

EXHIBIT C



DocId:20338410
Tx:40668092

**PROPERTY ADDRESS:
1151 E WARRENVILLE ROAD
NAPERVILLE, IL 60563**

ELIZABETH M. CHAPLIN
RECORDER
DUPAGE COUNTY, IL
09/22/2025 11:31 AM
DOC NO. R2025-059396
PAGES: 77

P.I.N. 08-05-100-028

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

DOCUMENT SUBMITTED WITH
LOW QUALITY / ILLEGIBLE PORTIONS

**OWNER'S ACKNOWLEDGEMENT AND ACCEPTANCE AGREEMENT
FOR NORTHWOODS OF NAPERVILLE**

This Owner's Acknowledgement and Acceptance Agreement for Northwoods of Naperville Subdivision ("**Agreement**") located at 1151 E Warrenville Road, Naperville, IL 60563, is entered into by and between the City of Naperville, a home rule unit of local government under the Constitution and laws of the State of Illinois ("**City**" or "**City of Naperville**"), with an address of 400 South Eagle Street, Naperville, IL 60540, and M/I Homes of Chicago, LLC, an Delaware limited liability company ("**OWNER AND DEVELOPER**"), with offices at 2135 City Gate Lane, Suite 620, Naperville, IL 60563. The City and the OWNER AND DEVELOPER are together hereinafter referred to as the "**Parties**" and sometimes individually as "**Party**".

RECITALS

A. This Agreement pertains to certain real property located within the corporate limits of the City of Naperville with a common address of 1151 E Warrenville Road, Naperville, IL 60563, having a parcel identification number of 08-05-100-028 and is legally described on **Exhibit A** and depicted on **Exhibit B** (hereinafter referred as the "**SUBJECT PROPERTY**"). OWNER AND DEVELOPER is the owner of SUBJECT PROPERTY.

B. The OWNER AND DEVELOPER petitioned the CITY for approval of the following entitlements ("**Preliminary Plat and Zoning Entitlements**") under the Naperville Municipal Code ("**City Code**" or "**Code**");

- i. Rezoning of the property located at 1151 E Warrenville Road (Northwoods of Naperville Subdivision) from RD (Research and Development) to OCI (Office, Commercial and Institutional District);

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- ii. Conditional use to permit single-family attached dwelling units per Section 6-7F-3:11 (OCI: Conditional Uses);
- iii. Preliminary Plat of Subdivision in order to develop sixty-four (64) townhome units per Section 7-2-2 (Subdivision Plat Procedures) with a deviation to Section 7-3-3:1 (Right-Of-Way Improvements: Streets) to permit a private street.

C. On May 6, 2025 the Naperville City Council approved OWNER AND DEVELOPER'S requests as set forth in Recital B above and passed the following ordinances ("**Northwoods of Naperville Ordinances**"):

- Ordinance 25-042 An ordinance rezoning the property located at 1151 E Warrenville Road (Northwoods of Naperville Subdivision) from RD (Research and Development) to OCI (Office, Commercial and Institutional District);
- Ordinance 25-043 An ordinance approving a conditional use per Section 6-7F-3:11 (OCI District: Conditional Uses) to allow 64 single-family attached homes in the OCI Zoning District for the Northwoods of Naperville;
- Ordinance 25-044 An ordinance approving the Preliminary Plat of Subdivision for Northwoods of Naperville per Section 7-2-2 (Subdivision Plat Procedures) with a deviation to Section 7-3-3:1 (Right-Of-Way Improvements: Streets) to permit a private street.

D. On ~~July 15~~ July 15, 2025 the Naperville City Council approved OWNER AND DEVELOPER'S request and passed the following ordinance ("**Northwoods of Naperville Final Plat of Subdivision Ordinance**"):

- Ordinance 25-~~046~~ An ordinance approving a Final Plat of Subdivision and OAA for Northwoods of Naperville per Section 7-2-2 (Subdivision Plat Procedures).

E. In addition to the Northwoods of Naperville Ordinances and the Northwoods of Naperville Final Plat of Subdivision Ordinance, development of the SUBJECT PROPERTY shall also be subject to compliance with this Agreement, the Naperville Municipal Code as amended from time to time, and with final approved plans, including but not limited to final engineering plans prepared by Cage Civil Engineering., dated April 4, 2025, last revised July 7, 2025 attached hereto as Exhibit C ("**Final Engineering Plans**"), a final stormwater report, a final engineer's cost estimate, a final landscape plan (inclusive of a final tree preservation plan), a final subdivision plat (including a Tree Preservation Covenant), and approved elevations for the single-family attached units on the SUBJECT PROPERTY.

F. By entering into this Agreement, the City is acting pursuant to its home rule authority under the Constitution and laws of the State of Illinois.

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NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. **Recitals Incorporated.** The foregoing Recitals are incorporated herein as though fully set forth in this Section 1.
2. **Ongoing Compliance.** In the development and operation of the SUBJECT PROPERTY, the OWNER AND DEVELOPER shall be subject to and shall fulfill all conditions set forth or referenced herein associated with the SUBJECT PROPERTY, including but not limited to: (i) the terms of this Agreement; (ii) the provisions of the Naperville Municipal Code, as amended from time to time; (iii) all ordinances and resolutions passed or adopted by the Naperville City Council related to the SUBJECT PROPERTY, including but not limited to the Northwoods of Naperville Ordinances and the Northwoods of Naperville Final Plat of Subdivision Ordinance; and (v) all applicable laws and regulations.
3. **School Donation:** OWNER AND DEVELOPER agrees to abide by the school donation provisions set forth in Section 7-3-5 (Dedication of Park Lands and School Sites or for Payments of Fees in Lieu of) of the Naperville Municipal Code, as amended from time to time. Further, OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required school donation pursuant to the "Per Permit Payment" provisions set forth in Section 7-3-5:5.2.2 of the Naperville Municipal Code. Said Per Permit Payment shall be calculated based on the school donation table set forth in Section 7-3-5 of the Naperville Municipal Code in effect at the time of the building permit issuance and shall be made prior to issuance of the building permit. Payment of the required school donation shall not be paid under protest, or otherwise objected to.
4. **Park Donation:** OWNER AND DEVELOPER agrees to abide by the park donation provisions set forth in Section 7-3-5 (Dedication of Park Lands and School Sites or for Payments of Fees in Lieu of) of the Naperville Municipal Code, as amended from time to time. Further, OWNER AND DEVELOPER has elected to pay a cash-in-lieu of a contribution of land for the required park donation pursuant to the "Per Permit Payment" provisions set forth in Section 7-3-5:5.2.2 of the Naperville Municipal Code. Said Per Permit Payment shall be calculated based on the park donation table set forth in Section 7-3-5 of the Naperville Municipal Code in effect at the time of the building permit issuance and shall be made prior to issuance of the building permit. Payment of the required park donation shall not be paid under protest, or otherwise objected to.
5. **Fees Due.** OWNER AND DEVELOPER shall pay all fees (which fees shall not be paid under protest or otherwise objected to) set forth herein and required by the Naperville Municipal Code as amended from time to time, including but not limited to the following:

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- 5.1 **Engineering Review Fee:** The Engineering Review Fee for final engineering will be \$150 per page for Final Engineering Review. This fee is due prior to release of City staff's final engineering plan review comments for the SUBJECT PROPERTY.
 - 5.2 **Site Permit Review Fee:** The Site Permit Fee will be determined based on 1.5% of the approved engineer's cost estimate. This fee is due prior to issuance of the site permit.
 - 5.3 **Infrastructure Availability Charges and User Fees:** Upon request for connection and service to the City's water system, OWNER AND DEVELOPER shall pay for all water infrastructure availability charges and user fees in accordance with Title 8 of the Naperville Municipal Code as amended from time to time, as are applicable to that portion of the SUBJECT PROPERTY for which connection and service is requested. Fees for connection to the City's sanitary system will not be charged for the SUBJECT PROPERTY since the sanitary sewer system that will serve the SUBJECT PROPERTY will be privately owned, maintained, repaired, reconstructed, and operated. OWNER AND DEVELOPER shall pay for all sanitary user fees in accordance with Title 8 of the Naperville Municipal Code as amended from time to time, as are applicable to that portion of the SUBJECT PROPERTY for which the service is requested.
 - 5.4 **Facility Installation Charges and User Fees:** Upon a request for connection and service to the City of Naperville electric system, the OWNER AND DEVELOPER shall pay for all Facility Installation Charges (FIC) and user fees in accordance with Title 8 of the Naperville Municipal Code as amended from time to time, as are applicable to that portion of the SUBJECT PROPERTY for which connection and service is requested.
 - 5.5 **Other Fees and Costs:** Any resubmission fees, or other applicable fees or costs not listed in 5.1 through 5.4 above, shall be charged in accord with the provisions of the Naperville Municipal Code or applicable policies and regulations then in effect, including but not limited to the fee schedule in Section 1-9F (Municipal Finances: Development, Entitlement and Other Required Application Process Fees) and Section 1-9H (Municipal Finances: Fees for Construction and New Development).
6. **The Northwoods of Naperville Townhome Association.**
- 6.1 **Formation of The Northwoods of Naperville Townhome Association.**
OWNER AND DEVELOPER shall cause the formation of a homeowner's association for the SUBJECT PROPERTY, to be known as The Northwoods of Naperville Townhome Association ("Northwoods HOA"), and shall record a Declaration of Covenants for The Northwoods of Naperville Townhome Association ("Declaration"). The Northwoods HOA shall be formed and the

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Declaration shall be recorded prior to OWNER AND DEVELOPER conveying any portion of the SUBJECT PROPERTY to any person or entity.

- 6.2 **Transfer of Obligations to the Northwoods HOA.** It is the intent of the OWNER AND DEVELOPER to create the Northwoods HOA to govern the Subject Property. OWNER AND DEVELOPER shall transfer its obligations hereunder to the Northwoods HOA pursuant to the Declaration at OWNER AND DEVELOPER's discretion and in accord with all applicable laws Notwithstanding the foregoing, said transfer to the Northwoods HOA shall not occur until not less than sixty-five percent (65%) of the residential units have been purchased.

OWNER AND DEVELOPER shall give the City Engineer written notice of said transfer of obligations, and accurate contact information for the Northwoods HOA, not less than thirty (30) days prior to such transfer. However, until the Northwoods HOA is formed and the transfer has been completed, the OWNER AND DEVELOPER shall be responsible for all obligations provided for herein. In the event that the Northwoods HOA is formed, but disbanded or otherwise ceases to exist in the future, all obligations attributable to the Northwoods HOA as provided for herein shall become the joint and several responsibility of each lot owner of the SUBJECT PROPERTY.

7. **PRIVATE IMPROVEMENTS**

- 7.1 The Northwoods of Naperville Subdivision improvements, as depicted on **Exhibit C** ("FINAL ENGINEERING PLANS"), consist of both "Public Improvements" and "Private Improvements". Those Improvements which are Public Improvements are listed on **Exhibit D** ("PUBLIC IMPROVEMENTS"). Those Improvements which are Private Improvements (which Private Improvements are covered by the Northwoods Dormant Special Service Area set forth in Section 8 hereof) are listed on **Exhibit E** ("PRIVATE IMPROVEMENTS").

The OWNER AND DEVELOPER shall be solely responsible for the design, installation, and construction of the PRIVATE IMPROVEMENTS and PUBLIC IMPROVEMENTS. Upon acceptance of the PUBLIC IMPROVEMENTS, the City shall be responsible for the ownership, operation, maintenance, repair, and replacement of the PUBLIC IMPROVEMENTS. The City will not accept ownership of the PRIVATE IMPROVEMENTS.

The PRIVATE IMPROVEMENTS shall be owned, operated, maintained, repaired, and replaced by the OWNER AND DEVELOPER until such time as OWNER AND DEVELOPER conveys the PRIVATE IMPROVEMENTS to the Northwoods HOA, at which time the Northwoods HOA shall be solely responsible

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for the ownership, operation, maintenance, repair, and replacement of said PRIVATE IMPROVEMENTS. (the “**Private Improvement Obligations**”).

Notice of Owner Obligations with respect to the Private Improvement Obligations shall be provided as set forth in Section 11 below and each subsection thereof.

7.1.1 Private Roadway

7.1.1.01 Private Road Improvements. The Parties acknowledge that the SUBJECT PROPERTY is to be developed with a private street (“**Private Roadway**”) and that there shall be no publicly owned roadway on the SUBJECT PROPERTY. The Private Roadway will be constructed and maintained in accordance with the Final Engineering Plans. The OWNER AND DEVELOPER, and subsequently the Northwoods HOA, shall be solely responsible for the design, construction, installation, repair, reconstruction, maintenance and operation of said Private Roadway, for private street lights, private sidewalks/carriage walks, trees adjacent to the Private Roadway, and all signage, including but not limited to signage regarding parking on the Private Roadway (together hereinafter referenced as “**Private Roadway Improvements**”). OWNER AND DEVELOPER, and subsequently the Northwoods HOA, shall be responsible to provide snow plowing services and any other services necessary for the Private Roadway Improvements to be operated and maintained in good repair. The Private Roadway Improvements shall be considered part of the PRIVATE IMPROVEMENTS. The City shall have no responsibility or liability for said Private Roadway Improvements, including but not limited to any duty to repair, maintain, or reconstruct said Improvements or to provide public services such as snowplowing except to the extent that the Northwoods Dormant Special Service Area provided for herein is activated by the City.

7.1.1.02 Private Roadway Parking Restrictions. As depicted on the Final Engineering Plans, parking

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shall be prohibited on the Private Roadway (which does not include that section of fourteen (14) dedicated parallel parking spaces included within an inset depicted on the Final Engineering Plans). OWNER AND DEVELOPER shall install “No Parking” signs prior to issuance of the first occupancy permit within the SUBJECT PROPERTY which parking signs shall be repaired, maintained, and replaced (but not removed) as needed, by the Northwoods HOA. The OWNER AND DEVELOPER, and the HOA (upon transfer of PRIVATE IMPROVEMENTS to the Northwoods HOA), shall be responsible to take appropriate measures to enforce the No Parking requirements, including but not limited to fines and towing, to ensure that the no parking areas remain unobstructed.

- 7.1.2 **Private Sanitary Lift Station and Sanitary Gravity Main System.** As depicted the Final Engineering Plans OWNER AND DEVELOPER shall, at its sole cost, design and construct a new sanitary gravity main system for the proposed development, a new sanitary lift station, and a new sanitary force main from the new lift station to the existing sanitary infrastructure, including connection to the existing City sanitary infrastructure and all associated equipment to serve the SUBJECT PROPERTY (together referenced herein as “**Private Sanitary Lift Station and Sanitary Gravity Main System**”). The Private Sanitary Lift Station and Sanitary Gravity Main System shall be considered part of the PRIVATE IMPROVEMENTS for which the OWNER AND DEVELOPER, and subsequently the Northwoods HOA shall be solely responsible. Said Private Sanitary Lift Station and Sanitary Gravity Main System shall be completed, inspected and approved by the City, and operational prior to issuance of the first occupancy permit for any part of the SUBJECT PROPERTY. Notwithstanding the foregoing, if the Private Sanitary Lift Station is operational, but a portion of the Sanitary Gravity Main is still being finalized, the Director of DPU-W may give written authorization to allow occupancy subject to the

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remainder of the work being completed, inspected, and approved within a defined timeframe.

7.2 Private Improvement Capital Contribution. The Declaration shall set forth the requirement for a private improvement capital contribution to be made (the “**Private Improvement Capital Contribution**”) to fund the private improvement capital account (the “**Private Improvement Capital Account**”). The Private Improvement Capital Account shall be used solely for the maintenance, repair and replacement associated with the Private Improvement Obligations. The Private Improvement Capital Account shall initially be funded based upon that amount equal to two (2) monthly assessments payable to the Northwoods HOA upon closing of the sale of a unit by each initial purchaser for value. Thereafter, each subsequent purchaser for value shall make a payment to the Northwoods HOA in the amount of one (1) monthly assessment upon closing. Additionally, the Northwoods HOA shall assess such fees from each unit owner as are reasonably necessary and appropriate to reserve funds for the scheduled replacement of the private improvements.

8. **Northwoods Dormant Special Service Area for Private Improvements.**

8.1 OWNER AND DEVELOPER shall petition the Naperville City Council, and in conjunction with the City, but at OWNER AND DEVELOPER’S sole cost, shall take all steps necessary to form a back-up or “dormant” special service area (herein referenced as the “**Northwoods Dormant Special Service Area**”) on the SUBJECT PROPERTY in order to provide funding for the continued operation, maintenance, repair and reconstruction of the PRIVATE IMPROVEMENTS as defined herein in the event that either the OWNER AND DEVELOPER or the Northwoods HOA fail to timely and adequately perform some or any of the responsibilities associated with said PRIVATE IMPROVEMENTS. All notices required to be given, and all costs associated with the formation of the Northwoods Dormant Special Service Area, shall be the responsibility of the OWNER AND DEVELOPER. The City Engineer, with the assistance of the OWNER AND DEVELOPER, shall determine the amount of taxes estimated to be necessary to be generated by the Northwoods Dormant Special Service Area for the first year of its activation in the event the Dormant Special Service Area is activated to provide for some or all of the PRIVATE IMPROVEMENTS.

8.2 An ordinance passed by the Naperville City Council approving the establishment of a dormant special service area to be known as the “**Northwoods Dormant Special Service Area**” must be recorded with the DuPage County Recorder prior to OWNER AND DEVELOPER conveying any portion of the SUBJECT PROPERTY to any person or entity.

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- 8.3 The existence of the Northwoods Dormant Special Service Area and its purposes, along with a reference to its recording number shall be included in the Declaration as part of the Notice of Owner Obligations set forth in Section 11 and each subsection thereof.
- 8.4 A decision to activate the Northwoods Dormant Special Service Area shall be made at the reasonable discretion of the City in the event that either the OWNER AND DEVELOPER or the Northwoods HOA fail to timely and adequately perform some or any of the responsibilities associated with said PRIVATE IMPROVEMENTS. The City shall give the OWNER AND DEVELOPER, or the Northwoods of Naperville Townhome Association, as applicable, not less than sixty (60) days' notice of its intent to activate the Northwoods Dormant Special Service Area.
9. Notice of Owner Obligations.
- 9.1 OWNER AND DEVELOPER shall provide prospective purchasers of dwelling units within the Northwoods of Naperville Subdivision with a written notice, attached to the purchase and sale agreement, which sets forth, at a minimum, the existence of the Northwoods HOA and the anticipated budgeted obligations of the Northwoods HOA, which will include but may not be limited to the following (together hereinafter referenced as the "**Notice of Obligations**"):
- (i) the ongoing operation, maintenance, repair of the PRIVATE IMPROVEMENTS as set forth in the Declaration for the Northwoods HOA;
 - (ii) the provision of Private Refuse and Recycling Services;
 - (iv) notice of the Tree Preservation Covenants and Restrictions included on the **FINAL PLAT OF SUBDIVISION** attached hereto as **Exhibit B**; and
 - (v) notice of the Northwoods Dormant Special Service Area.

The above referenced owner obligations shall also be included in the Declaration. No amendment or modification of the Declaration shall delete said obligations without prior written City approval.

10. **Private Collection and Disposal of Refuse, Recycling, and other Materials.**

- 10.1 OWNER AND DEVELOPER, and upon conveyance of the SUBJECT PROPERTY to the Northwoods HOA, the Northwoods HOA shall be solely responsible to provide for the collection, disposal, and payment of all refuse, recyclable, and other materials for the SUBJECT PROPERTY (hereinafter referenced together as "**Private Refuse and Recycling Collection Services**".) Private Refuse and Recycling Collection Services shall not be included in the PRIVATE IMPROVEMENTS which shall be the subject of the Northwoods Dormant Special Service Area as provided herein; however, notice of this obligation shall be

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included in the Notice of Owner Obligations set forth in Section 11 and each subsection thereof.

- 10.2 So long as either the OWNER AND DEVELOPER or the Northwoods HOA provide and pay for Private Refuse and Recycling Collection Services for the SUBJECT PROPERTY, the CITY shall not charge the OWNER AND DEVELOPER or the Northwoods HOA for any City managed refuse and recycling collection services.

11. **Northwoods Tree Preservation Covenant.**

- 11.1 In conjunction with developing the SUBJECT PROPERTY as a residential community, OWNER AND DEVELOPER wishes to preserve the wooded character of a portion of the SUBJECT PROPERTY as depicted on the Final Plat of Subdivision attached hereto as **Exhibit B** (“**Preservation Area**”), as set forth in the provisions of the Northwoods Tree Preservation Covenant as included on sheet 3 of the Final Plat of Subdivision. Said Northwoods Tree Preservation Covenant shall provide that said Covenant and the Tree Preservation Plan included within the Final Landscaping Plans attached hereto as **Exhibit G** (“**Final Landscaping Plans**”) may not be amended or modified without the prior written approval of the City.

12. **Storm Water Management Facilities.**

- 12.1 There is an existing storm water management basin located in the southeast portion of the Subject Property (located within the area covered by the Preservation Area described in Section 11.1 above). In addition OWNER AND DEVELOPER will be constructing a “**Wetland Bottom BMP**” (a basin designed to provide storm water volume control and pollutant filtration) directly east of buildings 3, 4, and 5 of the Subject Property as depicted on the Final Engineering Plans. The stormwater management basin and the Wetland Bottom BMP are together hereinafter referenced as the “**Storm Water Management Facilities**”.

OWNER AND DEVELOPER, and subsequently the Northwoods HOA, shall be responsible for the ongoing maintenance, repair, and reconstruction of the Storm Water Management Facilities to ensure that they are, at all times, in good operational order and serving their intended purpose. operation in good operational order.

12.1.1 OWNER AND DEVELOPER, and the Northwoods Association upon transfer of obligations per Section 6.2 hereof, shall meet all criteria for compliance with performance standards for native plantings within the proposed woodland seeded areas identified on the Final Landscaping Plans (**Exhibit G**) as *Native Woodland Seed Mix* (“**Woodland Seeded Areas**”) and the Wetland Bottom BMP, as those standards are set forth in the DuPage County Countywide Stormwater & Floodplain Ordinance and as set forth in the Storm Water Management Report

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prepared by Cage Civil Engineering dated April 4, 2025 and revised July 7, 2025, an excerpt of which is attached hereto as **Exhibit F**. Notwithstanding the foregoing, the obligations set forth in this Section 12.1.1 do not apply to any existing native plantings that may be located within the Preservation Area and which the same shall not be required to be protected.

12.1.2 **No New Impervious Areas.** Pursuant to the Final Engineering Plans for the SUBJECT PROPERTY approved by the City Engineer, the impervious area for the Northwoods of Naperville development on the SUBJECT PROPERTY shall not exceed 25,000 square feet more than the pre-existing impervious area of the IHA office building, parking lot, access drive, and appurtenances (the "**Net New Impervious Area**"). Any additional structures or additions added to the SUBJECT PROPERTY not shown on said approved final engineering, including but not limited to decks and patios, which cause the Net New Impervious Area on the SUBJECT PROPERTY to exceed 25,000 square feet may only be permitted if necessary site runoff storage is provided on the SUBJECT PROPERTY in accord with the then effective requirements of the DuPage County Countywide Stormwater & Floodplain Ordinance, and approved by the City Engineer.

13. **Financial Surety.** Financial surety in a form and from a source acceptable to the City Attorney shall be provided and maintained in the amount of 110% of the approved engineer's estimate of probable construction cost ("EOPCC") attached hereto as **Exhibit H**, which guarantees the completion of those improvements set forth in the EOPCC. Financial surety shall be received and approved prior to issuance of a site development permit. Notwithstanding provision of said surety, until the said improvements have been inspected and approved by the City, the OWNER AND DEVELOPER shall remain obligated for completion of said improvements and/or (at the City's sole discretion) to pay any costs for said improvements to the extent that the surety is not sufficient to pay for the costs of said improvements, or in the event of any denial, or partial denial of coverage by the surety, or failure of the surety to timely respond to a demand for payment. Prior to acceptance of those improvements to be accepted by the City, the OWNER AND DEVELOPER shall provide the City with a maintenance surety as provided in Section 5-9-8 of the Naperville Municipal Code, as amended from time to time, in a form approved by the City Attorney.

As to any surety, or maintenance surety, provided by the OWNER AND DEVELOPER to the City hereunder, the OWNER AND DEVELOPER agrees that: (1) at no time shall the City be liable for attorneys' fees with respect thereto; (2) OWNER AND DEVELOPER shall be liable to pay the City's reasonable attorneys' fees and costs (in-house or outside counsel) in enforcement thereof; and (3) the list of circumstances set forth in such surety (including any exhibit thereto) as bases for default thereunder shall entitle the City to draw on said surety.

14. **Building Permits.** No building permits shall be issued for the SUBJECT PROPERTY, or any portion thereof, until the Final Subdivision Plat has been recorded and until the City

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has determined that sufficient improvements have been installed and are functioning to protect the health, safety, and welfare of the public.

15. **General Conditions.**

- 15.1 **Binding Effect.** City and OWNER AND DEVELOPER acknowledge and agree that the terms contained herein shall be binding upon and inure to the benefit of the City and the OWNER AND DEVELOPER and their respective successors, assigns, and transferees, and any subsidiary, affiliate or parent of the OWNER AND DEVELOPER (whether their interest is in the SUBJECT PROPERTY as a whole or in any portion or aspect thereof).
- 15.2 **Severability.** It is mutually understood and agreed that all agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.
- 15.3 **Amendment.** The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the Parties hereto.
- 15.4 **Intentionally omitted.**
- 15.5 **Choice of Law and Venue.** This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.
- 15.6 **Ambiguity.** If any term of this Agreement is ambiguous, it shall not be construed for or against any Party on the basis that the Party did or did not write it.
- 15.7 **Recordation.** This Agreement will be recorded by the City with the office of the DuPage County Recorder.
- 15.8 **Term.** This Agreement shall be effective upon the Effective Date set forth in Section 15.15 hereof and shall terminate, without further action by either Party, upon the later of fifteen (15) years from the Effective Date or issuance of all final certificates of occupancy for the SUBJECT PROPERTY.
- 15.9 **Automatic Expiration.** If the final plat of subdivision for the SUBJECT PROPERTY is not recorded within five (5) years of the date of approval of the ordinance approving the final plat of subdivision and this Agreement by the City

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Council, the final plat of subdivision and this Agreement shall automatically lapse and become null and void without further action by the City.

- 15.10 **Survival.** The terms and conditions set forth in the following paragraphs of this Agreement shall survive the expiration or termination of this Agreement: Sections 1 through 8 and each subsection thereof, Subsection 9.1, Section 10 and each subsection thereof, Subsection 11.1, Section 12 and each subsection thereof, Section 14, Subsections 15.1, 15.2, 15.5, 15.6, 15.10, and 15.13.
- 15.11 **Authority to Execute/OWNER AND DEVELOPER.** The undersigned warrants that he/she is the OWNER AND DEVELOPER of the SUBJECT PROPERTY, or is the duly authorized representative of the OWNER AND DEVELOPER of the SUBJECT PROPERTY in the case of a corporation, partnership, trust, or similar ownership form which owns the SUBJECT PROPERTY and that the undersigned has full power and authority to sign this document and voluntarily agrees to the provisions set forth herein.
- 15.12 **Authority to Execute/City.** The undersigned City Manager warrants that he has been directed to, and has the authority to, execute this Agreement. The undersigned City Clerk warrants that she has been directed to, and has the authority to, attest the signature of the City Manager on this Agreement.
- 15.13 **Exhibits.** All exhibits attached hereto or referenced herein, are incorporated herein by reference and made part hereof.
- 15.14 **Review of Declaration.** The City Attorney shall review and approve the Declaration for the Subject Property solely for the purpose of confirming conformity with the provisions set forth herein which approval shall not be unreasonably withheld.
- 15.15 **Effective Date.** The effective date of this Agreement (“**Effective Date**”) shall be the date upon which it is fully executed by both Parties hereto.

/SIGNATURES ON FOLLOWING PAGES/

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OWNER AND DEVELOPER
M/I HOMES OF CHICAGO, LLC:

[Handwritten Signature]
[Signature]

Rick Champine
[Printed name]

Division President, M/I Homes
[Title]

State of Illinois)
) ss
County of DuPage)

The foregoing instrument was acknowledged before me by Hannah C C Domino this 8 day of July 2025.

[Handwritten Signature]
Notary Public

Hannah C C Domino
Print Name

Given under my hand and official seal this 8 day of July 2025.

[Handwritten Signature]
Notary Public
My Commission Expires: April 3, 2029

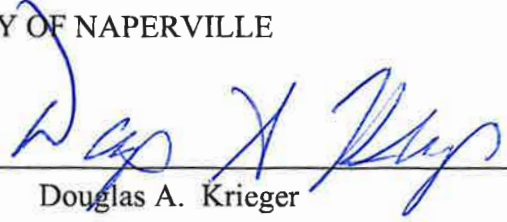
-Seal-



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CITY OF NAPERVILLE

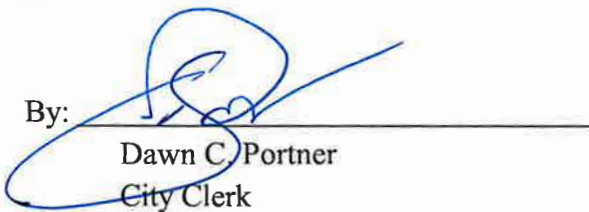
By: _____



Douglas A. Krieger
City Manager

ATTEST:

By: _____



Dawn C. Portner
City Clerk

Date: _____

9/9/2025



EXHIBIT C

LEGAL DESCRIPTION

ALL OF LOT 1 IN I.H.A. SUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 5, TOWNSHIP 38 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1982 AS DOCUMENT NO. R82-57652, EXCEPT THAT PART LOCATED IN "PARCEL B" CONVEYED TO CHRISTIANITY TODAY, INC. AND DESCRIBED AS FOLLOWS: THAT PART OF LOT 1 AND ALL OF LOT 2 IN I.H.A. SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 5, TOWNSHIP 38 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1982 AS DOCUMENT NO. R82-57652 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 88 DEGREES 39 MINUTES 02 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 133.98 FEET TO A LINE THAT IS 66.00 FEET EASTERLY, AS MEASURED PERPENDICULAR TO, OF THE WEST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 07 MINUTES 00 SECONDS WEST, PARALLEL TO SAID WEST LINE OF LOT 1, A DISTANCE 470.00 FEET; THENCE NORTH 88 DEGREES 39 MINUTES 02 SECONDS EAST, PARALLEL TO THE SOUTH LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 443.91 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 2; THENCE NORTH 62 DEGREES IN 18 MINUTES 03 SECONDS EAST, ALONG SAID NORTHWESTERLY LINE OF LOT 2, A DISTANCE OF 285.41 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 27 DEGREES 41 MINUTES 57 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 665.74 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88 DEGREES 39 MINUTES 02 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 871.28 FEET TO THE POINT OF BEGINNING BEING SITUATED IN THE VILLAGE OF NAPERVILLE, DUPAGE COUNTY, ILLINOIS.

PIN: 08-05-100-028

Commonly Known As: 1151 E. Warrenville Road, Naperville, Illinois 60563

EXHIBIT C

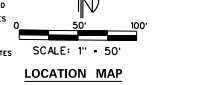
TOTAL AREA OF SUBDIVISION
 150,000 SQUARE FEET OR 3.218 ACRES, MORE OR LESS.
 SEE SHEET 3 FOR AREA DETAILS.

OWNER'S ASSESSMENT PLAT OF INDIAN HILL WOODS
 DOC. 1946-490182
 (SINGLE-FAMILY RESIDENCES)

FINAL PLAT OF SUBDIVISION
 OF
NORTHWOODS OF NAPERVILLE
 BEING A PART OF SECTION 5, TOWNSHIP 38 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

PIN:
 P.I.L.N.W. 08-05-100-028
 PROPERTY ADDRESS:
 1151 E. WARRENVILLE ROAD
 NAPERVILLE, IL 60563

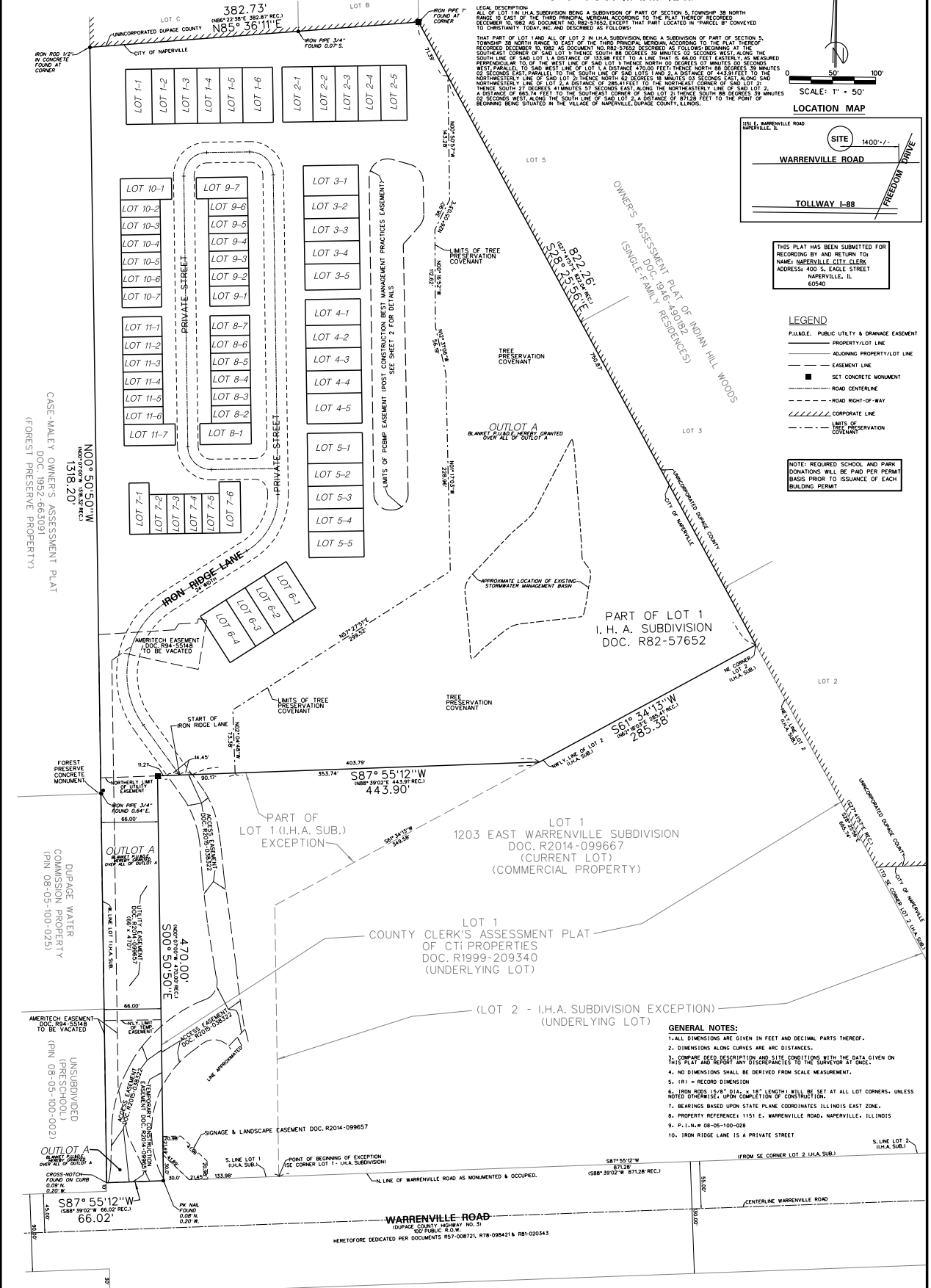
LEGAL DESCRIPTION:
 ALL OF LOT 1 IN I.H.A. SUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 5, TOWNSHIP 38 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1982 AS DOCUMENT NO. R82-57652 EXCEPT THAT PART LOCATED IN PARCEL BY CONVEYED TO CHRISTINITY TODAY, INC. AND DESCRIBED AS FOLLOWS:
 THAT PART OF LOT 1 AND ALL OF LOT 2 IN I.H.A. SUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 5, TOWNSHIP 38 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 10, 1982 AS DOCUMENT NO. R82-57652 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1 THENCE SOUTH 88 DEGREES 00' 00" WEST 60.00 FEET; THENCE ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 153.98 FEET TO A LINE THAT IS 60.00 FEET (EAST) BY AS MEASURED PERPENDICULAR TO THE WEST LINE OF SAID LOT 1 THENCE NORTH 00 DEGREES 00' 00" WEST 50 FEET; THENCE WEST PARALLEL TO SAID WEST LINE OF LOT 1 A DISTANCE 470.00 FEET; THENCE NORTH 88 DEGREES 39' 00" WEST 62 FEET; THENCE PARALLEL TO THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 44.81 FEET TO THE NORTHERLY LINE OF LOT 2 THENCE NORTH 82 DEGREES 00' 00" WEST 100 FEET; THENCE SOUTH 82 DEGREES 00' 00" WEST 100 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 17 DEGREES 41' 00" WEST 41 FEET; THENCE EAST 100 FEET; THENCE NORTH 17 DEGREES 41' 00" WEST 41 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 88 DEGREES 39' 00" WEST 62 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 88 DEGREES 39' 00" WEST 62 FEET; THENCE ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 871.28 FEET TO THE POINT OF BEGINNING BEING SITUATED IN THE VILLAGE OF NAPERVILLE, DUPAGE COUNTY, ILLINOIS.



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

LEGEND
 --- PUBLIC UTILITY & DRAINAGE EASEMENT
 --- PROPERTY/LOT LINE
 --- ADJOINING PROPERTY/LOT LINE
 --- EASEMENT LINE
 ■ SET CONCRETE MONUMENT
 --- ROAD CENTERLINE
 --- ROAD RIGHT-OF-WAY
 --- CORPORATE LINE
 --- LIMITS OF TREE PRESERVATION COVENANT

NOTE: REQUIRED SCHOOL AND PARK DONATIONS WILL BE PAID PER PERMIT BASIS PRIOR TO ISSUANCE OF EACH BUILDING PERMIT.



CASE/MALEY OWNERS' ASSESSMENT PLAT
 DOC. 1952-653091
 (FOREST PRESERVE PROPERTY)

NO. 05 S. 01 W. 1/4
 1318.20'±
 4000.00'±
 4000.00'±

DUPAGE WATER
 COMMISSION PROPERTY
 (PIN 08-05-100-025)

UNSUBDIVIDED
 (PFRSCHOOL)
 (PIN 08-05-100-002)

OUTLOT A
 470.00'±
 4000.00'±
 4000.00'±

LOT 1
 1203 EAST WARRENVILLE SUBDIVISION
 DOC. R2014-099667
 (CURRENT LOT)
 (COMMERCIAL PROPERTY)

LOT 1
 COUNTY CLERK'S ASSESSMENT PLAT
 OF CTI PROPERTIES
 DOC. R1999-209340
 (UNDERLYING LOT)

(LOT 2 - I.H.A. SUBDIVISION EXCEPTION)
 (UNDERLYING LOT)

- GENERAL NOTES:**
1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
 2. DIMENSIONS ALONG CURVES ARE ARC DISTANCES.
 3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
 4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
 5. (R) = RECORD DIMENSION
 6. IRON RODS (1/2" DIA., 18" LENGTH) WILL BE SET AT ALL LOT CORNERS, UNLESS NOTED OTHERWISE, UPON COMPLETION OF CONSTRUCTION.
 7. BEARINGS BASED UPON STATE PLANE COORDINATES ILLINOIS EAST ZONE.
 8. PROPERTY REFERENCED: 1151 E. WARRENVILLE ROAD, NAPERVILLE, ILLINOIS
 9. P.I.L.N.W. 08-05-100-028
 10. IRON RIDGE LANE IS A PRIVATE STREET

Thomson Surveying Ltd.
 9515 W. Higgins Road, Suite 850
 Rosemont, IL, 60018
 TEL: 847-318-9790
 FAX: 847-318-9792
 WWW.THOMSONS1.COM

CLIENT: **MI HOMES OF CHICAGO, LLC**
 CITY GATE LANE, SUITE 620
 NAPERVILLE, ILLINOIS
 60563

NO.	DATE	PER CITY COMMENTS	PER ATTORNEY COMMENTS	PER ATTORNEY COMMENTS	CHKD.
6	7-3-25	PER CITY COMMENTS			
5	6-19-25	PER CITY COMMENTS			
4	5-23-25	PER ATTORNEY COMMENTS			
3	4-18-25	TREE PRESERVATION AREA ADDED			
2	3-28-25	PER ATTORNEY COMMENTS			
1	12-19-24	PER CITY COMMENTS			
NO.	DATE				

DSGN. _____
 DWN. _____
 CHRD. _____
 SCALE: 1" = 50'
 DATE: 11-6-24

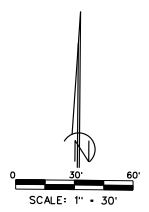
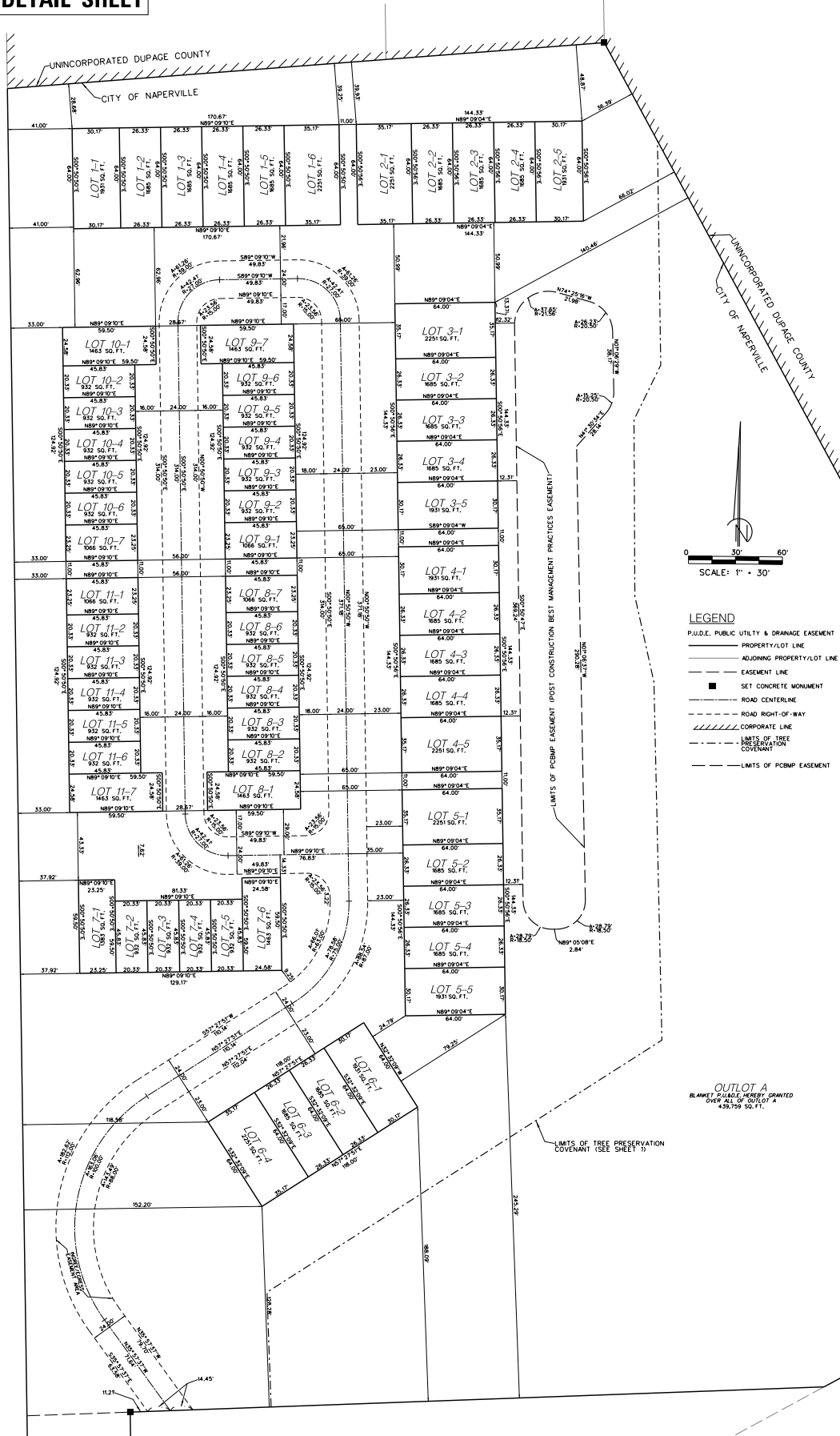
TITLE: **FINAL PLAT OF SUBDIVISION**
NORTHWOODS OF NAPERVILLE
 NAPERVILLE, ILLINOIS

CITY PROJECT NUMBER DEV-0055-2025

PROJECT NO. 5689
 SHEET 1 OF 3
 DRAWING NO. 5689 PLAT OF SUB.DON

EXHIBIT C

LOT & ROAD DETAIL SHEET



- LEGEND**
- P.U.D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
 - PROPERTY/LOT LINE
 - ADJOINING PROPERTY/LOT LINE
 - EASEMENT LINE
 - SET CONCRETE MONUMENT
 - ROAD CENTERLINE
 - ROAD RIGHT-OF-WAY
 - CORPORATE LINE
 - LIMITS OF TREE PRESERVATION COVENANT
 - LIMITS OF PCMB EASEMENT

OUTLOT A
BLANKET DEED, HEREBY DRAINED
OVER 41' OF OUTLOT A
439,759 SQ. FT.

Thomson Surveying Ltd.
9575 W. Higgins Road, Suite 850
Rosemont, IL, 60018
TEL: 847-318-9750
FAX: 847-318-9752
WWW.THOMSON11.COM

CLIENT: **MI HOMES OF CHICAGO, LLC**
CITY GATE LANE, SUITE 620
NAPERVILLE, ILLINOIS
60563

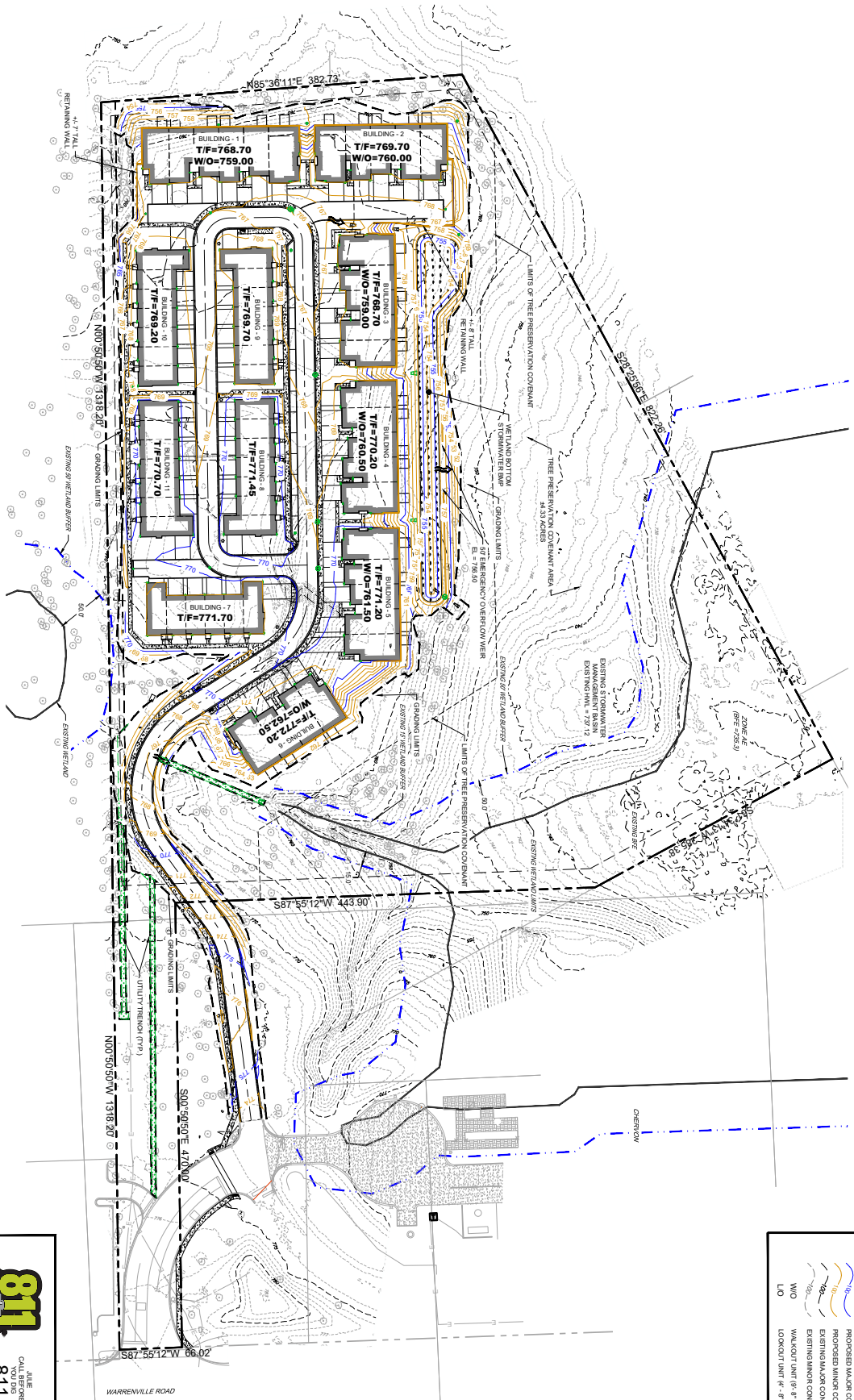
6	7-3-25	PER CITY COMMENTS	
5	6-19-25	PER CITY COMMENTS	
4	5-23-25	PER ATTORNEY COMMENTS	
3	4-18-25	TREE PRESERVATION AREA	
2	3-28-25	PER ATTORNEY COMMENTS	
1	12-19-24	PER CITY COMMENTS	
NO.	DATE		

DSGN.	W.J.
CHKD.	D.M.S.
SCALE	1" = 30'
DATE	11-6-24

TITLE: **FINAL PLAT OF SUBDIVISION**
NORTHWOODS OF NAPERVILLE
NAPERVILLE, ILLINOIS

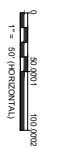
CITY PROJECT NUMBER DEV-0055-2025
PROJECT NO. 5689
SHEET 2 OF 3
DRAWING NO. 5689 PLAT OF SUB.DON

EXHIBIT C



GRADING LEGEND

- LINE: DRAINAGE ARROW
- OVERLAND FLOOD ROUTE
- SPOT ELEVATION
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- W/O: WALKOUT UNIT (8'-8" BELOW 17%)
- LO: WALKOUT UNIT (4'-8" BELOW 17%)



811
CALL BEFORE YOU DIG

GRADING & DRAINAGE PLAN

M/I HOMES OF CHICAGO, LLC
NORTHWOODS OF NAPERVILLE
 1151 WARRENVILLE ROAD
 NAPERVILLE, IL 60563

DATE: 07/27/2025
 DRAWN BY: [blank]
 CHECKED BY: [blank]

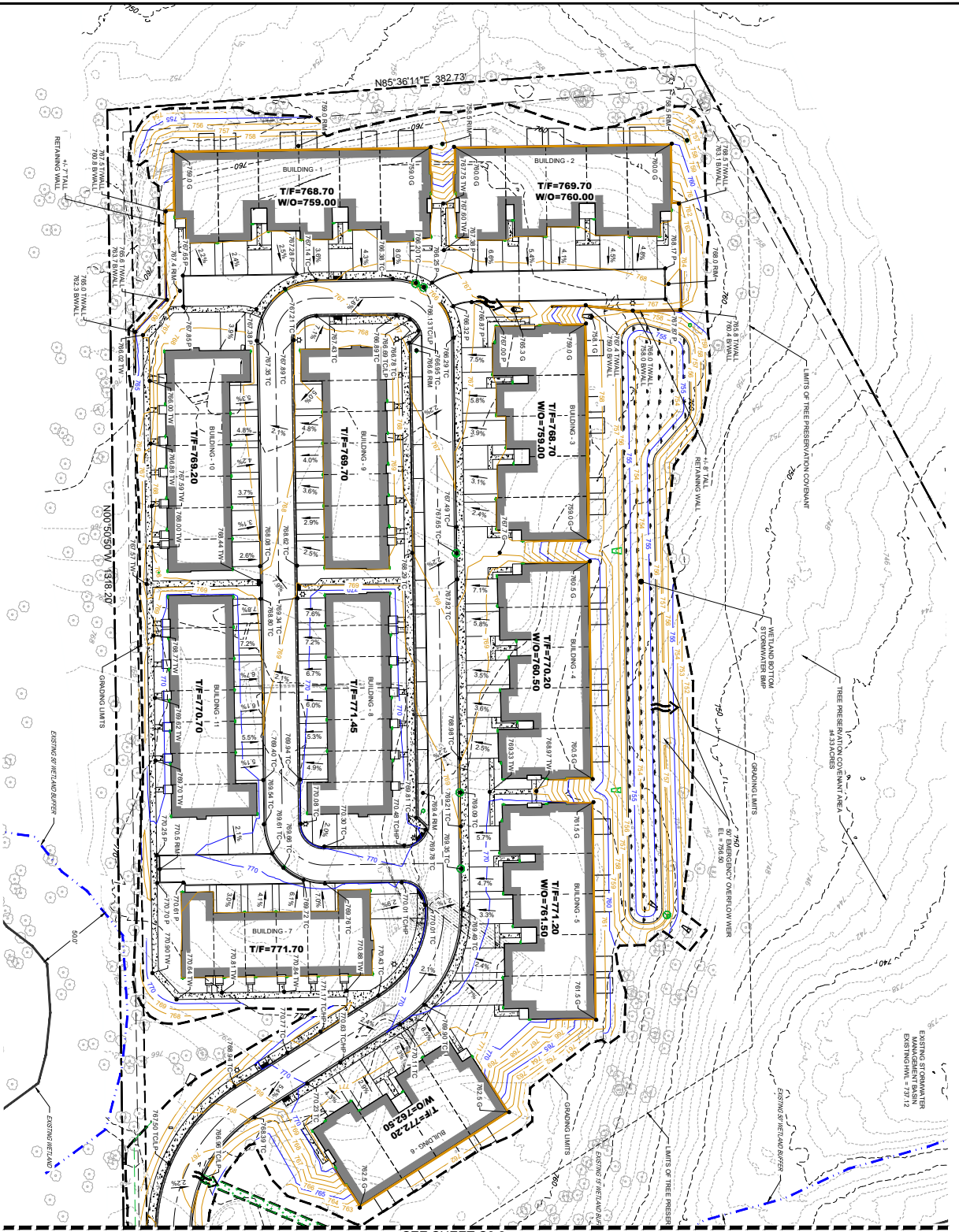
REVISIONS



2200 CABOT DRIVE
 SUITE 325
 LISLE, IL 60532
 P: 630.598.0007
 WWW.CAGECIVIL.COM

C30

EXHIBIT C



SEE SHEET C3.2

- ### GRADING LEGEND
- ▶ DRAINAGE ARROW
 - ▶ OVERLAND FLOOD ROUTE
 - ▶ 100.00 P SPOT ELEVATION
 - ▶ PROPOSED MAJOR CONTOUR
 - ▶ PROPOSED MINOR CONTOUR
 - ▶ EXISTING MAJOR CONTOUR
 - ▶ EXISTING MINOR CONTOUR
 - ▶ W/O WETLAND OFFSET
 - ▶ W/O WALKOUT (NOT GR-8 BELOW 1/8)
 - ▶ LOCKOUT (NOT GR-8 BELOW 1/8)

EXISTING STORAGE MANAGEMENT BASIN
 EXISTING ELEVATION = 729.12

WETLAND BOTTOM STORAGE WATER BASIN
 EXISTING ELEVATION = 729.50

WETLAND BOTTOM STORAGE PROVIDED = 13,884 CF

TOTAL STORAGE VOLUME PROVIDED = 15,532 CF

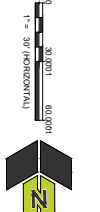
EXISTING STORAGE MANAGEMENT PRACTICES

SWP STORAGE VOLUME REQUIRED = 15,273 X 1.25 = 19,091 CF

RENEWABLE PAPER STORAGE VOLUME PROVIDED = 22,842 CF

WETLAND BOTTOM STORAGE PROVIDED = 13,884 CF

TOTAL STORAGE VOLUME PROVIDED = 15,532 CF



M/I HOMES OF CHICAGO, LLC
NORTHWOODS OF NAPERVILLE
 1151 WARRENVILLE ROAD
 NAPERVILLE, IL 60563

REVISIONS

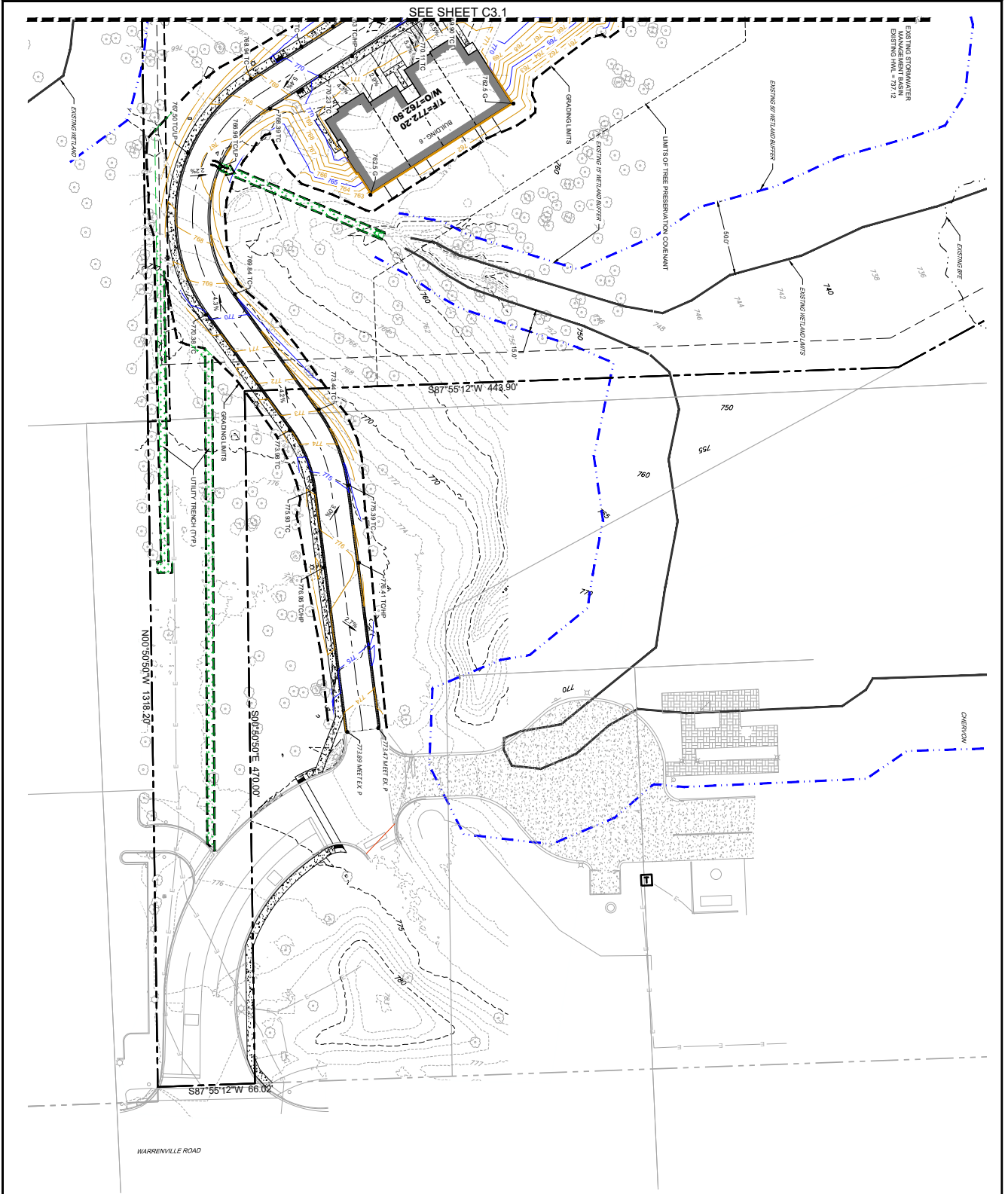


2200 CABOT DRIVE
 SUITE 325
 LISLE, IL 60532
 P. 630.596.0007
 WWW.CAGECIVIL.COM

C3.1

EXHIBIT C

SEE SHEET C3.1



GRADING LEGEND

- DRAINAGE ARROW
- OVERLAND FLOOD ROUTE
- SPOT ELEVATION
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- W/O WALKOUT UNIT 6" - 8" BELOW TYP
- L/O WALKOUT UNIT 4" - 8" BELOW TYP

811
CALL BEFORE YOU DIG

M/I HOMES OF CHICAGO, LLC
NORTHWOODS OF NAPERVILLE
 1151 WARRENVILLE ROAD
 NAPERVILLE, IL 60563

DATE: 07/27/2025
 TIME: 09:25:00
 SHEET TITLE:
 DRAWN BY:
 CHECKED BY:

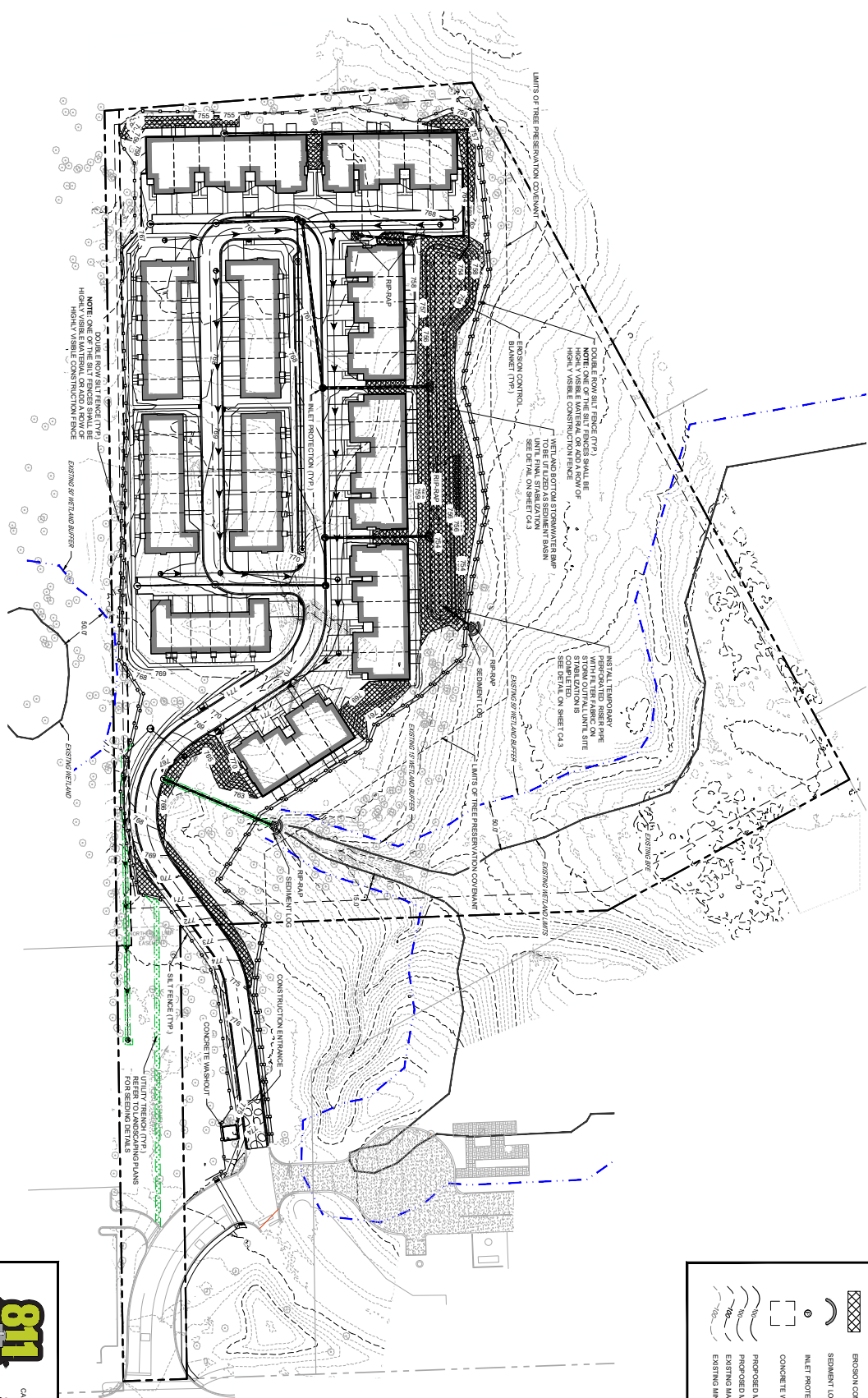
REVISIONS



2200 CABOT DRIVE
 SUITE 325
 LISLE, IL 60532
 P. 630.598.0007
 WWW.CAGECIVIL.COM

C3.2
 10' x 24' x 3/8"

EXHIBIT C



SSC LEGEND

	SALT FENCE
	TEMPORARY CONSTRUCTION ENTRANCE
	R/F PAD
	EROSION CONTROL BLANKET
	SEDIMENT LOG
	N/EI PROTECTION FILTER BASKET
	CONCRETE WASHOUT
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR

811
CALL BEFORE YOU DIG

1" = 50' (HORIZONTAL)
1" = 10'

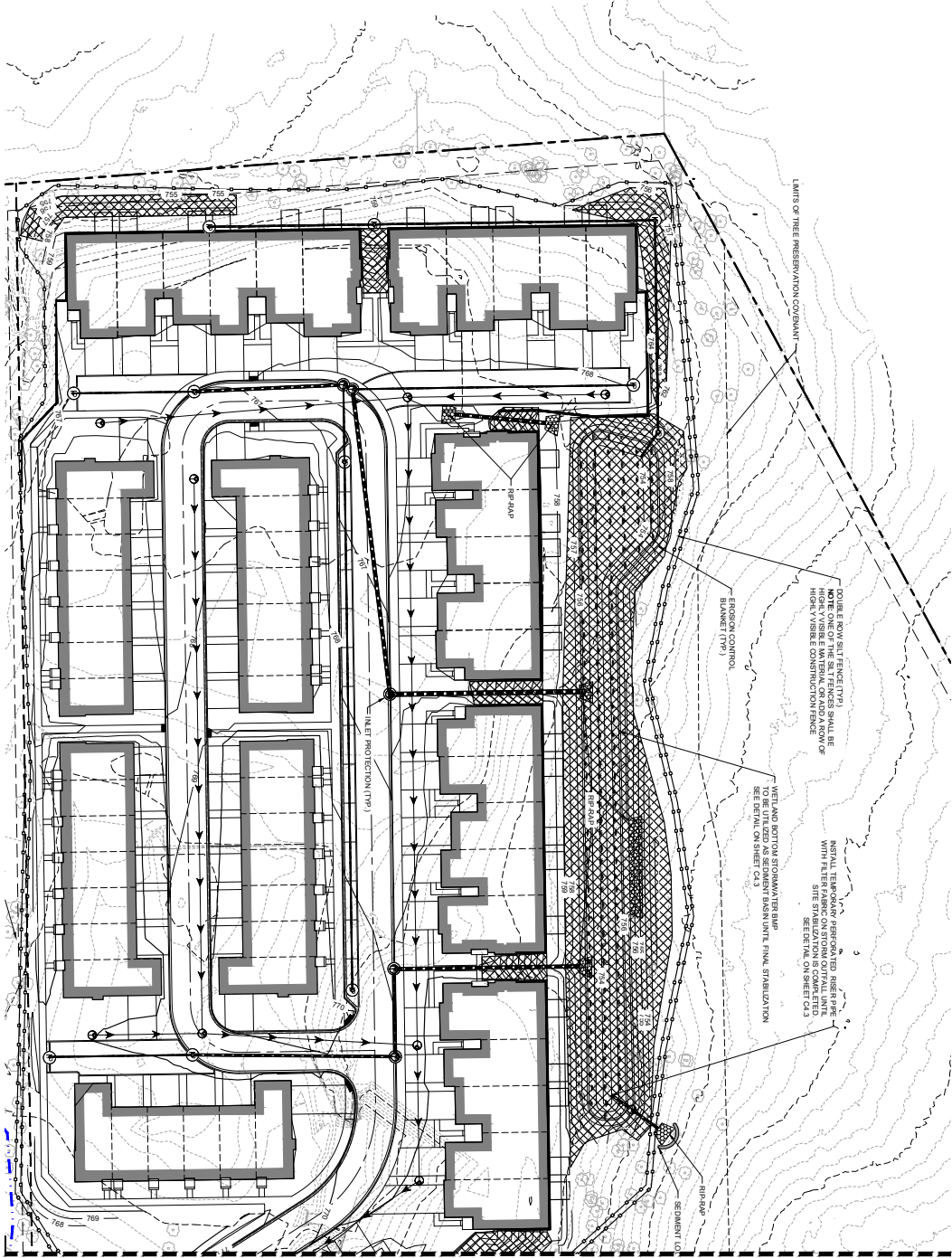
<p>REVISIONS</p>			<p>2200 CABOT DRIVE SUITE 325 LISLE, IL 60532 P. 630.598.0007 WWW.CAGECIVIL.COM</p>

SOIL
EROSION
CONTROL
PLAN

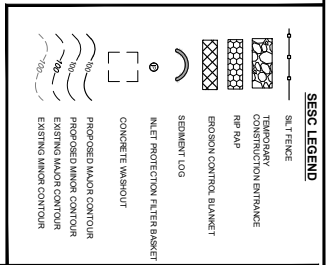
C4.0

11.09.20

EXHIBIT C



SEE SHEET C4.2



811
CALL BEFORE YOU DIG

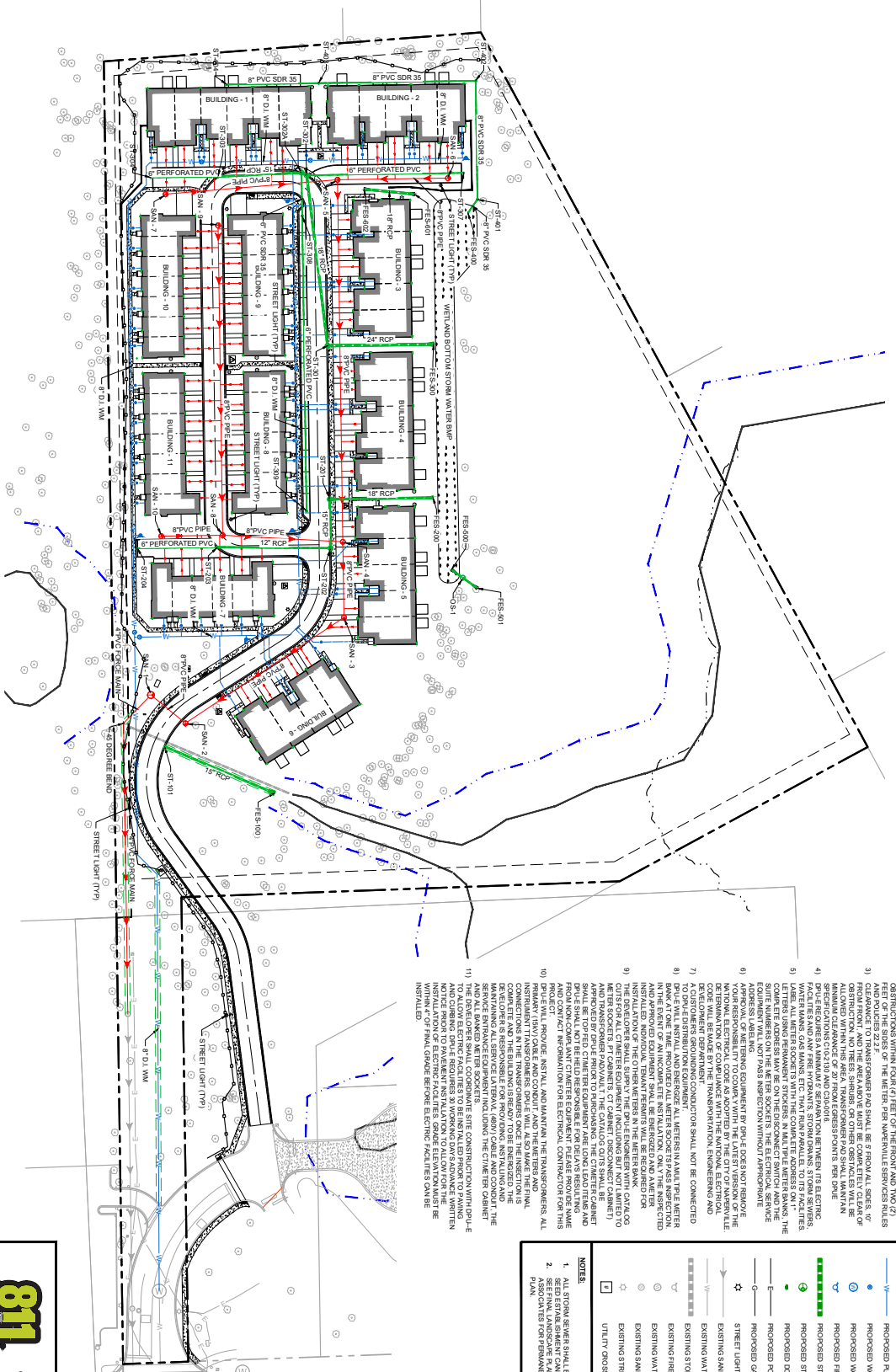
C4.1
 DATE: 07/27/2025
 DRAWN BY: JLB
 CHECKED BY: JLB
 PROJECT: NORTHWOODS OF NAPERVILLE

M/I HOMES OF CHICAGO, LLC
NORTHWOODS OF NAPERVILLE
 1151 WARRENVILLE ROAD
 NAPERVILLE, IL 60563

REVISIONS

2200 CABOT DRIVE
 SUITE 325
 LISLE, IL 60532
 P: 630.598.0007
 WWW.CAGECIVIL.COM

EXHIBIT C



DEPARTMENT OF PUBLIC UTILITIES - ELECTRIC GENERAL NOTES

- 1) ELECTRIC FACILITIES SHALL BE INSTALLED PURSUANT TO SECTION 8-04 OF THE CITY OF MARIETTA MUNICIPAL CODE, WHICH INCORPORATES THE NATIONAL ELECTRICAL CODE, WITH THE EXCEPTIONS LISTED HEREIN.
- 2) THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MAINTAINING A SUITABLE APPROACH TO THE METER LOCATION WITH NO OBSTRUCTIONS WITHIN FOUR FEET OF THE FRONT AND TWO FEET TO THE SIDE OF THE METER. THE METER SHALL BE OPENED PER THE RULES AND POLICES 22-27 OF THE CITY OF MARIETTA, ILLINOIS. FROM FRONT TO THE REAR, THERE MUST BE COMPLETELY CLEAR OF OBSTRUCTION, NO TREES, SHRUBS, OR OTHER OBSTACLES WILL BE MAINTAINED AT A MINIMUM CLEARANCE OF 20' FROM THE METER. THE METER SHALL BE OPENED PER THE RULES AND POLICES 22-27 AND SECTION 8-04 OF THE CITY OF MARIETTA MUNICIPAL CODE.
- 3) APPROVAL OF METERING EQUIPMENT BY DME DOES NOT REMOVE THE NATIONAL ELECTRICAL CODE AS ADOPTED BY THE CITY OF MARIETTA, ILLINOIS, FROM THE METERING EQUIPMENT. THE ELECTRICAL SERVICE EQUIPMENT SHALL NOT PASS INSPECTION WITHOUT APPROPRIATE APPROVAL OF METERING EQUIPMENT BY DME.
- 4) APPROVAL OF METERING EQUIPMENT BY DME DOES NOT REMOVE THE NATIONAL ELECTRICAL CODE AS ADOPTED BY THE CITY OF MARIETTA, ILLINOIS, FROM THE METERING EQUIPMENT. THE ELECTRICAL SERVICE EQUIPMENT SHALL NOT PASS INSPECTION WITHOUT APPROPRIATE APPROVAL OF METERING EQUIPMENT BY DME.
- 5) APPROVAL OF METERING EQUIPMENT BY DME DOES NOT REMOVE THE NATIONAL ELECTRICAL CODE AS ADOPTED BY THE CITY OF MARIETTA, ILLINOIS, FROM THE METERING EQUIPMENT. THE ELECTRICAL SERVICE EQUIPMENT SHALL NOT PASS INSPECTION WITHOUT APPROPRIATE APPROVAL OF METERING EQUIPMENT BY DME.
- 6) APPROVAL OF METERING EQUIPMENT BY DME DOES NOT REMOVE THE NATIONAL ELECTRICAL CODE AS ADOPTED BY THE CITY OF MARIETTA, ILLINOIS, FROM THE METERING EQUIPMENT. THE ELECTRICAL SERVICE EQUIPMENT SHALL NOT PASS INSPECTION WITHOUT APPROPRIATE APPROVAL OF METERING EQUIPMENT BY DME.
- 7) APPROVAL OF METERING EQUIPMENT BY DME DOES NOT REMOVE THE NATIONAL ELECTRICAL CODE AS ADOPTED BY THE CITY OF MARIETTA, ILLINOIS, FROM THE METERING EQUIPMENT. THE ELECTRICAL SERVICE EQUIPMENT SHALL NOT PASS INSPECTION WITHOUT APPROPRIATE APPROVAL OF METERING EQUIPMENT BY DME.
- 8) APPROVAL OF METERING EQUIPMENT BY DME DOES NOT REMOVE THE NATIONAL ELECTRICAL CODE AS ADOPTED BY THE CITY OF MARIETTA, ILLINOIS, FROM THE METERING EQUIPMENT. THE ELECTRICAL SERVICE EQUIPMENT SHALL NOT PASS INSPECTION WITHOUT APPROPRIATE APPROVAL OF METERING EQUIPMENT BY DME.
- 9) APPROVAL OF METERING EQUIPMENT BY DME DOES NOT REMOVE THE NATIONAL ELECTRICAL CODE AS ADOPTED BY THE CITY OF MARIETTA, ILLINOIS, FROM THE METERING EQUIPMENT. THE ELECTRICAL SERVICE EQUIPMENT SHALL NOT PASS INSPECTION WITHOUT APPROPRIATE APPROVAL OF METERING EQUIPMENT BY DME.
- 10) APPROVAL OF METERING EQUIPMENT BY DME DOES NOT REMOVE THE NATIONAL ELECTRICAL CODE AS ADOPTED BY THE CITY OF MARIETTA, ILLINOIS, FROM THE METERING EQUIPMENT. THE ELECTRICAL SERVICE EQUIPMENT SHALL NOT PASS INSPECTION WITHOUT APPROPRIATE APPROVAL OF METERING EQUIPMENT BY DME.
- 11) APPROVAL OF METERING EQUIPMENT BY DME DOES NOT REMOVE THE NATIONAL ELECTRICAL CODE AS ADOPTED BY THE CITY OF MARIETTA, ILLINOIS, FROM THE METERING EQUIPMENT. THE ELECTRICAL SERVICE EQUIPMENT SHALL NOT PASS INSPECTION WITHOUT APPROPRIATE APPROVAL OF METERING EQUIPMENT BY DME.

UTILITY LEGEND



- NOTES:
1. ALL STORM SEWER SHALL BE PLUGGED UNTIL SEWER STABILIZATION CAN BE COMPLETED.
 2. SEWER STABILIZATION CAN BE COMPLETED BY ASSOCIATES FOR PERMANENT STABILIZATION PLAN.

M/I HOMES OF CHICAGO, LLC
NORTHWOODS OF NAPERVILLE
 1151 WARRENVILLE ROAD
 NAPERVILLE, IL 60563

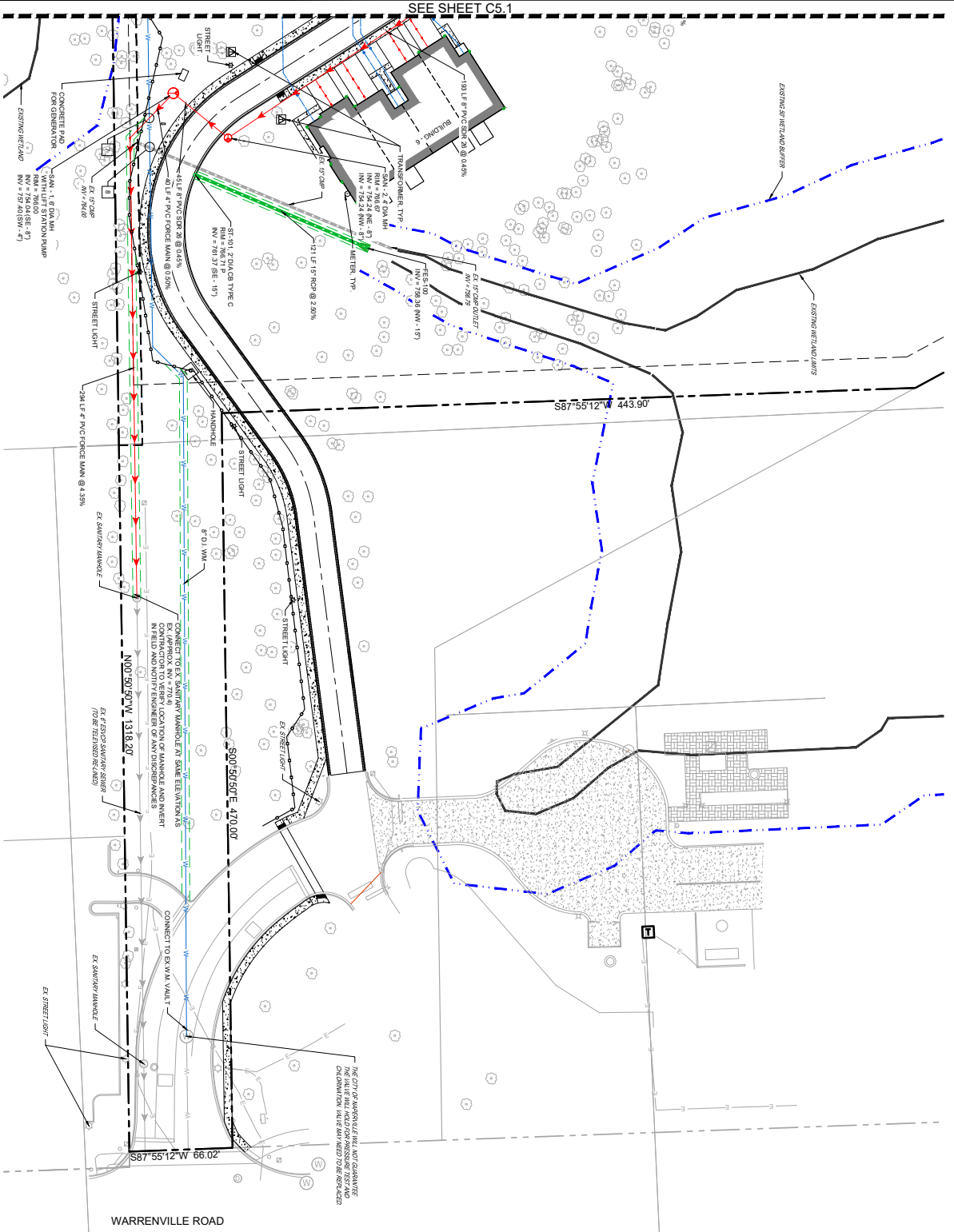
DATE: 07/27/2025
 SHEET TITLE:
C5.0
 13 OF 29

REVISIONS

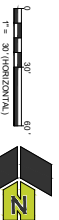
NO.	DESCRIPTION

EXHIBIT C

SEE SHEET C5.1



WARRENVILLE ROAD



811
CALL BEFORE YOU DIG
NORTHWOODS OF WARRENVILLE
UTILITY PLAN

M/I HOMES OF CHICAGO, LLC
NORTHWOODS OF WARRENVILLE
1151 WARRENVILLE ROAD
NAPERVILLE, IL 60563

REVISIONS
DATE: 07/27/2025
DRAWN BY: [Signature]



NOTES:
1. ALL STORM SEWER SHALL BE FLUSHED UNTIL SEEDED STABILIZATION CAN BE ACHIEVED BY MEMBER & ASSOCIATES FOR PERMANENT STABILIZATION PLAN.

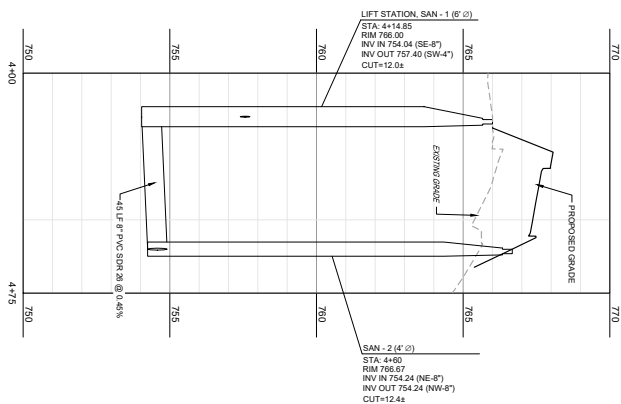
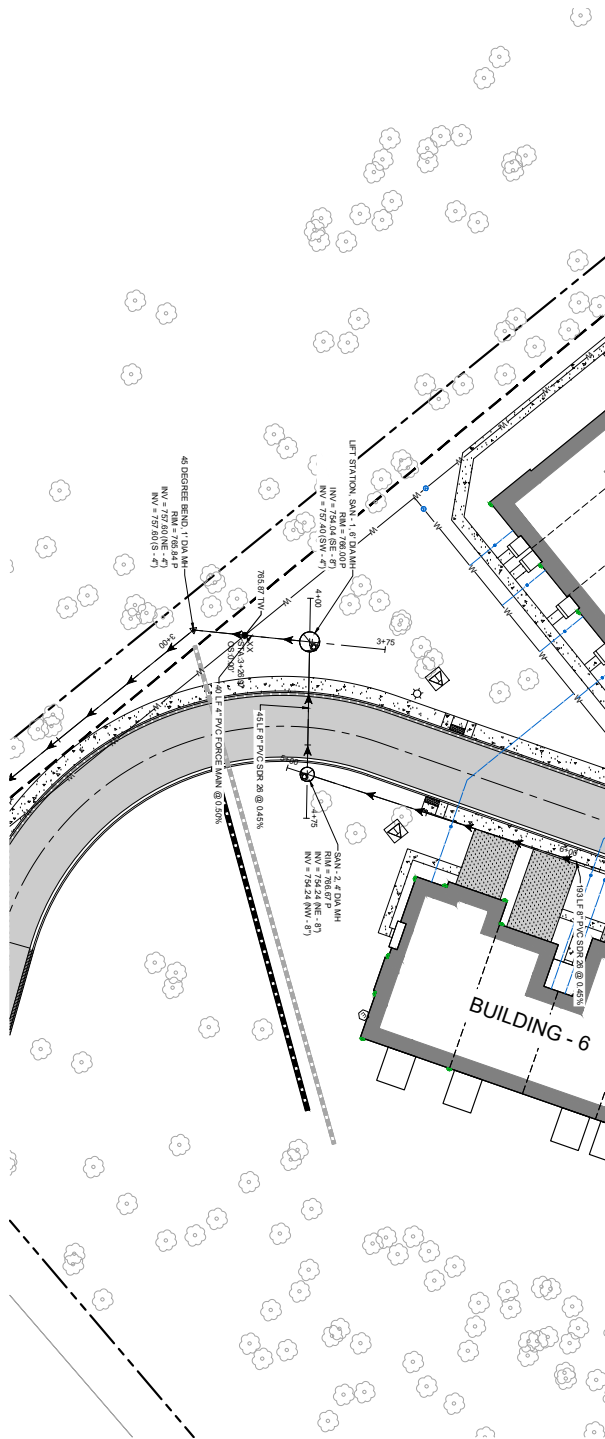
UTILITY LEGEND

	PROPOSED PRIVATE SANITARY SEWER
	PROPOSED SANITARY MANHOLE
	PROPOSED SANITARY CLEANOUT
	PROPOSED FIRE C WATER LINE
	PROPOSED WATER VALVE BOX
	PROPOSED WATER VALVE VAULT
	PROPOSED FIRE HYDRANT
	PROPOSED STORM PIPE
	PROPOSED STORM STRUCTURE
	PROPOSED DOWNPOUT
	PROPOSED POWER LINE
	PROPOSED GAS LINE
	PROPOSED SANITARY SEWER LINE
	EXISTING WATER LINE
	EXISTING STORM PIPE
	EXISTING FIRE HYDRANT
	EXISTING WATER VALVE
	EXISTING SANITARY MANHOLE
	EXISTING STREET LIGHT
	UTILITY CROSSING

CAGE CIVIL ENGINEERING
2200 CABOT DRIVE
SUITE 325
LISLE, IL 60532
P. 630.596.0007
WWW.CAGECIVIL.COM

C5.2
DATE: 07/27/25
SCALE: 1/8" = 1'-0"

EXHIBIT C



SANITARY
 PLAN &
 PROFILE

DATE: 07/07/2025
 SHEET TITLE:

M/I HOMES OF CHICAGO, LLC
**NORTHWOODS OF
 NAPERVILLE**
 1151 WARRENVILLE ROAD
 NAPERVILLE, IL 60563

APPROVED FOR CONSTRUCTION
 DATE: 07/07/2025
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

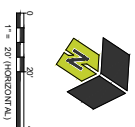
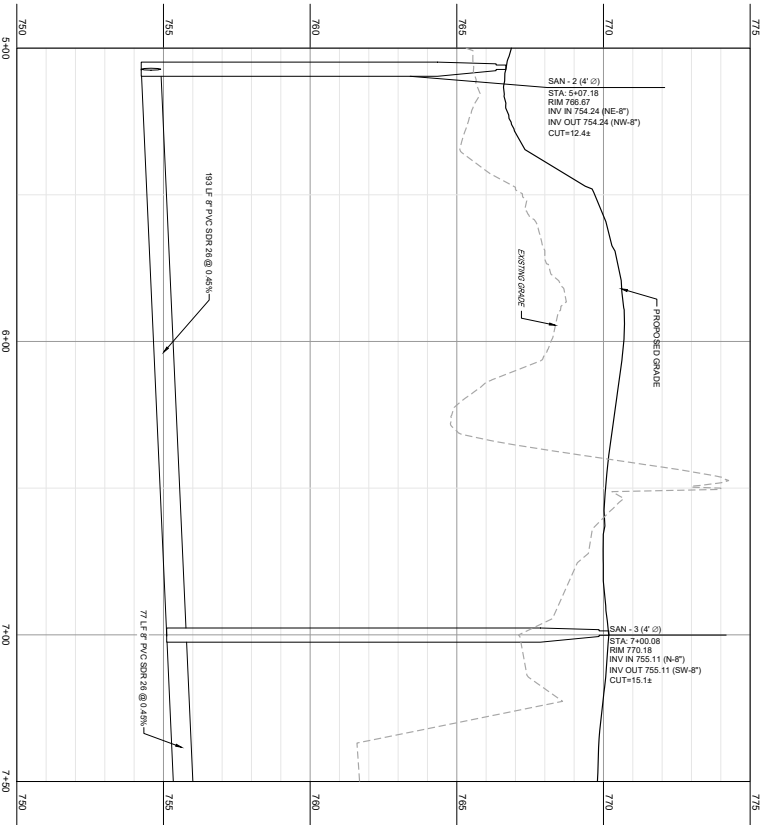
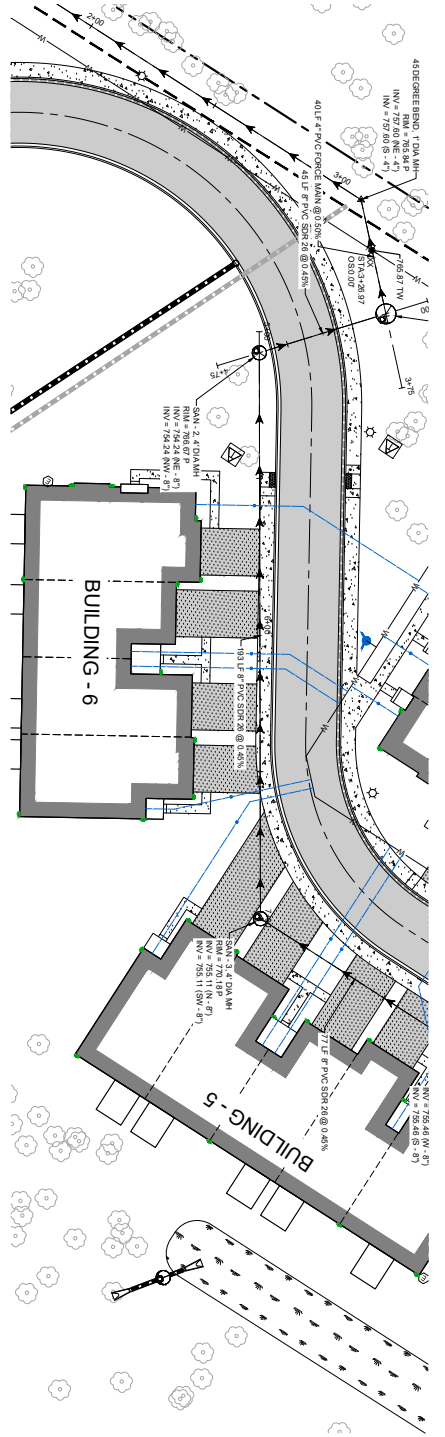
REVISIONS



2200 CABOT DRIVE
 SUITE 325
 Lisle, IL 60532
 P: 630.598.0007
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EXHIBIT C




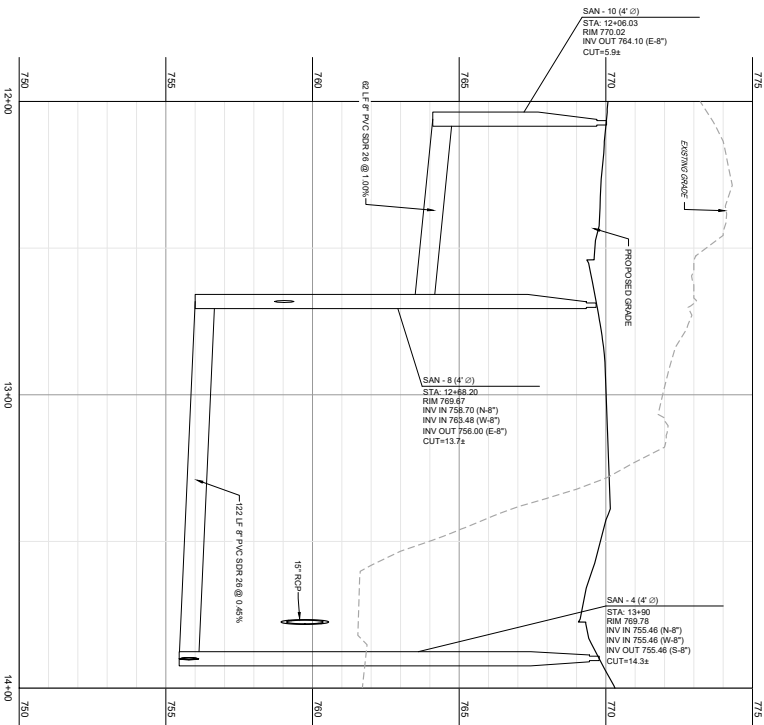
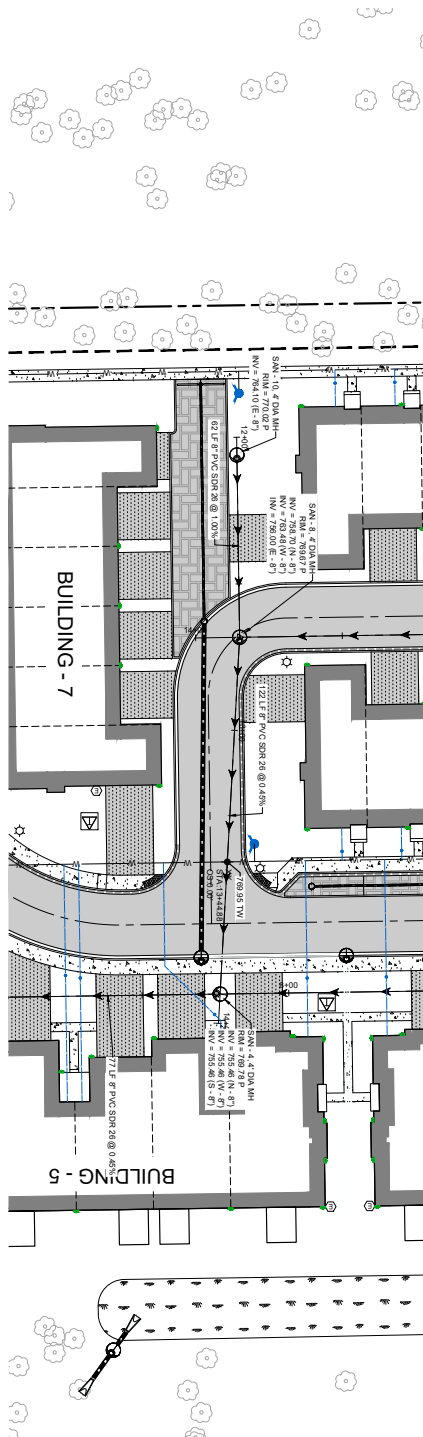
	M/I HOMES OF CHICAGO, LLC NORTHWOODS OF NAPERVILLE 1151 WARRENVILLE ROAD NAPERVILLE, IL 60563			2200 CABOT DRIVE SUITE 325 Lisle, IL 60532 P. 630.598.0007 WWW.CAGECIVIL.COM
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EXHIBIT C



SANITARY
PLAN &
PROFILE

DATE: 07/07/2025

SCALE: AS SHOWN

PROJECT: 24055

NO. 008

DATE: 07/07/2025

PROJECT: 24055

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DATE: 07/07/2025

PROJECT: 24055

NO. 008

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**NORTHWOODS OF
NAPERVILLE**
1151 WARRENVILLE ROAD
NAPERVILLE, IL 60563

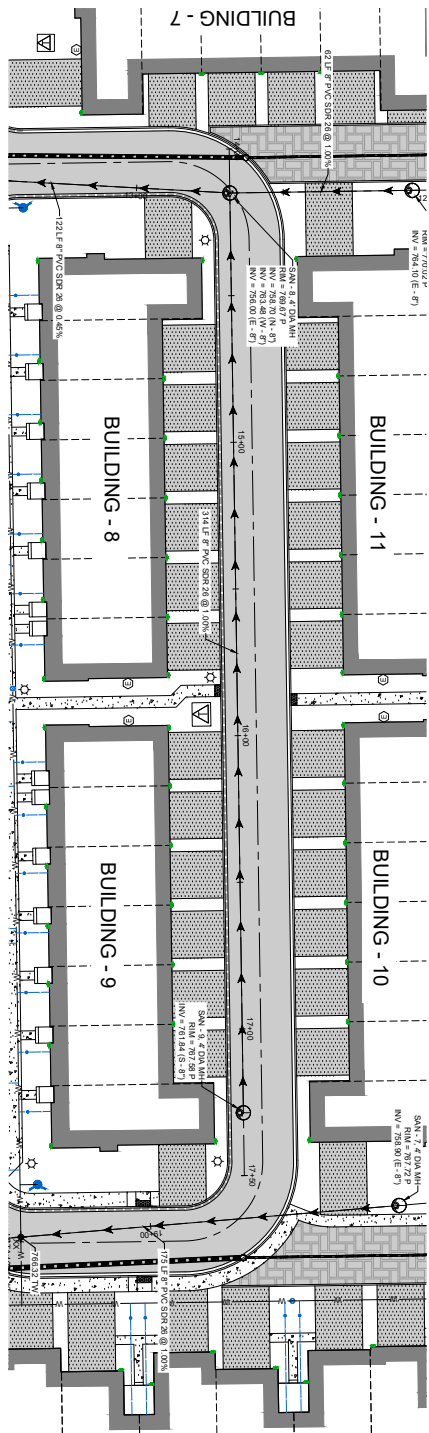
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1. 07/07/2025
2. 07/07/2025



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SANITARY
PLAN &
PROFILE

DATE: 07/07/2025
SHEET TITLE:

NO. 242955
SIN. D.B.

M/I HOMES OF CHICAGO, LLC

**NORTHWOODS OF
NAPERVILLE**
1151 WARRENVILLE ROAD
NAPERVILLE, IL 60563

REVISIONS

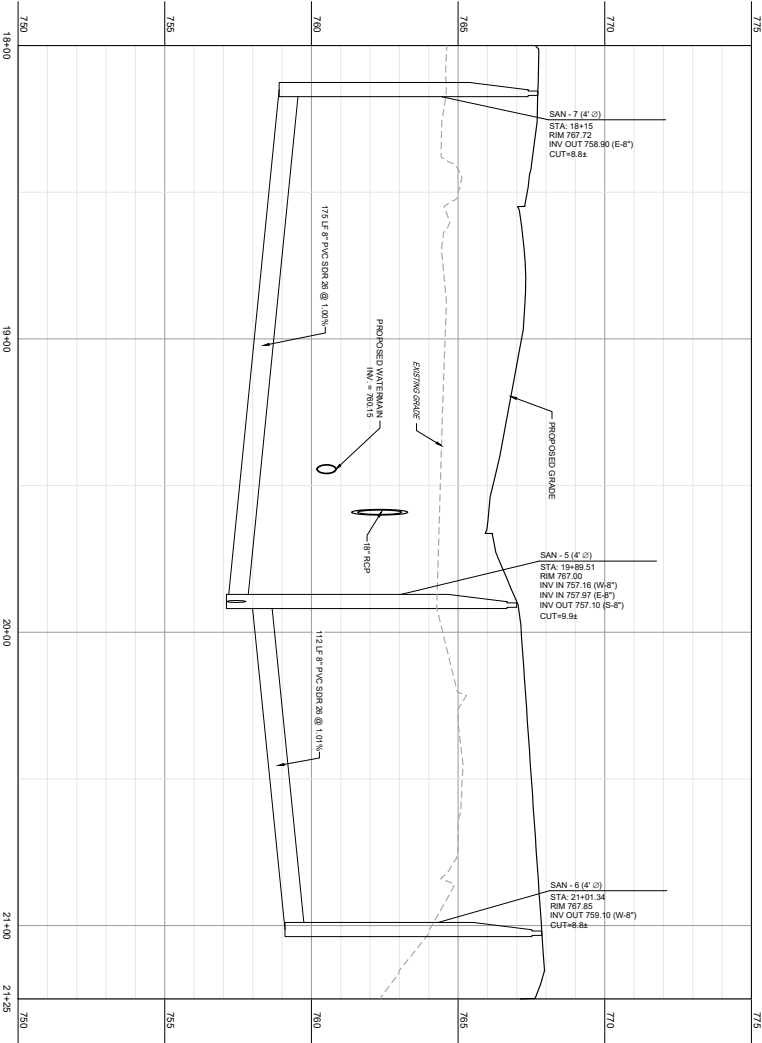
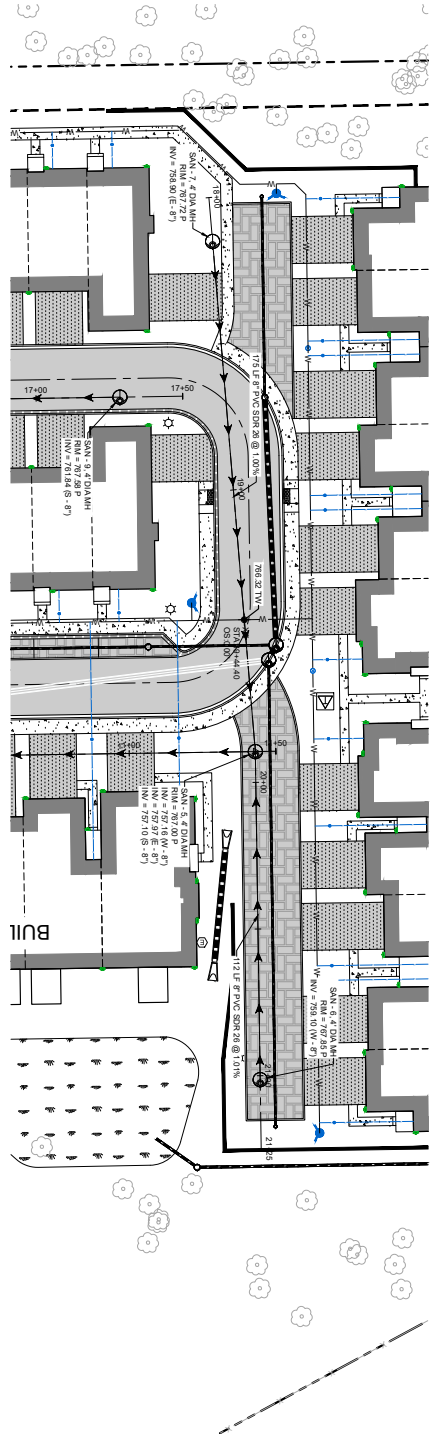
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BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]



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SUITE 325
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P: 630.598.0007
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C7.5
25' x 37'

EXHIBIT C



SANITARY
PLAN &
PROFILE

DATE: 07/07/2025

SCALE: 1/8"=1'-0"

PROJECT: 240255

DATE: 07/07/2025

SCALE: 1/8"=1'-0"

PROJECT: 240255

DATE: 07/07/2025

SCALE: 1/8"=1'-0"

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DATE: 07/07/2025

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PROJECT: 240255

1151 WARRENVILLE ROAD
NAPERVILLE, IL 60563

REVISIONS

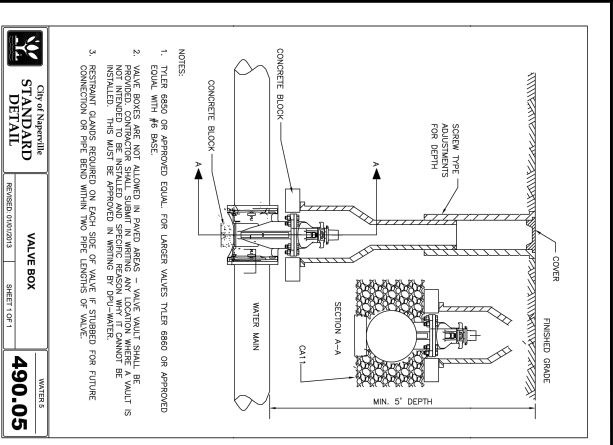
FREDERICK W. WATKINS
REGISTERED PROFESSIONAL ENGINEER
NO. 123456789
STATE OF ILLINOIS

CAGE
CIVIL ENGINEERING

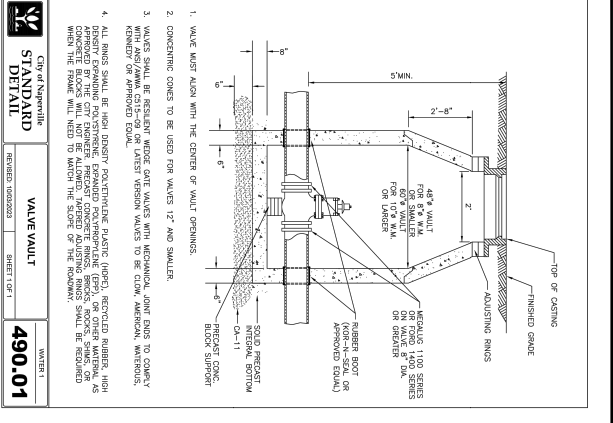
2200 CABOT DRIVE
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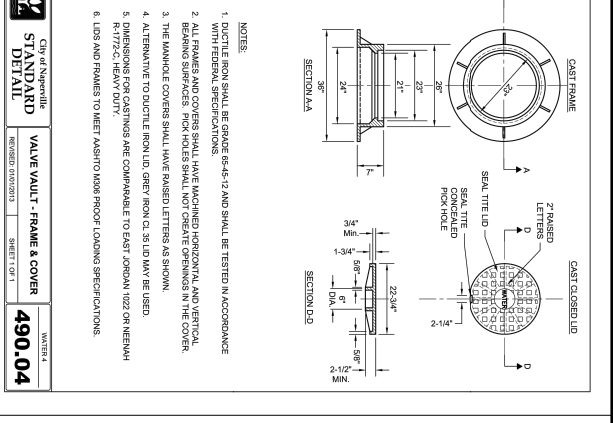
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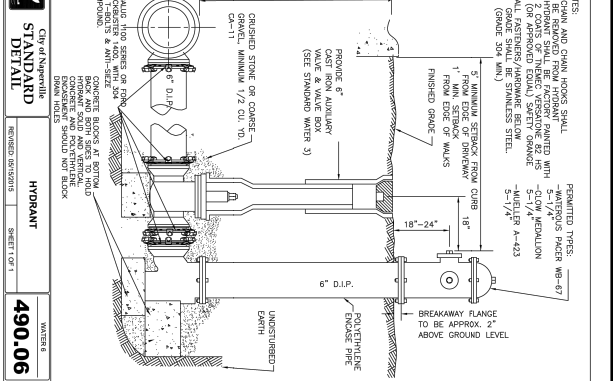
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490.05	SHEET 01 OF 1			



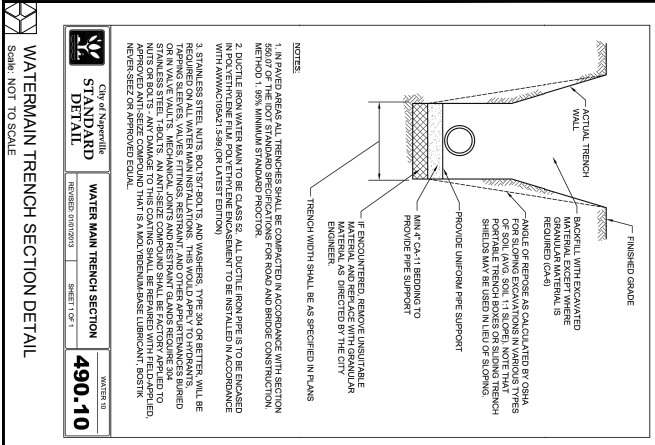
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490.01	SHEET 01 OF 1			



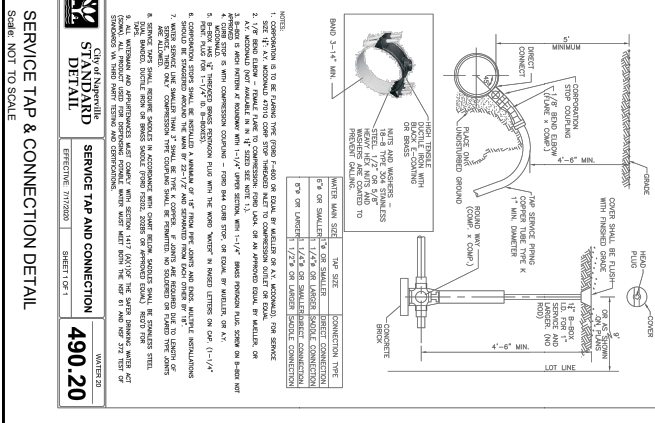
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490.04	SHEET 01 OF 1			



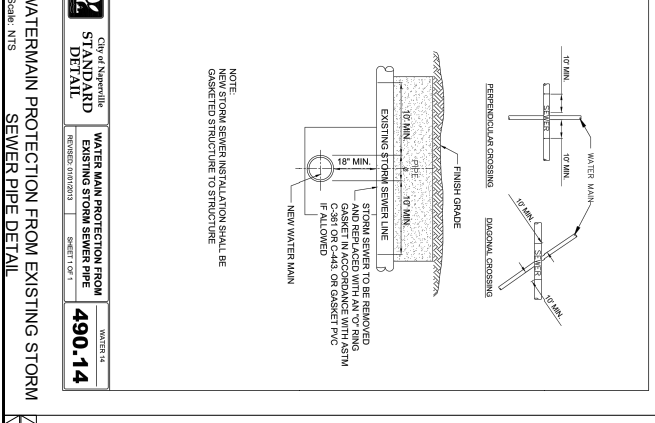
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490.06	SHEET 01 OF 1			



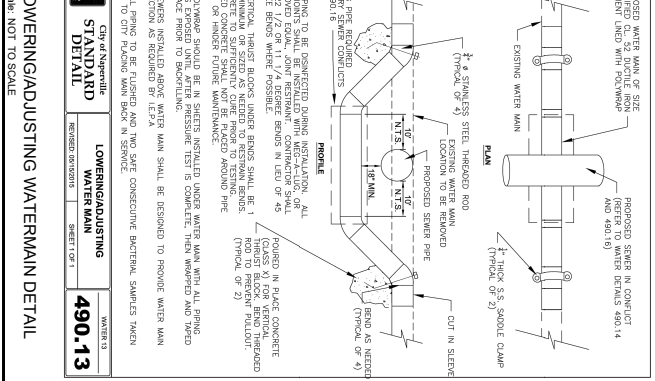
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490.10	SHEET 01 OF 1			



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490.20	SHEET 01 OF 1			



CITY OF NAPERVILLE	STANDARD DETAIL	REVISION 01/2011	WATERMAN PROTECTION FROM EXISTING STORM SEWER NITS	WATER 14
490.14	SHEET 01 OF 1			



CITY OF NAPERVILLE	STANDARD DETAIL	REVISION 02/2015	LOWERING/ADJUSTING WATERMAN	WATER 10
490.13	SHEET 01 OF 1			

M/I HOMES OF CHICAGO, LLC	NORTHWOODS OF NAPERVILLE			
1151 WARRENVILLE ROAD	NAPERVILLE, IL 60563			

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EXHIBIT C

	City of Naperville	STANDARD SECTION IN PAVED AREAS DETAIL	290.20
	REVISIONS	DATE	BY
	REVISIONS	DATE	BY

NOTES:

- TRENCH BACKFILL MATERIAL SHALL BE COMPACTED IN ACCORDANCE WITH BRIDGE CONSTRUCTION.
- THIS DETAIL SHALL BE USED WHEREVER THE TRENCH IS MADE IN THE PROPOSED ROADWAY SURFACE AND WHEREVER THE INNER EDGE OF THE CURB AND GUTTER AND SIDEWALK.

IF ENCOUNTERED, REMOVE UNDESIRABLE MATERIAL AND REPLACE WITH AGGREGATE MATERIAL, AS SPECIFIED BY THE CITY ENGINEER.

	City of Naperville	STANDARD SECTION IN NON-PAVED AREAS DETAIL	290.21
	REVISIONS	DATE	BY
	REVISIONS	DATE	BY

NOTE:

FOR PVC AND HDPE PIPE BACKFILL WITH AGGREGATE MATERIAL (CA-4) TO 6' ABOVE THE TOP OF PIPE.

IF ENCOUNTERED, REMOVE UNDESIRABLE MATERIAL AND REPLACE WITH AGGREGATE MATERIAL, AS SPECIFIED BY THE CITY ENGINEER.

	City of Naperville	GRATING FOR CONCRETE FLARED END SECTION DETAIL	290.22
	REVISIONS	DATE	BY
	REVISIONS	DATE	BY

NOTES:

- STRUCTURAL STEEL SHAKES AND PLATES SHALL BE IN ACCORDANCE WITH ARTICLE 710.03 (B) OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- GALVANIZED STEEL PIPE SHALL BE IN ACCORDANCE WITH ARTICLE 710.03 (B) OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- 3/8" X 3/8" NUTS AND WASHERS SHALL BE IN ACCORDANCE WITH ARTICLE 710.03 (B) OF THE STANDARD SPECIFICATIONS.
- ALL FABRICATION SHALL BE COMPLETED AND ASSEMBLED BEFORE GALVANIZING.
- THE CORNER HALES IN THE PRECAST CONCRETE SHALL BE TO THE DIAMETERS NOTED. IF CONCREUTION TO THE OTHER END OF THE HOLE OCCURS, THE CORRECT DIAMETER OF THE HOLE.
- ALL FLARED END SECTIONS FOR PIPE GREATER THAN 12" IN DIAMETER SHALL BE PROVIDED WITH A CONCRETE CURB AND GUTTER SEPARATION BETWEEN BARS.
- GRATES SHALL BE CONSTRUCTED TO SEPARATION BETWEEN BARS.

TRENCH SECTION IN PAVED AREA DETAIL
Scale: NOT TO SCALE

TRENCH SECTION IN NON-PAVED AREA DETAIL
Scale: NOT TO SCALE

FLARED END SECTION DETAIL
Scale: NOT TO SCALE

	City of Naperville	STANDARD SECTION IN PAVED AREAS DETAIL	290.20
	REVISIONS	DATE	BY
	REVISIONS	DATE	BY

NOTES:

- CATCH BASINS MUST CONFORM TO ASTM C478.
- CONCRETE SHALL BE IN ACCORDANCE WITH ARTICLE 710.03 (B) OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- NON-SHRINKING OUT OR CEMENT TO BE USED ON ALL PENETRATIONS INSIDE AND OUTSIDE OF STRUCTURE.
- ALL PIPE PENETRATIONS TO BE CURED, RUBBER ROOTED AND INTERIOR GROUTED (NON-SHANK) OR CEMENTED, ASTM C533 CONNECTIONS IN COMBINED SEWER BASINS.

	City of Naperville	STANDARD SECTION IN NON-PAVED AREAS DETAIL	290.21
	REVISIONS	DATE	BY
	REVISIONS	DATE	BY

NOTE:

FOR PVC AND HDPE PIPE BACKFILL WITH AGGREGATE MATERIAL (CA-4) TO 6' ABOVE THE TOP OF PIPE.

IF ENCOUNTERED, REMOVE UNDESIRABLE MATERIAL AND REPLACE WITH AGGREGATE MATERIAL, AS SPECIFIED BY THE CITY ENGINEER.

	City of Naperville	GRATING FOR CONCRETE FLARED END SECTION DETAIL	290.22
	REVISIONS	DATE	BY
	REVISIONS	DATE	BY

NOTES:

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- GRATES SHALL BE CONSTRUCTED TO SEPARATION BETWEEN BARS.

OUTLET STRUCTURE DETAIL
Scale: NOT TO SCALE

OUTLET STRUCTURE DETAIL
Scale: NOT TO SCALE

FLARED END SECTION DETAIL
Scale: NOT TO SCALE

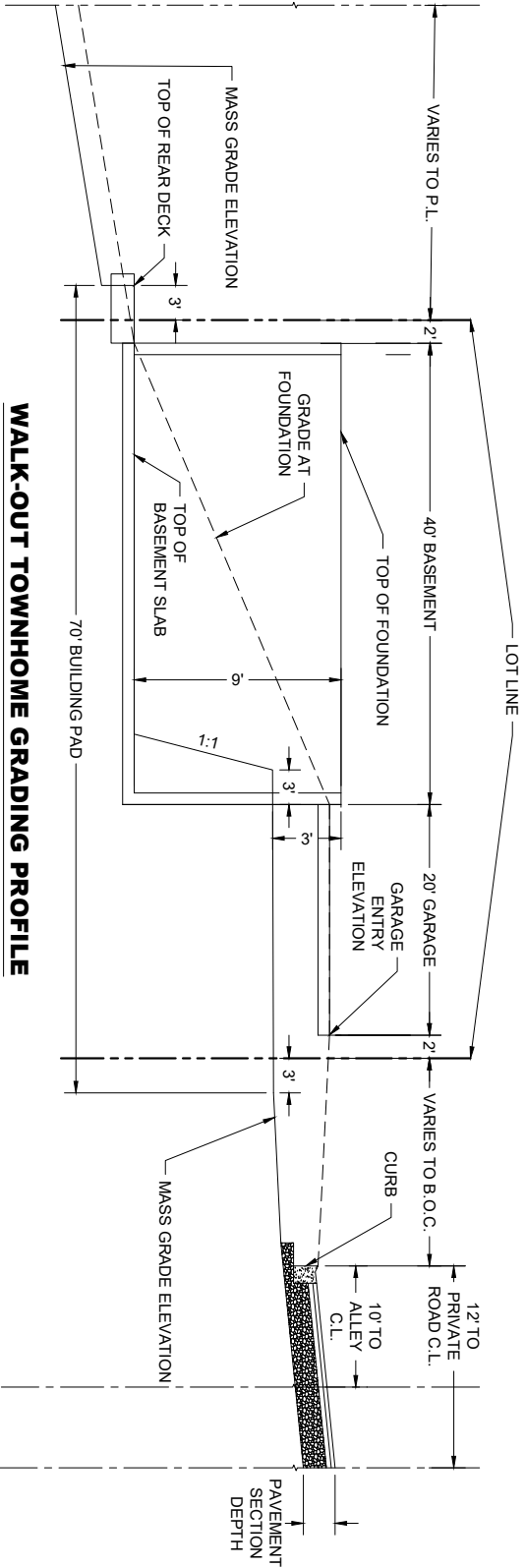
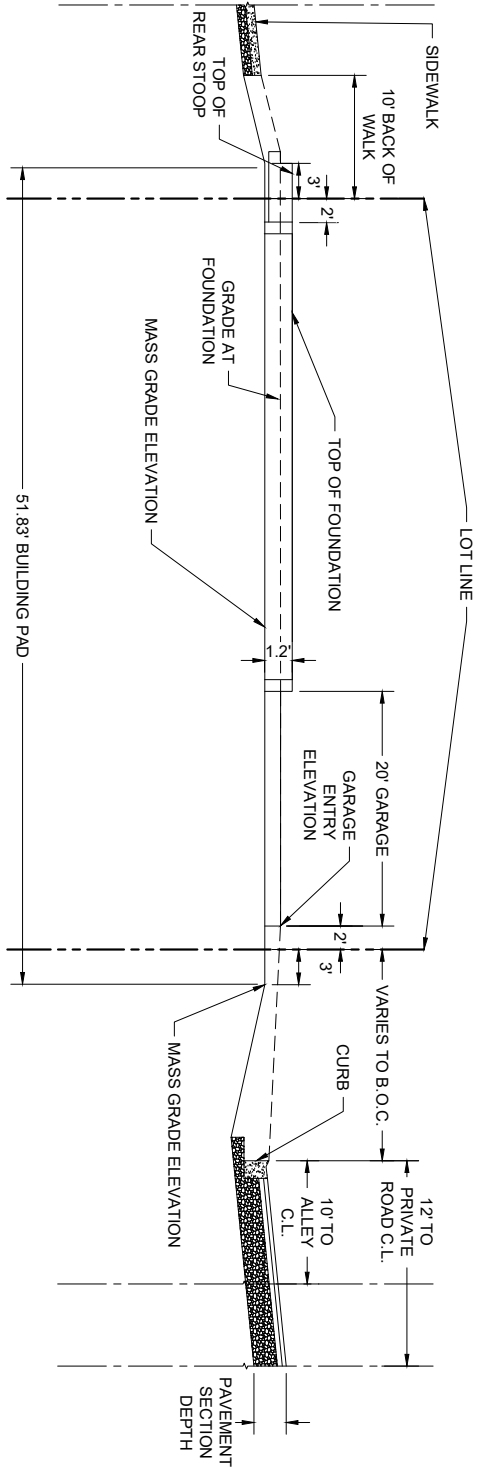


EXHIBIT C

Exhibit D PUBLIC IMPROVEMENTS

1. Primary electrical feeds running through the Subject Property;
2. Water main running through the Subject Property;
3. Water services from mainline connection to curb stop and b-box (including curb stop and b-box) on the Subject Property; and
4. Transformers installed per approved design by the City of Naperville Department of Public Utility-Electric.

EXHIBIT C

Exhibit E PRIVATE IMPROVEMENTS

1. All roads, driveways, parking areas, including associated curb and gutter, streetlighting, sidewalks/carriage walks, and trees adjacent to Private Roadway on the Subject Property;
2. Lift Station with associated force main, sanitary gravity mains and service lines upstream of the lift station on the Subject Property;
3. Water services from curb stop into each building on the Subject Property;
4. Electric service lines (secondary service lines to the meters) on the Subject Property;
5. Storm sewer line and structures on the Subject Property; and
6. Storm Water Management Facilities on the Subject Property as described in Section 12 (including the existing storm water management basin and the Wetland Bottom BMP).



**NORTHWOODS OF
NAPERVILLE
1151 WARRENVILLE ROAD
NAPERVILLE, ILLINOIS**

STORMWATER MANAGEMENT REPORT

APRIL 4, 2025

REV. MAY 22, 2025

REV. JUNE 25, 2025

REV. JULY 7, 2025



EXHIBIT C

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SITE LOCATION MAP

TABBED SUBMITTAL FLOWCHARTS

DUPAGE COUNTY STORMWATER MANAGEMENT CERTIFICATION

TAB 1 - PROJECT OVERVIEW (NARRATIVE)

TAB 2 - SITE RUNOFF (NOT APPLICABLE)

TAB 3 - FLOOD PLAIN (NOT APPLICABLE)

TAB 4 - WETLAND AND WETLAND BUFFER

TAB 5 - RIPARIAN BUFFER (NOT APPLICABLE)

TAB 6 - POST CONSTRUCTION BEST MANAGEMENT PRACTICES (PCBMPs)

TAB 7 - SOIL EROSION AND SEDIMENT CONTROL

TAB 8 - MAPS

TAB 9 - MAINTENANCE & MONITORING

TAB 10 - SECURITY

TAB 11 - VARIANCE (NOT APPLICABLE)

APPENDIX

**TAB 9 – MAINTENANCE AND
MONITORING**



TAB 9 – MAINTENANCE AND MONITORING

Upon completion of construction activities, the Owner of the development will be responsible for the ongoing maintenance of monitoring of the implemented stormwater management infrastructure to ensure functionality. Ongoing maintenance shall be completed in accordance with the following activity schedule:

1. General

Regular inspections and routine maintenance of general areas shall be performed on a monthly or as-needed basis. Specific items of concern include:

- Litter and debris shall be controlled.
- Landscape areas shall be maintained with regular mowing and restored with appropriate seeding/vegetation as necessary if damaged by grazing, motorbikes, or other vehicles, or otherwise not establishing properly.
- Landscape areas shall be checked for invasive vegetation; if found, such species shall be removed.
- Accumulated sediment shall be disposed of properly, along with any waste generated during maintenance operations.
- Vehicular use areas shall be swept, vacuumed, and/or washed on a regular basis.
- Surface of permeable pavement shall be cleaned with low-pressure power washer.

2. Wetland Bottom PCBMP Facilities

All components of the stormwater management facilities shall be checked monthly between March and November and maintained as necessary to ensure proper performance. It is critical that all inflows to and outflows from the Wetland Bottom PCBMP facility are clean and performing as designed. In addition, the design volume of the facility shall also be maintained. Inspections for the following specific items should be conducted monthly between March and November:

- Inspect restrictor and remove debris if clogged or discharge is being reduced.
- Remove accumulated sediment at outlet.
- Inspect for any ice damage to outlet control structure pipes and repair if necessary.
- Remove obstructions blocking emergency overflow spillway.
- Inspect the facility to ensure that the constructed volume is maintained. No sediment, topsoil, or other dumping into the facility shall be allowed. Specific locations in the stormwater system, designed to accumulate sediment, shall be dredged as necessary to prevent sediment from reaching the invert of any gravity outlet pipe.

3. Stormwater Collection System

The Owner shall perform monthly inspections of all components of the stormwater collection system. The monthly inspection shall occur between March and November, and include the following specific areas of concern:

- Remove accumulated leaves and other debris from storm inlets/manhole grates.
- Re-set covers/lids on an as-needed basis.
- Remove accumulated sediment from catch basin bottoms when 50% of sump is filled.
- Visually inspect pipes by removing manhole lids and make repairs as necessary.
- Storm sewers shall be checked for siltation deposits at inlets, outlets, and within the conduit. If such deposits are found, sewers shall be cleaned out as necessary to remove.



EXHIBIT C

NATIVE LANDSCAPED AREAS:

Monitoring:

The Owner shall notify the City of Naperville upon completion of plantings. The Owner's Environmental Specialist shall inspect the plantings and provide the City of Naperville with a copy of the planting locations, species, and quantities for verification by the City of Naperville.

The Owner's Environmental Specialist shall inspect the plantings at least twice per year during the three-year term of the Establishment and Maintenance Cash Bond or Letter of Credit, to determine compliance with the minimum annual performance criteria (See 1.5C Guarantees). A monitoring report will be provided to the City of Naperville by January 31st following each inspection.

Maintenance:

First Season

With the exception of the emergent area, native seeding areas should be mowed to a height of 6" to control annual nonnative and invasive species early in the growing season. Mowing, including weed whipping, should be conducted during prior to weed seed production. Mowing height and timing may need to be adjusted per target species. Small quantities of undesirable plant species, shall be controlled by hand pulling prior to the development and maturity of the plant. Hand removal shall include the removal of all above-ground and below-ground stems, roots and flower masses prior to development of seeds. Herbicide should be applied as necessary by a trained and licensed operator that is competent in the identification of native and nonnative herbaceous plants. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary. Temporary Vegetative Cover/Permanent Soil Stabilization must meet NPDES standards with minimum 10% native vegetation cover.

Second Season

Control of undesirable plant species during the second growing season shall consist primarily of precise herbicide application. Mowing and weed whipping shall be conducted as needed during the early growing season and as needed to a height of 6 to 8 inches to prevent annual weeds from producing seed. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary. There shall be no unvegetated areas greater than 1m². A minimum native vegetation cover of 25% shall be established with none of the three most dominant species being non-native or invasive.

Third Year:

Seasonal mowing and herbicide will continue as above but should be reduced over time. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary. At the completion of the third growing season (dependent on fuel availability; dominance of graminoid species; and favorable weather conditions), fire may be introduced to the planted areas as a management tool. There shall be no unvegetated areas greater than 1m². A minimum native vegetation



EXHIBIT C

cover of 75% shall be established with none of the three most dominant species being non-native or invasive.

State and local permits shall be required prior to controlled burning. Burning shall be conducted by trained professionals experienced in managing smoke in urban environments. Prior to a controlled burn, surrounding property owners as well as local fire and police departments shall be notified. A burn plan detailing preferred wind direction and speed, location of fire breaks, and necessary personnel and equipment shall be prepared and utilized in planning and burn implementation.

The initial burn shall be dependent on fuel availability which is directly related to the quantity and quality of grasses contained within the plant matrix. Timing of the burn shall be determined based on results of the annual monitoring indicating species composition of the management area and other analysis of management goals. Generally, burns shall be scheduled from spring to fall on a rotational basis. Burn frequency shall also be dependent on the species composition within the management area. Generally, a new prairie restoration area shall be burned annually for two years after the second or third growing season after planting and then every 2-3 years thereafter, burning 50-75% of the area.

Long Term Wetland and Prairie Management/Maintenance

A final compliance report and Long-Term Operation and Maintenance Plan shall be submitted by the Developer/Owner's Environmental Specialist no less than 60 days prior to the expiration of any landscape Cash Bond or Letter of Credit posted for the native areas. Final acceptance and release shall be determined by the City of Naperville upon inspection of the site to verify compliance.

The Long -Term Operation and Maintenance Plan shall be written to include guidelines and schedules for burning, mowing, application of herbicide, debris/litter removal and inspection schedule for storm structures and sediment removal.

Note: Please see Final Landscape Plans for additional details regarding maintenance and monitoring.

Final Landscape Plan

NORTHWOODS OF NAPERVILLE

Naperville, Illinois

July 07, 2025

CONSULTANTS:



LANDSCAPE ARCHITECT:
GARY R. WEBER ASSOCIATES, INC.
402 W. LIBERTY DRIVE
WHEATON, ILLINOIS 60187

CIVIL ENGINEER:



CAGE
2200 CABOT DR., SUITE 325
LISE, IL 60532



LOCATION MAP
SCALE: 1"=600'

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
0	COVER SHEET
1	OVERALL LANDSCAPE PLAN
2	LANDSCAPE PLAN
3	LANDSCAPE PLAN
4	LANDSCAPE PLAN
5	TYPICAL FOUNDATION LANDSCAPE PLAN
6	TYPICAL FOUNDATION LANDSCAPE PLAN
7	TYPICAL FOUNDATION LANDSCAPE PLAN
8	OVERALL TREE PRESERVATION PLAN
9	TREE PRESERVATION PLAN
10	TREE PRESERVATION PLAN
11	TREE INVENTORY
12	TREE INVENTORY
13	TREE INVENTORY
14	LANDSCAPE SPECIFICATIONS

EXHIBIT C



M/I HOMES

PLANT LIST

Key	Qty	Botanical/Common Name	Size	Remarks
AF	4	SHADE TREES		
AF1	4	Ayer's Fernox	2 1/2" Cal.	PARKWAY
AF2	5	Ayer's Fernox	4" Cal.	
AF3	5	Ayer's Fernox	4" Cal.	
AF4	5	Ayer's Fernox	4" Cal.	
AF5	5	Ayer's Fernox	4" Cal.	
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AF20	5	Ayer's Fernox	4" Cal.	
AF21	5	Ayer's Fernox	4" Cal.	
AF22	5	Ayer's Fernox	4" Cal.	
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AF24	5	Ayer's Fernox	4" Cal.	
AF25	5	Ayer's Fernox	4" Cal.	
AF26	5	Ayer's Fernox	4" Cal.	
AF27	5	Ayer's Fernox	4" Cal.	
AF28	5	Ayer's Fernox	4" Cal.	
AF29	5	Ayer's Fernox	4" Cal.	
AF30	5	Ayer's Fernox	4" Cal.	
AF31	5	Ayer's Fernox	4" Cal.	
AF32	5	Ayer's Fernox	4" Cal.	
AF33	5	Ayer's Fernox	4" Cal.	
AF34	5	Ayer's Fernox	4" Cal.	
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AF67	5	Ayer's Fernox	4" Cal.	
AF68	5	Ayer's Fernox	4" Cal.	
AF69	5	Ayer's Fernox	4" Cal.	
AF70	5	Ayer's Fernox	4" Cal.	
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AF87	5	Ayer's Fernox	4" Cal.	
AF88	5	Ayer's Fernox	4" Cal.	
AF89	5	Ayer's Fernox	4" Cal.	
AF90	5	Ayer's Fernox	4" Cal.	
AF91	5	Ayer's Fernox	4" Cal.	
AF92	5	Ayer's Fernox	4" Cal.	
AF93	5	Ayer's Fernox	4" Cal.	
AF94	5	Ayer's Fernox	4" Cal.	
AF95	5	Ayer's Fernox	4" Cal.	
AF96	5	Ayer's Fernox	4" Cal.	
AF97	5	Ayer's Fernox	4" Cal.	
AF98	5	Ayer's Fernox	4" Cal.	
AF99	5	Ayer's Fernox	4" Cal.	
AF100	5	Ayer's Fernox	4" Cal.	

GENERAL LANDSCAPE NOTES

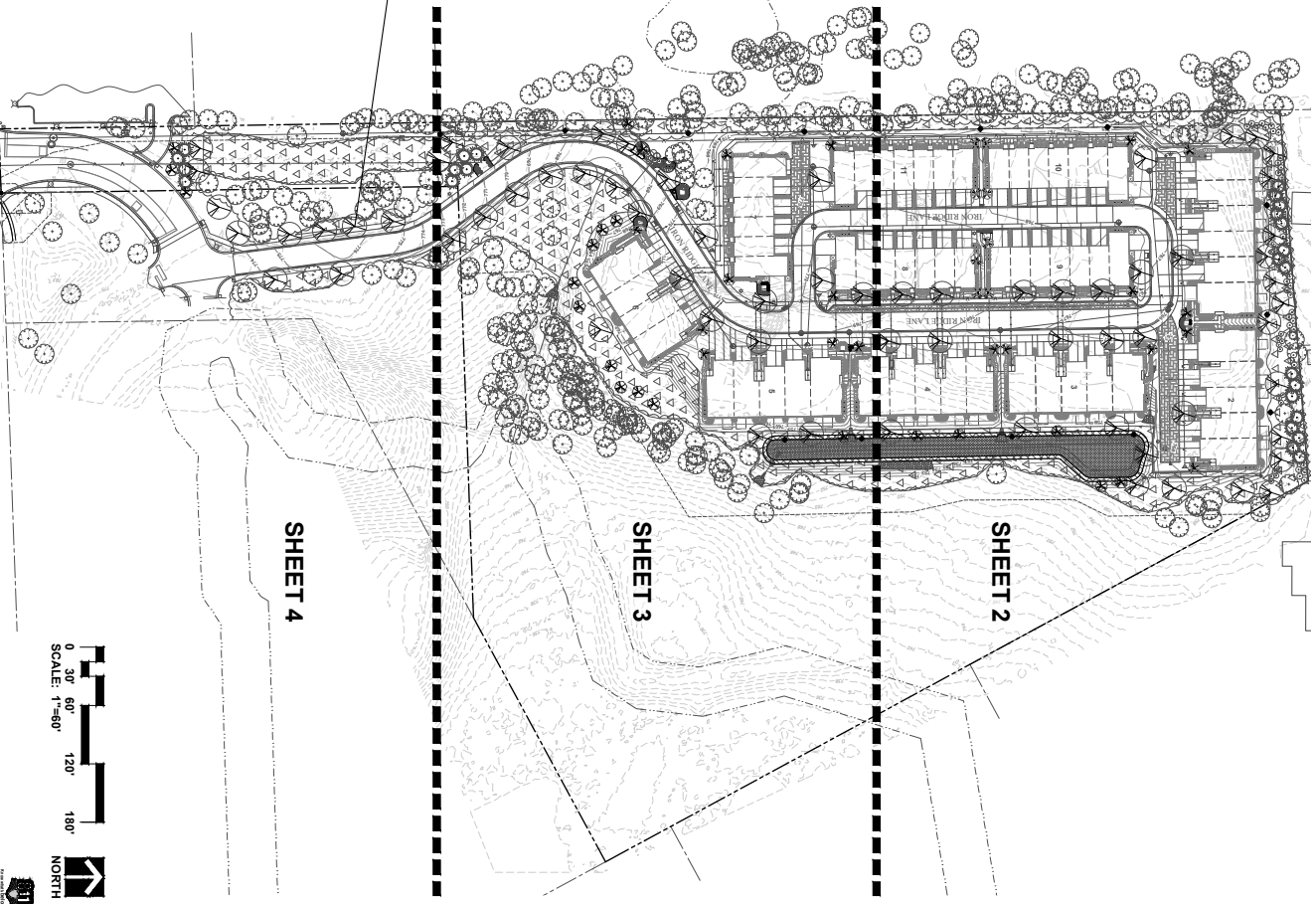
- Contractor shall verify underground utility lines and is responsible for any damage.
- Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variances.
- Material quantities shown are for contractor's convenience only. The contractor shall verify material and supply sufficient materials to complete the job per plan.
- The landscape architect reserves the right to inspect trees and shrubs either at place of growth or at site before planting for compliance with requirements of variety, size and quality.
- Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and local municipal requirements.
- Contractor shall secure and pay for all permits, fees, and inspections applicable to this work.
- Site General Conditions and Specifications for landscape work for additional requirements.

Key	Qty	Botanical/Common Name	Size	Remarks
PV	11	ORNAIENTAL GRASS		
27		Panicum Maximum		SP O.C.
27		Hydrangea		18' O.C.
30		Redy Return's Danville		18' O.C.
30		Redy Return's Danville		18' O.C.
44		MHC MATERIALS		C.Y.
500		SHREDED HARDWOOD MULCH		5 Y.

NATIVE LEGEND

- | | | |
|--|----------|--------------------------|
| | 0.21 AC. | MET HEADROW SEED MIX |
| | 0.07 AC. | LOW PROFILE SEED MIX |
| | 1.70 AC. | NATIVE WOODLAND SEED MIX |
| | | NATIVE AREA SIGN |

PARKWAY TREES: 1,618 L.F.
LANDSCAPING REQUIRED:
 41 TREES
 48 L.F.
LANDSCAPING PROVIDED:
 37 PROPOSED TREES
 5 PRESERVED TREES
TOTAL = 42 TREES



NORTHWOODS OF NAPERVILLE
 NAPERVILLE, ILLINOIS
OVERALL LANDSCAPE PLAN

GARY R. WEHR ASSOCIATES, INC.
 1501 LAND PLANNING
 LANDSCAPE ARCHITECTURE
 437 W. LIBERTY DRIVE
 WHEATON, ILLINOIS 60187
 PHONE: 630.688.1971
 WWW.GRAYRWEHR.COM

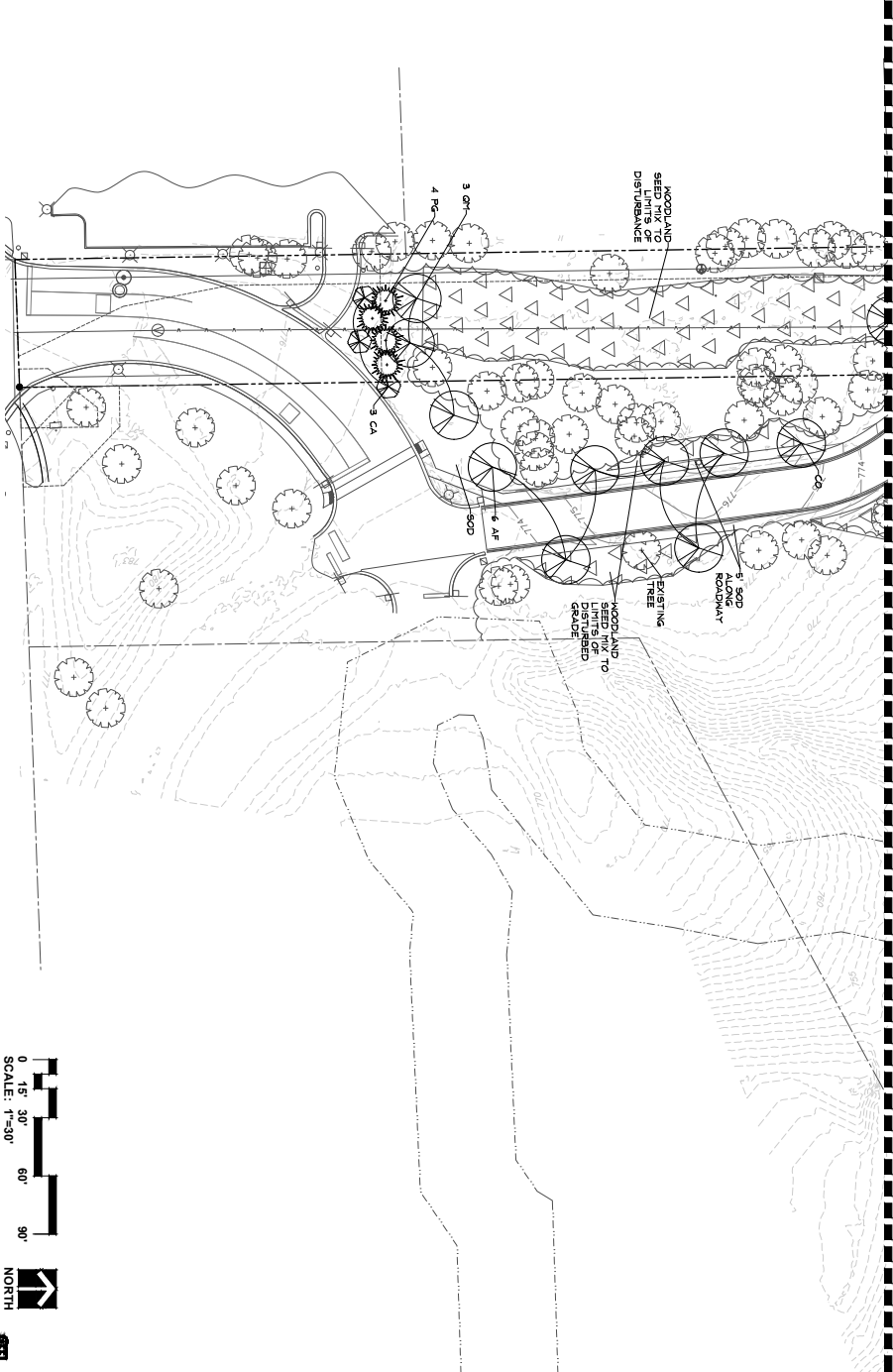
M/I HOMES
 218 OYSTER LANE, SUITE 202
 NAPERVILLE, ILLINOIS 60563
 PHONE: 630.670.9100
 WWW.MIHOMES.COM

DATE: 06.04.2025
PROJECT NO.: M0242
DRAWN BY: AJS/CE
CHECKED BY: DHS
SHEET NO.: 1 OF 14

REVISIONS:
 01 06.07.2025
 02 06.20.2025
 01 06.23.2025

NATIVE LEGEND

Key	Description
	HET PRAIRIE SEED MIX
	LOW PROFILE SEED MIX
	NATIVE WOODLAND SEED MIX
	NATIVE AREA SIGN



NORTHWOODS OF NAPERVILLE
 NAPERVILLE, ILLINOIS
LANDSCAPE PLAN

CLIENT
M/I HOMES
 2180 GARDEN DRIVE, SUITE 200
 NAPERVILLE, ILLINOIS 60563
 CONTRACT NO. 2020-001
 DATE: 11.09.22

DESIGNED BY
CAGE
 2020 SUIFE 303
 DATE: 11.09.22

OWNER
GRWA
 GARY R. WEBER
 ASSOCIATES, INC.
 1000 W. MONROE STREET
 NAPERVILLE, ILLINOIS 60563
 PHONE: 630.685.1177
 WWW.GRWA.COM

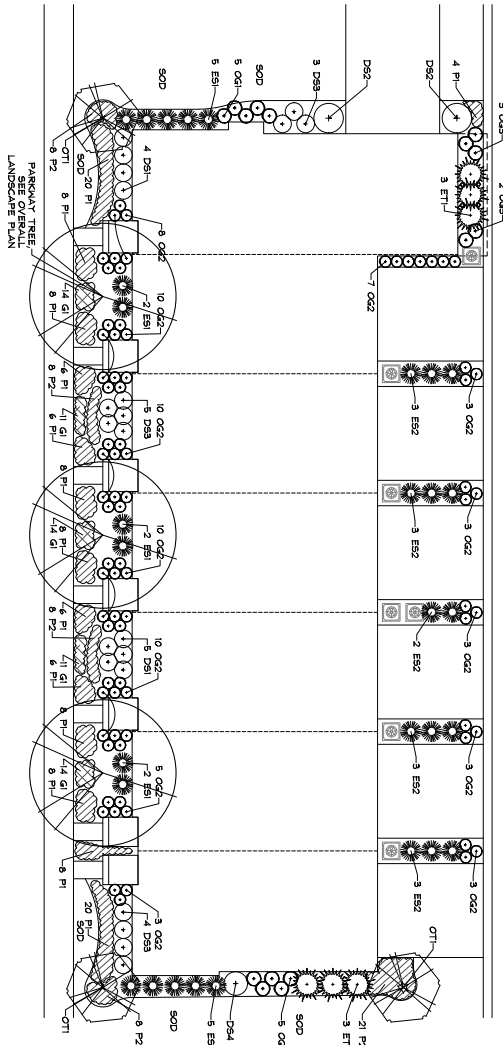
DATE: 04.04.2022
 PROJECT NO.: 2020-001
 DRAWING NO.: 505324
 SHEET NO.: 002

REVISIONS

NO.	DATE	DESCRIPTION
01	07.07.2025	
02	06.28.2025	
03	07.01.2025	

4 OF 14

TYPICAL 7 UNIT REAR-LOAD TOWNHOME FOUNDATION LANDSCAPE PLAN
SCALE: 1"=10'

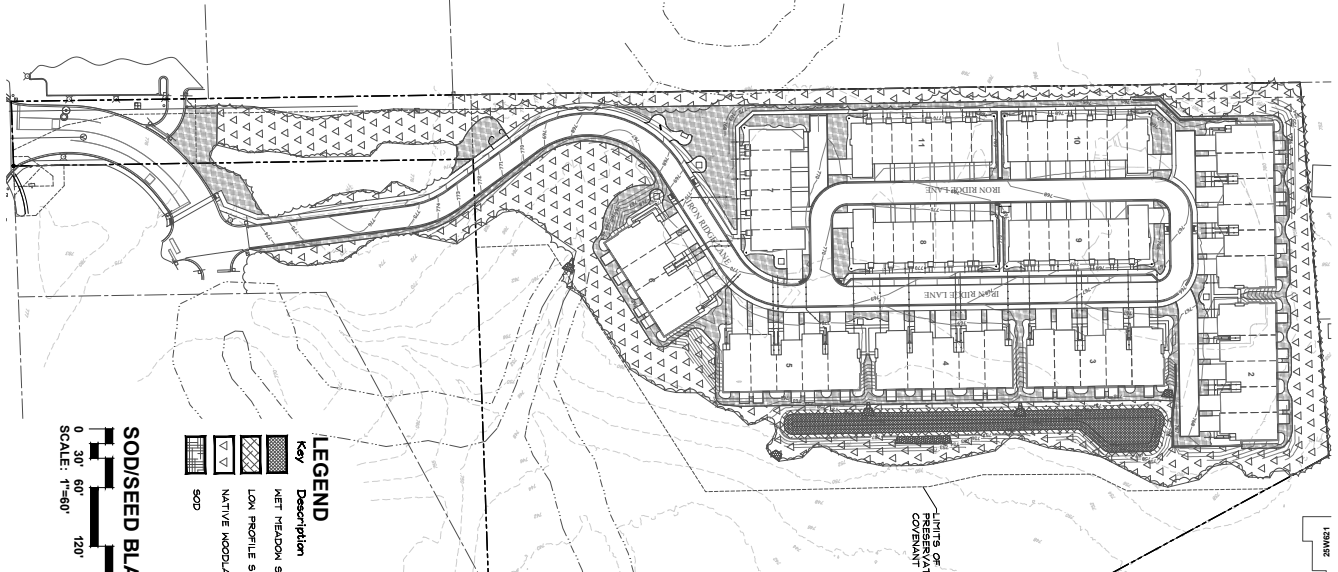


7-UNIT REAR-LOAD TOWNHOME
PLANT LIST - A
(BUDS. 10 & 11)

Key	Qty	Botanical/Common Name	Size	Remarks
OT1	3	ORIENTAL TREES NORWAY SPRUCE NORWAY SPRUCE NORWAY SPRUCE	6" TALL	COMP. FROM
ET1	6	EVERGREEN TREES THUNBERGIA VIRENS FRINGED GREEN ASH/WHITE	5' Ht.	4" O.C.
DS1	4	DECIDUOUS SHRUBS HYDRANGEA HYDRANGEA HYDRANGEA	24" TALL	9" O.C.
DS2	2	HYDRANGEA HYDRANGEA HYDRANGEA	36" TALL	4" O.C.
DS3	2	HYDRANGEA HYDRANGEA HYDRANGEA	24" TALL	9" O.C.
DS4	1	HYDRANGEA HYDRANGEA HYDRANGEA	24" TALL	4" O.C.
ES1	16	ERIVASCENS SHRUBS BURNING BUSH ERIVASCENS SHRUBS	24" Ht.	4" O.C.
ES2	14	ERIVASCENS SHRUBS BURNING BUSH ERIVASCENS SHRUBS	24" Ht.	4" O.C.
OC1	10	ORIENTAL GRASSES FESTUCA FESTUCA FESTUCA	36" O.C.	
OC2	78	ORIENTAL GRASSES FESTUCA FESTUCA FESTUCA	24" O.C.	
OC3	8	ORIENTAL GRASSES FESTUCA FESTUCA FESTUCA	36" O.C.	
PI	34	PERENNIALS HYDRANGEA HYDRANGEA HYDRANGEA	18" O.C.	
P2	88	PERENNIALS HYDRANGEA HYDRANGEA HYDRANGEA	24" O.C.	
G1	44	GROUNDCOVER HYDRANGEA HYDRANGEA HYDRANGEA	12" O.C.	
NS	18	NATIVE PLANTS HYDRANGEA HYDRANGEA HYDRANGEA	12" O.C.	

7-UNIT REAR-LOAD TOWNHOME
PLANT LIST - B
(BUDS. 8 & 9)

Key	Qty	Botanical/Common Name	Size	Remarks
OT1	3	ORIENTAL TREES NORWAY SPRUCE NORWAY SPRUCE NORWAY SPRUCE	6" Ht.	Multi-Span
ET1	6	EVERGREEN TREES THUNBERGIA VIRENS FRINGED GREEN ASH/WHITE	5' Ht.	4" O.C.
DS1	4	DECIDUOUS SHRUBS HYDRANGEA HYDRANGEA HYDRANGEA	18" TALL	9" O.C.
DS2	2	HYDRANGEA HYDRANGEA HYDRANGEA	36" TALL	4" O.C.
DS3	2	HYDRANGEA HYDRANGEA HYDRANGEA	24" TALL	9" O.C.
DS4	1	HYDRANGEA HYDRANGEA HYDRANGEA	24" TALL	4" O.C.
ES1	16	ERIVASCENS SHRUBS BURNING BUSH ERIVASCENS SHRUBS	24" Ht.	4" O.C.
ES2	14	ERIVASCENS SHRUBS BURNING BUSH ERIVASCENS SHRUBS	24" Ht.	4" O.C.
OC1	10	ORIENTAL GRASSES FESTUCA FESTUCA FESTUCA	36" O.C.	
OC2	78	ORIENTAL GRASSES FESTUCA FESTUCA FESTUCA	24" O.C.	
OC3	8	ORIENTAL GRASSES FESTUCA FESTUCA FESTUCA	36" O.C.	
PI	34	PERENNIALS HYDRANGEA HYDRANGEA HYDRANGEA	18" O.C.	
P2	88	PERENNIALS HYDRANGEA HYDRANGEA HYDRANGEA	24" O.C.	
G1	44	GROUNDCOVER HYDRANGEA HYDRANGEA HYDRANGEA	12" O.C.	
NS	18	NATIVE PLANTS HYDRANGEA HYDRANGEA HYDRANGEA	12" O.C.	



LEGEND

Key	Description
[Symbol]	WET HEADQUARTER SEED MIX
[Symbol]	LOW PROFILE SEED MIX
[Symbol]	NATIVE WOODLAND SEED MIX
[Symbol]	SOD

SOD/SEED BLANKET PLAN
0 30' 60' 120' 180'
SCALE: 1"=60'
NORTH

NORTHWOODS OF NAPERVILLE
NAPERVILLE, ILLINOIS
TYPICAL FOUNDATION LANDSCAPE PLANS

M/I HOMES
2150 GUNDALE DRIVE
NAPERVILLE, ILLINOIS 60563
CARE
2020.08/07/2020
USL 1.6.2022

GARY R. WEBER ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
443 W. LIBERTY DRIVE
WILMINGTON, ILLINOIS 60391
PHONE: 800.888.1191
WWW.GARYWEBER.COM

DATE: 04/14/2025
PROJECT NO.: M12421
DRAWN: ANS/CLE
CHECKED: DNS
SHEET NO.: 7 OF 14

2) 1/4" = 1" Detail and above legend. Dead trees were tagged for removal. Invasive shrubs were not tagged.

3) Same as 1)

ID	SCHEMATIC NAME	COMMON NAME	DBH	CONDITION	STRUCTURE	HEALTH	PROPOSED	NOTES
1
2
3
4
5
6

TOTAL TREE COUNT: 145

ID	SCHEMATIC NAME	COMMON NAME	DBH	CONDITION	STRUCTURE	HEALTH	PROPOSED	NOTES
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EXHIBIT C

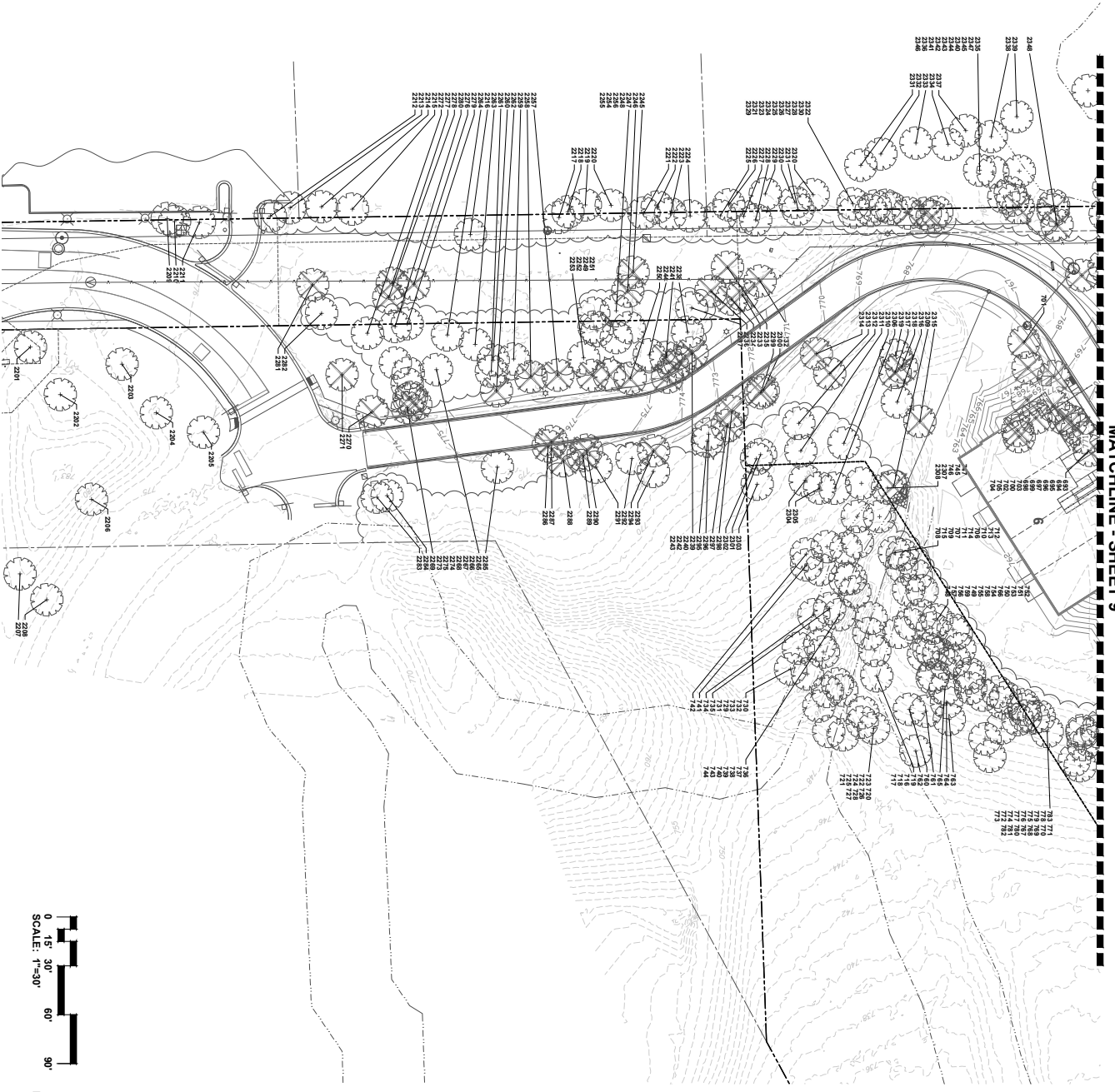
ID	SCHEMATIC NAME	COMMON NAME	DBH	CONDITION	STRUCTURE	HEALTH	PROPOSED	NOTES
2126
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TREE PRESERVATION NOTES

- Property line shall be located and staked by a professional land surveyor prior to tree removal.
- Tree locations are shown utilizing a Trimble Catalyst GPS which does not constitute a professionally licensed survey. If survey-grade location or elevation of tagged trees is desired, a professional surveyor should be engaged.
- All high tension lines or used barriers shall be noted by the location of the tree or trees near whenever possible shall be installed before construction begins and should not be removed until the completion of construction.
- Contractor shall take extreme care to protect the root system of existing trees

EXHIBIT C

- LEGEND**
-  EXISTING TREE TO BE PRESERVED
 -  EXISTING TREE TO BE REMOVED
 -  PROTECTIVE FENCING



MATCHLINE - SHEET 9



DATE: 04/03/2025
 PROJECT NO.: 2024-001
 DRAWING NO.: 05-001
 SHEET NO.: 10 OF 14

REVISIONS

01	07/07/2025	
02	08/28/2025	
03	09/15/2025	

NORTHWOODS OF NAPERVILLE

NAPERVILLE, ILLINOIS

TREE PRESERVATION PLAN

M/I HOMES
 2807 GARDEN DRIVE, SUITE 200
 NAPERVILLE, ILLINOIS 60563
 (630) 255-1000
 WWW.MIHOMES.COM

GRWA
 GARY R. WIEHER
 ASSOCIATES, INC.
 ECOLOGICAL CONSULTING
 LANDSCAPE ARCHITECTURE
 400 W. LIBERTY DRIVE
 NAPERVILLE, ILLINOIS 60563
 PHONE: 630.655.1177
 WWW.GRWA.COM

EXHIBIT C



2200 Cabot Drive, Suite 325
Lisle, IL 60532
O: 630.598.0007

Project Name: NORTHWOODS OF NAPERVILLE
Project Location: NAPERVILLE, ILLINOIS
Date Prepared: JULY 7, 2025
Engineer: MCK
Plan Date: JULY 7, 2025

ENGINEER'S OPINION OF PROBABLE COST

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	COST
SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS					
1	Mobilization	1	LUMP SUM	\$5,000.00	\$5,000.00
2	Silt Fence	4,400	LF	\$2.50	\$11,000.00
3	Tree Protection Fence	3,000	LF	\$2.25	\$6,750.00
4	Inlet Protection	17	EACH	\$300.00	\$5,100.00
5	Concrete Washout	1	EACH	\$500.00	\$500.00
6	Construction Entrance	1	LUMP SUM	\$5,000.00	\$5,000.00
7	Tree Removal - Acres	1	ACRE	\$4,000.00	\$4,000.00
8	Topsoil Stripping and Stockpiling	3,800	CY	\$3.00	\$11,400.00
9	Clay Excavation and Embankment	14,000	CY	\$7.00	\$98,000.00
10	Backfill Curb	3,155	LF	\$1.00	\$3,155.00
11	6" Topsoil Respread and Seeding	8,000	SY	\$3.00	\$24,000.00
12	Erosion Control Blanket (NAG SC-150)	3,725	SY	\$3.00	\$11,175.00
13	Gravity Retaining Wall	750	SF	\$40.00	\$30,000.00
14	Temporary Seeding	2	ACRE	\$1,800.00	\$2,970.00
12	BMP Seeding	1,425	SY	\$5.00	\$7,125.00
15	BMP Maintenance and Monitoring	3	YR	\$2,800.00	\$8,400.00
TOTAL SCHEDULE I - EXCAVATION AND GRADING IMPROVEMENTS					\$233,575.00
SCHEDULE II - UNDERGROUND IMPROVEMENTS					
A. SANITARY SEWER IMPROVEMENTS					
1	6" PVC Sanitary Sewer Service (Long)	31	EACH	\$1,750.00	\$54,250.00
2	6" PVC Sanitary Sewer Service (Short)	33	EACH	\$550.00	\$18,150.00
3	8" PVC Sanitary Sewer - 0'-12' Depth	1,460	LF	\$35.00	\$51,100.00
4	4' Diameter Manhole - 8'-12'	10	EACH	\$3,000.00	\$30,000.00
5	Trench Backfill - Mains 0'-12' Depth	1,460	LF	\$35.00	\$51,100.00
6	Televise Sanitary Sewer	1,460	LF	\$2.00	\$2,920.00
7	4" PVC Force Main	334	LF	\$22.00	\$7,348.00
8	Sanitary Lift Station (Public w/ Generator)	1	LUMP SUM	\$250,000.00	\$250,000.00
9	Connection to Existing Manhole	1	EACH	\$1,500.00	\$1,500.00
SUBTOTAL A - SANITARY SEWER IMPROVEMENTS					\$466,368.00
B. WATER MAIN IMPROVEMENTS					
1	6" DI Fire Service Line	500	LF	\$40.00	\$20,000.00
2	8" DI Water Main	2,130	LF	\$50.00	\$106,500.00
3	6" Valve and Box (Fire Service)	11	EACH	\$1,500.00	\$16,500.00
4	8" Valve & Vault, STD 4' Dia. w/FR & Lid	5	EACH	\$2,750.00	\$13,750.00
5	1.5" Tap, Corp Stop, Roundway & Box	64	EACH	\$750.00	\$48,000.00
6	1.5" House Service Type K (short)	45	EACH	\$750.00	\$33,750.00
7	1.5" House Service Type K (long)	19	EACH	\$1,850.00	\$35,150.00
8	Fire Hydrant with Auxiliary Valve	6	EACH	\$4,000.00	\$24,000.00

EXHIBIT C

Project Name:	NORTHWOODS OF NAPERVILLE
Project Location:	NAPERVILLE, ILLINOIS
Date Prepared:	JULY 7, 2025
Engineer:	MCK
Plan Date:	JULY 7, 2025

ENGINEER'S OPINION OF PROBABLE COST

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	COST
9	Polyvinyl Pipe Wrap - 6"	500	LF	\$1.10	\$550.00
10	Polyvinyl Pipe Wrap - 8"	2,130	LF	\$1.10	\$2,343.00
11	Trench Backfill - Mains	565	LF	\$35.00	\$19,775.00
12	Dry Connection	1	EACH	\$1,500.00	\$1,500.00
SUBTOTAL B - WATER MAIN IMPROVEMENTS					\$321,818.00
C. STORM SEWER IMPROVEMENTS					
1	6" PVC Storm Sewer Pipe	648	LF	\$30.00	\$19,440.00
2	8" PVC Storm Sewer Pipe	389	LF	\$35.00	\$13,615.00
3	12" RCP Storm Sewer Pipe	147	LF	\$35.00	\$5,145.00
4	15" RCP Storm Sewer Pipe	275	LF	\$38.00	\$10,450.00
5	18" RCP Storm Sewer Pipe	279	LF	\$42.00	\$11,718.00
6	24" RCP Storm Sewer Pipe	107	LF	\$52.00	\$5,564.00
7	Precast Concrete Flared End Section w/Grate 8"	1	EACH	\$800.00	\$800.00
8	Precast Concrete Flared End Section w/Grate 12"	2	EACH	\$1,000.00	\$2,000.00
9	Precast Concrete Flared End Section w/Grate 15"	1	EACH	\$1,250.00	\$1,250.00
10	Precast Concrete Flared End Section w/Grate 18"	1	EACH	\$1,500.00	\$1,500.00
11	Precast Concrete Flared End Section w/Grate 24"	1	EACH	\$2,000.00	\$2,000.00
12	1'-0" Diameter Nyloplast Drain	2	EACH	\$500.00	\$1,000.00
13	2'-0" Diameter Nyloplast Drain	6	EACH	\$750.00	\$4,500.00
14	2'-0" Diameter Inlet	2	EACH	\$900.00	\$1,800.00
15	4'-0" Diameter Manhole	3	EACH	\$2,500.00	\$7,500.00
17	4'-0" Diameter Catch Basin	2	EACH	\$3,000.00	\$6,000.00
18	Rip Rap w/Fabric	180	SY	\$100.00	\$18,000.00
18	Trench Backfill	430	LF	\$45.00	\$19,350.00
22	Manhole to be Removed	5	EACH	\$400.00	\$2,000.00
21	Storm Sewer to be Removed	520	LF	\$15.00	\$7,800.00
22	Level Spreader	6	EACH	\$5,000.00	\$30,000.00
23	Inlet Filter	15	EACH	\$330.00	\$4,950.00
24	Televise Storm Sewer Line	776	LF	\$2.00	\$1,552.00
25	Outlet Control Structure	1	EACH	\$7,500.00	\$7,500.00
26	Permeable Pavers	7,460	SF	\$20.00	\$149,200.00
SUBTOTAL C - STORM SEWER IMPROVEMENTS					\$334,634.00
TOTAL SCHEDULE II - UNDERGROUND IMPROVEMENTS					\$1,122,820.00
SCHEDULE III - ON-SITE ROADWAY IMPROVEMENTS					
1	Subgrade Preparation - Fine Grading	4780	SY	\$1.50	\$7,170.00
2	Subbase Granular Material - 4" (CA6)	4780	SY	\$8.00	\$38,240.00
3	Aggregate Base Course - 10"	3730	SY	\$15.00	\$55,950.00
4	Hot-Mix Asphalt Binder Course, N50 - 2.5"	3730	SY	\$15.00	\$55,950.00
5	Hot-Mix Asphalt Surface Course, N50 - 1.5"	3730	SY	\$10.00	\$37,300.00
6	Concrete Curb Type B-6.12	3150	LF	\$20.00	\$63,000.00
7	Curb & Gutter Removal	2800	LF	\$12.00	\$33,600.00
8	Permeable Pavers	830	SY	\$20.00	\$16,600.00
9	Pavement Removal	10950	SY	\$10.00	\$109,500.00
10	PCC Sidewalk - 4" with Subbase	7635	SF	\$7.00	\$53,445.00
11	Sidewalk Removal	4665	SF	\$1.50	\$6,997.50
12	Pavement Markings	1	LS	\$3,000.00	\$3,000.00

EXHIBIT C

Project Name:	NORTHWOODS OF NAPERVILLE
Project Location:	NAPERVILLE, ILLINOIS
Date Prepared:	JULY 7, 2025
Engineer:	MCK
Plan Date:	JULY 7, 2025

ENGINEER'S OPINION OF PROBABLE COST

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	COST
TOTAL SCHEDULE III - ON-SITE ROADWAY IMPROVEMENTS					\$480,752.50
SUBTOTAL SCHEDULES I-III					\$1,837,147.50
CONTINGENCY @ 10%					\$183,714.75
TOTAL					\$2,020,862.25

Note: The opinion of probable costs shown, and any resulting conclusions on project financial or economic feasibility or funding requirements, have been prepared for guidance in project evaluation and implementation from the information available at the time the opinion was prepared. The final costs of the project and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, the project costs will vary from the opinion of the probable costs presented herein.