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This Document Prepared By:

Anne R. Garr
Freeborn and Peters LLP
311 S. Wacker Drive
Suite 3000
Chicago, Illinois 60606

Doc# 1627929018 Fee \$50.00
RHSP Fee:\$9.00RPRF Fee \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/05/2016 11:14 AM Pg: 1 of 7

After Recording Please Return To:

JPMorgan Chase Bank, National Association
Attention: Lease Administration,
MC: OH (-0241
1111 Polaris Parkway,
Columbus, Ohio 43240-2050

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement (this "**Termination Agreement**") is dated effective as of this 30th day of September, 2016 by and between Shubert Development Partners, LLC, a Colorado limited liability company (the "**Landlord**"), and JPMorgan Chase Bank, National Association, a national banking association ("**Tenant**").

A. Landlord and Tenant are parties to that certain Ground Lease dated January 13, 2010, as amended by that certain First Amendment to Ground Lease dated November 23, 2011, that certain Second Amendment to Ground Lease dated April 17, 2012, that certain Third Amendment to Ground Lease dated February 14, 2013 and that certain Fourth Amendment to Ground Lease dated March 29, 2013 (collectively, the "**Lease**") for that certain property legally described in Exhibit A attached hereto (the "**Premises**").

B. Landlord and Tenant have entered into that certain Purchase and Sale Agreement dated August 31, 2016 (the "**Agreement**") pursuant to which Tenant will purchase the Premises and certain easement rights appurtenant to the Premises. The Premises and the appurtenant rights are collectively herein referred to as the "**Property**."

C. Given Tenant's election to purchase the Property, Landlord and Tenant desire to terminate the Lease prior to its expiration.

D. Except as otherwise provided herein, words used in this Termination Agreement shall have the same meanings ascribed in the Lease.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Landlord and Tenant agree as follows:

1. The Lease shall be terminated effective as of the date and time of the fee transfer of the Property to Tenant pursuant to the terms of the Agreement (herein, the "**Termination Date**"), as if such time and date were set forth in the Lease as the expiration date of the Lease.

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2. Except for claims arising out of this Termination Agreement, each party to this Termination Agreement hereby releases and forever discharges the other of and from any and all claims and liabilities which the releasing party may have, under, with respect to or arising out of the Lease. The parties intend the foregoing to be a complete release of all such claims, whether such claims now exist or arise in the future and whether or not such claims are known to the releasing party. The foregoing shall not be deemed to preclude a "reconciliation" of Additional Rent (as defined in the Lease) attributable to periods prior to the Closing Date, which shall occur in accordance with the terms of the Lease, notwithstanding the termination thereof.

3. Notwithstanding anything in the Lease to the contrary, as of the termination of the Lease, all Improvements and Tenant's Equipment (as defined in the Lease) shall be solely the property of the Tenant.

4. Landlord and Tenant each represent and warrant to the other that each has the authority to execute and deliver this Termination Agreement and perform its obligations hereunder.

5. This Termination Agreement may be executed by the parties in separate duplicate counterparts, and/or by facsimile, and/or e-mail (PDF) signature, all of which taken together shall constitute one agreement binding on all the parties hereto.

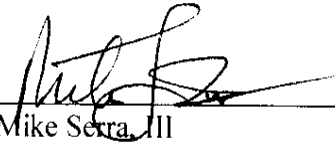
SIGNATURE PAGE TO FOLLOW

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IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the date first above written.

LANDLORD:

Shubert Development Partners, LLC, a Colorado limited liability company

By: 
Name: Mike Serra III
Its: Authorized Signatory

TENANT:

JPMorgan Chase Bank, National Association, a national banking association

By: _____
Name: _____
Its: _____

[Notary Page to Follow]

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS**

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IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the date first above written.

LANDLORD:

Shubert Development Partners, LLC, a Colorado limited liability company

By: _____

Name: Mike Serra, III

Its: Authorized Signatory

TENANT:

JPMorgan Chase Bank, National Association, a national banking association

By:  _____

Name: John C. McGinley

Its: Managing Director

[Notary Page to Follow]

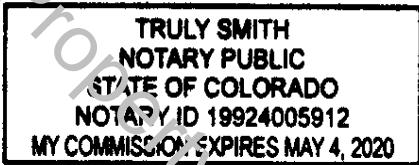
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STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 17 day of September, 2016 by Mike Serra, III, as Authorized Signatory of Shubert Development Partners, LLC, a Colorado limited liability company, on behalf of the limited liability company.

Truly Smith
Notary Public

My commission expires: 5/4/20



STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____, as _____ of JPMorgan Chase Bank, National Association, a national banking association, on behalf of the banking association.

Notary Public

My commission expires: _____

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STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of September, 2016 by Mike Serra, III, as Authorized Signatory of Shubert Development Partners, LLC, a Colorado limited liability company, on behalf of the limited liability company.

Notary Public

My commission expires: _____

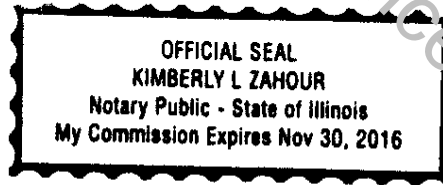
Property of COOK COUNTY CLERK'S Office

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 21st day of September, 2016 by John C. McGinty, as Managing Director of JPMorgan Chase Bank, National Association, a national banking association, on behalf of the banking association.

Kimberly L. Zahour
Notary Public

My commission expires: 11/30/2016



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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF LOTS 16 THROUGH 23, BOTH INCLUSIVE, AND PART OF THE EAST AND WEST 15 FOOT ALLEY NOW VACATED LYING SOUTH OF AND ADJOINING LOTS 19 THROUGH 23, BOTH INCLUSIVE, IN BLOCK 3 IN S.S. HAYES KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE LYING 108.50 FEET (AS MEASURED AT RIGHT ANGLES) EAST OF AND PARALLEL WITH THE EAST LINE OF NORTH KILPATRICK AVENUE, ALSO BEING THE WEST LINE OF SAID LOTS 18 AND 19, ALSO LYING NORTH OF A LINE LYING 81.00 FEET (AS MEASURED AT RIGHT ANGLES) NORTH OF AND PARALLEL WITH THE NORTH LINE OF WEST PARKER AVENUE, ALSO BEING THE SOUTH LINE OF SAID LOTS 16, 17 AND 18, IN COOK COUNTY, ILLINOIS.

Part of PIN: 13-27-301-005-0000

New PIN: 13-27-301-013-0000

Common Address: 4645 W. Diversey Ave. Chicago, IL 60639