

**LICENSE AGREEMENT
FOR THE USE OF
CITY OF AURORA PROPERTY FOR AN OUTDOOR DINING AREA ON A PORTION
OF 26 NORTH RIVER STREET**

This License Agreement (“Agreement”) has been entered into this ___ day of _____ 2026, by and between the City of Aurora, an Illinois home rule municipal corporation (the “Municipality” or “Licensor”) and River Street Italian, Inc, an Illinois limited liability company (the “Licensee”), The Municipality and the Licensee are at times herein referred to collectively as the “Parties”.

WHEREAS, the Municipality is the owner of certain property that is known as 26 North River Street located within the corporate boundaries of and controlled by the Municipality; and

WHEREAS, the building at 12 North River Street is landlocked because the building immediately abuts the property northern property line; and

WHEREAS, the Municipality is the owner of the property known as 26 North River Street in Aurora, Illinois (the “Licensee Property”) which is adjacent to the City-owned property as shown on the map attached hereto as **Exhibit “A”** and made a part hereof; and

WHEREAS, the Licensee intends to use a portion of City property for the purpose of creating an outdoor dining area, stairs and a ramp, as shown on **Exhibit “B”** attached hereto and made a part hereof (the “Licensed Area”); and

WHEREAS, the Municipality and Licensee have entered into that certain Redevelopment Agreement for the Redevelopment of the Licensee Property, dated as of _____, 2025 (the “RDA”) to which this License Agreement is attached as **Exhibit “F”**; and

NOW, THEREFORE, pursuant to the terms of this Agreement and the RDA, the Municipality grants to Licensee a license to construct a City approved outdoor dining area including stairs and a ramp upon the Licensed Area in accordance with the following terms and conditions:

Section 1. Term, License Fee, and Security Deposit. Subject to the other provisions below, the Licensee may use the Licensed Area in accordance with the terms of this Agreement from the Effective Date (defined below at Section 22) until (i) the expiration of the Municipal Permits as described in Section 15 hereof, or (ii) this Agreement is terminated pursuant to the terms of Section 18 hereof. Licensor has the right to terminate this Agreement, in whole or in part, for any reason by providing Licensee with thirty (30) day written notice specifying the termination date.

Every year, on or before May 1st, as long as this License Agreement is in effect, Licensee shall pay a License Fee for the use and occupancy of the Premises, fixed License Fee during the term of this Agreement or until terminated, without notice or demand, and without deduction or set-off of any kind other than as provided for herein, as follows: **Five Hundred Dollars (\$500.00)** per year (“License Fee”), payable to the “City of Aurora,” to be delivered to the City’s Revenue

& Collections Manager at Licensor's address stated above or such other address as Licensor may designate in writing.

Interest On Late License Fee Payments: Each and every installment of License Fee and additional amounts herein specified which shall not be paid **WITHIN 10 DAYS OF ITS DUE DATE** shall bear interest at the rate of eighteen percent per (18%) annum from the date when the same is payable under the terms of this Agreement until the same shall be paid.

Upon the execution of this Agreement, Licensee agrees to deposit with Licensor the sum of **Ten Thousand Dollars (\$10,000.00)** to be held as a Security Deposit to secure the faithful performance of each and every provision of this Agreement. If Licensee defaults with respect to any provision of this Agreement, including, but not limited to, the payment of the License Fee, Licensor may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any License Fee or any other sum in default, or for the payment of any amount which Licensor may spend or become obligated to spend by reason of Licensee's default, or to compensate Licensor for any other loss or damage which Licensor may suffer by reason of Licensee's default. If any portion of said Security Deposit is so used or applied, Licensee shall, within five (5) days after written demand therefore, deposit cash with Licensor in an amount sufficient to restore the Security Deposit to its original amount and Licensee's failure to do so shall be a default under this Agreement. On termination of this Agreement and full payment of all amounts due and performance of all of Licensee's covenants and agreements, the Security Deposit shall be returned to Licensee. The Licensor shall not be required to keep the Security Deposit separate from its general funds, shall be entitled to retain any interest earned on the Security Deposit and is not obligated to pay such accrued interest to the Licensee. The Licensee agrees that no portion of the Security Deposit shall be used by Licensee to pay any portion of the License Fee.

Section 2. Condition of Premises. The Licensee accepts the Licensed Area in its existing condition as of the Effective Date of this Agreement. The Licensee acknowledges that it has inspected the Licensed Area and acknowledges that it is in good condition. The Municipality makes no representations or warranty with respect to the condition of the Licensed Area. Licensee acknowledges that the Municipality has made no representations or promises to Licensee to repair, alter, repave or otherwise improve the condition of the Licensed Area, other than those site preparations set forth in **Exhibit "C"** attached hereto and made a part hereof (the "Site Preparations"), which are necessary to accommodate the Permitted Use (defined below).

Section 3. Use, Compliance with Laws and Conditions of Operation. Prior to any use of the Licensed Area, to Licensor's satisfaction, Licensee will repave the entire proposed area from the sidewalk to the end of the building. The Licensee shall be permitted to use the Licensed Area for outdoor dining services and related entertainment (the "Permitted Use"). Furthermore, Licensee shall be permitted to place, construct and install fixtures (railings, barriers, etc.) associated with the Permitted Use and shown on **Exhibit "D"** attached hereto and made a part hereof (the "Dining Fixtures"). Licensee's use and improvement of the Licensed Area is contingent upon its continuing compliance with all statutes, ordinances, requirements and laws including, without limitation, the requirements of Chapter 6, Section 6-13(g) of the Aurora City Code related to outdoor seating areas serving alcohol. In addition, Licensee, at its own cost, agrees to the following conditions of use:

- a) The hours of operation for the outside dining area shall be consistent with the hours of operation inside the restaurant.
- b) Tables, chairs, and any other objects provided in the outdoor dining area shall be of good quality and of a durable material such as wood or metal. The design, materials and workmanship of these items should ensure the safety and convenience of the users and enhance the visual and aesthetic quality of the outdoor area.
- c) No table umbrella or other outdoor fixture shall be placed outside of the licensed area.
- d) The Licensee shall clean the entire outdoor dining area and all other adjacent landscaped and sidewalk areas by removing debris, trash, sweeping and washing down the area each day. The cleaning shall be conducted as frequently each day as necessary to prevent debris and trash from being blown or scattered onto other properties. A thorough sweeping and cleaning shall be conducted at the close of business each day.
- e) All elements of the structure should be kept in good condition by the Licensee. The Licensee, not the Municipality, shall be responsible for all maintenance, repair and upkeep of all structures constructed within the Licensed Area by the Licensee.

Section 4. Care, Maintenance and Restoration of Premises. Licensee shall, at its own expense and at all times, be responsible for maintaining the Licensed Area in good condition, and in compliance with all statutes, ordinances, requirements and laws. Upon termination of this Agreement, and at the Municipality's discretion, Licensee shall return the Licensed Area free of debris, ordinary wear and use by the public and the Municipality excepted. Notwithstanding the foregoing to the contrary, if there is a further agreement between the Municipality and the Licensee to retain any improvements, the Dining Fixtures, retaining wall, gate and fenced enclosure, than those items shall be permitted to remain (the "Accepted Improvements").

Section 5. Interference. Licensee represents and warrants that its use of the Licensed Area shall not interfere in any way with the use of the remaining public area owned by the Municipality. Licensee shall not utilize or occupy any area other than the Licensed Area. The Municipality represents and warrants that it will use best efforts, on any entry onto the Licensed Area, to not unreasonably interrupt or interfere with Licensee's use of the Licensed Area, which may include scheduling entry outside of Licensee's business hours.

Section 6. Assignment. This Agreement may not be assigned by Licensee without the prior written consent of the Municipality, other than to a successor owner or operator of the Licensee Property. In the event of Licensee's unauthorized assignment, this Agreement shall immediately terminate. Notwithstanding the foregoing, Licensee, without the Municipality's consent but with notice to the Municipality, may collaterally assign this Agreement and the License to any lender providing either construction or permanent financing to Licensee for the Licensee Property.

Section 7. Entry and Inspection. Licensee shall permit the Municipality and the Municipality's agents to enter upon the Licensed Area at any time, with 24-hours' notice to Licensee, for the purpose of inspecting the Licensed Area for compliance with the terms of this

Agreement. Nevertheless, in the case of an emergency, the City shall be permitted immediate access to the Licensed Area.

Section 8. Release, Hold Harmless and Indemnification. Licensee agrees as follows:

- A. **Release Of Claims:** Licensee agrees to waive and relinquish any and all claims, demands or causes of action of any kind, including but not limited to death, damages, or economic and non-economic damages or losses, that it or its members, officers, employees, volunteers, customers and agents may have against the Municipality and its officers, appointed and elected officials, employees, agents, attorneys, engineers and volunteers (together the “Municipal Parties”) arising out of, connected with or in any way associated with Licensee’s use of the Licensed Area, except in the event of gross negligence or the willful acts or omissions of the Municipal Parties.
- B. **Risk Of Injury:** Licensee assumes the full risk of injuries, death, damages or losses of any kind which it or its employees, customers or members of the public may sustain in any way in, on or about the Licensed Area or the pergola or outdoor seating area pursuant to Licensee’s use of the Licensed Area, except in the event that such injuries, death or damage is the consequence of the grossly negligent or willful acts or omissions of the Municipal Parties.

Section 9. Insurance. During the Term of this Agreement, Licensee agrees to have the Municipal Parties named as additional insureds on its insurance policies related to its use of the Licensed Area for the Permitted Use Such insurance policies shall include following types of insurance, written on the comprehensive form and as an “occurrence” policy, in not less than the following amounts (collectively the “Insurance Policies”):

- a. Comprehensive General Liability (\$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate).
- b. Umbrella Coverage (\$2,000,000.00 per occurrence and \$2,000,000.00 in general aggregate).
- c. Workers Compensation – Statutory.
- d. Dram Shop Coverage – Statutory (or at least \$1,000,000.00 minimum limit).

Licensee shall, by or before the Effective Date, provide the Municipality with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A:VII rating by the most recent “AM Best Insurance Rating Guide.” Copies of the insurance certificate(s) shall be attached as **Exhibit “E”**. Said certificates shall list the Municipality and its officers, appointed and elected officials, employees, attorneys, engineers, volunteers and agents as additional insureds on all required insurance policies as follows: “THE MUNICIPALITY AND ITS FORMER, CURRENT AND FUTURE APPOINTED AND ELECTED OFFICIALS, EMPLOYEES, ATTORNEYS, ENGINEERS, AGENTS AND VOLUNTEERS ARE AN ADDITIONAL INSURED, ON A PRIMARY AND NON-CONTRIBUTORY BASIS UNDER THE INSURED’S POLICIES, WITH REGARDS TO THE

USE OF LICENSED PUBLIC PROPERTY.” The insurance coverage of Licensee shall be primary to the Municipality’s own insurance. The certificates shall provide for a thirty (30) day written notice to the Municipality in the event of cancellation or material change of coverage.

Section 10. Additional Alterations. Licensee shall not, make any alterations, additions or improvements to the Licensed Area without first obtaining the prior written consent of the Municipality.

Section 11. Default. Each of the following acts or omissions of Licensee or occurrences shall constitute an “Event of Default”:

- a. Failure or refusal by Licensee to comply with any of the obligations of Licensee set forth in this Agreement or the Aurora City Code, including failure to pay any fee or charge owed to the Municipality when due, subject to the terms of Section 12 herein; or
- b. Closure of the Business for any reason for more than a consecutive fourteen (14) day period, other than for remodeling and except in the event that the Licensee Property or the Licensed Area are damaged by fire or other insured casualty.

Section 12. Municipality’s Remedies on Default. If Licensee defaults in the performing of any of the other covenants or conditions hereof, or upon the occurrence of any Event of Default as set forth in Section 11 herein, the Municipality shall give Licensee notice of such default, and if Licensee does not cure any such default within seven (7) calendar days after the giving of such notice (or if such default is of such nature that it cannot be completely cured within such period, if Licensee does not commence such curing within seven (7) calendar days and thereafter proceeds with reasonable diligence and in good faith to cure such), then the Municipality may terminate this Agreement. Upon termination of this Agreement, Licensee shall quit and surrender the Licensed Area to the Municipality. Where other provisions of this Agreement call for a different notice period or for an immediate termination of the License under certain specified circumstances, the time limitations in those provisions shall control over this Section.

Section 13. Non-Waiver. Failure by Licensee or the Municipality to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Licensee and the Municipality shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

Section 14. Attorney’s Fees. In case suit should be brought by either party for recovery of the Licensed Area, enforcement of the terms of this Agreement or because of any act, which may arise out of the possession of the Licensed Area, the prevailing party shall be entitled to all litigation costs incurred in connection with such action, including reasonable attorneys’ fees and expenses and consultant and witness fees and expenses.

Section 15. Option to Renew. This License shall be in effect for a period of one (1) year from the Effective Date, and automatically renew annually and continue until such time as (i) the Licensee Property is no longer occupied and used for the Permitted Use, (ii) Licensee fails to

renew or obtain all licenses and permits required by the Municipality to operate the Permitted Use (the “Municipal Permits”) and fails to renew or obtain the same within seven (7) calendar days of receipt of written notice from the Municipality, or (iii) this License is terminated pursuant to Section 18 hereof (the “Term”).

Licensor has the right to terminate this Agreement, in whole or in part, for any reason by providing Licensee with thirty (30) day written notice specifying the termination date.

Section 16. Notices. Any notice which the Municipality or the Licensee may be required or is required to give shall be given by hand delivery or mailing the same, by United States Registered or Certified Mail, postage prepaid, to:

to	to CITY	with a Copy to:
	Mayor’s Office	Corporation Counsel
	City of Aurora	City of Aurora
	44 E. Downer Place	44 E. Downer Place
	Aurora, IL 60507	Aurora, IL 60507

Section 17. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 18. Right to Terminate. Licensor has the right to terminate this Agreement, in whole or in part, for any reason by providing Licensee with thirty (30) day written notice specifying the termination date.

In the event of a termination of this Agreement, within ten (10) days of termination, at no cost to the Licensor, Licensee agrees to vacate the Licensed Area free of debris, ordinary wear and tear excepted, as required by Section 4, and return the Licensed Area to an asphalt pad. After ten (10) days, if Licensee has failed to return the Licensed Area to an asphalt pad, the Licensor may utilize any Security Deposit to pay for the removal and asphalt pad.

If the Municipal Permits are revoked or otherwise terminated for any reason, this Agreement shall terminate automatically upon such revocation or termination.

Section 19. Venue. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Kane County, Illinois and the Parties consent to the personal jurisdiction of said Court for any such action or proceeding. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

Section 20. Complete Defense. It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Municipality as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by the Licensee, Business or by a third party in connection with or on account of any of the matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

Section 21. Authority to Bind. The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.

Section 22. Effective Date. This Agreement shall become effective upon the date of execution by the Mayor of Municipality and the Licensee, which date shall be inserted on page 1 hereof.

Section 23. Authorization. Each Party has full right, power and authority to enter into this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement shall not, nor shall the observance or performance of any of the matters and things herein set forth, violate or contravene any provision of law or of the charter or by-laws of either such Party or of any indenture or other agreement of or affecting either Party. All necessary and appropriate action has been taken on the part of each Party to authorize the execution and delivery of this Agreement. This Agreement is the valid and binding agreement of each Party in accordance with its terms.

Section 24. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

Section 25. Payment of Real Estate Taxes. Although the Premises may presently be exempt, or Licensor may petition for tax exempt status for the Premises, in accordance with 35 ILCS 200/15-60, the leasehold interest in the Premises acquired by the Licensee shall be subject to real estate property taxes pursuant to 35 ILCS 200/9-195. Licensee acknowledges that all real estate property taxes assessed against the Premises during and throughout the Term hereof, starting with the Agreement Execution Date and for the duration of this Agreement, including any Extension Term, are the ultimate responsibility of Licensee. The obligation for payment of real estate property taxes is in addition to the License Fee above specified. Tax bills will continue to come to the Licensor. The real estate taxes on the Premises shall be the actual taxes included in the tax statement on the leasehold interest. Licensor shall provide Licensee with proof of payment of each real estate property tax installment within ten (10) business days of the date payment is made. Licensee shall then have ten (10) days to reimburse the City in the amount of the installment paid. Failure to pay said taxes when due shall be considered a default and shall be grounds for termination of this Lease. In addition, if Licensee fails to reimburse the real estate property taxes in a timely manner, the Licensor, at its option, may charge the Lessee the amount of the taxes paid plus all fees and expenses incurred by Licensor relative to their payment and collection, including all attorney's fees and costs, as well as an administration fee of not less than Seven Hundred and Fifty Dollars (\$750.00).

Licensee may, at its option and after having paid when due the real estate property taxes as provided in this Section, contest the taxes for the Premises with the applicable taxing body. Licensors shall execute such reasonable documents as requested by Licensee in any tax proceeding. However, in no case shall Licensor be forced to incur any costs or fees with regard to its review or execution of documents. Any costs or fees Licensor may be asked, and chooses to incur (including reasonable attorneys' fees) shall be an additional License Fee and reimbursed by Licensee within fifteen (15) days after Licensor's written request of reimbursement. Licensee shall provide Lessor a copy of all correspondence to and from the applicable taxing body within fifteen (15) days of receipt, including, without limitation, the reduced assessment amount.

Payment of all other taxes, Licensee shall be responsible for and shall pay before delinquent all federal, state, county and municipal taxes coming due during or after the term of this Agreement against Licensee's leasehold interest in this Agreement or against personal property of any kind owned or placed in, upon or about the Premises by Licensee.

Space Intentionally Left Blank – Signatures Follow

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the last signatory below, which date shall be inserted on page 1 of this Agreement.

LICENSOR:

CITY OF AURORA,

By: _____
John Laesch, Mayor

Attest: _____
Jennifer Stallings, City Clerk

Date: _____, 2026

LICENSEE:

River Street Italian, Inc
an Illinois limited liability company

By: *Harish Ananthapadmanabhan*
Harish Ananthapadmanabhan, Managing Partner

Attest: Jay Pudukollu
Jay Pudukollu, Managing Partner

Date: _____, 2026

Exhibit "A"
Map of Licensee Property



EXHIBIT A:
LICENSEE PROPERTY

-  LICENSEE PROPERTY (NOTE - ONLY A PORTION WILL BE LICENSED)
-  CITY OF AURORA OWNED PROPERTIES

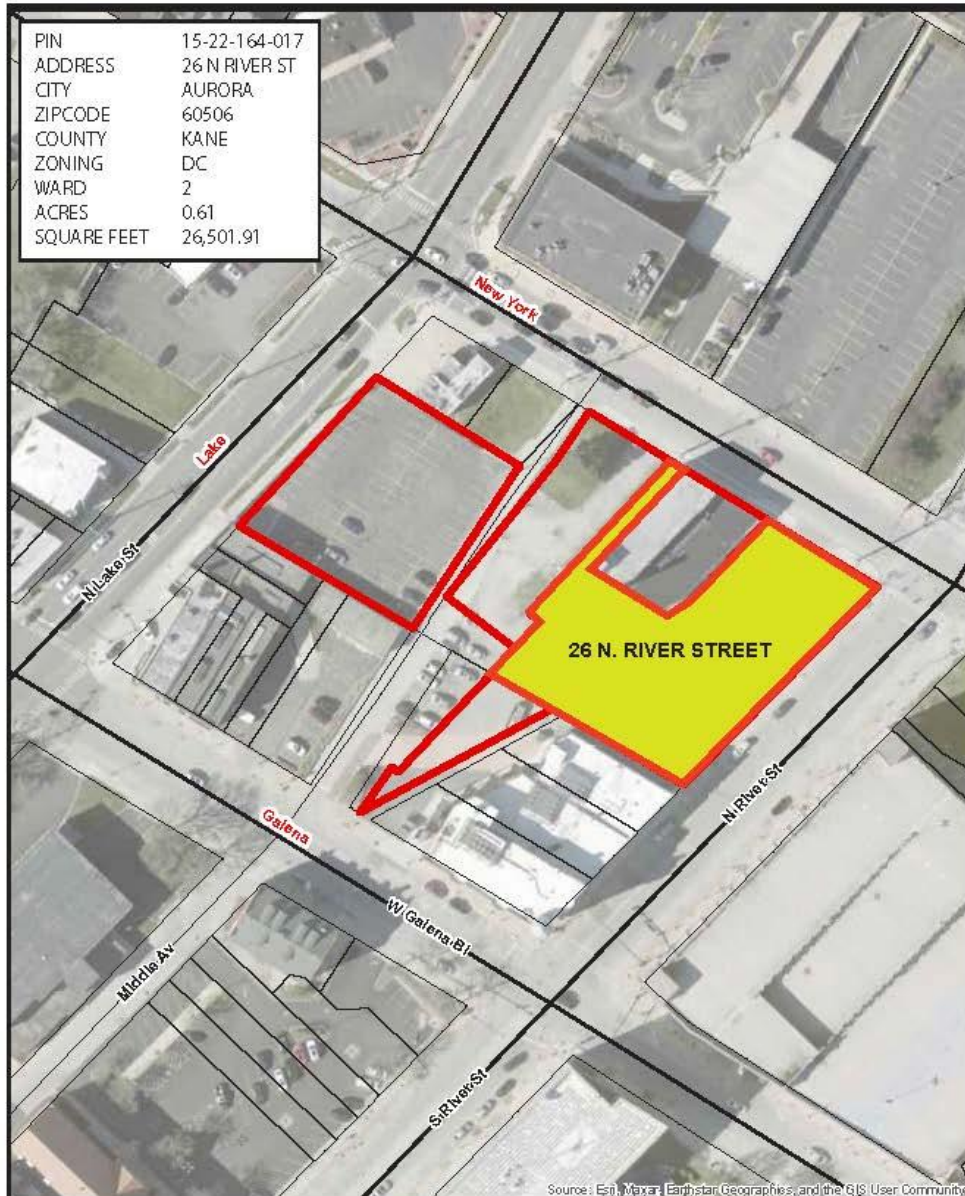
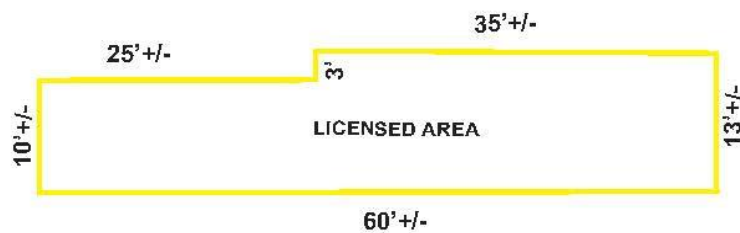


Exhibit "B"
Map of the Licensed Area



EXHIBIT B:
LICENSED AREA



Including pavement and re-pavement work as required by the License Agreement.

Exhibit "C"
Site Preparations



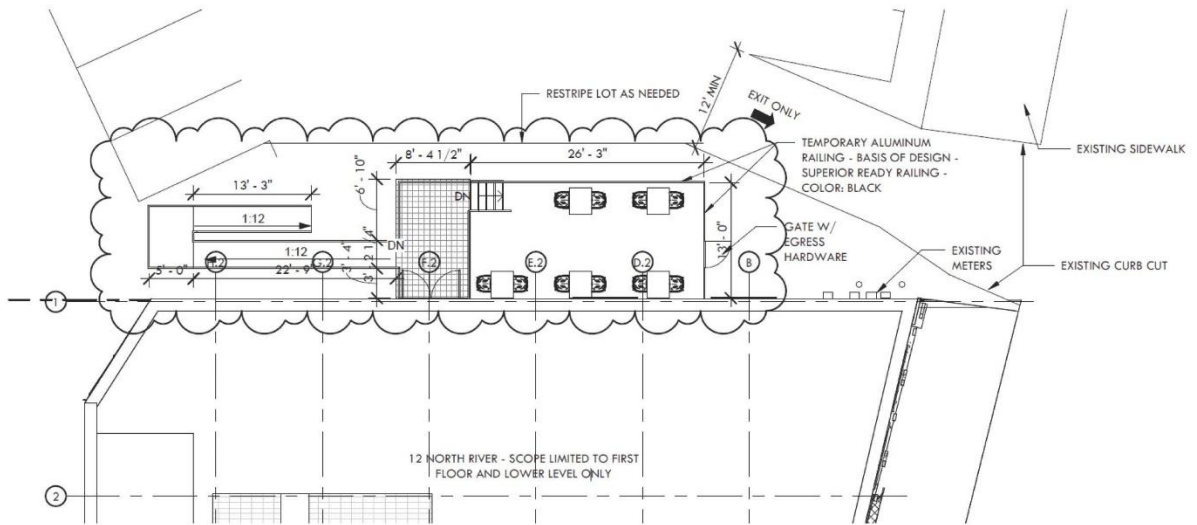
**EXHIBIT C:
SITE PREPARATIONS**



Exhibit "D" Fixture Details



EXHIBIT D: FIXTURE DETAILS



NEW STAIR PORTION OF THE PROJECT

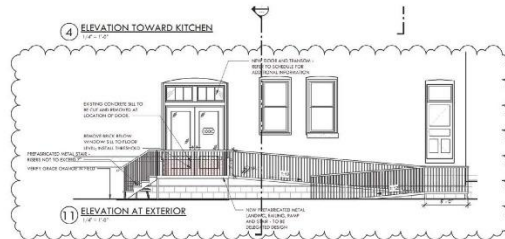


Exhibit “E”
Certificate of Insurance

Exhibit “F”
Redevelopment Agreement