



DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Planning Division

m e m o r a n d u m

TO: Mayor Laurel Lunt Prussing

FROM: Elizabeth H. Tyler, Ph.D., FAICP, Community Development Director

DATE: December 30, 2015

SUBJECT: **Plan Case No. 2015-A-01:** Annexation Petition for an 8.35 acre tract of property at 3106 North Cunningham Avenue.

Introduction & Background

The City of Urbana has received a request from DGS Properties, LLC and Stark Excavating, Inc. to annex an 8.35-acre parcel located along the east side of Cunningham Avenue between Airport Road and Oaks Road, addressed as 3106 N. Cunningham Avenue. The parcel to be annexed is currently vacant space and adjacent to nearby businesses which are also used for light industrial purposes. The petition is pursuant to an annexation agreement between the property owners and the city over terms of the use and annexation of the subject property. Should the annexation of the subject property be approved, the effective date would be January 19, 2016.

Discussion

An annexation agreement for the subject property was approved by the Urbana City Council on August 3, 2015 in Ordinance No. 2015-07-068 (see Exhibit C). DGS Properties, LLC purchased the property from Green Vistas, LLC in August of 2015. DGS Properties, LLC plans to lease the property to Stark Excavating, Inc for manufacturing concrete ready-mix and asphalt. It would also handle material recycling and act as a construction yard. The approved annexation agreement stipulated that the City of Urbana rezone the property to the City's IN-1, Light Industrial/Office upon annexation and grant a Special Use Permit for concrete manufacturing and recycling and a Conditional Use Permit for its construction yard use upon annexation.

Annexation of the subject property would be contiguous with the City's municipal limit and other existing IN-1, Light Industrial/Office zoning along Cunningham Avenue. The proposed use would be consistent with the portion of the property designated "Regional Business" in the City's Comprehensive Plan.

For notification of the annexation petition, the Somer Township Supervisor, Road Commissioner, Clerk, and Board of Trustees were notified as well as the Chief and Trustees of

the Carroll Fire Protection District.

Fiscal Impact

The proposed annexation would have a positive fiscal impact upon the City as it would generate additional sales, utility, and property tax revenues. Additional demand for City services as a result of the annexation are not expected to be significant.

Options

In Plan Case 2015-A-01, the City Council has the following options:

A. Approve the annexation petition for 3601 North Cunningham Avenue.

OR

B. Deny the annexation petition for 3601 North Cunningham Avenue.

Recommendation

Pursuant to the Annexation Agreement approved by the City Council at their August 3, 2015 meeting, staff recommends a vote of **APPROVAL** of the proposed annexation petition.

Prepared by:

Christopher Marx
Planner I

cc: DGS Properties, LLC, Stark Excavating, Inc.,

Attachments: Exhibit A: Location Map
Exhibit B: Annexation Petition
Exhibit C: Annexation Agreement, including Memorandum of Contract
Exhibit D: Ordinance No. 2015-07-068, Approving Annexation Agreement
Exhibit E: Annexation Plat
Exhibit F: Site Plan

ORDINANCE NO. 2016-01-001

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CITY OF URBANA

(3106 N. Cunningham Avenue / DGS Properties, LLC)

WHEREAS, the hereinafter described territory is situated in unincorporated territory adjacent to and contiguous to the City of Urbana, Illinois, and is part of the Carroll Fire Protection District, and includes certain territory within Somer Township; and

WHEREAS, a Notice was given to the Trustees of said Fire Protection District, the Board of Township Trustees, and the Township Commissioner of Highways, said notices being mailed on December , 2015 stating that this Ordinance would be voted upon at the regular meeting of this Council at 7:00 p.m., Monday, January 4, 2016; and

WHEREAS, a written petition signed by all of the Owners of Record and at least fifty-one percent (51%) of the electors residing therein, of all land within such territory, has been filed with the City Clerk of the City of Urbana, Illinois, requesting annexation thereof to the City of Urbana; and

WHEREAS, the City Council passed Ordinance No. 2015-07-068 on August 3, 2015, approving and authorizing the execution of annexation agreement pertaining to DGS Properties, LLC; and

WHEREAS, the territory to be annexed by this Ordinance is presently located within Champaign County's B-4, General Business Zoning District and upon annexation will be rezoned under the terms of the annexation agreement to the City's IN-1, Light Industrial/Office Zoning District; and

WHEREAS, it has been determined that said petition complies with all requirements of the law therefore; and

WHEREAS, the majority of the Corporate Authorities are of the opinion that it would be for the best interests of the people of the City of Urbana, Illinois, that said territory be annexed to and made a part of the said City.

NOW, THEREFORE, BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF URBANA, ILLINOIS:

Section 1. That the following described real estate, be and the same are hereby annexed to the City of Urbana, Illinois:

Part of the Southeast Quarter of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows:

Beginning at a point which is 819.64 feet West and 1137.41 feet South of the Northeast Corner of the Southeast Quarter of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian for a true point of beginning; thence 883 feet West to the East line of the right-of-way of Federal Highway Route 45; thence Southwesterly along said right-of-way line 206.78 feet; thence East 463.6 feet; thence South 357.6 feet; thence East 506.33 feet; thence North 544.19 feet to the true point of beginning, in Champaign County, Illinois.

Permanent Index No.: 25-15-33-476-001

Said annexation containing 8.35 acres, more or less, all situated in Somer Township, Illinois, being commonly known for reference as 3106 N. Cunningham Avenue and also identified as Parcel Index Number 25-15-33-476-001.

Said territory lies within the boundaries of the Carroll Fire Protection District and Somer Township, and is contiguous to the City of Urbana, Illinois.

Section 2. That the City Clerk be authorized and directed to record a certified copy of this Ordinance together with an accurate map of the territory herein above described in the Recorder's Office of Champaign County, Illinois.

Section 3. The Zoning Ordinance of the City of Urbana, Illinois, and the Zoning Map of Urbana, Illinois, are hereby amended to classify the real property herein annexed as IN-1, Light Industrial/Office.

Section 4. The territory annexed herein is assigned to City of Urbana Ward 5.

Section 5. To avoid uncertainty regarding public safety responsibilities concerning the property herein annexed, this Ordinance shall take effect at noon on the 19th day of January, 2016 following its passage by the Urbana City Council.

PASSED by the Urbana Corporate Authorities this _____ day of _____, 2016.

AYES:

NAYS:

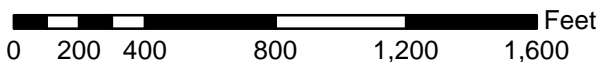
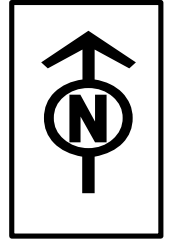
ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2016.

Laurel Lunt Prussing, Mayor

EXHIBIT A: Location & Existing Land Use Map



Case: 2015-A-01 & 2261-M-15
 Subject: Annexation Agreement including Rezoning
 Location: 3106 N Cunningham Avenue, Urbana
 Petitioner: Stark Excavating, Inc., DGS Properties, LLC, and Green Vistas, LLC

 Subject Property
 Corporate Limits

COM Commercial
 SFR Single-Family Residential

Prepared 6/8/2014 by Community Development Services - MRM



Petition for Annexation

Annexation

DO NOT WRITE IN THIS SPACE - FOR OFFICE USE ONLY

Date Request Filed _____ Annexation Case No. _____

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

1. APPLICANT CONTACT INFORMATION

Name of Applicant(s): **Brad Jameson - DGS Properties, LLC** Phone: **217-355-5054**

Address (*street/city/state/zip code*): **220 Wilbur Avenue, Champaign, IL 61822**

Email Address: **bjameson@starkcompanies.com**

Property Interest of Applicant(s) (*Owner, Contract Buyer, etc.*): **Owner**

2. OWNER INFORMATION

Name of Owner(s): **DGS Properties, LLC** Phone: **217-355-5054**

Address (*street/city/state/zip code*): **220 Wilbur Avenue, Champaign, IL 61822**

Email Address: **bjameson@starkcompanies.com**

Is this property owned by a Land Trust? No

If yes, please attach a list of all individuals holding an interest in said Trust.

3. PROPERTY INFORMATION

Location of Subject Site: **3106 N. Cunningham Avenue**

PIN # of Location: **25-15-33-476-001**

Lot Size: **8.35 acres**

Current Zoning Designation: **B-4, General Business (County Zoning)**

Proposed Zoning Designation: **IN-1, Light Industrial/Office**

Current Land Use (*vacant, residence, grocery, factory, etc.*): **Vacant**

Proposed Land Use: **Recycling Facility**

Present Comprehensive Plan Designation: **Regional Business**

Legal Description: Part of the Southeast Quarter of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows: Beginning at a point which is 819.64 feet West and 1137.41 feet South of the Northeast Corner of the Southeast Quarter of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian for a true point of beginning; thence 883 feet West to the East line of the right-of-way of Federal Highway Route 45; thence Southwesterly along said right-of-way line 206.78 feet; thence East 463.6 feet; thence South 357.6 feet; thence East 506.33 feet; thence North 544.19 feet to the true point of beginning, in Champaign County, Illinois.

Petition for Annexation

To the City Council of the City of Urbana

Champaign County, Illinois

The Petitioner, DGS Properties, LLC; respectfully states under oath:

That I, Brad Jameson (*petitioner*), am either the sole owner or am authorized by the owner(s) of record of the following legally described land (hereinafter sometimes referred to as the "Tract"), except any public right-of-way property wit: (*Insert Legal Description*) Part of the Southeast Quarter of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows: Beginning at a point which is 819.64 feet West and 1137.41 feet South of the Northeast Corner of the Southeast Quarter of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian for a true point of beginning; thence 883 feet West to the East line of the right-of-way of Federal Highway Route 45; thence Southwesterly along said right-of-way line 206.78 feet; thence East 463.6 feet; thence South 357.6 feet; thence East 506.33 feet; thence North 544.19 feet to the true point of beginning, in Champaign County, Illinois.

All situated in Champaign County, Illinois.

Together with the following described adjacent public right-of-way which is by operation of the law, automatically annexed with the adoption of an Annexation Ordinance pertaining to this parcel:

Also known for reference as 3106 North Cunningham Avenue, Urbana, Illinois, (*street address*)

having permanent identification number (PIN) 25-15-33-476-001 .

That said territory is not situated within the corporate limits of any municipality, but is contiguous to the City of Urbana, Illinois.

That at least fifty-one percent (51%) of any and all electors (registered voters) residing in said Tract have signed this petition.

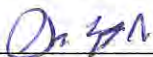
PETITIONER(S) RESPECTFULLY REQUESTS:

1. That the above described Tract(s) be annexed to the City of Urbana by Ordinance of the Mayor and City Council of the City of Urbana, pursuant to Section 5/7-1-8 of Chapter 24 of the Illinois Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-8).
2. That said Tract be annexed in accordance with the terms of the annexation agreement passed by the City Council on August 3, 2015_ as Ordinance No. 2015-07-068 and approved by the Mayor of the City of Urbana.

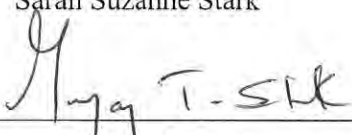
NOTE: All property owners must sign this annexation petition. In the case of corporate ownership, the person(s) signing must be authorized to do so by the corporation board.

Dated this 7 day of December, 2015

OWNER(S):

By: 
David Kenneth Stark, Jr.

By: 
Sarah Suzanne Stark

By: 
Gregory Todd Stark

Subscribed and sworn to before me this 7 day of December, 2015.


Notary Public



My Commission Expires: 25th day of June, 2019.

The undersigned, being electors (registered voters) residing in said Tracts, respectfully state under oath:

1. I am currently registered to vote in Champaign County, Illinois and currently reside in said Tracts.
2. I have read and understand the petition to annex said Tracts and hereby and herewith join in the petition for annexation of said Tracts to the City of Urbana.

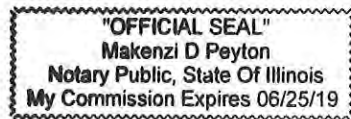
ELECTORS:

<u>SIGNATURE</u>	<u>ADDRESS (PLEASE PRINT)</u>
1. _____	220 Wilbur Ave., Champaign, IL 61822
2. _____	220 Wilbur Ave., Champaign, IL 61822
3. _____	220 Wilbur Ave., Champaign, IL 61822

COUNTY OF CHAMPAIGN)
) SS
 STATE OF ILLINOIS)

I, Makenzi D. Peyton, Notary Public in the aforesaid County and State, do hereby certify that each of the persons who signed this petition personally appeared before me and acknowledged that they signed the said petition as their free and voluntary act for the uses and purposes set forth therein.

Makenzi D. Peyton
 Notary Public



Seal

My Commission expires the 19th day of December, 2015.

17N



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Tx:4059055

Recording Cover Sheet

ORDINANCE NO. 2015-07-068

AN ORDINANCE APPROVING AND AUTHORIZING THE
EXECUTION OF AN ANNEXATION AGREEMENT
(3106 N. CUNNINGHAM AVENUE / GREEN VISTAS, LLC
/ DGS PROPERTIES, LLC / STARK EXCAVATING, INC.)

2015R14969
REC ON: 08/07/2015 12:41:40 PM
CHAMPAIGN COUNTY
BARBARA A. FRASCA, RECORDER
REC FEE: 56.00
PAGES 17
PLAT ACT: OPLAT PAGE:

Prepared for recording by:

Phyllis D. Clark, City Clerk

400 S. Vine Street, Urbana, IL 61801

Return to:

59

Phyllis D. Clark, City Clerk
City of Urbana
400 S. Vine Street
Urbana, IL 61801

FILED

AUG - 7 2015

Passed: August 03, 2015

Signed: August 06, 2015

Heidi Muller
CHAMPAIGN COUNTY CLERK
ORDINANCE NO. 2015-07-068

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN
ANNEXATION AGREEMENT**

**(3106 N. Cunningham Avenue / Green Vistas, LLC / DGS Properties, LLC / Stark
Excavating, Inc.)**

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois; Green Vistas, LLC; DGS Properties, LLC; and Stark Excavating, Inc. has been submitted for the Urbana City Council's consideration, a copy of which is attached; and,

WHEREAS, said agreement governs a tract totaling approximately 8.35 acres located at 3106 North Cunningham Avenue and said tract is legally described as follows:

Part of the Southeast Quarter of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows:

Beginning at a point which is 819.64 feet West and 1137.41 feet South of the Northeast Corner of the Southeast Quarter of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian for a true point of beginning; thence 883 feet West to the East line of the right-of-way of Federal Highway Route 45; thence Southwesterly along said right-of-way line 206.78 feet; thence East 463.6 feet; thence South 357.6 feet; thence East 506.33 feet; thence North 544.19 feet to the true point of beginning, in Champaign County, Illinois.

Permanent Index No.: 25-15-33-476-001

WHEREAS, the City Clerk of Urbana, Illinois, duly published notice on the 16th day of July, 2015 in the News-Gazette, a newspaper of general circulation in the City of Urbana, that a public hearing would be held before the Urbana City Council on the matter of the proposed Annexation Agreement on the 3rd day of August, 2015; and

WHEREAS, the City of Urbana, Illinois also mailed notice of the public hearing to the Chief and each of the Trustees of the Carroll Fire Protection District on the 14th day of July, 2015; and

WHEREAS, on the 25th day of June, 2015, the Urbana Plan Commission held a public hearing on the proposed rezoning in the Annexation Agreement and voted 5 ayes and 0 nays to forward a recommendation of approval to the Urbana City Council; and

WHEREAS, on the 3rd day of August, 2015, the Urbana City Council held a public hearing on the proposed Annexation Agreement; and

WHEREAS, the Urbana City Council has determined that the proposed Annexation Agreement is in conformance with the goals and objectives of the City of Urbana's Official Comprehensive Plan; and,

WHEREAS, the Urbana City Council has determined that the use planned under the proposed Annexation Agreement meets the criteria of a Special Use Permit, as established by the Urbana Zoning Ordinance; and,

WHEREAS, the Urbana City Council has determined that the use planned under the proposed Annexation Agreement meets the criteria of a Conditional Use Permit, as established by the Urbana Zoning Ordinance; and,

WHEREAS, the Urbana City Council, having duly considered all matters pertaining thereto, finds and determines that the proposed annexation agreement will not negatively impact the City of Urbana and would be in the best interests of the City of Urbana and its citizens.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. The Annexation Agreement between the City of Urbana, Illinois; Green Vistas, LLC; DGS Properties, LLC; and Stark Excavating, Inc., a copy of which is attached and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver, and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Annexation Agreement, for and on behalf of the City of Urbana, Illinois.

Section 3. The City Clerk is directed to record a certified copy of this Ordinance and the Annexation Agreement herein approved, as amended, with the Recorder of Deeds of Champaign County, Illinois.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of two-thirds of the members of the Corporate Authorities of the City of Urbana, Illinois, then holding office, at a regular meeting of said Council.

PASSED BY THE CITY COUNCIL this 3rd day of August, 2015.

AYES: Ammons, Brown, Jakobsson, Madigan, Marlin, Roberts, Smyth

NAYS:

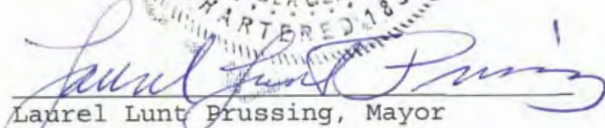
ABSTAINS:



Phyllis D. Clark, City Clerk



APPROVED BY THE MAYOR this 6th day of _____



Laurel Lunt Prussing, Mayor

Annexation Agreement

(Green Vistas, LLC; DGS Properties, LLC; and Stark Excavating, Inc.)

THIS Annexation Agreement ("Agreement") is made and entered into by and between the **City of Urbana, Illinois**, (hereinafter sometimes referred to as the "Corporate Authorities" or the "City"), **Green Vistas, LLC** (hereinafter sometimes referred to as the "Owner"), **DGS Properties, LLC** (hereinafter sometimes referred to as the "Developer"), and **Stark Excavating, Inc.** (hereinafter sometimes referred to as the "Tenant").

WITNESSETH:

WHEREAS, this Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code (65 ILCS 5/11-15.1-1); and

WHEREAS, the Owner is the owner of record of a certain parcel of real estate located at 3106 N. Cunningham Ave., Urbana, Illinois, the legal description of which real estate is set forth in Exhibit "B" attached hereto and referenced herein as "the tract"; and

WHEREAS, the attached map, labeled Exhibit "A," is a true and accurate representation of the tract to be annexed to the City under the provisions of this Agreement; and

WHEREAS, the tract is contiguous to the City and may be immediately annexed; and

WHEREAS, the Owner has been the owner of record of the tract since September 3, 2010; and

WHEREAS, on February 20, 2012, pursuant to Ordinance No. 2012-02-017, the Corporate Authorities entered into an agreement with Mervis Industries, Inc. to annex said tract into the City; and

WHEREAS, Mervis Industries, Inc. has never been the owner of record of said tract; and

WHEREAS, the previous annexation agreement regarding said tract is now void and said tract has not been annexed into the City; and

WHEREAS, the Developer proposes to purchase the tract from the Owner and to develop the tract for lease to the Tenant; and

WHEREAS, the Tenant proposes to utilize the tract for the manufacture and sale of concrete ready mix and asphalt, as well as aggregate recycling and related construction yard activities, and desires to obtain relevant approvals from the City and other authorities; and

WHEREAS, the tract is currently zoned B-4, General Business in Champaign County and the City and the Owner find it necessary and desirable that the tract be annexed to the City with a zoning classification of IN-1, Light Industrial/Office under the terms and provisions of the Urbana Zoning Ordinance in effect upon the date of annexation, as amended from time to time, and subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Corporate Authorities find that annexation of the tract as described herein as IN-1, Light Industrial/Office, reflects the goals, objectives and policies set forth in the City's 2005 Comprehensive Plan, as amended from time to time; and

WHEREAS, the Owner desires to have the aforementioned real estate annexed to the City upon certain terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER, TENANT, AND DEVELOPER

The Owner, Tenant, and Developer agree to the following provisions:

Section 1. Ownership and Annexation. The Owner represents that the Owner is the sole record Owner of the property described in Exhibit "B" and that the Owner shall within thirty (30) days of a request of the Corporate Authorities, cause the tract to be annexed to the City of Urbana by filing a legally sufficient annexation petition with all required signatures thereon, all in accordance with Illinois Statutes.

The Owner further agrees that the substance of this Section of the Annexation Agreement shall be included in any sales contract for the sale of any portion of the subject property. If the subject tract is to be platted for subdivision, the Owner agrees that the substance of this provision regarding annexation shall be included in the subdivision covenant and such will constitute a covenant running with the land. The Owner agrees for itself, successor and assigns, and all other persons intended herein to be obligated to consent to annexation, to cooperate in signing or joining in any petition for annexation for the subject tract and that mandamus would be an appropriate remedy in the event of refusal so to do, and, if the City has to resort to Court proceedings to enforce this obligation, the City shall be entitled to recover reasonable attorney's fees. The Parties agree that nothing in this section shall preclude the voluntary annexation of the subject tract or any portion thereof earlier than would otherwise be required.

Section 2. Authority to Annex. The Owner agrees and hereby stipulates that the City, by its approval, execution or delivery of this Agreement does not in any way relinquish or waive any authority it may have to annex the tract in the absence of this Agreement.

Section 3. Zoning. The Owner acknowledges that upon annexation, the tract will be rezoned from Champaign County B-4, General Business to City IN-1, Light Industrial/Office. The Owner agrees that, unless changed upon the initiative of the Owner and/or Developer, the said City zoning classification for said tract shall remain in effect for the term of this Agreement, subject to the right of the Corporate Authorities to amend the Zoning Ordinance text even if such amendment affects the tract. The Owner the Developer, and the Tenant agree to use the tract only in compliance with the Urbana Zoning Ordinance and this Agreement as such may be amended from time to time.

Section 4. Land Uses. The Owner and Developer agree that the uses of the tract shall be limited to those allowed within the IN-1, Light Industrial/Office district. The Tenant agrees that the uses of the tract shall be limited to those allowed by the Special Use Permit authorized in Article II, Section 3 of this Agreement, as well as by the Conditional Use Permit authorized in Article II, Section 4 of this Agreement.

Section 5. Special Use Permit. The Tenant agrees to the following conditions of a Special Use Permit, as granted by Article II, Section 3 of this Agreement, which will allow for the manufacturing and sale of concrete ready mix and asphalt on said tract, as well as aggregate

recycling and related sales on said tract, in the IN-1, Light Industrial/Office zoning district, which are permitted by Urbana Zoning Ordinance Table V-1 as Special Uses.

1. The Special Use Permit shall be applicable only to the confines of the tract, as depicted in the attached Exhibit "A" Location Map, and legally described in Exhibit "B."
2. The Special Use Permit approves only the manufacturing of ready-mix concrete and asphalt, as well as aggregate recycling, on said tract, as depicted in the attached Exhibit "C" Site Diagram.
3. The layout and operation shall substantially conform to the attached Site Diagram, as shown in Exhibit "C," along with any minor changes that may be necessary for the project to comply with City regulations including building, fire, and site development codes, as approved by the Zoning Administrator and to allow for specific needs of the Tenant.
4. The Tenant must obtain any and all permits as required by the Illinois Environmental Protection Agency.

Section 6. Conditional Use Permit. The Tenant agrees to the following conditions of a Conditional Use Permit granted by Article II, Section 4 of this Agreement, which will allow for the use of a construction yard on the tract, in the IN-1, Light Industrial/Office zoning district, which is permitted by Urbana Zoning Ordinance Table IV-1 as a Conditional Use.

1. The Conditional Use Permit shall be applicable only to the confines of the tract, as depicted in the attached Exhibit "A" Map, and legally described in Exhibit "B."
2. The Conditional Use Permit approves a construction yard on said tract, as depicted in the attached Exhibit "C" Site Diagram.
3. The layout and operation shall substantially conform to the attached Site Diagram, as shown in Exhibit "C," along with any minor changes that may be necessary for the project to comply with City regulations including building, fire, and site development codes, as approved by the Zoning Administrator and to allow for the specific needs of the Tenant.

Section 7. Utilities. An engineered Stormwater Management Plan and an Erosion and Sedimentation Control Plan shall be prepared and implemented consistent with the requirements of the Urbana Subdivision and Land Development Code. The Developer and/or Tenant shall extend the water line to the northern boundary of the tract prior to the issuance of a Certificate of Occupancy by the Corporate Authorities. Furthermore, the Developer and/or Tenant shall install a culvert to catch water shedding from the adjacent properties to the north. The Developer and Tenant shall preserve existing ditches to convey water east-to-west along the south property line. All work described in this section must be approved by the Illinois Department of Transportation, where required.

Section 8. Transportation Infrastructure. Per the direction of the Illinois Department of Transportation and the City Engineer, access to and from the site will be restricted to an existing right-turn-only driveway onto US Route 45. This driveway shall allow for right-turns leading into said tract eastbound from US Route 45, as well as right-turns leading out of said tract northbound onto US Route 45.

Section 9. Surfacing Plan and Dust Control: The Developer and/or Tenant shall pave all parking lots, access drives, off-street loading areas, and parking spaces located on the tract with a hard surface except such areas within the tract depicted in the attached Exhibit C to be used by the Tenant's for material storage. Such material storage areas may be surfaced with aggregate rock and such aggregate rock surfaced areas shall be periodically treated with dust control measures as reasonably determined by the Developer or the then current owner of the tract, and at such times as reasonably requested by the City Engineer.

Section 10. Environmental Controls. The Developer and Tenant shall comply with all applicable federal, state, and local environmental regulations. All runoff, noise, odors, dust or other emissions shall meet standards set forth by the Illinois Environmental Protection Agency. All required permits from federal, state, and local agencies, must be obtained as required.

Section 11. Building Code Compliance. The Developer and Tenant agree to cause all new development, construction, remodeling or building additions on said tract to be in conformance with all applicable City of Urbana codes and regulations including building, zoning and subdivision codes.

Section 12. Landscaping Plan. A landscaping plan must be submitted with the Corporate Authorities prior to development of the tract. This plan must reflect conformance with standards for screening of industrial storage and required landscape buffers, as required by the Urbana Zoning Ordinance.

Section 13. Amendments Required. The Owner (or in the event the tract is sold, the successor in interest) shall take no action or omit to take action during the term of this Agreement which action or omission, as applied to the tract, would be a breach of this Agreement, without first procuring a written amendment to this Agreement duly executed by the Owner (or in the event the tract is sold, the successor in interest) and the City. Said action includes petitioning for a county rezoning of said tract without written amendment to this Agreement.

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

The Corporate Authorities agree to the following provisions:

Section 1. Annexation. The Corporate Authorities agree to annex said tract subject to the terms and conditions outlined in this Agreement, when properly and effectively requested to do so by submission of a legally sufficient petition from the owner, as stipulated in Article I, Section 1 of this Agreement, by enacting such ordinances as may be necessary and sufficient to legally and validly annex said tract to the City.

Section 2. Zoning. The Corporate Authorities agree to annex the tract with a zoning classification of City IN-1, Light Industrial/Office.

Section 3. Special Use Permit. Through this Agreement the Corporate Authorities hereby grant the Urbana Zoning Administrator the authority to issue a Special Use Permit to allow the Tenant to manufacture and sell ready-mix concrete and asphalt on said tract, as well as to conduct aggregate recycling and related sales on said tract, in the IN-1, Light Industrial/Office district, subject to the conditions specified in Article I, Section 5 of this Agreement. Furthermore, the Corporate Authorities find that granting of the Special Use Permit is consistent with the established criteria identified in Section VII-4 of the Urbana Zoning Ordinance in that these uses:

- a. will be conducive to the public convenience at this location;
- b. will be designed, located, and proposed to be operated so that it will not be unreasonably injurious or detrimental to the district in which it will be located, or otherwise injurious or detrimental to the public welfare; and
- c. will conform to the applicable regulations and standards of, and preserves the essential character of, the district in which it shall be located.

Section 4. Conditional Use Permit. Through this annexation agreement the Corporate Authorities hereby grant the Urbana Zoning Administrator the authority to issue a Conditional Use Permit to allow the Tenant to operate a construction yard, in the IN-1, Light Industrial/Office district, subject to the conditions specified in Article I, Section 6. Furthermore, the Corporate Authorities find that granting of the Conditional Use Permit is consistent with the established criteria identified in Section VII-2 of the Urbana Zoning Ordinance in that this use:

- a. will be conducive to the public convenience at this location;
- b. will be designed, located, and proposed to be operated so that it will not be unreasonably injurious or detrimental to the district in which it will be located, or otherwise injurious or detrimental to the public welfare; and

- c. will conform to the applicable regulations and standards of, and preserves the essential character of, the district in which it shall be located.

Section 5. Utilities. The Corporate Authorities agree to allow the Developer and/or Tenant to extend the water line to the northern boundary of the tract, in conformance with pertinent laws, codes, regulations, and permit requirements. The Corporate Authorities will withhold a Certificate of Occupancy until the water line is extended to the northern boundary of the tract. The Corporate Authorities also agree to allow the Developer and/or Tenant to install a culvert to catch water shedding from the adjacent properties to the north. Furthermore, the Corporate Authorities agree to allow the Developer and the Tenant to preserve existing ditches to convey water east-to-west along the south property line, on the condition that such work meets all permitting requirements set forth by the Illinois Department of Transportation. All work described in this section must be approved by all appropriate local and state agencies as required, including the Illinois Department of Transportation.

Section 6. Surfacing Plan and Dust Control. Due to the particular impacts of moving heavy equipment on paved surfaces and the extensive areas necessary for material storage, as depicted in the attached Exhibit C, the Corporate Authorities agree to allow outdoor material storage areas to be surfaced with aggregate rock and to be periodically treated with dust control measures. Per Article I, Section 9 of this Agreement, the Developer and/or Tenant shall apply additional dust reduction treatment as reasonably determined by the Developer, Tenant, or the then current owner of the tract and at such times as reasonably requested by the City Engineer in order to adhere to the criteria aforementioned.

Section 7. Transportation Infrastructure. Per the direction of the Illinois Department of Transportation and the City Engineer, access to the tract will be allowed via a right-turn only driveway leading northbound onto US Route 45. This driveway shall allow for right-turns leading eastbound into said tract from US Route 45, as well as right-turns leading out of said tract northbound onto US Route 45.

Section 8. Amendments. The City shall take no action nor omit to take action during the term of this Agreement which act or omission, as applied to the tract, would be a breach hereof, without first procuring a written amendment to this Agreement duly executed by the Owner, or the Owner's successors or assigns, of the portion of the tract which is directly the subject of the amendment.

ARTICLE III: GENERAL PROVISIONS

Section 1. Term of this Agreement. This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, for a full term of twenty (20) years commencing as of the effective date of this Agreement as provided by the Illinois State Statutes, unless other provisions of this Agreement specifically apply a different term. To the extent permitted thereby, it is agreed that, in the event the annexation of subject tract under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said twenty-year term. By mutual agreement, the term of this Agreement may be extended.

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Developer, the Owner, The Tenant, or the Owner's successors or assigns, which obligation extends beyond the termination date of this Agreement, such obligation may be released by the Urbana City Council enacting an Ordinance releasing such obligation by a majority vote of all Alderpersons then holding office and the recording of such Ordinance in the Champaign County Recorder's Office, Champaign County, Illinois.

Section 2. Covenant running with the land. The terms of this Agreement constitute a covenant running with the land for the life of this Agreement unless specific terms are expressly made binding beyond the life of this Agreement. Furthermore, the terms herein are hereby expressly made binding upon all heirs, grantees, lessees, executors, assigns and successors in interest of the Owner as to all or any part of the tract, and are further expressly made binding upon said City and the duly elected or appointed successors in office of its Corporate Authorities.

Section 3. Binding Agreement upon parties. The Corporate Authorities, the Developer, the Tenant, and the Owner agree that no party will take action or omit to take action during the term of this Agreement which act or omission as applied to the tract would be a breach of this Agreement without first procuring a written amendment to this Agreement duly executed by the Developer, the Tenant, the Owner, and the City.

Section 4. Enforcement. The Developer, the Owner, the Tenant, and the Corporate Authorities agree and hereby stipulate that any party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or the party not in default may declare this Agreement null and void in addition to other remedies available. Upon breach by the Developer, the Tenant, or the Owner, the City may refuse the issuance of any permits or other approvals or authorizations relating to development of the tract.

Section 5. Transfer, Security Interests, and Leases. It shall not be a breach of this Agreement for the Owner, any subsequent owner, the Developer, the Tenant, or any subsequent tenant, to sell, lease, sublease or grant a security interest in the tract or any

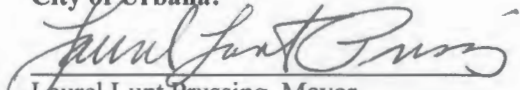
part thereof to any third person provided such sale, sublease or grant shall be subject to the provisions of this Agreement.

Section 6. Severability. If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect even without the invalid provision.

Section 7. Effective Date. The Corporate Authorities, the Developer, the Tenant, and the Owner intend that this Agreement shall be recorded in the Office of the Champaign County Recorder with any expenses for said recording to be paid by the Corporate Authorities. The effective date of this Agreement shall be the date it is recorded; or if not recorded for any reason, the effective date shall be the date the Mayor signs the Agreement on behalf of the City.

IN WITNESS WHEREOF, the Corporate Authorities, the Developer, the Tenant, and the Owner have hereunto set their hands and seals, and have caused this instrument to be signed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year written below.

Corporate Authorities
City of Urbana:


Laurel Lunt Prussing, Mayor

8/4/15
Date

Owner:


Louis L. Mervis, Manager
Green Vistas, LLC

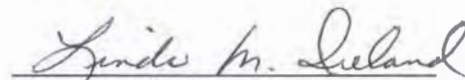
7/6/15
Date

ATTEST:

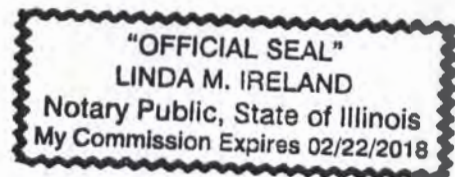

Phyllis D. Clark, City Clerk

8/4/15
Date

ATTEST:


Linda M. Ireland
Notary Public

7-6-2015
Date



Developer:

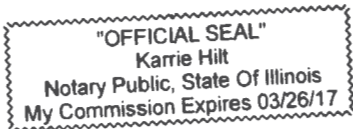
DK Stark
David Kenneth Stark, Jr.
Member
DGS Properties, LLC
7/1/15
Date

Gregory Todd Stark
Gregory Todd Stark
Member
DGS Properties, LLC
7/1/15
Date

Sarah Suzanne Stark
Sarah Suzanne Stark
Member
DGS Properties, LLC
7/1/15
Date

ATTEST:

Karrie Hilt
Notary Public
7/1/15
Date



Tenant:

DK Stark
David Kenneth Stark
President
Stark Excavating, Inc.
7/1/15
Date

ATTEST:

[Signature]
Notary Public
7/1/15
Date



Exhibit A
Location Map

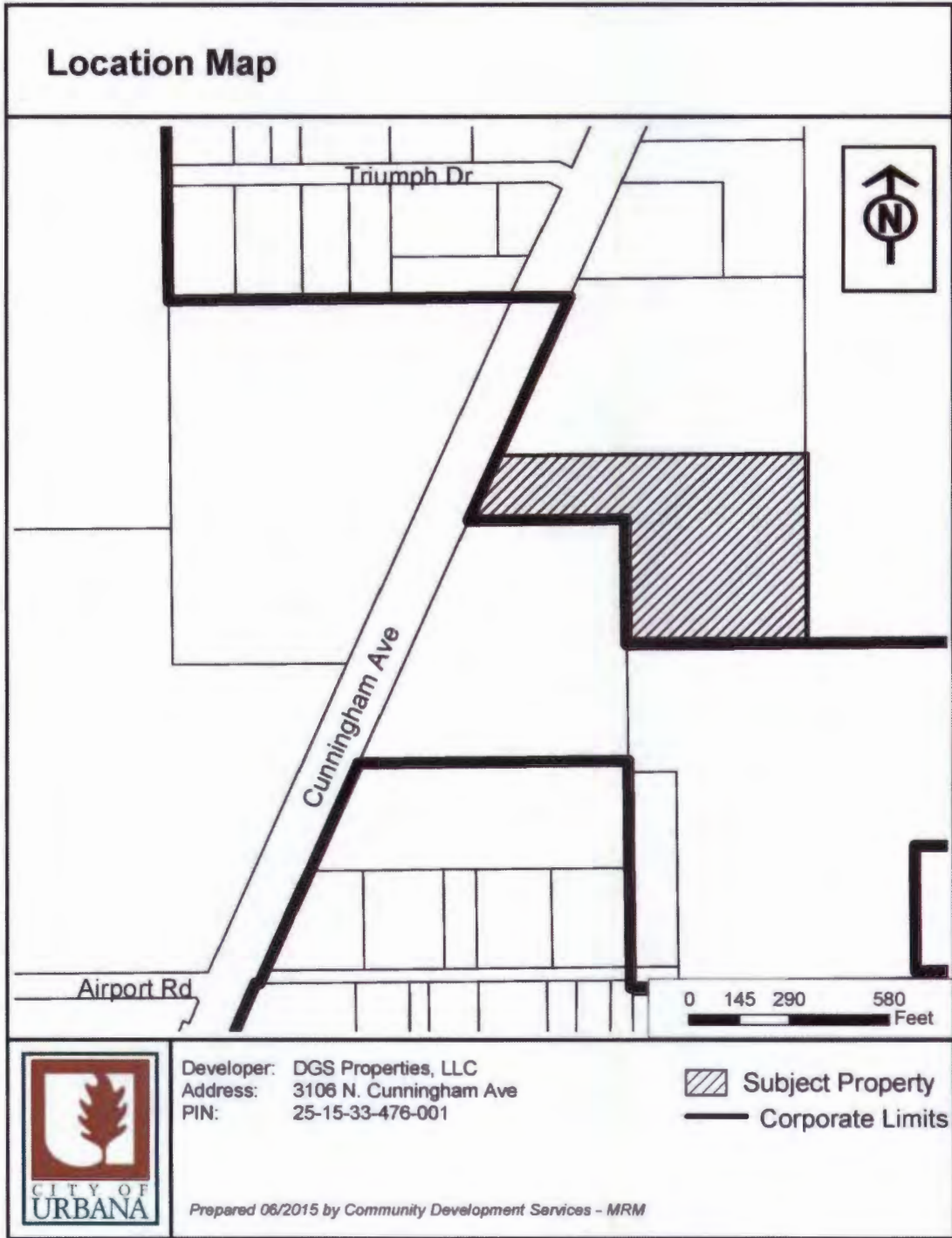


Exhibit B

Legal Description

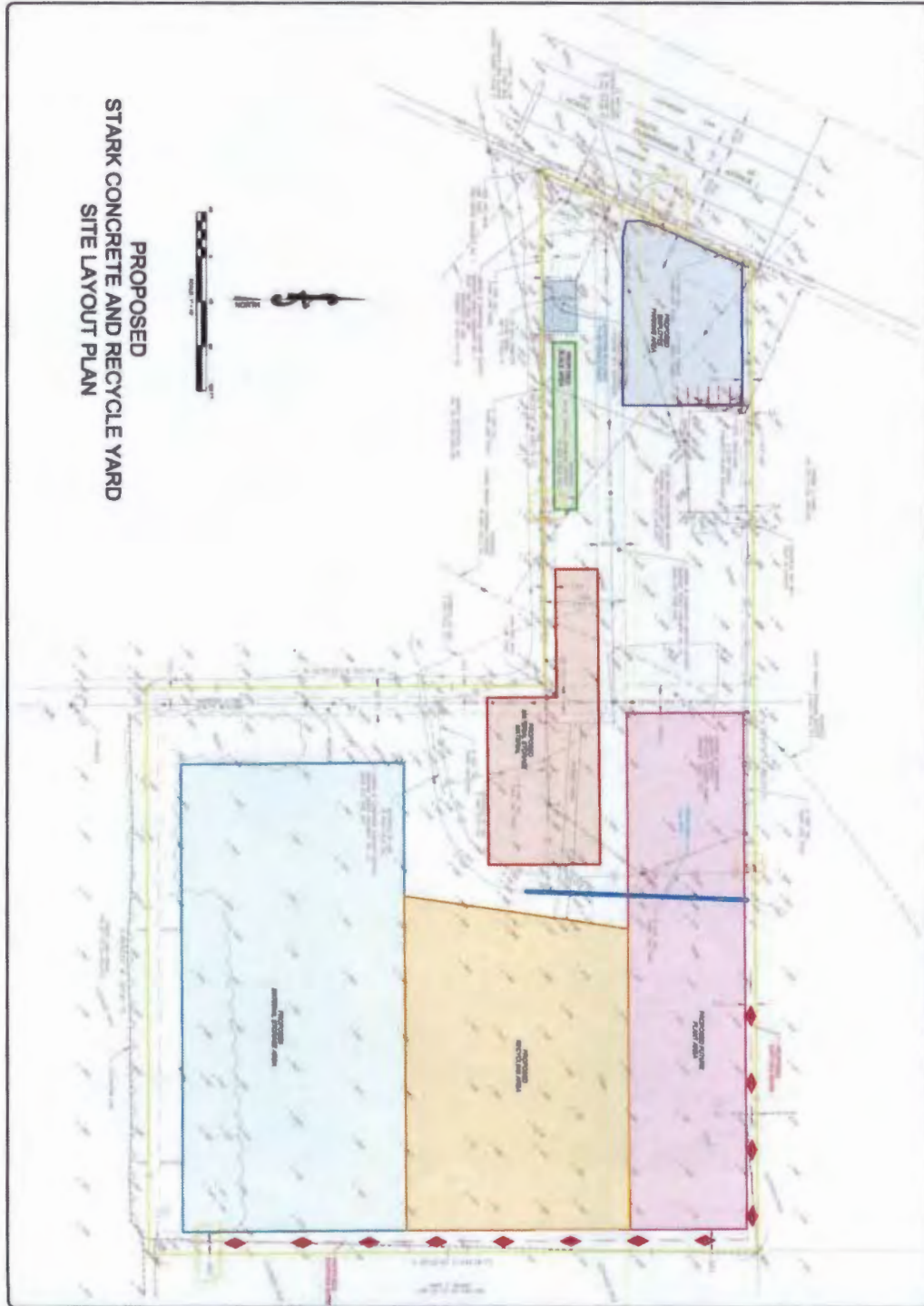
“Part of the Southeast Quarter of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows:

Beginning at a point which is 819.64 feet West and 1137.41 feet South of the Northeast Corner of the Southeast Quarter of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian for a true point of beginning; thence 883 feet West to the East line of the right-of-way of Federal Highway Route 45, thence Southwesterly along said right-of-way line 206.78 feet; thence East 463.6 feet; thence South 357.6 feet; thence East 506.33 feet; thence North 544.19 feet to the true point of beginning, in Champaign County, Illinois.”

Permanent Index No. 25-15-33-476-001

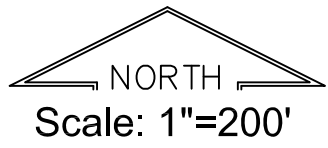
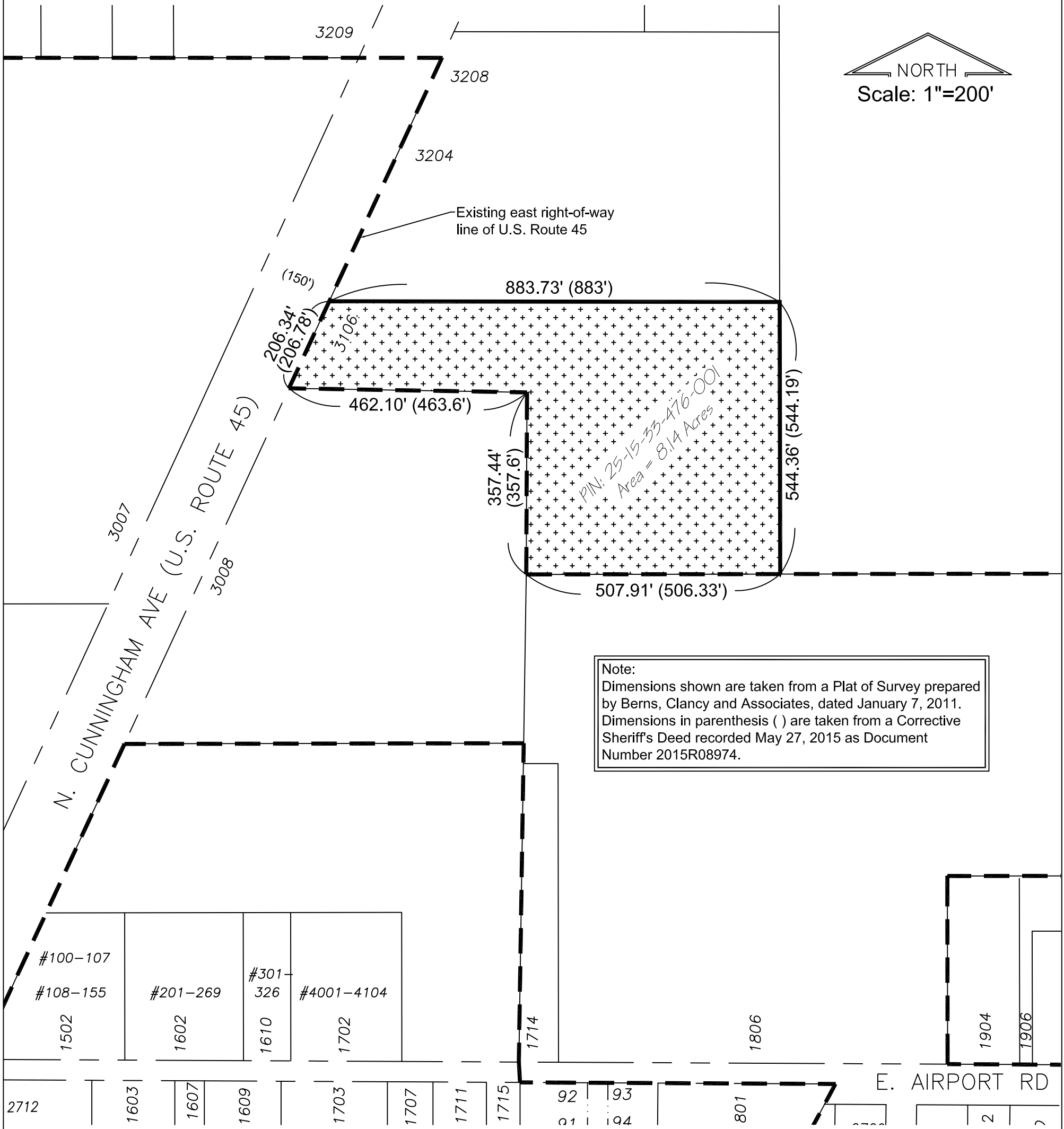
Commonly known as 3106 N. Cunningham Avenue, Urbana, Illinois.

Exhibit C
Site Diagram



Part of the Southeast Quarter of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian, Champaign County, Illinois, described as follows:

Beginning at a point which is 819.64 feet West and 1137.41 feet South of the Northeast Corner of the Southeast Quarter of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian for a true point of beginning; thence 883 feet West to the East line of the right-of-way of Federal Highway Route 45; thence Southwesterly along said right-of-way line 206.78 feet; thence East 463.6 feet; thence South 357.6 feet; thence East 506.33 feet; thence North 544.19 feet to the true point of beginning, in Champaign County, Illinois.



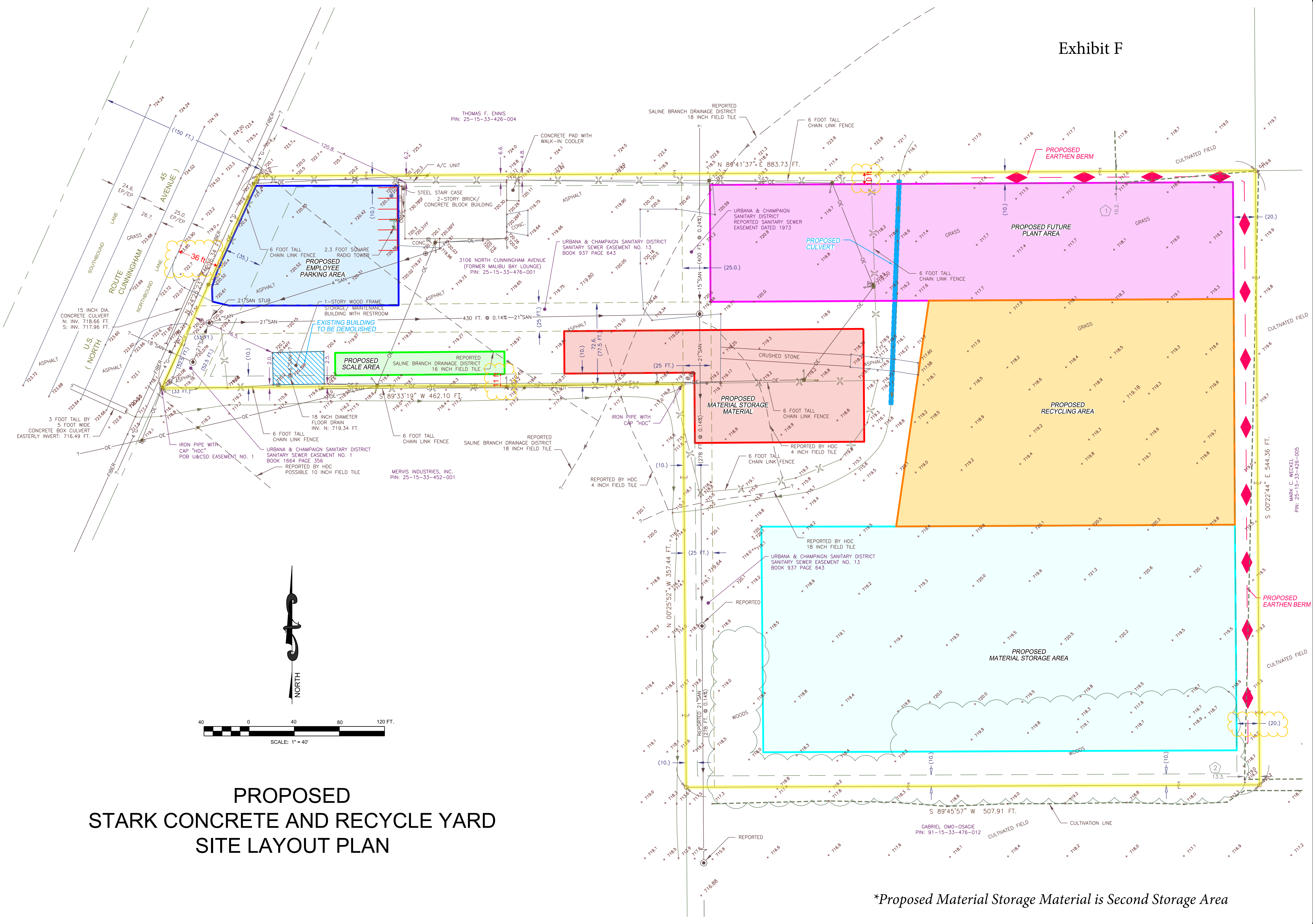
MAP SHOWING AREA
 ANNEXED BY CITY
 ORDINANCE #2015-XX-XXX
 CITY OF URBANA, ILLINOIS
 CHAMPAIGN COUNTY
 DATE: XXXXXX XX, 2015

- AREA OF ANNEXATION
- EXISTING CITY LIMITS
- NEW CITY LIMITS
- RIGHT-OF-WAY

ENGINEERING DIVISION

 CITY ENGINEER/PUBLIC WORKS DIRECTOR

CAD: B.W.F. 05/19/2015
 CHECKED: W.R.G. 05/XX/2015



PROPOSED STARK CONCRETE AND RECYCLE YARD SITE LAYOUT PLAN

*Proposed Material Storage Material is Second Storage Area