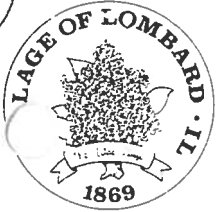


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J.P. "RICK" CARNEY

DUPAGE COUNTY RECORDER

APR.04,2001

12:47 PM

OTHER

06-17-312-025

007 PAGES

R2001-058804

ORDINANCE 4918

**APPROVING VARIATIONS TO THE LOMBARD SIGN
ORDINANCE**

**240 E. Roosevelt Road
Lombard, Illinois**

Parcel Number: 06-17-312-025

Return To:

**Village of Lombard
Department of Community Development
255 E. Wilson Avenue
Lombard, IL 60148**

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ORDINANCE NO. 4918

**AN ORDINANCE APPROVING VARIATIONS
TO THE LOMBARD SIGN ORDINANCE
TITLE 15, CHAPTER 153 OF THE CODE OF LOMBARD, ILLINOIS**

(ZBA 00-09: 240 East Roosevelt Road, Lombard, IL)

WHEREAS, the President and Board of Trustees of the Village of Lombard have heretofore adopted the Lombard Sign Ordinance, otherwise known as Title 15, Chapter 153 of the Code of Lombard, Illinois; and,

WHEREAS, the subject property is zoned B4 Corridor Commercial District; and,

WHEREAS, an application has been filed with the Village of Lombard requesting variations from Title 15, Chapter 153, Section 153.505.16.a.1.a. of said Sign Ordinance to allow square footage for wall sign from 100 square feet to 166 square feet; and,

WHEREAS, a public hearing has been conducted by the Zoning Board of Appeals on November 29, 2000 pursuant to appropriate and legal notice; and,

WHEREAS, the Zoning Board of Appeals has filed its recommendations with the President and Board of Trustees recommending approval of the variations described herein; and,

WHEREAS, the President and Board of Trustees approve and adopt the findings and recommendations of the Zoning Board of Appeals and incorporate such findings and recommendations herein by reference as if they were fully set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

Section 1: That variations are hereby granted from the provisions of Title 15, Chapter 153, Section 153.505.16.a.1.a. of said Sign Ordinance to allow square footage for wall sign from 100 square feet to 166 square feet; and,

Section 2: That this ordinance is limited and restricted to the property generally located at 240 East Roosevelt Road, Lombard, Illinois, and legally described as follows:

LOTS 10, 11 & 12 IN BLOCK 10 OF LOMBARD PARK TERRACE, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1925 AS DOCUMENT 195807, IN DUPAGE COUNTY, ILLINOIS; AND

THE WEST HALF OF LOT 6, IN BLOCK 10 OF LOMBARD PARK TERRACE, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 1925, AS DOCUMENT 195807, IN DUPAGE COUNTY, ILLINOIS.

Parcel No. 06-17-312-025

Section 3: This ordinance shall be granted subject to compliance with the following conditions:

1. The petitioner shall provide staff with a Plat of Consolidation for the subject property that is ready to be recorded at DuPage County. This will need to be received before the Community Development Department can sign off on a Certificate of Occupancy.
2. The petitioner shall provide staff with a copy of the billboard lease/contract eight (8) days prior to this request appearing before the Village Board. The petitioner shall remove the billboard in its entirety from the property upon expiration of said lease. If in the event the length of the contract exceeds any billboard amortization dates adopted by the Village, the billboard shall be removed at the end of the date established as part of the billboard amortization action by the Village.

Section 4: This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed on first reading this 4th day of January, 2001.

First reading waived by action of the Board of Trustees this _____ day of _____, 2001.


Passed on second reading this 18th day of January, 2001.

Ayes: Trustees Borgatell, Tross, Schaffer, Sebby, Florey, Kufrin, Jr.

Nays: None

Absent: None

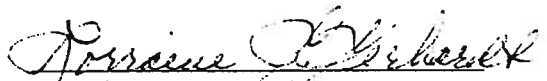
Approved this 18th day of January, 2001.


William J. Mueller

Ordinance No. 4918
Re: ZBA 00-09
Page 3

Village President

ATTEST:



Lorraine G. Gerhardt
Village Clerk

Lease # 909428

SIGN LOCATION LEASE

1. The undersigned, as Lessor, hereby leases and grants to Outdoor Systems Advertising (Lessee), the exclusive use of the below described premises for the purpose of erecting, placing and maintaining illuminated or non-illuminated outdoor advertising sign structure(s) (the structure(s)), including any and all necessary appurtenances thereto, commencing on September 1, 1999.

Legal Description: Lots 10, 11 and 12 in block 10 in Lombard Park Terrace. A subdivision of the east half of the southwest quarter of Section 17, Township 39 North, Range 11 east of the Third Principal Meridian, according to the plat thereof recorded July 8, 1925 as document 195807, in DuPage County, Illinois. P.L.N. 06-17-312-016 and 017

Location Description: 230 East Roosevelt Road
in the city/town of Lombard, County of DuPage in the State of Illinois.
2. The initial term of this Lease shall be 15 years commencing on the date set forth above.
- 2- Lessee shall pay to Lessor rental of: Six Thousand Eight Hundred (\$6,800.00) per year payable annually in advance beginning of September 1, 1999. ~~During the period when no advertising copy is displayed on the structure(s), the rental shall be Ten (\$10.00) Dollars per month.~~
4. Lessor warrants that he is the owner or authorized agent of the owner of the subject premises and that he has full authority to enter into this Lease; and grants Lessee the right to make any necessary applications with, and obtain permits and/or licenses from governmental bodies for the purpose of erecting, illuminating and maintaining of Lessee's structure(s), at Lessee's sole discretion and expense. All such permits shall always remain the property of Lessee.
5. Lessee shall save Lessor harmless from all damages to persons or property by reason of negligent acts of its employees, agents, or others employed by Lessee.
6. This agreement is a Lease, not a license, and all structure(s) and appurtenances thereto placed on the premises by Lessee, its agent or predecessor shall remain the property of Lessee, and that, notwithstanding the fact that same shall constitute a trade fixture, Lessee shall have the right to remove same at any time during the term or after the expiration of the Lease. If Lessee removes its structure(s), only the above-grade portions of said structure(s) shall be removed. The future existence of below-grade improvements shall not constitute continued occupancy of the premises by Lessee. Upon termination of the lease and Lessee's removal of its sign structure(s), Lessor agrees to hold Lessee harmless from any and all claims which may arise as a result of Lessee's past occupancy of the premises.
7. The Lease shall continue in full force and effect for its initial term and thereafter on a year to year basis on the then existing terms and conditions, unless terminated at the end of such term upon written notice by the Lessor or Lessee served not less than (90) days before the end of such term or subsequent lease year of the year to year term.
8. In the event that (in Lessee's sole opinion): (a) Lessee is unable to secure or maintain any required permit or license from any appropriate governmental authority, (b) federal, state or local statute, ordinance regulation or other governmental action which would preclude or materially limit use of the premises for outdoor advertising purposes, (c) the visibility of the structure(s) to the traveling public is obstructed or obscured, (d) the advertising value of the structure(s) is impaired or diminished, (e) there occurs a diversion of traffic from or a change in the direction of traffic past the structure(s), (f) Lessee is prevented from maintaining electrical power to the premises, (g) Lessee finds that maintenance of the structure(s) is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to Lessor's property, (h) maintenance will be hampered, or made unsafe due to conditions caused by nearby properties, land uses, or utilities, then, Lessee shall at its option have the right to terminate this Lease upon thirty (30) days notice in writing to Lessor, and Lessor shall refund to Lessee any rental payment paid in advance for the remainder of the unexpired term, or Lessee may reduce the rental in proportion to the decreased value of the premises for outdoor advertising purposes.
9. In the event that the subject premises, or any part thereof, is condemned or taken by power of eminent domain or if the property is conveyed to any part as a result of the power of eminent domain, Grantee shall be entitled to an apportionment on the basis of the value of its leasehold interest of any awards or compensations received in connection with any legal action, proceeding or compromise settlement made pursuant to any governmental agency's action. Lessee shall have the right to relocate its sign structure(s) on Lessor's remaining premises adjoining the condemned premises or relocated adjacent street or highway.
10. It is the understanding of the parties that visibility of the structure(s) to the traveling public is the essence of the Lease. Lessor shall not cause nor permit any sign structure(s) other than those in existence at the time of the execution of this Lease, to be placed on the aforementioned premises or any premises owned or controlled by the Lessor, his beneficiaries, if any, within a radius of one thousand feet (1000') from Lessee's structure(s) location(s) without prior written consent from the Lessee. Said consent shall not be unreasonably withheld. Lessor shall not cause nor permit Lessee's structure(s) to be obscured from visibility to the traveling public. Lessor grants Lessee the right to trim, cut, or remove brush, trees, shrubs, or any vegetation or remove any obstructions of any kind which limit the visibility of the structure(s).
11. Lessor warrants that if Lessee shall pay the rent provided for herein, Lessee shall and may peaceably and quietly have, hold and enjoy use of the premises for the term of this Lease. To this end if at any time during the term of this Lease, Lessor fails to pay any lien or encumbrance affecting the premises including any past due real estate taxes, interest, and/or penalties thereto, and after receipt of Lessee's written request to Lessor to pay said sums, Lessee shall have the right, but not the obligations, to pay such amounts or any portion thereof. Lessee may deduct any such payments, and any additional related expenses, including reasonable attorney's fees, with interest thereon at the interest rate applicable to judgments under state law per annum from the date of payment, from the next succeeding installment of rent until Lessee has been fully reimbursed for such payments, interests and fees.
12. ~~This Lease shall not obligate the Lessee in any way until it is accepted and executed by the General Manager or Real Estate Manager of the regional office of Lessee which will be responsible for executing Lessee's duties under this Lease. It is understood that this written lease between the parties constitutes the entire Lease and understanding between the parties and supercedes all prior representations, understandings, and agreements relating to the property site(s). This Lease may not be modified except in writing, signed by Lessor and the General Manager or Real Estate Manager of the regional office of Lessee.~~
13. This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto and Lessor agrees to notify Lessee of any change of ownership of the premises related thereto or of Lessor's mailing address within seven (7) days of such change.
14. Lessee, at its sole option shall have the right to add any ancillary use to its structure(s), including but not limited to routing necessary underground lines and telecommunications devices.
15. Lessee shall have the right of first refusal, for the period of one (1) year following termination of this Lease, including any subsequent like terms as provided herein, to enter into another lease with the Lessor upon the same terms and conditions as offered to Lessor by any other entity for the purpose of erecting, placing, and maintaining of an outdoor advertising sign structure(s) upon the premises of which this Lease is the subject.

- 16. Lessee shall have the first right to enter into an agreement for the purchase of the subject premises based upon the terms and conditions as offered to Lessor by any third party.
- 17. It is acknowledged by the parties that the rental payments herein are predicated on annual installments. Should the provisions of paragraph eight (8) become operative, or the term of this Lease commences on some day other than the first of the month, all rental payments required hereunder shall be prorated based upon a thirty (30) day month. Payments shall be deemed received by Lessor upon deposit by Lessee with the United States Postal Service.
- 18. Lessor consents and grants to Lessee and/or its agents the right to ingress and egress to and from its structure(s) over any premises owned or controlled by lessor for all purposes reasonably necessary for the proper erection, placing, maintaining, servicing and removal of the structure(s), the right to provide or establish electrical power to the structure(s) (at Lessees' sole expense) and place incidental and ancillary equipment thereon, the right to relocate the structure(s) to lawful site(s) satisfactory to Lessee on Lessor's premises if the maintenance of the structure(s) on the premises are proscribed by federal, state, or local statute, ordinance or regulation. Lessee, at its sole option may sublet its structure(s) or assign its rights, title and interests in this lease at any time.
- 19. In the event that either party is in default under the terms of this Lease, the non-defaulting party shall deliver written notice via the United States Postal Services by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within seven (7) days of receipt of such notice.

BY: Julius Walton Trust
 Julius Walton Trust dated August 5, 1992 - Lessor
Owner Executor
 Title

BY: Ronald J. Jirina
 OUTDOOR SYSTEMS ADVERTISING - Lessee
General Manager
 Title

DATE: 9-18-99

DATE: 10-7-99

160 East Pearson, Suite 3102
 Address
Chicago IL 60611
 City State Zip

444 North Michigan Avenue, Suite 110
 Address
Chicago IL 60611
 City State Zip

TELEPHONE NUMBER 312/861-0552

TELEPHONE NUMBER 312/396-5700

S.S. # OR FED. I.D. # 048-03-1492

STATE OF IL)
 COUNTY OF COOK)ss

PLEASE BE ADVISED THAT IF SATISFACTORY TERMS AND CONDITIONS CANNOT BE MADE WITH THE ULLAGE OF LOMBARD THIS LEASE WILL NOT BE RENEWED AT ITS MATURITY.

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Julius Walton, personally known to me to be the same person(s) whose names(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that [HE/SHE/THEY] signed, sealed and delivered the said instrument as [HIS/HERS/THEIR]'s free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th OF SEPTEMBER, 19 99.

A. Richard Augusta
 Notary Public Signature
A. RICHARD AUGUSTA
 Printed Name

STATE OF IL)
 COUNTY OF COOK)ss

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that [Julius Walton], personally known to me to be the same person(s) whose names(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that [HE/SHE/THEY] signed, sealed and delivered the said instrument as [HIS/HERS/THEIR]'s free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th OF SEPTEMBER, 19 99.

A. Richard Augusta
 Notary Public Signature
A. RICHARD AUGUSTA
 Printed Name



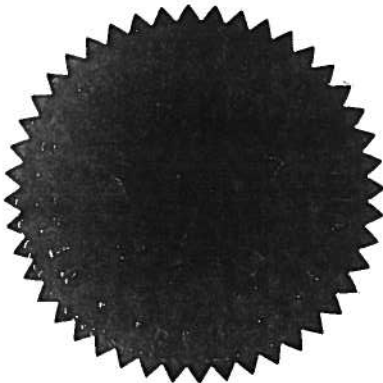


I, Lorraine G. Gerhardt, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

I further certify that attached hereto is a true
and correct copy of ORDINANCE 4918
APPROVING VARIATIONS TO THE LOMBARD SIGN
ORDINANCE TITLE 15, CHAPTER 153 REGARDING
240 E. ROOSEVELT ROAD
PIN 06-17-312-025

of the said Village as it appears from the official records
of said Village duly passed on January 18, 2001.

In Witness Whereof, I have hereunto affixed my official signature and
the Corporate Seal of said **Village of Lombard**, Du Page County,
Illinois this 2nd day of April, 2001.



Lorraine G. Gerhardt
Village Clerk
Village of Lombard
DuPage County, Illinois