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LEASE AGREEMENT

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Cook County Recorder 31.50



AGREEMENT of lease made this 6th day of April, 2001, by and between the Village of Franklin Park, a municipal corporation, of 9500 West Belmont Avenue, Franklin Park, Illinois, 60131, as LESSOR and Image Media, Inc., an Illinois corporation, as LESSEE.

- The undersigned, as LESSOR, hereby leases and grants exclusively to LESSEE, for the purpose of erecting and maintaining one double-face illuminated advertising structure not to exceed 20' x 60', 60 feet above the road to which the sign shows on municipal property within the Village of Franklin Park, State of Illinois, Cook County, Leyden Township, on a TBD location of LESSOR'S property on the North side of King Street, 772 feet West of Wolf Road visible to I-294. The location of the advertising sign shall be approved by the Village of Franklin Park prior to the construction of the sign, such approval not to be unreasonably withheld. This Lease Agreement shall commence on the date the structure is completed, and unless terminated earlier as provided, shall end forty (40) years from the commencement date.
- During the Lease Rental Period, LESSEE shall pay LESSOR rent annually, in advance, with the first annual rental payment due on the date the structure is completed, and each subsequent annual rental payment shall be due on the same date every year thereafter for the remainder of this Lease Agreement as follows:

<u>Year</u>	<u>Annual Lease Rent</u>	<u>Year</u>	<u>Annual Lease Rent</u>
One to Five	\$32,000.00	Twenty-one to Twenty-five	\$38,896.20
Six to Ten	\$33,600.00	Twenty-six to Thirty	\$40,841.01
Eleven to Fifteen	\$35,280.00	Thirty-one to Thirty-five	\$42,883.06
Sixteen to Twenty	\$37,044.00	Thirty-six to Forty	\$45,027.21

In the event that LESSEE erects and maintains a double-face illuminated advertising structure measuring 14' x 48', 40 feet above the road to which the sign shows, the following Alternative Annual Lease Rent shall apply:

<u>Year</u>	<u>Alternative Annual Lease Rent</u>	<u>Year</u>	<u>Alternative Annual Lease Rent</u>
One to Five	\$28,000.00	Twenty-one to Twenty-five	\$34,034.17
Six to Ten	\$29,400.00	Twenty-six to Thirty	\$35,735.87
Eleven to Fifteen	\$30,870.00	Thirty-one to Thirty-five	\$37,522.66
Sixteen to Twenty	\$32,413.50	Thirty-six to Forty	\$39,398.79

The Alternative Annual Lease Rent shall apply to this Lease Agreement only for the time periods that LESSEE erects and maintains a 14' x 48' double-face illuminated advertising structure. If LESSEE erects and maintains an advertising structure of any other dimensions during the Lease Rental Period, then the Alternative Annual Lease Rent shall not apply.

Upon the expiration of the forty (40) year Lease Rental Period, this Lease Agreement shall continue in full force and effect under the existing terms and conditions on a year to year basis, until terminated with written notice sixty (60) days prior to the end of that lease year.

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3. A. To the fullest extent permitted by law, LESSEE shall defend and hold LESSOR harmless and indemnify LESSOR, its officials and employees from and against all liability, claims, damages, losses and expenses, including but not limited to attorneys' fees, caused by, arising out of or resulting from the negligent acts or omissions of LESSEE, in the construction, operation, painting, maintenance, repair and/or removal of LESSEE's signs and apparatus on the property, provided that such liability, claim, damage, loss or expense is attributable to bodily injury or property damage including loss of use resulting therefrom, but only to the extent caused by negligent acts or omissions of LESSEE, anyone directly or indirectly employed by LESSEE or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to party or person described in this paragraph.
- B. In claims against any person or entity indemnified under this paragraph by an employee of LESSEE, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for LESSEE under workers' or workmens' compensation acts, disability benefits acts or other employee benefit acts.
- C. LESSEE understands and agrees that any insurance policies required by this Lease Agreement, or otherwise provided by LESSEE, shall in no way limit the responsibility to indemnify, keep and save harmless and defend LESSOR, its officials and employees as herein provided.
- D. LESSOR agrees to save LESSEE harmless from claims or demands on account of bodily injury or physical property damage caused by or resulting from the negligent or willful acts of LESSOR or its agents.
4. LESSEE shall procure and maintain for the duration of the Lease Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the construction, operation, painting, maintenance, repair and/or removal of LESSEE's signs and apparatus on the property by LESSEE, its agents, representatives, employees or subcontractors.

A. **Minimum Limits of Insurance.**

LESSEE shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$1,000,000.00 per person per aggregate;
2. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability Limits of \$500,000.00 per accident.

B. **Deductibles and Self-Insured Retentions.**

Any deductibles or self-insured retentions must be declared to and approved by LESSOR.

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C. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain the following provisions:

1. Commercial General Liability Coverages:

- a. LESSOR, its officials, employees and volunteers are to be covered as insureds as respects: liability arising from the construction, operation, painting, maintenance, repair and/or removal of LESSEE's signs and apparatus, as well as equipment procured, owned, leased, hired or borrowed by LESSEE. The coverage shall contain no special limits on the scope of the protection afforded to LESSOR, its officials, employees or volunteers;
- b. LESSEE's insurance coverage shall be primary insurance as respects LESSOR, its officials, employees and volunteers. Any insurance or self-insurance maintained by LESSOR, its officials, employees or volunteers shall be excess of LESSEE's insurance and shall not contribute with it;
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to LESSOR, its officials, employees or volunteers; and
- d. LESSEE's insurance coverage shall state that LESSEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

2. Workers' Compensation and Employers' Liability Coverage.

The insurer shall agree to waive all rights of subrogation against LESSOR, its officials, employees and volunteers for losses arising from the construction, operation, painting, maintenance, repair and/or removal of LESSEE's signs and apparatus.

3. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after sixty (60) days prior written notice has been given to LESSOR.

D. Acceptability of Insurers.

1. The insurance carrier used by LESSEE shall have a minimum insurance rating of A, VII according to the AM Best Insurance rating Schedule and licensed to do business in the State of Illinois.
2. LESSEE shall furnish LESSOR with certificates of insurance naming LESSOR, its officials, agents, employees and volunteers as additional insureds, with all rights of a primary insured. The certificates of insurance shall contain the original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The

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certificates and endorsements may be on forms provided by LESSOR and are to be received and approved by LESSOR before any work commences. LESSOR reserves the right to request full certified copies of the insurance policies.

5. LESSEE shall have the right of free ingress and egress to and from the property site; the right to provide or establish electrical power to the property site and place other necessary equipment, including but not limited to, structures, devices, illumination facilities, service ladders, and other appurtenances thereon; the right to re-paint copy and add various components to the sign structure from time to time.
6. LESSOR warrants that it is the legal owner of the real property on which the sign is to be located and that it has full authority to enter into this Lease Agreement. LESSOR warrants that if LESSEE shall pay the rent provided for herein, LESSEE shall and may peacefully and quietly have, hold and enjoy the use of the property site for the term of this Lease Agreement. LESSEE shall not cause or allow a lien to be placed on LESSOR's property.
7. LESSOR agrees that it, its tenants, agents, employees, or other persons acting in its or their behalf shall not place or maintain any object or foliage, on the property or on any contiguous neighboring property which LESSOR owns or controls, which would in any way obstruct or impair the view of LESSEE's sign structures. If such an obstruction or impairment occurs, LESSEE, without limiting such other remedies as may be available, has the option of requiring LESSOR to remove said obstruction or impairment, or LESSEE may modify or relocate the sign structures to any other lawful site(s) satisfactory to LESSEE on LESSOR's property which is the subject of this Lease Agreement, and LESSOR agrees to pay all such relocation costs, and LESSEE may reduce the rent herein paid to the sum of ONE HUNDRED (\$100.00) Dollars per year so long as such obstruction or impairment continues and LESSEE has not modified or relocated the sign structures.
8. If at any time the sign is permanently obstructed or obscured beyond the control of the LESSOR as described in paragraph 7, or the advertising value of the sign is permanently diminished, or the installation and use of the sign is prevented or restricted by law, or if there occurs a permanent reduction of 30% or more of traffic, or a permanent diversion of traffic or a permanent change in the direction of traffic visible to the sign, LESSEE may at its option, terminate this Lease Agreement by giving LESSOR fifteen (15) days notice.
9. It is agreed between the parties that LESSEE shall remain the owner of all advertising signs, structures, and improvements erected or made by LESSEE, and that notwithstanding the fact that the same constitutes real estate fixtures, LESSEE shall have the right to remove said signs, structures, and improvements at any time during the term of this Lease Agreement, and/or subsequent renewals. Upon the termination of this Lease Agreement, or any extended term of this Lease Agreement, LESSEE shall have the right to remove at any time prior to or within one hundred twenty (120) days, said signs, structures, and improvements placed above and below ground thereon by LESSEE at the sole expense of LESSEE. If said signs, structures, and improvements are not removed from LESSOR's property prior to or within one hundred twenty (120) days of the termination of this Lease Agreement, or any extended term of this Lease Agreement, said signs, structures, and improvements shall constitute real estate fixtures, and LESSOR shall become the owner of all advertising signs, structures, and improvements erected or made by LESSEE on LESSOR's property, or in the alternative, LESSEE may post a surety bond guaranteeing the removal of said signs, structures, and improvements located on LESSOR's property in a form and from an institution acceptable to LESSOR prior to the commencement of construction of any signs, structures, and improvements. If LESSEE is to remove said signs, structures, and improvements for any reason as per the terms of this Lease Agreement, such removals shall include removing the structure down to grade and restoring the surface to its natural condition. Any damage done as a result of such removals shall be repaired by LESSEE, if LESSEE is notified by

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LESSOR within thirty (30) days after damage occurs.

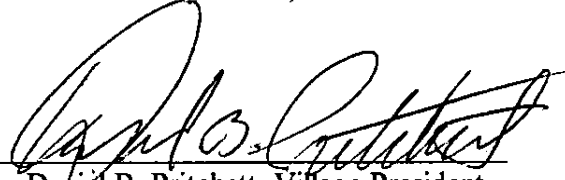
10. LESSEE shall pay a lease acceptance fee equal to the first years lease payment upon execution of this Lease Agreement. The fee shall be due and payable within ten days of the date of this Lease Agreement. If payment is not received, LESSEE shall forfeit any and all rights hereunder. The fee shall be used in part to relocate required utilities and insure sign site is free of sub-grade obstructions. The lease fee shall be credited against the first years lease payment and the second annual payment shall be due one year from the date the structure is completed. If LESSOR cannot deliver and make available the sign site free of sub-grade utilities and obstructions within six months from the date of this Lease Agreement, LESSEE may demand and LESSOR shall agree to reimburse the previously received lease acceptance fee and terminate this Lease Agreement.
11. Nothing in this Lease Agreement shall be determined to be or be construed as approval for any variances, special uses, conditional uses, or any other zoning relief as may be required to construct an advertising sign per the specifications of this Lease Agreement.
12. This Lease Agreement is binding upon and inures to the benefit of the heirs, executors, successors, and assigns of LESSEE and LESSOR. Neither LESSEE nor LESSOR shall assign this Lease Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.
13. The failure of LESSOR or LESSEE to insist, in any one or more cases, upon the strict performance of any of the terms, covenants, conditions or provisions of this Lease Agreement shall not be construed as a waiver or relinquishment in the future of any such term, covenant or provision.
14. All rents to be paid pursuant to this Lease Agreement and all notices required herein are to be forwarded to LESSOR at the address noted above LESSOR's signature. All notices sent by LESSOR or LESSEE are to be sent by Certified Mail, Return Receipt Requested. Notices sent to LESSEE are to be sent to 642 North Dearborn, Suite 400, Chicago, Illinois, 60610, or such address as may be given in the future. Notices shall be effective as of the date of mailing.
15. This Lease Agreement shall be governed in all respects by the laws of the State of Illinois. If any word, clause, phrase, provision, or portion of this Lease Agreement or the application thereof to any person or circumstances shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease Agreement nor any other, clause, phrase, provision or portion hereof to other persons or circumstances.
16. This Lease Agreement shall constitute the sole agreement of the parties relating to the lease of the above described premises. Neither party will be bound by any statements, warranties, or promises, oral or written, unless such statements, warranties, or promises are set forth specifically in this Lease Agreement.
17. A copy of this Lease Agreement shall be recorded with the Cook County Recorder of Deeds.
18. LESSOR for its part, and LESSEE for its part, agree that it has carefully read the foregoing Lease Agreement and understands fully the covenants and obligations of both the parties. LESSOR and LESSEE agree that they will each cooperate with one another and will use their best efforts to have the structure completed at the earliest date possible.

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ACCEPTED: **IMAGE MEDIA, INC.**
642 North Dearborn Street
Suite 400
Chicago, Illinois 60610

ACCEPTED: **VILLAGE OF FRANKLIN PARK**
9500 West Belmont Avenue
Franklin Park, Illinois 60131

By: 

By: 
Daniel B. Pritchett, Village President

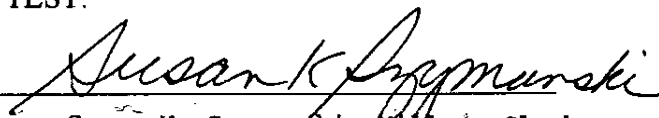
Print Name: Michael E. Scelsio

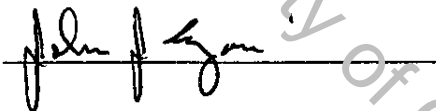
Date: 4-10-01

EXECUTED by LESSEE in the presence of:

ATTEST:

Print Name: John J. Chirzowce


Susan K. Szymanski, Village Clerk

Witness: 

Property of Cook County Clerk's Office

Prepared by and return to:
Peter A. Pacione
Storino, Ramello & Durkin
9501 West Devon Avenue, Suite 800
Rosemont, Illinois 60018

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