

21392 667

TAX I.D. #
04-503-2772974

THIRD AMENDMENT TO GROUND LEASE

THIS THIRD AMENDMENT TO GROUND LEASE (the "Third Amendment") shall be effective this 28th day of June, 2002, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, having its principal office at 101 Monroe Street, Rockville, Maryland 20850 (hereinafter called "Lessor") and RING HOUSE CORPORATION, a non-profit corporation duly organized under the laws of the State of Maryland, having its principal office at 1801 East Jefferson Street, Rockville, Maryland 20852 (hereinafter called "Lessee").

WHEREAS, Lessor and Hebrew Home of Greater Washington, Inc. ("Hebrew Home") entered into a Ground Lease dated November 29, 1986 recorded among the Land Records of Montgomery County, Maryland at Liber 7803, folio 501 (the "Original Ground Lease"); and

WHEREAS, by Amendment to Ground Lease dated November 9, 1988 recorded among the Land Records of Montgomery County, Maryland at Liber 8559, folio 333 (the "First Amendment"), Hebrew Home's interest under the Ground Lease was assigned to the Lessee and certain amendments were made to the Original Ground Lease; and

WHEREAS, by Second Amendment to Ground Lease dated September 14, 2000 recorded among the Land Records of Montgomery County, Maryland at Liber 18422, folio 026 (the "Second Amendment"), certain amendments were made to the Original Ground Lease as heretofore amended by the First Amendment (the Original Ground Lease, as amended by the First Amendment and Second Amendment is hereinafter referred to as the "Ground Lease"); and

WHEREAS, the parties desire to release a portion of the Demised Premises from the Ground Lease as provided for in the Second Amendment and to make certain related modifications to the terms of the Ground Lease.

NOW, THEREFORE, the parties intending to be legally bound do hereby agree as follows:

1. Definitions. All terms used but not specifically defined herein shall have the meanings given to them in the Ground Lease.

2. Release and Surrender of a Portion of the Demised Premises. In order to permit the development of an assisted living facility on land which is part of the Demised Premises, Lessor has agreed in the Second Amendment to release such land from the Demised Premises and the parties have agreed to redefine the Demised Premises as all that land described in Exhibit B attached hereto and made a part hereof, it being the intention hereof that the Demised Premises shall specifically exclude all that land described on Exhibit A attached hereto and made a part hereof (such land described in Exhibit A is hereinafter referred to as the "Assisted Living Facility Land").

MONTGOMERY COUNTY, MD

APPROVED BY 

JUL 9 2002

\$  RECORDATION TAX PAID
\$  TRANSFER TAX PAID

717793.1 7/2/02

FILED
MONTGOMERY COUNTY, MD
CLERK OF THE COURT
2002 JUL -9 P 4:08 PM

MONTGOMERY COUNTY CIRCULAR CLERK, Rogers, and Recorder & Clerk, 11921 Rockville Pike, Third Floor, Rockville, Maryland 20852-2743, Attn: Leslie Keane File No. 029-024-02. MOORE - MONTG. CO. MD. TITLE INSURER: Title Insurance Corp. p. 0667, MSA_CE63_21346. Date available 09/15/2005. Printed 09/10/2024.

NE

Accordingly, with respect to the Assisted Living Facility Land, the Ground Lease is hereby deemed terminated and cancelled and of no further force or effect, and Lessee does hereby surrender, release, relinquish and quit claim to Lessor all right, title, interest or demand possessed or claimed by Lessee in or to the Assisted Living Facility Land. As the result of the release and surrender of the Assisted Living Facility Land, all provisions in the Ground Lease which in any way affect the Assisted Living Facility Land are hereby terminated and rendered of no further force or effect as to such Assisted Living Facility Land.

3. Amendments to Provisions Relating to Option Prices.

(a) Section 16(e)(i) of the Ground Lease is hereby amended to provide that the base purchase price for the Demised Premises referred to in that section shall be \$579,900 instead of \$1,000,000. The provisions of that Section relating to the annual cost of living adjustment, plus \$460,000, shall remain unchanged.

(b) Section 16(e)(ii) of the Ground Lease is hereby amended to provide that the purchase price for the Demised Premises referred to in that section shall be \$1,841,307 instead of \$3,175,214. The provisions of that Section relating to the annual cost of living adjustment, plus \$460,000, shall remain unchanged.

(c) Section 18(a) of the Ground Lease is hereby amended by reducing the purchase price referred to in that section from \$1,000,000 to \$579,900.

4. Ground Lease to Remain in Effect. All other provisions of the Ground Lease shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Third Amendment the day and year first above written.

WITNESS:

LESSOR:

MONTGOMERY COUNTY, MARYLAND

Jo Anne Poore

By:  (SEAL)

Name: DOUGLAS M. DUNCAN

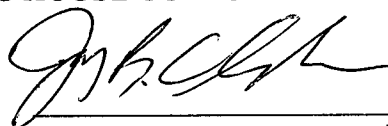
Title: COUNTY EXECUTIVE

WITNESS:

LESSEE:

RING HOUSE CORPORATION

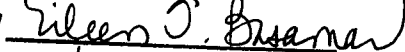


By:  (SEAL)

Name: Jay B. Olshansky

Title: President

APPROVED AS TO FORM AND LEGALITY
OFFICE OF COUNTY ATTORNEY

BY 

DATE 5/13/2002

STATE OF MARYLAND)
) to wit:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on the 17th day of May, 2002, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Douglas M. Duncan, who acknowledged himself/~~herself~~ to be the County Executive of Montgomery County, Maryland, a body corporate and politic, and that he/she, as such officer of Montgomery County, Maryland, being authorized to do so, executed this Third Amendment to Ground Lease for the purposes contained in the document, by signing the name of Montgomery County, Maryland by himself/herself as such officer.

IN WITNESS WHEREOF I set my hand and official seal.

[Notary Seal]

Johnn Peore
Notary Public

My Commission Expires: June 1, 2002

STATE OF MARYLAND)
) to wit:
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on the 21st day of May, 2002, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Jay Olshansky, who acknowledged himself/herself to be the President of Ring House Corporation, a non-profit corporation, and that he/she, as such officer of Ring House Corporation, being authorized to do so, executed this Third Amendment to Ground Lease for the purposes contained in the document, by signing the name of Ring House Corporation by himself/herself as such officer.

IN WITNESS WHEREOF I set my hand and official seal.

[Notary Seal]

Janya R. West
Notary Public

My Commission Expires: June 14, 2005

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 21392, p. 0670, MSA_CE63_21346. Date available 09/15/2005. Printed 09/10/2024.

METES AND BOUNDS DESCRIPTION
FOR PROPOSED OWNERSHIP LOTS

PROPERTY OF
MONTGOMERY COUNTY, MARYLAND

Being part of the property conveyed to MONTGOMERY COUNTY, MARYLAND from BOARD OF EDUCATION OF MONTGOMERY COUNTY, MARYLAND by deed dated March 4, 1988 and recorded in Liber 8198 at Folio 553 among the Land Records of Montgomery County, Maryland. Also being all of PARCEL "A", BLOCK "K" as shown on a plat of subdivision entitled "PARCEL "A", BLOCK "K", MONTROSE" and recorded in Plat Book 148 at Plat 16960.

PART 2

Beginning for PART 2 at the beginning of the second line of the first above-mentioned conveyance, said point also being the southeasterly most corner of Lot 1, Block K as shown on a plat of subdivision entitled "Blocks K & M and Part of Block L, MONTROSE" and recorded in Plat Book 66 at Plat 5977, thence with all of said second line and with the easterly line of Block K as shown on said plat

1. North 16° 09' 10" East, 730.79 feet to the end thereof, said point also being on the southerly right of way line of Lorraine Drive as shown on said plat, thence with all of the third and part of the fourth line of said conveyance and with said southerly right of way line along the arc of a curve to the right with a radius of 550.00 feet, an
2. Arc distance of 100.00 feet and a chord bearing of South 66° 42' 30" East and distance of 99.86 feet to a point, thence along the arc of a curve to the left with a radius of 870.00 feet, an
3. Arc distance of 98.36 feet and a chord bearing of South 64° 44' 20' East and distance of 98.31 feet to a point, thence leaving said right of way line and said fourth line and crossing to include a part of PARCEL "A", BLOCK "K"
4. South 11° 26' 00" West, 214.75 feet to the northwest corner of the north wing of an existing brick building, thence with the face of said building, the following five courses and distances
5. South 03' 34' 00' East, 23.81 feet, thence
6. North 86° 26' 00" East, 7.50 feet, thence
7. South 03° 34' 00' East, 6.24 feet, thence
8. South 86° 26' 00" West, 14.54 feet, thence
9. South 03° 34' 00" East, 23.81 feet to the southwest corner of said north wing, thence leaving the face of said building, still

10. South 03° 34' 00" East, 255.37 feet to the northwest corner of the south wing of an existing brick building, thence with the face of said building, the following five courses and distances, still
11. South 03° 34' 00" East, 23.71 feet, thence
12. North 86° 26' 00" East, 14.62 feet, thence
13. South 03° 34' 00" East, 6.25 feet, thence
14. South 86° 26' 00" West, 7.22 feet, thence
15. South 03° 34' 00" East, 23.71 feet to the southwest corner of said south wing, thence leaving the face of said building, still
16. South 03° 34' 00" East, 98.57 feet to a point on the first line of the first abovementioned conveyance, 397.27 feet from the beginning thereof, thence with the remainder of said first line
17. North 82° 13' 50" West, 373.86 feet to the point of beginning containing 181,588 square feet or 4.16868 acres of land.

Subject to any and all easements and rights of way of record.

file:/usr/comp/Mont/ringhse.desc

21392 b73

METES AND BOUNDS DESCRIPTION
FOR PROPOSED OWNERSHIP LOTS

PROPERTY OF
MONTGOMERY COUNTY, MARYLAND

Being part of the property conveyed to MONTGOMERY COUNTY, MARYLAND from BOARD OF EDUCATION OF MONTGOMERY COUNTY, MARYLAND by deed dated March 4, 1988 and recorded in Liber 8198 at Folio 553 among the Land Records of Montgomery County, Maryland. Also being all of PARCEL "A", BLOCK "K" as shown on a plat of subdivision entitled "PARCEL "A", BLOCK "K", MONTROSE" and recorded in Plat Book 148 at Plat 16960.

PART 1

Beginning for PART 1 at a point on the first or North 82° 13' 50" West, 771.13 foot line of the abovementioned conveyance, 5.10 feet from the beginning thereof, thence with a part of said line

1. North 82° 13' 50" West, 392.17 feet to a point, thence leaving said line and crossing to include a part of PARCEL "A", BLOCK "K"
2. North 03° 34' 00" West, 98.57 feet to the southwest corner of the south wing of an existing brick building, thence along the face of said building, the following five courses and distances, still
3. North 03° 34' 00" West, 23.71 feet; thence
4. North 86° 26' 00" East, 7.22 feet, thence
5. North 03° 34' 00" West, 6.25 feet, thence
6. South 86° 26' 00" West, 14.62 feet, thence
7. North 03° 34' 00" West, 23.71 feet to the northwest corner of said south wing, thence leaving the face of said building, still
8. North 03° 34' 00" West, 255.37 feet to the southwest corner of the north wing of an existing brick building, thence along the face of said building, the following five courses and distances, still
9. North 03° 34' 00" West, 23.81 feet, thence
10. North 86° 26' 00" East, 14.54 feet, thence
11. North 03° 34' 00" West, 6.24 feet, thence
12. South 86° 26' 00" West, 7.50 feet, thence
13. North 03° 34' 00" West, 23.81 feet to the northwest corner of said north wing, thence leaving the face of said building

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 21392, p. 0673, MSA_CE63_21346. Date available 09/15/2005. Printed 09/10/2024.

- 14. North 11° 26' 00" East, 214.75 feet to a point on the fourth line of the abovementioned conveyance, 98.36 feet along the arc of a curve from the beginning thereof, said point also being on the southerly right of way line of Lorraine Drive, thence with part of said fourth line and with said right of way line along the arc of a curve to the left with a radius of 870.00 feet, an
- 15. Arc distance of 340.11 feet and a chord bearing of South 79° 10' 37" East and distance of 337.95 feet to a point 5.20 feet along the arc from the end thereof, said point being on the westerly right of way line of East Jefferson Street as shown on the abovementioned plat of subdivision, thence leaving the fourth line and running with said right of way line of East Jefferson Street
- 16. South 04° 09' 51" East, 192.11 feet to a point, thence
- 17. South 03° 33' 40" East, 469.91 feet to the point of beginning containing 250,678 square feet or 5.75478 acres of land.

21392 b 15



OFFICE OF THE COUNTY ATTORNEY

Douglas M. Duncan
County Executive

Charles W. Thompson, Jr.
County Attorney

July 3, 2002

Molly Q. Ruhl,
Clerk of the Circuit Court
Circuit Court for Montgomery County, Maryland
Montgomery County Judicial Center
50 Maryland Avenue
Rockville, MD 20850

Re: Third Amendment to Ground Lease Between Montgomery County and the Ring House Corporation

Dear Ms. Ruhl:

Please record the attached document on behalf of Montgomery County, Maryland, and waive the recording fee.

Thank you for your attention to this matter.

Very truly yours,

Eileen T. Basaman
Assistant County Attorney

ETB:s

I:\AF\basame\waiver of fees=I=ringhouse 3d amendment.wpd

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 21392, p. 0675, MSA_CE63_21346. Date available 09/15/2005. Printed 09/10/2024.

State of Maryland Land Instrument Intake Sheet

County: Montgomery

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation only.

(Type or Print in Black Ink Only -- All Copies Must Be Legible)

21392 676

1	Type(s) of Instruments	((<input type="checkbox"/>) Check Box if Addendum Intake Form is Attached.)			
		Deed <input type="checkbox"/>	Mortgage <input checked="" type="checkbox"/>	Other Amend <input type="checkbox"/>	Other <input type="checkbox"/>
2	Conveyance Type Check Box	Improved Sale <input type="checkbox"/>	Unimproved Sale <input type="checkbox"/>	Multiple <input type="checkbox"/>	Not an Arms-Length Sale [9] <input type="checkbox"/>
		Arms-Length [1] <input type="checkbox"/>	Arms-Length [2] <input type="checkbox"/>	Arms-Length [3] <input type="checkbox"/>	
3	Tax Exemptions (if Applicable) Cite or Explain Authority	Recordation	12-108(a) Annotated Code of Maryland		
		State Transfer	13-207(a)(1) Annotated Code of Maryland		
		County Transfer	52-24 (a)(1)(b) Montgomery County Code		

4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only		
		Purchase Price/Consideration	\$0	Transfer and Recordation Tax Consideration		
		Any New Mortgage	\$	Transfer Tax Consideration	\$	
		Balance of Existing Mortgage	\$	X () %	=	\$
		Other:	\$	Less Exemption Amount	-	\$
		Other:	\$	Total Transfer Tax	=	\$
		Full Cash Value	\$	Recordation Tax Consideration	\$	
		X () per \$500	=	\$		
		TOTAL DUE	\$			

5	Fees	Amount of Fees	Doc. 1	Doc. 2	Agent:
		Recording Charge	\$ 00.00	\$	
		Surcharge	\$	\$	Tax Bill:
		State Recordation Tax	\$	\$	
		State Transfer Tax	\$	\$	C.B. Credit:
		County Transfer Tax	\$	\$	
		Other	\$	\$	Ag. Tax/Other:
		Other	\$	\$	

6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG <input type="checkbox"/> (5)	
		04	503-2772974	18422-026				
		Subdivision Name		Lot (3a)	Block 3(b)	Sect/AR (3c)	Plat Ref.	SqFt/Acreage (4)
		Montrose		Part of	Parcel A			
		Location/Address of Property Being Conveyed (2)						
		Other Property Identifiers (if applicable)					Water Meter Account No.	
		Residential <input type="checkbox"/> or Non-Residential <input checked="" type="checkbox"/>		Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:				
Partial Conveyance? <input type="checkbox"/> Yes <input type="checkbox"/> No		Description/Amt. of SqFt/Acreage Transferred:						

7	Transferred From	Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8	Transferred To	Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
		New Owner's (Grantee) Mailing Address	

9	Other Names to Be Indexed	Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)

10	Contact/Mail Information	Instrument Submitted By or Contact Person		<input checked="" type="checkbox"/> Return to Contact Person
		Name: Leslie M. Keane, Legal Assistant		<input type="checkbox"/> Hold for Pickup
		Firm: Shulman, Rogers, Gandal, Pordy & Ecker, P.A.		<input type="checkbox"/> Return Address Provided
		Address: 11921 Rockville Pike, Third Floor Rockville, MD 20852 Phone: (301) 230-5200		

10 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Yes No Will the property being conveyed by the grantee's principal residence?
 Information Yes No Does transfer include personal property? If yes, identify:
 Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - do Not Write Below This Line

<input type="checkbox"/> Terminal Verification	<input type="checkbox"/> Agricultural Verification	<input type="checkbox"/> Whole	<input type="checkbox"/> Part	<input type="checkbox"/> Tran. Process Verification
Transfer Number:	Date Received:	Deed Reference:	Assigned Property No:	
Year 20	20	Geo. Map	Sub Block	
Land	Zoning	Grid	Plat Lot	
Buildings	Use	Parcel	Section Occ.Cd.	
Total	Town Cd.	Ex. St.	Ex. Cd.	

Remarks:

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) MQR 21392, p. 0676, MSA_CE63_21346. Date available 09/15/2005. Printed 09/10/2024.