

ORDINANCE NO. 2019-01-006

AN ORDINANCE APPROVING AND AUTHORIZING A SECOND AMENDMENT
TO THE NEW LINCOLN SQUARE PARKING AGREEMENT

WHEREAS, the City of Urbana, an Illinois municipal corporation and a home rule unit of local government (hereinafter, the “City”), and The New Lincoln Square LLC, an Illinois limited liability corporation (hereinafter, “Lincoln Square”), entered into a certain Parking Agreement dated May 1, 2005 (Ordinance No. 2004-11-148) and amended on October 7, 2010 (Ordinance No. 2010-10-105), (hereinafter, collectively, the “Parking Agreement”); and

WHEREAS, the City and Lincoln Square desire to further amend the Parking Agreement in substantially the form of the exhibit appended hereto and made a part hereof, (hereinafter, the “Second Amendment”);

WHEREAS, the City Council, after due consideration, finds that approval of the Second Amendment is in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Urbana, Illinois, as follows:

Section 1.

The Second Amendment shall be and hereby is approved in substantially the form appended to and incorporated into this Ordinance.

Section 2.

The Mayor of the City of Urbana, Illinois, shall be and is hereby authorized to execute the Second Amendment, in substantially the form of the exhibit attached hereto and hereby incorporated by reference, and the City Clerk of the City of Urbana, Illinois, shall be and the same is hereby authorized to attest to the execution of the Second Amendment, as so authorized and approved for and on behalf of the City of Urbana, Illinois all such documents being delivered as required.

Section 3.

This Ordinance shall not be construed to affect any suit or proceeding pending in any court, or any rights acquired, or a liability incurred, or any cause or causes of action acquired or existing prior to the effective date of this Ordinance; nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 4.

This Ordinance shall be in full force and effect from and after its passage.

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

PASSED BY THE CITY COUNCIL this 22nd day of January, 2019.

AYES: Brown, Hazen, Hursey, Jakobsson, Miller, Wu

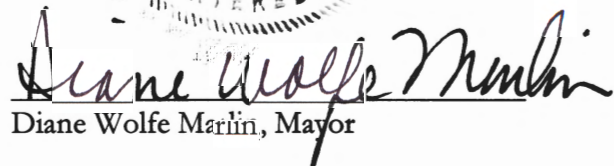
NAYS:

ABSTENTIONS:



Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 23rd day of January, 2019.



Diane Wolfe Marlin, Mayor

**SECOND AMENDMENT TO THE
NEW LINCOLN SQUARE PARKING AGREEMENT**

This Second Amendment to The New Lincoln Square Parking Agreement entered into this 1st Day of December, 2018 by and between the City of Urbana, Champaign County, Illinois (hereinafter, the "City") and The New Lincoln Square, LLC (hereinafter, "Lincoln Square") (hereinafter, collectively, the "Parties" and individually and generically, a "Party").

WHEREAS, the City and Lincoln Square entered into The New Lincoln Square Parking Agreement dated May 1, 2005 whereby the City agreed to lease certain parking lots, owned by the City to Lincoln Square (hereinafter, "Parking Agreement"); and

WHEREAS, the Parties entered into an amendment to the Parking Agreement dated October 7, 2010 (hereinafter, "First Amendment"); and

WHEREAS, the Parties now seek to enter into another amendment (hereinafter, "Second Amendment") to the Parking Agreement.

NOW for good, valuable and mutual consideration which each Party acknowledges as having in hand received and for the mutual exchange of the terms, conditions and covenants contained herein, the Parties agree as follows:

Section 1: City-owned parking Lot 24, which is located on the south side of Illinois Street, Urbana Illinois, and all of its parking spaces shall no longer be a part of nor shall said parking Lot 24 be governed by or subject to the Parking Agreement or the First Amendment or any term contained in either agreement or any exhibit appended thereto and incorporated therein. Effective on the date that the last Party executes this Second Amendment, Lincoln Square shall be relieved of any and all obligations to compensate the City for Lincoln Square's or its tenants' or patrons' use of the parking

spaces located in parking Lot 24 and the City shall be relieved of having to make available to Lincoln Square and any of its tenants or patrons any parking spaces located in parking Lot 24.

Section 2: The third line of the first recital of the Parking Agreement shall be and hereby is amended by deleting the following language: "Lot 10X and Lot 24" and then replacing it with "and Lot 10X".

Section 3: Section 2.1.c. of the Parking Agreement shall be deleted in full and then replaced with the following language:

c. Upon thirty (30) days' advance written notice to the City by Lincoln Square, the City shall make available to Lincoln Square up to a maximum of one-hundred (100) reserved lot parking spaces located within one or more City-owned reserved parking lots that are within one-third (1/3) of a mile from any publicly accessible exterior entrance to the mall/office structure (with common address of 300 South Broadway Avenue, Urbana, Illinois), owned by Lincoln Square or its successors or assigns. The immediate aforesaid reserve parking lot spaces (the "**Adjacent Parking Lots**"), to the extent reasonably practicable, shall be ground level surface parking.

Section 4: Section 4.1 of the Parking Agreement shall be deleted in full and then replaced with the following:

Payments. For and during the Term of this Agreement, Lincoln Square shall pay to the City an annual payment for parking benefits attributable Lot 10-A South, Lot 10-F, Lot 10-E and Lot 10-X (the "**Annual Base Payment**") and an annual payment for the parking benefits attributable to the Adjacent Parking Lots (the "**Annual Permit Payment**").

Section 5: The Parties hereby terminate the First Amendment concerning City-owned parking Lot 24 West that is located on the south side of Illinois Street, Urbana, Illinois, and immediate west of City-owned parking Lot 24. Effective on the date that the last Party executes this Second Amendment, Lincoln Square shall be relieved of any and all obligations to compensate the City for Lincoln Square's or its tenants' or patrons' use of the parking spaces located in parking Lot 24 West and the City shall be relieved of having to make available to Lincoln Square and any of its tenants or patrons any parking spaces located in parking Lot 24 West.

Section 6: In all other respects, the provisions of the Parking Agreement dated May 1, 2005 shall remain in full force and effect.

IN WITNESS WHEREOF, each of the Parties have caused this Second Amendment to the Parking Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

[END OF SECOND AMENDMENT. SIGNATURES FOLLOW.]

**For the City of Urbana, Champaign
County, Illinois, an Illinois
Municipal Corporation**

By: *Diane Wolfe Marlin*
Diane Wolfe Marlin, Mayor

Date: 23 Jan 2019

**For The New Lincoln Square, LLC,
an Illinois limited liability company**

By: *[Signature]*
Its Manager

Date: 12/14/18

ATTEST:

[Signature]
Charles A. Smyth, City Clerk

Date: 1/27/2019

