

**Meeting Held Electronically**



**COMMITTEE OF THE WHOLE MEETING**  
**Monday, October 19, 2020**  
(Immediately following the Village Board Meeting)

**AGENDA**

**CALL TO ORDER**

**ROLL CALL**

**AUDIENCE COMMENTS**

**TRUSTEE COMMENTS**

**DISCUSSION**

1. Petition 20-06: Orchard Commons PUD Amendment
2. Moose Lake Estates Unit III Annexation Amendment
3. TIF District Presentation

**ADJOURN**

Initials: JB

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## VILLAGE OF NORTH AURORA BOARD REPORT

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR  
**SUBJECT:** PETITION 20-06: ORCHARD COMMONS PUD AMENDMENT  
**AGENDA:** OCTOBER 19, 2020 COMMITTEE OF THE WHOLE MEETING

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### DISCUSSION

The subject properties are located in the B-2 General Business District and have already been granted a special use for a general commercial planned unit development, known as the Orchard Commons Planned Unit Development, approved by the Village Board in 2007. The PUD was later amended in 2015 to allow a Brewpub on Lot 4 (Hardware Restaurant), Agriculture (Hardware Hop Farm) on Lot 8 and Microbrewery on Lot 3. The intent of this request is to accommodate the immediate development of a restaurant on Lot 3 and to allow the eventual development of a Microbrewery on Lot 8.

A public hearing was conducted on this item before the Plan Commission at their October 6, 2020 meeting. The Plan Commission expressed admiration for the proposed development plans and commended the petitioner for his contributions to the community. The Plan Commission unanimously recommended approval of Petition #20-06, subject to the following conditions:

1. The lighting on the roof sign shall not flash, blink or otherwise animate.
2. Site plan approval (without the need for public hearing) shall be obtained for Lot 8 prior to use of the property.
3. Cross access easement rights shall be established between Lots 3 & 4 to ensure shared parking in perpetuity. ***Plan Commission added condition.***

Staff would like to take this opportunity to solicit feedback from the Village Board on Petition #20-06.

**STAFF REPORT TO THE VILLAGE OF NORTH AURORA PLANNING COMMISSION  
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR**

**GENERAL INFORMATION**

**Meeting Date:** October 6, 2020

**Petition Number:** #20-06

**Petitioner:** Specware, LLC

**Requests:** 1) Special Use - Planned Unit Development Amendment with deviations to the Zoning Ordinance and Sign Ordinance 2) Site Plan Approval (Lot 3)

**Location:** 301 Deerpath Road & 2040 West Orchard Road (Lots 3 & 8 of Orchard Commons)

**Parcel Number(s):** 15-06-126-001 & 15-06-126-006



**Current Zoning:** B-2 General Business District Planned Unit Development (PUD)

**Contiguous Zoning:** North: B-2 General Business District PUD, South: B-2 General Business District PUD, East: B-2 General Business District PUD, West: F – Farming (Unincorporated Kane County)

**Comprehensive Plan Designation:** ‘Regional Commercial’

**PROPOSAL**

The subject properties are located in the B-2 General Business District and have already been granted a special use for a general commercial planned unit development, known as the Orchard Commons Planned Unit Development, approved by the Village Board in 2007. The PUD was later amended in 2015 to allow a Brewpub on Lot 4 (Hardware Restaurant), Agriculture (Hardware Hop Farm) on Lot 8 and Microbrewery on Lot 3. The intent of this request is to accommodate the immediate development of a restaurant on Lot 3 and to allow the eventual development of a Microbrewery on Lot 8.

**REQUESTED ACTIONS**

***1. Special Use - Major PUD Change with Deviations***

According to the Orchard Commons Annexation Agreement, any change to the development of the property, which requires a formal amendment to the Annexation Agreement through a public hearing, shall be considered a ‘major change’ to the development. Major changes must be approved by the Village Board after such hearing and recommendation by the Plan Commission. The PUD Ordinance is part of the Annexation Agreement; therefore, deviations to the PUD are considered an amendment to the Annexation Agreement. Further, the original PUD was created as a special use, which requires any amendment to the PUD be conducted through the special use process.

The following table depicts the differing land uses contained in the Orchard Commons PUD, in comparison with the proposed plans:

	Approved PUD Plan	Current Land Use	Proposed Land Use
<b>Lot 3</b>	Retail Shops/ Microbrewery (2015)	Vacant	Restaurant
<b>Lot 8</b>	Restaurant	Agriculture (Hop Farm)	Microbrewery

Table 1.1

Restaurants are classified as a permitted use in the underlying B-2 General Business District. The petitioner is requesting zoning rights specific to each corresponding lot and not for the entire Orchard Commons PUD. As such, Microbrewery operations would become a permitted use only on Lot 8.

**a. Setback Deviation**

The proposed setback of the restaurant on Lot 3 is 29.85' feet from the eastern property line where thirty-five (35) feet is required. For precedence purposes, a 19.9' foot setback was approved along the northeast corner of the brewpub on Lot 4 (Hardware) in 2015 where a 25' setback is required.

**b. Patio Setback/Easement Encroachment Deviation**

Per Section 12.4 of the Zoning Ordinance, no encroachments are allowed in any easements unless specifically permitted by the easement provisions. The petitioner is proposing a 120 square foot outdoor patio adjacent to the eastern portion of the building. The patio would be located in the in the 35' setback along Orchard Road and in a fifteen 15' public utility easement. Based on the best available information to date, there are no known utilities under the proposed patio area.

**c. Roof Signage Deviation**

A 473 square foot channel letter sign is being proposed on the roof atop the eastern building façade. Section 15.48.060 of the Sign Ordinance prohibits roof signs, which are defined as *any sign erected and constructed wholly on and over the roof of a building and supported by the roof structure*. As roof signs are prohibited, they do not have specified size requirements. If the sign were to be classified as a wall sign, the maximum square footage would be 81 square feet. Staff notes that the surface area of the signage is not 473 square feet of actual surface area -- the Sign Ordinance measures the area of a sign face or lettering not enclosed in a frame by calculating the smallest square, circle, rectangle, triangle or combination that encompasses the extreme limits of the sign, as shown below. The area calculation does not include any supporting framework or bracing.

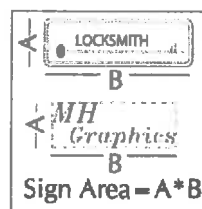


Figure 13 - Area calculation of individual signs

***d. Projecting Sign Deviation***

A double-faced illuminated sign is being proposed on the northwest corner of the building. The sign will project more than six 6' from the building. Section 15.48.060 of the Sign Ordinance prohibits projecting signs, which are defined as *any sign affixed to a building or wall in such a manner that its leading edge extends more than twelve (12) inches beyond the surface of such building or wall.*

***2. Site Plan Approval***

Per the Orchard Commons PUD, prior to development of any one or more lots a final site plan shall be approved by the Village Administrator and Plan Commission without the need for a public hearing. The standards for review and approval of final site plans shall be limited to the following:

*Compliance: Final site plan is in compliance with the terms of this PUD Ordinance and the Annexation Agreement.*

*Circulation: The traffic circulation for the one or more lots is deemed adequate for the use contemplated for such one or more lots and is in harmony with the traffic circulation needs for the larger development.*

*Pedestrian Pathways: Pedestrian pathways within such lots are approved as adequate for the use contemplated for such one or more lots and is in harmony with the pedestrian needs for the larger development. Sidewalks shall be required on one side only of the private drive and an eight (8) foot wide concrete sidewalk be required along the Oak Street frontage. No sidewalk shall be required along Tanner, Orchard or Deerpath frontages.*

*Site Plan Engineering: The final engineering for the area to be developed is in substantial compliance with the Final Subdivision Engineering and is approved by the Village Engineer.*

*Signage: Any signage other than signage permitted by Paragraph 21 herein and other than signage on buildings as permitted by Village ordinance shall require approval as part of the Final Site Plan.*

**STANDARDS FOR SPECIAL USES**

In order to articulate Staff's findings for the major change to the PUD (special use), which includes the proposed land uses and setback deviations, the following response to Standards for Special Uses is provided:

*1. The proposed special use is, in fact, a special use authorized in the zoning district in which the property is located.*

According to the Orchard Commons Annexation Agreement, any change to the development of the property, which requires a formal amendment to the Annexation Agreement through a public hearing, shall be considered a 'major change' to the development. Major changes must be approved by the Village Board after such hearing and recommendation by the Plan Commission. The PUD Ordinance is part of the Annexation Agreement; therefore, deviations to the PUD are considered an amendment to the Annexation Agreement. Further, the original PUD was created as a special use, which requires any amendment to the PUD be conducted through the special use process.

*2. The proposed special use is deemed necessary for the public convenience at that location.*

The proposed uses are commercial uses and are being proposed within a planned commercial PUD.

*3. The proposed special use does not create excessive additional impacts at public expense for public facilities and services, and will be beneficial to the economic welfare of the community.*

A majority of the public improvements located in the Orchard Commons development have already been installed with the anticipation of commercial development.

*4. The proposed use is in conformance with the goals and policies of the Comprehensive Plan, and all Village codes and regulations.*

The Village of North Aurora Comprehensive Plan designates the subject property as Regional Commercial.

*5. The proposed special use will be designed, located, operated, and maintained so as to be harmonious and compatible in use and appearance with the existing or intended character of the general vicinity.*

As previously mentioned, setback deviations are being requested to accommodate the proposed restaurant. Staff has reviewed the submitted site plan and concurs that the placement of the building would better accommodate required parking facilities, provide the necessary space for attractive building entryways and maximize visibility along Orchard Road.

*6. The proposed special use will not significantly diminish the safety, use, enjoyment, and value of other property in the neighborhood in which it is located.*

The special use is being proposed to allow for the development of a restaurant on Lot 3 and to allow the eventual development of a Microbrewery on Lot 8. Restaurants are classified as a permitted use in the underlying B-2 General Business District and a Microbrewery was approved within the development (Lot 3) per the 2015 PUD amendment.

*7. The proposed special use is compatible with development on adjacent or neighboring property.*

The subject properties are surrounded primarily by vacant land with zoning entitlements for commercial land uses.

*8. The proposed special use minimizes potentially dangerous traffic movements, and provides adequate and safe access to the site.*

Internal private road improvements have already been installed. Direct access to the development from Deerpath Road, Tanner Road and Oak Street can be obtained through the two existing private drives. Private Drive No. 1 ("Maxwell Avenue") is centrally-located in the development and provides direct to/from access from Deerpath Road in an east/west orientation. Private Drive No. 2 ("Madison Street") provides access to/from Tanner Road and Oak Street in a north/south orientation.

*9. The proposed special use provides the required number of parking spaces and maintains parking areas, in accordance with the requirements of this Ordinance.*

Staff has reviewed the parking requirements for the proposed uses and finds that the parking will meet the requirements of the Zoning Ordinance.

*10. The proposed special use is served by adequate utilities, drainage, road access, public safety, and other necessary facilities.*

A majority of the public improvements located in the Orchard Commons development have already been installed. Any remaining public improvements needed would be installed during lot development.

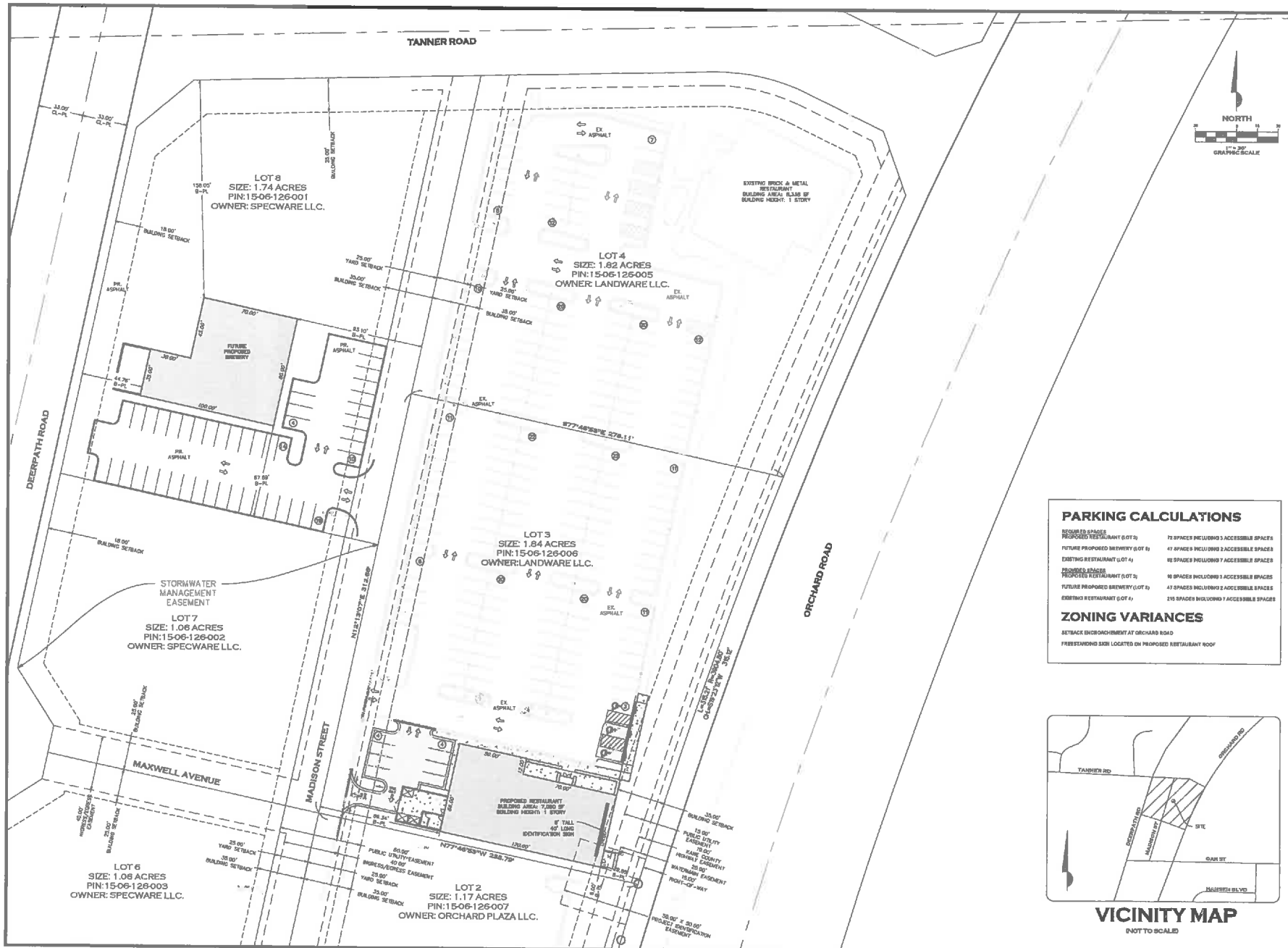
*11. The proposed special use conforms with the requirements of this Ordinance and other applicable regulations.*

As the underlying PUD already includes specific land uses and bulk regulations, amending the PUD through the special use process would allow the proposed development to conform to the requirements of the Orchard Commons PUD Ordinance.

## **FINDINGS**

The Department of Community Development finds that the information presented **meets** the Standards for Specials Uses. The proposed site plan for Lot 3 meets the Orchard Commons Site Plan Review Standards and the Orchard Commons Development PUD Ordinance, as amended. Based on the above considerations, Staff recommends the Plan Commission make the following motion recommending **approval** of Petition #20-06, subject to the following conditions:

1. The lighting on the roof sign shall not flash, blink or otherwise animate.
2. Site plan approval (without the need for public hearing) shall be obtained for Lot 8 prior to use of the property.



#### PARKING CALCULATIONS

EXISTING SPACES PROPOSED RESTAURANT (LOT 3)	75 SPACES INCLUDING 3 ACCESSIBLE SPACES
FUTURE PROPOSED BREWERY (LOT 3)	47 SPACES INCLUDING 2 ACCESSIBLE SPACES
EXISTING RESTAURANT (LOT 4)	95 SPACES INCLUDING 7 ACCESSIBLE SPACES
PROPOSED BREWERY PROPOSED RESTAURANT (LOT 3)	95 SPACES INCLUDING 3 ACCESSIBLE SPACES
FUTURE PROPOSED BREWERY (LOT 3)	47 SPACES INCLUDING 2 ACCESSIBLE SPACES
EXISTING RESTAURANT (LOT 4)	210 SPACES INCLUDING 1 ACCESSIBLE SPACES

#### ZONING VARIANCES

SETBACK ENCROACHMENT AT ORCHARD ROAD  
PREEXISTING SIGN LOCATED ON PROPOSED RESTAURANT ROOF



**VICINITY MAP**  
(NOT TO SCALE)

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DATE: 02/26/2020  
DESCRIPTION: PRELIMINARY REVIEW

**MeritCorp**

3897 Delmar Ct.  
Aurora, IL 60004  
Office: 630.554.6655  
Lic. No. 164-005960



**MADISON STREET RESTAURANT  
ORCHARD COMMONS SUBDIVISION  
LOT 3  
NORTH AURORA, IL**

**PLANNED UNIT DEVELOPMENT PLAN**

PROJECT NO. M20102

DRAWN BY: MTS

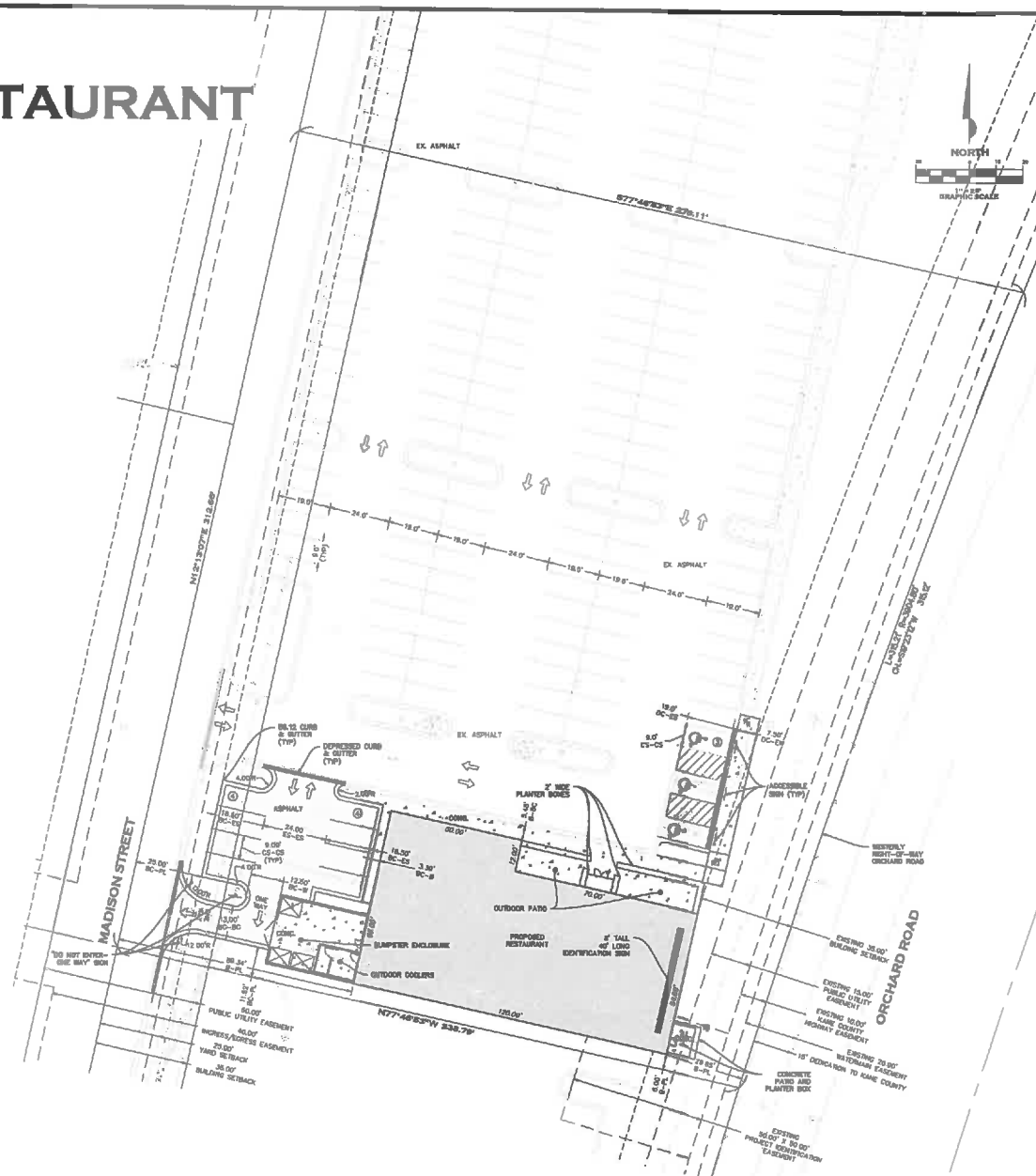
CHECKED BY: TDR

SHEET NO. 1/1

## SYMBOL LEGEND

SYMBOL	PROPERTY LINE	EXISTING
---	BUILDING SETBACK LINE	
---	EASEMENT LINE	
---	DEPRESSED CURB	
---	STORM DRAIN	
---	WATER SEWER	
---	WATER MAIN	
---	Gas LINE	
---	ELECTRICAL LINE	
---	TELEPHONE LINE	
---	OVERHEAD WIRE	
---	FENCE LINE	
---	SILT FENCE	
---	SHADING OUTLINE	
---	MANHOLE	
---	STORM CURB FRASE & SUTURE	
---	STORM MANHOLE	
---	STORM CATCH BASIN	
---	STORM FLARED END SECTION	
---	BAMFAY MANHOLE	
---	VALVE VAULT	
---	PIPE HYDRANT	
---	BUFFALO BOX	
---	Gas VALVE	
---	ELECTRICAL STRUCTURE	
---	TRANSFORMER	
---	POWER POLE	
---	FEEDLINE	
---	TRAVEL SIGNAL	
---	MANHOLE	
---	DRAINAGE ELEVATION	
---	ARROW	
---	OVERLAP ROUTE	
---	AIR CONDITIONER	
---	SINGLE POLE SIGN	
---	DOUBLE POLE SIGN	
---	STREET LIGHT	
---	BOLLARD	
---	PROPERTY LINE	
---	EDGE OF SETBACK	
---	CENTER OF STRIKE	
---	BUILDING	
---	FACE OF CURB	
---	DEPRESSED CURB	
---	WALL	
---	BASIS	

DEVELOPER/OWNER	PARKEER GRACIOUS/152 152 FOREST TRAIL BIRMINGHAM, GEORGIA 35206 865854
JOINT PLAN DEVELOPER/ CRA ENGINEER	WENTCOFF GROUP, L.P., 3801 MARINE COURT ATLANTA, ALABAMA 30304
ADDRESS	CHOCOLATE COMBINE BUSINESS - LOT 3 NORTH AVENUE, B'HM
EXISTING USE	VACANT
EXIST/PROPOSED ZONING	6-4 GENERAL BUSINESS DISTRICT
EXIST/LOT SIZE	1.161 ACRES
EXIST/NO SETBACKS	OWNER REQUEST: NO FRONT YARD SETBACKS TO FRONT YARD DEVELOPER TO BUILD NO FRONT YARD SETBACKS TO FRONT YARD REQUIREMENTS REQUIREMENTS REQUIREMENTS TO FRONT YARD SETBACKS TO FRONT YARD NO SETBACKS TO FRONT YARD NO SETBACKS TO FRONT YARD
PROPOSED BUSINESS NAME	1 STORY 6'
PROPOSED BUSINESS HEIGHT	1 STORY
P.A.S.	700N 8TH FLOOR
PROPOSED PROPOSED	10 SPACE/2500 SQUARE/1 ACCESSIBLE SPACE



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DATE: 08/28/2020 DESCRIPTION: ISSUED FOR REVIEW

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**MADISON STREET RESTAURANT  
ORCHARD COMMONS SUBDIVISION  
LOT 3  
NORTH AURORA, IL**

## SITE PLAN

PROJECT NO. M20102

DRAWN BY: MTS

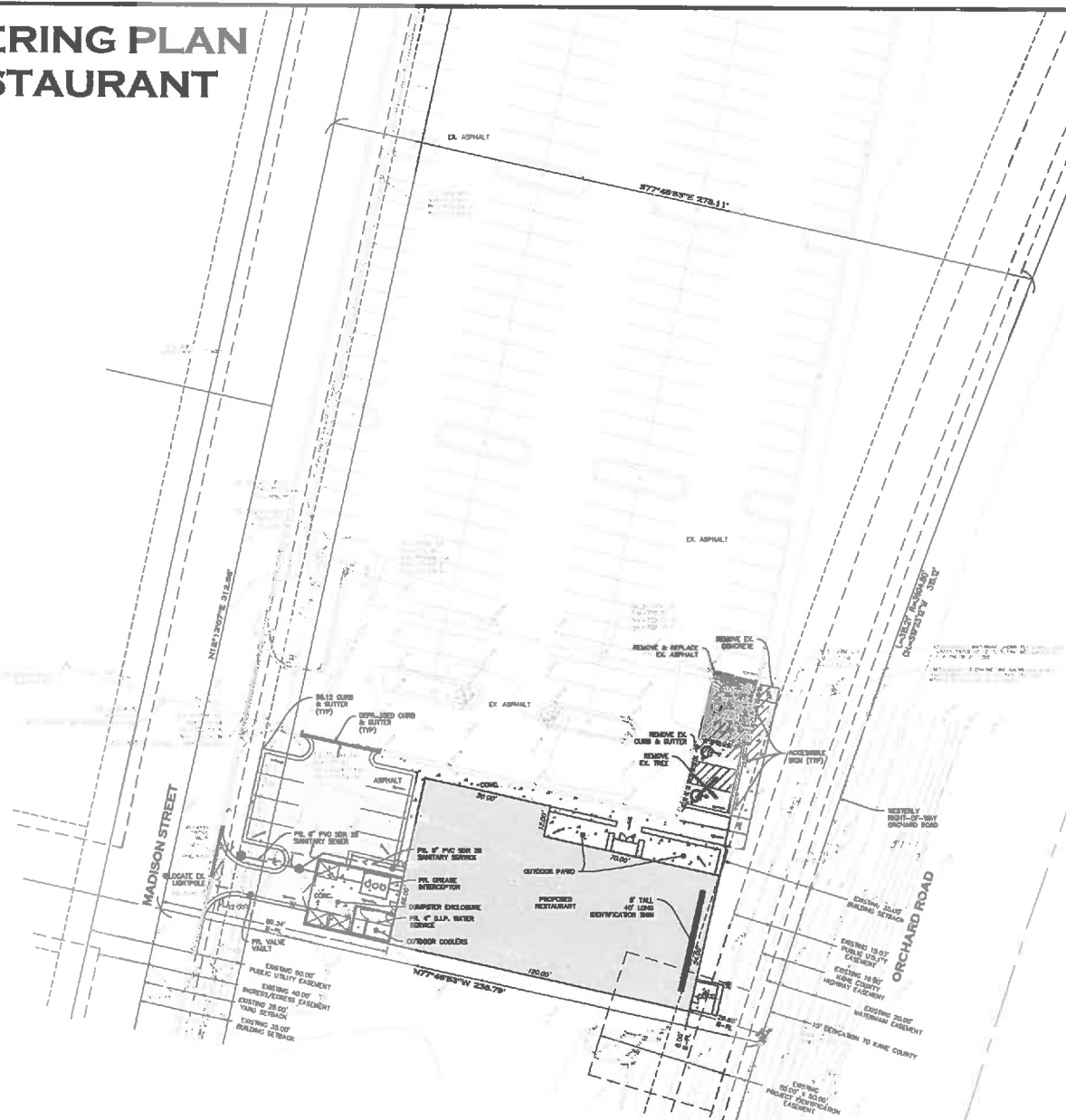
CHECKED BY: TDR

SHEET NO. 1/1

# PRELIMINARY ENGINEERING PLAN MADISON STREET RESTAURANT

## SYMBOL LEGEND

PROPOSED	EXISTING



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DATE: 03/26/2020  
DESCRIPTION: PREP FOR REVIEW

**MeritCorp**

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MADISON STREET RESTAURANT  
ORCHARD COMMONS SUBDIVISION

LOT 3  
NORTH AURORA, IL

PRELIMINARY ENGINEERING PLAN

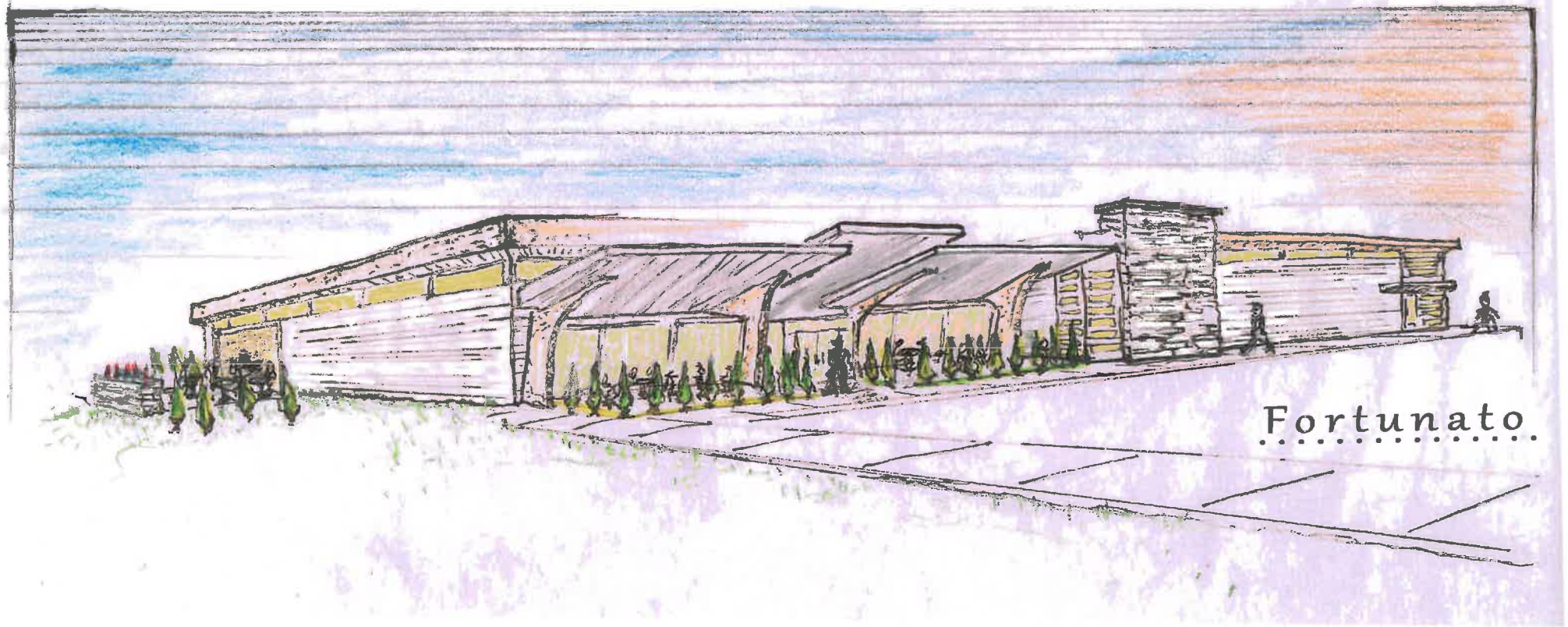
PROJECT NO. M20102

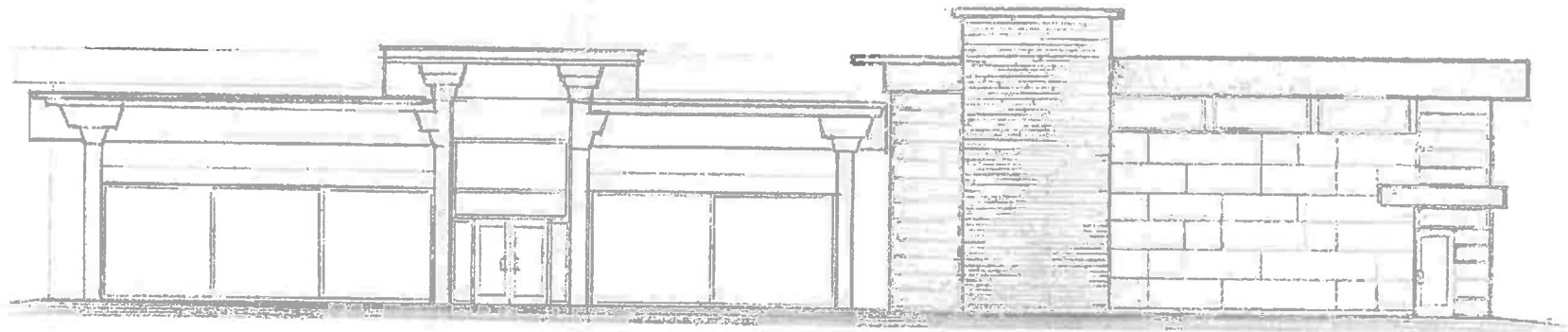
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CHECKED BY: TDR

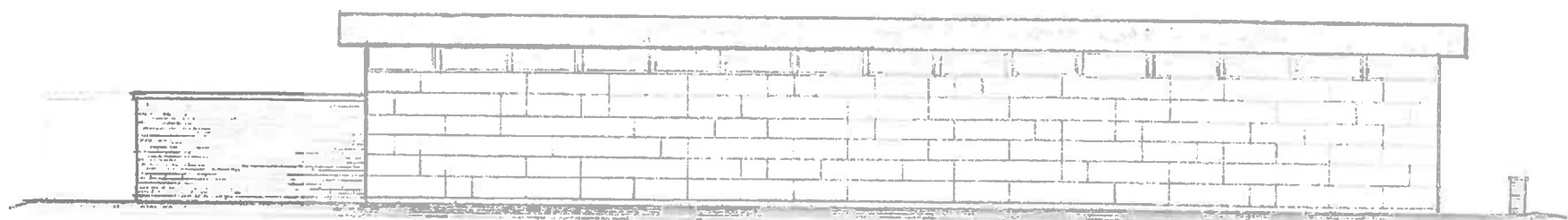
SHEET NO. 1/1



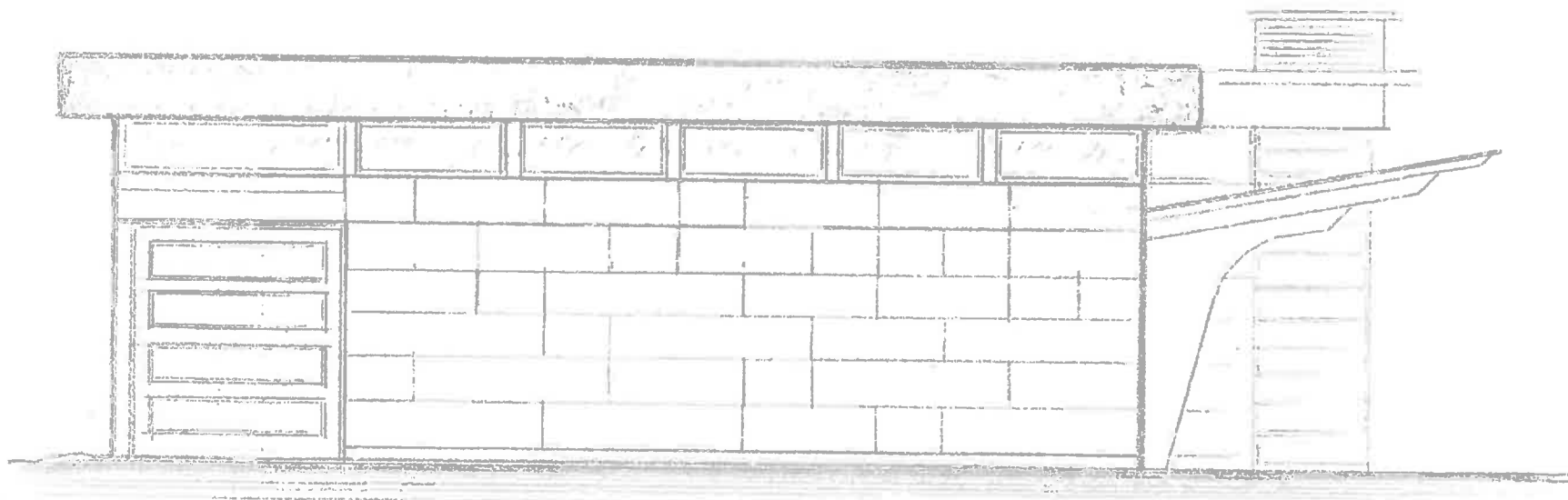




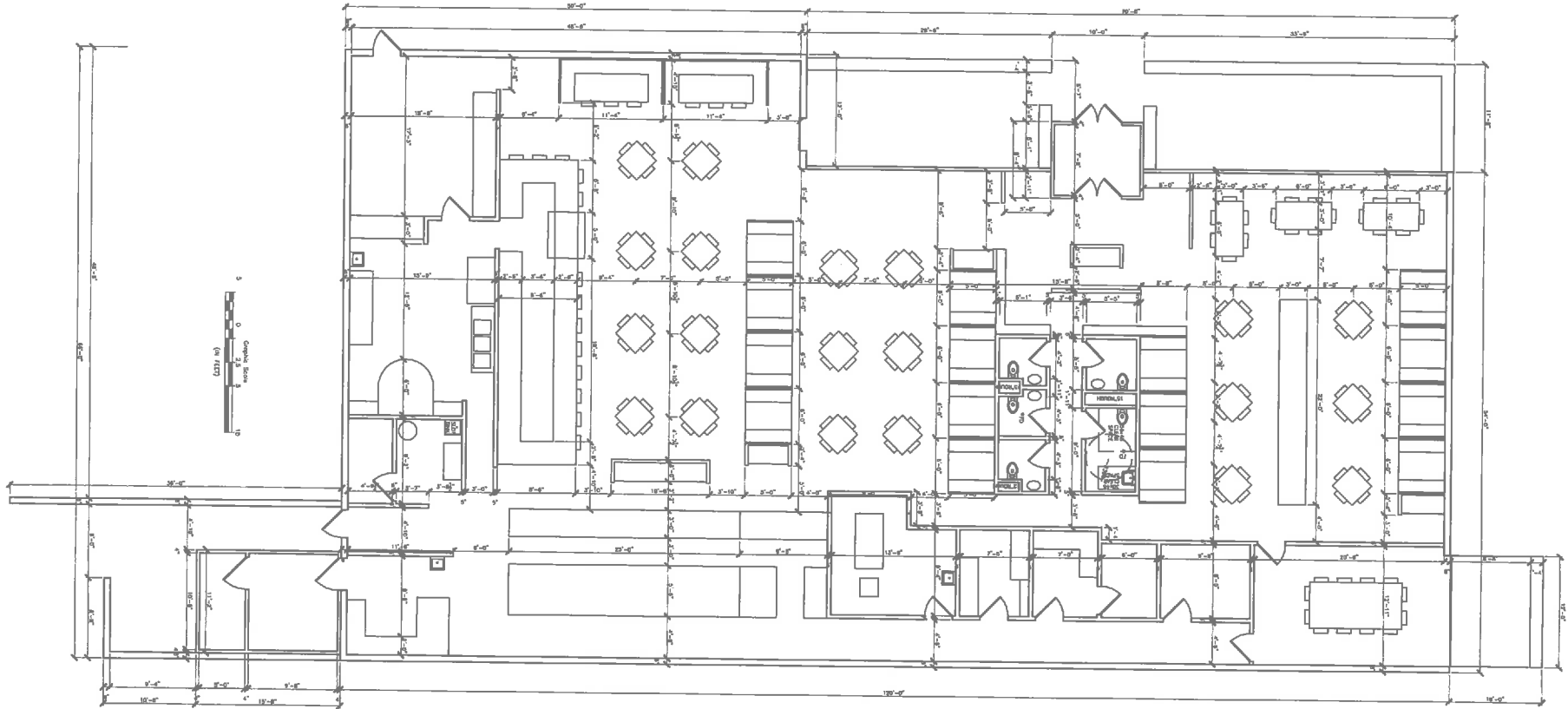
North

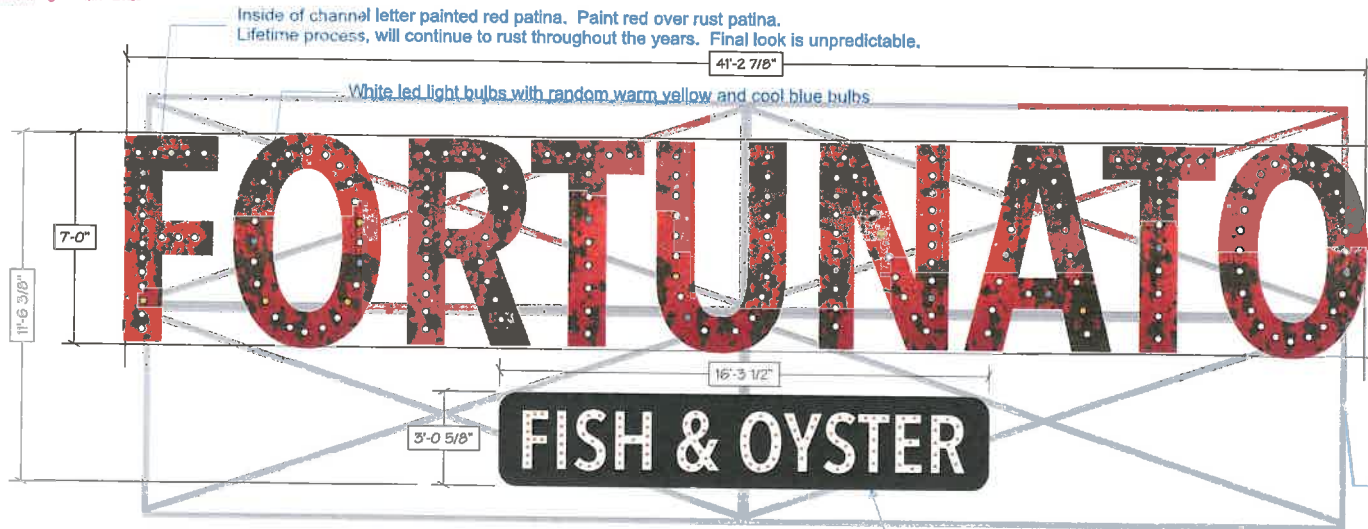


South



East





0'-5"

- Returns painted black
- Custom brackets required
- Disconnect Switch

Engineering required for frame structure

See sheet 2 for details

SIGN TO BE UL LISTED

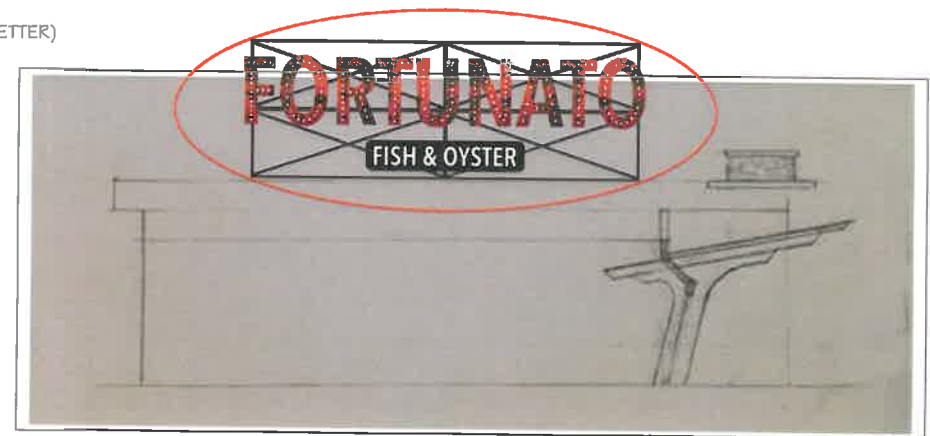
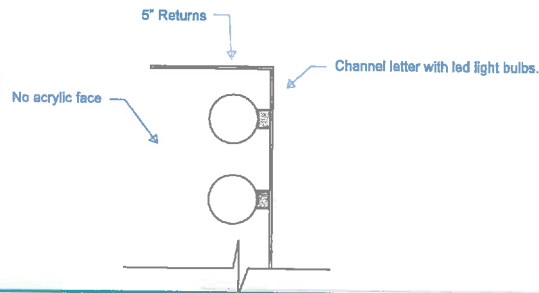
# ILLUMINATED CHANNEL LETTERS MOUNTED ON CUSTOM FRAME BRACKETS

## SINGLE FACE SIGN

FABRICATE AND INSTALL LETTERS OF ALUMINUM.  
 ILLUMINATION TO BE WHITE LED BULBS WITH RANDOM WARM, COOL LED BULBS. (2-3 PER LETTER)  
 INTERIOR LETTERS TO BE COATED RUST PATINA WITH A LAYER OF BLUE PAINT.  
 CUSTOM FRAME REQUIRED AS SIGN WILL BE MOUNTED ON ROOF.  
 SCALE 1/4"=1'

## INSTALLATION INSTRUCTIONS

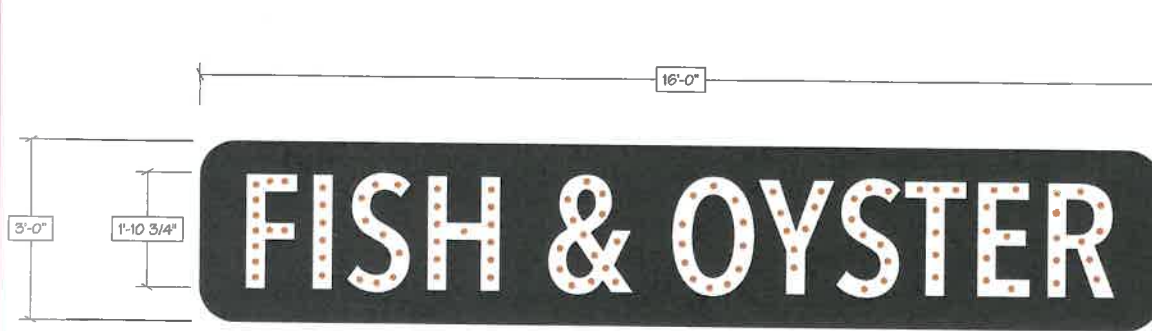
INSTALL ON BUILDING ROOF.  
 CONNECT TO ELECTRICAL SERVICE TO BE PROVIDED BY OTHERS PRIOR TO INSTALL.



Computer generated colors are not a true match to any PMS, vinyl or paint.  
 Rendering shown is for concept only. Actual scale and placement shown are approximate.

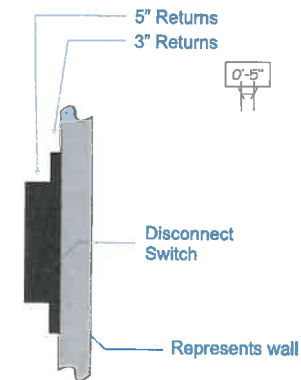
1100 Route 34 Aurora, Illinois 60503 JC 630 898 5900 office 630 898 6091 fax	Prepared For:	Address:	Draw:	Sheet:	Design Date:	LANDLORD APPROVAL SIGNATURE	TITLE:
	Location Name:	City/State:	Rev 1:	Rev 2:		PRINT	DATE:
	FORTUNATO FISH & OYSTER	2000 W. ORCHARD RD AURORA, IL	200941	1	9/3/20		

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### ILLUMINATED CHANNEL LETTERS MOUNTED ON A BACKER

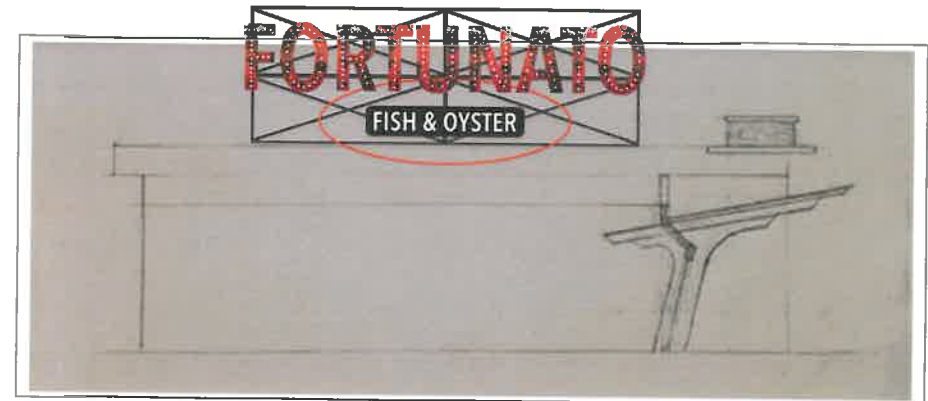
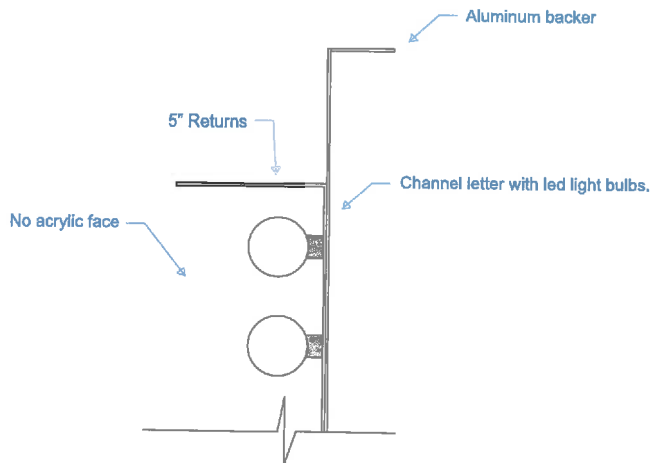
FABRICATE AND INSTALL LETTERS OF ALUMINUM.  
 ILLUMINATION TO BE WHITE LED BULBS WITH RANDOM WARM, COOL LED BULBS. (1-2 PER LETTER)  
 INTERIOR LETTERS TO BE COATED WHITE  
 BACKER TO BE 3" DEEP, PAINTED BLACK.  
 SCALE 1/2"=1'



SIGN TO  
 BE UL  
 LISTED

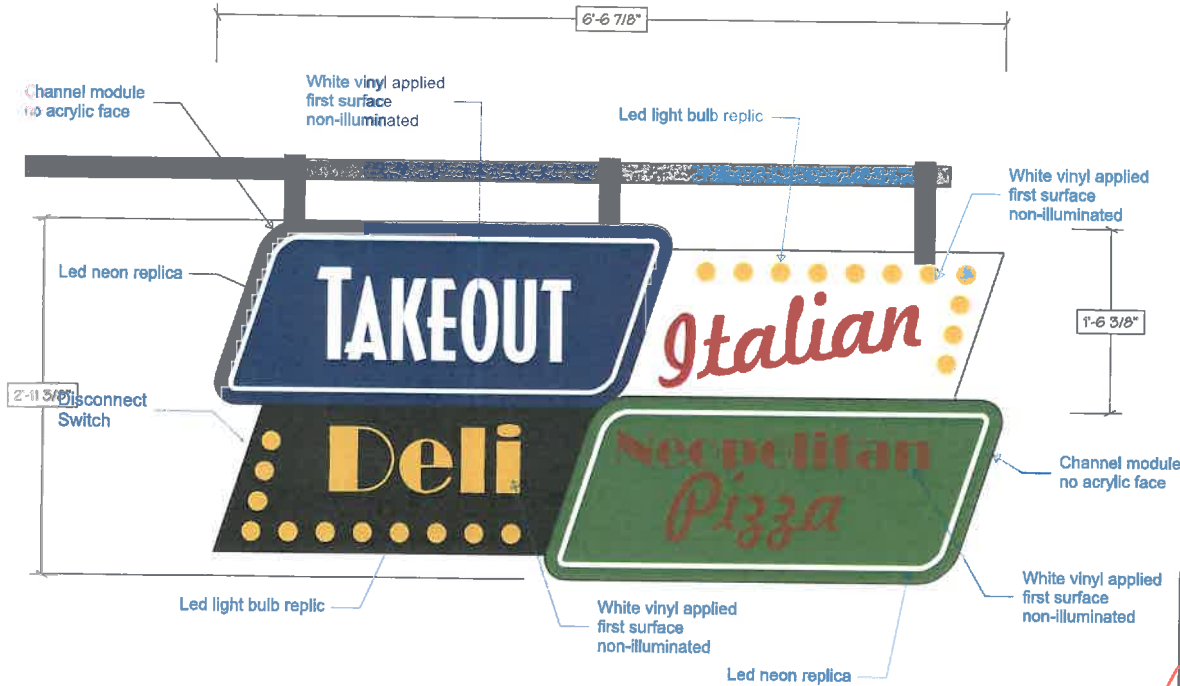
### INSTALLATION INSTRUCTIONS

INSTALL ON BUILDING ROOF.  
 CONNECT TO ELECTRICAL SERVICE TO  
 BE PROVIDED BY OTHERS PRIOR TO INSTALL.



1100 Route 34 Aurora, Illinois 60503 JC 630 898 5900 office 630 898 6091 fax	Prepared For: FORTUNATO FISH & OYSTER Location Name:	Address: 2000 W. ORCHARD RD City/State: AURORA, IL	Draw: 200941 Rev 1: Rev 2:	Sheet: 2 Design Date: 9/3/20	LANDLORD APPROVAL SIGNATURE PRINT	TITLE: DATE:
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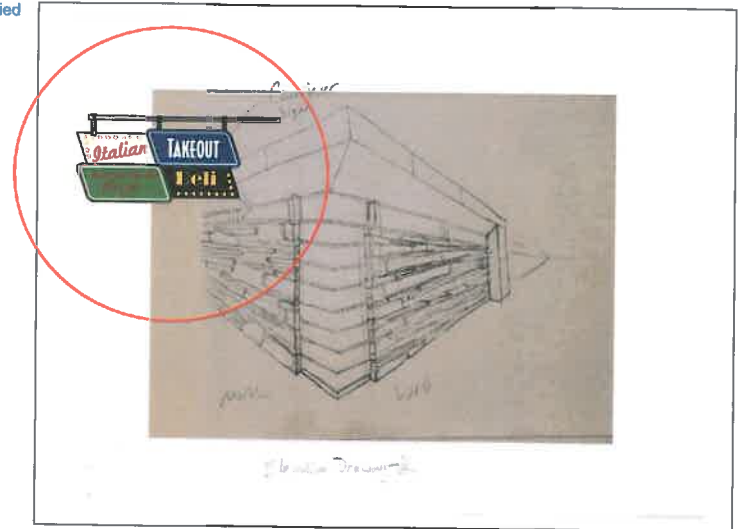


SIGN TO BE UL LISTED

ALL SIZES TBD

**INSTALLATION INSTRUCTIONS**  
 LOCATION TBD.  
 CONNECT TO ELECTRICAL SERVICE TO BE PROVIDED BY OTHERS PRIOR TO INSTALL.

**DOUBLE FACE ILLUMINATED SIGN**  
 FABRICATE AND INSTALL SIGN OF ALUMINUM AND ACRYLIC.  
 ALL EXPOSED METAL SURFACES TO BE COATED WITH ACRYLIC POLYURETHANE.  
 SCALE 1"=1'



Computer generated colors are not a true match to any PMS, vinyl or paint.  
 Rendering shown is for concept only. Actual scale and placement shown are approximate.

1100 Route 34 Aurora, Illinois 60503 JC 630 898 5900 office 630 898 6091 fax	Prepared For: FORTUNATO FISH & OYSTER Location Name:	Address: 2000 W. ORCHARD RD City/State: AURORA, IL	Draw: 200941 Rev 1: Rev 2:	Sheet: 5	Design Date: 9/8/20	LANDLORD APPROVAL SIGNATURE PRINT	TITLE: DATE:
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**VILLAGE OF NORTH AURORA  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR  
**FROM:** MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR  
**SUBJECT:** MOOSE LAKE ESTATES SUBDIVISION  
**AGENDA:** OCTOBER 19, 2020 COMMITTEE OF THE WHOLE MEETING

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**DISCUSSION**

M/I Homes is the contract buyer for the remaining lots within Moose Lake Estates Units I & II (32 lots) and all of Unit III (36 lots). M/I Homes ("M/I") intends to develop the lots with single-family homes and is currently working through the Annexation Agreement to ensure clarity of their development obligations. A draft annexation agreement has been submitted to the Village for consideration with concurrence from Village Staff and the Village Attorney. In order to close by the end of the year, as mandated by the seller, M/I requires certain confirmations from the Village, which have been incorporated into the proposed 3<sup>rd</sup> amendment Annexation Agreement ("3<sup>rd</sup> Amendment"). While a majority of the items included in the 3<sup>rd</sup> Amendment relate to the development status of the properties, with regard to the Annexation Agreement obligations Staff notes the following items:

- M/I would be responsible to complete all outstanding punch list improvements in Unit III, including parkway trees and sidewalks. The 2<sup>nd</sup> Amendment requires completion by December 31, 2020. M/I will be requesting four years to complete all obligatory improvements.
- Per the proposed 3<sup>rd</sup> Amendment, certain building permit fees would be locked for a period of five years. Staff notes there are certain fees that are determined by outside service providers (engineering review, water meter costs, etc.). M/I has agreed that the fee lock would not apply on increases to third-party fees such as engineering, legal and inspection fees.
- M/I would like to solidify the side yard setback approved by the Village as part of the plat of subdivision approvals from 2003. The 3<sup>rd</sup> Amendment would solidify the interior side yard minimum of seven and a half feet (7.5'). Staff notes that each structure has a minimum of twenty foot (20') separation from other residences, as provided in the Unit III Plat, regardless of the side yard setback requirement.

M/I will also be requesting formal approval of the plat of subdivision for Unit III. The plat of subdivision for Unit III was approved by the Village (per the annexation agreement dated 2003) and recorded in 2006. Subsequently, the former developer requested the plat be vacated so the Village would release public improvement surety during the economic downturn in 2011.

According to representatives of M/I, the building product design is still underway and they plan to meet with the Moose Lake Estate Homeowner's Association in the near future to discuss the development of the properties. Staff notes there are currently no design standards in place.

Staff is now soliciting feedback from the Village Board on the subject matter.

**This instrument prepared by:**

Vince Rosanova  
Rosanova & Whitaker, Ltd.  
127 Aurora Avenue  
Naperville, Illinois 60540

**Return to:**

Vince Rosanova  
Rosanova & Whitaker, Ltd.  
127 Aurora Avenue  
Naperville, Illinois 60540

ABOVE SPACE FOR RECORDER'S USE ONLY

**THIRD AMENDMENT TO ANNEXATION AGREEMENT**  
**(Moose Lake Estates Subdivision)**

BY AND BETWEEN the Village of North Aurora, an Illinois municipal entity (the "Village"), and M/I Homes of Chicago, LLC, ("MI"), a Delaware limited liability company, in regard to the Moose Lake Estates Subdivision Development, North Aurora, Illinois ("Moose Lake Estates"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WHEREAS, Gladstone Acquisitions L.L.C., an Illinois limited liability company ("Gladstone"), Moose International, an Indiana not-for-profit corporation ("Moose International"), and the Village entered into a certain Annexation Agreement dated May 15, 2003, and recorded in Kane County, Illinois, Recorder's office on June 9, 2003, as document number 2003K094737 ("Annexation Agreement"), which Annexation Agreement was amended by a certain First Amendment thereto entered into between Gladstone and the Village dated October 27, 2008, and recorded in Kane County, Illinois, Recorder's office on October 31, 2008, as document number 2008K082763 ("First Amendment"), and by a certain Second Amendment entered into between Gladstone, Property Speculators LLC, an Illinois limited liability company ("Property Speculators"), DKK Land Investors, LLC, an Illinois limited liability company ("DKK"), and the Village dated April 21, 2011, and recorded in the Kane County, Illinois, Recorder's office on June 20, 2011, as document number 2011K036389 ("Second Amendment") (The Annexation Agreement, First Amendment and Second Amendment are collectively referred to herein as "Annexation Agreement"), and the property described therein was annexed to the Village on May 27, 2003, pursuant to Ordinance No. 03-05-27-04, which Ordinance was recorded in Kane County, Illinois, Recorder's office on June 11, 2003, as document number 2003K095960; and

WHEREAS, MI is the Contract Purchaser of the remaining vacant lots in Units 1 & 2 and Unit 3 as legally described on Exhibit A ("Subject Property"); and

WHEREAS, the Plat of Subdivision for Moose Lake Estates - Unit 3, which was recorded on April 12, 2006, as document number 2006K039751 (the "Unit 3 Plat"), was vacated pursuant to the provisions of the Second Amendment, providing for an extension of four (4) years for the public concrete sidewalks, parkway trees, parkway landscaping and related improvements to be completed for Unit 3 after the Unit 3 Plat is re-recorded; and

WHEREAS, the Annexation Agreement provides a mechanism for making minor changes to the Preliminary Plan, preliminary and/or subdivision plans and/or plats, which mechanism requires approval by the Village Board without Plan Commission Review or Public Hearing (Section 5; Procedures B. of the Annexation Agreement); and

WHEREAS, the Village and MI have come to an Agreement regarding the Annexation Agreement that does not include any major changes to the Preliminary Plan, preliminary and/or subdivision plans and/or plats or changes to the zoning of the Subject Property, and affects only the timing for completion and acceptance of public improvements, subdivision security and related matters to address the final build-out of Moose Lake Estates as a result; and

WHEREAS, the President and Board of Trustees find that the changes to Annexation Agreement are in the best interests of the Village.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN the Village and MI to revise the Annexation Agreement without public hearing as a minor amendment as follows:

1. **Defined Terms.** Any defined term used herein and not otherwise defined herein shall have the meaning ascribed to such term in the Annexation Agreement.
2. **Completion of the Moose Lake Estates Public Improvements.** The Village hereby confirms that all Public Improvements in Unit 1 and Unit 2 of Moose Lake Estates, including, without limitation, the underground improvements including water and sanitary sewer facilities and stormwater control facilities, with the exception of the items itemized on the Punch List (defined below) have been completed by prior developers.
3. **Improvements.** The Village has provided to MI an inventory of all outstanding public improvements which reflects all outstanding improvements with respect to the Moose Lake Estates (Units 1, Unit 2 & Unit 3), a copy of which is attached hereto as Exhibit B (the "Punch List"). In connection with its construction of single-family homes on the Subject Property, MI shall, at its expense, correct all Punch List deficiencies and construct all on-site (i.e., constructed on the Subject Property) improvements which shall include on-site sidewalks, parkway trees, and water and

sewer service lines from the right-of-way to the homes. Other than as specified on the Punch List, MI shall have no obligation to make any off-site or on-site improvements. MI shall have a period of four (4) years from the date of recording the Moose Lake Estates Unit 3 Plat of Subdivision to complete the Punch List improvements for Units 1, 2 & 3 as well as all on-site sidewalks and Parkway Trees. Except for as specifically excepted on the Punch List, all subdivision improvements necessary for MI to obtain building permits for the residential building lots within the Property to be acquired by MI have been installed by prior developers or the Village and have been approved and accepted by the Village, including without limitation water supply and distribution improvements, sanitary sewer lines, retention and/or detention basins, streets, curbs and gutters (except for public sidewalks and Parkway Trees to be installed on the individual lots being purchased by MI in compliance with the requirements of Village ordinances). The Village hereby confirms that the prior developer has executed and delivered a bill of sale acceptable to the Village for all streets and other public improvements to be owned by the Village within Moose Lake Estates.

4. **Recapture.** The Village and MI acknowledge and agree that there are no outstanding recapture agreements applicable to the Subject Property.
5. **Fees.** Paragraphs 11 and 12 of the Annexation Agreement are hereby amended so that MI shall pay the development related fees identified on Exhibit C ("Fees") at the time of Building Permit or Certificate of Occupancy issuance, as listed on Exhibit C. These Fees shall be the sole and exclusive fees applicable to the Subject Property (including, but not limited to, building permit fees, occupancy permit fees, sewer and water connection fees, land/cash, transition and building plan review and inspection fees). All fees shall not be increased for a period of five (5) years from recording of this Agreement. Notwithstanding anything herein to the contrary the Village and M/I agree that all third-party review and consulting fees incurred by the Village relative to Moose Lake Estates shall be reimbursed to the Village by M/I and said five year prohibition on increases shall not apply to said third-party fees such as engineering, legal and inspection fees.
6. **Revenue Gap Fee.** The Village confirms that the Revenue Gap Fee identified in Exhibit D of the Annexation Agreement was waived as part of the Second Amendment, is not being collected and shall not be applicable to the Subject Property.
7. **Surety.** The Village agrees that MI shall be permitted to post a letter of credit or cash deposit to satisfy its surety requirements relative to any outstanding Punch List items. The Village hereby approves the Engineer's Estimate of Probable Cost for the Punch List items attached hereto as Exhibit D ("EEOPC").

8. **Final Engineering Plans; Unit 3 Plat.** Final engineering plans and specifications for Moose Lake Estates prepared by Taurus Engineering dated December 10, 2002, were previously approved by the Village. Upon MI correction of the Punch List items, the Village hereby confirms that the Subject Property has been developed in conformance with the approved engineering plans. The Unit 3 Plat is approved for re-recording and shall be re-recorded before any permits are issued.
9. **Setbacks**
- a. **Side Yard Setback Variance.** The Village hereby confirms the granting of interior side yard setback variances permitting interior side yards of a minimum seven and a half feet (7.5') for the Subject Property, which variance was included on the Plans and was intended to be listed in Section 31 of the Annexation Agreement, providing that each structure has a minimum of twenty foot (20') separation from other structures, as provided in the Unit 3 Plat.
- b. **Other Setbacks.** All other setbacks shall be as provided in the Unit 3 Plat.
10. **Dormant Special Service Area.** The Subject Property is included in a so-called "dormant" Special Service Area which was enacted to permit the Village to reimburse itself for any costs incurred in performing the obligations of the Moose Lake Estates Community Association. To date, this dormant Special Service Area has not been activated, and no Special Service Area taxes are due or payable with respect thereto, nor does the Village presently anticipate activating said Special Service Area unless the Association fails to maintain the elements described in the Special Service Area Ordinance.
11. **Storm Water Management.** The Village hereby confirms that MI shall have no obligation to modify the existing storm water improvements located in Moose Lake Estates which the Village confirms are adequate to serve the Property and which have been installed in accordance with the Engineering Plans, unless modifications are reasonably required to accommodate the development in keeping with sound engineering standards.
12. **Conflict with Ordinances.** If any pertinent existing resolutions or ordinances, or interpretations thereof, of the Village are inconsistent or in conflict with any provision hereof, then the provisions of this Agreement and the ordinances passed pursuant hereto shall constitute lawful and binding amendments to, and shall supersede the terms of, said inconsistent ordinances or resolutions, or interpretations thereof, as they may relate to Moose Lake Estates.

**13. Village Consent.** The Village acknowledges that upon MI's acquisition of the Property, MI will succeed all rights, duties and interests of the "Owner" and "Developer" in and to that certain Annexation Agreement. With regard thereto, the Village hereby certifies to MI that:

- a. The Village is not aware of any breaches or defaults under the Annexation Agreement of any prior Owner or Developer of the Property that have not been cured or otherwise resolved to the satisfaction of the Village.
- b. The Village hereby confirms that the Property is zoned E-3 PUD, and that all zoning and subdivision control deviations granted in the Annexation Agreement and preliminary plat of subdivision remain in full force and effect.
- c. The Village hereby approves the transfer of ownership to MI in accordance with paragraph 26 of the Annexation Agreement and will approve subsequent transfers to MI's assignees.

**14. Assignability.** This Agreement shall run with the land and, as such, shall be binding upon subsequent owners of the Subject Property, provided, however, that MI shall not assign its rights or delegate its duties hereunder, and such rights shall not inure to subsequent owners of the Subject Property unless the Village provides its prior written express consent of the proposed assignee of such rights, which consent shall not be unreasonably withheld. The Parties agree that it shall be unreasonable for the Village to withhold its consent if the proposed assignee is an affiliate or entity controlled by MI or an unrelated experienced, reputable, qualified and significant builder/developer of the type of residential community contemplated in this Agreement. If MI desires the Village approve an assignment, it shall make such request to the Village in writing, which request shall identify the proposed assignee, and MI shall provide the Village with all information reasonably requested by the Village with respect to the proposed assignee's qualifications. Notwithstanding anything herein to the contrary, all the duties of MI shall run with the land and be binding on all subsequent owners of the Subject Property.

**15. Effective Date.** The "Effective Date" of this Agreement shall be the date on which MI or its assign acquires ownership of the Subject Property. As of the date of the Village Board approval of this Agreement, MI does not own the Subject Property. This Agreement shall not be signed by MI or recorded with the Kane County Recorder until such time as MI or its assign has also become the owner of the Subject Property. This Agreement shall only be effective upon MI or its assign acquiring ownership of the Subject Property until it is signed and recorded. MI shall notify the Village Attorney within seven (7) days of its acquisition of the Subject Property. If such notice is not

received within one hundred eighty (180) days after Village Board approval, this Agreement shall automatically terminate.

IN WITNESS WHEREOF, this Third Amendment to Annexation Agreement is executed as of the date set forth above.

THE VILLAGE OF NORTH AURORA,  
an Illinois municipal corporation

M/I HOMES OF CHICAGO, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Village President

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_  
Village Clerk

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PROPERTY**

#### **Unit 1**

Parcel 1: Lots 2, 4, 7, 38, 40, 84, 87, 233 and Lots 238 through 246, both inclusive, in Moose Lake Estates – Unit 1, being a subdivision of part of Sections 32 and 33, Township 39 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded September 30, 2003 as Document No. 2003K180359, in Kane County, Illinois.

#### **Unit 2**

Parcel 2: Lots 111, 118, 134, 139, 140, 141, 142, 143, 144, 145, 165, 166, 168, 181 and 182 in Moose Lake Estates – Unit 2, being a subdivision of part of Section 33, Township 39 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded June 7, 2004 as Document No. 2004K073634, in Kane County, Illinois.

#### **Unit 3**

Parcel 3: That part of Section 33, Township 39 North, Range 8, East of the Third Principal Meridian lying South of Mooseheart Road and described as follows: Beginning at the northwest corner of Lot 177 of Moose Lake Estates Unit 2, according to the plat thereof recorded on June 7, 2004 as document number 2004K073634 in Kane County, Illinois; thence South 03°11'40" West 416.90 feet to the southwest corner of Lot 181 in aforesaid Moose Lake Estates Unit 2; thence South 22°27'24" West 285.40 feet; thence South 02°39'55" West 117.59 feet; thence South 05°05'09" East 140.11 feet to the southwest corner of Lot 187 in aforesaid Moose Lake Estates Unit 2; thence South 07°41'21" East 351.90 feet to the southwest corner of Lot 191 in aforesaid Moose Lake Estates Unit 2; thence South 05°05'56" West 29.75 feet; thence South 89°55'46" West 194.74 feet to the northwest corner of Lot 201 in aforesaid Moose Lake Estates Unit 2; thence South 84°59'02" West 66.25 feet; thence South 89°55'46" West 171.00 feet to the southeast corner of Lot 110 in aforesaid Moose Lake Estates Unit 2; thence North 00°04'14" West 341.00 feet; thence North 33°03'29" West 76.22 feet to the northeast corner of Lot 114 in aforesaid Moose Lake Estates Unit 2; thence North 53°26'55" West 415.00 feet to the northwest corner of Lot 98 in Moose Lake Estates Unit 1, according to the plat thereof recorded on September 30, 2003 as document number 2003K180359 in Kane County, Illinois; thence North 36°33'05" East 402.80 feet along the easterly right of way of Sycamore Lane to the southwest corner of Lot 226 in aforesaid Moose Lake Estates Unit 1; thence South 53°26'55" East 182.00 feet to the southeast corner of Lot 226 in aforesaid Moose Lake Estates Unit 1; thence North 25°34'39" East 156.98 feet; thence North 03°11'40" East 336.52 feet to the northeast corner of Lot 230 in aforesaid Moose Lake Estates Unit 1; thence South 86°48'20" East along the south right-of-way line of Moose Lake Drive, 416.00 feet to the Point of Beginning, in Kane County, Illinois.

<b>LOT #</b>	<b>SUBDIVISION</b>	<b>PIN #</b>	<b>Address</b>
2	MOOSE LAKE SINGLE FAMILY	12-32-280-007	536 Mallard Point Dr, N.Aurora, IL
4	MOOSE LAKE SINGLE FAMILY	12-32-280-005	578 Mallard Point Dr, N.Aurora, IL
7	MOOSE LAKE SINGLE FAMILY	12-32-280-002	566 Mallard Point Dr, N.Aurora, IL
38	MOOSE LAKE SINGLE FAMILY	12-32-488-054	418 Mallard Point Dr, N.Aurora, IL
40	MOOSE LAKE SINGLE FAMILY	12-32-488-056	410 Mallard Point Dr., N.Aurora, IL
84	MOOSE LAKE SINGLE FAMILY	12-33-357-012	404 Sycamore Ln., N.Aurora, IL
87	MOOSE LAKE SINGLE FAMILY	12-33-359-004	405 Sycamore Ln., N.Aurora, IL
111	MOOSE LAKE SINGLE FAMILY	12-33-358-017	475 Mount Ct, N.Aurora, IL
118	MOOSE LAKE SINGLE FAMILY	12-33-358-012	476 Mount Ct, N.Aurora, IL
134	MOOSE LAKE SINGLE FAMILY	12-33-360-001	321 Pheasant Hill Dr., N.Aurora, IL
139	MOOSE LAKE SINGLE FAMILY	12-33-360-006	341 Pheasant Hill Dr., N.Aurora, IL
140	MOOSE LAKE SINGLE FAMILY	12-33-360-007	345 Pheasant Hill Dr., N.Aurora, IL
141	MOOSE LAKE SINGLE FAMILY	12-33-360-008	349 Pheasant Hill Dr., N.Aurora, IL
142	MOOSE LAKE SINGLE FAMILY	12-33-360-009	353 Pheasant Hill Dr., N.Aurora, IL
143	MOOSE LAKE SINGLE FAMILY	12-33-360-010	357 Pheasant Hill Dr., N.Aurora, IL
144	MOOSE LAKE SINGLE FAMILY	12-33-360-011	361 Pheasant Hill Dr., N.Aurora, IL
145	MOOSE LAKE SINGLE FAMILY	12-33-360-012	365 Pheasant Hill Dr., N.Aurora, IL
165	MOOSE LAKE SINGLE FAMILY	12-33-326-024	457 Pheasant Hill Dr., N.Aurora, IL
166	MOOSE LAKE SINGLE FAMILY	12-33-326-023	461 Pheasant Hill Dr., N.Aurora, IL
168	MOOSE LAKE SINGLE FAMILY	12-33-326-021	469 Pheasant Hill Dr., N.Aurora, IL
181	MOOSE LAKE SINGLE FAMILY	12-33-332-010	450 Pheasant Hill Dr., N.Aurora, IL
182	MOOSE LAKE SINGLE FAMILY	12-33-332-011	446 Pheasant Hill Dr., N.Aurora, IL
233	MOOSE LAKE SINGLE FAMILY	12-33-303-006	541 Sycamore Ln., N.Aurora, IL
238	MOOSE LAKE SINGLE FAMILY	12-33-152-001	544 Moose Lake Ave, N.Aurora, IL
239	MOOSE LAKE SINGLE FAMILY	12-33-151-003	545 Moose Lake Ave, N.Aurora, IL
240	MOOSE LAKE SINGLE FAMILY	12-33-151-004	541 Moose Lake Ave, N.Aurora, IL
241	MOOSE LAKE SINGLE FAMILY	12-33-151-005	537 Moose Lake Ave, N.Aurora, IL
242	MOOSE LAKE SINGLE FAMILY	12-33-151-006	533 Moose Lake Ave, N.Aurora, IL
243	MOOSE LAKE SINGLE FAMILY	12-33-151-007	529 Moose Lake Ave, N.Aurora, IL
244	MOOSE LAKE SINGLE FAMILY	12-33-151-008	525 Moose Lake Ave, N.Aurora, IL
245	MOOSE LAKE SINGLE FAMILY	12-33-151-009	521 Moose Lake Ave, N.Aurora, IL
246	MOOSE LAKE SINGLE FAMILY	12-33-151-010	517 Moose Lake Ave, N.Aurora, IL

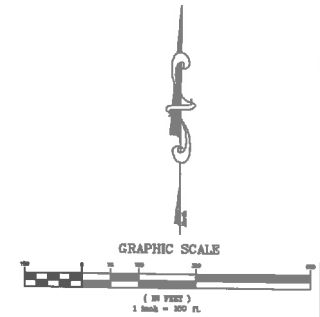
# FINAL PLAT OF SUBDIVISION Moose Lake Estates - Unit 3

Being a Subdivision of Part of Section 33, Township 39 North, Range 8 East of the Third Principal Meridian Lying South of Mooseheart Road, Kane County, Illinois.

PREPARED FOR:  
M/I Homes of Chicago, LLC  
400 E Duhal Road, STE 230  
Naperville, IL 60563  
www.mihomes.com/Chicago

PREPARED BY:  
TAURUS ENGINEERING  
58557 Route 59  
Bartlett, IL 60010  
tauruseng@bcbglobal.net

P.I.N. 12-33-304-014



## LEGEND

---	CENTERLINE OF R.O.W.
---	LOT LINES
---	BOUNDARY
---	ADJACENT PROPERTY LINES
---	SECTION LINES
---	BUILDING LINES
---	EASEMENT LINES
SF	SQUARE FEET
L	ARC LENGTH
R	RADIUS LENGTH
C	CORD LENGTH
CB	CORD BEARING
P.U.E	PUBLIC UTILITY & DRAINAGE EASEMENT
BL	BUILDING LINE
○	FOUND IRON PIPE
□	SET CONCRETE MONUMENT
1/2 1/4 1/8 1/16	SECTION CORNER

Interior lot corners shall be monumented prior to the acceptance thereof all monuments shall be set upon the completion of the construction operations but no later than 12 months after the recording of the plat of subdivision. 3/4 inch iron pipe should be placed at all lot corners and all of all survey control points on permanent monuments from which future surveys may be made. All measurements are shown in feet and decimal parts of a foot.

# FINAL PLAT OF SUBDIVISION Moose Lake Estates - Unit 3

Being a Subdivision of Part of Section 33, Township 39 North, Range 8 East of the Third Principal Meridian Lying South of Mooseheart Road, Kane County, Illinois.

PREPARED FOR:  
Mt Homes of Chicago, LLC  
400 E Dahl Road, STE 230  
Naperville, IL 60563  
www.mthomes.com/chicago

PREPARED BY:  
TAURUS ENGINEERING  
51557 Route 59  
Bartlett, IL 60103  
taurusengr@comcast.net

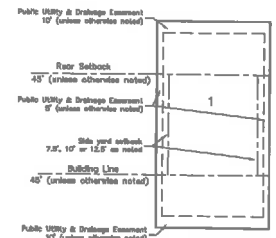
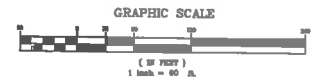
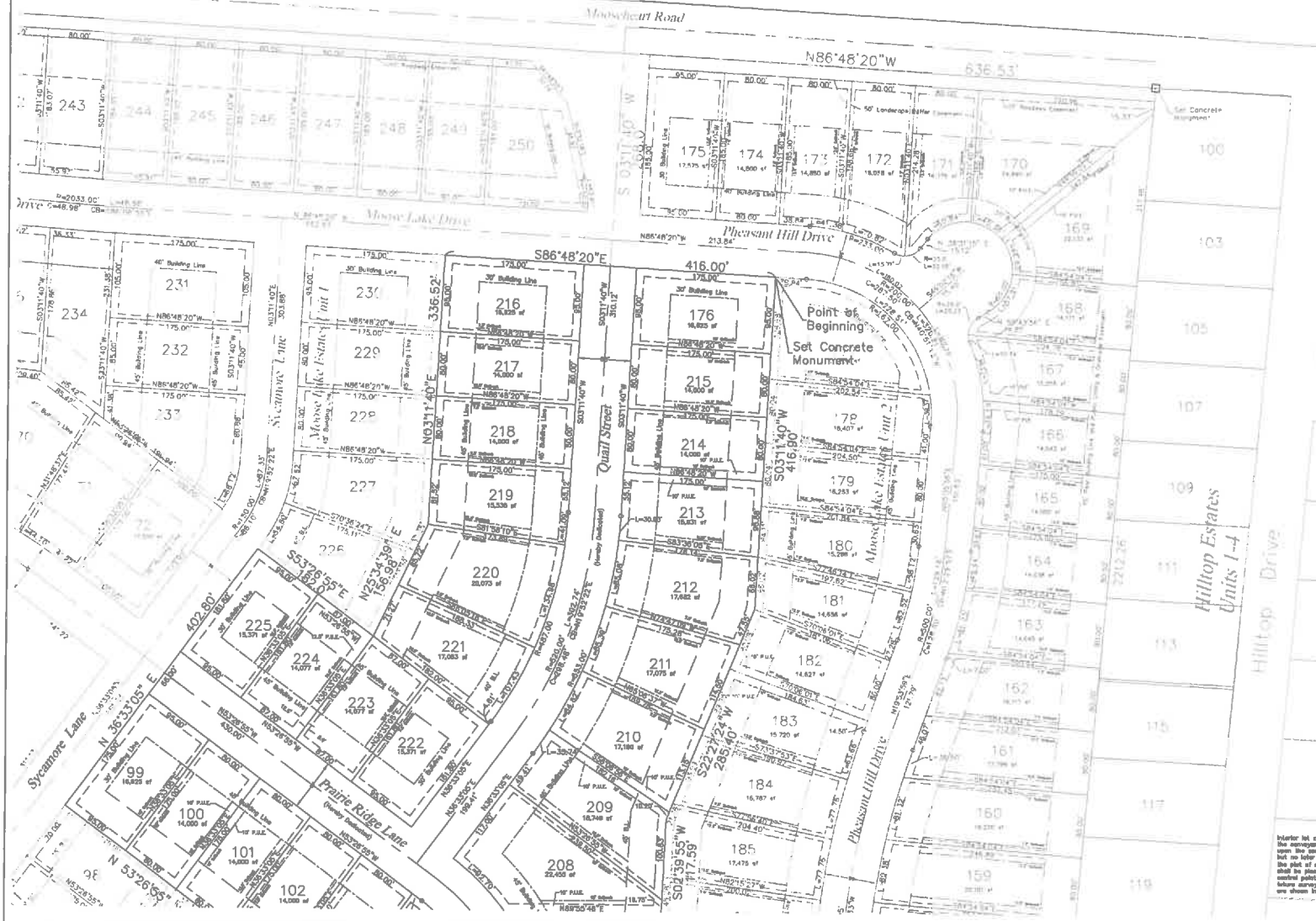
## NOTES

All easements along the front & rear yard shall be 10' unless otherwise noted.

All easements along the sideyard shall be 5' unless otherwise noted.

All easements shown herein shall be for "Public Utilities and Drainage" unless otherwise noted.

P.I.N. 12-33-304-014



## STREET

Typical Lot Setback & Easement Detail

## LEGEND

- CENTERLINE OF R.O.W
- LOT LINES
- BOUNDARY
- ADJACENT PROPERTY LINES
- SECTION LINES
- BUILDING LINES
- EASEMENT LINES
- sq ft SQUARE FEET
- L= ARC LENGTH
- R= RADIUS LENGTH
- C= CORD LENGTH
- CH= CORD BEARING
- P.U.E PUBLIC UTILITY & DRAINAGE EASEMENT
- BL BUILDING LINE
- FI FOUND IRON PIPE
- SC SET CONCRETE MONUMENT
- SECTION CORNER

Builder lot survey shall be monumented prior to the acceptance thereof all monuments shall be set but no later than 15 months after the recording of this plat of subdivision. 2/4 inch from pipe stakes, shall be placed at 40' lot corners and at all curve center points on pavement monuments from which future surveys may be made. All measurements are shown in feet and decimal parts of a foot.

Being a Subdivision of Part of Section 33, Township 39 North, Range 8 East of the Third Principal Meridian Lying South of Mooseheart Road, Kane County, Illinois.

**PREPARED BY:**  
**TAURUS ENGINEERING**  
5N557 Route 59  
Bartlett, IL 60103  
tauruseng@mcgibnlnet

Public Utility & Driveway Easement  
10' (unless otherwise noted)

Rear Setback  
45' (unless otherwise noted)

Public Utility & Driveway Easement  
5' (unless otherwise noted)

Side yard setback  
12.5' or 15.5' on notes

Building Line  
45' (unless otherwise noted)

Public Utility & Driveway Easement  
10' (unless otherwise noted)

1

### Typical Lot Setback & Easement Detail

All easements along the front & rear yard shall be 10' unless otherwise noted.

All easements along the roadway shall be 5' unless otherwise noted.

All easements shown hereon shall be for "Public  
Utility and Drainage" unless otherwise noted.

( IN FEET )  
1 inch = 60 ft.

	CENTERLINE OF R.O.W.
	LOT LINES
	BOUNDARY
	ADJACENT PROPERTY LINES
	SECTION LINES
	BUILDING LINES
	GASMAIN LINES
	SQUARE FEET
	ARC LENGTH
	RADIUS LENGTH
	CORD LENGTH
	CORD BEARING
	PUBLIC UTILITY & DRAINAGE EASEMENT
	BUILDING LINE
	FOUND FROM PIPE
	SET CONCRETE MONUMENT
	SECTION CORNER

Interior lot corners shall be monumentized prior to the commencing thereof all monuments shall be set upon the completion of the construction operations not less than 12 months after the recording of the plat of subdivision. 3/4 inch iron pipe stakes, shall be placed at all lot corners and at all curve control points as permanent monuments from which future surveys may be made. All measurements are shown in feet and decimal parts of a foot.

PREPARED FOR:  
MJ Homes of Chicago, LLC  
400 E. Diehl Road, STD 250  
Naperville, IL 60563  
www.mjhomes.com/Chicago

PREPARED BY:  
TAURUS ENGINEERING  
5555 Route 59  
Bartlett, IL 60010  
tauruseng@tdcglobal.net

# FINAL PLAT OF SUBDIVISION Moose Lake Estates- Unit 3

BEING A SUBDIVISION OF PART OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

P.L.N. 12-33-304-014

## Kane County Clerk's Certificate

State of Illinois )  
County of Kane )

This is to certify that I find no delinquent and/or forfeited taxes, no redeemable tax sales and no unpaid special assessments against any of the real estate described and platted herein.

Dated This \_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

Kane County Clerk

## Kane County Recorder's Certificate

State of Illinois )  
County of Kane )

This instrument No. \_\_\_\_\_ was filed for record in the Recorder's Office of Kane County, Illinois, on the \_\_\_\_ day of \_\_\_\_\_, A.D. 2020, at \_\_\_\_ o'clock \_\_\_\_ m., and recorded in Plat Envelope Number: \_\_\_\_\_

Kane County Recorder

## Village Board Approval

State of Illinois )  
County of Kane )

Approved and accepted,

This \_\_\_\_ day of \_\_\_\_\_, 2020.

Board of Trustees,  
Village of North Aurora, Illinois.

President

Village Clerk

## Planning Commission Approval

State of Illinois )  
County of Kane )

Approved by the plan commission of the Village of North Aurora, Kane County, Illinois.

This \_\_\_\_ day of \_\_\_\_\_, 2020.

Plan Commission,  
Village of North Aurora

Chairman

## Drainage Overlay Certificate

State of Illinois )  
County of Kane )

To the best of our knowledge and belief the drainage of surface waters will not be changed by the construction of such subdivision or any part thereof, or, that if such surface water drainage will be changed, reasonable provision has been made for collection 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 \_\_\_\_\_, 2020.

Design Engineer

Owner or Attorney

## NI-Gas EASEMENT PROVISIONS

An easement is hereby reserved for and granted to Northern Illinois Gas Company, its successors and assigns ("NI-Gas") to install, operate, maintain, repair, replace and remove, facilities used in connection with the transmission and distribution of natural gas in, over, under, across, along and upon the surface of the property shown on this plat marked "Public Utility Easement", and streets and alleys, whether public or private, together with the right to install required service connections over or under the surface of each lot to serve improvements thereon, or on adjacent lots, the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over NI-Gas facilities or in, upon or over the property with the dotted lines marked "easement" without the prior written consent of NI Gas. After installation of any such facilities the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

## Right of Way Dedication

All public street right-of-way identified on the herein plat as "herby dedicated" that is not be deemed effectively dedicated until construction of the public improvements to be located thereon (i.e., curb, gutter, street pavement, street lights, water lines, sanitary sewers and storm sewers) have been completed and said improvements have been conveyed to and accepted by the Village of North Aurora.

## Easement Provisions

A permanent non-exclusive easement is hereby reserved for and granted to the Village of North Aurora, and to all public utility companies of any kind operating under franchise granting them easement rights from the Village, including, but not limited to, Jones SpaceLink Cablevision, Southern Bell Communications, Commonwealth Edison Company and Northern Illinois Gas Company and their successors and assigns in, upon, across, over, under and through the areas shown by dashed lines and labeled Public Utility and Drainage Easement, sidewalks and utility easement, landscape buffer easement and streets shown as "herby dedicated" for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining electrical cable, television, communication, gas, telephone or other utility lines or appurtenances, sanitary and storm sewers, drainage ways, storm water detention and retention, water mains and any and all manholes, hydrants, pipes, connections, catch basins, buffer basins, and without limitation, such other installation as may be required to furnish public utility service to adjacent areas, and such appurtenances and additions thereto as said Village and utilities may deem necessary, together with the right of access across the real estate platted herein for the necessary personnel and equipment to do any or all of the above work. The right is also hereby granted to said Village and utilities to cut down, trim or remove any trees, shrubs, or other plants that interfere with the operation or access to said sewers or without limitation, utility installations in, on, upon, or across, under or through said easement. No permanent buildings shall be placed on said easement, but same may be used for gardens, trees, shrubs, landscaping, and other purposes that do not then or later interfere with the aforesaid uses and rights. Where any easement is used for storm sewers, sanitary sewers or any other utility installations, it shall be subject to the prior approval of said Village so as not to interfere with other utility lines and drainage. After installation of said utility lines, the final surface of the easement shall be matured in a manner so as not to interfere with the proper operation and drainage thereof. Fences shall not be erected upon said easement except where specifically permitted by written authority of the Village of North Aurora.

## EASEMENT PROVISIONS

An easement for serving the subdivision and other property with electric and communications service is hereby reserved for and granted to

Commonwealth Edison Company  
and  
Ameritech, Centex,

Their respective successors and assigns, jointly and severally, to install, operate, maintain and remove, from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and signals in, over, under, across, along and upon the surface of the property shown with the dotted lines on the plat marked "Public Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install required service connections over or under the surface of each lot to serve improvements thereon, or on adjacent lots, the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over gas/electric facilities or in, upon or over the property with the dotted lines marked "easement" without the prior written consent of grantor. After installation of any such facilities the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

Relocation of facilities will be done by grantee at cost of grantor/lot owner, upon written request.

## Surveyor's Certificate

State of Illinois )  
County of DuPage )

I, Raymond G. Ulreich, Illinois Professional Land Surveyor No. 2674, hereby certify that I have surveyed, subdivided, and platted the following described property, consisting of 15.57 acres:

A parcel of land being part of Section 33, Township 39 North, Range 8 East of the Third Principal Meridian lying south of Monroehurst Road, Kane County, Illinois, further described as follows:

Beginning at the northwest corner of Lot 177 of Moose Lake Estates Unit 1, according to the plat thereof recorded on June 7, 2004 as document number 2004K073634 in Kane County, Illinois; thence South 03°11'40" West 416.90 feet to the southeast corner of Lot 181 in aforesaid Moose Lake Estates Unit 2; thence South 22°27'24" West 285.40 feet; thence South 02°09'53" West 117.59 feet; thence South 08°08'09" East 140.11 feet to the southwest corner of Lot 187 in aforesaid Moose Lake Estates Unit 2; thence South 07°41'21" East 351.90 feet to the southwest corner of Lot 191 in aforesaid Moose Lake Estates Unit 2; thence South 05°05'56" West 29.75 feet; thence South 89°55'46" West 194.74 feet to the northwest corner of Lot 201 in aforesaid Moose Lake Estates Unit 2; thence South 84°59'02" West 66.25 feet; thence South 89°55'46" West 171.00 feet to the southeast corner of Lot 110 in aforesaid Moose Lake Estates Unit 2; thence North 00°04'14" West 341.00 feet; thence North 33°03'20" West 76.22 feet to the northwest corner of Lot 114 in aforesaid Moose Lake Estates Unit 2; thence North 53°26'55" West 415.00 feet to the northwest corner of Lot 98 in aforesaid Moose Lake Estates Unit 1, according to the plat thereof recorded on September 30, 2003 as document number 2003K180359 in Kane County, Illinois; thence North 36°33'35" East 402.70 feet along the easterly right of way of Sycamore Lane to the southeast corner of Lot 226 in aforesaid Moose Lake Estates Unit 1; thence South 53°26'55" East 182.00 feet to the southeast corner of Lot 226 in aforesaid Moose Lake Estates Unit 1; thence North 25°34'39" East 156.98 feet; thence North 03°11'40" East 336.52 feet to the northeast corner of Lot 230 in aforesaid Moose Lake Estates Unit 1; thence South 86°48'20" East along the south right-of-way line of Moose Lake Drive, 416.00 feet to the Point of Beginning.

As shown by the plat herein drawn which is a correct and accurate representation of said survey and subdivision. Permanent monuments and iron pipes have been set in accordance with the Village of North Aurora Subdivision Ordinance and all distances are shown in feet and decimals thereof. I further certify that all regulations enacted by the Village Board of Trustees relative to plats and subdivisions have been complied with in the preparation of this plat and that the property covered by this plat is not located within a special flood hazard area as identified by the Federal Emergency Management Agency per map passed 17089C 0329F dated December 12, 2002.

Monuments will be set in compliance with State of Illinois Standards.

Given under my hand and seal in Bartlett, Illinois, this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020

Illinois Professional Land Surveyor Number 2674



This plat submitted for recording by:

Raymond G. Ulreich  
Taurus Engineering LLC  
5555 Route 59  
Bartlett, IL 60103

## Owner's Certificate

State of Illinois )  
County of DuPage )

This is to certify that the undersigned, \_\_\_\_\_, is the owner of the property described in the annexed plat, and has caused the same to be surveyed and subdivided as indicated thereon, for the uses and purposes therein set forth, and does hereby acknowledge and adopt the same under the style and title thereon indicated.

Dated at Naperville, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 400 E. Diehl Road, Ste 230  
Naperville, IL 60563

Attest: \_\_\_\_\_  
Title: \_\_\_\_\_

## Notary Certificate

State of Illinois )  
County of DuPage )

I, \_\_\_\_\_, a notary Public in and for said County in the State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as \_\_\_\_\_ respectively of \_\_\_\_\_ 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 corporation, as given under my hand and notarial seal.

This \_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

My commission expires: \_\_\_\_\_

Notary

## School District Boundary Statement

The undersigned, being duly sworn, upon his/her oath deposes and states as follows:

1. That \_\_\_\_\_ is the owner of the property legally described on this final plat of subdivision, which has been submitted to the Village of North Aurora for approval, which legal description is incorporated herein by reference; and
2. To the best of the owner's knowledge, the school district in which tract, parcel, lot or block of the proposed subdivision lies is:

School District 129—Aurora, Illinois

By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

Notary Public: \_\_\_\_\_

Rev. 10-2-20

SHEET 4 OF 4