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Cook County Recorder

67.50

OSTIAN MEDIA GROUP, INC.

Ostian Media Group, Inc. Lease For Outdoor Advertising Billboard



AGREEMENT of lease made on the date that this lease is executed by and between JOHN MANNA and ROSA MANNA, as Landlord and the OSTIAN MEDIA GROUP, INC., an Illinois corporation, as Tenant:

WITNESSETH:

WHEREAS, Tenant seeks to enter into a lease with Landlord, which lease covers certain premises more particularly described in such lease on real property located at the common address of 9731 W. Irving Park Rd., in Schiller Park, County of Cook, Illinois, and more particularly described in Exhibit A attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and agreements between Landlord and Tenant herein contained, and in consideration of Tenant agreeing to expend time, effort and money to obtain an outdoor advertising permit from the municipality of Schiller Park, Illinois, and in consideration of Tenant agreeing to expend time, effort and money to obtain an outdoor advertising permit from the Illinois Department of Transportation, and in consideration of Tenant agreeing to finance, erect, construct, and maintain the outdoor advertising billboard which is the subject of this lease, in exchange for which Landlord agrees to allow Tenant to place, erect, construct, and maintain said billboard on Landlord's property, and in exchange for which Landlord agrees that Tenant shall enjoy rights of quiet and peaceful possession for the benefit of Tenant, and in exchange for which Landlord shall receive a monthly rent more particularly described in the body of this agreement, and in consideration of other good and valuable consideration, each to the other, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree, covenant, and warrant as follows:

1. Landlord hereby exclusively leases to Tenant, certain Property at the common address of 9731 W. Irving Park Road, in Schiller Park, County of Cook, Illinois, and more particularly described in Exhibit A attached hereto and made a part hereof, on the south side of Irving Park Road in the municipality of Schiller Park, County of Cook, State of Illinois ("Property"), for a period of 20 years at a rental of see RENTAL SCHEDULE attached hereto and made a part hereof, per year payable on a monthly basis beginning on the date the first advertising is painted or placed. No rental shall be paid when advertising copy is not displayed.

2. It is understood that permission is granted to the Tenant to illuminate, place paint and maintain advertising on a monopole or bipole or multi-pole advertising sign structure with two faces on said Property for advertising purposes, and any necessary supporting structures, devices, illumination facilities and connections, service ladders, and other appurtenances thereon. The sign board shall be either 20' by 60' or 14' by 48' or 10' by 36' or the largest area allowed by the municipality of Schiller Park or an area deemed by Tenant to be economically practicable. It is agreed between the parties that Tenant shall remain the owner of all advertising signs, structures, and improvements erected or made by Tenant, and that, notwithstanding the fact that the same constitutes real estate fixtures, the Tenant shall have the right to remove said signs, structures,

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and improvements at any time during the term of the Lease, or within 90 days after the expiration or termination of this lease. Any fixtures, equipment or materials or other apparatus installed by the Tenant shall remain the property of Tenant at all times. The Tenant shall have the right to remove, replace and/or alter said advertising graphics, size and/or shape, and improvements at any time during the term of this Lease Agreement. At any time during the term of the Lease, or upon the expiration or termination of the lease relationship between Landlord and Tenant, Tenant shall have the right to remove, within ninety (90) days, all fixtures, equipment or materials placed above and below ground thereon by Tenant at the sole expense of Tenant.

3. Landlord shall not cause nor permit any new advertising other than Tenant's to be placed on the above described Property or within five hundred feet (500) thereof on any real estate owned or controlled by Landlord, nor cause nor permit Tenant's advertising to be or become obscured from the roadway, without the written consent of Tenant.

4. Tenant shall have the right of reasonable ingress and egress to and from the Property to provide or establish electrical power to the Property and place incidental equipment thereon which shall include, but is not limited to, the installation of electrical meters at Tenant's expense. Tenant shall have the right to relocate the sign to lawful site(s) satisfactory to Tenant and Landlord on Landlord's property if the maintenance of the advertising on the Property described herein is forbidden by federal, state or local statute, ordinance or regulation.

5. Landlord warrants that he is the owner of the Property and that he has full authority to enter into this Lease Agreement. Landlord warrants that if Tenant shall pay the rent provided for herein, Tenant shall and may peaceably and quietly hold and enjoy the use of the Property for the term of this Lease Agreement. Landlord warrants that there is no mortgage, lien, or other encumbrance on the property.

6. (a) It is the understanding of the parties that visibility of the advertising to the traveling public is of the essence of this Lease Agreement and forms a significant element of consideration. If at any time in the opinion of the Tenant said advertising is entirely or partially obscured, or if Tenant is prevented by an adjacent property owner, or person in charge or authority having jurisdiction, from maintaining or using the Property hereby leased, or in the event of a national emergency, or if there is any legislation prohibiting any particular classification of outdoor advertising or if the Tenant is prevented occupancy of the subject property for maintenance and/or display of outdoor advertising due to any statute, ordinance, regulation or ruling of the State of Illinois, County of Cook, or the municipality of Schiller Park, Illinois, or any department or agency of any such governmental authority, or upon any change of traffic directions, or any other situation affecting the advertising value of the location, then Tenant may terminate the Lease Agreement at its sole option at any time providing Landlord with thirty (30) days notice of termination.

(b) In addition to Tenant's right to terminate as stated herein, in the event that legal authority, such as sign and/or zoning ordinances (or other legal authority) may prevent, or be interpreted to prevent placing, painting, maintenance or display of outdoor advertising at the subject location, Tenant shall have authority under this Lease Agreement to take all measures it deems necessary and proper to obtain legal approval or authority from appropriate governmental bodies regulating

sign placing, painting, maintenance, and display in the jurisdiction of the subject property. Tenant may continue to pursue its remedies, both administrative and judicial, including litigation and appeals if necessary, until legal authority to paint, place, maintain and display outdoor advertising at the subject location is finally approved or finally denied, or until Tenant, at its sole option, abandons its efforts to obtain legal authority for placing, painting, maintenance and display of its advertising.

(c) Landlord agrees that he, his tenants, agents, employees, or other persons acting in his or their behalf shall not place or maintain any object on the property or on any neighboring property which would in any way obstruct or impair the view of Tenant's sign structures. If such an obstruction or impairment occurs, the Tenant, without limiting such other remedies as may be available, has the option of requiring the Landlord to remove said obstruction or impairment, or the Tenant may itself remove the obstruction or impairment charging the cost of said removal to the Landlord, or the Tenant may reduce the rental herein paid to the sum of Five (\$5.00) Dollars per year so long as such obstruction or impairment continues.

(d) If Tenant finds within 24 months, after entering into this Lease Agreement, that placing, erecting, constructing, or maintaining the billboard which is the subject of this lease would be uneconomical for any reason, or that it would be impractical to place, erect, construct, or maintain said billboard due to engineering or architectural circumstances on the particular location of the subject Property, or that placing, painting or displaying of its advertising will require structural improvements to Landlord's property, or any other improvements thereon, or that painting or placing will be hampered or made unsafe due to conditions caused by nearby properties or land uses, including but not limited to, utility poles, visible obstructions, wire or conveyances, then Tenant, at its sole option, may terminate this Lease Agreement by providing notice of termination to Landlord within thirty (30) days of discovery by Tenant of the offensive condition or circumstances.

(e) If Tenant is prevented by law, or government or military order, or other causes beyond Tenant's control from illuminating its signs, Tenant may reduce the rental provided by this agreement to one dollar per month, with such reduced rental to remain in effect so long as such condition continues to exist.

(f) This lease may be terminated by either Landlord or Tenant upon 30 days notice if Tenant fails to erect its sign, or the monthly payments do not begin, within 24 months from the date of this agreement.

7. Tenant shall defend and hold the Landlord harmless and indemnify the Landlord from any and all liability resulting from bodily injury or physical property damage caused by or resulting from the negligent acts of Tenant's agents or employees in the painting, placing, maintenance, repair and/or removal of Tenant's advertising and apparatus on the Property, or by reason of any advertising copy displayed and expenses including attorneys fees incurred by Landlord arising out of or relating to this lease for the negligent acts of Tenant. Landlord agrees to save Tenant 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 Landlord or its agents or employees. Landlord also agrees to hold Tenant harmless for any environmental cleanup costs for

environmental problems whether or not Landlord caused or contributed to the presence of environmental problems associated with the property.

8. At the termination of this Lease Agreement, Tenant shall have the right of first refusal to enter into another Lease Agreement with the Landlord upon the same terms and conditions offered by, or to, any other entity for the purpose of leasing said Property for outdoor advertising. Tenant shall have thirty (30) days from date of receipt of written offer to exercise its right of first refusal.

9. This Lease Agreement shall not obligate Tenant in any way until it is accepted and signed by an executive officer of Tenant. It is understood that this Lease Agreement contains the entire agreement and understanding between the parties and supercedes all prior representations, understandings and agreements relating to this Property. This Lease Agreement shall be binding upon and inures to the benefit of the heirs, executors, personal representatives, successors, assigns and sublessees for the parties herein.

10. All notices herein shall mean written notice, Certified Mail, Return Receipt Requested, to either Landlord or Tenant at their respective addresses listed below, until notified by either party of change of address.

11. In the event Tenant fails to perform under the terms of this Lease Agreement, Landlord shall provide written notice to Tenant of such failure and Tenant may cure such failure within (30) days from the date of such written notice.

12. Landlord may assign or sublet this lease to a third party without obtaining Tenant's consent. Tenant may assign or sublet this lease to a third party without obtaining the Landlord's consent. It is understood by the parties to this lease that the right to assign or sublet this lease is an important aspect of this lease.

13. Since Tenant must invest significant dollar amounts under this lease, Landlord agrees to obtain a Non-disturbance Agreement from all mortgagees, if any, of the Property stating that, provided the Tenant is not in default under this lease, the mortgagees will not disturb the Tenant's possession of the premises upon foreclosure. Within 21 business days from the date that Landlord signs this Lease, Tenant shall provide Landlord with a draft copy of the Non-disturbance Agreement that Landlord shall present for approval and signature to each mortgagee. Landlord shall present the Non-disturbance Agreement to each mortgagee within 30 days from the date that Tenant shall provide Landlord the draft copy of said Non-disturbance Agreement. **If there is no mortgagee for the Property, then a Non-disturbance Agreement will not be necessary.**

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date written below.

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TENANT:

OSTIAN MEDIA GROUP, INC.

P.O. Box 64755

Chicago, IL 60664-0755

00301806

ACCEPTED BY:

Francis Ostian

Francis Ostian,
President, and Secretary

April 5, 2000

STATE OF ILLINOIS)

COUNTY OF COOK)

I Sonia Garcia, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Francis Ostian, the President and Secretary of OSTIAN MEDIA GROUP, INC., personally known to me to be the person whose name is subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged to me that as such President and Secretary he signed and delivered the said instrument as President and Secretary of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of April, 2000.

My commission expires April 18, 2000

Sonia Garcia

NOTARY PUBLIC



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LANDLORD:

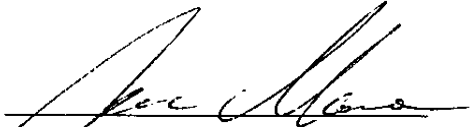
JOHN MANNA and ROSA MANNA

9731 W. Irving Park Road

Schiller Park, IL 60176

00301806

ACCEPTED BY:


John Manna

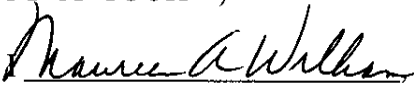
DATE 4-7-00


Rosa Manna

DATE 4-7-00

STATE OF ILLINOIS)

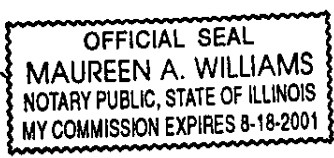
COUNTY OF COOK)

 a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that John Manna and Rosa Manna, the owners of the property described in the attached instrument, personally known to me to be the persons whose names are subscribed to the foregoing instrument as such owners, appeared before me this day in person and acknowledged to me that as such owners they both signed and delivered the said instrument as the owners of said Property, as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7th day of April 2000

My commission expires 8-18-2001


NOTARY PUBLIC



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RENTAL SCHEDULE

Prior to construction of billboard, and after construction of billboard but when no advertising copy is being displayed, no monthly rental shall be owed or paid. When advertising copy is displayed, TENANT shall pay to Landlord the following amounts as and for lease rental on a monthly pro-rated basis:

Each of years	Total per year	Amount paid per month
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One through Twenty		
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~~Subject to the terms of this Lease and rental schedule, which is a part of this Lease, the total amount to be paid over the life of the Lease when advertising copy is displayed is~~

Property of Cook County Clerk's Office

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EXHIBIT A

00301806

LEGAL DESCRIPTION OF LEASED PROPERTY

Lot 1 and Lot 2 in Gurr's third homestead subdivision of the southpart of the west half of the west half of the east half of the southeast quarter of section 16, Town 40 North, Range 12, East of the third principal meridian, in Cook County, Illinois. The billboard will be placed along the northern line of said property.

Permanent Real Estate Index Number 12-16-408-008-0000

Common street address 9731 W. Irving Park Road, Schiller Park, County of Cook, Illinois



Francis L. Ostian
40.50 N. Marine Dr.
2229
Chicago, IL 60613

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