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CURRENT UNINCORPORATED

PROPERTY ADDRESS:
26W021 PARKSIDE ROAD
NAPERVILLE, IL 60540

CITY OF NAPERVILLE
PROPERTY ADDRESS:
(UPON ANNEXATION)
(LOT 1) 1084 PARKSIDE ROAD
(LOT 2) 1076 PARKSIDE ROAD
NAPERVILLE, IL 60540

P.I.N.
08-19-221-007

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

ANNEXATION AGREEMENT
(HMHM SUBDIVISION)

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 Herbert Martinez Jr. and Megan Martinez, 26W021 Parkside Road, Naperville Illinois 60540 (together referenced herein as "**OWNER AND DEVELOPER**"). CITY AND OWNER AND DEVELOPER are together hereinafter referred to as the "**parties**" and sometimes individually as "**party**".

RECITALS

1. **WHEREAS**, the OWNER AND DEVELOPER are the owners of record of all of the real property described in **EXHIBIT A**, 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 with the Naperville City Clerk for Annexation, Zoning to R1A (Low Density Single-Family Residence District) upon annexation, approval of a preliminary/final plat of subdivision for the HMHM Subdivision in order to subdivide the SUBJECT PROPERTY into two parcels (Lot 1 and Lot 2). OWNER AND DEVELOPER currently intend to retain the existing residential home located on what will become Lot 1 after subdivision and to construct another residential home on what will become Lot 2 after subdivision.

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.

G11.4 This provisions of this Section G11.00 and each subpart hereof 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 G14.2F

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 OWNER AND 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 and all, 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 If this Agreement is signed by other than the OWNER AND DEVELOPER, 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. If OWNER AND DEVELOPER is an entity and not one or more individuals, 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.

G40.0 ONGOING COMPLIANCE.

G40.1 In the development and operation of the SUBJECT PROPERTY, the OWNER AND DEVELOPER shall be subject to and shall comply with: (i) the terms of this Agreement; (ii) the provisions of the Naperville Municipal Code, as amended from time to time, including but not limited to Title 5 (Building Regulations) and Title 6 (Zoning Regulations); (iii) all ordinances and resolutions passed or adopted by the Naperville City Council related to the SUBJECT PROPERTY; (iv) building permits issued by the CITY for any portion of the SUBJECT PROPERTY prior to construction; and (v) all applicable laws and regulations.

S41.0 COUNTERPARTS. For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of such counterparts when taken together shall constitute but one and the same document which shall be sufficiently evidenced by any such counterpart.

**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.

S1.2 A plat of annexation prepared by TFW Consulting, INC. dated 8/29/25, last revised 12/10/25, 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 \$4,000.00, which 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, etc. 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).

S3.3 See recapture provisions for sanitary sewer main set forth in Section S9 hereof.

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:

Herbert Martinez Jr. and Megan Martinez
26W021 Parkside Road
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.

S5.2 On February 17, 2026 an inspection of the SUBJECT PROPERTY was performed by the CITY'S Fire Department. At the time the inspection was conducted, no apparent violations were noted.

S6.0 EMERGENCY ACCESS.

S6.1 OWNER AND DEVELOPER agrees 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 OWNER AND DEVELOPER agrees to abide by the school and park donation provisions set forth in Section 7-3-5 (Dedication of Park Lands and School Sites or for Payments of Fees in Lieu of) of the Naperville Municipal Code, as amended from time to time. Further, OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required park donation pursuant to the "Per Permit Payment" provisions set forth in Section 7-3-5:5.2.2 of the Naperville Municipal Code. Said Per Permit Payment shall be calculated based on the school and park donation tables set forth in Section 7-3-5 of the Naperville Municipal Code in effect at the time of the building permit issuance and shall be made prior to issuance of the building permit. Payment of the required park donation shall not be paid under protest, or otherwise objected to. The provisions set forth in this Section S7.1 shall survive the expiration or termination of this Agreement.

S8.0 SIDEWALKS.

S8.1 The OWNER AND DEVELOPER shall pay to the CITY a sidewalk in-lieu-of fee in the amount of \$11,700.00 (150 feet of frontage on Parkside Road at \$78 per lineal foot),

which is the proportionate cost for the sidewalk improvements to be made adjacent to the SUBJECT PROPERTY on Parkside Road. Said sum is due prior to the recordation of the Ordinance annexing the SUBJECT PROPERTY and prior to recordation of this Agreement.

S9.0 RECAPTURE FOR EXISTING ONSITE PARKSIDE SANITARY SEWER MAIN

S9.1 The properties to the north of the SUBJECT PROPERTY (hereinafter the “1075 Parkside Property” and the “1079 Parkside Property”), were the subject of separate CITY ordinances and separate annexation agreements annexing said properties to the CITY. The owners of the 1075 Parkside Property and the 1079 Parkside Property retained MATHIESON HOUSE, LLC, an Illinois limited liability company D/B/A M House, having a business address of 710 E Ogden Avenue, Suite 250, Naperville, IL 60563 (hereinafter “M. House”) to construct certain offsite public sanitary sewer main, a portion of which offsite costs have been reimbursed by the CITY, and also to construct certain onsite sanitary sewer main from the west side of the 1075 PARKSIDE PROPERTY to the east side of the 1079 PARKSIDE PROPERTY, a portion of which onsite public sanitary sewer main benefits other properties including the SUBJECT PROPERTY. Since the SUBJECT PROPERTY is benefitted by said onsite sanitary sewer main installation, and in lieu of being added to a separate recapture agreement to require payment of its share of said improvements, OWNER AND DEVELOPER hereby agrees to pay a recapture amount to the CITY for a portion of the costs of said onsite sanitary sewer main improvements, which shall then be paid by the CITY to M. House. Said recapture amount is \$14,381.84 (based on the acreage of all benefitting properties as determined by the City) plus interest calculated on the basis of the Engineering News Record Construction Cost Index from July 2025 to June 2026 in the amount of \$377.35, for a total recapture payment due of \$14,759.19. Said sum is due prior to the recordation of the Ordinance annexing the SUBJECT PROPERTY and prior to recordation of this Agreement.

S10.0 PARK DISTRICT ANNEXATION

S10.1 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.

S11.0 ROAD IMPROVEMENT FEE

S11.1 The OWNER AND DEVELOPER shall pay to the CITY a road improvement fee in the amount of \$48,750.00 (150 feet of frontage on Parkside Road at \$325 per

lineal foot), which is the proportionate cost for the roadway improvements to be made adjacent to the SUBJECT PROPERTY on Parkside Road. 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 AND TERMINATION OF SEPTIC

S12.1 Prior to connection of all of any portion of the SUBJECT PROPERTY to any CITY utility, OWNER AND DEVELOPER shall provide written evidence and documentation to the satisfaction of the City's Director of the City's Department of Utilities-Water/Wastewater demonstrating that: (i) the well has been capped and permanently abandoned per DuPage County Health Department regulations then in effect and is no longer being used for any purpose; and (ii) that the septic field has also been terminated and capped per DuPage County Health Department regulations then in effect. Failure to comply with either of 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. Each day such violations continue shall be deemed a separate ordinance violation and subject to prosecution as such. 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 described in Section S13.1 hereof.

CITY OF NAPERVILLE

By: _____	Attest By: _____
Scott A. Wehrli	Dawn C. Portner
Mayor	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 _____, 2026.

Notary Public

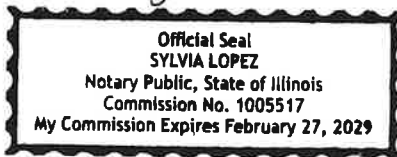
-seal-

OWNER AND DEVELOPER: HERBERT MARTINEZ JR.

By: [Signature]

State of Illinois)
)
County of Dupage)

The foregoing instrument was acknowledged before me by Heriberto Martinez this 10th day of August, 2026.



[Signature]
Notary Public

-seal-

OWNER AND DEVELOPER: MEGAN MARTINEZ

By: Megan Martinez

State of Illinois)
)
County of Dupage)

The foregoing instrument was acknowledged before me by Megan Martinez this 10th day of August, 2026.



[Signature]
Notary Public

-seal-

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

Exhibit A

LEGAL DESCRIPTION

LOT 1 IN BLOCK 7 IN ARTHUR T, MCINTOSH AND COMPANY'S NAPERVILLE ESTATES,
BEING A SUBDIVISION OF PART OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 10, EAST
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
MAY 20, 1927 AS DOCUMENT 236013, IN DUPAGE COUNTY, ILLINOIS.

Permanent Index Number(s):

08-19-221-007-0000

Common Address:

26W021 Parkside Road, Naperville, IL 60540

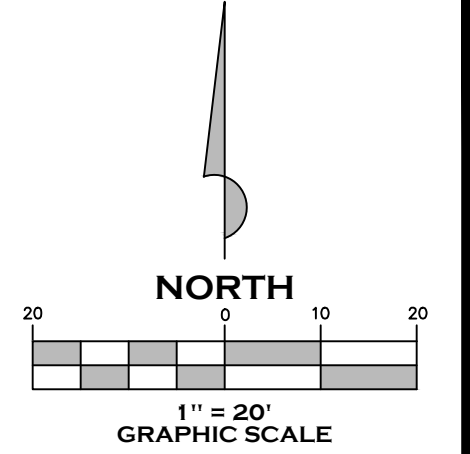
LOT 1 IN BLOCK 7 IN ARTHUR T. MCINTOSH AND COMPANY'S NAPERVILLE ESTATES, BEING A SUBDIVISION OF PART OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 20, 1927 AS DOCUMENT 236013, IN DUPAGE COUNTY, ILLINOIS.
(PER DEED DOCUMENT NUMBER 223242)

TOGETHER WITH THAT PART OF PARKSIDE ROAD HERETOFORE DEDICATED PER DOCUMENT 236013, RECORDED MAY 20, 1927 LYING NORTH OF AND ADJACENT TO THE PARCEL DESCRIBED ABOVE NOT PREVIOUSLY ANNEXED.

**PROPERTY ADDRESS:
26W021 PARKSIDE ROAD
PIN # 08-19-221-007**

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

**COPYRIGHT © 2025
TFW CONSULTING
INC.**

[illegible]

TFW CONSULTING, INC

SURVEYING • ENGINEERING • PLANNING
1761NORTH DILLEYS ROAD • SUITE 105 • GURNEE, ILLINOIS • 60031
PHONE: 847-548-6600
info@tfwsurvey.com
Firm Registration #184-002793
www.tfwsurvey.com

HERB MARTINEZ
26W021 PARKSIDE ROAD
NAPERVILLE, IL 60540
PLAT OF ANNEXATION

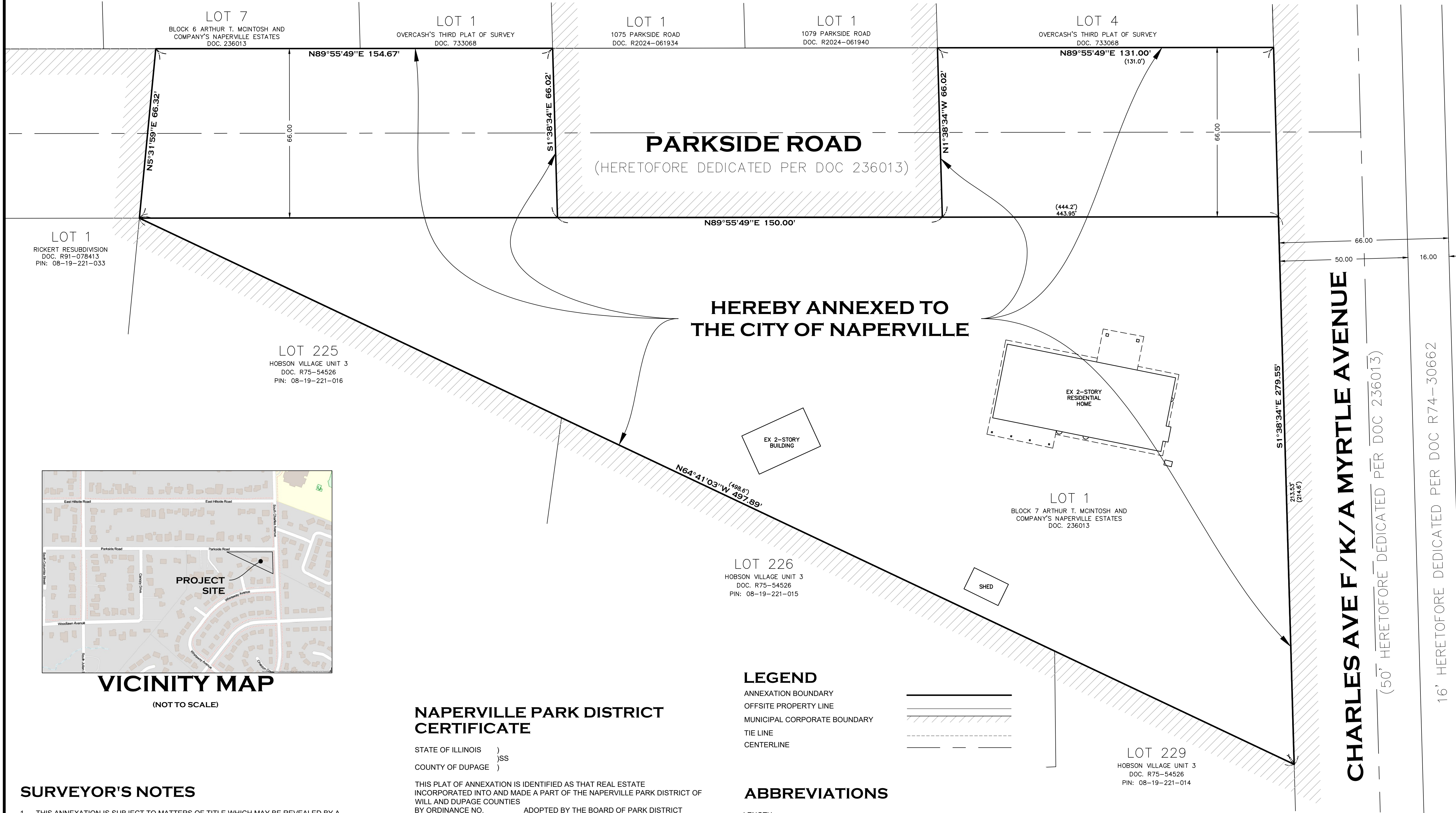
PROJECT NO. 3992

DRAWN BY: ZDS

CHECKED BY: JDS

SHEET NO. 1 / 1

AREA SUMMARY TABLE	
LOT 1 - BLOCK 7:	1.09 AC (47,381 SF)
PARKSIDE ROAD:	0.44 AC (19,127 SF)
TOTAL AREA TO BE ANNEXED	1.53 AC (66,508 SF)



SURVEYOR'S NOTES

1. THIS ANNEXATION IS SUBJECT TO MATTERS OF TITLE WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT.
2. FIELD WORK COMPLETED ON NOVEMBER 8TH, 2024.
3. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
4. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
5. PLAT COMPLETED FOR:
HERB MARTINEZ
26W021 PARKSIDE RD
NAPERVILLE, IL 60540
6. BASIS OF BEARING: GRID NORTH - IL EAST ZONE, STATE PLANE COORDINATE SYSTEM, NAD'83.
7. THERE ARE NOT ANY ELECTORS THAT RESIDE ON THE PROPERTY ANNEXED HEREBY. EXISTING CORPORATE LIMITS OF THE CITY OF NAPERVILLE PER CITY ORDINANCES AS IDENTIFIED ON THE PLAT ABOVE AND AS RECORDED IN DUPAGE COUNTY AS DOCUMENTS AS IDENTIFIED ON THE PLAT ABOVE (MULTIPLE ORDINANCES AND DOCUMENTS).
8. PROPERTY IS WITHIN THE NAPERVILLE PARK DISTRICT LIMITS PER DUPAGE COUNTY GIS.
9. THERE ARE HABITABLE STRUCTURES ON THE PROPERTY ANNEXED HEREBY.

NAPERVILLE PARK DISTRICT CERTIFICATE

[illegible]

THIS PLAT OF ANNEXATION IS IDENTIFIED AS THAT REAL ESTATE
INCORPORATED INTO AND MADE A PART OF THE NAPERVILLE PARK DISTRICT OF
WILL AND DUPAGE COUNTIES
BY ORDINANCE NO. _____ ADOPTED BY THE BOARD OF PARK DISTRICT
COMMISSIONERS.
AT A MEETING HELD ON THE _____ DAY OF
_____, A.D., 20_____.

BY: _____ ATTEST: _____
PRESIDENT SECRETARY

DUPAGE COUNTY RECORDER'S CERTIFICATE

[illegible]

THIS INSTRUMENT _____, WAS FILED FOR RECORD
IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE
_____ DAY OF _____, A.D., 20 ____
AT _____ O'CLOCK _____ M.

RECORDED OF DEEDS

LEGEND

ANNEXATION BOUNDARY
OFFSITE PROPERTY LINE
MUNICIPAL CORPORATE BOUNDARY
TIE LINE
CENTERLINE

ABBREVIATIONS

LENGTH	L
RADIUS	R
CHORD BEARING	CH
CHORD LENGTH	C
FORMERLY KNOWN AS	F/K/A

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF DU PAGE)

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

THE _____ DAY OF _____, 20____

BY: _____ ATTEST: _____
MAYOR CITY CLERK

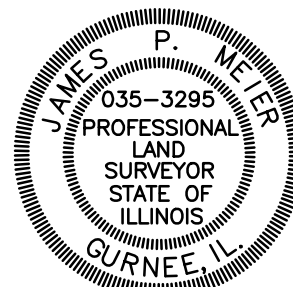
OWNER/SUBDIVIDER

HERIBERTO AND MEGAN MARTINEZ
26W021 PARKSIDE ROAD
NAPERVILLE, IL 60540

TFW CONSULTING, INC

1761 NORTH DILLEY ROAD SUITE 105
GURNEE, ILLINOIS 60031
Ph.847-548-6600

JAMES P. MEIER
ILLINOIS PROFESSIONAL LAND SURVEYOR
#035-003295
REGISTRATION EXPIRES:
NOVEMBER 30, 2026



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }SS
COUNTY OF LAKE

I, JAMES P. MEIER, ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY AS DESCRIBED ABOVE AND THAT THE PLAT HEREON DRAWN IS A REPRESENTATION OF SAID SURVEY. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

CERTIFIED AT GURNEE, ILLINOIS THIS 29th DAY OF AUGUST, 2025.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3295
LICENSE EXPIRES NOVEMBER 30, 2026

LICENSE EXPIRES NOVEMBER 30, 2026

CITY PROJECT NUMBER: 23.031
CITY PROJECT NUMBER: DEV-0126-2025

ABBREVIATIONS

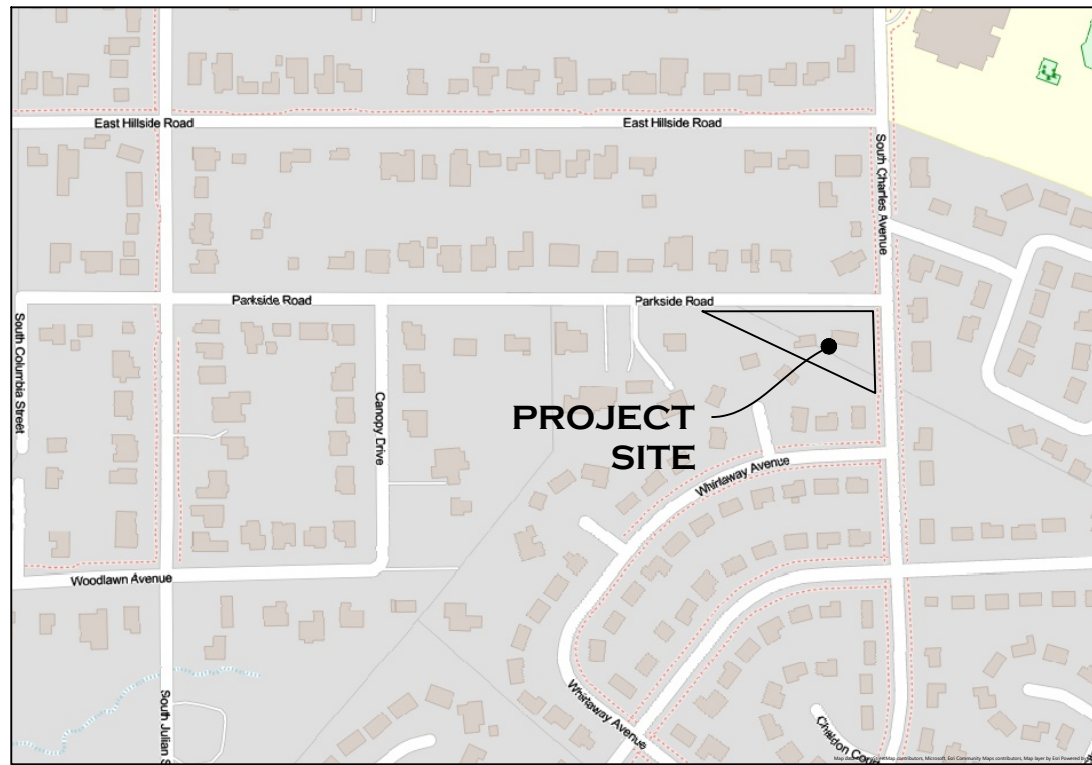
L LENGTH
R RADIUS
CH CHORD BEARING
C CHORD LENGTH
F/K/A FORMERLY KNOWN AS
(R) RECORD

LEGEND

PROPERTY BOUNDARY
MUNICIPAL CORPORATE BOUNDARY
OFFSITE PROPERTY LINE
CENTER LINE
SETBACK LINE
EASEMENT

PRELIMINARY/FINAL PLAT OF SUBDIVISION
OF
HMHM SUBDIVISION

PART OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



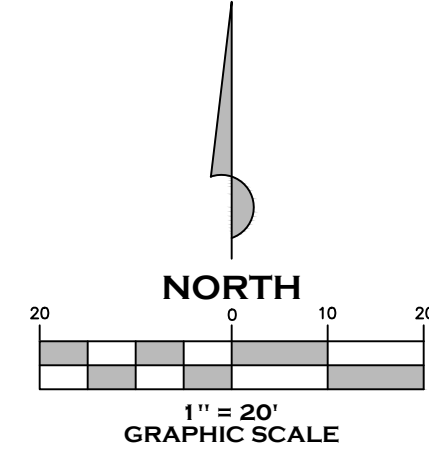
VICINITY MAP

(NOT TO SCALE)

PROPERTY ADDRESS:
26W021 PARKSIDE ROAD
NAPERVILLE, IL 60540
PIN # 08-19-221-007

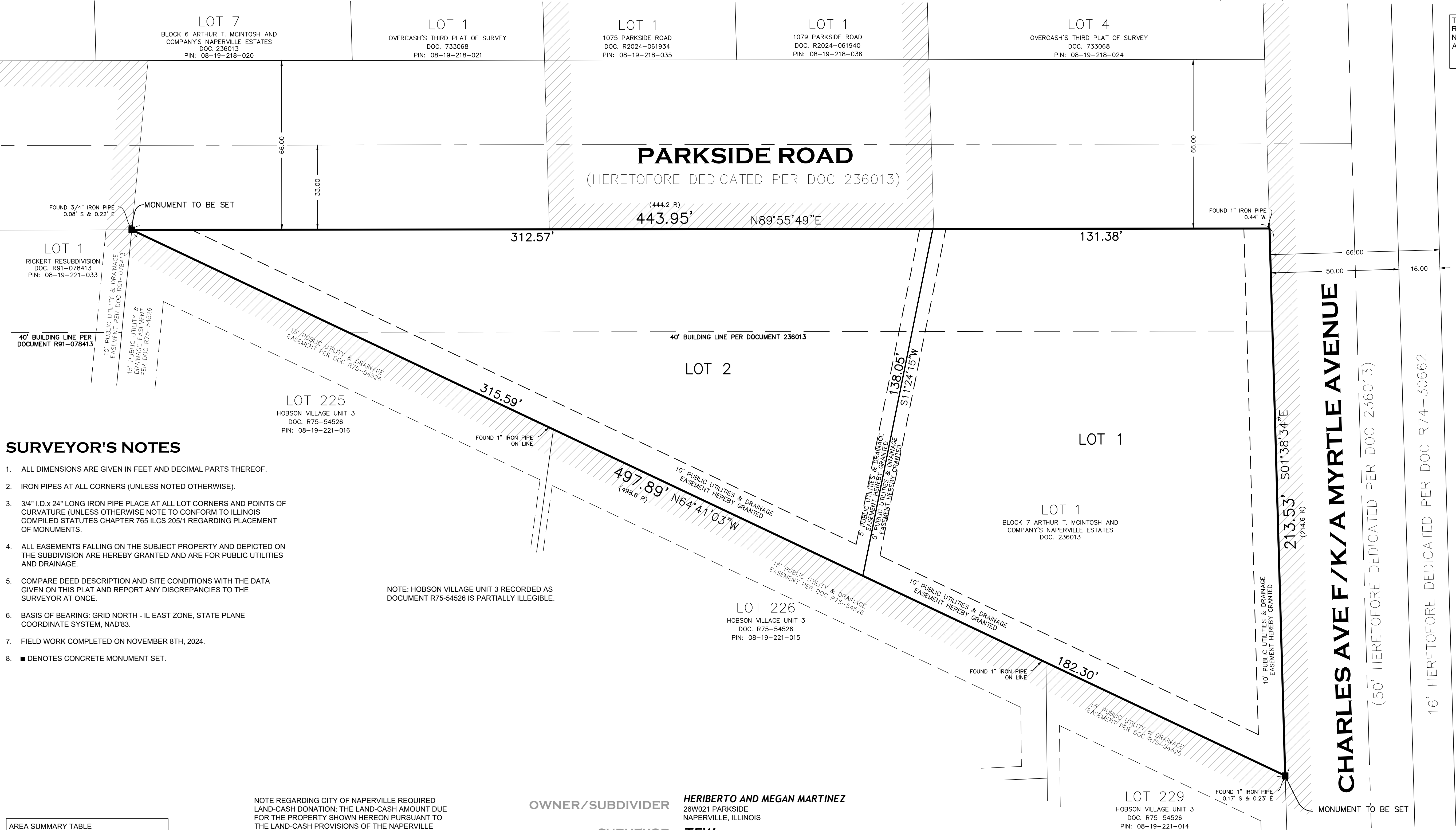
ADDRESS AFTER ANNEXATION:
(LOT 1) 1084 PARKSIDE ROAD
(LOT 2) 1076 PARKSIDE ROAD

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TFW CONSULTING
INC.



DATE: 09/19/25
DESCRIPTION: ISSUED TO CLIENT
12/10/25 REVISED PER CITY COMMENTS 10-22-25
01/26/26 REVISED PER CITY COMMENTS 01-23-26
04/20/26 REVISED PER CITY COMMENTS 04-07-26

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



SURVEYOR'S NOTES

- ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
- IRON PIPES AT ALL CORNERS (UNLESS NOTED OTHERWISE).
- 3/4" I.D. x 24" LONG IRON PIPE PLACE AT ALL LOT CORNERS AND POINTS OF CURVATURE (UNLESS OTHERWISE NOTE TO CONFORM TO ILLINOIS COMPILED STATUTES CHAPTER 765 ILCS 205/1 REGARDING PLACEMENT OF MONUMENTS).
- ALL EASEMENTS FALLING ON THE SUBJECT PROPERTY AND DEPICTED ON THE SUBDIVISION ARE HEREBY GRANTED AND ARE FOR PUBLIC UTILITIES AND DRAINAGE.
- COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
- BASIS OF BEARING: GRID NORTH - IL EAST ZONE, STATE PLANE COORDINATE SYSTEM, NAD83.
- FIELD WORK COMPLETED ON NOVEMBER 8TH, 2024.
- DENOTES CONCRETE MONUMENT SET.

NOTE: HOBSON VILLAGE UNIT 3 RECORDED AS
DOCUMENT R75-54526 IS PARTIALLY ILLEGIBLE.

OWNER/SUBDIVIDER

SURVEYOR

CIVIL ENGINEER

HERIBERTO AND MEGAN MARTINEZ

26W021 PARKSIDE
NAPERVILLE, ILLINOIS

TFW CONSULTING, INC

1761 NORTH DILLEYS ROAD STE 105
GURNEE, IL 60031
Ph. (847)548-6600

TFW CONSULTING, INC

1761 NORTH DILLEYS ROAD STE 105
GURNEE, IL 60031
Ph. (847)548-6600

AREA SUMMARY TABLE	
LOT 1 - BLOCK 7 (EXISTING) :	1.088 AC 47,381 SF
LOT 1:	26,236 SF
LOT 2:	21,145 SF
PROPOSED EASEMENT AREA (BOTH LOTS):	8,125 SF

NOTE 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 7-3-5.5.2.2 OF THE
NAPERVILLE MUNICIPAL CODE. NO CREDIT SHALL BE
GIVEN FOR ANY EXISTING STRUCUTRE.

CHARLES AVE F/K/A MYRTLE AVENUE

(50' HERETOFORE DEDICATED PER DOC 236013)

16' HERETOFORE DEDICATED PER DOC R74-30662

TFW CONSULTING, INC

SURVEYING • ENGINEERING • PLANNING
1761 NORTH DILLEYS ROAD • SUITE 105 • GURNEE, ILLINOIS • 60031
PHONE: 847-548-6600
www.tfwsurvey.com

HERB MARTINEZ
26W021 PARKSIDE ROAD
NAPERVILLE, IL 60540

PLAT OF SUBDIVISION

PROJECT NO. 3992

DRAWN BY: TOB

CHECKED BY: TOB

SHEET NO. 1/2

CITY PROJECT NUMBER: 23.031
CITY PROJECT NUMBER: DEV-0126-2025

PRELIMINARY/FINAL PLAT OF SUBDIVISION
OF
HMHM SUBDIVISION

PART OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS

THIS IS TO CERTIFY THAT

IS THE OWNER OF THE PROPERTY DESCRIBED ABOVE AND AS SUCH OWNER, HAS 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 OWNER, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____, 20____
CITY DATE MONTH

BY: _____ ATTEST: _____
SIGNATURE SIGNATURE

TITLE: _____ TITLE: _____
PRINT TITLE PRINT TITLE

NOTARY'S CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS

I, _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY
IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____

_____, AND _____
TITLE PRINT NAME TITLE
OF SAID OWNER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGOING INSTRUMENT AS SUCH

_____, AND _____ RESPECTFULLY, APPEARED
TITLE TITLE
BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY 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____
DATE MONTH

NOTARY PUBLIC SIGNATURE

PRINT NAME

MY COMMISSION EXPIRES ON _____, 20____
MONTH DATE

MORTGAGEE CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS

_____, AS MORTGAGEE, UNDER THE
PRINT MORTGAGEE NAME
PROVISIONS OF A CERTAIN MORTGAGE DATED _____, A.D., 20____
AND RECORDED IN THE RECORDER'S OF DEEDS OFFICE OF _____ COUNTY,
ILLINOIS ON THE _____ DAY OF _____, A.D., 20____
DATE MONTH YEAR

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: _____
SIGNATURE SIGNATURE

TITLE: _____ TITLE: _____
PRINT TITLE PRINT TITLE

NOTARY'S CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS

THE UNDERSIGNED, A NOTARY PUBLIC IN THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT
(NAME) _____ (TITLE) _____
OF _____ AND (NAME) _____
(TITLE) _____
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 _____, 20____

NOTARY PUBLIC

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 ('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, 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.

SURFACE WATER STATEMENT

STATE OF ILLINOIS)
COUNTY OF _____) SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH 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 _____ DAY OF _____, 20____

ILLINOIS REGISTERED
PROFESSIONAL ENGINEER

STATE REGISTRATION NUMBER

REGISTRATION EXPIRATION / RENEWAL DATE

OWNER COMPANY NAME: _____

BY: _____ ATTEST: _____
SIGNATURE SIGNATURE

TITLE: _____ TITLE: _____
PRINT TITLE PRINT TITLE

SCHOOL DISTRICT BOUNDARY STATEMENT

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

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

- THAT _____ IS THE OWNER 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
- TO THE BEST OF THE OWNER'S 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

OWNER NAME: _____

BY: _____ ATTEST: _____

ITS: _____ ITS: _____

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 20____

NOTARY PUBLIC

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: _____ ATTEST: _____
MAYOR CITY CLERK

CITY TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) SS

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

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS INSTRUMENT _____, WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS,

ON THE _____ DAY OF _____, 20____

AT _____ O'CLOCK ____M

RECORDED OF DEEDS

DUPAGE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

II, _____, COUNTY CLERK OF DU PAGE 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.

II, 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 _____, 20____

COUNTY CLERK

SURVEYOR'S DESIGNATION OF RECORDING

STATE OF ILLINOIS)
COUNTY OF LAKE) SS

I, JAMES P. MEIER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF ILLINOIS, HEREBY DESIGNATE THE CITY OF NAPERVILLE CIT CLERK OR AN EMPLOYEE OF THE CITY CLERK'S OFFICE TO RECORD THIS CONSOLIDATION PLAT WITH THE DUPAGE COUNTY RECORDER OF DEEDS. THIS DESIGNATION IS GRANTED UNDER THE RIGHT TO DESIGNATE SUCH RECORDING UNDER CHAPTER 109, SECTION 2 OF THE ILLINOIS REVISED STATUTES. AS A CONDITION OF THIS GRANT, SAID DESIGNEE IS HEREBY REQUIRED TO PROVIDE TO THIS SURVEYOR, A CERTIFIED COPY OF SAID PLAT, IMMEDIATELY UPON RECORDING OF SAME. RECEIPT OF SAID CERTIFIED COPY WILL SERVE AS NOTICE TO THE SURVEYOR THAT THE PLAT HEREON DRAWN HAS BEEN RECORDED.

DATED THIS 19th DAY OF SEPTEMBER, A.D. 2025.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3295

SURVEYOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF LAKE)

I, JAMES P. MEIER, ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY TO-WIT:

LOT 1 IN BLOCK 7 IN ARTHUR T. MCINTOSH AND COMPANY'S NAPERVILLE ESTATES, BEING A SUBDIVISION OF PART OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 20,1927 AS DOCUMENT 236013, IN DUPAGE COUNTY, ILLINOIS.

AND THAT THE PLAT HEREON DRAWN IS A REPRESENTATION OF SAID SURVEY AND SUBDIVISION. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

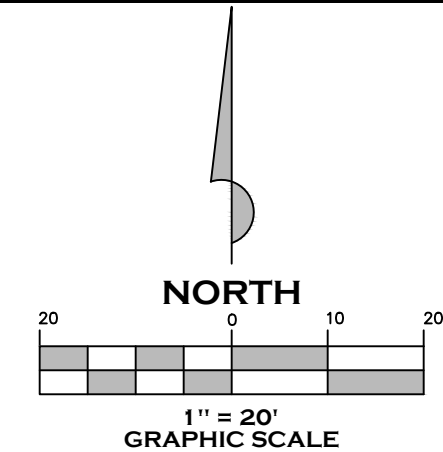
I FURTHER CERTIFIES THAT THE PROPERTY SHOWN HEREON FALLS WITHIN ZONE "X" AREA OF MINIMAL FLOOD HAZARD AS DESIGNATED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AS PER FIRM, MAP NUMBER 17043C0144J, DATED AUGUST 1, 2019.

CERTIFIED AT GURNEE, ILLINOIS THIS 19th DAY OF SEPTEMBER, A.D. 2025.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3295
LICENSE EXPIRES NOVEMBER 30, 2026

PIN # 08-19-221-007

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DATE:	DESCRIPTION:
09/19/25	ISSUED TO CLIENT
12/10/25	REVISED PER CITY COMMENTS 10-22-25
01/26/26	REVISED PER CITY COMMENTS 01-23-26
04/20/26	REVISED PER CITY COMMENTS 04-07-26

TFW CONSULTING, INC

SURVEYING • ENGINEERING • PLANNING
1761 NORTH DILLEY'S ROAD • SUITE 105 • GURNEE, ILLINOIS • 60031
PHONE: 847-548-6600
FAX: 847-548-6601
www.tfwsurvey.com
Firm Registration #184-002793

HERB MARTINEZ
26W021 PARKSIDE ROAD
NAPERVILLE, IL 60540

PLAT OF SUBDIVISION

PROJECT NO. 3992

DRAWN BY: TOB

CHECKED BY: TOB

SHEET NO. 2/2