

Meeting Held Electronically



COMMITTEE OF THE WHOLE MEETING
Monday, December 7, 2020
(Immediately following the Village Board Meeting)

AGENDA

CALL TO ORDER

ROLL CALL

AUDIENCE COMMENTS

TRUSTEE COMMENTS

DISCUSSION

1. Moose Lake Estates Subdivision Unit III Plat
2. Moose Lake Estates Subdivision Third Amendment to Annexation Agreement

ADJOURN

Initials: _____

A handwritten signature in blue ink, appearing to be "S" followed by a flourish, written over a horizontal line.

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: MOOSE LAKE ESTATES SUBDIVISION – UNIT 3 PLAT OF SUBDIVISION
AGENDA: DECEMBER 7, 2020 COMMITTEE OF THE WHOLE MEETING

DISCUSSION

M/I Homes (“M/I”) 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 intends to develop said lots with single-family homes. M/I is seeking approval of the Moose Lake Estates – Unit 3 plat of subdivision, which is nearly identical to the former final Unit 3 plat that was approved by the Village, recorded in 2006 and then later vacated in 2011.

M/I is also seeking approval of the Third Amendment to the Moose Lake Estates Annexation Agreement (“Third Amendment”) to ensure clarity of their development obligations with the Village. No zoning deviations are being made as part of their request. Items #1-16 of the draft of the Third Amendment provide both the Village and M/I with a ‘snapshot’ of the current status of the subdivision and the procedural terms by which M/I Homes would be required to adhere to if they were to proceed with development. Minus the items included therein, the Third Amendment is not required of M/I.

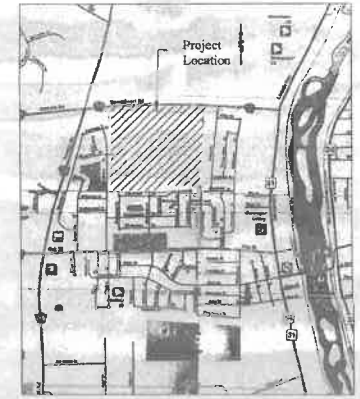
The Village Board first discussed these items at their October 19, 2020 Committee of the Whole meeting. While some Board members were encouraged by the completion of the subdivision, the majority were concerned with the smaller size of the product being built. Staff notes that there are no zoning provisions regulating the size and/or architectural design as single-family home development is exempt from use standards, site plan review and landscape plan requirements. If the Village were to apply design standards, M/I could withdraw the Third Amendment and the Village would lose any positive benefits of the Third Amendment, which includes public improvement surety, codified development punchlist and the prohibition on single-story homes and homes less than 1,900 square feet from being located adjacent to any existing home with a shared side yard lot line in the Moose Lake Estates Subdivision. The 1,900 square foot minimum was added in the most recent draft of the Third Amendment.

A public hearing for the Third Amendment was held at the November 16, 2020 Village Board meeting. Both the Third Amendment and the Moose Lake Estates - Unit 3 plat of subdivision were to be formally considered at that time. The meeting was heavily attended by Moose Lake Estate residents, who were concerned with the size and design of the homes M/I intends to build in the subdivision. As a result, the Village Board tabled the item to the December 7, 2020 Committee of the Whole meeting to further discuss the matter.

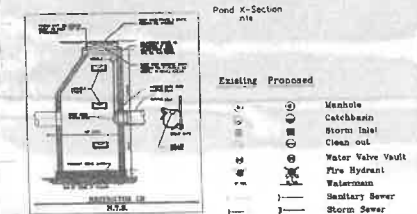
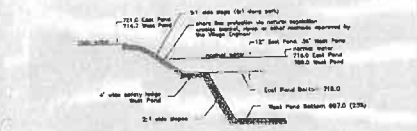
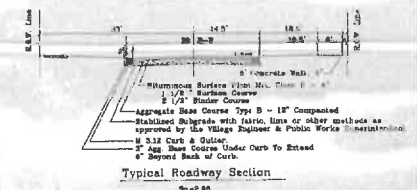
Both the Village Attorney and Village Staff will be presenting information at the December 7, 2020 Committee of the Whole meeting, which will again outline the specific requests being made by M/I.

Preliminary Subdivision Improvement Plan

Preliminary Improvement Plan Moose Lake Estates in North Aurora

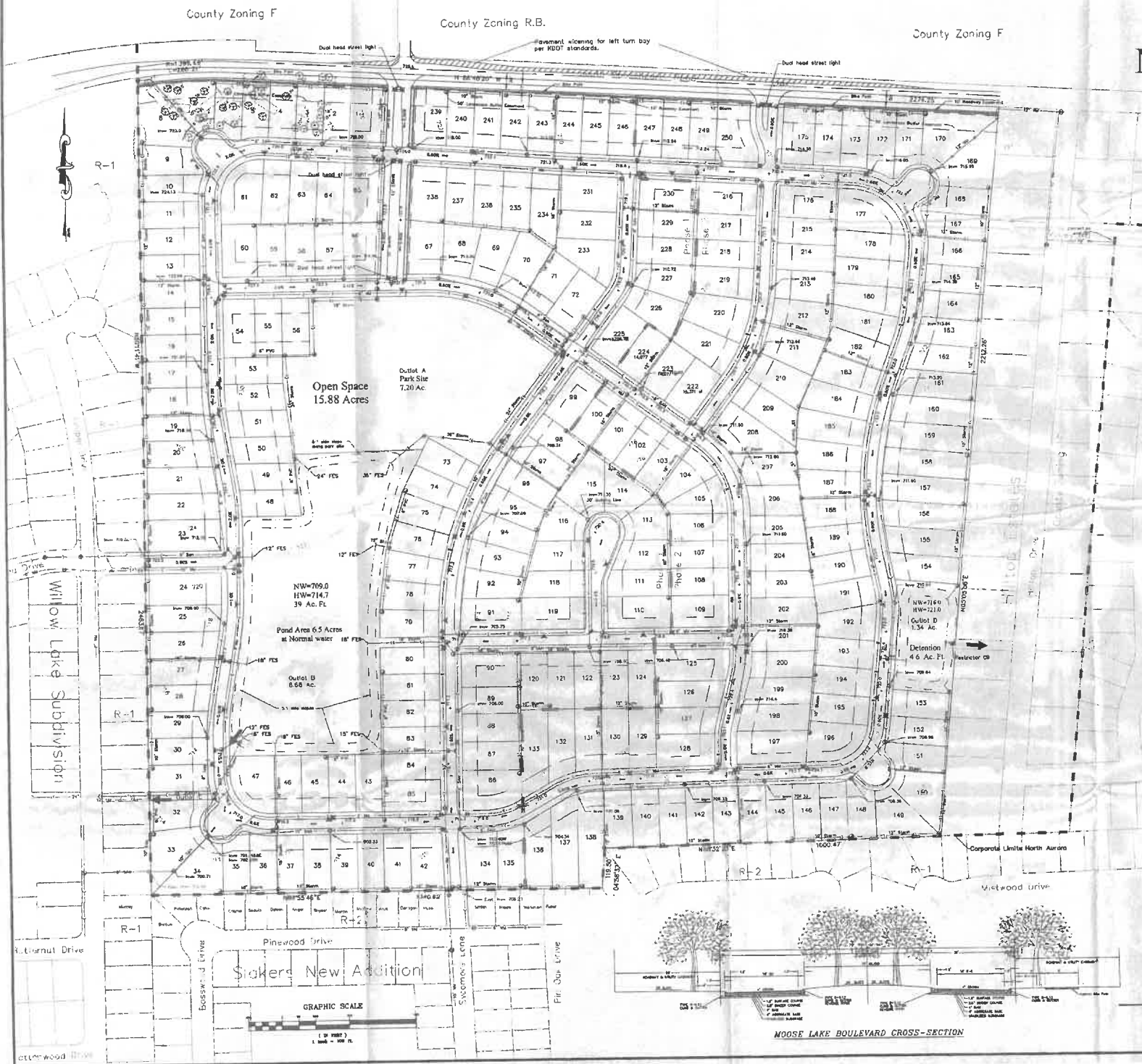


Location Map



Notes:
1. All engineering shall be in accordance with the State of Illinois Engineering Code and the National Engineering Council.
2. All construction shall be in accordance with the National Engineering Council.
3. All construction shall be in accordance with the National Engineering Council.
4. All construction shall be in accordance with the National Engineering Council.
5. All construction shall be in accordance with the National Engineering Council.

As noted Topography by the Sidwell Company.
Site: Moose Lake Estates
Project: Preliminary Improvement Plan
Scale: 1" = 100'
Date: December 10, 2008
Sheet: 2 of 2
Prepared by: Taurus Engineering, L.L.C.
Checked by: Taurus Engineering, L.L.C.
Designed by: Taurus Engineering, L.L.C.
Reviewed by: Taurus Engineering, L.L.C.



Preliminary Subdivision Plat

County Zoning R.B.

County Zoning F

→ pavement widening for left turn bay
per KDOT standards

Total Site:	133 Acres
Open Space	17.8 Acres
Residential:	250 Lots
Typical Lot:	80 x 175
Min. Lot Size:	14,000 sf min.
Density:	1.88 lots per acre
Proposed Zoning:	E-3

Typical Lot Setback & Easement Detail

Note: All Easements are 10' along the Front Lot Line, 10' along the Rear Fence & 5' along the Side Yards except noted.
Front & Rear Setbacks shall be 45' unless noted.
Side yard Setbacks shall be 10' for all odd numbered lots.
Side yard Setbacks shall be 7.5' for all even numbered lots.
provided a 20 foot separation between buildings is maintained

A parcel of land being part of Section 31, Township 30 North, Range 6 East of the Third Principal Meridian lying south of Meadmont Road, Kane County, Idaho. Further described as follows:

[illegible]

A secondary access shall be provided onto Mainwheat Road for Phase 1 construction.

11. *Journal of the American Medical Association*, 277:1033-1034, 1997

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.

Preliminary Plat
Moose Lake Estates

Taurus Engineering, L.L.C.

37300 Smith Rd.
West Chicago, IL 60185
(630) 513-1265
Fax (630) 547-9511

Prepared For:	Revenue	Date
Chadler Badden 3037 Cambridge Drive Mesa, AZ 85205	per Village return	1/1/02

Original/Vacated Unit 3 Subdivision Plat

FINAL PLAT OF SUBDIVISION

Moose Lake Estates - Unit 3

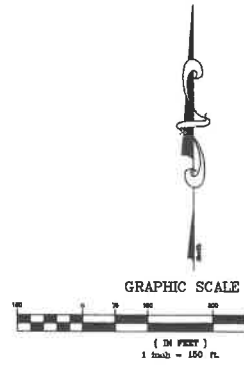
Being a Subdivision of Part of Section 33, Township 39 North, Range 8 East of the Third Principal Meridian Lying South of Mooseheart Road, Kane County, Illinois.

2006 K 039751
Sandy Wegman - Recorder
Kane County, IL
Recorded 4/12/2006 03:37 PM
Rec Fee: \$66 RHSPS Fee: 0 Pages: 4

POOR CHOICE!
Recorder Not Responsible
For Reproductions

PREPARE
Gladstone A.
1837 Glad
Naperville
Phone: 63
PREPARE
TAURUS I
5N557
Bartlett
Phone: 6

P.I.N. 12-3
12-3



LEGEND

---	CENTERLINE
---	LOT LINES
---	BOUNDARY
---	ADJACENT
---	SECTION LINE
---	BUILDING
---	EASEMENT
SQ	SQUARE FEET
L	ARC LENGTH
R	RADIUS
C	CORD LENGTH
CB	CORD BEARING
P.U.E	PUBLIC UTILITY EASEMENT
BL	BUILDING
O	FOUND IN
□	SET CONC
3/2	SECTION C

WILLAGE OF NORTH AURORA
25 ESTATE
NORTH AURORA, IL
60542
60542

Interior lot corners shall be monumented by the surveyor. All monuments shall be placed at the completion of the survey but no later than 12 months after the date of subdivision. 3/4 inch iron pins shall be placed at all lot corners and control points as permanent monuments. Future surveys may be made. All measurements shown in feet and decimal parts.

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.

2006 K 039751
Sandy Wegman - Recorder
Kane County, IL
Recorded 4/12/2006 03:37PM
Rec Fee: \$66 RHSPS Fee: 0 Pages: 4

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.

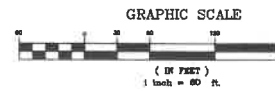
All easements shown herein shall be for "Public Utilities and Drainage" unless otherwise noted.

PLAT ORIGINAL
RECORD NOT RESPONSIBLE
FOR REPRODUCTIONS

PREPA
Gladstone
3837 Gls
Naperville
Phone: 4

PRE
TAURUS
5N5:
Bartl
Phone:

P.L.N. 12-
12-



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

Rear Setback
45' (unless otherwise noted)

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

Side yard setback
7.5', 10' or 12.5' as noted

Building Line
45' (unless otherwise noted)

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

STREET

Typical Lot Setback
Easement Detail

LEGEND

- CENTERLINE OF R.C.
- LOT LINES
- BOUNDARY
- ADJACENT PROPER
- SECTION LINES
- BUILDING LINES
- EASEMENT LINES
- sf SQUARE FEET
- L = ARC LENGTH
- R = RADIUS LENGTH
- C = CORD LENGTH
- CB = CORD BEARING
- P.U.B. PUBLIC UTILITY & DRAINAGE EASEMENT
- BL BUILDING LINE
- FOUND IRON PIPE
- SET CONCRETE MC
- 3/4" SECTION CORNER

Interior lot corners shall be monumented prior to the commencement of construction. 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" 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.

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.

2006 K 039751
Sandy Wegman - Recorder
Kane County, IL
Recorded 4/12/2006 03:37 PM
Rec Fee: \$65 RHSP Fee: 0 Pages: 4

POOR ORIGINAL -
Reprints Not Recommended
For Reproductions

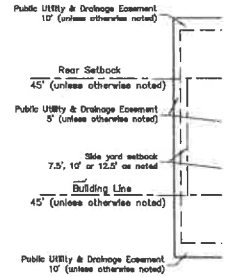
PREPARE

Gladstone Acq
3837 Gladstone
Naperville, IL
Phone: 630-

PREPARE

TAURUS EN
3N800 St
West Chicago
Phone: 630-

P.L.N. 12-3
12-3



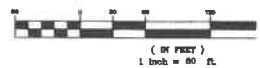
STREET

Typical Lot Setback
Easement Data

NOTES:

- All easements along the front & rear yard unless otherwise noted.
- All easements along the sideyard shall be otherwise noted.
- All easements shown herein shall be for "Utilities and Drains" unless otherwise noted.

GRAPHIC SCALE



LEGEND

- CENTERLINE OF R.O.W.
- LOT LINES
- BOUNDARY
- ADJACENT PROPERTY
- 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
- O FOUND IRON PIPE
- SET CONCRETE MON.
- SECTION CORNER

Interior lot corners shall be monumented the conveyance thereof all monuments at upon the completion of the construction but no later than 12 months after the in the plat of subdivision. 3/4 inch iron pipe shall be placed at all lot corners and at control points on permanent monuments future surveys may be made. All measurements are shown in feet and decimal parts of 1

SHI

FINAL PLAT OF SUBDIVISION
Moose Lake Estates- Unit 3BEING A SUBDIVISION OF PART OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN KANE COUNTY, ILLINOIS.

P.I.N. 12--

P.I.N. 12--

2006 K039751Sandy Wegman - Recorder
Kane County, IL
Recorded 4/12/2006 03:37 PM
Rec Fee: \$85 RHP Fee: 0 Pages: 4**Kane County Clerk's Certificate**State of Illinois)
County of Kane) ssThis 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 hereon.Dated This 10 day of April, A.D. 2006.

Kane County Clerk

Kane County Recorder's CertificateState of Illinois)
County of Kane) ssThis instrument No. 2006 K039751 was filed for record
in the Recorder's Office of Kane County, Illinois, on the 17th
day of April, A.D., 2006, at 2:37
o'clock P.m., and recorded in Plat Envelope
Number

Kane County Recorder

Village Board ApprovalState of Illinois)
County of Kane) ss

Approved and accepted,

This 27 day of FEBRUARY, 2006.Board of Trustees,
Village of North Aurora, Illinois.

President

Village Clerk

Planning Commission ApprovalState of Illinois)
County of Kane) ssApproved by the plan commission of the Village of North Aurora,
Kane County, Illinois.This 7 day of FEBRUARY, 2006.Plan Commission,
Village of North Aurora**Drainage Overlay Certificate**State of Illinois)
County of Kane) ssTo 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 , 2006.

Design Engineer

Owner or Attorney

NI-Gas EASEMENT PROVISIONSAn 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 "Easement", "Common Area or Areas" and streets and alleys,
whether public or private, and the property designated in the declaration of
condominium and/or on this plat as "Common Elements", together with the right to
install required service connections over or under the surface of each lot and
common area or areas to serve improvements thereon, or on adjacent lots, and
common area or areas, the right to place, dig or remove pipes, bushes and trees 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.The term "Common Elements" shall have the meaning set forth for such term in the
"Condominium Property Act", Chapter 765 ILCS 605/2(E) as amended from time to
time.The term "Common Area or Areas" is defined as a lot, parcel or area of real
property, including real property surfaced with interior driveways and walkways,
the beneficial use and enjoyment of which is reserved in whole as an appurtenance
to the separately owned lots, parcels or areas within the planned development, even
though such may be otherwise designated on the plat by other terms.**Right of Way Dedication**All public street right-of-way identified on the heron plat as "hereby dedicated"
shall not be deemed effectively dedicated until construction of the public
improvements to be located therein (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 related public utilities and drainage easement, sidewalk & utility
easement, landscape buffer, easement and streets shown as "hereby 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,
buffalo boxes, and without limitation, such other installations 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 hereon 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 of or access to said sewers or without
limitation, utility installations in, on, upon, or across, under or through said
property. No permanent improvements 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 installation, 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 restored in a manner so as not to interfere with the proper operation and
maintenance 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 toCommonwealth Edison Company
and
Ameritech, Grantees,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 sounds and signals in, over,
under, across, along and upon the surface of the property shown with the dotted lines on
the plat and marked "Easement", the property designated in the declaration of
condominium and/or on this plat as "Common Elements", and the property designated on
the plat as a "Common Area or Areas", 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 and common area or areas to serve
improvements thereon, or on adjacent lots, and common area or areas, 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 grantees' facilities or in, upon or over the property
with the dotted lines marked "Easement" without the prior written consent of grantees.
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.The term "Common Elements" shall have the meaning set forth for such term in the
"Condominium Property Act", Chapter 765 ILCS 605/2(E) as amended from time to time.The term "Common Area or Areas" is defined as a lot, parcel or area of real property, the
beneficial use and enjoyment of which is reserved in whole as an appurtenance to the
separately owned lots, parcels or areas within the planned development, even though such
may be otherwise designated on the plat by terms such as, "Outlots, Common Elements",
"Open Space", "Open Area", "Common Ground", "Parking and Common Area". The
terms "Common Area or Areas" and "Common Elements" includes real property surfaced
with interior driveways and walkways, but excludes real property physically occupied by a
building, service business district or structures such as a pool or retention pond, or
mechanical equipment.Relocation of facilities will be done by grantees at cost of grantor/lot owner, upon written
request.**Surveyor's Certificate**State of Illinois)
County of Kane) ssI, Eric W. Bradley, Illinois Professional Land Surveyor No. 3379
that I have surveyed, subdivided, and platted the following descri
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 Moos
Kane County, Illinois, further described as follows:Beginning at the northwest corner of Lot 177 of Moose Lake East
according to the plat thereof recorded on June 7, 2004 as document
2004K073634 in Kane County, Illinois; thence South 03°11'40" W
feet to the southwest corner of Lot 181 in aforesaid Moose Lake E
thence South 22°27'24" West 285.40 feet; thence South 02°39'55"
feet; thence South 05°05'09" East 140.11 feet to the southwest cor
in aforesaid Moose Lake Estates Unit 2; thence South 07°41'21" E
to the southwest corner of Lot 191 in aforesaid Moose Lake Estate
thence South 05°05'56" West 29.75 feet; thence South 89°55'46"
feet to the northwest corner of Lot 201 in aforesaid Moose Lake E
thence South 84°59'02" West 66.25 feet; thence South 89°55'46" W
feet to the southeast corner of Lot 110 in aforesaid Moose Lake E
thence North 00°04'14" West 341.00 feet; thence North 33°03'29"
feet to the northeast corner of Lot 114 in aforesaid Moose Lake E
thence North 53°26'55" West 415.00 feet to the northeast corner
Moose Lake Estates Unit 1, according to the plat thereof recorded
30, 2003 as document number 2003K180359 in Kane County, Illi
North 36°33'05" East 402.80 feet along the easterly right of way o
Lane to the southwest corner of Lot 226 in aforesaid Moose Lake
thence South 53°26'55" East 182.00 feet to the southeast corner
of aforesaid Moose Lake Estates Unit 1; thence North 25°34'39" East
thence North 03°11'40" East 336.52 feet to the northeast corner
of aforesaid Moose Lake Estates Unit 1; thence South 86°48'20" East
south right-of-way line of Moose Lake Drive, 416.00 feet to the P
Beginning.As shown by the plat hereon drawn which is a correct and accurate
representation of said survey and subdivision. Permanent monument
pipes have been set in accordance with the Village of North Aurora
Ordinance and all distances are shown in feet and decimals thereo
certify that all regulations enacted by the Village Board of Trustees
plats and subdivisions have been complied with in the preparation
and that the property covered by this plat is not located within a sp
hazard area as identified by the Federal Emergency Management
map panel 17089C0329F dated December 12, 2002.Monuments will be set in compliance with State of Illinois Standa
Given under my hand and seal in St. Charles, Illinois, this 21 day
of February, A.D. 2006.Eric W. Bradley
Illinois Professional Land Surveyor Number 3379

This plat submitted for recording by:

Eric W. Bradley
Taurus Engineering LLC
5N557 Route 59
Bartlett, IL 60103

Proposed Unit 3 Subdivision Plat

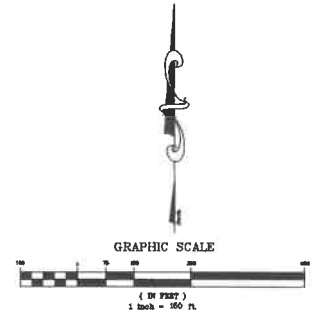
FINAL PLAT OF SUBDIVISION Moose Lake Estates - Unit 3

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:
Taylor Morrison
taylor@taylor-morrison.com

PREPARED BY:
TAURUS ENGINEERING
50557 Route 55
Bartlett, IL 60010
taurusengr@earthlink.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
S.F.	SQUARE FEET
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
⊕	SECTION CORNER

Interior lot corners shall be monumented prior to the construction 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 stakes shall be placed at all lot corners and at all curve 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:
Taylor Morrison
TaylorMorrison.com

PREPARED BY:
TAURUS ENGINEERING
38517 Route 59
Bartlett, IL 60010
tauruseng@bglglobal.net

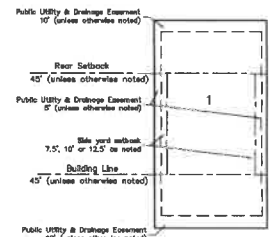
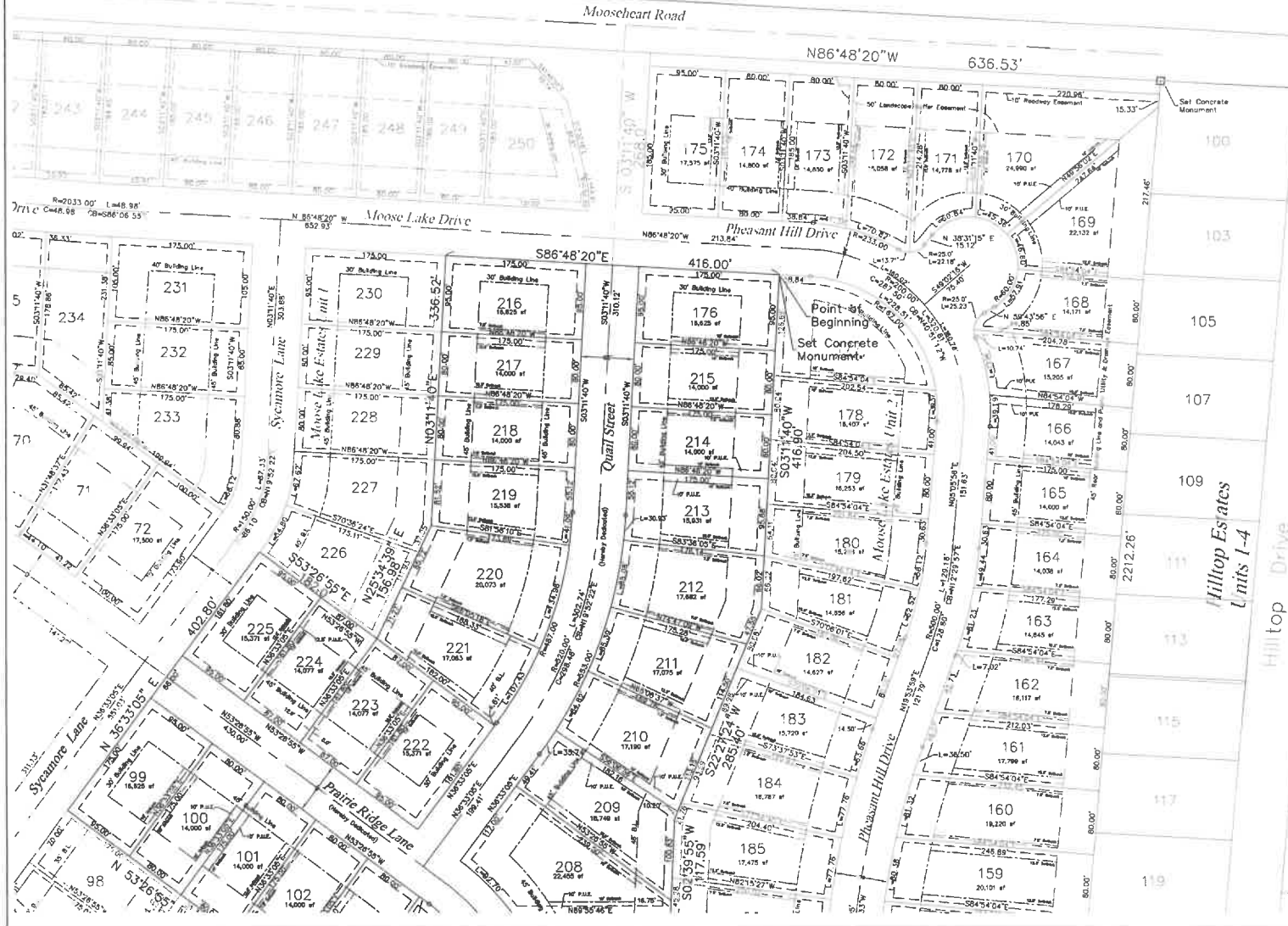
NOTES

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
- 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
- 12 10 11 SECTION CORNER

Welder 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 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.

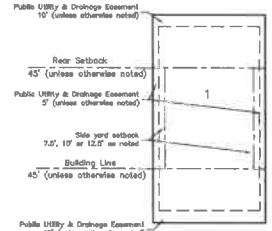
FINAL PLAT OF SUBDIVISION Moose Lake Estates - Unit 3

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

PREPARED FOR:
Taylor Morrison
TaylorMorrison.com

PREPARED BY:
TAURUS ENGINEERING
2057 Evans St
Bartlett, IL 60101
tauruseng@tauruseng.com

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



STREET

Typical Lot Setback & Easement Detail

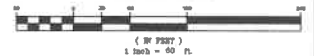
NOTES:

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 Utility and Drainage" unless otherwise noted.

GRAPHIC SCALE



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= CHORD LENGTH
- CB= CHORD BEARING
- P.U.E PUBLIC UTILITY & DRAINAGE EASEMENT
- BL BUILDING LINE
- PI FOUND IRON PIPE
- SC SET CONCRETE MONUMENT
- SC SECTION CORNER

Interior lot corners shall be monumented prior to the conveyance thereof and 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 which shall be placed at all lot corners and at all curve points shall be monumented immediately after which future surveys may be made. All measurements are shown in feet and decimal parts of a foot.

PREPARED FOR:

TaylorMorton
taylormorton.com

PREPARED BY:

TAURUS ENGINEERING
5N557 Route 59
Bartlett, IL 60103
taurus@taurus-engineering.com

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) ss

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) ss

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) ss

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) ss

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) 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 collection of such surface waters into public areas, or drains which the subdivision 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 across 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 "hereby dedicated" shall not be deemed effectively dedicated until construction of the public improvements to be located therein (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 Utilities and Drainage Easement, sidewalk & utility easement, landscape buffer easement and streets shown as "hereby 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, buffalo boxes, 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 of 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 installation, 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 restored 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, Grantees,

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 and 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 grantees' facilities or in, upon or over the property with the dotted lines marked "easement" without the prior written consent of grantees. 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 grantees at cost of grantor/lot owner, upon written request.

Surveyor's Certificate

State of Illinois)
County of Kane) ss

I, Raymond G. Urelich, 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 Mooseheart Road, Kane County, Illinois, further 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°41'12" 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 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 aforesaid Moose Lake Estates Unit 1, according to the plat thereof recorded on September 30, 2003 as document number 2003K190559 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 334.52 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 hereon 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 dated 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. Urelich
Taurus Engineering LLC
5N557 Route 59
Bartlett, IL 60103

Owner's Certificate

State of Illinois)
County of DuPage) ss

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 Schaumburg, Illinois this ____ day of _____, A.D. 2020.

By: _____
Title: _____

Address: 1834 Walden Office Square, Suite 300
Schaumburg, IL 60173

Attest: _____
Title: _____

Notary Certificate

State of Illinois)
County of DuPage) ss

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 _____ and _____ respectively of _____ 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: _____

VILLAGE OF NORTH AURORA BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
CC: STEVE BOSCO, VILLAGE ADMINISTRATOR
FROM: MIKE TOTH, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
SUBJECT: MOOSE LAKE ESTATES SUBDIVISION – THIRD AMENDMENT
AGENDA: DECEMBER 7, 2020 COMMITTEE OF THE WHOLE MEETING

DISCUSSION

M/I Homes (“M/I”) 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 intends to develop said lots with single-family homes. M/I is seeking approval of the Third Amendment to the Moose Lake Estates Annexation Agreement (“Third Amendment”) to ensure clarity of their development obligations with the Village. No zoning deviations are being made as part of their request. Items #1-16 of the draft of the Third Amendment provide both the Village and M/I with a ‘snapshot’ of the current status of the subdivision and the procedural terms by which M/I Homes would be required to adhere to if they were to proceed with development. Minus the items included therein, the Third Amendment is not required of M/I. M/I is also seeking approval of the Moose Lake Estates – Unit 3 plat of subdivision, which is nearly identical to the former final Unit 3 plat that was approved by the Village, recorded in 2006 and then later vacated in 2011.

The Village Board first discussed these items at their October 19, 2020 Committee of the Whole meeting. While some Board members were encouraged by the completion of the subdivision, the majority were concerned with the smaller size of the product being built. Staff notes that there are no zoning provisions regulating the size and/or architectural design as single-family home development is exempt from use standards, site plan review and landscape plan requirements. If the Village were to apply design standards, M/I could withdraw the Third Amendment and the Village would lose any positive benefits of the Third Amendment, which includes public improvement surety, codified development punchlist and the prohibition on single-story homes and homes less than 1,900 square feet from being located adjacent to any existing home with a shared side yard lot line in the Moose Lake Estates Subdivision. The 1,900 square foot minimum was added in the most recent draft of the Third Amendment.

A public hearing for the Third Amendment was held at the November 16, 2020 Village Board meeting. Both the Third Amendment and the Moose Lake Estates - Unit 3 plat of subdivision were to be formally considered at that time. The meeting was heavily attended by Moose Lake Estate residents, who were concerned with the size and design of the homes M/I intends to build in the subdivision. As a result, the Village Board tabled the item to the December 7, 2020 Committee of the Whole meeting to further discuss the matter.

Both the Village Attorney and Village Staff will be presenting information at the December 7, 2020 Committee of the Whole meeting, which will again outline the specific requests being made by M/I.

This instrument prepared by:

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

Return to:

Mike Toth
Village of North Aurora
25 E. State St.
North Aurora, IL 60542

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 and the approved engineering plans for Unit 3, 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 MI 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 MI 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.

16. Restriction On Location of Homes. MI has elected to prohibit (i) single-story homes; and (ii) homes less than One Thousand Nine Hundred (1,900) square feet of finished living space from being located adjacent to any existing home with a shared side yard lot line in the Moose Lake Estates Subdivision as of the date of this Third Amendment (the "Restricted Homes"). Accordingly, no Restricted Homes will be constructed on the following lots by MI in the Moose Lake Estates Subdivision: 2, 4, 7, 38, 40, 84, 87, 111, 118, 134, 139, 145, 165, 166, 168, 181, 182, 202, 233, 238, and 246 ("Restricted Lots"). Notwithstanding anything herein to the contrary, Restricted Homes shall be permitted on all other lots in the Moose Lake Estates Subdivision.

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.

<u>LOT #</u>	<u>SUBDIVISION</u>	<u>PIN #</u>	<u>Address</u>
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

EXHIBIT B
PUNCH LIST

Moose Lake Estates Walk

Lot Number	B Box in and Keyable	Structures damaged or full	Curb Ok	Walk Ok	Sanitary Stubs in	Notes
99	Broken	FH Valve Box Broken			y	Blue shaded lots are in unfinished section 50% of storm inlets need to be cleaned
100	Broken				y	
101	Burried/Broken				y	
102	Good	MH off center and clean #			y	
103	Broken/Buried				y	
104	Broken				y	
105	Broken/Buried	FH Valve Box Broken			y	
106	Broken/Buried				y	
107	Broken				y	
108	Broken				y	
109	Broken	Broken Storm lid rear yard			y	
202	Broken				y	
203	Broken	MH #40 Change lid-says storm			y	
204	Broken				y	
205	Bent				y	
206	Broken	Clean Structure inlet #207			y	
207	Broken/Buried				y	
208	Broken				y	
209	Broken				y	
210	Broken				y	
211	Broken				y	
212	Broken				y	
213	Broken				y	
214	Bent/Broken				y	
215	Good				y	
176	Broken				y	
216	Broken lft side house	Clean Structure MH #34			y	
217	Bent/Broken				y	
218	Broken				y	
219	Good				y	
220	Good				y	
221	Broken				y	
222	Broken	Clean inlet #89			y	
223	Broken/Bent				y	

Moose Lake Estates Walk

224	Broken				y	
225	Broken				y	
Lot Number	B Box in and Keyable	Structures damaged or full	Curb Ok	Walk Ok	Sanitary Stubs in	
233	Good	B box in Drive/ P lot			y	
246	Broken				y	
245	Broken				y	
244	Bent				y	
243	Good				y	
242	Broken/Buried				y	
241	Bent				y	
240	Good				y	
239	Good				y	
238	Buried under drive	P Lot			y	
2	Good				y	
4	Broken Head		Chiped Curb		y	
7	Broken				y	
38	Broken				y	
40	Burried			3 Sq broken	y	
84	Good				y	
87	Broken				y	
111	Good		Chiped Curb		y	
118	Broken		Chiped Curb	4 Sq Broken	y	
134	Good				y	
139	Good				y	
140	Good				y	
141	Good				y	
142	Good				y	
143	Good			1 Sq Broken	y	
144	Good				y	
145	Good				y	

Moose Lake Estates Walk

182	Good				y	
181	Broken/Buried				y	
165	Broken/Buried				y	
166	Good				y	
168	Broken				y	

EXHIBIT C
FEEES

Type	Permit Fees (Payable at Building Permit)	
Building Permit (per 100 sq. ft.)	\$	31.00
Plan Review Fee		At review cost +12%
Sanitary Connection	\$	597.00
Storm Connection	\$	175.00
Waterworks Connection	5/8" \$	1,800.00
	1" \$	3,000.00
	1 1/2" \$	3,588.00
Water Meter and Reader	5/8" \$	483.00
	1" \$	655.00
	1 1/2" \$	1,330.00
Water Usage	\$	67.00
Damage and Nuisance Bond (Refundable)	\$	5,000.00
Fire District Fee	\$	715.00
Library Fee	\$	120.00
Capital Western Fee	\$	731.50
Engineering Review Fee	\$	625.00
Plumbing Inspection Fee	\$	185.00
Mooselake Trans (KDOT)	\$	1,200.00
Village Transportation	\$	1,200.00
School Land Cash	3 bed \$	1,957.20
	4 bed \$	3,544.30
	5 bed \$	2,530.00
School District #129 Capital Impact Fee	3 bed	<i>Fair Market Value Based Fee</i>
	4 bed	<i>Fair Market Value Based Fee</i>
	5 bed	<i>Fair Market Value Based Fee</i>

EXHIBIT D
EEOPC

Moose Lake Unit 3
Engineer's Estimate of Probable Cost

November 20, 2019

Pavement Improvements

	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Amount</u>
-					
1	Fine Grading	S.Y.	5,850	\$ 1.25	\$7,312.50
2	Bituminous Concrete Surface Course, 1 ½"	S.Y.	5,450	\$ 7.00	\$38,150.00
3	Bituminous Concrete Binder Course, 2 ½"	S.Y.	5,450	\$ 9.00	\$49,050.00
4	12" Aggregate Base Course, Type B CA-6	S.Y.	5,450	\$ 12.00	\$65,400.00
7	B6.12 Curb & Gutter	L.F.	3,650	\$ 17.50	\$63,875.00
8	Prime Coat, MC-30	Gallons	5,778	\$ 1.00	\$5,777.78
9	Tack Coat	Gallons	3,800	\$ 1.50	\$5,700.00
10	Lime Stabilization	S.Y.	6,889	\$ 7.00	\$48,222.22
11	Street Cleaning	Lump Surr	1	\$ 3,000.00	\$3,000.00
Total Cost					<u><u>\$286,487.50</u></u>

Underground Improvements

A. Sanitary Sewer

1	Adjust Frames	Each	3	150.00	\$450.00
Total Sanitary Sewer.....					<u><u>\$450.00</u></u>

B. Watermain

1	Replace B-Boxes	Each	30	150.00	\$4,500.00
2	Replace FH V Box	Each	2	150.00	\$300.00
Total Watermain					<u><u>\$4,800.00</u></u>

C. Storm Sewer System

1	Clean System	L.S.	1	2,500.00	\$2,500.00
2	Filter Baskets	EA	9	250.00	\$2,250.00

**Moose Lake Unit 3
Engineer's Estimate of Probable Cost**

November 20, 2019

Total Storm Sewer

\$4,750.00

Total Underground

\$10,000.00

D. Miscellaneous Improvements

1	Street Lights (Controller, Cable, Misc.)	E.A.	6	6,000.00	\$36,000.00
2	Parkway Trees	E.A.	72	500.00	\$36,000.00
3	Traffic Control Signs	Lump Surr	1	1,500.00	\$1,500.00
4	Erosion Control Maintenance	Lump Surr	1	2,500.00	\$2,500.00

\$76,000.00

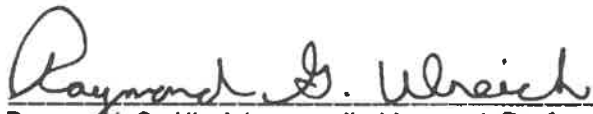
Total Project Costs

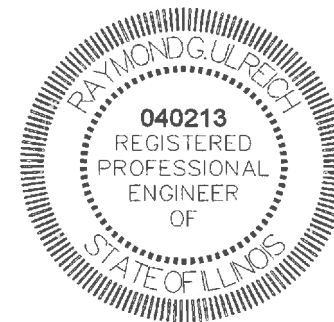
\$372,487.50

Security Amount @ 110%

\$409,736.25

Note: This Engineer's Estimate of Probable Cost is made on the basis of the Engineer's experience and qualifications using plan quantities and represents Engineer's best judgement as to the correlation with current pricing for similiary jobs. Since the Engineer has no control over the cost of labor, material, equipment or services furnished by others, or over the Contractor's methods of determining prices, market conditions, or competitive bidding, the Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from the Estiamate of Probable Cost.


Raymond G. Ulreich, IL Licensed Professional
Engineer No. 062-040213, Expires 11/30/2019



Site Plan -

Where single-story homes and homes less than 1,900 square feet would be prohibited per the Third Amendment

Site Plan

