

~~an amendment or modification to the I-1 Light Industrial District Zoning Classification which~~
shall be more restrictive in any of its provisions than the text currently in effect shall be applicable to the Subject Property during this agreement without the written consent of CenterPoint.

Section 6. Survival of Zoning Provisions

The zoning map amendment granted pursuant to this Agreement shall not terminate upon the expiration of this Agreement, but shall continue in effect unless thereafter amended upon application of CenterPoint or otherwise in accordance with law.

**ARTICLE II
DEVELOPMENT PROVISIONS**

Section 7. Development Conditions for the Subject Property

The City acknowledges that it is the intention of this Agreement to provide for the development of a modern business park for distribution and warehouse facilities and other uses consistent with the I-1 Light Industrial District Zoning Classification of the City (the "Development"). Notwithstanding any less-restrictive provision of any ordinance of the City now in effect or hereinafter enacted, Owners and CenterPoint agree that the development of the Subject Property shall be subject to the following (the "Development Conditions"):

A. Landscaping and Setbacks

1. There shall be a 100-foot landscaped front setback from Illinois Route 38 instead of the 50-foot buffer setback provided by current City zoning and landscape requirements;
2. There shall be a 60-foot landscaped setback from the Burlington Northern/Santa Fe rail line, instead of the 50-foot buffer that would be

required should the City's Land Use Plan designate the property on the north side of the rail line as residential;

3. There shall be a landscaped area in the northwest corner of the Subject Property, as shown on Exhibit "B" hereto and made a part hereof which shall contain a raised and landscaped berm and evergreen trees for sightline buffering; "landscaped" or "landscaping" shall have the meaning set forth in the City Zoning Ordinance.
4. There shall be a minimum 25-foot wide landscaped area along the entire western boundary of the Subject Property and a 100-foot building setback along said boundary, instead of a 10-foot buffer yard required if the City's Land Use Plan were to designate the land to the west as industrial;

~~Stormwater detention shall be as determined by the application of the Ordinances as provided in Section 9(A) hereof.~~

B. Outdoor Storage

The parties acknowledge that outdoor storage is not a permitted use within the I-1 Light Industrial District. However, the City agrees that the definition of "outdoor storage" shall not include parking of vehicles, such as, but not limited to automobiles or other vehicles in transit or trucks or trailers parked in connection with transportation of products or materials to or from the Subject Property. No particular individual trailer shall remain on site for more than ninety (90) days. Containers without wheeled vehicles shall not be stored on the Subject Property, except that containers in actual process of loading and unloading shall be permitted. Temporary outdoor storage of building materials during construction shall not be considered "outdoor storage" for purposes of the Zoning Ordinance.