

PROPERTY ADDRESS:
930 PRAIRIE AVENUE
NAPERVILLE, IL 60540

P.I.N.
08-19-213-001

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 GOWOROWSKI SUBDIVISION**

This Owner's Acknowledgement and Acceptance Agreement for the Goworowski Subdivision ("**Agreement**") located at 930 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 Michael R. Goworowski and Cynthia L. Goworowski as trustees of the Michael R. Goworowski Trust ("**OWNER AND DEVELOPER**"), with a mailing address of 916 Turnbridge Circle, 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 930 Prairie Avenue, Naperville, IL 60540, having a parcel identification number of 08-19-213-001, 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 east of the White Oak Drive ROW.

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, 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 Goworowski 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 and to then subdivide the SUBJECT PROPERTY into two (2) single-family residential lots.

G. OWNER AND DEVELOPER intends to demolish the existing home on the SUBJECT PROPERTY and construct two (2) new single-family homes on the two (2) new single-family residential lots.

H. 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 Goworowski 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 870 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 Improvement 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 Improvement 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 870 Prairie Avenue, and notarized.

No site or building permits will be issued for the SUBJECT PROPERTY or the property located at 870 Prairie Avenue, until the approved and fully executed Shared Improvements Agreement is recorded with the DuPage County Recorder.

5. **School Donation. \$8,944.23** (based on 1 four-bedroom single family detached unit), in accordance with Table A (attached). OWNER and DEVELOPER acknowledges that the required school donation amount (\$8,944.23) is calculated based on Section 7-3-5 (Dedication of Park Lands and School Sites or For Payments or Fees In Lieu Of) of the Naperville Municipal Code. OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required school donation pursuant to the "Estimated Lump Sum Payment" provisions set forth in Section 7-3-5:5.2.1 and Subsection 5:5.2.1.1 of the Naperville Municipal Code.

OWNER and DEVELOPER agrees that payment of the school donation amount established herein shall not be paid under protest, or otherwise objected to, and shall be paid prior to recording the Preliminary/Final Subdivision Plat for the SUBJECT PROPERTY. OWNER and DEVELOPER further acknowledges that the school donation established herein will be verified at the time of each building permit issuance, and if the number of bedrooms in the dwelling unit exceeds four (4) bedrooms, then the permit applicant shall be charged for additional bedrooms, in accordance with the school donation table contained in the Naperville Municipal Code in effect at the time the building permit is issued.

6. **Park Donation. \$9,708.00** (based on 1 four-bedroom single family detached unit), in accordance with Table B (attached). OWNER and DEVELOPER acknowledges that the required park donation amount (\$9,708.00) is calculated based on Section 7-3-5 (Dedication of Park Lands and School Sites or For Payments or Fees In Lieu Of) of the Naperville Municipal Code. OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required park donation pursuant to the "Estimated Lump Sum Payment" provisions set forth in Section 7-3-5:5.2.1 and Subsection 5:5.2.1.1 of the Naperville Municipal Code.

OWNER and DEVELOPER agrees that payment of the park donation amount established herein shall not be paid under protest, or otherwise objected to, and shall be paid prior to recording the Preliminary/Final Subdivision Plat for the SUBJECT PROPERTY. OWNER and DEVELOPER further acknowledges that the park donation established herein will be verified at the time of each building permit issuance, and if the number of bedrooms in the dwelling unit exceeds four (4) bedrooms, then the permit applicant shall be charged for additional bedrooms, in accordance with the park donation table contained in the Naperville Municipal Code in effect at the time the building permit is issued.

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: \$75,000.00.** 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. **Existing Structures.** The SUBJECT PROPERTY is improved with a single-family residence and associated driveway and deck ("**Existing Structures**"). OWNER AND DEVELOPER shall, at their own cost, demolish the Existing Structures prior to the recordation of the Preliminary/Final Subdivision Plat. OWNER AND DEVELOPER shall apply for a demolition permit with the City of Naperville. OWNER AND DEVELOPER shall give written notification to the City's Zoning Administrator upon completion of demolition of all Existing Structures on the SUBJECT PROPERTY.

10. **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.

11. **General Conditions.**

11.1 **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).

11.2 **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.

11.3 **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.

- 11.4 **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.
- 11.5 **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.
- 11.6 **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.
- 11.7 **Recordation.** This Agreement will be recorded by the City with the office of the DuPage County Recorder.
- 11.8 **Term.** This Agreement shall be effective upon the Effective Date set forth in Section 11.14 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.
- 11.9 **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.
- 11.10 **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 10 and 11.1, 11.2, 11.3, 11.5, 11.6, 11.10, and 11.13.
- 11.11 **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.
- 11.12 **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.

- 11.13 **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.
- 11.14 **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/MICHAEL R. GOWOROWSKI:

Michael R. Goworowski

[Signature]

Michael R. Goworowski

[Printed name]

owner

[Title]

State of ~~Illinois~~ Florida

County of ~~DuPage~~ Duval) ss

The foregoing instrument was acknowledged before me by Michael R. Goworowski
this 28 day of November, 2025.

Janimar Q

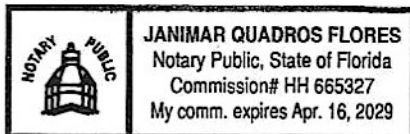
Notary Public

Janimar Quadros Flores

Print Name

Given under my hand and official seal this 28 day of November, 2025.

-Seal-



Janimar Q

Notary Public

My Commission Expires: April 16, 2029

OWNER AND DEVELOPER/CYNTHIA L. GOWOROWSKI:

Cynthia L. Goworowski
[Signature]

Cynthia L. Goworowski
[Printed name]

Owner
[Title]

Florida
State of ~~Illinois~~
Duval) ss
County of ~~DuPage~~)

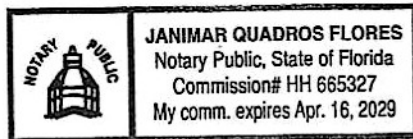
The foregoing instrument was acknowledged before me by Cynthia L. Goworowski
this 28 day of November 2025.

Janimar Q
Notary Public

Janimar Quadros Flores
Print Name

Given under my hand and official seal this 28 day of November, 2025.

-Seal-



Janimar Q
Notary Public
My Commission Expires: Apr. 16, 2029

CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

ATTEST:

By: _____
Dawn C. Portner
City Clerk

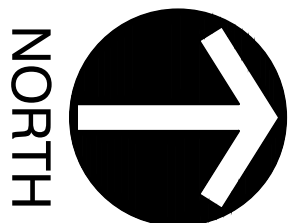
Date: _____

LEGAL DESCRIPTION

LOT 4 (EXCEPT THE EAST 175 FEET THEREOF) 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: 930 PRAIRIE AVENUE

P.I.N. 08-19-213-001



PRELIMINARY/FINAL PLAT OF SUBDIVISION
OF
GOWOROWSKI SUBDIVISION

BEING A RESUBDIVISION OF PART OF LOT 4 IN BLOCK 1 AND PART OF VACATED WHITE OAK DRIVE IN ARTHUR 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.I.N.: 08-19-213-001
CURRENT PROPERTY ADDRESS: 930 PRAIRIE AVENUE
NAPERVILLE, ILLINOIS 60540

PROPERTY ADDRESS AFTER RECORDATION:

LOT 1: 916 PRAIRIE AVENUE
NAPERVILLE, ILLINOIS 60540
LOT 2: 920 PRAIRIE AVENUE
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

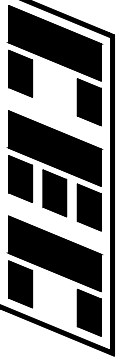
930 PRAIRIE AVENUE	24,310 S.F. (0.558 AC.)
WHITE OAK DRIVE VACATION	6,418 S.F. (0.147 AC.)
GROSS BOUNDARY AREA	30,728 S.F. (0.705 AC.)
ROW DEDICATION	0 S.F. (0.000 AC.)
NET AREA	30,728 S.F. (0.705 AC.)
EASEMENTS:	
EXISTING EASEMENTS:	1,250 S.F. (0.028 AC.)
PUBLIC UTILITIES	
PROPOSED EASEMENTS:	
PUBLIC UTILITIES & DRAINAGE	5,270 S.F. (0.121 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 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 RECORDEATION OF THE FINAL PLAT OF SUBDIVISION, UNLESS OTHERWISE NOTED. MONUMENTS SET ARE 3/4" LONG IRON PIPE.
- THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A SUBDIVISION SURVEY, CIVIL & LAND SURVEYING, ILLINOIS PROFESSIONAL DESIGN FIRM, LICENSE NUMBER 184.004002, EXPIRES APRIL 30, 2027.
- 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 7-5-33.22 OF THE NAPERVILLE MUNICIPAL CODE. NO CREDIT SHALL BE GIVEN FOR ANY EXISTING STRUCTURE.

REVISION RECORD

NO.	DATE	DESCRIPTION
1	04/18/2025	REVIEWED PER CITY COMMENTS, DATED 4/11/2025
2	04/18/2025	REVIEWED PER CITY COMMENTS, DATED 04/20/2025



Mike Goworowski
Civil & Environmental
Consultants, Inc.
www.cecinc.com

1230 East Diehl Road
Suite 200
Naperville, IL 60563
Ph: 630.963.6026

MIKE GOWOROWSKI
916 TURNBRIDGE CIRCLE
NAPERVILLE, ILLINOIS 60540

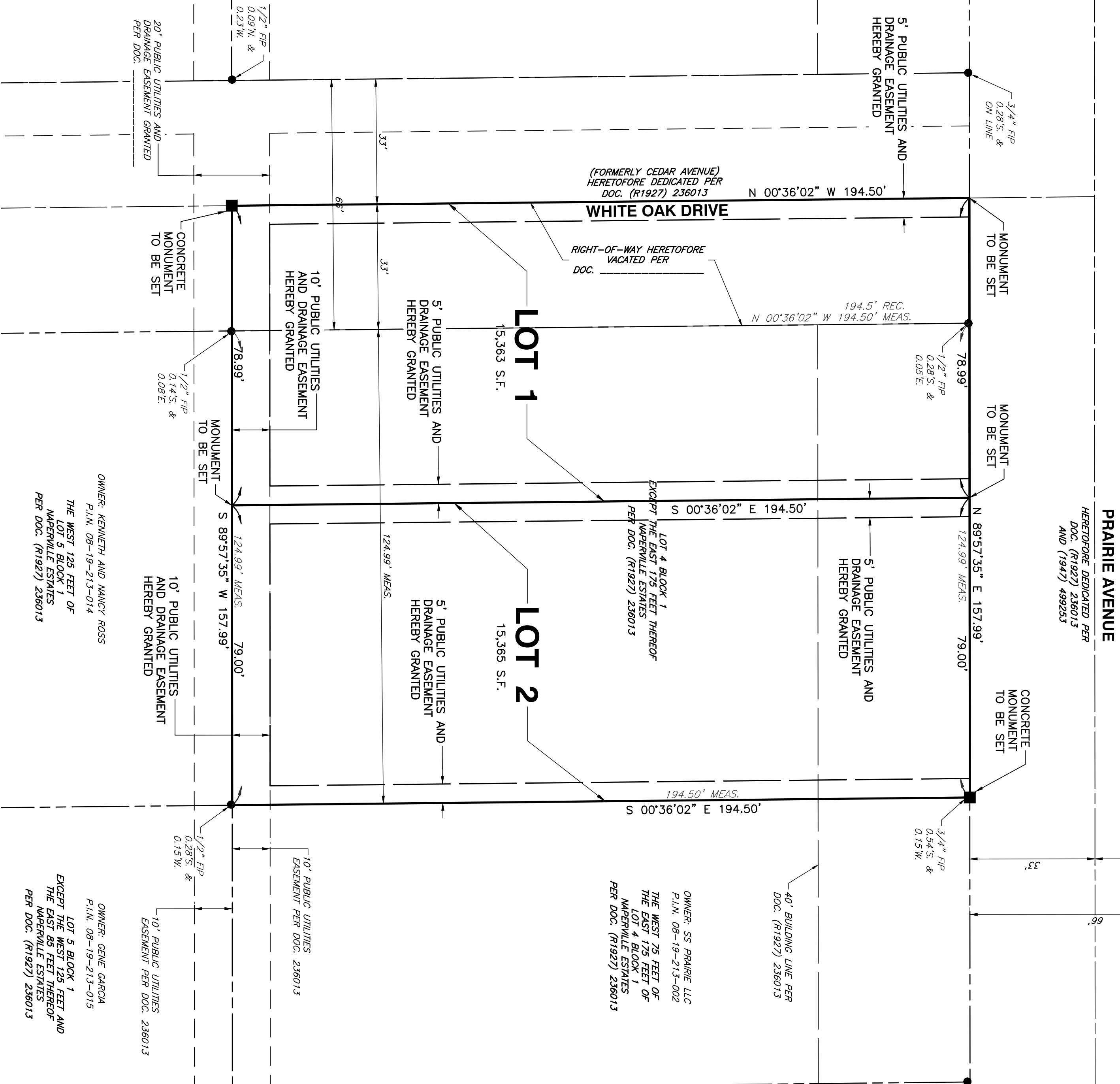
DRAWN BY:	MAJ	CHECKED BY:	TJM	APPROVED BY:	*TJM
DATE:	APRIL 18, 2025	DWG SCALE:	1"=20'	PROJECT NO.	350-502

PRELIMINARY/FINAL PLAT OF SUBDIVISION

SHEET 1 OF 2
SV02

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-0087-2025



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 POWER COMPANY, COMCAST OF ILLINOIS, WESINGHAUS, LLC AND THEIR SUCCESSORS AND ASSIGNS, TO INSTALL, MAINTAIN, OPERATE, REPAIR, REPLACE, MARKED "PUBLIC UTILITIES AND DRAINAGE EASEMENTS" OR ("UTILITIES") 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 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 OVER AND ACROSS THE PROPERTY DESCRIBED HEREIN FOR THE LIMITED PURPOSE OF REPAIRING, REPLACING, TESTING, AND/OR OPERATING, MAINTAINING, EXCHANGING, REMOVING, REPAIRING, TESTING AND/OR REPLACING CITY OWNED UTILITY EQUIPMENT AND METERS WHICH STRAY SAID PROPERTY, INCLUDING NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

DUPAGE COUNTY CLERKS 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 CURRENT TAXES, AND NO UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN 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

OWNERS CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

THIS IS TO CERTIFY THAT MICHAEL R. GOWOROWSKI AND CYNTHIA L. GOWOROWSKI 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____.

BY: _____ SIGNATURE _____ ATTEST: _____ SIGNATURE _____

PRINTED NAME AND TITLE _____ PRINTED NAME AND TITLE _____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

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 FORGOING 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

MY COMMISSION EXPIRES ON _____ MONTH _____, 20____.

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 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 _____ }
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) _____, 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 _____, 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: _____ MAYOR _____ ATTEST: _____ 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 60540-6598

OWNERS: _____

BY: _____ SIGNATURE _____ ATTEST: _____

TITLE: _____ PRINT NAME _____ ITS: _____

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

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 DUTY TO MAINTAIN AND REPAIR. THE SUBDIVIDER WILL BE RESPONSIBLE FOR THE 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 }
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 "GOWOROWSKI SUBDIVISION," DO HEREBY AUTHORIZE THE CITY OF NAPERVILLE CITY CLERK OR AN EMPLOYEE THEREOF TO RECORD THE 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 SURVEY AND SUBDIVISION, ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.

LOT 4 (EXCEPT THE EAST 175 FEET THEREOF) 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.

TOGETHER WITH:

THAT PART OF THE EAST HALF OF THE VACATED WHITE OAK DRIVE (FORMERLY CEDAR AVENUE) RIGHT-OF-WAY LYING SOUTH OF THE PRADRE AVENUE RIGHT-OF-WAY, AND LYING NORTH OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 4 IN BLOCK 1 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 POWER AUTHORIZED BY THE STATUTES 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 PLANNETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS WHICH 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

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

MIKE GOWOROWSKI
916 TURNBRIDGE CIRCLE
NAPERVILLE, ILLINOIS 60540

DRAWN BY: **MAJ** CHECKED BY: **TJM** APPROVED BY: ***TJM**
DATE: **APRIL 18, 2025** DRAW SCALE: **1"=20'** PROJECT NO: **350-602**

PRELIMINARY/FINAL PLAT OF SUBDIVISION

SHEET **2** OF **2**
SV02

School Donation Worksheet

Name of Subdivision 930 Prairie Ave

School Donation = Land 0.0281 Cash \$8,944.23 = Total Land x \$318,300.00

=Round (((Total Elementary Pop. x 0.0231) + (Total Jr. High Pop. x 0.0208) + (Total High School Pop x 0.0267)),4)

Type of Unit	Pre-School 0 - 4 Yrs	Elementary Grades K-5	Junior High Grades 6-8	High School Grades 9-12	Adults 18-up	Total per Unit
Detached						
Single-family						
2-bedroom	0.120	0.000	0.411	0.000	0.138	0.000
3-bedroom	0.268	0.000	0.486	0.000	0.153	0.000
1 4-bedroom	0.371	0.371	0.702	0.702	0.259	0.259
5-bedroom	0.386	0.000	0.590	0.000	0.236	0.000
Attached						
Single-Family						
1-Bedroom						0.000
2-Bedroom	0.206	0.000	0.084	0.000	0.057	0.000
3-Bedroom	0.214	0.000	0.104	0.000	0.039	0.000
4-Bedroom	0.183	0.000	0.271	0.000	0.106	0.000
Apartments						
Efficiency						0.000
1-Bedroom	0.058	0.000	0.032	0.000	0.012	0.000
2-Bedroom	0.129	0.000	0.064	0.000	0.031	0.000
3-Bedroom	0.199	0.000	0.115	0.000	0.073	0.000
People Produced	0.371	0.702	0.259	0.242	1.985	3.532
# of Students Generated =						1.203

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Single-family						
2-bedroom	0.120	0.000	0.411	0.000	0.138	0.000
3-bedroom	0.268	0.000	0.486	0.000	0.153	0.000
1 4-bedroom	0.371	0.371	0.702	0.702	0.259	0.259
5-bedroom	0.386	0.000	0.590	0.000	0.236	0.000
Attached						
Single-Family						
1-Bedroom	0.206	0.000	0.084	0.000	0.057	0.000
2-Bedroom	0.214	0.000	0.104	0.000	0.039	0.000
3-Bedroom	0.183	0.000	0.271	0.000	0.106	0.000
4-Bedroom						
Apartments						
Efficiency	0.058	0.000	0.032	0.000	0.012	0.000
1-Bedroom	0.129	0.000	0.064	0.000	0.031	0.000
2-Bedroom	0.199	0.000	0.115	0.000	0.073	0.000
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of Students Generated = 1.203