

# UNOFFICIAL COPY



Doc#: 0812034077 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/29/2008 02:24 PM Pg: 1 of 3

## **BRESSLER OUTDOOR ADVERTISING, LLC WALL LEASE AGREEMENT**

LOT 7 IN THE SUBDIVISION OF THE SOUTH ½ OF BLOCK 4 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTH FRACTIONAL ¼ OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THIS IS NOT HOMESTEAD PROPERTY

Property Index Numbers: 17-03-206-014-0000

Address of Real Estate: 930 N. Rush Street, Chicago, Illinois 60611

Instrument prepared by:  
Lamar Advertising  
500 N. Michigan Ave.  
Chicago, IL 60611

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## BRESSLER OUTDOOR ADVERTISING, LLC

### WALL LEASE AGREEMENT

875  
2 pages

THIS LEASE AGREEMENT ("Lease") is made and entered into this 20 day of Feb, 2001, by and between Giuseppe Insera whose address is 4915 N. Chester Norridge IL (referred to herein as "Lessor"), and Bressler Outdoor Advertising, LLC, 170 W Fairbanks Ave, Suite 102, Winter Park, Florida 32789 (referred to herein as "Lessee"). In consideration of the mutual covenants and representations herein contained, Lessor and Lessee agree as follows:

**Description of Property:** In consideration of the rent provided for in this Lease, Lessor leases to Lessee space upon the building structure belonging to Lessor located at 930 N. Rush St. in the City of Chicago, IL, County of Cook, State of IL (hereinafter referred to as the "Property")

**Use of Property:** Lessee shall use the Property for the purpose of hanging, mounting, operating, repairing, maintaining, improving, modifying and removing one (1) illuminated outdoor advertising vinyl, electric advertising cabinet, or mural (referred to herein as "advertising wall sign"). Lessee shall be entitled to use that portion of the Property which it deems to be the most economically beneficial portion of the Property to hang or mount the advertising wall sign, illumination device, and all other auxiliary material and devices which are necessary for the operation of the advertising wall sign. Lessor hereby grants to Lessee, any agent of Lessee, and/or any subcontractor working on behalf of Lessee with the free right of ingress and egress, by all means, over so much of the land surrounding the Property as well as those areas within the building structure as may be required for the temporary and intermittent staging of maintenance trucks, equipment, and/or personnel for the purpose of hanging, mounting, operating, repairing, maintaining, improving, modifying and removing the advertising wall sign, including all necessary utility services. Lessor agrees that Lessee shall enjoy reasonable ingress and egress to the property, including all interior and exterior areas of the building, at all times during the term of this Agreement. Lessor shall be responsible for the wiring, noticing and payment of electricity which is associated with the illumination of the advertising wall sign.

**Term:** The Development Term of this Lease shall commence upon execution of this document and shall continue until the creation of the advertising display has been completed and, either the posting of the first paid advertisement upon the sign structure or 90 days following Lessee's receipt of a final inspection from the applicable governmental authority, whichever occurs first. The Initial Term of this Lease shall commence once the creation of the advertising display has been completed and, either the posting of the first paid advertisement upon the sign structure or 90 days following Lessee's receipt of a final inspection from the applicable governmental authority, whichever occurs first (hereinafter called "an effective date"). Unless terminated earlier in the manner hereinafter set forth, the Initial Term shall continue for an initial period of one (1) year from the first day of the first month following the effective date. Upon expiration of the Initial Term, this Lease shall automatically renew consecutively on a year to year basis (hereinafter called "the Renewal Term"), until such time as either party gives the other party a minimum of sixty (60) days written notice that the Lease will terminate at the end of the then current term.

**Consideration:** Lessee shall pay a one-time, non-refundable fee for the Development Term of this Agreement in the amount of ONE HUNDRED DOLLARS (\$100.00) upon the completed execution of this Agreement by all parties. Lessee shall pay Lessor an annual base rent, during the Initial Term and any Renewal Term, in the amount of THIRTY THOUSAND DOLLARS (\$30,000.00), which shall be paid annually in advance, and such payment shall commence on the effective date. Lessee shall provide additional annual base rent to Lessor which shall be determined by taking thirty three percent (33%) of the advertising revenue received at this location each lease year, less the annual base rental amount paid each lease year. Such percentage rent, if applicable, will be calculated and paid annually in arrears within 30 days following each lease year anniversary. An accounting of advertising revenue received will be due annually. In the event thirty three percent (33%) is less than the annual base rent paid any year, no percentage rent shall be due. In no event shall the annual lease rent be less than the specified annual base rental amount.

**Binding Effect:** Lessor represents and warrants that he is the owner in fee or the authorized agent of the owner in fee of the Property and that Lessor has the right and authority to enter into this Lease. It is specifically intended that the rights, benefits, and liabilities created hereunder shall run with the Property for the term of this Lease and are thereby binding upon and due to the benefit of Lessor, Lessee, and their respective heirs, personal representatives, assigns, and successors. This agreement may be assigned by either party. Lessor agrees to notify Lessee of a change or transfer in ownership or control of the Property thirty (30) days in advance of such change.

**Additional Terms:** \_\_\_\_\_

LESSOR  
BRESSLER OUTDOOR ADVERTISING, LLC  
BY: [Signature]  
ITS: SRVP-REALESTATE  
Address: 170 West Fairbanks Ave., Suite 102  
Winter Park, Florida 32789  
Telephone: 1 (407) 622-1040

LESSOR  
X Giuseppe Insera  
BY: Giuseppe Insera  
ITS: owner  
Address: 4915 N. Chester  
Norridge IL 60456  
Telephone: 708-452-8433 hm (am)  
812-337-7726

SS.# 354-36-7006

**COPY**

THE SIGNATURES OF THE PARTIES EXCEEDED THIS BOUNDARY  
BE COPIES AND ARE NO

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## STANDARD CONDITIONS

**Termination:** The Lessor shall have the right to terminate this Lease in years 4-10 in the event the Lessor develops the Property in a manner requiring removal of the advertising wall sign from the Property or in the event the Property is sold. In such event, the Lessor shall give the Lessee sixty (60) days written notice of Lessor's intent to terminate this Lease. In no event shall Lessor's advertising wall sign, personal property and/or fixtures remain on the Property beyond the expiration or termination of this Lease. Upon payment of prorated quarterly rent the Lessee shall have sixty (60) days to remove the advertising wall sign. The Lessee shall have the right to terminate this Lease, in its sole discretion, based upon profitability or if the proposed site is deemed unacceptable by Lessee for advertising purposes or if Lessee is denied access to the property by an unrelated third party (i.e., adjacent landowner). Lessee's right of termination is applicable to the Development Term, the Initial Term and any Renewal Term. Lessee shall have the right to remove its advertising wall sign from the Property during the term of this Lease, upon termination or expiration.

**Compliance With The Law:** In its use of the Property, Lessee shall fully comply with all applicable federal, state, county, and municipal statutes, rules, regulations, and ordinances, as it applies to the operation of an advertising wall sign together with any safety regulations which may be associated with said operation. Lessee shall secure from the proper authorities all required licenses and permits before hanging or mounting the advertising wall sign or illumination devices on the Property. If the use of the sign is disputed by a local or state agency, Lessee shall be permitted to continue to display its advertising message on the Property under the terms of this lease until any and all binding judgments have been made to establish the validity of the subject site. All legal costs and penalty fees associated with a disputed ordinance or regulation shall be borne by the Lessee. Lessor agrees to notify Lessee immediately upon the receipt of any notice or violation received from any governmental authority regarding the wall sign and shall immediately provide Lessee with a copy of the notice or violation.

**Repairs and Maintenance:** Lessee shall, at all times during the term of this Lease, keep the advertising wall sign and illumination device placed by Lessee on the Property in good repair, and shall maintain the sign at all times in a clean and attractive condition.

**Ownership of Improvements:** Any improvements or materials placed by Lessee on the Property shall remain the sole and exclusive property of the Lessee. In addition, any licenses or permits obtained for said advertising wall signs shall remain the exclusive property of Lessee.

**Governmental Approval:** Lessor's obligations under this Lease are contingent upon Lessee obtaining the necessary governmental approvals. All costs and expenses associated with obtaining said approvals shall be borne by Lessee and Lessor shall cooperate fully with Lessee and shall execute all instruments necessary or appropriate to obtaining this approval, including the execution of any documents required to pursue a legal challenge to obtain the permits.

**Indemnity:** Lessee agrees to hold Lessor harmless from any and all damages to persons or property by reasons of negligent or willful acts by Lessee or Lessee's agents or employees in the hanging, mounting, operation, maintenance, repair, change or removal of the advertising wall sign. Any damage caused to the Property which is a direct result of Lessee's advertising wall sign or illumination device being attached to the Property shall become the responsibility of Lessee and, in the event of any such damage, Lessee shall restore that portion of the damaged Property back to its pre-lease condition (i.e., Lessee will restore that portion of the wall which may be damaged by the advertising wall sign). Lessee agrees to carry, at its own cost and expense, adequate public liability insurance covering any such contingency so long as the advertising wall sign shall remain on the Property. Lessor agrees to hold Lessee harmless from any and all damages resulting from any negligent or willful act of Lessor.

**Disputes:** In the event of any dispute as to any party's compliance with the terms hereof or as to the validity of this Agreement, both parties acknowledge and confirm that this Agreement shall be governed by the Uniform Commercial Code, Section 2A titled "Leases." In the event of any aforementioned dispute, the prevailing party in any legal action related thereto shall be entitled to recover all of its attorneys' fees and costs, whether incurred before trial, at trial or upon all appellate levels. Lessor's principal place of business is in Orlando, Orange County, Florida. Accordingly, any disputes shall be governed by Illinois law and shall be brought in the Circuit Court, Cook County, Illinois.

**Severability:** If any provision of this lease is determined by a court of competent jurisdiction to be illegal or otherwise unenforceable, such provision shall be deemed to be deleted and this lease shall be read, interpreted and enforced without such provision.

**Advertising Copy:** Lessee will not place advertising copy on the Property that competes with the Lessors on-site business (i.e., identified as restaurant or pizza) for the purpose of this lease. Lessee agrees not to place any advertising copy on the Property that promotes the following: adult entertainment (topless clubs, adult bookstores, etc.), tobacco, socially or politically sensitive issues

**Entire Agreement:** This Agreement contains the entire understanding between the parties hereto. There are no other representations, arrangements, understandings or agreements, oral or written, among parties hereto, relating to the subject matter hereof. No changes, alterations, modifications, additions, or deletions to the terms of this Agreement shall be made or be binding unless made in writing and signed by all parties hereto. This agreement shall be deemed to have been executed and its terms and conditions accepted only upon the acceptance by an authorized agent of Company.

**Notice:** Notice sent under this Lease shall be written and sent by certified mail to the addresses listed herein.

**Taxes:** Lessor shall be responsible for all taxes levied against the Property and Lessee shall be responsible for all taxes levied against the advertising wall sign.