

ORDINANCE NO. 8990-86

AN ORDINANCE
APPROVING AND AUTHORIZING THE EXERCISE OF
A CERTAIN REAL ESTATE OPTION AND CONTRACT

WHEREAS, the CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS (the "City") desires to acquire certain real estate generally located in the block bounded by Illinois Street, Vine Street, California Avenue and Broadway Avenue in the City for the purpose of constructing and installing certain municipal parking areas; and

WHEREAS, a Real Estate Option and Contract, dated December 5, 1989 (the "Real Estate Option and Contract") by and between the City, as the Optionee/Purchaser, and CPS REALTY PARTNERSHIP, an Illinois general partnership, including its successors and assigns according to their respective interests, as the Optionor/Seller, to purchase such real estate, as more specifically described therein, 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. The Real Estate Option and Contract, in the form of the Real Estate Option and Contract presented to and now before this meeting, be and the same is hereby approved.

Section 2. All actions of the officials, employees and agents of the City heretofore taken in connection with said Real Estate Option and Contract be and the same are hereby ratified and approved.

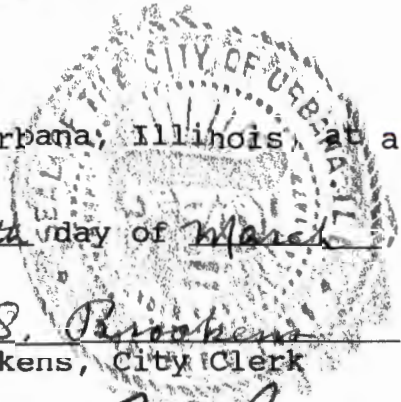
Section 3. The Mayor of the City be and the same is hereby authorized to exercise the Option by providing notice in writing to the Optionor/Seller within the Option Period as provided in the Real Estate Option and Contract.

Section 4. 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 complete the purchase of such real estate and to carry out the intent and accomplish the purposes of this Ordinance and the Real Estate Option and Contract in accordance with its terms.

Section 5. 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.



1990. PASSED by the City Council this 5th day of March

Ruth S. Brookens
Ruth S. Brookens, City Clerk

1990. APPROVED by the Mayor this 12th day of March,

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8990-86 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

March 16, 1990
Date



REAL ESTATE OPTION AND CONTRACT

This Real Estate Option and Contract (the "Contract") is made as of the date of the last to execute of the parties hereto (the "Effective Date") by and between the City of Urbana, an Illinois municipal corporation (the "Optionee/Purchaser") and CPS Realty Partnership, an Illinois general partnership (the "Optionor/Seller").

W I T N E S S E T H:

WHEREAS, Optionor/Seller is the owner of certain real estate as later more specifically described in this Contract; and

WHEREAS, the Optionee/Purchaser desires to obtain an option to purchase said real estate on such terms and conditions as are provided for herein.

NOW, THEREFORE, in consideration of the representations, promises, covenants, agreements and undertakings set forth in this Contract, the Optionor/Seller and the Optionee/Purchaser hereby agree as follows:

Section 1. Grant of Option. Optionor/Seller, in consideration of One Thousand Dollars (\$1,000.00) paid by Optionee/Purchaser to Optionor/Seller (the "Option Fee"), receipt of which is acknowledged by Optionor/Seller, grants to Optionee/Purchaser the exclusive right and option to purchase, on such terms and conditions as are further more specifically set forth in this Contract, (the "Option"), the real estate, together with all improvements and appurtenances, situated in the City of Urbana, Champaign County, Illinois, more particularly described in Exhibit A attached hereto and hereby incorporated by reference (the "Real Estate").

Section 2. Option Period. The term of this Option shall be for a period of 120 days, commencing as of the Effective Date and continuing until 12:00 o'clock p.m. on such date as occurs 120 days from and after the Effective Date (the "Option Period").

Section 3. Purchase Price. Optionee/Purchaser agrees to pay to Optionor/Seller the total sum of Three Hundred Ninety-Four Thousand Three Hundred Twenty-Eight Dollars (\$394,328.00), which amount, adjusted by prorations and credits allowed the parties by this Contract, shall be paid to Optionor/Seller by cashier's or certified check at closing if Optionee/Purchaser elects to exercise this Option. Any Option Fee paid by the Optionee/Purchaser to the Optionor/Seller as herein provided shall apply to the payment of the purchase price in the event Optionee/Purchaser exercises the Option in accordance with and pursuant to this Contract.

Section 4. Special Covenants.

(a) During the Option Period, as described in Section 2 hereof, the Optionor/Seller shall not permit or allow or create any leases, liens, mortgages, clouds on title or other encumbrances, other than those existing as of the Effective Date, or as the Optionee/Purchaser shall in writing consent to, to affect or exist with respect to the Real Estate. The Optionor/Seller hereby covenants that the persons executing this Contract are the owners of record of the Real Estate, and that there are no such record owners other than those executing this Contract.

(b) Optionor/Seller expressly warrants that Optionor/Seller has received no notice from any city, village or other governmental authority of a current dwelling code or other ordinance violation or pending rezoning, reassessment, or special assessment proceeding affecting the Real Estate. Optionor/Seller further warrants that no contracts for the furnishing of any labor or material to the Real Estate or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the Real Estate or any improvements thereon as fixtures, will at the time of closing be outstanding and not fully performed and satisfied, and further warrants that there will not at the time of the closing be any unrecorded leases or contracts relating to the Real Estate. Optionor/Seller discloses and Optionee/Purchaser acknowledges, however, that the Real Estate is subject to a right of first refusal previously granted by Optionor/Seller (the "Right of First Refusal") to Lincoln Square Realty Partners Limited Partnership, a Delaware Limited Partnership (the "Lincoln Square Partnership"), and that the Option herein granted by Optionor/Seller is granted subject to the rights of the Lincoln Square Partnership under the terms of the Right of First Refusal. If Optionee/Purchaser exercises its option hereunder, Lincoln Square Partnership has the right of first refusal to purchase upon the same terms and conditions. If Lincoln Square Partnership exercises its right, this contract shall become null and void, notwithstanding Optionee/Purchaser's exercise of its option, and Optionor/Seller shall have no further liability hereunder except to refund the Option Fee as provided in Section 6 hereof.

Section 5. Quality of Title. Optionor/Seller acknowledges that as of the Effective Date, the Optionee/Purchaser is not aware of the nature of any encumbrances on the Optionor/Seller's title to the Real Estate. Therefore, if within thirty (30) days of the Effective Date, the Optionee/Purchaser finds any encumbrance on such title that would foreclose the use of the Real Estate by Optionee/Purchaser for its intended purpose, which the Optionor/Seller, upon notice thereof by the Optionee/Purchaser, is unable to remove or cure within a reasonable time, then the Optionee/Purchaser shall not be obligated to pay any Option Fee, and any Option Fee paid shall be reimbursed. Within a period of not greater than seven (7) days from and after the Effective Date, Optionor/Seller shall provide Optionee/Purchaser with leases affecting the Real Estate, abstracts of title, title opinions, title insurance policies and commitments, and the like, or copies thereof, including the Right of First Refusal, available to Optionor/Seller in connection with evaluating title to the Real Estate. The Optionor/Seller shall provide the Optionee/Purchaser with a written narrative of any oral leases affecting the Real Estate.

Section 6. Evidence of Title. In the event that Optionee/Purchaser elects to exercise this Option, Optionor/Seller shall, within a reasonable time, deliver to Optionee/Purchaser, as evidence of Optionor/Seller's title, a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the Real Estate is located, committing the company to issue a policy in the usual form insuring title to the Real Estate in Optionee/Purchaser's name for the amount of the purchase price. Optionor/Seller shall be responsible for payment of the owner's premium and Optionor/Seller's search charges. Permissible exceptions to title shall include only the lien of general taxes and special assessments; zoning laws and building ordinances; easements, apparent or of record, which do not underlie the improvements; covenants and restrictions of record which are not violated by the existing improvements or the present use of the Real Estate and which do not restrict reasonable use of the Real Estate; title exceptions acknowledged under Section 4 above; existing mortgages to be paid by Optionor/Seller or assumed by Optionee/Purchaser at closing; and limitations and conditions imposed by the Illinois Condominium Property Act. If title evidence

discloses exceptions other than those permitted, Optionee/Purchaser shall give written notice of such exceptions to Optionor/Seller within a reasonable time. Optionor/Seller shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Optionor/Seller is unable to cure such exception, including the Right of First Refusal, then Optionee/Purchaser shall have the right to terminate this Contract in which case Optionee/Purchaser shall be entitled to a refund of the Option Fee.

Section 7. Deed of Conveyance. Conveyance of the Real Estate by Optionor/Seller to Optionee/Purchaser, or its assigns, shall be by a recordable warranty deed which conveys the Real Estate in fee simple absolute, subject only to exceptions permitted in Section 6 hereof.

Section 8. Condition of Real Estate. Optionee/Purchaser acknowledges having inspected the Real Estate and improvements thereon and being acquainted with the condition thereof, and Optionee/Purchaser accepts the same in AS-IS condition.

Section 9. Taxes and Assessments. Real estate taxes apportioned up to the date of possession shall be Optionor/Seller's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer tax and all special assessments which are a lien upon the Real Estate as of the date of this Contract shall be Optionor/Seller's expense except for municipal transfer taxes, if any, which shall be Optionee/Purchaser's responsibility. All such taxes and special assessments shall constitute a credit to Optionee/Purchaser against the purchase price, and shall release Optionor/Seller from any further liability to Optionee/Purchaser in connection therewith.

Section 10. [This Section 10 is intentionally left blank.]

Section 11. Exercise of Option and Closing. The Option herein provided to the Optionee/Purchaser shall be exercised and the closing of this transaction shall occur either by the fact of concluding the purchase and taking possession within the Option Period or by notice in writing to the Optionor/Seller within the Option Period and with the fact of concluding the purchase and taking possession on a date forty-five (45) days after the date of the notice exercising the Option, provided Lincoln Square Partnership does not exercise the Right of First Refusal, through an escrow at the Champaign County office of Chicago Title Insurance Company.

Section 12. Further Conditions Precedent. In the event that the Optionee/Purchaser shall exercise the Option as provided in Section 11 hereof, the Optionee/Purchaser and the Optionor/Seller mutually covenant and agree to perform and accomplish each of the following at or prior to the time of closing as specified in Section 11 hereof:

(a) Optionee/Purchaser shall enter into a separate parking agreement (the "Parking Agreement") with Optionor/Seller wherein Optionee/Purchaser shall agree to lease up to a maximum of fifty (50) parking spaces (the "Parking Spaces") on a monthly basis to Optionor/Seller at such monthly rate or rates as may, from time to time, be in effect as the standard monthly parking space rental rate or rates. The Parking Agreement shall provide that such Parking Spaces shall be located either in the area bounded by Illinois Street to the north, Vine Street to the east, California Avenue to the south and Broadway Avenue to the west, or in the area bounded by Elm Street to the north, Urbana Street to the east, Illinois Street to the south, and Vine Street to the west, both such areas being in the

City of Urbana, Champaign County, Illinois. The Parking Agreement shall be for such term as is equal to the term of Optionor/Seller's current lease with the Lincoln Realty Partnership dated January 23, 1987, with respect to a portion of the Lincoln Square Shopping Plaza, Urbana, Illinois, or any extension of such term as therein provided. In the event that Optionor/Seller shall at any time during the term of the Parking Agreement elect to lease on a monthly basis less than the maximum number of Parking Spaces, Optionee/Purchaser shall retain the right to lease such spaces to any other party on a monthly basis.

(b) Optionor/Seller shall enter into such separate written amendments with, and provide such separate written consents to, the Lincoln Square Partnership so as to enable the Lincoln Square Partnership to release to Optionee/Purchaser two (2) easements, each for a term of 99 years commencing June 28, 1963, for the benefit of Lot 1 and Lot 10 of the Central Business Addition, Urbana, Illinois upon, under, over and across such portion of Lot 5 as is more particularly described in Exhibit B attached hereto and hereby incorporated by reference, of the Central Business Addition, Urbana, Illinois, as granted by instruments recorded June 28, 1963, in Book 729 at page 628 as Document No. 697947 and at page 632 as Document No. 697948. Such separate written amendments and consents shall be in the form of a First Amendment To Shopping Center Lease And Consent and a First Amendment To Mortgage And Consent, copies of which are attached hereto as Exhibits C and D and hereby incorporated by reference, or in such other written form as may be mutually acceptable to Optionee/Purchaser, Optionor/Seller and the Lincoln Square Partnership for such purposes.

Section 13. Notices. Notice of an election to exercise this Option shall be made by Optionee/Purchaser addressed to Optionor/Seller as follows:

All notices provided for herein shall be deemed to have been duly given, if and when deposited in the U.S. mail, postage prepaid, by certified mail, return receipt requested and addressed to the Optionor/Seller at the above listed address, or when delivered personally to such party.

Section 14. Failure to Exercise Option. If Optionee/Purchaser does not exercise this Option in accordance with its terms and within the Option Period, this Option and the rights of Optionee/Purchaser shall automatically and immediately terminate without notice. In the event Optionee/Purchaser fails to exercise this Option as herein provided, Optionor/Seller may retain any Option Fee paid as consideration for this Option.

Section 15. Real Estate Fees or Commissions. No real estate fees or commissions shall be incurred by either party in connection with this Contract. Optionee/Purchaser warrants that it has not dealt with any brokers in connection with this transaction.

Section 16. Memorandum of Contract. The Optionee/Purchaser shall not have the right to record this contract or any memorandum thereof.

Section 17. Default and Enforcement. Default under this Contract shall mean failure to timely and fully perform with respect to any term or provision hereof. The Optionor/Seller and the Optionee/Purchaser shall have all rights and remedies available to them in law and in equity. No failure by the Optionor/Seller or the Optionee/Purchaser to elect to declare a default hereunder shall be deemed a waiver of their respective rights to make such election, and a waiver in one case

shall not be a waiver of another. Default by the Optionor/Seller or the Optionee/Purchaser shall entitle the nondefaulting party to claim as damages all reasonable costs, attorney's fees and expenses incurred in connection with enforcement of this Contract, whether by suit or otherwise.

Section 18. Agreements and Binding Effect. This Contract shall be binding upon the Optionor/Seller and the Optionee/Purchaser, and their respective successors and assigns, according to its tenor and import. When any term or provision of this Contract directs that any party hereto perform or undertake a particular action, such party hereby covenants and agrees to timely and fully perform. Time is of the essence of this Contract.

Section 19. Amendments. This Contract may be amended from time to time, but only in writing by the Optionor/Seller and of the Optionee/Purchaser.

Section 20. Execution and Counterparts. This Contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. By executing this Contract, the persons executing it as Optionor/Seller covenant that they are the record owners of the Real Estate, and all of the record owners thereof, and have full power and authority to so execute and deliver this Contract.

Section 21. Land Trust. Chicago Title & Trust Company as Trustee under Trust No. 1085800 holds title to the Real Estate. Optionor/Seller is the beneficiary of such trust and agrees, as beneficiary, to cause the Trustee to do everything necessary to comply with this Contract.

When executed by only the Optionee/Purchaser, this Contract shall constitute an offer which shall expire and any Option fee shall be returned, unless this offer is accepted by Optionor/Seller by execution of this Contract on or before _____, 198__, at ____ o'clock __.m.

This Contract is made as of the date of the last to execute of the parties hereto.

Optionor/Seller:

Earl E. Cunian *per*

Optionee/Purchaser: CITY OF URBANA by

James K. Helder

Dated: 12/5/89

Dated: 11/23/89

Exhibit A

LEGAL DESCRIPTION

A tract of land located in the Southwest Quarter of the Northeast Quarter of Section 17, Township 19 North, Range 9 East of the Third Principal Meridian, more properly described as follows:

All of Lots 1 and 4 of Beck's Addition to the City of Urbana, and all of Lots 1, 2, 3, 5 and 6 of Myers and Besores Addition to the City of Urbana, together with that portion of vacated public right-of-ways adjacent to and conveyed to said lots, located in Champaign County, Illinois.

[Any corrections in legal description to be made and agreed upon by the parties to this contract prior to exercising this option.]

SURVEYOR'S REPORT

EDWARD L. CLANCY, A ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2207 AND VICE-PRESIDENT PERNS, CLANCY AND ASSOCIATES, P.C., DO HEREBY STATE THAT AT THE REQUEST OF AND FOR EXCLUSIVE BENEFIT OF ARCHITECTURAL SPECTRUM, I HAVE PREPARED A BOUNDARY RE-SURVEY OF LOT 16 AND A PART OF LOT 5 OF THE CENTRAL BUSINESS ADDITION OF THE CITY OF URBANA BEING A PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN URBANA, CHAMPAIGN COUNTY, ILLINOIS AS RECORDED IN BOOK "O" AT PAGE 1 IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDERS OFFICE, URBANA, CHAMPAIGN COUNTY, ILLINOIS, THE PERIMETER OF THE COMBINED TRACT BEING MORE PARTICULARLY DESCRIBED AS A RESULT OF THE PRESENT RE-SURVEY AS FOLLOWS:

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, ALL AS SHOWN ON THE ACCOMPANYING PLAT OF RE-SURVEY, SAID TRACT CONTAINING 1.80 ACRES (78,265.87 SQUARE FEET) MORE OR LESS ALL SITUATED IN CHAMPAIGN COUNTY, ILLINOIS

FIRST AMENDMENT TO SHOPPING CENTER LEASE
AND CONSENT

This is an amendment to a Lease wherein CPS Realty Partnership, an Illinois General Partnership, is the Tenant (hereinafter referred to as "Tenant") and wherein Lincoln Square Realty Partners Limited Partnership, a Delaware Limited Partnership, is the Landlord (hereinafter referred to as "Landlord"). The Lease was entered into on January 23, 1987, and relates to Lincoln Square Shopping Center and is for a store having approximately 121,000 net rentable square feet of space (herein referred to as "Lease"). This amendment and consent is as follows:

WHEREAS, the Lease addresses the issue of available parking for tenants of Lincoln Square;

WHEREAS, the City of Urbana, ("City"), as owner of the parking lot area surrounding Lincoln Square, proposes to sell a portion of the parking lot to the United States Government for use as a Federal Courthouse and office building;

WHEREAS, Landlord owns an easement over the lot in question, reflected in a certain Grant and Agreement dated June 28, 1963, which is recorded with the Champaign County Recorder as document number 697947, for purposes of restricting the use of that lot to ground level parking; and

WHEREAS, Landlord, as owner of Lot 10 in the Central Business Addition, owns a part of an easement over the lot in question reflected in a certain Grant and Agreement dated June 28, 1963, which is recorded with the Champaign County Recorder as document number 697948, for purposes of restricting the use of that lot to ground level parking; and

WHEREAS, the City of Urbana has proposed an alternative plan of parking.

NOW THEREFORE, the parties to the Lease agree as follows:

1. Landlord may release its parking easements on the portion of the parking lot north of the curb on the north side of the east entrance drive and east of the Lincoln Square property line ("Lot 10A North") as more particularly shown in Exhibit "A", thereby deleting that area from the definition under the Lease as "Common Area." A legal description of the area shown in Exhibit "A" is attached hereto as Exhibit "B". Tenant hereby consents to Landlord releasing this portion of the easements, and consents to the construction of a building thereon, provided the provisions in Paragraph 2, below, are fulfilled, or are agreed by the City of Urbana to be fulfilled within the time limits stated. This release of easements and the change in location of parking spaces does not constitute a default under the Lease.

2. Lot 10A North will not be closed any earlier than July 1, 1990. The changes referred to in this Subparagraph will be completed by July 1, 1990 or by the time of the closing to the public of any of Lot 10A North, whichever may occur later. This date shall be referred to as the "Date of Change." This constitutes an amendment to the Lease and consent of Tenant to allow such amendment to the Common Area, so long as:

- a. The City shall at all times provide that not less than 618 spaces are available and dedicated for Lincoln Square customers and employee parking, as shown in the area outlined in red on Exhibit "C", such outlines not affecting any right Landlord may have under the Lease to alter the Common areas; this will be accomplished by (a) re-striping the lot and re-organizing the location of spaces, (b) opening of the parking area adjacent to Credit Thrift, and (c) closing High Street between Yen Ching and the Center to create additional spaces;
- b. The City, at its expense, re-designs the parking area surrounding and including Yen Ching and the area most directly around the South entrance to Lincoln Square;
- c. The City will immediately attempt to acquire the Yen Ching building through a voluntary sale at a reasonable price. If that is not completed by February 1, 1990, then the City will initiate condemnation action no later than February 1, 1990 and will proceed expeditiously thereafter to acquire it via eminent domain. As quickly as is reasonable, the property will be obtained, demolished and improved as a parking lot. Immediately subsequent to the purchase, easements for ground level parking similar to those easements which are on the Federal Courthouse tract will be placed on the Yen Ching tract. Such easements shall be in favor of both the owners of Jumer's Castle Lodge and Landlord. Those portions of High Street and Broadway Avenue adjacent to the Yen Ching site, which are incorporated in the final parking plan, also will be included in the easements referenced in this subparagraph, or in the parking agreement referenced in paragraph 6 below;
- d. The City, at its expense, shall move the recycling area from its current location on or prior to the Date of Change. If the recycling

- area is moved to a site within the 9 square block area of Lincoln Square, then it must be limited to the section of the parking lot immediately adjacent to Race Street in the Southwest sector of the parking area;
- e. By the Date of Change, the City will provide 110 parking spaces east of Vine Street that are visible to the mall and available for shoppers on evenings and weekends. Locations which would satisfy this requirement are those locations which are encircled in green on the enclosed Exhibit "D";
 - f. By the Date of Change, the City shall provide 75 parking spaces for jurors located off the nine-block area;
 - g. By the Date of Change, 22 parking spaces along what is now Bennett Street, will be made available; or a similar number of spaces at an alternate location shall be made available, if, for some reason, the City is unable to acquire a small strip of needed land from the County;
 - h. The City shall, upon execution of this Agreement, undertake the analysis of overall downtown parking needs and locations and, no later than December 31, 1989, the City will either begin the design of an additional level or levels on the parking deck, or initiate action to acquire land for additional surface parking providing at least 90 spaces, which would be in operation on or before the date the Courthouse opens and which would be available to Lincoln Square customers, at no cost, during weekends and evenings, and in either case shall proceed expeditiously;
 - i. By the Date of Change, the City shall arrange to move all spaces allocated for the Church from spaces which are directly adjacent to Lincoln Square; and
 - j. By the Date of Change, the City shall implement a no parking program in the lots that are totally "merchant" spaces from a period of 3 a.m. to 9:30 a.m.

3. By this First Amendment, Landlord and Tenant agree that, if the conditions above are met, the parking requirements under the Lease will be satisfied, and Tenant confirms that it retains no interest in the parking agreement except as a tenant, which agreement was originally entered into on April 1, 1978.

4. Landlord represents and warrants that the City has provided no inducements or incentives to Landlord in exchange for consenting to the Courthouse development and release of the easements other than the construction of the parking referred to above. In conjunction with this construction Agreement, and in conjunction with the re-organization of the parking, there will be no payments from Landlord to the City and no payments from the City to Landlord. If inducements or incentives relating to the Courthouse construction and parking re-organization become available to Landlord, then Landlord shall share such with Tenant, with Tenant receiving 43% of such inducements. Incentives and inducements do not include such programs as the sidewalk beautification program, the facade program or parking agreements between the parties hereto.

5. There is no anticipated reduction of maintenance charges from the City to Landlord since there will continue to be, under this Agreement, a minimum of 618 spaces available to the customers and employees of Lincoln Square. If, however, there should be some reduction in the maintenance charges to Landlord, based upon the construction of the Courthouse or this reorganization of parking spaces, then Tenant shall share in those savings to the extent of 43% of the savings, as a reduction to its common area maintenance contribution. ~~Should there be an increase in those costs, then the Tenant shall share in that increase to the extent of 43%.~~

6. This Agreement is contingent upon the City executing an agreement relative to parking in Lincoln Square Shopping Center, wherein the City undertakes and agrees to complete the obligations of the City referred to in this Agreement.

7. Any alteration, location or relocation of parking spaces pursuant to this First Amendment shall not constitute a default under the Lease.

8. By this First Amendment, Landlord and Tenant agree that the providing for at least 618 parking spaces for Lincoln Square customers and employees has fulfilled and will continue to fulfill the parking space requirement of Paragraph 18(j)(i) of the Lease.

9. By this First Amendment, Landlord and Tenant agree that the designation of a reasonable portion of Lincoln Square parking as employee parking on the 9-block site, and as part of the 618

spaces, has not and shall not constitute an event of default under the Lease. The provision in Paragraph 18(j)(2) of the Lease requiring Landlord to provide parking spaces for employees if the Tenant's lot to the south of Illinois Street is sold, is deleted.

IN WITNESS WHEREOF, the parties have respectively signed and sealed this Amendment to Shopping Center Lease and Consent this _____ day of September, 1989.

LANDLORD:

LINCOLN SQUARE REALTY PARTNERS
LIMITED PARTNERSHIP, a Delaware
Limited Partnership,

By: GUARDIAN PROPERTIES, LTD.,
a Delaware Corporation, as
Managing Partner,

By: _____

TENANT:

CPS REALTY PARTNERSHIP, an
Illinois General Partnership,

By: CARSON PIRIE SCOTT &
CO., a Delaware Corporation,
as Managing Partner,

By: _____

ELM ST.

JUMERS

POST OFFICE

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4-H

15-R

GREEN ST.

LINCOLN SQUARE

METHODIST CHURCH

CREDIT THRIET

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14

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2-H

17-R

3-H

16-R

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RACE ST.

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18-R

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21-R

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21-R

1-H

22-R

HOWARD APTS.

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YEN

5-R

CHING

8-R 1-H

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DIANA'S

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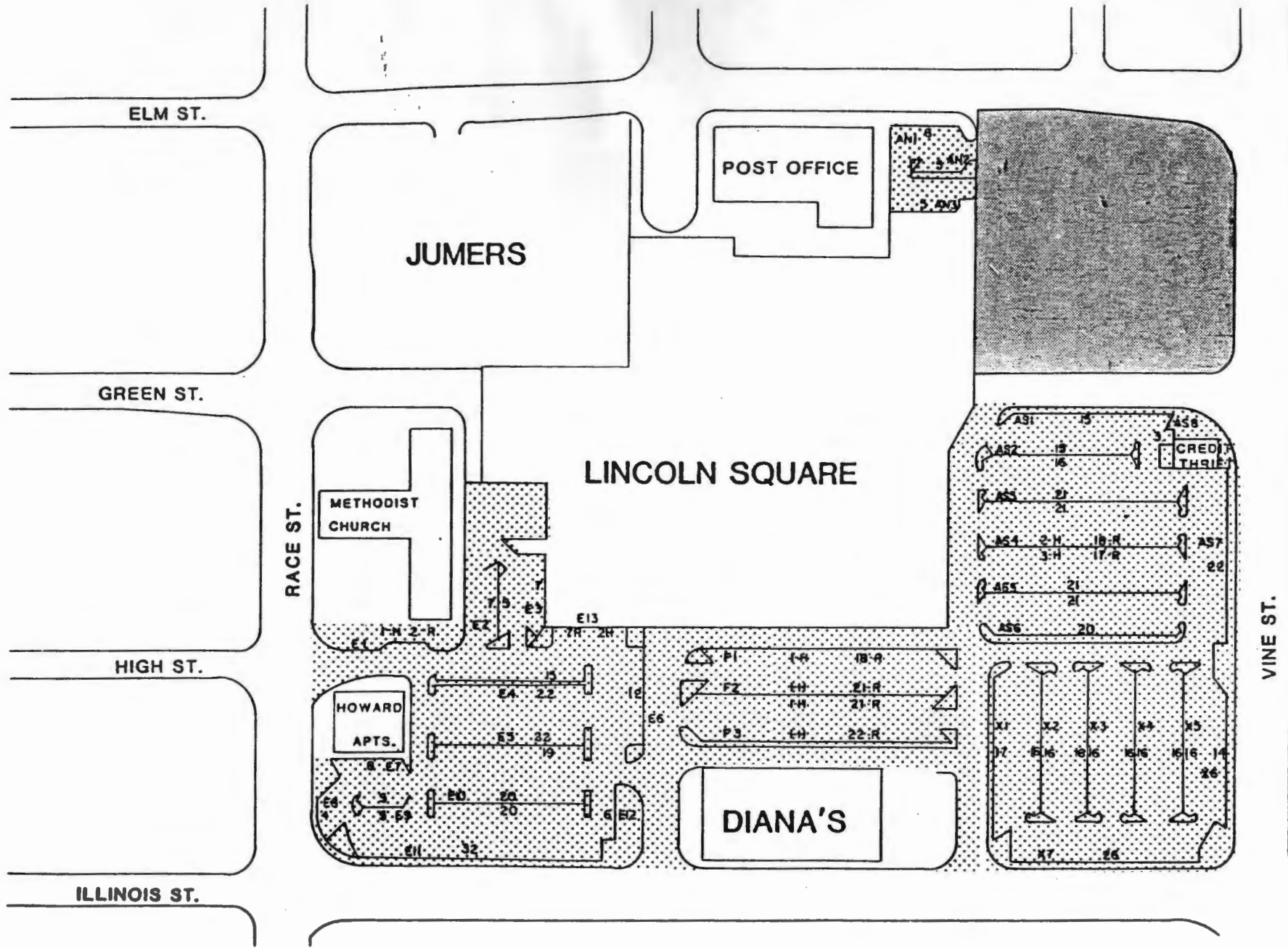
VINE ST.

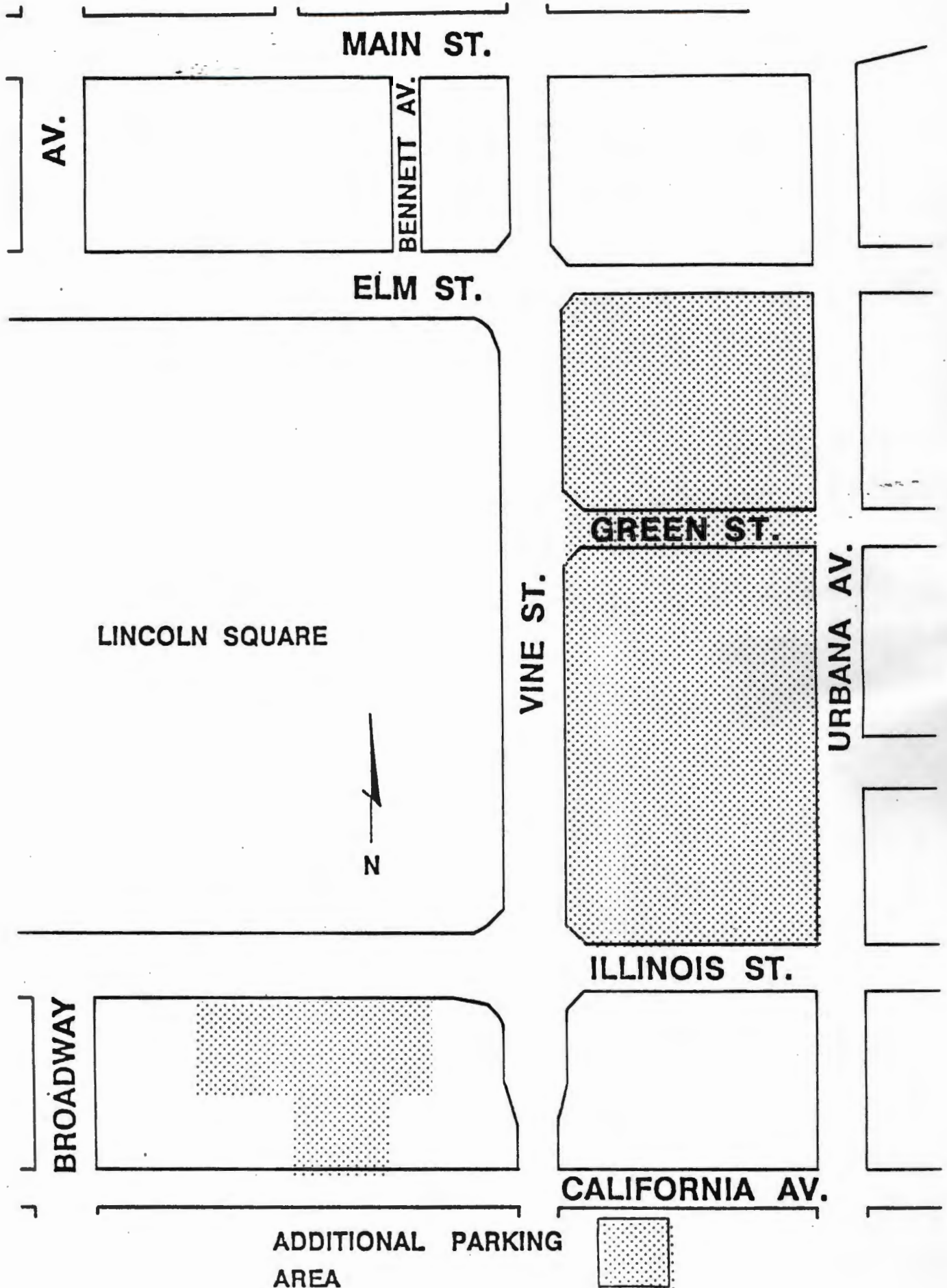
ILLINOIS ST.

SURVEYOR'S REPORT

EDWARD L. CLANCY, A ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2207 AND VICE-PRESIDENT BERNS, CLANCY AND ASSOCIATES, P.C., DO HEREBY STATE THAT AT THE REQUEST OF AND FOR THE EXCLUSIVE BENEFIT OF ARCHITECTURAL SPECTRUM, I HAVE PREPARED A BOUNDARY RE-SURVEY OF LOT 16 AND A PART OF LOT 5 OF THE CENTRAL BUSINESS ADDITION OF THE CITY OF URBANA BEING A PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN URBANA, CHAMPAIGN COUNTY, ILLINOIS AS RECORDED IN BOOK "0" AT PAGE 1 IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDERS OFFICE, URBANA, CHAMPAIGN COUNTY, ILLINOIS, THE PERIMETER OF THE COMBINED TRACT BEING MORE PARTICULARLY DESCRIBED AS A RESULT OF THE PRESENT RE-SURVEY AS FOLLOWS:

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 "0" 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, ALL AS SHOWN ON THE ACCOMPANYING PLAT OF RE-SURVEY. SAID TRACT CONTAINING 1.00 ACRES 170 255 07





FIRST AMENDMENT TO MORTGAGE AND CONSENT

THIS IS AN AMENDMENT to the Mortgage wherein Lincoln Square Realty Partners Limited Partnership, a Delaware limited partnership ("Mortgagor"), and CPS Realty Partnership, an Illinois general partnership ("Mortgagee"), which Mortgage is on the tracts of land described in Exhibit A, which Mortgage was recorded on February 13, 1987 in the books of the Champaign County Recorder as Document No. 87 R 3298 in Book 1505 on Page 710.

The parties are, on this date, entering into this Amendment and also a First Amendment to Shopping Center Lease and Consent which, among other things, allows agreements with the City of Urbana regarding the additional construction on adjacent property to that described in Exhibit A.

The parties agree:

1. That there is good and valuable consideration for this Amendment and Consent, including but not limited to \$10 in-hand paid by the Mortgagor to the Mortgagee; and the parties recognize that it is adequate consideration to support this Amendment and Consent;

2. That all of the terms, including but not limited to amendments, releases, transfers and agreements described in the First Amendment to Shopping Center Lease and Consent between CPS Realty Partnership, an Illinois general partnership as Tenant and Lincoln Square Realty Partners Limited Partnership, a Delaware limited partnership, as Landlord dated this same date, and attached hereto as Exhibit B, are hereby approved by the Mortgagee herein and by this Agreement, the changes thereby to the property described in Exhibit A and the adjacent property are hereby approved; and the amendments, releases, transfers and agreements, including but not limited to the release of the parking easement over the area therein described, do not violate and are not a default under the Mortgage referred to herein allowing construction on the area on which the easement has been released. The change in location of spaces in the parking area is not a default under the Mortgage. Similarly, changes to the parking or in the parking agreement agreed to by Mortgagee as Tenant shall be satisfactory to act as an amendment under the above referred Mortgage.

3. To delete paragraph 3.09 from the Mortgage described above;

4. That this First Amendment to Mortgage and Consent is contingent upon the execution by the parties of the First

Amendment to Shopping Center Lease and Consent attached as Exhibit B.

IN WITNESS THEREOF, the parties have respectively signed and sealed this First Amendment to Mortgage and Consent this _____ day of September, 1989.

MORTGAGOR:

LINCOLN SQUARE REALTY PARTNERS
LIMITED PARTNERSHIP, a Delaware
limited partnership,

By: GUARDIAN PROPERTIES, LTD.,
a Delaware corporation, as
Managing Partner,

By: _____

MORTGAGEE:

CPS REALTY PARTNERSHIP, an
Illinois general partnership,

By: _____

By: _____

EXHIBIT A

Parcel 1

Lots 1, 9, 16 and 18 of Central Business Addition, Urbana, Illinois, according to the Plat thereof recorded June 11, 1963 in the Recorder's Office of Champaign County, Illinois, as Document No. 697127 in Book "O" of Plats at Page 1.

Parcel 2:

Easement for the benefit of Lot 1 of Parcel 1, designated as the "Dominant Tract" over and across Lots 4, 5, 6, 7 and 8 in Central Business Addition designated as the Servient Estate as granted by instrument recorded June 28, 1963 as Document No. 697947.

Parcel 3

All of Lot 10 and the following described portions of Lot 2 of Central Business Addition, Urbana, Champaign County, Illinois, as per plat recorded in Plat Book "O", page 1 of Records of Champaign County, Illinois:

Beginning at the Northeasterly corner of Lot 2 of the Central Business Addition, Urbana, Champaign County, Illinois, thence southerly along the easterly line of the said Lot 2, a distance of 49.01 feet to the southeasterly corner of said Lot 2; thence westerly along the southerly line of the said Lot 2, a distance of 5.64 feet to the exterior face of a brick building wall for the old Urbana Lincoln Hotel; thence northerly along the exterior face of the brick building wall for the old Urbana Lincoln Hotel, a distance of 41.55 feet to the northeasterly corner of the old Urbana Lincoln Hotel; thence westerly along the exterior face of a brick building wall of the old Urbana Lincoln Hotel, a distance of 4.08 feet; thence northerly along the exterior face of a brick building wall for the old Urbana Lincoln Hotel, a distance of 0.71 feet; thence westerly along the exterior face of a brick building wall for the old Urbana Lincoln Hotel, a distance of 14.34 feet; thence southerly along the exterior face of brick building wall for the old Urbana Lincoln Hotel, a distance of 0.72 feet; thence westerly along the exterior face of a brick building wall for the old Urbana Lincoln Hotel, a distance of 4.09 feet; thence southerly along the exterior face of a brick building wall for the old Urbana Lincoln Hotel, a distance of 1.62 feet; thence westerly along the exterior face of a brick building wall for the old Urbana Lincoln Hotel, a distance of 10.85 feet to a point which is 39.00 feet west of the east line of the said Lot 2 of Central Business Addition, Urbana, Champaign County, Illinois; thence northerly parallel with the east line of said Lot 2 of a distance of 8.87 feet to the northerly line of said Lot 2 of the Central Business Addition, Urbana, Champaign County, Illinois; thence easterly along the northerly line of said Lot 2 of the Central Business Addition, Urbana, Champaign County, Illinois, a distance of 39.00 feet to the place of beginning, all as shown on the accompanying plat of survey, said tract containing 544 square feet more or less all situated in Champaign County, Illinois.

and also:

Beginning at the southwest corner of Lot 2 of the Central Business Addition, Urbana, Champaign County, Illinois; thence easterly along the southerly line of said Lot 2 of the Central Business Addition, Urbana, Champaign County, Illinois, a distance of 6.00 feet to a northerly jog in the southerly line of said Lot 2 of the Central Business Addition, Urbana, Champaign County, Illinois; thence northerly along the southerly line of said Lot 2 of the Central Business Addition, Urbana, Champaign County, Illinois, a distance of 0.23 feet; thence easterly along the southerly line of said Lot 2 of the Central Business Addition, Urbana, Champaign County, Illinois, a distance of 80.48 feet to a southeasterly corner of said Lot 2 of the Central Business Addition, Urbana, Champaign County, Illinois; thence northerly along the easterly line of said Lot 2 of the Central Business Addition, Urbana, Champaign County, Illinois, a distance of 5.11 feet to the corner of the exterior face of a brick building wall for the old Urbana Lincoln Hotel; thence westerly along the exterior face of a brick building wall of the old Urbana Lincoln Hotel, a distance of 14.08 feet; thence southerly along the exterior face of a brick building wall of the old Urbana Lincoln Hotel, a distance of 1.05 feet; thence westerly along the exterior face of a brick building wall of the old Urbana Lincoln Hotel, a distance of 13.08 feet; thence northerly along the exterior face of a brick building wall of the old Urbana Lincoln Hotel, a distance of 1.00 feet; thence westerly along the exterior face of the brick building wall of the old Urbana Lincoln Hotel, a distance of 14.16 feet; thence northerly along the exterior face of the brick building wall of the old Urbana Lincoln Hotel, a distance of 2.00 feet; thence westerly along the exterior face of a brick building wall of the old Urbana Lincoln Hotel and its westerly extension, a distance of 45.27 feet to the westerly line of said Lot 2 of the Central Business Addition, Urbana, Champaign County, Illinois; thence southerly along the westerly line of said Lot 2 of the Central Business Addition, Urbana, Champaign County, Illinois, a distance of 7.20 feet to the place of beginning all as shown on the accompanying plat of survey, said tract containing 522 square feet more or less all situated in Champaign County, Illinois.

EXHIBIT B

FIRST AMENDMENT TO SHOPPING CENTER LEASE
AND CONSENT

This is an amendment to a Lease wherein CPS Realty Partnership, an Illinois General Partnership, is the Tenant (hereinafter referred to as "Tenant") and wherein Lincoln Square Realty Partners Limited Partnership, a Delaware Limited Partnership, is the Landlord (hereinafter referred to as "Landlord"). The Lease was entered into on January 23, 1987, and relates to Lincoln Square Shopping Center and is for a store having approximately 121,000 net rentable square feet of space (herein referred to as "Lease"). This amendment and consent is as follows:

WHEREAS, the Lease addresses the issue of available parking for tenants of Lincoln Square;

WHEREAS, the City of Urbana, ("City"), as owner of the parking lot area surrounding Lincoln Square, proposes to sell a portion of the parking lot to the United States Government for use as a Federal Courthouse and office building;

WHEREAS, Landlord owns an easement over the lot in question, reflected in a certain Grant and Agreement dated June 28, 1963, which is recorded with the Champaign County Recorder as document number 697947, for purposes of restricting the use of that lot to ground level parking; and

WHEREAS, Landlord, as owner of Lot 10 in the Central Business Addition, owns a part of an easement over the lot in question reflected in a certain Grant and Agreement dated June 28, 1963, which is recorded with the Champaign County Recorder as document number 697948, for purposes of restricting the use of that lot to ground level parking; and

WHEREAS, the City of Urbana has proposed an alternative plan of parking.

NOW THEREFORE, the parties to the Lease agree as follows:

1. Landlord may release its parking easements on the portion of the parking lot north of the curb on the north side of the east entrance drive and east of the Lincoln Square property line ("Lot 10A North") as more particularly shown in Exhibit "A", thereby deleting that area from the definition under the Lease as "Common Area." A legal description of the area shown in Exhibit "A" is attached hereto as Exhibit "B". Tenant hereby consents to Landlord releasing this portion of the easements, and consents to the construction of a building thereon, provided the provisions in Paragraph 2, below, are fulfilled, or are agreed by the City of Urbana to be fulfilled within the time limits stated. This release of easements and the change in location of parking spaces does not constitute a default under the Lease.

2. Lot 10A North will not be closed any earlier than July 1, 1990. The changes referred to in this Subparagraph will be completed by July 1, 1990 or by the time of the closing to the public of any of Lot 10A North, whichever may occur later. This date shall be referred to as the "Date of Change." This constitutes an amendment to the Lease and consent of Tenant to allow such amendment to the Common Area, so long as:

- a. The City shall at all times provide that not less than 618 spaces are available and dedicated for Lincoln Square customers and employee parking, as shown in the area outlined in red on Exhibit "C", such outlines not affecting any right Landlord may have under the Lease to alter the Common areas; this will be accomplished by (a) re-striping the lot and re-organizing the location of spaces, (b) opening of the parking area adjacent to Credit Thrift, and (c) closing High Street between Yen Ching and the Center to create additional spaces;
- b. The City, at its expense, re-designs the parking area surrounding and including Yen Ching and the area most directly around the South entrance to Lincoln Square;
- c. The City will immediately attempt to acquire the Yen Ching building through a voluntary sale at a reasonable price. If that is not completed by February 1, 1990, then the City will initiate condemnation action no later than February 1, 1990 and will proceed expeditiously thereafter to acquire it via eminent domain. As quickly as is reasonable, the property will be obtained, demolished and improved as a parking lot. Immediately subsequent to the purchase, easements for ground level parking similar to those easements which are on the Federal Courthouse tract will be placed on the Yen Ching tract. Such easements shall be in favor of both the owners of Jumer's Castle Lodge and Landlord. Those portions of High Street and Broadway Avenue adjacent to the Yen Ching site, which are incorporated in the final parking plan, also will be included in the easements referenced in this subparagraph, or in the parking agreement referenced in paragraph 6 below;
- d. The City, at its expense, shall move the recycling area from its current location on or prior to the Date of Change. If the recycling

area is moved to a site within the 9 square block area of Lincoln Square, then it must be limited to the section of the parking lot immediately adjacent to Race Street in the Southwest sector of the parking area;

- e. By the Date of Change, the City will provide 110 parking spaces east of Vine Street that are visible to the mall and available for shoppers on evenings and weekends. Locations which would satisfy this requirement are those locations which are encircled in green on the enclosed Exhibit "D";
- f. By the Date of Change, the City shall provide 75 parking spaces for jurors located off the nine-block area;
- g. By the Date of Change, 22 parking spaces along what is now Bennett Street, will be made available; or a similar number of spaces at an alternate location shall be made available, if, for some reason, the City is unable to acquire a small strip of needed land from the County;
- h. The City shall, upon execution of this Agreement, undertake the analysis of overall downtown parking needs and locations and, no later than December 31, 1989, the City will either begin the design of an additional level or levels on the parking deck, or initiate action to acquire land for additional surface parking providing at least 90 spaces, which would be in operation on or before the date the Courthouse opens and which would be available to Lincoln Square customers, at no cost, during weekends and evenings, and in either case shall proceed expeditiously;
- i. By the Date of Change, the City shall arrange to move all spaces allocated for the Church from spaces which are directly adjacent to Lincoln Square; and
- j. By the Date of Change, the City shall implement a no parking program in the lots that are totally "merchant" spaces from a period of 3 a.m. to 9:30 a.m.

3. By this First Amendment, Landlord and Tenant agree that, if the conditions above are met, the parking requirements under the Lease will be satisfied, and Tenant confirms that it retains no interest in the parking agreement except as a tenant, which agreement was originally entered into on April 1, 1978.

4. Landlord represents and warrants that the City has provided no inducements or incentives to Landlord in exchange for consenting to the Courthouse development and release of the easements other than the construction of the parking referred to above. In conjunction with this construction Agreement, and in conjunction with the re-organization of the parking, there will be no payments from Landlord to the City and no payments from the City to Landlord. If inducements or incentives relating to the Courthouse construction and parking re-organization become available to Landlord, then Landlord shall share such with Tenant, with Tenant receiving 43% of such inducements. Incentives and inducements do not include such programs as the sidewalk beautification program, the facade program or parking agreements between the parties hereto.

5. There is no anticipated reduction of maintenance charges from the City to Landlord since there will continue to be, under this Agreement, a minimum of 618 spaces available to the customers and employees of Lincoln Square. If, however, there should be some reduction in the maintenance charges to Landlord, based upon the construction of the Courthouse or this reorganization of parking spaces, then Tenant shall share in those savings to the extent of 43% of the savings, as a reduction to its common area maintenance contribution. Should there be an increase in those costs, then the Tenant shall share in that increase to the extent of 43%.

6. This Agreement is contingent upon the City executing an agreement relative to parking in Lincoln Square Shopping Center, wherein the City undertakes and agrees to complete the obligations of the City referred to in this Agreement.

7. Any alteration, location or relocation of parking spaces pursuant to this First Amendment shall not constitute a default under the Lease.

8. By this First Amendment, Landlord and Tenant agree that the providing for at least 618 parking spaces for Lincoln Square customers and employees has fulfilled and will continue to fulfill the parking space requirement of Paragraph 18(j)(i) of the Lease.

9. By this First Amendment, Landlord and Tenant agree that the designation of a reasonable portion of Lincoln Square parking as employee parking on the 9-block site, and as part of the 618

spaces, has not and shall not constitute an event of default under the Lease. The provision in Paragraph 18(j)(2) of the Lease requiring Landlord to provide parking spaces for employees if the Tenant's lot to the south of Illinois Street is sold, is deleted.

IN WITNESS WHEREOF, the parties have respectively signed and sealed this Amendment to Shopping Center Lease and Consent this _____ day of September, 1989.

LANDLORD:

LINCOLN SQUARE REALTY PARTNERS
LIMITED PARTNERSHIP, a Delaware
Limited Partnership,

By: GUARDIAN PROPERTIES, LTD.,
a Delaware Corporation, as
Managing Partner,

By: _____

TENANT:

CPS REALTY PARTNERSHIP, an
Illinois General Partnership,

By: CARSON PIRIE SCOTT &
CO., a Delaware Corporation,
as Managing Partner,

By: _____

ELM ST.

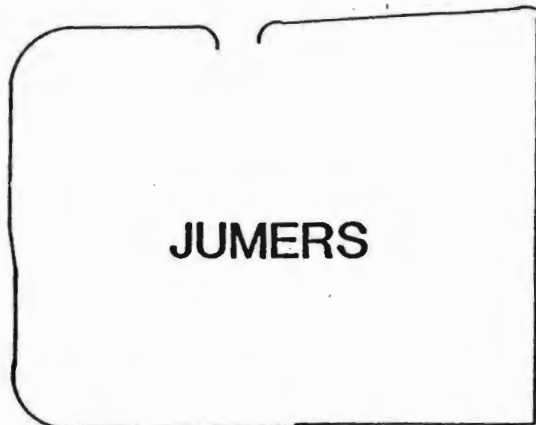
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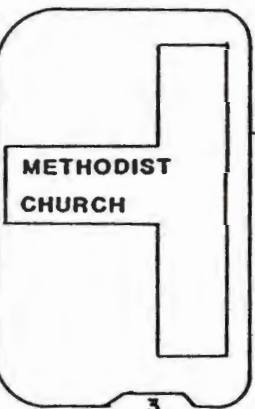
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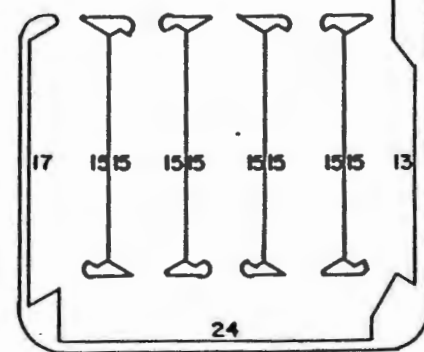
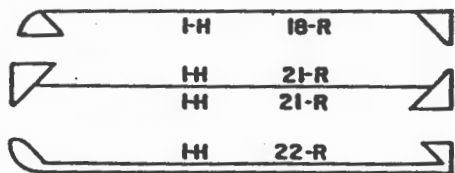
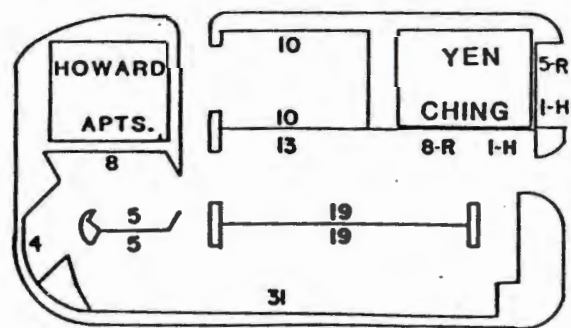
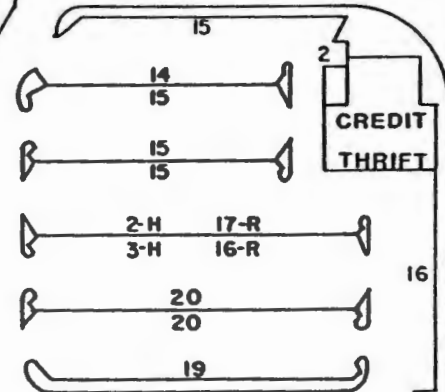
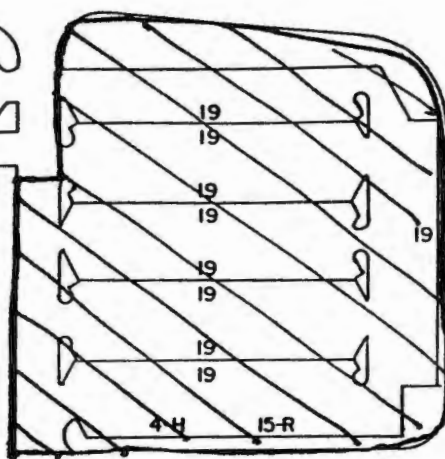
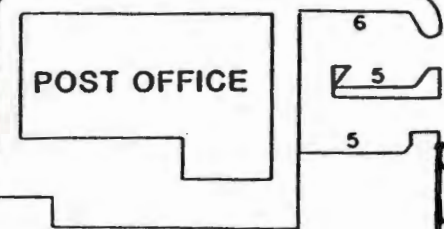
LINCOLN SQUARE



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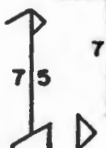
HOWARD APTS.

YEN CHING

DIANA'S

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SURVEYOR'S REPORT

EDWARD L. CLANCY, A ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2207 AND VICE-PRESIDENT BERNIS, CLANCY AND ASSOCIATES, P.C., DO HEREBY STATE THAT AT THE REQUEST OF AND FOR EXCLUSIVE BENEFIT OF ARCHITECTURAL SPECTRUM, I HAVE PREPARED A BOUNDARY RE-SURVEY OF LOT 16 AND A PART OF LOT 5 OF THE CENTRAL BUSINESS ADDITION OF THE CITY OF URBANA BEING A PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN URBANA, CHAMPAIGN COUNTY, ILLINOIS AS RECORDED IN BOOK "0" AT PAGE 1 IN THE RECORDS OF THE CHAMPAIGN COUNTY RECORDERS OFFICE, URBANA, CHAMPAIGN COUNTY, ILLINOIS, THE PERIMETER OF THE COMBINED TRACT BEING MORE PARTICULARLY DESCRIBED AS A RESULT OF THE PRESENT RE-SURVEY AS FOLLOWS:

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 "0" 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, ALL AS SHOWN ON THE ACCOMPANYING PLAT OF RE-SURVEY SAID TRACT CONTAINING

