

UNOFFICIAL COPY

Prepared by:

Linda H. Earle, Esq.
Mayer, Brown, Rowe & Maw
700 Louisiana, Suite 3600
Houston, Texas 77002



0320311136

Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 07/22/2003 09:48 AM Pg: 1 of 7

After recording return to:

Belmont Village Oak Park, L.L.C.
8550 Katy Freeway, Suite 300
Houston, Texas 77024
Attn: Karen Mauer

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is entered into effective as of the 30th day of June, 2003, by and between **OAK PARK HOSPITAL**, an Illinois not for profit corporation ("Hospital") and **BELMONT VILLAGE OAK PARK, L.L.C.**, a Delaware limited liability company ("Belmont").

WHEREAS, Hospital and Belmont have entered into a Purchase and Sale Agreement (the "Contract") pursuant to which Hospital has agreed to sell to Belmont and Belmont has agreed to purchase from Hospital that certain tract of land more particularly described on Exhibit "A" hereto (the "Property");

WHEREAS, in connection with the sale of the Property to Belmont, Hospital has agreed to grant a license to Belmont covering the property owned by Hospital and described on Exhibit "B" attached hereto (the "Hospital Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed to by the parties, Hospital and Belmont hereby agree as follows:

1. Belmont and its successors, assigns, tenants, visitors and employees are hereby granted a non-exclusive license to use and occupy the Hospital Property for overflow parking in the event there is ever insufficient parking on the Property. The license does not include parking for Belmont's contractors or construction workers. Hospital reserves the right to designate the portion of the Hospital Property which is subject to this license and to change such designation on two (2) weeks notice, except that it may be closed for repairs or in an emergency. This license is granted to use the Hospital Property in its "as-is", "where-is" condition, without any representation or warranty whatsoever with respect to the Hospital Property.

2. The term of this license shall expire if the assisted living facility to be constructed on the Property is not constructed within two (2) years from the date of this Agreement or is subsequently demolished or removed from the Property.

3. Belmont covenants that the uses of the Hospital Property pursuant to this license shall not cause any damage to the Hospital Property or improvements thereof at any time. Belmont

UNOFFICIAL COPY

shall indemnify and hold Hospital harmless from any and all losses, costs (including attorneys fees), claims or damages arising out of use under this license no matter under what theory.

4. Belmont shall not be responsible for any taxes on Hospital Property except if Belmont's use makes Hospital Property taxable and in such case Belmont shall pay those taxes.

5. If now or any time in the future Hospital imposes parking charges on individual parking users Hospital may charge Belmont users similar parking charges.

6. Belmont shall not be responsible for any other costs except as outlined herein.

7. Prior to use of any portion of the Hospital Property, Belmont will carry such insurance as Hospital shall reasonably request in commercially reasonable amounts to cover Belmont's use under this License and shall name Hospital as a loss payee

8. Hospital has no duty to Belmont to repair or maintain parking facilities.

9. Upon the termination or expiration of the term of this Agreement, this Agreement shall automatically terminate without the necessity of any quitclaim deed or other release by Belmont or any other person. Provided, however, if the Hospital so requests, Belmont shall promptly execute and deliver to the Hospital a quitclaim deed or quitclaim deeds and/or other instruments reasonably necessary to eliminate the Agreement from record title to the Hospital Property, at such time as the Agreement terminates or expires with respect to the Hospital Property.

10. This Agreement constitutes the entire agreement and understanding between the parties with respect to the license being granted hereunder and any promises, agreements, conditions and undertakings, oral or written, expressed or implied, made previous hereto are null and void and of no force and effect.

11. The persons executing this Agreement on behalf of the parties hereto each have the authority to bind such party as set forth herein and no further action or consent from the party for whom each is acting is required to make this Agreement effective and enforceable against such parties following such execution.

12. In the event that any party to this Agreement should fail to timely perform any obligation set forth in this Agreement, the non-defaulting party shall be entitled to all of its rights and remedies at law and in equity (including, without limitation, injunctive relief and specific performance) and the non-defaulting party shall additionally be entitled to terminate this Agreement upon delivery of written notice to the defaulting party whereupon it will be of no further force and effect; provided that the non-defaulting party has delivered written notice to the defaulting party of the failure to pay and/or perform and given the defaulting party thirty (30) days to pay and/or perform and provided further that the defaulting party has not paid or performed within said thirty (30) days, or if a non-monetary failure is not reasonably curable within such thirty (30) days, then the defaulting party either has not commenced to perform within such thirty (30) day period or has not thereafter diligently prosecuted the performance of such non-monetary obligation to completion.

13. All notices required or permitted hereunder shall be in writing and shall be served on

UNOFFICIAL COPY

the parties at the addresses set forth opposite their signatures. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile, with written confirmation and the original thereof sent by overnight or first class mail, in which case notice shall be deemed delivered upon receipt of confirmation of transmission of such facsimile notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by facsimile or personal delivery and delivered after 5:00 p.m., Houston, Texas, time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

14. Should either party employ attorneys to enforce any of the provisions hereof, the party against whom any final judgment is entered agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorneys' fees, expended or incurred in connection therewith.


15. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Illinois.

16. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile counterparts of the signature pages.

IN WITNESS WHEREOF, Hospital and Belmont have executed this Agreement effective as of the day and year first above written.

Oak Park Hospital
 Attn: Bruce M. Elegant
 520 South Maple Avenue
 Oak Park, Illinois 60304-1097
 Facsimile: 708/660-6658

**OAK PARK HOSPITAL,
 an Illinois not for profit corporation**

By: 
 Name: Bruce Elegant
 Title: President & CEO

Belmont Village Oak Park, L.L.C.

BELMONT VILLAGE OAK PARK, L.L.C.,


UNOFFICIAL COPY

Attn: Patricia Will
8550 Katy Freeway, Suite 300
Houston, Texas 77024

a Delaware limited liability company

By: **BELMONT VILLAGE, L.P.,**
a Delaware limited partnership,
its sole member

By: **BELMONT ONE CORPORATION,**
a Delaware corporation,
its general partner

By: 
Name: PAUL D CHAPMAN
Title: EXECUTIVE VICE PRESIDENT

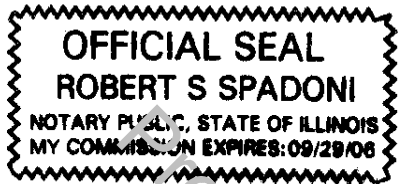
Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS §

COUNTY OF COOK §

This instrument was acknowledged before me on June 30th 2003, by Bruce Elegant, President/CEO of **OAK PARK HOSPITAL**, an Illinois not for profit corporation, on behalf of said not for profit corporation.



Notary Public in and for the
State of ILLINOIS
Name: Robert S. Spadoni
My commission expires: 09/29/06

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on June 30th, 2003, by Paul D Chapman, Exec Vice Pres of **BELMONT ONE CORPORATION**, a Delaware corporation, acting in its capacity as the general partner of Belmont Village, L.P., a Delaware limited partnership, acting in its capacity as the sole member of Belmont Village Oak Park, L.L.C., a Delaware limited liability company, on behalf of said limited liability company.



Notary Public in and for the
State of T E X A S
Name: Dianna Semon
My commission expires: 03/11/06

UNOFFICIAL COPY

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), and Nine (9), Block Two (2), in Subdivision of Blocks One (1) to Nine (9) in Wallen and Probst's Addition to Oak Park in the Northwest quarter (1/4) of Section Eighteen (18), Township Thirty-Nine (39) North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

16 18 102 002

003

004

005

006

007

008

1037 Madison Avenue
Oak Park

MADISON

UNOFFICIAL COPY

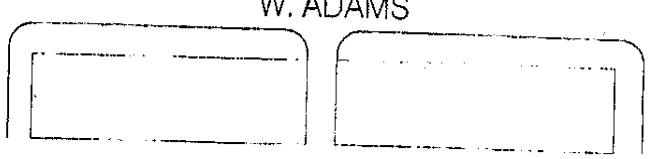
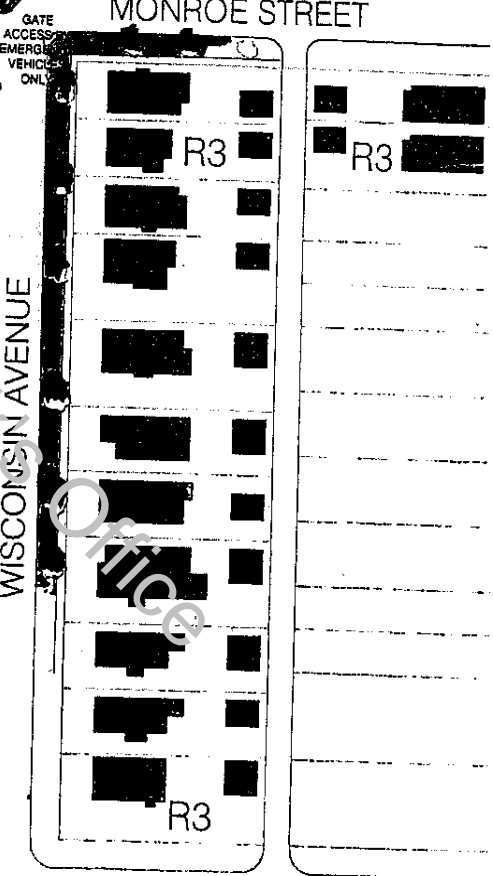
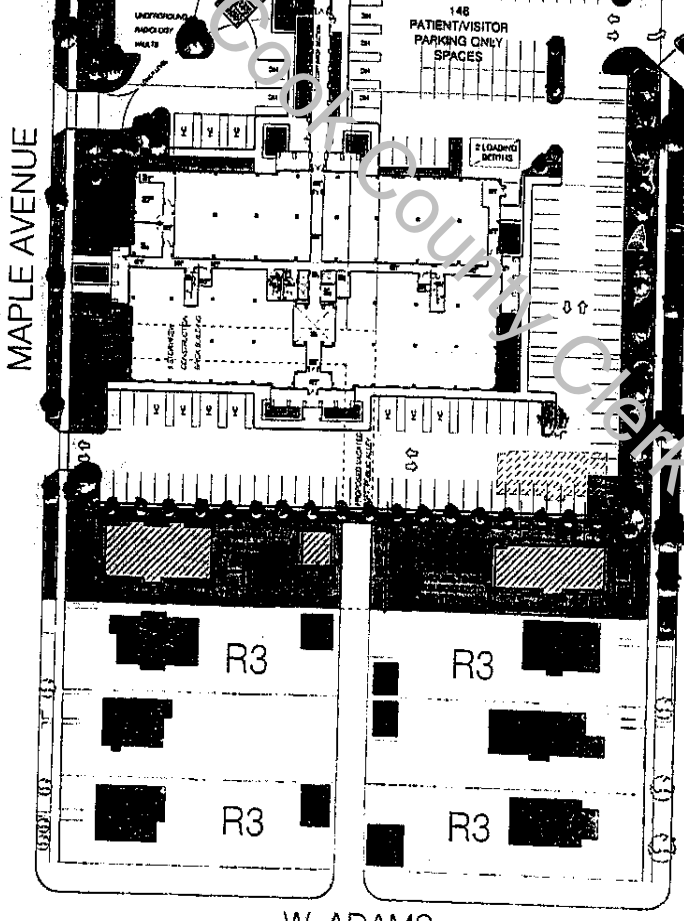
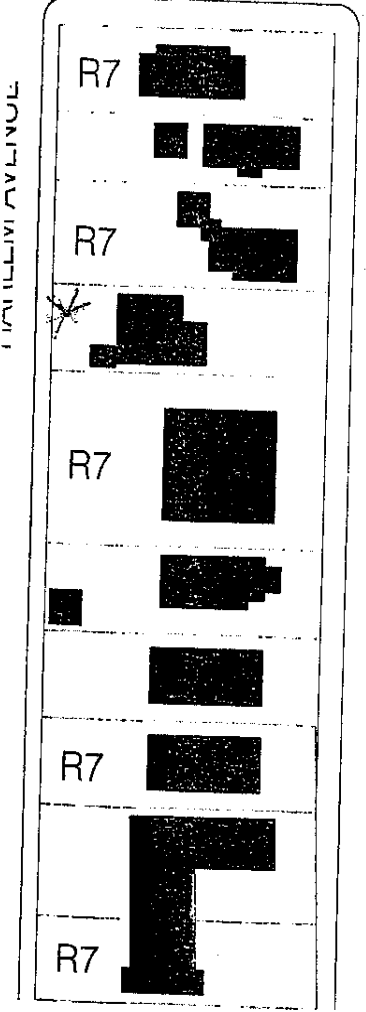
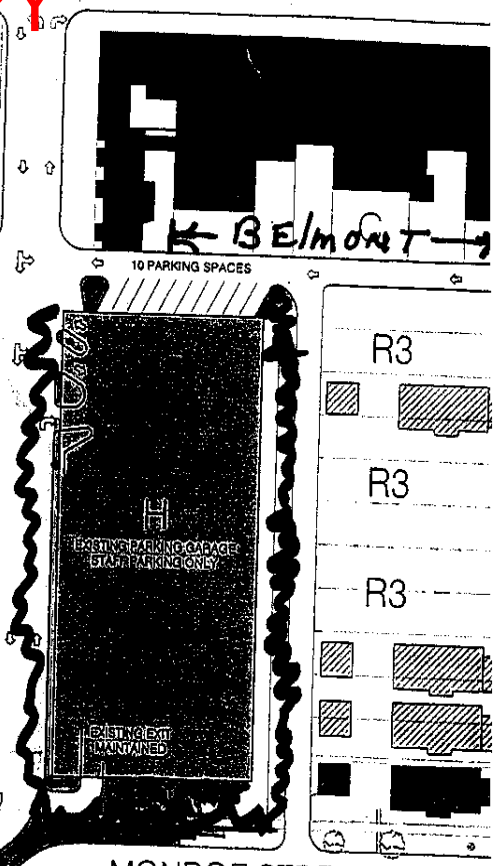
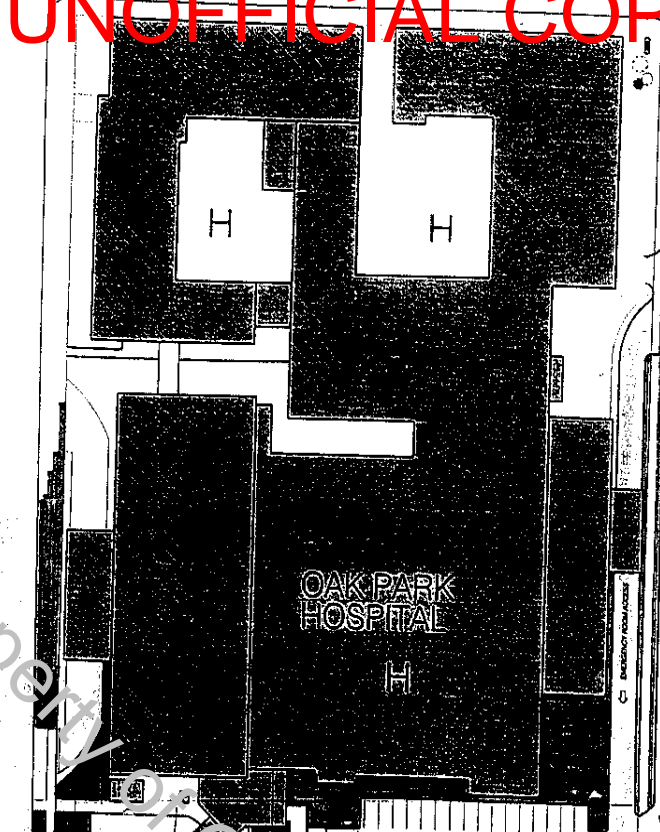
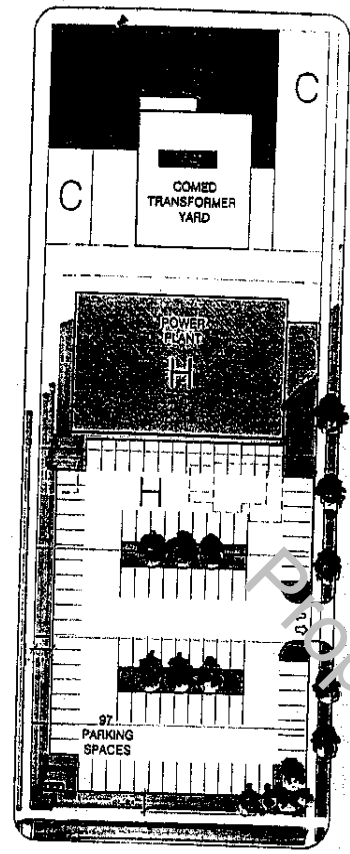


EXHIBIT
B