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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**ORDINANCE  
NUMBER 2018-065**

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**AN ORDINANCE APPROVING AND AUTHORIZING A LEASE  
WITH 12757 S. WESTERN AVENUE, LLC CONCERNING  
THE CITY PARKING LOT LOCATED ON THE EAST SIDE  
OF WESTERN AVENUE AND TO THE SOUTH OF 12757 S.  
WESTERN AVENUE.**

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**DOMINGO F. VARGAS, Mayor  
Randy Heuser, City Clerk**

**DEXTER JOHNSON  
LETICIA VIEYRA  
NANCY RITA  
TOM HAWLEY  
BILL FAHRENWALD  
CANDACE CARR  
KENNETH PITTMAN**

**GEORGE POULOS  
FRED BILOTTO  
KEVIN DONAHUE  
ALECIA SLATTERY  
JANICE OSTLING  
JAIRO FRAUSTO  
NANCY THOMPSON**

**Aldermen**

**ORDINANCE NO. 2018-065**

**AN ORDINANCE APPROVING AND AUTHORIZING A LEASE WITH  
12757 S. WESTERN AVE., LLC CONCERNING THE CITY PARKING LOT  
LOCATED ON THE EAST SIDE OF WESTERN AVENUE TO THE SOUTH OF  
12757 S. WESTERN AVENUE**

WHEREAS, the City of Blue Island has the authority to contract and be contracted with pursuant to 65 ILCS 5/11-76-2;

WHEREAS, the City plans to enter into a lease with 12757 S. Western Ave., LLC (Exhibit "A") concerning the City parking lot located on the east side of Western Avenue to the south of 12757 S. Western Avenue, as described and depicted in the Lease attached hereto as Exhibit "A";

WHEREAS, the appropriate city officials have considered and reviewed the proposal and find its terms to be acceptable;

**NOW AND THEREFORE, BE IT ORDAINED** by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

**SECTION 1: AUTHORIZATION OF MAYOR & CITY CLERK TO EXECUTE AND ACT IN  
ACCORDANCE WITH AGREEMENT**

The City Council approves entering into the Lease with 12757 S. Western Ave., LLC pursuant to the Lease in substantially similar form as attached hereto as Exhibit "A" concerning the City parking lot located on the east side of Western Avenue south of 12757 S. Western Avenue and authorizes the Mayor or his designee and the City Clerk to execute any and all documentation that may be necessary to carry out the intent of this Ordinance and the Lease attached hereto as **Exhibit "A"**. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Ordinance and the Lease attached hereto as **Exhibit "A"**.

SECTION 2: INCORPORATION OF TERMS AND CONDITIONS OF LEASE

The terms and conditions of the Lease attached hereto as Exhibit "A" are incorporated herein by reference and made a part hereof, the same as if they were set forth herein verbatim.

SECTION 3: EFFECTIVE DATE

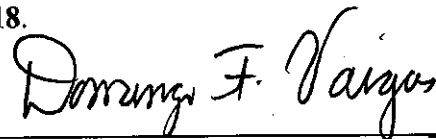
This Ordinance shall be in full force and effect upon its passage, approval and publication as required by law.

*Intentionally left blank*

ADOPTED this 11th day of December, 2018, pursuant to a roll call vote as follows:

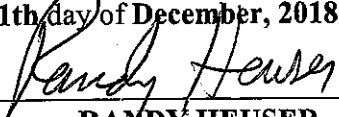
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley		X			
Alderman Poulos	X				
Alderman Vieyra			X		
Alderman Bilotto	X				
Alderman Rita			X		
Alderman Donahue	X				
Alderman Carr	X				
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson	X				
Alderman Frausto			X		
Alderman Thompson		X			
Alderman Fahrenwald		X			
Mayor Vargas					
TOTAL	8	3	3		

APPROVED by the Mayor on December 11, 2018.



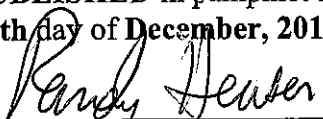
DOMINGO F. VARGAS  
MAYOR OF THE CITY OF BLUE ISLAND,  
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this  
11th day of December, 2018.



RANDY HEUSER  
CITY CLERK

PUBLISHED in pamphlet form this  
11th day of December, 2018.



RANDY HEUSER  
CITY CLERK

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF COOK        )        ss.

CERTIFICATE

I, Randy Heuser, certify that I am the duly elected and acting Municipal Clerk of the City of Blue Island of Cook County, Illinois.

I further certify that on **December 11, 2018** the Corporate Authorities of such municipality passed and approved Ordinance No. **2018 - 065** entitled: **AN ORDINANCE APPROVING AND AUTHORIZING A LEASE WITH 12757 S. WESTERN AVENUE, LLC CONCERNING THE CITY PARKING LOT LOCATED ON THE EAST SIDE OF WESTERN AVENUE AND TO THE SOUTH OF 12757 S. WESTERN AVENUE.**

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. **2018 - 065** including the Ordinance and a cover sheet thereof, was as prepared, and a copy of such Ordinance posted in the municipal building commencing **December 11, 2018** and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at Blue Island, Illinois, this **11th** day of **December, 2018.**

(SEAL)

\_\_\_\_\_  
Municipal Clerk

DATE OF LEASE: 11/27/2018 BEGINNING: 12/01/2018 ANNUAL RENT: \$5,000.00

TERM OF LEASE: 10 Years ENDING: 11/30/2028 SECURITY DEPOSIT: \$2,500.00

Location of Premises: Property with (PIN: 25-31-103-038-0000) Leased Premises: City Parking Lot on east side of Western, south of 12757 S. Western Ave., Blue Island, IL

Landlord: City of Blue Island Tenant: 12757 S. Western Ave, LLC

**PERMITTED USES**

Parking Lot. Tenant shall use and occupy the premises as a parking lot to be exclusively used during business hours (M-F 6:00AM-9:00PM; S-S 7:00AM-5:00PM) for the parking of vehicles by the employees and patrons of the building located at 12757 S. Western Ave., Blue Island, Illinois. During non-business hours the Tenant shall make the Parking Lot available for use by the general public.

Tenant will not allow the Parking Lot to be used for any purposes that will increase the rate of insurance thereon, not for any purpose other than that hereinbefore specified.

**RENT**

Tenant shall pay to Landlord, as base rent, the sum of \$416.67 per month, due and payable monthly beginning on the first day of the month on the first month commencing on the stated lease period and the first day of each subsequent month until the last month of the lease period. Tenant shall take possession and shall be responsible to pay rent for the Parking Lot on the earlier of the actual date of occupancy or the above stated Beginning of the Lease.

**IMPROVEMENTS**

Tenant shall make the following improvements to the property during the term of the lease as necessary, in accordance with the Village's municipal code: landscaping, resurfacing, striping, American with Disability Act compliant, lighting, etc., with the initial improvements to occur within the first twelve (12) months of the Lease Term.

**REAL ESTATE TAXES**

Tenant shall be responsible to pay the property taxes assessed on the leased property. Tenant will pay the property taxes assessed on or before the due date of each tax payment and provide Landlord with proof of payment on or before the due date of each tax payment.

**POSSESSION**

Tenant shall take possession of the Parking Lot on or about the Beginning of the Lease, and upon full execution of the Lease and receipt of first month's rent and security deposit.

**LATE PAYMENT PENALTY**

All rents, including base rent or additional rents shall be due and payable on the first day of each month during the Lease period. Any amounts not paid on the first day of each month shall result in the Tenant being in default unless the total amount then due is received on or before the tenth (10<sup>th</sup>) day of such month. In addition to the remedies available to the Landlord under the Illinois Forcible Entry & Detainer Act, as amended from time to time, and in the event any sum of money due for rent or additional rents hereunder shall become in arrears for a period of five (5) days, Tenant shall be liable to Landlord for a late payment charge in the amount of five percent (5%) of all sums in arrears. Tenant agrees that the imposition of such late charge or acceptance thereof by Landlord shall not constitute a waiver by Landlord of Landlord's right of demand prompt payment of all sums due hereunder, nor shall it be a waiver by Landlord of any right or remedy of Landlord provided pursuant to this Lease, or by law.

**SECURITY  
DEPOSIT**

Tenant shall deposit with Landlord upon execution hereof, the sum of \$2,500.00 as security for Tenant's faithful performance of Tenant's obligations hereunder. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of said deposit, Tenant shall within fifteen (15) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore said deposit to the full amount hereinabove stated, and Tenant's failure to do so shall be a material default of this Lease. Landlord shall not be required to keep said deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant (or, at Landlord's option, to the assignee, if any, of Tenant's interest hereunder) at the expiration of the term hereof, and after Tenant has vacated the Parking Lot. No trust relationship is created herein between Landlord and Tenant with respect to the security deposit. The Parties agree the Security Deposit shall not be held in a segregated account and to the extent it is required under State or local law or ordinance, the Parties agree to waive this requirement.

**OPTION TO  
RENEW**

Tenant shall have the right and the Landlord shall agree to provide an extension of the Lease for an additional Five (5) year period and a subsequent additional four (4) year period so long as the Tenant is current with its Rent obligations and other obligations required by this Lease. The terms of the Lease will be extended per the Lease with the exception of the base rent increased by ten percent (10%) increase for the five year option period and by an additional ten percent (10%) increase for the four year option period. Tenant must notify Landlord it is exercising each option not less than sixty (60) days prior to the expiration of the then existing term.

**CONDITIONS AND  
UPKEEP OF THE  
PARKING LOT**

Tenant acknowledges that the Premises is in good order and repair, unless otherwise indicated herein and accepts the Premises "AS IS." Landlord represents and warrants that there are no code violations that it is aware of. Tenant shall, at its own expense and at all times, replace, repair and maintain the Premises in good and safe condition, including but not limited to the cleaning, striping, surface repair and/or replacement and will keep said Parking Lot, in a clean condition, according to the applicable building codes/ordinances at Tenant's expense; and will upon the termination of this Lease, in any way, will yield up said Parking Lot to Landlord in good condition and repair (ordinary wear excepted). Tenant shall be responsible and pay for the installation and maintenance of all improvements to the Parking Lot, if any. In the event Tenant does not maintain the Premises as provided, and after thirty (30) day notice from the Landlord, the Landlord at its option may perform such maintenance and the entire cost thereof plus five percent (5%) shall be paid by Tenant to Landlord upon demand as additional rent. All improvements, maintenance and/or replacement of equipment, fixtures or furnishing performed by the Tenant shall constitute an improvement to the Premises and shall remain at the Premises at the termination of the Lease, by its terms or earlier by agreement or otherwise. Tenant shall be permitted to sublet and transfer the operation and use of the Parking Lot to the Cook County Health and Hospital System. Notwithstanding the foregoing, in the event the Tenant obtains a contract to sell the building and real property located at 12757 S. Western Ave., Blue Island, Illinois, Landlord will consider an assignment of Tenants rights and obligations pursuant to this Lease provided the purchaser is approved by Landlord, in the exercise of Landlord's sole discretion. If an assignment is permitted by Landlord, the assignee must agree to accept all obligations of the Tenant. The Landlord and Tenant agree, because the terms of the lease are unique to Landlord and Tenant, Landlord's decision concerning whether to allow an assignment of the Lease is final and will not be subject to any challenge by Tenant in any court or tribunal.

Tenant shall be responsible to maintain the landscaping and cut the grass according to the rules of the applicable municipal codes or as directed by Landlord.

Tenant shall be responsible for all maintenance and striping of the parking lot, if required.

Tenant shall be responsible for all snow plowing and salting of the parking lot.

**Signs.** Tenant, at no expense to the Landlord, shall be permitted to place sign(s) at the Parking Lot, so long as the Tenant complies with the applicable municipal codes and with the written consent of Landlord, not to be unreasonably withheld. Tenant shall pay all expenses and all licenses and permit fees relating to the installation and maintenance of authorized signs, and shall pay all expenses of removal and costs of repairs resulting therefrom.

#### **INSURANCE**

Tenant agrees that it will at all times during the term hereof, at its sole expense procure and maintain:

- A. General liability insurance in the amount of \$3,000,000 per occurrence, insuring claims for damages because of bodily injury, sickness, disease or death of any person including injury to or destruction of property and claims involving contractual liability applicable to the Tenant's obligation for indemnifying the Landlord and such agents of Landlord as it designates from time to time. Such insurance shall name Landlord as an additional primary insured.
- B. Certificates of insurance acceptable to the Landlord shall be filed with the Landlord contained a clause that such policies may not be canceled by the insurance company unless 30 days prior written notice has been given to the Landlord. At least 20 days prior to the expiration of said policies a new certificate shall be filed with Landlord. Landlord shall be named as an additional primary insured and all policies shall waive subrogation rights. Failure of Tenant to provide an acceptable certificate of insurance to Landlord is considered default of this Lease.
- C. Tenant shall provide a certified copy of the insurance certificate each year of the lease period.

#### **MECHANIC'S LIEN**

Tenant will not permit any mechanic's lien or other liens to be placed upon the Parking Lot or any building of which Parking Lot are a part or related improvement during the term hereof, and in case of the filing of any such lien will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Landlord to the Tenant, the Landlord shall have the right and privilege at Landlord's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Tenant to Landlord and shall be repaid to Landlord immediately upon Landlord's rendition of bill therefore. In the event the Tenant performed or has performed by third parties any work on the Parking Lot, the Tenant agrees to insure that the third parties have worker's compensation insurance. IN the event a third party injures himself or others, the Tenant shall defend, hold harmless and indemnify the Landlord from any claims of damages, injuries or other loss (personal or property), including but not limited to worker's compensation claim, made against the Landlord. Notwithstanding the foregoing, so long as the Tenant is addressing and working to resolve any mechanics lien filed, the Landlord will not take action under this provision, but if Tenant does not take action for a period of sixty (60) days then Landlord shall have the full right to compromise any lien filed and charge the Tenant for all costs associated therewith as additional Rents. If a mechanics lien or other lien is placed on the parking lot, Tenant will deposit with Landlord an amount equal to 150% of the amount claimed due by the lienor. The deposit will be made by Tenant within five (5) days of the date of the lien. Failure of Tenant to make the deposit will be considered as a default of this Lease. The deposit will be used by Landlord to pay the lienor unless Tenant takes all action necessary and required to contest the lien.

#### **INDEMNITY FOR ACCIDENTS**

Tenant covenants and agrees that it will protect and save and keep the Landlord forever harmless, defend and indemnified against and from any penalty or damages or charges imposed for any violation or any laws or ordinances, whether occasioned by the neglect of Tenant or those holding



under Tenant, and that Tenant will at all times defend, protect, indemnify and save and keep harmless the Landlord against and from any and all loss, cost, damage or expense arising out of or from any accident or other occurrence on or about the Parking Lot, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Landlord against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Tenant in any respect to comply with and perform all the requirements and provisions hereof. Indemnification of Landlord by Tenant is subject to a finding of negligence on the part of either the Tenant, those holding under the Tenant of Tenant's agents or customers by a court of Law.

**NON-LIABILITY  
OF LANDLORD**

Landlord shall not be liable for any damage occasioned by failure to keep the Parking Lot in repair, nor for any damage done or occasioned by or from the use or operation of the Parking Lot nor for any damage occasioned by water, snow or ice being upon the Parking Lot. Tenant will not be liable for injuries resulting from Landlord's negligence.

**ACCESS TO  
PARKING LOT**

Landlord shall have free access to the Parking Lot during non-business hours for the purpose of allowing the public to use the Parking Lot or to examine the Parking Lot.

**SURRENDER OF  
PREMISE**

At the end of this Lease, or any renewal or extension thereof, Tenant shall surrender the Parking Lot to Landlord in the same condition as when initially leased with normal wear and tear excepted. Tenant is required to remove all trade fixtures, signs, alterations and personal property, unless further written agreement is reached and executed with Landlord. Tenant shall promptly reimburse Landlord for any expenses incurred by Landlord in connection therewith including without limitation the cost of removal thereof, and repairing any damage occasioned by such removal. In the event at the time of surrender of the Parking Lot the Tenant is arrear for any rents owed to the Landlord, the Tenant shall not remove any fixtures or personal property from the Parking Lot until such time as the rents are paid in full. Landlord shall have a first lien upon the interest of Tenant under this Lease and to the Equipment, fixtures, trade fixtures, and other related property located at the Parking Lot, to secure the payment of all monies due under this Lease, which lien may be foreclosed in equity at any time when money is overdue under this Lease; and Landlord shall be entitled to name a receiver of the leasehold interest, to be appointed in any such foreclosing proceeding, who shall take possession of the Premises and who may re-let the same under the orders of the court appointing them. In addition, Tenant will sign any documents required by the Landlord to preserve its security interests.

**Holdover.** Upon failure of Tenant to surrender possession of the Premises, or Equipment thereon, upon the expiration or early termination of the term of this Lease, Tenant shall pay to Landlord, as an occupancy charge, an amount equal to two hundred (200%) of rent and other sums required to be paid under this Lease as of the date the holdover begins; provided, however, that in such event Tenant shall not be released from any further utility liabilities suffered by Landlord and occasioned by Tenant's holding over.

In the event the Tenant ceases operations and use of said property and the Parking Lot for a period of sixty (60) consecutive days, whether the Landlord is notified of such cessation of operations and use, the Landlord shall have the right to terminate the Lease and obtain full control of the Parking Lot and all improvements thereon as an express condition of the termination. Tenant will provide Landlord with written notice of its intent to cease operations and use of property and parking lot.

**FIRE OR  
CASUALTY**

In case the Parking Lot shall be rendered untenable by fire or other casualty, Tenant shall repair the Parking Lot within thirty (30) days or other reasonable time period appropriate in light of the extent of the damage. In the event the damage is so extensive that repairs cannot be completed within 120 days from the date the damage occurs, Landlord and Tenant shall endeavor to agree upon a mutually agreeable resolution, which may include termination of this lease agreement. All monthly rental payments shall be abated during any period during which the leasehold Parking Lot become untenable.

**LANDLORD'S REMEDIES**

**ON DEFAULT**

All payments of rent and additional rent not received within five (5) days of the due date shall be subject to a five percent (5%) late payment charge and shall be collected as additional rent, as set forth above. If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Landlord may give Tenant notice of such default and if Tenant does not cure any such default within five (5) days, after the giving of such notice, then Landlord may terminate possession or this Lease on not less than five (5) days' notice to Tenant. On the date specified in such notice Tenant shall then quit and surrender the Premises to the Landlord, but Tenant shall remain liable as hereinafter provided. Landlord shall have the right to accelerate the aggregate amount of the minimum rent for the balance of the term. Upon default of this Lease, the aggregate amount shall at once mature and be immediately due and payable from Tenant to Landlord, together with any other money then due from Tenant to Landlord hereunder. In addition, Tenant shall be liable for additional amounts over and above the minimum rent which become due and payable under this Lease during the balance of the term, such as but not limited to Tenant's pro-rata share of the real estate taxes and common area maintenance. If this Lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the Premises by any lawful means and remove Tenant or other occupants and their effects. Notwithstanding the foregoing, the Landlord shall comply with the Illinois Forcible Entry and Detainer in any actions filed to obtain possession of the Premises.

**Cumulative Rights.** The rights and remedies of Landlord under this Lease are cumulative. The exercise or use of any one or more thereof shall not bar Landlord from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise nor use of any right or remedy by Landlord waive any other right or remedy.

**PAYMENT  
OF FEES**

In the event litigation is commenced by Landlord to enforce the terms of the Lease, the Landlord's legal fees and expenses will be paid by the Tenant if Landlord prevails with respect to the litigation. This Lease and all covenants and agreements herein contained shall be binding upon, apply, and inure to their respective heirs, executors, successors, administrators, and assigns of all parties to this Lease. Any costs and/or expenses incurred pursuant to this paragraph by Landlord shall constitute additional rents and are due and payable when invoiced.

Tenant is responsible for payment of its legal fees and expenses incurred in any litigation commenced by either party to enforce the terms of this Lease.

**NOTICES**

In all cases where it is necessary or desirable to serve notices upon either party to this Lease, such notice shall be deemed properly served if delivered personally to the party to whom it is directed, or served by certified or registered mail, return receipt requested, directed to the other party in writing at the address set forth hereon or by electronic means, i.e. email. Either party may change such address by notifying the other party in writing as herein provided. In the case of notice by certified or registered mail, such notice shall be deemed complete three days after the date of mailing thereof.

Notice to the parties is as follows:

To Landlord: City of Blue Island, 13051 Greenwood Ave., Blue Island, Illinois, Attn: Mayor's Office with a copy to City Clerk

To Tenant: John P. Cooney, Cooney Corso & Moynihan, LLC, 1311 Butterfield Rd, Ste 308, Downers Grove, IL 60515 and email [jcooney@ccvmlaw.com](mailto:jcooney@ccvmlaw.com)

Service upon the forgoing shall constitute service upon the respective party.

**APPLICATION  
OF PAYMENTS**

Landlord reserves the right to apply any and all payments received from Tenant according to

Landlord's internal accounting system and Landlord's sole direction.

**SEVERABILITY**

In the event any court of competent jurisdiction declares any provision, or portion thereof, of this Lease invalid or void, said declaration by the Court shall not affect any other provision of the Lease or any other portion of the provision.

**MISCELLANEOUS**

This Lease constitutes the entire agreement reached between the Landlord and the Tenant for the Lease of the subject Parking Lot based on the terms and conditions set forth herein. Parties agree that there are no other terms and conditions that are not set forth in this Lease or the Exhibits and Riders attached thereto.

The use of "Tenant" shall include the singular as well as the plural version as the case may be. "Tenant" shall include all persons named as Tenant on the first page of the Lease as well as all individuals who signed personally or in their individual capacity. The Tenant, if more than one individual, shall be held jointly and severally liable for all obligations under this Lease.

Where in this instrument masculine pronouns are used, or words indicating the singular number appear, such words shall be considered as if feminine or neuter pronouns or words indicating the plural number have been used, where the context indicated the propriety of such use.

Only those individuals listed on the first page and who have executed below shall be the only individuals who shall be permitted to occupy or use the Leased Premise.

Violation by the Tenant of any duty or obligation under this Lease, including but not limited to the obligations to make payments of the Rents when due; to keep, maintain and inspect and keep the Parking Lot and all systems and appliances located there on in good repair and working order; and payment of all utilities, assessments, shall constitute a material breach of this Lease.

If the Landlord voluntarily transfers the property, the transferee shall as a condition of the contract honor the terms of this Lease so long as the Tenant is in compliance with the terms set forth herein.

Wherein this instrument rights are given to either Landlord or Tenant, such rights shall extend to the agents, employees, or representative of such persons.

If a corporation executes this instrument, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This Lease consists of six (6) pages, Rent Schedule and Exhibit A:

Tenant:  
12757 S. Western Ave. LLC, an Illinois  
limited liability company  
By: [Signature]  
Its MANAGER

Landlord:  
City of Blue Island, an Illinois municipal corporation  
By: [Signature]  
Its \_\_\_\_\_

Attest: [Signature]

Date: 01/03/2019

Date: 1/2/19

**RENT SCHEDULE**

THIS RENT SCHEDULE is attached to, and made a part of that certain Lease dated JANUARY 3, 2019 by and between Landlord and Tenant:

<b>YEARS</b>		<b>MONTHLY</b>
1-10	-	\$416.67
Extension		
11-15	-	<u>\$458.34</u>
16-19		<u>\$504.17</u>

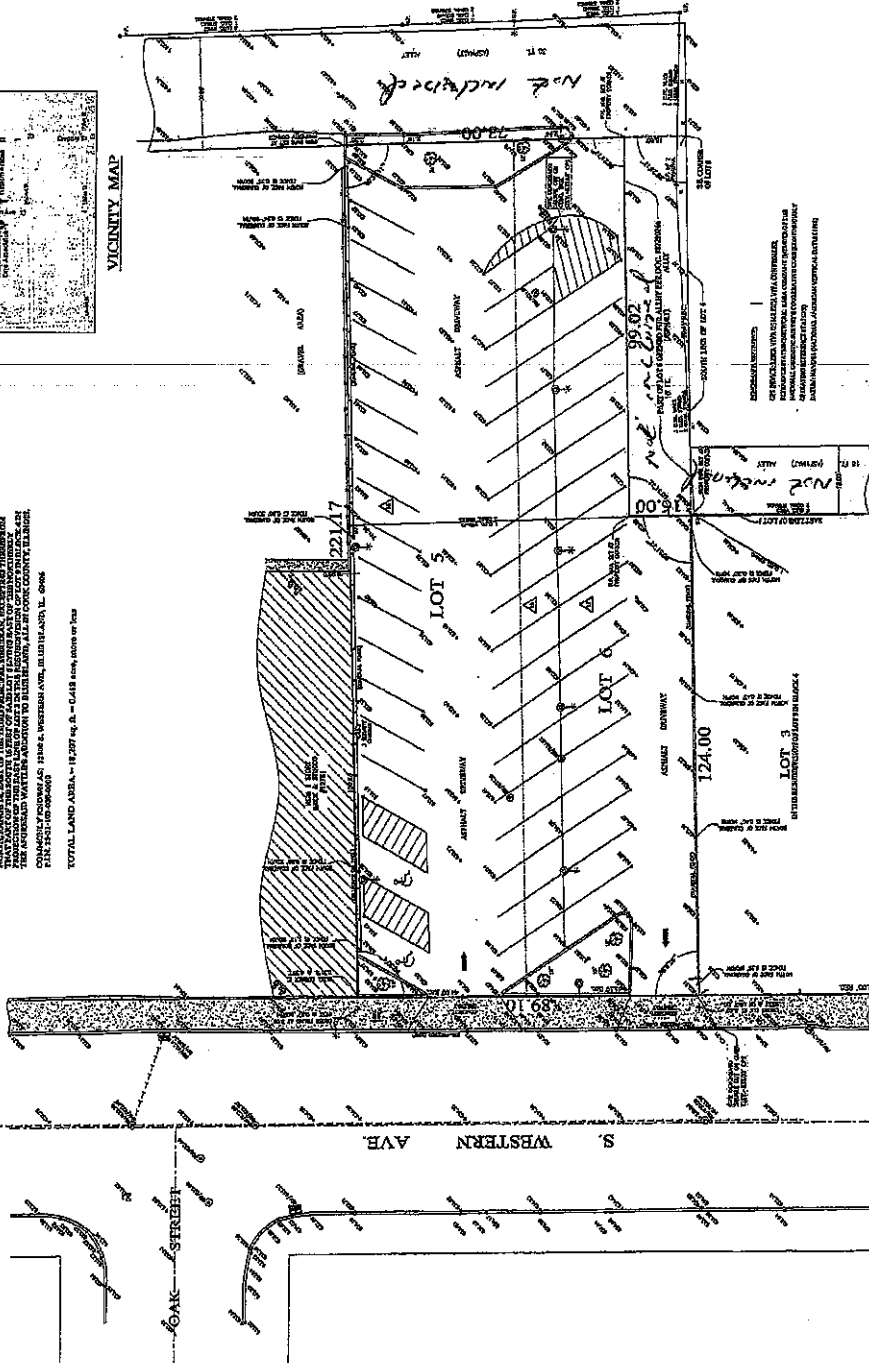
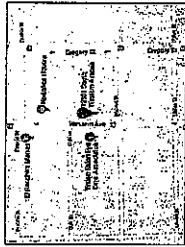
**MM SURVEYING CO., INC.**  
PROFESSIONAL DESIGN FIRM No. 184-00323  
**ALT/ANSPS Land Title Survey**  
& Topographic Survey

3415 W. JOHNSON AVENUE  
CHICAGO, ILLINOIS 60658  
NORTH

NOTE: PART OF THIS INSTRUMENT IS PART OF AN INSTRUMENT RECORDING IN THE PUBLIC RECORDS OF THE OFFICE OF THE CLERK OF THE COUNTY OF DEKALB, ILLINOIS, VOL. 284, PAGE 131. THIS INSTRUMENT IS A REVISION OF SAID INSTRUMENT AND SHALL BE CONSIDERED AS PART OF SAID INSTRUMENT. THE ASSIGNMENT MADE HEREIN IS SUBJECT TO THE TERMS AND CONDITIONS OF SAID INSTRUMENT.

CONTRACT NO. 15-150-100000  
TOTAL LAND AREA: 14.207 Ac. ± - C-158 Acres, more or less

**VICINITY MAP**



- LEGEND:**
- Proposed Easement
  - Easement
  - Right-of-Way
  - Utility Easement
  - Fenced Area
  - Existing Structure
  - Proposed Structure
  - Property Line
  - Survey Point
  - Contour
  - Elevation
  - Spot Elevation
  - Proposed Street
  - Existing Street
  - Utility Pole
  - Survey Marker
  - Boundary Monument
  - Easement Monument
  - Right-of-Way Monument
  - Fenced Area Monument
  - Existing Structure Monument
  - Proposed Structure Monument



Order No. **91297**  
Scale: 1 inch = 40 feet  
Field Completion Date: 10/15/2015  
Ordered by: [Name]

**REGISTERED PROFESSIONAL SURVEYOR**  
ILLINOIS  
No. 0272039  
Dana L. DeMott  
1/1/2012  
1/1/2018

**NOTE TO CLIENT:** THIS MAP WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF ILLINOIS. I HAVE BEEN ADVISED BY THE CLIENT THAT THE INFORMATION ON THIS MAP WAS OBTAINED FROM THE RECORDS OF THE CLERK OF THE COUNTY OF DEKALB, ILLINOIS, VOL. 284, PAGE 131. THIS INSTRUMENT IS A REVISION OF SAID INSTRUMENT AND SHALL BE CONSIDERED AS PART OF SAID INSTRUMENT. THE ASSIGNMENT MADE HEREIN IS SUBJECT TO THE TERMS AND CONDITIONS OF SAID INSTRUMENT.