, OVER, UPON, UNDER AND THROUGH ALL OF THE AREAS MARKED "PUBLIC UTILITIES AND DRAINAGE EASEMENTS" OR ("PU&DE") ON THE PLAT FOR THE PERPETUAL, RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS, COMMUNITY ANTENNAE TELEVISION SYSTEMS AND INCLUDING STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED BOTH FOR SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE CITY OF NAPERVILLE.

EASEMENTS ARE HEREBY RESERVED AND GRANTED TO THE CITY OF NAPERVILLE AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND SUBDIVIDED HEREBY OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES, INCLUDING BUT NOT LIMITED TO, WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE.

THERE IS HEREBY RESERVED FOR AND GRANTED TO THE CITY AN EASEMENT FOR RIGHT OF ACCESS ON, OVER, ALONG AND ACROSS THE PROPERTY DESCRIBED HEREIN FOR THE LIMITED PURPOSE OF READING, EXAMINING, INSPECTING, INSTALLING, OPERATING, MAINTAINING, EXCHANGING, REMOVING, REPAIRING, TESTING, AND/OR REPLACING CITY OWNED UTILITY EQUIPMENT AND METERS WHICH SERVE SAID PROPERTY, INCLUDING NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

DuPAGE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, \_\_\_\_\_, COUNTY CLERK OF DuPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_, COUNTY CLERK

DuPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS INSTRUMENT \_\_\_\_\_ WAS FILED FOR RECORD

IN THE RECORDER'S OFFICE OF DuPAGE COUNTY, ILLINOIS

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.,

\_\_\_\_\_, RECORDER OF DEEDS

OWNER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT \_\_\_\_\_ ARE THE OWNERS OF THE PROPERTY DESCRIBED ABOVE AND AS SUCH OWNERS, HAVE CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND SAID OWNERS, DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT \_\_\_\_\_ CITY \_\_\_\_\_, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_
SIGNATURE SIGNATURE

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_
PRINT TITLE PRINT TITLE

NOTARY'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT \_\_\_\_\_, PRINT NAME

\_\_\_\_\_, AND \_\_\_\_\_, PRINT NAME, TITLE SAID OWNER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGOING INSTRUMENT AS SUCH \_\_\_\_\_ AND \_\_\_\_\_, TITLE ARE RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND

ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNER FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, NOTARY PUBLIC SIGNATURE

\_\_\_\_\_, PRINT NAME

MY COMMISSION EXPIRES ON \_\_\_\_\_ MONTH \_\_\_\_\_ DATE \_\_\_\_\_, 20\_\_\_\_.

MORTGAGEE'S CERTIFICATE

STATE OF \_\_\_\_\_ } SS
COUNTY OF \_\_\_\_\_ }

\_\_\_\_\_, AS MORTGAGEE, UNDER THE PROVISIONS OF A CERTAIN MORTGAGE

DATED \_\_\_\_\_, A.D., 20\_\_\_\_ AND RECORDED IN THE RECORDER'S OF DEEDS

OFFICE OF \_\_\_\_\_ COUNTY, ILLINOIS ON THE \_\_\_\_\_ DAY \_\_\_\_\_ DATE

OF \_\_\_\_\_, A.D., 20\_\_\_\_ AS DOCUMENT NO. \_\_\_\_\_

HEREBY CONSENTS TO AND APPROVES THE SUBDIVISION OF THE LAND AND THE GRANTING OF THE EASEMENT(S) DEPICTED HEREON.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

PRINT MORTGAGEE NAME: \_\_\_\_\_

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_

ITS: \_\_\_\_\_ ITS: \_\_\_\_\_

MORTGAGEE NOTARY'S CERTIFICATE

STATE OF \_\_\_\_\_ } SS
COUNTY OF \_\_\_\_\_ }

THE UNDERSIGNED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT

(NAME) \_\_\_\_\_ (TITLE) \_\_\_\_\_

OF \_\_\_\_\_ AND (NAME) \_\_\_\_\_

(TITLE) \_\_\_\_\_ OF \_\_\_\_\_ WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH

(TITLE) \_\_\_\_\_ AND (TITLE) \_\_\_\_\_ RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT

OF SAID \_\_\_\_\_, AS MORTGAGEE, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

CITY OF NAPERVILLE ADMINISTRATIVE APPROVAL CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

APPROVED IN ACCORDANCE WITH THE ADMINISTRATIVE APPROVAL CRITERIA AND PROCEDURES SET FORTH IN SECTION 7-2-5 NAPERVILLE MUNICIPAL CODE.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

\_\_\_\_\_, ZONING ADMINISTRATOR
CITY OF NAPERVILLE
TRANSPORTATION, ENGINEERING
AND DEVELOPMENT BUSINESS GROUP

CITY TREASURER'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, TREASURER FOR THE CITY OF NAPERVILLE, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE ANNEXED PLAT.

DATED AT NAPERVILLE, ILLINOIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, CITY TREASURER/DIRECTOR, FINANCE DEPARTMENT

SCHOOL DISTRICT BOUNDARY STATEMENT

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THE UNDERSIGNED, BEING DULY SWORN, UPON HIS/HER OATH DEPOSES AND STATES AS FOLLOWS:

1. THAT \_\_\_\_\_ ARE THE OWNERS OF THE PROPERTY LEGALLY DESCRIBED ON THIS PLAT OF SUBDIVISION, WHICH HAS BEEN SUBMITTED TO THE CITY OF NAPERVILLE FOR APPROVAL, WHICH LEGAL DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE; AND

2. TO THE BEST OF THE OWNERS' KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION LIES IS:

NAPERVILLE COMMUNITY UNIT DISTRICT 203
203 W. HILLSIDE ROAD
NAPERVILLE, ILLINOIS 60540-6589

OWNERS: \_\_\_\_\_

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_
SIGNATURE SIGNATURE

TITLE: \_\_\_\_\_ ITS: \_\_\_\_\_
PRINT NAME PRINT NAME

SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, NOTARY PUBLIC

SURFACE WATER STATEMENT

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. \_\_\_\_\_
LICENSE VALID THROUGH \_\_\_\_\_

OWNER NAME: \_\_\_\_\_

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_
SIGNATURE SIGNATURE

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_
PRINT NAME PRINT TITLE

LAND SURVEYOR AUTHORIZATION TO RECORD PLAT

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO STATE THAT TERRY D. WRIGHT, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, BEING THE SAME LAND SURVEYOR WHO PREPARED AND CERTIFIED THE PLAT OF SUBDIVISION HEREON DRAWN, TITLED 'CVENGROS ESTATES' DO HEREBY AUTHORIZE THE CITY OF NAPERVILLE CITY CLERK OR AN EMPLOYEE OF THE CITY CLERK'S OFFICE TO PRESENT SAID PLAT OF SUBDIVISION TO THE DUPAGE COUNTY RECORDER OF DEEDS TO BE RECORDED.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-004007
LICENSE VALID THROUGH NOVEMBER 30, 2024

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, TERRY D. WRIGHT, AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.

THE EAST 93.5 FEET OF LOT 11 AND THE EAST 93.5 FEET OF LOT 12 BLOCK 12 IN ARTHUR T. McINTOSH AND COMPANY'S OGDEN HIGHLANDS BEING A SUBDIVISION IN THE EAST HALF OF SECTION 7 AND IN THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 9, 1925 AS DOCUMENT 195889 IN DUPAGE COUNTY, ILLINOIS.

I, FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF NAPERVILLE, WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-12-6, AS HERETOFORE AND HEREAFTER AMENDED AND THAT SAID SUBDIVISION IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NUMBER 17043C0142J, DATED AUGUST 1, 2019.

THIS PLAT HAS BEEN PREPARED BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC., ILLINOIS LICENSED PROFESSIONAL DESIGN FIRM NO. 184.004002, LICENSE EXPIRES APRIL 30, 2025, UNDER MY PERSONAL DIRECTION FOR THE EXCLUSIVE USE OF THE CLIENT NOTED HEREON.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, TERRY D. WRIGHT
ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR NO. 035-004007
LICENSE VALID THROUGH NOVEMBER 30, 2024
CIVIL & ENVIRONMENTAL CONSULTANTS
530 E. OHIO STREET, SUITE G
INDIANAPOLIS, IN 46204
PH: 317-655-7777



Civil & Environmental Consultants, Inc.

1230 East Diehl Road
Suite 200
Naperville, IL 60563
Ph: 630.963.6026
www.cecinc.com

PREPARED FOR
MR. ANDREW CVENGROS
109 EAST 14TH AVENUE
NAPERVILLE, ILLINOIS 60563

DRAWN BY: \_\_\_\_\_ ET CHECKED BY: \_\_\_\_\_ MAJ APPROVED BY: \_\_\_\_\_ TDW
DATE: FEB. 13, 2024 DWG SCALE: \_\_\_\_\_ PROJECT NO: 340-840.0001

PLAT OF SUBDIVISION
26W325 CASE STREET
NAPERVILLE, ILLINOIS 60563

DRAWING NO.:
SV01
SHEET 2 OF 2