

UNOFFICIAL COPY # 33117



Date MAY 6 1985

LCF-1 (5-77)

1. The undersigned, as Lessor, hereby leases and grants exclusively to Foster and Kleiser, Division of Metromedia, Inc., as Lessee, the property (with free access to and upon same) located in the City of Chicago County of Cook State of Ill, described as: Stark Ave. ET. S/O Hillock Ave. Common Address - 2533 Hillock Perm. Tax # 17-29-403-001-02

ANY INCREASE IN REAL ESTATE TAXES DUE TO LESSEE'S SIGN STRUCTURE WILL BE PAID BY THE LESSEE

LEGAL: Lots 334 in Mohar's Sub of Lots 184 in Blk 22 in Canal's Trustee's Sub of Blk in So. Prec 1 of Soc. 29 T39 N R14 as per map thereof recorded in the Office of the County Recorder of Ill County, State of Ill for a term of 20 years from May 20 1985 for the purpose of erecting and maintaining advertising signs thereon, including necessary supporting structures, devices, illumination facilities and connections, service ladders, and other appurtenances thereon.

2. Lessee shall pay to the Lessor rental in the amount of SIX THOUSAND DOLLARS AND NO/100 (\$ 6000.00) Dollars per year, payable on a monthly basis. Prior to construction and during the period of construction, the rental shall be Ten (\$10.00) Dollars.

3. Lessee shall keep the Lessor harmless from all damage to persons or property by reason of accidents resulting from the negligent acts of its agents, employees, or others employed in the construction, maintenance, repair or removal of its signs on the property.

4. Lessor agrees that he, his tenants, agents, employees, or other persons acting in his or their behalf shall not place or maintain any object on the property or on any neighboring property which would in any way obstruct or impair the view of Lessee's sign structures. If such an obstruction or impairment occurs, the Lessee, without limiting such other remedies as may be available, has the option of requiring the Lessor to remove said obstruction or impairment, or the Lessee may itself remove the obstruction or impairment charging the cost of said removal to the Lessor, or the Lessee may reduce the rental herein paid to the sum of Five (\$5.00) Dollars per year so long as such obstruction or impairment continues.

5. If the view of Lessee's signs is obstructed or impaired in any way, or if the value of such signs is diminished by reason of diversion or reduction of vehicular traffic, or if the use of any such signs is prevented or restricted by law, or if for any reason a building permit for erection or modification of any such signs is refused, the Lessee may immediately, at its option, adjust the rental in direct proportion to the decreased value of the leased premises for advertising purposes resulting from any of the foregoing circumstances, or may terminate the lease and receive adjustment for all rent paid for the unexpired term.

6. If Lessee is prevented by law, or government or military or other causes beyond Lessee's control from illuminating its signs, the Lessee may reduce the rental provided by paragraph 2 by one-half (1/2), with such reduced rental to remain in effect so long as such condition continues to exist.

7. This lease shall continue in full force and effect for its term and thereafter for subsequent successive like terms unless terminated at the end of such term or any successive like term upon written notice by the Lessor or Lessee served sixty (60) days before the end of such term or subsequent like term, provided that Lessee shall have the right to terminate the Lease at the end of any sixty day period upon written notice to Lessor served not less than sixty (60) days prior to the end of such sixty day period. Lessor shall have the right to terminate the Lease at any time during the period of this Lease if the Lessor is to improve the unimproved property by erecting thereon a permanent private commercial or residential building. Lessee shall remove its signs within sixty (60) days after receipt of a copy of the applicable building permit. The Lessor will, upon giving such notice of building, return to the Lessee all rent paid for the unexpired term plus the total cost of the construction and the removal of Lessee's signs, less 1/100th of such cost for each full month of this Lease prior to the notice of termination. If Lessor fails to commence the erection of the private commercial or residential building within sixty (60) days after Lessee removes its signs, Lessee shall again have the right to occupy the premises and maintain advertising signs subject to the provisions of this Lease. If any portions of the property are not to be utilized for such building, the Lessee has the option to use the remaining portion on the same terms, except that the rent shall be proportionately reduced.

8. It is agreed between the parties that Lessee shall remain the owner of all advertising signs, structures, and improvements erected or made by Lessee, and that, notwithstanding the fact that the same constitute real estate fixtures, the Lessee shall have the right to remove said signs, structures, and improvements at any time during the term of the Lease, or after the expiration of this Lease.

9. This lease shall constitute the sole agreement of the parties relating to the lease of the above described 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.

10. The word "Lessor" as used herein shall include Lessors. This lease is binding upon and inures to the benefit of the heirs, executors, successors, and assigns of Lessee and Lessor.

11. Lessor represents that he is the owner(s)  tenant(s)  other(s)  of the property covered by this Lease and has the authority to execute this Lease. All rents to be paid pursuant to this Lease, and all notices are to be forwarded to the undersigned Lessor at the address noted below the Lessor's signature.

EXECUTED by the Lessor in the presence of \_\_\_\_\_ who is hereby requested to sign as witness.

WITNESS: [Signature]

LESSOR(S): [Signature: Genevieve Powers]

ACCEPTED: FOSTER AND KLEISER  
Division of Metromedia, Inc.  
By: [Signature]  
Title: Vice President - Regional Mgr.

Address: 2533 S HILLOCK  
CHICAGO, ILL 60608  
SS# 353-07-4288

[Handwritten initials and marks]

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DEPT-01 RECORDING

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#0592 C \*-90-024712  
COOK COUNTY RECORDER

\$13.00

DEPT-01 RECORDING

90024712

PATRICK MEDIA GROUP, INC.

4000 S. MORGAN STREET  
CHICAGO, IL 60609

ATTN: R.E. DEPT

COOK COUNTY RECORDER

90024712

COOK COUNTY RECORDER

James D. [Signature]

[Signature]

ACCEPTED FOR FILE AND RECORDER

James D. [Signature]

[Signature]