

UNOFFICIAL COPY



This Instrument Prepared by and after recording return to:

Kris E. Curran, Esq.
Nixon Peabody LLP
3500 Three First National Plaza
Chicago, Illinois 60602

Doc# 1736306136 Fee \$52.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/29/2017 12:52 PM PG: 1 OF 8

MEMORANDUM OF GROUND LEASE (Phase 1A Remainder)

8986301-3 5 of 5

THIS MEMORANDUM GROUND LEASE (Phase 1A Remainder) (this “Memorandum”) is made and entered into as of the 28th day of December, 2017 by and between the County of Cook, a home rule county and a body corporate and politic and unit of local government of the State of Illinois, with offices at 118 N. Clark Street, Chicago, Illinois 60602, as Landlord (“Landlord”), and CHDG Phase 1A1 (Parking) Owner LLC, a Delaware limited liability company, with offices at 181 West Madison Street, Suite 4700, Chicago, Illinois 60602, as Tenant (“Tenant”).

KNOW ALL MEN BY THESE PRESENTS:

A. Landlord, as “Owner” and Civic Health Development Group LLC, an Illinois limited liability company, (“Master Developer”), as “Developer” have entered into a certain Redevelopment Agreement for the redevelopment and operation of Old Cook County Hospital and the development and operation of related property dated as of May 16, 2016 (“Original RDA”) recorded in the office of the Recorder of Deeds of Cook County Illinois as Document 1736306132 and amended by that certain Amendment to Development Agreement dated as of November 14, 2017 (“RDA Amendment”) recorded in the office of the Recorder of Deeds of Cook County Illinois as Document 1736306133; the Original RDA, as amended by the RDA Amendment, is hereinafter collectively referred to as the “RDA” or “Redevelopment Agreement”) which relates to approximately ten acres of land and owned by Landlord in the vicinity of John H. Stroger Hospital of Cook County (“Stroger Hospital”) within the “Project Area” defined in the RDA (hereinafter called the “Master Redevelopment Area”); and

C. Pursuant to the RDA, the Master Redevelopment Area is to be redeveloped in Phases (as more particularly described and defined in the RDA); and

D. Pursuant to the terms of the RDA (as amended), Master Developer has satisfied the conditions precedent to the execution and delivery of the Phase 1A Ground Leases for Phase 1A of the Project; and

F. In furtherance of the foregoing, Landlord and Tenant have entered into a certain Ground Lease (Phase 1A Remainder) of even date herewith (the “Lease”) which covers that

8
Re

UNOFFICIAL COPY

portion of the Master Redevelopment Area consisting of the land ("Leased Land") legally described on **Exhibit A** attached hereto and incorporated herein by this reference; and

G. Pursuant to the Lease and RDA Owner has leased the Leased Land to Tenant, an Affiliate of Master Developer, and Tenant has leased the Leased Land from Owner, for the purpose of developing the Leased Land with the buildings and other improvements applicable thereto and described in the Master Development Package and the Final Plans (as defined in the RDA) (collectively, the "Project") and owning, operating and maintaining the Project, all on and subject to the terms, conditions, covenants and agreements contained in the Lease.

Certain basic terms and provisions of the Lease are as set forth below:

1. The Term of the Lease consists of:
 - (a) An Initial Term of ninety nine (99) years commencing December 31, 2017 and expiring December 31, 2116 unless sooner terminated in accordance with the Lease; and
 - (c) Two (2) options to renew the term for successive Renewal Terms of twenty-five (25) years each, such options to be exercised, if at all, by Tenant in accordance with the terms of the Lease.
2. The rental to be paid by Tenant and all of the obligations and rights of Landlord and Tenant are fully set forth in the Lease.

This instrument is merely a memorandum and is subject to all of the terms, conditions and provisions of the Lease. In the event of any inconsistencies between the terms of the Lease and this instrument, the terms of the Lease shall prevail as between the parties. This Memorandum is binding upon and shall inure to the benefit of the successors and assigns of the parties. To indicate their agreement to the above, the parties or their authorized representatives or officers have executed this Memorandum.

This Memorandum may be executed in counterpart by the parties, each of which shall be deemed an original and which, when taken together, shall constitute a single instrument.

UNOFFICIAL COPY

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Ground Lease (Phase 1A Remainder) as of the day and year first above written.

LANDLORD:

County of Cook, an Illinois home rule county

By: Jessica Caffrey

Name: Jessica Caffrey
Title: Director of Real Estate Management,
Bureau of Asset Management

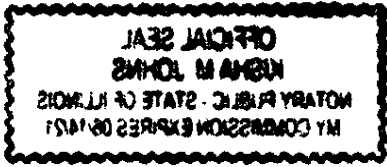
TENANT:

CHDG PHASE 1A1 (PARKING) OWNER LCC,
a Delaware limited liability company

By: CHDG PHASE 1A1 MANAGER LLC,
a Delaware limited liability company
Its Sole Member

By: TREN DEVELOPMENT LLC,
an Illinois limited liability company
Its Manager

By: _____
Chris Horney
Its Authorized Representative



REAL ESTATE TRANSFER TAX		29-Dec-2017
	CHICAGO:	0.00
	CTA:	0.00
	TOTAL:	0.00

17-18-403-002-0000 | 20171201676238 | 1-129-390-112
* Total does not include any applicable penalty or interest due.

REAL ESTATE TRANSFER TAX		29-Dec-2017
	COUNTY:	0.00
	ILLINOIS:	0.00
	TOTAL:	0.00

17-18-403-002-0000 | 20171201676238 | 0-954-296-256

UNOFFICIAL COPY

Acknowledgement of the County of Cook

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kisha M. Johns, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT, Jessica Caffrey, personally known to me to be the Director of Real Estate Management of Cook County, an Illinois home rule county, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument, as her free and voluntary act and as the free and voluntary act said County, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of December, 2017.

Kisha M. Johns

Notary Public



Acknowledgement of the Tenant

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT, Chris Horney personally known to me to be the Authorized Representative of Trean Development LLC, an Illinois limited liability company, the Manager of CHDG Phase 1A1 Manager LLC, a Delaware limited liability company, the sole member of CHDG PHASE 1A1 (PARKING) OWNER LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument, as his/her free and voluntary act and as the free and voluntary act of said companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this __ day of December, 2017.

Notary Public

UNOFFICIAL COPY

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Ground Lease (Phase 1A Remainder) as of the day and year first above written.

LANDLORD:

County of Cook, an Illinois home rule county

By: _____

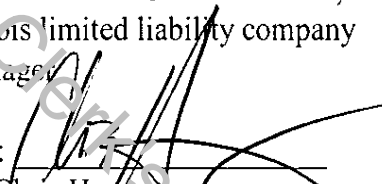
Name: Jessica Caffrey
Title: Director of Real Estate Management,
Bureau of Asset Management

TENANT:

CHDG PHASE 1A1 (PARKING) OWNER LCC,
a Delaware limited liability company

By: **CHDG PHASE 1A1 MANAGER LLC**,
a Delaware limited liability company
Its Sole Member

By: **TREAN DEVELOPMENT LLC**,
an Illinois limited liability company
Its Manager

By: 
Chris Horne
Its Authorized Representative

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Acknowledgement of the County of Cook

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kisha M. Johns, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT, Jessica Caffrey, personally known to me to be the Director of Real Estate Management of Cook County, an Illinois home rule county, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument, as her free and voluntary act and as the free and voluntary act said County, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 28 day of December, 2017.

Kisha M. Johns
Notary Public



Acknowledgement of the Tenant

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT, John T. Murphy personally known to me to be the Authorized Representative of Trean Development LLC, an Illinois limited liability company, the Manager of CHDG Phase 1A1 Manager LLC, a Delaware limited liability company, the sole member of CHDG PHASE 1A1 (PARKING) OWNER LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument, as his/her free and voluntary act and as the free and voluntary act of said companies, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this __ day of December, 2017.

Notary Public

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION OF LEASED LAND

THAT PART OF LOTS 1 AND 2 IN CODWISE'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 129 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOTS AND LYING NORTH OF A LINE 295 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOTS; AND EXCEPTING THEREFROM THAT PART LYING WITHIN WOOD STREET AND VACATED WOLCOTT STREET, IN COOK COUNTY, ILLINOIS.

Common Address: 1835 W. Harrison, Chicago, IL 60612

PIN: PART OF 17-18-403-002-0000