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U.S. Department of Transportation

Federal Aviation Administration

Lease No. DTFA14-93-L-R1747  
Runway 16 Middle Marker  
Wheeling, Illinois

LEASE

Between

Jiffy Lube International of Maryland, Inc.,  
A Maryland Corporation

and

THE UNITED STATES OF AMERICA

THIS LEASE, made and entered into this 5th day of April, in the year one thousand nine hundred and ninety three, by and between Jiffy Lube International, A Maryland Corporation, whose address is: P.O. Box 2967, Houston, Texas 77252-2967, for itself or successors and assigns, hereinafter referred to as the Lessor, and the United States of America, hereinafter referred to as the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. TERM.

For the term beginning October 1, 1992, and ending September 30, 1993, the Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, viz:

A tract of land within the south 150.0 feet of the west 150.0 feet lying north of the north line of Dundee Road and east of the east line of Wolf Road of Lot Fifteen in Uptadel's Addition to Wheeling in the southeast quarter of Section 2, T-42-N, R-11-E of the Third PM, according to the plat thereof, filed in the Office of the Registrar of Titles on December 30, 1930, as Document No. 531289, and more particularly described as follows:

DEPT-01 RECORDING 433.50  
T#8888 TRAN 6704 04/30/93 13:29:00  
#4279 # \* 93-321415  
COOK COUNTY RECORDER

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From the southeast corner of the Lessor's property (which is the north 133.0 feet of the 150 foot by 150 foot tract described above) proceed N 7°-56.5' W 117.02 feet to an iron pin, which is the Point of Beginning (P.O.B.); thence N 77°-37' W 15.00 feet to an iron pin; thence N 12°-23' E 14.22 feet to an iron pin; thence East 15.36 feet to an iron pin; thence S 12°-23' W 17.51 feet to the P.O.B.

The tract contains .006 acre, more or less. The north reference and southeast corner of the Lessor's property were retraced from the owner's Plat of Survey, dated September 30, 1974.

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the Lessor, and unless herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government.

(b) And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

(c) And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs.

## 2. RENEWAL.

This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option before this lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of September, 2007; AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.

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### 3. CONSIDERATION.

The Government shall pay the Lessor rental for the premises in the amount of One Thousand Dollars and No Cents (\$1,000.00) for the term set forth in Article 1 above; and One Thousand Dollars and No Cents (\$1,000.00) per year for each annual renewal exercised by the Government hereafter. Payments shall be made in arrears at the end of each Government fiscal year without the submission of invoices or vouchers.

### 4. TERMINATION.

The Government may terminate this lease, in whole or in part, at any time by giving at least thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be sent by certified or registered mail.

### 5. RESTORATION.

The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor provides written notice, at least thirty (30) days before the date of expiration or termination, to request restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either:

(a) Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any preceding lease (changes to the premises in accordance with paragraph 1(a), 1(b) and 1(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or,

(b) Make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effecting such agreement. Failure to agree to any such equitable adjustment shall be a dispute concerning a question of fact within the meaning of the Contract Disputes Act of 1978 (Public Law 95-563).

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## 6. PROMPT PAYMENT.

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered paid on the day a check is dated or an electronic funds transfer is made.

(a) Rent shall be paid annually in arrears and will be due on the tenth workday of the month following the payment period.

(b) An interest penalty shall be paid automatically by the Government, without request from the Lessor, if payment is not made within 15 days of the due date.

(1) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1, and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(2) Interest penalties will not accrue after the filing of a claim for such penalties under the Disputes clause or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(3) Interest penalties are not required on payment delays due to disagreement between the Government and Lessor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the Disputes clause. (552.232-71) (Jan. 1989)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of clause)

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.203-1 OFFICIALS NOT TO BENEFIT. (APR 1984)  
52.203-3 GRATUITIES. (APR 1984)  
52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)  
52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 1988)  
52.233-1 DISPUTES. (DEC 1991)

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## 7. NOTICES.

All notices shall be in writing and sent by United States Certified or Registered mail, return receipt requested, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice to the other):

TO LESSOR: Jiffy Lube International  
P.O. Box 2967  
Houston, Texas 77252-2967

TO GOVERNMENT: Federal Aviation Administration  
AGL-56  
2300 East Devon Avenue  
Des Plaines, Illinois 60018

General correspondence may be forwarded to the above address via first class mail.

8. The Lessor hereby warrants that they have acquired and possess an adequate real estate right in the property described herein, and that they are authorized to grant to the United States of America the real estate rights and interests set forth herein.

9. This lease succeeds Lease No. DOT-FA77GL-1149 which expires by limitation on September 30, 1992.

10. All additions, changes, and deletions were made prior to the signatures of all parties hereto.

11. See Attachment "A" containing Corporate Certificate.



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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

Jiffy Lube International, Inc.  
A Maryland Corporation

~~As the holder of a mortgage dated \_\_\_\_\_, recorded in volume \_\_\_\_\_, pages \_\_\_\_\_, against the above described premises, the under-signed hereby consents to the foregoing lease and agrees that if while the lease is in force the mortgage is foreclosed, the foreclosure shall not void the lease.~~

*Richard A. Holmes* (Lessor)

*Richard A. Holmes*  
Vice President

\_\_\_\_\_ (Lessor)

\_\_\_\_\_ (Lessor)

\_\_\_\_\_ (Lessor)

\_\_\_\_\_ (Lessor)

\_\_\_\_\_  
(Mortgagee)

The United States of America

By *Chris J. Cantine*  
Chris J. Cantine

Title Realty Specialist

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U.S. Department  
of Transportation  
Federal Aviation  
Administration

CORPORATE CERTIFICATE

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Agreement "A" to  
Lease No. DTFA14-93-L-R1747

If agreement is made with a corporation the following certificate shall be executed by the Secretary or Assistant Secretary:

I, Joan H. McNew, certify that I am the Assistant Secretary of the corporation named in the attached agreement; that Richard A. Holmes who signed said agreement on behalf of the corporation was then Vice President of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

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*Joan H. McNew*  
CORPORATE SEAL

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