

UNOFFICIAL COPY

Permit & Lease Assignment

Date: December 2, 2014
 Assignor: Cardinal Outdoor, LLC
 Assignee: KEM Texas, Ltd.



Doc# 1629239162 Fee \$84.00
 RHSP Fee:\$9.00RPRF Fee \$1.00
 Karen A.Yarbrough
 Cook County Recorder of Deeds
 Date: 10/18/2016 04:04 PM Pg: 1 of 8

Lease Date: January 31, 2014

Lessor: Robbins Park District

Lessee: Cardinal Outdoor, LLC

Premises: on Interstate 294 339 feet west of Hamlin Ave., 24 feet from the north of the highway right-of-way on the east side, Robbins Park District, Cook County, Illinois; Known as Cook County Parcel# 28-02-318-039-0000

Assignor assigns to Assignee Assignor's interest in the Lease and in the IDOT Permit Number 016-35626 on the premises copies of which are attached hereto as Exhibit "A".

Assignee agrees to assume Tenant's obligations under the Lease and to accept the premises in their "AS IS" condition.

(ASSIGNEE)

KEM Texas, Ltd.
 By: **Analit USA Inc., General Partner**

By:
 Paul S. Covey, President

(ASSIGNOR)

Cardinal Outdoor, LLC

By:
 Brian Bobb

(LESSOR)

Robbins Park District

By:
 Maurice Nesbit, President

[ACKNOWLEDGMENTS]

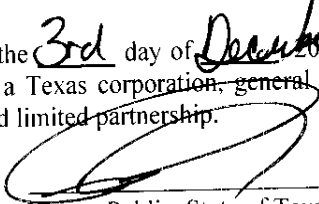
1762

3 N
 3 8
 3 N
 A N
 SC V
 E V
 INT W

UNOFFICIAL COPY

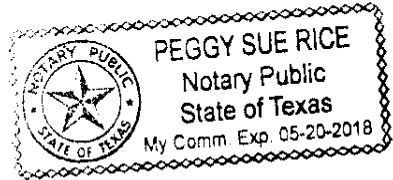
THE STATE OF TEXAS §
 §
COUNTY OF Bexar §

This instrument was acknowledged before me on the 3rd day of December, 2014, by PAUL S. COVEY, President of ANALIT USA INCORPORATED, a Texas corporation, general partner of KEM TEXAS, LTD., a Texas limited partnership, on behalf of said limited partnership.



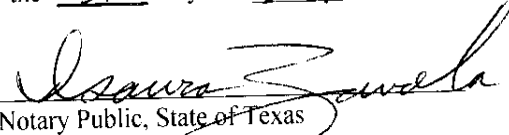
Notary Public, State of Texas

My commission expires: 5/20/18



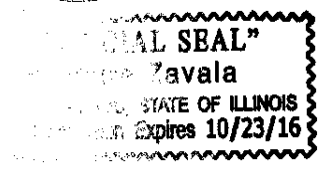
THE STATE OF ~~TEXAS~~ Illinois §
 §
COUNTY OF Cook §

This instrument was acknowledged before me on the 5th day of Dec., 2014, by



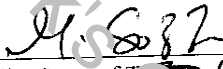
Notary Public, State of Texas

My commission expires: 10-23-16
"OFFICIAL SEAL"
Isaura Zavala
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 10/23/16



ILL
THE STATE OF ~~TEXAS~~ §
 §
COUNTY OF Cook §

This instrument was acknowledged before me on the 16th day of Dec., 2014, by Maurice Nesbit, President of the Board of Commissioners of the Robbins Park District.



Notary Public, State of ILLINOIS

My commission expires: 9-18-2015



UNOFFICIAL COPY



CARDINAL OUTDOOR

LEASE AGREEMENT – Lease Number RPD02 -Revised

WHEREAS, Cardinal Outdoor LLC, a Delaware limited liability company qualified to do business in Illinois (“Lessee” or “Tenant”), desires to lease a portion of the real estate commonly known as 140th Street and Springfield Avenue, situate in the County of Cook, State of Illinois (“the Property”), currently owned by Robbins Park District, (“Lessor”), to erect one (1) outdoor advertising structure;

WHEREAS, Lessee has identified the section of the Property Lessee desires to lease as being north of the I-294 Toll Way and south of 140th Street, being approximately ten foot by ten foot (10’ x 10’) sections of the Property, more particularly described on Exhibit A appended hereto (the “Premises”); Final individual site location approval shall be by the Lessor’s President and identified as Parcel Number 28-02-318-039. Lessee shall have access and utility easement for the duration of this lease across the following Parcel Numbers; 28-02-311-001,28-02-311-002,28-02-311-003,28-02-311-004,28-02-311-010,28-02-311-011,28-02-311-012,28-02-311-013,28-02-311-023,28-02-311-027,28-02-311-031,28-02-311-032,28-02-311-036,28-02-311-042,28-02-311-043,28-02-311-044,28-02-311-045,28-02-311-046,28-02-311-047,28-02-311-048,28-02-311-049,28-02-311-050,28-02-311-051,28-02-318-037,28-02-318-039,28-02-318-040

WHEREAS, notwithstanding the foregoing, Lessee desires to enter into this Lease Agreement (the “Lease”);

NOW THEREFORE, WITNESSETH, the parties hereto agree as follows:

1. Property; Purpose. Lessor hereby agrees to lease the Premises to Lessee for the purpose of construction, operation and maintenance of one outdoor advertising sign displays (the “Structure” and/or “Permitted Use”). The construction, operation and maintenance of the Structure shall be at the sole expense of Lessee. Lessor hereby grants Lessee, the electric utility company and surveyors all necessary rights of ingress and egress for access to the Premises and the Structure for the purpose of surveying, constructing and maintaining the Structures during Lessor’s normal business hours, so long as such ingress and egress does not unreasonably interfere with the business of the Lessor. Lessor shall be advised of the content, design and appearance of the display.

2. Morally Offensive. Lessee agrees not to place any advertisements on the structure subject of this lease that would be considered by Lessor to be morally offensive or indecent or sexually explicit or provocative.

3. Term; Option to Renew. This Lease shall be in effect for twenty (20) years commencing on the first day of the first month the structure has operating utilities. In the event the Illinois Department of Transportation or Village of Robbins denies Lessee’s application for permit(s), the Landlord and Tenant shall be released from all obligations contemplated by this Lease. Base Lease Rent has been paid on August 26, 2011 as required in Section 4.(b).(1.), and the continuance of Base Rent lease payment shall continue as define in Section 4.(b)(1)

4. Base Rent.

a. Monthly Rent

1. Years 1-5: Twelve Thousand dollars and 00/100 (\$12,000.00) dollars per year payable in one annual installment per year.
2. Years 6-10: Thirteen Thousand Two Hundred dollars and 00/100 (\$13,200.00) dollars per year payable in one annual installment per year.

UNOFFICIAL COPY

- Year 11-15: Fifteen Thousand dollars and 00/100 (\$15,000.00) dollars per year payable in one annual installment per year.
4. Years 16-20: Sixteen Thousand Five Hundred dollars and 00/100 (\$16,500.00) dollars per year payable in one annual installment per year.

- b. Base rent for year 1 of the lease shall be payable in the following:
1. Two Thousand dollars and 00/100 (\$1000.00) payable upon execution of lease. **(note paid in full on August 26, 2011)**
 2. Four Thousand Five Hundred dollars and 00/100 (\$4,500.00) payable upon obtaining both State and Local permits
 3. Six Thousand dollars and 00/100 (\$6,500.00) payable within 10 days post erection of billboard structure

5. Authorization. Lessee represents and warrants to Lessor that the construction, operation and maintenance of the Structure is permitted by state and local laws, and that (a) Lessee has obtained, at Lessee's expense, a site survey, and all necessary government approvals and permits; (b) all permits are in full force and effect; (c) such permits will be maintained by Lessee, at Lessee's expense; and (d) the permits will be used in compliance with all applicable laws, throughout the initial or any extended term of this Lease. All such permits shall remain the property of the Lessee.

6. Default. It shall be an event of default if Lessee fails to pay any Rent or any other money obligation to be paid by Lessee under the terms of this Lease when due; or if Lessee shall fail to perform or observe any of its other obligations under this Lease and shall fail to correct such default within thirty (30) calendar days after written notice by Lessor to Lessee of such default; or if Lessee abandons or vacates the Premises or the use or operation of the Structures is prohibited by law or Lessee becomes insolvent or a bankruptcy petition is filed by or against Lessee or Lessee enter into any type of proceeding under and pursuant to any applicable insolvency or receivership laws or makes an assignment for the benefit of creditors or suffers a receiver to be appointed in any action or proceeding by or against Lessee.

7. Termination. Upon the occurrence of any event of default set forth in this Section 6, Lessor shall have the right to terminate this Lease as of the date of such default, in which event, Lessor may recover damages for any loss resulting from the default.

8. Ownership. The Structure shall always remain the personal property of Lessee. Lessee shall have the right to remove the Structure at any time and shall be obligated to do so, at its expense within thirty (30) days following the termination of this Lease. If Lessee fails to remove the Structure within such thirty (30) day period, Lessor may remove the Structure and Lessee shall be responsible for the expense therefor. Upon removal of the Structure by Lessee, Lessee shall restore the Premises and the surrounding area to its original condition, subject to inspection and approval of the Lessor. All costs to restore the Premises and surrounding area shall be at the sole expense of the Lessee. Lessee shall be responsible for remove the structure to a level of 3ft below grade at the end of the lease.

9. Obstruction of View. Lessor shall not place or maintain any object on the Property or any neighboring property owned or controlled by Lessor which would obstruct the view of the Structure from the I-294 Toll Way. Lessee has consent from the Lessor to trim any trees and/or vegetation currently on the Property to prevent obstruction of the view of the Structure, subject to Section 19 of the Lease herein.

10. Condemnation. If during the initial term of this Lease, or any extension or renewal thereof, any or all of the Premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, this Lease shall terminate and the Base Rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of said premises by the condemning authority. Lessee shall be entitled to the enterprise value of any condemnation award in Lessor's favor. Lessor shall provide Lessee notice of any condemnation proceeding no later than 10 business days after Lessor receives notice, and Lessee shall have the right to participate in said proceeding to protect and negotiate the enterprise value of the condemnation award.

UNOFFICIAL COPY

11. Performance Measures. Lessee shall provide the Lessor with copies of permits at both the State and Local level when received by the governing body controlling the sign applications.

12. Addresses for Notices and Payments. Any notice required or permitted hereunder must be in writing and may be delivered personally, or by certified or registered mail. Addresses for notices and payments are as follows:

Lessor: Robbins Park District.
13650 South Claire Blvd
Robbins, IL 60472
Attention: Commission Board President

Lessee: Brian Bobb
Cardinal Outdoor LLC
100 East 14th Street
Suite 2501
Chicago, IL 60606

13. Indemnification. Lessee does herewith defend, indemnify and agree to hold Lessor, its agents or representatives, harmless against all claims or damages to persons or property by reason of accidents resulting from or relating to the construction, operation, maintenance, repair or removal of the Structure, Lessee's failure to perform and observe its obligations under this Lease and the negligence or willful acts of Lessee's agents, licensees, contractors, employees or workmen in the construction, maintenance, repair or removal of the Structure or otherwise performing this Lease. Lessee will maintain such public liability insurance and other insurance as will adequately protect Lessor against such claims, liabilities, losses, damages, costs and expenses. Lessee agrees to submit certificates of insurance evidencing its insurance coverages when requested by Lessor. Lessee agrees to defend, indemnify and hold harmless Lessor, its agents or representatives, against all claims or damages to persons or property, including attorney's fees and costs, by reason of accidents resulting from or relating to the construction, operation, maintenance, repair or removal of the Structure during the construction and installation of the Structure by Lessee or any subsequent period thereafter by Lessee. Lessor agrees to defend, indemnify, and hold harmless Lessee, its agents or representatives, against all claims or damages to persons or property, including attorney's fees and costs, by reason of accidents resulting from or relating from the use of the Premises by Lessor or third parties or uses which are not related to the Structure.

14. Assignment. Lessee shall have the right to assign this Lease under its terms and conditions contained herein subject to Lessors consent, which shall be provided within 14 business days of receiving a copy of a letter of Intent between the Lessee and the potential assignee for assignment of the Lease. Such consent shall not be unreasonable withheld. Lessee shall not have the right to sublease the Lease under the terms and conditions contained herein.

15. Entire Agreement. This Lease constitutes the entire agreement between the parties with respect to the leased Premises. This Lease may not be added to, modified or superseded except in a writing signed by an authorized agent of the parties hereto.

16. Aerial Easement. Lessor grants Lessee an aerial easement for the structures on all adjacent parcels of property.

17. Relocation. Lessor grants Lessee the right to relocate the sign structure within 300ft of its original location to a parcel or easement that is also owned and deeded to the Robbins Park District.

18. Tree Clearing Lessor grants Lessee the right to clear any tree's or bushes on Park District Property from the sign to the right of way of the toll road, or in either lateral direction a distance of 500ft of the Structure, if Lessee determines that the trees interfere with line of sight and visibility of the sign. Prior to any tree clearing Lessee shall advise Lessor of the details and scope of the removal. Actions taken pursuant to Section 18 of the Lease must also comply with Section 9 and 19 of the Lease.

UNOFFICIAL COPY

19. Employing residents of the Village of Robbins ("the Village). Lessee agrees to assure continuing employment and contracting opportunities for residents of the Village of Robbins for the purpose of tree clearing and removal at all times while the Lease remains in effect. At least 7 days prior to hiring and contracting qualifications and bid specifications required for such services. The Lessor shall screen applicants and refer eligible applicants who meet the minimum job qualifications and bid specifications required by the Lessee prior to the beginning date of such services. Lessee shall obtain a good faith estimate for the required services from a third party who does not reside in the Village of Robbins and the eligible applicants provided by the Lessor shall have to the first right to enter into a contract with the Lessee with similar terms. The Lessee agrees to make a good-faith effort to hire or engage Lessor referrals who are qualified for such positions. The Lessee shall not discriminate against any applicant on a basis of race, religion, age, handicap, color, sex national origin or citizenship.

20. Recordation. Lessor hereby grants Lessee the right to record a memorandum of this Lease.

21. Governing Law. This Lease Agreement will be governed by the laws of the State of Illinois, without regard to conflicts of laws principles.

22. Legal Fees. Lessee shall pay \$1,100.00 to Tyson Strong Hill Connor, LLP for legal fees incurred by the Lessor in connection with this Lease Agreement. **(Amount PAID in FULL August 26, 2011)**

23. Representations and Warranties of Lessee. Lessee represents, warrants and agrees as the basis for the understanding on its part herein contained that:

23.1 Organization and Authorization. Lessee is a limited liability company duly organized and existing under the laws of the State of Illinois and has the power to enter into, and by proper action has been duly authorized to execute, deliver and perform this Agreement. If requested, Lessee shall provide the Lessor with (i) Certificate of Good Standing from the Illinois Secretary of State; and (ii) action of the member approving this Agreement and authorizing its execution.

23.2 Non-Conflict or Breach. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflicts with or results in a breach of any of the terms, conditions, provisions of any offering or disclosure statement made or to be made on behalf of Lessee, any restrictions agreement or instrument to which lessee or any of its ventures is bound, or constitutes a default under his any of the foregoing, or results in the creation or imposition of any prohibited lien change or encumbrance whatsoever upon any of the assets or rights pursuant to this Agreement, any related party or any of its ventures under the terms of any instrument or agreement to which Lessee, any related party or any of its ventures is now party or by which Lessee, any related party or any of its ventures is bound. Lessee represents that no elected or appointed official of the Lessor has any financial interest in Agreement or in any other business of Lessee.

23.3 Pending Lawsuits. There are no pending lawsuits or actions of any kind either pending or, the best of the Lessee's knowledge, threatened that would materially and adversely affect the ability of Lessee to fulfill any and all its duties under this Lease.

24. Representations and Warranties of the Lessor. The Lessor represents, warrants and agrees as the basis of the undertakings on its part herein contained that the Lessor is an Illinois Park District duly organized and validity existing under the laws of the State of Illinois, and has all requisite corporate power and authority to enter into this Lease Agreement, and to the best of the Lessor's knowledge, there are no proceedings pending or threatened against or affecting the Lessor in any court or before any governmental authority which involve the possibility of materially or adversely affecting the ability of the Lessor to perform its obligation under this Lease Agreement.

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Revised Lease as of the 31 day of January 2014, which shall be the effective date.

CARDINAL OUTDOOR LLC

By: [Signature]

Name: Brian M. Bobl

Its: President

Address: 100 East 14th Street, Suite 2501

City/ State: Chicago, IL 60605

ROBBINS PARK DISTRICT.

By: [Signature]

Name: [Signature]

Its: President

Address: 13650 Claire Blvd

City/State: Robbins, IL

Property of Cook County Clerk's Office

UNOFFICIAL COPY 00412222**EXHIBIT A****LEGAL DESCRIPTION**

Blocks 8 and 9 and the 20 foot alleys inclusive therein of Blue Island Highlands Second Addition, being a subdivision of part of Section 2, Township 36 North, Range 13 East of the Third Principal Meridian, recorded as Document 9974506 on April 2, 1928 in Cook County, Illinois, except Lots 1, 2, 39 and 40 and also except that part of the 20 foot alley lying Easterly of said Lots 1 and 2 and lying Westerly of said Lots 39 and 40.

Also:

That part of Hamlin Avenue lying West of the East 33.00 feet of said Hamlin Avenue, lying South of the North line of the South 40.00 feet of 140th Place extended Easterly and lying North of the Northeasterly right of way line of Illinois State Toll Highway Authority Route 294 in Cook County, Illinois.

Also:

All that part of 141st lying North of the North line of block 1 in A.T. McIntosh's Midlothian Manor, being a subdivision of part of Section 2, Township 36 North, Range 13 East of the Third Principal Meridian, recorded as Document 5764270 on December 4, 1915 and that part of Block 1 in said subdivision lying North of the Northeasterly line of Illinois State Toll Highway Authority Route 294, all in Cook County, Illinois.

Also:

The West 33.00 feet of Avers Avenue lying East of the East line of Lots 31 thru 38 in Block 8 of Blue Island Highlands Second Addition, being a subdivision of part of Section 2, Township 36 North, Range 13 East of the Third Principal Meridian, recorded as Document 9974506 on April 2, 1928 in Cook County, Illinois and all that part of Avers Avenue lying East of Lots 21 thru 30 in said Block 8 and lying West of the West line of Block 9 of said Blue Island Highlands Second Addition extended North to the North line of the South 40 feet of 140th Place.

Also:

The South 40.00 feet of 140th Place lying North of Block 9 of Blue Island Highlands Second Addition, being a subdivision of part of Section 2, Township 36 North, Range 13 East of the Third Principal Meridian, recorded as Document 9974506 on April 2, 1928 in Cook County, Illinois.

Also:

That part of Springfield Avenue lying East of the West 33.00 feet of said Springfield Avenue lying North of the Northeasterly line right of way line of Illinois state Toll Highway Authority Route 294 and lying West of Lots 3 thru 20 in Block 8 of Blue Island Highlands Second Addition, being a subdivision of part of Section 2, Township 36 North, Range 13 East of the Third Principal Meridian, recorded as Document 9974506 on April 2, 1928 in Cook County, Illinois.

00412222