

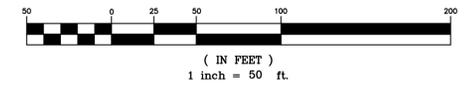
# PRELIMINARY PLAT OF SUBDIVISION FOR THE ATLAS SUBDIVISION

IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE  
9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PROPERTY ADDRESS: 2839 AUDREY AVENUE, NAPERVILLE, ILLINOIS 60540

P.I.N. 07-27-103-008

GRAPHIC SCALE

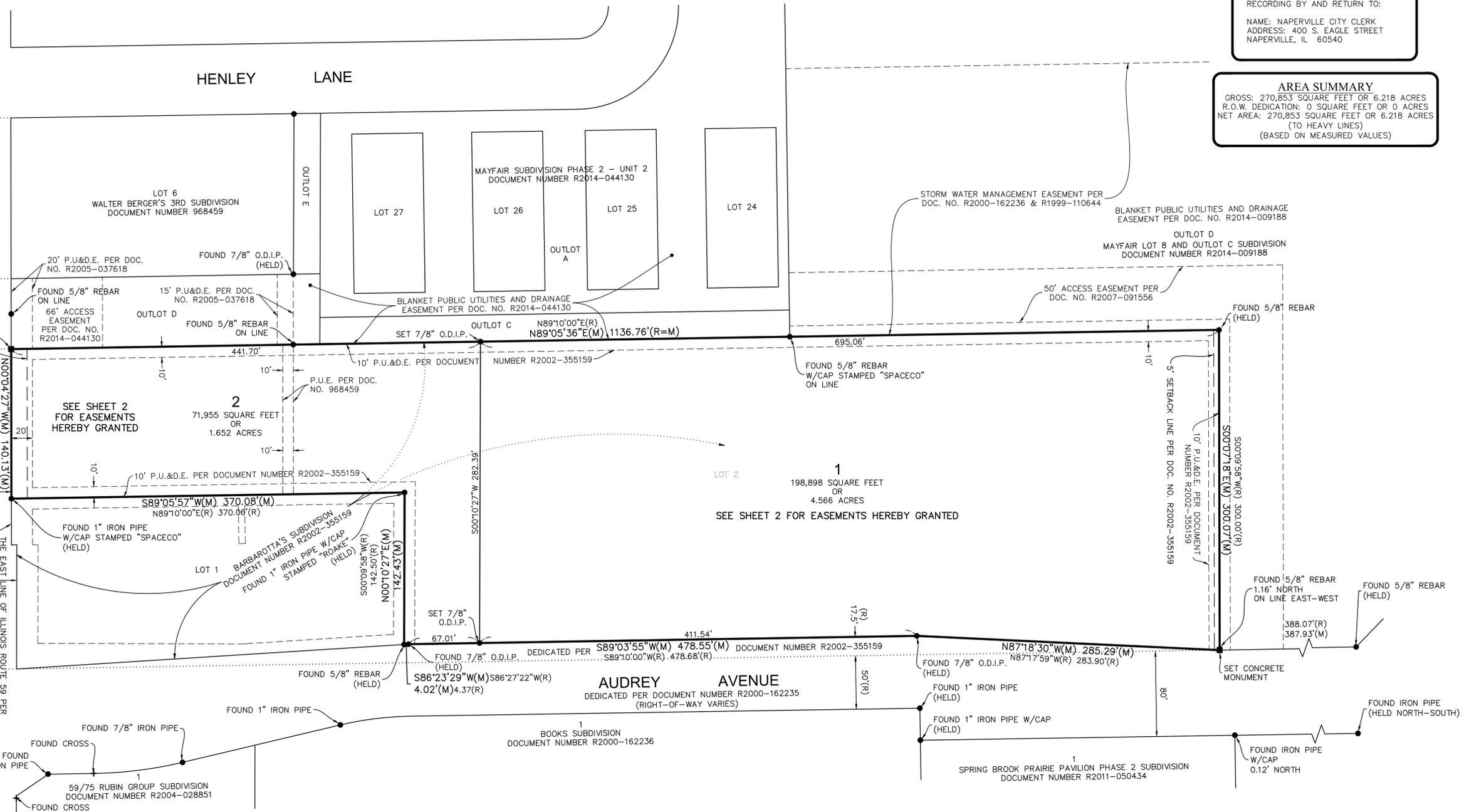


THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:  
NAME: NAPERVILLE CITY CLERK  
ADDRESS: 400 S. EAGLE STREET  
NAPERVILLE, IL 60540

**AREA SUMMARY**  
GROSS: 270,853 SQUARE FEET OR 6.218 ACRES  
R.O.W. DEDICATION: 0 SQUARE FEET OR 0 ACRES  
NET AREA: 270,853 SQUARE FEET OR 6.218 ACRES  
(TO HEAVY LINES)  
(BASED ON MEASURED VALUES)



VICINITY MAP  
NO SCALE



- LEGEND**
- SET 7/8" X 24" O.D.I.P. UNLESS OTHERWISE NOTED
  - SET CONCRETE MONUMENT UNLESS OTHERWISE NOTED
  - + SET CROSS IN CONCRETE UNLESS OTHERWISE NOTED

- ABBREVIATIONS**
- O.D.I.P. = OUTSIDE DIAMETER IRON PIPE
  - N = NORTH
  - S = SOUTH
  - E = EAST
  - W = WEST
  - (R) = RECORD BEARING OR DISTANCE
  - (M) = MEASURED BEARING OR DISTANCE
  - (C) = CALCULATED BEARING OR DISTANCE
  - (D) = DEED BEARING OR DISTANCE
  - B.S.L. = BUILDING SETBACK LINE
  - U.E. = UTILITY EASEMENT
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  - P.O.C. = POINT OF COMMENCEMENT
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  - P.U.&D.E. = PUBLIC UTILITIES & DRAINAGE EASEMENT
  - P.C.B.M.P. = POST CONSTRUCTION BEST MANAGEMENT PRACTICES EAST

- LINE LEGEND**
- SUBDIVISION BOUNDARY LINE
  - ADJACENT LAND PARCEL LINE
  - LOT LINE
  - EASEMENT LINE
  - - - CENTERLINE
  - BUILDING SETBACK LINE
  - SECTION LINE

**NOTES**

1. 7/8 INCH OUTSIDE DIAMETER X 24 INCH IRON PIPES SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
2. ALL MEASUREMENTS AND DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
3. THE BASIS OF BEARINGS FOR THIS SUBDIVISION IS THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), ZONE 1201 (ILLINOIS EAST).
4. THERE SHALL BE NO DIRECT ACCESS TO ILLINOIS ROUTE 59 FROM LOT 2. ALL ACCESS SHALL BE VIA INTERNAL CIRCULATION TO AUDREY AVENUE.
5. REGARDING CITY OF NAPERVILLE REQUIRED LAND-CASH DONATION: THE LAND-CASH AMOUNT DUE FOR THE PROPERTY SHOWN HEREON PURSUANT TO THE LAND-CASH PROVISIONS OF THE NAPERVILLE MUNICIPAL CODE IS TO BE PAID ON A PER PERMIT BASIS PRIOR TO ISSUANCE OF EACH BUILDING PERMIT FOR A RESIDENTIAL UNIT WITHIN THE PLATTED AREA PER SECTION 7-3-5.2.2 OF THE NAPERVILLE MUNICIPAL CODE. NO CREDIT SHALL BE GIVEN FOR ANY EXISTING STRUCTURE.

NO.	DATE	BY	BOOK	PAGE	PG	N/A
1	10-18-25	RHM				
2	12-02-25	RHM				
3	01-27-26	RHM				

**Kimley-Horn**  
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4201 WINDLE ROAD  
NAPERVILLE, ILLINOIS 60565  
WWW.KIMLEY-HORN.COM

**The Atlas Subdivision**  
City of Naperville  
DuPage County  
Illinois

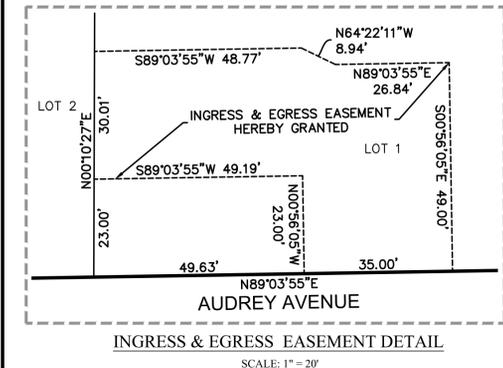
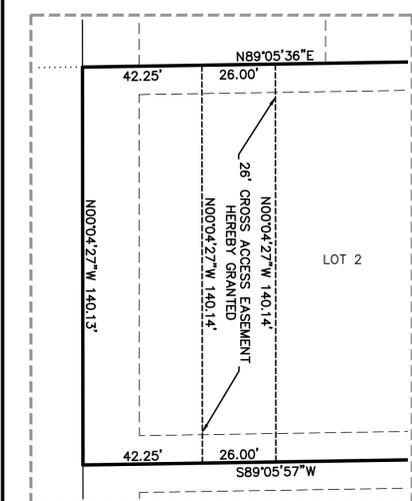
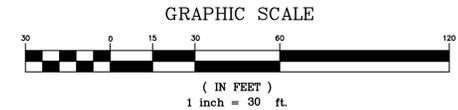
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CITY PROJECT # DEV-0149-2025

SCALE: 1" = 50'  
1 OF 2

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  - ADJACENT LAND PARCEL LINE
  - LOT LINE
  - CENTERLINE
  - BUILDING SETBACK LINE
  - SECTION LINE

- EASEMENT LINE LEGEND**
- EXISTING EASEMENT LINE
  - CROSS ACCESS EASEMENT H.B.G.
  - STORMWATER MANAGEMENT EASEMENT H.B.G.
  - PUBLIC UTILITY & DRAINAGE EASEMENT H.B.G.

**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, COMCAST OF ILLINOIS/WEST VIRGINIA, LLC, AND THEIR SUCCESSORS AND ASSIGNS, OVER, UPON, UNDER AND THROUGH ALL OF THE AREAS MARKED "PUBLIC UTILITIES AND DRAINAGE EASEMENTS" OR ("P.U.&D.E.") 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, CATCHBASINS, 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.

- ABBREVIATIONS**
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  - P.U.&D.E. = PUBLIC UTILITIES & DRAINAGE EASEMENT
  - P.C.B.M.P. = POST CONSTRUCTION BEST MANAGEMENT PRACTICES EAST
  - H.B.G. = HEREBY GRANTED

## INGRESS AND EGRESS EASEMENT PROVISIONS

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR VEHICULAR ACCESS IS HEREBY GRANTED OVER AND ACROSS THE PORTIONS OF LOT 1 AS MARKED AND IDENTIFIED AS "INGRESS AND EGRESS EASEMENT" ON THIS PLAT FOR THE BENEFIT OF LOT 2.

THE OWNER(S) OF LOT 1 SHALL KEEP AND MAINTAIN THE "INGRESS AND EGRESS EASEMENT" IN GOOD ORDER AND REPAIR, AND IMPROVED WITH A CONTINUOUS IMPERVIOUS MATERIAL (SUCH AS CONCRETE OR ASPHALT) OF SUFFICIENT BEARING STRENGTH SO AS TO ACCOMMODATE PASSENGER VEHICLE TRAFFIC.

OTHER THAN TEMPORARY OBSTRUCTIONS FOR MAINTENANCE, REPAIR AND REPLACEMENT, AND EXCEPT FOR EMERGENCY SITUATIONS, NO OBSTRUCTIONS OR BARRIERS SHALL BE ERRECTED ON OR ABOUT THE "INGRESS AND EGRESS EASEMENT". IN ESTABLISHING AND/OR MAINTAINING THE GRADE LEVEL OF THE IMPERVIOUS SURFACE OF THE "INGRESS AND EGRESS EASEMENT" AREA, THE OWNER(S) OF LOT 1 SHALL COOPERATE WITH THE RESPECTIVE OWNER(S) OF LOT 2 TO PROVIDE A REASONABLY CONSISTENT GRADE LEVEL SO AS TO PERMIT UNOBSTRUCTED VEHICLE MOVEMENTS AND CONSISTENT MAINTENANCE. FOR PURPOSES OF "INGRESS AND EGRESS EASEMENT", MAINTENANCE SHALL BE DEEMED TO INCLUDE (BUT NOT BE LIMITED TO) THE REPAIR OF POTHOLES AND CRACKS, KEEPING THE SURFACE OF THE EASEMENT AREA FREE OF SNOW AND ICE, AND PROVIDING SURFACE STRIPING FOR THE COORDINATED MOVEMENT AND CIRCULATION OF VEHICLES THROUGH THE EASEMENT AREA.

THE OWNERS OF BOTH LOT 1 AND LOT 2 SHALL PROCURE AND MAINTAIN IN FORCE, AND WILL CAUSE ITS CONSULTANTS, CONTRACTORS AND SUBCONTRACTORS TO PROCURE AND MAINTAIN IN FORCE, COMPREHENSIVE COMMERCIAL GENERAL LIABILITY INSURANCE INSURING AGAINST ANY AND ALL LIABILITY OF THE RESPECTIVE PARTIES WITH RESPECT TO THEIR OWN PARCEL ARISING OUT OF THE USE OF THE INGRESS AND EGRESS EASEMENT.

THE OWNERS OF BOTH LOT 1 AND LOT 2 AGREE TO INDEMNIFY, DEFEND AND HOLD EACH OTHER HARMLESS AGAINST ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, LIABILITIES AND EXPENSES AND ALL SUITS, ACTIONS AND JUDGMENTS (INCLUDING ATTORNEY FEES AND COURT COSTS) ARISING OUT OF, OR IN ANY WAY RELATED TO EACH PARTIES BREACH OF THIS AGREEMENT AND EACH PARTIES USE OF THE INGRESS AND EGRESS EASEMENT AREA.

LOT 1 OWNER MAY AT ANY TIME MAKE CHANGES TO THE INGRESS AND EGRESS EASEMENT AREA IN ANY MANNER THAT DOES NOT MATERIALLY DIMINISH LOT 2 OWNERS ABILITY TO ACCESS ITS PROPERTY.

LOT 2 OWNER SHALL REIMBURSE LOT 1 OWNER FOR FIFTY (50%) PERCENT OF ALL MAINTENANCE, REPAIR AND REPLACEMENT EXPENSES ASSOCIATED WITH THE INGRESS AND EGRESS EASEMENT AREA WITHIN TEN (10) DAYS OF LOT OWNER PROVIDING LOT 2 OWNER WITH AN INVOICE FOR SAID MAINTENANCE, REPAIR AND REPLACEMENT WORK.

## CROSS ACCESS EASEMENT PROVISIONS

A PERPETUAL NON-EXCLUSIVE EASEMENT FOR VEHICULAR ACCESS IS HEREBY GRANTED OVER AND ACROSS THE PORTIONS OF LOT 2 AS MARKED AND IDENTIFIED AS "CROSS ACCESS EASEMENT" ON THIS PLAT.

THE OWNER(S) OF LOT 2 SHALL, AT ITS (THEIR) SOLE EXPENSE, KEEP AND MAINTAIN THE "CROSS ACCESS EASEMENT" IN GOOD ORDER AND REPAIR, AND IMPROVED WITH A CONTINUOUS IMPERVIOUS MATERIAL (SUCH AS CONCRETE OR ASPHALT) OF SUFFICIENT BEARING STRENGTH SO AS TO ACCOMMODATE VEHICLE TRAFFIC.

NO OBSTRUCTIONS OR BARRIERS SHALL BE ERRECTED ON OR ABOUT "CROSS ACCESS EASEMENT". IN ESTABLISHING AND/OR MAINTAINING THE GRADE LEVEL OF THE IMPERVIOUS SURFACE OF THE "CROSS ACCESS EASEMENT" AREA, THE OWNER(S) OF LOT 2 SHALL COOPERATE WITH THE RESPECTIVE OWNERS OF THE PARCELS TO THE NORTH AND SOUTH TO PROVIDE A REASONABLY CONSISTENT GRADE LEVEL SO AS TO PERMIT UNOBSTRUCTED VEHICLE MOVEMENTS AND CONSISTENT MAINTENANCE. FOR PURPOSES OF "CROSS ACCESS EASEMENT", MAINTENANCE SHALL BE DEEMED TO INCLUDE (BUT NOT BE LIMITED TO) THE REPAIR OF POTHOLES AND CRACKS, KEEPING THE SURFACE OF THE EASEMENT AREA FREE OF SNOW AND ICE, AND PROVIDING SURFACE STRIPING FOR THE COORDINATED MOVEMENT AND CIRCULATION OF VEHICLES THROUGH THE EASEMENT AREA.

## AUDREY AVENUE

## STORMWATER MANAGEMENT EASEMENT AND COVENANT PROVISIONS

THE OWNER, OR THE PROPERTY OWNER'S ASSOCIATION (POA) IN THE CASES WHERE MULTIPLE OWNERS ARE INVOLVED, SHALL HAVE FULL RESPONSIBILITY FOR MAINTENANCE OF THE STORMWATER MANAGEMENT DETENTION/RETENTION AREAS ON LOT 1.

THE OWNER, OR THE POA, SHALL HAVE THE PERPETUAL DUTY AND OBLIGATION TO PERFORM OR HAVE PERFORMED ALL MAINTENANCE ON SAID LOT 1 AND ALL MAINTENANCE OF THE STORMWATER MANAGEMENT DETENTION/RETENTION AREAS SO THAT THEY FUNCTION AS HYDRAULICALLY AND HYDROLOGICALLY PLANNED IN ACCORDANCE WITH ALL APPLICABLE STATUTES, ORDINANCES, AND RULES AND REGULATIONS.

NEITHER THE OWNER, THE POA, NOR ANY OF THEIR AGENTS OR CONTRACTORS SHALL DESTROY OR MODIFY THE GRADES OR SLOPES WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY ENGINEER OF THE CITY OF NAPERVILLE OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES ON LOT 1.

THE POA MAY ASSESS ITS MEMBERS ON A YEARLY BASIS FOR A PRORATED SHARE OF THE COST TO MAINTAIN THE STORMWATER MANAGEMENT DETENTION /RETENTION AREAS ON LOT 1.

PERPETUAL PUBLIC STORMWATER AND DRAINAGE EASEMENTS ARE HEREBY GRANTED TO THE CITY OF NAPERVILLE, ITS AGENTS, SUCCESSORS AND ASSIGNS, OR ANY OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES, OVER, ON, ACROSS AND UNDER ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT EASEMENT" OR ("S.M.E.") ON THE PLAT FOR THE RIGHT, PRIVILEGE, AND AUTHORITY FOR THE PURPOSES OF:

- SURVEYING, CONSTRUCTING, RECONSTRUCTING, REPAIRING, INSPECTING, MAINTAINING, AND OPERATING ALL STORMWATER MANAGEMENT FACILITIES, STRUCTURES, GRADES, AND SLOPES ON LOT 1.
- ENTERING ONTO LOT 1 OR ANY ADJOINING LOT TO PERFORM THE WORK SPECIFIED IN PARAGRAPH 1 TOGETHER WITH THE RIGHT OF ACCESS FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE REQUIRED WORK.
- CUTTING DOWN, TRIMMING, OR REMOVING TREES, SHRUBS, PLANTS, MULCH, LANDSCAPING STRUCTURES, RETAINING WALLS OR ANY OTHER MATERIALS ON LOT 1 WHICH INTERFERE WITH THE OPERATIONS OF THE STORMWATER FUNCTIONS.

NO PERMANENT BUILDINGS, OR UTILITY FACILITIES SHALL BE CONSTRUCTED ON LOT 1 BY THE OWNER, OR THE OWNER'S SUCCESSORS IN INTEREST, BUT SAID LOT 1 MAY BE USED FOR OTHER PURPOSES THAT DO NOT NOW OR LATER INTERFERE OR CONFLICT WITH THE AFORESAID USES OR RIGHTS OR IN ANY WAY AFFECT OR IMPEDE THE STORAGE OR FREE FLOW OF STORMWATER ON AND OVER SAID LOT 1.

IF EITHER THE OWNER OR POA FAILS TO MAINTAIN THE STORMWATER DETENTION/RETENTION FACILITIES ON LOT 1 AS REQUIRED, THE CITY OF NAPERVILLE OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES ON LOT 1, SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER THE PROPERTY TO PERFORM MAINTENANCE, REPAIR, CONSTRUCTION, OR RECONSTRUCTION NECESSARY TO MAINTAIN STORMWATER STORAGE OR FLOW ON LOT 1.

THE OWNER OF THE LOT CREATED BY THE FINAL PLAT OF SUBDIVISION, OR THEIR HEIRS, LEGATEES, ASSIGNS, OR SUCCESSORS IN INTEREST, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL COSTS INCURRED BY THE CITY OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES ON LOT 1, IN PERFORMING SUCH WORK, PLUS AN ADDITIONAL TWENTY (20%) PERCENT AND ANY REASONABLE ATTORNEYS' FEES, INCLUDING THE COSTS OF IN-HOUSE COUNSEL, CONNECTED WITH THE COLLECTION OF SUCH COSTS.

THE ACTUAL COSTS OF THE CITY, OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION, TO PERFORM ANY NECESSARY WORK, AS DETERMINED BY THE CITY, OR SUCH OTHER GOVERNMENTAL ENTITY, PLUS TWENTY (20%) PERCENT AND ALL ATTORNEYS' FEES, SHALL CONSTITUTE A LIEN AGAINST THE INDIVIDUAL LOTS, WHICH LIEN MAY BE FORECLOSED BY AN ACTION BROUGHT IN A COURT OF COMPETENT JURISDICTION BY OR ON BEHALF OF THE CITY OR SUCH OTHER GOVERNMENTAL ENTITY.

THE PROVISIONS OF THESE COVENANTS AND DECLARATIONS RELATING TO STORMWATER OBLIGATIONS SHALL NOT BE AMENDED, MODIFIED, OR ABROGATED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE CITY OR OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION OVER DRAINAGE OR STORMWATER FACILITIES ON LOT 1.

ALL OF THE ABOVE-STATED OBLIGATIONS SHALL ALSO BE CLEARLY REFERENCED IN ANY COVENANTS, CONDITIONS, DECLARATIONS, AND RESTRICTIONS RECORDED AGAINST ANY OF THE LOTS CREATED BY THIS FINAL PLAT OF SUBDIVISION, AND IN ANY DEEDS OR TITLE DOCUMENTATION REQUIRED FOR THE CONVEYANCE OF ANY OF SUCH INDIVIDUAL LOTS OR UNITS.

1  
198,898 SQUARE FEET  
OR  
4.566 ACRES

NO.	DATE	BY	BOOK	PG	N/A
1	10-16-25	RHM			
2	12-02-25	RHM			
3	01-27-26	RHM			

**Kimley-Horn**  
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**The Atlas Subdivision**  
City of Naperville  
DuPage County  
Illinois

**COMPASS SURVEYING LTD**  
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