

PROPERTY ADDRESS:
901 E. HILLSIDE ROAD
NAPERVILLE, IL 60540

P.I.N.
08-19-213-014

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

OWNER'S ACKNOWLEDGEMENT AND ACCEPTANCE AGREEMENT
FOR THE ROSS ESTATES SUBDIVISION

This Owner's Acknowledgement and Acceptance Agreement for the Ross Estates Subdivision ("**Agreement**") located at 901 E. Hillside Road, Naperville, IL 60540, is entered into by and between the City of Naperville, a home rule unit of local government under the Constitution and laws of the State of Illinois ("**City**" or "**City of Naperville**"), with an address of 400 South Eagle Street, Naperville, Illinois 60540, and Kenneth W. Ross and Nancy J. Ross ("**OWNER AND DEVELOPER**"), with a mailing address of 901 E. Hillside Road, Naperville, Illinois 60540. The City and the OWNER AND DEVELOPER are together hereinafter referred to as the "**Parties**" and sometimes individually as "**Party**".

RECITALS

A. This Agreement pertains to certain real property located within the corporate limits of the City of Naperville with a common address of 901 E. Hillside Road, Naperville, IL 60540, having a parcel identification number of 08-19-213-014, and legally described on **Exhibit A** and depicted on **Exhibit B** (hereinafter referred as the "**SUBJECT PROPERTY**"). OWNER AND DEVELOPER is the owner of SUBJECT PROPERTY.

B. Public right-of-way is often dedicated to provide future roadway connections between developments, but some locations are later found to be unnecessary and remain unimproved.

C. A public right-of-way was dedicated for a future extension of White Oak Drive between Prairie Avenue and Hillside Road ("**White Oak Drive ROW**"), which includes a partially improved public roadway. The White Oak Drive ROW has been found by the City to be unnecessary for future roadway connectivity.

D. The White Oak Drive ROW is adjacent to four (4) residential properties, including the SUBJECT PROPERTY, which is directly east of the White Oak Drive ROW.

EXHIBIT C

E. OWNER AND DEVELOPER, together with the owners of the three (3) other properties adjacent to the White Oak Drive ROW located at 870 Prairie Avenue, 930 Prairie Avenue, and 869 E. Hillside Road, have petitioned the City for approval of the White Oak Plat of Vacation and Plat of Easement ("**Plat of Vacation**") to allow for vacation of the White Oak Drive ROW.

F. OWNER AND DEVELOPER has also petitioned the City for approval of a Preliminary/Final Plat of Subdivision for the Ross Estates Subdivision ("**Preliminary/Final Subdivision Plat**") in order to combine the vacated portion of the White Oak Drive ROW adjacent to the SUBJECT PROPERTY with the SUBJECT PROPERTY.

G. OWNER AND DEVELOPER intends to maintain the SUBJECT PROPERTY as one (1) lot after consolidation of the White Oak Drive ROW; however, OWNER AND DEVELOPER wishes to maintain the ability to subdivide the SUBJECT PROPERTY into two (2) lots in the future.

H. OWNER AND DEVELOPER has agreed to pay a portion for the White Oak Drive ROW upon recordation of the Plat of Vacation and shall pay the remaining balance for the White Oak Drive ROW, subject to an escalator as noted in Section 6.2.1 below, if and when the SUBJECT PROPERTY is subdivided into two (2) lots.

I. By entering into this Agreement, the City is acting pursuant to its home rule authority under the Constitution and laws of the State of Illinois.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. **Recitals Incorporated.** The foregoing Recitals are incorporated herein as though fully set forth in this Section 1.
2. **Ongoing Compliance.** In the development and operation of the SUBJECT PROPERTY, the OWNER AND DEVELOPER shall be subject to and shall fulfill all conditions set forth or referenced herein associated with the SUBJECT PROPERTY, including but not limited to: (i) the terms of this Agreement; (ii) the provisions of the Naperville Municipal Code, as amended from time to time; (iii) all ordinances and resolutions passed or adopted by the Naperville City Council related to the SUBJECT PROPERTY; (iv) the ordinance approving the White Oak Drive Plat of Vacation and Plat of Easement and the ordinance approving Preliminary/Final Subdivision Plat of Ross Estates Subdivision; and (v) all applicable laws and regulations.
3. **Development of the SUBJECT PROPERTY.** OWNER AND DEVELOPER agrees that if a subdivision of the SUBJECT PROPERTY is pursued in the future, OWNER AND DEVELOPER shall be required to submit a plat of subdivision

(**“Future Plat of Subdivision”**) in compliance with Section 7-2-2 (Subdivision Regulations: Subdivision Plat Procedures) of the Municipal Code, as amended from time to time. OWNER AND DEVELOPER shall not attempt to divide the SUBJECT PROPERTY for tax purposes or any other purpose by any other means, including but not limited to by means of an assessment plat. If such attempt is made, it shall trigger immediate payment of the remaining balance of the Vacation of White Oak Right-of-Way Fee and Escalator described in Sections 6.2 and 6.2.1 below. Failure to make payment to the City within thirty (30) days of an invoice therefor shall result in the City’s ability to record a lien against the SUBJECT PROPERTY for the entire amount due, plus the costs of recording and attorney’s fees and expenses. The Future Plat of Subdivision shall be subject to review and approval by City staff and may be subject to review by the Planning and Zoning Commission and City Council as determined by Section 7-2-2 of the City Code then in effect. The Future Plat of Subdivision shall not be recorded until OWNER AND DEVELOPER has paid the remaining balance of the Vacation of White Oak Right-of-Way Fee plus the Escalator described in Section 6.2 and 6.2.1 below. Any new construction on the SUBJECT PROPERTY resulting from the Future Plat of Subdivision will require a building permit and shall be subject to the requirements of the Naperville Municipal Code then in effect.

4. **School Donation.** Should OWNER AND DEVELOPER pursue a Future Plat of Subdivision that creates a second lot of record on the SUBJECT PROPERTY, OWNER AND DEVELOPER agrees to abide by the school 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. Payment of the required school donation shall not be paid under protest, or otherwise objected to.
5. **Park Donation.** Should OWNER AND DEVELOPER pursue a Future Plat of Subdivision that creates a second lot of record on the SUBJECT PROPERTY, OWNER AND DEVELOPER agrees to abide by the 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. Payment of the required park donation shall not be paid under protest, or otherwise objected to.
6. **Fees Due.** OWNER AND DEVELOPER shall pay all fees (which fees shall not be paid under protest or otherwise objected to) set forth herein and required by the Naperville Municipal Code as amended from time to time, including but not limited to the following:
 - 6.1 **Fee for Vacation of White Oak Right-of-Way.** OWNER AND DEVELOPER shall pay the City a Right-of-Way Vacation Fee of ten thousand dollars (\$10,000) prior to recordation of the White Oak Drive Plat of Vacation and Plat of Easement, with a remaining balance due as set forth below if the SUBJECT PROPERTY is ever subdivided.

- 6.2 **Remaining Balance of Vacation of White Oak Right-of-Way Fee:** Subject to the maximum time allowed by law, and the requirements set forth herein, including but not limited to Section 3 above, if after the Effective Date of this Agreement the SUBJECT PROPERTY is subdivided into more than one (1) lot, prior to recordation of a Future Plat of Subdivision OWNER AND DEVELOPER shall pay the City an additional sixty-five thousand dollars (\$65,000) plus the Escalator described in 6.2.1 below.
- 6.2.1 Escalator. The Vacation of White Oak Right-of Way fee set forth above in Section 6.2 shall be subject to an escalator (“**Escalator**”) of one thousand dollars (\$1,000) per year beginning in 2031.
- 6.3 **Infrastructure Availability Charges and User Fees.** Upon a request for connection and service to the City’s water or sanitary system, OWNER AND DEVELOPER shall pay for all infrastructure availability charges and user fees in accordance with Title 8 of the Naperville Municipal Code as amended from time to time, as are applicable to that portion of the SUBJECT PROPERTY for which connection and service is requested.
- 6.4 **Facility Installation Charges and User Fees.** Upon a request for connection and service to the City of Naperville electric system, the OWNER AND DEVELOPER shall pay for all Facility Installation Charges (FIC) and user fees in accordance with Title 8 of the Naperville Municipal Code as amended from time to time, as are applicable to that portion of the SUBJECT PROPERTY for which connection and service is requested.
- 6.5 **Other Fees.** Any resubmission fees, or other applicable fees not listed in 6.1 through 6.4 above, shall be charged in accord with the provisions of the Naperville Municipal Code or applicable policies and regulations then in effect, including but not limited to the fee schedule in Section 1-9F (Municipal Finances: Development, Entitlement and Other Required Application Process Fees) and Section 1-9H (Municipal Finances: Fees for Construction and New Development).
7. **Building Permits.** No building permits shall be issued for the SUBJECT PROPERTY, or any portion thereof, until the Preliminary/Final Subdivision Plat has been recorded and until the City has determined that sufficient improvements have been installed and are functioning to protect the health, safety, and welfare of the public.
8. **General Conditions.**
- 8.1 **Binding Effect.** City and OWNER AND DEVELOPER acknowledge and agree that the terms contained herein shall be binding upon and inure to the benefit of the City and the OWNER AND DEVELOPER and their

respective successors, heirs, assigns, and transferees, and any subsidiary, affiliate or parent of the OWNER AND DEVELOPER (whether their interest is in the SUBJECT PROPERTY as a whole or in any portion or aspect thereof).

- 8.2 **Severability.** It is mutually understood and agreed that all agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.
- 8.3 **Amendment.** The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the City and the OWNER AND DEVELOPER.
- 8.4 **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party which consent shall not be unreasonably withheld. Notwithstanding the foregoing, this Agreement may only be assigned to an entity or individual who is purchasing the entire SUBJECT PROPERTY.
- 8.5 **Choice of Law and Venue.** This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
- 8.6 **Ambiguity.** 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.
- 8.7 **Recordation.** This Agreement will be recorded by the City with the office of the DuPage County Recorder.
- 8.8 **Term.** This Agreement shall be effective upon the Effective Date set forth in Section 8.14 hereof and shall terminate, without further action by either Party, upon the later of twenty (20) years from the Effective Date.
- 8.9 **Automatic Expiration.** If the preliminary/final plat of subdivision for the SUBJECT PROPERTY is not recorded within five (5) years of the date of approval of the ordinance approving the preliminary/final plat of subdivision and this Agreement by the City Council, the preliminary/final plat of subdivision and this Agreement shall automatically lapse and become null and void without further action by the City.

- 8.10 **Survival.** The terms and conditions set forth in the following paragraphs of this Agreement shall survive the expiration or termination of this Agreement: 1 through 7 and 8.1, 8.2, 8.3, 8.5, 8.6, 8.10, and 8.13.
- 8.11 **Authority to Execute/OWNER AND DEVELOPER.** The undersigned warrant that they are the OWNER AND DEVELOPER of the SUBJECT PROPERTY and that they have full power and authority to sign this Agreement and voluntarily agrees to the provisions set forth herein.
- 8.12 **Authority to Execute/City.** The undersigned City Manager warrants that he has been directed to, and has the authority to, execute this Agreement. The undersigned City Clerk warrants that she has been directed to, and has the authority to, attest the signature of the City Manager on this Agreement.
- 8.13 **Exhibits.** All exhibits attached hereto or referenced herein, and all exhibits attached or referenced in the Annexation Agreement, are incorporated herein by reference and made part hereof.
- 8.14 **Effective Date.** The effective date of this Agreement (“Effective Date”) shall be the date upon which it is fully executed by both Parties hereto.

/SIGNATURES ON FOLLOWING PAGES/

OWNER AND DEVELOPER/KENNETH W. ROSS:

Kenneth W. Ross
[Signature]

Kenneth W. Ross
[Printed name]

OWNER AND DEVELOPER
[Title]

State of Illinois)
) ss
County of DuPage)

The foregoing instrument was acknowledged before me by Kenneth W. Ross
this 21st day of November 2025.

Joellen M. Leavy
Notary Public

Joellen M. Leavy
Print Name

Given under my hand and official seal this 21st day of November, 2025.

-Seal-



Joellen M. Leavy
Notary Public
My Commission Expires: 3/10/2028

OWNER AND DEVELOPER/NANCY J. ROSS:

Nancy J. Ross
[Signature]

Nancy J. Ross
[Printed name]

OWNER AND DEVELOPER
[Title]

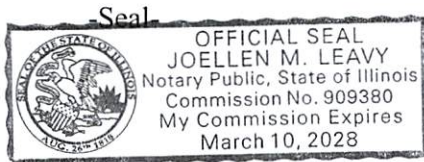
State of Illinois)
) ss
County of DuPage)

The foregoing instrument was acknowledged before me by Nancy J. Ross
this 21st day of November 2025.

Joellen M. Leavy
Notary Public

Joellen M. Leavy
Print Name

Given under my hand and official seal this 21st day of November, 2025.



Joellen M. Leavy
Notary Public
My Commission Expires: 3/10/2028

CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

ATTEST:

By: _____
Dawn C. Portner
City Clerk

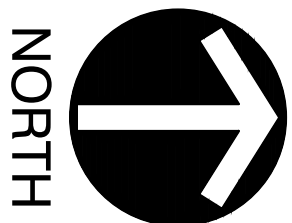
Date: _____

LEGAL DESCRIPTION

THE WEST 125 FEET OF LOT 5 IN BLOCK 1 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.

PROPERTY ADDRESS: 901 EAST HILLSIDE ROAD

P.I.N. 08-19-213-014



PRELIMINARY/FINAL PLAT OF SUBDIVISION
OF
ROSS ESTATES

BEING A RESUBDIVISION OF PART OF LOT 5 IN BLOCK 1 AND PART OF VACATED WHITE OAK DRIVE IN PART OF T. MCINTOSH & CO'S NAPERVILLE ESTATES, RECORDED MAY 20, 1927 AS DOCUMENT 236013, SAID RESUBDIVISION BEING IN SECTION 19, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

P.L.N.: 08-19-213-014
PROPERTY ADDRESS: 901 EAST HILLSIDE ROAD
NAPERVILLE, ILLINOIS 60540

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

AREA SUMMARY TABLE

901 E. HILLSIDE ROAD	24,312 S.F. (0.558 AC.)
WHITE OAK DRIVE VACATION	6,418 S.F. (0.147 AC.)
GROSS BOUNDARY AREA	30,730 S.F. (0.705 AC.)
ROW DEDICATION	0 S.F. (0.000 AC.)
NET AREA	30,730 S.F. (0.705 AC.)
EASEMENTS:	
EXISTING EASEMENTS:	
PUBLIC UTILITIES	1,250 S.F. (0.029 AC.)
PROPOSED EASEMENTS:	
PUBLIC UTILITIES & DRAINAGE	3,425 S.F. (0.089 AC.)

SURVEYOR'S NOTES:

- DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
- BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON A FIELD BOUNDARY SURVEY COMPLETED ON MARCH 18, 2025.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE. THESE BEARINGS HAVE BEEN ESTABLISHED UTILIZING A REAL TIME KINEMATIC (RTK) GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT).
- THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE SEARCH. PRE-EXISTING EASEMENTS, AND SETBACKS HAVE BEEN SHOWN BASED ON PRIOR PLATS AND MAY NOT INCLUDE ALL EASEMENTS AND SETBACKS WHICH MAY BE REVEALED BY A CURRENT TITLE SEARCH. UNLESS OTHERWISE NOTED, MONUMENTS SET ARE 3/4" DIAMETER BY 24" LONG IRON PIPE.
- THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY. CIVIL & ENVIRONMENTAL CONSULTANTS, INC., IS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LICENSE NUMBER 184-004002, EXPIRES APRIL 30, 2027.
- THE PROPERTY DEPICTED ON THIS PLAT MAY BE SUBJECT TO A CERTAIN DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED SEPARATELY FROM THIS PLAT.
- MONUMENTS SHALL BE SET AT ALL PROPERTY CORNERS AND POINTS OF GEOMETRIC CHANGE IN ACCORDANCE WITH 605 ILCS 205/7.1 UPON THE RECORDATION OF THE FINAL PLAT OF SUBDIVISION UNLESS OTHERWISE NOTED. MONUMENTS SET ARE 3/4" DIAMETER BY 24" LONG IRON PIPE.

REVISION RECORD	
NO.	DATE DESCRIPTION
1.	7/26/2025 REVISION PER CLIENT REQUEST CHANGE FROM TWO LOTS TO ONE
2.	8/10/2025 REVISION PER CITY REVIEW LATER REVISIONS

CECINC
Civil & Environmental
Consultants, Inc.
1230 East Diehl Road
Suite 200
Naperville, IL 60563
Ph: 630.963.6026
www.cecinc.com

KEN ROSS
901 EAST HILLSIDE ROAD
NAPERVILLE, ILLINOIS 60540

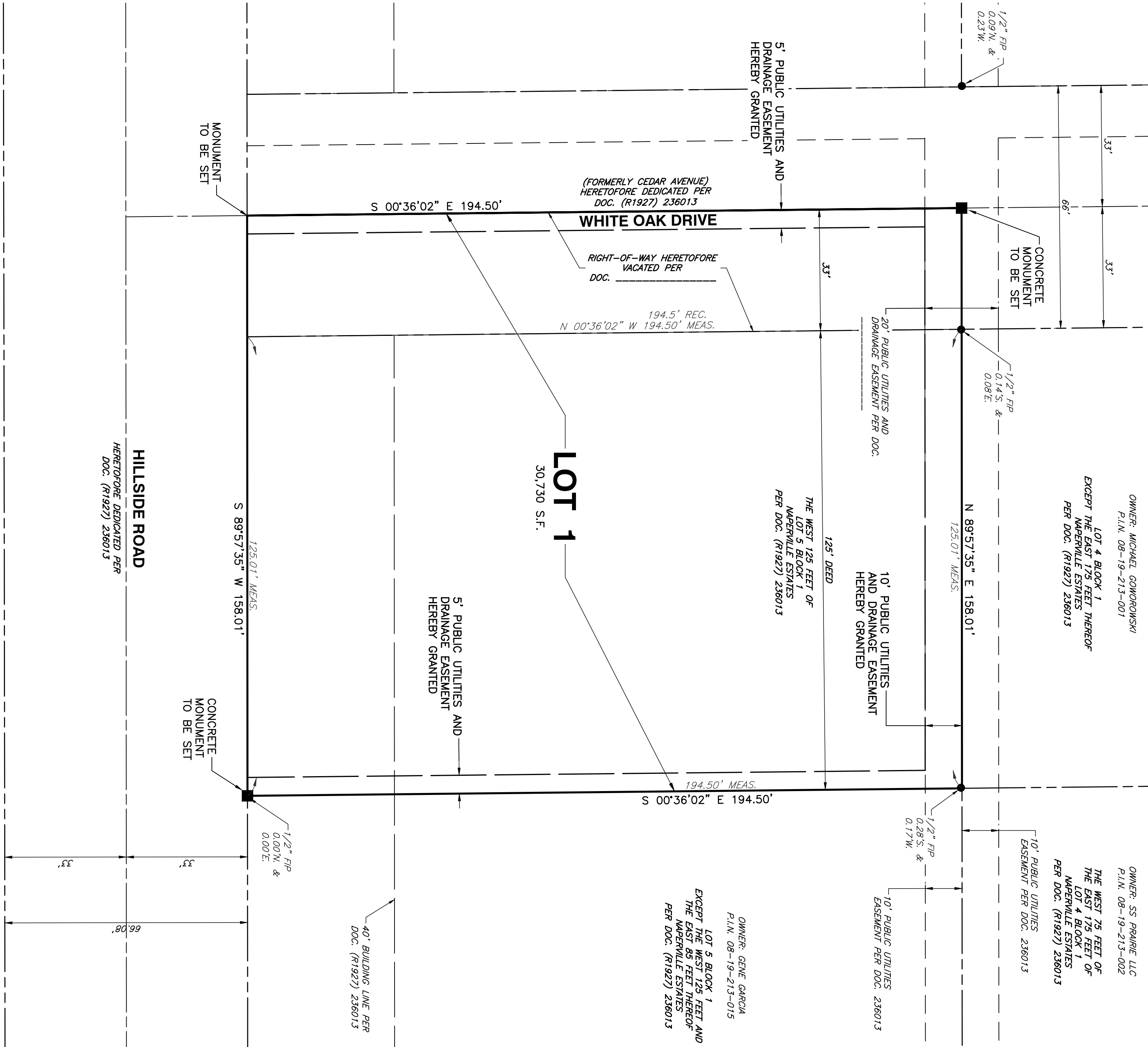
DRAWN BY: MAJ	CHECKED BY: TJM	APPROVED BY: TJM
DATE: APRIL 18, 2025	DWG SCALE: 1"=20'	PROJECT NO: 350-502

PRELIMINARY/FINAL PLAT OF SUBDIVISION

SHEET 1 OF 2
SV01

ABBREVIATIONS	
000.00' MEAS.	MEASURED DATA
000.00' REC.	RECORD DATA
P.U. & D.E.	PUBLIC UTILITIES & DRAINAGE EASEMENT
FRP	FOUND IRON PIPE
FR	FOUND IRON ROD
PN	PERMANENT INDEX NUMBER

LEGEND	
_____	BOUNDARY
_____	EXISTING LOT LINE
_____	PROPOSED LOT LINE
_____	UNDERLYING LOT LINE
_____	ADJACENT PROPERTY LINE
_____	BUILDING SETBACK LINE
_____	EXISTING EASEMENT
_____	PROPOSED EASEMENT
_____	CENTER LINE
■	SET CONCRETE MONUMENT
●	MONUMENTATION FOUND PER FIELD SURVEY



CITY PROJECT NUMBER DEV-0105-2025

EXHIBIT B

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 NUCOR GAS COMPANY, COMCAST OF ILLINOIS/WEST VIRGINIA, LLC AND THEIR SUCCESSORS, WHEN SUCH UTILITIES OR COMPANIES ARE REQUIRED BY THE CITY OR NAPERVILLE TO MAINTAIN, REPAIR, REPLACE, OR OTHERWISE IMPROVE OR MAINTAIN THE CITY'S PERPETUAL RIGHT OF EASEMENT OR (PLACED) ON THE PLAT FOR THE PERPETUAL RIGHT OF EASEMENT AND AUTHORITY TO INSTALL, MAINTAIN, 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 PURPOSES OF MAINTAINING, 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 CLERKS 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 CURRENT TAXES, AND NO UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, AND NO UNPAID CURRENT OR FORFEITED SPECIAL 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

OWNERS' CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO CERTIFY THAT KENNETH W. ROSS AND NANCY J. ROSS ARE THE OWNERS OF THE PROPERTY DESCRIBED ABOVE AND AS SUCH OWNERS, HAVE CAUSED THE SAME TO BE PLATED 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____.

DATE _____ MONTH _____ YEAR _____

BY: _____ SIGNATURE _____ ATTEST: _____ SIGNATURE _____

PRINTED NAME AND TITLE _____ PRINTED NAME AND TITLE _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, _____, PRINT NAME _____, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____, PRINT NAME _____, AND _____, PRINT NAME _____, TITLE _____, ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH _____, TITLE _____, AND _____, TITLE _____, 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____.

DATE _____ MONTH _____ YEAR _____

NOTARY PUBLIC SIGNATURE

PRINT NAME

MY COMMISSION EXPIRES ON _____ MONTH _____, 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 RECORDERS OF DEEDS

OFFICE OF _____ COUNTY, ILLINOIS ON THE _____ DATE _____

OF _____ MONTH _____, 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) _____

WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH

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 _____, AND (TITLE) _____

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 COUNCIL CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

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

THE _____ DAY OF _____, A.D., 20____.

BY: _____ MAYOR _____ ATTEST: _____ CITY CLERK _____

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 60540-6598

OWNERS: _____

BY: _____ SIGNATURE _____ ATTEST: _____

_____, PRINT NAME _____ ITS: _____

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 DUTY TO MAINTAIN AND REPAIR, AND THAT THE SUBDIVIDER HAS A DUTY TO 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 _____, 20____.

ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 46225
LICENSE VALID THROUGH NOVEMBER 30, 2025.

OWNER NAME: _____

BY: _____ SIGNATURE _____ ATTEST: _____ SIGNATURE _____

PRINTED NAME AND TITLE _____ PRINTED NAME AND TITLE _____

LAND SURVEYOR AUTHORIZATION TO RECORD PLAT

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

THIS IS TO STATE THAT TIMOTHY J. MURPHY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, BEING THE SAME LAND SURVEYOR WHO PREPARED AND CERTIFIED THE PLAT OF SUBDIVISION HEREON DRAWN, TITLED ROSS ESTATES DO HEREBY ORDER THE CITY OF NAPERVILLE CITY CLERK OR AN EMPLOYEE OF THE CITY OF NAPERVILLE 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 _____, 202____.

TIMOTHY J. MURPHY,
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002870
LICENSE EXPIRES/RENEWS NOVEMBER 30, 2026
*HAND SIGNATURE ON FILE

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF DUPAGE }

I, TIMOTHY J. MURPHY, AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE FOLLOWING DESCRIBED PROPERTY HAS BEEN SURVEYED AND SUBDIVIDED BY CIVIL & ENVIRONMENTAL CONSULTANTS UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY AND SUBDIVISION, ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.

THE WEST 125 FEET OF LOT 5 IN BLOCK 1 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 238013, IN DUPAGE COUNTY, ILLINOIS.

TOGETHER WITH:

THAT PART OF THE EAST HALF OF THE VACATED WHITE OAK DRIVE (FORMERLY CEDAR AVENUE) RIGHT-OF-WAY LYING NORTH OF THE HILLSIDE ROAD RIGHT-OF-WAY, AND LYING SOUTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 5 IN BLOCK 1 IN ARTHUR T. MCINTOSH AND COMPANY'S NAPERVILLE ESTATES RECORDED MAY 20, 1927 AS DOCUMENT 238013, ALL IN SECTION 19, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

I, FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS ADJOINED WITH THE COMPANY'S ESTATES IN THE CITY OF NAPERVILLE WHICH HAS BEEN AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS 5/11-12-6, AS HERETOFORE AND HEREFTER AMENDED.

I, FURTHER CERTIFY THAT THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NUMBER 17043C0144J WITH AN EFFECTIVE DATE OF AUGUST 1, 2019 INDICATES THAT THE ABOVE DESCRIBED PROPERTY LIES WITHIN AN AREA DESIGNATED AS ZONE X (UNSHADED). ZONE X (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER THE FLOOD INSURANCE RATE MAP. THIS MAP DOES NOT NECESSARILY SHOW ALL AREAS SUBJECT TO FLOODING, AND THE SUBDIVIDER ALSO WARRANTS THAT THE SUBDIVISION WILL NOT BE LOCATED IN AREAS THAT DOES NOT GUARANTEE THAT THE SURVEYED PROPERTY WILL OR WILL NOT FLOOD.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2025.

TIMOTHY J. MURPHY,
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002870
LICENSE EXPIRES/RENEWS NOVEMBER 30, 2026
*HAND SIGNATURE ON FILE

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NAPERVILLE, ILLINOIS 60540

DRAWN BY: **MAJ** CHECKED BY: **TJM** APPROVED BY: ***TJM**
DATE: **APRIL 18, 2025** DRAWN SCALE: **1"=20'** PROJECT NO.: **350-605**

PRELIMINARY/FINAL PLAT OF SUBDIVISION

SHEET **2** OF **2**
SV01