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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 01/15/2014 04:38 PM Pg: 1 of 6

Prepared by and Return to:
Allison Nelson
1515 Wynkoop St., Suite 600
Denver, CO 80202

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made and entered into this 9th day of December 2013, by and between EVERBURY PARTNERS, L.P., an Illinois limited partnership ("Landlord") and TOTAL RENAL CARE, INC., a California corporation ("Tenant"). Tenant and Landlord agree to and acknowledge the following matters:

1. Landlord and Tenant entered into those certain Lease Agreements each dated as of December 9, 2013 (collectively, the "Lease"), wherein Landlord leases to Tenant, and Tenant leases from Landlord, subject to the terms, covenants and conditions contained therein, space consisting of approximately 1,576 rentable square feet (the "Premises"), located at 1333 North Kingsbury Street, Suite 305 in Chicago, Illinois, as legally described on Exhibit A, attached and incorporated herein by reference (the "Property").

2. The term of the Lease is for an initial period of 60 months commencing upon the Commencement Date, as defined in the Lease, (the "Lease Term"), subject to a right to extend and renew the Lease for 3 successive additional periods of 5 years each.

3. Pursuant to the Lease, Tenant has the right of first option to lease adjacent premises located on the Property.

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4. The address of Landlord is c/o Structured Development, LLC, 211 North Clinton, Suite 3 South, Chicago, IL 60661.

5. The address of Tenant is c/o DaVita HealthCare Partners Inc., Attn: Real Estate Legal, 2000 16th Street, Denver, CO 80202 with a copy to: relegal@davita.com
Subject: Chicago, IL (Facility #5593) – Corporate.

6. The purpose of this Memorandum is to give record notice to all persons that Tenant has a leasehold interest in the Premises with related use exclusivity rights, and a right of first option pursuant to the Lease, in addition to other rights and obligations created therein, all of which are confirmed.

7. Any capitalized terms utilized herein that are not otherwise defined shall be deemed to have the same meaning as set forth in the Lease.

8. In the event of a conflict between the terms of the Lease and the terms of this Memorandum, the terms of the Lease shall control.

9. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature pages follow]

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EXHIBIT A
TO
MEMORANDUM OF LEASE

City of Chicago, County of Cook, State of Illinois

Lots 19 to 30 in John A. Yales Subdivision of Block 72 in Elston's Addition to Chicago in Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN 17-05-225 020-0000 ✓

Property of Cook County Clerk's Office