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2005R08326

Recording Cover Sheet

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CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

ORDINANCE NO. 2005-03-036

REC FEE: 51.00

AN ORDINANCE APPROVING AND AUTHORIZING THE
EXECUTION OF AN ANNEXATION AGREEMENT (1901 S.
HIGH CROSS ROAD / WENDL, INC.)

REV FEE:

PAGES: 30

PLAT ACT: 0

PLAT PAGE:

Prepared for recording by:

Deborah J. Roberts, Deputy City Clerk

400 S. Vine Street, Urbana, IL 61801

Return to:

Phyllis D. Clark, City Clerk
City of Urbana
400 S. Vine Street
Urbana, IL 61801

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION
OF AN ANNEXATION AGREEMENT**

(1901 S. High Cross Road / Wendl, Inc.)

WHEREAS, an Annexation Agreement between the City of Urbana, Illinois and Wendl, Inc., an Illinois Corporation, has been submitted for the Urbana City Council's consideration, a copy of which is attached; and,

WHEREAS, said agreement governs a tract totaling approximately 20.76 acres located at 1901 South High Cross Road, being legally described as follows:

All of Lot 1 of Emergo First Subdivision, Champaign County, Illinois, per plat recorded in Plat Book BB, at page 281, in the Office of the Recorder of Deeds, Champaign County, Illinois, all situated in Urbana Township, Champaign County, Illinois and encompassing 20.76 Acres, more or less.

WHEREAS, the proposed Annexation Agreement is in conformance with the goals and objectives of the City of Urbana's Official Comprehensive Plan; and,

WHEREAS, after due and proper publication, the Urbana City Council held a public hearing on March 14, 2005 to consider said annexation agreement; and

WHEREAS, the Urbana City Council, having duly considered all matters pertaining thereto, finds and determines that the proposed annexation agreement will not negatively impact the City of Urbana and would be in the best interests of the City of Urbana and its citizens;

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

Section 1. That the Annexation Agreement between the City of Urbana, Illinois and Wendl, Inc., an Illinois Corporation, a copy of which is

attached 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 hereby authorized to attest to said execution of said Annexation Agreement, for and on behalf of the City of Urbana, Illinois.

Section 3. The City Clerk is directed to record a certified copy of this Ordinance and the Annexation Agreement herein approved, as amended, with the Recorder of Deeds of Champaign County, Illinois.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called of two-thirds of the members of the Corporate Authorities of the City of Urbana, Illinois, then holding office, at a regular meeting of said Council.

PASSED by the City Council this 21st day of March,
2005.

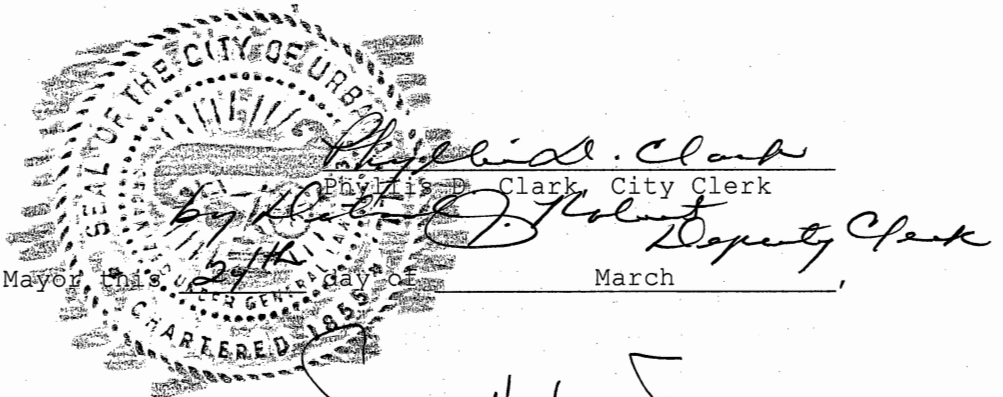
AYES: Alix, Chynoweth, Hayes, Patt, Roberts, Wyman

NAYS:

ABSTAINS:

APPROVED by the Mayor, this 21st day of March,

2005.



James H. Hayes, Jr.

Tod Satterthwaite, Mayor
James H. Hayes, Jr., Mayor Pro-tem

“T.K. Wendl’s”

ANNEXATION AGREEMENT

THIS Agreement, made and entered into by and between the City of Urbana, Illinois, (hereinafter sometimes referred to collectively as the "Corporate Authorities" or the "City") and Wendl, Inc., an Illinois Corporation (hereinafter referred to as the "Owner"). The effective date of this Agreement shall be as provided in Article III, Section 6.

WITNESSETH:

WHEREAS, this Agreement is made pursuant to and in accordance with the provisions of Section 11-15.1-1 et seq., of the Illinois Municipal Code (65 ILCS 5/11-15.1-1); and

WHEREAS, the Arcola First National Bank, as Trustee under Land Trust 278, as owner, and the City of Urbana, Illinois, previously entered into an annexation agreement (Ordinance #9394-22) for a 76.74-acre parcel of real estate (all as described on the attached Exhibit “A”), which encompassed the 20.76-acre tract (described in Exhibit “B”, herein referred to as “Tract”), which is addressed in this annexation agreement, but which Tract was not annexed as of this date; and

WHEREAS, the tract described in Exhibit “A” includes a portion of land previously annexed and presently zoned R-4, Medium Density Multiple Family Residential in the City of Urbana, the remainder of the tract, which is described on the attached Exhibit “B”, being presently zoned B-4, General Business, in accordance with the Zoning Ordinance of the County of Champaign, Illinois; and

WHEREAS, owner is the sole owner of record of the real estate described in Exhibit “B”; and

WHEREAS, the Tract is contiguous to the City of Urbana, and said Owner finds that in order to best utilize the Owner's property, it is desirous to annex the Tract to the City of Urbana, pursuant to, and as provided for in this annexation Agreement; and

WHEREAS, the portion of the tract currently zoned B-4, General Business in Champaign County would directly convert to City B-3, General Business upon annexation under the terms and provisions of the Urbana Zoning Ordinance and the zoning designation for the portion of the tract that is currently zoned R-4 in the City of Urbana would not be affected by this agreement; and

WHEREAS, the Corporate Authorities find annexing said Tract as described herein as City B-3 as a direct conversion from existing County zoning, reflects the goals, objectives and policies set forth in the 1982 Urbana Comprehensive Plan, as amended from time to time; and

WHEREAS, such annexation will ensure that the City of Urbana will in the future receive real estate taxes and other revenues and will enable the City to continue to enhance its tax base; and

WHEREAS, the Owner desires to have the aforementioned real estate annexed to the City of Urbana upon certain terms and conditions hereinafter set forth in this Agreement.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE
MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE
PARTIES AGREE AS FOLLOWS:**

ARTICLE I. REPRESENTATIONS AND OBLIGATIONS OF THE OWNER

The Owner agrees to the following provisions:

Section 1: The Owner represents that the Owner is the sole record Owner of the Tract described in Exhibit B and that the Owner shall cause the Tract to be annexed to the City of Urbana by filing a legally sufficient annexation petition with all required signatures thereon, all in accordance with Illinois Statutes. The Owner further agrees that the substance of this Section of the Annexation Agreement shall be included in any sales contract for the sale of any portion of the subject Tract.

Section 2: The Owner acknowledges that upon annexation the portion of the tract described in Exhibit "B", the City will automatically convert the current County B-4 designation to the City B-3 designation and the remainder of the tract shall remain in its present zoning designation of City R-4, as depicted in Exhibit "C". Owner agrees that, unless changed upon the initiative of the Owner, the said City zoning classification for the Tract shall remain in effect for the term of this Agreement, subject to the right of the Corporate Authorities to amend the Zoning Ordinance text even if such amendment affects the Tract. Owners agree to use the Tract only in compliance with the Urbana Zoning Ordinance as such may be amended from time to time.

Section 3: The Owner agrees to undertake a remodeling improvement of the existing dancehall and beer garden at the site to an expanded sit-down restaurant use to be completed within twelve (12) months of the execution of this agreement, with said completion to be evidenced by a Certificate of Occupancy or by written determination of the Building Official of the City of Urbana. Said remodeling/expansion shall meet all applicable codes in force at the time of construction, as shall any other remodeling, expansion or new development at the site. Failure to complete the restaurant improvement shall delay the tax rebate provisions included in Article II, Section 7 of this Agreement until the restaurant use is completed. Delay of the tax rebate provisions will

not operate to extend the four (4) -year limitation for the tax rebate set forth in Section 6 of Article II.

Section 4: The Owner agrees to maintain the existing oil and chip access drive and parking lot with proper drainage, striping and aisle widths to ensure a dust free and safely drivable and accessible condition. Delay of the application of relevant development and zoning ordinances to the drive and parking lot improvements is allowable under Section 2-150(d) of the Urbana City Code, since the improvements have remaining useful life and were lawfully established. Any future modifications to the driveway entrance from High Cross Road shall meet applicable standards with respect to access grade and other requirements. Failure to properly maintain the access drive and parking lot may be considered a violation of the City's Zoning Ordinance.

Section 5: For the purpose of this Agreement, an Outdoor Amusement Event shall be defined as any gathering of fifty (50) or more persons outside of any permanent building, other than to play or attend a softball game on the softball fields designated on the attached site plan (Exhibit "D"). Owner agrees that they will not allow Outdoor Amusement Events to occur at any site other than the area designated as the Outdoor Amusement Events site on the attached site plan and only with the explicit approval of the Urbana Police Chief and Operations Supervisor, in compliance with the City's special events criteria, a copy of which is attached as "Exhibit E". Such events shall not include tractor pulls or demolition derbies or other similar events that involve excessive revving of motors and noise impacts. Furthermore, Owner agrees that they will request no more than two (2) such Outdoor Amusement Events to be held in each calendar year during the term of this agreement.

Section 6: The Owner agrees that any exterior lighting shall be extinguished no later than 11:00 p.m. each evening and shall remain extinguished until dusk of the following evening, unless explicitly allowed otherwise as part of an Outdoor Amusement Event permitted under the terms of Section 5 above. Violation of this Section shall result in a delay of the tax rebate provisions included in Article II, Section 7 of this Agreement and

may further be deemed a violation of the City's Zoning Ordinance provisions protecting residential areas from intrusive lighting.

Section 7: The Owner shall take no action or omit to take action during the term of this Agreement which action or omission, as applied to the tract, would be a breach of this Agreement, without first procuring a written amendment to this Agreement duly executed by both the Owner and the City. Said action includes petitioning for a county rezoning of said tract without a written amendment to this Agreement.

ARTICLE II. REPRESENTATIONS AND OBLIGATIONS OF THE CORPORATE AUTHORITIES

The Corporate Authorities agree to the following provisions:

Section 1: The Corporate Authorities agree to annex the portion of said tract that is not currently annexed (as described in Exhibit "B") subject to the terms and conditions outlined in this Agreement, when properly and effectively requested to do so, by submission of a legally sufficient petition from the Owner, by enacting such ordinances as may be necessary and sufficient to legally and validly annex said Tract to the City.

Section 2: The Corporate Authorities agree that the portion of the tract to be annexed will be zoned City B-3 upon its annexation to the City. Furthermore, although the Corporate Authorities agree not to rezone the property during the term of this Agreement without a rezoning petition executed by the property Owner requesting said change, the Corporate Authorities reserve the right to amend the Zoning Ordinance text even if such amendment affects the property. If the zoning district referenced herein is not in existence at the time of the annexation, the parties agree to reclassify said property to the most comparable zoning classification as is determined by the Zoning Administrator.

Section 3: The Corporate Authorities will allow the existing nonconforming freestanding sign located on the tract, including an electronic message portion, to

continue indefinitely on the Tract under the provisions of Section 2-150(d) of the Urbana City Code, since the sign has a remaining useful life and was lawfully established and delaying its removal would not adversely impact surrounding uses or serve a practical purpose.

Section 4: The Corporate Authorities will allow the existing oil and chip surface parking lot and access drive to continue as long as it is maintained in a dust-free and safely drivable and accessible condition, under the provisions of Section 2-150(d) of the Urbana City Code. However, any future modifications to the driveway entrance from High Cross Road shall meet applicable standards with respect to access grade and other requirements. Failure to properly maintain the access drive and parking lot may be considered a violation of the City's Zoning Ordinance.

Section 5: The City agrees to create one (1) new Class A Liquor License for a tavern and expanded restaurant at the site upon annexation of the property.

Section 6: The City agrees to pay to owner an amount equal to the difference between the real estate taxes which would have been assessed against the newly annexed Tract (described in Exhibit "B") had it not been annexed, and the amount actually paid as real estate taxes for said Tract for a period of no more than four (4) years from the date of annexation for the calendar year commencing January 1 of the year following annexation, subject to completion of the improvements described in Article I, Section 3 of this Agreement. Such amount will be paid annually within sixty (60) days following receipt by the City Comptroller of the paid real estate tax bill with a written calculation of the amount due. If the restaurant improvement referred to in Section 4 of Article I is not completed in accordance with that paragraph and the tax rebate is thereby delayed, such event will not operate to extend the 4-year limitation for the tax rebate.

ARTICLE III: GENERAL PROVISIONS

Section 1. Term of this Agreement: This Agreement shall be binding upon the parties hereto, and their respective successors and assigns, for a full term of twenty (20) years, commencing as of the effective date of this Agreement as provided by the Illinois State Statutes, unless other provisions of this Agreement specifically apply a different term. To the extent permitted thereby, it is agreed that, in the event the annexation of the subject tract under the terms and conditions of this Agreement is challenged in any court proceeding, the period of time during which such litigation is pending shall not be included in calculating said twenty-year term.

If this Agreement imposes any obligation, restraint, or burden (hereinafter called collectively "obligation") on the Owner, its successors or assigns, which obligation extends beyond the termination date of this Agreement, such obligation may be released by the Urbana City Council enacting an Ordinance releasing such obligation by a majority vote of all Alderpersons then holding office and the recording of such Ordinance in the Champaign County Recorder's Office, Champaign County, Illinois.

Section 2. Covenant Running with the Land: The terms of this Agreement constitute a covenant running with the land for the life of this Agreement unless specific terms are expressly made binding beyond the life of this Agreement. Furthermore, the terms herein are hereby expressly made binding upon all heirs, grantees, mortgagees, lessees, executors, assigns and successors in interest of the Owner as to all or any part of the tract, and are further expressly made binding upon said City and the duly elected or appointed successors in office of its Corporate Authorities.

Section 3. Binding Agreement Upon Parties: The Corporate Authorities and Owner agree that neither party will take action nor omit to take action during the term of this Agreement which act or omission as applied to the tract would be a breach of this Agreement without first procuring a written amendment to this Agreement duly executed by both the Owner and the City.

Section 4. Enforcement: The Owner and Corporate Authorities agree and hereby stipulate that any party to this Agreement may, by civil action, mandamus, action for writ of injunction or other proceeding, enforce and compel performance of this Agreement or the party not in default declare this Agreement null and void in addition to other remedies available. Upon breach by the Owner, the City may refuse the issuance of any permits or other approvals or authorizations relating to development of the tract.

Section 5. Severability: If any provision of this Agreement is rendered invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect even without the invalid provision.

Section 6. Effective Date: The Corporate Authorities and Owner intend that this Agreement shall be recorded in the Office of the Champaign County Recorder with any expenses for said recording to be paid by the Corporate Authorities. The effective date of this Agreement shall be the date it is recorded; or if not recorded for any reason, the effective date shall be the date the Mayor signs the agreement on behalf of the City.

IN WITNESS WHEREOF, the Corporate Authorities and Owner have hereunto set their hands and seals, and have caused this instrument to be signed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year written below.

Corporate Authorities:

City of Urbana

Owner:

Wendl, Inc., an Illinois Corporation

James H. Hayes, Sr.
Tod Satterthwaite, Mayor
JAMES H. HAYES, SR.
MAYOR Pro-tem

[Signature]

3-24-05
Date

2-9-05
Date

ATTEST:

ATTEST:

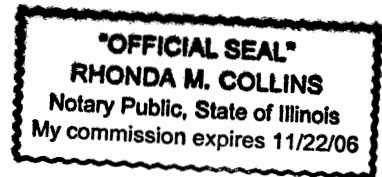
Phyllis D. Clark
Phyllis D. Clark
City Clerk
by Deborah J. Rolant
Deputy Clerk
3-24-05

Rhonda M. Collins
Notary Public

Date

Date

2-9-05



Exhibits attached and made a part of this Agreement:

Exhibit A: Legal Description

Exhibit B: Legal Description

Exhibit C: Location/Zoning Map

Exhibit D: Site Plan Showing Special Events Area

Exhibit E: Special Events Policy

Exhibit A

Legal Description – Entire Holdings

TRACT I:

A parcel of land situated in the Northeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows:

The East half of the Northeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian,

Except;

The South 20 Acres thereof, and

Except;

The adjacent Right-of-Way for Highcross Road, FA 808 (Illinois Route 130),

Said Parcel Containing 56.74 Acres, more or less, all situated in Champaign County, Illinois.

TRACT II:

A parcel of land situated in the Northeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian, more particularly described as follows:

The South 20 Acres of the East half of the Northeast Quarter of Section 22, Township 19 North, Range 9 East of the Third Principal Meridian,

Except;

The adjacent Right-of-Way for Highcross Road, FA 808 (Illinois Route 130),

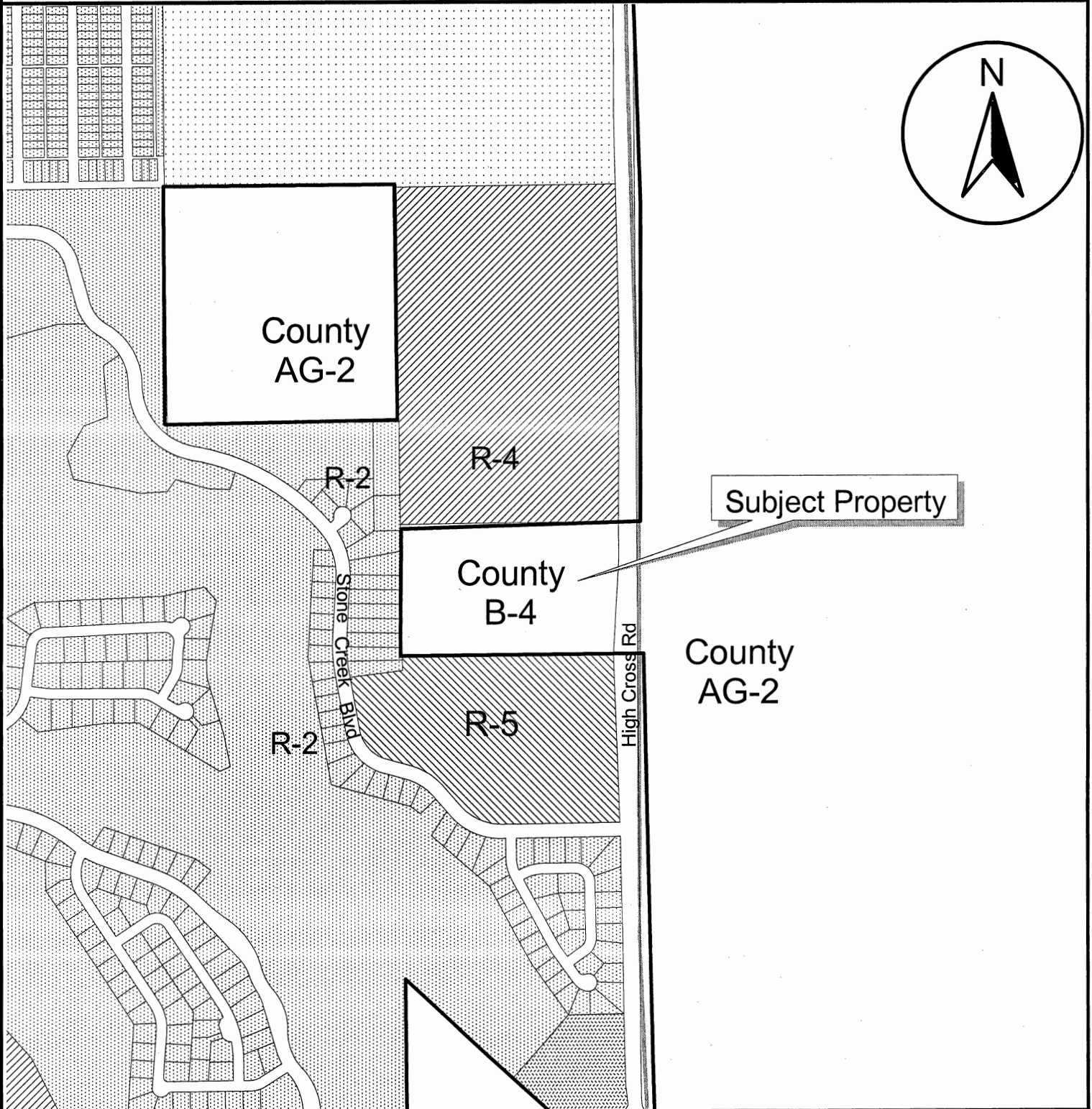
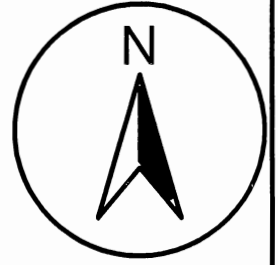
Said Parcel Containing 20.00 Acres, all situated in Champaign County, Illinois.

Exhibit B

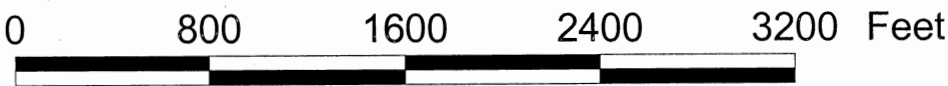
Legal Description – Previously Unannexed Portion

All of Lot 1 of Emergo First Subdivision, Champaign County, Illinois, per plat recorded in Plat Book BB, at page 281, in the Office of the Recorder of Deeds, Champaign County, Illinois, all situated in Urbana Township, Champaign County, Illinois and encompassing 20.76 Acres, more or less.

Exhibit "C": Location and Zoning Map



Subject Property



Annexation Agreement
 1901 South High Cross Rd
 PIN #: 30-21-22-280-001;
 93-21-22-200-005;
 and 93-21-22-200-006

Prepared 3/4/05 by Community Development Services - rkg






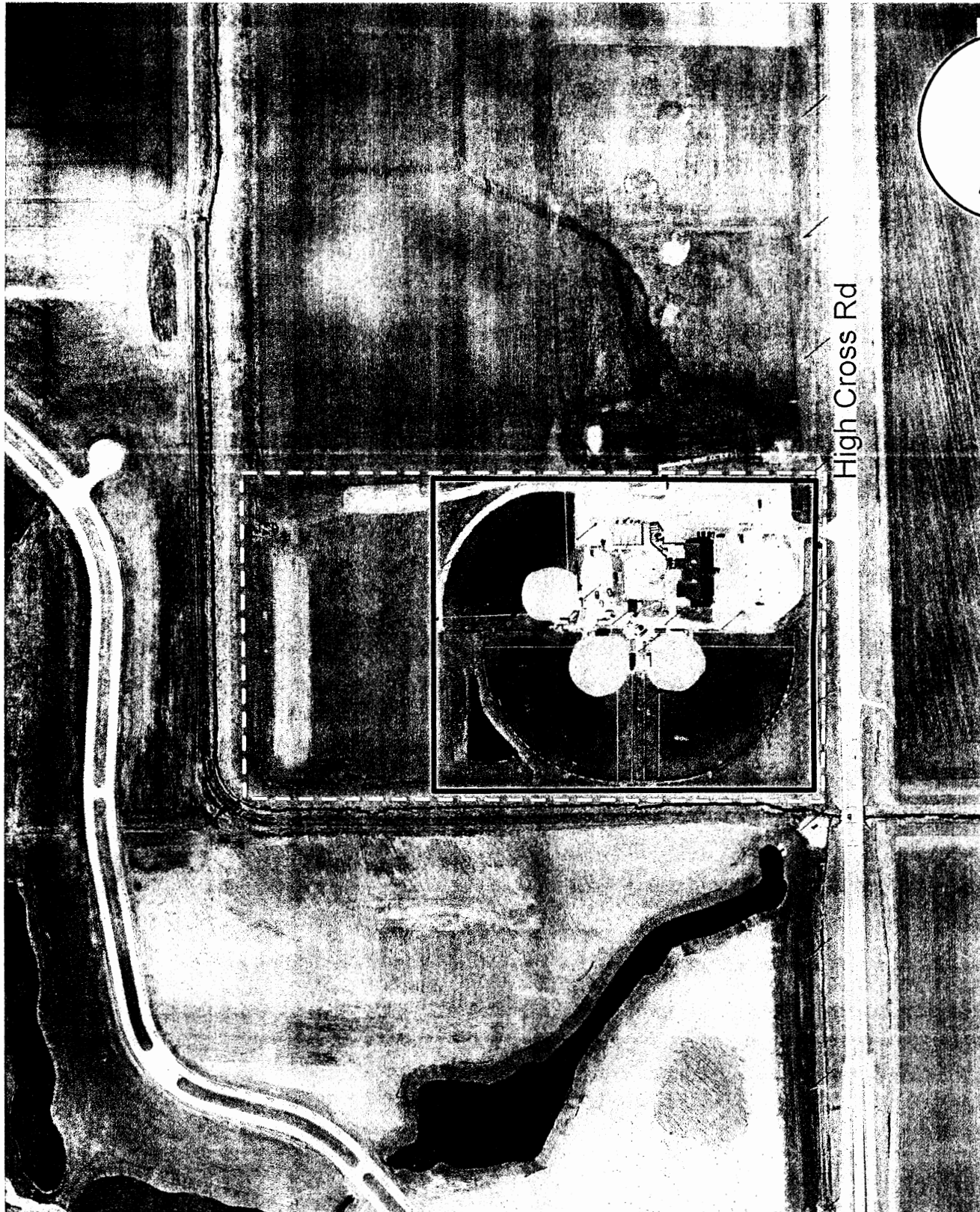
-  City boundary
-  B3 - General Business
-  R2 - Single Family
-  R4 - Medium Density Multiple-Family
-  R5 - Medium High Density Multiple-Family

Exhibit "D" Site Plan of Special Event Area



High Cross Rd

**RECORDER NOT RESPONSIBLE
FOR REPRODUCTIONS**

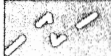
POOR COPY



Annexation Agreement
1901 South High Cross Rd
PIN #: 30-21-22-280-001;
3-21-22-200-005;
and 93-21-22-200-006

Prepared 3/23/05 by Community Development Services - pal

 Event Area

 Parcel to be Annexed

CITY OF URBANA POLICY & PROCEDURE MANUAL

Section: Departmental Procedures	Section No: 10.2	Page 1 of 12
Subject: Special Events	Effective: October 24, 2002	
	Revised: July, 2004	

Scope: All Employees

Purpose: To establish guidelines for the Use of Public Property for Private Benefit. This policy is not intended to affect Parade Permits governed by Section 23-110 of the Urbana Code.

Policy: It is the policy of the City of Urbana that City streets, sidewalks, rights-of-way, services, personnel, equipment and property not be used for purely private benefit, and that any person who holds or sponsors an event that affects the ordinary use or availability of such City resources, and that requires the allocation of such City resources at a greater level than the level at which such resources are allocated for the general public, shall pay the City's costs of providing such services, personnel, equipment or property as set forth herein.

Intent: It is the intent of this policy to place the obligation of complying with the requirements of this policy upon the sponsor; no provision hereof is intended to impose any duty upon the City or any of its officers, employees or agents. Nothing contained in this policy is intended to be or shall be construed to create or form the basis for liability on the part of the City, its officers, employees or agents for any injury or damage resulting from the failure of the applicant to comply with the provisions hereof.

Procedure: Definitions

- A. Special Event. As used herein, "special event" means an activity on public or private property that is not sponsored in whole or in part by the City of Urbana and that on a temporary short term

basis may reasonably be expected to materially affect the ordinary use of public streets, rights-of-way, sidewalks and requires the City to allocate its personnel, equipment and/or property at levels that exceed the ordinary allocation of such resources for the benefit of the general public. If alcoholic beverages are to be sold, a liquor license will be required. (Note: A separate application process is required for a liquor license.)

- B. City Equipment. As used herein, the term "City equipment" includes any vehicle of any type that is owned, leased or used by the City and any equipment owned, leased or used by the City in providing firefighting, police, medical rescue, or public works services.
- C. City Personnel. As used herein, the term "City personnel" includes both full-time and part-time employees of the City, employees of other municipalities who provide services to or for the City pursuant to a mutual aid or other intergovernmental cooperation agreement, and independent contractors who provide services to or for the City.
- D. City Property. As used herein, the term "City property" includes any and all real or personal property owned, leased or used by the City, and all public streets, sidewalks, city parking lots and rights-of-way within the City.
- E. Residential Block. Collectively, the properties along both sides of a public right-of-way between two cross streets, of which at least 50% are zoned residential. The definition of "Block Face" in the Urbana Zoning Ordinance shall be referred to as a guide in interpretation.
(Appendix A)
- F. Residential Block Party. A special event within the definition and guidelines set forth in Section "P" Below.

G. Sponsor. The person or entity submitting the application for a Special Event Permit. By signing the application, the person signing is either (1) designating himself/herself as Sponsor or (2) is representing that he/she has been duly authorized by the corporation, partnership or unincorporated association listed, to commit such entity to sponsorship.

H. University District. The area bounded by St. Mary's Road, Wright Street, Lincoln Avenue and University Avenue, with the aforesaid rights of way being included in the University District.

Note that special events within the University District are subject to the special provisions set forth in paragraph (E) below.

E. Director of Public Works. As used herein refers to the person who is appointed Director of Public Works for the City, or his/her designee.

Exclusions

Exclusions. For purposes of this chapter, a visit or appearance of an elected constitutional officer of either the State or Federal Government provided that the visit or appearance is for official business and is open to the general public.

Permit Required

No person or organization shall conduct a special event without first having obtained a special event permit from the City. Each separate day an event occurs is considered a separate special event requiring a permit. A Special Event Permit may be issued for more than one day, but the Special Permit fees required by Section "C" below shall be calculated on a per day basis.

This requirement does not apply to events sponsored in whole or in part by the City of Urbana. It also does not apply to events sponsored by other units of government, including Unit 116 School District, the Urbana Park District, or Champaign County, as long as those

events are held wholly on property of one of those other governments.

Permit and Application Fee

- A. Permit Application. All applications for special event permits shall be delivered to the Director of Public Works or his designee no less than twenty-one (21) days prior to the proposed special event.
- B. Form and Content of Application. The application shall be in writing and shall provide the following information:
1. The name, business address, and business phone number of the applicant and, if a corporation, the name of the president and secretary and the name and address of the registered agent of the corporation; if a partnership, the names of all partners; if an entity other than a corporation or partnership, then Applicant shall describe the nature of the organization.
 2. A description of the special event, including the date, time and duration of the event, and a site plan of the location showing all structures, tents, booths, dumpsters, sanitary facilities, and temporary electrical hook-ups and fence lines, if applicable, and the name, address and telephone number of the person or persons holding or sponsoring the special event. The applicant must expressly state whether amplified music will be allowed because we want a warning right there that compliance with the noise ordinance is not waived and the permit shall prominently state that issuance of the Special Event Permit does not relieve the sponsor and others from complying with the Urbana Noise Ordinance.
 3. A description of the services, City personnel, City equipment and City property which the applicant requests the City to provide.
(Note: there are costs associates with these. See "C" below.)

4. A detailed description of all public rights-of-way and private streets for which the applicant requests the City to impose restrictions of or alterations to normal parking, vehicular traffic or pedestrian traffic patterns, and the nature of such restrictions or alterations. If the proposal includes elimination of parking where there are City parking meters, the number and location of such meters will be identified.

5. Such other and further information as the City, acting through its Director of Public Works, may deem necessary in order to determine the nature and extent of municipal services to be provided.

C. Special Event Permit Fee. The application shall be examined by the Director of Public Works, and the Chiefs of Police and Fire to determine the expected cost to the City for personnel, equipment, and property that will need to be provided to accommodate the special event. The estimate of costs shall include an estimate of parking meter revenue that will be lost due to parking restrictions to accommodate the special event. The determination of all such costs as calculated by the Director of Public Works shall be the amount of the Special Event Fee to be charged, and the Director of Public Works shall notify the applicant in writing of such as soon as practicable. The amount so determined shall be paid within four (4) calendar days prior to the event. Where indicated in the attached fee schedule, a credit of \$300 for such costs to be incurred shall be given to those special events as indicated.

D. Late Application/Late Fee. Failure to make a timely application for a Special Event Permit as required by this policy interferes with the orderly operation of the City. However, an application submitted in fewer than the 21 days required can be considered for the possible granting of permission nevertheless. The fact that the City is willing to consider such late

application, however, creates no obligation whatsoever in the City to grant such permit. The City will consider such late application in the spirit of determining whether, despite the lateness of the request, can it reasonably be granted without disrupting City operations in a material way. If the Special Event Permit is granted, the fees for such shall be as set forth in (C) above.

- E. University District. Events that occur in the University District will be subject to the same provisions as outlined herein. However, applicants are additionally required to show proof that the University Police Department has been notified of the event.
- F. Refunds. In the event that the event is cancelled, and the City is notified in time to avoid some or all of the costs of personnel or equipment, then the applicant shall be entitled to a full or prorata refund of monies paid (other than the application fee and late fee, if any).
- G. Certificate of Insurance. If the Director of Public Works determines that the proposed special event will subject the City to risks of liability beyond what would normally occur with use of the streets and public property for their intended use, the Director may condition the issuance of the special events permit upon the applicant furnishing to the City a certificate of liability insurance in a form satisfactory to the City Attorney providing coverage in the amount of five hundred thousand (\$500,000.00) per occurrence and naming the City as an additional insured.
- H. Indemnification and Hold Harmless Agreement. In addition to full payment of the fees, the permit application shall be accompanied by the following indemnification/hold harmless agreement. In the event the applicant is a corporation, then in addition to the indemnification/hold harmless agreement, the applicant shall supply a resolution of its corporate board authorizing the entity to enter into such an agreement.

"Applicant agrees to defend the City from and against any and all claims, suits, or actions for death or injury to persons or damage to property brought against the City arising from any alleged claim, acts or omissions in connection with this special event permit, whether or not suit is filed, unless such claim, suit, or cause of action was based solely upon the negligence of the City, its employees, agents or contractors. Additionally, applicant shall indemnify the City for any sums the City becomes obligated to pay as damages arising out of such circumstances, except to the extent such damages are due solely to the negligence of the City, its employees, agents or contractors. Additionally, the applicant agrees to reimburse the City for any and all costs and expenses incurred by the City in removing refuse and trash from the area where the special events, pursuant to this permit, occurred."

- I. Criteria for Issuance. The Director of Public Works shall issue the permit requested unless upon consideration of the following factors, that such would unduly interfere with the public's use of the public property or constitute an unreasonable risk to the public safety, in which case the Director of Public Works shall deny the application in whole or in part:
1. Traffic flow and safety, including whether the time, route, hours, location and size of the special event will unnecessarily disrupt the movement of other traffic within the area;
 2. Emergency vehicle access to the site and other areas;
 3. The impact on access to private properties;
 4. The location of the special event would cause undue hardship for the adjacent businesses or residents;
 5. Availability of sanitary facilities, electrical hookups, etc.;
 6. Availability of parking;

7. Another special event permit application has already been received, or has already been approved, to hold another event at the same time and place requested by the applicant, or so close in time and place as to cause undue traffic congestion or other conditions that would cause the police department and/or other city departments to be unable to meet the needs of the police and other city services for both events and the general public;
8. The event will require the diversion of so many public employees or other resources that the event will unreasonably interfere with a reduced level of services to the remainder of the City.
9. The location of the event will substantially interfere with any construction or maintenance work scheduled to take place upon or along public property or right of way or any emergency work;
10. The event is scheduled to occur at a time when a school is in session at a route or location adjacent to the school or class thereof, and the noise or other conditions created by the event would substantially disrupt the education or activities of the school or class;
11. Whether such permit is actually necessary for the event as described in the application. In determining whether such permit is necessary, the Director of Public Works shall base such decision on the City's experience with the applicant with regard to previous special events.
12. In an event scheduled for Lincoln Square parking lot, a written statement from the Lincoln Square management that they have no objection to event is required.
13. Special Events, other than Residential Block Parties (See "P" below) shall not be permitted in a Residential Block.

In addition to the above, a permit will be denied to any person who has an outstanding balance due from a prior special event, or if the application contains incomplete or false information, or if the applicant or sponsor willfully refused to

comply with any lawful condition or order in relation to a previous special event. If the permit is denied, the Director of Public Works may suggest a different site that would obviate his/her concerns.

- J. Order to Limit, or Cease Activities and Vacate. Notwithstanding anything else to the contrary, the Chief of Police or designee has the authority to order limitations on activities or the complete cessation of activities in a special event and require the permitted areas to be vacated if the Chief of Police or designee determines that the terms and conditions of the special events permit have been violated or that the special event has otherwise caused a detriment to health, safety and welfare based upon such considerations, including but not limited to the following:

1. Impairment of emergency vehicle access to the site;
2. The inability of the sanitary facilities to accommodate the number of persons present;
3. Riotous conditions;
4. Threat to public safety of the attendees, participants or the public, or threat of damage to property;
5. Violations of the Code of Ordinances of the City, including but not limited to the City's noise ordinances.

Additionally, the Chief of Police or designee, after consulting with the senior fire official of the City on duty, may order limitations on activities or order cessation of all activities because of fire safety concerns.

- K. Reservation of Rights. The City reserves the following rights:

1. To impose requirements, conditions or restrictions for the conduct of the special event other than or in addition to those provided in this chapter if the City, acting through its Fire or Police Chief or Public Works Director, determines that such other or additional requirements, conditions or

restrictions, which shall be stated in the permit, are necessary to protect the public health, safety or welfare.

2. To modify or waive any or all of the requirements of this policy for certain special events, provided that the Director of Public Works finds that the special event is open to the general public, that it is sponsored by an organization that is located in and serves the residents or businesses of the City of Urbana, and that the event will encourage economic development, provide safe activities for the children of the community, promote citizen involvement or otherwise benefit the health, safety or welfare of the City and its citizens, provided, however, that the Director of Public Works may not waive compliance with any ordinances of the City.
-
- L. Authority of the Chief Administrative Officer. The Chief Administrative Officer is authorized to modify the procedures of this policy and to waive insurance (if any is required) and indemnification requirements and reduce or waive fees if City resources devoted to the event are due principally to the anticipated reaction of persons other than the applicant. (For example, counter demonstrations.)
 - M. Alcohol. If alcoholic beverages are to be sold or served, they may be sold, served and possessed only in accordance with state law and local ordinances. If liquor is to be sold, a liquor license issued by the City of Urbana will be required.
 - N. Tents. Tents of 400 square feet or more require a separate permit from the Department of Community Development Services.
 - O. Compliance with Applicable Ordinances, Regulations, Conditions and Restrictions. All special event permits issued pursuant to this chapter shall be conditioned upon the applicant's compliance with all applicable ordinances of the City and with any additional regulations,

conditions or restrictions set forth in the permit (such as the noise ordinance and the liquor ordinance).

- P. Residential Block Parties are social events for those persons who reside in the immediate area of the proposed block party. Although a Residential Block Party is a form of Special Event, because of the smaller scale, and occurring in a residential area, they are treated differently than Special Events open to the general public. Residential Block Parties shall not be advertised to encourage attendance of the general public. Application for "Residential Block Party" will be received only from residents of the Residential Block of the proposed site. No amplified live bands or freestanding speakers are allowed. Hours shall be no earlier than 10:00 am. and no later than 9:00 p.m.. There is no nullification of either the liquor laws and ordinances or the noise ordinance. The City will enforce those ordinances upon complaints.
- Q. Duties of Sponsor. The sponsor of an event shall:
1. Comply with all the terms and conditions of the special event permit and shall insure compliance by the participants and attendees, by taking such actions as are reasonable and appropriate to insure such compliance.
 2. Insure that those persons in charge of the event are informed of the permit conditions and that the site plan submitted in the application and the layout be adhered to during the event.
 3. The sponsor shall insure that a copy of the permit is available in the special event area during the duration of the event, and must be displayed upon request of a City official.
 4. The sponsor shall make arrangements for litter control and insure that the area is promptly cleaned and restored to the same condition as existed prior to the event.
 5. The sponsor shall insure compliance with an order to restrict or cease the special event.

SCHEDULE OF FEES

	Application Fee	Special Permit Fee
City of Urbana Urbana Park District Urbana School District	No Charge	No Charge
University* (within the University District)	No Charge	Paragraph C calculation less \$300 advanced credit
All Other Governments	\$25	Paragraph C calculation less \$300 advanced credit
Not for profit	\$25	Paragraph C calculation less \$300 advanced credit
Profit Earning Entities	\$25	Full Fees Under paragraph C
Residential Block Parties	No Charge	No Charge

*Events scheduled to occur within the University District are subject to the special provisions of paragraph E.

9

2005R06143

RECORDED ON

03/09/2005 02:06:36PM

CHAMPAIGN COUNTY
RECORDER
BARBARA A. FRASCA

REC FEE: 30.00

REV FEE:

PAGES: 9

PLAT ACT: 0

PLAT PAGE:

2005-03-03b

Affidavit

Please Return to: (6)

Teri Andel, Secretary, Planning Division
City of Urbana, Illinois
400 S. Vine Street
Urbana, IL 61801

**AFFIDAVIT OF MAILING NOTICE OF INTENT
TO ANNEX TERRITORY TO THE CITY OF URBANA**

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

Elizabeth H. Tyler, Director of Community Development Services, states that she gave notice of the pending action to be taken on an Ordinance annexing certain territory lying within the Urbana Township, in compliance with the provisions of Section 5/7-1-1 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1), by sending a notice by certified mail, postpaid, to each of the Board of Township Trustees and the Township Commissioner of Highways, indicated on the copy of said notice hereto attached, made a part of this Affidavit, and marked "Attachment"; and that she gave notice of the pending action to be taken on an Ordinance annexing certain territory lying within the boundaries of the Philo Fire Protection District to the City of Urbana, Illinois, in compliance with the provisions of Section 5/7-1-1 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1), by sending a notice by certified mail, postpaid to each of the Trustees of Philo Fire Protection District at the addresses indicated on the copy of said notice hereto attached, all notices being mailed on the 7th day of March, 2005, by this Affiant, at the Post Office in the City of Urbana, Illinois, being more than ten (10) days prior to the time mentioned in said notice as the time at which the Council of the City of Urbana would take action on the proposed Ordinance of Annexation; and

That a copy of said notice so mailed, as aforesaid, is hereto attached, made a part of this Affidavit.

Elizabeth H. Tyler
Elizabeth H. Tyler
Director, Community Development Services
City of Urbana

Subscribed and sworn to before me this

7th day of March, 2005.

Teri Andel
Notary Public





NOTICE OF INTENT TO ANNEX TERRITORY TO THE CITY OF URBANA

TO:

Urbana Township Board of Trustees

Lucinda Collins
2010 Prairie View
Urbana, IL 61802

Jack Price
504 McGee Circle
Urbana, IL 61802

Gregory F. Foster
310 Yankee Ridge Lane
Urbana, IL 61801

Donald Smith
4006 East Anthony Drive
Urbana, IL 61801

Urbana Township Supervisor

Mr. Don Flessner
2312 East Perkins Road
Urbana, IL 61802

Urbana Township Commissioner of Highways

Jim Prather
2312 East Perkins Road
Urbana, IL 61802

Trustees of Philo Fire Protection District

Mike McHenry, Chief
1670 North County Road, 600
Philo, IL 61864

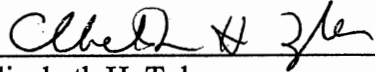
John Goodsell, Trustee
1429 County Road, 1100 North
Urbana, IL 61802

Donald Hewing, Trustee
209 Eisenhower Drive
Philo, IL 61864

Richard Kirby, Trustee
111 South Harrison Street
Philo, IL 61864

NOTICE IS HEREBY GIVEN, pursuant to the provisions of pursuant to Section 5/7-1-1 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-1), that a Petition has been received praying that the Council of the City of Urbana, Illinois, pass an Ordinance annexing territory to the City of Urbana as legally described in **Exhibit "A"** and illustrated in **Exhibit "B"**.

Notice is further given that the Urbana City Council Committee of the Whole will discuss the annexation petition at its meeting on **March 14, 2005 at 7:30 PM** in the City Council Chambers located at 400 South Vine Street, Urbana, Illinois. The Council of the City of Urbana will then vote on an Ordinance annexing said territory to the City at its regular meeting on **March 21, 2005 at 7:30 P.M.** in the Council Chambers of the City Building located at 400 South Vine Street, Urbana, Illinois.



Elizabeth H. Tyler
Director, Community Development Services
City of Urbana, Illinois

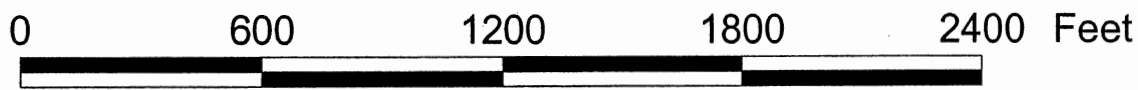
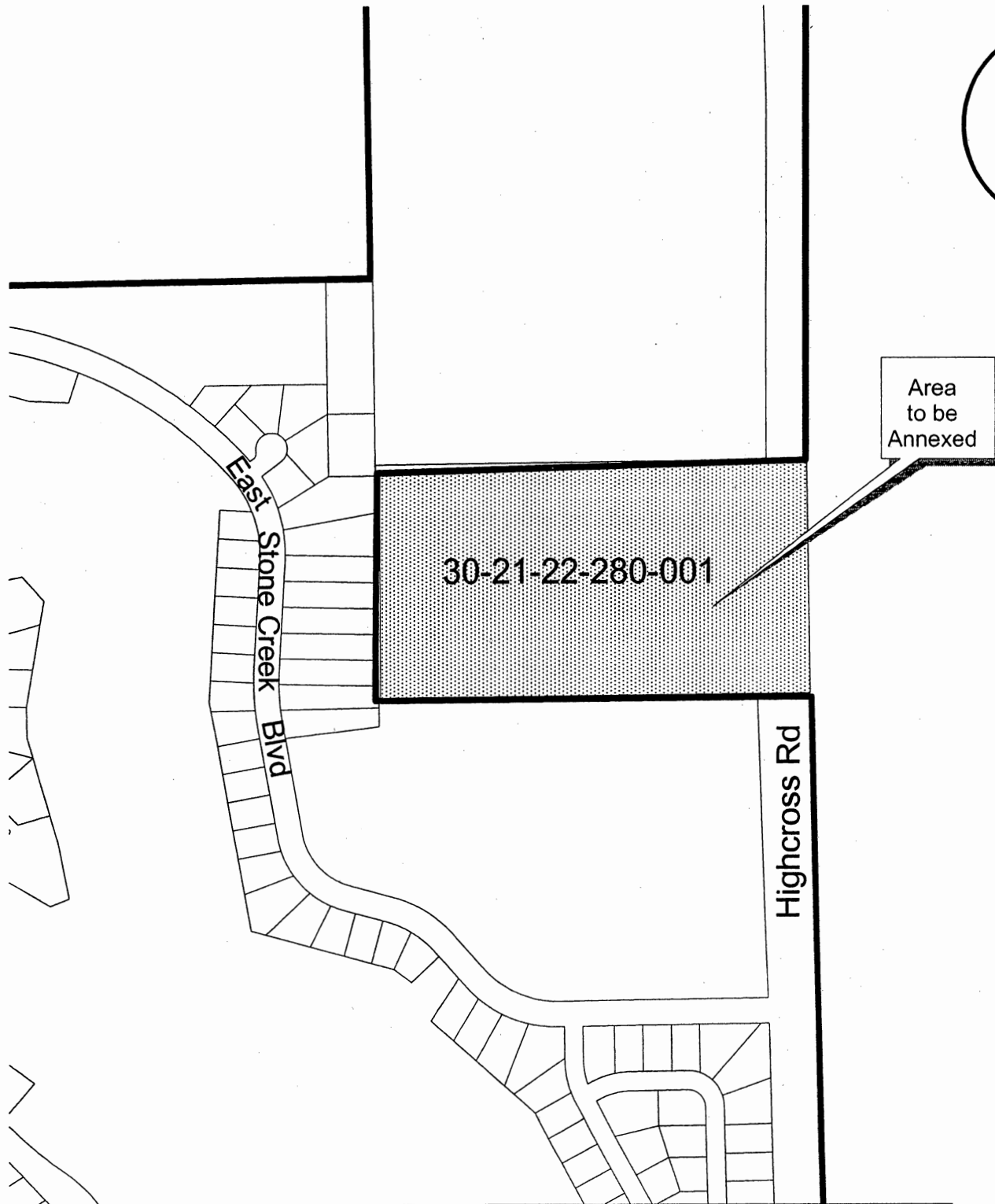
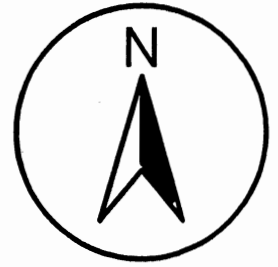
Exhibit "A" Legal Description of Tracts to be Annexed
Exhibit "B" Location Map of Tracts to be Annexed
Exhibit "C" Signed Petition to Annex from Property Owners

Exhibit "A" Legal Description of Tracts to be Annexed

All of Lot 1 of Emergo First Subdivision, Champaign County, Illinois, per plat recorded in Plat Book BB, at page 281, in the Office of the Recorder of Deeds, Champaign County, Illinois, all situated in Urbana Township, Champaign County, Illinois and encompassing 20.76 Acres, more or less.

PERMANENT PARCEL #: 30-21-22-280-001

Exhibit "B": Map of Tract to be Annexed



Annexation
1901 South High Cross Rd
PIN #: 30-21-22-280-001

**Exhibit "C" Signed Annexation Petition from Property
Owners**

ANNEXATION PETITION

Petition for Annexation

To

THE CITY COUNCIL OF THE CITY OF URBANA CHAMPAIGN COUNTY, ILLINOIS

The Petitioner, **Wendl, Inc., an Illinois Corporation**, respectfully states under oath:

1. Petitioner is the sole owner of record of the following legally described land (hereinafter sometimes referred to as the Tract), except any public right-of-way property to wit:

All of Lot 1 of Emergo First Subdivision, Champaign County, Illinois, per plat recorded in Plat Book BB, at page 281, in the Office of the Recorder of Deeds, Champaign County, Illinois, all situated in Urbana Township, Champaign County, Illinois and encompassing 20.76 Acres, more or less.

Commonly identified as a parcel of property containing T.K. Wendl's Restaurant and located along the west side of High Cross Road north of Windsor Road.

Parcel Index Number 30-21-22-280-001

2. Said Tract is not situated within the corporate limits of any municipality, but is contiguous to the City of Urbana, Illinois.
3. At least fifty-one percent (51%) of all electors residing in said Tract have signed this petition.
4. This petition shall be binding upon the party hereto, and its successors, assigns, and heirs.
5. For and in consideration of certain tax rebate provisions outlined in an annexation agreement between the City and the petitioner and other good and valuable consideration, the petitioner agrees that this petition is irrevocable for a period of one (1) year from the date of the petitioner's signature.

PETITIONERS RESPECTFULLY REQUESTS:

1. That said Tract described above herein be annexed to the City of Urbana, Illinois pursuant to Section 5/7-1-8 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-8).

2. That said Tract be annexed in accordance with terms of an annexation agreement to be passed by the City of Urbana by Ordinance and approved by the Mayor of the City of Urbana.
3. That the City Clerk be authorized and directed to record a copy of this petition in the Recorder's Office of Champaign County, Illinois.

Dated this 18th day of February, 2005.

Petitioner(s):

Jeff Wendling
Jeff Wendling for Wendl, Inc., an Illinois Corporation

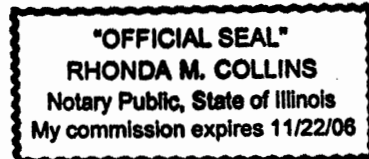
2/18/05
Date

Subscribed and sworn to before me this

18th day of February, 2005, A.D.

Rhonda M. Collins
Notary Public

My Commission Expires: 11-22-06



2005-03-03

July 7, 2000

Jeff Wendling
Chuck Wendling
T.K. Wendl's
1901 S. Highcross Road
Urbana, Illinois 61802

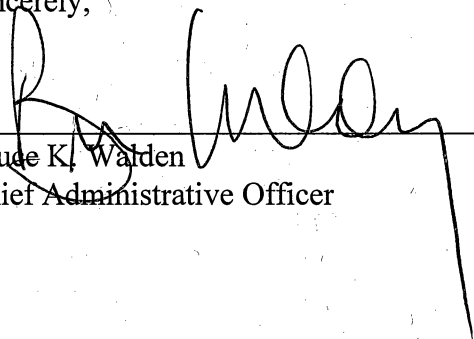
RE: Request to Annex TK Wendl's

Dear Jeff and Chuck:

In consideration of your filing an annexation petition at the Urbana City Clerk's Office we will work with you to address the following issues in an amendment to the annexation agreement passed by the Urbana City Council on August 23, 1993 as Ordinance No. 9394-22.

1. The City shall review infrastructure issues related to the current and future development of the Tract including traffic improvements related to access to and from Illinois Route 130. The City shall work with IDOT to assess these impacts and consider how costs for future improvements could be shared between all parties. The City would also encourage the extension of a water main along Highcross Road to serve the Tract and will not prohibit the continued use of groundwater or water from the drainage ditch. The City shall encourage the extension of other utilities including gas and telecommunications.
2. The City shall permit multiple family development on the west half of the tract in accordance with our development regulations.
3. The City acknowledges the special events that occur several times each year on the Tract and shall propose procedures and legislation necessary to permit the continuation of these events.
4. The City will develop a special liquor license permit to allow the serving and consumption of alcohol outside and at special events.
5. The existing freestanding sign and oil and chip parking lot surface shall be "grandfathered", that is, permitted to continue in their present condition and location.
6. The City shall make its best effort to encourage the CUCVB and Urbana Business Alliance to promote special events and sports taking place on the Tract.

Sincerely,



Bruce K. Walden
Chief Administrative Officer

Petition for Annexation
to
THE CITY COUNCIL OF THE CITY OF URBANA
CHAMPAIGN COUNTY, ILLINOIS

The Petitioner, **Wendle, Inc., an Illinois Corporation**, respectfully states under oath:

1. Petitioner is the sole owner of record of the following legally described land (hereinafter sometimes referred to as the Tract), except any public right-of-way property to wit:

All of Lot 1 of Emergo First Subdivision Champaign County, Illinois, per plat recorded in Plat Book BB, at page 281, in the Office of the Recorder of Deeds, Champaign County, Illinois, all situated in Urbana Township, Champaign County, Illinois and encompassing 20.76 Acres, more or less.

Commonly known as **1901 S. Highcross Road** and also identified as Parcel Index Number **30-21-22-280-001**.

2. Said territory is not situated within the corporate limits of any municipality, but is contiguous to the City of Urbana, Illinois.

3. There are no electors residing in said Tract.

4. For and in consideration of \$ 10.00 and other good and valuable consideration, the petitioner agrees that this petition is irrevocable for a period of six (6) months from the date of the petitioner's signature.

PETITIONER'S CONDITIONS PRIOR TO ANNEXATION

1. This petition for annexation is subject to the petitioner and the City of Urbana approving a mutually acceptable amendment to the annexation agreement passed by the Urbana City Council on August 23, 1993 as Ordinance No. 9394-22 and approved by the Mayor of the City of Urbana.

2. If said annexation agreement is not signed by petitioner and filed with the City of Urbana within six (6) months from the date this petition is filed in the office of the City Clerk, then said annexation petition shall be null and void.

3. Annexation of said Tract constitutes acceptance by the City of Urbana of the condition imposed by the Petitioner that the City of Urbana agrees to hold petitioner and lessee(s), if any, harmless and indemnify him/her for any reasonable costs of legal representation related to challenges to this annexation or the proposed incorporation of any village or city related thereto.

FILED

JUL 07 2000

Phyllis D. Clark
City Clerk

3:32 PM ET

PETITIONER RESPECTFULLY REQUESTS:

1. That said Tract described above herein be annexed to the City of Urbana, Illinois in accordance with all of the aforesaid conditions herein and pursuant to Section 5/7-1-8 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-8).

Dated this 6th day of JULY, 2000

PETITIONER:

Wendle, Inc., an Illinois Corporation

Jeff Wendle

Subscribed and sworn to before me this

6th day of JULY, 2000

Patrick T. Fitzgerald
NOTARY PUBLIC

My commission expires: 9/21/001



Petition for Annexation
to
THE CITY COUNCIL OF THE CITY OF URBANA
CHAMPAIGN COUNTY, ILLINOIS

The Petitioner, Frasca Associates, an Illinois General Partnership, respectfully states under oath:

1. Petitioner is the sole owner of record of the following legally described land (hereinafter sometimes referred to as the Tracts), except any public right-of-way property to wit:

The East 30 acres of the North West ¼ of the North West ¼ of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian, in Champaign County, Illinois, except the following described tracts:

1.25 acres in the form of a square in the North West Corner of the East 30 acres of the North West ¼ of the North West ¼ of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian described as follows:

Commencing at the North West corner of said 30 acre tract, then East along the North line of said Section 33, a distance of 233.345 feet; thence South at a right angle to the last described line a distance of 233.345 feet, thence West parallel to the North line of said Section 33, 233.345 feet, thence North to the point of beginning, subject to the rights of the public in portions of the premises used for highway purposes, and except:

Beginning at the North East Corner of the North West ¼ North West ¼ of Section 33, Township 20 North, Range 9 East of the Third Principal Meridian; thence South on the East line of the North West ¼ North West ¼ 208.71 feet; thence West parallel with the North line of said Section 33, 208.71 feet; thence North parallel with the East line of the North West ¼ North ¼ 208.71 feet to the North line of said Section 33; thence East on the North line of said Section 33, 208.71 feet to the point of beginning, Champaign County, Illinois.

And also identified as Parcel Index Number 25-15-33-100-013.

2. Said territory is not situated within the corporate limits of any municipality, but is contiguous to the City of Urbana, Illinois.
3. There are no electors residing in said Tract.
4. For and in consideration of \$ 10.00 and other good and valuable consideration, the petitioners agree that this petition is irrevocable for a period of one (1) year from the date of the petitioners' signature.

CITY OF URBANA
RECEIVED

JUL 07 2000

CITY CLERKS OFFICE

9:58 Am

PETITIONER'S CONDITIONS PRIOR TO ANNEXATION

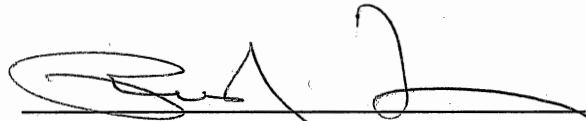
1. This petition for annexation is subject to the petitioners and the City of Urbana executing hereafter a mutually acceptable amended annexation agreement passed by the Urbana City Council and approved by the Mayor of the City of Urbana on a date after the date this Petition is signed.
2. If said annexation agreement is not signed by petitioner and filed with the City of Urbana within one (1) year from the date this petition is filed in the office of the City Clerk, then said annexation petition shall be null and void.
3. Annexation of said Tract constitutes acceptance by the City of Urbana of the condition imposed by the petitioners that the City of Urbana agrees to hold petitioners and lessee(s), if any, harmless and indemnify him/her for any reasonable costs of legal representation related to challenges to this annexation or the proposed incorporation of any village or city related thereto.

PETITIONER RESPECTFULLY REQUESTS:

1. That said Tract described above herein be annexed to the City of Urbana, Illinois in accordance with all of the aforesaid conditions herein and pursuant to Section 5/7-1-8 of the Municipal Code of the State of Illinois, as amended (65 ILCS 5/7-1-8).

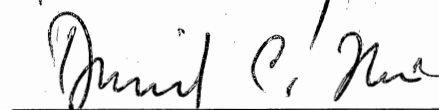
Dated this 7 day of July, 2000

PETITIONERS:
Frasca Associates
an Illinois General Partnership


Rudolph Frasca, Partner

Subscribed and sworn to before me this

7 day of July, 2000



NOTARY PUBLIC



LICENSE AGREEMENT
(1901 South High Cross Road)

WHEREAS, City of Urbana, Illinois, a municipal corporation (hereinafter called simply "City"), is constructing a multi-use path along the west side of High Cross Road (IL 130) running from Windsor Road on the South to the "Po Boy's Complex" (1901 South High Cross Road) on the North which is owned by Wendle, Inc., an Illinois Business Corporation (hereinafter called simply "Po Boy's"), and

WHEREAS, the parties hereto deem that it would be to the benefit of both the general public and Po Boy's if the Po Boy's parking lot was made available to the general public to park vehicles in conjunction with the use by the general public of the multi-use path, and

WHEREAS, the parties have reached an agreement regarding such use by the general public of the Po Boy's parking lot and desire to reduce the agreement to writing.

IT IS HEREBY agreed by the parties hereto as follows:

Section 1. Po Boy's acknowledges that as consideration for this agreement, they have been paid with the sum of Ten Dollars and 00/100ths (\$10.00) and provided with other good and valuable consideration, the receipt of which is hereby acknowledged.

Section 2. Definitions.

Po Boy's parking lot. Is legally described as follows:

A part of Lot 1 of Emergo First Subdivision, as shown on a plat prepared November 16, 1993 and recorded February 9, 1994 as Document Number 1994R03995 in the Office of the Recorder of Deeds, Champaign County, Illinois, being more particularly described as follows:

The easterly 200 feet of the northerly 350 feet of said Lot 1.

All being situated in the City of Urbana, Champaign County, Illinois and being a part of PIN:93-21-22-280-001

Path Vehicles. Vehicles belonging to the general public that are exercising the privilege

of parking at Po Boy's parking lot including but not limited to passenger cars, trucks less than one (1) ton, trailers for hauling bicycles and motorcycles.

Regulations Sign. This is a sign erected and maintained by the City of Urbana on which rules and regulations of use of the Po Boy's parking lot by the general public is governed.

Section 3. The general public shall have the privilege of parking their vehicles in the Po Boy's parking lot in conjunction with their use of the multi-use path along High Cross Road subject to all the rules and regulations posted on the Regulations Sign, and in addition thereto the following:

- A. No path vehicle shall be left on the Po Boy's parking lot for more than twenty-four (24) hours.
- B. No path vehicles shall park in areas marked for Po Boy's customers.
- C. All path vehicles must bear valid current plates.
- D. The city shall post the necessary signage that violation of the above rules shall subject the offending vehicle to towing at the owners expense.

Section 4. It is understood and agreed that the City is not, in this Agreement, undertaking any obligation to maintain the Po Boy's parking lot in any manner, nor is the City hereunder undertaking any liability for injuries or deaths that may occur to persons utilizing the trail head parking at the Po Boy's parking lot, nor is the City hereunder undertaking any liability for damage, theft, vandalism of any vehicles parked at the Po Boy's parking lot.

Section 5. Indemnification.

The City agrees to hold harmless and indemnify Po Boy's and its employees, assigns, agents, contractors, and subcontractors from any and all losses, expenses, damages, suits, demands and claims of any kind, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the presence of Path Vehicles,

their drivers and occupants, and shall pay all damages, judgments, costs, expense, and fees, including attorney's fees, incurred by Po Boy's and its employees and agents in connection therewith.

Section 6. Until the City cancels this Agreement in writing delivered to Po Boy's at the address set forth below, this Agreement shall remain in full force and effect, and shall be binding on subsequent owners and assigns.

Section 7. Addresses for purposes of notice:

Jeffrey Wendling, 437 County Road 2200E, Broadlands, Illinois 61816

City of Urbana, City Clerk, 400 S. Vine Street, Urbana, Illinois 61801

VILLAGE INN PIZZA

John Penhance

Po Boy's

By: _____

City of Urbana

By: *William R. Gray*