

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REDEVELOPMENT AGREEMENT WITH IDS LIFE INSURANCE COMPANY

WHEREAS, it is desirable and in the best interests of the City of Urbana, Illinois to enter into a Redevelopment Agreement with IDS Life Insurance Company, a Minnesota Corporation, regarding a redevelopment project involving Anchor Tenant Space at Lincoln Square Mall; and

WHEREAS, a written copy of such a Redevelopment Agreement entitled "REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF URBANA, CHAMPAIGN COUNTY, ILLINOIS AND IDS LIFE INSURANCE COMPANY, a Minnesota Corporation, dated December 15, 1993, has been presented to and is now before this meeting.

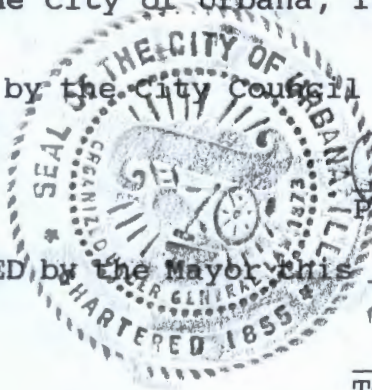
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the Council hereby approves the City entering into a Redevelopment Agreement with IDS Life Insurance Company regarding leasing, improving and rehabilitating the Anchor Tenant Space at Lincoln Square Mall.

Section 2. That after the lease set forth as Exhibit "C" is executed by the parties thereto, the Mayor is hereby authorized to execute and deliver such an agreement on behalf of the City. The agreement shall be in substantially the form of the Agreement which is before this Council, a copy of which is attached hereto and incorporated herein. The City Clerk is authorized to attest to such execution thereof.

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

PASSED by the City Council this 20th day of December, 1993.



Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this 21st day of December, 1993.

Tod Satterthwaite
Tod Satterthwaite, Mayor

REDEVELOPMENT AGREEMENT

by and between the

**CITY OF URBANA
Champaign County, Illinois**

and

**IDS LIFE INSURANCE COMPANY
a Minnesota Corporation**

Dated December 20, 1993

**Prepared by:
City of Urbana**

ARTICLE I	Definitions
ARTICLE II	Representations and Warranties
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LIST OF EXHIBITS

- A. "Ordinance 8687-45"
- B. "Lincoln Square and Vicinity Parking Space Summary"
- C. "Herberger's/IDS Lease"
- D. "Landscape/Parking - Guideline Specifications"
- E. "Requisition"

This Redevelopment Agreement (including any attachments and exhibits, collectively, the "Agreement"), dated as of the 15th day of December, 1993, by and between the City of Urbana, an Illinois home-rule municipality, in Champaign County, Illinois (the "City"), and IDS Life Insurance Company, a Minnesota Corporation (the "Developer").

RECITALS

WHEREAS, in accordance with and pursuant to the Tax Increment Allocation Redevelopment Act (Section 5/11-74.4-1 et seq. of Chapter 65 of the Illinois Compiled Statutes), as supplemented and amended, (the "TIF Act") including by the power and authority of the City as a home rule unit under Section 6 of Article VII of the Constitution of Illinois, the City has designated the Central Business District as a conservatory/redevelopment area ("TIF II Downtown Area No. 2 Conservatory/Redevelopment Plan & Projects"); and

WHEREAS, in connection with the Redevelopment Project, Redevelopment Plan and Redevelopment Project Area, the City Council of the City (the "Corporate Authorities"): (i) on December 15, 1986, adopted Ordinance No. 86-8745 "An Ordinance Approving a Redevelopment Plan and Redevelopment Project; Designating a Redevelopment Project Area; and Adopting Tax Increment Allocation Finance", which has been duly filed with the County Clerk of Champaign County, Illinois, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, Lincoln Square Mall is located within the redevelopment project area and a "Request for Proposals and Notice" was published pursuant to the requirements of Section 11-74.4-4 of

the TIF Act (Section 5/11-74.4-4 of Chapter 65 of the Illinois Compiled Statutes), and

WHEREAS, as contemplated by the Redevelopment Plan and the Redevelopment Project, the Developer proposes to rehabilitate, reconstruct, repair or remodel Lincoln Square Mall, including the Anchor Tenant space located therein (the "private development"); and

WHEREAS, acting through its planning staff, the City's Department of Community Development Services has reviewed and studied the conditions in the Redevelopment Project Area with a view toward analyzing those area conditions that exist or reasonably could be expected to exist that are deleterious to the development, operation and maintenance of the Redevelopment Project Area and which constitute such Redevelopment Project Area as a "conservation area" under the Act; and

WHEREAS, the Developer is unwilling to undertake the Private Development without certain guarantees and warranties, including, but not limited to, tax increment finance ("TIF") incentives from the City, which the City is willing to provide, and the City has determined that it is desirable and in the City's best interests to assist the Developer in the manner set forth herein and as this Agreement may be supplemented and amended; and

WHEREAS, Anchor Tenant Space in Lincoln Square Mall has been vacant since February, 1993, resulting in significant vacancies in Lincoln Square Mall; and

WHEREAS, the Developer is the owner of record of certain real property commonly known as Lincoln Square Mall; and

WHEREAS, certain direct incentives are required to be offered by the Developer as a prerequisite to executing a long-term lease with the tenant of the Anchor Space; and

WHEREAS, the Developer will incur certain Redevelopment Project Costs including, but not limited to, the cost of rehabilitation, reconstruction, remodeling and repair of the Lincoln Square Mall and Anchor Tenant Space located therein.

REDEVELOPMENT AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meaning provided from place to place herein, including as follows:

"Anchor Tenant Space" means the approximately one hundred twenty one thousand (121,000) square feet of leasable space in Lincoln Square Mall which is currently vacant and unleased.

"City" means the City of Urbana, Champaign County, Illinois.

"Corporate Authorities" means the City Council of the City of Urbana, Illinois.

"Developer" shall mean IDS Life Insurance Company (a Minnesota corporation) the owner of record of the real estate commonly known as Lincoln Square Mall.

"Diana Site" means the real estate purchased by the City of Urbana pursuant to Ordinance No. 9394-32.

"E.A.V." means equalized assessed valuation as determined and authorized by the Champaign County Supervisor of Assessments in accordance with the procedures set forth in Section 95, 108 a and 146 of the Revenue Act of 1939, (Sections 205/95, 205/108a and 205/146 of Chapter 35 of the Illinois Compiled Statutes) as supplemented and amended.

"Fund" means the "Special Tax Allocation Fund for Redevelopment Project Area Number Two" established under Section 5/11-74.8 of the TIF Act and Ordinance 8687-45.

"Herberger's" means G.R. Herberger's, Inc., a Delaware corporation the headquarters of which is located in St. Cloud, Minnesota, or its successors or assigns, the proposed tenant of the Tenant Anchor Space.

"Herberger's Lease" means the proposed "Indenture of Lease" dated December ____, 1993 by and between G. R. Herberger's, Inc. and the Developer, attached hereto as Exhibit "C", but expressly excluding any supplements or amendments thereto.

"Anchor Tenant Pro-Rata Taxes" means the proportionate share of real estate taxes attributable to the Anchor Tenant Space in Lincoln Square Mall computed in the manner set forth in Section 2.04 b(i) and the related Exhibit "C" of the Herberger Lease. As of December, 1993, the proportionate share for taxes attributable to Anchor Tenant Space is 52% of the total tax obligation for Lincoln Square Mall.

"Landscape/Parking Maintenance Standards and Specifications" means those standards and specifications contained in Exhibit "D".

"Lincoln Square Mall" means the real property more fully described as Lot 1 and Lot 10 of the Central Business Addition to Urbana, Illinois, also identified by the following tax parcel Permanent Identification Number: 92-21-17-212-016.

"Mall Vacancy Rate" means a percentage of vacancy of the total main floor level space intended for commercial tenant occupancy, calculated for any calendar year as follows:

The total square footage of the non-leased space times the number of days such space is not leased divided by the total leasable space times 365 expressed as a percentage of 100%.

"Non-leased Space" means space which is intended for tenant occupancy for which rent or other valuable consideration is paid or obligated to be paid for the day in question. It does not include any kiosk rental, regardless of the length of lease for such kiosk, nor does it include any temporary or seasonable rentals of less than thirty (30) days if such lease space is within the "common hall" areas of the Mall.

"Market Rent" means the total compensation that a lessee would pay for a legal right to occupy a similar space under the appraisal principle of "substitution". As used herein, the principle of substitution shall be understood to presume that the lessee will consider alternatives which are available and will make a rational and prudent decision on the basis of information about such alternatives and that a reasonable time is available to consider the information to arrive at a decision. "Total Compensation" as used herein, shall be understood to include not only the rent to be paid to lessor, but also any of the following: real estate taxes relating to the demised premises and/or a pro-rata share of such real estate taxes relating to common areas, if to be paid directly to the County Collector or to the lessor as a reimbursement for

taxes paid; sums to be paid directly to an insurance company or to the lessor as a reimbursement for amounts paid by lessor for insurance policies covering liability and/or maintenance of any common areas; sums to be paid directly to utility companies or to lessor as a reimbursement for amounts paid by lessor for utilities furnished to the demised premises and/or a proportionate share of utilities for the common areas.

"Parking Agreement" means an agreement relative to parking for Lincoln Square Shopping Center, Urbana, Illinois, dated as of March 1, 1990 by and between the City and Lincoln Square Realty Partners, a limited partnership, as assigned by such partnership to the developer.

"Private Development" means the rehabilitation, reconstruction, repair or remodeling of the Anchor Tenant Space occupancy, consisting of approximately one hundred twenty-one thousand square feet (121,000'), and related general improvements to Lincoln Square Mall.

"Property Tax Appeal" means any appeal to the Champaign County Board of Review under the procedures set forth in the Revenue Act of 1939 (Section 205/1 et. seq. of Chapter 35 of the Illinois Compiled Statutes), as supplemented and amended, or any appeal to the Cunningham Township Assessor.

"Redevelopment Project Costs" shall mean Developer costs as set forth in 65 ILCS 5/11-74.4-3. Such costs include, without limitation, the costs of rehabilitation, reconstruction, or repair or remodeling of existing public or private buildings and fixtures.

"TIF Act" shall mean the Tax Increment Allocation Redevelopment Act (Section 5/11-74.4-1 et. seq. of Chapter 65 of the Illinois Compiled Statutes.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. In order to induce the Developer to enter into this Agreement, the City hereby makes certain representations and warranties to the Developer, as follows:

Section 2.1.1 Organization and Standing. The City is a home rule municipality duly organized, validly existing and in good standing under the Constitution and laws of the State of Illinois.

Section 2.1.2 Power and Authority. The City has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

Section 2.1.3 Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the City's Corporate Authorities. This Agreement is a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

Section 2.1.4 No Violation. Neither the execution nor the delivery of this Agreement or the performance of the City's agreements, obligations and undertakings hereunder will conflict

with, violate or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree, or other law by which the City may be bound.

Section 2.1.5 Governmental Consents and Approvals. No consent or approval by any governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations hereunder.

Section 2.1.6 The City of Urbana is owner in fee simple of all the parking areas depicted in Exhibit "B" attached hereto.

Section 2.2 Representations and Warranties of the Developer. In order to induce the City to enter into this Agreement, the Developer makes the following representations and warranties to the City:

Section 2.2.1 Organization. The Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota, and is duly qualified to transact business in the State of Illinois, and is in good standing under, the laws of each of the other states where the Developer is required to be qualified to do business.

Section 2.2.2 Power and Authority. The Developer has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings.

Section 2.2.3 Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Developer. This Agreement is a legal, valid and

binding agreement, obligation and undertaking of the Developer, enforceable against the Developer in accordance with its terms, except to the extent that such enforceability may be limited by law, rulings and decisions affecting remedies, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

Section 2.2.4 No Violation. Neither the execution nor the delivery or performance of this Agreement will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree or other law to which the Developer is a party or by which the Developer or any of its assets may be bound.

Section 2.2.5 Consents. No consent or approval by any governmental authority or other person is required in connection with the execution and delivery by the Developer of this Agreement or the performance thereof by the Developer.

Section 2.2.6 No Proceedings or Judgments. There is no claim, action or proceeding now pending or to the best of its knowledge, threatened before any court, administrative or regulatory body, or governmental agency (a) to which the Developer is a party and (b) which will, or could, prevent the Developer's performance of its obligations under this Agreement.

Section 2.3 Disclaimer of Warranties. The City and the Developer acknowledge that neither has made any warranties to the other, except as set forth in this Agreement. Nothing has come to the attention of the Developer to question the assumptions or conclusions or other terms and the Developer assumes all risks in connection with the practical realization of any such private development.

ARTICLE III

CITY'S COVENANTS AND AGREEMENTS

Section 3.1 Herberger's Employee Parking. The City shall provide Herberger's one hundred (100) employees parking permits which shall be issued without charge and authorize the permit holder to park in the area labeled "Additional Parking Area" and depicted on Exhibit "B". The City shall continue to provide the parking privileges described in this paragraph 3.1 for the term of the Herberger's Lease except it shall terminate sooner if Herberger's ceases to occupy the Anchor Tenant Space in Lincoln Square Mall for the reasons other than fire, casualty or any cause beyond the reasonable control of Herberger's or the Developer.

Section 3.2 Customer Parking. In addition to the parking spaces to be provided to the Developer under and pursuant to the terms and conditions of the Parking Agreement, the City of Urbana shall provide, as of July 15, 1994, a total of not less than one hundred (100) parking spaces on the Diana Site (the "Diana's Site Spaces" as depicted by Exhibit "B" (following the demolition of the building on such Diana Site), or other parking plan and lesser total number of Diana's Site Spaces as may be approved by Herberger's, for the term of the Herberger's Lease. The City of

Urbana shall also provide not less than one hundred (100) parking spaces on the Diana's Site for the extended term pursuant to Section 1.06 of the Herberger's Lease provided that the use of the Anchor Tenant Space is utilized for a retail sales occupancy except for temporary interruptions for reasons of fire, casualty, or any other cause beyond the reasonable control of Herberger's or the Developer. Such additional Parking Spaces shall be for the sole and exclusive use of customers of Herberger's and of other retail tenants of Lincoln Square Mall. Customers shall not be charged for the use of such additional parking spaces.

Section 3.3 Landscape/Parking Maintenance. The City shall maintain the additional Parking Spaces in accordance with the Parking/Landscape Guideline Specifications incorporated hereto as Exhibit "D".

Section 3.4 City's Reimbursement Obligation. The City agrees to reimburse the Developer annually on the dates and as provided in Article V hereof, an amount equal to Anchor Tenant Pro-Rata Taxes subject to the following terms and conditions:

- (a) A requisition shall be submitted by the Developer for the reimbursement of Redevelopment Project Costs so as to enable the City to pay such amount as may be equal to Herberger's pro-rata taxes to be paid from the Fund.
- (b) In the event the requisition as specified in Section 3.4(a) above includes Redevelopment Project Costs which are not allowable under Section 11-74.4-3 of the TIF Act or in the event that there are not sufficient revenues within the Fund to make

a timely payment pursuant to Article V hereof, such amount shall be paid from any other funds of the City legally available for such purpose.

- (c) The obligation of the City to reimburse the Developer as set forth in this Section 3.4, shall commence upon the payment of real estate taxes attributable to the Herberger's pro-rata taxes as a result of the occupancy for a partial year of the Anchor Tenant Space in 1994 and shall terminate after such reimbursement occurs for Herberger's pro-rata taxes for the year 2009, payable in year 2010, or sooner in the event Herberger's vacates the Anchor Tenant Space or in the event that Gross Sales, as defined in Section 2.03 of the Herberger's Lease do not exceed Fifty Dollars (\$50.00) per square foot for Leased Premises for the immediately preceding Lease Year.

Section 3.5 Conditions. The City's Agreements, obligations and undertakings set out in this Agreement are expressly contingent upon the timely execution of the Herberger's Lease by the parties thereto on or before January 1, 1994 and the completion of the improvements to Lincoln Square Mall and the Anchor Tenant Space in good and workmanlike and timely manner so as to permit the opening for business on or before August 1, 1994 under and pursuant to Section 1.04 of Herberger's Lease and the completion of work defined in 3.02 of the Herberger's Lease.

ARTICLE IV

DEVELOPER'S COVENANTS

Section 4.1 Agreement to Construct Improvements and Professional Management and Marketing. The Developer agrees to complete in a good, workmanlike manner and timely fashion so as to permit an opening for business by August 1, 1994, pursuant to Section 1.04 of the Herberger's Lease, all improvements to the Anchor Tenant Space and Lincoln Square Mall as more specifically detailed in Exhibit "C", and further covenants to assure proper maintenance to the Lincoln Square Mall.

The Developer agrees to undertake actions necessary to secure professional management of Lincoln Square Mall and to use its commercially reasonable efforts in securing leases at Market Rent for all main floor tenant spaces, exclusive of the Anchor Tenant Space.

Section 4.2 Property Tax Appeal. The Developer agrees, and shall cause Herberger's to agree, as long as this Agreement is in effect, not to lodge any property tax appeal, protest, dispute or otherwise take any action, including, but not limited to, participating in or funding in whole or in part any tax appeal, protest, dispute, which would have the direct or indirect effect of reducing, for any given year, the E.A.V. of Lincoln Square Mall to a level below the E.A.V.s set forth below for each tax year respectively:

<u>YEAR</u>	<u>E.A.V.</u>
1995	2,500,000.00
1996	2,550,000.00
1997	2,601,000.00

<u>YEAR</u>	<u>E.A.V.</u>
1998	2,653,020.00
1999	2,706,080.00
2000	2,760,202.00
2001	2,815,406.00
2002	2,871,714.00
2003	2,929,148.00
2004	2,987,731.00
2005	3,047,486.00
2006	3,108,435.00
2007	3,170,604.00
2008	3,234,016.00
2009	3,298,696.00
2010	3,364,670.00

Section 4.3 Conditions Permitting Tax Appeal. The Developer shall be relieved of its obligations under Section 4.2 of this Agreement in any tax year when the following conditions shall have occurred:

- (a) a greater than ten percent (10%) Mall Vacancy Rate for the immediately preceding calendar year has occurred; or
- (b) greater than ten percent (10%) of main floor level tenant space (other than the Anchor Tenant Space) leased in the immediately preceding year is leased at materially below Market Rent.

Section 4.4 Financial Reporting. The Developer agrees to provide annual "Gross Sales" data, as defined in Section 2.03 of Herberger's Lease, upon request of the City for all main floor tenant spaces in Lincoln Square Mall prior to being relieved of its obligations under Section 4.2 as provided in Section 4.3 of this Agreement. To the extent permitted by law, such information shall be treated by the City as confidential.

ARTICLE V

PAYMENT FOR ELIGIBLE PROJECT COSTS

Section 5.1 Payment Procedures. The City and the Developer agree that the obligation of the City to reimburse the Developer in an amount equal to Anchor Tenant's pro-rata taxes pursuant to Section 3.4 of this Agreement shall be disbursed by the Comptroller of the City for payment to the Developer according to the procedures set forth in this Section 5.1 of this Agreement.

The City hereby designates the City's Chief Administrative Officer, or the designee thereof, (the "CAO") as its representative to coordinate the authorization of disbursement of such amount as may be due to the Developer from the City as Redevelopment Project Costs. Payments to the Developer shall be made upon request therefor, in a form substantially equivalent to Exhibit "E" (each being a "Requisition") submitted by the Developer on or after September 1 of each year, beginning September 1, 1995. Such requisition shall be accompanied by the following:

- (a) Developer's "paid" real estate tax bill
- (b) A statement as to the total Redevelopment Project Costs as incurred in calendar years 1993 and 1994
- (c) The calculation of Anchor Tenant Pro-Rata Taxes for the tax year for which such requisition is submitted.

Section 5.2 Approval and Resubmission of Requisitions. If disapproved, the CAO shall give the Developer written notice of such disapproval of the Requisitions within ten (10) days after receipt thereof. Failure to do so shall constitute approval. In the absence of a default pursuant to Article V, no such approval

shall be denied except on the basis of insufficient documentation as to the payment of such real estate taxes. If a requisition is disapproved by such CAO, the reasons for disallowance will be set forth in writing if such disapproval is valid and the Developer may resubmit such requisitions with such additional documentation or verification as may be required. The same procedures set forth herein applicable to disapproval shall apply to such resubmittals.

Section 5.3 Time of Payment. The City shall pay the amount due to the Developer from the City within thirty (30) days of the approval of the Requisition as set forth in Section 5.2 above.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.1 Defaults - Rights to Cure. Failure or delay by either Party to timely perform any term or provision of this Agreement shall constitute a default under this Agreement. The Party who so fails or delays must, upon receipt of written notice of the existence of such default, immediately commence to cure, correct or remedy such default and thereafter proceed with diligence to cure such default. The Party claiming such default shall give written notice of the alleged default to the other Party. Except as required to protect against immediate, irreparable harm, the Party asserting a default may not institute proceedings against the other Party until thirty (30) days after having given such notice. If such default is cured within such thirty (30) day period, the default shall not be deemed to constitute a breach of this Agreement. If the default is one which can not reasonably be cured within such thirty (30) day period,

such thirty (30) day period shall be extended for such time as is reasonably necessary for the curing of such default, so long as there is diligent proceeding to cure such default. If such default is cured within such extended period, the default shall not be deemed to constitute a breach of this Agreement. However, a default not cured as provided above shall constitute a breach of this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

Section 6.2 Anchor Tenant Occupancy. It is expressly understood that if Herberger's shall cease to operate its business from the Anchor Tenant Space for any reason, except for the purpose of remodeling or fire, casualties or interruptions beyond the reasonable control of Herberger's, all City obligations pursuant to Article III of this Agreement will automatically cease upon such cessation of business. While nothing in this agreement shall prevent the assignment of Herberger's Lease, all obligations of the City pursuant to Article III shall cease unless otherwise agreed by the Corporate Authorities of City.

Section 6.3 Remedies. The sole remedy of either Party in the event of a default by the other Party under any of the terms and provisions of this Agreement shall be to institute legal action against the other Party for specific performance or other appropriate equitable relief. Both the City of Urbana and the Developer shall be mutually subject to monetary damages pursuant to

this Agreement. No default on the part of the Developer can give rise to a right on the part of the City to terminate the parking privileges granted under Article III of this Agreement.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Entire Contract and Amendments. This Agreement (together with the Exhibits "A" to "E" inclusive, attached hereto) is the entire contract between the City and the Developer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the City and the Developer, and may not be modified or amended except by a written instrument executed by both of the Parties.

Section 7.2 Third Parties. Except as otherwise provided herein, nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the City and the Developer and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the City or the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever. The foregoing notwithstanding, Herberger's shall be a third party beneficiary of the representations, warranties and agreements contained herein which pertain to the parking areas described in

Exhibit "B" attached hereto and Herberger's rights with respect thereto.

Section 7.3 Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 7.4 Legally Valid and Binding. This Agreement shall constitute a legally valid and binding obligation of the City according to the terms hereof.

Section 7.5 Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Developer nor the City shall be deemed in default with respect to any performance obligations under this Agreement on their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which also constitute "unavoidable delays"): any strike, lock-out or other labor disturbances (whether legal or illegal, with respect to which the Developer, the City and others shall have no obligations hereunder to settle other than in their sole discretion and business judgment), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God or third parties, or any other cause beyond the reasonable control of the Developer or the City, or for any other reasons not within the Developer's or the City's control.

Section 7.6 Waiver. Any Party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no

such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 7.7 Cooperation and Further Assurances. The City and the Developer each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better assuring, pledging, assigning and confirming unto the City and the Developer all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under this Agreement.

Section 7.8 Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of such section, subsection, term or provision of this Agreement or the application of same to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

Section 7.9 Notices. All notices, demands, requests, consents, approvals or other communications or instruments required or otherwise given under this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally or by telecommunication actually received, or as of the third (3rd) day

from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows (unless another address is provided in writing):

To the Developer:

Asset Manager
IDS Life Insurance Company
IDS Tower, #10
Minneapolis, Minnesota 55446

With a copy to:

Robert A. Super, Principal
MidStates Bradford Companies
1420 Kensington Road
Suite 103
Oak Brook, IL 60521

To the City:

City of Urbana, Illinois
400 South Vine Street
Urbana, IL 61801
Attention: Chief Administrative Officer
Tel: (217) 384-2454
Fax: (217) 384-2426

With a copy to:

Legal Division
400 South Vine Street
Urbana, IL 61801
Tel: (217) 384-2464
Fax: (217) 384-2363

Section 7.10 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

Section 7.11 No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of the Parties to this Agreement shall be construed by the parties hereto or any third person to create the relationship of a partnership, agency, or joint venture between or among such Parties.

Section 7.12 Illinois Law. This Agreement shall be construed and interpreted under the laws of the State of Illinois.

Section 7.13 Costs and Expenses. If either Party defaults in the performance of its obligations hereunder, the Parties agree that the defaulting Party shall pay the non-defaulting Party's costs of enforcing the defaulting Party's obligations under this Agreement, including but not limited to, attorneys' fees and expenses.

Section 7.14 No Personal Liability of Officials of City or Developer. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent, employee or attorney of the City, in his or her individual capacity, and neither the members of the Corporate Authorities nor any official of the City or Developer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution, delivery and performance of this Agreement.

Section 7.15 Repealer. To the extent that any ordinance, resolution, rule, order or provision of the City's Code of Ordinances or any part thereof is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling.

Section 7.16 Term. Except for the provisions of Section 3.2 of this agreement which shall terminate after the last extension of Herberger's Lease, this Agreement shall remain in full force and effect until December 31, 2010.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers as of the date set forth above.

CITY OF URBANA, ILLINOIS

(SEAL)

By: Ted Lettenthwaite
Mayor

ATTEST:

Shelley D. Clark
City Clerk

(SEAL)

IDS LIFE INSURANCE COMPANY

By: John M. Mahulis
Its: Vice President

ATTEST:

Mark S. Brown
Secretary (Assistant)

[Exhibits A to E, inclusive follow this page and are integral parts of this Agreement in the context of use.]

EXHIBIT "A"

CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

I, Phyllis D. Clark, City Clerk of the City of Urbana, Illinois, and keeper of the records, files and seal of said City, do hereby certify that the foregoing is a true and exact copy of an ordinance entitled, "ORDINANCE NO. 8687-45 ENTITLED "AN ORDINANCE APPROVING A REDEVELOPMENT PLAN AND REDEVELOPMENT PROJECT; DESIGNATING A REDEVELOPMENT PROJECT AREA; ADOPTING TAX INCREMENT ALLOCATION FINANCING; AND AUTHORIZING THE ILLINOIS DEPARTMENT OF REVENUE TO ANNUALLY CERTIFY AND CAUSE TO BE PAID TO THE CITY OF URBANA, ILLINOIS AN AMOUNT EQUAL TO THE INCREASE IN THE AGGREGATE AMOUNT OF STATE SALES TAXES PAID BY RETAILERS AND SERVICEMEN ON TRANSACTIONS AT PLACES OF BUSINESS LOCATED WITHIN THE REDEVELOPMENT PROJECT AREA" adopted by the City Council of the City of Urbana on the 15th day of December, 1986, as appears in the records and files in my office remaining.

Given under my hand and seal of said City of Urbana, Illinois, this 3rd day of December, A.D. 1993.

Phyllis D. Clark
Phyllis D. Clark, City Clerk

ORDINANCE NO. 8687-45

AN ORDINANCE
APPROVING A REDEVELOPMENT PLAN AND REDEVELOPMENT
PROJECT; DESIGNATING A REDEVELOPMENT PROJECT AREA;
ADOPTING TAX INCREMENT ALLOCATION FINANCING; AND
AUTHORIZING THE ILLINOIS DEPARTMENT OF REVENUE TO ANNUALLY
CERTIFY AND CAUSE TO BE PAID TO THE CITY OF URBANA, ILLINOIS
AN AMOUNT EQUAL TO THE INCREASE IN THE AGGREGATE AMOUNT OF
STATE SALES TAXES PAID BY RETAILERS AND SERVICEMEN ON
TRANSACTIONS AT PLACES OF BUSINESS LOCATED WITHIN THE
REDEVELOPMENT PROJECT AREA

WHEREAS, the City of Urbana, Champaign County, Illinois (the "City") desires to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended and supplemented from time to time, (Ill.Rev.Stats. ch. 24, §§11-74.4-1 et. seq.), (the "Act"); and

WHEREAS, pursuant to §11-74.4-5 of the Act, the City held a public hearing relative to the approval of a proposed Redevelopment Plan and Redevelopment Project and the designation of a proposed Redevelopment Project Area, such public hearing being duly held at 3:00 p.m. on October 15, 1986, at the City Council Chambers, City Building, 400 South Vine Street, Urbana, Illinois; and

WHEREAS, due notice in respect to said public hearing was given by the City in accordance with §§ 11-74.4-5 and 11-74.4-6 of the Act, said notice being given: by certified mail to taxing districts having property in the proposed Redevelopment Project Area and to the Illinois Department of Commerce and Community Affairs on September 11, 1986, a date not less than thirty (30) days prior to such date set for said public hearing; by publication in the Champaign-Urbana News-Gazette, a newspaper of general circulation within such taxing districts, on October 1 and October 8, 1986, respectively, such first publication being not more than thirty (30) nor less than ten (10) days prior to such date set for said public hearing; by certified mail to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the proposed Redevelopment Project Area on September 24, 1986, a date not less than ten (10) days prior to such date set for said public hearing; and by certified mail to corporations owning railroad rights-of-way within the proposed Redevelopment Project Area on October 3, 1986, a date not less than ten (10) days prior to such date set for said public hearing; and

WHEREAS, the proposed Redevelopment Plan sets forth the factors constituting the proposed Redevelopment Project Area as a "Conservation Area" within the meaning of the Act. The

City Council has fully reviewed such factors in connection with such other information concerning the same as was presented at the public hearing, and has further reviewed other studies and is generally informed of the conditions in the proposed Redevelopment Project Area; and

WHEREAS, the City Council has reviewed the conditions pertaining to investment by private enterprise in the proposed Redevelopment Project Area as a whole to determine whether growth and development would take place therein without the adoption of the proposed Redevelopment Plan; and

WHEREAS, the City Council has reviewed the proposed Redevelopment Plan in connection with the comprehensive plan for development of the City as a whole to determine whether the proposed Redevelopment Plan and Redevelopment Project conform to such comprehensive plan of the City; and

WHEREAS, the City Council has reviewed the area of which the proposed Redevelopment Project Area is comprised to determine its aggregate acreage and to determine whether the contiguous parcels of real property and improvements thereon would be substantially benefitted by the proposed Redevelopment Project improvements; and

WHEREAS, the City Council of the City has determined that it is necessary and in the best interests of the City to authorize the Department of Revenue, pursuant to §11-74.4-8a(1) of the Act, to annually certify and cause to be paid to the City an amount equal to the increase in the aggregate amount of state sales taxes paid by retailers and servicemen on transactions at places of business located within the Redevelopment Project Area.

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

Section 1. Definitions. That the following words and terms used in this Ordinance shall have the following meanings unless the context or use indicates a different meaning:

a) "Act" means the Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended and supplemented from time to time, and as formerly known and cited as the Real Property Tax Increment Allocation Redevelopment Act (Ill.Rev.Stats., Ch. 24, §11-74.4-1 et seq.).

b) "City" means the City of Urbana, Champaign County, Illinois, and its successors and assigns.

c) "City Code" means the Code of Ordinances, City of Urbana, Illinois, as amended and supplemented from time to time.

d) "Fund" means the special fund called the "Special Tax Allocation Fund for Redevelopment Project Area Number Two" established pursuant to §11-74.4-8 of the Act and Section 5 of this Ordinance.

e) "Ordinance" means this Ordinance as originally adopted and as the same may from time to time be amended or supplemented.

f) "Redevelopment Project Area" means the Redevelopment Project Area designated pursuant to §11-74.4-4 of the Act and by Section 4 of this Ordinance, also more specifically herein known and referred to as "Redevelopment Project Area Number Two."

g) "Redevelopment Plan" means the comprehensive program of the City for the Project Area established pursuant to §11-74.4-4 of the Act and as approved by Section 3 of this Ordinance.

h) "Redevelopment Project" means the Redevelopment Project, including any project or projects in furtherance of the objectives of the Redevelopment Plan, established pursuant to §11-74.4-4 of the Act and as adopted and approved by Section 3 of this Ordinance.

Section 2. Findings. That the City Council hereby specifically finds and determines as follows:

a) That the matters hereinabove set forth in the recitals to this Ordinance are adopted as facts.

b) That conditions exist which qualify the proposed Redevelopment Project Area to be classified as a "Conservation Area" within the meaning of §11-74.4-3(b) of the Act, and that the tax bases of the taxing districts which extend into the proposed Redevelopment Project Area will be enhanced by implementation of the Redevelopment Plan.

c) That the proposed Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Redevelopment Plan.

d) That the Redevelopment Plan and Redevelopment Project conform to the comprehensive plan for the development of the City as a whole.

e) That the estimated date for completion of the Redevelopment Project shall not be later than December 1, 2009.

f) That the estimated date for retirement of obligations, if any, incurred by the City to finance the costs incurred in connection with the Redevelopment Project shall not be later than December 1, 2009.

g) That the proposed Redevelopment Project Area is not less in the aggregate than 1 1/2 acres and includes only those contiguous parcels of real property and improvements thereon which will be substantially benefitted by the proposed Redevelopment Project improvements.

h) That no changes have been made in the proposed Redevelopment Plan or Redevelopment Project or the proposed Redevelopment Project Area which alter the exterior boundaries of the proposed Redevelopment Project Area, which substantially affect the general land uses established in the Redevelopment Plan, or which substantially change the nature of the Redevelopment Project.

i) That the Redevelopment Project Area would not reasonably be developed without the use of such incremental revenues as are authorized pursuant to §11-74.4-8a(1) of the Act and Section 6 of this Ordinance.

j) That such incremental revenues described in subsection (i) above will be exclusively utilized for the development of the Redevelopment Project Area pursuant to §§11-74.4-3(i) and 11-74.4-8a(3)(f) of the Act and Section 7 of this Ordinance.

k) That the City imposes the maximum tax allowed by law under each of the following:

(1) the Municipal Retailers' Occupation Tax Act of the State of Illinois pursuant to §22-16, Article II of Chapter 22 of the City Code;

(2) the Municipal Use Tax Act of the State of Illinois pursuant to §22-82, Article IV of Chapter 22 of the City Code; and

(3) the Municipal Service Occupation Tax Act of the State of Illinois pursuant to §22-30, Article III of Chapter 22 of the City Code.

l) That this Ordinance was introduced within fourteen (14) to ninety (90) days from completion of the public hearing specified in §11-74.4-5 of the Act.

Section 3. Adoption of Redevelopment Plan and Redevelopment Project. That the proposed Redevelopment Plan and Redevelopment Project, entitled "DOWNTOWN URBANA TAX INCREMENT AREA TWO CONSERVATION REDEVELOPMENT PLAN AND PROJECTS", a copy of which has been presented to and is now before this meeting, be and the same is hereby adopted and approved pursuant to §11-74.4-4 of the Act as the Redevelopment Plan and Redevelopment Project for the proposed Redevelopment Project Area.

4

Section 4. Designation of Redevelopment Project Area. That the proposed Redevelopment Project Area, which is more particularly described in Exhibit A attached hereto and hereby incorporated by reference, be and the same is hereby designated pursuant to §11-74.4-4 of the Act as the Redevelopment Project Area. Such Redevelopment Project Area as described and designated herein shall hereafter be known as, referred to, and identified as the "Redevelopment Project Area Number Two."

Section 5. Adoption of Tax Increment Allocation Financing. That tax increment allocation financing be and the same is hereby adopted pursuant to §11-74.4-8 of the Act in respect to the Redevelopment Plan and Redevelopment Project for the Redevelopment Project Area known as, referred to, and identified herein as the "Redevelopment Project Area Number Two." In connection with such adoption of tax increment allocation financing, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Redevelopment Project Area by taxing districts and tax rates determined in the manner provided in §11-74.4-9(c) of the Act each year after the effective date of this Ordinance until the costs of the Redevelopment Project and City obligations financing the costs of the Redevelopment Project incurred under the Act and this Ordinance, if any, have been paid, shall be divided as follows:

(a) That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Redevelopment Project Area shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of this tax increment allocation financing.

(b) That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each property in the Redevelopment Project Area shall be allocated to and when collected shall be paid to the City Comptroller, who shall deposit said taxes into the Fund for the purpose of paying the costs of the Redevelopment Project and the obligations, if any, incurred in the payment thereof.

The Fund, to be used for the purposes as herein provided, be and the same is hereby established.

Section 6. Authorization of Department of Revenue. That pursuant to §11-74.4-8a(1) of the Act, the City hereby authorizes the Department of Revenue to annually certify and cause to be paid to the City an amount equal to the increase in the aggregate amount of taxes paid by retailers and servicemen on transactions at places of business located within the

Redevelopment Project Area pursuant to the Municipal Retailers' Occupation Tax Act, the Municipal Service Occupation Tax Act, the Retailers' Occupation Tax Act, the Use Tax Act, the Service Use Tax Act, and the Service Occupation Tax Act for as long as the Project Area exists, over and above the aggregate amount of such taxes as certified by the Department of Revenue and paid under such Acts by retailers and servicemen on transactions at places of business located in the Redevelopment Project Area during the base year, which shall be the calendar year of 1985 (that being the calendar year immediately prior to the year in which the City adopted tax increment allocation financing pursuant to the Act and this Ordinance), less 1.6% of such amounts generated under the Retailers' Occupation Tax Act, Use Tax Act and Service Use Tax Act and the Service Occupation Tax Act, which sum shall be retained by the State Treasurer to cover the costs incurred by the Department of Revenue in administering and enforcing Section 11-74.4-8a(1) of the Act.

Section 7. Allocation and Payment to Fund; Accounting. That in addition to the City incremental real property tax revenues from the Redevelopment Project Area, which have heretofore been allocated and directed to be paid and deposited to the Fund pursuant to Section 5 of this Ordinance, all incremental revenues from the Municipal Retailers' Occupation Tax Act and the Municipal Service Occupation Tax Act derived from the Redevelopment Project Area shall be allocated to and when collected shall be paid to the City Comptroller who shall deposit said funds in the Fund. Any payments of incremental revenues of the State of Illinois caused to be paid to the City by the Department of Revenue from the Retailers' Occupation Tax Act, the Use Tax Act, the Service Use Tax Act, and the Service Occupation Tax Act pursuant to §11-74.4-8a(1) of the Act and this Ordinance shall likewise be deposited by the City Comptroller in the Fund. For accounting purposes, the City Comptroller shall identify the source of each payment as Municipal Retailers' Occupation and Service Occupation Tax, State Retailers' and Service Occupation Tax, and Use and Service Use Tax.

Section 8. Use of Incremental Revenues. That the City shall pursue the implementation of the Redevelopment Plan in an expeditious manner. All incremental revenues created pursuant to §11-74.4-8a(1) of the Act and Section 6 of this Ordinance shall be exclusively utilized for the development of the Project Area and shall be used exclusively to pay the costs of the Redevelopment Project as defined in §11-74.4-3(1) of the Act.

Section 9. Transmittal. That within thirty (30) days after the adoption of this Ordinance, the City Clerk be and the same is hereby directed to transmit to the Department of Commerce and Community Affairs and the Department of Revenue the following:

a) a certified copy of this Ordinance accompanied by a complete list of street names and the range of street numbers of each street located within the Project Area for which payments are to be made under §11-74.4-8a(1) of the Act and this Ordinance in both the base year and in the year preceding the payment year; and the addresses of persons registered with the Department of Revenue; and, the name under which each such retailer or serviceman conducts business at that address, if different from the corporate name; and the Illinois Business Tax Number of each such person, updated as required under §11-74.4-8a(3) of the Act;

b) a copy of the Redevelopment Plan as herein approved by the City;

c) an opinion of legal counsel to the City that the City has complied with the requirements of the Act; and

d) a certification by the Mayor of the City that with regard to the Project Area: (1) the City has committed all of the municipal tax increment created pursuant to the Act for deposit in the Fund; (2) the Redevelopment Projects described in the Redevelopment Plan would not be completed without the use of State incremental revenues pursuant to the Act; (3) the City will pursue the implementation of the Redevelopment Plan in an expeditious manner; (4) the incremental revenues created pursuant to §11-74.4-8a(1) of the Act will be exclusively utilized for the development of the Project Area; and (5) the increased revenue created pursuant to §11-74.4-8a(1) of the Act shall be used exclusively to pay Redevelopment Project Costs as defined in the Act.

Section 10. Annual Submission of Information. That in the event the City receives any payments as authorized under §11-74.4-8a(1) of the Act and this Ordinance, the Administrator of the Community Development Services Department of the City shall submit to the City Council of the City and to the Illinois Department of Commerce and Community Affairs annually and within 180 days after the close of the fiscal year of the City such information for the immediately preceding fiscal year of the City as may be required by §11-74.4-8a(6) of the Act and any rules and regulations of the Department of Revenue issued pursuant thereto.

Section 11. Further Authorization. That from and after the effective date of this Ordinance, the proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out the intent and accomplish the purposes of this Ordinance.

Section 12. Effective Date. That this Ordinance as hereby adopted shall be in full force and effect as of December 31, 1986.

1986.

PASSED by the City Council this 15th day of December.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

1986.

APPROVED by the Mayor this 23rd day of December.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN
ORDINANCE NO. 8687-45 AND IS INCORPORATED
THEREIN BY REFERENCE.

Ruth S. Brookens
Ruth S. Brookens, City Clerk

May 25, 1989
Date

The Urbana Tax Increment II Redevelopment Project Area boundaries are shown on the Tax Increment II District Boundary Map in Appendix A.

The project area is generally bounded by Crystal Lake Drive on the North, Maple Street on the East, California Street on the South and Orchard Street on the West.

The exact legal description of the Urbana Tax Increment II Project Area boundaries is as follows:

A portion of Section 8 and 17, Township 19 North, Range 9 East of the Third Principal Meridian, situated in the City of Urbana, Champaign County, State of Illinois, further described as follows:

Beginning at the intersection of the West right-of-way line of Orchard Street and the North line of the Consolidated Railway Corporation's railroad right-of-way; thence Easterly along said railroad right-of-way to an extension of the East line of the Big Wheel Survey; thence Northerly 90 feet, more or less, to a property line; thence Easterly along said property line 150 feet, more or less, to the West line of Leal Park; thence Northerly along said Park to the North right-of-way line of University Avenue; thence Easterly along University Avenue to the West right-of-way line of Lake Street; thence Northerly along Lake Street 144 feet to the North line of an east-west alley; thence Easterly along said alley to the East right-of-way line of Race Street; thence Southerly along Race Street 13.6 feet to a property line; thence Easterly along said property line 181 feet to the center of a vacated alley; thence Northerly along the center of said vacated alley 4.2 feet, more or less, to a property line; thence Easterly along said property line to the West right-of-way line of Broadway Avenue; thence Northerly along Broadway Avenue to the extension of the South line of Crystal Lake Park Addition; thence Easterly along said South line to the West line of Lot 29 of said Addition; thence Northerly along said Lot 29 to the North right-of-way line of Crystal Lake Drive; thence Easterly along Crystal Lake Drive 47.05 feet; thence Southerly along the extension of the East line of said Lot 29 a distance of 248.76 feet to a property line; thence Southeasterly along said property line 284.31 feet to the West right-of-way line of Cunningham Avenue; thence Northeasterly along Cunningham Avenue to a point 196 feet North of the centerline of Crystal Lake Drive; thence Easterly to the intersection of the East right-of-way line of Cunningham Avenue with the South property line of a 0.95 Acre parcel having its North property line on the East 1/4 Section line of said Section 8; thence Easterly along said South property line to the West line of Lot 2 of Webber Estate Subdivision; thence Southerly along said Lot 2 a distance of 548.6 feet to a property line; thence Westerly along said property line to the East right-of-way line of Maple Street; thence Southerly along Maple Street to the centerline of the University Avenue pavement; thence Easterly along said centerline to the extension of the East right-of-way line of Maple Street

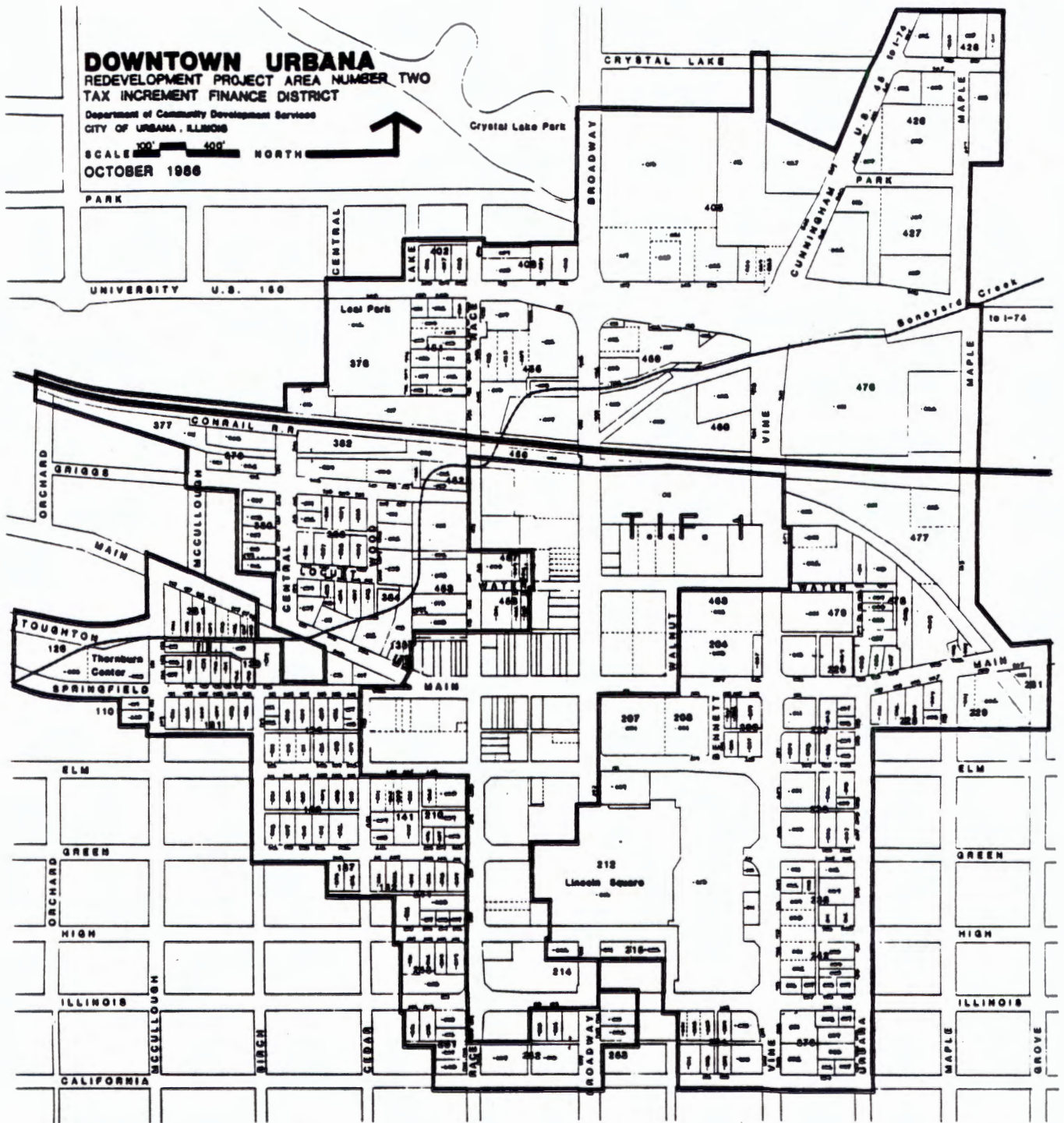
South of University Avenue; thence Southerly along the East right-of-way line of Maple Street to the North right-of-way line of Main Street; thence Easterly along Main Street to the extension of the East right-of-way line of Grove Street; thence Southerly along Grove Street to the extension of the South line of an alley commonly known as Fish Alley; thence Westerly along Fish Alley to a point 138 feet West of the West right-of-way line of Grove Street; thence Northerly 6 feet to the center of Fish Alley; thence Westerly along the centerline of the vacate portion of Fish Alley to the East right-of-way line of Maple Street; thence Southerly along Maple Street 6 feet; thence Westerly along the South line of Fish Alley to the East right-of-way line of Urbana Avenue; thence Southerly along Urbana Avenue to the South right-of-way line of California Avenue thence Westerly along California Avenue to the East right-of-way line of Vine Street; thence Westerly to the intersection of the West right-of-way line of Vine Street with the South right-of-way line of California Avenue; thence Westerly along California Avenue to the West right-of-way line of Walnut Street; thence Northerly along the East line of Beck's Addition to the Southeast corner of Lot 4 of said Addition; thence Easterly to the Southwest corner of Lot 4 of Myers & Besores Addition; thence Northerly along the West line of said Lot 4 to the South right-of-way line of Illinois Street; thence Westerly along Illinois Street to the East line of Beck's Addition; thence Northerly along the West line of Walnut Street to a property line 132.9 feet North of the North right-of-way line of Illinois Street; thence Westerly along said property line to the East right-of-way line of Broadway Avenue; thence Southerly along Broadway Avenue to the South line of Illinois Street; thence Easterly along Illinois Street 127.5 feet; thence Southerly to the Northwest corner of Lot 5 of Beck's Addition; thence Westerly along the South line of Cedar Alley to the East right-of-way line of Broadway Avenue; thence Southerly along Broadway Avenue to the South right-of-way line of California Avenue; thence Westerly along California Avenue to a point 132 feet West of the West right-of-way line of Race Street; thence Northerly along property line 165.5 feet to the south line of Cedar Alley; thence Westerly along Cedar Alley 103 feet, more or less; thence Northerly along a property line 127.5 feet to the South right-of-way line of Illinois Street; thence Westerly along Illinois Street 8 feet, more or less; thence Northerly along property line 249.6 feet to the South right-of-way line of High Street; thence Westerly along High Street 28.875 feet; thence Northerly along a property line 75.5 feet to the South line of High Alley; thence Westerly along High Alley to the West right-of-way line of Cedar Street; thence Northerly 6 feet to the centerline of vacated High Alley; thence Westerly along said centerline 111.5 feet; thence Northerly along Birch Street to the South line of Fish Alley; thence Westerly along Fish Alley to the West line of McCullough Street; thence Northerly along McCullough Street 30.14 feet to a property line; thence Westerly along said property line 101.71 feet; thence Northerly along the West line of Lot 1 of Sutton's Subdivision to the South right-of-way line of Springfield Avenue; thence Westerly along the South

right-of-way of Springfield Avenue to the extension of the West line of Lot 5 of Block 10 of Sim's Addition; thence Northerly along said Lot 5 a distance of 189 feet, more or less, to the South right-of-way line of Stoughton Street; thence Northeasterly along a line perpendicular to said right-of-way line 66 feet to the North right-of-way line of Stoughton Street; thence Southeasterly along the North right-of-way line of Stoughton Street and along its curve to the left, to its intersection with the West right-of-way line of McCullough Street; thence Northerly along McCullough Street to the North right-of-way line of Main Street; thence Southeasterly along Main Street to the extension of a property line located 82 feet East of the East line of Lot 2 of the Subdivision of Lot A of a Subdivision of the South Part of the Southwest Quarter of said Section 8; thence Southerly across the Main Street right-of-way and along said property line to the South line of said Section 8; thence Easterly along said South line to a property line located 90 feet East of the East line of Porter Replat; thence Southerly along said property line to the North right-of-way line of Springfield Avenue; thence Easterly along Springfield Avenue 179.79 feet to another property line; thence Northerly along said property line to the South right-of-way line of Main Street; thence Northwesterly along the South right-of-way line of Main Street to the West right-of-way line of Central Avenue; thence Northerly along Central Avenue to the Southeast corner of Lot 10 of C.W. Smith's Subdivision; thence Westerly along the South line of said Lot 10 a distance of 139.5 feet to the West line of a north-south alley; thence Northerly along said alley to the South right-of-way line of Griggs Street; thence Westerly along Griggs Street to the East right-of-way line of McCullough Street; thence Westerly to the intersection of the South right-of-way line of Griggs Street with the West right-of-way line of McCullough Street; thence Northerly along McCullough Street to the Northeast corner of Lot 1 of Block 1 of Colonel S.T. Busey's Third Addition; thence Northwesterly along the North line of said Addition and along an extension of said line to the west right-of-way line of Orchard Street; thence Northerly along Orchard Street to the point of beginning;

except the tract of land known as the Downtown Urbana Conservation-Redevelopment District as described in City Ordinance 8081-62, passed on December 15, 1980;

encompassing 173 Acres, more or less, all situated in the South half of Section 8 and the North half of Section 17, Township 19 North, Range 9 East of the Third Principal Meridian in the City of Urbana, Champaign County, State of Illinois.

The Redevelopment Project Area so described above is generally bounded on the North by Saline Ditch, Crystal Lake Drive, and Park Street; on the East by Maple Street and Urbana Avenue; on the South by California Avenue; and on the West by Orchard Street and McCullough Street. The area excludes an area previously designated as a Redevelopment Project Area on December 15, 1980.



MAP OF

PARCEL / ADDRESS MAP

- 201 BLOCK NUMBER
- 007 PARCEL NUMBER
- 712 ADDRESS NUMBER

300 & 400 Block series in Section 08
 100 & 200 Block series in Section 17

Source: 1986 Sidwell tax maps

EXHIBIT D

LANDSCAPING/PARKING PAVEMENT GUIDELINE SPECIFICATIONS
PARKING LOT PAVEMENT MAINTENANCE AND REPAIRS
LINCOLN SQUARE MALL
URBANA, ILLINOIS

KGH No. 93-01-153
December 10, 1993

I. PARKING LOT PAVEMENTS

DESCRIPTION OF WORK

This work addresses the maintenance and repair of deteriorated asphalt parking lot pavement, preparation of base materials, installation of new pavement material, repair of existing pavement cracks, as well as lane and parking stall striping.

This work also addresses the installation of new asphalt pavement at the location of a presently existing building structure within Lot F.

PRODUCTS AND PROCEDURES

REMOVAL OF CONCRETE FOUNDATIONS AND PAVEMENTS - (LOT F)

- A. Existing concrete pavements and foundations to be removed are indicated on the attached pavement drawings.
- B. Remove the full depth of existing concrete pavements and base materials. Remove all debris, vegetation and other unsuitable materials with the exception of root systems for trees and shrubs that are to remain. Excavate all soft spots within the exposed sub-base materials and install new material equal to, or better than, the best subgrade material on the site. Compact the exposed subgrade to a uniform maximum density of 95 percent at optimum density when tested in accordance with ASTM D1557. The surface of the subgrade shall be hard, smooth, uniform and true to grade and cross-section.

- C. Cut down designated existing concrete foundation walls and support piers a minimum of 1 foot below the finish elevation of the new asphalt pavement construction.
- D. Install a minimum depth of 8 inches of CA-6 granular stone fill material conforming to applicable IDOT standards. Thoroughly compact all granular fill to provide the required uniform bearing support. Establish top surface elevations for the fill material to insure that adequate drainage slope is provided for the new asphalt pavement construction.
- E. Install new binder and surface wearing courses of asphalt in accordance with the methods described under "Patching".

PATCHING (ALL LOTS)

- A. Patching is to address localized deficiencies such as potholes, extensive alligator cracking, differential upheaval and pavement pumping.
- B. Carefully remove and set aside all existing wheel stops, signage, etc. as required for execution of repairs.
- C. Cut the perimeter of each patch location with a gas powered saw. Provide 90° right angles at all patch corners. Perimeter cuts are to be located a minimum of 1 foot outside of areas of distressed pavement.
- D. Remove existing asphaltic pavement and base materials to a depth necessary to provide required bearing support.
- E. Inspect exposed sub-base material and install CA-6 granular stone. Thoroughly compact all areas within the boundaries of the patch to provide the required uniform bearing support.
- F. Prime patch base and vertical edge surfaces with MC-30 primer, or approved equal.
- G. Install a base course of binder asphalt to provide a compacted finish thickness of 2-1/2 inches. Maximum aggregate size for base course to be 1 inch. Base course asphalt is to conform to the requirements of ASTM D3515.

- H. Install 1-1/2 inches of AC-10 bituminous wearing course and begin compaction operations as soon as practical. Provide uniform level top elevations with adjacent pavement constructions. Provide surface slope within patched areas for drainage. Maximum aggregate size for wearing course to be 3/8 inches. Wearing course asphalt to conform to the requirements of ASTM D3515.
- I. Surface rolling shall start as soon as hot mix material can be compacted without displacement. Continue rolling operations until thoroughly compacted and all roller marks have been removed.

CRACK REPAIR - Crack repairs are to be performed throughout all included pavement areas

- A. Areas mutually selected by the City of Urbana Engineer and the Lincoln Square Mall Owner containing concentrations of alligator cracks are to be repaired in the manner described for patching.
- B. Areas with low to moderate concentrations of alligator cracks that are generally less than 1/8 inch in width are to be repaired as follows:
 - 1. Clean surface of cracked area with brooms or, if necessary, compressed air.
 - 2. With an appropriate spray, prime the cleaned area followed by a re-coat of 0.15 to 0.25 gallons per square yard of tar emulsion sealer complying with ASTM D3320 and FS R-P 355d.
 - 3. Immediately after spray application, broadcast sealed area with 6 lbs of fine (No. 10 screenings maximum) silica sand per gallon of emulsion.
 - 4. Protect repaired pavement areas as required from exposure to pedestrian and vehicular traffic.
- C. Cracks 1/8 inch to 3/4 inches in width:
 - 1. Clean the full depth of the cracks of all obstructions including debris and vegetation.

2. Install elastomeric modified asphalt complying with ASTM D1190 or ASTM D3405 from the bottom up to completely fill the crack.
 3. Distribute fine (No. 10 screenings maximum) silica sand over the surface of the repaired cracks.
- D. Cracks wider than 3/4 inches in width:
1. Repair wider cracks in the method described for patch repairs.

RE-STRIPING - To be performed at locations of new asphalt, patches and crack repair within the included pavement areas.

- A. Layout and stripe patched and repaired pavement areas to match existing conditions. Utilize OSHA approved, fast-set traffic paint for all pavement markings. Colors to be selected by Owner.

CONCRETE CURBS

- A. Concrete curbs shall match the size and cross-sectional configuration of the existing installations.
- B. Type I concrete conforming to ASTM C150 is to be utilized for all concrete curb constructions. The concrete is to contain 6% +/-1% air entrainment agent conforming to ASTM C260. Water-reducing agents, if used, shall conform to the requirements of ASTM C494. Fine and course aggregates are to conform to ASTM C33 with maximum aggregate of 1-1/2 inches.

CLEAN-UP AND MISCELLANEOUS

- A. Broom clean all areas of the site as the work progresses.
- B. Damaged, spotted or smeared areas of the property site or building as a result of this work shall be cleaned and repaired by this Contractor.
- C. Areas damaged beyond repair shall be replaced by this Contractor at no additional cost.

- D. Clean-up all rubbish, debris, surplus materials, tools and equipment and remove from the site.
- E. Re-install all tire bumpers, signage, etc. removed to facilitate the execution of repair.

II. LANDSCAPING

Landscaping is to be incorporated to a level and quality consistent with landscaping presently existing at City of Urbana mini-parks and owned parking lots. Landscaping incorporated into the surface parking areas for the Lincoln Square Mall are to be maintained by the City of Urbana.

EXHIBIT "E"

REQUISITION

TO: Chief Administrative Officer, City of Urbana, Illinois
FROM: I.D.S. Life Insurance Company

This requisition for Developer reimbursement is made pursuant to the terms and conditions of a Redevelopment Agreement by and between the City of Urbana, Champaign County, Illinois and I.D.S. Life Insurance Company, a Minnesota Corporation.

- A. A copy of the Developer's "paid" tax bill for Lincoln Square Mall (P.I. 92-21-17-212-016) for tax year _____ is attached.
- B. The total costs of rehabilitation, construction, repair and remodeling incurred by the Developer in 1993 and 1994 for Lincoln Square Mall was \$ _____.
- C. Herberger's Prorata Taxes
1. Herberger's Rentable Area (numerator)

Lincoln Square Mall Rentable Area (denominator)
- D. Herberger's Prorata Taxes _____ X Total Paid Taxes _____
= Reimbursement \$ _____