

**AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT
WITH MICHELLE'S BRIDAL SHOPPE, INC.**

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

Section 1. That a Development Agreement authorizing allocation of funds for financial incentives associated with the development of a new retail building to be located at the northeast corner of the intersection of Willow Road and Anthony Drive, between the City of Urbana and Michelle's Bridal Shoppe, Inc., in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

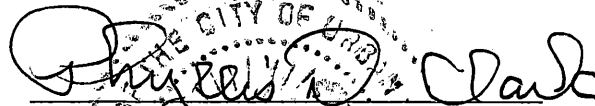
Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the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

PASSED by the City Council this 15th day of March, 2004.

AYES: Chynoweth, Hayes, Huth, Otto, Patt, Whelan, Wyman

NAYS:

ABSTAINS:


Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 31st day of March, 2004.


Tod Satterthwaite, Mayor

2004-03-025



FILED

NOV 10 2010

**Phyllis D. Clark
City Clerk**

2010R25152

RECORDED ON
10/26/2010 11:56:12AM

CHAMPAIGN COUNTY
RECORDER

BARBARA A. FRASCA
REC FEE: 30.00

RHSPS Fee:
REV FEE:

PAGES 9

PIAT ACT: 0

PIAT PAGE:

City of Urbana – Champaign County

**STORM WATER DETENTION BASIN
EASEMENT AND OPERATION-MAINTENANCE AGREEMENT**

MICHELLE'S BRIDAL SUBDIVISION

EASEMENT AND OPERATION-MAINTENANCE AGREEMENT

This **EASEMENT AND OPERATION-MAINTENANCE AGREEMENT** (this "Agreement") is made this 5th day of October 2010, by and between RODNEY J. SCHWEIGHART and MICHELLE A. SCHWEIGHART, who reside at 302 Shamrock Drive, Philo, Illinois ("Schweighart"), and BRC ENTERPRISES, an Illinois general partnership, of 21 Harold Cox Drive, Jacksonville, Illinois ("BRC"), collectively "Grantors", and **CITY OF URBANA, ILLINOIS ("CITY")**, "Grantee"; and

RECITALS

WHEREAS, Schweighart owns Lot 1 and BRC owns Lot 2 of Michelle's Bridal Subdivision (hereafter "subdivision"), a two (2) lot subdivision in the City of Urbana, Illinois, where a storm water detention basin will be located to serve the drainage needs of the subdivision;

WHEREAS, BRC and Schweighart (collectively, the "Owners") are responsible for the maintenance, management, operation and control of the subdivision's storm water detention basin;

WHEREAS, the subdivision's storm water detention basin provides the storm water management and treatment for the subdivision;

WHEREAS, Schweighart, BRC and the CITY have agreed that the Owners will be responsible for certain routine maintenance and repairs of the basin all as hereinafter set forth; and

WHEREAS, the purpose of the maintenance is to ensure that the basin(s) retains and releases storm water in accordance with the approved basin(s) design as presented in the STORM WATER MANAGEMENT PLAN dated February 14, 1996 and approved by the City of Urbana March 12, 1996 for Lot 1, Reinhold-Lindeman Subdivision (Bernie's Tire Barn).

NOW, THEREFORE, the mutual covenants contained herein, and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. OWNERS' Duties.

The OWNERS:

- A.) Agree to perform all "Routine Work" and "Non-Routine Work" (as hereinafter defined in "Paragraph 3" below) to the basin; and
- B.) Agree to levy regular or special assessments, if necessary, to the fullest extent permitted under the "Declaration of Covenants" and/or Illinois law, against all present or subsequent owners of property, that are subject to the "Declaration of Covenants" and served by the *Detention Basin* to ensure that the OWNERS have adequate funds available to perform their obligations in accordance with this Agreement; and
- C.) Hereby grant and convey to the CITY the non-exclusive right of ingress and egress over and across Lot 2 for the purpose of providing perpetual access from the public rights-of-way to the basin for the CITY, its employees, its agent and its contractor.
- D.) No assignment of this Agreement or transfer of any of the Owners' responsibilities as set forth in this Agreement shall be effective unless first approved in writing by the City Engineer. However, if any Owner sells any part of the subdivision, the buyer will become an Owner for purposes of this Agreement and will bear responsibility for the obligations of Owners under this document in the proportion which the buyer's property bears to the total property in the subdivision.
- E.) Each Owner shall bear responsibility, financial or otherwise, for the obligations of Owners under this Agreement in the proportion which the applicable Owner's property bears to the total property in the subdivision.

3. **Definitions.**

- A.) "Routine Work". As used herein, the term "Routine Work" means the timely performance of the following duties where applicable as determined by the CITY ENGINEER:
 - (i) Annual inspection of storm water detention basins. See attached inspection checklist for items to evaluate.
 - (ii) Mowing and seeding of the storm water detention basins and embankments.
 - (ii) Removal of downed trees from the storm water detention basins themselves, insofar as they inhibit the function of the storm water detention basins.
 - (iii) Removal of tree growth from the storm water detention embankment.
 - (iv) Maintaining storm water outlets and release structures free of trash and

debris.

- (v) Debris removal from channels and dry and wet basins.
- (vi) Mosquito control such as spraying, fish stocking and vegetation control.
- (vii) Fence repairs.
- (viii) Management of vegetation, such that said vegetation does not interfere with the function of the storm water detention basins.
- (ix) Routine maintenance of basins embankments to prevent surface erosion of the basins.
- (x) Reasonable action to control animals (such as beavers and muskrats) that may live in or around the storm water detention basins, insofar as they pose a hazard to the function of the basin.

B.) "Non-Routine Work". As used herein, the term "Non-Routine Work" means the timely performance of the following duties where applicable as determined by the CITY ENGINEER:

- (i) Dredging and cleaning of the storm water detention basins to maintain an appropriate depth for storm water management purposes.
- (ii) Periodic checks of the storm water detention basins depths, as appropriate.
- (iii) Making all necessary structural repairs to the basin embankments and drainage structures, other than mowing and seeding.
- (iv) Replacing pipe spillways when damaged, to the extent that their function is impaired.
- (v) Providing emergency repairs to the storm water detention basins, spillways, pipes and embankments, to include basin embankment failures.

4. Compliance with Laws. The work performed by any party shall be completed in a good and workmanlike manner and shall comply with all Federal, State and local laws, regulations and ordinances.

5. Reservation.

The OWNERS reserve:

- A) The right to landscape and grade the easement areas and to install fencing on easement areas other than easements for ingress/egress or access;
- B) The right to install--or to grant others the right to install--other utilities in, on or about the easement areas; and
- C) The right to otherwise use the easement areas for such other purposes as the OWNERS may desire, provided that such use is not inconsistent with, and

does not interfere with, the easements granted by this instrument, and further provided that the function of the detention basin is not impaired by such use.

6. **Duration.** The easement hereby granted and the other covenants, agreements and licenses contained herein shall be covenants and agreements running with the land and shall inure to the benefit of, and is binding upon, the parties hereto and all persons claiming under them, in perpetuity unless termination or amended in accordance with "Paragraph 13" below. All subsequent owners of the subdivision property will be bound to the duties and obligations of OWNERS under this Agreement. A subsequent owner will bear responsibility for the obligations of an Owner under this document in the proportion which the subsequent owner's property bears to the total property in the subdivision.
7. **Remedies.** In addition to all rights and remedies otherwise available at law or in equity, in the event of any default under or violation or threatened violation of the Agreement by any part hereto, the CITY shall then, after notice to the OWNERS setting forth the specific failures to comply with this Agreement, if those failures are not corrected within thirty (30) days after the delivery of the notice, have the right to correct the failures, and the OWNERS shall pay the costs thereof.
The OWNERS hereby grant and convey to the CITY the non-exclusive right of ingress and egress over and across Lot 2 pursuant to Section 7 of this Agreement to affect remedies on the basin including inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the basin.
8. **Separability.** The invalidation of any of the grants or covenants contained herein, by order of court, legislative mandate or otherwise, shall not affect any of the other provisions hereof and such other provisions shall remain in full force and effect.
9. **Notice.** Any notice required or intended to be given to any party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if hand delivered or if deposited in the United States mail, marked certified or registered, return receipt requested, postage prepaid, or if sent by commercial courier service (e.g., Federal Express or UPS), addressed to the party to whom notice is to be given at the party's address set forth above, or at such other address as the party may hereafter designate by notice.
10. **Non-waiver.** The forbearance or waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any continuing breach or subsequent breach of this Agreement.

11. **Miscellaneous.** Whenever used herein, the singular shall include the plural; the plural, the singular, and the use of any gender shall include all other genders. The use of paragraph headings or captions is for ease of reference only, and such headings or captions shall have no substantive meaning in the interpretation of this Agreement.
12. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois.
13. **Amendment/Termination.** This Agreement may not be amended or terminated except by an instrument in writing duly executed by all parties and recorded in the Champaign County Recorder's Office.
14. **Liability.** Neither the City nor any of its officers, agents or employees shall be liable to OWNERS, their contractor, subcontractors, officers, agents or employees, for any error or omission, or any obligation whatsoever, arising out of or in connection with any work to be performed under this Agreement. The CITY and its officers, agents and employees shall not be liable to the OWNERS or to any person, firm or corporation whatsoever for any injury or damage that may result to any person or property or any obligation whatsoever from any cause arising in, on or about the detention basin of the OWNERS or from performance or failure to perform any provision of this Agreement by OWNERS.
15. **Hold Harmless.** Owners hereby agree to and shall indemnify and hold CITY and its officers, agents, and employees harmless from any and all liabilities, obligations, damages, costs, injuries, or claims, thereof, including, but not limited to, claims for damage or personal injury, including death, and claims for property damage, arising in any manner from the performance or failure to perform the provisions of this agreement. Owners agree to, and shall, defend, indemnify, and hold harmless the CITY, its officers, agents, and employees from any suits or actions at law or in equity for damages, liabilities, or obligations caused by or arising from, or alleged to be caused by or arising from, the performance of this agreement.
16. **Insurance Requirements**
 - A. **Insurance Required of the OWNERS**

OWNERS shall purchase and maintain such insurance as will protect the OWNERS and the CITY from claims arising from the detention basin consisting of:

 1. A Comprehensive General Liability policy to cover bodily injury and for

damage to tangible property, including loss of use thereof, including the following exposures.

- (a) All premises and operations
- (b) Explosion, collapse and underground damage
- (c) Liability for the obligation assumed in the Agreement including the Indemnification section found in this Agreement.

B. Limits of Liability

The required limits of liability of insurance coverage required under "Insurance Required of the OWNER" above shall be not less than the following:

1. Comprehensive General Liability

Bodily Injury – Each Occurrence	\$1,000,000.00
Bodily Injury - Aggregate (Completed Operations)	\$1,000,000.00
Property Damage - Each Occurrence	\$ 500,000.00
Property Damage – Aggregate or Combined Single Limit	\$ 500,000.00 \$1,000,000.00

C. Insurance - Other Requirements

1. NOTICE OF CANCELLATION OR INTENT NOT TO RENEW

Policies will be endorsed to provide that at least thirty (30) days written notice shall be given to the CITY of cancellation or of intent not to renew.

2. Evidence of coverage

The OWNERS shall furnish to the CITY Certificates of Insurance in force. The CITY reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "Originally Signed Copies", and so designated. The acceptance and filing by CITY of a Certificate or Certificates of Insurance disclosing coverage which does not meet the requirements of this Agreement shall not constitute a waiver of those requirements by the CITY nor operate to release the OWNERS from their obligation to provide the required insurance coverage

3. Qualification of Insurers

All insurance carried by the OWNERS to meet these requirements shall be provided by insurance companies legally authorized to provide the respective coverages in the State of Illinois, and which are registered with

the Illinois Department of Insurance for providing said coverages.

4. Subrogation Clause

The following subrogation clause shall appear in all policies of insurance,
"Subrogation Clause - it is hereby stipulated that this insurance shall not be
invalidated should the insured waive in writing prior to a loss any or all right
of recovery against any part for loss occurring to the property described
herein."

[THIS SPACE INTENTIONALLY LEFT BLANK]

WITNESS the following duly authorized signatures and seals:

[OWNER(S)]

PREPARED BY & RETURN TO:
GALE JAMISON
URBANA PUBLIC WORKS DEPT.
706 GLOVER AVE.
URBANA, IL 61802

Rodney J. Schweighart
RODNEY J. SCHWEIGHART

Michelle A. Schweighart
MICHELLE A. SCHWEIGHART

Richard W. Brahler II
BRC ENTERPRISES
RICHARD W. BRAHLER II
GENERAL PARTNER

THE CITY OF URBANA, a
the State of Illinois

Municipality of APPROVED AS TO FORM:

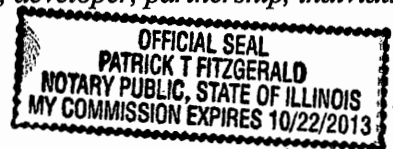
By: Ronald D. O'Neal, Jr. 10/25/10
City Attorney

By: William R. Gray 10/27/10
William R. Gray - City Engineer

CITY OF URBANA, ILLINOIS
COUNTY OF CHAMPAIGN:

The foregoing instrument was acknowledged before me in City of Urbana, Champaign
County, Illinois, this 5TH day of OCTOBER 2010,
by RODNEY J. SCHWEIGHART, MICHELLE A. SCHWEIGHART AND RICHARD W. BRAHLER II
corporation,
(Name and Title)

non-profit organization, developer, partnership, individual, on its behalf.



Patrick T. Fitzgerald
Notary Public

My commission expires: 10/22/13

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF URBANA AND
MICHELLE’S BRIDAL SHOPPE, INC.**

This Development Agreement (including any attachments and exhibits collectively, the “Agreement”) by and between the City of Urbana, an Illinois Home Rule municipality, Champaign County, Illinois (“the City”) and Michelle’s Bridal Shoppe, Inc. (hereafter “Developer”), dated the 16th day of April, 2004, even though the parties have executed this Agreement on different dates.

WHEREAS, Developer is the owner of a bridal and formal apparel store, commonly known as Michelle’s Bridal; and

WHEREAS, the owners have purchased land located at 2210 N. Willow Road (hereafter “the Site”); and

WHEREAS, the Site is located within the boundaries of Tax Increment Finance District 4 and the Urbana Enterprise Zone; and

WHEREAS, Developer has agreed, if certain financial incentives and capital improvements are provided, to construct a new, larger retail building for their bridal and formal wear store on the Site; and

WHEREAS, the facilitation of new retail development and expansion in Urbana by leveraging private funds are in the public interest.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises herein contained, the parties agree as follows:

ARTICLE I

REPRESENTATIONS AND WARRANTIES

Section 1.1 Representations and Warranties of the City. In order to induce the Developer to enter into this Agreement, the City hereby makes certain representations and warranties to the Developer, as follows:

Section 1.2 Organization and Standing. The City is a home rule municipality duly organized, validly existing and in good standing under the Constitution and laws of the State of Illinois.

Section 1.3 Power and Authority. The City has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder. And to the extent, if at all, anything to be done under this Agreement by the City which is not in conformance with statutes, the provisions of this Agreement shall control, it being the intention of the City to invoke its constitutional Home Rule powers and Article VII, Section 10 (Intergovernmental Cooperation) of the Illinois Constitution to support the provisions of this agreement.

Section 1.4 Validity. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the City's Corporate Authorities. This Agreement is a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms, however, such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

Section 1.5 No Violation. Neither the execution nor the delivery of this Agreement or the performance of the City's agreements, obligations and undertakings hereunder will conflict with,

violate or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree or other law by which the City may be bound.

Section 1.6 Governmental Consents and Approvals. No consent or approval by any governmental authority other than the City is required in connection with the execution and delivery by the City of this Agreement.

Section 1.7 Representations and Warranties of the Developer. In order to induce the City to enter into this Agreement, the Developer makes the following representations and warranties to the City:

Section 1.8 Organization. The Developer is duly organized, validly existing and in good standing under the laws of the State of Illinois, and is duly qualified to transact business in, and is in good standing under, the laws of each of the other states where the Developer is required to be qualified to do business.

Section 1.9 Power and Authority. The Developer has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings.

Section 1.10 Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Developer. This Agreement is a legal, valid and binding agreement, obligation and undertaking of the Developer, enforceable against the Developer in accordance with its terms, except to the extent that such enforceability may be limited by law, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

Section 1.12 No Violation. Neither the execution nor the delivery or performance of this Agreement will conflict with, violate or result in a breach of any of the terms, conditions or

provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any Party to terminate or declare a default under any contract, agreement, lease, license or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree or other law to which the Developer is a party or by which the Developer or any of its assets may be bound.

Section 1.13 Consents. No consent or approval by any governmental authority or other person is required in connection with the execution and delivery by the Developer of this Agreement or the performance thereof by the Developer.

Section 1.14 No Proceedings or Judgments. There is no claim, action or proceeding now pending or to the best of its knowledge, threatened before any court, administrative or regulatory body, or governmental agency (a) to which the Developer is a party and (b) which will, or could, prevent the Developer's performance of its obligations under this Agreement.

Section 1.15 Disclaimer of Warranties. The City and the Developer acknowledge that none has made any warranties to the other, except as set forth in this Agreement. Nothing has come to the attention of the Developer to question the assumptions or conclusions or other terms and the Developer assumes all risks in connection with the practical realization of any such private development.

ARTICLE II

CITY OBLIGATIONS

Section 2.1. If the contingency set forth in 3.2 and 3.2(a) is met, the City shall construct, to City standards, an 8" sanitary sewer extension approximately 300' south of an existing east-west 30" interceptor within the Willow Road right-of-way and stub a sanitary sewer service to

the northwest corner of the Site. If the contingencies called for in this Agreement are met, the City will accomplish the extension of the sanitary sewer line on or before December 1, 2004.

Section 2.2. If the contingency set forth in Section 3.2 and 3.3(a) is met, City will reserve one commercial incentive T.I.F. loan up to Sixty Thousand (\$60,000) Dollars with a 10% grant for the commercial retail building proposed on the Site at the northeast corner of the intersection of Willow Road and Anthony Drive, as provided for and pursuant to the TIF Redevelopment Incentive Program guidelines.

Section 2.3. If the contingency set forth in Section 3.1 and 3.3(b) is met, City will provide annual payment for a period of Five (5) years of an amount equal to a percentage of the increase in City and County portion of property taxes attributed to the improvements made to the Site, limited to the amount that would have been abated under Enterprise Zone criteria if such were applicable except for such parcel being located also in a TIF area. The Base Year for the Site will be the revenue year prior to the substantial completion of the development as outlined in Section 3.1 of this Agreement. Payment by the City will be made subject to the receipt of a copy of the tax bill and a written statement requesting the rebate submitted to City of Urbana Finance Department, Comptroller.

ARTICLE III

DEVELOPER'S OBLIGATIONS

Section 3.1. Developer shall substantially complete construction of a retail building of not less than 8,000 square feet (substantially similar to that shown in the Site Plan, Exhibit "B") at an estimated construction cost of not less than Six-hundred thousand (\$600,000) Dollars by January 1, 2005, on the property described in Exhibit "A". Further, Developer shall, promptly

upon substantially completing construction, occupy the building and operate Michelle's Bridal business at that location, during the term of this Agreement.

Section 3.2. Developer shall dedicate a portion of the Site to the City as Right-of-Way for the purpose of future improvements to the intersection at Willow Road and Anthony Drive as described in the attached drawing, Exhibit "C".

Section 3.3. Contingencies. The obligations of the City are wholly contingent upon:

- (a) The Developer having submitted a site plan and obtaining a building permit for the commercial project comprised of at least 8,000 square feet at an estimated construction cost of not less than Six-hundred thousand (\$600,000) Dollars by April 1, 2004; and
- (b) The Developer substantially completing construction of the commercial project by January 1, 2005.

ARTICLE IV

DEFAULTS AND REMEDIES

Section 4.1 Defaults - Rights to Cure. Failure or delay by either Party to timely perform any term or provision of this Agreement shall constitute a default under this Agreement. The Party who so fails or delays must, upon receipt of written notice of the existence of such default, immediately commence to cure, correct or remedy such default and thereafter proceed with diligence to cure such default. The Party claiming such default shall give written notice of the alleged default to the other Party. Except as required to protect against immediate, irreparable harm, the Party asserting a default may not institute proceedings against the other Party until thirty (30) days after having given such notice. If such default is cured within such thirty (30)

day period, the default shall not be deemed to constitute a breach of this Agreement. If the default is one which can not reasonably be cured within such thirty (30) day period, such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of such default, so long as there is diligent proceeding to cure such default. If such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. However, a default not cured as provided above shall constitute a breach of this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1 Entire Contract and Amendments. This Agreement (together with the Exhibits attached hereto) is the entire contract between the City and the Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City and the Developer, and may not be modified or amended except by a written instrument executed by the Parties.

Section 5.2 Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the City and the Developer and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to the City or the Developer, nor shall any provision give any third parties any rights of subrogation or

action over or against either the City or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 5.3 Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 5.4 Special and Limited Obligation. This Agreement shall constitute special and limited obligation of the City according to the terms hereof. This Agreement shall never constitute a general obligation of the City to which its credit, resources or general taxing power are pledged.

Section 5.5 Legally Valid and Binding. This Agreement shall constitute a legally valid and binding obligation of the City according to the terms hereof.

Section 5.6 Waiver. Any Party to this Agreement may elect to waive or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 5.7 Cooperation and Further Assurances. The City and the Developer each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the City or the Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 5.8 Notices. All notices, demands, requests, consents, approvals or other communications or instruments required or otherwise given under this Agreement shall be in

writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally or by telecommunication actually received, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows (unless another address is provided in writing):

To the Developer:

Michelle's Bridal Shoppe, Inc.
Box 44
Philo, IL 61864
502 South Vine Street
Urbana, Illinois 61801
Phone: (217) 684-2600
Fax: (217) 684-2636

To the City:

Bruce K. Walden, Chief Administrative Officer
City of Urbana, Illinois
400 South Vine Street
Urbana, Illinois 61801
Phone: (217) 384-2454
Fax: (217) 384-2426

With a copy to:

Legal Division
400 South Vine Street
Urbana, Illinois 61801
Phone: (217) 384-2464
Fax: (217) 384-2460

Section 5.9 Successors in Interest. This Agreement shall only be binding upon and inure to the benefit of the Parties hereto and their respectively authorized successors and assigns.

Section 5.10 No Joint Venture, Agency or Partnership Created. Nothing in this Agreement nor any actions of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such Parties.

Section 5.11 Illinois Law. This Agreement shall be construed and interpreted under the laws of the State of Illinois.

Section 5.12 Costs and Expenses. If either Party defaults in the performance of its obligations hereunder, the Parties agree that the defaulting Party shall pay the non-defaulting Party's costs of enforcing the defaulting Party's obligations under this Agreement, including but not limited to attorneys' fees and expenses.

Section 5.13 No Personal Liability of Officials of City. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent, employee or attorney of the City, in his or her individual capacity, and neither the members of the Corporate Authorities nor any official of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution, delivery and performance of this Agreement.

Section 5.14 Repealer. To the extent that any ordinance, resolution, rule, order or provision of the City's code of ordinances or any part thereof is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers as of the date set forth above.

CITY OF URBANA, ILLINOIS

By: Paul Satterthwaite
Mayor

Date: 3/30/04

(SEAL)

ATTEST:

Phyllis W. Clark
City Clerk

MICHELLE'S BRIDAL SHOPPE, INC.

By: Michelle Schweigart

Its: Owner/President

Date: 4/16/04

ATTEST:

Elaine Taylor
Notary Public

Date: April 16, 2004

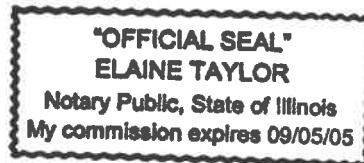
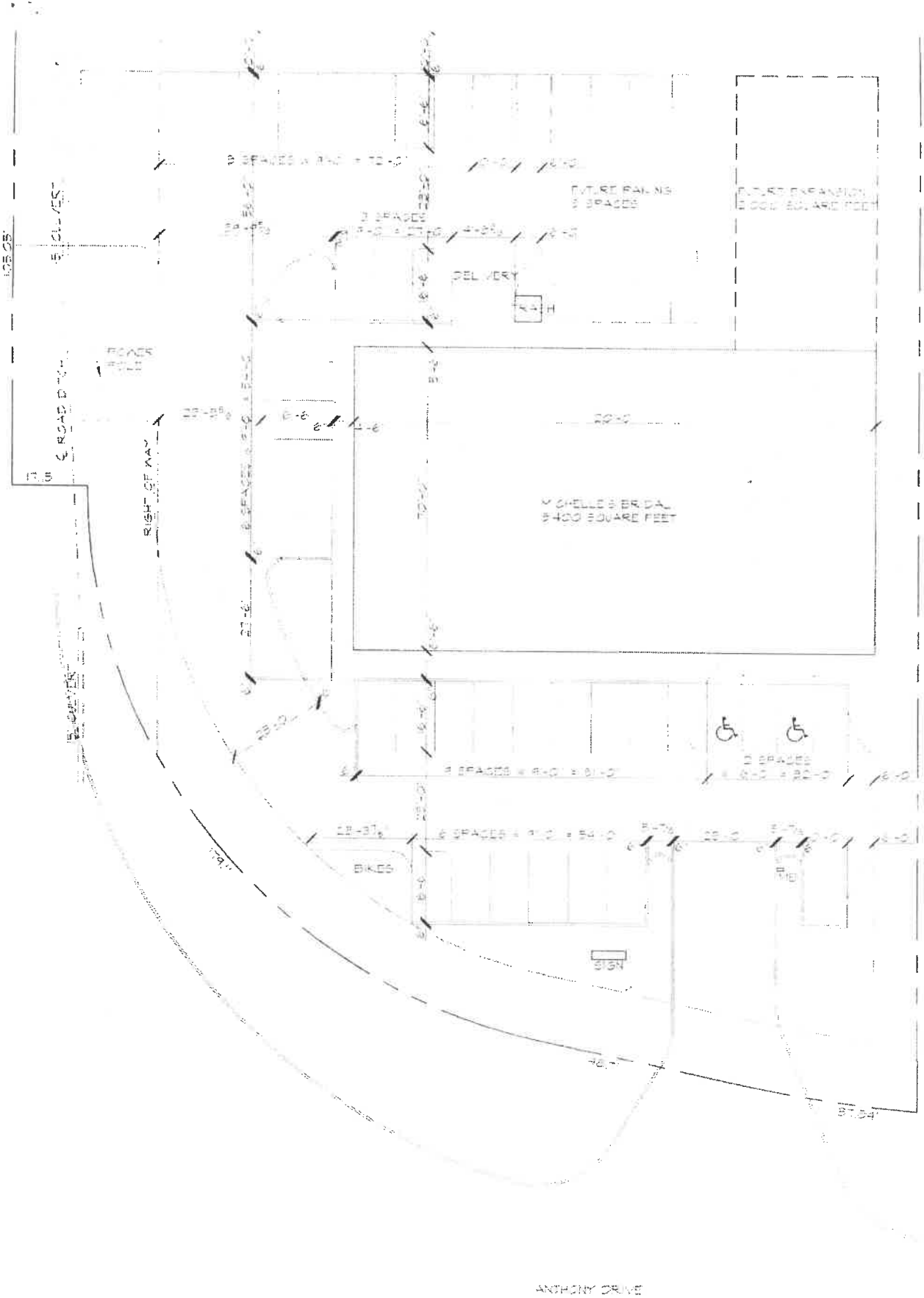


Exhibit A

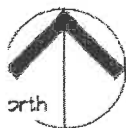
Legal Description of Tract

Beginning at a point on the West line of Section 4, Township 19 North, Range 9 East of the Third Principal Meridian, which is 2,256.41 feet South of the Northwest corner thereof; thence East 208.00 feet; thence South 248.36 feet more or less to the intersection with the Northerly right of way line of FAI 74; thence Westerly along said right of way line along a curve to the right whose radius is 1,090 feet, 37.84 feet to the Point of Curvature of said curve; thence North 78° 05' West, 48.70 feet to the point of tangency of another curve to the right whose radius is 130.00 feet; thence along said curve to the right, 179.10 feet; thence West 17.15 feet to the West line of said Section 4; thence North along said West line 105.05 feet to the point of beginning, situated in Champaign County, Illinois.

Being the same tract described on a Deed recorded March 9, 1990 in Book 1677 at Page 627 in the Office of the Recorder of Deeds, Champaign County, Illinois.



ANTHONY DRIVE



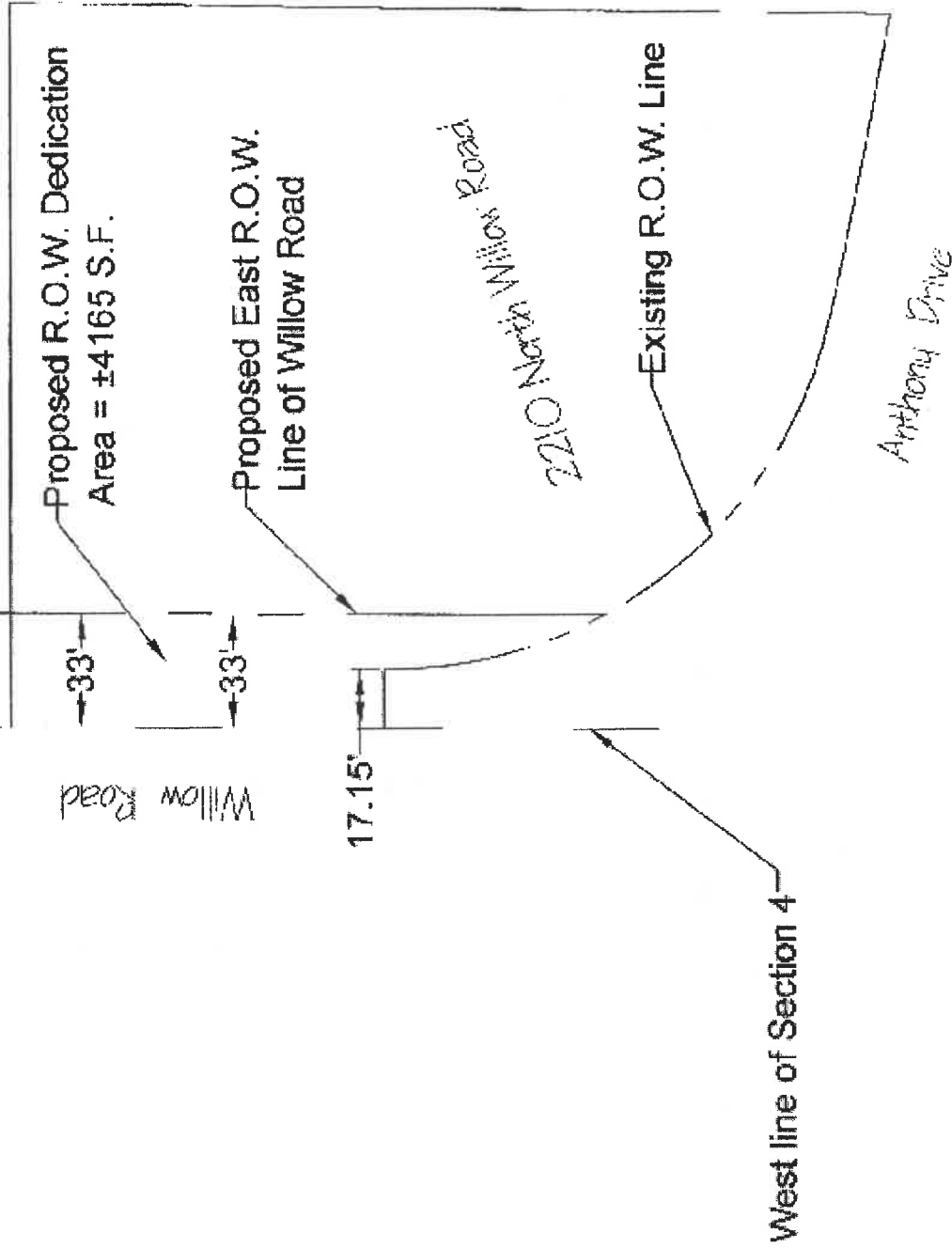
SITE PLAN

SCALE: 1"=20'-0"

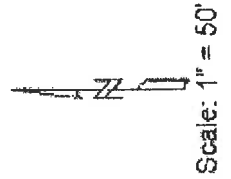
Exhibit "B"

PARKING
REQUIRED 24

Exhibit "C"



Proposed Right of Way Dedication
2210 N. Willow Road



City of Urbana
Public Works Department
Engineering Division
Date: 03/20/01 Drawn by: BWF

