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LICENSE AGREEMENT ORBIT SKATE CENTER AND GRAND SLAM USA-CHICAGO

THIS AGREEMENT, made and entered into this 30th day of DECEMBER 1994, by and between the VILLAGE OF PALATINE, a municipal corporation of Cook County, Illinois, 200 E. Wood Street, Palatine, IL., 60067 (hereinafter called "the VILLAGE") and ORBIT SKATE CENTER, INC., GRAND SLAM USA-CHICAGO, D. A. BROWN & COMPANY, and KAISER INVESTMENTS, LTD., (D. A. BROWN & COMPANY, and KAISER INVESTMENTS, LTD. are hereinafter referred to as "the OWNERS").

DEPT-01 RECORDING \$39.50
 130003 TRAN 9802 07/10/95 1113400
 \$7286 * 11 * 95-442432
 COOK COUNTY RECORDER

WITNESSETH

WHEREAS, ORBIT SKATE CENTER, INC., is a leaseholder, and KAISER INVESTMENTS, LTD., is the holder of legal title to the real estate described on Exhibit "A" attached to and made a part hereof; and

WHEREAS, GRAND SLAM USA-CHICAGO is a leaseholder and D. A. BROWN COMPANY is the holder of legal title to the real estate described in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, ORBIT, GRAND SLAM, and OWNERS desire to reconstruct the Consumers Avenue roadway to provide private parking spaces; and

WHEREAS, the VILLAGE is agreeable to the reconstruction provided that the proposed work is done in accordance with the site plan attached hereto as Exhibit "C", attached hereto and made a part hereof, and other conditions.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree as follows:

1. ORBIT, GRAND SLAM, and OWNERS hereby agree to reconstruct the Consumers Avenue roadway to provide private parking spaces in accordance with the Site Plan (Exhibit "C") and the conditions hereinafter provided.

2. The VILLAGE hereby conditionally agrees to allow said reconstruction work to be done in two (2) phases as described in the attached Exhibit "D". ORBIT, GRAND SLAM USA-CHICAGO, and/or the OWNERS shall submit, before the start of any work, Letters of Credit in a form acceptable to



RETURN TO:
 DIANE GILGENBERG
 VILLAGE OF PALATINE
 200 E. WOOD
 PALATINE, IL. 60067

P.I.N. # 02-24400-015
 02-24-400-013

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the VILLAGE and in the total amount of \$150,000.00 to guarantee the completion of work by September 30, 1995, and to protect against damage of municipal utilities as a result of said work. Said Letters shall be reduced in amount by the VILLAGE upon the satisfactory completion of Phase I improvements.

3. In consideration of this license, ORBIT and GRAND SLAM USA-CHICAGO hereby agree to limit their occupancies, if necessary, to insure that the 190 parking spaces to be provided via this agreement are adequate to serve their patrons. If the VILLAGE receives complaints that the parking spaces are not adequately serving their patrons, ORBIT and GRAND SLAM USA-CHICAGO hereby agree to appear before the VILLAGE Board of Trustees for a show cause hearing to review and propose actions that will be taken to address the complaints to the satisfaction of the VILLAGE.
4. All parties hereby agree that, upon acceptance of this agreement, the VILLAGE shall not be responsible for maintenance (including but not limited to snow plowing and towing) of the portion of Consumers Avenue adjacent to the property described in Exhibits "A" and "B" or of parking facilities or other improvements constructed under this agreement.
5. ORBIT, GRAND SLAM, and OWNERS hereby agree to indemnify the Village from any liability or claim of any nature relating to said licensed work, including damages, costs, attorneys fees, and consultant fees. Said parties also hereby agree to individually provide Certificates of Insurance for general liability in the amounts of one million dollars, naming the VILLAGE as an additional insured and to maintain said insurance in said amounts during the term of this agreement and any extensions thereto.
6. In the event that the OWNERS fail to meet the obligations contained herein to construct, maintain, indemnify, defend, and/or insure the VILLAGE within 120 days after notice of default to Owners, the Village may cure the default and lien the property described in Exhibits "A" and "B" for the amount plus ten percent (10%) for overhead. In the event that the OWNERS fail to pay said amounts to the VILLAGE

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after said notice, the Village shall be entitled to foreclose on the liens, declare this license void and retake possession of the licensed premises.

- 7. A memorandum of this agreement shall be recorded against the properties identified on Exhibits "A", and "B".
- 8. This agreement shall be binding and enforceable for a period of twenty (20) years and shall be extended and/or amended by the mutual consent of both parties or their successors hereto. In the event that any party is no longer a part of this agreement (cancelled lease, selling of property, etc.), that party will be released from continued participation and the new party will assume their obligation.
- 9. This agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed the date first above written.

ORBIT SKATE CENTER, INC.

KAISER INVESTMENTS, LTD.

By: Richard Klotz, President

By: _____

GRAND SLAM USA-CHICAGO

VILLAGE OF PALATINE

By: Richard M. Fisher
PRESIDENT

J.P. Malin
President

D. A. BROWN & COMPANY

ATTEST:

By: Doris Brown

Margaret [Signature]
Village Clerk

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after said notice, the VILLAGE shall be entitled to foreclose on the liens, declare this license void and retake possession of the licensed premises.

7. A memorandum of this agreement shall be recorded against the properties identified on Exhibits "A", and "B".

8. This agreement shall be binding and enforceable for a period of twenty (20) years and shall be extended and/or amended by the mutual consent of both parties or their successors hereto. In the event that any party is no longer a part of this agreement (cancelled lease, selling of property, etc.), that party will be released from continued participation and the new party will assume their obligation.

9. This agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

IT WITNESSES WHEREOF, the undersigned have caused this agreement to be executed the date first above written.

GRAND STATE CENTER, INC.

RAISON INVESTMENTS, LTD.

By: [Signature] President

By: [Signature]
[Signature]
VILLAGE OF PALATKA

GRAND STATE USA-CHICAGO

By: [Signature]
PT SIGNIT

President

D. A. BROWN & COMPANY

ATTORNEY

By: [Signature]

Village Clerk

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EXHIBIT A

LEGAL DESCRIPTION PROPERTY
COMMONLY KNOWN AS
816 SOUTH CONSUMERS AVENUE
PALATINE, ILLINOIS

The North 240.50 feet of the South 508.17 of that part of the South East 1/4 of Section 24, Township 42 North, Range 10 East of the Third Principal Meridian, described as follows:

Beginning at a point in a line drawn 1484.34 feet west of and parallel with the East line of said South East 1/4 which point is a distance of 803.38 feet south of the North line of said South East 1/4; thence South along said parallel line a distance of 1140.93 feet to a point which is a distance of 499.57 feet North of the intersection of said parallel line with the Northerly Right of Way line of North West Highway by Document No. 11113034; thence West perpendicular to the last described parcel line a distance East of 231.40 feet to the East line of Consumers Avenue as shown on plat recorded December 30, 1983, as Document 19010004; thence North along the East line of said Consumers Avenue a distance of 1140.59 feet to the intersection of the said line with a line drawn a distance of 803.38 feet South of and parallel with the North line of said South East 1/4; thence East along said parallel line a distance of 231.40 feet to the point of beginning in Cook County, Illinois.

P.L.N. # 02-24-400-015

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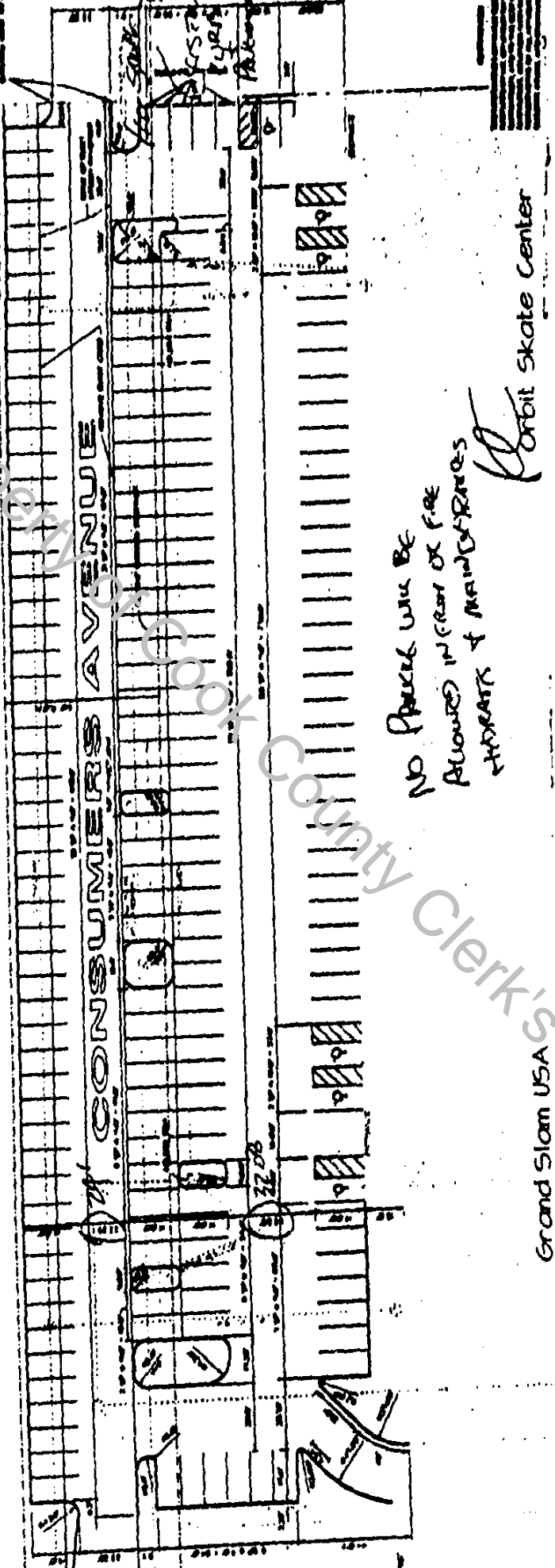
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SPAS 17

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NO PARKING WILL BE
ALLOWED IN FRONT OF FIRE
HYDRANTS & MAIN STAIRWAYS

Orbit Skate Center

Grand Slam USA

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EXHIBIT "C"

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City/Dept.	Palatine	Phone #	394-9248
Phone #		Fax #	394-9455
Fax #	870-1880		

615 CONSUMERS AVENUE • PALATINE, ILLINOIS 60067 • (708) 394-9199

David Fisher
Plan Reviewer
Community Development
Village of Palatine
200 East Wood Street
Palatine, Illinois 60067

Re: 615 and 647 Consumers Avenue

Dear Mr. Fisher,

Thank you for the review of my plans to enlarge the parking for Orbit Skate Center and Grand Slam USA. As requested, I've addressed all of your comments.

I. Comments from the Fire Prevention Bureau:

1. No parking is allowed in front of fire hydrants. Where possible I've exceeded the minimums.
2. No parking is allowed within 25' in front of the entrances and 4' to the sides of the entrances. And the parking to the sides of the entrances is handicapped only.

II. Comments from the Village Engineer:

1. A photometric study was done, and our lighting consultant (Lighting Specialties) found all levels to be well above the minimum .16 footcandles.
2. As per your request, a curb detail with the typical paving and gravel specifications is enclosed.
3. As per your request, where possible, all radius', lengths and widths have been dimensioned.
4. We will submit the proper license agreement when received.

III. Comments from the Planning and Zoning Administrator

1. As requested, typical parking spaces and the width of Consumers Avenue have been dimensioned.
2. The transition is shown on the Proposed Plans to Consumers Avenue. Also, the existing lot has been surveyed and redrawn.
3. A letter of credit will be submitted as soon as it is received by me.
4. The drive at the southeast corner of the lot has been redesigned to be 25 feet wide.
5. The 2' setback has been facilitated through added parking barriers.

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IV. Administrative:

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1. All comments have been addressed, item by item, by this letter.
2. A new permit application will accompany this revision. Our property tax number is 02-24-400-015-000050.
3. The paving and curbing will be subcontracted out. The excavation, fill and grading will be done by myself.
4. As requested I have consulted a licensed engineer in this state (JKL Civil Engineers). He saw no major changes facilitating an engineer's or architect's stamp.

Orbit Skate Center and Grand Slam USA Construction Schedule:

Phase I - Fall 1994

1. Remove curbs to parking lot and Consumers Avenue.
2. Remove sidewalks.
3. Excavate parkways on the east and west sides of Consumers Avenue.
4. Pour new curbs.
5. Adjust manhole.
6. Fill all excavated areas above grade to allow for compaction.

Phase II - Spring/Summer 1995

1. Adjust fill (minimum 6").
2. Asphalt lot to match and within specifications (2").
3. Stripe lot.

Thank you for your comments and assistance. Please call me with any changes or recommendations.

Thanks,

Scott Carter
Orbit Skate Center

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ORBIT SKATE CENTER GRAND SLAM USA - CHICAGO

Estimated Construction Costs Expanded Parking Lot

Excavating, concrete removal (All American Excavating and Topsoil based on 3 day's @ 8 hours per day.)	\$6,850
Concrete curbing and asphalt paving (bid from Trapani Construction)	\$20,000
Crushed Stone fill - approx 40 loads @ \$100	4,000
Landscaping	1,000
Engineering fees	2,050
Contingency 10%	<u>3,400</u>
Total	<u>37,300</u>
Cost to each party	<u>\$9,375</u>

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DWB

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