

ORDINANCE NO. 8990-82

AN ORDINANCE  
APPROVING AND AUTHORIZING THE EXECUTION OF  
AN AGREEMENT FOR THE RELEASE OF CERTAIN RIGHTS OF EASEMENT

WHEREAS, it is desirable and in the best interests of the CITY OF URBANA, a municipal corporation of the State of Illinois (the "City"), to enter into an agreement with HPA PARTNERS, f/k/a Oppenheimer HPA Partners, a New York limited partnership, for the release of certain rights of easement upon certain real estate owned by the City; and

WHEREAS, a written copy of such agreement, entitled "An Agreement For The Release Of Certain Rights Of Easement" (the "Agreement"), has been presented to and is now before this meeting.

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

Section 1. That the terms and provisions of the Agreement, in substantially the form thereof now presented to and before this meeting, be and the same are hereby approved.

Section 2. That the Mayor be and the same is hereby authorized and empowered to execute and deliver the Agreement, and the City Clerk be and the same is authorized and empowered to attest to such execution thereof, with such changes therein as are not inconsistent herewith and as may be approved by the officers of the City executing the same, their execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all changes or revisions therein from the form of the Agreement now before this meeting.


Section 3. From and after the effective date of this Ordinance, the proper officials, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute and deliver all such documents as may be necessary to carry out the intent and accomplish the purposes of this Ordinance and the Agreement according to its terms.

Section 4. This Ordinance shall become effective immediately upon its passage and approval as required by law.

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

PASSED by the City Council this 5<sup>th</sup> day of March,  
1990.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk



1990.

APPROVED by the Mayor this 12<sup>th</sup> day of March,

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN  
ORDINANCE NO. 8990-82 AND IS INCORPORATED  
THEREIN BY REFERENCE.

Ruth S. Brookens  
Ruth S. Brookens, City Clerk

Date March 15, 1990



**AN AGREEMENT FOR THE RELEASE  
OF CERTAIN RIGHTS OF EASEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of January, 1990, by and between HPA Partners, f/k/a Oppenheimer HPA Partners, a New York limited partnership ("HPA") and the City of Urbana, Champaign County, Illinois, a municipal corporation of the State of Illinois (the "City"), upon the following:

WHEREAS, HPA Partners is and hereby covenants to be the owner of Jumer's Castle Lodge - Urbana, a property situated at Race and Elm Streets (the "Property") in the City of Urbana, Champaign County, Illinois; and

WHEREAS, the U.S. General Services Administration, Region 5 (the "GSA"), has selected an area located at the southwest corner of Elm and Vine Streets in the City as the site for a new Federal Building and U.S. Courthouse, such area being more particularly described on Exhibit A attached hereto and hereby incorporated by reference (the "Site"); and

WHEREAS, the City is the owner of the Site and the GSA proposes to purchase the Site from the City under such terms and conditions as will convey fee simple title to the Site to the United States of America; and

WHEREAS, the Site is subject to certain rights of easement in favor of the Property and HPA Partners as successors to a Grant and Agreement by BXL Company to Urbana Lincoln Co. dated and recorded June 28, 1963, as Document No. 697948 in Champaign County, Illinois; and

WHEREAS, the proposed sale of the Site will deplete available parking; and

WHEREAS, the City and HPA Partners desire to maintain a level of cooperation between the parties that will enhance value for each in all respects.

NOW, THEREFORE, in consideration of one Dollar (1.00), and mutual covenants and agreements set forth herein, the City and HPA Partners do mutually covenant and agree as follows:

1) Provided the City has duly entered into an Agreement Relative to Parking for Lincoln Square Shopping Center, Urbana, Illinois with Lincoln Square Realty Partners Limited Partnership, in substantially the form of the copy of such agreement attached hereto as Exhibit B (the "Lincoln Square Agreement"), HPA Partners shall, on or before such time as may be mutually agreed upon by the City and the GSA for the transfer and conveyance of fee simple title to the Site by the City to the United States of America,

transfer and deliver to the City any and all documents and instruments as may be reasonably required to effectively release to the City any and all rights as may be contained under a 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, for the benefit of the Property, in and to the Site (the "Release").

Notwithstanding the foregoing, the Release shall not be effective until and unless the sale of the Site to the United States Government is completed.

The Release is made without modifying or releasing any other interests or rights of easement HPA may have pursuant to the documents hereinabove described;

2) The City shall, at its sole cost and expense, cause such modifications, additions and improvements to be made with respect to the availability of parking for Motor Vehicles as are more fully described in Section 3.2 of the Lincoln Square Agreement (the "New Parking");

3) Except as otherwise provided in Section 3.2 (a) of the Lincoln Square Agreement, the New Parking shall be completed prior to the closing of the Site or prior to the date the Site becomes unavailable for parking;

4) The City shall cause HPA to <sup>have</sup> ~~an~~ easement on a) the areas to be made available for replacement parking as a result of restriping and the Credit Thrift area reconfiguration (a minimum of 42 spaces), b) the exempt spaces in the Lincoln Square lot which will now be made available (a minimum of 27 spaces), and c) the Timpone Site (a minimum of 52 spaces), all areas as defined in the Lincoln Square Agreement, under the same terms, conditions and restrictions as those of the existing easement;

5) The City represents and warrants to HPA Partners that it will provide any assistance reasonably necessary and requested to ensure that cars are not parked on the Property which are not customers of the Property, which otherwise would or should be parked in the a) parking areas previously located on the Site or b) New Parking to be constructed as hereinabove set forth.

6) HPA Partners reserves the right to seek compensation from the City in the event that the City shall a) not perform under the terms of this Agreement, or b) not perform under the terms of the Lincoln Square Agreement, or c) an event of default shall be continuing under the terms of the Lincoln Square Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year hereinabove set forth.

CITY OF URBANA, ILLINOIS, a  
municipal corporation,

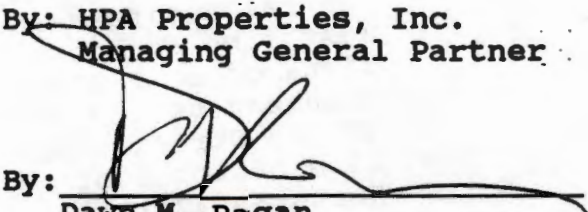
By: \_\_\_\_\_  
Jeffrey T. Markland, Mayor

ATTEST:

\_\_\_\_\_  
Ruth S. Brookens, City Clerk

HPA PARTNERS, a New York limited  
partnership,

By: HPA Properties, Inc.  
Managing General Partner

By:   
Dawn M. Ragan  
Vice President

## EXHIBIT A

Beginning at a 3/8-inch diameter copper pin survey monument set in concrete which replaces an existing iron pipe survey monument found at the Southeast corner of Lot 16 of the Central Business Addition to the City of Urbana, Illinois as recorded in Book "O" on page 1, in the records of the Champaign County Recorder's Office said point of beginning also being on the West right-of-way of Vine Street; thence on a bearing referenced from said Central Business Addition of South 41 degrees (°) 55 minutes (') 00 seconds (") West a distance of 47.18 feet to a 3/8-inch diameter copper survey monument set in concrete on the Northerly right-of-way line of Green Street; thence South 89°00'14" West along the Northerly right-of-way line of said Green Street and the Westerly extension of the Northerly right-of-way line of said Green Street a distance of 263.15 feet to a 3/8-inch diameter copper survey monument set in concrete on the West line of Lot 5 of said Central Business Addition; thence North 00°54'38" West along the West line of Lot 5 of said Central Business Addition and the Northerly extension of the West line of Lot 5 of said Central Business Addition a distance of 280.71 feet to a 3/8-inch diameter copper survey monument set in concrete on the Southerly right-of-way line of Elm Street, said right-of-way line also being the North line of Lot 5 of said Central Business Addition; thence North 88°42'16" East along the Southerly right-of-way line of said Elm Street, said line also being the North line of said Lot 5 a distance of 13.55 feet to a 3/8-inch diameter copper survey monument set in concrete; thence South 86°41'19" East along the Southerly right-of-way line of said Elm Street, said line also being the North line of said Lot 5 a distance of 188.36 feet to a 3/8-inch diameter copper survey monument set in concrete; thence North 88°40'04" East along the Southerly right-of-way line of said Elm Street, said line also being the North line of said Lot 5 a distance of 30.02 feet to a 3/8-inch diameter copper survey monument set in concrete; thence South 72°25'07" East along the Southerly right-of-way line of said Elm Street, said line also being the North line of said Lot 5 a distance of 27.49 feet to a 3/8-inch diameter copper survey monument set in concrete; thence South 39°45'53" East along the Southerly right-of-way line of said Elm Street, said line also being the Northerly line of said Lot 5 a distance of 49.64 feet to a 3/8-inch diameter copper survey monument set in concrete; thence South 15°09'42" East along the Westerly right-of-way line of said Vine Street, said line also being the East line of said Lot 5 a distance of 24.69 feet to a 3/8-inch diameter copper survey monument set in concrete on the Westerly right-of-way line of Vine Street; thence South 01°05'41" East along the Westerly right-of-way line of said Vine Street said line also being the East line of said Lot 5 a distance of 160.85 feet to the point of beginning, said tract containing 1.80 acres (78,265.87 square feet) more or less, all situated in Champaign County, Illinois.