

LICENSE  
ISSUED BY  
FOREST PRESERVE DISTRICT  
OF COOK COUNTY, ILLINOIS  
536 N. Harlem Avenue  
River Forest, Illinois 60305

The Forest Preserve District of Cook County (hereinafter the "District") hereby grants to:

Kenneth A. Rumph  
(Licensee)

Address 10159 Cermak Road, Westchester, IL 60154

Authority to locate, operate and maintain a paved driveway and parking lot, with right of ingress and egress  
(hereinafter referred to as the "Facilities").

(1) Upon, across, through, or under the following described real estate and according to the plan included herewith, and provision contained herein.

Part of Westchester Woods Forest Preserve, measuring 55 feet by approximately 132.49 feet, lying east of and adjacent to Licensee's property on Cermak Road, shown as "Parcel B" on attached Exhibit "A".

2. **Term.** The term for this license will be ten (10) years, commencing on DEC. 18, 2013, subject to the provisions of paragraph 6 and 7.

3. **Fee.** A onetime up-front fee of \$13,906.26 will be charged for the term of this license. Payment of fee shall be due upon approval by the Board of Commissioners of the District and prior to the issuance of the License.

4. **No Estate in Land.** This instrument creates a License only and Licensee does not hold and shall not claim at any time any interest or estate of any kind or extent whatsoever in the District's property by virtue of this License or the Licensee's use of the District's property. In the event that for any year or partial year following issuance of the License, the taxing authorities of Cook County assess any general real estate taxes against the District, the Licensee or any other party pursuant to the License, including but not limited to any assessment pursuant to 35 ILCS 200/15-60 and 200/9-195, Licensee shall protect, defend, and hold the District harmless from any and all such tax liability and the Licensee shall be responsible for the payment of such taxes when first due and owing and before any penalty attaches.

5. **Plans.** The plans and manner of execution or operation shall meet the approval of and be done to the satisfaction of the General Superintendent of the District or his authorized representative.

6. **Maintenance - Removal.** The Facilities shall be maintained by the Licensee at his sole expense. To the extent the District determines that the facilities must be removed or relocated for operational purposes, such Facilities, except when installed for a fixed period of time by terms of existing ordinance, or by the Board of Forest Preserve District Commissioners, are to be relocated or removed by said Licensee, at the sole cost and expense of said Licensee, upon not less than ninety (90) days written notice to the Licensee at his last known address. In addition, upon expiration of this License, unless timely renewed, Licensee may, at the District's election, be required to remove the Facilities and restore the premises as nearly as reasonably possible to the condition existing prior to such removal. Upon failure of the Licensee to properly maintain said Facilities, or failure to relocate or remove the same upon due notice as aforesaid, the District shall have the right to cause the same to be done, and it is understood and agreed the said Licensee shall reimburse the District for cost or expense of such maintenance, relocation, or removal.

7. **Permits.** The issuance of this License by the District in no way relieves the Licensee from the obligation to apply for and receive, before the commencement of any work, all other licenses or permits required by any Federal, State, or local agency for the construction, operation, and maintenance of the Facilities.
8. **Tree Trimming, Other Alterations.** It is further agreed that no trees, shrubs, or forest growth shall be cut, trimmed or removed nor shall any building or utilities of the District be disturbed without the permission of the General Superintendent of the District or his authorized representative.
9. **Indemnification.** The Licensee hereby indemnifies and agrees to hold harmless and defend the District, its Commissioners, officers, agents, servants and employees from and against any loss, claim, damage or claim for damages, and liabilities, including reasonable attorney's fees, for injuries to all persons and damage to or theft, misappropriation or loss of property occurring in or about the Facilities or District property arising out of the issuance of the License, the Licensee's use or occupancy of the Facilities or from any activity, work or thing done, permitted or suffered by the Licensee in or about the Facilities, including any release of any substance from the Facilities and any violation of environmental or other regulations, or from any breach or default on the part of the Licensee in the performance of any provision of this License or due to any other act or omission of the Licensee or any of its agents, contractors, invitees or employees.
10. **Security During Construction.** All Licensees herein other than (1) Public Utility Companies, (2) the City of Chicago, (3) the State of Illinois, (4) the Federal Government, (5) the County of Cook, Illinois, (6) the Metropolitan Water Reclamation District of Greater Chicago, (7) a Department of the foregoing, or (8) another unit of local government shall in accordance with Section 6-1-2 and 6-1-3 of the Official Code of the Forest Preserve District (the "Code") deposit a Certified or a Cashier's Check drawn to the order of the said District in the amount of N/A (\$) to be held as a guaranty that all the conditions and provisions prescribed herein with respect to restoration of the premises to their former condition after construction shall be complied with. All such Licensees shall also furnish the District with a CERTIFICATE OF INSURANCE prepared by said Licensee's liability insurance carrier, satisfactory to said District and covering construction operations. In the event the INSURANCE is deemed unsatisfactory by the District, the Licensee shall upon request furnish the District with a SURETY BOND in accordance with Section 6-1-3 of the District Code in the amount of N/A (\$) (When amount is omitted Insurance Certificate is accepted and Surety Bond is not required).
11. **Bonding by Independent Contractor.** It is further understood that if the Licensee herein elects to construct, operate, or maintain the Facilities through the services of an independent contractor, then the Licensee shall require the said independent contractor to deposit with the District a Certified or Cashier's Check all as hereinbefore outlined under Provision 10 in the amount of \$75,000 (\$) and shall furnish the District with a **CERTIFICATE OF INSURANCE** prepared by said Independent Contractor's liability insurance carrier, satisfactory to said District and covering construction operations.
12. **Insurance; Minimum Coverage.** Licensee or its Independent Contractor at its sole cost and expense shall purchase and maintain in full force and effect during construction the following minimum insurance coverage: (i) comprehensive general public liability insurance (including contractual liability insurance covering Licensee's indemnification obligations hereunder) in an amount not less than \$3,000,000.00 per occurrence for bodily injury or death and \$1,000,000.00 for property damage; comprehensive automobile liability insurance in the same amounts as the comprehensive general public liability coverage; and worker's compensation insurance and employer's liability insurance with limits of not less than \$500,000.00. All such policies of insurance (except worker's compensation) shall name the Forest Preserve District of Cook County, its commissioners, officers, agents, and employees as additional insureds and shall provide that the District shall be notified ten (10) days prior to any change or cancellation of the policy.
13. **Construction Operations.** All construction operations, vehicle movements and material storage shall take place within the width required for construction. If temporary fencing is required all operations shall take place within said fenced area. All surplus excavated material, trees or stumps removed, and any other debris resulting from construction shall be disposed of off of District property. All ditches shall be restored back to their original contours. Underground utilities to be crossed or paralleled shall be located by the owner of the facility upon request of the contractor. Contractor shall give 48 hours notice prior to construction to facility owners. Contractor at his expense shall expose by hand any underground facility to be crossed prior to the use of any machinery. In the case of trenching, all trenches will be backfilled and mechanically compacted before topsoil is placed over trench.
14. **Temporary Fencing.** All temporary fencing required shall be installed prior to the commencement of any construction operations. All fencing shall be maintained in place throughout construction and shall be repaired as needed by the Licensee or its independent contractor. All fencing is to remain in place until after restoration has been completed. After

acceptance of restoration by the District all temporary fencing shall be removed from the site and disposed of off District property at the sole expense of the Licensee or its independent contractor.

15. **Manhole Covers.** All manhole covers installed on Forest Preserve District property shall be of a type that either bolt down or incorporate some type of locking device. All manhole covers shall be set flush with the final grade.

16. **Restoration After Construction.** All areas disturbed by construction operations shall be top-dressed after final settlement with topsoil to a depth of six (6) inches, cultivated, fine graded, seeded and mulched as directed by the District.

The contractor shall furnish approved topsoil to insure a six (6) inch coverage over the area disturbed by construction.

The seeding and mulching proportions and amounts shall be per the District's requirements.

Seeding shall take place only before May 15 and between August 1 and October 15th except when authorized otherwise by the District in writing. Deliver seed tags to the Planning and Development Department at the FPD General Headquarters in River Forest, Illinois.

All materials must meet the approval of the District's Landscape Architect.

17. **Notations on Plans.** All notations, as indicated on the plan marked Exhibit "A", are part of this License.

18. **Tree Mitigation.** Licensee acknowledges that no live trees will be removed from District property as part of this project. As such, no compensation for tree removal will be required.

19. **License not Assignable.** This License is not assignable or transferable without prior written consent of the District. Any such assignment made without prior written consent shall be null and void and shall have no force or effect and shall entitle the District to terminate this License.

20. **Prior Notice.** Licensee shall give forty-eight (48) hours prior notice to the General Superintendent of the District, or his authorized representative, before starting any of the aforesaid work.

21. **Effective Date.** This License shall become effective only when all requirements of Section 10 and 11, when applicable, and Additional Provisions 22 through 26 are completed by the Licensee and this License has been fully executed and delivered to Licensee.

#### **Additional Provisions.**

22. Licensee, in an effort to benefit Cook County citizens and the District alike, will deed to the District approximately 7,560 square feet of land, shown as "Parcel A" on attached Exhibit "A".

23. Licensee will have prepared at its expense, and provide to the district, a staked boundary survey in accordance with Illinois Minimum Standards of Practice, to support the license and transfer deed to the District. Said survey will include staked corners, legal descriptions, and boundaries for Parcels A, B, and C as shown on attached Exhibit "A". Upon its completion and acceptance by the District, the survey, and the legal descriptions and boundaries shown thereon, will replace and supersede the attached Exhibit "A".

24. Licensee agrees to grant a Right of First Refusal and Purchase Option to the District for the remainder property, shown as "Parcel C" on the attached Exhibit "A", as agreed to in document attached hereto as Exhibit B.

25. Licensee will excavate the existing asphalt pavement and base, back fill and seed, as provided for in Section 16 of this license, the land being deeded to the District, shown as "Parcel A" on attached Exhibit "A".

26. Licensee will install precast concrete wheel stops on the east and south sides of its property and along the east side of license Parcel "B" as shown on attached Exhibit "A". The wheel stops will have a minimum height of 6 inches and be anchored with two #6 by 24 inches long minimum rebar or similar as approved by the District. Moreover, Licensee agrees to covenant and agree that any unauthorized intrusion upon District property by Licensee or Eden Lanes owners, employees or agents will be automatic grounds for the District to cancel and rescind the license.

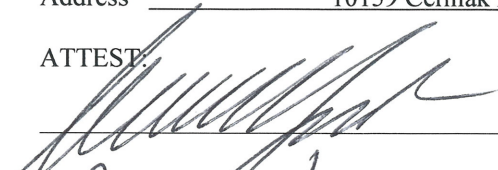
27. Licensee shall complete all Additional Provisions, as listed in paragraphs 22 through 26 of this License, within ninety (90) days of approval by the Board of Commissioners of the District. Failure to complete said Additional Provisions without prior written approval from the District will be automatic grounds for the District to cancel and rescind the license.

License accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_


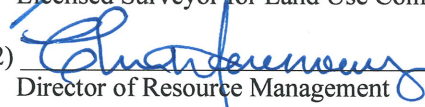


Name of Licensee Kenneth A. Rumph

Address 10159 Cermak Road, Westchester, IL 60154


ATTEST:

 By \_\_\_\_\_  
President / RACK CO-DBA EDEN LANDS  
(Title) (Title)

RECOMMENDED:

- (1)  \_\_\_\_\_  
Licensed Surveyor for Land Use Compliance
- (2)  \_\_\_\_\_  
Director of Resource Management
- (3)  \_\_\_\_\_  
Director of Planning and Development
- (4)  \_\_\_\_\_  
Chief Attorney

RECOMMENDED for signature by President on this date, December 18, 2013

 \_\_\_\_\_  
General Superintendent

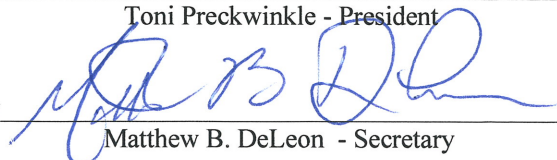
IN WITNESS WHEREOF the said Forest Preserve District of Cook County, Illinois has caused its name to be signed to these presents by its President and attested by its Secretary with its Corporate Seal affixed this 18th day of December, 2013.

FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS

(SEAL)

By  \_\_\_\_\_  
Toni Preckwinkle - President

ATTEST:

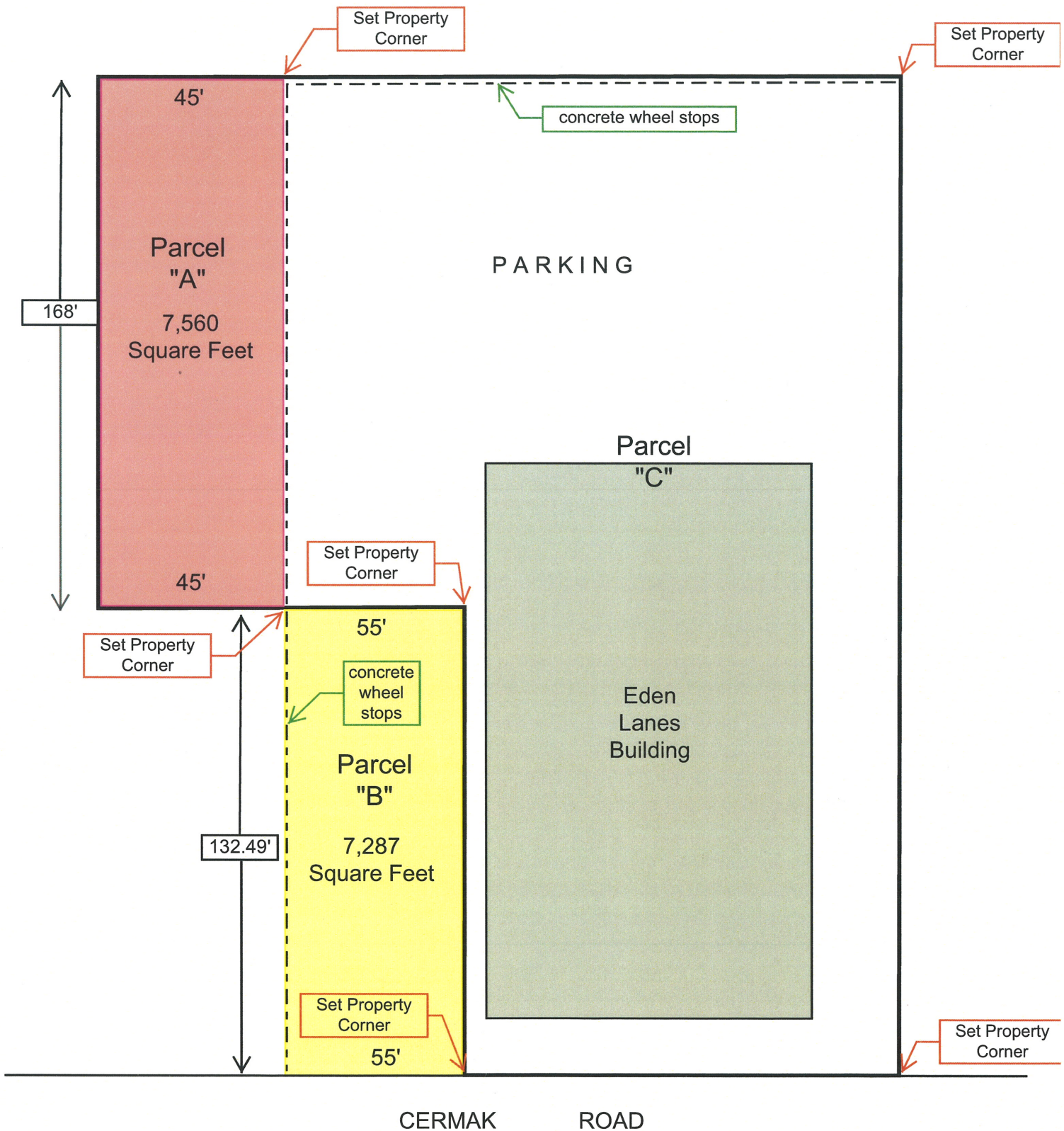
By  \_\_\_\_\_  
Matthew B. DeLeon - Secretary

# Exhibit A

Parcel "A" - Approximately  $168' \times 45' = 7,560$  Square Feet to be deeded to the District

Parcel "B" - Approximately  $132.5' \times 55' = 7,287$  Square Feet License Area

Parcel "C" - remainder area - right of first refusal held by the District



**EXHIBIT B TO LICENSE AGREEMENT**

**RIGHT OF FIRST REFUSAL AND PURCHASE OPTION**

This Rider dated this 18<sup>th</sup> day of December, 2013 (the "Rider") sets forth certain terms which shall be deemed to be incorporated into that certain License Agreement dated this 18<sup>th</sup> day of December, 2013 (the "License") by and between Kenneth A. Rumph, doing business as Eden Lanes Bowling ("Licensee") and The Forest Preserve District of Cook County ("Licensor"). Collectively, Licensor and Licensee shall be deemed the "Parties". In the event of any conflicts or inconsistencies between the terms of this Rider and the terms of the License, the terms of this Rider shall control.

**RECITALS**

WHEREAS, Licensor and Licensee have entered into a License for the purpose of allowing Licensee to utilize 7,287 square feet, shown as Parcel "B" on Exhibit "A" attached hereto, currently owned by Licensor, as a parking lot and driveway in connection with Licensee's operation of a bowling alley and lounge on land located at 10159 W. Cermak Road, Westchester, IL, shown as Parcel "C" on said Exhibit "A", currently owned by Licensee (the "Bowling Alley Property");

WHEREAS, in the event Licensee ever desires to sell the Bowling Alley Property, Licensor desires to purchase the Bowling Alley Property.

Now, therefore in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**1.0 Right of First Refusal.** In the event that the Licensee shall receive a Bona Fide Offer (defined below) to purchase the Bowling Alley Property at any time and from time to time on or after the date hereof, from any person or entity, Licensee shall so notify Licensor of the Bona Fide Offer and provide Licensor with a true and correct copy of said Bona Fide Offer. For purposes hereof, a "Bona Fide Offer" shall be deemed to be one made in writing by a person or entity that the Licensee intends to accept (subject to this Article). Licensor may, at Licensor's option and within fourteen (14) business days after receipt of Licensee's notice of said Bona Fide Offer and receipt of a copy thereof, offer to purchase the Bowling Alley Property at the price and upon the terms and conditions as are contained in said Bona Fide Offer, in which event, Licensee shall sell the Bowling Alley Property to Licensor upon said terms and conditions and said price. In such event, the Licensee shall convey the Bowling Alley Property to Licensor within ninety (90) days of the date Licensor exercises its right of first refusal and agrees to purchase the Bowling Alley Property upon the terms and conditions of the Bona Fide Offer. Licensee covenants that it shall accept no such Bona Fide Offer or convey the Bowling Alley Property until it has complied with the terms of this Article. Any conveyance of the Bowling Alley Property made in the absence of full satisfaction of this Article shall be void.

**2.0 Exclusive/Good Faith Purchase/Sale Negotiation .** Provided Licensee has not received a Bona Fide Offer from an independent third party, at any time and from time to time on or after the date hereof, if Licensee advises Licensor that it desires to sell the Bowling Alley Property, Licensee shall negotiate exclusively and in good faith with Licensor regarding the purchase/sale of the Bowling Alley Property. The Parties agree, in consideration of the License Agreement, to negotiate in good faith with each other with respect to the terms and conditions of the proposed purchase/sale of the Bowling Alley Property. Each party shall be responsible for its own attorneys' fees.

**2.1 Period of Exclusive Negotiation.** The Exclusive Negotiation Period shall be triggered by written notice from Licensee of its desire to sell the Bowling Alley Property (the "**Exclusive Negotiation Trigger Date**"). The Parties agree to negotiate in good faith for a period of one-hundred eighty (180) days (the "**Negotiation Period**") from the Exclusive Negotiation Trigger Date (the "**Expiration Date**").

**2.2 Contingencies.** During the Negotiation Period, Licensor shall conduct such tests, surveys, and other analyses as the Licensor deems necessary to determine the feasibility and desirability of acquiring the Bowling Alley Property and shall complete such tests, surveys, and other analyses as promptly as possible within the Negotiation Period. For these purposes, Licensee shall provide to Licensor, its agents, and representatives, the right to enter onto the Bowling Alley Property and to conduct such tests, surveys, and other procedures desired by Licensor ("Tests").

**2.3 Closing.** If the Parties reach an agreement with respect to the purchase/sale of the Bowling Alley Property within the Negotiation Period, the closing of the purchase ("Closing Date") shall occur within ninety (90) days of the date such an agreement is reached. The closing shall occur at a location subsequently agreed to by the Licensee and Licensor. At Closing, Licensee shall convey marketable fee-simple title in the Bowling Alley Property to Licensor by general or special warranty deed.

**3. Broker's Fees.** The Parties represent and warrant to each other that no broker or finder has been engaged or is in any way connected with the transactions contemplated by this Agreement. In the event any claim for brokers' or finders' fees is made in connection with the transactions contemplated by this Agreement, the Party upon whose statement, representation or agreement the claim is made shall indemnify, save harmless and defend the other Parties from and against such claims.

**4. Entire Agreement.** The entire agreement of the parties is set forth in this Rider and in the License. No prior agreement or understanding with respect to the License or this Rider shall be valid or of any force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Rider to the License as of the date set forth above.

LICENSEE:

KENNETH A. RUMPH

By: 

Kenneth A. Rumph

LICENSOR:

FOREST PRESERVE DISTRICT OF COOK COUNTY

By: 

Arnold Randall, General Superintendent



## License Fee Calculation

License No. 1726

Length	X	Width	=	Square Ft	=	Acres
132.49	X	55	=	7,287	=	0.1673
<b>Cost/Acre</b>						
\$64,000.00	X		=	0.1673	=	\$10,706.26
			=	YELAR	=	\$3,200.00
			=	Application Fee*	=	\$0.00
			=	<b>Total Fee</b>	=	<b>\$13,906.26</b>

\*Application Fee of \$1,000.00 paid September 12, 2011

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### Appendix A Cost per Acre, Minimum License Fee, and YELAR Program Fee

Year	Cost per Acre	Minimum Fee	YELAR Program Fee
2010	\$60,000.00	\$3,000.00	\$3,000.00
2011	\$62,000.00	\$3,100.00	\$3,100.00
2012	\$64,000.00	\$3,200.00	\$3,200.00
2013	\$66,000.00	\$3,300.00	\$3,300.00
2014	\$68,000.00	\$3,400.00	\$3,400.00