

UNOFFICIAL COPY

PIA# 13-15-126-027  
628  
829  
Service Station #0535L  
1701 W. Harrison  
Maywood, IL 88394463

GENERAL FILE

LEASE

1. This lease is made on December 21, 1987 by and between Mobil Oil Corporation ("LESSOR") and TARGET MEDIA, INC. ("LESSEE").
2. LESSOR hereby leases to LESSEE a portion of the real estate commonly known as 1701 W. Harrison Ave., Maywood, Cook County, Illinois (lease premises"), having the Permanent Property Index Number \_\_\_\_\_, for the purpose of erecting and maintaining a (    single face) ( X back-to-back or "V" design) ( X monopole) (    wall/roof mounted) advertising sign structure, including the necessary supporting structures, devices, power poles, illumination facilities and connections, service ladders, and other appurtenances, with the right of ingress to and egress from the same, the face(s) of which will not exceed the approximate dimensions of 14' by 48' feet, except for any extensions that are incidental to the industry. The location of the sign structure pole(s) shall be approximately twenty five (25) feet from the south lot line and forty eight (48) feet from the west lot line with the approximate location to be as shown in Exhibit "A" and shall under no circumstances obscure the service station premises from view, nor impede the ability of ingress to or egress from the service station premises.
3. This lease shall be for a term of three-years commencing on the date of construction of the sign, and ending 36 months thereafter, unless otherwise terminated as provided herein. Lessee is to notify Lessor of the commencement date two weeks before construction is to begin. Either party may upon 30 days written notice to the other by certified mail cancel this lease. In the event of cancellation, lessee shall remove the sign structure, including the necessary supporting structures and appurtenances, at lessees sole expense.
4. LESSEE shall pay to LESSOR, upon LESSOR's execution of this lease, rent in the amount of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, for the period of time prior to the beginning of construction of the advertising sign structure. On the date such construction begins, rent shall commence to accrue for the term of this lease at the following rates:

"The East face of the structure will be used exclusively for Mobil Oil Corporation promotion. Annual guarantee of Four thousand, Five Hundred dollars (\$4,500) for the first thirty-six (36) months of the initial contract term, and thereafter, a guarantee of Four thousand Five Hundred dollars (4,500) annually or 20 percent (20%) of adjusted gross revenue, whichever is greater; such sum shall be paid within (60) days after completion of each contract anniversary date. Target Media, Inc. will pay all costs of erection, maintenance, painting and illumination for face utilized by Mobil Oil Corporation.

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SERVICE STATION 05FFR

Rent shall be paid monthly upon or before the tenth (10th) day of the month, provided, however, that rent for the month in which construction begins shall be due and payable on the date such construction begins. Rent shall be payable on a pro-rata basis if rent commences to accrue on a date other than the first day of a calendar month or this lease terminates on any date other than the last day of the calendar month. Rental shall be calculated per the above schedule, but shall be a minimum rent of \$4,500.00 per annum.

5. Lessor agrees to cooperate fully with Lessee in obtaining said licenses, permits and other authorizations, Lessee agrees to reimburse Lessor for any of Lessor's costs incurred in obtaining said license, permits or other authorizations.
6. If LESSEE has not obtained the site and local building and sign permits, zoning variances, special uses, or changes in the zoning law necessary to erect and maintain the advertising sign structure within twelve (12) months from the date of LESSOR'S execution of this lease, or if LESSEE has not tendered the first monthly rental payment to LESSOR by such date, this lease shall terminate at LESSOR'S option on thirty (30) days' written notice to LESSEE by registered mail.
7. For any period of time greater than sixty (60) days during which no advertising copy is being displayed by LESSEE on one face of a back-to-back or "V" design advertising sign structure, LESSEE may reduce the rental payment required under paragraph 4 by twenty-five percent (25%), and such reduced rental shall remain in effect until advertising copy is again displayed by LESSEE on such face. For any period of time greater than sixty (60) days during which no advertising copy is being displayed by LESSEE on both faces of a back-to-back or "V" design advertising sign structure or on the sole face of a single face advertising sign structure, LESSEE may reduce the rental payment required under paragraph 4 by fifty percent (50%), and such reduced rental shall remain in effect until advertising copy is again displayed by LESSEE on such face(s).
8. Lessee will not place any advertisement copy on the sign structure without Lessor's prior approval. If any advertisement is not approved by Lessor, it shall be removed by the Lessee within five (5) working days upon receipt of written notification from the Lessor.

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9. LESSEE will not permit any lien to be placed upon the leased premises during the term of this lease as a result of LESSEE'S actions in erecting, maintaining or removing the advertising sign structure, and in case of the filing of any such lien, LESSEE will promptly pay same. If default in payment thereof continues for thirty (30) days after written notice to LESSEE, LESSOR, shall have the right and privileges at LESSOR'S option of paying the same or any portion thereof, and any amount so paid, including expenses and interest, shall be considered as additional rent due from LESSEE to LESSOR and shall be repaid to LESSOR within thirty (30) days after LESSOR requests payment from LESSEE. Furthermore, LESSOR shall not allow any lien to encumber LESSEE'S personal property that is erected on the leased premises as a result of LESSOR'S actions on said premises and in case of the filing of any such lien, LESSOR will promptly pay same. If default in payment thereof continues for thirty (30) days after written notice to LESSOR, LESSEE shall have the right and privileges at LESSEE'S option of paying the same or any portion thereof, and any amount so paid, including expenses and interest shall be considered as a set-off against rent and such amount shall be deducted from LESSEE'S next required rental payment(s) to LESSOR until paid.
10. Lessee, at its own expense, shall insure the advertising sign structure and attached appurtenances through an insurance company licensed to do business in Illinois under a general liability insurance policy providing minimum coverage of \$1 million (\$1,000,000.00) throughout the term of this lease against claims for personal injury and/or property damage. LESSEE will supply to LESSOR upon written request a Certificate of Insurance also naming LESSOR as co-insured.
11. All structures, displays and materials placed on the leased premises by LESSEE are LESSEE'S trade fixtures, trade names and trademarks, and shall be and remain LESSEE'S personal property, and may be removed by LESSEE at any time prior to or within a reasonable time after the termination of this lease or any extension thereof.
12. LESSEE shall indemnify and save harmless LESSOR from all liability to persons or property by reason of accidents from the negligent acts of LESSEE, its agents, employees or others employed in the erection, maintenance, operation, repair or removal of the advertising sign structure.
13. LESSOR represents and warrants that it is the owner or title holder of the lease premises or the agent of such owner of title holder and has full authority to execute this lease.

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14. LESSOR agrees that, its tenants, agents, employees, or other persons acting in its or their behalf shall not place or maintain any object on the leased premises or on any neighboring property that will obstruct or impair the view of LESSEE'S advertising sign structure in any way. If such an obstruction or impairment occurs, LESSEE, without limiting such other remedies as may be available, has the option to give (10) day's notice to LESSOR by registered mail to remove said obstruction or impairment, or LESSEE may itself remove the obstruction or impairment and set-off against future rental payments to LESSOR the cost of said removal, or LESSOR may reduce the rental required under Paragraph 4 to the sum of Five Dollars (\$5.00) per year so long as such obstruction or impairment continues.

IF for any other reason the advertising sign structure on the leased premises becomes entirely or partially obstructed, or if the value of the location for advertising purposes becomes diminished by changes of highway or direction of traffic, or if for any reason the state or local building and sign permits necessary for the erection, maintenance or modification of the advertising sign structure are refused, or if the erection, maintenance or modification of the advertising sign structure is prevented or restricted by any statute, ordinance, rule or other regulation in existence upon LESSOR'S execution of this lease, or if any governmental authority having jurisdiction over the lease premises hereafter enacts any statute, ordinance, rule, regulation or taxation that restricts the location, erection, maintenance, operation or modification of advertising sign structures so as to, in the reasonable judgment of LESSEE, diminish the value of the leased premises for advertising purposes or substantially increase the cost of using the leased premises for such purposes, if for any other legitimate reason, LESSEE has the option on (10) days' written notice to LESSOR by registered mail to reduce the rental required under Paragraph 4 in direct proportion to the decreased value of the leased premises for advertising purposes resulting from any of the foregoing circumstances so long as such impairment continues, or LESSEE may terminate this lease on thirty (30) written days' notice to LESSOR by registered mail. In the event of said termination, LESSOR shall refund to LESSEE on a pro-rata basis any rent for the unexpired term of this lease paid in advance of termination.

15. LESSEE agrees to provide all electricity and/or other utilities required for the erection and maintenance of the advertising sign structure. LESSEE also agrees that it shall pay any and all increases in real estate, personal property or other taxes assessed or imposed on the leased premises resulting from the erection and maintenance of the advertising sign structure if LESSOR provides LESSEE with proof from the Assessor's Office that such tax increases are due to LESSEE'S advertising sign structure.

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16. This lease shall inure to the benefit of and be binding upon the personal representatives, successors, and assigns of the parties hereto. Upon request, the parties agree to execute a recordable memorandum of this lease and further agree to execute any documents necessary to effectuate this lease, including, any documents necessary for the assignment of this lease.
17. This lease, including each exhibit and addendum attached hereto, shall constitute the sole agreement of the parties relating to the leased premises. Neither party will be bound by any statements, warranties, or promises, oral or written, unless such statements, warranties or promises are set forth specifically in this lease.
18. If any provision of this lease is or becomes illegal, invalid or unenforceable because of present or future statutes, ordinances, rules or regulations of any governmental authority, or becomes unenforceable for any reason, the intention of the parties hereto is that the remaining provision of this lease shall not be effected.
19. As used herein, the work "LESSOR" shall include LESSORS and the word "It(s)" shall also refer to natural person.
20. All notices and correspondence from LESSOR to LESSEE are to be sent to the following address unless LESSEE notifies LESSOR in writing of another address:

TARGET MEDIA  
 P. O. BOX 236  
 HINSDALE, IL 60521

All rental payments, notices and correspondence from LESSEE to LESSOR are to be sent to the following address unless LESSOR notifies LESSEE in writing of another address:

Mobil Oil Corporation  
 3225 Gallows Rd.  
 Fairfax, Va. 22037

LESSEE:

Target media Inc

BY: Donna P. O'Brien

TITLE: President  
2-26-88

WITNESS: Louise P. Powell

LESSOR:

BY: K.W. Roberts

TITLE: K.W. ROBERTS  
ASST. CONTROLLER  
(AUTHORIZED OFFICER)

DATE: 4-12-88

BY: J. W. Valgetty

TITLE: J. W. VALGETTY  
ASST. SECRETARY

DATE: 4-12-88

WITNESS: \_\_\_\_\_

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COMMONWEALTH OF VIRGINIA)

COUNTY OF FAIRFAX )

On 12th April, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared K.W. ROBERTS, known to me to be the <sup>ABHT. CO. INC.</sup> (AUTHORIZED OFFICER) of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

  
Notary Public

My Commission Expires: \_\_\_\_\_

By \_\_\_\_\_

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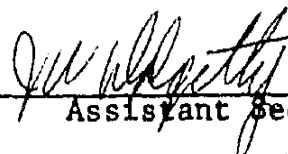
At a Meeting of the Board of Directors of MOBIL OIL CORPORATION held at 150 East 42nd Street, New York, N. Y., on the 25th day of June, 1987, at which meeting a quorum was present and assented to its passage, the following Resolution was adopted:

RESOLVED, that effective July 1, 1987, the Treasurer, the Controller, the Senior Assistant Controller, the Assistant Treasurers, the Assistant Controllers, and each of them, be and they hereby are authorized to execute, acknowledge and deliver any and all instruments in the name and on behalf of this Corporation, including, without limiting the generality of the foregoing, deeds conveying real estate, with the same force and effect as if specific authority were granted by this Board in each particular instance; and the Secretary or a Senior Assistant Secretary or an Assistant Secretary is hereby authorized to attest the execution of such instruments and to affix the Corporate Seal thereto.

I, J. W. DALGETTY, Assistant Secretary of MOBIL OIL CORPORATION, do hereby certify that the foregoing Resolution is a true copy from the records of the said MOBIL OIL CORPORATION, and that said Resolution is now in full force and effect.

IN TESTIMONY WHEREOF, I have signed my name and affixed the Corporate Seal at Fairfax, Virginia, this 12th day of April, 1988

DEPT-01 RECORDING \$17.25  
T#2222 TRAN 0313 08/30/88 11:03:00  
#8675 + B #88-394463  
COOK COUNTY RECORDER

  
Assistant Secretary

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MOC P/A 1880

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Brian Brown  
40 mobil Oil  
1515 Woodfield Rd  
#4000  
Schramberg. F1  
60173



COOK COUNTY CLERK

1000 N. LAKE ST.

CHICAGO, ILL. 60601