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1710334011

Doc# 1710334011 Fee \$142.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/13/2017 09:35 AM PG: 1 OF 53

PREPARED BY AND WHEN RECORDED RETURN TO:

CLEAR CHANNEL OUTDOOR, INC.
2325 East Camelback, Suite 400
Phoenix, Arizona 85016
Attn: Legal Dept

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE is made this 17th day of OCTOBER, 2016, by WINDSOR OUTDOOR, LLC., a Delaware Limited Liability Company ("Assignor") to CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation ("Assignee").

RECITALS

A. Assignor owns all right title and interest in and has good and marketable title to that certain lease over certain real property located in Cook County, Illinois and legally described on Exhibit "1" attached hereto (the "**Property**"), as set forth in that certain Lease and Easement Agreement, dated August 31, 2011, by and between Juanita England, assignor, and Assignor, as assignee, recorded on March 31, 2016, as Document No. 1609146088, Official Records of Cook County, Illinois and amended by that certain Amendment to Lease and Easement Agreement, dated August 24, 2016, by and between Elevated Enterprises, LLC, an Illinois liability company, as successor-in-interest to Juanita England, as assignor, and Assignor, as assignee, recorded on August 26, 2016, as Document No. 1623929109, Official Records of Cook County, Illinois, attached hereto as Exhibit "2" (collectively, the "**Lease Agreement**")

B. Assignor and Assignee entered into that certain Asset Purchase Agreement dated September 29, 2016 (the "**Purchase Agreement**"), whereby Assignee agreed to purchase the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Assignor assigns, transfers and conveys to Assignee and Assignee accepts from Assignor all right, title and interest of Assignor in the Lease Agreement from and after the date hereof.
2. Assignor has made certain representations and warranties with respect to the Lease Agreement as set forth in the Purchase Agreement, which representations and warranties are incorporated by this reference. This Assignment is not intended to modify, enlarge or restrict the rights and obligations of the parties to the Agreement; and to the extent that any provision of this Assignment is inconsistent with the Agreement, the provisions of the Agreement shall control.

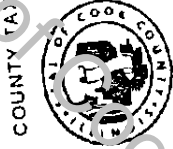
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COOK COUNTY
REAL ESTATE TRANSACTION TAX



APR. 14. 17

REVENUE STAMP

0000027308

REAL ESTATE
TRANSFER TAX

00300.00

FP 103042

STATE TAX
STATE OF ILLINOIS



APR. 13. 17

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

0000000060

REAL ESTATE
TRANSFER TAX

00600.00

FP 103050

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EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

LOT 1 AND 2 IN ENGLAND'S SUBDIVISION, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE, A SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE, 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24, 1985 AS DOCUMENT 27417787 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6559 W. 111TH STREET, WORTH, ILLINOIS (LOT 1)
1105 S. NASHVILLE AVENUE, WORTH, ILLINOIS (LOT 2)

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LEASE AND EASEMENT AGREEMENT

Doc#: 1609146088 Fee: \$124.00
 RHSP Fee: \$9.00 RPRF Fee: \$1.00
 Karen A. Yarbrough
 Cook County Recorder of Deeds
 Date: 03/31/2016 10:02 AM Pg: 1 of 18

The Lease and Easement Agreement (this "Lease") is made as of the 31st day of August 2011, by and between Juanita England as ("Lessor") and WINDSOR OUTDOOR, LLC, a Delaware limited liability company, as lessee ("Lessee").

RECITALS

Lessor is the owner of a certain Parcel of land described on Exhibit A hereto (the "Retained Parcel"). The Retained Parcel is located at the southwest corner of 111th Street and I-294 with a common address of 6559 West 111th Street in Worth, Illinois. Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, one portion of the Retained Parcel described on Exhibit B hereto (such portion a "Sign Parcel") for the purpose of constructing, installing and operating an outdoor advertising Sign in accordance with the terms and conditions set forth herein. In addition to the lease of the Sign Parcel to Lessee, Lessor also desires to grant to Lessee certain easements and other rights pertaining to those portions of the Retained Parcel which are necessary or desirable in connection with the construction, installation, operation and maintenance of the Sign, in accordance with the terms and conditions set forth herein.

AGREEMENT

The parties hereto agree as follows:

1. Lease of the Sign Parcel. In consideration for the rents and covenants herein stipulated to be paid and performed by Lessee, and subject to the terms and conditions herein specified, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Sign Parcel.
2. Grant of Easements. As additional consideration for the rents to be paid and covenants to be performed by Lessee, and subject to the terms and conditions specified herein, Lessor hereby grants, assigns and conveys to Lessee the easements (the "Easements") described below:
 - a. An easement to enter the Retained Parcel for the purpose of access to and from, and construction, installation, operation and maintenance of the Sign at the location described in Exhibit C-1;
 - b. An easement to install electrical or other utility cable and equipment on, across, over or under the Retained Parcel as described in Exhibit C-1 hereto, for the purpose of supplying utility services to the Sign Parcel; and
 - c. An easement for the extension of the Sign onto and over the Retained Parcel as described in Exhibit C-2 hereto.

The Easements shall be irrevocable during the Lease Term (defined below) and shall terminate

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simultaneously with the termination of this Lease.

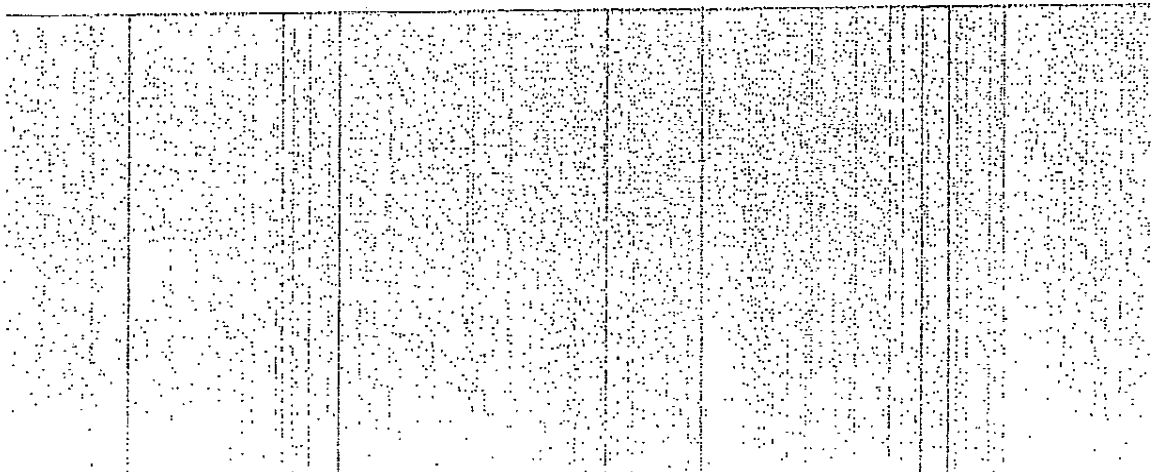
3. **Term; Renewal.** This Lease shall be for an initial term (the "Initial Term") of thirty years commencing on the date the first Monthly Rent Payment is required hereunder. Not less than ninety (90) days prior to the expiration of the Initial Term, Lessee shall have the right of first refusal to enter into another Agreement with the Lessor upon expiration of the Initial Term or any "Additional Term" of 5 years or longer. The Initial Term, together with all Additional Terms, if any, is collectively referred to herein as the "Lease Term."

4. **Use.** Lessee may use the Sign Parcel and Easement for the construction, installation, operation and maintenance of an outdoor advertising Sign structure (location of structure agreed to in advance by Lessor), including without limitation support structures and foundations, electrical power poles and other electrical equipment, service ladders, illumination equipment and any other legally permissible improvements necessary or desirable in connection with ownership of the Sign (the "Sign"). The Sign may have one (1) or more faces and may convert one or more of the faces to digital in the future. Unless otherwise agreed by the parties, each face of the Sign shall not exceed the approximate dimensions of nineteen (19) feet by forty-eight (48) feet, plus extensions and other reasonable appurtenances which are incidental to the operation and maintenance of the Sign and the advertising to be displayed thereon. Lessee may enter into leases or other contractual arrangements for the display of advertising on the Sign; provided, that such leases or other contractual arrangements shall not provide for the display of advertising on the Sign after the date of the expiration of the then current Lease Term without Lessor's prior written consent. In order to protect the value of the use of the Sign contemplated by this Lease, Lessor hereby covenants and agrees that during the Lease Term neither Lessor nor any person or entity controlling, controlled by or under common control with Lessor (an "Affiliate") shall erect or permit to be erected any advertising Sign or other structures that would obscure the view of the Sign from any highway, expressway, boulevard, avenue, street or other roadway on the Retained Parcel or other property owned or controlled by Lessor or its Affiliates and located within one (1) mile of the Sign.

5. **Rent.** In consideration for Lessor's execution and delivery of this Lease and performance of its obligations hereunder, Lessee shall pay Lessor the amounts set forth below

a. **Monthly Payments.** Monthly Rental Payment shall begin 90 days, from receiving all Permits and Approvals or within five (5) days after the installation and illumination of the Sign, and thereafter on or before the tenth (10th) day of each quarter during which this Lease is in effect, Lessee shall pay to the Lessor the sum of ~~One Thousand Four Hundred~~ Dollars (\$1,400.00) as hereinafter provided in this Section 5(a), the ("Monthly Rental Payment"). In the event Lessee fails to make a Monthly Rental Payment required hereunder, Lessee shall pay Lessor the Monthly Rental Payment in Section 5(a) and 1.5% of that amount for each 30 day period the Monthly amount is past due. Lessor may terminate this Lease fifteen (15) days following written notice to Lessee of such failure, provided, that Lessee has not tendered payment to Lessor of the past due amount during such fifteen (15) day period. The Monthly Rental Payment shall be prorated for any month in which this Lease is in effect for less than the entire month. Furthermore, Lessee (and any of its successors) shall be liable for the Monthly

Eight Hundred and Seventy Five Dollars (\$875.00)
1/12/12
JC 3-13-12



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Rental Payments throughout the entire term of this lease.

b. **Consumer Price Index Adjustment.** At each five (5) year anniversary from the date of the initial Monthly Rental Payment during the Lease Term, the Monthly Rental Payment shall be adjusted to reflect the change in Consumer Price Index. This new adjusted monthly payment amount becomes effective for the following five-year period until the next CPI adjustment. (i) The "Consumer Price Index" (the "CPI") means the Consumer Price Index for Chicago all items CPI for urban wage earners and clerical workers as published by the United States Department of Labor Bureau of Labor Statistics; (ii) if the Bureau of Labor Statistics substantially revises the manner in which the CPI is determined an adjustment shall be made in the revised CPI which would produce results equivalent as nearly as possible to those which would be obtained if the CPI had not been revised; (iii) if the CPI becomes unavailable to the public because of publication is discontinued or otherwise, Lessor shall substitute therefore a comparable index based upon changes in the cost of living or purchasing power of the consumer done, published by any governmental agency or, if no such index is available, on a comparable index published by a major financial or lending institution, university or recognized financial publication.

6. **Permits, Licenses and Other Governmental Approvals.** Lessor and Lessee hereby acknowledge that applicable laws (including without limitation certain federal, state and local statutes, regulations and ordinances) require the operator of the Sign to obtain certain permits, licenses and other governmental approvals (the "Permits and Approvals") prior to the construction, installation and operation of the Sign as contemplated herein. Lessee shall be responsible, at its sole cost and expense, for obtaining all necessary Permits and Approvals prior to the installation and construction of the Sign, and for maintaining such Permits and Approvals during the term of this Lease. Lessor shall cooperate in a prompt manner with all reasonable requests of Lessee in connection with Lessee's efforts to obtain the Permits and Approvals. Lessor hereby grants to Lessee the power and authority to execute on behalf of Lessor any and all documents required to obtain the Permits and Approvals. In the event the Lessor is unable to secure the Permits and Approvals, the Lessor has the right to terminate this Agreement.

7. **Representations and Warranties of Lessee.** Lessee represents and warrants that it has full power and authority to enter into this Lease. Lessee further represents and warrants that execution and delivery of this Lease by Lessee and performance by Lessee of its obligations hereunder shall not conflict with the organizational documents of Lessee, or result in the violation of any law or the breach of the terms of any agreement to which Lessor or any of its Affiliates is a party. In each instance where a waiver or consent is required, such waiver or consent has been obtained.

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8. **Representations and Warranties of Lessor.** Lessor represents and warrants that it is the owner of the Retained Parcel, and as such has full power and authority to enter into this Lease. Lessor further represents and warrants that execution and delivery, of this Lease by Lessor and performance by Lessor of its obligations hereunder shall not conflict with the organizational documents of Lessor, or result in the violation of any law or the breach of the terms of any agreement to which Lessor or any of its Affiliates is a party and that in each instance where a consent or waiver was required, such waiver or consent has been obtained.

9. **Ownership of Sign and Related Improvements.** The Sign, and all other improvements installed on the Sign Parcel or as permitted by the Easements in connection with the construction, installation, operation or maintenance of the Sign, shall remain trade fixtures and personal property of Lessee. Such trade fixtures and personal property may be removed by Lessee, at Lessee's sole cost and expense, at any time during the Lease Term and at Lessee's sole cost and expense, shall be removed within thirty (30) days following expiration or termination of this Lease. Lessor waives all interest in and to the Sign. Removal of the Sign shall be defined as the removal of all elements of Sign above grade, removal of the foundation to a depth of two (2) feet and restoration of the Sign Parcel to a condition close as possible to its condition prior to the construction of the Sign. Upon the expiration of the Lease Term, the Lessor shall have the right to purchase the Sign and any of the related improvements within 30 days after the termination of the Agreement. The Lessor and Lessee hereby agree to appoint three appraisers acceptable to both Lessee and Lessor with extensive experience and background in valuing outdoor advertising assets. The appraisers shall make a determination within 15 days after being appointed. The value of the sign asset shall be an amount equal to the average of the three appraised values and shall be paid to the Lessee within fifteen days of receiving the appraisers' determination. In the event the Lessor does not elect to acquire the sign asset then the Lessee shall remove the Sign from the Sign Parcel in accordance with the provisions of Section 9 of this Lease.

10. **Maintenance of Utilities.** Lessee shall be responsible, at its sole cost and expense, for the maintenance of the light fixtures and basic electrical repair. Lessee shall also pay the Quarterly charges for all utilities used in connection with the operation of the Sign.

11. **Insurance.**

a. **General Liability.** Lessee shall obtain and keep in force during the Lease Term comprehensive general liability coverage if available, as to the Sign Parcel and the Sign with coverage of Two Million and no/100 dollars (\$2,000,000.00) naming Lessor as an additional insured. Lessor shall obtain and keep in force during the Lease Term comprehensive general liability insurance as to the Retained Parcel, with contractual liability coverage if available, with coverage of One Million and no/100 Dollars (\$1,000,000.00) naming Lessee as an additional insured. Each party shall deliver to the other, certificates evidencing such insurance for which it is responsible hereunder promptly following the execution hereof. Each party hereto shall cause such insurance for which it is responsible to be renewed from time to time no later than thirty (30) days prior to its scheduled expiration date, with new certificates to be promptly delivered to the other party hereto upon each renewal.

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b. **Workers' Compensation.** Lessee shall maintain or require its contractors providing services in connection with the construction, installation, operation or maintenance of the Sign to maintain workers' compensation insurance in accordance with applicable law.

12. **Indemnification.** Each party ("Indemnitor") shall indemnify and hold harmless the other and its employees, agents and contractors from all injury, damage and liability to others arising by reason of any act of the Indemnitor or its employees, agents and contractors in respect of activities on the Retained Parcel, including without limitation activities pertaining to the Sign Parcel and the Sign. So long as the respective insurers so permit without the payment of additional premiums or reduction of insurance coverage, Lessor and Lessee each hereby waive any and every claim for recovery from the other for any and all loss or damage which loss or damage is covered by valid and collectible fire and extended coverage insurance policies to the extent that such loss or damage is recovered under such policies. Lessee or Lessor shall notify the other if its insurer does not permit such a waiver. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or other person), Lessor and Lessee each agree to give to each insurance company which has issued, or in the future may issue, to them policies of fire and extended coverage insurance notice of the terms of this mutual waiver and to have such insurance policies properly endorsed if necessary to avoid invalidation of such insurance coverage by reason of such waiver.

13. **Taxes.** Lessor shall pay all real estate taxes pertaining to the Retained Parcel, including without limitation the Sign Parcel, or before the date on which such taxes are due. In the event Lessor fails to pay such taxes when due, Lessee may pay such taxes on behalf of Lessor, offset any amounts so paid against future Monthly Rental Payments and pursue any other legal remedy available to recover from Lessor amounts so paid. Lessee shall pay all other taxes pertaining to the operation of the Sign.

14. **Termination of Agreement.** In the event that any change or enforcement of governmental law, regulations, permits or approvals either by the State of Illinois, Federal Government and / or the Village of Worth or any activity / development by the property owner or any adjacent property owner that would adversely effect the visibility of the Sign and would prohibit the Lessee to operate and market the Sign, Lessee may terminate this Agreement upon thirty (30) days prior written notice to Lessor or if in Lessee's sole opinion, the view of the Sign is obstructed or impaired in any way, or if the value of the Sign is diminished by reason of diversion or reduction of vehicular traffic, Lessee may immediately, at its option, adjust the rental in direct proportion to the decreased value of the Sign resulting from any of the foregoing circumstances, or may terminate the Lease and receive all prepaid rent for any un-expired term, and have no further obligation to pay rent.

15. **Memorandum of Lease and Easement Agreement.** Promptly following the execution hereof, the parties hereto shall cause to be recorded in the real estate records of the County of Cook, State of Illinois, a Memorandum of Lease and Easement Agreement. Lessee shall pay all fees incurred to record the Memoranda described in this Section 14. Additionally, at the termination of this lease, Lessee shall notify and amend the real estate records of the County

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of Cook, State of Illinois, a Memorandum of Lease and Easement Agreement to reflect the lease has been terminated and all fees incurred to record the Memoranda described in this Section 14 shall be paid by Lessee.

16. **Title Insurance.** Notwithstanding any provision to the contrary in this Lease, Lessee's obligation to make the Quarterly Rental Payments pursuant to Section 5 (a) is conditioned upon receipt by Lessee of (a) a copy of Lessor's owner's policy of title insurance showing fee simple title to the Retained Parcel in Lessor, together with a date down endorsement dated subsequent to the date hereof and such other endorsements as Lessee may reasonably require, or (b) an ALTA Lessee's policy of title insurance naming Lessee as policyholder and showing Lessee as holder of a leasehold interest in the Retained Parcel, together with such endorsements as Lessee may reasonably require. Lessee shall pay all costs incurred in connection with the issuance of the Lessee's title policy, and any endorsements to such Lessee's title policy or Lessor's owner's policy, pursuant to this Section 15.

17. **Non-Disturbance Agreement.** Notwithstanding any provision to the contrary in this Lease, Lessee's obligation to make the Quarterly Rental Payment pursuant to Section 5(a) is conditioned upon delivery by Lessor to Lessee of a non-disturbance agreement (each, a "Non-Disturbance Agreement") with respect to Lessee's rights under this Lease, in form and substance reasonably satisfactory to Lessee, from each holder of a mortgage, deed of trust or similar instrument evidencing a security interest in the Retained Parcel (each such mortgage, deed of trust or similar instrument being referred to herein as a "Mortgage"). If the required Non-Disturbance Agreements are not received by Lessee within thirty (30) days after the securing of the Permits and Approvals pursuant to Section 6, Lessee may terminate this Lease as of a date not less than thirty (30) business days after receipt by Lessor of written notice of such termination unless such required Non-Disturbance Agreements are received by Lessee within such thirty (30) day period. Each Non-Disturbance Agreement shall provide that so long as Lessee shall, subject to any applicable notice and cure rights, pay rent when due and otherwise perform its obligations as set forth in the Lease, (a) Lessee shall not be joined as an adverse party defendant in any action or proceeding which may be instituted or commenced by any holder of a Mortgage to foreclose or enforce such Mortgage, (b) Lessee shall not be evicted from the Sign Parcel, (c) Lessee's rights to use and possession of the Sign Parcel and use of the Retained Parcel under the Lease shall not be affected in any way by reason of the modification of, or default under, such Mortgage, and (d) Lessee's leasehold estate under the Lease shall not be terminated or disturbed during the term of the Lease by reason of any default under such Mortgage.

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18. Miscellaneous.

a. **Notices.** All notices required to be given or delivered under this Lease shall be in writing and shall be validly given (a) upon hand delivery or (b) one day following deposit with a courier or express service guaranteeing overnight delivery addressed as follows:

If to Lessor:

JUANITA ENGLAND
63 SPYGLASS CIRCLE
PALOS HEIGHTS IL 60463
6559 W. 111TH ST
WORTH IL 60482

If to Lessee:

Windsor Outdoor, LLC
625 Plainfield Road
Suite 142
Willowbrook, Illinois 60527

or such other person or address which Lessor or Lessee shall have given upon notice as herein provided.

b. **Governing Law.** This Lease shall be governed by, and interpreted in accordance with, the laws of the State of Illinois.

c. **Sale of the Retained Parcel.** Any sale or other conveyance of the Retained Parcel or portions thereof shall be subject to this Lease. Until Lessee receives notice of any such sale or conveyance from Lessor and Lessor's interest in this Lease is assigned, Lessee may continue to treat Lessor as Lessor.

d. **Expenses.** Except as otherwise specified herein, each party shall be responsible for the payment of fees and expenses incurred by such party or on such party's behalf in connection with the execution and delivery of this Lease, and the performance of its obligations hereunder.

e. **Severability.** Wherever possible, each provision of this Lease shall be interpreted as to be effective and valid under applicable law, but if any provision hereof is held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate or otherwise render ineffective the remaining provisions of this Lease.

f. **Successors and Assign.** Except as otherwise expressly provided herein, all covenants and agreements contained in this Lease by or on behalf of the parties hereto shall bind and inure to the benefit of their respective successors and assign.

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g. **Entire Agreement.** Except as otherwise expressly provided herein, this Lease, the exhibits hereto, those documents expressly referred to herein or therein, and all other documents of even date herewith delivered by or on behalf of the parties hereto, if any, embody the complete agreement and understanding of the parties with respect to the subject matters hereof, and supersede and preempt any prior understandings, agreements or representations by either party, written or oral, pertaining to such subject matter.

h. **Estoppel Certificate.** Lessor agrees that from time to time, upon not less than ten (10) days prior written request by the Lessee, Lessor will deliver to the Lessee a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications), (b) the dates to which the Rent and other charges have been paid, and (c) that so far as the person making the certificate knows, the Lessee is not in default under any provision of this Lease (or if there is alleged defaults by Lessee, specifying the nature of such alleged defaults). Failure of Lessor to deliver said statement within the prescribed time period shall be deemed to be a default under this Lease.

i. **Content of Lessee's Advertising.** Notwithstanding the terms of Section 4 hereof, Lessee shall be prohibited from utilizing the Sign to display the following.

(1) advertising of a prurient or sexual nature; (2) advertising of a direct competitor of Lessor's tenant. Examples of advertising also prohibited by this provision are advertising for condoms, adult entertainment businesses, and tobacco.

j. **Lessor's Advertising.** (a) Lessee agrees to display advertising for the Lessor on one (1) of the faces of the Lessee's Sign in the event there is a vacancy. The scheduling of the Lessor's advertising shall be done at the Lessee's sole discretion. The Lessor shall pay all the costs of the advertising including the production of the vinyl flex display and the cost of installing and removing the Lessor's advertising.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LESSOR:

By: Juanita England
Title: owner
Date: 8-31-11

LESSEE: WINDSOR OUTDOOR, LLC

By: [Signature]
Title: President
Date: 9-15-11

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EXHIBIT B

The Sign Parcel

The Sign Parcel shall be approximately 10 feet by 10 feet square located on the Retained Parcel in the location identified as Sign Parcel on the plat attached as Exhibit B-1. Such Sign Parcel shall be legally described by a surveyor at or before the time the Permits and Approvals are issued and the legal descriptions so prepared by the surveyor shall be inserted in the Lease as Exhibit B to replace this Exhibit B and Exhibit B-1.

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EXHIBIT C-1

Access and Utility Easement

Access to the Sign Parcel shall be permitted from the public roadway known as 111th Street over areas which are reasonably designated by Lessor within thirty (30) days after the date hereof but at all times, there will be adequate access to the Sign for vehicles and construction equipment. If Lessor does not designate the location of the access within such time, Lessee may designate the location by notice to Lessor. During the construction and maintenance of the Sign on the Sign Parcel, vehicles and cranes may be parked on the Retained Parcel areas as reasonably necessary for the erection or maintenance of the Sign.

Utilities may be installed where reasonably necessary for extending utilities to the Sign Parcel. When such utilities have been installed, the location of the utility extensions and the access easement designated above shall be located by a surveyor hired by Lessee. The Lessee's rights for access and repair of the utilities shall be a strip 10 feet on either side of the centerline of such utilities. Such survey shall become a part of this Exhibit C-1.

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EXHIBIT C-2

Sign Extension Rights

The Sign faces shall be approximately 60 feet in length and 20 feet in height, plus extensions and reasonable appurtenances incidental to the operation and maintenance of the Sign and the advertising to be displayed thereon, and the bottom edge of the Sign faces shall be not less than 40 feet above the ground. The Sign faces may be at any angle up to 90 feet from one another and shall be attached to a single pylon. The pylon shall be centered in the Sign Parcel and the Sign shall extend beyond the Sign Parcel. At or about the time the Permits and Approvals are obtained, Lessee's surveyor shall prepare plans for the Sign. Such plans shall be substituted for this Exhibit C-2.

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SIGN EASEMENT DESCRIPTION

THAT PART OF LOT 1 IN ENGLAND'S SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24TH, 1985 AS DOCUMENT #27417787, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 02 DEGREES 06 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 ALSO BEING THE EAST RIGHT OF WAY LINE OF NASHVILLE AVENUE, A DISTANCE OF 10.95 FEET; THENCE NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST, 55.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST, 10.00 FEET; THENCE SOUTH 11 DEGREES 56 MINUTES 43 SECONDS EAST, 10.00 FEET; THENCE SOUTH 78 DEGREES 03 MINUTES 17 SECONDS WEST, 10.00 FEET; THENCE NORTH 11 DEGREES 56 MINUTES 43 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 100.00 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

UTILITY EASEMENT DESCRIPTION

THAT PART OF LOT 1 IN ENGLAND'S SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24TH, 1985 AS DOCUMENT #27417787, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 02 DEGREES 06 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 10.95 FEET TO A POINT ON THE NORTH LINE OF THE AFORESAID SIGN EASEMENT EXTENDED WEST; THENCE NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST ALONG SAID NORTH LINE EXTENDED WEST, 60.67 FEET TO A POINT ON SAID NORTH LINE ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 20 DEGREES 07 MINUTES 39 SECONDS WEST, 60.61 FEET TO THE SOUTH FACE OF AN EXISTING BUILDING; THENCE NORTH 87 DEGREES 53 MINUTES 14 SECONDS EAST ALONG SAID SOUTH BUILDING FACE, 6.31 FEET THE EAST LINE OF LOT 1 ALSO BEING THE WEST LINE OF INTERSTATE 294 AS MONUMENTED; THENCE SOUTH 20 DEGREES 07 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE, 59.52 FEET TO A POINT ON SAID NORTH LINE OF SIGN EASEMENT EXTENDED EAST; THENCE SOUTH 78 DEGREES 03 MINUTES 17 SECONDS WEST ALONG SAID NORTH LINE, 6.06 FEET TO A POINT, SAID POINT ALSO BEING THE POINT OF BEGINNING, CONTAINING 360.38 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

ACCESS EASEMENT DESCRIPTION

THAT PART OF LOT 1 IN ENGLAND'S SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24TH, 1985 AS DOCUMENT #27417787, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 02 DEGREES 06 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 ALSO BEING THE EAST LINE OF NASHVILLE AVENUE, A DISTANCE OF 5.88 FEET TO THE POINT BEGINNING; THENCE CONTINUING NORTH 02 DEGREES 06 MINUTES 20 SECONDS WEST ALONG SAID WEST LINE, 5.07 FEET; THENCE NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST, 55.60 FEET TO THE NORTHWEST CORNER OF THE AFORESAID SIGN EASEMENT; THENCE SOUTH 11 DEGREES 56 MINUTES 43 SECONDS EAST ALONG THE WEST LINE OF SAID SIGN EASEMENT, 5.00 FEET; THENCE SOUTH 78 DEGREES 03 MINUTES 17 SECONDS WEST, 56.47 FEET TO SAID WEST LINE OF LOT 1, SAID POINT ALSO BEING THE POINT OF BEGINNING, CONTAINING 280.18 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

AIR-RIGHTS EASEMENT DESCRIPTION

THAT PART OF LOT 1 IN ENGLAND'S SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24TH, 1985 AS DOCUMENT

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#27417787, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 87 DEGREES 54 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 15.28 FEET; THENCE NORTH 11 DEGREES 56 MINUTES 43 SECONDS WEST, 0.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 11 DEGREES 56 MINUTES 43 SECONDS WEST, 16.14 FEET; THENCE NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST, 52.42 FEET; THENCE SOUTH 11 DEGREES 56 MINUTES 43 SECONDS EAST, 16.14 FEET; THENCE SOUTH 78 DEGREES 03 MINUTES 17 SECONDS WEST, 52.42 FEET TO THE POINT OF BEGINNING, CONTAINING 846.06 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

PARENT PARCEL DESCRIPTION

LOT 1 IN ENGLAND'S SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24th, 1986 AS DOCUMENT #27417787, IN COOK COUNTY, ILLINOIS.

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SIGN EASEMENT DESCRIPTION

THAT PART OF LOT 1 IN ENGLAND'S SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24TH, 1985 AS DOCUMENT #27417787, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 02 DEGREES 06 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 ALSO BEING THE EAST RIGHT OF WAY LINE OF NASHVILLE AVENUE, A DISTANCE OF 10.95 FEET; THENCE NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST, 65.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST, 10.00 FEET; THENCE SOUTH 11 DEGREES 56 MINUTES 43 SECONDS EAST, 10.00 FEET; THENCE SOUTH 78 DEGREES 03 MINUTES 17 SECONDS WEST, 10.00 FEET; THENCE NORTH 11 DEGREES 56 MINUTES 43 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 100.00 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

UTILITY EASEMENT DESCRIPTION

THAT PART OF LOT 1 IN ENGLAND'S SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24TH, 1985 AS DOCUMENT #27417787, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 02 DEGREES 06 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 10.95 FEET TO A POINT ON THE NORTH LINE OF THE AFORESAID SIGN EASEMENT EXTENDED WEST; THENCE NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST ALONG SAID NORTH LINE EXTENDED WEST, 60.67 FEET TO A POINT ON SAID NORTH LINE ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 20 DEGREES 07 MINUTES 39 SECONDS WEST, 60.61 FEET TO THE SOUTH FACE OF AN EXISTING BUILDING; THENCE NORTH 87 DEGREES 53 MINUTES 14 SECONDS EAST ALONG SAID SOUTH BUILDING FACE, 6.31 FEET THE EAST LINE OF LOT 1 ALSO BEING THE WEST LINE OF INTERSTATE 294 AS MONUMENTED; THENCE SOUTH 20 DEGREES 07 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE, 59.52 FEET TO A POINT ON SAID NORTH LINE OF SIGN EASEMENT EXTENDED EAST; THENCE SOUTH 78 DEGREES 03 MINUTES 17 SECONDS WEST ALONG SAID NORTH LINE, 6.06 FEET TO A POINT, SAID POINT ALSO BEING THE POINT OF BEGINNING, CONTAINING 360.38 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

ACCESS EASEMENT DESCRIPTION

THAT PART OF LOT 1 IN ENGLAND'S SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24TH, 1985 AS DOCUMENT #27417787, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 02 DEGREES 06 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 ALSO BEING THE EAST LINE OF NASHVILLE AVENUE A DISTANCE OF 5.88 FEET TO THE POINT BEGINNING; THENCE CONTINUING NORTH 02 DEGREES 06 MINUTES 20 SECONDS WEST ALONG SAID WEST LINE, 5.07 FEET; THENCE NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST, 65.60 FEET TO THE NORTHWEST CORNER OF THE AFORESAID SIGN EASEMENT; THENCE SOUTH 11 DEGREES 56 MINUTES 43 SECONDS EAST ALONG THE WEST LINE OF SAID SIGN EASEMENT, 5.00 FEET; THENCE SOUTH 78 DEGREES 03 MINUTES 17 SECONDS WEST, 58.47 FEET TO SAID WEST LINE OF LOT 1, SAID POINT ALSO BEING THE POINT OF BEGINNING, CONTAINING 280.18 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

AIR-RIGHTS EASEMENT DESCRIPTION

THAT PART OF LOT 1 IN ENGLAND'S SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24TH, 1985 AS DOCUMENT

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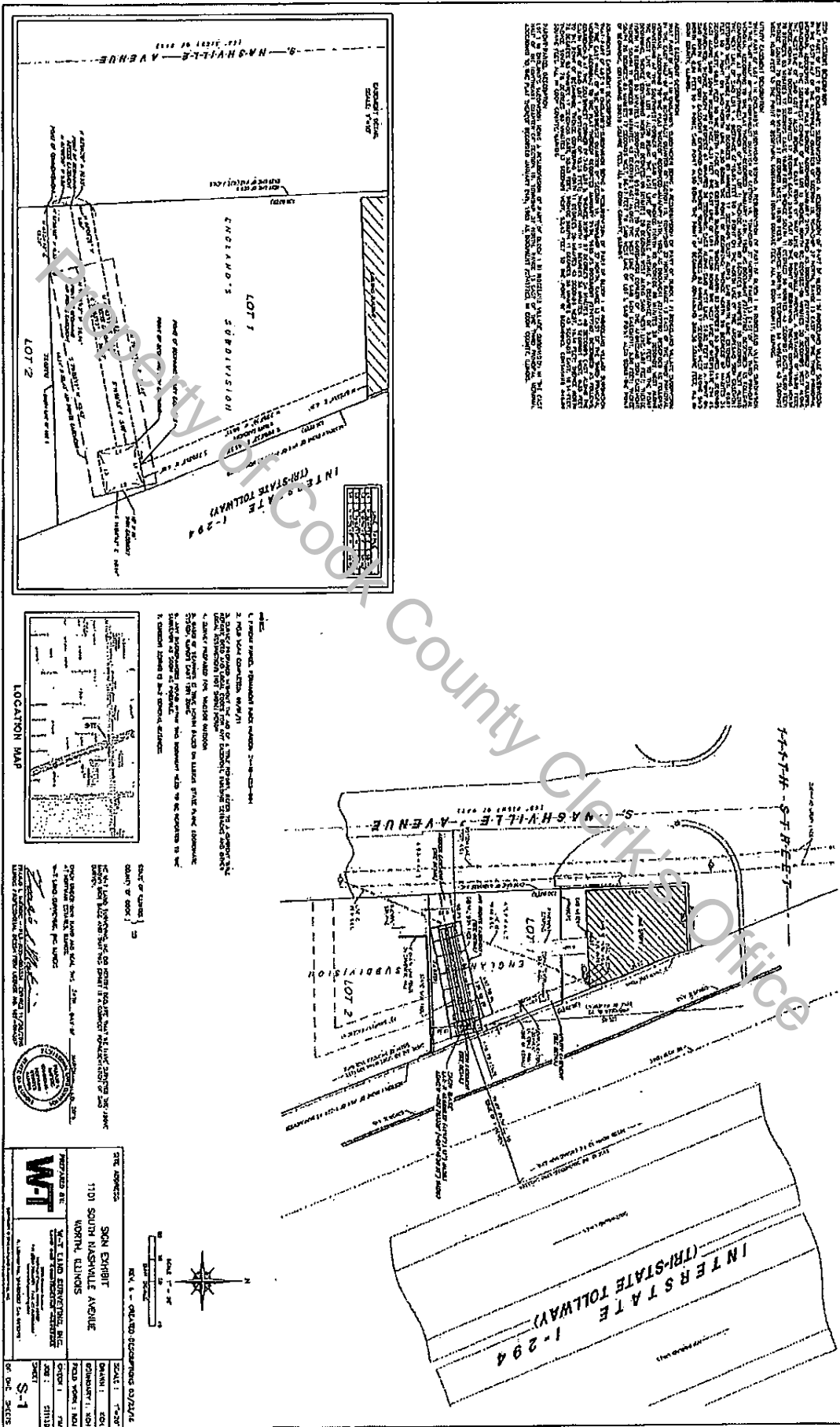
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PARENT PARCEL DESCRIPTION

LOT 1 IN ENGLAND'S SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24th, 1985 AS DOCUMENT #27417787, IN COOK COUNTY, ILLINOIS.

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NOTICE: This plat is a preliminary plat and is subject to the provisions of the Tennessee Subdivision Act, Chapter 128, Tennessee Code Annotated, and the rules and regulations of the Tennessee Department of Transportation. The plat is not to be used for any purpose other than to show the location of the proposed subdivision. The plat is not to be used for any purpose other than to show the location of the proposed subdivision. The plat is not to be used for any purpose other than to show the location of the proposed subdivision.

- 1. LOT 1: 1101 SOUTH NASHVILLE AVENUE, 1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-1165-1166-1167-1168-1169-1170-1171-1172-1173-1174-1175-1176-1177-1178-1179-1180-1181-1182-1183-1184-1185-1186-1187-1188-1189-1190-1191-1192-1193-1194-1195-1196-1197-1198-1199-1200-1201-1202-1203-1204-1205-1206-1207-1208-1209-1210-1211-1212-1213-1214-1215-1216-1217-1218-1219-1220-1221-1222-1223-1224-1225-1226-1227-1228-1229-1230-1231-1232-1233-1234-1235-1236-1237-1238-1239-1240-1241-1242-1243-1244-1245-1246-1247-1248-1249-1250-1251-1252-1253-1254-1255-1256-1257-1258-1259-1260-1261-1262-1263-1264-1265-1266-1267-1268-1269-1270-1271-1272-1273-1274-1275-1276-1277-1278-1279-1280-1281-1282-1283-1284-1285-1286-1287-1288-1289-1290-1291-1292-1293-1294-1295-1296-1297-1298-1299-1300-1301-1302-1303-1304-1305-1306-1307-1308-1309-1310-1311-1312-1313-1314-1315-1316-1317-1318-1319-1320-1321-1322-1323-1324-1325-1326-1327-1328-1329-1330-1331-1332-1333-1334-1335-1336-1337-1338-1339-1340-1341-1342-1343-1344-1345-1346-1347-1348-1349-1350-1351-1352-1353-1354-1355-1356-1357-1358-1359-1360-1361-1362-1363-1364-1365-1366-1367-1368-1369-1370-1371-1372-1373-1374-1375-1376-1377-1378-1379-1380-1381-1382-1383-1384-1385-1386-1387-1388-1389-1390-1391-1392-1393-1394-1395-1396-1397-1398-1399-1400-1401-1402-1403-1404-1405-1406-1407-1408-1409-1410-1411-1412-1413-1414-1415-1416-1417-1418-1419-1420-1421-1422-1423-1424-1425-1426-1427-1428-1429-1430-1431-1432-1433-1434-1435-1436-1437-1438-1439-1440-1441-1442-1443-1444-1445-1446-1447-1448-1449-1450-1451-1452-1453-1454-1455-1456-1457-1458-1459-1460-1461-1462-1463-1464-1465-1466-1467-1468-1469-1470-1471-1472-1473-1474-1475-1476-1477-1478-1479-1480-1481-1482-1483-1484-1485-1486-1487-1488-1489-1490-1491-1492-1493-1494-1495-1496-1497-1498-1499-1500-1501-1502-1503-1504-1505-1506-1507-1508-1509-1510-1511-1512-1513-1514-1515-1516-1517-1518-1519-1520-1521-1522-1523-1524-1525-1526-1527-1528-1529-1530-1531-1532-1533-1534-1535-1536-1537-1538-1539-1540-1541-1542-1543-1544-1545-1546-1547-1548-1549-1550-1551-1552-1553-1554-1555-1556-1557-1558-1559-1560-1561-1562-1563-1564-1565-1566-1567-1568-1569-1570-1571-1572-1573-1574-1575-1576-1577-1578-1579-1580-1581-1582-1583-1584-1585-1586-1587-1588-1589-1590-1591-1592-1593-1594-1595-1596-1597-1598-1599-1600-1601-1602-1603-1604-1605-1606-1607-1608-1609-1610-1611-1612-1613-1614-1615-1616-1617-1618-1619-1620-1621-1622-1623-1624-1625-1626-1627-1628-1629-1630-1631-1632-1633-1634-1635-1636-1637-1638-1639-1640-1641-1642-1643-1644-1645-1646-1647-1648-1649-1650-1651-1652-1653-1654-1655-1656-1657-1658-1659-1660-1661-1662-1663-1664-1665-1666-1667-1668-1669-1670-1671-1672-1673-1674-1675-1676-1677-1678-1679-1680-1681-1682-1683-1684-1685-1686-1687-1688-1689-1690-1691-1692-1693-1694-1695-1696-1697-1698-1699-1700-1701-1702-1703-1704-1705-1706-1707-1708-1709-1710-1711-1712-1713-1714-1715-1716-1717-1718-1719-1720-1721-1722-1723-1724-1725-1726-1727-1728-1729-1730-1731-1732-1733-1734-1735-1736-1737-1738-1739-1740-1741-1742-1743-1744-1745-1746-1747-1748-1749-1750-1751-1752-1753-1754-1755-1756-1757-1758-1759-1760-1761-1762-1763-1764-1765-1766-1767-1768-1769-1770-1771-1772-1773-1774-1775-1776-1777-1778-1779-1780-1781-1782-1783-1784-1785-1786-1787-1788-1789-1790-1791-1792-1793-1794-1795-1796-1797-1798-1799-1800-1801-1802-1803-1804-1805-1806-1807-1808-1809-1810-1811-1812-1813-1814-1815-1816-1817-1818-1819-1820-1821-1822-1823-1824-1825-1826-1827-1828-1829-1830-1831-1832-1833-1834-1835-1836-1837-1838-1839-1840-1841-1842-1843-1844-1845-1846-1847-1848-1849-1850-1851-1852-1853-1854-1855-1856-1857-1858-1859-1860-1861-1862-1863-1864-1865-1866-1867-1868-1869-1870-1871-1872-1873-1874-1875-1876-1877-1878-1879-1880-1881-1882-1883-1884-1885-1886-1887-1888-1889-1890-1891-1892-1893-1894-1895-1896-1897-1898-1899-1900-1901-1902-1903-1904-1905-1906-1907-1908-1909-1910-1911-1912-1913-1914-1915-1916-1917-1918-1919-1920-1921-1922-1923-1924-1925-1926-1927-1928-1929-1930-1931-1932-1933-1934-1935-1936-1937-1938-1939-1940-1941-1942-1943-1944-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811-2812-2813-2814-2815-2816-2817-2818-2819-2820-2821-2822-2823-2824-2825-2826-2827-2828-2829-2830-2831-2832-2833-2834-2835-2836-2837-2838-2839-2840-2841-2842-2843-2844-2845-2846-2847-2848-2849-2850-2851-2852-2853-2854-2855-2856-2857-2858-2859-2860-2861-2862-2863-2864-2865-2866-2867-2868-2869-2870-2871-2872-2873-2874-2875-2876-2877-2878-2879-2880-2881-2882-2883-2884-2885-2886-2887-2888-2889-2890-2891-2892-2893-2894-2895-2896-2897-2898-2899-2900-2901-2902-2903-2904-2905-2906-2907-2908-2909-2910-2911-2912-2913-2914-2915-2916-2917-2918-2919-2920-2921-2922-2923-2924-2925-2926-2927-2928-2929-2930-2931-2932-2933-2934-2935-2936-2937-2938-2939-2940-2941-2942-2943-2944-2945-2946-2947-2948-2949-2950-2951-2952-2953-2954-2955-2956-2957-2958-2959-2960-2961-2962-2963-2964-2965-2966-2967-2968-2969-2970-2971-2972-2973-2974-2975-2976-2977-2978-2979-2980-2981-2982-2983-2984-2985-2986-2987-2988-2989-2990-2991-2992-2993-2994-2995-2996-2997-2998-2999-3000-3001-3002-3003-3004-3005-3006-3007-3008-3009-3010-3011-3012-3013-3014-3015-3016-3017-3018-3019-3020-3021-3022-3023-3024-3025-3026-3027-3028-3029-3030-3031-3032-3033-3034-3035-3036-3037-3038-3039-3040-3041-3042-3043-3044-3045-3046-3047-3048-3049-3050-3051-3052-3053-3054-3055-3056-3057-3058-3059-3060-3061-3062-3063-3064-3065-3066-3067-3068-3069-3070-3071-3072-3073-3074-3075-3076-3077-3078-3079-3080-3081-3082-3083-3084-3085-3086-3087-3088-3089-3090-3091-3092-3093-3094-3095-3096-3097-3098-3099-3100-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UNOFFICIAL COPY

Prepared by:
Mr. Daniel C. Curth
Goldstein & McClintock LLLP
208 S. LaSalle Street, Suite 1750
Chicago, IL 60604

Doc#: 1623929109 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/26/2016 03:44 PM Pg: 1 of 4

After recording return to:
Mr. Daniel C. Curth
Goldstein & McClintock LLLP
208 S. LaSalle Street, Suite 1750
Chicago, IL 60604

AMENDMENT TO LEASE AND EASEMENT AGREEMENT

This Amendment To Lease And Easement Agreement (this "Amendment"), dated August 24, 2016, is executed by and among Elevated Enterprises, LLC, an Illinois limited liability company ("Grantor") and Windsor Outdoor, LLC, a Delaware limited liability company ("Grantee").

RECITALS

WHEREAS Grantor is successor-in-interest to the original Lessor of a Lease and Easement Agreement dated August 31, 2011, recorded as Document number 1609146088;

WHEREAS the Lease and Easement Agreement grants among other things, a Utility Easement to Grantee;

WHEREAS Grantor sought Grantee's consent to relocate the Utility Easement;

WHEREAS Grantee conditioned its consent upon receiving an Amended Utility Easement, which condition Grantor accepted;

WHEREAS the Utility Easement has been relocated as depicted and as legally described on the survey, prepared by Engineering Resource Associates, Inc. ("ERA") as ERA Job # 160703, captioned as Easement Exhibit, and attached hereto as Exhibit A;

NOW THEREFORE, Grantor and Grantee hereby agree to amend the Lease and Easement Agreement to replace the Utility Easement Description contained in that Agreement with the Amended Utility Easement Description contained on the Easement Exhibit attached hereto as Exhibit A. All other terms and conditions of the Lease and Easement Agreement shall continue to remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above:

UNOFFICIAL COPY

GRANTEE: Windsor Outdoor, LLC

By: [Signature]

Its: Managing Partner of the Managing Member

Date: 8/25/16

State of ~~Illinois~~)
NEW YORK) SS.
County of WESTCHESTER

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that ROBERT BLUM, personally known to me to be the Managing Partner of the Managing Member of Windsor Outdoor, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and severally acknowledged that as such role, pursuant to authority given by said Limited Liability Company, signed, sealed, and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said Limited Liability Company, for the purposes therein set forth.

Given under my hand and Notarial seal this 25 day of August, 2016.

[Signature]

Notary Public

Commission Expires: 2019



UNOFFICIAL COPY

P.I.N. 24-19-223-004
P.I.N. 24-19-223-005

EASEMENT EXHIBIT

PROPERTY DESCRIPTION:

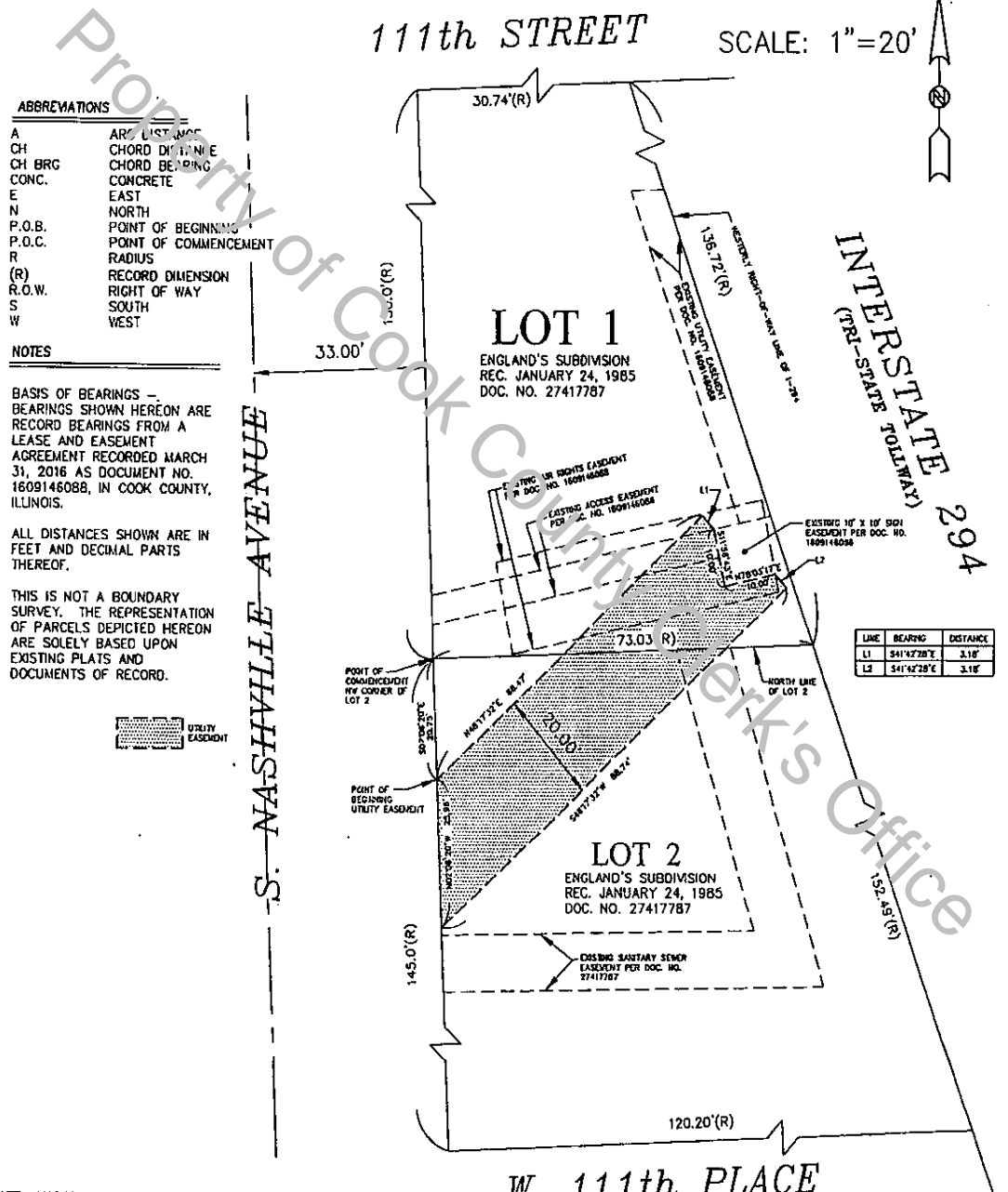
LOT 1 AND 2 IN ENGLAND'S SUBDIVISION, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE, A SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE, 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24, 1985 AS DOCUMENT 27417787 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6559 W. 111TH STREET, WORTH, ILLINOIS (LOT 1)
1105 S. NASHVILLE AVENUE, WORTH, ILLINOIS (LOT 2)

UTILITY EASEMENT DESCRIPTION:

THAT PART OF LOTS 1 AND 2 IN ENGLAND'S SUBDIVISION, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE, A SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE, 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24, 1985 AS DOCUMENT 27417787 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 02 DEGREES 08 MINUTES 20 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 2 ALSO BEING THE EAST RIGHT OF WAY LINE OF NASHVILLE AVENUE, A DISTANCE OF 20.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 48 DEGREES 17 MINUTES 32 SECONDS EAST, DISTANCE OF 88.47 FEET; THENCE SOUTH 41 DEGREES 42 MINUTES 28 SECONDS EAST, A DISTANCE OF 3.18 FEET TO THE NORTHWEST CORNER OF A SIGN EASEMENT AS DESCRIBED BY A LEASE AND EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 1609146088; THENCE SOUTH 11 DEGREES 56 MINUTES 43 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID SIGN EASEMENT, A DISTANCE OF 10.00 FEET; THENCE NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID SIGN EASEMENT, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF SAID SIGN EASEMENT; THENCE SOUTH 41 DEGREES 42 MINUTES 28 SECONDS EAST, A DISTANCE OF 3.18 FEET; THENCE SOUTH 48 DEGREES 17 MINUTES 32 SECONDS WEST, A DISTANCE OF 88.74 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE NORTH 02 DEGREES 08 MINUTES 20 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 25.96 FEET TO THE POINT OF BEGINNING, CONTAINING 1,522 SQUARE FEET, MORE OR LESS, ALL IN COOK COUNTY ILLINOIS.



ABBREVIATIONS

A	ARC LENGTH
CH	CHORD DISTANCE
CH BRG	CHORD BEARING
CONC.	CONCRETE
E	EAST
N	NORTH
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R	RADIUS
(R)	RECORD DIMENSION
R.O.W.	RIGHT OF WAY
S	SOUTH
W	WEST

NOTES

BASIS OF BEARINGS - BEARINGS SHOWN HEREON ARE RECORD BEARINGS FROM A LEASE AND EASEMENT AGREEMENT RECORDED MARCH 31, 2016 AS DOCUMENT NO. 1609146088, IN COOK COUNTY, ILLINOIS.

ALL DISTANCES SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

THIS IS NOT A BOUNDARY SURVEY. THE REPRESENTATION OF PARCELS DEPICTED HEREON ARE SOLELY BASED UPON EXISTING PLATS AND DOCUMENTS OF RECORD.



LINE	BEARING	DISTANCE
L1	S41°42'28"E	3.18'
L2	S41°42'28"E	3.18'

DATE: AUGUST 12, 2016
CLIENT: JAMES CARAHER
ERA JOB #: 160708

ENGINEERING RESOURCE ASSOCIATES, INC.
CONSULTING ENGINEERS, SCIENTISTS & SURVEYORS

35701 WEST AVENUE, SUITE 150 WARRENVILLE, ILLINOIS 60555 PHONE (630) 393-3060 FAX (630) 393-2152	2416 GALEN DRIVE CHAMPAIGN, ILLINOIS 61821 PHONE (217) 351-6268 FAX (217) 355-1902
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DRAWN BY: TBM
CHECKED BY: TBM
APPROVED BY: TBM

PROFESSIONAL DESIGN FIRM NUMBER: 184.001186

G:\PROJECTS\Caraher\160708\11thStWorth\CADD\160708_6559W111thStWorth\11thEasement Exhibit REV1.dwg Updated by: tmartinek 8/12/2016

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PREPARED BY AND WHEN RECORDED RETURN TO:

CLEAR CHANNEL OUTDOOR, INC.
2325 East Camelback, Suite 400
Phoenix, Arizona 85016
Attn: Legal Dept

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE is made this ___ day of _____, 2016, by WINDSOR OUTDOOR, LLC., a Delaware Limited Liability Company ("Assignor") to CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation ("Assignee").

RECITALS

A. Assignor owns all right title and interest in and has good and marketable title to that certain lease over certain real property located in Cook County, Illinois and legally described on Exhibit "1" attached hereto (the "Property"), as set forth in that certain Lease and Easement Agreement, dated August 31, 2011, by and between Juanita England, assignor, and Assignor, as assignee, recorded on March 31, 2016, as Document No. 1609146088, Official Records of Cook County, Illinois and amended by that certain Amendment to Lease and Easement Agreement, dated August 24, 2016, by and between Elevated Enterprises, LLC, an Illinois liability company, as successor-in-interest to Juanita England, as assignor, and Assignor, as assignee, recorded on August 26, 2016, as Document No. 1623929109, Official Records of Cook County, Illinois, attached hereto as Exhibit "2" (collectively, the "Lease Agreement")

B. Assignor and Assignee entered into that certain Asset Purchase Agreement dated September 29, 2016 (the "Purchase Agreement"), whereby Assignee agreed to purchase the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. Assignor assigns, transfers and conveys to Assignee and Assignee accepts from Assignor all right, title and interest of Assignor in the Lease Agreement from and after the date hereof.
2. Assignor has made certain representations and warranties with respect to the Lease Agreement as set forth in the Purchase Agreement, which representations and warranties are incorporated by this reference. This Assignment is not intended to modify, enlarge or restrict the rights and obligations of the parties to the Agreement; and to the extent that any provision of this Assignment is inconsistent with the Agreement, the provisions of the Agreement shall control.

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EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

LOT 1 AND 2 IN ENGLAND'S SUBDIVISION, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE, A SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE, 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24, 1985 AS DOCUMENT 27417787 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6559 W. 111TH STREET, WORTH, ILLINOIS (LOT 1)
1105 S. NASHVILLE AVENUE, WORTH, ILLINOIS (LOT 2)

Property of Cook County Clerk's Office

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Doc#: 1609146088 Fee: \$124.00
 RHSP Fee: \$9.00 RPRF Fee: \$1.00
 Karen A. Yarbrough
 Cook County Recorder of Deeds
 Date: 03/31/2016 10:02 AM Pg: 1 of 18

LEASE AND EASEMENT AGREEMENT

The Lease and Easement Agreement (this "Lease") is made as of the 31st day of August 2011, by and between Juanita England as ("Lessor") and WINDSOR OUTDOOR, L.L.C., a Delaware limited liability company, as lessee ("Lessee").

RECITALS

Lessor is the owner of a certain Parcel of land described on Exhibit A hereto (the "Retained Parcel"). The Retained Parcel is located at the southwest corner of 111th Street and I-294 with a common address of 6559 West 111th Street in Worth, Illinois. Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, one portion of the Retained Parcel described on Exhibit B hereto (such portion a "Sign Parcel") for the purpose of constructing, installing and operating an outdoor advertising Sign in accordance with the terms and conditions set forth herein. In addition to the lease of the Sign Parcel to Lessee, Lessor also desires to grant to Lessee certain easements and other rights pertaining to those portions of the Retained Parcel which are necessary or desirable in connection with the construction, installation, operation and maintenance of the Sign, in accordance with the terms and conditions set forth herein.

AGREEMENT

The parties hereto agree as follows:

1. Lease of the Sign Parcel. In consideration for the rents and covenants herein stipulated to be paid and performed by Lessee, and subject to the terms and conditions herein specified, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Sign Parcel.
2. Grant of Easements. As additional consideration for the rents to be paid and covenants to be performed by Lessee, and subject to the terms and conditions specified herein, Lessor hereby grants, assign and conveys to Lessee the easements (the "Easements") described below:
 - a. An easement to enter the Retained Parcel for the purpose of access to and from, and construction, installation, operation and maintenance of the Sign at the location described in Exhibit C-1;
 - b. An easement to install electrical or other utility cable and equipment on, across, over or under the Retained Parcel as described in Exhibit C-1 hereto, for the purpose of supplying utility services to the Sign Parcel; and
 - c. An easement for the extension of the Sign onto and over the Retained Parcel as described in Exhibit C-2 hereto.

The Easements shall be irrevocable during the Lease Term (defined below) and shall terminate

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Rental Payments throughout the entire term of this lease.

b. **Consumer Price Index Adjustment.** At each five (5) year anniversary from the date of the initial Monthly Rental Payment during the Lease Term, the Monthly Rental Payment shall be adjusted to reflect the change in Consumer Price Index. This new adjusted monthly payment amount becomes effective for the following five-year period until the next CPI adjustment. (i) The "Consumer Price Index" (the "CPI") means the Consumer Price Index for Chicago all items CPI for urban wage earners and clerical workers as published by the United States Department of Labor Bureau of Labor Statistics; (ii) if the Bureau of Labor Statistics substantially revises the manner in which the CPI is determined an adjustment shall be made in the revised CPI which would produce results equivalent as nearly as possible to those which would be obtained if the CPI had not been revised; (iii) if the CPI becomes unavailable to the public because of publication is discontinued or otherwise, Lessor shall substitute therefore a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any governmental agency or, if no such index is available, on a comparable index published by a major financial or lending institution, university or recognized financial publication.

6. **Permits, Licenses and Other Governmental Approvals.** Lessor and Lessee hereby acknowledge that applicable laws (including without limitation certain federal, state and local statutes, regulations and ordinances) require the operator of the Sign to obtain certain permits, licenses and other governmental approvals (the "Permits and Approvals") prior to the construction, installation and operation of the Sign as contemplated herein. Lessee shall be responsible, at its sole cost and expense, for obtaining all necessary Permits and Approvals prior to the installation and construction of the Sign, and for maintaining such Permits and Approvals during the term of this Lease. Lessor shall cooperate in a prompt manner with all reasonable requests of Lessee in connection with Lessee's efforts to obtain the Permits and Approvals. Lessor hereby grants to Lessee the power and authority to execute on behalf of Lessor any and all documents required to obtain the Permits and Approvals. In the event the Lessor is unable to secure the Permits and Approvals, the Lessor has the right to terminate this Agreement.

7. **Representations and Warranties of Lessee.** Lessee represents and warrants that it has full power and authority to enter into this Lease. Lessee further represents and warrants that execution and delivery of this Lease by Lessee and performance by Lessee of its obligations hereunder shall not conflict with the organizational documents of Lessee, or result in the violation of any law or the breach of the terms of any agreement to which Lessor or any of its Affiliates is a party. In each instance where a waiver or consent is required, such waiver or consent has been obtained.

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8. Representations and Warranties of Lessor. Lessor represents and warrants that it is the owner of the Retained Parcel, and as such has full power and authority to enter into this Lease. Lessor further represents and warrants that execution and delivery, of this Lease by Lessor and performance by Lessor of its obligations hereunder shall not conflict with the organizational documents of Lessor, or result in the violation of any law or the breach of the terms of any agreement to which Lessor or any of its Affiliates is a party and that in each instance where a consent or waiver was required, such waiver or consent has been obtained.

9. Ownership of Sign and Related Improvements. The Sign, and all other improvements installed on the Sign Parcel or as permitted by the Easements in connection with the construction, installation, operation or maintenance of the Sign, shall remain trade fixtures and personal property of Lessee. Such trade fixtures and personal property may be removed by Lessee, at Lessee's sole cost and expense, at any time during the Lease Term and at Lessee's sole cost and expense, shall be removed within thirty (30) days following expiration or termination of this Lease. Lessor waives all interest in and to the Sign. Removal of the Sign shall be defined as the removal of all elements of Sign above grade, removal of the foundation to a depth of two (2) feet and restoration of the Sign Parcel to a condition close as possible to its condition prior to the construction of the Sign. Upon the expiration of the Lease Term, the Lessor shall have the right to purchase the Sign and any of the related improvements within 30 days after the termination of the Agreement. The Lessor and Lessee hereby agree to appoint three appraisers acceptable to both Lessee and Lessor with extensive experience and background in valuing outdoor advertising assets. The appraisers shall make a determination within 15 days after being appointed. The value of the sign asset shall be an amount equal to the average of the three appraised values and shall be paid to the Lessee within 15 fifteen days of receiving the appraisers' determination. In the event the Lessor does not elect to acquire the sign asset then the Lessee shall remove the Sign from the Sign Parcel in accordance with the provisions of Section 9 of this Lease.

10. Maintenance of Utilities. Lessee shall be responsible, at its sole cost and expense, for the maintenance of the light fixtures and basic electrical repair. Lessee shall also pay the Quarterly charges for all utilities used in connection with the operation of the Sign.

11. Insurance.

a. General Liability. Lessee shall obtain and keep in force during the Lease Term comprehensive general liability coverage if available, as to the Sign Parcel and the Sign with coverage of Two Million and no/100 dollars (\$2,000,000.00) naming Lessor as an additional insured. Lessor shall obtain and keep in force during the Lease Term comprehensive general liability insurance as to the Retained Parcel, with contractual liability coverage if available, with coverage of One Million and no/100 Dollars (\$1,000,000.00) naming Lessee as an additional insured. Each party shall deliver to the other, certificates evidencing such insurance for which it is responsible hereunder promptly following the execution hereof. Each party hereto shall cause such insurance for which it is responsible to be renewed from time to time no later than thirty (30) days prior to its scheduled expiration date, with new certificates to be promptly delivered to the other party hereto upon each renewal.

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b. **Workers' Compensation.** Lessee shall maintain or require its contractors providing services in connection with the construction, installation, operation or maintenance of the Sign to maintain workers' compensation insurance in accordance with applicable law.

12. **Indemnification.** Each party ("Indemnitor") shall indemnify and hold harmless the other and its employees, agents and contractors from all injury, damage and liability to others arising by reason of any act of the Indemnitor or its employees, agents and contractors in respect of activities on the Retained Parcel, including without limitation activities pertaining to the Sign Parcel and the Sign. So long as the respective insurers so permit without the payment of additional premiums or reduction of insurance coverage, Lessor and Lessee each hereby waive any and every claim for recovery from the other for any and all loss or damage which loss or damage is covered by valid and collectible fire and extended coverage insurance policies to the extent that such loss or damage is recovered under such policies. Lessee or Lessor shall notify the other if its insurer does not permit such a waiver. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or other person), Lessor and Lessee each agree to give to each insurance company which has issued, or in the future may issue, to them policies of fire and extended coverage insurance notice of the terms of this mutual waiver and to have such insurance policies properly endorsed if necessary to avoid invalidation of such insurance coverage by reason of such waiver.

13. **Taxes.** Lessor shall pay all real estate taxes pertaining to the Retained Parcel, including without limitation the Sign Parcel, or before the date on which such taxes are due. In the event Lessor fails to pay such taxes when due, Lessee may pay such taxes on behalf of Lessor, offset any amounts so paid against future Monthly Rental Payments and pursue any other legal remedy available to recover from Lessor amounts so paid. Lessee shall pay all other taxes pertaining to the operation of the Sign.

14. **Termination of Agreement.** In the event that any change or enforcement of governmental law, regulations, permits or approvals either by the State of Illinois, Federal Government and / or the Village of Worth or any activity / development by the property owner or any adjacent property owner that would adversely effect the visibility of the Sign and would prohibit the Lessee to operate and market the Sign, Lessee may terminate this Agreement upon thirty (30) days prior written notice to Lessor or if in Lessee's sole opinion, the view of the Sign is obstructed or impaired in any way, or if the value of the Sign is diminished by reason of diversion or reduction of vehicular traffic, Lessee may immediately at its option, adjust the rental in direct proportion to the decreased value of the Sign resulting from any of the foregoing circumstances, or may terminate the Lease and receive all prepaid rent for any un-expired term, and have no further obligation to pay rent.

15. **Memorandum of Lease and Easement Agreement.** Promptly following the execution hereof, the parties hereto shall cause to be recorded in the real estate records of the County of Cook, State of Illinois, a Memorandum of Lease and Easement Agreement. Lessee shall pay all fees incurred to record the Memoranda described in this Section 14. Additionally, upon the termination of this lease, Lessee shall notify and amend the real estate records of the County

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of Cook, State of Illinois, a Memorandum of Lease and Easement Agreement to reflect the lease has been terminated and all fees incurred to record the Memoranda described in this Section 14 shall be paid by Lessee.

16. **Title Insurance.** Notwithstanding any provision to the contrary in this Lease, Lessee's obligation to make the Quarterly Rental Payments pursuant to Section 5 (a) is conditioned upon receipt by Lessee of (a) a copy of Lessor's owner's policy of title insurance showing fee simple title to the Retained Parcel in Lessor, together with a date down endorsement dated subsequent to the date hereof and such other endorsements as Lessee may reasonably require, or (b) an ALTA Lessee's policy of title insurance naming Lessee as policyholder and showing Lessee as holder of a leasehold interest in the Retained Parcel, together with such endorsements as Lessee may reasonably require. Lessee shall pay all costs incurred in connection with the issuance of the Lessee's title policy, and any endorsements to such Lessee's title policy or Lessor's owner's policy, pursuant to this Section 15.

17. **Non-Disturbance Agreement.** Notwithstanding any provision to the contrary in this Lease, Lessee's obligation to make the Quarterly Rental Payment pursuant to Section 5(a) is conditioned upon delivery by Lessor to Lessee of a non-disturbance agreement (each a "Non-Disturbance Agreement") with respect to Lessee's rights under this Lease, in form and substance reasonably satisfactory to Lessee, from each holder of a mortgage, deed of trust or similar instrument evidencing a security interest in the Retained Parcel (each such mortgage, deed of trust or similar instrument being referred to herein as a "Mortgage"). If the required Non-Disturbance Agreements are not received by Lessee within thirty (30) days after the securing of the Permits and Approvals pursuant to Section 6, Lessee may terminate this Lease as of a date not less than thirty (30) business days after receipt by Lessor of written notice of such termination unless such required Non-Disturbance Agreements are received by Lessee within such thirty (30) day period. Each Non-Disturbance Agreement shall provide that so long as Lessee shall, subject to any applicable notice and cure rights, pay rent when due and otherwise perform its obligations as set forth in the Lease, (a) Lessee shall not be joined as an adverse party defendant in any action or proceeding which may be instituted or commenced by any holder of a Mortgage to foreclose or enforce such Mortgage, (b) Lessee shall not be evicted from the Sign Parcel, (c) Lessee's rights to use and possession of the Sign Parcel and use of the Retained Parcel under the Lease shall not be affected in any way by reason of the modification of or default under, such Mortgage, and (d) Lessee's leasehold estate under the Lease shall not be terminated or disturbed during the term of the Lease by reason of any default under such Mortgage.

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18. Miscellaneous.

a. **Notices.** All notices required to be given or delivered under this Lease shall be in writing and shall be validly given (a) upon hand delivery or (b) one day following deposit with a courier or express service guaranteeing overnight delivery addressed as follows:

If to Lessor:

JUANITA ENGLAND
63 SPYGLASS CIRCLE
PALOS HEIGHTS IL 60463
6559 W. 111TH ST
WORTH IL 60482

If to Lessee:

Windsor Outdoor, LLC
625 Plainfield Road
Suite 142
Willowbrook, Illinois 60527

or such other person or address which Lessor or Lessee shall have given upon notice as herein provided.

b. **Governing Law.** This Lease shall be governed by, and interpreted in accordance with, the laws of the State of Illinois.

c. **Sale of the Retained Parcel.** Any sale or other conveyance of the Retained Parcel or portions thereof shall be subject to this Lease. Until Lessee receives notice of any such sale or conveyance from Lessor and Lessor's interest in this Lease is assigned, Lessee may continue to treat Lessor as Lessor.

d. **Expenses.** Except as otherwise specified herein, each party shall be responsible for the payment of fees and expenses incurred by such party or on such party's behalf in connection with the execution and delivery of this Lease, and the performance of its obligations hereunder.

e. **Severability.** Wherever possible, each provision of this Lease shall be interpreted as to be effective and valid under applicable law, but if any provision hereof is held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate or otherwise render ineffective the remaining provisions of this Lease.

f. **Successors and Assign.** Except as otherwise expressly provided herein, all covenants and agreements contained in this Lease by or on behalf of the parties hereto shall bind and inure to the benefit of their respective successors and assign.

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g. **Entire Agreement.** Except as otherwise expressly provided herein, this Lease, the exhibits hereto, those documents expressly referred to herein or therein, and all other documents of even date herewith delivered by or on behalf of the parties hereto, if any, embody the complete agreement and understanding of the parties with respect to the subject matters hereof, and supersede and preempt any prior understandings, agreements or representations by either party, written or oral, pertaining to such subject matter.

h. **Estoppel Certificate.** Lessor agrees that from time to time, upon not less than ten (10) days prior written request by the Lessee, Lessor will deliver to the Lessee a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and identifying the modifications), (b) the dates to which the Rent and other charges have been paid, and (c) that so far as the person making the certificate knows, the Lessee is not in default under any provision of this Lease (or if there is alleged defaults by Lessee, specifying the nature of such alleged defaults). Failure of Lessor to deliver said statement within the prescribed time period shall be deemed to be a default under this Lease.

i. **Content of Lessee's Advertising.** Notwithstanding the terms of Section 4 hereof Lessee shall be prohibited from utilizing the Sign to display the following.

(1) advertising of a prurient or sexual nature; (2) advertising of a direct competitor of Lessor's tenant. Examples of advertising also prohibited by this provision are advertising for condoms, adult entertainment businesses, and tobacco.

j. **Lessor's Advertising.** (a) Lessee agrees to display advertising for the Lessor on one (1) of the faces of the Lessee's Signs in the event there is a vacancy. The scheduling of the Lessor's advertising shall be done at the Lessee's sole discretion. The Lessor shall pay all the costs of the advertising including the production of the vinyl flex display and the cost of installing and removing the Lessor's advertising.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LESSOR:

By: Juanita England
Title: owner
Date: 8-31-11

LESSEE: WINDSOR OUTDOOR, LLC

By: [Signature]
Title: President
Date: 9-15-11

Property of Cook County Clerk's Office

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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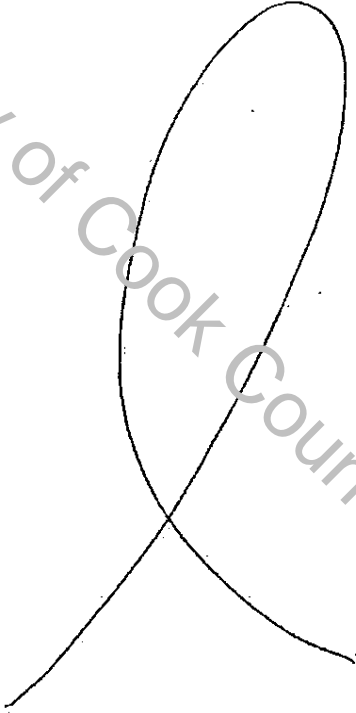
EXHIBIT A

The Retained Parcel

P.A.N.# 24-19-223-004-0000

For the property commonly known as:

Property of Cook County Clerk's Office



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EXHIBIT B

The Sign Parcel

The Sign Parcel shall be approximately 10 feet by 10 feet square located on the Retained Parcel in the location identified as Sign Parcel on the plat attached as Exhibit B-1. Such Sign Parcel shall be legally described by a surveyor at or before the time the Permits and Approvals are issued and the legal descriptions so prepared by the surveyor shall be inserted in the Lease as Exhibit B to replace this Exhibit B and Exhibit B-1.

Property of Cook County Clerk's Office

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EXHIBIT C-1

Access and Utility Easement

Access to the Sign Parcel shall be permitted from the public roadway known as 111th Street over areas which are reasonably designated by Lessor within thirty (30) days after the date hereof but at all times, there will be adequate access to the Sign for vehicles and construction equipment. If Lessor does not designate the location of the access within such time, Lessee may designate the location by notice to Lessor. During the construction and maintenance of the Sign on the Sign Parcel, vehicles and cranes may be parked on the Retained Parcel areas as reasonably necessary for the erection or maintenance of the Sign.

Utilities may be installed where reasonably necessary for extending utilities to the Sign Parcel. When such utilities have been installed, the location of the utility extensions and the access easement designated above shall be located by a surveyor hired by Lessee. The Lessee's rights for access and repair of the utilities shall be a strip 10 feet on either side of the centerline of such utilities. Such survey shall become a part of this Exhibit C-1.

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EXHIBIT C-2

Sign Extension Rights

The Sign faces shall be approximately 60 feet in length and 20 feet in height, plus extensions and reasonable appurtenances incidental to the operation and maintenance of the Sign and the advertising to be displayed thereon, and the bottom edge of the Sign faces shall be not less than 40 feet above the ground. The Sign faces may be at any angle up to 90 feet from one another and shall be attached to a single pylon. The pylon shall be centered in the Sign Parcel and the Sign shall extend beyond the Sign Parcel. At or about the time the Permits and Approvals are obtained, Lessee's surveyor shall prepare plans for the Sign. Such plans shall be substituted for this Exhibit C-2.

Property of Cook County Clerk's Office

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SIGN EASEMENT DESCRIPTION

THAT PART OF LOT 1 IN ENGLAND'S SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24TH, 1985 AS DOCUMENT #27417787, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 02 DEGREES 06 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 ALSO BEING THE EAST RIGHT OF WAY LINE OF NASHVILLE AVENUE, A DISTANCE OF 10.95 FEET; THENCE NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST, 55.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST, 10.00 FEET; THENCE SOUTH 11 DEGREES 56 MINUTES 43 SECONDS EAST, 10.00 FEET; THENCE SOUTH 78 DEGREES 03 MINUTES 17 SECONDS WEST, 10.00 FEET; THENCE NORTH 11 DEGREES 56 MINUTES 43 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 100.00 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

UTILITY EASEMENT DESCRIPTION

THAT PART OF LOT 1 IN ENGLAND'S SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24TH, 1985 AS DOCUMENT #27417787, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 02 DEGREES 06 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 10.95 FEET TO A POINT ON THE NORTH LINE OF THE AFORESAID SIGN EASEMENT EXTENDED WEST; THENCE NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST ALONG SAID NORTH LINE EXTENDED WEST, 60.67 FEET TO A POINT ON SAID NORTH LINE ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 20 DEGREES 07 MINUTES 39 SECONDS WEST, 60.61 FEET TO THE SOUTH FACE OF AN EXISTING BUILDING; THENCE NORTH 87 DEGREES 53 MINUTES 14 SECONDS EAST ALONG SAID SOUTH BUILDING FACE, 6.31 FEET THE EAST LINE OF LOT 1 ALSO BEING THE WEST LINE OF INTERSTATE 294 AS MONUMENTED; THENCE SOUTH 20 DEGREES 07 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE, 59.52 FEET TO A POINT ON SAID NORTH LINE OF SIGN EASEMENT EXTENDED EAST; THENCE SOUTH 78 DEGREES 03 MINUTES 17 SECONDS WEST ALONG SAID NORTH LINE, 6.06 FEET TO A POINT, SAID POINT ALSO BEING THE POINT OF BEGINNING, CONTAINING 360.38 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

ACCESS EASEMENT DESCRIPTION

THAT PART OF LOT 1 IN ENGLAND'S SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24TH, 1985 AS DOCUMENT #27417787, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 02 DEGREES 06 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 ALSO BEING THE EAST LINE OF NASHVILLE AVENUE A DISTANCE OF 5.88 FEET TO THE POINT BEGINNING; THENCE CONTINUING NORTH 02 DEGREES 06 MINUTES 20 SECONDS WEST ALONG SAID WEST LINE, 5.07 FEET; THENCE NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST, 55.60 FEET TO THE NORTHWEST CORNER OF THE AFORESAID SIGN EASEMENT; THENCE SOUTH 11 DEGREES 56 MINUTES 43 SECONDS EAST ALONG THE WEST LINE OF SAID SIGN EASEMENT, 5.00 FEET; THENCE SOUTH 78 DEGREES 03 MINUTES 17 SECONDS WEST, 56.47 FEET TO SAID WEST LINE OF LOT 1, SAID POINT ALSO BEING THE POINT OF BEGINNING, CONTAINING 280.18 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

AIR-RIGHTS EASEMENT DESCRIPTION

THAT PART OF LOT 1 IN ENGLAND'S SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24TH, 1985 AS DOCUMENT

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#27417787, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 87 DEGREES 54 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 15.28 FEET; THENCE NORTH 11 DEGREES 56 MINUTES 43 SECONDS WEST, 0.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 11 DEGREES 56 MINUTES 43 SECONDS WEST, 16.14 FEET; THENCE NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST, 52.42 FEET; THENCE SOUTH 11 DEGREES 56 MINUTES 43 SECONDS EAST, 16.14 FEET; THENCE SOUTH 78 DEGREES 03 MINUTES 17 SECONDS WEST, 52.42 FEET TO THE POINT OF BEGINNING, CONTAINING 846.06 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

PARENT PARCEL DESCRIPTION

LOT 1 IN ENGLAND'S SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24th, 1985 AS DOCUMENT #27417787, IN COOK COUNTY, ILLINOIS.

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UNOFFICIAL COPY

SIGN EASEMENT DESCRIPTION

THAT PART OF LOT 1 IN ENGLAND'S SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24TH, 1985 AS DOCUMENT #27417787, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 02 DEGREES 06 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 ALSO BEING THE EAST RIGHT OF WAY LINE OF NASHVILLE AVENUE, A DISTANCE OF 10.95 FEET; THENCE NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST, 65.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST, 10.00 FEET; THENCE SOUTH 11 DEGREES 56 MINUTES 43 SECONDS EAST, 10.00 FEET; THENCE SOUTH 78 DEGREES 03 MINUTES 17 SECONDS WEST, 10.00 FEET; THENCE NORTH 11 DEGREES 56 MINUTES 43 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 100.00 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

UTILITY EASEMENT DESCRIPTION

THAT PART OF LOT 1 IN ENGLAND'S SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24TH, 1985 AS DOCUMENT #27417787, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 02 DEGREES 06 MINUTES 20 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 10.95 FEET TO A POINT ON THE NORTH LINE OF THE AFORESAID SIGN EASEMENT EXTENDED WEST; THENCE NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST ALONG SAID NORTH LINE EXTENDED WEST, 60.67 FEET TO A POINT ON SAID NORTH LINE ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 20 DEGREES 07 MINUTES 39 SECONDS WEST, 60.31 FEET TO THE SOUTH FACE OF AN EXISTING BUILDING; THENCE NORTH 87 DEGREES 53 MINUTES 14 SECONDS EAST ALONG SAID SOUTH BUILDING FACE, 6.31 FEET THE EAST LINE OF LOT 1 ALSO BEING THE WEST LINE OF INTERSTATE 294 AS MONUMENTED; THENCE SOUTH 20 DEGREES 07 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE, 59.52 FEET TO A POINT ON SAID NORTH LINE OF SIGN EASEMENT EXTENDED EAST; THENCE SOUTH 78 DEGREES 03 MINUTES 17 SECONDS WEST ALONG SAID NORTH LINE, 6.06 FEET TO A POINT; SAID POINT ALSO BEING THE POINT OF BEGINNING, CONTAINING 360.38 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

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AIR-RIGHTS EASEMENT DESCRIPTION

THAT PART OF LOT 1 IN ENGLAND'S SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24TH, 1985 AS DOCUMENT

UNOFFICIAL COPY

#27417787, DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 87 DEGREES 54 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 15.28 FEET; THENCE NORTH 11 DEGREES 56 MINUTES 43 SECONDS WEST, 0.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 11 DEGREES 56 MINUTES 43 SECONDS WEST, 16.14 FEET; THENCE NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST, 52.42 FEET; THENCE SOUTH 11 DEGREES 56 MINUTES 43 SECONDS EAST, 16.14 FEET; THENCE SOUTH 78 DEGREES 03 MINUTES 17 SECONDS WEST, 52.42 FEET TO THE POINT OF BEGINNING, CONTAINING 846.06 SQUARE FEET, ALL IN COOK COUNTY, ILLINOIS.

PARENT PARCEL DESCRIPTION

LOT 1 IN ENGLAND'S SUBDIVISION BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24th, 1985 AS DOCUMENT #27417787, IN COOK COUNTY, ILLINOIS.

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LOT 1
LOT 2
ENGLAND'S SUBDIVISION
INTERSTATE 1-294 (THRU-STATE TOLLWAY)
145TH STREET
S. WASHVILLE AVENUE

LOCATION MAP

NOTES:

1. THIS PLAN SHOWS PROPOSED LOTS AND SUBDIVISION.
2. THIS PLAN SHOWS THE PROPOSED LOTS AND SUBDIVISION.
3. THE PROPOSED LOTS AND SUBDIVISION ARE SHOWN IN THE ATTACHED PLAN.
4. THE PROPOSED LOTS AND SUBDIVISION ARE SHOWN IN THE ATTACHED PLAN.
5. THE PROPOSED LOTS AND SUBDIVISION ARE SHOWN IN THE ATTACHED PLAN.
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8. THE PROPOSED LOTS AND SUBDIVISION ARE SHOWN IN THE ATTACHED PLAN.
9. THE PROPOSED LOTS AND SUBDIVISION ARE SHOWN IN THE ATTACHED PLAN.
10. THE PROPOSED LOTS AND SUBDIVISION ARE SHOWN IN THE ATTACHED PLAN.

START OF CURB
COUNT OF CURB: 20

PROJECT INFORMATION:
OWNER: SOLO DRIVE
1101 SOUTH WASHVILLE AVENUE
NORTH BENDS
W.F. LAND DEVELOPMENT, INC.
1101 SOUTH WASHVILLE AVENUE
NORTH BENDS
COUNTY OF COOK, ILLINOIS

W.F. LAND DEVELOPMENT, INC.
1101 SOUTH WASHVILLE AVENUE
NORTH BENDS
COUNTY OF COOK, ILLINOIS

W.F.

SCALE:
1" = 40'

NO. 1 - 145TH STREET DISSEMINATING MAPS

DATE:
11/11/11

BY:
S-1

INTERSTATE 1-294 (THRU-STATE TOLLWAY)

UNOFFICIAL COPY

Prepared by:
Mr. Daniel C. Curth
Goldstein & McClintock LLLP
208 S. LaSalle Street, Suite 1750
Chicago, IL 60604

Doc#: 1623929109 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/26/2016 03:44 PM Pg: 1 of 4

After recording return to:
Mr. Daniel C. Curth
Goldstein & McClintock LLLP
208 S. LaSalle Street, Suite 1750
Chicago, IL 60604

AMENDMENT TO LEASE AND EASEMENT AGREEMENT

This Amendment To Lease And Easement Agreement (this "Amendment"), dated August 24, 2016, is executed by and among Elevated Enterprises, LLC, an Illinois limited liability company ("Grantor") and Windsor Outdoor, LLC, a Delaware limited liability company ("Grantee").

RECITALS

WHEREAS Grantor is successor-in-interest to the original Lessor of a Lease and Easement Agreement dated August 31, 2011, recorded as Document number 1609146088;

WHEREAS the Lease and Easement Agreement grants, among other things, a Utility Easement to Grantee;

WHEREAS Grantor sought Grantee's consent to relocate the Utility Easement;

WHEREAS Grantee conditioned its consent upon receiving an Amended Utility Easement, which condition Grantor accepted;

WHEREAS the Utility Easement has been relocated as depicted and as legally described on the survey, prepared by Engineering Resource Associates, Inc. ("ERA") as ERA Job # 160708, captioned as Easement Exhibit, and attached hereto as Exhibit A;

NOW THEREFORE, Grantor and Grantee hereby agree to amend the Lease and Easement Agreement to replace the Utility Easement Description contained in that Agreement with the Amended Utility Easement Description contained on the Easement Exhibit attached hereto as Exhibit A. All other terms and conditions of the Lease and Easement Agreement shall continue to remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above:

UNOFFICIAL COPY

GRANTEE: Windsor Outdoor, LLC

By: [Signature]

Its: Managing Partner of the Managing Member

Date: 8/25/16

State of ~~Illinois~~)
NEW YORK) SS.
County of ~~WESTCHESTER~~

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Robert Blum, personally known to me to be the Managing Partner of the Managing Member of Windsor Outdoor, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and severally acknowledged that as such role, pursuant to authority given by said Limited Liability Company, signed, sealed, and delivered the said instrument as his/her free and voluntary act, and as the free and voluntary act of said Limited Liability Company, for the purposes therein set forth.

Given under my hand and Notarial seal this 25 day of August, 2016.

[Signature]

Notary Public

Commission Expires: 2019



UNOFFICIAL COPY

P.I.N. 24-19-223-004
P.I.N. 24-19-223-005

EASEMENT EXHIBIT

PROPERTY DESCRIPTION:

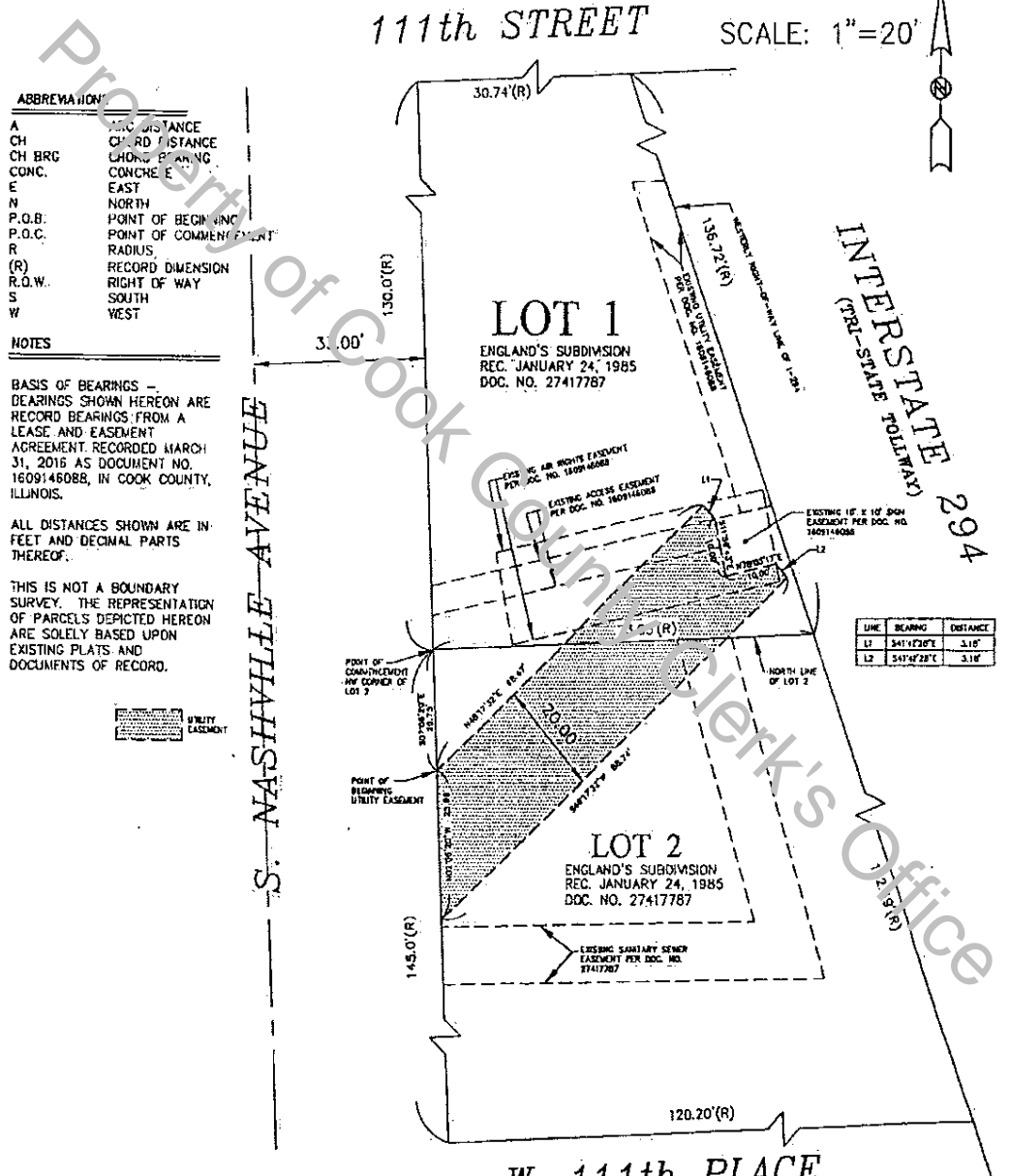
LOT 1 AND 2 IN ENGLAND'S SUBDIVISION, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE, A SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24, 1985 AS DOCUMENT 27417787 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6559 W. 111TH STREET, WORTH, ILLINOIS (LOT 1)
1105 S. NASHVILLE AVENUE, WORTH, ILLINOIS (LOT 2)

UTILITY EASEMENT DESCRIPTION:

THAT PART OF LOTS 1 AND 2 IN ENGLAND'S SUBDIVISION, BEING A RESUBDIVISION OF PART OF BLOCK 1 IN RIDGELAND VILLAGE, A SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24, 1985 AS DOCUMENT 27417787 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 02 DEGREES 08 MINUTES 20 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 2, ALSO BEING THE EAST RIGHT OF WAY LINE OF NASHVILLE AVENUE, A DISTANCE OF 20.75 FEET TO THE POINT OF BEGINNING; THENCE NORTH 48 DEGREES 17 MINUTES 32 SECONDS EAST, DISTANCE OF 88.47 FEET; THENCE SOUTH 41 DEGREES 42 MINUTES 28 SECONDS EAST, A DISTANCE OF 3.18 FEET TO THE NORTHWEST CORNER OF A SIGN EASEMENT AS DESCRIBED BY A LEASE AND EASEMENT AGREEMENT RECORDED AS DOCUMENT NUMBER 1609146088; THENCE SOUTH 11 DEGREES 56 MINUTES 43 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID SIGN EASEMENT, A DISTANCE OF 10.00 FEET; THENCE NORTH 78 DEGREES 03 MINUTES 17 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID SIGN EASEMENT, A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF SAID SIGN EASEMENT; THENCE SOUTH 41 DEGREES 42 MINUTES 28 SECONDS EAST, A DISTANCE OF 3.18 FEET; THENCE SOUTH 48 DEGREES 17 MINUTES 32 SECONDS WEST, A DISTANCE OF 88.74 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE NORTH 02 DEGREES 08 MINUTES 20 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 23.95 FEET TO THE POINT OF BEGINNING, CONTAINING 1,522 SQUARE FEET, MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS.



- ABBREVIATION**
- A ARC DISTANCE
 - CH CHORD DISTANCE
 - CH BRG CHORD BEARING
 - CONC. CONCRETE
 - E EAST
 - N NORTH
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - R RADIUS
 - (R) RECORD DIMENSION
 - R.O.W. RIGHT OF WAY
 - S SOUTH
 - W WEST
- NOTES**


BASIS OF BEARINGS -
BEARINGS SHOWN HEREON ARE RECORD BEARINGS FROM A LEASE AND EASEMENT AGREEMENT RECORDED MARCH 31, 2016 AS DOCUMENT NO. 1609146088, IN COOK COUNTY, ILLINOIS.

ALL DISTANCES SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

THIS IS NOT A BOUNDARY SURVEY. THE REPRESENTATION OF PARCELS DEPICTED HEREON ARE SOLELY BASED UPON EXISTING PLATS AND DOCUMENTS OF RECORD.

LINE	BEARING	DISTANCE
L1	S41°42'28"E	3.18'
L2	S41°42'28"E	3.18'

DATE: AUGUST 12, 2016
CLIENT: JAMES CARAHER
ERA JOB #: 160708



ENGINEERING RESOURCE ASSOCIATES, INC.
CONSULTING ENGINEERS, SCIENTISTS & SURVEYORS

35701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

DRAWN BY: TBM
CHECKED BY: TBM
APPROVED BY: TBM

PROFESSIONAL DESIGN FIRM NUMBER: 184.001186

G:\PROJECTS\Caraher\160708.00 6559W111thSt\Worth\CADD\160708 6559 W 111th Easement Exhibit REV1.dwg Updated by: tmarlinek 8/12/2016