

**PROPERTY ADDRESS:**  
**870 PRAIRIE AVENUE**  
**NAPERVILLE, IL 60540**

**P.I.N.**  
**08-19-212-007**

**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 RIZZO SUBDIVISION**

This Owner's Acknowledgement and Acceptance Agreement for the Rizzo Subdivision ("**Agreement**") located at 870 Prairie Avenue, 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 Anthony F. Rizzo and Kim L. Rizzo ("**OWNER AND DEVELOPER**"), with a mailing address of 870 Prairie, 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 870 Prairie Avenue, Naperville, IL 60540, having a parcel identification number of 08-19--212-007, 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, 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 west 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 930 Prairie Avenue, 869 E. Hillside Road, and 901 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 Rizzo 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. 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 Rizzo Subdivision and (v) all applicable laws and regulations.
3. **Development of the SUBJECT PROPERTY.** OWNER AND DEVELOPER shall construct all improvements related to the development of the SUBJECT PROPERTY in compliance with preliminary engineering plans prepared by Civil & Environmental Consultants, Inc., dated September 26, 2025, last revised September 26, 2025 ("**Preliminary Engineering Plans**") at its sole cost unless otherwise provided herein in Section 4. OWNER AND DEVELOPER is required to submit final engineering plans in conformance with the Preliminary Engineering Plans to the City for review and approval prior to issuance of any site or building permits for the SUBJECT PROPERTY (hereinafter "**Final Engineering Plans**").
4. **Shared Improvements.** The White Oak Drive ROW includes a partially improved public roadway. The intersection of the White Oak Drive ROW and Prairie Avenue was constructed with curb and gutter and drainage structures, and approximately 170 feet of narrow roadway without curb and gutter was constructed south of Prairie Avenue (together referenced herein as the "**Existing Roadway**"). The Existing

Roadway will need to be removed as depicted on the Preliminary Engineering Plans.

Since the intersection of the White Oak Drive ROW at Prairie Avenue, which is part of the Existing Roadway, will be eliminated: (i) curb and gutter will need to be extended along the south side of Prairie Avenue; (ii) drainage improvements will be made to ensure that Prairie Avenue properly drains; (iii) public sidewalk shall be installed continuously along the south side of Prairie Avenue; (iv) the roadway pavement in the White Oak Drive ROW will be removed and restored with turf; and (v) as part of the removal of the Existing Roadway accommodations shall be made to provide driveway access for the SUBJECT PROPERTY from Prairie Avenue. The foregoing shall hereinafter together be referenced herein as the **"Shared Improvements"**. Construction of the Shared Improvements shall be completed in accordance with the approved Final Engineering Plans within two (2) years of the Effective Date of this Agreement unless a different timeframe is agreed to in writing by the City Engineer.

OWNER AND DEVELOPER shall, together with the property owner of 930 Prairie Avenue, furnish an agreement (**"Shared Improvements Agreement"**) to the City setting forth the plan for construction and maintenance of the Shared Improvements depicted on the Preliminary Engineering Plans. Said Shared Improvements Agreement shall include:

- a. Delineation of responsibility for construction of the Shared Improvements;
- b. Delineation of responsibility for payment for the Shared Improvements;
- c. Remedies for noncompliance with the Shared Improvements Agreement.

Part of the Shared Improvements Agreement shall include an engineer's estimate of probable construction cost (**"EOPCC"**) for the Shared Improvements.

The Shared Improvements Agreement must be submitted to the City Engineer for review and approval and then signed by the OWNER AND DEVELOPER and the property owner of 930 Prairie Avenue, and notarized.

No site or building permits will be issued for the SUBJECT PROPERTY or the property located at 930 Prairie Avenue, until the approved and fully executed Shared Improvements Agreement is recorded with the DuPage County Recorder.

5. **School Donation.** OWNER AND DEVELOPER is not required to pay a School Donation.
6. **Park Donation.** OWNER AND DEVELOPER is not required to pay a Park Donation.

7. **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:
  - 7.1 **Site Permit Review Fee:** 1.5% of the approved engineer's cost estimate. This fee is due prior to issuance of the site permit.
  - 7.2 **Vacation of White Oak Right-of-Way Fee: \$10,000.00.** This fee is due prior to the recordation of the White Oak Drive Plat of Vacation and Plat of Easement.
  - 7.3 **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.
  - 7.4 **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.
  - 7.5 **Other Fees.** Any resubmission fees, or other applicable fees not listed in 7.1 through 7.4 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).
8. **Financial Surety.** Financial surety in a form and from a source acceptable to the City Attorney shall be provided and maintained in the amount of 110% of the approved EOPCC which shall be submitted with the Final Engineering Plans, which guarantees the completion of those improvements set forth in the EOPCC. Financial surety shall be received and approved prior to issuance of a site development permit. Notwithstanding provision of said surety, until the said improvements have been inspected and approved by the City, the OWNER AND DEVELOPER shall remain obligated for completion of said improvements and/or (at the City's sole discretion) to pay any costs for said improvements to the extent that the surety is not sufficient to pay for the costs of said 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.

Prior to acceptance of those improvements to be accepted by the City, the OWNER AND DEVELOPER shall provide the City with a maintenance surety as provided in Section 5-9-8 of the Naperville Municipal Code, as amended from time to time, in a form approved by the City Attorney.

As to any surety, or maintenance surety, provided by the OWNER AND DEVELOPER to the City hereunder, the 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.

9. **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.

**10. General Conditions.**

- 10.1 **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).
- 10.2 **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.
- 10.3 **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.
- 10.4 **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party.

- 10.5 **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.
- 10.6 **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.
- 10.7 **Recordation.** This Agreement will be recorded by the City with the office of the DuPage County Recorder.
- 10.8 **Term.** This Agreement shall be effective upon the Effective Date set forth in Section 10.14 hereof and shall terminate, without further action by either Party, upon the later of ten (10) years from the Effective Date or issuance of all final certificates of occupancy for the SUBJECT PROPERTY.
- 10.9 **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.
- 10.10 **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 9 and 10.1, 10.2, 10.5, 10.6, 10.10, and 10.13.
- 10.11 **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.
- 10.12 **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.
- 10.13 **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.
- 10.14 **Effective Date.** The effective date of this Agreement (“Effective Date”) shall be the date upon which it is fully executed by both Parties hereto.

**OWNER AND DEVELOPER/ANTHONY F. RIZZO:**

Anthony F. Rizzo  
[Signature]

ANTHONY F. RIZZO  
[Printed name]

OWNER  
[Title]

State of Illinois       )  
                                  ) ss  
County of DuPage     )

The foregoing instrument was acknowledged before me by Anthony F. Rizzo  
this 10th day of December, 2025.

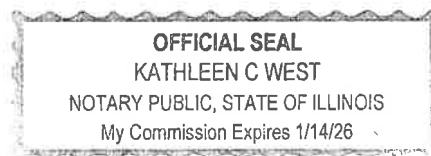
Kathleen C. West  
Notary Public

Kathleen C. West  
Print Name

Given under my hand and official seal this 10th day of December, 2025.

-Seal-

Kathleen C. West  
Notary Public  
My Commission Expires: \_\_\_\_\_



**OWNER AND DEVELOPER/KIM L. RIZZO:**

Kim L. Rizzo  
[Signature]

Kim L. Rizzo  
[Printed name]

Owner  
[Title]

State of Illinois       )  
  ) ss  
County of DuPage     )

The foregoing instrument was acknowledged before me by Kim L. Rizzo  
this 10th day of December 2025.

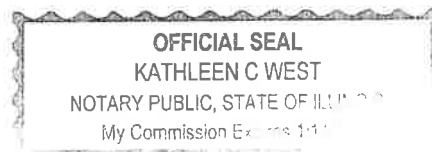
Kathleen C. West  
Notary Public

Kathleen C. West  
Print Name

Given under my hand and official seal this 10th day of December, 2025.

-Seal-

Kathleen C. West  
Notary Public  
My Commission Expires: \_\_\_\_\_





**CITY OF NAPERVILLE**

By: \_\_\_\_\_  
Douglas A. Krieger  
City Manager

**ATTEST:**

By: \_\_\_\_\_  
Dawn C. Portner  
City Clerk

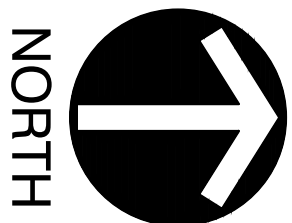
Date: \_\_\_\_\_

## **LEGAL DESCRIPTION**

LOT 1 (EXCEPT THE WEST 153 FEET THEREOF, MEASURED ON THE NORTH LINE OF SAID LOT AND PARALLEL TO THE WEST LINE OF SAID LOT) IN BLOCK 2 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: 870 PRAIRIE AVENUE

P.I.N. 08-19-212-007

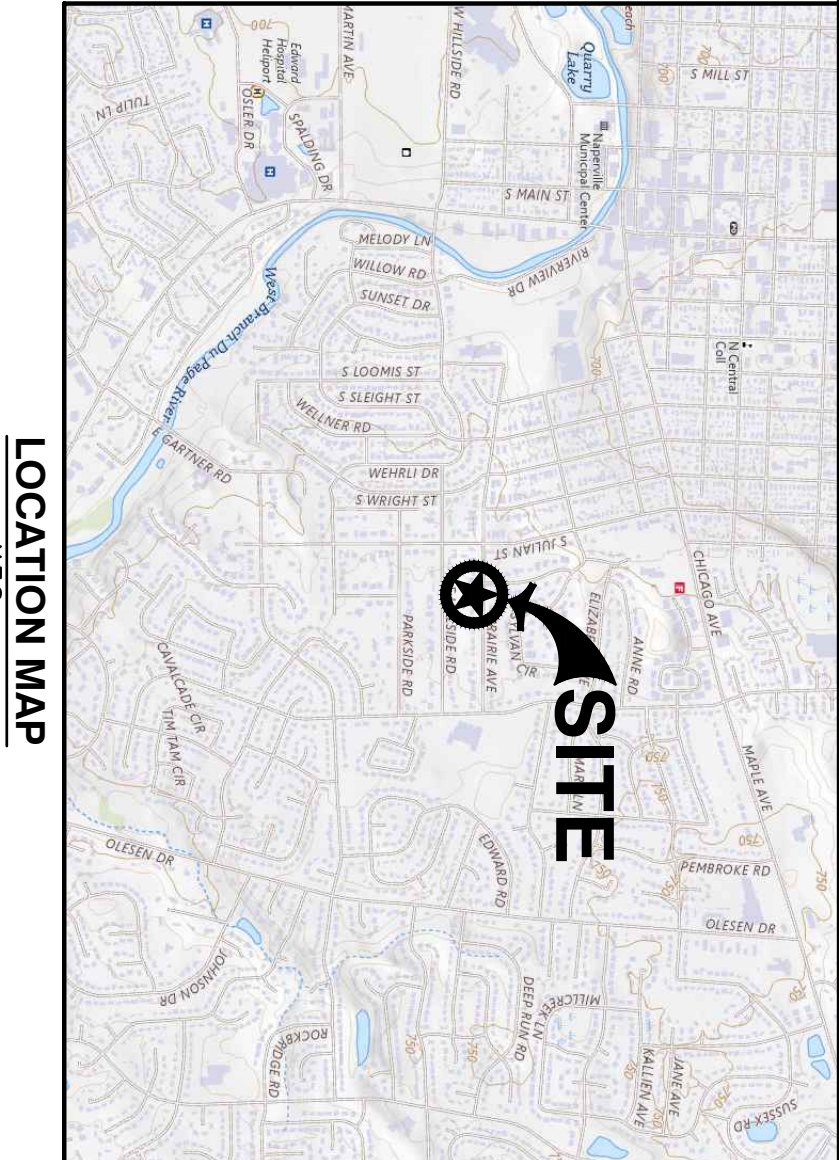


PRELIMINARY/FINAL PLAT OF SUBDIVISION  
OF  
RIZZO SUBDIVISION

BEING A RESUBDIVISION OF PART OF LOT 1 IN BLOCK 2 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.: 08-19-212-007  
PROPERTY ADDRESS: 870 PRAIRIE AVENUE  
NAPERVILLE, ILLINOIS 60540

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



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

AREA SUMMARY TABLE

870 E. PRAIRIE AVENUE	14,412 S.F. (0.331 AC.)
WHITE OAK DRIVE VACATION	6,418 S.F. (0.147 AC.)
GROSS BOUNDARY AREA	20,830 S.F. (0.478 AC.)
ROW DEDICATION	0 S.F. (0.000 AC.)
NET AREA	20,830 S.F. (0.478 AC.)
EASEMENTS:	
EXISTING EASEMENTS:	
PUBLIC UTILITIES	747 S.F. (0.017 AC.)
PROPOSED EASEMENTS:	
PUBLIC UTILITIES & DRAINAGE	4,852 S.F. (0.111 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 CURRENT TITLE SEARCH, PRE-EXISTING PRIOR EASEMENTS, AND SETBACKS. ANY SETBACKS OR EASEMENTS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, DECLARATIONS, COVENANTS, CONDITIONS, LOCAL ORDINANCES, DEEDS AND OTHER RESTRICTIONS MAY NOT BE SHOWN.
- 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 765 ILCS 205/1 UPON THE RECORDED CHANGE OF THE FINAL PLAT OF SUBDIVISION, 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.

REVISION RECORD

NO.	DATE	DESCRIPTION
1	04/18/2025	ISSUED PER CITY COMMENTS, DATED 8/1/2025

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

**ANTHONY RIZZO**  
870 PRAIRIE AVENUE  
NAPERVILLE, ILLINOIS 60540

DRAWN BY: **MAJ** CHECKED BY: **TJM** APPROVED BY: **\*TJM**  
DATE: **APRIL 18, 2025** DRAW SCALE: **1"=20'** PROJECT NO.: **350-503**

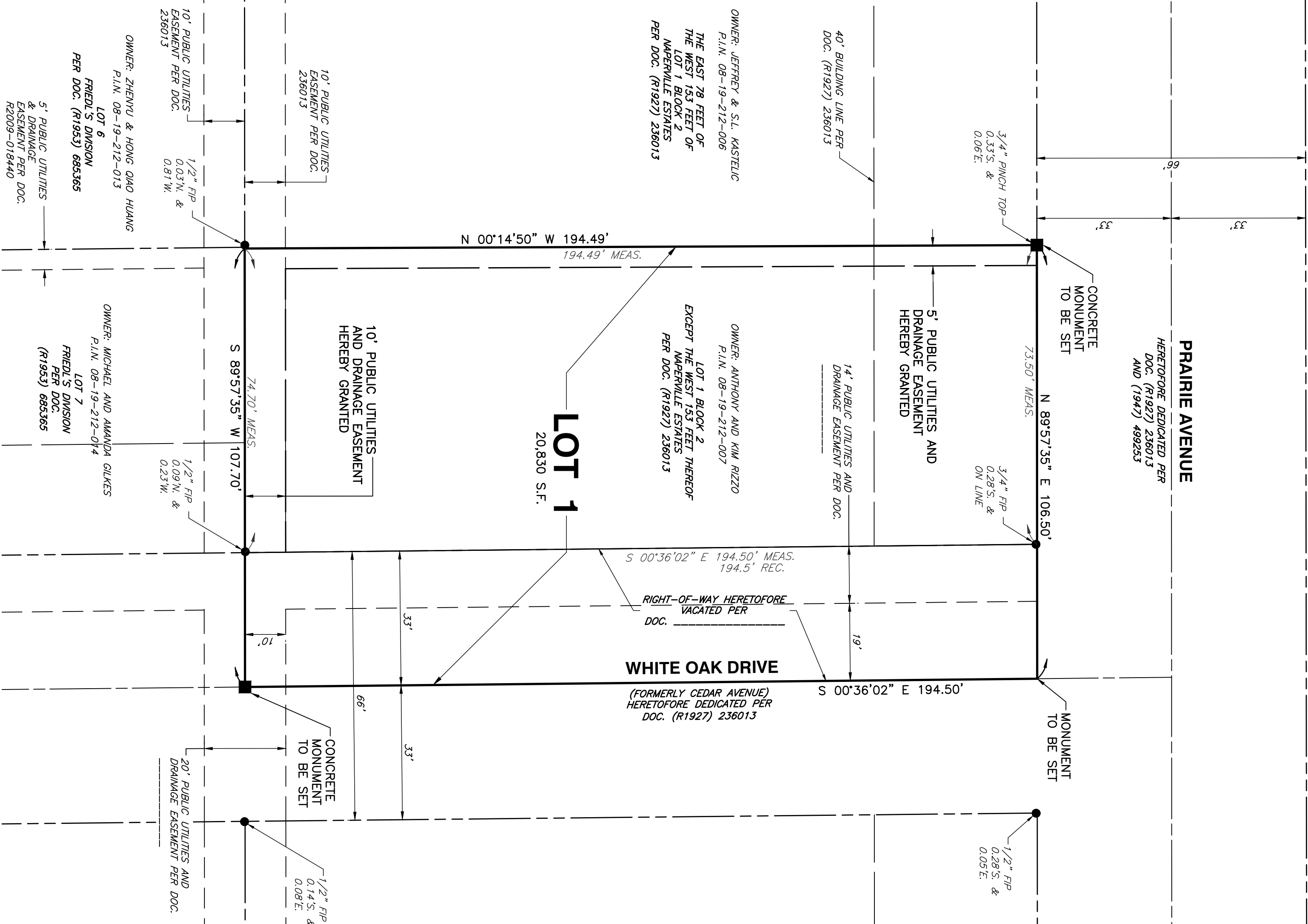
PRELIMINARY/FINAL PLAT OF SUBDIVISION  
SHEET 1 OF 2

ABBREVIATIONS

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

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-0088-2025  
SCALE IN FEET  
0 20 40



A:\350-0001\350-6041-Survey\Draw\350-6041-Plat of Subdivision.dwg(5/10/2025 - 10:35 AM) - L:\350-0001\350-6041-Plat of Subdivision.dwg(5/10/2025 - 10:35 AM)

PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF NAPERVILLE, ILLINOIS ("CITY") AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE OR CONTRACT WITH THE CITY, OR OTHERWISE AUTHORIZED BY THE CITY, INCLUDING BUT NOT LIMITED TO ILLINOIS BELL TELEPHONE COMPANY DBA AT&T ILLINOIS, NICOR GAS COMPANY, 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, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

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

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

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

DUPAGE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

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

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

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

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

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

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

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

IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS

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

AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_M,

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

OWNER'S CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

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

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

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

\_\_\_\_\_  
PRINTED NAME AND TITLE

NOTARY'S CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

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

\_\_\_\_\_, AND \_\_\_\_\_,  
TITLE PRINT NAME TITLE  
SAID OWNER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES  
ARE SUBSCRIBED TO THE FORGOING INSTRUMENT AS SUCH \_\_\_\_\_ AND  
TITLE  
\_\_\_\_\_, RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND  
TITLE  
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 \_\_\_\_\_, 20\_\_\_\_.  
MONTH DATE YEAR

MORTGAGEE'S CERTIFICATE

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

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

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

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

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

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

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

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

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

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

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

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

GIVEN UNDER MY HAND AND SEAL

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

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

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

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

CITY TREASURER'S CERTIFICATE

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } 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

SCHOOL DISTRICT BOUNDARY STATEMENT

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

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

1. THAT \_\_\_\_\_ ARE THE OWNERS OF THE PROPERTY  
LEGALLY DESCRIBED ON THIS PLAT OF SUBDIVISION, WHICH HAS BEEN SUBMITTED TO  
THE CITY OF NAPERVILLE FOR APPROVAL, WHICH LEGAL DESCRIPTION IS  
INCORPORATED HEREIN BY REFERENCE; AND
2. TO THE BEST OF THE OWNERS' KNOWLEDGE, THE SCHOOL DISTRICT  
IN WHICH TRACT, PARCEL, LOT OR BLOCK OF THE PROPOSED SUBDIVISION  
LIES IS:

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

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

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

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

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

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

SURFACE WATER STATEMENT

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

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

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

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

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

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

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
PRINTED NAME AND TITLE

LAND SURVEYOR AUTHORIZATION TO RECORD PLAT

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

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

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 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 }  
COUNTY OF DUPAGE } SS

I, TIMOTHY 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  
SUPERVISION AND THAT THE PLAT HEREON DRAWN IS AN ACCURATE  
REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DIMENSIONS ARE GIVEN  
IN FEET AND DECIMALS THEREOF.

LOT 1 (EXCEPT THE WEST 153 FEET THEREOF, MEASURED ON THE NORTH LINE OF  
SAID LOT AND PARALLEL TO THE WEST LINE OF SAID LOT) IN BLOCK 2 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.

TOGETHER WITH:

THAT PART OF THE WEST HALF OF THE VACATED WHITE OAK DRIVE (FORMERLY  
CEDAR AVENUE) RIGHT-OF-WAY, LYING SOUTH OF THE PRAIRIE AVENUE  
RIGHT-OF-WAY, AND LYING NORTH OF THE EASTERLY EXTENSION OF THE SOUTH  
LINE OF LOT 1 IN BLOCK 2 IN ARTHUR T. MCINTOSH AND COMPANY'S NAPERVILLE  
ESTATES RECORDED MAY 20, 1927 AS DOCUMENT 236013, 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  
SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF NAPERVILLE, WHICH HAS  
ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND IS EXERCISING THE SPECIAL  
POWERS AUTHORIZED BY THE STATE OF ILLINOIS ACCORDING TO 65 ILCS  
5/11-12-6, AS HERETOFORE AND HEREAFTER AMENDED.

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 IN THE COMMUNITY OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL  
FLOOD HAZARD AREAS. THIS 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



Civil & Environmental  
Consultants, Inc.

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

**ANTHONY RIZZO**  
**870 PRAIRIE AVENUE**  
**NAPERVILLE, ILLINOIS 60540**

DRAWN BY: **MAJ** CHECKED BY: **TJM** APPROVED BY: **\*TJM**  
DATE: **APRIL 18, 2025** DWG SCALE: **1"=20'** PROJECT NO.: **350-603**

PRELIMINARY/FINAL PLAT OF SUBDIVISION

DRAWING NO.:  
**SV01**  
SHEET **2** OF **2**