

**This instrument prepared by
and after recording should be
returned to:**

Bradley D. Page, Esq.
Davis & Kuelthau, s.c.
111 E. Kilbourn Avenue
Suite 1400
Milwaukee, WI 53202

*This document is being re-recorded
to add 'Exhibit B'.*

NCS-602267

MEMORANDUM OF AMENDED AND RESTATED GROUND LEASE

THIS MEMORANDUM OF AMENDED AND RESTATED GROUND LEASE ("Memorandum") is made as of this *15th* day of ~~October~~ *NOVEMBER*, 2013, by and between PRESENCE SAINT JOSEPH HOSPITAL - CHICAGO, an Illinois nonprofit corporation ("Lessor"), and HAMMES PARTNERS SAINT JOSEPH ACC, LLC, a Delaware limited liability company ("Lessee").

WITNESETH:

WHEREAS, Lessor and Lessee entered into that certain Ground Lease dated as of May 13, 2013 (the "**Original Ground Lease**"), wherein and whereby Lessor demised and leased to Lessee, for a term of sixty-five (65) years, that certain real property located in Chicago, Illinois, more specifically described in Exhibit A attached hereto and incorporated herein ("**Ground Lease Premises**") *and Exhibit B.*

WHEREAS, Lessor and Lessee have agreed to amend the terms and restate the Original Ground Lease. Dated of even date herewith, Lessor and Lessee have entered into that certain Amended and Restate Ground Lease (the "**A&R Ground Lease**"); and

WHEREAS, Lessor and Lessee wish hereby to place of record notice of the A&R Ground Lease.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the A&R Ground Lease, Lessor and Lessee hereby acknowledge and agree as follows:

1. Term. The initial term of the A&R Ground Lease is for a period of sixty-five (65) years, commencing on the Lease Commencement Date, as defined in the A&R Ground Lease, and terminating on the Expiration Date, as defined in the A&R Ground Lease, unless otherwise terminated as provided in the A&R Ground Lease. Lessee may, subject to the terms and conditions of the A&R Ground Lease, extend the initial term of the A&R Ground Lease for two (2) additional periods of ten (10) years each.

2. Lease Controlling. This Memorandum is only a summary of certain of the terms and conditions contained in the A&R Ground Lease and is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in

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the A&R Ground Lease, all of which are hereby incorporated herein by this reference. As more particularly set forth in the A&R Ground Lease, Lessor grants to Lessee during the Lease Term (i) the right to use, in common with occupants, guests or invitees of the Campus, the roadways and sidewalks that are from time to time located on the Campus and (ii) the right to use, in common with occupants, guests and invitees of the Campus, the Parking Areas that are from time to time located on the Campus. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the A&R Ground Lease shall, in all events, control the relationship between Lessor and Lessee with respect to the subject matter contained therein. All capitalized terms used in this Memorandum shall have the meanings given to them in the A&R Ground Lease.

3. Purpose; No Modification. This Memorandum is solely for recording purposes and shall not be construed to alter, modify or supplement the A&R Ground Lease of which this is a Memorandum.

4. Not a Conveyance. The A&R Ground Lease is a lease of less than ninety-nine (99) years and not a conveyance.

5. Lessor's Interest. To the fullest extent permitted by law, Lessor's interest in the Ground Lease Premises shall not be subject to liens for improvements made by Lessee or any sublessee, including, without limitation, the construction of the Improvements located on the Ground Lease Premises.

6. Counterparts. This instrument may be executed in multiple counterparts, each of which shall be deemed to be an original, but which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum effective as of the date first above written.

LESSOR:

PRESENCE SAINT JOSEPH HOSPITAL – CHICAGO,
an Illinois nonprofit corporation

By: *Roberta Luskin-Hawk*
Name: Roberta Luskin-Hawk
Title: President and CEO

STATE OF IL)
)ss.
COUNTY OF Cook)

Personally came before me this 15th day of November, 2013, the above named Roberta Luskin-Hawk the President and CEO of Saint Joseph Hospital, an Illinois nonprofit corporation, and acknowledged that he/she executed the foregoing instrument as such officer of said nonprofit corporation as the deed of such entity, by its authority.

Patricia L. Hertzal

Printed name: Patricia L. Hertzal
Notary Public State of: Illinois
County of: Cook
My commission expires: June 10, 2017



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LESSEE:

HAMMES PARTNERS SAINT JOSEPH ACC, LLC,
a Delaware limited liability company

By: [Signature]
Todd W. Kibler, Secretary

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this 28th day of October, 2013, the above named Todd W. Kibler, the Secretary of Hammes Partners Saint Joseph ACC, LLC, a Delaware limited liability company, and acknowledged that he executed the foregoing instrument as such officer of said limited liability company as the deed of, such entity, by its authority.

[Signature]
Printed name: Walter Scott Leadman
Notary Public, State of: Wisconsin
County of: Waukesha
My commission expires: is permanent

This document prepared by
and should be returned to:

Bradley D. Page, Esq.
Davis & Kuelthau, s.c.
111 E. Kilbourn Avenue, Suite 1400
Milwaukee, WI 53202



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Exhibit A

Legal Description of Ground Lease Premises

Parcel:

That part of Lots 5 and 6 in Assessor's Division of Lots 1 and 2 In Subdivision by City of Chicago of East fraction half of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, which lies between Sheridan Road (formerly Lakeview Avenue) on the West, Commonwealth Avenue on the East (excepting therefrom that part lying South of straight line drawn from a point on the East line of said North Sheridan Road which is 228 feet 4-3/16 inches North of North line of West Diversey Parkway to a point on West line of said North Commonwealth Avenue which is 227 feet 10 inches North of North line of said West Diversey Parkway and said line produced West to the centerline of said North Sheridan Road and produced East to centerline of said North Commonwealth Avenue) in Cook County, Illinois.

Parcel Exception:

That part of Lots 5 and 6 in Assessor's Division of Lots 1 and 2 in Subdivision by City of Chicago of East Fractional Half of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, which lies between Sheridan Road (formerly Lakeview Avenue) on the West, Commonwealth Avenue on the East (excepting therefrom that part lying South of a straight line drawn from a point on the East Line of said North Sheridan Road which is 228 feet 4-3/16 inches North of North Line of West Diversey Parkway to a point on West Line of said North Commonwealth Avenue which is 227 feet 10 inches North of North line of said West Diversey Parkway and said straight line produced West to centerline of said North Sheridan Road and produced East to centerline of said North Commonwealth Avenue), taken as a tract and described as follows: commencing at the Northeast corner of said tract; thence South along the East line of said tract, 59.64 feet to the point of beginning; thence continuing South along said East line, 15.00 feet; thence West at right angles to the last described line, 7.90 feet to a proposed building face; thence North along said proposed building face and as parallel with the East line of said tract, 15.00 feet; thence East at right angles to the last described line, 7.90 feet to the point of beginning, in Cook County, Illinois.

Property Address: 300 West Diversey
Chicago, IL 60657

PTN: 14-28-206-004-0000

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Exhibit B

Legal Description of Campus

PARCEL 1:

ALL THAT PART OF LOTS 3 AND 4 OF ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL 1/2 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES BETWEEN THE EASTERLY LINE OF COMMONWEALTH AVENUE ON THE WEST, OAKDALE AVENUE ON THE NORTH, THE BOUNDARY BETWEEN THE LAND OF LINCOLN PARK COMMISSIONERS AND THE LAND OF THE SHORE OWNERS, AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTERED OCTOBER 31, 1904 IN CASE 256886, ENTITLED AUGUSTA LEHMANN AND OTHERS, AGAINST LINCOLN PARK COMMISSIONERS BEING SUBSTANTIALLY THE WEST LINE OF LAKE SHORE DRIVE ON THE EAST AND SURF STREET ON THE SOUTH (EXCEPT THAT PART THEREOF TAKEN OR CONDEMNED FOR COMMONWEALTH AVENUE, AND EXCEPT 18 FOOT STRIP FOR ALLEY).

PARCEL 2:

THAT PART OF THE 18 FOOT STRIP OF LAND FORMERLY DEDICATED FOR ALLEY PURPOSES AND MARKED "ALLEY BY DEED" AND RUNNING EAST AND WEST THROUGH THE FOLLOWING DESCRIBED PREMISES: ALL THAT PART OF LOTS 3 AND 4 OF ASSESSOR'S DIVISION OF LOTS 1 AND 2 IN THE SUBDIVISION BY THE CITY OF CHICAGO OF THE EAST FRACTIONAL 1/2 SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH LIES BETWEEN THE EASTERLY LINE OF COMMONWEALTH AVENUE ON THE WEST, OAKDALE AVENUE ON THE NORTH, THE BOUNDARY BETWEEN THE LAND OF LINCOLN PARK COMMISSIONERS AND THE LAND OF THE SHORE OWNERS AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTERED OCTOBER 31, 1904 AS CASE NO. 256886 ENTITLED AUGUSTA LEHMANN AND OTHERS, AGAINST LINCOLN PARK COMMISSIONERS BEING SUBSTANTIALLY THE WEST LINE OF LAKE SHORE DRIVE ON THE EAST AND SURF STREET ON THE SOUTH (EXCEPT THAT PART THEREOF TAKEN OR CONDEMNED FOR THE COMMONWEALTH AVENUE) WHICH ALLEY LIES BETWEEN LOT 9 ON THE NORTH AND LOTS 10, 11 AND 12 ON THE SOUTH OF THE COUNTY CLERK'S DIVISION OF LOTS 2, 3, AND 4 AND THE SOUTH 33 FEET OF LOT 1 OF ASSESSOR'S DIVISION AFORESAID.

PARCEL 3:

THAT PART OF LOTS 5 AND 6 (TAKEN AS A TRACT) IN THE ASSESSOR'S DIVISION OF LOTS 1 AND 2 AFORESAID, WHICH LIES BETWEEN THE EAST LINE OF COMMONWEALTH AVENUE ON THE WEST AND THE AFORESAID BOUNDARY LINE BETWEEN THE LAND OF LINCOLN PARK COMMISSIONERS AND THE SHORE OWNERS ABOVE DESCRIBED, BEING SUBSTANTIALLY THE WEST LINE OF LAKE SHORE DRIVE ON THE EAST (EXCEPT FROM THE ABOVE DESCRIBED TRACT THE SOUTH 60 FEET THEREOF AND EXCEPT THAT PART THEREOF TAKEN OR CONDEMNED FOR COMMONWEALTH AVENUE).

PARCEL 4:

THAT PART OF SURF STREET (AND SAID SURF STREET EXTENDED EAST) WHICH LIES BETWEEN THE EASTERLY LINE OF COMMONWEALTH AVENUE ON THE WEST, THE SOUTH LINE OF LOT 12 (AND SAID SOUTH LINE EXTENDED EAST), OF THE COUNTY CLERK'S DIVISION OF LOTS 2, 3, AND 4 OF THE SOUTH 33 FEET OF LOT 1 OF THE ASSESSOR'S DIVISION AFORESAID ON THE NORTH, THE BOUNDARY BETWEEN THE

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LAND OF LINCOLN PARK COMMISSIONER AND THE LAND OF THE SHORE OWNERS, AS ESTABLISHED BY DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OCTOBER 31, 1904 AS CASE 256886 ENTITLED AUGUSTA LEHMANN AND OTHERS, AGAINST LINCOLN PARK COMMISSIONERS BEING SUBSTANTIALLY THE WEST LINE OF LAKE SHORE DRIVE ON THE EAST AND THE NORTH LINE OF LOT 5 (AND SAID NORTH LINE EXTENDED EAST) OF THE ASSESSOR'S DIVISION OF LOTS 1 AND 2 AFORESAID, ON THE SOUTH, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 4, 5 AND 6 IN THE RESUBDIVISION OF BLOCK 1 IN LEMOYNE'S SUBDIVISION, OF THE SOUTH 16 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID LOTS 4, 5 AND 6 THE EAST 7 FEET THEREOF TAKEN FOR THE WIDENING OF SHERIDAN ROAD), IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 7 (EXCEPT THE EAST 7 FEET THEREOF) AND LOTS 8, 9 AND 10 IN THE RESUBDIVISION OF BLOCK 1 IN LEMOYNE'S SUBDIVISION OF THE SOUTH 16 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.