BILL #26-111 ORDINANCE#_____

BY: MR. FALQUETTE

An Ordinance authorizing the City of Mansfield, Ohio (the "City") to enter a development agreement with BUC-EE'S MANSFIELD, LLC, a Delaware limited liability company, its successors, assigns, and affiliates, providing for a project to develop a Buc-ee's Travel Center located on approximately 37.5 acres of real property located within the City, as shown on Exhibit A of the Development Agreement, and declaring an emergency.

WHEREAS, BUC-EE'S MANSFIELD, LLC, a Delaware limited liability company, or an affiliate, its successors and assigns (the "Company"), plans to invest in the Mansfield Community by developing a Buc-ee's Travel Center (the "Project"); and

WHEREAS, the City and the Company desire to enter into a development agreement (the "Agreement") in order to encourage the Project and the creation of jobs within the City; and

WHEREAS, this Council has determined that it will be in the best interests of the City and its citizens to proceed to enter into the Agreement with the Company.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. This Council hereby approves the Agreement and the Public Works Director is hereby authorized to execute and deliver the Agreement presently on file with the Clerk of Council along with any changes or amendments thereto not inconsistent with this Ordinance and not substantially adverse to the City and which shall be approved by the Public Works Director and the Law Director, provided that the approval of such changes and amendments thereto, and the character of those changes and amendments as not being substantially adverse to the City, shall be evidenced conclusively by the execution and delivery of said Agreement by the Public Works Director. The Agreement may be executed and delivered to the Company or may be assigned by the Company once executed.

SECTION 2. This Council hereby authorizes the Public Works Director and Law Director to take such additional steps, execute such documents and provide such information and certifications as are necessary and appropriate to carry out and implement the terms and conditions of the aforesaid Agreement.

SECTION 3. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 4. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective so that the Project may commence to provide for creation of jobs and economic opportunities, which are vitally needed in order to enhance revenues for the City and to improve the economic welfare of the people and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	02 June 2026		
1st Reading	02 June 2026		
2nd Reading			
PASSED	02 June 2026	SIGNED	/s/ Phillip E. Scott President of Council
ATTEST	/s/ Delaine Weiner Clerk of Council	APPROVED	/s/ Jodie Perry Mayor

APPROVED AS TO FORM: Roeliff E. Harper
Law Director
City of Mansfield, Ohio

DRAFT: 5/29/2026

DEVELOPMENT AGREEMENT

by and between

CITY OF MANSFIELD, OHIO,

and

BUC-EE'S MANSFIELD, LLC

relating to

BUC-EE'S DEVELOPMENT PROJECT

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dated as of _____, 2026

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "*Agreement*") is made and entered into this day of ____, 2026 (the "*Effective Date*") by and between the **CITY OF MANSFIELD, OHIO** (the "*City*"), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the "*State*") and its Charter, and **BUC-EE'S MANSFIELD, LLC**, a Delaware limited liability company (the "*Developer*" and together with the City, the "*Parties*" and each of the Parties individually referred to herein as a "*Party*"), under the circumstances summarized in the following recitals:

RECITALS

WHEREAS, the Developer proposes to construct, or cause to be constructed, a commercial project consisting of a Buc-ee's Travel Center (the "*Commercial Project*") on approximately 37.5 acres of real property located within the City (which real property is described on Exhibit A attached hereto and is collectively referred to herein as the "*Commercial Project Property*"); and

WHEREAS, the development of the Commercial Project requires the construction and installation of certain public infrastructure improvements, including certain roadway improvements and water and sewer infrastructure, as further defined herein (the "*Public Improvements*" and together with the Commercial Project, the "*Development Project*"), with a portion of the Public Improvements constructed on real property owned or to be dedicated to the City (the "*Dedicated Public Improvements*"), all as further described and depicted on Exhibit B attached hereto; and

WHEREAS, in order to finance the Public Improvements, the City and the Developer intend to cooperate in creating a New Community Authority pursuant to Chapter 349 of the Ohio Revised Code, as amended (the "*NCA*"), and record upon the Commercial Project Property a declaration

of covenants providing for a "community development charge" as defined in Section 349.01 of the Ohio Revised Code determined on the basis of a portion of the gross receipts of the Commercial Project consisting of retail sales occurring at the Commercial Development Property (excluding sales of motor vehicle fuel) multiplied by the rate of two percent (2%); and

WHEREAS, the Parties desire that the Developer design, bid and construct, or cause to be constructed, the Public Improvements on behalf of the City and the NCA; and

WHEREAS, the City has determined that the construction of the Development Project is expected to result in the creation of employment opportunities within the City; and

WHEREAS, the Parties have determined to enter into this Agreement to provide for the construction of the Development Project and the financing of the Public Improvements;

NOW, THEREFORE, in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree and obligate themselves as follows:

(END OF RECITALS)

ARTICLE I

DEFINITIONS

Section 1.1 Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 shall have the meanings set forth in Section 1.2 unless the context or use clearly indicates another meaning or intent.

Section 1.2 Definitions. As used herein:

"***Agreement***" means this Development Agreement, dated as of the Effective Date, by and between the City and the Developer.

"***Approved Public Improvement Plans***" means the detailed plans and specifications for the Public Improvements prepared by the Developer, as approved by the City Engineer.

"***City***" means the City of Mansfield, Ohio, an Ohio municipality.

"***City Attorney***" means the City Attorney or Law Director of the City or any person serving in an interim or acting capacity with respect to that office.

"***City Codified Ordinances***" means the Codified Ordinances of the City, as amended and supplemented from time to time.

"***City Council***" means the City Council of the City.

"***City Default***" shall have the meaning set forth in Section 6.2.

"***Commercial Project***" means a Buc-ee's Travel Center to be located on the Commercial Project Property that will include an approximately 74,000 square foot Travel Center, adequate parking spaces, at least 100 fueling positions, bus parking spaces, electric vehicle charging stations and other related amenities, as further depicted on the site plan approved by the City.

"***Commercial Project Property***" means the real property described on Exhibit A.

"***County***" means the County of Richland, Ohio.

"***County Recorder***" means the County Recorder of the County or any person serving in an interim or acting capacity with respect to that office.

"***Costs of the Public Improvements***" means the costs for the design and construction of the Public Improvements as described in Exhibit C and approved by the City Engineer pursuant to a Cost Certificate submitted by the Developer pursuant to Section 5.2.

"***Declaration***" means the Declaration of Covenants encumbering the Commercial Project Property with terms and conditions reasonably acceptable to all Parties and recorded by the Developer in accordance with Section 2.4.

"***Dedicated Public Improvements***" means those portions of the Public Improvements to be constructed on real property owned by the City or to be dedicated to the City following completion of construction, as further described on Exhibit B.

"***Developer***" means Buc-ee's Mansfield, LLC, a Delaware limited liability company.

"***Developer Default***" shall have the meaning set forth in Section 6.1.

"***Development Project***" means, collectively, the Commercial Project and the Public Improvements.

"***Effective Date***" means the date as defined in the preamble of this Agreement.

"***Mayor***" means the Mayor of the City or any person serving in an interim or acting capacity with respect to that office.

"***NCA***" shall mean a New Community Authority pursuant to Chapter 349 of the Ohio Revised Code, as amended.

"***NCA Charges***" mean a "community development charge" as defined in Section 349.01 of the Ohio Revised Code determined on the basis of a portion of the gross receipts of the Commercial Project consisting of retail sales occurring at the Commercial Development Property (excluding sales of motor vehicle fuel) multiplied by the rate of two percent (2%).

"***Net NCA Charges***" means an amount equal to 87.5% of the NCA Charges net of reasonable organizational and administrative costs of the NCA.

"***Notice Address***" means:

as to the City:	City of Mansfield, Ohio 30 North Diamond St. Mansfield, OH 44902 Attention: Mayor Telephone: (419) 755-9626
With a duplicate to:	City of Mansfield Law Director 30 North Diamond St. Mansfield, OH 44902 Attention: Roeliff E. Harper, Law Director Telephone: (419) 755-9662
as to the Developer:	Buc-ee's Mansfield, LLC 1200 W Broadway, Suite 2332 Pearland, Texas 77584 Attn: Angela Janik Telephone: (979) 388-5713
With a duplicate to:	Buc-ee's Mansfield, LLC 1200 W Broadway, Suite 2332 Pearland, Texas 77584 Attention: Legal Department Email: legal@buc-ees.com

"***Parties***" means, collectively, the City and the Developer and, once joined to this Agreement, the NCA.

"***Public Improvements***" means the public infrastructure improvements described in Exhibit B, which constitute "land development" as defined in Section 349.01 of the Ohio Revised Code.

"***Reimbursement Agreement***" means the Reimbursement Agreement to be entered into by the NCA and the Developer to reimburse the Developer for Costs of Public Improvements approved pursuant to this Agreement for reimbursement to the Developer from Net NCA Charges.

"***State***" means the State of Ohio.

Section 1.3 Interpretation. Any reference in this Agreement to the City or to any officers of the City includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, a section, provision or chapter of the Ohio Revised Code, or a section or provision of the City Codified Ordinances includes the section, provision or chapter as modified, revised, supplemented or superseded from time to time; *provided*, that no amendment, modification, revision, supplement or superseding section, provision or chapter will be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "*hereof*", "*hereby*", "*herein*", "*hereto*", "*hereunder*" and similar terms refer to this Agreement; and the term "*hereafter*" means after, and the term "*heretofore*" means before, the date of this Agreement. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise. References to articles, sections, subsections, clauses, exhibits or appendices in this Agreement, unless

otherwise indicated, are references to articles, sections, subsections, clauses, exhibits or appendices of this Agreement.

(END OF ARTICLE I)

ARTICLE II

GENERAL AGREEMENT AND TERM

Section 2.1 General Agreement Among Parties. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements between the Parties, the Parties intend to and shall cooperate in the manner described herein to facilitate the design, financing, construction, acquisition and installation of the Development Project.

Section 2.2 Term of Agreement. This Agreement shall become effective as of the Effective Date and will continue until the Parties' respective obligations set forth herein have been fulfilled, unless earlier terminated in accordance with this Agreement.

Section 2.3 New Community Authority Formation. The Developer and the City agree to cooperate in the formation of the NCA pursuant to Chapter 349 of the Ohio Revised Code, as amended. The City shall prepare a petition for the creation of the NCA for the Developer's review, and following the Parties' approval of the form of such petition, the Developer shall submit the petition to City Council as the "organizational board of commissioners" of the NCA under Chapter 349 of the Ohio Revised Code. The Developer and the City also agree to cooperate to prepare and finalize the form of the declaration of covenants for the NCA Charges and record that declaration prior to the sale of any bonds or notes by the NCA. Reasonable costs of the Developer and the City for the formation of the NCA and the declaration of covenants shall be reimbursable from NCA Charges.

Section 2.4 Declaration of Covenants. The City shall prepare the Declaration for the Developer's review, and upon the Parties' approval of the form of the Declaration, the Developer shall record the Declaration in the office of the County Recorder immediately after the recording

of the deed granting title to the Commercial Project Property to Developer and prior to any other documents that may create a lien on the Commercial Project Property. The Declaration shall provide for the NCA Charges and shall further provide that the collection rate for the NCA Charges shall be reduced from two percent (2.00%) to one-quarter percent (0.25%) once all amounts due under the Reimbursement Agreement have been reimbursed.

Section 2.5 Joinder of NCA. Following the creation of the NCA, the Parties shall cooperate to cause the NCA to join this Agreement for the purpose of accepting its rights and obligations hereunder.

Section 2.6 Support for Liquor Permits. The City will take all reasonable actions requested by the Developer, at Developer's expense, to support the Developer's application or acquisition of all liquor permits that the Developer deems necessary or desirable for the Commercial Project, including but not limited to, acknowledging in writing to the Division of Liquor Control that the Commercial Project is an "economic development project" for purposes of transferring any quota permit into the Commercial Project's city, village, or township pursuant to Ohio Revised Code 4303.29(B)(2)(b) and by way of the ECONOMIC DEVELOPMENT TRANSFER FORM (the "TREX Form"). The foregoing covenant shall not require the City to expend any of its funds in connection with the application or acquisition of liquor permits.

Section 2.7 Lift Station Contribution. The Developer will reimburse the City the amount necessary for the City to design, construct and install a lift station and back-up generator (the "*Lift Station*", with such amount, the "*Lift Station Contribution*") as further described and depicted on Exhibit B. The City shall be responsible for all design, construction and installation of the Lift Station. The Lift Station Contribution shall be made at the City's request following the City's completion of the Lift Station. The Lift Station Contribution shall be treated as a Costs of Public

Improvements and shall be added as a reimbursable item under the Reimbursement Agreement upon payment to the City. The Lift Station Contribution shall not exceed $400,000.

(END OF ARTICLE II)

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE PARTIES

Section 3.1 Representations and Covenants of the City. The City represents and covenants that:

(a) It is a municipal corporation duly organized and validly existing under the Constitution and applicable laws of the State and its Charter.

(b) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. That execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to it, including its Charter, and does not and will not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound.

(c) This Agreement has, by proper action, been duly authorized, executed and delivered by it and all steps necessary to be taken by it have been taken to constitute this Agreement, and its covenants and agreements contemplated herein, as its valid and binding obligations, enforceable in accordance with their terms.

(d) To the knowledge of the City Attorney, there is no litigation pending or threatened against or by it wherein an unfavorable ruling or decision would materially adversely affect its ability to carry out its obligations under this Agreement.

(e) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

(f) Ordinance No. _____ passed by City Council on _____, 2026 authorizing the execution and delivery of this Agreement, has been duly passed and is in full force and effect as of the Effective Date.

Section 3.2 Representations and Covenants of the Developer. The Developer represents and covenants that:

(a) It is a limited liability company duly organized and validly existing under the applicable laws of the State of Delaware and qualified to do business in that State.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to it that would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. That execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to the Developer and does not and will not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound.

(d) This Agreement has, by proper action, been duly authorized, executed and delivered by it and all steps necessary to be taken by it have been taken to constitute this Agreement, and its covenants and agreements contemplated herein, as its valid and binding obligations, enforceable in accordance with their terms.

(e) There is no litigation pending (for which it has received notice) or threatened against or by it wherein an unfavorable ruling or decision would materially adversely affect its ability to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor entity.

(g) It, each of its members, each spouse of its members, each child of its members, and each political action committee affiliated with the Developer complies with Ohio Revised Code Section 3517.13 limiting political contributions.

(END OF ARTICLE III)

ARTICLE IV

DEVELOPMENT PROJECT

Section 4.1 Developer Obligations Generally. The Developer shall be responsible for completing the Development Project in accordance with the detailed development plans as approved by the City Planning Commission on, and as may be modified from time to time, and as such plans are approved by the City as hereinbefore provided. Except as otherwise provided in this Agreement, the Developer shall provide all funds necessary to design, finance and construct the Development Project. Unless a later date applies to a given obligation, as expressly set forth in this Agreement, the obligations under this Agreement of the Developer shall commence when the Developer starts material construction activities on the Development Project (such as mass excavation, site grading or construction work in public rights of way); provided, however, that the obligation to make the Lift Station Contribution under Section 2.7 commences on the Effective Date.

Section 4.2 Submittal of Plans for Development Project. For the Development Project, the Developer will prepare and will submit a site plan, architectural renderings and related development plans to the City, in such detail as is reasonably necessary for review and approval by appropriate City Boards or Commissions in accordance with the ordinary exercise of their respective rights and duties, all pursuant to and in accordance with the pertinent City Codified Ordinances. Such site plan, architectural renderings and related development plans will be submitted, and are reviewed before the City's Planning Commission.

Section 4.3 Expeditious Completion of the Development Project. The Parties agree that the expeditious completion of the Development Project will benefit both Parties. To that end, the Parties agree to act in good faith and in a cooperative manner to complete the Development

Project in accordance with the terms of this Agreement. The City also agrees to act in good faith and diligently review the various applications and other matters which must be approved by the City as compliant with applicable laws and regulations in connection with the Development Project; *provided*, *however*, the Developer acknowledges and agrees that the various approvals of the City relating to planning and zoning described in this Article IV shall not be effective until approved by the appropriate body as contemplated hereby.

Section 4.4 Permits. Prior to commencing construction of the Development Project, the Developer shall obtain all necessary permits from all levels of government having jurisdiction thereover to allow the Developer to build and develop the Development Project consistent with the detailed development plan(s) for the Development Project. Standards for permit approval shall comply with all applicable standards (as may be set forth in City Codified Ordinances or elsewhere) at the time of zoning permit application or, in the case of the City administrative plan review requirements, at the time of application for those predevelopment permits.

Section 4.5 Installation of Public Improvements. The Developer shall be responsible for the installation of the following Public Improvements as set forth below and further described on Exhibit B attached hereto and the Approved Public Improvement Plans:

(a) Water. Except as otherwise provided herein, at no cost to the City, it shall be the obligation of the Developer to construct the water lines, hydrants, valves, and related appurtenances (which may be on public easements) required for the Development Project, which water lines, hydrants, valves, and related appurtenances shall be installed and inspected pursuant to plans and specifications approved by the City in accordance with the City's standard requirements and will be dedicated to the City.

(b) Sanitary Sewer. Except as otherwise provided herein, at no cost to the City, it shall be the obligation of the Developer to construct the sanitary sewer lines and related appurtenances required for the Development Project, which sanitary sewer lines and related appurtenances shall be installed and inspected pursuant to plans and specifications approved by the City in accordance with the City's standard requirements and will be dedicated to the City.

(c) Roadways. Except as otherwise provided herein, all road improvements required for the Development Project shall be constructed by the Developer. All public road improvements shall be constructed in accordance with the City standards and the Ohio Department of Transportation Design Criteria as applicable to the type of road being constructed and in accordance with final development plans and permits approved by the City. All road improvements shall be reviewed, inspected, approved and accepted by the City. The Developer shall ensure that all roadway, utility and other construction and development work undertaken by the Developer will be designed and performed in such a manner as not to disrupt or otherwise interfere with any then existing storm sewer drainage systems (surface, field tile or other) on or off of the Commercial Project Property or other property affected by the construction of the Public Improvements.

(d) Cross Easements for Utility Services. The Parties agree among themselves to grant, without charge, reciprocal cross-easements or easements to public or private utilities, as appropriate, for construction of utilities that are part of the Public Improvements, or other public or private utilities to service the Commercial Project; *provided*, *however*, that all easements shall be within or adjacent to the various proposed public roads or driveway rights-of-way, as set forth on the revised basic development plan for the Commercial Project, except as may otherwise be reasonably necessary to assure utility services to all parts of the Commercial Project. Easements for surface drainage shall follow established water courses, unless otherwise agreed to by the City.

The Developer shall restore any easement areas to a condition which is reasonably satisfactory to the City promptly following any construction work by it.

(e) Bidding. Developer will bid contracts that the Developer enters into for Public Improvements by invitation to at least three qualified bidders pursuant to an agreed upon bidding process approved by the City and shall award contracts to the bidder providing the best bid (taking into account price and other material terms within the bids). Prior to Developer's award of any contract the bid shall be submitted to the City. The City shall provide comments within ten (10) business days of submission of the bid by the Developer to the City. The City may provide comments to the bid based on any deviations from the Approved Public Improvement Plans or City ordinances. The Developer and the City will address the comments as expeditiously as possible in order to prevent delays in construction.

(f) Construction Representative. At all times during construction of the Public Improvements, the Developer shall designate and make available to the City during normal business hours and during times when construction is occurring a competent representative who is knowledgeable and familiar with the design and construction of the Public Improvements.

(g) Hazardous Materials. The Developer, its officers, agents, employees, contractors, subcontractors, guests, and invitees shall not bring in, on, or incorporate into any of the Public Improvements any asbestos or other hazardous or toxic substance in contravention to any federal, State of Ohio, Richland County, or City health, safety, or sanitation law, ordinance, regulation, or rule. If it is determined that the Developer has caused or permitted hazardous materials to be brought in, on, or incorporated into any of the Public Improvements in violation of law, then the Developer agrees to fully remediate such condition within thirty (30) days following its receipt of written notice of any such determination by any government authority. In the event such

remediation reasonably requires a longer period of time to complete, then such thirty (30) day period shall be reasonably extended as long as the Developer has commenced such remediation within the initial thirty (30) day period and pursues such remediation with due diligence.

(h) Compliance with Occupational Health and Safety Act of 1970. Developer shall be responsible for compliance with the Occupational Safety and Health Act of 1970 to the extent applicable.

(i) Construction Approval. Upon completion by the Developer of each Public Improvement constructed under this Agreement, the City Engineer shall either certify satisfactory completion of that Public Improvement and accept that Public Improvement ("*Construction Approval*") or shall reject that Public Improvement, in which event the City Engineer shall provide Developer with a detailed written explanation of why that Public Improvement deviates from the Approved Public Improvement Plans so as to allow Developer an opportunity to remedy such deficiencies and re-request the City Engineer to certify satisfactory completion of that Public Improvement. Construction Approval shall only be withheld by the City Engineer if the Public Improvement materially deviates from the Approved Public Improvement Plans. Construction Approval shall only be granted pursuant to the requirements of City Codified Ordinances and the conditions set forth in this Agreement.

Prior to Construction Approval, the Developer shall furnish to the City Engineer one set of as-constructed ("*As-Built*") construction plans on paper with an electronic file containing the revised As-Built drawings in both Portable Document Format (.pdf) and AutoCAD format for the Public Improvement for which Construction Approval is requested. All As-Built information shall be shown in red ink and each sheet of the drawings shall be marked "As-Built" in red ink. The City

shall have an irrevocable license to use and reproduce all As-Built drawings furnished to the City Engineer by the Developer.

Section 4.6 Additional Requirements for Dedicated Public Improvements.

(a) Construction Standards. For all Dedicated Public Improvements, construction and materials shall meet the requirements of, and construction shall be conducted in accordance with, (i) the City Codified Ordinances, including the standards set forth in the City Codified Ordinances for sanitary sewer and water supply improvements, and the current volume of the "Construction and Material Specifications" of the Ohio Department of Transportation. The Developer shall pay for all inspections, material testing, and construction testing which may be required by the City in accordance with the City Codified Ordinances. All construction and all required testing shall be completed before the Developer requests Construction Approval of the Dedicated Public Improvements by the City.

(b) Due Care. The Developer warrants that it will exercise and cause each contractor working on the Dedicated Public Improvements to exercise in its performance of this Agreement and the design and construction of the Dedicated Public Improvements the standard of care normally exercised by nationally recognized engineering and construction organizations engaged in performing comparable services. The Developer further warrants, and will require that each contractor for the Dedicated Public Improvements to warrant to the City, that (a) materials and equipment furnished under its contract will be of good quality and new, (b) the contractor's work product will be free from defects not inherent in the quality required or permitted, (c) the work product will perform all functions for which it is intended, and (d) the work product will conform to the requirements of the Approved Public Improvement Plans and applicable law.

(c) Commencement of Construction. The City Engineer shall be notified in writing three (3) working days in advance of the commencement of construction of each Dedicated Public Improvement. Prior to commencement of construction the Developer shall file of notice of commencement as required by Section 1311.26 et. seq. of the Ohio Revised Code and provide all insurance policies and surety bonds required by this Agreement and the City Codified Ordinances.

(d) Insurance. During the construction of the Dedicated Public Improvements, the Developer shall carry comprehensive general liability insurance containing (i) public liability insurance in the amount of $1,000,000 for bodily injuries including those resulting in death of any one person and on account of any one accident or occurrence, (ii) property damage insurance in an amount of $1,000,000 from damages on account of any one accident or occurrence, and (iii) valuable papers insurance in an amount sufficient to assure restoration of any plans, drawings, field notes, or other similar data relating to the work covered by this Agreement in the event of their loss or destruction until such time as the plans and field and design data are delivered to the City. Such policies of insurance shall name the City as an additional insured. Such policies of insurance shall be primary and non-contributory to any other insurance of the certificate holder. Such policies of insurance shall each contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days prior written notice has been given to the City. Evidence of such policies of insurance shall be delivered to the City prior to the start of construction of the Dedicated Public Improvements. The Developer also agrees to carry in its own behalf worker's compensation insurance and employer's liability insurance, if applicable, in amounts sufficient to satisfy the statutory requirements of the State of Ohio.

(e) Performance Bond. The Developer shall furnish, prior to commencement of construction of any Dedicated Public Improvement to be constructed on property already owned

by the City, a project guarantee in the form of a surety bond (the "Performance Bond"), which shall name the City as obligee in the form provided by Ohio Revised Code Section 153.57. The Developer shall provide to the City a copy of the Performance Bond prior to commencement of construction of that Dedicated Public Improvement. The Performance Bond shall be furnished in an amount equal to one hundred ten percent (110%) of the estimated total cost of that Dedicated Public Improvement. The Developer may terminate the Performance Bond upon submission and approval of the Maintenance Bond as described below.

(f) Maintenance Bond. Immediately following Construction Approval of a Dedicated Public Improvement, the Developer shall furnish a guarantee of the satisfactory performance, maintenance, and upkeep of that Dedicated Public Improvement for the one-year period following Construction Approval in the form of a surety bond (the "Maintenance Bond") in accordance with Section 1113.04(b) of the City Codified Ordinances. The Maintenance Bond shall be furnished in an amount equal to ten percent (10%) of the actual cost of that Dedicated Public Improvement. Any Maintenance Bond shall remain in place until one year after the date of Construction Approval of the applicable Dedicated Public Improvement.

(g) Standards for Sureties. Any Performance Bond and any Maintenance Bond shall be executed by a surety that is licensed to conduct business in the State of Ohio and is named in the current list of "Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Insurance Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department, or as may be otherwise approved in writing by the City. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety of any Performance Bond or Maintenance Bond furnished by the Developer declares bankruptcy, becomes insolvent or loses its right to do business in the State of

Ohio, the Developer shall within five (5) business days after receipt of notice of such bankruptcy, insolvency or incapacity substitute another bond and surety acceptable to the City.

(h) Breach; Enforcement of Sureties. The Developer shall at its own expense (i) repair, replace, correct or re-execute, or cause to be repaired, replaced, corrected or re-executed, any of the Dedicated Public Improvements that fail to conform with the requirements of the City Codified Ordinances or this Agreement during the construction of the Dedicated Public Improvements; (ii) repair, replace or correct any portion of a Dedicated Public Improvement that has proven faulty or have been improperly installed and correct any defects in materials and workmanship of a Dedicated Public Improvement (without regard to the standard of care exercised in its performance) which appear within a period of one (1) year after Construction Approval for that Dedicated Public Improvement; and (iii) repair, replace, correct or restore, or cause repair, replacement, correction or restoration of, any parts of the Dedicated Public Improvements or any of the fixtures, equipment, or other items placed therein that are injured or damaged as a consequence of any such failure or defect, or as a consequence of corrective action taken pursuant hereto. The obligation set forth under part (iii) shall expire for each Dedicated Public Improvement one (1) year following the completion of the corrective work.

(i) City Step-In Rights. The Developer agrees that any material violations of or noncompliance with any of the terms and conditions of this Agreement with respect to any Dedicated Public Improvement, after the City has provided the Developer with written notice thereof and a reasonable period to cure any such violation, shall constitute a Developer Default. If the Developer shall not have commenced to cure such Developer Default within thirty (30) days after receipt of written notice from the City, and thereafter proceed diligently to cure such breach, in addition to all other remedies available to the City under this Agreement, the City shall have

the right in accordance with City Codified Ordinances to (i) stop all work on the applicable Dedicated Public Improvement forthwith, (ii) continue any unfinished construction of that Dedicated Public Improvement or replace any unaccepted construction to a point that the applicable Dedicated Public Improvement does not, to the satisfaction of the City Engineer, appear to create a health or safety hazard or create maintenance or repair expense for the City because of the then-present state of the applicable Dedicated Public Improvement, and (iii) act against and hold the surety of the Performance Bond obtained by the Developer responsible for all actual expenses of the City, including engineering, legal, construction, and interest expenses, incurred for the purpose of properly completing the applicable Dedicated Public Improvement as required by this Agreement and the City Codified Ordinances.

(j) Warranties. The City shall be a beneficiary of all warranties provided by contractors to Developer. All warranties required by the City Codified Ordinances shall be deemed to be provided by the Developer and made a part of this Agreement.

(k) Prevailing Wage. Developer will comply with Chapter 4115 of the Revised Code for the Dedicated Public Improvements to the extent applicable. The City Finance Director, or such other official as may be designated by the City, will act as prevailing wage coordinator.

(l) Mechanics Liens. Prior to Construction Approval for any Dedicated Public Improvement, the Developer shall cause the provision of any security required by any portion of the Ohio Revised Code necessary to cause any existing mechanic's liens on the applicable Dedicated Public Improvement to be released of record with respect to such Dedicated Public Improvement and shall cause the lien of any mortgage or delinquent taxes affecting that Dedicated Public Improvement to be released. Within thirty (30) days of Construction Approval, the Developer shall furnish to the City an itemized statement showing the Project Costs for that

Dedicated Public Improvement and a notarized affidavit stating that all material and labor costs have been paid and confirmation that any existing mechanic's liens have been released or are being contested by Developer in accordance with the Ohio Revised Code. The parties acknowledge and agree that the City shall not owe or have any responsibility for expenses and claims for labor and/or material incident to construction of the Dedicated Public Improvements.

(m) Dedication. All public utilities and public roadways (including related rights-of-way) installed and/or constructed as part of the Dedicated Public Improvements shall be dedicated (free and clear of any liens, encumbrances and restrictions except as may be permitted in writing by the City) to the City and recorded with the County Recorder at such time as is consistent with the City Codified Ordinances and the terms of this Agreement.

Section 4.7 Fees, Charges and Taxes. The Developer shall, as and when customarily payable to the City on projects comparable to the Development Project, pay the then current standard fees in connection with any construction of the Development Project, which fees shall include, but not be limited to, fees for the provision of water, sanitary sewer and storm sewer services, and which fees, the City agrees, will be determined in a manner consistent and uniform with the manner of fee determination on projects comparable to the Development Project. The Developer acknowledges and agrees that the City reserves the right to adjust the standard fees described in this Section 4.7 from time to time in a manner consistent and uniform with the manner of fee determination on projects comparable to the Development Project. The Developer shall also ensure that any other standard fees, sales and use taxes, if any, and license and inspection fees necessary for the completion of the Development Project shall be timely paid. The City agrees to provide sales tax exemption certificates for building and construction materials for all Dedicated

Public Improvements within public rights of way or that will be dedicated to the City upon completion.

Section 4.8 Compliance with Laws. In connection with the construction of the Development Project and in performing its obligations under this Agreement, the Developer agrees that it shall comply with, and require all of its employees, agents, contractors and consultants to comply with, all applicable federal, state, county, municipal (including City Codified Ordinances) and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence affecting the Development Project or any part thereof, or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or legally binding upon the Developer, at any time in force affecting the Development Project or any part thereof.

Section 4.9 Maintenance of Access Road. The Developer shall be responsible for the maintenance of the access road identified and depicted on Exhibit B (the "*Access Road*") for so long as the Commercial Development Property is the only private property with a paved access to the Access Road. The Developer shall maintain the Access Road in accordance with all standards for road maintenance in City Code and at a level at least equal to the standards at which the City maintains its roadways. The parties anticipate that the Developer and the NCA (and the City, if so determined by the City) will enter into a maintenance agreement (which may be included in the Reimbursement Agreement) to further detail the maintenance of the Access Road. Amounts spent

by the Developer to maintain the Access Road shall be reimbursable under the Reimbursement Agreement.

(END OF ARTICLE IV)

ARTICLE V

NCA FINANCING

Section 5.1 Reimbursement for Public Improvements Costs. The City and the Developer shall cooperate to cause the NCA to use the Net NCA Charges to reimburse the Developer for the Costs of the Public Improvements as provided in this Article V. The obligations of the NCA under this Article are contingent upon the joinder of the NCA to this Agreement and the approval of the Reimbursement Agreement between the NCA and Developer to reimburse Costs of Public Improvements (together with interest thereon at the rate of 6.35% per year) from Net NCA Charges. The Parties agree to cooperate as reasonably necessary to cause the Board of Trustees to consider approval of the reimbursement agreement at its earliest practical meeting.

Section 5.2 Cost Certificates. The Developer shall certify to the NCA and the City costs for the design and construction of the Public Improvements, along with such evidence and back-up of those costs and other matters with respect to the Developer's compliance with this Agreement as may be reasonably requested by the NCA or the City (each, a "*Cost Certificate*", an example of which is attached hereto as Exhibit D). Each Cost Certificate shall constitute a representation and warranty by the Developer that it is in full compliance with this Agreement.

The City Engineer, within thirty (30) days following receipt of any Cost Certificate, must provide his or her written approval of that Cost Certificate. Prior to providing such written approval, the City Engineer may require review of the Cost Certificate by an independent inspector approved by the City Engineer to verify the work performed and the costs submitted. The cost of any such independent inspector shall be paid by the Developer and maybe be included in a Cost Certificate for reimbursement under the Reimbursement Agreement. Should any Cost Certificate be disapproved, the City Engineer must give written notice to the Developer of the reasons for that

disapproval and the Developer is entitled to file an amended Cost Certificate, which amended Cost Certificate will be treated as if it were an original Cost Certificate. The costs included in a Cost Certificate approved by the City Engineer constitute "*Costs of the Public Improvements*" to be reimbursed to the Developer pursuant to the Reimbursement Agreement.

Section 5.3 Levy and Collect the Community Development Charge. The NCA will levy the NCA Charges at the maximum rate and at the times as permitted by the Declaration and the Petition, provided that the NCA may levy a lesser rate if recommended by the Developer. The NCA will not amend the Declaration in any way that would reduce the NCA Charges without the express written consent of the Developer while any amount is due to the Developer under this Article and the City. The NCA will use its best efforts to collect the NCA Charges in the amounts so levied and at the times anticipated by the Petition and the Declaration. The NCA will take all actions reasonably available to it to collect delinquent payments of the NCA Charges and to cause, to the extent permitted by law, any lien securing the delinquent payments to be enforced, including through prompt and timely foreclosure proceedings consistent with the procedures by which the County may enforce real estate tax liens.

Section 5.4 Administrative and Maintenance Expenses. The Developer shall pay reasonable and customary administrative expenses of the NCA if NCA Charges are insufficient to pay those expenses (e.g. accounting expenses, insurance and statutorily required surety bonds, routine legal expenses, costs of annual or bi-annual audits by the State, postage, printing costs, etc.). The Reimbursement Agreement shall provide that the NCA shall reimburse the Developer for any such expenses paid from NCA Charges once available.

Section 5.5 Appropriation and Transmittal of Available NCA Charges to the Developer. The NCA agrees to take all actions (subject to any necessary NCA Board approvals)

to appropriate and pay to the Developer all amounts due under the Reimbursement Agreement at least twice each calendar year (or at such greater interval established under the Reimbursement Agreement) until the Developer has been reimbursed in full for Costs of Public Improvements due under the Reimbursement Agreement together with accrued interest thereon.

Section 5.6 Payment Obligation. The obligation of the NCA to make payments to the Developer under this Article absolute and unconditional, and the NCA must make such payments without abatement, diminution, or deduction, regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment, or counterclaim that the NCA may have or assert against the Developer or anyone acting by or on behalf of the Developer or any other person.

Section 5.7 No Additional Assignment of Net NCA Charges. To the full extent permitted by law, the NCA assigns to the Developer all of its right, title, and interest in and to the Net NCA Charges and agrees to pay and transfer the same to the Developer as provided herein and the Reimbursement Agreement. The NCA agrees that it will not (a) commit or pledge the Net NCA Charges in any way other than as described herein or (b) issue any other indebtedness secured by Net NCA Charges without the express written consent of the Developer. Notwithstanding the foregoing, the NCA may use any Net NCA Charges remaining after payment of all amounts due to the Developer under the Reimbursement Agreement for other uses permitted by Chapter 349 of the Ohio Revised Code and approved by the Board of Trustees of the NCA.

Section 5.8 Enforceable by Mandamus. All of the obligations of the NCA under this Agreement are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the NCA within the meaning of Section 2731.01 of the Ohio Revised Code and are enforceable by mandamus.

Section 5.9 Continuing Contract. The Parties intend that the NCA's payment obligations under this Article V constitute continuing contractual obligations of the NCA and the NCA's payment obligations hereunder remaining unfulfilled in the current and future fiscal years must be included in successive annual appropriation measures as a fixed charge all in a manner consistent with Section 5705.44 of the Ohio Revised Code.

(END OF ARTICLE V)

ARTICLE VI

EVENTS OF DEFAULT; REMEDIES

Section 6.1 Developer Default. Any one or more of the following shall constitute a Developer Default under this Agreement:

(a) Default by the Developer in the due and punctual performance or observance of any material obligation under this Agreement and such default is not cured within thirty (30) days after written notice from the City, *provided* that if the default is of a non-monetary nature and cannot reasonably be cured within thirty (30) days, a Developer Default shall not be deemed to occur so long as the Developer commences to cure the default within the thirty (30) day period and diligently pursues the cure for completion within a reasonable time;

(b) Any representation or warranty made by the Developer in this Agreement is false or misleading in any material respect as of the time made;

(c) The filing by the Developer of a petition for the appointment of a receiver or a trustee with respect to it or any of its property;

(d) The making by the Developer of a general assignment for the benefit of creditors;

(e) The filing of a voluntary petition in bankruptcy or the entry of an order for relief pursuant to the federal bankruptcy laws, as the same may be amended from time to time, with the Developer as debtor; or

(f) The filing by the Developer of an insolvency proceeding with respect to such party or any proceeding with respect to such party for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors.

Section 6.2 City Default. Any one or more of the following shall constitute a City Default under this Agreement:

(a) Default by the City in the due and punctual performance or observance of any material obligation under this Agreement and such default is not cured within thirty (30) days after written notice from the Developer, *provided* that if the default is of a non-monetary nature and cannot reasonably be cured within thirty (30) days, a City Default shall not be deemed to occur so long as the City commences to cure the default within the thirty (30) day period and diligently pursues the cure for completion within a reasonable time;

(b) Any representation or warranty made by the City in this Agreement is false or misleading in any material respect as of the time made; or

(c) The filing of a voluntary petition in bankruptcy or the entry of an order for relief pursuant to the federal bankruptcy laws, as the same may be amended from time to time, with the City as debtor.

Section 6.3 Remedies. In the event that the Developer shall create or suffer a Developer Default under this Agreement which remains uncured as aforesaid, or in the event that the City shall create or suffer a City Default under this Agreement which remains uncured as aforesaid, or in the event of any dispute arising out of or relating to this Agreement which does not necessarily rise to the level of a default hereunder, then absent facts or circumstances which compel a Party's pursuit of immediate injunctive or other equitable relief, the Parties agree to and shall first proceed as follows prior to pursuit of any other remedies hereunder, in equity or at law:

(a) the complaining Party shall notify the other Party of the dispute and/or claimed default, and thereafter the Parties shall undertake good faith discussions for the purpose of resolving the dispute and/or the issues giving rise to the claimed default.

(b) If the dispute and/or the issues giving rise to the claimed default are not resolved by such good faith discussions within thirty (30) days after such notice is provided under foregoing

clause (i), then, upon the request of either Party by written notice to the other Party, mediation shall be initiated through the use of a mutually-acceptable neutral mediator not affiliated with either of the Parties, and thereafter the Parties shall proceed in good faith with such mediation for the purpose of resolving the dispute and/or the issues giving rise to the claimed default. If the Parties are unable to agree upon a neutral mediator, then either Party may solicit the Administrative Judge of the Common Pleas Court of Richland County, Ohio to appoint the mediator. If the dispute and/or the issues giving rise to the claimed default are not resolved within thirty (30) days after the identification or appointment of the mediator, then the Parties may pursue their other remedies hereunder, in equity or at law. Each Party shall pay its own costs and one-half (1/2) of the mediator's fees and expenses in connection with any such mediation. The Developer acknowledges that before the Parties may proceed with mediation in accordance with this Section 6.3(a), City Council must first authorize and appropriate sufficient monies to pay the City's portion of the cost.

Section 6.4 Other Rights and Remedies; No Waiver by Delay. The Parties each have the further right to institute any actions or proceedings (including, without limitation, actions for specific performance, injunction or other equitable relief) as it may deem desirable for effectuating the purposes of, and its remedies under, this Agreement; *provided*, that any delay by any Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement will not operate as a waiver of those rights or to deprive it of or limit those rights in any way; nor will any waiver in fact made by either Party with respect to any specific default or breach by any other Party under this Agreement be considered or treated as a waiver of the rights of that Party with respect to any other defaults by the other Party or with respect to the particular default or breach except to the extent specifically waived in writing. It is the further intent of this

provision that no Party should be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy provided in this Agreement because of concepts of waiver, laches, or otherwise, to exercise any remedy at a time when it may still hope otherwise to resolve the problems created by the default involved.

Section 6.5 Force Majeure. Except as otherwise provided herein, no Party will be considered in default in or breach of its obligations to be performed hereunder if delay in the performance of those obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, acts of God, acts of terrorism or of the public enemy, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen but not including lack of financing capacity; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of obligations shall be extended for the period of the enforced delay; *provided*, *however*, that the Party seeking the benefit of the provisions of this Section must, within a reasonable period following commencement of the enforced delay, notify the other Party in writing of the delay and of the cause of the delay and of the duration of the delay or, if a continuing delay and cause, the estimated duration of the delay, and if the delay is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other Parties in writing of the duration of the delay. Delays or failures to perform due to lack of funds shall not be deemed unforeseeable delays.

Section 6.6 Limits on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall a Party, or its successors or permitted assigns, be liable to each other for fines, punitive, special, consequential or indirect damages of any type and

regardless of whether those damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law unless otherwise expressly agreed by the Party against which the damages could be assessed.

(END OF ARTICLE VI)

ARTICLE VII

MISCELLANEOUS

Section 7.1 Assignment. This Agreement may not be assigned without the prior written consent of the non-assigning Party; *provided*, *however*, that the Developer may assign its rights and obligations under this Agreement to any affiliate of the Developer; *provided*, *further*, any assignment shall not have an effective date earlier than the date title to the parcel upon which such Development Project is to be constructed is/are transferred to the affiliate as evidenced by the recordation of the deed(s) to said parcel(s). For purposes of this Agreement, an "*affiliate*" of the Developer shall mean any entity controlled by or under common control with the Developer and, "*controlled by*" or "*under common control with*" will refer to the possession, directly or indirectly, of the legal power to direct or cause the direction of the management and policies of an entity, whether through the exercise of, or the ability to exercise, voting power or by contract. Nothing in this Agreement prevents, and the Developer may, sell homes in the Commercial Project Property at any time in the normal course of its business.

Section 7.2 Binding Effect. The provisions of this Agreement are binding upon the successors or permitted assigns of the Parties, including successive successors and assigns. The Parties acknowledge that all matters subject to the approval of City Council will be approved or disapproved in City Council's sole discretion. All obligations, rights, remedies, and interests held, created in, or received by Developer in this Agreement or in any agreement attached to or entered into pursuant to this Agreement, shall, unless the same are specifically and expressly reserved by this Agreement to Developer, be obligations, rights, remedies, and interests automatically transferred by Developer to an affiliate of Developer with, and at such time as, the deed to any parcel upon which Development Project is to be constructed is executed and delivered by

Developer; *provided*, *however*, that the automatic transfer of such obligations, rights, remedies, and interests described in this sentence are herein limited to the obligations, rights, remedies, and interests as they relate to and affect the Development Project owned by the Developer.

Section 7.3 Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Agreement.

Section 7.4 Day for Performance. Wherever herein there is a day or time period established for performance and the day or the expiration of the time period is a Saturday, Sunday or legal holiday, then the time for performance will be automatically extended to the next business day.

Section 7.5 Document Submissions to the City. Except as otherwise required by the City Codified Ordinances, any documents required to be submitted to the City pursuant to this Agreement shall be submitted to the Mayor or such other City department as may be directed by the Mayor.

Section 7.6 Entire Agreement. This Agreement, including the exhibits and the corollary agreements contemplated hereby, embodies the entire agreement and understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

Section 7.7 Executed Counterparts. This Agreement may be executed in several counterparts (including electronically executed or delivered counterparts), each of which will be deemed to constitute an original, but all of which together constitute but one and the same instrument. It is not necessary in proving this Agreement to produce or account for more than one of those counterparts.

Section 7.8 Extent of Covenants; Conflict of Interest; No Personal Liability. No member, official or employee of the City shall have a personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement that affects his personal interest or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No covenant, obligation or agreement may be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent, director, member or employee of the City or the Developer, or its successors or permitted assigns, other than in his or her official capacity, and neither the members of the legislative body of the City nor any official executing this Agreement nor any present or future member, officer, agent, director or employee of the Developer, or its successors or permitted assigns, are liable personally under this Agreement or subject to any personal liability or accountability by reason of the execution hereof or by reason of the covenants, obligations or agreements of the City and the Developer contained in this Agreement.

Section 7.9 Governing Law. This Agreement is governed by and is to be construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees and the Developer, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Richland County, Ohio.

Section 7.10 No Third-Party Beneficiary. Nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other than the Parties, any legal or equitable right, remedy, power or claim under or with respect to this

Agreement or any covenants, agreements, conditions and provisions contained herein. This Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the Parties hereto, as provided herein. It is not intended that any other person or entity shall have standing to enforce, or the right to seek enforcement by suit or otherwise of any provision of this Agreement whatsoever.

Section 7.11 Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received by email, or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the recipient at the Notice Address, or to another address of which the recipient has previously notified the sender in writing, and the notice will be deemed received upon actual receipt, unless sent by certified mail, in which case the notice will be deemed to have been received when the return receipt is received, signed or refused. Any process, pleadings, notice or other papers served upon any Party must be sent by registered or certified mail at its Notice Address, or to another address or addresses as may be furnished by one party to the other.

Section 7.12 Recitals and Exhibits. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto and the information contained in the Exhibits hereto are an integral part of this Agreement and as such are incorporated herein by reference.

Section 7.13 Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination will not affect any other provision, covenant, obligation or agreement contained herein, each of which will be construed and enforced as if the invalid or unenforceable portion

were not contained herein. If any provision, covenant, obligation or agreement contained herein is subject to more than one interpretation, a valid and enforceable interpretation is to be used to make this Agreement effective. That invalidity or unenforceability will not affect any valid and enforceable application, and each provision, covenant, obligation or agreement will be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.14 Indemnification. The Developer shall indemnify and hold harmless the City, and all of its elected officials, officers, employees and agents from all claims, suits, actions and expenses (including reasonable attorney's fees) which arise due to the wrongful or negligent performance or non-performance of the Developer with respect to the design, construction, and installation of the Development Project, including any and all proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor, subcontractor or agent of the Developer, from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of the Developer or its agents or employees.

Section 7.15 Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(END OF ARTICLE VII – SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

CITY OF MANSFIELD, OHIO

By: _____

Jodie A. Perry
Mayor

Approved as to Form and Correctness:

By: _____ Roeliff E. Harper, Esq.
Law Director

STATE OF OHIO)
) SS:
COUNTY OF RICHLAND)

On this ____day of _____, 2026, before me a Notary Public personally appeared Mayor Jodie A. Perry, the Mayor and authorized representative of the City of Mansfield, Ohio, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of the City of Mansfield, Ohio and the voluntary act and deed of the City of Mansfield, Ohio.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

_____

Notary Public

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

BUC-EE'S MANSFIELD, LLC

By: _____

Printed: Joe O'Leary
Title: Vice President

STATE OF TEXAS)
) SS:
COUNTY OF BRAZORIA)

On this _____day of _____, 2026, before me a Notary Public personally appeared Joe O'Leary, the Vice President of Buc-ee's Mansfield, LLC, a Delaware limited liability company, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of the company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

_____

Notary Public

EXHIBIT A

MAP AND LEGAL DESCRIPTION OF COMMERCIAL PROJECT PROPERTY

[TO BE ATTACHED]

EXHIBIT B

DESCRIPTION AND DEPICTION OF PUBLIC IMPROVEMENTS

[TO BE ATTACHED]

EXHIBIT C

PRELIMINARY DEVELOPMENT PROJECT BUDGET

[TO BE ATTACHED]

EXHIBIT D

COST CERTIFICATE

[TO BE ATTACHED]