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Doc#: 1219416025 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 07/12/2012 11:06 AM Pg: 1 of 10

01/20/501/502 MAX 12/1

MEMORANDUM OF AMENDED AND RESTATED MASTER LEASE AGREEMENT

THIS MEMORANDUM OF AMENDED AND RESTATED MASTER LEASE AGREEMENT is made effective as of May 15, 2012 by and between **HCRI PENNSYLVANIA PROPERTIES HOLDING COMPANY**, a Delaware statutory trust organized under the laws of the State of Delaware, **HCRI WISCONSIN PROPERTIES, LLC**, a limited liability company organized under the laws of the State of Wisconsin and **HCRI ILLINOIS PROPERTIES, LLC**, a limited liability company organized under the laws of the State of Delaware (collectively, the "Landlord"), and **SL MASTER LESSEE II, LLC**, a limited liability company organized under the laws of the State of Illinois (the "Tenant").

1. Lease. Landlord and Tenant have entered into and executed an Amended and Restated Master Lease Agreement (the "Lease") made effective as of May 15, 2012 ("Effective Date") relating to the real property described on Exhibit A attached hereto ("Subject Property"). Additional property that is not located in the county of the Subject Property may now be or may hereafter become subject to the Lease. The requisite Memoranda of Lease have been or will be filed in the appropriate jurisdictions with respect to such additional property.

2. Address of Landlord. Landlord's address as set forth in the Lease is 4500 Dorr Street, Toledo, Ohio 43615-4040.

3. Address of Tenant. Tenant's address as set forth in the Lease is 111 E. Wacker Drive, Suite 2200, Chicago, Illinois 60601.

4. Term of Lease. The initial term ("Initial Term") of the Lease commenced on March 22, 2012 and expires at 11:59 Eastern Time on May 31, 2027 ("Expiration Date"); provided, however, that [i] Tenant has the option to renew the Lease for one or more renewal terms as set forth in the Lease; and [ii] that the Initial Term may be extended from time to time pursuant to the provisions of the Lease, provided however; in no event shall the entire term (including renewals and extensions) exceed 29 years, 11 months.

5. Mechanic's Liens. The Lease provides that Tenant shall have no authority to permit or create a lien against Landlord's interest in the Subject Property.

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6. Incorporation of Lease. The Lease is unrecorded and is herein expressly incorporated by reference for a complete statement of the rights and obligations of Landlord and Tenant with respect to the Subject Property. Any conflict between this Memorandum of Lease and the Lease shall be governed by the terms of the Lease.

7. Release. Tenant agrees to promptly execute a release of this Memorandum of Amended and Restated Master Lease Agreement at any time after the Lease has terminated.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Amended and Restated Master Lease Agreement as of the date first set forth above.

HCRI PENNSYLVANIA PROPERTIES HOLDING COMPANY

By: Health Care REIT, Inc., as Trustee and not individually

By: Erin C. Ibele
Erin C. Ibele
Senior Vice President -
Administration and Corporate
Secretary

HCRI WISCONSIN PROPERTIES, LLC

By: Health Care REIT, Inc., Member

By: Erin C. Ibele
Erin C. Ibele
Senior Vice President -
Administration and Corporate
Secretary

HCRI ILLINOIS PROPERTIES, LLC

By: Health Care REIT, Inc., Member

By: Erin C. Ibele
Erin C. Ibele
Senior Vice President -
Administration and Corporate
Secretary

SL MASTER LESSEE II, LLC

By: _____

Title: _____

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Amended and Restated Master Lease Agreement as of the date first set forth above.

**HCRI PENNSYLVANIA PROPERTIES
HOLDING COMPANY**

By: Health Care REIT, Inc., as Trustee and
not individually

By: _____
Erin C. Ibele
Senior Vice President -
Administration and Corporate
Secretary

HCRI WISCONSIN PROPERTIES, LLC

By: Health Care REIT, Inc., Member

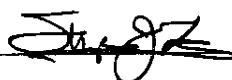
By: _____
Erin C. Ibele
Senior Vice President -
Administration and Corporate
Secretary

HCRI ILLINOIS PROPERTIES, LLC

By: Health Care REIT, Inc. Member

By: _____
Erin C. Ibele
Senior Vice President -
Administration and Corporate
Secretary

SL MASTER LESSEE II, LLC

By: 
Title: manager

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STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 14th day of May, 2012 by Erin C. Ibele, Senior Vice President - Administration and Corporate Secretary of Health Care REIT, Inc., a Delaware corporation, as Trustee of HCRI Pennsylvania Properties Holding Company, a Delaware statutory trust, on behalf of the trust.

Donna J. Lunsford
Notary Public

My Commission Expires: _____



DONNA J. LUNSFORD [SEAL]
Notary Public
In and for the State of Ohio
My Commission Expires
April 23, 2017

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 14th day of May, 2012 by Erin C. Ibele, Senior Vice President - Administration and Corporate Secretary of Health Care REIT, Inc., a Delaware corporation, as sole member of HCRI Wisconsin Properties, LLC, a Wisconsin limited liability company, on behalf of the limited liability company.

Donna J. Lunsford
Notary Public

My Commission Expires: _____



DONNA J. LUNSFORD [SEAL]
Notary Public
In and for the State of Ohio
My Commission Expires
April 23, 2017

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 14th day of May, 2012 by Erin C. Ibele, the Senior Vice President-Administration and Corporate Secretary of Health Care REIT, Inc., as sole member of HCRI Illinois Properties, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Donna J. Lunsford
Notary Public

My Commission Expires: _____

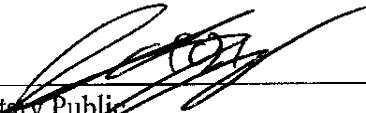


DONNA J. LUNSFORD [SEAL]
Notary Public
In and for the State of Ohio
My Commission Expires
April 23, 2017

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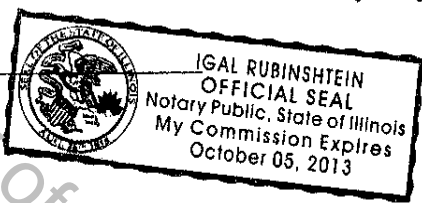
STATE OF IL)
) SS:
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 11 day of MAY, 2012 by STEVE LOVY, the MANAGER of SL Master Lessee II, LLC, an Illinois limited liability company, on behalf of the limited liability company.



Notary Public

My Commission Expires:



[SEAL]

THIS INSTRUMENT PREPARED BY:
Eileen M. Best, Esq.
Shumaker, Loop & Kendrick, LLP
1000 Jackson Street
Toledo, Ohio 43604

AFTER RECORDING RETURN TO:
Suzanne Rippel
Fidelity National Title Insurance Company
270 Lexington Avenue, Suite 201-204
Mansfield, Ohio 44907

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EXHIBIT A-4: LEGAL DESCRIPTION

Facility Name: Chicago Midway Facility

Parcel 1:

That part of the Northwest quarter of the Southwest quarter of Section 22, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows:

The West line of aforesaid Southwest quarter being "due North for the following courses: Commencing at the Northwest corner of aforesaid Southwest quarter of Section 22; thence South 89 degrees 42 minutes 40 seconds East in the North line of aforesaid Southwest quarter, a distance of 120.0 feet to a point; thence South 00 degrees 17 minutes 20 seconds West in a line a distance of 58.0 feet to the point of beginning; thence North 63 degrees 43 minutes 20 seconds East in a line a distance of 33.54 feet to a point 43.0 feet South of, at right angles, to a point in the aforesaid North line of the Southwest quarter that is 150.00 feet East of the aforesaid Northwest corner of the Southwest quarter; thence South 89 degrees 42 minutes 40 seconds East in a line parallel with the aforesaid North line of the Southwest quarter, a distance of 315.0 feet; thence South 2 degrees 27 minutes 59 seconds West 849.02 feet; thence South 84 degrees 25 minutes 00 seconds West 124.87 feet to a point of tangency with a curved line; thence Southwesterly in last mentioned curved line, convex to the South having a radius of 670.00 feet whose chord length is 77.52 feet and bears South 87 degrees 44 minutes 00 seconds West an arc distance of 77.56 feet; thence due North in a line a distance of 55.80 feet to a point; thence due West in a line a distance of 53.55 feet to a point in the Easterly line of Cicero Avenue; thence North 1 degree 22 minutes 1 second West in a line a distance of 333.17 feet to a point that is 165.0 feet East at right angles to a point in said West line of the Southwest quarter that is 519.94 feet South of the Northwest corner of said Southwest quarter; thence North 5 degrees 36 minutes 25 seconds West in a line a distance of 463.55 feet to the point of beginning (except from said property taken as a tract, that part lying East and South of the following described lines; beginning at a point on the North line of said tract 45.58 feet North 89 degrees 42 minutes 40 seconds West of the Northeast corner of said tract; thence South 00 degrees 00 minutes 25 seconds West 273.08 feet; thence South 89 degrees 59 minutes 01 seconds West 273.96 feet to the West line of said tract) all in Cook County, Illinois.

Parcel 2:

Easement for Ingress and Egress for the benefit of Parcel 1, as created by the City of Chicago and SL Midway LLC dated February 23, 2004 and recorded February 26, 2004 as document number 0405734008 as amended by that certain Amendment to Easement Agreement dated as of February 25, 2004 and recorded February 26, 2004 as document number 0405734009 over the following described land: That part of the Northwest quarter of the Southwest quarter of Section 22, Township 38 North, Range 13; East of the Third Principal Meridian, described as follows: (the West line of aforesaid Southwest quarter being "due North" for the following courses): Commencing at the Northwest corner of aforesaid Southwest quarter of Section 22; thence South 89 degrees 42 minutes 40 seconds East in the North line of aforesaid Southwest quarter, a

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distance of 120.0 feet to a point; thence South 00 degrees 17 minutes 20 seconds West in a line a distance of 58.0 feet; thence North 63 degrees 43 minutes 20 seconds East in a line a distance of 33.54 feet to a point 43.0 feet South of, at right angles, to a point in the aforesaid North line of the Southwest quarter that is 150.00 feet East of the aforesaid Northwest corner of the Southwest quarter; then South 89 degrees 42 minutes 40 seconds East in a line parallel with the aforesaid North line of the Southwest quarter, a distance of 269.42 feet to the point of beginning; thence continue South 89 degrees 42 minutes 40 seconds East along said parallel line 45.58 feet; thence South 02 degrees 27 minutes 58 seconds West 273.10 feet; thence South 89 degrees 59 minutes 01 seconds West 33.86 feet; thence North 00 degrees 00 minutes 25 seconds East 273.08 feet to the point of beginning, in Cook County, Illinois.

Parcel 3:

Easement Appurtenant for the benefit of Parcel 1 for ingress, egress and parking as created by Declaration of Easement, Covenants and Restrictions, Relating to the Autumn Green at Midway Village Property Owner's Association, recorded December 5, 2005 as document number 0533910157.

Address: 6700 S. Keating Ave, Chicago IL 60629

PIN: 19-22-300-0110000

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EXHIBIT A-5: LEGAL DESCRIPTION

Facility Name: Chicago Wright Campus Facility

Parcel 1:

That part of the South fractional Half of Section 18, Township 40 North, Range 13, East of the Third Principal Meridian, lying South of the Indian Boundary Line and being described as follows:

Beginning at the intersection of the Indian Boundary Line, being also the Southeasterly line of West Forest Preserve Drive, with the east line of North Oak Park Avenue, as shown on the Plat of Survey recorded January 11, 1935 as Document 11544080; thence North 58 degrees 38 minutes 11 seconds East along said Indian Boundary Line, 316.77 feet; thence South 31 degrees 21 minutes 49 seconds East 45.43 feet; thence Southerly 24.65 feet along an arc of a circle convex Easterly with a radius of 52.50 feet and whose chord bears South 17 degrees 54 minutes 43 second West a distance of 24.43 feet; thence South 04 degrees 27 minutes 38 seconds East 18.40 feet; thence South 31 degrees 21 minutes 49 seconds East 378.66 feet; thence South 66 degrees 00 minutes 33 seconds West 338.13 feet; thence South 26 degrees 07 minutes 04 seconds West 311.80 feet to the East line of said North Oak Park Avenue; thence Northerly along said East line of North Oak Park Avenue, being a curved line convex Westerly and having a radius of 2,337.50 feet, an arc distance of 588.00 feet to a point of tangency in said line (the chord of said arc bears North 05 degrees 29 minutes 38 seconds West, 586.45 feet); thence North 01 degree 42 minutes 45 seconds East along the East line of said North Oak Park Avenue, being a line tangent to said last described curved line at said last described point, 72.56 feet to the place of beginning, (excepting therefrom that part lying Westerly of the following described lines, beginning at a point on the Indian Boundary Line 270.01 feet North 58 degrees 38 minutes 11 seconds East of the East line of Oak Park Avenue; thence South 31 degrees 58 minutes 10 seconds East 109.77 feet; thence Southerly 2.85 feet along an arc of a circle convex Easterly with a radius of 2.70 feet and whose chord bears South 01 degree 45 minutes 42 seconds East a distance of 2.72 feet; thence Southwesterly 21.87 feet along an arc of a circle convex Southeasterly with a radius of 41.50 feet and whose chord bears South 43 degrees 32 minutes 30 seconds West a distance of 21.61 feet; thence South 58 degrees 38 minutes 50 seconds West 168.77 feet; thence Southwesterly 35.80 feet along an arc of a circle convex Northwesterly with a radius of 34.00 feet and whose chord bears South 28 degrees 28 minutes 07 seconds West a distance of 34.17 feet; thence South 01 degrees 41 minutes 57 seconds East 159.89 feet; thence Southwesterly 9.30 feet along an arc of a circle Convex Southeasterly with a radius of 25.00 feet and whose chord bears South 08 degrees 57 minutes 24 seconds West a distance of 9.25 feet; thence Southwesterly 21.49 feet along an arc of a circle Convex Southeasterly with a radius of 49.50 feet and whose chord bears South 32 degrees 02 minutes 56 seconds West a distance of 21.32 feet; thence South 48 degrees 16 minutes 12 seconds West 43.89 feet; thence Southwesterly 14.87 feet along an arc of a circle Convex Southeasterly with a radius of 25.00 feet and whose chord bears South 69 degrees 05 minutes 37 seconds West a distance of 14.65 feet; thence South 86 degrees 07 minutes 57 seconds West 56.03 feet to the East line of North Oak Park Avenue) in Cook County, Illinois.

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Parcel 2:

Non-exclusive easement appurtenant for Parking and Ingress and Egress as created by Easement, Covenants and Restrictions Agreement recorded September 21, 2007 as document number 0726416069 between Autumn Green at Wright Campus Condominium Investors LLC, and SL Wright Campus, LLC over the property described therein.

Parcel 3:

Non-exclusive easement appurtenant for vehicular parking and vehicular and pedestrian access created by Grant of Easement dated June 27, 2005 and recorded June 29, 2005 as document number 0518019166, by and between New Horizon Center for the Developmentally Disabled, Inc. and Senior Lifestyle Management, LLC, a Delaware limited liability company over and across the property described therein.

Property Address: 4239 N. Oak Park Ave, Chicago IL 60634
PIN: 13-18-409-085-0000