

DEVELOPMENT AGREEMENT

(Decatur, IL– Roadwork)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the Effective Date (being the last date of execution by the parties), by and between **LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.**, an Oklahoma corporation ("Love's"), and the **CITY OF DECATUR, ILLINOIS** a municipal corporation (the "City").

RECITALS

A. WHEREAS, Love's is the owner of (or is currently under contract to acquire) certain real property located at or near the intersection of Illinois Route 121 and County Fair Drive in Macon County, Decatur, Illinois, (the "Love's Property"), upon which Love's intends to develop and operate a full service Love's Travel Stop and related facilities in substantially the same form as described in Exhibit D attached hereto (the "Intended Use"); and

B. WHEREAS, In conjunction with the development of the Love's Property, the City has agreed that it will undertake and complete the construction of certain improvements to County Fair Drive as generally depicted on the site plan attached hereto as Exhibit A, and as further set forth in the Plans (as defined in Section 1) (collectively, the "Work"), and will reimburse Love's for previous expenditures related to the improvements as described in the Change in Services Agreement attached hereto as Exhibit B; and

C. WHEREAS, the property has remained vacant for at least one year, the project is expected to create or retain job opportunities within the municipality, will create job opportunities within the Municipality and will serve to further the development of adjacent areas; and

D. WHEREAS, improvements to County Fair Drive are necessary to the operations of the Love's Travel Stop and the project would not occur without significant incentive being provided by the City; and

C. WHEREAS, Upon completion of the Work, the City will maintain County Fair Drive and related municipal infrastructure as part of the public roadway system; and

D. WHEREAS, The parties desire to execute and deliver this Agreement to further evidence the terms, conditions, and agreements between the parties with respect to the transactions referenced above.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and conditions below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PLANS AND APPROVALS FOR WORK. At the request of Love's, CESO, Inc. has prepared detailed construction plans, drawings and specifications (the "Plans") for the Work to construct improvements to County Fair Drive as specifically referenced in Exhibit A attached hereto. The Plans have been previously submitted to the City for review and approval, with such approval not to be unreasonably withheld and in any case shall be deemed granted if the City does not object to any part of the Plans within 20 days of the Effective Date. Upon approval of the Plans by the City, the same will be deemed incorporated herein by this reference and made a part of this Agreement. Modifications to the

“plans” may be necessary up to the point of project award and shall be made upon mutual written consent by Love’s and the City. The City shall obtain any permits, licenses and approvals required for performance of the Work (collectively, the “Approvals”) to improve County Fair Drive. Love’s shall cooperate with the City in its efforts to obtain the Approvals to the extent Love’s involvement is required.

2. CONSTRUCTION OBLIGATIONS.

2.1 Completion of Work. The City (or its employees, agents, contractors, or representatives, as applicable) shall construct, install, and complete the Work pursuant to the plans on or before December 31, 2018. After September 1, 2018, under no circumstances shall the City be obligated to temporarily cease or modify its performance of the Work, to accommodate Love’s construction. All portions of the Work, as well as Love’s obligations hereunder, shall be performed and completed in a good and workmanlike manner and in compliance with all applicable laws, rules, ordinances, regulations, codes and other requirements of any governmental agency having authority or jurisdiction over the same. Failure by either party to perform and complete the work contemplated in this section shall constitute default under the terms of this Agreement. Both parties will make reasonable accommodations for access to work sites.

2.2 Coordination/Cooperation. The parties shall meet for a pre-construction conference prior to either party commencing work at the site, at which conference the parties shall: determine the construction schedule, including sequence of critical work; and each shall identify a field supervisor, who shall be responsible for running the respective projects on a daily basis, and communicating any necessary changes in the sequence of the critical work.

2.3 Damage to the Work. Love’s shall be responsible for repairs of all Work performed by the City that is damaged by Love’s, its employees, agents, contractors, or representatives, as a part of the construction of the Love’s Travel Stop. These repairs shall be at no additional cost to the City.

2.4 Force Majeure. Neither party shall be responsible to the other for any failure, delay, or interruption of construction or failure or delay in the performance of any obligation under this Agreement due to strikes, walk-outs, acts of God (including severe weather), governmental restrictions, enemy action, civil insurrection, unavoidable casualty, or other similar act beyond the reasonable control of the party.

2.5 Signalization. It is mutually agreed that the construction of the Love’s Travel Stop & Country Store will increase traffic and turning movements at the intersections of Illinois 121 and County Fair Drive. The location currently does not meet the warrants required to install traffic signals based on available data. Both the City and the Illinois Department of Transportation will continue to monitor the intersection for an increase in accidents and changes in traffic patterns. If this occurs, signal warrants will again be reviewed. At that time, if warrants are met at this intersection for traffic that is directly attributable to the Love’s Travel Stop and City or IDOT engineering judgment determines there is a need for signals, the signals and all other necessary roadway improvements shall be installed in accordance with IDOT standards and the Manual on Uniform Traffic Control Devices at the expense of Love’s. The responsibility of Love’s to install this traffic signal shall extend for ten (10) years following the issuance of a Certificate of Occupancy by the City for the Love’s Travel Stop on the Love’s Property.

2.6 Surety. The City would not undertake the Work to improve County Fair Drive but for Love’s agreement to complete development of a full-service travel stop in substantially the same form

as is depicted in Exhibit D attached hereto. Prior to the Work beginning, Love's shall file with the City a bond in an amount sufficient to reimburse the full cost of the Work with said bond to be redeemed to reimburse the City for the full cost of the Work if development of the travel stop is not substantially completed by May 30, 2019. The term of the bond shall not expire prior June 30, 2019. Substantial completion shall mean complete construction of the shell and core, with finished interiors of common areas. Substantial completion shall be evidenced by issuance of a certificate of occupancy under applicable codes of the City of Decatur, excluding minor and ancillary alterations, or additional work.

2.7 **Environmental Concerns.** To the full extent permitted by law, Love's releases, holds harmless, and indemnifies the City for environmental defects on the contained in areas where the Work will be performed. Love's shall be responsible for any environmental remediation that may be deemed necessary to facilitate the Work and delays caused by the need for such work shall not be deemed an act of default by the City.

2.8 **Payment Obligations.** The Work is anticipated to cost \$685,965 with a potential for 10% contingency that could bring the total to \$754,561 which amount includes all anticipated costs associated with the design, construction, and installation of the roadway and related improvements being installed as part of the Work (the "Improvements"). A cost estimate is attached hereto as Exhibit C. The City shall be responsible for the full amount required for the completion of the Work. In order to acquire the Plans for the Improvements, Love's has already expended \$26,000, as detailed in Exhibit B. The City shall reimburse Love's for the cost of obtaining the Plans for the Work upon completion of the Work and in no event shall said reimbursement exceed \$26,000.

3. **DEFAULT AND REMEDIES.**

3.1 **General Default by a Party.** Except as otherwise provided in this Agreement, if a party breaches any provision of this Agreement and fails to remedy such breach within thirty (30) days of notice thereof from the other party (unless such cure is not reasonably possible within such 30-day period and the breaching party has commenced and is pursuing with reasonable diligence such cure), the non-defaulting party may institute legal action against the defaulting party for specific performance, injunctive or declaratory relief, damages, and/or any other remedy provided by law or in equity. All remedies hereunder shall be deemed cumulative and not exclusive. In addition to any and all other declarations of default contained elsewhere in this contract, events of default shall include but not be limited to the following:

3.1.1 Misrepresentation. If any material representation made by the Redeveloper or the City in this Agreement, or in any certificate, notice, demand or request made by the Redeveloper or the City in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

3.1.2 Breach. Breach by the Redeveloper or the City of any material covenant, warranty or obligation set forth in this Agreement.

4. **NOTICE.** All notices hereunder shall be in writing and given by personal delivery or sent by (i) certified mail return receipt requested, postage prepaid, (ii) nationally recognized overnight courier service, or (iii) electronic mail (e-mail) transmission, to the addresses set forth below (unless changed in accordance herewith). Notice will be deemed received on the earlier of (a) actual receipt, (b) three (3) business days after deposit in the U.S. Mail, (c) the first business day after deposit with an overnight courier,

or (d) if provided by e-mail, on the same day, if delivered on a business day during business hours, and on the following business day if otherwise, provided that the sender does not receive any notice of failure of delivery (i.e., an automatic response).

To Love's:

Love's Travel Stops & Country Stores,
Inc.

Attn: Vice President Real Estate

10601 N. Pennsylvania Ave.

Oklahoma City, OK 73120

Email: Rick.Shuffield@loves.com

To City:

City of Decatur

Attn: Ray Lai, Director of Economic and
Community Development

1 Gary K. Anderson Plaza

Decatur, Illinois 62523

E-mail: rlai@decaturil.gov

5. INDEMNITY. To the fullest extent allowed by applicable law, each party (the "Indemnifying Party") hereto hereby agrees to indemnify, defend and hold the other party, its affiliates and their respective, managers, members, officers, directors, employees and agents (collectively, the "Indemnified Parties"), harmless from and against any and all claims, losses, costs, damages, liabilities, or expenses (including, without limitation, reasonable attorneys' fees) ("Claims") arising from or in relation to the gross negligence or willful misconduct of the Indemnifying Party (or any person acting at its direction or on its behalf), except to the extent such Claims are a result of the action, inaction, gross negligence or willful misconduct of any of the Indemnified Parties. The obligations of this Section 5 shall survive the expiration, termination or completion of this Agreement.

6. REPRESENTATION AND WARRANTIES.

6.1 Of Love's. Love's represents and warrants that (i) Love's is an Oklahoma corporation duly organized, validly existing and in good standing under the laws of the State of Oklahoma; (ii) Love's has the full and complete right, power and authority to enter into this Agreement and to perform its duties and obligations under this Agreement in accordance with the terms and conditions hereof; and (iii) the individual executing this Agreement on behalf of Love's is duly authorized and empowered to do so and by such execution, binds Love's under this Agreement.

6.2 Of the City. The City represents and warrants that (i) the City is a validly existing municipal corporation; (ii) the City has the full and complete right, power and authority to enter into this Agreement and to perform its duties and obligations under this Agreement in accordance with the terms and conditions hereof; and (iii) the individual executing this Agreement on behalf of the City is duly authorized and empowered to do so and by such execution, binds the City under this Agreement.

7. MISCELLANEOUS. This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and shall be binding upon and inure to the parties, their respective successors and assigns. The terms hereof shall not be construed in favor of or against either party, but shall be construed as if jointly prepared by the parties, it being understood and agreed that each party hereto had sufficient opportunity to participate in the drafting of this Agreement and to seek legal advice in relation hereto. If any provisions of this Agreement shall be held to be void or unenforceable for any reason, said provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to said

void or unenforceable provision while still remaining valid and enforceable, and the remaining terms or provisions hereof shall not be affected thereby. No modification of this Agreement shall be effective unless in writing and signed by the parties hereto. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture between the parties or their respective successors and assigns. This Agreement may only be assigned by either party upon the prior written consent of the other party. This Agreement shall be governed by, interpreted and enforced, in accordance with the internal laws of the State of Illinois without regard to its choice of law principles. The Circuit Court of Macon County, Illinois shall be the sole venue for any lawsuit arising out of a dispute involving this agreement. This Agreement may be executed by facsimile, electronic or original signature of the parties and in counterparts which, assuming no modification or alteration, shall constitute an original and when taken together, shall constitute one and the same instrument. The terms and provisions of this Section 7 shall survive the expiration, termination or completion of this Agreement.

8. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED. Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of the partnership, agency, or joint venture between or among such parties.

9. ADDITIONAL REQUIREMENTS. Both the City and Love's shall be required to execute and deliver such additional documents as may be reasonably be required to carry out the intent of this agreement.

[Signature Page to Follow]

EXECUTED BY THE PARTIES to be effective as of the Effective Date.

LOVE'S:

**LOVE'S TRAVEL STOPS & COUNTRY
STORES, INC.,**
an Oklahoma corporation

By: _____

Name: _____

Title: _____

Date of Execution: _____, 2017

CITY:

THE CITY OF DECATUR, ILLINOIS
a municipal corporation

By: _____

Name: _____

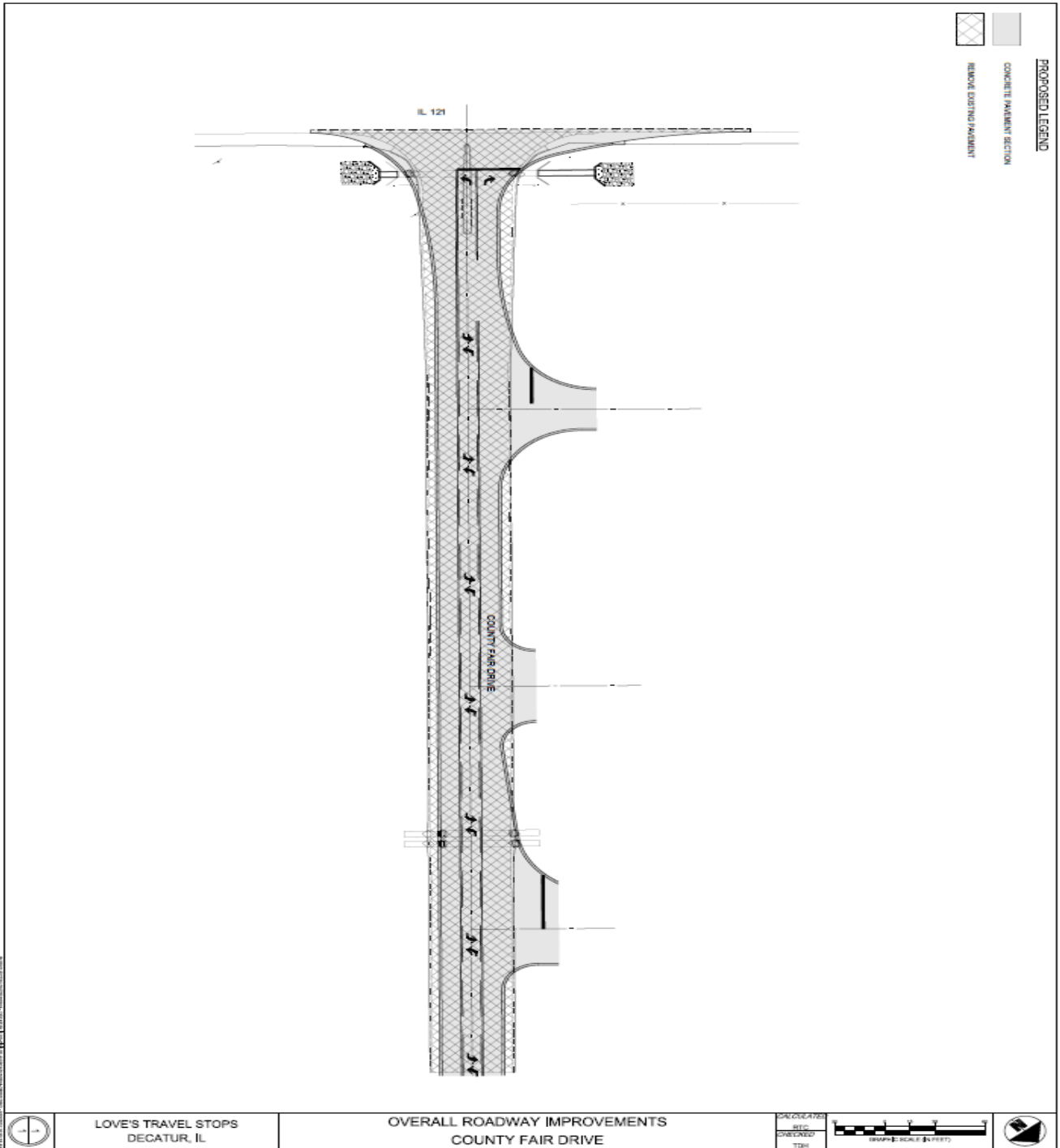
Title: _____

Date of Execution: _____, 2017

EXHIBITS

- Exhibit A: Site Plan
- Exhibit B: Change in Services Agreement
- Exhibit C: Cost Estimate
- Exhibit D: Love's Truck Stop Site Plan

EXHIBIT A Site Plan



PROPOSED LEGEND
 CONCRETE PAVEMENT SECTION
 REMOVE EXISTING PAVEMENT



LOVE'S TRAVEL STOPS
 DECATUR, IL

OVERALL ROADWAY IMPROVEMENTS
 COUNTY FAIR DRIVE

DAL/CSE/AVS
 REB
 CRY/CRD
 TTB



EXHIBIT B
Change in Services Agreement

8534 Yankee Street, Suite 2B
Dayton, Ohio 45458-1889
(937) 435-8504
www.cesoinc.com



CHANGE IN SERVICES AGREEMENT (CSA)

Date Initiated: 8/30/17

Date of Original Agreement: 12/22/16

CSA No.: 008

Project: Love's - Decatur, IL

Client Company: Love's Travel Stops & Country Stores

CESO Project No.: 752674-01

Client Contact: Chad Bruner

CESO Client Manager: Matt Finke

Description of Change in Services:

Prepare construction plans for the removal and full depth replacement of County Fair Drive. The design will include a three (3) lane cross section with curb & gutter providing an exclusive SB to EB Left-Turn lane and an exclusive SB to WB Right-Turn lane.

The proposed construction plans shall also include the necessary pavement markings and signage complete with any required notes.

This task will also include updating the cost estimate for re-building the road.

Base Fee Services	Fee	Type of Fee
County Fair Drive Improvements	\$ 26,000	Lump Sum
TOTAL	\$ 26,000	

CESO Signature: _____

Matt Finke

CESO Client Manager: Matt Finke

Date: 8/30/17

Client Signature: _____

Chad Bruner

Client Name: _____

CHAD BRUNER

Date: 9/6/17

Client's signature is an authorization for CESO to proceed with Additional Services in accordance with the terms and conditions of the Agreement between the Owner and CESO for the Project. We reserve the right to hold on performing services above until receiving an executed copy of this CSA.

EXHIBIT C
Cost Estimate



DECATUR - COST ESTIMATE

Project: Love's Decatur, IL
Client: Love's
Location: Decatur, IL

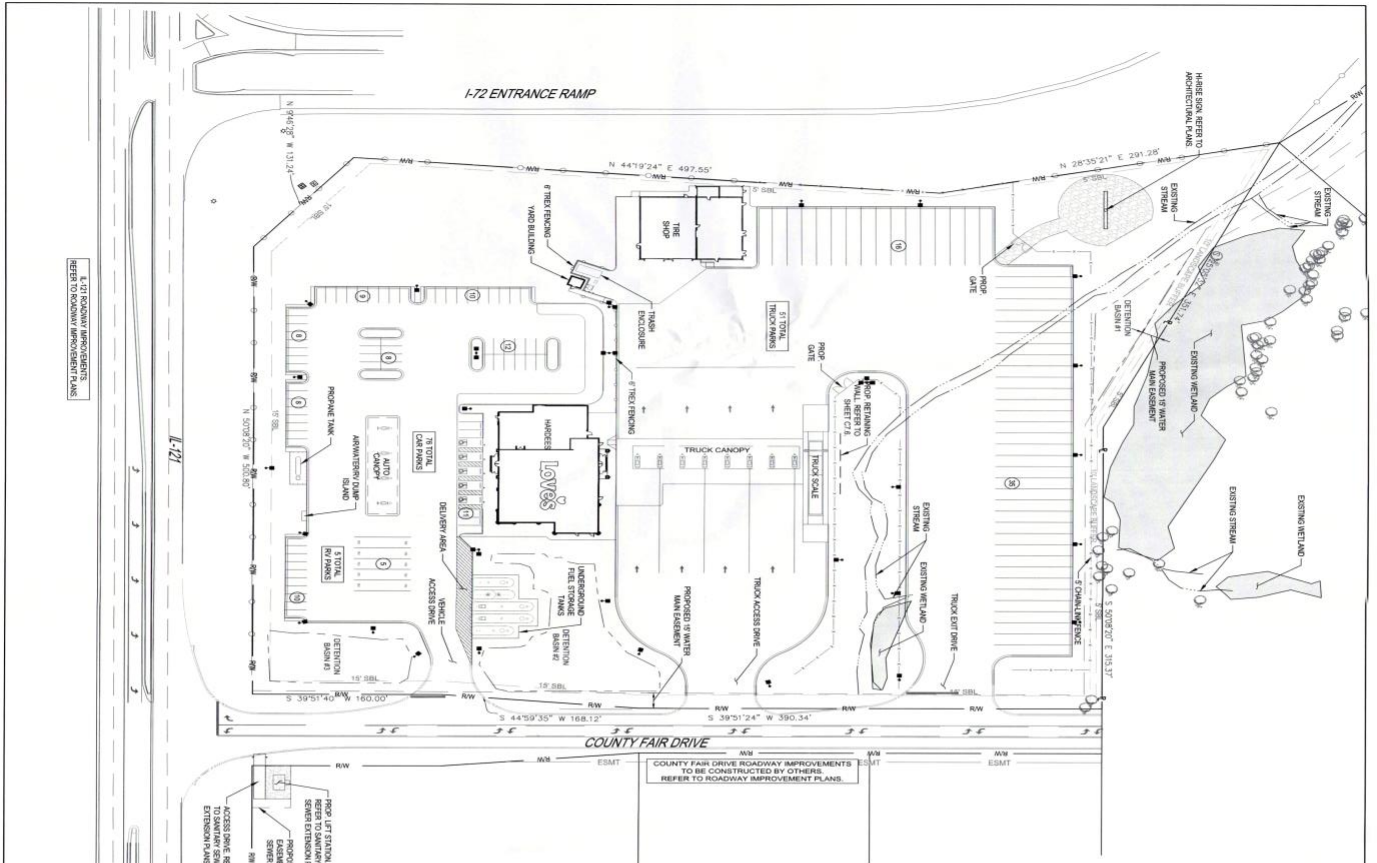
Project #: 752874
Phase:

Date: 1/9/2018
Eng: RTC

Pay Item No.	Description	Quant.	Unit	Unit Price	Amount
X0100003	Clearing and Grubbing	1	LUMP	\$5,000.00	\$5,000.00
20400100	Borrow Excavation	250	CY	\$30.00	\$7,500.00
20500200	Embankment, Special	2488	CY	\$40.00	\$99,520.00
21101505	Topsoil Excavation	204	CY	\$6.00	\$1,224.00
21101505	Topsoil Placement	184	CY	\$6.00	\$1,104.00
25000200	Seeding, Class 2	0.24	ACRE	\$6,000.00	\$1,440.00
Earthwork, Landscaping, and Erosion Control Subtotal=					\$115,788.00
63200310	Guardrail Removal	27	FT	\$9.00	\$243.00
44003100	Median Removal	381	SF	\$5.00	\$1,905.00
44000100	Pavement Removal	4456	SY	\$12.00	\$53,472.00
30103000	Shaping and Grading Roadway	4578	SY	\$7.50	\$34,335.00
30200650	Processing Modified Soil, 12 in	4578	SY	\$10.00	\$45,780.00
42000501	Portland Cement Concrete Pavement 10" (JOINTED)	4578	SY	\$60.00	\$274,680.00
35200500	Cement	5092.57	100 WT	\$8.50	\$43,286.85
Surface Courses, Pavements, Rehabilitation, and Shoulders Subtotal=					\$453,701.85
X0300015	Concrete Wing Wall Removal	2	EA	\$2,000.00	\$4,000.00
60500060	Removing Inlets	6	EA	\$350.00	\$2,100.00
60235700	Inlets, Type A, Type 3 Frame and Grate	6	EA	\$3,000.00	\$18,000.00
44000500	Combination Concrete Curb and Gutter Removal	1539	FT	\$10.00	\$15,390.00
Incidental Construction Subtotal=					\$39,490.00
54263242	Concrete End Section, Standard 542011, 42", 1:2	2	EA	\$2,000.00	\$4,000.00
542A5497	Pipe Culverts, Class A, Type 1, 53"x34" Elliptical	45	FT	\$200.00	\$9,000.00
60603800	Combination Concrete Curb and Gutter, Type B-6.12	1847	FT	\$20.00	\$36,940.00
X2800001	Erosion Control	1	LUMP	\$10,000.00	\$10,000.00
X2810000	Riprap, Special	24	SY	\$8.50	\$204.00
Structures Subtotal=					\$60,144.00
78005100	Epoxy Pavement Marking - Letters and Symbols	548	SF	\$1.32	\$723.36
78005130	Epoxy Pavement Marking - Lines 6"	2815	FT	\$1.25	\$3,518.75
78005180	Epoxy Pavement Marking - Lines 24"	117	FT	\$6.00	\$702.00
X7010100	Traffic Control and Protection (Special)	1	LUMP	\$2,000.00	\$2,000.00
X7830060	Grooving for Recessed Pavement Marking, Letters and Symbols	548	SF	\$11.20	\$6,137.60
X7830074	Grooving for Recessed Pavement Marking 7"	1643	SF	\$1.10	\$1,807.30
X7830090	Grooving for Recessed Pavement Marking 25"	244	SF	\$8.00	\$1,952.00
Work Zone Traffic Control and Protection, Signing, and Pavement Marking Subtotal=					\$16,841.01
SUBTOTAL=					\$685,965
NOTE: Item X2800001, Erosion Control to include all necessary erosion control measures, as specified by the provided County Fair Drive Roadway Plans.	Correction Factor: 100%				\$68,596
	Design Contingency: 10%				\$68,596
TOTAL=					\$754,561

EXHIBIT D

SITE PLAN



LEGEND

- EXISTING
- PROPOSED
- CONCRETE CURB AND GUTTER
- PAVEMENT
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- TRUCK ENCLOSURE
- 5' CHANNEL FENCE
- SETBACK
- NUMBER OF PARKING SPACES
- LIGHT POLE

SITE REQUIREMENTS:

- REAR SETBACK: FRONT YARD: 10' REAR YARD: 5'
- LANDSCAPE BUFFER: 10' FROM SIDE AND REAR PROPERTY LINE; 10' FROM RESIDENTIAL
- STANDARD PARKING: 5' FROM ALL PROPERTY LINES
- MINIMUM DRIVE ASLE: 20'
- LOVE'S COUNTY STORE: (1) SPACE PER 300 SF OF FLOOR AREA
- LOVE'S TRUCK STOP: (1) SPACE PER 300 SF OF FLOOR AREA AND (1) SPACE FOR OVERHEAD TRUCK SERVICE
- RESTAURANT: (1) SPACE PER 100 SF OF FLOOR AREA
- TRUCK ENCLOSURE: (1) SPACE PER 100 SF OF FLOOR AREA
- TRUCK SCALE: (1) SPACE PER 100 SF OF FLOOR AREA
- TRUCK ACCESS DRIVE: (1) SPACE PER 100 SF OF FLOOR AREA
- TRUCK CANOPY: (1) SPACE PER 100 SF OF FLOOR AREA
- TRUCK OFF DRIVE: (1) SPACE PER 100 SF OF FLOOR AREA
- TRUCK SCALE: (1) SPACE PER 100 SF OF FLOOR AREA
- TRUCK ACCESS DRIVE: (1) SPACE PER 100 SF OF FLOOR AREA
- TRUCK CANOPY: (1) SPACE PER 100 SF OF FLOOR AREA
- TRUCK OFF DRIVE: (1) SPACE PER 100 SF OF FLOOR AREA

SITE ANALYSIS

16.9 A.C.
 LOVE'S COUNTY STORE: 4,000 SF
 ATTACHED RESTAURANT: 1,500 SF
 TRUCK SCALE: 1,000 SF
 TRUCK CANOPY: 1,000 SF
 TRUCK OFF DRIVE: 1,000 SF

PARKING PROVIDED:

- 50 ADA COMPLIANT SPACES
- 100 GENERAL PURPOSE SPACES
- 100 TRUCK PARKING SPACES
- 100 TRUCK PARKING SPACES
- 100 TRUCK PARKING SPACES
- 100 TRUCK PARKING SPACES

NOTES:

- REFER TO ROADWAY IMPROVEMENT PLANS
- REFER TO CONSTRUCTION DETAILS SHEETS

OVERALL SITE PLAN

LOVE'S TRAVEL STOP

3925 COUNTY FAIR DR. DECATUR, ILLINOIS

CESO

WWW.CESOINC.COM

NO.	DATE	DESCRIPTION

LOVE'S

800.897.0123

ISSUE DATE: 11/09/2016

DESIGNER: CJK

DRAWN: CJK

CHECKED: MFG

SHEET NO: C4.0

3925 COUNTY FAIR DR. DECATUR, ILLINOIS