

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE
A CERTAIN AGREEMENT ENTITLED "LICENSE AGREEMENT"
WHICH IS BETWEEN THE CITY OF Urbana, ILLINOIS AND
SHELBY'S IN Urbana

WHEREAS, it is desirable and in the best interests of both parties to enter into an agreement to provide additional light in the area as proposed by the Agreement; and

WHEREAS, a written copy of such Agreement, entitled "License Agreement" Between the City of Urbana, Illinois and Shelby's in Urbana (the "Agreement"), has been presented to and is now before this meeting.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF Urbana, ILLINOIS, as follows:

Section 1. That the terms and provisions of the Agreement, in substantially the form thereof now before this meeting, be and the same are hereby approved.

Section 2. That the Mayor of the City be and the same is hereby authorized to execute and deliver such Agreement and the City Clerk of Urbana, Illinois, be and the same is authorized to attest to such execution thereof, all as is so authorized and approved for and on behalf of the City of Urbana, Illinois.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this 1st day of February,
1993.


Ruth S. Brookens
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 8th day of February,
1993.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 9293-74 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk
February 4, 1993
Date



LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this 1st day of February, 1993, by and between the CITY OF URBANA, a municipal corporation of the State of Illinois (the "City"), and SHELBY'S IN URBANA, an automobile dealer ("Shelby's"),

WITNESSETH:

WHEREAS, Shelby's proposes to construct, install and maintain a security lighting system (the "Nite-Lite") to be located above ground in the Broadway Avenue right-of-way of the City of Urbana and connected to the existing lighting system of Shelby's in the city blocks bounded by University, Cunningham, Crystal Lake, and Broadway Avenue in the City, all as more particularly described on the plan sheet attached hereto (the "Plans"); and

WHEREAS, Shelby's desires to construct, install and maintain the Nite-Lite at its own expense and agrees to hold the City harmless from any and all liability in connection therewith; and

WHEREAS, the City is willing to allow said construction, installation and maintenance by Shelby's of the Nite-Lite under the terms and conditions as are herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and Shelby's do mutually covenant and agree as follows:

Section 1. Grant. The City, subject to the terms and conditions of this License Agreement and subject to the rights of any public utility having easements in and about the premises, does hereby grant to Shelby's the license, right and privilege to enter upon such portion of Broadway Avenue right-of-way as shall be required for the purpose of constructing, installing and maintaining the Nite-Lite in accordance with the Plans, which such Plans shall previously have been further reviewed and approved by the Public Works Director prior to the commencement of any construction or installation of the Nite-Lite.

Section 2. Cost of construction, installation and maintenance. Shelby's shall be solely responsible for any and all costs associated with the Plans for the design and location of the Nite-Lite, as well as the actual construction, installation, maintenance, relocation or removal of the Nite-Lite. Shelby's shall, at its sole cost and expense, also, restore to its former condition the parkway of the Broadway Avenue right-of-way and all other areas within said right-of-way which may be disturbed or interfered with by the construction, installation, maintenance, relocation or removal of the Nite-Lite. All surplus excavation and other spoil shall also be promptly removed from the Broadway Avenue right-of-way at Shelby's sole cost and expense.

Section 3. Time and manner of construction, installation and maintenance. Shelby's and/or its contractor shall perform any such work in connection with the Nite-Lite, with a minimum of inconvenience to the general public and shall, prior to commencing any construction, installation or maintenance of the Nite-Lite, be required to obtain a permit from the City Engineer with payment of appropriate fees for any such work in the Broadway Avenue right-of-way, which such permit by the City may include additional requirements for time of construction, traffic control and any other such matters relating to such work as the City, in its sole discretion, may from time to time require.

Section 4. Further conditions and terms. It is expressly understood and agreed that the License herein granted to Shelby's by the City is and the same shall be at all times subordinate to the City's use of the Broadway Avenue right-of-way, and should any relocation of the Nite-Lite be deemed necessary by the City at any time in the future, then such relocation of the Nite-Lite shall be at Shelby's sole cost and expense and shall be done as nearly as practicable in accordance with the City's request for such relocation. This license shall extend for such period as Shelby's continues to use and maintain the Nite-Lite in good condition and repair and only for so long as Shelby's shall use the Nite-Lite for the intended purpose as stated herein, and the same shall immediately lapse and terminate upon cessation of such use. Notwithstanding any of the foregoing, this License shall automatically terminate if, as a result of the City's use of Broadway Avenue right-of-way, the City determines that the removal of the Nite-Lite shall be necessary in connection with a proper public purpose for the use of said Broadway Avenue right-of-way. In the event of any such termination, the removal of the Nite-Lite shall be a Shelby's sole cost and expense and shall be done in a timely manner as nearly as practicable in accordance with the City's request for such removal.

Section 5. Insurance. Shelby's and/or Shelby's contractor shall have and maintain at their sole expense during any period of construction, installation, maintenance, relocation or removal of the Nite-Lite in the Broadway Avenue right-of-way public liability and property damage insurance adequate to protect against liability for damage claims through public use and/or such claims arising out of accidents occurring in or around the construction, installation, maintenance, relocation or removal of the Nite-Lite, including such underground collapse insurance as may be required, in a minimum amount of \$1,000,000 per person, \$2,000,000 per accident bodily injury and \$500,000 per accident property damage. Such insurance policy shall provide coverage for City's contingent liability on such claims or losses, shall be in standard Illinois form written by an insurance company regularly doing business in Illinois, and shall name the City as an additional insured party. Shelby and/or Shelby's contractor shall provide the City with certificates of insurance as to the coverage required in this section, and on request shall permit the City to examine the originals of all copies of such policies of insurance.

Section 6. Indemnity. Shelby's further agrees at its sole cost and expense to protect, indemnify, hold and save harmless and defend the City against any and all claims, costs, causes, expenses and fees, including reasonable attorney's fees, incurred by

reason of any lawsuit or any other claim for damages arising in favor of any person, including the contractor or any agents of Shelby's or Shelby's itself, on account of personal injuries or death, or damage to property, including the Nite-Lite itself, occurring, growing out of, incident to, or resulting directly or indirectly from this License or this License Agreement and/or the performance by Shelby's hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of City or its officers, employees, or agents or by the condition of the Broadway Avenue right-of-way or other facilities thereon, whether latent or patent, or from any other cause whatsoever.

Section 7. Binding effect. The terms, conditions and covenants of this License Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the City and Shelby's.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF URBANA, ILLINOIS

By: _____
Jeffrey T. Markland, Mayor

ATTEST:

Ruth S. Brookens, City Clerk

SHELBY'S IN URBANA

By: _____
Shelby's in Urbana

ATTEST:



Nite-Lite
Order

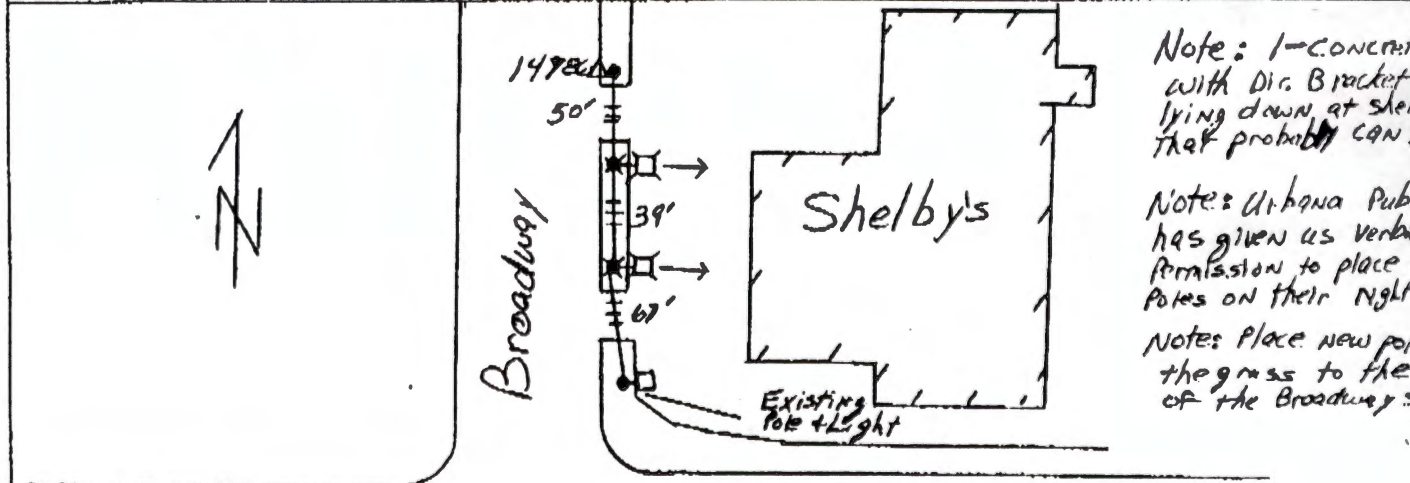
NEW ACCOUNT

TISR#

Account Number				Install	Connect	Disconnect	Remove	Disc./Remove	Date Taken	Taken By	Job Order
Dist	Acct. No.	T.	C.								Work Order
3204	10426			X					12/9/92	RON Utz	
Service Name								Spouse's Name		Phone No.	Cred Code
W. Larry Shelby											
Service Address								Rev. Town	City Code	Bill Cyc.	Read Route
104 E. University Ave								404	373	13	350
Service City								Mail to Address			
URBANA 61801								Shelby Toyota-Mazda			
Service Name Overflow								Mail to Address Overflow			
Service Address Overflow								Mail to City		State	Zip Code

Lumens	Watts	Quantity	Size	Unit Price	Additional Facilities Charge	Description	Sub-Total
83000	1000	002	J	26 05	28 63	2-1000 Watt MH Directional NL	52 16
						3 spans of secondary @ 1.57 ea	4 71
						2-35' mounting Ht. concrete poles @ 11.96 ea	23 92
Nite-Lite Physically Sealed						Agreement No.	Total Charges
Y = Yes		30	520	1			807

Transf. No. 14786	Meter No.	Truck Access? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Customer Owned Facilities? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Effective Date	Rate	Tax Code	Expiration Date
		1 - EXEMPT	Location



E. University Ave.

Job Order Prepared By _____ Date _____ Service Completed By _____ Date _____

ELECTRIC SERVICE CONTRACT dated _____ 19____ between ILLINOIS POWER COMPANY, an Illinois corporation, and the customer shown below. This contract is for a primary term of FIVE years from and after the date on which service is first made available to the customer. The parties hereto hereby agree to the agreements contained on reverse side of this form.

IN WITNESS WHEREOF, the parties here to have duly executed this contract the day and year first above mentioned.

ILLINOIS POWER COMPANY
By Ronald A. Utz
Title Consumer Advisor
Date 12/9/92

CUSTOMER
W. Larry Shelby
By _____
Title _____
Date 12/9/92