

PROPERTY ADDRESS:
1180 E CHICAGO AVE
NAPERVILLE, IL 60540

P.I.N.
08-17-302-062
DRAFT 2-10-26 – REVISED 2-10-26

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

**OWNER'S ACKNOWLEDGEMENT AND ACCEPTANCE AGREEMENT
FOR IMBURGIA SUBDIVISION**

This Owner's Acknowledgement and Acceptance Agreement for 1180 East Chicago Avenue Subdivision ("**Agreement**") located at 1180 East Chicago 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 Joseph D. Imburgia ("**OWNER AND DEVELOPER**"), with offices at 1060 Prairie Avenue, Naperville, IL 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 1180 East Chicago Avenue Naperville, IL 60540, having a parcel identification number of 08-17-302-062 and is legally described on Exhibit A and depicted on Exhibit B (hereinafter referred as the "**SUBJECT PROPERTY**"). OWNER AND DEVELOPER is the owner of the SUBJECT PROPERTY.

B. OWNER AND DEVELOPER has petitioned the City for approval of a Preliminary/Final Plat of Subdivision for the 1180 East Chicago Avenue Subdivision ("**Preliminary/Final Subdivision Plat**") in order to subdivide the SUBJECT PROPERTY on which an existing residence exists with four bedrooms into two (2) single-family residential lots ("**Lot**" or "**Lots**"). ; Lot 1 with a residence containing four (4) bedrooms and Lot 2 with a residence containing five (5) bedrooms.

C. 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 and the Preliminary/Final Subdivision Ordinance approving this Agreement; (ii) the Preliminary/Final Plat of Subdivision Imburgia Subdivision; (iii) the provisions of the Naperville Municipal Code, as amended from time to time; (iv) all ordinances, resolutions, and agreements passed, adopted, or approved by the Naperville City Council related to the SUBJECT PROPERTY; and (v) all other applicable laws and regulations.
3. **School Donation: \$7,957.50** (based on 1 four-bedroom detached unit, 1 five-bedroom detached unit with a credit for 1 four-bedroom detached unit), in accordance with Table A (attached). OWNER and DEVELOPER acknowledges that the required school donation amount (\$7,957.50) 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 is based upon four (4) bedrooms being constructed on Lot 1 and five (5) bedrooms being constructed on Lot 2. The payment amount will be verified at the time of building permit issuance for the residence to be constructed on each Lot. If the number of bedrooms for the residence to be constructed on either Lot exceeds the numbers identified above, 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: \$10,452.28** (based on 1 four-bedroom detached unit, 1 five-bedroom detached unit with a credit for 1 four-bedroom detached unit), in accordance with Table B (attached). OWNER AND DEVELOPER acknowledges that the required park donation amount (\$10,452.28) 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. Therefore, OWNER AND DEVELOPER shall receive a park donation credit for 1 four-bedroom detached unit.

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 is based upon four (4) bedrooms being constructed on Lot 1 and five (5) bedrooms being constructed on Lot 2. The payment amount will be verified at the time of building permit issuance for the residence to be constructed on each Lot. If the number of bedrooms for the residence to be constructed on either Lot exceeds the numbers identified above, 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:** No fee due.

7.2 **Future Pavement Restoration Fee:** No fee due.

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. **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.

9. **City Water Utility.** A private well currently exists on the SUBJECT PROPERTY. Prior to connection of all or any portion of Lot 1 or Lot 2 to any City utility, OWNER AND DEVELOPER shall provide written evidence and documentation to the satisfaction of the City's Department of Utilities-Water/Wastewater demonstrating that the well has been capped and permanently abandoned per DuPage County Health Department regulations then in effect and is no longer being used for any purpose. Failure to comply with this requirement shall entitle the City to deny issuance of future building permits for Lot 1 and Lot 2. In addition, the City may take such other actions as it deems appropriate, including but not limited to filing ordinance violations against the OWNER AND DEVELOPER and their grantees, successors in interest, assignees, heir, executors, and lessees for each day the violation(s) continue. The provisions of this Section 9 shall survive the termination or expiration of this Agreement.

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, 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.

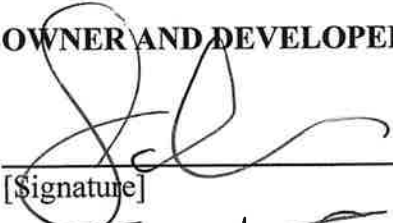
10.3 **Amendment.** The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the parties hereto.

- 10.4 **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.
- 10.5 **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.
- 10.6 **Recordation.** This Agreement will be recorded by the City with the office of the DuPage County Recorder.
- 10.7 **Term.** This Agreement shall be effective upon the Effective Date set forth in Section 10.13 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.
- 10.8 **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 final plat of subdivision and this Agreement by the City Council, the final plat of subdivision and this Agreement shall automatically lapse and become null and void without further action by the City.
- 10.9 **10.9 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 6 and each subpart thereof and Sections/Subsections 7.3, 7.4, 7.5, 9, 10.1, 10.2, 10.4, 10.5, 10.9, and 10.12.
- 10.10 **Authority to Execute/OWNER AND DEVELOPER.** The undersigned warrants that he/she is the OWNER AND DEVELOPER of the SUBJECT PROPERTY, or is the duly authorized representative of the OWNER AND DEVELOPER of the SUBJECT PROPERTY in the case of a corporation, partnership, trust, or similar ownership form which owns the SUBJECT PROPERTY and that the undersigned has full power and authority to sign this document and voluntarily agrees to the provisions set forth herein.
- 10.11 **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.
- 10.12 **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.

10.13 **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: JOSEPH D. IMBURGIA




[Signature]
Joseph Imburgia

[Printed name]

[Title]

State of Illinois)
) ss
County of DuPage)

The foregoing instrument was acknowledged before me by Joseph D. Imburgia this
8 day of May, 2026.

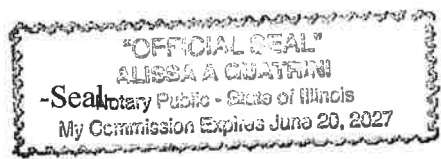


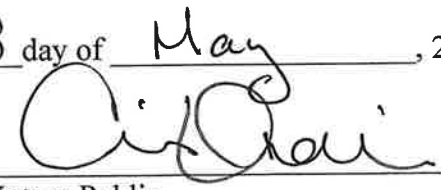
Notary Public

Alissa Quatrini

Print Name

Given under my hand and official seal this 8 day of May, 2026.





Notary Public
My Commission Expires: 6/20/2027

CITY OF NAPERVILLE

By: _____
Douglas A. Krieger
City Manager

ATTEST:

By: _____
Dawn C. Portner
City Clerk

Date: _____

- Civil Engineering
 - Land Surveying
 - Land Planning
 - Stormwater Management
-



January 30, 2026

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 17 AND RUNNING THENCE SOUTH 6 DEGREES 20 MINUTES WEST, 355.08 FEET TO AN IRON STAKE AT THE POINT OF INTERSECTION OF CHICAGO AVENUE CENTER LINE WITH THE CENTER LINE OF OLESON'S LANE; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF CHICAGO AVENUE, 1067.3 FEET TO AN IRON SPIKE IN LINE WITH AN OLD LINE OF MONUMENTATION AND OCCUPATION FOR A PLACE OF BEGINNING; THENCE SOUTH 6 DEGREES 44 MINUTES WEST ALONG SAID OLD LINE OF MONUMENTATION AND OCCUPATION, 448.76 FEET; THENCE SOUTH 73 DEGREES 58 MINUTES WEST, PARALLEL WITH THE CENTER LINE OF SAID CHICAGO AVENUE, 176.34 FEET; THENCE NORTH 16 DEGREES 2 MINUTES WEST, AT RIGHT ANGLES WITH THE SAID CENTER LINE OF CHICAGO AVENUE, 413.8 FEET TO SAID CENTER LINE OF CHICAGO AVENUE; THENCE NORTH 73 DEGREES 58 MINUTES EAST ALONG SAID CENTER LINE, 350.0 FEET TO THE PLACE OF BEGINNING, ALSO KNOWN AS TRACT ONE AS SHOWN ON R.J. MARSELL PLAT OF SURVEY RECORDED JULY 16, 1953 AS DOCUMENT NUMBER 688820, IN LISLE TOWNSHIP, DUPAGE COUNTY, ILLINOIS.

PIN: 08-17-302-062-0000 COMMONLY KNOWN AS 1180 E. CHICAGO AVENUE, NAPERVILLE, ILLINOIS 60540

CITY OF NAPERVILLE PROJECT # DEV-0163-2025
PREPARED: JANUARY 30, 2026
REVISED: MARCH 2, 2026 ADD PIN/ADDRESS

Exhibit A

PRELIMINARY/FINAL PLAT OF SUBDIVISION IMBURGIA SUBDIVISION

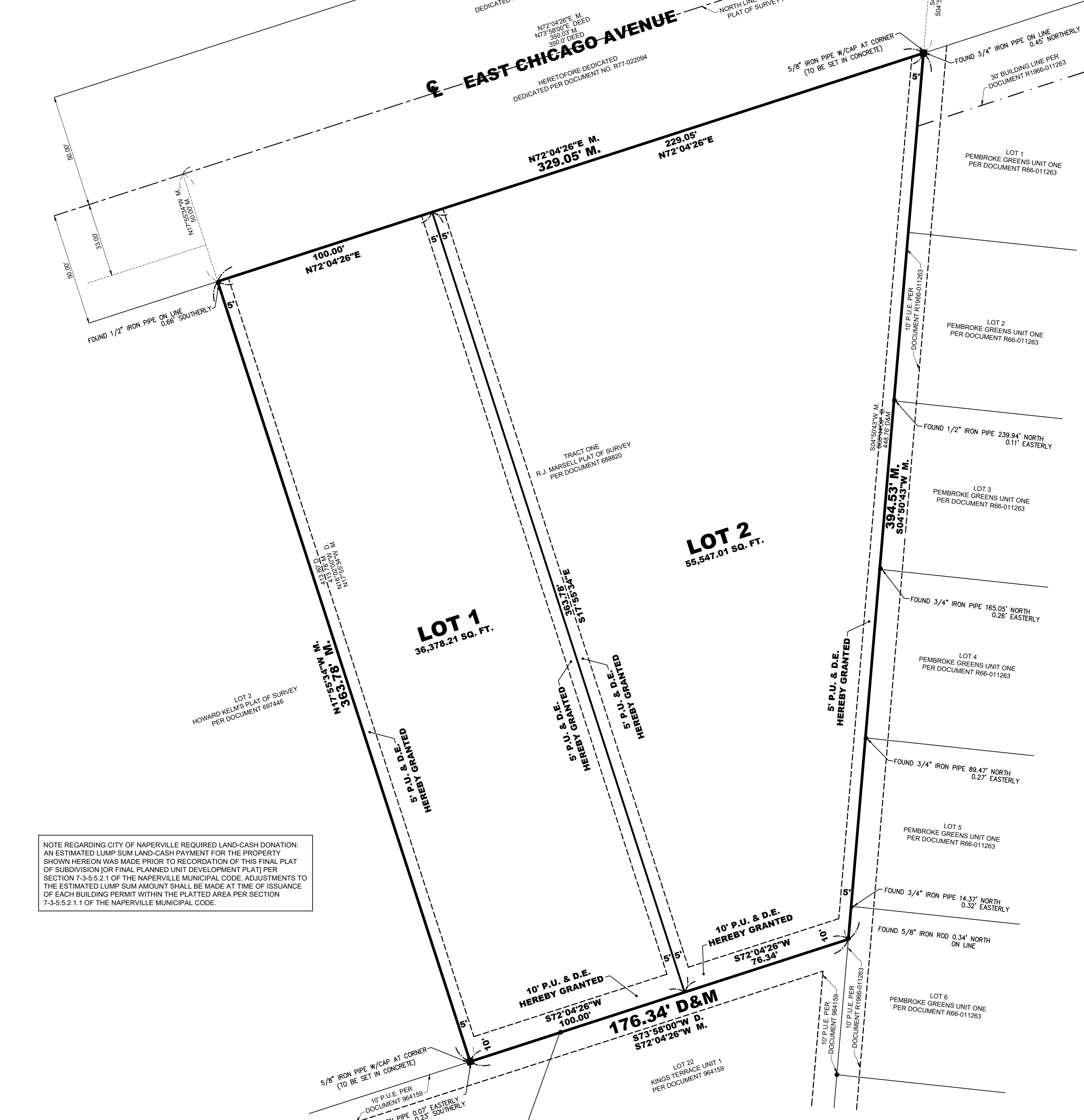
BEING A RESUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

AREA SUMMARY
 LOT 1 AREA = 36,378.21 SQUARE FEET
 LOT 2 AREA = 55,547.01 SQUARE FEET
 EASEMENT AREA = 9,009.56 SQUARE FEET

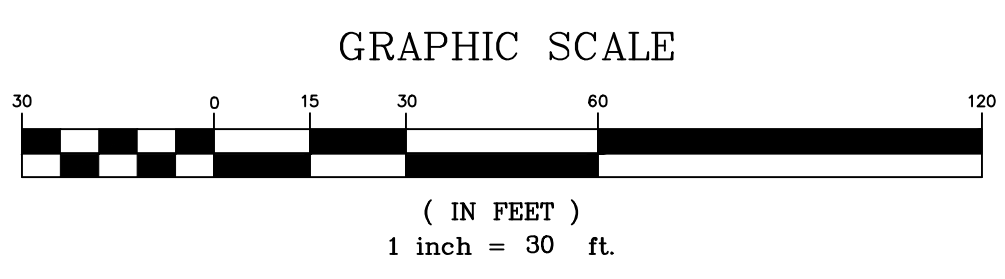
LEGEND

- CONCRETE MONUMENT
- BOUNDARY LINE (HEAVY SOLID LINE)
- GRANT OF EASEMENT LIMITS (DASHED LINE)
- CENTERLINE (SINGLE DASHED LINE)
- UNDERLYING LOT LINE (SMALL DASHED)
- 50.0' R. - RECORDED DIMENSION
- 50.0' D. - DEED DIMENSION
- 50.0' M. - MEASURED DIMENSION
- FOUND OR SET EXISTING IRON PIPE OR IRON ROD MONUMENTATION

NOTES
 ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
 BASIS OF BEARINGS = THE NORTH LINE OF TRACT ONE OF R.J. MARSELL PLAT OF SURVEY AND THE CENTERLINE OF CHICAGO AVENUE = N72°04'26"E (IL-EAST NAD 83)
 ALL EASEMENTS DEPICTED ON THE PLAT MAP ARE FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES UNLESS OTHERWISE NOTED.



NOTE REGARDING CITY OF NAPERVILLE REQUIRED LAND-CASH DONATION: AN ESTIMATED LUMP SUM LAND-CASH PAYMENT FOR THE PROPERTY SHOWN HEREON WAS MADE PRIOR TO RECORDATION OF THIS FINAL PLAT OF SUBDIVISION OR FINAL PLANNED UNIT DEVELOPMENT PLAT PER SECTION 7-3-5.2.1 OF THE NAPERVILLE MUNICIPAL CODE. ADJUSTMENTS TO THE ESTIMATED LUMP SUM AMOUNT SHALL BE MADE AT TIME OF ISSUANCE OF EACH BUILDING PERMIT WITHIN THE PLATTED AREA PER SECTION 7-3-5.2.1.1 OF THE NAPERVILLE MUNICIPAL CODE.



CIVIL ENGINEERING/LAND SURVEYING FIRM:
Wolf Pack CONSULTING, LLC
 418 South Cass Avenue, Westmont, IL 60559
 Office: (815) 436-8200 • wolfpackcdg.com
 Illinois Professional Design Firm No. 194-007246

OWNER:
 JOSEPH IMBURGIA
 1900 EAST PRAIRIE AVENUE
 NAPERVILLE, ILLINOIS 60540
 EMAIL: J.IMBURGIA@GMAIL.COM

PETITIONER:
 DANIEL J. ROBERTS
 5105 DEWITT LANE
 DOWNS GROVE, IL, ILLINOIS 60515
 EMAIL: DANROBERTS@ROBERTSDCB.COM
 PHONE: 630.927.1325

EXISTING PROPERTY ADDRESS:
 1180 E. CHICAGO AVENUE
 NAPERVILLE, ILLINOIS 60540
 PIN: 09-17-302-062-0000

NEW PROPERTY ADDRESS, SUBDIVISION LOT 1:
 1176 EAST CHICAGO AVENUE
 NAPERVILLE, ILLINOIS 60540
 NEW PROPERTY ADDRESS, SUBDIVISION LOT 2:
 1180 EAST CHICAGO AVENUE
 NAPERVILLE, ILLINOIS 60540

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

CENTER OF SECTION 17-38-10
 POINT OF COMMENCEMENT

OWNERS CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF)
 SS. _____
 THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE PROPERTY DESCRIBED ABOVE AND AS SUCH OWNER, HAS CAUSED THE SAME TO BE PLATTED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND AS ALLOWED AND PROVIDED BY STATUTES, AND AS SAID OWNER, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.
 DATED AT _____ ILLINOIS, THIS _____ DAY OF _____ A.D., 20____
 CITY _____ DATE _____
 BY: _____ ATTEST: _____
 SIGNATURE SIGNATURE
 TITLE: _____ TITLE: _____
 PRINT TITLE PRINT TITLE

NOTARY CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF)
 SS. _____
 I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE OF _____
 AFORESAID, DO HEREBY CERTIFY THAT _____
 OF SAID OWNER, WHO ARE PERSONALLY
 KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH
 _____ RESPECTFULLY.

APPEARED BEFORE ME THIS DAY IN PERSON AND JOINTLY AND SEVERALLY ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNER FOR THE USES AND PURPOSES THEREIN SET FORTH.
 GIVEN UNDER MY HAND AND NOTARIAL SEAL
 THIS _____ DAY OF _____ A.D., 20____

 NOTARY PUBLIC SIGNATURE

 PRINT NAME

SCHOOL DISTRICT BOUNDARY CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF)
 SS. _____
 THE UNDERSIGNED, BEING DULY SWORN, UPON HIS OATH DEPOSED AND STATES AS FOLLOWS:
 1. THAT _____ IS THE OWNER OF THE PROPERTY LEGALLY DESCRIBED ON THIS PLAT OF SUBDIVISION, WHICH HAS BEEN SUBMITTED TO THE CITY OF NAPERVILLE FOR APPROVAL, WHICH LEGAL DESCRIPTION IS INCORPORATED HEREON BY REFERENCE; AND
 2. TO THE BEST OF THE OWNERS KNOWLEDGE, THE SCHOOL DISTRICT IN WHICH PARCEL OF THE PROPOSED SUBDIVISION LIES IS:
 NAPERVILLE COMMUNITY UNIT DISTRICT 203
 203 W. HILLSIDE ROAD
 NAPERVILLE, ILLINOIS 60540-6589
 OWNERS NAME: _____
 BY: _____ ATTEST: _____
 ITS: _____ ITS: _____

CITY TREASURER'S CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF)
 SS. _____
 I, TREASURER FOR THE CITY OF NAPERVILLE, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE ANNEXED PLAT.
 DATED AT NAPERVILLE, ILLINOIS, THIS _____ DAY OF _____ A.D., 20____

 CITY TREASURER/DIRECTOR, FINANCE DEPARTMENT

CERTIFICATE OF COUNTY ENGINEER
 STATE OF ILLINOIS)
 COUNTY OF)
 SS. _____
 THIS PLAT HAS BEEN APPROVED BY THE DUPAGE COUNTY DIVISION OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS TO COUNTY HIGHWAY # _____ PURSUANT TO 765 ILCS 205/2; HOWEVER, A HIGHWAY PERMIT FOR ACCESS IS REQUIRED OF THE OWNER OF THE PROPERTY PRIOR TO CONSTRUCTION WITHIN THE COUNTY'S RIGHTS-OF-WAY.
 DATED THIS _____ DAY OF _____ 20____
 BY: _____
 COUNTY ENGINEER



CITY COUNCIL CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF)
 SS. _____
 APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NAPERVILLE, ILLINOIS, AT A MEETING HELD ON THE _____ DAY OF _____ A.D., 20____
 BY: _____ ATTEST: _____
 MAYOR CITY CLERK

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, INCORPORATED GAS COMPANY, 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 ANTENNA TELEVISION SYSTEMS AND INCLUDING STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCHBASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.
 THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDING SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED BOTH FOR SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE CITY OF NAPERVILLE.

EASEMENTS ARE HEREBY RESERVED AND GRANTED TO THE CITY OF NAPERVILLE AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND SUBDIVIDED HEREBY OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES, INCLUDING BUT NOT LIMITED TO, WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE.
 THERE IS HEREBY RESERVED FOR AND GRANTED TO THE CITY AN EASEMENT FOR RIGHT OF ACCESS ON, OVER, ALONG AND ACROSS THE PROPERTY DESCRIBED HEREIN FOR THE LIMITED PURPOSE OF READING, EXAMINING, INSPECTING, INSTALLING, OPERATING, MAINTAINING, EXCHANGING, REMOVING, REPAIRING, TESTING, AND/OR REPLACING CITY OWNED UTILITY EQUIPMENT AND METERS WHICH SERVE SAID PROPERTY, INCLUDING NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

SURFACE WATER STATEMENT
 STATE OF ILLINOIS)
 COUNTY OF)
 SS. _____
 TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO STREAMS, OF CHANNELS WHICH THE SUBDIVIDER HAS THE 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 _____ A.D., 20____

ILLINOIS PROFESSIONAL ENGINEER
 STATE REGISTRATION NUMBER _____
 REGISTRATION EXPIRATION DATE _____
 OWNER'S SIGNATURE _____
 PRINT NAME _____

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

 RECORDER OF DEEDS

SURVEYOR'S CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF)
 SS. _____
 THIS IS TO CERTIFY THAT I, MICHAEL NELSON, AN ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 035-3095, HEREBY STATE THAT I HAVE SURVEYED FOLLOWING DESCRIBED PROPERTY.
 THAT PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE CENTER OF SAID SECTION 17 AND RUNNING THENCE SOUTH 6 DEGREES 20 MINUTES WEST, 355.08 FEET TO AN IRON SPIKE AT THE POINT OF INTERSECTION OF CHICAGO AVENUE CENTER LINE WITH THE CENTER LINE OF OLESON'S LANE; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF CHICAGO AVENUE, 1067.3 FEET TO AN IRON SPIKE IN LINE WITH AN OLD LINE OF MONUMENTATION AND OCCUPATION FOR A PLACE OF BEGINNING; THENCE SOUTH 6 DEGREES 44 MINUTES WEST ALONG SAID OLD LINE OF MONUMENTATION AND OCCUPATION, 448.76 FEET; THENCE SOUTH 73 DEGREES 58 MINUTES WEST, PARALLEL WITH THE CENTER LINE OF SAID CHICAGO AVENUE, 176.34 FEET; THENCE NORTH 16 DEGREES 2 MINUTES WEST, AT RIGHT ANGLES WITH THE SAID CENTER LINE OF CHICAGO AVENUE, 413.8 FEET TO SAID CENTER LINE OF CHICAGO AVENUE; THENCE NORTH 73 DEGREES 58 MINUTES EAST ALONG SAID CENTER LINE, 350.0 FEET TO THE PLACE OF BEGINNING, ALSO KNOWN AS TRACT ONE AS SHOWN ON R.J. MARSELL PLAT OF SURVEY RECORDED JULY 16, 1953 AS DOCUMENT NUMBER 68820, IN LISLE TOWNSHIP, DUPAGE COUNTY, ILLINOIS.

I FURTHER STATE THAT ALL OF THE PROPERTY INCLUDED IN THE ANNEXED PLAT IS WITHIN THE CORPORATE LIMITS OF THE CITY OF NAPERVILLE, ILLINOIS.
 I FURTHER STATE THAT THE CITY OF NAPERVILLE HAS ADOPTED AND 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 STATE THAT THE PROPERTY IN THIS SUBDIVISION IS IN ZONE "X" AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AS SET FORTH ON THE FLOOD INSURANCE RATE MAP FOR THE CITY OF NAPERVILLE, ILLINOIS, COMMUNITY PANEL NUMBER 1704830163, WITH AN EFFECTIVE DATE OF AUGUST 01, 2019. ZONE "X" IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
 GIVEN UNDER MY HAND AND SEAL THIS 5TH DAY OF JULY 25, A.D. 2025.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3095
 MY REGISTRATION EXPIRES ON NOVEMBER 30, 2026
 PROFESSIONAL DESIGN FIRM LICENSE NO. 194-007246-0010 EXPIRES 04/30/2027
IMBURGIA SUBDIVISION
CITY OF NAPERVILLE PROJECT # DEV-0163-2025
 PREPARED: JULY 25, 2025
 REVISED: JANUARY 29, 2026 ADDRESSES, CITY COUNCIL CERT
 CITY DATE OF REVIEW: 12/18/25
 REVISED: FEBRUARY 2, 2026 ADDRESSES, SCHOOL/PARK FEE NOTE
 CITY DATE OF REVIEW: 02/17/26
 REVISED: MARCH 5, 2026 COUNTY ENGINEER CERTIFICATE
 COUNTY DATE OF REVIEW: 03/05/26
 REVISED: MAY 21, 2026 OWNERS/SCHOOL DIST. CERTIFICATE
 CITY DATE OF REVIEW: 05/21/26



School Donation Worksheet

Name of Subdivision 1180 E Chicago Rd

School Donation = **Land** **0.0250** **Cash** **\$7,957.50** = 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	0.222	0.000	1.856	0.000	2.746	0.000
3-bedroom	0.268	0.000	0.486	0.000	0.153	0.000	0.135	0.000	1.913	0.000	2.955	0.000
0 4-bedroom	0.371	0.000	0.702	0.000	0.259	0.000	0.242	0.000	1.985	0.000	3.532	0.000
1 5-bedroom	0.386	0.386	0.590	0.590	0.236	0.236	0.242	0.242	2.191	2.191	3.645	3.645
Attached Single-Family												
1-Bedroom										0.000		0.000
2-Bedroom	0.206	0.000	0.084	0.000	0.057	0.000	0.030	0.000	1.318	0.000	1.697	0.000
3-Bedroom	0.214	0.000	0.104	0.000	0.039	0.000	0.050	0.000	1.966	0.000	2.374	0.000
4-Bedroom	0.183	0.000	0.271	0.000	0.106	0.000	0.105	0.000	2.102	0.000	2.767	0.000
Apartments												
Efficiency									1.400	0.000	1.400	0.000
1-Bedroom	0.058	0.000	0.032	0.000	0.012	0.000	0.013	0.000	1.653	0.000	1.710	0.000
2-Bedroom	0.129	0.000	0.064	0.000	0.031	0.000	0.038	0.000	1.744	0.000	2.007	0.000
3-Bedroom	0.199	0.000	0.115	0.000	0.073	0.000	0.083	0.000	2.005	0.000	2.475	0.000
People Produced		0.386		0.590		0.236		0.242		2.191		3.645

of Students Generated = 1.068

Park Donation Work Sheet

Name of Subdivision 1180 E Ogden

Park Donation = **Land** **0.0323** **Cash** **\$10,452.28** = Land Donation x \$323,600.00
 =Round((Total People Produced x 0.0086),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	0.127	0.000	0.327	0.000	0.102	0.000	0.118	0.000	1.779	0.000	2.453	0.000
3-bedroom	0.244	0.000	0.440	0.000	0.179	0.000	0.177	0.000	1.892	0.000	2.930	0.000
0 4-bedroom	0.348	0.000	0.522	0.000	0.235	0.000	0.265	0.000	2.116	0.000	3.486	0.000
1 5-bedroom	0.333	0.333	0.533	0.533	0.262	0.262	0.279	0.279	2.344	2.344	3.750	3.750
Attached Single-Family												
1-Bedroom										0.000		0.000
2-Bedroom	0.072	0.000	0.091	0.000	0.044	0.000	0.080	0.000	1.610	0.000	1.897	0.000
3-Bedroom	0.157	0.000	0.178	0.000	0.060	0.000	0.113	0.000	1.746	0.000	2.253	0.000
4-Bedroom	0.217	0.000	0.358	0.000	0.154	0.000	0.198	0.000	2.127	0.000	3.053	0.000
Apartments												
Efficiency									1.210	0.000	1.210	0.000
1-Bedroom	0.015	0.000	0.033	0.000	0.013	0.000	0.013	0.000	1.691	0.000	1.764	0.000
2-Bedroom	0.037	0.000	0.063	0.000	0.028	0.000	0.030	0.000	1.748	0.000	1.906	0.000
3-Bedroom	0.037	0.000	0.152	0.000	0.091	0.000	0.083	0.000	2.330	0.000	2.692	0.000
People Produced		0.333		0.533		0.262		0.279		2.344		3.750

Table B