

[FOR RECORDER'S USE]

**ANNEXATION AND DEVELOPMENT AGREEMENT
LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.**

Date: _____, 20__

Parties: **THE CITY OF ROCHELLE**, an Illinois municipal corporation

and

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

Property: *16.58 Acres located at the Northeast corner of Rt. 251 and Steward Road, Ogle County, Illinois*

Legal Description: See attached Exhibit A

Property Tax Identification Number(s): **24-36-100-025 and 24-36-100-020**

Common Address: **100 Steward Road.**

Prepared By and Return To:

DOMINICK LANZITO

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Attorney for City of Rochelle

**CITY OF ROCHELLE
ANNEXATION AGREEMENT
[NAME OF DEVELOPMENT]**

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**ANNEXATION AGREEMENT
(INDUSTRIAL/COMMERCIAL)**

This Annexation Agreement (“Agreement”) entered into as of the ___ day of _____, 20___, between the City of Rochelle, an Illinois municipal corporation (“the City”), and LOVE'S TRAVEL STOPS & COUNTRY STORES, INC., an Oklahoma Corporation (collectively “Owner

WITNESSETH

THAT WHEREAS, the City is a non-home rule municipal corporation organized under the laws of the State of Illinois, and has the power to annex territory and to enter into annexation agreements in connection with the annexation of territory, pursuant to the applicable provisions of the Illinois Municipal Code, including without limitation 65 ILCS 5/7-1-8 and 65 ILCS 5/11-15.1-1 *et. seq.*; and

WHEREAS, Owner is currently under contract to purchase approximately 16.58 acres located at the northeast corner of Rt. 251 and Steward Road in Flagg Township, Ogle County, Illinois, the legal description of which is attached hereto as **Exhibit A** and incorporated herein (“the Property”); and

WHEREAS, the Property is not within the corporate boundaries of any incorporated municipality, the Property is contiguous to the City, and there are no electors residing within the Property; and

WHEREAS, a petition for annexation has been filed with the City Clerk of the City, pursuant to 65 ILCS 5/7-1-8, pursuant to which the Owner and Owner seek to have the Property annexed to the City pursuant to the terms of this Agreement; and

WHEREAS, Owner has also petitioned the City for rezoning and classifying the Property and granting of variations to enable development as herein provided; and

WHEREAS, all notices, publication, public hearings, and all other matters required by law have been given and performed by the Corporate Authorities of the City regarding the approval, execution and delivery of the Agreement; and

WHEREAS, Owner has represented to the City that Owner intends to develop the Property in accordance with the provisions of the Rochelle Municipal Code, including without limitation Chapter 22 (Buildings and Building Regulations), Chapter 86 (Subdivisions), and Chapter 110 (Zoning), as may be amended, and as may be modified by this Agreement; and

WHEREAS, Owner’s present Concept Plan for the Property is attached hereto as **Exhibit B** and incorporated herein by reference, but is subject to change during the process of City review and approval, but in all events will be subject to the terms of this Agreement; and

WHEREAS, the City Council of the City of Rochelle, after due and careful consideration, has concluded that the annexation and development of the Property on the terms set forth herein would further the orderly growth of the City and serve the best interests of the citizens of the City; and

WHEREAS, by a favorable vote of at least two-thirds (2/3) of the City Council then holding office, an ordinance has heretofore been adopted authorizing the execution and delivery of this Agreement;

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements contained herein, the parties agree as follows:

1. RECITALS. The recitals set forth above are a material part of this Agreement and are hereby incorporated in this Agreement by reference.

2. GENERAL AND SPECIAL TERMS. This Agreement shall consist of the foregoing recitals, the provisions of paragraphs 1 through 6 and the following:

- (a) The General Terms set forth in Schedule 1 attached hereto;
- (b) The Special Terms set forth in Schedule 2 attached hereto;
- (c) Exhibits A, B, C, D and E attached hereto; and
- (d) All other Exhibits referred to in the General Terms or in the Special Terms.

3. ROCHELLE MUNICIPAL CODE. Except as modified by this Agreement, the provisions of the Rochelle Municipal Code in effect from time to time shall govern the development of the Property and the relationship of the Parties.

4. EXCULPATORY CLAUSE. If applicable, this Agreement is executed by one or more of the Owners, not individually but solely as Trustee under the terms and provisions of the Trust Agreement referred to. All representations and warranties herein contained, excepting those expressly set forth in Section 43(d) of the General Terms, are those of Owner's Beneficiary, and no obligation or liability thereon shall inure or apply against the Owner. Owner's undertakings under this Agreement shall be to execute and deliver the Agreement in accordance herewith and all necessary documents, if any, requisite to consummate the transaction.

5. CONDITION PRECEDENT. The City acknowledges and agrees that (a) Love's is currently under contract, according to that certain Real Estate Purchase Agreement, with an effective date of January 17, 2017 (the "Purchase Agreement"), to purchase the Property, (b) the purchase agreement governs Love's obligations to close on its purchase of the Property, and (c) nothing in this Agreement will be construed to create an obligation on Love's to close on its the purchase of the Property, other than set forth herein. Owner shall be responsible to reimburse City for all costs incurred by the City in

assessing this development, including Legal Fees, Engineering Fees and Traffic Study costs, if the variances, rezoning and annexation is approved by the City, even if Love's does not close the Real Estate Purchase. As such and in addition to any other conditions precedent herein, the obligations of Love's under this Agreement are subject to Love's closing on the Property in accordance with the terms and conditions contained in the Purchase Agreement.

6. ADDRESSES FOR NOTICES. Notices referred to in this Agreement shall be sent to the following addresses, unless otherwise designated in writing:

- If to City: Rochelle City Clerk
420 North 6th St.
Rochelle, IL 61068
- With a copy to: Rochelle City Manager
420 North 6th St.
Rochelle, IL 61068
- With a copy to: Dominick Lanzito, City Attorney
Peterson Johnson & Murray, Chicago, LLC
200 W Adams, Suite 2125
Chicago, Illinois 60606
- If to Owner: Love's Travel Stops & Country Stores, Inc.
10601 N. Pennsylvania Ave.
Oklahoma City, Oklahoma 73120
Attn: Vice-President Real Estate
- With a copy to: Love's Travel Stops & Country Stores, Inc.
10601 N. Pennsylvania Ave.
Oklahoma City, Oklahoma 73120
Attn: Director of Legal & General Counsel
- If to Owner: Love's Travel Stops & Country Stores, Inc.
10601 N. Pennsylvania Ave.
Oklahoma City, Oklahoma 73120
Attn: Vice-President Real Estate
- With a copy to: Love's Travel Stops & Country Stores, Inc.
10601 N. Pennsylvania Ave.
Oklahoma City, Oklahoma 73120
Attn: Director of Legal & General Counsel

Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered,

to the Parties at the addresses shown or at such other addresses as the Parties may, by notice, designate. Notices shall be deemed given on the fifth (5th) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

CITY OF ROCHELLE, an Illinois municipal corporation (“City”)

LOVE’S TRAVEL STOPS & COUNTRY STORES, INC., an Oklahoma Corporation (“Owner”)

By: _____
City Manager

By: _____

Attest: _____
City Clerk

Its: _____

DOMINICK LANZITO
Peterson Johnson & Murray, Chicago, LLC
200 W Adams, Suite 2125
Chicago, Illinois 60606
(312) 782-7150
Attorney for City of Rochelle

**SCHEDULE 1 (GENERAL TERMS)
(INDUSTRIAL/COMMERCIAL)**

**ARTICLE I
TERM, ANNEXATION AND ZONING**

Section 1. Term. The term of this Agreement shall be as set forth in Schedule 2 (Special Terms).

Section 2. Enactment of Annexation Ordinance. Concurrently with the execution of this Agreement (or within such other time as may be set forth in Schedule 2 (Special Terms), the City will enact a valid and binding ordinance (“the Annexation Ordinance”) annexing the Property to the City. The City shall file the Annexation Ordinance and a plat of annexation (to be provided by Owner at Owner’s cost) with the office of the County Recorder within thirty (30) days after enactment of the Annexation Ordinance. Owner shall pay all costs of recordation at the time of recordation.

This Agreement, in its entirety, together with any petitions for annexation or zoning filed in connection herewith, shall be null and void, and of no force or effect unless the Property is annexed to the City contemporaneously with the approval and execution of this Agreement (or within such other time as may be set forth in Schedule 2 (Special Terms)).

Section 3. Adoption of Zoning Map Amendment. Concurrently with the enactment of the Annexation Ordinance, the City will adopt one or more ordinances zoning the Property in the manner set forth in Schedule 2 (Special Terms). The zoning adopted pursuant to this Agreement shall remain in effect throughout the term of this Agreement and after the expiration of this Agreement unless thereafter amended in accordance with applicable law.

**ARTICLE II
CODES, FEES AND REIMBURSEMENTS**

Section 4. Applicability of Codes. Except as otherwise expressly provided in this Agreement, for the period set forth in Schedule 2 (Special Terms), the provisions of the Rochelle Municipal Code Chapters 22 (Buildings and Building Regulation), 86 (Subdivisions), and 110 (Zoning) in effect as of the date of this Agreement shall remain in effect as they pertain to the Property. A true and correct copy of said Chapters shall be initialed by the Parties. The original shall remain with the City Clerk and copies shall be provided to the Owner and the City Manager.

Beginning immediately following the end of the period set forth in Section 4 of Schedule 2 (Special Terms), except as otherwise expressly provided in this Agreement, Owner shall comply with all provisions of the Rochelle Municipal Code then in effect with respect to all aspects of the development of the Property. If, during the term of this

Agreement, the Rochelle Municipal Code is amended in a manner that imposes less restrictive requirements on the development of property within the City with respect to similarly situated Owners, then Owner may elect to proceed under such less restrictive requirement.

Section 5. Limitations on Fees. Attached hereto as **Exhibit C** is a list of the fees and charges (not including user fees) regularly imposed by the City pursuant to the Rochelle Municipal Code on new developments. Minor fees and charges are not included on Exhibit C. Except as expressly set forth in Exhibit C, no fee or charge of any description (except user fees) shall be imposed upon Owner or upon the development and use of the Property for the period set forth in Section 5 of Schedule 2 (Special Terms). The City shall not increase the amount of any fee or charge shown on Exhibit C for the period set forth in Section 5 of Schedule 2 (Special Terms). Thereafter, Owner shall be liable for payment of all fees made generally applicable to all similarly-situated owners, users and Owners of property within the City.

Section 6. [omitted]

Section 7. Reimbursement to City. Owner shall reimburse the City for all actual and reasonable professional fees, costs or other expenses related to the Property incurred by the City in connection with the negotiation and approval of this Agreement and related matters, including without limitation reasonable legal fees, reasonable charges for staff time, planning and engineering consultant fees, and a reasonable portion of the cost of pertinent regional traffic studies, intersection design studies, and review fees and expenses, as detailed on Exhibit C. In accordance with Section 86-57 of the Rochelle Municipal Code, Owner shall deposit the sum set forth in Schedule 2 (Special Terms) with the City (and replenish said deposit as required) to cover these fees, costs and expenses, upon the approval of this Agreement by the City.

Owner agrees to reimburse the City for all amounts payable by the City to the Ogle-Lee Fire Protection District by reason of the application of Section 20(e) of the Fire Protection District Act, 70 ILCS 705/20(e). Owner shall pay such amounts within thirty (30) days after receipt of an invoice from the City showing the basis for the amount due. The City may invoice in advance, and Owner shall pay, an amount estimated to represent five (5) years of such payments, based on the latest amount payable by the City pursuant to said statute.

Additionally, Owner agrees to reimburse City for all amounts paid by City for construction observation expenses incurred in connection with the construction of improvements on the Property, excluding any right of way and roadway improvements, notwithstanding any limitation on such reimbursement contained in the Rochelle Municipal Code; provided that, Love's shall not be responsible for any construction observation expenses above \$5,000.

ARTICLE III DEVELOPMENT

Section 8. City Code to Apply. The Property shall be developed in accordance with the provisions of the Rochelle Municipal Code, except as modified in these General Terms or in Schedule 2 (Special Terms).

Section 9. Signage. Signs identifying the Property shall be in accordance with the City's sign regulations in effect at the time of the execution of this Agreement, unless variations from such sign regulations have been granted by the City. After all sign variations have been submitted to and granted by the City and all required fees are paid, the City will permit Owner to install and erect signs during the construction of the Property as follows. All signs shall be maintained by the Owner and be kept in good repair and condition.

(a) Hi-Rise Signs

- a. One 9' X 15' 5-3/16" Love's & Heart Hi-Rise Sign
- b. One 8' X 19' 5" Hardee's Hi-Rise Sign
- c. One 9' 6" X 36' Price Hi-Rise Sign
- d. Each Hi-Rise Sign may be built with an over-all height up to 50'

(b) Street Sign

- a. One 15' 10" X 10' Love's / Price Sign / Hardee's / Chester's Street Sign

(c) Building signs

Front Elevation

- a. One 76" X 96" Heart & 68" Love's Letters LED illuminated Building Sign above main entrance
- b. One 4' X 5' Echo Heart LED illuminated Building Sign
- c. One 4' 2" X 13' 10³/₄" Hardee's LED illuminated Building Sign
- d. One 3' 11" X 8' 9-16" Chester's LED illuminated Building Sign

Left Elevation

- a. One 4' 2" X 13' 10³/₄" Hardee's LED illuminated Building Sign

Right Elevation

- a. One 4' X 5' Echo Heart LED illuminated Building Sign
- b. One 18³/₄" X 7' Panaflex Love's & Heart Building Sign

Rear Elevation

- a. One 3' 7³/₄" X 12' 12" Hardee's LED illuminated Building Sign
- b. One 18³/₄" X 7' Panaflex Love's & Heart Building Sign

(d) Truck Tire Care Signs

Elevation #1

- a. One 6' 4" X 5' 4½" Fluorescent Illumination Love's Truck Tire Care Sign
- b. One 1' X 3' ½" Fluorescent Illumination Customer Entrance Sign
- c. One 2' X 6' ½" Fluorescent Illumination Michelin Sign
- d. One 2' X 6' ½" Fluorescent Illumination BF Goodrich Sign
- e. One 2' X 6' ½" Fluorescent Illumination Yokohama Sign
- f. One 2' X 6' ½" Fluorescent Illumination Bridgestone Sign
- g. One 2' X 6' ½" Fluorescent Illumination Continental Sign
- h. One 2' X 6' ½" Fluorescent Illumination Goodyear Sign
- i. One 2' X 6' ½" Fluorescent Illumination Firestone Sign

Elevation #2

- a. One 6' 4" X 5' 4 ½" Fluorescent Illumination Love's Truck Tire Care Sign
- b. One 2' X 6' ½" Fluorescent Illumination Michelin Sign
- c. One 2' X 6' ½" Fluorescent Illumination BF Goodrich Sign
- d. One 2' X 6' ½" Fluorescent Illumination Yokohama Sign
- e. One 2' X 6' ½" Fluorescent Illumination Bridgestone Sign
- f. One 2' X 6' ½" Fluorescent Illumination Continental Sign
- g. One 2' X 6' ½" Fluorescent Illumination Goodyear Sign
- h. One 2' X 6' ½" Fluorescent Illumination Firestone Sign

(e) Fuel Canopy Signs

- a. One 2' 3½" X 10' 2½" North Elevation Gas Canopy Sign
- b. One 2' 3½" X 10' 2½" East Elevation Gas Canopy Sign
- c. One 2' 3½" X 10' 2½" South Elevation Gas Canopy Sign
- d. One 2' 3½" X 10' 2½" West Elevation Gas Canopy Sign
- e. One 2' 3½" X 10' 2½" North Elevation Diesel Canopy Sign
- f. One 2' 3½" X 10' 2½" East Elevation Gas Canopy Sign
- g. One 2' 3½" X 10' 2½" South Elevation Gas Canopy Sign
- h. One 2' 3½" X 10' 2½" West Elevation Gas Canopy Sign

(f) Directional Signs

- a. One 4' X 8' LED Illuminated Love's Directional Sign at auto entrance
- b. One 4' X 8' LED Illuminated Love's Directional Sign at truck entrance

- c. One 1' 6" X 3' LED Illuminated Hardee's Directional Sign at drive-thru entrance

(g) Cat Scale Signs

- a. One 5' 4½" X 20' Cat Scale Sign
- b. One 2' X 3' Cat Scale Sign

Section 10. Excavation, Grading, and Preparation of the Property for Development. Prior to the construction of any improvements on the Property (public or private), Owner shall secure any required permits and approvals from any applicable federal or state agencies relating to archeological significance, endangered species, floodplain/floodway or wetlands.

Owner shall have the right, prior to obtaining approval of final engineering drawings and prior to approval of the Final Plat of subdivision by the City, to undertake excavation, preliminary grading work, filling, and soil stockpiling on the Property in preparation for the development of the Property based solely on submittal of a grading plan and soil erosion and sedimentation control plan and drainage plan to the City, which plans shall be approved by the City provided said plans are in accordance with all applicable City codes and ordinances. Such work shall be undertaken without injury to the property of surrounding property owners. A letter of credit, bond or other security in an amount not to exceed 110% of the approved estimated cost of completing preliminary grading work to assure proper site restoration shall be required and submitted by Owner as a condition precedent to the commencement of such work.

Section 11. Construction Traffic Routes and Parking. City may designate routes of access to the Property for construction traffic to protect pedestrians and to minimize disruption of traffic and damage to paved street surfaces; provided, however, that the designated routes shall not unduly hinder or obstruct direct and efficient access to the Property for construction traffic. Owner shall keep all routes used for construction traffic free and clear of mud, dirt, debris, obstructions and hazards and shall repair all damage caused by construction traffic. All construction vehicles, including passenger vehicles, and construction equipment shall be parked within the Property or in areas designated by the City.

Section 12. Dedication and Acceptance of Improvements. Owner shall dedicate to the City the roads, sanitary sewers, storm sewers, water mains and sidewalks, as detailed in Articles III – VI, inclusive (“Improvements”), upon dedicated utility easements and/or public right-of-way within the Property, at the locations and as general depicted on the Plat of Annexation attached as Exhibit D, upon final acceptance by City. Nothing whatsoever shall constitute an acceptance by the City of any Improvement except express acceptance by the City in compliance with the requirements of the Rochelle Municipal Code, including without limitation Sections 86-54 through 86-57. Owner shall post the required surety for all public improvement to be dedicated to the City of Rochelle.

Prior to acceptance of the Improvements by the City, Owner shall execute, or cause to be executed, all documents that the City shall request to transfer Ownership of the Improvements to, and to evidence Ownership of the Improvements by, the City, free and clear of all liens, claims, encumbrances, and restrictions unless otherwise approved by the City. All such documents shall be in form and substance reasonably acceptable to the City and Owner. Owner, at its sole discretion, shall simultaneously grant, or cause to be granted, to the City all reasonably necessary easements or other property rights which the City may require to install, operate, maintain, service, repair, and replace the Improvements that have not previously been granted to the City, free and clear of all liens, claims, encumbrances, and restrictions, unless otherwise approved by the City.

City shall not be obligated to accept any street until all construction traffic on the street has ceased and the street has been completed and, if necessary, restored and repaired. City shall not be obligated to keep any street cleared, plowed or otherwise maintained until the street has been accepted by the City in accordance with this Agreement; provided, however, that the City shall plow any street after the binder has been applied and found acceptable by the City Engineer.

Section 13. Conveyances. Any conveyance of real estate to the City pursuant to this Agreement shall be by special warranty deed, plat of dedication or appropriate dedication on a recorded plat of subdivision conveying fee simple title to the City. Any deed of conveyance shall be subject only to covenants, restrictions and easements of record (provided the same do not render the real estate unsuitable for the purposes for which it is being conveyed), the terms of this Agreement, general taxes for the year in which the conveyance is made, and such other exceptions as may be agreed by the City in writing.

ARTICLE IV UTILITIES

Section 14. Utility Easements. Owner shall provide to City, with no charge, all easements on property necessary to carry out the provisions of this Agreement related to utilities. Upon request by Owner, and subject to limitations as provided by applicable law, City shall, at Owner's expense, use its best efforts to acquire any off-site easements from third parties which are necessary to enable the City to provide water, sanitary sewer and electrical service to the boundaries of the Property in accordance with the provisions of this Agreement. If necessary, and upon request by Owner following Owner's use of its best efforts to acquire any necessary off-site easements for utilities, City will promptly use its power of eminent domain to obtain such off-site easements from third parties at Owner's expense, and Owner shall promptly reimburse City, on an ongoing basis, for all costs and expenses of any such eminent domain proceeding.

Section 15. Costs of Upsizing. Any upsizing of sanitary sewer, water, electrical or fiberoptic systems required by the City for long range planning, over the amounts required herein, shall be paid by Owner in accordance with the Rochelle Municipal Code

and set forth in Exhibit C. The costs to be paid by the City for such upsizing shall include only the costs of materials.

Section 16. Water Service. Owner shall, at its sole cost and expense, construct and install all potable water facilities required from the terminus of existing water mains to the Property line and within the Property, and to the far side of the Property, in accordance with any approved final plat and the provisions of the Rochelle Municipal Code, except as may be expressly set forth in Schedule 2 (Special Terms).

City agrees that it will provide a fully functional potable water supply system sufficient to serve the Property as developed, at the time such system is needed. Nothing in this section shall be deemed to require the City to reserve water capacity in advance of the time it is needed.

Section 17. Sanitary Sewer Service. Owner shall, at its sole cost and expense, construct and install all sanitary sewer facilities required from the terminus of existing sanitary sewer facilities to the Property line and within the Property, and to the far southeast side of the Property, in accordance with any approved final plat and the provisions of the Rochelle Municipal Code, except as may be expressly set forth in Schedule 2 (Special Terms). Owner will also construct a lift station large enough to handle the waste water for its property and the City will pay to increase the capacity of the lift station so that it is large enough to accommodate anticipated developments of adjacent properties. City shall be entitled to recover recapture fees for all of the Sanitary Sewer Service infrastructure from the anticipated development of adjacent properties.

City agrees that it will provide sanitary sewer facilities sufficient to service the Property as developed, at the time such system is needed. Nothing in this section shall be deemed to require the City to reserve sanitary sewer capacity in advance of the time it is needed.

Section 18. Electric and Fiberoptic Service; Street Lights. City shall, at Owner's sole cost and expense, construct all electric and fiberoptic facilities required from the terminus of existing electric facilities to the Property line and within the Property, and to the far side of the Property, in accordance with any approved final plat and the provisions of the Rochelle Municipal Code, except as may be expressly set forth in Schedule 2 (Special Terms).

Owner, at its sole cost and expense, shall install parking area lights within the Property in accordance with this Section and the Rochelle Municipal Code, except as may be expressly set forth in Schedule 2 (Special Terms). The number and location of street lights shall be consistent with the Illuminating Engineering Society (IES) Code. Owner shall pay City the full cost for street light installation and roadwork at the intersection of IL Route 251 and Steward Road prior to the commencement of installation, less the City's contribution of \$350,000.00, to be specifically used for traffic signalization and other intersection improvements at IL Route 251 and Steward Road, as approved by the Illinois Department of Transportation. The street lights referred to in

this section shall also include, at a minimum, street lights within the rights-of-way along those portions of streets, roads or highways (IL Route 251 and Steward Road) that are contiguous to the subject Property then being developed.

ARTICLE V STREETS, SIDEWALKS AND TRAFFIC LIGHTS

Section 19. Interior Roadways and Sidewalks. Owner, at its sole cost and expense, shall construct all interior roadways and sidewalks necessary to service the Property at locations to be determined by the parties, in accordance with the requirements of the Rochelle Municipal Code, except as may be otherwise set forth in Schedule 2 (Special Terms). Sidewalks shall be constructed along both sides of all streets and along any adjacent right-of-way. All roads and streets within the Property shall be public and shall be dedicated to the City.

Section 20. Street Construction Standards. All public roadways to be dedicated to the City shall be constructed in accordance with the standards set forth in the Rochelle Municipal Code, except as may be otherwise set forth in Schedule 2 (Special Terms). All roadways that may be reasonably anticipated to service light industrial uses with semi-truck traffic shall be constructed to Class II Illinois Department of Transportation (IDOT) standards.

Section 21. Traffic Lights. Owner, at its sole cost and expense shall be responsible for the installation of any required or anticipated traffic signal lights as set forth in Schedule 2 (Special Terms). However, the City will reimburse Owner up to \$350,000 , which must only be specifically used for traffic signalization and other intersection improvements at IL Route 251 and Steward Road, as approved by the Illinois Department of Transportation. The provisions of this paragraph shall survive the expiration of this Agreement.

Section 22. Perimeter and Offsite Road Improvements. Owner, at its sole cost and expense shall be responsible for the cost of perimeter and offsite road improvements necessitated in whole or in part by the improvements to be constructed on the Property, on the terms set forth in Schedule 2 (Special Terms).

ARTICLE VI STORMWATER PROVISIONS

Section 23. Stormwater Management; Drainage District Review. Owner shall provide all necessary storm sewers, retention systems and compensatory storage in compliance with all provisions of the Rochelle Stormwater Management Ordinance included within the Rochelle Municipal Code, including without limitation provisions relating to stormwater drainage and detention, stream and wetland protection, soil erosion and sediment control, flood way and flood plain protection, and shall comply with all other applicable law, rules and regulations related to stormwater management. The retention system shall be maintained by the Owner in accordance with covenants

recorded against the Property for that purpose in a safe, sanitary and sightly manner. In determining whether any lot satisfies zoning standards, any part thereof within a retention system may be included as part of the area of said lot.

Owner shall at all times comply with all requirements of applicable ordinances, statutes, rules and regulations then in effect relating to stormwater management, including without limitation provisions of the Rochelle Municipal Code and requirements of the Illinois EPA NPDES, Illinois Department of Natural Resources (IDNR) and the Federal Emergency Management Agency (FEMA), if appropriate.

Owner shall have all stormwater and drainage plans, including a detailed onsite subsurface drainage tile study, reviewed and approved by the appropriate Stormwater Advisory Commission (“Commission”) and shall reimburse the District for the District’s reasonable costs of review; provided that, the Commission shall not unreasonably deny approval of such stormwater and drainage plans. In the event the District fails to complete its review and approval within thirty (30) days following submission of Owner’s plans to the District, the District shall be deemed to have given its approval to the plans. In all events, final approval of stormwater and drainage plans for the Property remains with the City.

Section 24. Stormwater Management Fee. Owner shall pay, as a contractual obligation under this Agreement, all sums provided in the Rochelle Municipal Code and in resolutions of the Rochelle City Council adopted pursuant to the Rochelle Municipal Code, as a Stormwater Management Fee for the Property. The total payment and the timing of the payment shall be as shown in Schedule 2 (Special Terms).OwnerOwner

Section 25. Regional Detention; Reimbursement by City. The parties shall comply with the provisions of the Rochelle Municipal Code, with respect to calculating and accommodating stormwater flows from upstream tributary areas. In the event City should choose to require a regional or oversized stormwater storage facility on the Property, City shall reimburse Owner for the cost of oversizing the facility to accommodate the additional storage volume needed for the upstream tributary area. City’s reimbursement to Owner shall be calculated using Owner’s actual per acre purchase price for any additional land required for such oversizing, together with Owner’s actual cost for any additional excavation and landscaping required for such oversizing. If the City will not require regional stormwater detention on the Property, that agreement will be shown in Schedule 2 (Special Terms).

ARTICLE VII ENFORCEMENT OF COVENANTS

Section 26. Required Provisions. The Covenants shall include, at a minimum, the following provisions: (i) the Owner and subsequent owners shall be responsible for the care, conservation, maintenance and operation, in a first-rate condition and in

accordance with predetermined standards, of the Common Areas, water detention, facilities and property as a whole.

Section 27. Enforcement by City. City may, at its option, enforce any and all covenants, conditions, restrictions, and easements in the Covenants. In such event, the Owner (or Owner) shall reimburse City for all of City's costs and expenses, including without limitation attorney's fees, incurred by City in connection with said enforcement. Nothing in this Section shall be deemed to impose an obligation of enforcement upon the City.

Section 28. Failure to Maintain Common Areas. In the event the City reasonably determines that either the Owner has failed to properly maintain the water detention, buildings, structures, facilities and property as a whole, City may, but is not required to, enter or authorize others to enter onto the Property and to maintain or cause others to maintain the water detention, buildings, structures, facilities, and property as a whole, and in such event the City shall be paid for same pursuant to the imposition of a special service area tax or assessment as set forth herein.

Section 29. Special Service Area for Maintenance. Owner and Owner hereby consent to the establishment of a special service area, pursuant to the provisions of Illinois law, including 35 ILCS 200/27-5, *et. seq.*, consisting of the Property ("Special Service Area"). The Owner Owner nor any lot owner in the Property shall object or cause anyone else to object to the creation of the Special Service Area. The Special Service Area shall be created prior to any building being conveyed within the development, but shall be maintained in inactive status unless and until activated by the City in accordance with the provisions of this Article. The Special Service Area shall not be activated unless and until the City determines that the Owner has properly maintained the subject property on an ongoing basis. The Special Service Area shall continue indefinitely unless the City determines otherwise or as otherwise limited by law.

For the foregoing purpose, the City may levy Special Service Area taxes to the fullest extent provided by law required to maintain the subject property and pay all costs of operation, upkeep, maintenance, repair, replacement, alteration, safekeeping, and improvements for the foregoing, including recovering costs for prior years' as well as current and future years' maintenance, and to recover costs for any and all administrative and legal actions to put into effect or to defend the ability of City to establish and collect taxes from the Special Service Area, in the event that Owner fails to maintain the subject property. The Special Service Area shall be for perpetual duration with a maximum rate of two and one-half percent (2 ½ %) of the assessed value, as equalized on the property in the Special Service Area, excluding all personal property. The actual tax to be levied shall be determined annually based on the best estimate of incurred or expected cost for the City to maintain the subject property and for other costs described herein. The Owner shall be jointly and severally responsible for the City's expense in creating the Special Service Area in an amount not to exceed \$5000.

ARTICLE VIII REMEDIES

Section 30. Remedies Available; No Election. Subject to the indemnity provisions of Article XII, upon a breach of this Agreement, any of the parties, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance or both. No action taken by any party hereto pursuant to the provisions of this Article or pursuant to the provision of any other Article of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non exclusive of any other remedy either set forth herein or available to any party at law or in equity.

Section 31. Notice and Opportunity to Cure. In the event of a material breach of this Agreement (other than non-payment of sums owed), the Parties agree that the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein, (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same).

Section 32. Failure to Cure. If any of the Parties shall fail to perform any of its obligations hereunder (other than non-payment of sums owed), and the party affected by such default shall have given written notice of such default to the defaulting party, and such defaulting party shall have failed to cure such default within thirty (30) days of such default notice (provided, however, that said thirty (30) day period shall be extended if the defaulting party has initiated the cure of said default and is diligently proceeding to cure the same), then, in addition to any and all other remedies that may be available, either in law or equity, the party affected by such default shall have the right (but not the obligation) to take such action as in its reasonable discretion and judgment shall be necessary to cure such default. In such event, the defaulting party hereby agrees to pay and reimburse the party affected by such default for all reasonable costs and expenses (including attorney's fees and litigation expenses) incurred by it in connection with action taken to cure such default.

Section 33. No Waiver. The failure of the Parties to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

Section 34. Force Majeure. If the performance of any obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include acts of

God, war, acts of civil disobedience, strike or similar acts), the time for such performance shall be extended by the amount of time of such delay.

ARTICLE IX LIABILITY AND INDEMNITY

Section 35. City Review. Owner acknowledges and agrees that the City is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the City's review and approval of any plans for the Property or the Improvements, or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property or the Improvements, and that the City's review and approval of those plans and the Improvements and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure Owner, or any of its heirs, successors, assigns, tenants, and licensees, or any other person, against damage or injury of any kind at any time.

Section 36. City Procedure. Owner acknowledges and agrees that notices, meetings, and hearings have been properly given and held by the City with respect to the approval of this Agreement and agrees not to challenge the City's approval on the grounds of any procedural infirmity or of any denial of any procedural right.

Section 37. Indemnity by Owner. Owner shall hold harmless, defend and indemnify the City, the Corporate Authorities, the Plan Commission, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from any and all claims (except for willful misconduct) that may be asserted at any time against any of them in connection with the development, construction, maintenance, or use of any portion of the Property or the Improvements, for activity occurring prior to, or contemporaneously with, acceptance of the Improvements.

Section 38. Indemnity by City. To the fullest extent allowed by applicable law, City hereby agrees to indemnify, defend and hold the Owner, 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 (i) any breach of this Agreement or the performance of the rights or obligations by the City (or any person acting at its direction or on its behalf); and/or (ii) the gross negligence or willful misconduct of the City (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 40 shall survive the expiration, termination or completion of this Agreement.

Section 39. Defense Expense. In the event a party hereto commences litigation or other legal proceeding against another party to enforce any terms of this Agreement, the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental thereto

(including the fees and costs incurred to collect the sums due under this Section 41)OwnerOwner.

Section 40. Assignability and Transfer of Obligations. This Agreement shall inure to the benefit of, and be binding upon, successors of Owner and its grantees, lessees, and assigns, and upon successor corporate authorities of City and successor municipalities, and shall constitute a covenant running with the land.

All obligations assumed by Owner under this Agreement shall be binding on Owner, on any and all of Owner's, successors, and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Property. To assure that Owner's successors, and assigns, and successor owners of all or any portion of the Property have notice of this Agreement and the obligations created by it, Owner shall:

- (a) Deposit with the City Clerk, contemporaneously with the City's approval of this Agreement, any consents or other documents necessary to authorize the City to record this Agreement in the office of the Recorder of Ogle County; and
- (b) Notify the City in writing at least 30 days prior to any date after which Owner transfers a legal or beneficial interest in any portion of the Property to any Person not a party to this Agreement; and
- (c) Incorporate, by reference, this Agreement into any and all real estate sales contracts entered into for the sale of all or any portion of the Property to any person, firm or entity not a party to this Agreement.; and
- (d) Require, prior to the transfer of all or any portion of the Property, or any legal or equitable interest in the Property to any person, firm or entity not a party to this Agreement, the transferee to execute an enforceable written agreement, in substantially the form attached to this Agreement as **Exhibit E** agreeing to be bound by this Agreement ("Transferee Assumption Agreement"), and to provide the City, after request, with reasonable assurance of the financial ability of the transferee to meet those obligations as the City may require provided, however, that the requirements stated in clauses (b), (c) and (d) shall not apply to any contract for, or transfer of, an individual lot or group of lots for which all Improvements have been completed and approved and, if required, accepted pursuant to Section 12 of this Agreement.

The City agrees that after a successor becoming bound to the personal obligation created in the manner provided in this Agreement and providing the financial assurances required in this Section, the personal liability of Owner shall be released to the extent of the transferee's assumption of liability. The failure of Owner to provide the City with a

fully executed copy of a Transferee Assumption Agreement required above by the transferee to be bound by this Agreement and, if requested by the City, with the transferee's proposed assurances of financial capability before completing the transfer shall result in Owner remaining fully liable for all of Owner's obligations under this Agreement but shall not relieve the transferee of its liability for those obligations as a successor to Owner.

ARTICLE X REPRESENTATIONS AND WARRANTIES

Section 41. Representations and Warranties of Owner and Owner. Owner represents and warrants to the City:

(a) that Owner includes all of the legal title holders of record of the Property and/or currently has the legal right to purchase the Property;

(b) that Owner has full power and authority to execute this Agreement and to bind the Property as herein provided;

(c) that the legal descriptions of the Property set forth herein and in the attached Exhibits are accurate and complete;

(d) that the officers of Owner executing this Agreement have been lawfully authorized to execute this Agreement on behalf of Owner and that Owner is lawfully organized and in good standing under all applicable laws;

(e) that there is no litigation pending by or against Owner that would substantially impair its ability to perform its obligations contemplated by this Agreement.

(f) that Owner intends to develop the Property in the manner contemplated in this Agreement;

(g)

Section 42. Representations and Warranties of City. City represents and warrants to Owner and Owner:

(a) that the City Manager and Clerk of the City have been lawfully authorized by the City Council of the City to execute this Agreement on behalf of the City;

(b) that the City has given or caused to be given and published or caused to be published all notices required by law to be given or published in connection with this Agreement or any other action of the corporate authorities required to be taken as a precondition to execution of this Agreement or annexation of the Property, and that all

public hearings required in connection with this Agreement and the annexation of the Property have been held; and

(c) that there is no litigation pending by or against the City that would substantially impair its ability to perform its obligations contemplated by this Agreement.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 43. Continuation of Current Uses. If applicable, the Property is currently being used for the purposes set forth in Schedule 2 (Special Terms). In reviewing this Agreement, the City has given due consideration to the continuation of such current uses. Accordingly, and notwithstanding any provisions of the City Code, the Zoning Ordinance, or any other code, ordinance or regulation, now in effect or adopted during the Term of this Agreement, and notwithstanding the City's subsequent zoning of the Property pursuant to the terms hereof, the current uses of the Property shall be permitted to continue.

Section 44. Amendment. This Agreement, and the exhibits attached hereto, may be amended only by the mutual consent of the Parties, by adoption of an ordinance by City approving said amendment as provided by law, and by the execution of a written amendment by the Parties or their successors in interest.

Section 45. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenant or portion of this Agreement, and to that end, all provisions, covenants, agreements and portions of this Agreement are declared to be severable. If for any reason the annexation or zoning of the Tract is ruled invalid, in whole or in part, the City Council, as soon as possible, shall take such actions (including the holding of such public hearings and the adoption of such ordinances and resolutions) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as disclosed by this Agreement, provided that the foregoing shall be undertaken at the expense of Owner.

Section 46. Entire Agreement. This Agreement sets forth and fully integrates all agreements, understandings and covenants between the Parties with respect to the subject matter hereof, and is intended to supersede and discharge all prior oral or written or contemporaneous oral agreements, negotiations and understandings between the Parties.

Section 47. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

**SCHEDULE 2 (SPECIAL TERMS)
(INDUSTRIAL/COMMERCIAL)**

Section 1. Term of Agreement: 20__ years.

Section 2. Deadline for Annexation of Property: 90__ days
following approval of Agreement by City Council.

Section 3. Zoning of Property: The property will be zoned B-2 per Section 110- 291 District Use Classification, once annexed into the City of Rochelle’s corporate limits.

Section 4. Period of Freezing City Code Provisions: 5__
years.

Section 5. Period of Freezing City Fees and Charges: 5__
years.

Section 6. Deposit for Fees, Costs and Expenses: \$5,000.00
Review Fee_____

Section 7. City Code Variations for Development: The following variances are approved by the City Council with the advice and recommendation of the Planning Committee:

- 1.) The variances for signage set forth in Section 9 of the Agreement.
- 2.) A variance granting relief from Section 110-404 Interior parkways (2) Business Districts 2. ii to allow an earth berm to a minimum slope of 3:1 , to only include the area for the westerly access driveway on the site plan south of the Love’s Hardee’s parking lot near the westerly access driveway entrance for approximately 332’ as shown on the concept plan.
- 3.) A variance granting relief from Section 110-407 Site interior (b) Foundation planting for the tire shop.
- 4.) A variance granting relief Section 11—633, which requires a parking area setback of 20 feet in a B-2 zone from the road right of way, to only include that area for the westerly access driveway entrance for approximately 332’ as shown on the concept plan
- 5.) A variance granting relief from the requirement in Section 110-531 Gasoline (Motor Fuel) Stations (2) that the total height of any overhead canopy or weather protection shall not exceed 20 feet and Owner shall be able to construct a canopy at a height not to exceed 25 feet.

Section 8. Water Service.

As of the date of this Agreement, the City water main has been extended under Interstate 88 along the east side of Illinois Route 251, but no further. In the event Developer chooses to proceed with development of the Property under those circumstances, Developer shall be responsible, at its sole cost, for constructing and installing a 16” water main from the present terminus south along the east side of Illinois Route 251 to Steward Road at a .15% grade and a 12” water main east along the north side of Steward Road to the east property line of the Property.

In the event the City should choose to require upsizing of any water mains beyond the stated sizes, the City shall pay the increased material costs only for such upsizing, in accordance with Section 86-50 of the Rochelle Municipal Code. Owner shall be responsible for obtaining the necessary easements for the water mains, at its sole cost City shall use its best efforts to acquire offsite easements for the water mains along Illinois 251 and Steward Road, without cost to Owner.

Section 9. Sanitary Sewer Service:

As of the date of this Agreement, the City sanitary sewer has been extended under Interstate 88 along the east side of Illinois Route 251, but no further. In the event Owner chooses to proceed with development of the Property under those circumstances, the Owner shall install, at its expense, an 8” sanitary sewer force main from the terminus along Illinois Route 251 to the lift station to be constructed by Owner. Owner shall install at Owner’s expense: (i) a fully-functioning sanitary sewer lift station at a site to be designated by the City on property immediately to the west of the Property (a 17-acre parcel mol with tax identification number 24-36-100-021); and (ii) an 18” gravity sanitary sewer line from the lift station to Steward Road, then an 8” gravity sanitary sewer line east along Steward Road to the east line of the Property, at 0.7% grade with a capacity of 450 GPM, at a depth to be approved by RMU, on or before a date to be determined.

Owner is to pay 100% of the sewer and water improvement, with the exception of the sizing of the lift station; however, owner shall not be obligated to pay any other recapture fee to the City or any other developer for any recapture agreement that predates this Annexation Agreement. The City will pay for the upsizing of the lift station beyond the capacity needed for this development.

Section 10. Special Electric, Fiberoptic and Street Light Provisions: Traffic Control lights at the intersection of Steward Road and Illinois Route 251

Section 11. Special Interior Road Provisions:

Section 12. Traffic Light Provisions:

Intersection: **IL Route 251 and Steward Road**

Owner's Contribution: 100% of the cost, less the City's contribution of \$350,000.00, to be specifically used for traffic signalization and other intersection improvements at IL Route 251 and Steward Road, as approved by the Illinois Department of Transportation. The payment of the reimbursement will be payable over three (3) years from the completion of the development, as follows:

Year One: \$75,000.00
Year Two: \$125,000.00
Year Three: \$150,000.00

These payments will be made on January 1st of the year following the completion of the construction. For example, should the development be completed in 2018, the first payment would take place in January 2019.

Section 13. Perimeter and Offsite Road Improvement Provisions: IL Route 251 intersection and Steward Road including shared use pedestrian path

Owner's Contribution: 100% of the cost

Section 14. Stormwater Management Provisions:

Section 15. Stormwater Management Fee and Payment Provisions:

Fee Amount: \$ 22,100 (based upon 17 _____ acres)
(\$1,300/Acre)

Payment Terms: Due before final plat approval.

**Section 16. Regional Stormwater Detention on the Property X not required
_____ may be required**

Section 17. Current Uses of the Property To Be Permitted to Continue:

Other Special Terms:

Exhibit A
Legal Description

Part of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Thirty-six (36), Township Forty (40) North, Range One (1) East of the Third (3rd) Principal Meridian, Ogle County, Illinois, described as follows:

Beginning at a 5/8" steel pin on the easterly right-of-way line of U.S. Route 251 at a point 650.00 feet South of the centerline of the Interstate Route 88 at Station 4034+50; thence South 1degree 30 minutes 13 seconds East, a distance of 318.89 feet along said easterly right-of-way line to a steel pin; thence North 88 degrees 30 minutes 45 seconds East, a distance of 60.00 feet to a steel pin; thence South 1degree 30 minutes 13 seconds East, a distance of 60.00 feet to a steel pin; thence South 88 degrees 30 minutes 45 seconds West, a distance of 60.00 feet to a steel pin on said easterly right-of-way line; thence South 1 degree 30 minutes 13 seconds East, a distance of 74.25 feet said easterly right-of-way line to a found steel pin at the intersection of said easterly right-of-way line and the northerly right-of-way line of County Highway No. 17 (Steward Road); thence South 74 degrees 03 minutes 28 seconds East, a distance of 83.68 feet along said northerly right-of-way line to a found steel pin; thence North 88 degrees 30 minutes 44 seconds East, a distance of 1039.00 along said northerly right-of-way line feet to a found steel pin; thence North 1degrees 21 minutes 19 seconds West, a distance of 939.77 feet to a found steel pin on the southerly right-of-way line of Interstate Route 88; thence South 56 degrees 40 minutes 03 seconds West, a distance of 824.21 feet along said southerly right-of-way line to a found steel pin; thence South 84 degrees 25 minutes 21 seconds West, a distance of 350.89 feet along said southerly right-of-way line to the point of beginning, containing 16.928 acres, more or less.

Exhibit B Concept Plan

Exhibit C Fee Schedule for the City

Estimated Reimbursable Expenses

The costs identified herein are estimates and Owner and/or Owner shall be solely responsible for all actual costs incurred with the development and construction of the subject Property. All payments of funds herein are due within five days of the closing of the purchase of the Property. Owner shall deposit all funds in an escrow account, to be drawn upon for the Reimbursable expenses set forth in this Fee Schedule. City shall have the authority to withdraw the funds to pay for the Reimbursable Expenses.

1. Professional fees:
 - a. Legal fees. \$25,000

2. Costs or other expenses related to the Property incurred with the development of this property, the negotiation and approval of this Agreement, and related matters:
 - a. Planning and engineering, consultant fees, staff time, review fees and expenses. \$25,000
 - b. Regional traffic studies and intersection design studies. \$38,000
 - c. Sewer and Water improvements (including preliminary and construction engineering and lift station to accommodate the development) \$727,000
 - d. Electrical Infrastructure Improvement (includes transformer, boring costs for distribution line, distribution wire, and materials) \$50,000
 - e. Fiber Optics \$12,000
 - f. Offsite Roadway and intersection improvement costs (including preliminary and construction engineering, signalization, shared use path, street lighting), which does not include a contribution of up to \$350,000 by the City, to be specifically used for traffic signalization and other intersection improvements at IL Route 251 and Steward Road, as approved by the Illinois Department of Transportation. \$973,000

3. Transactional and recording costs: \$2,500

Exhibit D Plat of Annexation

Exhibit E Transferee Assumption Agreement

This document was prepared by,

Dominick L. Lanzito
Peterson, Johnson & Murray – Chicago LLC
200 West Adams – Ste. 2125
Chicago, Illinois 60606

and following recording should
be returned to:

City of Rochelle
420 North 6th Street
Rochelle, Illinois 61068
Attn: City Manager

TRANSFEE ASSUMPTION AGREEMENT

THIS AGREEMENT, made as of this _____ day of _____, 2017,
by, between and among Love’s Travel Stops & Country Stores, Inc., an Oklahoma
Corporation (“Owner”), _____, an
_____ (“Transferee”) and the CITY OF ROCHELLE, Illinois, an
Illinois municipal corporation (“City”),

WITNESSETH:

WHEREAS, pursuant to that certain _____ Agreement dated
_____, 20____, the Transferee agreed to purchase from the Owner certain real
property situated in Ogle County, Illinois and legally described in Exhibit A attached
hereto and by this reference incorporated herein and made a part hereof (“Property”); and

WHEREAS, following the conveyance of the Property by the Owner, the
Transferee will be the legal owner of the Property; and

WHEREAS, the Owner and Transferee represent and warrant that Transferee is
controlled by the _____; and

WHEREAS, as a condition to the conveyance of the Property by the Owner, the
Owner and the City require that the Transferee agree to comply with all the terms,
requirements, and obligations relating to the Property as set forth in Annexation and
Development Agreement dated _____, 2017, and recorded in the Office of
the Ogle County Recorder on _____, as Document No. _____, as well as all

permits and approvals granted as a result thereof (collectively, the “Annexation Agreement”);

NOW, THEREFORE, in consideration of the agreement of the Owner to convey the Property to the Transferee and of the City to accept the transfer of obligations as provided herein and to grant the releases granted herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by, between, and among the City, the Owner, and the Transferee as follows:

1. Recitals. The foregoing recitals are by this reference incorporated herein and made a part hereof as substantive provisions of this Agreement.

2. Assumption of Obligations. The Transferee, on its behalf and on behalf of its successors, assigns, heirs, executors and managers, hereby agrees, at its sole cost and expense, to comply with all of the terms, requirements, and obligations of the Annexation Agreement, including all exhibits and attachments thereto, with respect to the Property.

3. Assurances of Financial Ability. In light of the representation and warranty of the Owner and Transferee regarding their controlling interests, the City shall not require evidence of financial ability as a precondition of the execution of this Agreement.

4. Payment of City Fees and Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required by this Agreement, the Annexation Agreement or by applicable City codes, ordinances, resolutions, rules, or regulations, the Transferee shall pay to the City on or before the date due therefor, all legal, engineering, and other consulting or administrative fees, costs and expenses incurred in connection with the negotiation, preparation, consideration, and review of this Agreement.

5. Acknowledgment and Release of Transferor. The City hereby acknowledges its agreement to the Transferee’s assumption of the obligation to comply with the terms, requirements and obligations of the Annexation Agreement, including all exhibits and attachments thereto, with respect to the Property. In addition, the City hereby releases the Owner from any personal liability for failure to comply with the terms, requirements, obligations, and provisions of the Annexation Agreement pertaining to the Property. Nothing in this Agreement shall alter or otherwise amend the terms, requirements, obligations, and provisions of the Annexation Agreement.

[Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

CITY OF ROCHELLE, an Illinois
municipal corporation (“City”)

**LOVE’S TRAVEL STOPS & COUNTRY
STORES, INC.**, an Oklahoma Corporation
 (“Owner”)

By: _____
City Manager

By: _____

Attest: _____
City Clerk

Its: _____

_____**S, INC.**,
an _____ Corporation
 (“Transferee”)

By: _____

Its: _____

**EXHIBIT A TO TRANSFEREE ASSUMPTION AGREEMENT
LEGAL DESCRIPTION FOR:**

Property Tax Identification Number(s): 24-36-100-025 and 24-36-100-020

Legal Description

Part of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Thirty-six (36), Township Forty (40) North, Range One (1) East of the Third (3rd) Principal Meridian, Ogle County, Illinois, described as follows:

Beginning at a 5/8" steel pin on the easterly right-of-way line of U.S. Route 251 at a point 650.00 feet South of the centerline of the Interstate Route 88 at Station 4034+50; thence South 1degree 30 minutes 13 seconds East, a distance of 318.89 feet along said easterly right-of-way line to a steel pin; thence North 88 degrees 30 minutes 45 seconds East, a distance of 60.00 feet to a steel pin; thence South 1degree 30 minutes 13 seconds East, a distance of 60.00 feet to a steel pin; thence South 88 degrees 30 minutes 45 seconds West, a distance of 60.00 feet to a steel pin on said easterly right-of-way line; thence South 1 degree 30 minutes 13 seconds East, a distance of 74.25 feet said easterly right-of-way line to a found steel pin at the intersection of said easterly right-of-way line and the northerly right-of-way line of County Highway No. 17 (Steward Road); thence South 74 degrees 03 minutes 28 seconds East, a distance of 83.68 feet along said northerly right-of-way line to a found steel pin; thence North 88 degrees 30 minutes 44 seconds East, a distance of 1039.00 along said northerly right-of-way line feet to a found steel pin; thence North 1degrees 21 minutes 19 seconds West, a distance of 939.77 feet to a found steel pin on the southerly right-of-way line of Interstate Route 88; thence South 56 degrees 40 minutes 03 seconds West, a distance of 824.21 feet along said southerly right-of-way line to a found steel pin; thence South 84 degrees 25 minutes 21 seconds West, a distance of 350.89 feet along said southerly right-of-way line to the point of beginning, containing 16.928 acres, more or less.