



AIR RIGHTS AND ACCESS AGREEMENT

KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS

DATE: 04/06/2017 01:07 PM PG: 1 OF 4

THIS AIR RIGHTS AND ACCESS AGREEMENT (the "Agreement") entered into this 26th day of April, 2011, by and between Mr. Beef On Orleans, Inc. an Illinois Corporation (the "Landlord") and Red Star Outdoor L.L.C., an Illinois limited liability company (the "Tenant"). Landlord is the owner of that certain real estate (the "Property"), located at 662-8 N. Orleans, Chicago IL, having the Permanent Property Index Number (P.I.N.) of 17092140180000. Pursuant to that certain lease (the "Lease") by and between Tenant and the owner of that certain property known as 660 N Orleans, Chicago, IL, and (the "Sign Property"). Tenant has leased the Sign Property for the purposes of erecting advertising signs thereon. Landlord exclusively hereby leases to Tenant, and Tenant leases from Landlord air and access rights over and on a portion of the Property shown in the diagram and description on the attached EXHIBIT A (the "Premises"), for the purpose and use of erecting and maintaining an outdoor advertising sign and its lighting apparatus (the "Sign") on the Sign Property, together with free access to the property and use of the property to construct, improve, change advertising, illuminate, maintain, repair, or remove the Sign.

1. **Rent.** On May 1st, 2011 (the "Rent Commencement Date") Tenant shall Pay Landlord rent in the amount of \$3,600.00 per year payable in twelve (12) equal monthly installments of \$300.00ea, (the "Rent"). Rent shall increase each year of the lease as follows:



2. **Term.** This Lease shall remain in full force and effect for a period of five (5) years from the Rent Commencement Date (the "Term"). Thereafter, this Agreement will automatically renew for additional, two additional five (5) year terms (the "Option Terms")



3. **Sign.** It is agreed that Tenant will remain the owner of the Sign, and that notwithstanding the fact the same may constitute real estate fixtures, Tenant has the right to remove said Sign at any time during the term of this Lease, subsequent renewals, or after the expiration of this Lease.

6. **Tenant's Rights** In the event that the Lease is terminated or expires, then upon ninety (90) days written notice from Tenant to Landlord, this Agreement shall terminate at the option of the tenant. If, through no fault of Tenant, Tenant is prevented by any law, statute, rule regulation or other governmental authority from utilizing its Sign either in part or in whole, then, upon thirty (30) days written notice to Landlord of such condition, the Rent will abate so long as such condition continues to exist.

7. **Landlord's Covenants.** Landlord shall not cause nor permit any other Advertising or sign structures or sign apparatus other than the Tenants to utilize the Premises as described above. All other advertising currently located on Landlords Property shall be allowed. Landlord shall not place or maintain any object on the property or any neighboring property owned or

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controlled by the Landlord which would obstruct the view of the advertising copy on the structures.

8. Quiet Enjoyment. Tenant will at all times during the term hereof have the exclusive peaceable and quiet enjoyment, possession, occupancy and use of the Premises without any interference from Landlord or any person or persons claiming the Premises by, through or under Landlord. Landlord represents and warrants that it has full right and power to execute and perform this Lease and to grant the estate demised herein.

9. Indemnification and Insurance. Tenant shall indemnify and hold Landlord harmless from and against any and all liability resulting from bodily injury or physical property damage caused by or resulting from the negligence acts of Tenant, Tenant's agents or employees in the painting, maintenance, repair and/or removal of the Structures and signage on the Property, or by reason of any advertising copy displayed. Tenant agrees that it shall maintain comprehensive general liability insurance in the sum of One Million Dollars and No/100 Dollars (\$1,000,000.00) and Workmen's Compensation and Employer's Liability insurance at the state statutory limits.

10. Subletting and Assigning. Tenant may assign, this Agreement, provided that Tenant delivers written notice of same to Landlord no later than the effective dates of such event.

11. Notices. All notices required herein shall be written and sent overnight courier to either Landlord or Tenant at their respective addresses: **Tenant:** Red Star Outdoor, L.L.C, 770 N. LaSalle St, Suite #500 Chicago, Illinois, 606010. **Landlord:** 668 N. Orleans, Chicago, IL 60654

12. Entire Agreement. It is understood that this Lease contains the entire agreement and understanding between the parties and supersedes all prior representations, understanding and agreement relating to the Property. No modifications, waiver, or amendment of this Lease will be binding upon either party unless in writing and signed by both parties hereto.

13. Severability. The invalidity of any provision of this Lease will not impair or affect in any manner the validity or enforceability of this the rest of this Lease.

14. Attorneys' Fees. In the event of any dispute regarding this Lease, whether or not such dispute results in legal proceedings, the prevailing party is entitled to recover its reasonable attorneys' fees and costs from the non prevailing party.



Landlord: Mr. Beef on Orleans, Inc.

Tenant: Red Star Outdoor, LLC

By: [Handwritten Signature]

By: [Handwritten Signature]

Its: [Handwritten Name]

Its: MANAROL MUMAR

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Office of the Cook County Clerk

Map Department Legal Description Records

P.I.N. Number: 17092140180000

The legal description card(s) below is prepared in a format used for official county record-keeping, and can be used by the Cook County Recorder's Office to access their tract books.

If you need assistance interpreting this description, please obtain a copy of our instruction sheet "How to Read a Legal Description Card", available from the counter clerk or at our website www.cookcountyclerk.com

Please verify the Property Identification Number or P.I.N. (also known as the "Permanent Real Estate Index Number). If this is not the item you requested, please notify the clerk.

17	09214	018	500	
AREA	BLOCK	PARCEL	UNIT	WARRANT CODE



1976 DIVISION

OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS
PERMANENT REAL ESTATE INDEX NUMBER AND LEGAL DESCRIPTION

VOLUME
500
TAX CODE
74015

AREA SUB-AREA BLOCK PARCEL UNIT
17- 09- 214- 018

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A PT ON W LN 1FT N OF SW COR

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AREA	SUB-AREA	BLOCK	PARCEL	UNIT	WAR-RANT	CCDE
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46	47	48	49	50	51	52
53	54	55	56	57	58	59
60	61	62	63	64	65	66
67	68	69	70	71	72	73
74	75	76	77	78	79	80
81	82	83	84	85	86	87
88	89	90	91	92	93	94
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Block 214 Parcel 016

DE CHANGE

REQUEST TO RECORD PHOTOCOPIED DOCUMENTS PURSUANT TO §55 ILCS 5/3-5013

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Amanda Dosen, 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:

Air Rights and Access Agreement
(print document types on the above line)

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

Mr. Beef on Orleans Inc Red Star Outdoor LLC
(print name(s) of executor/grantor) (print name(s) of executor/grantee)

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

Office Manager - Red Star Outdoor
(print your relationship to the document(s) on the above line)

OATH REGARDING ORIGINAL

I state under oath that the original of this document is now LOST or NOT IN POSSESSION of the party seeking to now record the same. Furthermore, to the best of my knowledge, the original document was NOT INTENTIONALLY destroyed, or in any manner DISPOSED OF 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.

[Signature]
Affiant's Signature Above

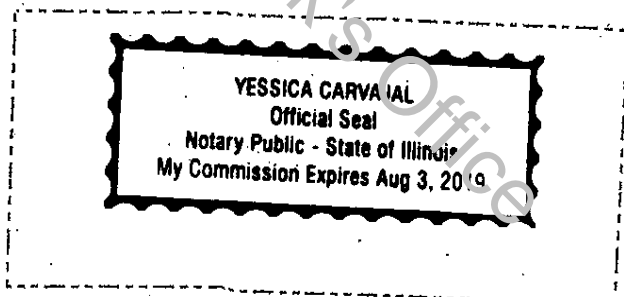
4/16/17
Date Affidavit Executed/Signed

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

4/16/17

Date Document Subscribed & Sworn Before Me

[Signature]
Signature of Notary Public



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.