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Karen A. Yarbrough Cook County Recorder of Deeds Cook County, Illinois

Aurora, IL 60504



Doc# 1634313004 Fee \$46.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/08/2016 09:43 AM PG: 1 OF 5

<u>RECORDING COVER PAGE</u>

This page added for the purposes of affixing Recording Information

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<u>X</u> O	ner Ground Lease Amendment	
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Pl	tt	
Remarks:		Clark
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		1/0
Prepared b	and Return to:	
Law Office	McLaughlin, Jr. s of McLaughlin & Associates, P.C. amons Drive, Suite 103	

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GROUND LEASE FOR OUTDOOR ADVERTISING SPACE AMENDMENT #1

PS Prop# 25493-BBD1

THIS AMENDMENT is entered into as of February 22, 2012, by and between Impact Outdoor, LLC, successor in interest to Impact Marketing Ltd., dba, Impact Outdoor ("LESSEE") and Public Storage, ("LESSOR").

WHEREAS, the LESSEE and LESSOR, being parties to that certain Ground Lease for Outdoor Advertising Space dated March 17, 2005 for the Premises located at 2115 Bernice Road, Lansing, IL 60438 hereby express their mutual desire and intent to continue the terms of the Lease and amend by this writing those certain terms, covenants and conditions hereinafter provided.

PIN: 29-25-400-024-000 and 29-25-400-066-0000

AMENDMENTS

TENANT: Tenant's name has changed to Impact Outdoor, LLC.

TERM: The Lease chair terminate at midnight on September 30, 2025

RENT: Rent shall be payable annually, without any deduction or setoff, on each anniversary of the

original Lease Commencement Date ("Rent Commencement Date"). The tent for the first seven (?) months shall be the "Minimum Rent Guarantee") leaving a balance of the for the current leaseyear or The of the gross revenue received from the sign structure less Agency Fees (as defined belov) (the "Revenue-based Rent"), whichever is greater. The Revenue Based Rent will begin upon the Rent Commencement date and shall be payable annually, in arrears, as determined and delineated pursuant to the sub-paragraph. "a" below and will continue through the remainder of the term of the Lease. Segmning the first (1") anniversary of the Lease. Year, the Rent shall increase as shown below over the amount payable for the prior Lease. Year

and shall continue to do so each successive year of in team.

Years 1-10

Lease Year	Monthly	A: av aly	
2/1/12-9:30/12	<u> </u>		· ·
10/1/12-9/30/13	7		
10/1/13-9/30/14	7	V _E .	
10/1/14-9/30/15			
10/1/15-9/30/16			
10/1/16-9/30/17	<u> </u>		
10/1/17-9/30/18	-		
10/1/18-9/30/19	7	,	
10/1/19-9/30/20]		
10/1/20-9/30/21			
10/1/21-9/39/22	Ī		
10/1/22-9/30/23			
10/1/23-9/30/24	Ī		
10/1/24-9/30/25	i		

On or before the 31" day of October of each year, LESSEE shall remit to LESSOR a statement showing Gross Revenues for each month of the preceding year, along with the additional Rent

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payment, if any, for those months in which the Revenue Based Rent exceeds the monthly installment of the Minimum Rent Guarantee for that year.

- a) For the purpose of this Lease, gross Revenues shall mean all revenue derived from the leased Premises without any deduction for expenses associated will the structure or the advertising exhibited thereon. Agency fees shall mean the commission paid to an outside agency of sales associate in amount not to exceed and of the gross revenues.
- b) In addition, Lessee shall at such time provide Lessor with Lessee's records showing (i) the names of the advertisers on each Sign(s) by month; (ii) the amount paid to Lessee for the advertisement along with advertising contract identifying information; and (iii) the amount of any agency fee paid by Lessee with respect to the Signs(s), if any (such amount not to exceed are point received by Lessee with respect to any Sign(s). The information to be delivered as set forb have will be certified as complete and accurate in writing by Lessee's real estate representative. Lessor may cause, at any reasonable time after five (5) days prior written notice to Lessee, a complete audit to be conducted of all of Lessee's records relating to the above referenced certification. If such audit discloses that Lessee has under-reported gross revenues or over reported agency area, Lessee shall promptly pay Lessor any deficiency in amounts disclosed by the audit plus twelve percent (12%) interest (or such lesser amount as may be the maximum allowable by law) on such amounts (calculated from the date of the original underpayment) within thirty (30) days. If the audit of a mines that Lessee has materially under-reported the gross revenues, Lessee shall also pay the cost of the audit. For the purposes of this paragraph, materiality is defined as an amount equal co greater than five percent of gross revenues for the applicable periods being audited. Lesson, in agents, employees, auditors or other personas acting alb.

 Office on its behalf, agree to keep all information provided by Lessee pursuant to this provision in the strictest of confidence.

All other terms of the Lease remain unchanged.

AGREED BY:

LESSOR

Public Storage

Erik Svensson

Vice President of Commercial Properties

Date:

LESSEE

Impact Outdoor, LLC

Rod Huish

Title:

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Miscellaneous Search

Xpress Services by Property Insight, 1 N. LaSalle St., Suite 500 Chicago, IL 60602

P (312)223-2270 F (312)223-5922

Customer Reference: HURSH

Effective Date: 8/16/2016

Order No.66663480

Property Address:

2115 BERNICE RD LANSING, IL

State & County: Illinois, Cook

Tax ID:

A. Vesting Information

Legal Description:

PARCEL 1: TAX# 29-25-400-024

THAT PART LYING NORTH OF EXPRESSWAY OF WEST 1/2 OF LOT 3 IN SUBDIVISION OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE SOUTH EAST 1/4 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED APRIL 19, 1892 AS DOCUMENT NO. 1647103 IN THE RECORDER'S OFFICE IN COOK COUNTY, ILLINOIS SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE RUNNING SOUTH ALONG THE WEST LINE OF SAID LOT 3, 401.05 FEET TO THE NORTH RIGHT OF WAY LINE OF KINGERY EXPRESSWAY; THENCE RUNNING EAST ALONG SAID NORTH LINE 132.605 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE AFORESAID LOT 3, THENCE RUNNING NURTH ALONG SAID EAST LINE OF THE WEST 1/2 OF SAID LOT 3 TO THE NORTHLINE OF THE SOUTH EAST 1/4 OF SECTION 25 AFORESAID, THENCE RUNNING WEST ALONG SAID NORTH UNE 132.605 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, **ILLINOIS**

ALSO

PARCEL 2: TAX# 29-25-400-066

THAT PART OF LOT 4 LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF THE TRI-STATE EXPRESSWAY AS PER DOCUMENT NO. 12799661, EXCEPTING THEREFROM THE WEST 100 FEET OF THE NORTH 180 FEET (AS MEASURED FROM THE NORTH LINE OF THE SOUTH EAST 1/4 OF SECTION 25) OF A SUBDIVISION OF TILE I ORTH 50 ACRES OF THE WEST 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE LOUTH WEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MARIDIAN EXCEPTING FROM THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 25, 20 ACRES DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 10 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE RUNNING EAST 6.16 CHAINS THENCE NORTH 32.47 CHAINS; THENCE WEST 6.16 CHAINS; THENCE SOUTH 32.47 CHAINS TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

B. Search Results

NOTE: PER CUSTOMER, SEARCH IS ONLY FOR RECORDED LEASES.

NOTE: WE FIND NO RECORDED LEASES.

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AFFIDAVIT FOR RECORDER'S LABELING OF SIGNATURES AS COPIES REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO \$55 ILCS 5/3-5013

Kenneth S. McLaughlin, Jr., being duly sworn, state that I have access to the copies of the attached (print name above)

document(s), for which I am listing the type(s) of document(s) below:

Ground Lease

(print document types on the above fine)

which were originally executed by the following parties whose names are listed below:

Hamlan Management Co., LLP

(print ua.ne(s) or executor years(s) LESSOR

Impact Outdoor

(print name(s) of WANANAN LESSEE

for which my relationship to the document(s) is/are as follows: (example - Title Company, Agent, Attorney, etc.)

Attorney

(print your elationship to the document(s) on the above line)

OATH SEGARDING ORIGINAL

I state under oath that the original of this document is now <u>LOST</u> or <u>NOT IN POSSESSION</u> of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was <u>NOT INTENTIONALLY</u> destroyed, or in any manner <u>DISPOSED OF</u> for the purpose of introducing this photo to be recorded in place of original version of this document. Finally, I, the Affiant, swear I have personal knowledge that the foregoing oath statement contained therein is both true and accurate.

Affiant's Signature Above

Date / Precisted/Signs

THE BELOW SECTION IS TO BE COMPLETED BY THE NOTARY THIS AFFIDAVIT WAS SUBSCRIBED A TO SWORN TO BEFORE

Data Document Subscribed & Sworn Before Ma

Signature of Notary Public

OFFICIAL SEAL
PATRICIA J MOORE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/01/17

SPECIAL NOTE: This is a courtesy form from the CCRD, and while a similar affidavit is necessary for photocopied documents, you may use your own document so long as it includes substantially the same information as included in the above document. Additionally, any customer seeking to record a facsimile or other photographic or photostatic copy of a signature of parties who had executed such a document has the option to include this Affidavit in the recording, at their own expense if such expense is incurred, as an "EXHIBIT" and NOT the coverpage. However, this affidavit is NOT required to be recorded, only presented to the CCRD as the necessary proof required before the recorder may record such a document. Finally, the recorded document WILL be stamped/labeled as a copy by the CCRD prior to its recording.

Bh