

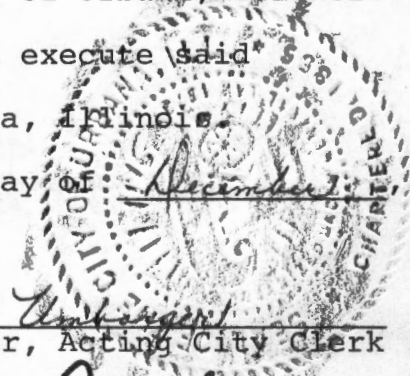
A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT RELATIVE
TO PARKING AND PARKING REVENUES FOR
LINCOLN SQUARE SHOPPING CENTER, URBANA,
ILLINOIS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA,
ILLINOIS, as follows:

Section 1. That "An Agreement Relative to Parking and
Parking Revenues for Lincoln Square Shopping Center, Urbana,
Illinois", a copy of which said Agreement is attached hereto and
hereby incorporated by reference, be and the same is hereby approved.

Section 2. That the Mayor of the City of Urbana, Illinois
be and the same is hereby authorized to sign and execute said
Agreement for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 4th day of December,
1978.



Beverly Umberger
Beverly Umberger, Acting City Clerk

APPROVED by the Mayor this 19th day of December,
1978.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

*Watermark: Merch Bond
25% COTTON FIBER 515*

AN AGREEMENT RELATIVE TO PARKING AND
PARKING REVENUES FOR LINCOLN SQUARE
SHOPPING CENTER, URBANA, ILLINOIS

This Agreement, made and entered into as of the first day of April, 1978, by and between the CITY OF URBANA (hereinafter referred to as the "City"), CARSON PIRIE SCOTT & COMPANY, a Dalaware corporation (hereinafter referred to as "Carson") and URBANA CENTRAL DEVELOPMENT CO., an Illinois corporation (hereinafter referred to as "Urbana Central," Carson and Urbana Central being herein sometimes together referred to as "Merchant").

WITNESSETH:

WHEREAS, the City is the owner and operator of certain municipal parking lots in the area bounded by Vine Street to the east, Elm Street to the north, Race Street to the west, and Illinois Street to the south, all within the corporate limits of the City of Urbana, Illinois; and

WHEREAS, the City Council of the City has heretofore resolved, by Resolution No. 7677-R41, entitled "A Resolution Approving An Agreement To Retire Outstanding Parking Revenue Bonds By The Issue Of General Obligation Bonds Within A Time Certain," to use parking meter revenues of the Urbana Parking Meter System to retire certain general obligation bonds of the City issued pursuant to Ordinance No. 7677-78, which said ordinance was passed on the 22nd day of February, 1977 and approved on the 25th day of February, 1978; and

WHEREAS, the aforesaid municipal parking lots currently provide the City with parking meter revenues which are currently used and employed by the City for the purpose of retiring the general obligation bonds referred to above; and

WHEREAS, Urbana Central is the owner of, and Carson is the lessee of Lincoln Square (as hereinafter defined); and

WHEREAS, both City and Merchant now desire to substitute the terms and conditions of this Agreement for and as an alternative to such revenues as would otherwise be generated by parking meters in said municipal parking lots and to provide certain other rights and obligations with respect to said municipal parking lots.

NOW, THEREFORE, for and in consideration of the amounts hereinafter set forth and the mutual promises made to each other, the parties do mutually covenant and agree as follows:

1. Definitions.

The following terms when used in this Agreement shall have the following meaning:

(a) "Lincoln Square" shall mean and refer to the enclosed shopping mall located on Lot 1 and Lot 10 in the Central Business Addition, Urbana, Illinois.

(b) "Parking Area" shall mean and refer to those certain parcels of real property outlined in red on the

site plan attached hereto as Exhibit A and hereby made a part hereof, and located on the real estate legally described in Exhibit B attached hereto and hereby made a part hereof.

(c) "Site Plan" shall mean and refer to a site plan of the Parking Area, similar in form to the site plan attached hereto as Exhibit C, designating thereon or by reference to a schedule or exhibit attached thereto, in addition to such other matters as may be reasonably necessary for the purpose of accurately depicting the Parking Area, the following: the total number of parking spaces in the Parking Area; the Exempt Area; the Jewel Area; the Timpone Area; and the number of Jewel Spaces, Timpone Spaces and Merchant Spaces.

(d) "Permanent Exempt Users" shall mean and refer to those persons (as generally listed and described in Exhibit C hereto) who have heretofore been permitted, or who pursuant to this Agreement shall hereafter be permitted, to park motor vehicles within the Exempt Area either permanently or on a daily basis during business hours or on a similar regular full-time basis or as provided in Subparagraph 1(e) below.

(e) "Temporary Exempt Users" shall mean and refer to those certain persons (as generally listed and described in Exhibit C hereto) who have heretofore been permitted, or who pursuant to this Agreement shall hereafter be permitted,

to park motor vehicles within the Exempt Area regularly, either during the entire business day or for a portion thereof, but on less than a permanent, full-time or daily basis, and shall exclude all Permanent Exempt Users. The Temporary Exempt Users at the time of the execution of this Agreement consist solely of persons serving jury duty at the Champaign County courthouse, which persons use the Parking Area during regular courthouse hours during two-week periods each month. The parties agree that those persons who pursuant to this Agreement shall hereafter be permitted to park motor vehicles within the Exempt Area on a basis that results in an intensity of use that is less than or equal to that of the aforesaid persons serving jury duty shall be deemed to be Temporary Exempt Users and that those persons who pursuant to this Agreement shall hereafter be permitted to park motor vehicles within the Exempt Area on a basis that results in an intensity of use that is greater than that of the aforesaid persons serving jury duty shall be deemed to be Permanent Exempt Users.

(f) "Exempt Users" shall mean and refer to the Permanent Exempt Users and the Temporary Exempt Users.

(g) "Exempt Area" shall mean and refer to those certain portions of the Parking Area in which the Exempt Users shall be permitted to park motor vehicles, designated by the identification of specific aisles (but not necessarily specific parking spaces) on a Site Plan approved by Merchant

as provided in this Agreement.

(h) "Jewel" shall mean and refer to the Jewel Tea Co., Inc., a New York corporation, its successors and assigns.

(i) "Jewel Area" shall mean and refer to those portions of the Parking Area in which the Jewel Spaces are located, designated by the identification of specific aisles (but not necessarily specific parking spaces) on a Site Plan approved by Merchant as provided in this Agreement.

(j) "Jewel Spaces" shall mean and refer to the parking spaces, not to exceed forty-one (41) in number, located within the Jewel Area and intended for use by the Permittees of Jewel.

(k) "Jewel Agreement" shall mean and refer to an agreement, proposed to be entered into between Jewel and the City, relating to the parking of motor vehicles on the Jewel Spaces and containing the terms, provisions and conditions provided in Paragraph 15 hereof.

(l) "Timpone" shall mean and refer to Raymond Timpone, his successors and assigns.

(m) "Timpone Area" shall mean and refer to those portions of the Parking Area in which the Timpone Spaces are located, designated by the identification of specific aisles (but not necessarily specific parking spaces) on a Site Plan approved by Merchant as provided in this Agreement.

(n) "Timpone Spaces" shall mean and refer to those certain parking spaces, not to exceed sixteen (16) in number, located within the Timpone Area and intended for use by the Permittees of Timpone.

(o) "Timpone Agreement" shall mean and refer to an agreement, proposed to be entered into between Timpone and the City, relating to the parking of motor vehicles on the Timpone Spaces and containing terms, provisions and conditions similar to the terms, provisions and conditions of this Agreement.

(p) "Merchant Spaces" shall mean and refer to those certain parking spaces, not less than six hundred forty-five (645) in number, located within the Parking Area intended for use by Merchant and its Permittees, which Merchant Spaces shall be all parking spaces within the Parking Area other than the Exempt Spaces, the Jewel Spaces and the Timpone Spaces and which Merchant Spaces may be located in the Jewel Area, the Timpone Area and the Exempt Area and elsewhere in the Parking Area.

(q) "One-Year Period" shall mean and refer to each period of one year commencing on the first (1st) day of April during the term of this Agreement.

(r) "Permittees" shall mean and refer to a person's, firm's or corporation's lessees and sublessees and to the officers, agents, servants, employees, patrons, customers, guests, invitees or licensees of such person, firm or corporation or of its lessees or sublessees.

2. Term.

The term of this Agreement shall be for a period of fifteen (15) years commencing on the 1st day of April, 1978, and terminating on the 31st day of March, 1993.

3. Parking Area; No Charge.

(a) Throughout the term of this Agreement the City shall maintain and provide the Parking Area for the public parking of motor vehicles and for vehicular and pedestrian ingress and egress related thereto, subject to, and in accordance with, the terms, provisions and conditions of this Agreement.

(b) Except for (i) the payments provided to be made by Merchant under this Agreement, (ii) payments, if any, made by the Exempt Users (as provided in Paragraph 4 hereof), (iii) payments, if any, which may be provided to be made by Timpone under the Timpone Agreement (as provided in Paragraph 14 hereof) and (iv) payments provided to be made by Jewel under the Jewel Agreement (as provided in Paragraph 15 hereof), the City agrees that it will not impose upon Merchant or its Permittees any direct fee, charge, tax, assessment or other payment for the parking of motor vehicles upon the Parking Area, or for repair, maintenance or restoration of the Parking Area or for any other reason relating to the Parking Area.

4. Exempt Users.

(a) The parties hereto acknowledge that the Parking Area has heretofore been operated by the City as a metered

public parking lot and that the City has from time to time permitted the Exempt Users to park motor vehicles within the Parking Area, without payment of the usual parking meter charges therefor but, in some cases, with the payment of periodic fees or charges. Merchant hereby acknowledges that the City may continue to permit the Exempt Users to park motor vehicles upon the Parking Area, for such periods of time and upon such other terms and conditions as the City and the Exempt Users may agree, subject, however, to the provisions of this Paragraph 4.

(b) The City shall furnish to Merchant, on or before the first day of March of each year of the term of this Agreement, a statement (the "Statement") and a Site Plan similar in form to the Statement and Site Plan attached hereto as Exhibit C, detailing the number of Exempt Users (with a listing of the identification and number of Permanent Exempt Users and Temporary Exempt Users) that the City proposes to be permitted during the One-Year Period commencing on the first day of April next following the date on which the Statement is due and designating (in addition to the other requirements of a Site Plan) the Exempt Area which the City proposes during such One-Year Period. Upon being furnished the Statement and Site Plan for a One-Year Period as aforesaid, Merchant, by notice to the City on or before the first day of April of such One-Year Period, shall inform the City of the number of Permanent Exempt Users and Temporary Exempt Users and the locations of the Exempt Area to which Merchant consents and approves for such One-Year Period. If the City fails to furnish the Statement or Site Plan to

Merchant on or before the first day of March next preceding the One-Year Period for which such Statement and Site Plan are to be furnished, the number of Permanent Exempt Users and Temporary Exempt Users applicable to such One-Year Period shall be the number designated in Exhibit C hereto and the Exempt Area shall be the Exempt Area most recently theretofore consented to and approved by Merchant. If Merchant, having received the Statement and Site Plan on or before the first day of March, fails to advise the City of the approved number of Permanent Exempt Users and Temporary Exempt Users and of the approved Exempt Area on or before the first day of April next following receipt of the Statement and Site Plan as aforesaid, the approved number of Permanent Exempt Users and Temporary Exempt Users for the One-Year Period commencing on such first day of April shall be the number of Permanent Exempt Users and Temporary Exempt Users designated in the Statement furnished to Merchant by the City and the Exempt Area shall be as designated in the Site Plan furnished to Merchant by the City.

(c) The total number of Temporary Exempt Users during any One-Year Period shall not exceed the total number of Temporary Exempt Users designated in Exhibit C hereto, unless Merchant otherwise consents as provided in Subparagraph 4(b). Subject to the provisions of the foregoing sentence, the City may permit Temporary Exempt Users other than those specifically identified in Exhibit C, provided that the use of the Exempt Area by such persons shall be for a governmental, civic, charitable or other non-commercial purpose.

(d) The total number of Permanent Exempt Users during any One-Year Period shall not exceed the total number of Permanent Exempt Users designated in Exhibit C hereto, unless Merchant otherwise consents as provided in Subparagraph 4(b). Subject to the provisions of the foregoing sentence, the City may permit Permanent Exempt Users other than those specifically identified in Exhibit C, provided that the use of the Exempt Area by such persons shall be for a governmental, civic, charitable or other non-commercial purpose.

(e) In no event shall the City permit the number of Permanent Exempt Users of the number of Temporary Exempt Users for any One-Year Period to exceed those approved by Merchant as provided in Subparagraph 4(b) and in no event shall the City permit the Exempt Users to park motor vehicles on any portion of the Parking Area other than the Exempt Area as approved by Merchant as provided in Subparagraph 4(b).

(f) Subject to the provisions of Subparagraph 4(c) and Subparagraph 4(d), Merchant shall not withhold its consent to the designation of the Exempt Area identical to that designated in Exhibit C or to the designation of a number of Permanent Exempt Users or of Temporary Exempt Users equal to or less than the respective numbers thereof designated in Exhibit C.

(g) Any default by the City under the provisions of this Paragraph 4 shall be conclusively presumed to be a

default which materially affects the rights of Merchant hereunder.

5. Base Payments by Merchant.

In consideration of the covenants and agreements of the City hereunder, Merchant agrees to pay to the City, as an annual Base Payment (payable in semi-annual installments as hereinafter provided) the sum of Fifty-Five Thousand Ninety-Two and no/100 Dollars (\$55,092), subject to adjustment as provided in Paragraph 6 hereof. Such Base Payment shall be paid in two equal semi-annual installments, payable on the first (1st) day of April and the first (1st) day of October of each year of the term of this Agreement.

6. Adjustment In Base Payment.

The Base Payment provided for in Paragraph 5 shall be adjusted as hereinafter provided:

(i) In the event the sum of (A) the number of Permanent Exempt Users for a One-Year Period as provided in Paragraph 4 and (B) one-half (1/2) of the number of Temporary Exempt Users for such One-Year Period as provided in Paragraph 4 (such sum being herein referred to as the "Adjusted Number") exceeds one hundred and fifty-six (156) (being the sum of the number of Permanent Exempt Users and one-half (1/2) of the number of Temporary Exempt Users as provided in Exhibit C and being herein referred to as the "Original Number"), the Base Payment for such One-Year Period shall be reduced by an amount equal to the product obtained by multiplying \$55,092 by a fraction, the numerator of which is the amount, if any, by which the Adjusted Number for such One-Year Period exceeds the Original Number, and the denominator of which is six hundred forty-five (645) (being the number of Merchant Spaces designated in Exhibit C hereto).

(ii) In the event that the use of Lot 3 in the Central Business Addition, Urbana, Illinois as a public parking lot shall be discontinued, the annual Base Payment, commencing as of the date on which the use of Lot 3 as a public parking lot is discontinued,

shall thereafter be reduced by Two Thousand Six Hundred Forty-Eight and No/100 Dollars (\$2,648) (being an amount equal to the product obtained by multiplying \$55,092 by a fraction, the numerator of which is thirty-one (31) (being the number of parking spaces located in said Lot 3) and the denominator of which is six hundred forty-five (645) (being the number of Merchant Spaces designated in Exhibit C)). This reduction shall be prorated on a per diem basis as of the date on which the use of said Lot 3 as a public parking lot is discontinued, and an appropriate refund with respect to any payment made by Merchant prior to the date on which such use was discontinued shall be made as a credit against the installment of Base Payment next due.

7. Reserve Fund for Repairs.

(a) In addition to the Base Payment provided for in Paragraph 5, Merchant shall pay to the City:

(i) During the One-Year Period commencing April 1, 1980, an amount payable in two (2) equal installments, on April 1, 1980, and on October 1, 1980, each such installment being equal to one-half (1/2) of the product obtained by multiplying Two Thousand Two Hundred Ninety-Six and No/100 Dollars (\$2,296) by a fraction, the numerator of which is six hundred forty-five (645) (being the number of Merchant Spaces designated in Exhibit C), less the amount, if any, by which the Adjusted Number (as provided in Paragraph 6 hereof) applicable to the One-Year Period commencing on the date on which such payment is due exceeds the Original Number (as provided in Paragraph 6 hereof), and the denominator of which is six hundred forty-five (645) (being the number of Merchant Spaces designated in Exhibit C; and

(ii) During each One-Year Period beginning with the One-Year Period commencing on the first (1st) day of April, 1981, an amount payable in two (2) equal installments on April 1 and on October 1 of each such One-Year Period, each such installment being equal to one-half (1/2) of the product obtained by multiplying Four Thousand Five Hundred Ninety-One and No/100 Dollars (\$4,591) by a fraction, the numerator of which is six hundred forty-five (645) (being the number of Merchant Spaces designated in Exhibit C), less the amount, if any, by which the Adjusted Number (as provided in Paragraph 6 hereof) applicable to the One-Year Period commencing on the date on which such payment is due exceeds the Original Number (as provided in Paragraph 6 hereof), and the denominator of which is six hundred forty-five (645) (being the number of Merchant Spaces designated in Exhibit C).

(b) The aforesaid payments provided for in Sub-paragraph 7(a) shall be held by the City in a reserve fund (but need not be held in a segregated account), and shall be used solely, for repairs, maintenance and restoration of the Parking Area during the term of this Agreement, and for no other purpose. Within thirty (30) days of the end of each fiscal year of the City during the term of this Agreement, the City shall furnish to Merchant a statement, certified by the chief financial officer of the City, detailing the amount of the aforesaid reserve fund and the expenditures from the reserve fund during such fiscal year.

8. Initial Work.

(a) The City will cause the following improvements (the "Initial Work") to the Parking Area (except that portion thereof located on Lot 3 in the Central Business Addition, Urbana, Illinois) to be substantially completed in accordance with the Schedule attached hereto as Exhibit D and hereby made a part hereof:

(i) Removal of all parking meters from the Parking Area;

(ii) Resurfacing of the parking surface of the Parking Area;

(iii) The painting of stripes designating the parking spaces and of directional information on the parking surface of the Parking Area;

(iv) The planting of trees, shrubbery and other landscaping on and around the Parking Area; and

(v) The installation of traffic control and directional signs on and around the Parking Area.

(b) Attached hereto as Exhibit E and hereby made a part hereof is a set of design plans and specifications

relating to the performance of the Initial Work with respect to a portion of the Parking Area designated in said Exhibit E. The Initial Work with respect to the remainder of the Parking Area shall be completed in accordance with plans and specifications to be prepared by the City, which plans and specifications shall be consistent with Exhibit E and shall be subject to approval by Merchant, which approval shall not be unreasonably withheld. At the time of the submission of such plans by the City to Merchant, the City shall furnish Merchant a Site Plan, depicting the Parking Area as it will exist upon completion of the Initial Work and designating, in addition to the other requirements of a Site Plan, the Merchant Spaces, the Timpone Spaces, the Jewel Spaces and the Exempt Spaces as located as nearly as possible to the areas so designated in Exhibit C hereto. The Site Plan shall be subject to the approval of Merchant, which approval shall not be unreasonably withheld.

(c) The Initial Work shall be performed by the City at its sole cost and expense and the City hereby agrees to expend not less than Three Hundred Fifty Thousand and No/100 Dollars (\$350,000) as the cost for material and labor (including labor performed by City employees) in its performance of the Initial Work.

(d) The parties acknowledge that the nature of the Initial Work may cause temporary and limited disruption in the flow of vehicular and pedestrian traffic within the Parking Area and in the use, from time to time, of portions of the Parking Area, and the City therefore agrees that the

scheduling of the days on which the Initial Work shall be performed shall be subject to Merchant's prior consent and approval, for the purpose of reducing or eliminating interference with commercial activities by Merchant and its Permittees. For purposes of this Subparagraph 8(d), the City may obtain consent and approval from the center manager of Lincoln Square.

(e) The parties hereby acknowledge that the Initial Work when completed may result in a net increase or decrease in the total number of parking spaces in the Parking Area as designated in Exhibit C and agree that any such net increase or decrease, not exceeding ten (10) total spaces, shall be deemed immaterial and shall not affect the rights or obligations of the parties hereunder.

9. Repair and Maintenance of the Property.

The City shall maintain the Parking Area at its own expense, subject to the provisions of this Agreement, in good condition and repair, and in a condition at least equal to the condition of parking lots serving or situated in or around shopping centers similar in size and quality to Lincoln Square, and agrees specifically:

(a) To maintain the premises in a clean, presentable and safe condition and remove snow, ice, debris and other obstructions;

(b) To supply and maintain all pavement markings and such directional, informational and traffic control

signs as may be reasonably necessary for public safety and the enforcement of applicable laws and ordinances on or within the Parking Area;

(c) To make all necessary repairs and replacements to lighting fixtures; and

(d) To repair, restore and replace the surface of the Parking Area from time to time as shall be reasonably required to maintain the Parking Area in the aforesaid condition.

10. Lighting of Parking Area.

The City shall cause the Parking Area to be well-lighted throughout the term of this Agreement, by lights not less in quantity nor in illumination than the quantity and illumination of the lights located on the Parking Area as of the date hereof, subject, however, to a reasonable reduction in lighting by reason of national, state or local energy conservation policy.

11. Alteration of Parking Spaces.

The City shall not materially alter the location, size or shape of any parking spaces located in the Parking Area or the location, direction, size or shape of any aisles, driveways or other means of access, ingress or egress on or about the Parking Area or otherwise materially alter, change or modify the configuration of the Parking Area in any way (except as provided in Paragraph 8 hereof) without the prior written consent of Merchant, which consent shall not be

unreasonably withheld. Notwithstanding the foregoing, the City shall not alter the location of the Exempt Area (except as provided in Paragraph 4), the Jewel Area or the Timpone Area from the present locations thereof without the prior written consent of Merchant.

12. Policing and Patrolling of Parking Area.

Throughout the term of this Agreement, the City shall police and patrol the Parking Areas for (but not solely or exclusively for) the purpose of enforcing the terms and provisions of Paragraph 13 hereof.

13. Parking Limitation.

(a) Except as otherwise provided in this Paragraph 13 and except as provided in Paragraph 4 hereof, the City agrees that it will prohibit any motor vehicle from being parked on the Merchant Spaces for a continuous period in excess of three (3) hours (such prohibition being herein sometimes referred to as the "Parking Time Limit"), that it will place signs on and about the Parking Area for the purpose of informing users of the Parking Area of the Parking Time Limit, and that it will enforce the Parking Time Limit. In the event that the City shall elect to enforce the Parking Time Limit by the imposition of fines or other penalties upon violators thereof, the imposition of such fines and penalties shall not be deemed to violate the provisions of Paragraph 4 hereof.

(b) The Parking Time Limit shall not apply to, and shall not be enforced against, any person who is employed

in Lincoln Square and who parks a motor vehicle on the Parking Area during a period commencing not earlier than one (1) hour before, and ending not later than one (1) hour after, the time during which such person is so employed. Merchant and the City agree to cooperate in establishing a method of designating the motor vehicles of the aforesaid employees for purposes of carrying out the provisions of this Subparagraph 13(b), which method may include the designation of mutually acceptable portions of the Parking Area for parking for the aforesaid employees only and/or the affixation of identification stickers to the vehicles of the aforesaid employees.

(c) Merchant, by notice to the City not less than thirty (30) days prior to the commencement of a One-Year Period, may request an increase or decrease in the maximum number of hours of the Parking Time Limit during such One-Year Period to a number of hours to be designated in such notice, and during such One-Year Period the City agrees that the Parking Time Limit provided for in Subparagraph 13(a) hereof shall be amended as provided in such notice (subject, however, to Subparagraphs 13(b) and 13(d) hereof). In the event that Merchant does not notify the City of any increase or decrease of the maximum number of hours of the Parking Time Limit as aforesaid, the Parking Time Limit applicable to such One-Year Period shall be and remain the Parking Time Limit applicable to the One-Year Period prior thereto.

(d) The City hereby agrees that, upon request by Merchant on not less than ten (10) days' notice to the City,

at any time and from time to time, the City shall temporarily (i) waive and suspend enforcement of the Parking Time Limit for and during the day or days or other period or periods of time designated in such notice or (ii) increase the maximum number of hours of the Parking Time Limit to the number of hours so designated in such notice and for and during the day or days or other period or periods of time designated in such notice. Upon the giving of each such notice, Merchant may advertise, and otherwise notify the public, of the contents of such notice and shall be permitted to post a sign or signs on or about the Parking Area advertising, and otherwise notifying the public, of the contents of such notice. During the period of such waiver and suspended enforcement of, or increased maximum number of hours of, the Parking Time Limit, the City shall cover the signs to be maintained by the City as provided in Subparagraph 13(a) and shall, by signs or other means, inform users of the Parking Area of the waiver and suspended enforcement of, or the increased maximum number of hours of, the Parking Time Limit.

(e) Merchant and the City acknowledge that, from time to time, periodic and temporary use of small portions of the Parking Area for a period of not more than three (3) days by persons representing charitable or civic groups or participating in exhibitions, shows or fairs within Lincoln Square shall be desired by Merchant or the City, and Merchant and the City agree to cooperate for the purpose of designating and establishing the portions of the Parking Area for use by such persons and the periods of such use. Such use shall

not violate the provisions of Paragraphs 3 or 4 of this Agreement.

(f) Any default by the City under the provisions of this Paragraph 13 shall be conclusively presumed to be a default which materially affects the rights of Merchant hereunder.

14. Timpone Agreement.

Merchant and the City acknowledge that parts of the Parking Area are currently used for motor vehicle parking by Timpone and his Permittees. Merchant agrees that the City may enter into, and the City agrees to use its best efforts to enter into, the Timpone Agreement. Merchant acknowledges that the Timpone Agreement may provide (and, if there shall be no Timpone Agreement, the City may require) arrangements and conditions relating to the parking of motor vehicles with respect to the Timpone Spaces which differ from the terms, provisions and conditions of this Agreement. The City shall use its best efforts to enforce the Timpone Agreement and all of the terms and provisions thereof and, in the event of default by Timpone thereunder, shall (subject to Subparagraph 16(b) hereof) exercise the City's rights and remedies thereunder.

15. Jewel Agreement.

Merchant and the City acknowledge that parts of the Parking Area are currently used for motor vehicle parking by Jewel and its Permittees. Merchant agrees that the City may enter into the Jewel Agreement and the City agrees to

use its best efforts to enter into the Jewel Agreement on or before January 1, 1979. Within thirty (30) days of the execution of the Jewel Agreement, the City shall furnish to Merchant an executed copy thereof. The Jewel Agreement shall provide:

(i) that the City shall promptly remove all parking meters from the Jewel Spaces;

(ii) that Jewel shall pay to the City sums to replace revenues heretofore generated by the parking meters located on the Jewel Spaces and sums into the repair reserve fund referred to in Paragraph 7 hereof.

(iii) such other terms, provisions and conditions as the City shall determine (subject, however, to the terms of Paragraph 16 hereof).

The City shall use its best efforts to enforce the Jewel Agreement and all of the terms and provisions thereof and, in the event of default by Jewel thereunder, shall (subject to Subparagraph 16(b) hereof) exercise the City's rights and remedies thereunder.

16. Priority of this Agreement.

(a) Nothing contained in the Jewel Agreement, if any, or in the Timpone Agreement, if any, shall alter, amend, limit, extend, terminate or otherwise modify the rights or obligations of the parties hereunder (except as otherwise provided herein with respect to the Jewel Spaces and the Timpone Spaces).

(b) In the event of default by Jewel under the Jewel Agreement or by Timpone under the Timpone Agreement, the City shall not exercise any remedies provided in the

Jewel Agreement or in the Timpone Agreement, or otherwise available at law or equity, which would alter, amend, limit, extend or terminate the rights of Merchant and its Permittees or the obligations of the City hereunder.

(c) The Jewel Agreement and the Timpone Agreement shall be subject and subordinate to this Agreement (except as otherwise provided herein with respect to the Jewel Spaces and the Timpone Spaces) and to those certain Grants and Agreements hereinafter referred to in Paragraph 17 hereof.

17. Existing Easement Agreements.

Nothing herein contained shall release, waive, alter, amend, terminate or otherwise modify the rights of the parties under that certain Grant and Agreement dated June 28, 1963, from BXL Company to Urbana Central Development Co., recorded June 28, 1963, as Document No. 697947 in Champaign County, Illinois, or that certain Grant and Agreement dated June 28, 1963, from BXL Company to Urbana Lincoln Co., recorded June 28, 1963, as Document No. 697948 in Champaign County, Illinois.

18. No Interference.

The City agrees that it will diligently perform the Initial Work and any subsequent repairs, maintenance, restoration, replacement and other work so as to minimize the interference with parking and vehicular and pedestrian traffic resulting therefrom.

19. Default.

(a) In the event that the City shall be in default hereunder at the time that there is due a Base Payment under Paragraph 5 hereof or a payment to the repair reserve fund under Paragraph 7 hereof and such default materially affects the rights of Merchant hereunder, Merchant (i) upon not less than fifteen (15) days' notice to the City specifying such default, may withhold all or any part of such Base Payment or payment to the repair reserve fund until the fifteenth (15th) day next following the curing of such default, and/or (ii) upon not less than thirty (30) days' notice to the City specifying such default, terminate this Agreement, provided, however, that such notice of termination shall be null and void if, prior to the effective date of such termination, the City shall cure such default. Defaults which materially affect the rights of Merchant hereunder shall include, but shall not be limited to, those defaults specified in Paragraphs 4 and 13 of this Agreement.

(b) In the event that Merchant shall fail to make a Base Payment under Paragraph 5 hereof or a payment to the repair reserve fund under Paragraph 7 hereof hereunder within ten (10) days of the date on which such payment is due hereunder (subject to the provisions of Subparagraph 19(a) above), the City may, upon not less than twenty (20) days' notice to Merchant specifying such default, terminate this Agreement, provided, however, that such notice of termination shall be null and void if, prior to the effective date of such termination, Merchant shall cause the delinquent payment to be made. The termination of this

Agreement shall not terminate or otherwise modify the rights of Merchant under the Grants and Agreements referred to in Paragraph 17 hereof.

20. Other Parking Rights.

Except as otherwise herein provided, the City shall not, without the prior written consent of Merchant, grant any other parking rights, non-exclusive or exclusive, with respect to the Parking Area or any part thereof to any person, firm, corporation or governmental authority or body.

21. Miscellaneous.

(a) The various rights and remedies herein contained and reserved to each of the parties shall not be considered as exclusive of any other right or remedy of such party, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute.

(b) The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision thereof.

(c) The laws of the State of Illinois shall govern the validity, performance and enforcement of this Agreement.

(d) The headings of the several Paragraphs herein are for convenience only and do not define, limit or construe the contents of such Paragraphs.

(e) It is mutually covenanted and agreed by and between the parties hereto that the covenants and agreements herein contained shall be covenants running with the land and that each and all of the covenants, agreements and obligations in this Agreement contained shall extend to, and bind or inure to the benefit of not only the parties hereto and each of them, but each and every one of their successors and assigns. It is further covenanted and agreed that this instrument is not and is not intended to be a lease of the Parking Area and that no leasehold estate is created hereby.

(f) Whenever under this Agreement a provision is made for any declaration, demand or notice of any kind or where it is deemed desirable or necessary by any party to give or serve any declaration, demand or notice to the other, such declaration, demand or notice shall be in writing sent by registered or certified mail with postage prepaid, if to Urbana Central and/or Carson, addressed to them or either of them at One South State Street, Chicago, Illinois 60603, Attn: Real Estate Department, with a copy to Lincoln Square Shopping Center, Urbana, Illinois 61801, Attn: Center Manager; and if to the City, addressed to the City at 400 South Vine Street, Urbana, Illinois 61801, Attn: Director of Public Works.

IN WITNESS WHEREOF, the parties hereto caused this instrument to be executed as of the day and year first above written.

CITY OF URBANA

By Jeffrey T. Mallard Attest _____
Mayor Clerk

CARSON PIRIE SCOTT & COMPANY

By _____ Attest _____
President Secretary

URBANA CENTRAL DEVELOPMENT CO.

By _____ Attest _____
President Secretary

STATE OF ILLINOIS)
)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named _____ and _____ and _____, respectively, of the CITY OF URBANA, an Illinois municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth; and the said _____ then and there acknowledged that said _____, as custodian of the seal of said municipal corporation, caused the seal of said municipal corporation to be affixed to said instrument as said _____ own free and voluntary act and as the free and voluntary act of said municipal corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 1978.

Notary Public

EXHIBIT "B"

Lots 3, 5, 6, 7 and Eisner Tract "A" of the Central Business Addition to the City of Urbana, Illinois, according to the plat thereof recorded as Document 697127 in Plat Book "O", Page 1; and also parts of Broadway Avenue R.O.W. being more particularly described as follows: Commencing at the North R.O.W. Line of Illinois Street, thence North to the South R.O.W. of High Street; the West 25.00 feet thereof and the East 20.00 feet thereof; and also part of High Street R.O.W. being 60.00 feet in width, more particularly described as follows: Commencing at the East Property Line of Eisner Tract "A" of the Central Business Addition; thence West 262.00 feet; and also part of Walnut Street R.O.W., being 50.00 feet in width, commencing from the South Property Line of Eisner Tract "A", thence North to the North R.O.W. of High Street R.O.W.

EXHIBIT C

Site Plan Designation

I. Total Parking Spaces in Parking Area

<u>Location</u>	<u>Number</u>
Lot 10A North (A-1 to A-6)	206*
Lot 10A South (A-7 to A-12)	183
Lot 10B	31
Lot 10E	159
Lot 10F	86
Lot 10X	185
Broadway Avenue; Adjacent to:	
Timpone	5
Eisners/Jewel	<u>3</u>
 TOTAL	 <u>858</u>

*Total number as redesigned pursuant to Exhibit E.

II. Designation of Exempt Users, Area and Spaces

<u>Permanent Exempt Users</u>	<u>Area</u>	<u>Number</u>
City of Urbana	X-5, X-6	40
City of Urbana	E-4	10
U.S. Post Office	A-1, A-2	32
Elderly Housing Project	E-6	16
Regional Planning Commission	A-3	4
Recycling Collection Bins	X-1	4
Individual Rentals	A-1 to A-3; E-1 to E-4	<u>12</u>
 TOTAL PERMANENT USERS		 <u>118</u>

<u>Temporary Exempt Users</u>	<u>Area</u>	<u>Number</u>
Jury Parking, Champaign County	A-1 to A-3	75

TOTAL EXEMPT SPACES: 118 Permanent + One-half (1/2) of 75 Temporary = 156 Exempt Spaces

III. Allocation of Total Parking Spaces

<u>Users</u>	<u>Number</u>	<u>Area</u>
Exempt	156	(See Part II)
Jewel	41	F-2, F-3, Broadway Avenue
Timpone	16	Broadway Ave., E-4
Merchant	<u>645</u>	All spaces other than above
 TOTAL	 <u>858</u>	

EXHIBIT D

Schedule of Initial Work

<u>Item of Work</u>	<u>Schedule</u>
(i) Removal of meters	All meter heads to be removed within thirty (30) days following the date of the final execution of the Agreement and all meter posts to be removed within sixty (60) days of said final execution.
(ii) Resurfacing	All remaining resurfacing of individual parking lots to be completed within two full construction seasons (April to October of any one year) following the said final execution of Agreement.
(iii) Painting	All painting to be completed within seven (7) days of individual resurfacing as described above.
(iv) Planting	All planting, shrubbery and other landscaping to be completed within two (2) full planting seasons (March-April and September-October) following the completion of the individual resurfacing as described above.
(v) Installation of signs	All new required signs shall be installed within ten (10) days following the completion of the resurfacing as described above.