

ORDINANCE NO. 22-11-15-01

**AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, APPROVING AN ANNEXATION AGREEMENT BETWEEN THE CITY OF WILMINGTON AND LOVE'S, APPROVING A MAP AMENDMENT TO BE ZONED AS B-3 GENERAL COMMERCIAL DISTRICT, AND APPROVING VARIANCES FOR APPROXIMATELY 32.031 ACRES TO THE CORPORATE LIMITS OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS
(AFFECTED PIN NO: 03-17-24-400-007-0000)**

WHEREAS, a written petition, signed by Love's Travel Stop's & Country Stores, Inc., the legal fee title owners of record of all land within the territory legally described in Exhibit A to Exhibit 1 and portrayed in the Plat of Annexation in Exhibit B to Exhibit 1 (hereinafter described as "Subject Property"), was been filed with the City Clerk and is requesting that the Subject Property be annexed to the City of Wilmington and requesting that the Annexing Property be designated as B-3 general commercial district;

WHEREAS, the Owner is also requesting approval of variances for Subject Property and is ready, willing, and able to enter into the Annexation Agreement attached hereto as Exhibit 1 (hereinafter referred to as the "Agreement") and to perform the obligations as required hereunder; and

WHEREAS, there are no electors residing in Subject Property; and

WHEREAS, the said Subject Property is a territory not located within the corporate limits of any municipality, but is contiguous to the City of Wilmington; and

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by state statute; and,

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the Office of the Recorder of Will County; and,

WHEREAS, the statutory procedures provided in Section 11-15.1-1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1) for the execution of the annexation agreement have been fully complied with; and

WHEREAS, Love's and the City of Wilmington entered into a valid and binding Annexation Agreement attached hereto as Exhibit 1; and

WHEREAS, all petitions, documents and other necessary legal requirements are in compliance with the terms of the Annexation Agreement and with the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8); and

WHEREAS, pursuant to notice required by law, the City of Wilmington Planning and Zoning Commission held a public hearing on the annexation agreement and map amendment, but did not recommend City Council to approve such agreement; and

WHEREAS, City Council finds that the requisite findings of fact are satisfied and that it is in the best interest of the City of Wilmington to annex the Subject Property to the City of Wilmington, approve a map amendment to Subject Property to be zoned as a B-3 general commercial district, and approve variances pursuant to the terms in substantially the same form as stated in the Annexation Agreement attached hereto and as set forth in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WILMINGTON, WILL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. INCORPORATION OF RECITALS

The above recitals and all exhibits referred to in this Ordinance are incorporated herein.

SECTION 2. ANNEXATION

That the territory described in Exhibit A to Exhibit 1 and portrayed in Exhibit B to Exhibit 1 attached hereto and incorporated herein together with adjacent road rights of way is hereby

annexed to the City of Wilmington, an Illinois Municipal Corporation, Will County, Illinois. An accurate plat of annexation of the territory is attached hereto in Exhibit B to Exhibit 1.

SECTION 3: ANNEXATION AGREEMENT

The Annexation Agreement in substantially the form of Exhibit 1 is hereby approved, and the Mayor and Deputy City Clerk are hereby authorized and directed to execute the Annexation Agreement on behalf of the City.

SECTION 4: MAP AMENDMENT TO B-3 GENERAL COMMERCIAL DISTRICT

That the requested map amendment to the territory described as Subject Property in Exhibit A to Exhibit 1 and portrayed in Exhibit B to Exhibit 1 is hereby granted as provided in the Annexation Agreement, subject to the following conditions:

1. Subject Property, as described in Exhibit A to Exhibit 1, is hereby designated as a B-3 General Commercial District, as presently defined in the Wilmington Code of Ordinances with a copy of such regulations attached hereto and incorporated in the ordinance Exhibit 2.
2. Except as provided in the Annexation Agreement (“the Agreement”) attached hereto as Exhibit 1 of this Ordinance, the Petitioner shall fully comply with all other B-3 General Commercial Districts regulations and other applicable City Ordinances.

SECTION 5. ANNEXATION TO BE RECORDED AND FILED

The City Clerk shall record with the Office of the Will County Recorder of Deeds and to file with the Will County Clerk a certified copy of this Ordinance together with exhibits showing an accurate map of the territory annexed within the time required by law.

SECTION 6: CLERK TO NOTIFY ENTITIES

Within thirty (30) days after this Ordinance is passed, the City Clerk shall notify in writing by certified mail the Will County election authorities and the post office branch serving the territory.

SECTION 7: VARIANCES

That the following variances are hereby granted to Subject Property:

1. Variance from Section 96.17 – Signs in Commercial Districts; to vary the maximum sign square footage permitted to allow for the Love’s Sign Package attached to Exhibit C for a maximum sign square footage of 783.81 square feet.
2. Variance from Section 150.86 – Screening between nonresidential and residential zoning districts; to allow for screening by a five (5) foot-tall fence along the west side of the truck parking area in place of the required plantings and eight-foot-tall fence or berm required by section 150.86 within the rear setback.

SECTION 8: OWNER TO RECORD WITH THE WILL COUNTY RECORDER

The Owner shall hereafter record this Ordinance including the Annexation Agreement, Plat of Annexation, and Site Plan in the Office of the Will County Recorder.

SECTION 9: SEVERABILITY

If any section, paragraph, subdivision, clause, sentence, or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 10: REPEALER

All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed.

SECTION 11: EFFECTIVE DATE

This Ordinance shall be in full force and effect thirty (30) days from and after its passage, approval, and publication as provided by law.

PASSED this ____ day of _____, 2022 with ____ members voting aye, ____ members voting nay, the Mayor voting _____, with ____ members abstaining or passing and said vote being:

Kevin Kirwin	_____	Ryan Jeffries	_____
Dennis Vice	_____	Ryan Knight	_____
Leslie Allred	_____	Jonathan Mietzner	_____
Todd Holmes	_____	Thomas Smith	_____

Approved this ____ day of _____, 2022

Ben Dietz, Mayor

Attest:

Deputy City Clerk

EXHIBIT 1
ANNEXATION AGREEMENT

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT is made and entered into this ____ day of _____, 2022, between the City of Wilmington, Illinois, a Municipal Corporation of the County of Will in the State of Illinois, (the “City”), and Love's Travel Stops & Country Stores, Inc., an Oklahoma corporation (“Love’s”).

RECITALS:

WHEREAS, Love’s or an affiliate of Love’s is under contract to acquire the following described unincorporated land, described as Lot 1 (the “Property”) legally described on Exhibit A, and described and depicted in the Plat of Annexation attached hereto as Exhibit B (the “Plat”), from Harwood Enterprises, LLC (the “Current Owner”) and upon the acquisition of the Property, pursuant to the terms of this Agreement, certain improvements shall be dedicated to the City; and

WHEREAS, Love’s has filed, or will file, with the Zoning Commission variance requests, for purposes of approving the sign package set forth on Exhibit C attached hereto (the “Variance Requests”), asking that, following the annexation of the Property and simultaneously with the approval of the rezoning of the Property to B-3, such Variance Requests be approved in accordance with the requirements of the Zoning Ordinance; and

WHEREAS, Love’s desires to develop the Property as a retail facility housing a travel stop, restaurant, and related facilities (the “Project”); and

WHEREAS, Love’s desires to have the Property annexed into the City upon certain terms and conditions as set forth in this Agreement; and

WHEREAS, The Property is currently unoccupied and having no electors residing therein, is contiguous with the City, is not within the existing territorial limits of any municipality, and constitutes territory which may be annexed to the City as provided by Article 7 of the Illinois Municipal Code (65 ILCS 5/7-1-1 et. seq.); and

WHEREAS, Love’s and the City desire to obtain assurances from one another concerning the application of the City’s ordinances to the Property and concerning other matters covered by this Agreement, for a period of twenty (20) years from and after the execution of this Agreement; and

WHEREAS, Pursuant to Section 15.43 of the Zoning Ordinance of the City of Wilmington (the “Zoning Ordinance”), the Property will be zoned A-1 immediately upon annexation, then the City’s Planning and Zoning Commission (the “Zoning Commission”) shall present to City Council

its findings and recommendation on Love’s application for a map amendment to classify the Property as B-3 (General Commercial District) under the Zoning Ordinance; and

WHEREAS, The City, after due and careful consideration, and after considering the reports and recommendations of the Zoning Commission, has concluded that the annexation of the Property to the City on the terms and conditions set forth in this Agreement would further the orderly growth of the City, enable the City to control further development of the City and the annexation territory in a manner consistent with the general purpose of the Zoning Ordinance, permit the sound planning and development of the City, and serve the best interests of the City; and

WHEREAS, Pursuant to the provisions of Division 15.1 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, *et seq.*), a proposed annexation agreement in substance the same as this Agreement was submitted to the corporate authorities for the City (the “Corporate Authorities”) and a public hearing was held on this Agreement on November 15, 2022, pursuant to proper and lawful notice, as provided by statute.

NOW, THEREFORE, for and in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and the sufficiency of which is hereby expressly acknowledged, the Parties hereby agree as follows:

1. RECITALS. The Recitals are hereby incorporated in and expressly made a part of this Agreement.

2. ANNEXATION.

2.1 Applicable Law. This Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 *et. seq.* and Section 7-1-1 *et. seq.* of the Illinois Municipal Code.

2.2 Annexation Petition. Love’s has filed with the City Deputy Clerk a proper Petition for Annexation (the “Petition”) to annex the Property to the City pursuant to and in accordance with the provisions of Section 7-1-8 of the Illinois Municipal Code, contingent, however, upon (i) the execution of this Agreement and compliance with the terms contained herein, and (ii) closing of its acquisition of the Property from Current Owner. A copy of the said petition is attached hereto as Exhibit D. If all contingencies are not met within one hundred and eighty (180) days of the date the City approves this Agreement, then this Agreement shall be null and void and the Property will not be annexed. Provided, however, the City shall be able to enforce all accrued liabilities.

2.3 Enactment of Annexation Ordinance. The Corporate Authorities shall enact an Ordinance (the “Annexation Ordinance”) annexing the Property to the City after execution of this

Annexation Agreement. Prior to such annexation, Love's shall provide to the City a Plat of Annexation. Certified copies of the Annexation Ordinance, along with copies of the Plat of Annexation, shall be promptly recorded by the City with the Will County Recorder's Office and filed with the Clerk of Will County after their passage and approval.

3. ZONING.

3.1 Enactment of Zoning Ordinance. Concurrent with the approval of the annexation of the Property by the City Council, and at the same meeting, the Zoning Commission shall have previously held a public hearing and shall present its findings and recommendation from the public hearing on the requested map amendment to the Zoning Ordinance designating the zoning classification of the Property as B-3 (General Commercial District), as well as any requested variances. The City Council shall then proceed with the amendment in accordance with the Zoning Ordinance and applicable law, such that the Property shall be zoned B-3 (General Commercial District) as well as any requested and approved variances.

3.2 Variances. Immediately following the annexation of the Property and concurrently with the rezoning of the Property as set forth in Section 3.1, above, the Zoning Commission shall take all necessary action to notice, hear, and approve the Variances Requests as provided in Section 150.18 of the Zoning Ordinance. Upon approval of the Variance Requests by the Zoning Commission, the City attorney and Zoning Commission shall take all necessary actions to cause the Variance Requests to be approved by the City Council as provided in Sections 150.18(K)-(N) of the Zoning Ordinance concurrently with the approval of the rezoning of the Property to B-3 (General Commercial District).

4. UTILITIES

4.1 Water. Love's must connect and the City shall be obligated to allow connection of the structures and their fire suppression systems contemplated to be built on the Property to the City's water supply system and to supply water thereto in conformance with City and IEPA water supply standards unless prevented by a force majeure. Connection to the City's water line shall be located at the northeast corner of the Property.

4.2 Utility Easements. Love's shall be responsible for obtaining and paying for any permanent utility easements or otherwise securing sufficient property interests for any water and sewer main extensions required to provide such service for the Property, and Love's shall be responsible for all applicable fees and expenses in installing or extending City water and sewer services to the Property, and for connecting to the City water and sewer service lines. Said easements shall grant the City the right to extend and maintain City water and sewer service for

providing such service to the Property. The City shall provide water and sewer service to the Property at the same rate charged for properties within its corporate boundaries.

4.3 Sewage Treatment Facilities. Love's, at its expense shall connect and the City shall allow Love's connection to the sanitary sewer system within the City in conformance with all applicable ordinances. Connection to the sanitary line shall be located at the northeast corner of the Property. All costs associated with any additions, modifications, upsizing or expansions shall be borne by Love's.

4.4 City Cooperation. The City shall cooperate with Love's, in (i) obtaining any easements or other property interests including those in favor of the City, as necessary; and (ii) applying for and obtaining such non-City governmental permits and approvals, in each case as may be required from time to time to develop the Property in accordance with City's Ordinances, Zoning Ordinances, the Site Plan attached hereto as Exhibit F, and this Agreement. Such permits and approvals shall include, but not be limited to, those issued or required by the IEPA, the United States Environmental Protection Agency (the "USEPA"), the Illinois Department of Transportation ("IDOT") and the Army Corps of Engineers (the "Corps") for any purpose, including access, construction and use of sewer and water mains and the construction of roadways and storm water retention or detention areas.

4.5 Capacity User Fees. Love's shall pay any and all sanitary sewer service and water service capacity user fees for connections to the sanitary sewer and water service lines servicing the Property and Project consistent with Section 52.29 of the City's Code.

5. DEVELOPMENT PROVISIONS.

5.1 Signs. At no time shall Love's install on the Property or otherwise use blinking or attention-getting signs on the Property. In the event a sign malfunctions, the sign shall be turned off as soon as practicable until repaired. All signs shall comply with the City's sign ordinance and/or variances granted to vary from such ordinances, and shall comply with the sign package as set forth on Exhibit C.

5.2 Reserved.

5.3 Landscaping. Subject to limitations imposed by planting seasons and other weather events, all landscaping and fencing, if any, on the Project will be substantially complete prior to issuance of an occupancy permit. The landscaping shall comply with the Landscape Plan attached to hereto as Exhibit E (the "Landscape Plan"). All Final Landscaping Plans shall be reviewed and approved by the City. Notwithstanding the foregoing, Love's shall work with City staff to add

evergreen screening or berms on the eastern side of the property, along the Road, and near the dog park to limit the view of truck parking from Route 53, and to minimize noise and glare from trucks.

5.4 Alexander Farm Road. Love's acknowledges that the access road for the Property from Route 53 shall be identified as Alexander Farm Road (the "Road"). Love's agrees it shall be fully responsible to install, maintain, repair, reconstruct, and resurface the Road, any required curbing, drainage systems, and signage on the Road (hereinafter "Road Improvements") as may be reasonably determined by Love's. Subject to Love's entering into one or more cross-access easements with adjoining properties, on terms reasonably acceptable to Love's, which may require equitable financial contributions by such landowners for the maintenance, reconstruction, resurfacing, and/or repair of the Road, Love's shall provide ingress and egress to and from adjoining properties via the Road. Such easements shall then be recorded. Upon request by the City at any time, Love's shall dedicate the Road to the City. Upon such request to dedicate, Love's shall provide a maintenance and performance bond for purposes of maintaining, repairing, or replacing the Road Improvements, which performance bond shall expire no later than ten (10) years following the opening of the Project to the public. Prior to the City accepting such dedication, Love's shall financially be responsible to reconstruct and/or rehabilitate the Road to the then existing standards as shall be required and approved by the City. However, at no point shall the City be obligated to accept such dedication.

5.4.1 No Parking. Parking shall be prohibited the Road.

5.4.2 Road Signage. Love's shall comply with all applicable ordinances and regulations with respect to signage in the Road.

5.5 Development Standards and Architectural Guidelines. All development on the Property must conform with the Development Standards and Architectural Guidelines required by the City of Wilmington Code of Ordinances and shall be consistent with the plans attached to this Agreement as Exhibits.

5.6 Lighting. Love's agrees to install all lighting as downlit lighting, with photometrics not exceeding zero at the property line, as provided in the lighting plan set forth in Exhibit G.

5.7 Reserved.

5.8 Security System. Love's shall install and maintain security and surveillance systems and cameras to adequate and sufficiently surveil the Property. Love's shall provide its video surveillance plan to the City's staff for input regarding the sufficiency of coverage and video resolution.

5.9 Multiuse Path. Love's shall design and install, at its own expense, a multiuse asphalt path on the Route 53 facing side of its property. The design and location must be reviewed and approved by the City prior to construction of such path. Upon completion of construction and after obtaining City approval, the multiuse path shall then be dedicated to the City, which shall be solely responsible for its maintenance except that Love's shall be responsible for snow removal along the multiuse path.

5.10 Reserved.

5.11 Ordinance and Building Code Amendments. Unless specifically set forth in this Agreement or the Zoning Ordinance, the Love's Property shall be developed, constructed and maintained in conformance with the ordinances of the City as from time to time adopted or amended.

5.12 Future Development, Signalization, and Intersection Improvements. Upon the one-time request of the City or at the 10th anniversary of Love's certificate of occupancy, whichever occurs first, Love's shall financially provide for a traffic study to be completed by a firm at the choice of the City to determine the need for a signalized intersection of Route 53 and the Road. Upon determining the need for a signalized intersection at any time, Love's shall be financially responsible for the City's share of the costs to construct traffic signalization, interconnection of the signals to other Route 53 signals, and any other necessary intersection improvements, and shall initiate permitting and construction by no more than two (2) years after the date on which the need for such signalization is determined. Notwithstanding anything to the contrary in this Section 5.12, in the event any traffic study is required by the City in connection with, or arising out of the potential use of, any development or proposed development of any other parcel other than the Love's Property, Love's and any other developer or owner of such other parcel(s) shall be proportionally responsible for the cost of such traffic study, and Love's shall not have any liability therefor.

5.13 Surety. Love's shall post a maintenance bond in a form approved by the City in an amount not less than 110% of the City Engineer's estimate for all infrastructure required under this Agreement, except as set forth in Section 5.4. The maintenance bond shall remain in effect for a period of one (1) year following final acceptance of improvements.

5.14 Prevailing Wage Act. Love's shall comply with the Illinois prevailing wage act and any other applicable requirements under law.

6. Reserved.

7. CITY APPROVALS.

7.1 Issuance of Permits. Except as expressly provided elsewhere in this Agreement, following City approval of Love's final site plan for the Project (the "Final Site Plan") and final engineering, payment of all City expenses and fees, and approval and execution of this Agreement, application may be made for and the City shall issue building permits to begin construction upon portions of the Property provided that the application complies substantially with the Final Site Plan, this Agreement, and all applicable City ordinances.

7.2 Plan Approval. City further agrees to review Love's Final Site Plan within thirty (30) business days of its receipt thereof and to review Love's IEPA application, if applicable, within thirty (30) days of submission. If the application or the plans (including engineering plans and landscape plans) are disapproved, the City shall provide the applicant with a statement in writing specifying the reasons for denial of the application or the applicable plans. Love's shall thereafter resubmit the application or plans as the case may be, and City shall, within twenty (20) days, again review the application or plans. The City shall not be obligated to approve plans that do not conform with the City ordinances subject to any qualifications provided in this Agreement.

7.3 Approval of Plans. The City hereby acknowledges that the plans attached to the Zoning ordinance are hereby approved by the City, subject to final engineer and staff review. Those plans include: signage, architecture, elevations, site plan, and landscape. The Lighting Plan shall be part of the Engineering Review.

7.4 Grading Permits. Upon approval of site development permits in conformance with City ordinances, the City will grant to Love's permits to perform mass grading and excavation at the Property as Love's deems necessary prior to Love's obtaining final approval of the engineering plans.

7.5 Stormwater Management. Stormwater Management areas shall conform with the applicable stormwater management ordinances.

8. Reserved.

9. Following the opening of the Facility to the public and upon the identification by the City of specific issues (if any) related to traffic safety on the Love's Property, Love's and the City agree to cooperate and evaluate entering into a contract to the extent permitted by Section 11-209 of the Illinois Traffic Code (625 ILCS 5/11-209) in order to address such issues.

10. IMPLEMENTATION OF AGREEMENT.

10.1 Governmental Services. The Corporate Authorities agree to aid Love's and to cooperate reasonably with Love's in their dealings with any and all applicable governmental bodies and agencies in obtaining utility services and other governmental services for the Property.

10.2 Reserved.

10.3 Professional Service Fees. City and Loves entered into a City Reimbursement Agreement requiring Love's to promptly reimburse the City for certain fees incurred by the City in conjunction with the Project which shall survive this Agreement.

10.4 Merger. The agreements herein contained shall survive the annexation of the Property and shall not be merged or extinguished by the annexation of the Property or any part thereof to the City.

10.5 Corporate Authorities. The parties acknowledge and agree that the individuals or members of the group constituting the Corporate Authorities of the City are entering into this Agreement in their corporate capacities as members of such a group and shall have no personal liability in their individual capacities.

10.6 Term of Agreement. This Agreement will be binding upon all parties for a term of 20 years from the date of last execution of this Agreement by the parties hereto.

10.7 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. If all or a portion of the Property is conveyed, the grantor shall be deemed to have assigned to the grantee any and all rights and obligations it may have under this Agreement which affect the Property conveyed, and thereafter upon posting of replacement surety the grantor shall have no further obligations under this Agreement as it relates to the portion of the Property conveyed. Provided, however, that this release does not affect any liability which has accrued prior to the conveyance or the obligation to reimburse professional fees as set forth in 7.2.

10.8 Time of the Essence. It is understood and agreed that time is of the essence of this Agreement and that all parties will make every reasonable effort to expedite the subject matters hereof. The failure of the parties to insist upon strict and prompt performance of the terms, covenants, agreements, and conditions contained herein, 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.

10.9 Binding Effective Agreement. This Agreement shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and assigns. It is the express intention of the parties that the provisions of this Agreement do not create, either expressly or equitably, any third-party beneficiary.

10.10 Notices. Any notice required pursuant to the provisions of this Agreement shall be in writing and shall be hand delivered by a nationally recognized overnight courier, or sent by certified mail return receipt requested, postage prepaid, to the following respective addresses until notice of change of address is given, and shall be deemed received, if hand delivered once so delivered, or, if by nationally recognized overnight courier, on the immediately following business day, or, if mailed by certified mail, on the third business day following deposit in the U.S. mail:

If to Loves:

With a copy to:

If to City: City of Wilmington
Mayor
1165 S. Water Street
Wilmington, Illinois 60481

With Copies to: City of Wilmington
City Administrator
1165 S. Water Street
Wilmington, Illinois 60481

And

Mahoney, Silverman & Cross, LLC
822 Infantry Drive, Suite 100
Joliet, Illinois 60435
Attention: Bryan M. Wellner

10.11 Default. In the event any party defaults in its performance of its obligations as set forth in this Agreement, then the non-defaulting party shall give written notice to the defaulting party setting forth the alleged default in detail. The defaulting party shall have 60 days thereafter to cure the default or provide evidence that such default shall be cured in a timely manner if it cannot be cured during said period. In the event that the defaulting party disputes the existence of the default set forth in such notice or fails to so cure the default or to provide evidence that such default shall be cured in a timely manner, then following expiration of said 60 day period, the non-

defaulting party may seek to enforce this Agreement in any Court of competent jurisdiction in Will County Illinois by appropriate action at law or in equity.

10.12 Conflicts with City Ordinances. If in interpreting this Agreement or considering matters affecting the Property, a conflict arises or exists between City ordinances or regulations and this Agreement, this Agreement shall control. Such conflicting ordinances or regulations of the City shall, insofar as it conflicts with this Agreement and applies to the uses and operations of the Property which are provided for in this Agreement, or limits the rights granted to Love's or increases the obligations of Love's over those contained in this Agreement, be deemed of no force and effect. The parties intend that Love's shall comply with those ordinances of the City which do not directly conflict with this Agreement. In the event any action is brought to enforce any term, condition or provision of this Agreement, the prevailing party shall be paid its reasonable legal fees and expenses and court costs by the other party as awarded by the Court.

10.13 Venue. In the event that this Agreement must be enforced by judicial proceedings, the parties agree that such proceedings shall be conducted only in the Circuit Court of Will County, Illinois or the U.S. Federal Court for the Northern District of Illinois.

10.14 Definitions. Terms not specifically defined in this Agreement shall have the meanings attributed to them in the City Code of Ordinances.

10.15 Entire Agreement. This Agreement sets forth all agreements, understandings, and covenants between and among the parties. This Agreement supersedes all other prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire Agreement of the parties.

10.16 Governing Law. This Agreement shall be governed by the laws of the State of Illinois and shall be enforceable by any party hereto by any appropriate action at law or in equity to secure the performance of the covenants herein contained.

10.17 Amendments. The parties agree that this Agreement and all Exhibits attached hereto may be amended only by the mutual consent of the parties by the adoption of an Ordinance or resolution of the City approving said amendment, as provided by law, and the execution of said amendment by the parties hereto or their successors in interest.

10.18 Invalidity of Zoning. If, due to a procedural error or omission on the part of the City, the zoning change referenced herein is ruled invalid for all or part of the Property by a court of competent jurisdiction, then the City, to the extent permitted by law, shall take such action as may be required to correct the procedural defect and re-approve the zoning.

11. INDEMNIFICATION. To the extent permitted by law, Love's, for itself, its successors and assigns (use of the term "Love's" herein includes successor and assigns), indemnifies, defends, and holds the City, together with its past, present and future officials, officers, agents, consultants, and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitation reasonable attorneys' fees and court costs) (collectively, "Claims") suffered or incurred by the City which are caused as a result of (i) Love's failure to substantially comply with any of the terms, covenants or conditions of this Agreement; or (ii) any claim or cause of action for injury or damage brought by a third party arising during the construction of the Project by Love's; or (iii) any challenge to this Agreement or any action taken by the City as a result of this Agreement. Notwithstanding the foregoing, in no event shall Love's be liable for any (a) any punitive, consequential, special, indirect, incidental, and/or exemplary damages and/or lost profits, and the City agrees not to make any claim or demand for such damages and/or lost profits against Love's; or (b) any Claims arising out of the City's, its Corporate Authorities, or any of their respective employee's, agent's, or contractor's negligence, willful misconduct, or failure to comply with any law, rule, regulation, ordinance, or other governmental authority.

12. LIABILITY AND RISK INSURANCE. In addition to and not in lieu of indemnification, prior to commencement of any Public Improvements Love's (or the Love's contractor) shall procure and deliver to the City, at Love's (or such contractor's) cost and expense, and shall maintain in full force and effect until each and every obligation of Love's contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, if applicable and worker's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than Two Million Dollars (\$2,000,000) each occurrence and Five Million Dollars (\$5,000,000) total, all such policies to be in such form and issued by such companies as shall be reasonably acceptable by the City to protect the City and Love's against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project or the improvements or the construction and improvement thereof. Each such policy shall, except the Worker's Compensation, name the City together with its officials, officers, agents, consultants, and employees a primary, non-contributory additional insureds and shall contain an affirmative statement by the insurer that it will give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy. All policies shall be written on an occurrence basis. This insurance requirement shall terminate when the Project is complete and open to the public.

14. FURTHER ASSURANCES. The City and Love's shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances and the taking

of such other actions as may be necessary to enable the compliance by the City and Love's with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms.

[SIGNATURES AND NOTARIZATION APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the City Council of the City of Wilmington, Illinois and Love's set their hands and seals and have caused this instrument to be executed by all on the date and year set forth above.

CITY OF WILMINGTON:

ATTEST:

By: _____
Name: Ben Dietz
Title: Mayor

By: _____
Name: Joie Ziller
Title: Deputy City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF WILMINGTON)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Ben Dietz and Joie Ziller, personally known to me to be the Mayor and the Deputy City Clerk of the **CITY OF WILMINGTON**, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said municipality, for the uses and purposes therein set forth; and on their oath stated that they were duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this _____ day of _____, 2022.

Notary Public

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

By: _____

Its: _____
Title

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO
HEREBY CERTIFY that _____, personally known to me to be
the _____ of Love's Travel Stops & Country Stores, Inc., appeared before me
this day and acknowledged that he or she signed, sealed and delivered the said instrument as his
or her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and
purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2022.

Notary Public

EXHIBIT A

Legal Description

METES & BOUNDS PROPERTY DESCRIPTION (PROPOSED LOT 1)

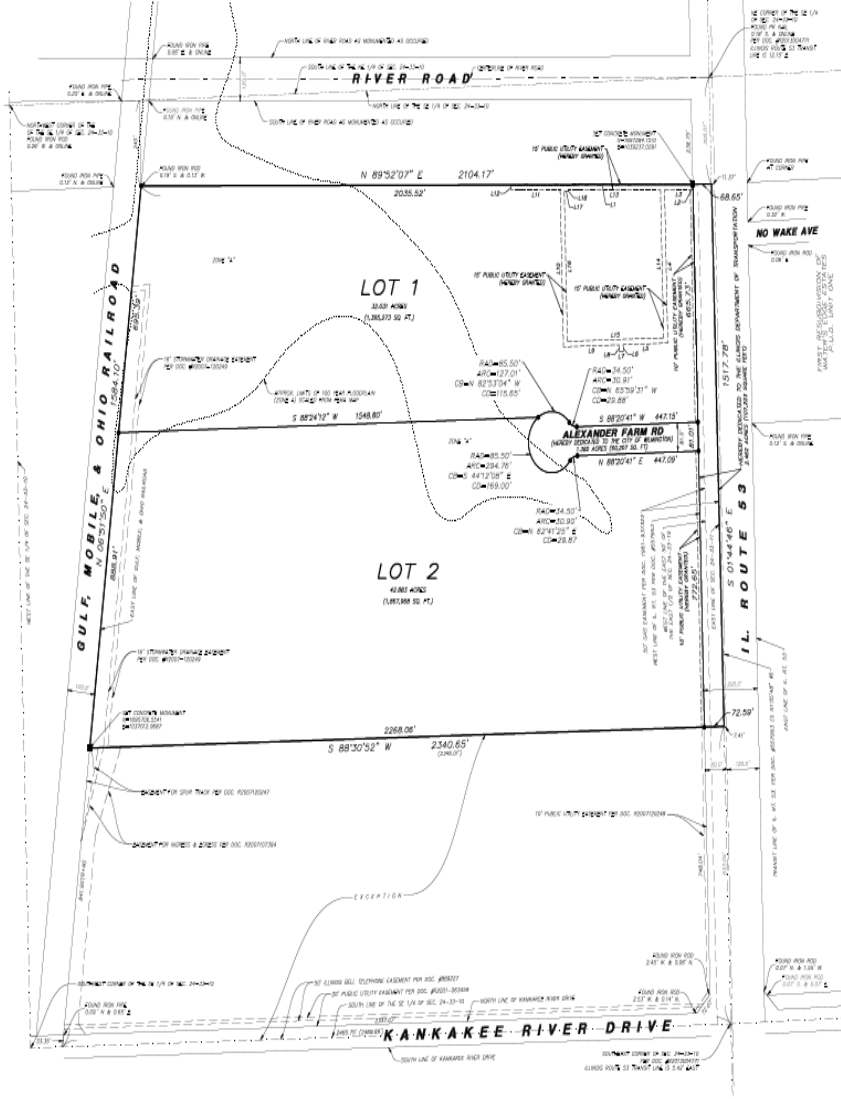
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE SOUTH 01 DEGREES 44 MINUTES 46 SECONDS EAST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, FOR A DISTANCE OF 300.01 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 07 SECONDS WEST, 68.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 35 MINUTES 48 SECONDS EAST, 665.73 FEET; THENCE SOUTH 88 DEGREES 20 MINUTES 41 SECONDS WEST, 447.15 FEET; THENCE NORTHWESTERLY 30.91 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 34.50 FEET (CHORD BEARS NORTH 65 DEGREES 59 MINUTES 31 SECONDS WEST, 29.88 FEET) TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY 127.01 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 85.50 FEET (CHORD BEARS NORTH 82 DEGREES 53 MINUTES 04 SECONDS WEST, 115.65 FEET); THENCE SOUTH 88 DEGREES 24 MINUTES 12 SECONDS WEST, 1548.80 FEET TO A POINT ON THE EAST LINE OF THE GULF, MOBILE, & OHIO RAILROAD RIGHT OF WAY; THENCE NORTH 06 DEGREES 51 MINUTES 50 SECONDS EAST ALONG THE EAST LINE OF THE GULF, MOBILE & OHIO RAILROAD RIGHT OF WAY, FOR A DISTANCE OF 695.39 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 07 SECONDS EAST, 2035.52 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

CONTAINING 32.031 ACRES (1,395.273 SQUARE FEET)

EXHIBIT B
Plat of Annexation

**PRELIMINARY PLAT OF
LOVE'S WILMINGTON SUBDIVISION**

SUBJECT TO THE CITY OF WILMINGTON'S REVIEW AND ADOPTION OF THIS MAP OR A REVISED VERSION THEREOF.



Lot 1

12.1	12.025917	4.1013
12.2	12.025917	4.1013
12.3	12.025917	4.1013
12.4	12.025917	4.1013
12.5	12.025917	4.1013
12.6	12.025917	4.1013
12.7	12.025917	4.1013
12.8	12.025917	4.1013
12.9	12.025917	4.1013
12.10	12.025917	4.1013
12.11	12.025917	4.1013
12.12	12.025917	4.1013
12.13	12.025917	4.1013
12.14	12.025917	4.1013
12.15	12.025917	4.1013
12.16	12.025917	4.1013
12.17	12.025917	4.1013
12.18	12.025917	4.1013
12.19	12.025917	4.1013
12.20	12.025917	4.1013
12.21	12.025917	4.1013
12.22	12.025917	4.1013
12.23	12.025917	4.1013
12.24	12.025917	4.1013
12.25	12.025917	4.1013
12.26	12.025917	4.1013
12.27	12.025917	4.1013
12.28	12.025917	4.1013
12.29	12.025917	4.1013
12.30	12.025917	4.1013

SUBDIVISION AREA TABLE			
TRACED	ACRES	SQ. FT.	PERCENT
LOT 1	1.1987	52,400	69.36
LOT 2	1.1200	48,800	64.21
TOTAL	2.3187	101,200	100.00

LEGEND

- PROPERTY LINE
- EXISTING PROPERTY LINE
- utility
- utility
- utility
- utility
- utility
- utility
- utility
- utility
- utility

GENERAL NOTES:
1. PLAT IS SUBJECT TO THE CITY OF WILMINGTON'S REVIEW AND ADOPTION OF THIS MAP OR A REVISED VERSION THEREOF.
2. ANY DISCREPANCIES SHOWN HEREON SHALL BE CORRECTED TO THE CITY OF WILMINGTON'S REVIEW AND ADOPTION OF THIS MAP OR A REVISED VERSION THEREOF.

PROPERTY OWNER:
LOVE'S WILMINGTON
12345 WILMINGTON, ILLINOIS 62206
PHONE: (618) 212-1234
FAX: (618) 212-5678

DRAWN BY:
JAMES E. RICHARDS
REGISTERED PROFESSIONAL ENGINEER
NO. 062-0000000-0000

WT GROUP
WILMINGTON GROUP

**LOVE'S WILMINGTON
ILLINOIS ROUTE 63 (AT RIVER ROAD)
WILMINGTON, ILLINOIS**

ISSUE	
NO.	DATE

CHECKED BY:
DERRAL WOOD
REGISTERED PROFESSIONAL ENGINEER
JOB 2004028

SUB-1
SHEET 1 OF 2
PLAT OF SUBDIVISION

EXHIBIT C

Variance Requests

1. Section 96.17 – Signs in Commercial Districts; To vary the maximum sign square footage permitted to allow for the Love’s Sign Package attached to Exhibit C.
2. Section 150.86 – Screening between nonresidential and residential zoning districts; To allow for screening by a five (5) foot tall fence along the west side of the truck parking area in place of the required plantings and eight-foot tall fence or berm required by section 150.86 within the rear setback.

LOVE'S SIGN PACKAGE - WILMINGTON, IL

STREET SIGN:	25' OAH	
	13' 4" x 10' Loves / Price Sign / Hardee's	133.33
	TOTAL STREET SIGN SQUARE FEET:	133.33
BUILDING SIGNS:		
FRONT ELEVATION:		
	66" x 83" Heart & 58" Love's Letters	131.08
	4' x 5' Echo Heart	20.00
	6' 6 3/4" x 6' 2 1/2" Hardee's Logo & Letters	40.74
	12" x 19' 8 1/2" Charbroiled Burgers	31.88
	TOTAL FRONT ELEVATION SQUARE FEET:	223.70
 LEFT ELEVATION:		
	6' 6 3/4" x 6' 2 1/2" Hardee's Logo & Letters	40.74
	TOTAL LEFT ELEVATION SQUARE FEET:	40.74
 REAR ELEVATION:		
	1' 6 3/4" x 7' Panaflex Love's & Heart Vinyl Logo	10.94
	TOTAL REAR ELEVATION SQUARE FEET:	10.94
	TOTAL BUILDING SIGN SQUARE FEET:	275.38
FUEL CANOPIES:		
GAS CANOPY LOGOS:	2' 3 1/2" x 10' 2 1/2" Vinyl Logo - North Elevation	23.39
	2' 3 1/2" x 10' 2 1/2" Vinyl Logo - East Elevation	23.39
	2' 3 1/2" x 10' 2 1/2" Vinyl Logo - South Elevation	23.39
	2' 3 1/2" x 10' 2 1/2" Vinyl Logo - West Elevation	23.39
 DIESEL CANOPY LOGOS:		
	2' 3 1/2" x 10' 2 1/2" Vinyl Logo - North Elevation	23.39
	2' 3 1/2" x 10' 2 1/2" Vinyl Logo - East Elevation	23.39
	2' 3 1/2" x 10' 2 1/2" Vinyl Logo - South Elevation	23.39
	2' 3 1/2" x 10' 2 1/2" Vinyl Logo - West Elevation	23.39
	TOTAL FUEL CANOPY LOGO SQUARE FEET:	187.12
DIRECTIONAL SIGNS:		
	4' x 8' Love's Directional	32.00
	4' x 8' Love's Directional	32.00
	1' 6" x 3' Hardee's Directional	4.50
	1' 6" x 3' Hardee's Directional	4.50
	TOTAL DIRECTIONAL SQUARE FEET:	73.00
CAT SCALE SIGNS:		
	5' 4 1/2" x 20' Cat Scale Sign	107.50
	2' 5 1/2" x 3' 1/2" Cat Scale Sign	7.48
	TOTAL CAT SCALE SQUARE FEET:	114.98
	TOTAL SQUARE FOOTAGE:	783.81



DATE:	DATE:	BY:	DATE:	BY:
**12/3/21	REV. #1 **12/7/21	JLW	REV. #5:	.
	REV. #2 **6/23/22	JLW	REV. #6:	
DRAWN BY:	REV. #3		REV. #7:	
JLW	REV. #4		REV. #8:	

LOVE'S STREET SIGN ~ WILMINGTON, IL

OVERALL HEIGHT: 25'	TOTAL SQ. FT.: 133.33
13' 4" X 10' LOVE'S / PRICE SIGN / HARDEE'S	
- 24" NUMERALS ON PRICE SIGN	
11' 8" FROM BOTTOM OF HARDEE'S TO GRADE	
UNLEADED INSTALLED TOWARDS ROAD	



SIDE B
* SCALE: 1/8" = 1'



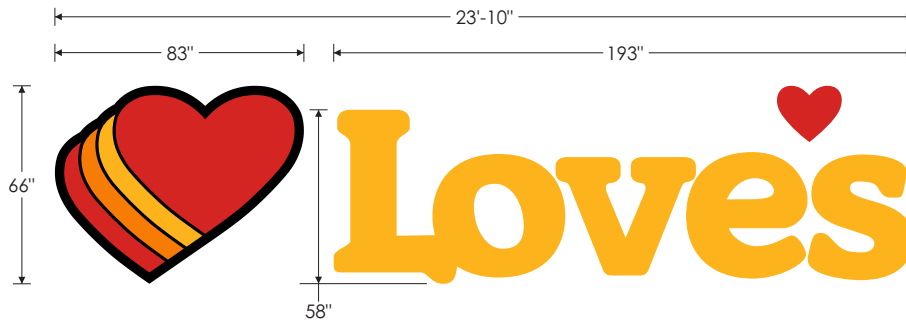
** NOTE: PRODUCT PANEL COPY AND NUMERAL DETAILS TO BE CONFIRMED BY OTHERS.

ALL SIGN GRAPHICS ARE FOR REPRESENTATION PURPOSES ONLY. MANUFACTURER IS RESPONSIBLE FOR WRITTEN FRANCHISE APPROVAL TO VERIFY SIGN LAYOUTS AND MANUFACTURE SPECIFICATIONS.

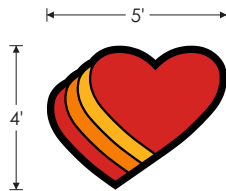
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WILMINGTON, IL	12/3/21	EI82112-0301	0	1/4" = 1'	JLW
			.		

effective
images.inc.
PHONE: 605.753.9700

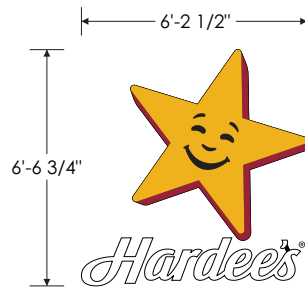
LOVE'S BUILDING SIGNS ~ WILMINGTON, IL



Qty (1) Front elevation
above Main Entrance
LED Illuminated
(131.08 Sq. ft./sign)



Qty (1) Front elevation
LED Illuminated
(20 Sq. ft./sign)



Qty (1) Front elevation
Qty (1) Left elevation
LED Illuminated
(40.74 Sq. ft./sign)




Qty (1) Front elevation
LED Illuminated
(31.88 Sq. ft./sign)

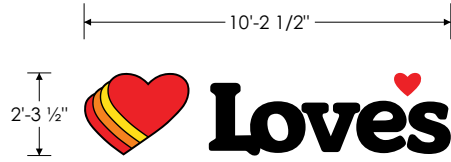


Qty (1) Rear elevation
Panaflex Logo
(10.94 Sq. ft./logo)

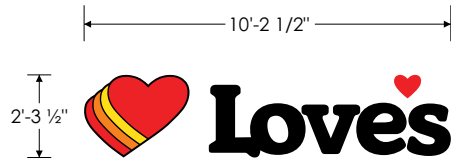
** ALL SIGN GRAPHICS ARE FOR REPRESENTATION PURPOSES ONLY. MANUFACTURER IS RESPONSIBLE FOR WRITTEN FRANCHISE APPROVAL TO VERIFY SIGN LAYOUTS AND MANUFACTURE SPECIFICATIONS.

LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:	 PHONE: 605.753.9700
WILMINGTON, IL	12/3/21	EI82112-0302	0	3/16" = 1'	JLW	

LOVE'S FUEL CANOPY LOGOS ~ WILMINGTON, IL

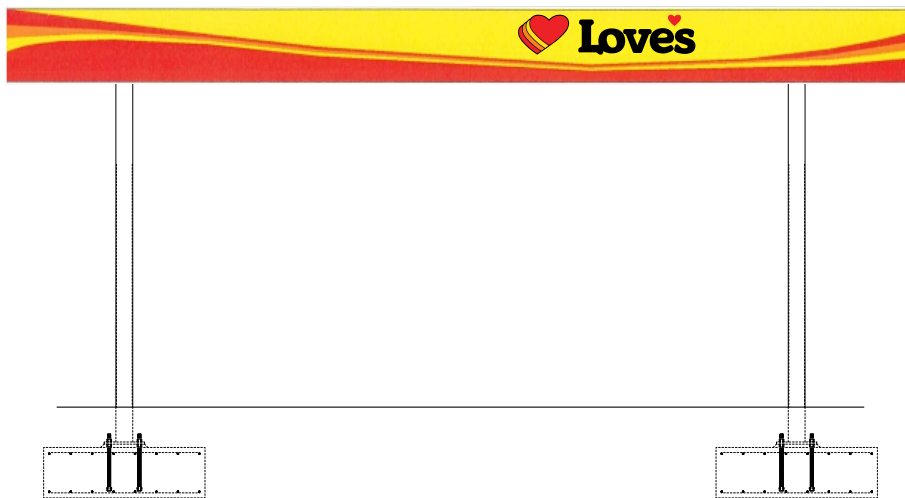


Qty (4) Gas Canopy Logos
(23.39 Sq. ft./sign)



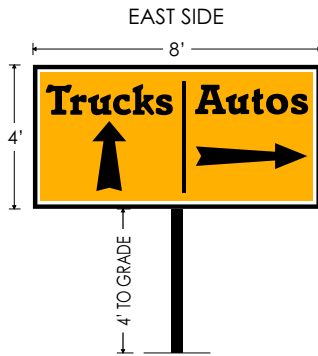
Qty (4) Diesel Canopy Logos
(23.39 Sq. ft./sign)

Gas / Diesel Canopy illustration

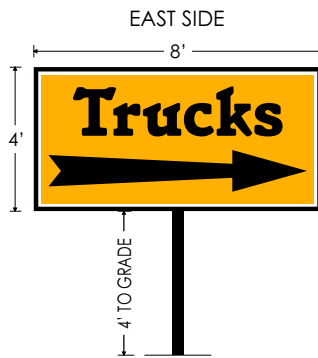


LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:
WILMINGTON, IL	12/3/21	EI82112-0303	0	3/16" = 1'	JLW
			.		

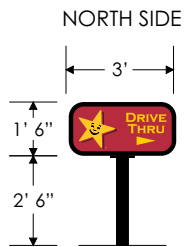
LOVE'S DIRECTIONAL SIGNS ~ WILMINGTON, IL



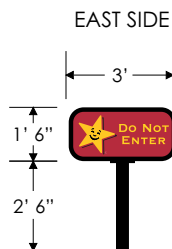
Love's Directional Sign #1
at Auto Entrance
(copy may vary)
LED Illuminated
(32 Sq. ft./sign)



Love's Directional Sign #2
at Truck Entrance
(copy may vary)
LED Illuminated
(32 Sq. ft./sign)




Hardee's Directional Sign #3
at Drive-thru entrance
(copy may vary)
LED Illuminated
(4.5 sq. ft./sign)



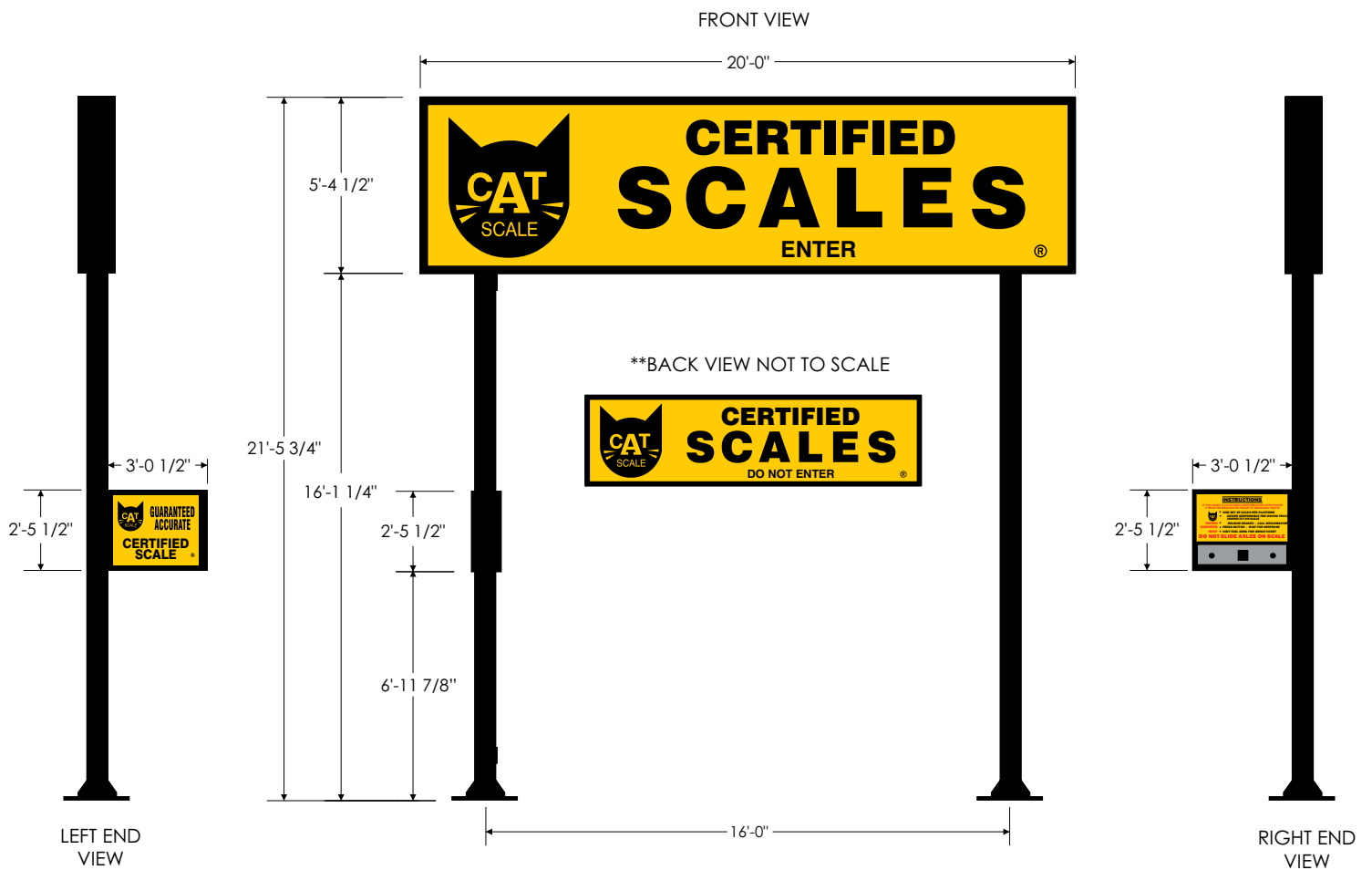
Hardee's Directional Sign #4
at Drive-thru exit
(copy may vary)
LED Illuminated
(4.5 sq. ft./sign)


** ALL SIGN GRAPHICS ARE FOR REPRESENTATION PURPOSES ONLY. MANUFACTURER IS RESPONSIBLE FOR WRITTEN FRANCHISE APPROVAL TO VERIFY SIGN LAYOUTS AND MANUFACTURE SPECIFICATIONS.

LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:	 PHONE: 605.753.9700
WILMINGTON, IL	12/3/21	EI82112-0304	2 - 6/23/22 JLW	3/16" = 1'	JLW	

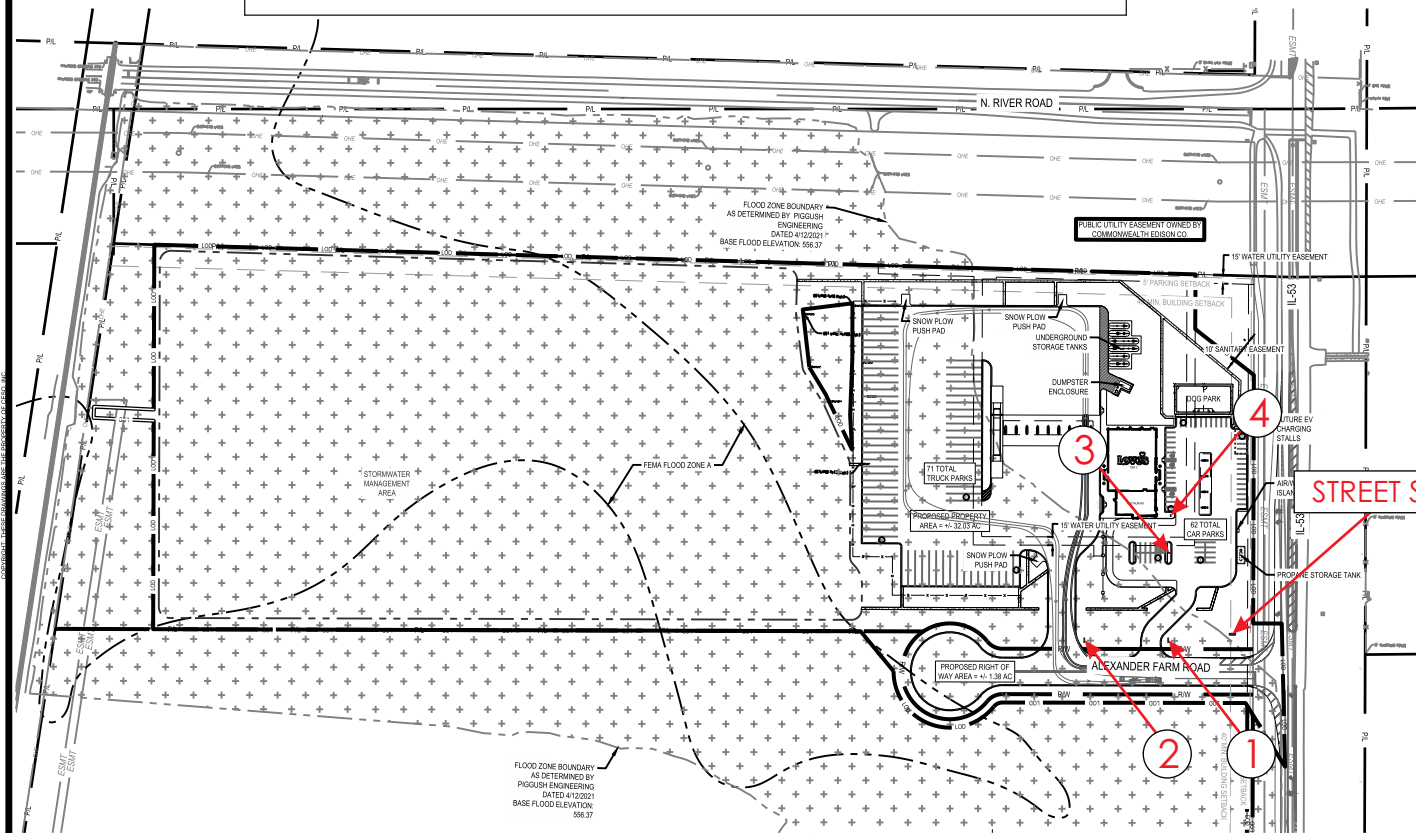
CAT SCALE SIGNS ~ WILMINGTON, IL

OVERALL HEIGHT: 21' 5³/₄"	TOTAL SQ. FT.: 114.98
5' 4 ¹ / ₂ " X 20' CAT SCALE SIGN = 107.5 SQ. FT.	
2' 5 ¹ / ₂ " X 3' 1 ¹ / ₂ " SPEAKER POST SIGN = 7.48 SQ. FT.	
16' 1 ¹ / ₄ " FROM GRADE TO BOTTOM OF CAT SCALE	



LOCATION:	DATE:	DRAWING #:	REVISION # / DATE:	SCALE:	DRAWN BY:	 PHONE: 605.753.9700
WILMINGTON, IL	12/3/21	EI82112-0306	1 - 6/23/22 JLW	NOT TO SCALE	JLW	

**ALL SIGN LOCATIONS ARE APPROXIMATE.
TO BE VERIFIED BY THE ARCHITECT AND
LOVE'S REPRESENTATIVE.**



- LEGEND**
- EXISTING**
REFER TO ALTAIRNPS TOPOGRAPHIC SURVEY
- PROPOSED**
- CONCRETE CURB AND GUTTER
 - PAVEMENT
 - 6" TREX FENCE (REF. ARCH PLANS)
 - 8" CHAIN LINK FENCE (REF. ARCH PLANS)
 - 4" BLACK CHAIN LINK FENCE (REF. ARCH PLANS)
 - STORM SEWER
 - SANITARY SEWER
 - DOMESTIC WATER SERVICE
 - UNDERGROUND ELECTRIC SERVICE
 - GAS SERVICE
 - TELEPHONE SERVICE
 - UTILITY EASEMENT
 - LIGHT POLE SHOWN FOR REFERENCE ONLY. REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION AND EXACT LOCATIONS.



NO.	DATE	REVISION DESCRIPTION

SITE REQUIREMENTS:

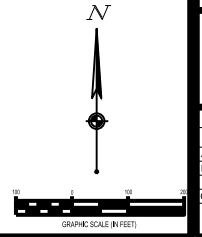
BUILDING SETBACKS:	FRONT YARD - 40' REAR YARD - NA RIGHT YARD - NA LEFT YARD - NA
PARKING SETBACKS:	5'
STANDARD PARKING DIMENSIONS:	9' W x 18' L
MINIMUM DRIVE AISLE:	NA

PARKING REQUIRED:

LOVE'S COUNTRY STORE AND ATTACHED RESTAURANT:
(1) SPACE PER 100 S.F. OF FLOOR AREA
13,070 S.F. x (1/100) = 27 SPACES
(1) SPACE PER EMPLOYEE ON THE MAXIMUM SHIFT
(1) x (6) EMPLOYEES = 6 SPACES
(1) SPACE FOR EVERY 3 SEATS
(1) x (3) 38 SEATS = 13 SPACES
(1) SPACE PER EMPLOYEE ON MAXIMUM SHIFT
(1) x (6) EMPLOYEES = 6 SPACES
TOTAL PARKING REQUIRED = 52 SPACES

SITE ANALYSIS:

PROPOSED BUILDING HEIGHTS:	LOVE'S COUNTRY STORE/RESTAURANT: 25'-0" / 1 STORY
PROPOSED BUILDING AREA:	LOVE'S COUNTRY STORE: 9,880 ± S.F. ATTACHED RESTAURANT: 3,700 ± S.F. TOTAL: 13,570 ± S.F.
PARKING PROVIDED:	PARKING DIMENSIONS: VARIES (3) ADA PARKING SPACES (69) STANDING CAR PARKING SPACES (71) TRUCK PARKING SPACES 133 TOTAL PARKING SPACES
LOT COVERAGE:	MAXIMUM ALLOWED: 70% PROPOSED: 25% (7,924 AC) 32.03 AC



LOVE'S TRAVEL STOPS
WILMINGTON, IL
SW CORNER OF STATE ROUTE 63 AND N RIVER RD.

OVERALL SITE PLAN

ISSUE:	NOT FOR CONSTRUCTION
DATE:	03/24/2022
JOB NO.:	757104
DESIGN:	MBS
DRAWN:	MBS
CHECKED:	JTK
SHEET NO.:	Z2.0

FINISH LEGEND - EXTERIOR

MARK	DESCRIPTION	MODEL	COMMENTS
BR-1	FACE BRICK	ACME BRICK - BLEND 137 "BURGLUNDY" VELOUR - KING SIZE; STANDARD GRAY MORTAR	
BR-2	ACCENT BRICK	ACME BRICK - BLEND 186 "DOE SKIN" VELOUR - KING SIZE; STANDARD GRAY MORTAR	
EIFS-1	EIFS	DRYVIT INSULATION SYNTHETIC PLASTER WALL SYSTEM ON 1 1/2" DRVIT INSULATION BOARD. COLOR: DRVIT "BUSHY" HAS SANDPEBBLED TEXTURE.	
EWT-41	EXTERIOR WALL TILE PORCELAIN WOODSY FAUNA	TRANSERRAMCA TGL-JG0248216, FINISH: HONED; (KROUT NOCHA, 18" JOINT) MAPLE COLOR #42 NOCHA - SANDED (UNGRADED FOR CERAMIC TILE) SANDED FOR PORCELAIN TILE	
EWT-42	EXTERIOR WALL TILE PORCELAIN CONCRETE EFFECT	TRANSERRAMCA TGL-TC0248048, WEST LOOP; ANTHRACITE (KROUT CHARCOAL, 18" JOINT) MAPLE COLOR #41 CHARCOAL - SANDED (UNGRADED FOR CERAMIC TILE) SANDED FOR PORCELAIN TILE	
FI-1	FUEL ISLAND	SHERWIN WILLIAMS CO. INDUSTRIAL ENAMEL SERIES B 54 Z 2 COATS 2 TO 3 MILS/COAT OR PPG INDUSTRIAL ENAMEL GLOSS BLACK 7-906 (2) COATS AT 2 TO 3 MILS DFT. PER COAT	METAL CURB FACES: HI GLOSS BLACK; METAL BUMPER FACES: HI GLOSS BLACK; METAL COLUMN FACES: HI GLOSS BLACK; METAL HANDCAP SIGN POSTS: HI GLOSS BLACK.
MT-1	PRE-FINISHED METAL CORNING CAP	COLOR TO MATCH EIFS-1, UNO	
MT-3	PRE-FINISHED METAL CORNING CAP	COLOR TO MATCH PT-47, UNO	
PT-42	PAINT	SHERWIN WILLIAMS #SW 6001 GRAYISH	SATIN FINISH FOR METAL DOORS & FRAMES
PT-46	PAINT	SHERWIN WILLIAMS #SW 7074 PEPPERCOON	
PT-47	PAINT	SHERWIN WILLIAMS #SW 6990 CAVIAR	
PT-48	PAINT	SHERWIN WILLIAMS #SW9586 HEARTYBROS	
PTX-1	GUARD POST PAINT	SHERWIN WILLIAMS CO. INDUSTRIAL ENAMEL SERIES B 54 Z SAFETY YELLOW (NO LEAD) OR PPG INDUSTRIAL ENAMEL 7-268 SAFETY YELLOW	STRAIGHT BOLLARD; 'U' SHAPED BOLLARD;
PTX-2	METAL TRIM PAINT (FERROUS)	PRIMER: SHERWIN WILLIAMS, KEM KROMK UNIVERSAL METAL PRIMER (LOW VOC COMPLIANCE); B 50 NZ 6 BROWN, APPLY ONE (1) COAT AT 1 TO 1.5 MILS DRY FILM THICKNESS (DFT) OR PPG SPEEDHIDE RUST INHIBITIVE PRIMER 6-208 APPLY (1) COAT AT 2 TO 3 MILS DFT. FINISH: SHERWIN WILLIAMS, INDUSTRIAL ENAMEL B 54 Z SERIES (LOW VOC COMPLIANCE); COLOR TO MATCH DRVIT FINISH COAT. APPLY TWO (2) COATS AT 2 TO 3 MILS DFT PER COAT. OR PPG INDUSTRIAL ENAMEL 7-282, COLOR TO MATCH DRVIT FINISH COAT. APPLY 2 COATS AT 2 TO 3 MILS DFT. PER COAT.	METAL DOORS AND FRAMES; LANTERNS
PTX-3	METAL TRIM PAINT (GALV)	PRIMER: SHERWIN WILLIAMS, GALVITE B 50 W 3 PRIMER AT 2 MILS DFT. PER COAT. OR PPG SPEEDHIDE GALVANIZE STEEL PRIMER 6-209 AT 2 MILS DFT. PER COAT. FINISH: SHERWIN WILLIAMS, INDUSTRIAL ENAMEL B 54 Z SERIES (LOW VOC COMPLIANT). APPLY 2 COATS 2 TO 3 MILS DRY PER COAT. OR PPG INDUSTRIAL ENAMEL 7-282. APPLY (2) COATS AT 2 TO 3 MILS DFT. PER COAT.	(IF REQUIRED)

GENERAL NOTES

- MASONRY EXPANSION JOINTS IN BRICK FINISHES SHALL BE AT ALL INTERIOR CORNERS AND SPACED PER SPECIFICATIONS. REF DETAIL ON SHEET 0504
- ALL EXTERIOR LIGHTING SHALL BE CENTERED ON EXTERIOR DOORS OR PLASTERS, UNO

PANAFLEX/ ACM PANEL LEGEND:

	ACM PANEL
	PANAFLEX
LEGEND	
	PROVIDE 5/8" CDX FR7 PLYWOOD SHEATHING FOR ATTACHMENT OF SIGNAGE/WINGS
	FACE BRICK REF FINISH SCHEDULE
	1 1/2" EIFS SANDPEBBLED TEXTURE

HFA
Creative Solutions
Meaningful Places

HARRISON FRENCH & ASSOCIATES, LTD.
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
www.hfa-ao.com
1-479-273-7780

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Loves

STORE NUMBER: 000
1234 W. STREET
WILMINGTON, IL
JOB NUMBER: 03-21-30016

ISSUE BLOCK

NO.	DATE	DESCRIPTION

CHECKED BY: SQP
DRAWN BY: MAP
DOCUMENT DATE: XXXXXXXX
PROTO: T2-180
PROTO CYCLE: 04 - 2021

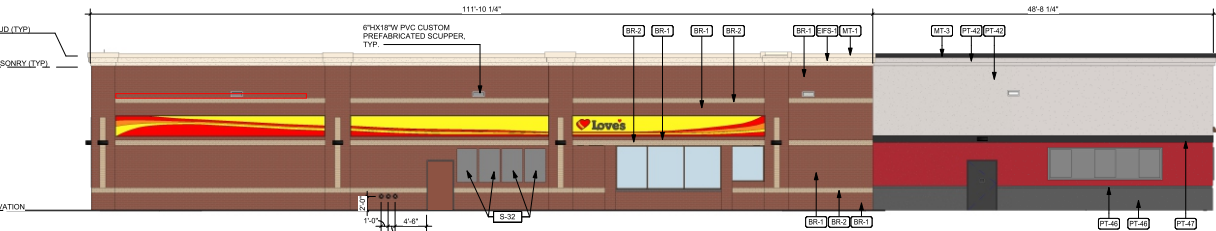
NOT FOR CONSTRUCTION

EXTERIOR ELEVATIONS

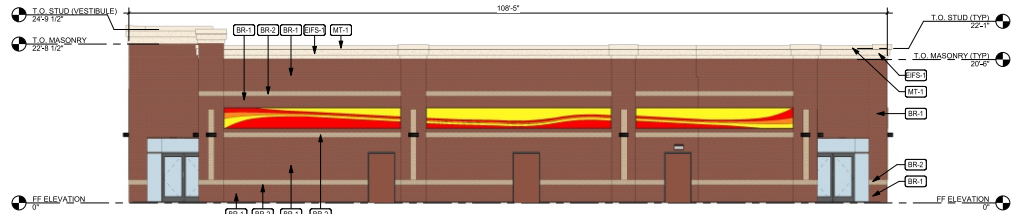
SHEET: A201



④ LEFT ELEVATION
1/8" = 1'-0"



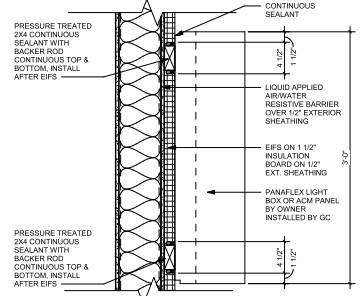
③ REAR ELEVATION
1/8" = 1'-0"



② RIGHT ELEVATION
1/8" = 1'-0"



① FRONT ELEVATION
1/8" = 1'-0"



⑤ ACM/PANAFLEX BLOCKING

11/2020 (REV. 05/2021)
C:\Users\mfrank\OneDrive\Documents\Projects\HFA\Projects\HFA_03-21-30016\HFA_03-21-30016.dwg (PLOT) HFA_03-21-30016.dwg

EXHIBIT D

Land Use Petition

[SEE ATTACHED]



Land Use Petition City of Wilmington, Illinois

Petitioner: Love's Travel Stops & Country Stores, Inc. (Attn: Chad Bruner)
 Address: 10601 N. Pennsylvania Avenue
 City: Oklahoma City State: OK Zip: 73120
 Phone No.: (405) 463-8801 Fax No.: _____ Email: chad.bruner@loves.com

- Petitioner is the owner of the subject property and is the signer of this petition
 Petitioner is the contract purchaser of the subject property and has attached a copy of said contract to this petition
 Petitioner is acting on behalf of the owner of the subject property and has attached a letter granting such authority signed by the owner

In the event the property is held in trust, a notarized letter from an authorized trust officer identifying the petitioner as an authorized individual acting on behalf of the beneficiaries and providing the name, address, and percentage of interest of each beneficiary is attached to this executed petition.

Subject Property

Location: SW Corner of State Route 53 and N. River Road
 Size of Property: 32.03 acres proposed site Tax Parcel No.: 03-17-24-400-007-0000

The following documents have been attached:

- Legal Description List of Adjacent Property Owners Preliminary Plat Preliminary Plan Impact Fee Form
 Plat of Survey Site Plan Final Plat Final Plan Bank Trust Letter

Type of Action Requested

- Annexation Preliminary Plat/Plan (circle one) Conditional Use
 Annexation Agreement Final Plat/Plan (circle one) Variance
 Concept Plan Map Amendment from _____ to B-3 Site Plan Review

I have submitted the required filing fee. I understand that the fee is non-refundable. The fee is determined according to the attached schedule of fees. _____ (initial here) _____ (fee)

Statement of Petition

Please provide a brief statement describing the proposal as it relates to the standards of petition accompanying this document (attach additional sheets if necessary).

Love's would like to construct a 9,860± Love's County Store with a 3,210± attached restaurant. The site will have a four dispenser auto canopy and 6 diesel bay canopy. There are 62 parking spaces for cars and 68 parking truck parking spaces. There is a proposed public road off of SR 53 and a right-in/right-out access drive proposed off N. River Road. Variances to section 96.17 (signs in Commercial Districts), section 150.86 (screening between residential and non-residential zoning districts), and section 150.114 (lighting).

Number of Dwelling Units 1 Type of Units Convenience Store w/ Restaurant Square Footage 13,070 ±
 Proposed Time Schedule for Development _____
 Requested Variances _____

Authorization

I hereby affirm that I have full legal capacity to authorize the filing of this petition and that all the information and exhibits herewith submitted are true and correct to the best of my knowledge. The petitioner invites city representatives to make all reasonable inspections and investigation of the subject property during the period of processing this petition.

State of OK Date 1.11.22 Signature of Petitioner Chad Bruner
 County of Oklahoma ISS _____



Notary Signature: [Signature]
 My Commission Expires: 6-15-24

I, the undersigned, a notary public in and for the said county and state aforesaid, do hereby that CHAD BRUNER is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and that said person signed, sealed and delivered the above petition as a free and voluntary act, for the uses and purposes set forth.

Given under my hand and notary seal this 11 day of JANUARY, A.D. 2022

Owner's Authorization

The undersigned, on behalf of HARWOOD ENTERPRISES, LLC (the "Owner"), does hereby certify that Owner is the owner of record of that certain real property further described on Exhibit A attached hereto, as evidenced in the deed attached hereto as Exhibit B or other such proof of ownership as may be required. Owner hereby authorizes and appoints Chad Bruner of Transitory Holding, LLC, to act on behalf of Owner solely with respect to applying to the Agencies listed below, as may be necessary, for applications related to development permits or other actions pursuant to:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Rezoning/Modification | <input checked="" type="checkbox"/> Stormwater Management Permit |
| <input checked="" type="checkbox"/> Zoning Exception | <input checked="" type="checkbox"/> Access Management |
| <input checked="" type="checkbox"/> Appeals, if necessary | <input checked="" type="checkbox"/> Water and Sewer Approvals |
| <input checked="" type="checkbox"/> Concurrency | <input checked="" type="checkbox"/> Wetland Permits |
| <input checked="" type="checkbox"/> Construction Permits | <input checked="" type="checkbox"/> Other permits, as may be required |

The authorization granted herein shall last for a period of two years following the date of acknowledgement below, after which such authorization shall terminate without any further action by either party.

HARWOOD ENTERPRISES, LLC,
A Delaware Limited Liability Company

By: Richard L. Hudson
Name: Richard L. Hudson
Title: Manager

STATE OF IL

COUNTY OF COOK

Sworn to and subscribed before me this 23rd day of December 2021 by Richard L. Hudson as Manager of HARWOOD ENTERPRISES, LLC, a Delaware limited liability company.

[Signature]
Notary Public
Commission Number WA
My commission expires: _____

AGENCIES:



EXHIBIT A

Property

ALL THAT PART OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 33 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST RIGHT OF WAY OF THE GULF, MOBILE AND OHIO RAILROAD (FORMERLY THE CHICAGO AND ALTON RAILROAD), AND WHICH LIES SOUTH OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24, THAT IS 300.01 FEET, MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 24 TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID RAILROAD THAT IS 240 FEET, MEASURED PERPENDICULARLY, SOUTH OF THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 24,

EXCEPTING THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 24; THENCE SOUTH 88 DEGREES 31 MINUTES 11 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 24 A DISTANCE OF 2468.89 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD; THENCE NORTH 06 DEGREES 51 MINUTES 23 SECONDS EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF THE GULF, MOBILE AND OHIO RAILROAD A DISTANCE OF 841.90 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 08 SECONDS EAST A DISTANCE OF 2346.01 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 24 (SAID POINT BEING NORTH 01 DEGREE 32 MINUTES 10 SECONDS WEST, DISTANCE 833.05 FEET FROM SAID SOUTHEAST CORNER OF SECTION 24); THENCE SOUTH 01 DEGREE 32 MINUTES 10 SECONDS EAST ALONG SAID EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 833.05 FEET TO THE POINT OF BEGINNING;

ALL IN WILL COUNTY, ILLINOIS.



CITY REIMBURSEMENT AGREEMENT

This Agreement entered into this _____ day of _____, _____, between the City of Wilmington, an Illinois Municipal Corporation (hereinafter referred to as "CITY" and Love's Travel Stops & County Stores, LLC (hereinafter individually and collectively referred to as "DEVELOPER").

WHEREAS, DEVELOPER proposes to _____ commonly known as Love's Travel Stop _____ (hereinafter referred to as "PROJECT"); and

WHEREAS, as a result of the DEVELOPER'S PROJECT, the CITY must have its professional staff analyze, review and comment upon and perform other services solely on the CITY'S behalf from the time of the inception of the PROJECT through its completion; and

WHEREAS, the DEVELOPER acknowledges it should pay the CITY cost and expenses for professional staff services rather than impose the costs upon the CITY residents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of sufficiency of which is expressly acknowledged by the parties by the execution hereof, it is hereby agreed as follows:

SECTION ONE. PROFESSIONAL FEES. The DEVELOPER shall pay the CITY any and all reasonable professional staff fees, costs and expenses incurred by the CITY as a result of or in conjunction with the DEVELOPER'S PROJECT from this date through the PROJECTS completion as determined by the CITY and/or CITY acceptance of all public improvements associated with the PROJECT, whichever occurs last.

The CITY'S professional staff includes, but is not limited to, its attorneys, engineers, land planners, traffic and transportation consultants.

Fees shall include, but not be limited to, all time associated with reviews, analysis, discussions, meetings, inspections, planning and other work or services performed on behalf of the CITY in conjunction with the PROJECT.

The CITY'S professional staff fees shall be billed to the DEVELOPER in the amount of fees authorized by the CITY to be paid for such services.

SECTION TWO. SECURITY. Concurrent with the execution of the Agreement, the DEVELOPER shall post, with the CITY, the sum of \$10,000.00 as security for the DEVELOPER'S payment of such professional fees, costs and expenses. The CITY is specifically authorized to apply this security in payment of such fees, costs and expenses in the event the DEVELOPER fails to make timely payments to the CITY as required under this Agreement. The DEVELOPER is obligated to continuously maintain this amount on deposit with the CITY until the PROJECT'S completion.

SECTION THREE. PAYMENT. The CITY shall provide the DEVELOPER with an itemized statement of fees. The DEVELOPER shall pay the CITY within thirty (30) days of the date of a statement from the CITY. If the DEVELOPER does not pay the statement within the thirty (30) day period, interest shall accrue on the unpaid balance at the rate of eighteen percent (18%) per annum. The

CITY may also, following written notification to the DEVELOPER, direct that all professional staff cease work on the PROJECT of the DEVELOPER until the statement is paid in full.

SECTION FOUR. COOPERATION. The DEVELOPER shall fully cooperate with the CITY, its officials and professional staff with respect to its PROJECT.

SECTION FIVE. REPRESENTATION OF CITY ONLY. The DEVELOPER acknowledges that the CITY'S in-house and professional staff solely represents the CITY and the CITY'S interest and does not represent the DEVELOPER.

SECTION SIX. CONFLICT. If the terms and provisions of this Agreement conflict with any ordinance of the CITY or agreement between the parties, the terms and provisions of this City Reimbursement Agreement shall supersede, set and control any other terms and provisions.

SECTION SEVEN. ATTORNEY'S FEES. In the event any suit is brought to enforce or which otherwise affects this Agreement, or any of its provisions, the DEVELOPER, in addition to all other costs, shall pay the CITY'S reasonable attorney's, expert witness fees, costs and expenses associated with such litigation.

SECTION EIGHT. SEVERABILITY. The invalidity of any paragraph or subparagraph of this City Reimbursement Agreement shall not impair the validity of any other paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be determined severable and the Agreement may be enforced with such provision severed or as modified by such Court.

SECTION NINE. ENTIRE AGREEMENT. This Agreement embodies the entire agreement and understanding between the parties and there are no other agreements, representations or understandings, oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, amendment or change of this Agreement shall be valid unless by like instrument.

Dated at April 5 2022, Will County, Illinois on the date written above.

CITY OF WILMINGTON,
an Illinois Municipal Corporation

BY: 
Its duly authorized agent

DEVELOPER

BY: 
Its duly authorized agent

October 31, 2022

RE: Proposed Love's Travel Stops & Country Store – Wilmington, IL

Love's Travel Stops & Country Stores, Inc. is planning to construct a new travel center at the southeast corner of the intersection of North River Road and SR-53 in Wilmington, Will County, IL. The development will consist of a 13,070± square foot convenience store/fast-food restaurant with a drive-thru, four car fueling islands, eight diesel fueling bays, a truck scale, 62 car parking spaces, and 71 truck parking spaces. Additional amenities will include an air/water island, propane sales, and a dog park. The site will be accessed via a proposed road off SR-53. The road will also provide access to future development on the remaining parcel south of the proposed site.

Stormwater detention will be provided in a detention pond located on the west side of the property, with an outlet to the existing drainage swale that runs along the western property line. Sanitary sewer service is not readily available to the site and will be provided via an extension of the sanitary sewer main currently located at the northwest corner of W. Peotone Road and SR-53. All other utilities are readily available near the site for Love's connection. Permits for the project will be required from Illinois Department of Transportation (IDOT), IL DNR, Will County, and the City of Wilmington.

The proposed Love's property is 32.031 acres in size and is currently part of a 78.758 acre parcel which will be subdivided into two lots. The property is currently unincorporated in Will County and Love's is requesting annexation into the City of Wilmington with a zoning designation of B-3 General Commercial District.

A Traffic Impact Study was completed, and some roadway improvements are proposed with the proposed Love's development:

IL Route 53 and Love's East Drive:

- Construct Love's East Drive to permit left-in, left-out, right-in, and right-out movements. Control Love's East Drive with one stop sign. Provide one inbound lane, one outbound left-turn lane and one outbound right-turn lane.
- Construct a warranted 240-foot NB to WB left-turn lane with a 240-foot taper.
- Construct a warranted 215-foot SB to WB right-turn lane with a 240-foot taper.

Love's Travel Stops seeks to service the traveling public, both passenger vehicles and commercial trucks, as fully as possible, providing a "one stop shop" for guests to use the restroom, refuel, purchase food, drinks and more. The Love's main building, which includes a convenience-type store and fast-food restaurant, is essential to fully service their customers. Without the retail store, guests would be unable to purchase essential travel items or use the restroom and truckers would be unable to shower or do laundry. For truckers, this building is especially important because it allows them to maintain their personal hygiene on the go. Furthermore, without the restaurant both travelers and residents would be without an option for a meal. The restaurant drive-thru is just one other way that Love's can quickly and efficiently meet their customer's needs. The drive-thru allows customers to order food quickly without ever leaving their cars. Furthermore, the use of the drive-thru frees up parking for those customers that prefer to or must enter the Love's building. The Love's Travel Stop will fit in well with the existing community because it is a business that services the traveling public on the existing roads.

Love's strives to maintain a clean and safe environment by providing well-lit buildings and parking lots, regularly servicing the restrooms and picking up trash that might have blown through the site. Furthermore,

Love's provides landscaping and screening when necessary to prevent the neighboring properties from experiencing light pollution or obtrusive views of the parking lot. Finally, Love's strives to construct well-maintained buildings that blend, rather than distract, from the surrounding architecture.

The Love's Travel Stop in Wilmington, IL will be funded by Love's Travel Stops & Country Stores, Inc. Based on preliminary estimates, Love's anticipates spending \$15-\$17 million on land acquisition and construction costs.

Love's is a family-owned company with over 590 travel centers across the country in 42 states and continues to grow by adding nearly 30 stores every year. Despite their national presence Love's maintains a strong commitment to the local communities they serve. Each Love's service center makes contributions to local organizations that are chosen by the store's staff and approved by the store manager. Additionally, at the opening of each new store, Love's makes a financial contribution to one or two local organizations. In addition to the donations made on a local level, Love's hosts a number of annual events on a national level, including a competition between stores to raise funds for the Children's Miracle Network, which raises funds for children's hospitals, medical research, and community awareness of children's health issues.

Love's remains committed to all the communities they invest in because they understand the local impact the travel center has. Aside from the community donations, Love's will help bolster the community by generating higher property values in the surrounding area, attracting additional development to the area and generating a sizeable amount of tax revenue for the City of Wilmington. At this location, Love's anticipates providing full-time employment for 45-60 people with competitive wages and benefits.



Map Amendment Application Supplement

Love's Travel Stops & Country Stores, Inc. (Attn: Chad Bruner)

10/18/2022

Applicant's Name

Date

10601 N. Pennsylvania Avenue; Oklahoma City, OK 73120

Address (City, State, Zip)

To annex into the City of Wilmington to B-3 zoning district.

Request

Provide justification as to how the request meets the following Standards for Approval as set forth in the City of Wilmington Municipal Code. Additional sheets may be attached, if necessary.

Chapter 150.14 of the Wilmington Code of Ordinances provides that for a requested Map Amendment, the Planning and Zoning Commission shall provide findings of fact setting forth the reasons for the recommendation, and the findings shall set forth with particularity the following:

(a) Proposed use of the property that warrants this application for a map amendment

The existing site is not located in the City of Wilmington. The surrounding properties are located within the City. The request is to amend the map so that the proposed site is part of the City with B-3 zoning designation.

(b) If the proposed map amendment is approved, what improvements of construction are planned? (An accurate site plan may be required to establish that the proposed improvement can meet the minimum zoning requirements)

The proposed use is a Love's Travel Stop and County Store. It will be a Country store with an attached restaurant. A four dispenser (8 fueling positions) auto canopy and eight lane commercial fueling canopy.

(c) Identify the existing uses of the properties within the general area of the property in question
Current use of the land is for farming.

(d) Identify the existing zoning classification of the properties within the general area of the property in question

R4 zoning to the west (across the railroad ROW), R3 zoning to the east (across SR-53), and I3 zoning to the south.

(e) Describe how the proposed rezoning will not have a significant detrimental effect on the long-range development of adjacent properties or on adjacent land uses. Compare the value of the subject property and nearby properties under the current zoning to their potential value under the proposed zoning.

Currently the land is not within the City of Wilmington. The request to annex the property to the City of Wilmington will not impact the value of surrounding properties.

(f) Describe how the subject property cannot be reasonably used for any of the uses currently permitted under its current zoning classification. (*Physical and market conditions may be considered.*)

Currently the land is not within the City of Wilmington. The request to annex the property to the City of Wilmington B-3 zoning district will allow the requested use.

(g) Does the property have appropriate public facilities, such as sewer, water and roads, and other required services?

Love's will be extending sanitary sewer to the site and making necessary road improvements to SR-53 in order to have the appropriate public facilities for the proposed project.

(h) Describe how the proposed rezoning conforms to the comprehensive plan; or conditions or trends of development have changed in the area of the request, since the adoption of the comprehensive plan, to warrant the need for different types of land uses or densities.

Furthermore, the proposed rezoning is appropriate considering the length of time the property has been vacant, as originally zoned, and taking into account the surrounding area's trend of development.

The comprehensive plan notates Industrial/Manufacturing for the location of the site. The proposed zoning of B-3 with the Love's Travel Stop will service the area well. It will provide fueling and food options for the local residents and the industrial trucks in the area.

(i) Describe how the proposed rezoning conforms to the intent and purpose of this chapter.

The rezoning conforms to the intent of the comprehensive plan since the use will provide a service to the surrounding industrial and residential developments.

(j) The potential benefits and detriments of the proposed zoning change to the public health, safety and welfare;

The zoning change will benefit the surrounding uses and will not negatively impact the public health, safety, or welfare.

(k) The extent to which the proposed amendment is in compliance with and/or deviates from the adopted comprehensive plan;

The proposed amendment is consistent with the comprehensive plan since it serves all surrounding zoning districts. It has good access on SR-53.

(l) The suitability of the property in question for the uses permitted under the proposed zoning;

The uses permitted under B-3 zoning would be compatible with the surrounding zoning districts.



PLANNING AND ZONING COMMISSION
PETITION FOR MAP AMENDMENT

(1) The proposed rezoning conforms to the comprehensive plan; or conditions or trends of development have changed in the area of the request, since the adoption of the comprehensive plan, to warrant the need for different types of land uses or densities. Furthermore, the proposed rezoning is appropriate considering the length of time the property has been vacant, as originally zoned, and taking into account the surrounding area's trend of development.

Yes No Explanation: The requested annexation of the property to B-3 zoning will allow the parcel to be developed and provide additional tax revenue for the City of Wilmington. With the development there will also be a sanitary main extension and roadway improvements to SR-53.

(2) The proposed rezoning conforms to the intent and purpose of Chapter 150 of the City of Wilmington's Code of Ordinances.

Yes No Explanation: The proposed project conforms to Chapter 150 - the City of Wilmington's Code of Ordinances.

(3) The proposed rezoning will not have a significant detrimental effect on the long-range development of adjacent properties or on adjacent land uses.

Yes No Explanation: The rezoning will not have a negative impact to surrounding adjacent properties.

(4) Adequate public facilities and services exist or can be provided.

Yes No Explanation: The sanitary sewer main will be extended north up SR-53 to the proposed site. There will also be roadway improvements to SR-53 based on the findings of the Traffic Impact Study for the development.

Required Public Notices

Unless otherwise confirmed below by acknowledgment of intent to complete notices, the City of Wilmington will complete all ordinance required public notice postings no less than 15 days and no more than 30 days prior to the scheduled public hearing. Such notices include the following:

- City shall provide and applicant shall post a sign on the subject property;
- Public Notice in a newspaper of general circulation;
- Written notice with certified return receipt to the owner of the record, as shown on the record of the local real estate tax collector, of all lots lying within 250 feet, exclusive of right-of-ways, of the property line for which the request is sought.

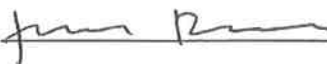
Only if Petitioner chooses to complete written notices. As the petitioner, I would like to complete the required written notices and take full responsibility for the accuracy and timeliness of said notices. Prior to mailing said notices I will confirm with City staff the ordinance required content of the letters, method of sending letters, and required affidavit of notice.

X 
 Applicant's Signature

STATE OF ILLINOIS ^{OKLAHOMA})
) SS.
COUNTY OF WILL ^{OKMONGA})

The undersigned hereby authorizes the filing of the aforesaid request and understands that the owner or an authorized agent must be present at the public hearing to present the request to the Plan Commission.

X 
 OWNER or APPLICANT'S SIGNATURE

NOTARY PUBLIC:
 Sign: 

SUBSCRIBED AND SWORN to before me this 24 day of OCTOBER, 2022, and who has provided the proper identification and who did take an oath.





Variance Application Supplement

Love's Travel Stops & Country Stores, Inc. (Attn: Chad Bruner)

10/18/2022

Applicant's Name

Date

10601 N. Pennsylvania Avenue; Oklahoma City, OK 73120

Address (City, State, Zip)

Variances to section 96.17 (signs in Commercial Districts), section 150.86 (screening between residential and non-residential zoning districts), and section 150.114 (lighting).

Request

Provide justification as to how the request meets the following Standards for Approval as set forth in the City of Wilmington Municipal Code. Additional sheets may be attached, if necessary.

Chapter 150.12 of the Wilmington Code of Ordinances provides that for a requested Variance, the Planning and Zoning Commission shall provide findings of fact setting forth the reasons for the recommendation, and the findings shall set forth with particularity the following:

(a) Describe the reason for the request

Variances to section 96.17 (signs in Commercial Districts) - to have more than the maximum number of signs, more than maximum square footage, and exceed the height of the pole sign. Section 150.86 (screening between residential and non-residential zoning districts) - to have a 5' fence along the rear parking area in lieu of the required 8' tall fence and a tree every 30' within the rear setback. Section 150.114 (lighting) - to have the average minimum lighting level below 2.0 foot candles for the overall site.

(b) Describe the proposed use

The proposed use is a Love's Travel Stop and County Store. It will be a Country store with an attached restaurant. A four dispenser (8 fueling positions) auto canopy and eight lane commercial fueling canopy.

(c) How will the proposed variance impact existing and future land use?

The requested variances will not have an impact on the existing land use or future land use.

(d) How will the proposed variance impact adjacent property values?

The requested variances will not have a negative impact on adjacent property values.

(e) Will the variance negatively impact the general public health, safety, and welfare:

Yes No

Explanation:

The requested variances will not have a negative impact on the general public health, safety, or welfare.

(f) Will the variance conflict with existing conditions or public improvements such as schools, sewer/water systems, parks, roads, traffic patterns, etc.:

Yes No

Explanation:

The variances requested will not have any impact to existing conditions or proposed improvements.

(g) Describe reasons that strict enforcement of the code would involve practical difficulties or impose exceptional hardship

The lighting levels on-site are designed with safety for the customers. The requested signage is to properly mark the site for auto and truck access as well and provide visibility to passing motorists so they can maneuver to the correct lane to enter the site. The rear setback has mature trees to provide screening.

(h) Describe how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone;

The signage is needed to help delineate the different services available on-site. It helps direct cars and trucks to the correct locations. The lighting levels are designed for customer safety. The screening for the rear setback already has mature trees along the railroad.

(i) Describe how the plight of the owner is due to unique circumstances;

This is a unique site in that it has multiple types of vehicles accessing the facilities and it is important to have proper lighting and signage for customer safety and accessibility.

(j) Describe how the variation, if granted, will not alter the essential character of the locality.

The requested variances will not alter the essential character of the area. The lighting is LED and downward directed and the signage is to help direct customers on-site. There is already screening along the rear of the property with mature vegetation.



PLANNING AND ZONING COMMISSION
PETITION FOR VARIANCE

(1) Strict enforcement of the code would involve practical difficulties or impose exceptional hardship;

Yes No Explanation: This is a large site that offers multiple services. To remove some of the signage would make it difficult to properly direct the cars and trucks to the correct driveway to access the appropriate fueling options. To meet the average lighting levels above the minimum some area could be made brighter.
The plan as designed meets the necessary levels for customer safety. There are already mature trees along the rear property line. The fence being closer to the parking area is better to stop debris from leaving the site when it is windy.

(2) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the particular district or zone;

Yes No Explanation: This is a large site that offers multiple services. To remove some of the signage would make it difficult to properly direct the cars and trucks to the correct driveway to access the appropriate fueling options. To meet the average lighting levels above the minimum some area could be made brighter.
The plan as designed meets the necessary levels for customer safety. There are already mature trees along the rear property line. The fence being closer to the parking area is better to stop debris from leaving the site when it is windy.

(3) The plight of the owner is due to unique circumstances;

Yes No Explanation: This is a large site that offers multiple services. To remove some of the signage would make it difficult to properly direct the cars and trucks to the correct driveway to access the appropriate fueling options. To meet the average lighting levels above the minimum some area could be made brighter.
The plan as designed meets the necessary levels for customer safety. There are already mature trees along the rear property line. The fence being closer to the parking area is better to stop debris from leaving the site when it is windy.

(4) The variation, if granted, will not alter the essential character of the locality. Adequate evidence was submitted to establish practical difficulties or particular hardship so that, in the judgment of the PZC, a variation is permitted because the evidence sustained the existence of each of the above four conditions.

Yes No Explanation: The essential character of the surrounding properties will not be negatively impacted by the granting of the variances requested.




Required Public Notices

Unless otherwise confirmed below by acknowledgement of intent to complete notices, the City of Wilmington will complete all ordinance required public notice postings no less than 15 days and no more than 30 days prior to the scheduled public hearing. Such notices include the following:

- City shall provide and applicant shall post a sign on the subject property;
- Public Notice in a newspaper of general circulation;
- Written notice with certified return receipt to the owner of the record, as shown on the record of the local real estate tax collector, of all lots lying within 250 feet, exclusive of right-of-ways, of the property line for which the request is sought.


Only if Petitioner chooses to complete written notices. As the petitioner, I would like to complete the required written notices and take full responsibility for the accuracy and timeliness of said notices. Prior to mailing said notices I will confirm with City staff the ordinance required content of the letters, method of sending letters, and required affidavit of notice.

X 
Applicant's Signature

STATE OF ILLINOIS^{01/14/2024})
) SS.
COUNTY OF WIL^{01/14/2024})

The undersigned hereby authorizes the filing of the aforesaid request and understands that the owner or an authorized agent must be present at the public hearing to present the request to the Plan Commission.

X 
OWNER of APPLICANT'S SIGNATURE

NOTARY PUBLIC:
Sign: 

SUBSCRIBED AND SWORN to before me this 24 day of OCTOBER, 2022, and who has provided the proper identification and who did take an oath.


AFFIDAVIT OF NOTARIAL PUBLIC HERE



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

PERMITS

Location: IL Route 53 south of River Road
Reference No:099-98805
Municipality: City of Wilmington
Re: Love's Truck Stop

October 17, 2022
Ms. Kimberly Cooper
CESO
175 Montrose West Ave
Suite 400
Akron, OH 44321

Dear Ms. Cooper:

IDOT has completed its review of your revised Traffic Impact Study for the subject project. It is approved as submitted.

The Department recommends that you consider extending a regional multi-use trail in accordance with the City of Wilmington's request.

If you have any questions regarding this matter, please contact Howard Hamilton at howard.j.hamilton@illinois.gov.

Very truly yours,

Jose Rios, P.E.
Region One Engineer

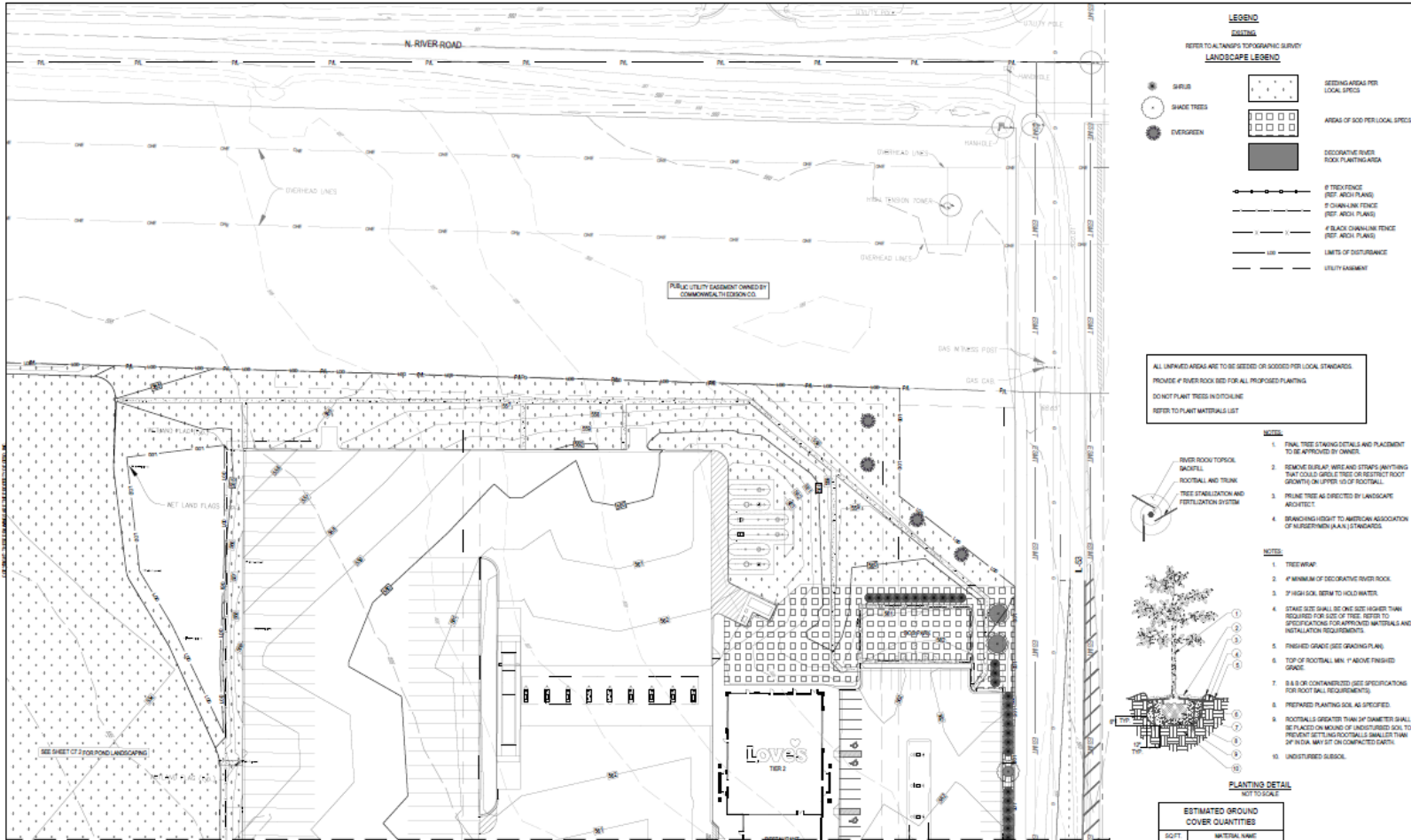
A handwritten signature in black ink, appearing to read 'Kalpana Kannan-Hosadurga'.

By:
Kalpana Kannan-Hosadurga, P.E., PTOE
Arterial Traffic Operations Engineer

cc: Jeannine Smith - City of Wilmington

EXHIBIT E

Landscape Plans





www.ceso-il.com



LOVES TRAVEL STOPS
WILMINGTON, IL

LANDSCAPE PLAN NORTH

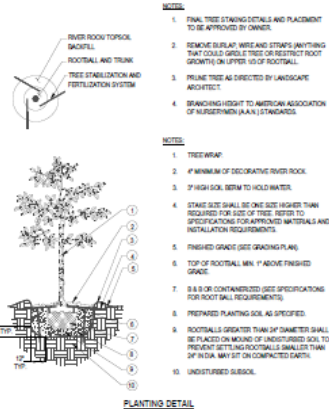
SHEET NO. C10.0

- LANDSCAPE NOTES**
1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL LOCAL REGULATIONS AND CODES. THE CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITS, APPROVALS, PERMITTING AND INSPECTIONS AS NECESSARY FROM THE LOCALITY PRIOR TO CONSTRUCTION.
 2. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
 3. ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
 4. ALL TREES MUST BE SHIPPED ON STAKES.
 5. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING ANY AND ALL UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
 6. ANY PLANT MATERIAL, WHICH IS, TURNING BROWN, OR DROOPING PRIOR TO TOTAL ACCEPTANCE OF THE WORK SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE MEETING ALL PLANT LIST SPECIFICATIONS.

7. STANDARDS SET FORTH IN AMERICAN STANDARDS FOR HURDLEY STUMP REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
8. ALL PLANT MATERIALS QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING SITES AS SHOWN.
9. ALL DISTURBED AREAS ARE TO RECEIVE 6" OF TOP SOIL, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. THIS IS INCLUDING ALL LANDSCAPED ISLANDS AND DISTANCE AREAS.
10. WEED MATS SHALL BE PLACED UNDER PLANTING AREAS THAT WILL NOT BE SEEDING AND IN ANY OTHER LOCATION AS SHOWN ON THE PLAN. COVER WEED MATS WITH 4" BONES OF RIVER ROCK AND SECURE IN PLACE WITH SOIL STAKES.
11. ALL LAWNS FROM THE FACE OF THE BUILDING AND ON THE SIDE OF THE BUILDING WHERE THERE IS PARKING OR A STREET ARE REQUIRED TO BE FULLY SOODED. ALL OTHER LANDSCAPE AREAS TO RECEIVE SEED.
12. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF UTILITY LINES IN THE CONSTRUCTION AREA ADJACENT TO THE WORK AREA. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD.

PLANT MATERIAL LIST

SYM	QTY	PLANT NAME	INSTALLED SIZE	SPACING
(T)	11	SHADE TREES UPRIGHT HORNBEAM - <i>Carpinus melanocarpa</i>	7" CAL.	AS SHOWN
(E)	4	EVERGREEN TREES WHITE PINE - <i>Pinus strobus</i>	8" TALL MIN.	AS SHOWN
(S)	42	SHRUBS WOODWARD-CLORE ABSORPTIVE - <i>Thuja occidentalis</i> 'Woodward'	2 1/2"	AS SHOWN



EXISTING
REFER TO ALTAIR'S TOPOGRAPHIC SURVEY
LANDSCAPE LEGEND

- SHRUB
- SHADE TREES
- EVERGREEN
- DECORATIVE RIVER ROCK PLANTING AREA
- 8' TREE FENCE (REF. ARCH PLANS)
- 6' CHAIN LINK FENCE (REF. ARCH PLANS)
- 4' BLACK CHAIN LINK FENCE (REF. ARCH PLANS)
- LIMITS OF DISTURBANCE
- UTILITY ENCASEMENT

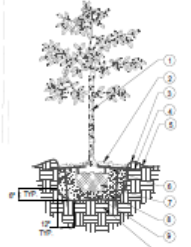
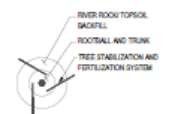
ALL UNFINISHED AREAS ARE TO BE SEEDED OR SOODED PER LOCAL STANDARDS.
PROVIDE 4" RIVER ROCK BED FOR ALL PROPOSED PLANTING.
DO NOT PLANT TREES IN SWATHING.
REFER TO PLANT MATERIAL LIST

NOTES

- FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.
- REMOVE OVERLAP WIRE AND STAPLS (ANYTHING THAT COULD GRIELE TREE OR RESTRICT ROOT GROWTH ON UPPER END OF ROOTBALL).
- PLANT TREES AS DIRECTED BY LANDSCAPE ARCHITECT.
- BRANCHING HEIGHT TO AMERICAN ASSOCIATION OF NURSERYMEN (A.A.N.) STANDARDS.

NOTES

- TREE WRAP
- 4" MINIMUM OF DECORATIVE RIVER ROCK
- 3" HIGH SOIL BERM TO HOLD WATER
- STAKE SIZE SHALL BE ONE SIZE HIGHER THAN REQUIRED FOR SIZE OF TREE. REFER TO SPECIFICATIONS FOR APPROVED MATERIALS AND INSTALLATION REQUIREMENTS.
- FINISHED GRADE (SEE GRADING PLAN)
- TOP OF ROOTBALL MIN. 1" ABOVE FINISHED GRADE.
- 8" B.B. OR CONTAINERIZED (SEE SPECIFICATIONS FOR ROOTBALL REQUIREMENTS)
- PREPARED PLANTING SOIL AS SPECIFIED
- ROOTBALLS GREATER THAN 6" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING. ROOTBALLS SMALLER THAN 6" IN DIA. MAY SIT ON COMPACTED EARTH.
- UNDISTURBED SUBSOIL

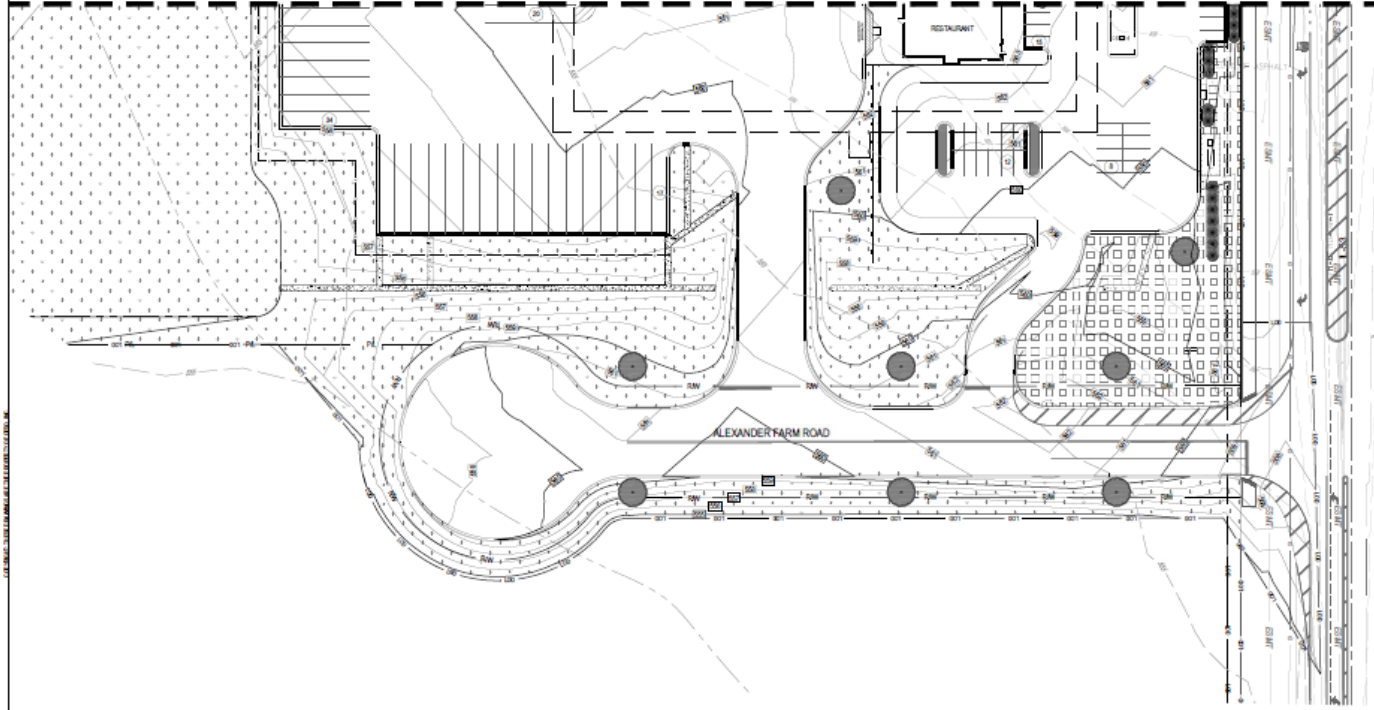


PLANTING DETAIL
NOT TO SCALE

ESTIMATED GROUND COVER QUANTITIES	
SQ. FT.	MATERIAL NAME
36,000	SOIL
874,000	SETTING
6,500	RIVER ROCK



MATCHLINE SHEET C10.0



LANDSCAPE NOTES

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- ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
- ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
- ALL TREES MUST BE GUYED OR STAKED.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REMEDIATING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE ADJUSTMENTS, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
- ANY PLANT MATERIAL WHICH DIES, TURNING BROWN, OR DEFLAUTES PRIOR TO TOTAL ACCEPTANCE OF THE WORK SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
- STANDARDS SET FORTH IN "AMERICAN STANDARDS FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
- ALL PLANT MATERIALS QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
- ALL DISTURBED AREAS ARE TO RECEIVE 1" OF TOP SOIL, MULCH, AND WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. THIS IS INCLUDING ALL LANDSCAPED ISLANDS AND DRIVEWAY AREAS.
- WEED MATS SHALL BE PLACED UNDER PLANTING AREAS THAT WILL NOT BE SEEDED AND IN ANY OTHER LOCATIONS AS SHOWN ON THE PLAN. COVER WEED MATS WITH 4 INCHES OF RIVER ROCK AND SECURE IN PLACE WITH SOIL STAPLES.
- ALL LAMING FROM THE FACE OF THE BUILDING AND ON THE SIDE OF THE BUILDING WHERE THERE IS PARKING OR A STREET ARE REQUIRED TO BE FULLY SOODED. ALL OTHER UNDEGRAVED AREAS TO RECEIVE SEED.
- LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF UTILITY LINES IN THE CONSTRUCTION AREA AND ADJACENT TO THE WORK AREA. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD.

PLANT MATERIAL LIST				
SYM.	QTY.	PLANT NAME	INSTALLED SIZE	SPACING
	11	UPRIGHT HORSEWEY - <i>Capparis decidua 'Twiggii'</i>	2" CAL.	AS SHOWN
	4	WHITE PINE - <i>Pinus Strobus</i>	8" TALL MIN.	AS SHOWN
	42	WOODWARD GLOBE ARBORETUM - <i>Thuja occidentalis 'Woodward'</i>	2-2"	AS SHOWN

REV. DATE

LOVES TRAVEL STOPS
WILMINGTON, IL

LANDSCAPE PLAN SOUTH

ISSUE	DATE
NOT FOR CONSTRUCTION	
DESIGNED	JFH/MS
DESIGN	MSB
DRAWN	MSB
CHECKED	JTV
SHEET NO.	C10.1

EXHIBIT F

Site Plan

[See Attached]

EXHIBIT G

Lighting Plan

[See Attached]

LIGHTING FIXTURE SCHEDULE											
QTY	TYPE	MANUFACTURER	CATALOG #	DESCRIPTION	BUG RATING	LUMENS	VOLTS	WATTS	MOUNTING	REMARKS	FURNISHED BY
1	BB	COOPER	GLEON-AF-06-LED-E1-SL3-BZ-7050	6 Cube LED Site Fixture Type III w/spill control	B3-U0-G5	35604	208	333	POLE	(NOTE 1 & 4)	OWNER
13	CC	COOPER	GLEON-AF-06-LED-E1-SL4-BZ-7050	6 Cube LED Site Fixture Type IV w/spill control	B3-U0-G5	33829	208	333	POLE	(NOTE 1 & 4)	OWNER
1	DD	COOPER	GLEON-AF-08-LED-E1-SL3-BZ-1200-7050	8 Cube LED Site Fixture Type III w/spill control	B3-U0-G5	52336	208	511	POLE	(NOTE 1 & 3)	OWNER
25	EE	COOPER	GLEON-AF-08-LED-E1-SL4-BZ-1200-7050	8 Cube LED Site Fixture Type IV w/spill control	B4-U0-G5	49727	208	511	POLE	(NOTE 1 & 3)	OWNER
8	AAF	CREE	CPY250-B-DM-D-E-UL-WH-57-HZ	WHITE LED CANOPY FIXTURE	B4-U3-G2	20080	208	145	CANOPY	NOTE 2	OWNER
27	AAB	CREE	CPY250-B-DM-D-B-UL-BZ-57-HZ	BRONZE LED CANOPY FIXTURE	B3-U2-G1	12860	208	96	CANOPY	NOTE 2	OWNER
1	PP	CROUSE-HINDS	VMV7L	EXPLOSION PROOF LED LIGHT FIXTURE			120	62	POLE	NOTE 5	OWNER

LIGHT FIXTURE NOTES:

- REFER TO ARCH SITE (SP) SHEETS FOR LIGHT POLE FOUNDATION DETAILS.
- CANOPY FIXTURES SHALL BE INSTALLED BY CANOPY CONTRACTOR, WIRING BY E.C.
- POLE MOUNT (1 HEAD)-RTS9A39SFN1/(2 HEAD) RTS9A39SFN5/(3 HEAD) RTS9A39SFN4/(4 HEAD) RTS9A39SFN4
- POLE MOUNT (1 HEAD) RTS8A30SFN1/(2 HEAD 180) RTS8A30SFN2/(2 HEAD 90) RTS8A30SFN5/(3 HEAD) RTS8A30SFN6/(4 HEAD) RTS8A30SFN4
- POLE MOUNT ON TELESCOPING SAFETY LIGHT POLE, CROUSE-HINDS MODEL V65B-G-JM5-T58

SITE LIGHTING POLE HEIGHTS	
TYPE 'BB'	30'-0"
TYPE 'CC'	30'-0"
TYPE 'DD'	39'-0"
TYPE 'EE'	39'-0"
TYPE 'PP'	10'-0"

GENERAL NOTES

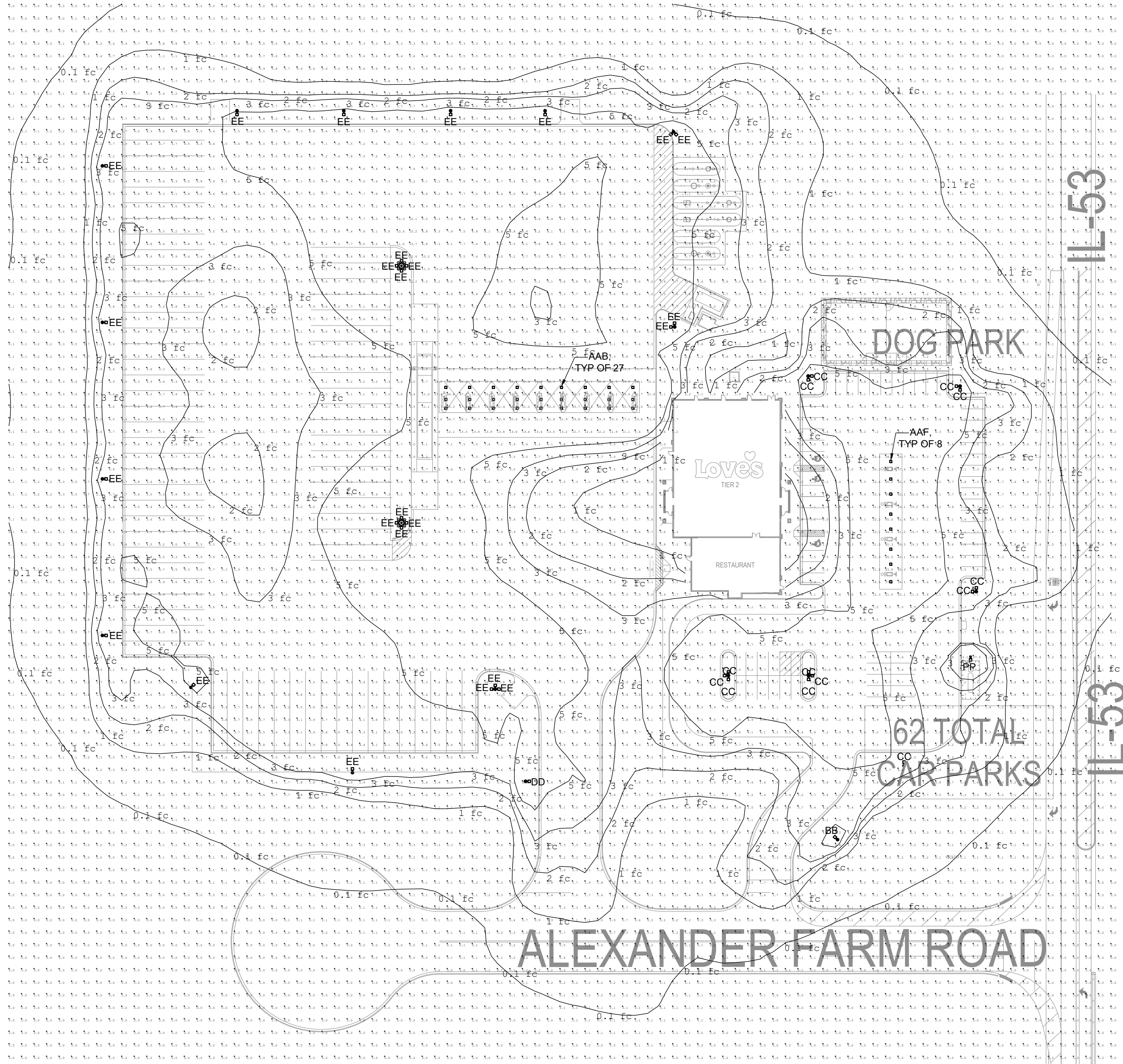
- ILLUMINANCE CALCULATIONS SHOWN ARE IN FOOTCANDLES (FC) AND ARE AT GRADE. PHOTOMETRIC FILES ARE PROVIDED BY THE MANUFACTURER.

HFA
Creative Solutions
Meaningful Places

HARRISON FRENCH & ASSOCIATES, LTD.
1479.273.7780
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
www.hfa-ae.com

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CALCULATION SUMMARY							
LABEL	CALC TYPE	UNITS	AVG	MAX	MIN	AVG/MIN	MAX/MIN
OVERALL SITE	ILLUMINATIONS	FC	2.85	58.30	0.00	N/A	N/A
AUTO CANOPY	ILLUMINATIONS	FC	39.83	48.60	21.60	1.84	2.25
TRUCK CANOPY	ILLUMINATIONS	FC	46.28	58.30	25.80	1.79	2.26



1 SITE PLAN - PHOTOMETRICS
SCALE: 1" = 50'-0"

SITE LIGHTING DESIGN USES FIXTURES THAT MAY APPEAR VISUALLY IDENTICAL BUT EMPLOY DIFFERENT OPTICS THAT DISTRIBUTE THE LIGHT IN DIFFERENT MANNERS OF DIFFER IN LIGHTING INTENSITY. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING THE DIFFERENT DISTRIBUTION PATTERNS AND LUMEN PACKAGES AND MATCHING THE LOCATIONS OF THESE AS SHOWN IN PLANS. DEVIATION FROM PLANS WILL RESULT IN FAILURE TO MEET LOCAL LIGHTING ORDINANCES AND DESIGN INTENT AND WILL NEED TO BE CORRECTED BY CONTRACTOR AT NO ADDITIONAL EXPENSE TO OWNER.

Loves

STORE NUMBER: ##6481
WILMINGTON, IL 60481
JOB NUMBER: 03-21-30016

ISSUE BLOCK

CHECKED BY: NKC
DRAWN BY: CAR
DOCUMENT DATE: 11/09/22
PROTO: T2-180
PROTO CYCLE: Q3 - 2021

NOT FOR CONSTRUCTION

ELECTRICAL
SITE PLAN -
PHOTOMETRICS

SHEET
E112

11/16/2021 1:50:17 PM
C:\Users\frharrison\Documents\2021\Retail Projects\AlexFarm\Wilmington_IL_60481\T2-180_Photometrics\11-16-2021\EXTERNAL ELEVATIONS

EXHIBIT 2

150.62 B-3 General Commercial District.

- (A) Purpose and intent. The B-3 General Commercial District is intended to accommodate retail and wholesale commercial activities which are adjacent to arterial streets and serves the population of the city and its surrounding areas.
- (B) Permitted land uses and developments.
 - (1) Any use permitted in the B-2 Light Commercial District;
 - (2) Accessory uses;
 - (3) Amusement establishments including, but not limited to, bowling alleys, pool halls, dance halls, skating rinks, video arcades and banquet facilities;
 - (4) Animal hospitals;
 - (5) Automobile service stations, repair facilities and car washes when used in conjunction with the automobile service station;
 - (6) Automobile, truck and recreational vehicle sales and rental;
 - (7) Bars, taverns and package liquor stores;
 - (8) Boat showrooms, sales and repairs;
 - (9) Electrical showrooms and shops;
 - (10) Farm implement, feed and seed stores;
 - (11) Garages for storage, repair and servicing of motor vehicles, including body repair, painting and engine rebuilding;
 - (12) Greenhouses, nurseries, garden supply, tool and seed stores;
 - (13) Hospitals;
 - (14) Hotels and motels;
 - (15) Motor vehicle sales;
 - (16) Newspaper offices;
 - (17) Parking lots and parking structures as a principal use;
 - (18) Pawnshops;
 - (19) Plumbing and heating service and equipment stores;
 - (20) Printing and publishing establishments;
 - (21) Taxidermists;
 - (22) Tire stores, sales and service;
 - (23) Union halls, hiring halls and trade association offices/meeting rooms.
- (C) Conditional land uses and developments.

- (1) B-2 permitted and conditional uses which include drive-through facilities;
- (2) Amusement parks, including but not limited to permanent carnivals, kiddie parks and other similar outdoor amusements;
- (3) Building contractor's office and material storage;
- (4) Building material and products, sales, storage and accessory manufacturing of building components;
- (5) Bus and train stations;
- (6) Cartage and express facilities;
- (7) Car washes;
- (8) Financial institutions, with drive-through facilities;
- (9) Kennels;
- (10) Outdoor storage in accordance with Section 150.85 of this chapter;
- (11) Planned unit developments;
- (12) Public utility and governmental service uses on lots having areas, widths, yards and other conditions as approved by the city council. Including, but not limited to:
 - (a) Electrical substations and booster stations,
 - (b) Filtration plan, pumping station, well and water reservoir,
 - (c) Sewage treatment plant,
 - (d) Telephone exchange and microwave relay tower,
 - (e) Other government and utility uses;
- (13) Restaurants which include drive-through facilities;
- (14) Self-storage warehouse establishments;
- (15) Stadiums and arenas, convention, civic and exhibition centers;
- (16) Theaters, outdoor and drive-in;
- (17) Warehouse and storage facilities;
- (18) Farming;
- (19) Campgrounds with on-site potable water and toilet facilities;
- (20) Accessory wind devices used primarily for generation of electricity for on-site use with a rated capacity of not more than 100 kilowatts (kW), such as a wind turbine, wind charger, or windmill ("wind device"). A wind device may be mounted on the roof or side of a structure provided it does not exceed 15 feet in height above the highest point of the structure, or ground-mounted on a pole or tower not exceeding 70 feet in height. Only one wind device is permitted on a zoning lot. A ground-mounted wind device must be located on a zoning lot of at least five acres, and be set back at least 125 percent of its height from all zoning lot lines. The noise level of a wind device shall not exceed 60 A-weighted decibels (dBA) as measured at the nearest zoning lot line, except during short-term events such as utility outages and severe windstorms;

- (21) Mobile home parks on no more than 80 acres of land that is adjacent to land used for campgrounds, forest preserves, hunting preserves and/or clubs or private recreation facilities, subject to development and operation in compliance with chapter 161 of the City Code; and
 - (22) Residential uses consistent with R-3 District standards on land that is adjacent to land used for campgrounds, forest preserves, hunting preserves and/or clubs or private recreation facilities, subject to development in accordance with a residential planned unit development plan approved in accordance with article 6 of the zoning ordinance.
- (D) Bulk and density requirements.
- (1) Minimum lot area. No minimum lot area is established in this district. However, lot dimensions shall be sufficient to meet the remaining density and dimensional regulations.
 - (2) Minimum lot width. No minimum lot width is required.
 - (3) Building setback requirements.
 - (a) Front yard. No principal building shall be allowed within 40 feet of any lot line or street right-of-way line.
 - (b) Side yard. None required except per subsection (D)(3)(e) of this section.
 - (c) Rear yard. None required except per subsection (D)(3)(e) of this section.
 - (d) Exception. Building setback requirements described above for side and rear yards adjacent to a railroad or a railroad siding shall not be applicable.
 - (e) Adjacency to a residential district. Where a side yard or rear yard in this district abuts a residential zoning district, no principal building shall be allowed within 30 feet of the residential lot line.
 - (4) Maximum site coverage. Site coverage shall not exceed 70%.
 - (5) Building height limitations. No building shall exceed three stories or 45 feet in height.
- (E) Other development regulations.
- (1) Section 150.110 et seq. (Off-Street Parking and Loading).
 - (2) Section 150.120 et seq. (Signs).
- (Ord. 1324, passed 1-4-00; Am. Ord. 10-02-16-01, passed 2-16-10)