

UNOFFICIAL COPY

ADDENDUM TO LEASE: Lease payments to Robert Lewis O'Connor M. Hayes, Beneficial Directors of TRUST #03849-09 with LaSalle National Bank, as Trustees, as follows:

The first ~~year~~ rental of ~~\$6000.00~~ will be paid in advance prior to construction of sign with monthly payments to begin the second ~~year~~ of the lease. (MONTHLY PAYMENTS WILL BEGIN AFTER FIRST 18 MONTHS OF THE LEASE.)  
7200.00 \$6000.00 per year for the first five years  
~~6600.00~~ 33,000.00  
8500.00 \$8000.00 per year for the second five years  
~~8000.00~~ 36,000.00  
~~108,500.00~~ 47,500.00  
~~108,500.00~~ 108,500.00

EXHIBIT "A"

Legal description of leased property: Lots 26 & 27 in Block 124 of Jas. Couch's Subdivision of the

north 1/2 of the south 1/2 of the Northwest 1/4 of Section 13, Township 39, Range 13,

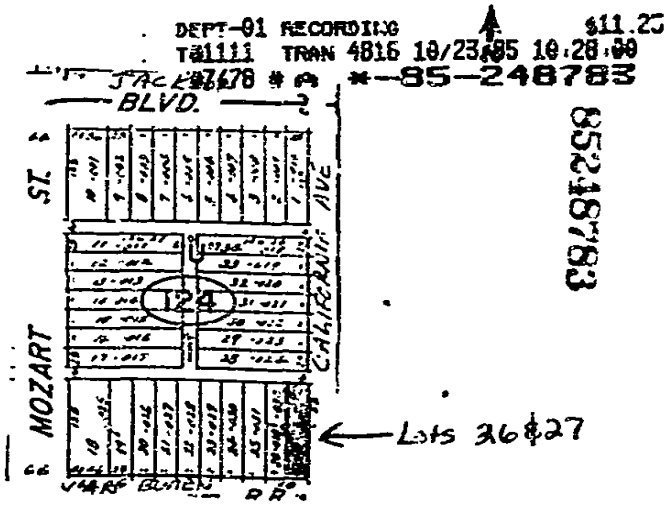
East of the Third Principal Meridian, in Cook County Illinois.

PROPERTY INDEX NUMBERS

16 13 124 033 0000 90.  
A SA BLK PCL UNIT

034

DIAGRAM:



State of Ill.  
County of Cook

I, Ernestine W. [Signature], a Notary Public in and for above said county and state do hereby certify that Robert Lewis O'Connor M. Hayes personally known to me to be the same person(s) whose name(s) is (are)

foregoing instrument, appeared before me this day in person, and acknowledge that He & she signed, sealed and delivered the said instrument as his & her (he/she/they/) (his/hers/their/)

free and voluntary act for the use and purposes therein set forth.

Given under my hand and official seal, this 3rd day of Oct, 1984.

[Signature]  
Notary Public

My Commission Expires 10/19 1984

MAIL TO  
OUTDOOR MEDIA INC  
300 N-STATE - SUITE 5706  
CHICAGO, IL - 60610



85248783

# UNOFFICIAL COPY

SIGN LEASE

85248783

AGREEMENT of lease made this 3rd day of October, 1984, by and between

The Undersigned as Landlord and OUTDOOR MEDIA INC., as Tenant:

**WITNESSETH:**

1. For the purposes of building and maintaining an advertising sign structure, the Landlord hereby lets to the Tenant and the Tenant leases from the Landlord the ground/roof and air rights of the property shown in the diagram and description on the attached Exhibit "A" at the address of 340 So. California Avenue in the City of Chicago County of Cook for a term of 15 years from the date of completed advertising sign structure construction, at the yearly rental of \$ See Addendum to Lease payable in monthly installments in advance, except that prior to construction and for the entire period before the first advertisement is displayed on each face by Tenant, the rental shall be \$1500 per face. If Tenant is prevented by law, or government or military order, or other causes beyond Tenant's control from illuminating its signs, the rental provided herein shall be reduced by one-half (1/2) with such reduced rental to remain in effect so long as such condition continues to exist.

2. It is understood that permission is granted to the Tenant to erect, illuminate, paint and maintain a sign structure on said property as described in Exhibit "A" for advertising purposes. Any fixtures or materials or other apparatus installed by the Tenant shall remain the property of the Tenant at all times. The Tenant shall have the right to remove, replace and/or alter said sign graphics, structure size and/or shape, and improvements at any time during the term of this Lease. Upon the termination of the lease relationship between Landlord and Tenant, Tenant shall have the right to and shall remove all structures erected by Tenant at the sole expense of Tenant. Tenant further agrees that during the term of this lease relationship, and upon the removal of the structures referred to hereunder, that Tenant shall repair any and all damage to the property/roof caused by the construction, maintenance, or removal of the structure(s). Landlord agrees to give Tenant written notice of any damage to property/roof within 30 days.

3. The Landlord represents and warrants that Landlord's Beneficiary Landlord is the Legal Owner of the property described and shown in Exhibit "A" has authority to make this Lease and hereby guarantees to the Tenant free access to said property to erect the structure(s) contemplated hereunder and periodically to maintain said structure(s) and any electric or other type of apparatus installed. The Landlord covenants that no other part of said property will be used for advertising purposes nor will Landlord allow Tenant's signs to be obstructed in any manner whatsoever on said property during the term of this Lease. Tenant agrees that any contemplated advertising to be displayed shall be subject to prior approval of the Landlord and advertising is in direct competition with any business being conducted on the property.

4. a. If at any time in the opinion of the Tenant said sign is entirely or partially obscured, or if Tenant is prevented by adjacent property owner, or person in charge, or authority having jurisdiction from maintaining or using sign hereby leased, or in the event of a National Emergency, or if there is any legislation prohibiting any particular classification of outdoor advertising (Billboards) or if the Tenant be prevented occupancy of the subject property for construction, maintenance and display of outdoor advertising due to any statute, ordinance, regulation or ruling of the State of Illinois County of Cook, or the City/Village of Chicago, or any department or agency of any such governmental authority, or upon any change of traffic directions, or any other situation, affecting the advertising value of the sign or location, then Tenant may terminate this Lease at its sole option at any time by providing Landlord with sixty (60) days Notice of Termination.

b. In addition to Tenant's right to terminate as stated immediately above, in the event that legal authority, such as sign and/or zoning ordinances (or other legal authority) may prevent, or be interpreted to prevent, construction, maintenance or display of outdoor advertising at the subject location, Tenant shall have authority under this Lease to take all measures it deems necessary and proper to obtain legal approval or authority from appropriate governmental bodies regulating sign construction, maintenance, and display in the jurisdiction of the subject property. Tenant may continue to pursue its remedies, both administrative and judicial, including litigation and appeals if necessary, until legal authority to construct, maintain and display outdoor advertising at the subject location is finally approved or denied or until Tenant, at its sole option, abandons its efforts to obtain legal authority for construction, maintenance and display of its sign. Tenant agrees to bear all the cost, fees and expenses incurred in furtherance of its administrative and judicial remedies. Landlord recognizes that Tenant's obligation to the payment of rent hereunder is contained in Paragraph 1.

c. If Tenant finds, after entering into this Lease, that construction of its sign is impractical or uneconomical due to engineering, architectural or construction circumstances of the particular location of the subject property, or that construction of its sign will require structural improvements to Landlord's property as described in Exhibit "A", or any improvements thereon, or that construction will be hampered or made unsafe due to conditions caused by nearby properties or land uses, including but not limited to, utility poles, visible obstructions, wires or conveyances, then Tenant, at its sole option may terminate this Lease by providing Notice of Termination to Landlord within sixty (60) days of discovery by Tenant of the offensive condition or circumstances.

5. The Landlord agrees not to erect or permit any other party to erect any advertising displays or other advertising matter on any property owned or controlled by the Landlord, or the Landlord's beneficiaries or subsidiaries, if any, within a radius of six hundred (600) feet of Tenant's displays, or to permit any obstruction to partially or completely obscure the normal highway view of said displays, and the Tenant is hereby authorized to remove any such other advertising display or obstruction at its option. If any such partial or complete obstruction is not removed by either Tenant or Landlord, the Tenant shall have the further option of reducing the rental hereunder to the sum of \$500.00 per year so long as any such obstruction exists.

6. In the event that the portion of the said roof/property occupied by the Tenant's displays is to be improved by permanent construction or remodeling, as evidenced by an applicable building permit, requiring removal of the Tenant's displays, the Landlord may terminate this Lease upon giving the Tenant 90 days written notice of termination, together with a copy of the building permit, and the Tenant agrees to remove its displays within the 90-day period; if the Landlord does not commence the construction or remodeling within 180 days after the displays have been removed, the Tenant may, at its option, reinstate this Lease by written notice to the Landlord, and if so reinstated, the Landlord agrees to reimburse the Tenant for its reasonable expenses in the removal and replacement of the Tenant's displays on the Landlord's property. If any portion of the property is not used in the construction, the Tenant has the option to occupy the remaining usable portion under the same terms and conditions herein.

7. Tenant shall hold the Landlord harmless and indemnify the Landlord from any and all liability resulting from personal injury or property damage by reason of the negligent acts of Tenant's agents, employees, or others employed by Tenant for the construction, maintenance, repair and/or removal of Tenant's signs and apparatus on the property, or by reason of any advertising copy displayed. Tenant agrees that it shall maintain comprehensive general public liability insurance in the sum of Five Million Dollars (\$5,000,000.00), and workmen's compensation and employer's liability insurance at the state statutory limits. Proof of said insurance is available from Tenant on request.

8. At the termination of this Lease Agreement, Tenant shall have the right of first refusal to enter into another Lease Agreement with the Landlord upon the same terms and conditions offered to the Landlord by any other entity for the purpose of leasing said property for outdoor billboard advertising.

9. It is expressly understood that neither the Landlord nor the Tenant is bound by any stipulations, representations or agreements not printed or written in this Lease. This Agreement is not binding until accepted by an officer of Outdoor Media Inc. This Lease shall inure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties hereto.

10. All notices required herein shall mean written notice, certified mail, return receipt requested, to either Landlord or Tenant, at their respective addresses listed below, until notified by either party of a change of address.

Agreement dated 10/3/84 and known as TRUST #30038497-09, and not

OUTDOOR MEDIA INC., Tenant  
By Marcia Enloe, President

LANDLORD  
By Robert Lewis individually

Address 335 So. LaSalle Street  
City & Zip Chicago, Illinois 60607  
Telephone (312) 443-2000

Acknowledgement Robert Lewis  
Beneficial Directors - Robert Lewis C/O Connie M. Hayes  
Address 600 S. Homan Avenue  
Chicago, Illinois 60624  
Phone (312) 722-4774