

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 16<sup>th</sup> day of July,  
1979.

  
Ruth S. Brookens  
Ruth S. Brookens, City Clerk

APPROVED by the Mayor this 23<sup>rd</sup> day of July,  
1979.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor



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, 1979, by and between the CITY OF URBANA (hereinafter referred to as the "City"), and YEN CHING, INC., a Delaware Corporation, (hereinafter referred to as "Restaurant").

W I T N E S S E T H:

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 otherwise described as the "Central Business Addition, 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, 1977; 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, Restaurant is the lessee of a restaurant facility located at 401 North Broadway Avenue in the Central Business Addition, Urbana, Illinois; and

WHEREAS, both City and Restaurant 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 a portion of 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) "Parking Area" shall mean and refer to that certain property outlined in red on the site plan attached hereto and hereby made a part hereof as Exhibit A.

(b) "Carson" shall mean and refer to the Carson Pirie Scott & Company, a Delaware corporation.

(c) "Urbana Central" shall mean and refer to Urbana Central Development Corporation, an Illinois corporation.

(d) "Jewel" shall mean and refer to Jewel Companies, Inc., a New York Corporation, Eisner Food Store Division.

(e) "Permittees" shall mean and refer to the officers, agents, patrons, customers, guests, invitees or licensees of such person, firm or corporation.

2. Term.

The initial term of this Agreement shall be for a period of one (1) year commencing on the 1st day of April, 1979, and terminating on the 31st day of March, 1980. This Agreement shall automatically be renewed for subsequent one-year periods beginning on the 1st day of April and terminating on the following 31st day of March unless earlier terminated by either party by serving upon the other party a written notice of its election to terminate, which said notice shall be served at least sixty (60) days prior to the 31st day of March in any such yearly term.

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 the payments provided to be made by Restaurant under this Agreement, the City agrees that it will not impose upon Restaurant 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. Base Payments by Merchant.

In consideration of the covenants and agreements of the City hereunder, Restaurant agrees to pay to the City, as an annual base payment (payable in semi-annual installments as hereinafter provided) the sum of One Thousand One Hundred and Sixty Dollars (\$1,160.00). Such base payment shall be paid in two equal semi-annual installments, payable on the first day of April and the first day of October of each year of this Agreement.

5. 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 agrees specifically:

- (a) To maintain the premises in a clean, presentable 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 reasonable required to maintain the Parking Area in the aforesaid condition.

6. 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.

7. Parking Limitation.

(a) The City agrees that it will prohibit any motor vehicle from being parked on the Parking Area 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 3 hereof.

(b) Restaurant, 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 to amend the Parking Time Limit provided for in subparagraph 9(a) hereof as provided in such notice. In the event that Restaurant 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.

(c) It is further agreed that the City may, at any time and from time to time, temporarily waive and suspend enforcement of the Parking Time Limit for and during the day or days or other period or periods of time that the City may find it necessary or convenient to do so.

(d) Pursuant to the provisions of this subparagraph 7 (d), the Parking Time Limit shall not apply to, and shall not be enforced against, any person who is employed by Restaurant 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. For these purposes, the parties 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 9(d), 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.

8. Other Agreements.

(a) Restaurant and the City acknowledge that parts of the City parking facilities in the Central Business Addition are currently used for motor vehicle parking by both Carson and Urbana Central as well as Jewel and their respective Permittees. Restaurant acknowledges that the City has entered into separate Agreements with Carson and Urbana Central as well as Jewel under terms, provisions or conditions relating to the parking of motor vehicle spaces in the Central Business Addition which differ from the terms, provisions and conditions of this Agreement.

(b) In the event of default by Carson and/or Urbana Central under the Carson and Urbana Central Agreement or by Jewel under the Jewel Agreement, the City shall not exercise any remedies provided in those Agreements, or otherwise available at law or equity, which would alter, amend, limit, extend or terminate the rights of Restaurant and its Permittees or the obligations of the City hereunder.

(c) In the event of default by the City under the Carson and Urbana Central Agreement or under the Jewel Agreement which otherwise results in the termination of either one or both of those Agreements, Restaurant may, upon not less than ten (10) days notice to the City specifying such default and resulting termination, terminate this Agreement.

9. 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

4 hereof and such default materially affects the rights of Restaurant hereunder, Restaurant (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 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 Restaurant hereunder shall include, but shall not be limited to, those defaults specified in paragraph 7 of this Agreement.

(b) In the event that Restaurant shall fail to make a base payment under paragraph 4 hereof within ten (10) days of the date on which such payment is due hereunder (subject to the provision of subparagraph 9(a) above), the City may, upon not less than twenty (20) days notice to Restaurant 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, Restaurant shall cause the delinquent payment to be made. Upon termination, this Agreement shall be considered null and void, in default, and it shall be conclusively presumed that all rights and privileges herein granted Restaurant have reverted to the City.

10. 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 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 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 Restaurant, addressed to it at Yen Ching Restaurant, 401 North Broadway, Urbana, Illinois 61801, and if to the City, addressed to the Director of Public Works at 400 South Vine Street, Urbana, Illinois.

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

CITY OF URBANA, ILLINOIS,

YEN CHING, INC.,

By: Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

By: \_\_\_\_\_  
President

ATTEST:

ATTEST:

\_\_\_\_\_  
Ruth Brookens, City Clerk

\_\_\_\_\_  
Secretary



GREEN

HIGH

RACE

ILLINOIS

FIRST UNITED  
METHODIST  
CHURCH

LINCOLN  
SQUARE

EXHIBIT "A"

CARSON'S

EISNER'S

BROADWAY

ST.

VINE

ST.

