



**FRESENIUS  
MEDICAL CARE**

January 22, 2015

**RECEIVED**

**JAN 23 2015**

**HEALTH FACILITIES &  
SERVICES REVIEW BOARD**

Ms. Courtney Avery  
Administrator  
Illinois Health Facilities & Services Review Board  
525 West Jefferson, 2<sup>nd</sup> Floor  
Springfield, IL 62761

**Re: Modification: Project #14-065, RCG Morris**

Dear Ms. Avery:

I am writing to request a Type A Modification, specifically a change of the address/site, of the above mentioned project. The following pages are replacement pages that reflect any changes from the original application. These include:

- Page 1                      Application Page 1
- Page 3                      Site Ownership
- Page 5                      Narrative Description
- Page 25-31                Attachment 2 – Letter of Intent for Leased Space
- Page 36                    Attachment 36 – Revised Historical Determination
- Page 113-118            Attachment 39 – Letter of Intent for Leased Space

The new site is in the same development as the original and is simply a different lot so no other information will require updating including costs.

Since the public hearing requirements will be applicable to this modification, a check for \$2,000 is enclosed.

Please notify me of any additional information or any additional application fees required.

Sincerely,

Lori Wright  
Senior CON Specialist  
Phone 630-960-6807

cc: Clare Ranalli

**ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD  
APPLICATION FOR PERMIT**

**RECEIVED****SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION** JAN 23 2015**This Section must be completed for all projects.**HEALTH FACILITIES &  
SERVICES REVIEW BOARD**Facility/Project Identification**

Facility Name: <i>RCG Morris*</i>			
Street Address: <i>West side of Rt. 59, one lot north of Riverwalk Court (see legal description at Attachment 2)</i>			
City and Zip Code: <i>Plainfield 60544</i>			
County: <i>Will</i>	Health Service Area <i>9</i>	Health Planning Area:	

*\*Facility will be renamed Fresenius Medical Care Plainfield North after relocation.***Applicant Identification****[Provide for each co-applicant [refer to Part 1130.220].**

Exact Legal Name: <i>Dialysis Centers of America-Illinois, Inc. d/b/a RCG Morris</i>	
Address: <i>920 Winter Street, Waltham, MA 02451</i>	
Name of Registered Agent: <i>CT Systems</i>	
Name of Chief Executive Officer: <i>Ron Kuerbitz</i>	
CEO Address: <i>920 Winter Street, Waltham, MA 02451</i>	
Telephone Number: <i>800-662-1237</i>	

**Type of Ownership of Applicant**

<input type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership	
<input checked="" type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental	
<input type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/> Other

Corporations and limited liability companies must provide an **Illinois certificate of good standing.**  
 Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.

**APPEND DOCUMENTATION AS ATTACHMENT-1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

**Post Permit Contact**

[Person to receive all correspondence subsequent to permit issuance-THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960

Name: <i>Lori Wright</i>
Title: <i>Senior CON Specialist</i>
Company Name: <i>Fresenius Medical Care</i>
Address: <i>3500 Lacey Road, Suite 900, Downers Grove, IL 60515</i>
Telephone Number: <i>630-960-6807</i>
E-mail Address: <i>lori.wright@fmc-na.com</i>
Fax Number: <i>630-960-6812</i>

**Additional Contact**

[Person who is also authorized to discuss the application for permit]

Name: <i>Clare Ranalli</i>
Title: <i>Attorney</i>
Company Name: <i>McDermott, Will &amp; Emery</i>
Address: <i>227 W. Monroe Street, Suite 4700, Chicago, IL 60606</i>
Telephone Number: <i>312-984-3365</i>
E-mail Address: <i>c.ranalli@mwe.com</i>
Fax Number: <i>312-984-7500</i>

**Site Ownership**

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: <i>Riverwalk, LLC</i>
Address of Site Owner: <i>10531 Timberwood Circle, Suite D, Louisville, KY 60544</i>
Street Address or Legal Description of Site <i>(see Attachment 2)</i>
<b>Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.</b>
<b>APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>

**Operating Identity/Licensee**

[Provide this information for each applicable facility, and insert after this page.]

Exact Legal Name: <i>Dialysis Centers of America – Illinois, Inc. d/b/a RCG Morris</i>
Address: <i>920 Winter Street, Waltham, MA 02451</i>
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> For-profit Corporation <input type="checkbox"/> Governmental <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
<ul style="list-style-type: none"> <li>o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.</li> <li>o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.</li> <li>o <b>Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.</b></li> </ul>
<b>APPEND DOCUMENTATION AS ATTACHMENT-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>

**Organizational Relationships**

Provide (for each co-applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

**APPEND DOCUMENTATION AS ATTACHMENT-4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

## 2. Narrative Description

Provide in the space below, a brief narrative description of the project. Explain **WHAT** is to be done in **State Board defined terms**, **NOT WHY** it is being done. If the project site does NOT have a street address, include a legal description of the site. Include the rationale regarding the project's classification as substantive or non-substantive.

*Dialysis Centers of America – Illinois, Inc. proposes to discontinue its 10-station Morris Dialysis Center located at 1401 Lakewood Drive, Suite B, Morris IL. A replacement facility will be established at the west side of Rt. 59, one lot north of Riverwalk Court in Plainfield. (Legal Description is: In Martin Commercial Center, being s sub of PRT of the NE1/4 of Sec 9, T3N-R9E.)*

*The relocated facility will be called Fresenius Medical Care Plainfield North. The 14 current patients will be accommodated at the proposed Plainfield North facility or any other area Fresenius facility such as Ottawa or Plainfield. The DaVita Morris facility will be closer for those patients in the immediate Morris area and if they choose to transfer to that facility arrangements will be made for them to do so.*

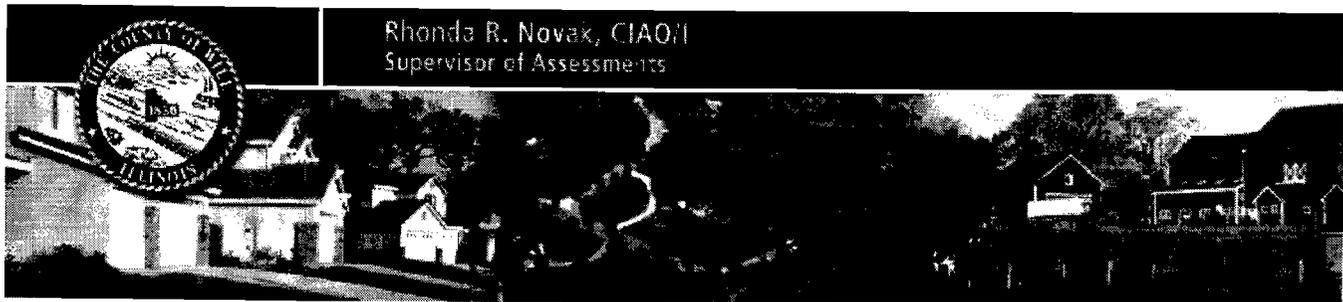
*This project is “substantive” under Planning Board rule 1110.40 as it entails the discontinuation of a health care facility and the establishment of a replacement facility (relocation).*

## Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: <i>Riverwalk, LLC</i>
Address of Site Owner: <i>10531 Timberwood Circle, Suite D, Louisville, KY 60544</i>
Street Address or Legal Description of Site:  <i>In Martin Commercial Center, being part of PRT of the NE1/4 of Sec 9, T36N-R9E.</i>  <i>Tax Parcel Number is #06-03-09-201-008</i>  <i>Site is located on Rt. 59 in Plainfield, one lot north of Riverwalk Court. It will likely have entrance only to Riverwalk Court. Exact street address is unclear at this time. Estimated address is 24040 Riverwalk Court.</i>
<b>Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.</b>
<b>APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>

See Tax Parcel Maps/Information on following pages.



## Will County Property Information

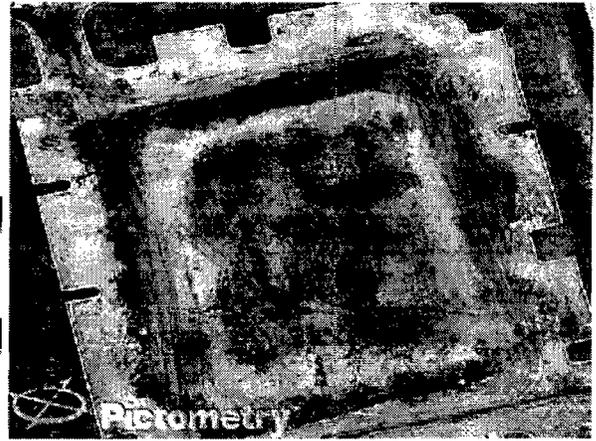
[Home](#) | [PIN Search](#) | [Address Search](#) | [Sales Search](#) | [Neighborhood Search](#)

[<< Prev Parcel](#) | [Next Parcel >>](#)

**PIN #:** 06-03-09-201-008-0000  
**OTHER**

 **S RT 59**  
**PLAINFIELD, IL 60544**

[GIS Dept](#) | [Treasury Tax Info](#)



[<< Prev](#) 1 of 4 [Next >>](#)

[Google Street View](#)

### PREVIOUS SALE INFORMATION

**Sale Date:** N/A  
**Sale Amount:** N/A

### MOST CURRENT RATE

**Tax Rate:** N/A

### ASSESSMENT INFORMATION (2014)

<b>Land:</b>	223	<b>Farm Land:</b>	0	<b>Instant Asm't:</b>	0
<b>Building:</b>	0	<b>Farm Building:</b>	0		
<b>Total:</b>	223	<b>Total:</b>	0		

[View Tax Bodies](#)

### BUILDING INFORMATION

<b>Subdivision:</b>	N/A	<b>Full Baths:</b>	0
<b>Style:</b>	N/A	<b>Half Baths:</b>	0
<b>Living Area:</b>	0 Sq. Feet	<b>Central Air:</b>	NO
<b>Building Sq Ft:</b>	0 Sq. Feet	<b>Fireplace:</b>	NO
<b>Year Built:</b>		<b>Porch:</b>	NO
<b>Basement:</b>	NONE	<b>Attic:</b>	NO
<b>Garage:</b>	NONE		

### LEGAL DESCRIPTION

**Lot #:** 1  
**Block #:**                      **Unit #:**                      **Building #:**                      **Area #:**

IN MARTIN COMMERCIAL CENTER, BEING A SUB OF PRT OF THE NE1/4 OF SEC 9, T36N- R9E.

• [new search](#)

\* Property information is retrieved periodically from the Local Township Assessor; therefore, the property characteristics may not be the most current. For the most current information regarding your property, please contact your Local Township Assessor and review your property's record card.

- Exemptions
- 2014 Events
- Assessor Information
- Property Search
- Forms
- FAQ
- 2014 Publication Schedule
- Developer Relief and Subdivision Common Area
- Farmland/Forestry and Conservation Easement
- Job Opportunities
- Model Homes, Townhomes and Condominium Units
- Open Space Land Valuation
- Real Estate Transfer Declarations
- Tax Exempt Property
- Tax Maps
- Equalization Factors
- Contact Us
- Board of Review
- FOIA
- Brochures
- BOR Final Decisions
- Inside the SOA office



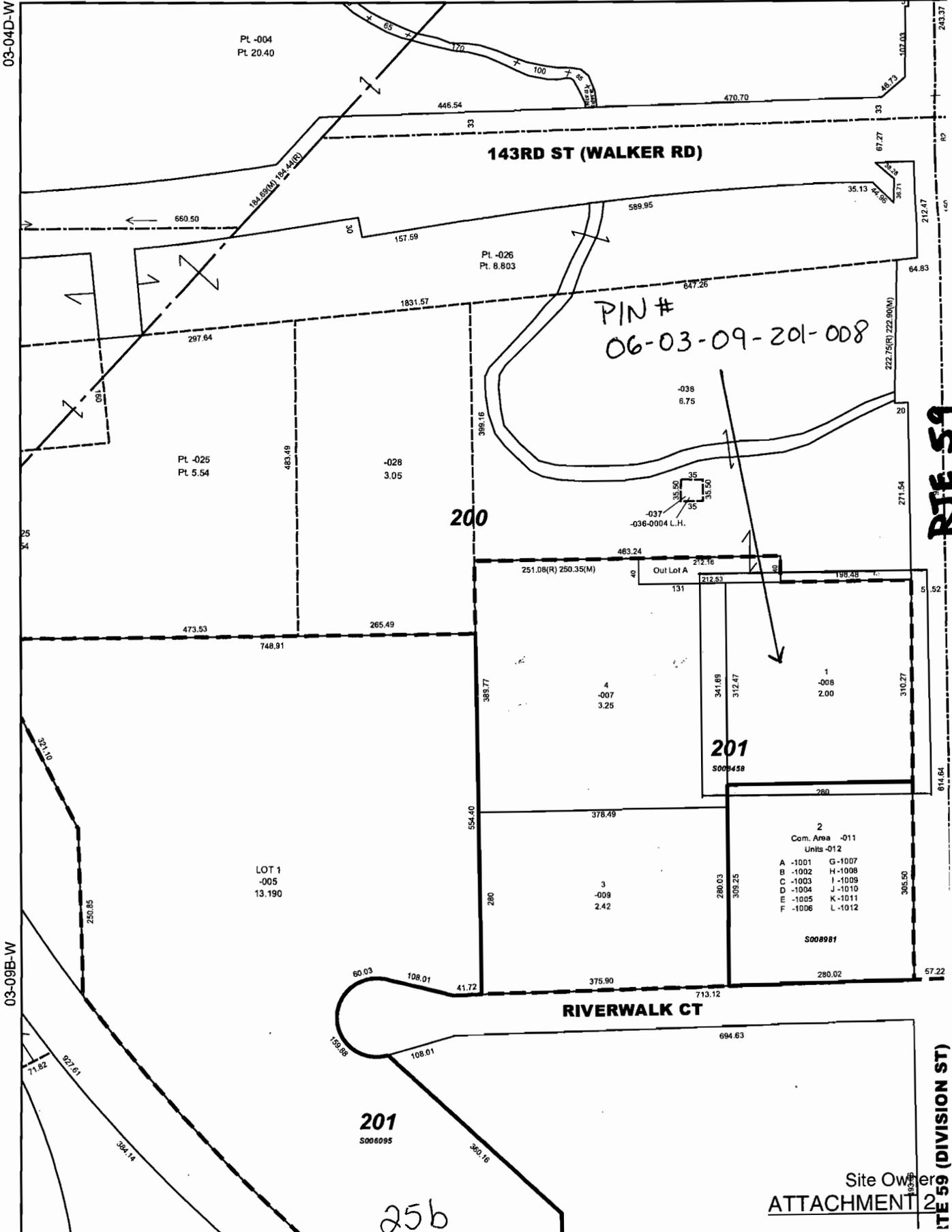
**Lawrence M. Walsh**  
County Executive  
**Rhonda R. Novak**  
Supervisor of Assessments

Disclaimer of Warranties and Accuracy of Data  
Although the data developed by Will County for its maps, websites, and Geographic Information System has been produced and processed from sources believed to be reliable, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. This disclaimer applies to both printed and aggregate users of the information. The County and assessor officials provide this information on an "as is" basis. All warranties of any kind, express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination by computer viruses or hackers and non-infringement of proprietary rights are disclaimed. Changes may be periodically made to the information herein; these changes may or may not be incorporated in any new version of the publication. If you have obtained information from any of the County web pages from a source other than the County pages, be aware that electronic data can be altered subsequent to original distribution. Data can also quickly become out of date. It is recommended that careful attention be paid to the contents of any data, and that the originator of the data or information be contacted with any questions regarding appropriate use. Please direct any questions to Mapping & Planning at (815) 740-4554.

**Will County, Illinois**  
Tax Assessment Map  
Revised for the 2014 Assessments  
Copyrighted 2014 by Will County GIS De

03-04D-W

03-04D-E



PL -004  
Pt. 20.40

**143RD ST (WALKER RD)**

PIN #  
06-03-09-201-008

PL -025  
Pt. 5.54

**200**

**201**  
S009458

LOT 1  
-005  
13.190

- 2
- Com. Area -011
- Units -012
- A -1001 G-1007
- B -1002 H-1008
- C -1003 J-1009
- D -1004 K-1010
- E -1005 L-1011
- F -1006 L-1012

S008981

**RIVERWALK CT**

**ATTACHMENT 2**

Site Owner  
**ATTACHMENT 2**



Cushman & Wakefield of  
Illinois, Inc.  
200 S Wacker Drive  
Suite 2800  
Chicago, IL 60606  
(312) 470-1800 Tel  
(312) 470-3800 Fax  
www.cushwake.com

January 15, 2015

Chad Middendorf  
10531 Timberwood Circle, Suite D  
Louisville, KY 40223

RE: **Fresenius Medical Care**  
**Letter of Intent**  
**24040 Riverwalk Ct**  
**Plainfield, IL**

Dear Chad,

Fresenius Medical Care is pleased to provide the following Letter of Intent to lease space.

**LANDLORD:** Riverwalk LLC  
10531 Timberwood Circle, Suite D  
Louisville, KY 40223

**TENANT:** Fresenius Medical Care Plainfield North, LLC.

**LOCATION:** 24040 Riverwalk Ct.  
Plainfield, IL

**INITIAL SPACE REQUIREMENTS:** Approximately 6,500 contiguous rentable square feet.

FRESENIUS MEDICAL CARE may have the need and therefore must have the option to increase or decrease the area by up to ten percent (10%) until approval of final construction drawings.

**PRIMARY TERM:** An initial lease term of fifteen (15) years. For purposes of establishing an actual occupancy date, both parties will execute a Commencement Date Certificate after occupancy has occurred, setting forth dates for purposes of calculations, notices, or other events in the Lease that may be tied to a commencement date.

**DELIVERY OF PREMISES:** Landlord shall deliver the Premises to FRESENIUS MEDICAL CARE for completion of the Tenant Improvements after the Landlord Work, as described herein, is complete. The date all Landlord's Work is substantially complete and delivered to, and accepted by, Tenant shall be the Possession Date.

**OPTIONS TO RENEW:** Three (3), five (5) year options to renew the Lease. Option rental rates shall be based upon the lower of Fair Market Value or the

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

increase in the Consumer Price Index over the previous five years, capped at 3.0% per year. FRESENIUS MEDICAL CARE shall provide sixty (60) days' prior written notification of its desire to exercise the option.

**RENTAL RATE:**

\$26.00 Net per rentable square foot.

**RENT COMMENCEMENT:**

Three Months after the Possession Date

**ESCALATIONS:**

\$.50 per year beginning in the second lease year.

**LANDLORD WORK:**

Landlord to construct, per Tenant's Plans and Specs (to be provided by Tenant) the core and shell of the Premises and shall perform all site work including demolition of the current structure. The Shell, delivered by Landlord, shall have all utilities brought to the Premises and HVAC mounted (to roof) but not distributed. All tenant finishes will be performed by Tenant.

**CONCESSIONS:**

A rent free period of (3) three months from Possession Date.

**USE:**

FRESENIUS MEDICAL CARE shall use and occupy the Premises for the purpose of an outpatient dialysis facility and related office uses and for no other purposes except those authorized in writing by Landlord, which shall not be unreasonably withheld, conditioned or delayed. FRESENIUS MEDICAL CARE may operate on the Premises, at FRESENIUS MEDICAL CARE 's option, on a seven (7) days a week, twenty-four (24) hours a day basis, subject to zoning and other regulatory requirements.

**CONTRACTOR FOR TENANT IMPROVEMENTS:**

FRESENIUS MEDICAL CARE will hire a contractor and/or subcontractors of their choosing to complete their tenant improvements. FRESENIUS MEDICAL CARE shall be responsible for the implementation and management of the tenant improvement construction and will not be responsible to pay for Landlord's project manager, if any.

**HVAC:**

All new systems will be provided. FRESENIUS MEDICAL CARE requires HVAC service 24 hours per day, 7 days per week.

**DELIVERIES:**

FRESENIUS MEDICAL CARE requires delivery access to the Premises 24 hours per day, 7 days per week.

**EMERGENCY GENERATOR:**

FRESENIUS MEDICAL CARE shall have the right, at its cost, to install an emergency generator to service the Premises in a location to be mutually agreed upon between the parties.

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**PACE PLANNING/  
ARCHITECTURAL AND  
MECHANICAL DRAWINGS:**

FRESENIUS MEDICAL CARE will provide all space planning and architectural and mechanical drawings required to build the Premises, including construction drawings stamped by a licensed architect and submitted for approvals and permits. All building permits pertaining to the base building and site work shall be the Landlord's responsibility. All permits for Tenant's finishes shall be the responsibility of Tenant

**PARKING:**

Landlord will provide designated handicapped spaces plus one ambulance space (cost to designate parking spaces to be at Landlord's sole cost and expense).

**BUILDING CODES:**

FRESENIUS MEDICAL CARE requires that the site, shell and all interior structures constructed or provided by the Landlord to meet all local, State, and Federal building code requirements, including all provisions of ADA.

**CORPORATE  
IDENTIFICATION:**

Tenant shall have signage rights in accordance with local code.

**COMMON AREA EXPENSES  
AND REAL ESTATE TAXES:**

Tenant shall be responsible for all Real Estate Taxes and Operating Expenses associated with its premises. The lease shall be a double net lease, with Landlord only responsible for roof and structure.

**ASSIGNMENT/  
SUBLETTING:**

FRESENIUS MEDICAL CARE requires the right to assign or sublet all or a portion of the demised premises to any subsidiary or affiliate without Landlord's consent, provided Guarantor remains liable. Any other assignment or subletting will be subject to Landlord's prior consent, which shall not be unreasonably withheld or delayed.

**MAINTENANCE:**

Landlord shall, without expense to Tenant, maintain and make all necessary repairs and replacements to all portions of the structure of the Premises, and replace the roof when needed.

With respect to all other maintenance, repairs and replacements, Landlord shall perform such at Tenant's expense, as part of Tenant's common area maintenance charges. All such work to be performed to good and accepted business practices throughout the term, including: repainting the exterior surfaces of the building when necessary, repairing, resurfacing, repaving, re-stripping, and resealing, of the parking areas; repair of all curbing, sidewalks and directional markers; removal of snow and ice; landscaping; and provision of adequate lighting during all hours of darkness that Tenant shall be open for business.

Tenant shall maintain and keep the interior of the Premises in good repair, free of refuse and rubbish and shall return the same at the expiration or termination of the Lease in as good condition as received by Tenant, ordinary wear and tear, and damage or destruction by fire, flood, storm, civil commotion or other unavoidable causes excepted. Tenant shall be responsible for maintenance and repair of Tenant's equipment in the Premises.

**UTILITIES:**

Tenant shall pay all charges for water, electricity, gas, telephone and other utility services furnished to the Premises. Tenant shall receive all savings, credits, allowances, rebates or other incentives granted or awarded by any third party as a result of any of Tenant's utility specifications in the Premises. Landlord agrees to bring water, electricity, gas and sanitary sewer to the Premises in sizes and to the location specified by Tenant and pay for the cost of meters to meter their use. Landlord shall pay for all impact fees and tapping fees associated with such utilities.

**SURRENDER:**

At any time prior to the expiration or earlier termination of the Lease, Tenant may remove any or all the alterations, additions or installations, installed by or on behalf of Tenant, in such a manner as will not substantially injure the Premises. Tenant agrees to restore the portion of the Premises affected by Tenant's removal of such alterations, additions or installations to the same condition as existed prior to the making of such alterations, additions, or installations. Upon the expiration or earlier termination of the Lease, Tenant shall turn over the Premises to Landlord in good condition, ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion, or other unavoidable cause excepted. All alterations, additions, or installations not so removed by Tenant shall become the property of Landlord without liability on Landlord's part to pay for the same.

**ZONING AND RESTRICTIVE COVENANTS:**

Landlord confirms that the current property zoning is acceptable for the proposed use as an outpatient kidney dialysis clinic. There are no restrictive covenants imposed by the development, owner, and/or municipality that would in any way limit or restrict the operation of FRESENIUS MEDICAL CARE's dialysis clinic

**FLOOD PLAIN:**

Landlord confirms that the property and premises is not in a Flood Plain.

**CAPITALIZATION TEST:**

Landlord will complete the attached Accounting Classification Form to ensure FRESENIUS MEDICAL CARE is not entering into a capitalized lease arrangement.

**FINANCING:**

Landlord will provide a non-disturbance agreement.

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

**EXCLUSIVITY**

Landlord will not, during the term of the Lease and any option terms, lease space in a 3 mile radius to any other provider of hemodialysis services.

**ENVIRONMENTAL:**

An acceptable Phase One Environmental Study will be required.

**DRAFT LEASE:**

FRESENIUS MEDICAL CARE requires the use of its Standard Form Lease.

**LEASE CONTINGENCY:**

Landlord and FMC understand and agree that the establishment of any chronic outpatient dialysis facility in the State of Illinois is subject to the requirements of the Illinois Health Facilities Planning Act, 20 ILCS 3960/1 et seq. and, thus, FMC cannot establish a dialysis facility on the Premises or execute a binding real estate lease in connection therewith unless FMC obtains a Certificate of Need (CON) permit from the Illinois Health Facilities Planning Board (the "Planning Board"). FMC agrees to proceed using its commercially reasonable best efforts to submit an application for a CON permit and to prosecute said application to obtain the CON permit from the Planning Board. Based on the length of the Planning Board review process, FMC does not expect to receive a CON permit prior to April 2015. In light of the foregoing facts, the parties agree that they shall promptly proceed with due diligence to negotiate the terms of a definitive lease agreement and execute such agreement prior to approval of the CON permit provided, however, the lease shall not be binding on either party prior to the approval of the CON permit and the lease agreement shall contain a contingency clause indicating that the lease agreement is not effective pending CON approval. Assuming CON permit approval is granted, the effective date of the lease agreement shall be the first day of the calendar month following CON permit approval. In the event that the Planning Board does not award FMC a CON permit to establish a dialysis center on the Premises by April 2015, neither party shall have any further obligation to the other party with regard to the negotiations, lease or Premises contemplated by this Letter of Intent.

**LEASE EXECUTION:**

Both parties agree that they will make best efforts to reach a fully executed lease document within thirty days of the execution of this letter of intent.

**LEASE SECURITY:**

Fresenius Medical Holdings Corp shall fully guarantee the lease.

**CONFIDENTIAL:**

The material contained herein is confidential. It is intended for use of Landlord and Tenant solely in determining whether they desire to enter into a Lease, and it is not to be copied or discussed with any other person.

**NON-BINDING NATURE:**

This proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein

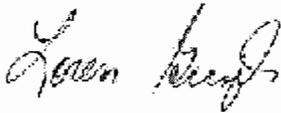
No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.

unless and until a definitive Lease agreement has been fully executed and delivered by the parties. The parties agree that this proposal is not intended to create any agreement or obligation by either party to negotiate a definitive Lease agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive, fully executed agreement, and without any liability to the other party, either party may (i) propose different terms from those summarized herein, (ii) enter into negotiations with other parties and/or (iii) unilaterally terminate all negotiations with the other party hereto.

If you are in agreement with these terms, please execute the document below and return a copy for our records.

You may email the proposal to [loren.guzik@cushwake.com](mailto:loren.guzik@cushwake.com). Thank you for your time and cooperation in this matter, should you have any questions please call me at 312.470.1897.

Sincerely,



Loren Guzik  
Senior Director  
Office Group  
Phone: 312-470-1897  
Fax: 312-470-3800  
e-mail: [loren\\_guzik@cushwake.com](mailto:loren_guzik@cushwake.com)

AGREED AND ACCEPTED this 20<sup>th</sup> day of January, 2015

By: Carmel Muldoon

Title: Regional Vice President

AGREED AND ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2015

By: \_\_\_\_\_

Title: \_\_\_\_\_

No warranty or representation, express or implied, is made as to the accuracy of the information contained herein, and same is submitted subject to errors, omissions, change of price, rental or other conditions, withdrawal without notice, and to any special listing conditions, imposed by our principals.



FAX 217/524-7525

Will County  
Plainfield  
*Address changed to Route 59*  
24030 Riverwalk Court  
IHFSRB  
New construction/CON - Dialysis clinic

PLEASE REFER TO: IHPA LOG #004100214

January 22, 2015

Lori Wright  
Fresenius Medical Care  
3500 Lacey Road  
Downers Grove, IL 60515

Dear Ms. Wright:

The Illinois Historic Preservation Agency is required by the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420, as amended, 17 IAC 4180) to review all state funded, permitted or licensed undertakings for their effect on cultural resources. Pursuant to this, we have received information regarding the referenced project for our comment.

Our staff has reviewed the specifications under the state law and assessed the impact of the project as submitted by your office. We have determined, based on the available information, that no significant historic, architectural or archaeological resources are located within the proposed project area.

According to the information you have provided concerning your proposed project, apparently there is no federal involvement in your project. However, please note that the state law is less restrictive than the federal cultural resource laws concerning archaeology. If your project will use federal loans or grants, need federal agency permits, use federal property, or involve assistance from a federal agency, then your project must be reviewed under the National Historic Preservation Act of 1966, as amended. Please notify us immediately if such is the case.

This clearance remains in effect for two (2) years from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the IL Human Skeletal Remains Protection Act (20 ILCS 3440).

Please retain this letter in your files as evidence of compliance with the Illinois State Agency Historic Resources Preservation Act.

Sincerely,

Rachel Leibowitz, Ph.D.  
Deputy State Historic  
Preservation Officer

1 Old State Capital Plaza  
Springfield IL 62701

ILLINOISHISTORY.GOV

Revised Historical Determination  
ATTACHMENT 36



Cushman & Wakefield of  
Illinois, Inc.  
200 S Wacker Drive  
Suite 2800  
Chicago, IL 60606  
(312) 470-1800 Tel  
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January 15, 2015

Chad Middendorf  
10531 Timberwood Circle, Suite D  
Louisville, KY 40223

RE: **Fresenius Medical Care**  
**Letter of Intent**  
**24040 Riverwalk Ct**  
**Plainfield, IL**

Dear Chad,

Fresenius Medical Care is pleased to provide the following Letter of Intent to lease space.

**LANDLORD:** Riverwalk LLC  
10531 Timberwood Circle, Suite D  
Louisville, KY 40223

**TENANT:** Fresenius Medical Care Plainfield North, LLC.

**LOCATION:** 24040 Riverwalk Ct.  
Plainfield, IL

**INITIAL SPACE**  
**REQUIREMENTS:** Approximately 6,500 contiguous rentable square feet.

FRESENIUS MEDICAL CARE may have the need and therefore must have the option to increase or decrease the area by up to ten percent (10%) until approval of final construction drawings.

**PRIMARY TERM:** An initial lease term of fifteen (15) years. For purposes of establishing an actual occupancy date, both parties will execute a Commencement Date Certificate after occupancy has occurred, setting forth dates for purposes of calculations, notices, or other events in the Lease that may be tied to a commencement date.

**DELIVERY OF PREMISES:** Landlord shall deliver the Premises to FRESENIUS MEDICAL CARE for completion of the Tenant Improvements after the Landlord Work, as described herein, is complete. The date all Landlord's Work is substantially complete and delivered to, and accepted by, Tenant shall be the Possession Date.

**OPTIONS TO RENEW:** Three (3), five (5) year options to renew the Lease. Option rental rates shall be based upon the lower of Fair Market Value or the

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increase in the Consumer Price Index over the previous five years, capped at 3.0% per year. FRESENIUS MEDICAL CARE shall provide sixty (60) days' prior written notification of its desire to exercise the option.

**RENTAL RATE:**

\$26.00 Net per rentable square foot.

**RENT COMMENCEMENT:**

Three Months after the Possession Date

**ESCALATIONS:**

\$.50 per year beginning in the second lease year.

**LANDLORD WORK:**

Landlord to construct, per Tenant's Plans and Specs (to be provided by Tenant) the core and shell of the Premises and shall perform all site work including demolition of the current structure. The Shell, delivered by Landlord, shall have all utilities brought to the Premises and HVAC mounted (to roof) but not distributed. All tenant finishes will be performed by Tenant.

**CONCESSIONS:**

A rent free period of (3) three months from Possession Date.

**USE:**

FRESENIUS MEDICAL CARE shall use and occupy the Premises for the purpose of an outpatient dialysis facility and related office uses and for no other purposes except those authorized in writing by Landlord, which shall not be unreasonably withheld, conditioned or delayed. FRESENIUS MEDICAL CARE may operate on the Premises, at FRESENIUS MEDICAL CARE 's option, on a seven (7) days a week, twenty-four (24) hours a day basis, subject to zoning and other regulatory requirements.

**CONTRACTOR FOR  
TENANT IMPROVEMENTS:**

FRESENIUS MEDICAL CARE will hire a contractor and/or subcontractors of their choosing to complete their tenant improvements. FRESENIUS MEDICAL CARE shall be responsible for the implementation and management of the tenant improvement construction and will not be responsible to pay for Landlord's project manager, if any.

**HVAC:**

All new systems will be provided. FRESENIUS MEDICAL CARE requires HVAC service 24 hours per day, 7 days per week.

**DELIVERIES:**

FRESENIUS MEDICAL CARE requires delivery access to the Premises 24 hours per day, 7 days per week.

**EMERGENCY GENERATOR:**

FRESENIUS MEDICAL CARE shall have the right, at its cost, to install an emergency generator to service the Premises in a location to be mutually agreed upon between the parties.

**PACE PLANNING/  
ARCHITECTURAL AND  
MECHANICAL DRAWINGS:**

FRESENIUS MEDICAL CARE will provide all space planning and architectural and mechanical drawings required to build the Premises, including construction drawings stamped by a licensed architect and submitted for approvals and permits. All building permits pertaining to the base building and site work shall be the Landlord's responsibility. All permits for Tenant's finishes shall be the responsibility of Tenant.

**PARKING:**

Landlord will provide designated handicapped spaces plus one ambulance space (cost to designate parking spaces to be at Landlord's sole cost and expense).

**BUILDING CODES:**

FRESENIUS MEDICAL CARE requires that the site, shell and all interior structures constructed or provided by the Landlord to meet all local, State, and Federal building code requirements, including all provisions of ADA.

**CORPORATE  
IDENTIFICATION:**

Tenant shall have signage rights in accordance with local code.

**COMMON AREA EXPENSES  
AND REAL ESTATE TAXES:**

Tenant shall be responsible for all Real Estate Taxes and Operating Expenses associated with its premises. The lease shall be a double net lease, with Landlord only responsible for roof and structure.

**ASSIGNMENT/  
SUBLETTING:**

FRESENIUS MEDICAL CARE requires the right to assign or sublet all or a portion of the demised premises to any subsidiary or affiliate without Landlord's consent, provided Guarantor remains liable. Any other assignment or subletting will be subject to Landlord's prior consent, which shall not be unreasonably withheld or delayed.

**MAINTENANCE:**

Landlord shall, without expense to Tenant, maintain and make all necessary repairs and replacements to all portions of the structure of the Premises, and replace the roof when needed.

With respect to all other maintenance, repairs and replacements, Landlord shall perform such at Tenant's expense, as part of Tenant's common area maintenance charges. All such work to be performed to good and accepted business practices throughout the term, including: repainting the exterior surfaces of the building when necessary, repairing, resurfacing, repaving, re-striping, and resealing, of the parking areas; repair of all curbing, sidewalks and directional markers; removal of snow and ice; landscaping; and provision of adequate lighting during all hours of darkness that Tenant shall be open for business.

Tenant shall maintain and keep the interior of the Premises in good repair, free of refuse and rubbish and shall return the same at the expiration or termination of the Lease in as good condition as received by Tenant, ordinary wear and tear, and damage or destruction by fire, flood, storm, civil commotion or other unavoidable causes excepted. Tenant shall be responsible for maintenance and repair of Tenant's equipment in the Premises.

**UTILITIES:**

Tenant shall pay all charges for water, electricity, gas, telephone and other utility services furnished to the Premises. Tenant shall receive all savings, credits, allowances, rebates or other incentives granted or awarded by any third party as a result of any of Tenant's utility specifications in the Premises. Landlord agrees to bring water, electricity, gas and sanitary sewer to the Premises in sizes and to the location specified by Tenant and pay for the cost of meters to meter their use. Landlord shall pay for all impact fees and tapping fees associated with such utilities.

**SURRENDER:**

At any time prior to the expiration or earlier termination of the Lease, Tenant may remove any or all the alterations, additions or installations, installed by or on behalf of Tenant, in such a manner as will not substantially injure the Premises. Tenant agrees to restore the portion of the Premises affected by Tenant's removal of such alterations, additions or installations to the same condition as existed prior to the making of such alterations, additions, or installations. Upon the expiration or earlier termination of the Lease, Tenant shall turn over the Premises to Landlord in good condition, ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion, or other unavoidable cause excepted. All alterations, additions, or installations not so removed by Tenant shall become the property of Landlord without liability on Landlord's part to pay for the same.

**ZONING AND  
RESTRICTIVE COVENANTS:**

Landlord confirms that the current property zoning is acceptable for the proposed use as an outpatient kidney dialysis clinic. There are no restrictive covenants imposed by the development, owner, and/or municipality that would in any way limit or restrict the operation of FRESENIUS MEDICAL CARE's dialysis clinic

**FLOOD PLAIN:**

Landlord confirms that the property and premises is not in a Flood Plain.

**CAPITALIZATION TEST:**

Landlord will complete the attached Accounting Classification Form to ensure FRESENIUS MEDICAL CARE is not entering into a capitalized lease arrangement.

**FINANCING:**

Landlord will provide a non-disturbance agreement.

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**EXCLUSIVITY**

Landlord will not, during the term of the Lease and any option terms, lease space in a 3 mile radius to any other provider of hemodialysis services.

**ENVIRONMENTAL:**

An acceptable Phase One Environmental Study will be required.

**DRAFT LEASE:**

FRESENIUS MEDICAL CARE requires the use of its Standard Form Lease.

**LEASE CONTINGENCY:**

Landlord and FMC understand and agree that the establishment of any chronic outpatient dialysis facility in the State of Illinois is subject to the requirements of the Illinois Health Facilities Planning Act, 20 ILCS 3960/1 et seq. and, thus, FMC cannot establish a dialysis facility on the Premises or execute a binding real estate lease in connection therewith unless FMC obtains a Certificate of Need (CON) permit from the Illinois Health Facilities Planning Board (the "Planning Board"). FMC agrees to proceed using its commercially reasonable best efforts to submit an application for a CON permit and to prosecute said application to obtain the CON permit from the Planning Board. Based on the length of the Planning Board review process, FMC does not expect to receive a CON permit prior to April 2015. In light of the foregoing facts, the parties agree that they shall promptly proceed with due diligence to negotiate the terms of a definitive lease agreement and execute such agreement prior to approval of the CON permit provided, however, the lease shall not be binding on either party prior to the approval of the CON permit and the lease agreement shall contain a contingency clause indicating that the lease agreement is not effective pending CON approval. Assuming CON permit approval is granted, the effective date of the lease agreement shall be the first day of the calendar month following CON permit approval. In the event that the Planning Board does not award FMC a CON permit to establish a dialysis center on the Premises by April 2015, neither party shall have any further obligation to the other party with regard to the negotiations, lease or Premises contemplated by this Letter of Intent.

**LEASE EXECUTION:**

Both parties agree that they will make best efforts to reach a fully executed lease document within thirty days of the execution of this letter of intent.

**LEASE SECURITY:**

Fresenius Medical Holdings Corp shall fully guarantee the lease.

**CONFIDENTIAL:**

The material contained herein is confidential. It is intended for use of Landlord and Tenant solely in determining whether they desire to enter into a Lease, and it is not to be copied or discussed with any other person.

**NON-BINDING NATURE:**

This proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein

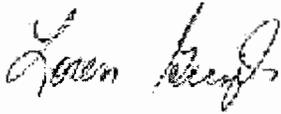
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unless and until a definitive Lease agreement has been fully executed and delivered by the parties. The parties agree that this proposal is not intended to create any agreement or obligation by either party to negotiate a definitive Lease agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive, fully executed agreement, and without any liability to the other party, either party may (i) propose different terms from those summarized herein, (ii) enter into negotiations with other parties and/or (iii) unilaterally terminate all negotiations with the other party hereto.

If you are in agreement with these terms, please execute the document below and return a copy for our records.

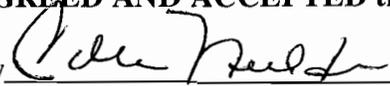
You may email the proposal to [loren.guzik@cushwake.com](mailto:loren.guzik@cushwake.com). Thank you for your time and cooperation in this matter, should you have any questions please call me at 312.470.1897.

Sincerely,



Loren Guzik  
Senior Director  
Office Group  
Phone: 312-470-1897  
Fax: 312-470-3800  
e-mail: [loren\\_guzik@cushwake.com](mailto:loren_guzik@cushwake.com)

AGREED AND ACCEPTED this 20<sup>th</sup> day of January, 2015

By: 

Title: Regional Vice President

AGREED AND ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2015

By: \_\_\_\_\_

Title: \_\_\_\_\_

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