

AGREEMENT

THIS AGREEMENT, made this 10th day of March 2009 between the City of York, Pennsylvania, a Pennsylvania municipality ("City") located at 50 West King Street, York, Pennsylvania 17401, and Intowne Coffee, at 1 East Market Street, York, Pennsylvania 17401 ("Applicant")

WITNESSETH:

WHEREAS, Applicant desires to operate a sidewalk cafe within the City's right-of-way adjoining **East Market Street**, located in **Tax Ward 02, Map 1, Block 21, Parcel 000300** in the City of York, York County, Pennsylvania, pursuant to the plans attached hereto, incorporated herein as shown on Exhibit "A"; and

WHEREAS the sidewalk cafe shall encompass an area as shown on the east side of **North George Street** and the south side of **West Market Street** of the public right-of-ways within the improved sidewalk area adjacent to the building lines of **1 East Market Street** with the sidewalk cafe to encroach upon the existing City right-of-way shown on Exhibit "A"; and

WHEREAS, Applicant requested and the City hereby agrees to allow Applicant to encroach upon the City's right-of-way pursuant to the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, the parties, for themselves, their successors and assigns agree as follows:

1. Applicant shall be permitted to encroach upon the City's right-of-way for the purpose of operating a sidewalk cafe on the City's property, in accordance with Section 1113.10 of the Code of Ordinances for the City of York, Pennsylvania ("Code"), as set forth in Exhibit "A", but that the encroachment must not extend further than as shown, and that the remaining right-of-way shall be maintained for public access.
2. The operator of the sidewalk cafe shall conform in all respects to any and all applicable Federal, State and Local laws, including but not limited to Section 1113.10 of the Code, and shall take all measures to cause the least possible inconvenience to the City and the general public, and shall do whatever is necessary to leave the sidewalk/public right-of-way in as good condition as it was before said activity.
3. Applicant shall indemnify and hold harmless the City for any suit, action, cause of action, cost, expense, including attorney's fees, of any kind or nature resulting from any activity performed by or for Applicant and/or the maintenance, restoration or existence of said sidewalk cafe under the terms of this Agreement.

4. Applicant agrees to remove any structures, tables, chairs and other property and restore the area to the condition it was prior to the operation of the sidewalk cafe at the close of each day and in accordance with the operating guidelines set forth in Section 1113.10.

5. Upon receipt of written notice from the City, this Agreement may be terminated by the City. However, the Agreement shall automatically terminate, without notice, on December 31, 2009. It is agreed that every such notice shall be sufficient if sent by certified or registered mail, return receipt requested.

6. This Agreement cannot be assigned by Applicant and shall terminate upon the transfer of ownership or control of the business operating the sidewalk cafe.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the day and year first above written.

WITNESS:

ATTEST:

CITY OF YORK, PENNSYLVANIA

CITY CLERK

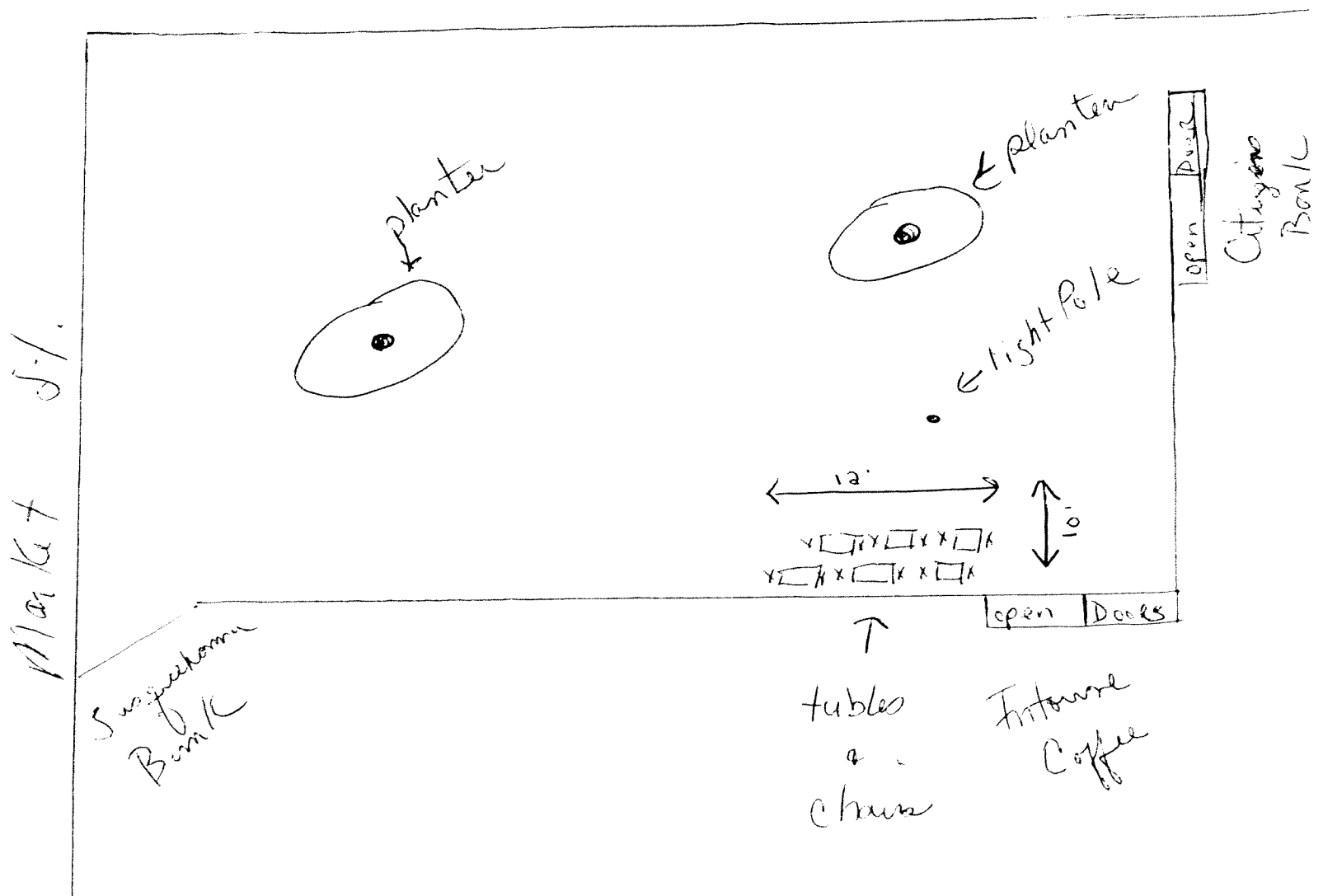
John Brenner, MAYOR

James D. Sneddon, CONTROLLER

Intowne Coffee

1 E. Market St. York, Pa 17401
(717) 542-0845

Intowne Coffee would like to have an outside sidewalk café. We would like to provide our customers an outside seating area to enjoy the products that we sell, such as coffee, smoothies, pastries, sandwiches, wraps, etc. We would like our seating area to be along the side of our building, that being in front of Intowne Coffee. The area will measure approximately 12 ft. x 10 ft. We would like to have 4 – 6 tables depending what is allowed.



ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID BG
INTOC50

DATE (MM/DD/YYYY)
08/27/08

PRODUCER
INSURANCE SERVICES UNITED, INC
224 N. George St
York PA 17401
Phone: 717-854-4043 Fax: 717-854-4044

INSURED
INTOWNE COFFEE LLC
JULIE A & ALEISHA M SAYLOR
2713 CHESTNUT RUN ROAD
YORK PA 17402

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	MUTUAL BENEFIT INSURANCE	14664
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BU00061729	05/05/08	05/05/09	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS RECOGNIZED AS ADDITIONAL INSURED FOR WORK COMPLETED BY THE NAMED INSURED IN REGARDS TO THE GENERAL LIABILITY.
 FAX: 717-741-3188

CERTIFICATE HOLDER
CITY050
CITY OF YORK
1 MARKET WAY WEST
YORK PA 17401

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
Catherine L. Spurr