

**MINUTES OF THE REGULAR MEETING  
OF THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF BARRINGTON  
Monday, June 26, 2017**

**CALL TO ORDER**

The Regular Meeting of the President and Board of Trustees was called to order by Village President Karen Darch at 8:00 p.m. on Monday, June 26, 2017 in the Village Board Room, 200 South Hough Street, Barrington, Illinois. Dave Dorn, Police Chief led the Pledge of Allegiance.

**ROLL CALL**

Upon roll being called the following answered present: Trustees Jim Daluga, Jason Lohmeyer, Todd Sholeen, Jennifer Wondrasek, Jeff Janssen, Ryan Julian, and President Karen Darch. Also present were: Jeff Lawler, Village Manager; Greg Summers, Director of Development Services; Jason Hayden, Director of Financial Services; Dave Dorn, Police Chief; Jim Arie, Fire Chief; Patty Dowd Schmitz, Communications/Events Manager; and Jim Bateman, Attorney.

In compliance with the provisions of Chapter 11, "Rules for Participation in Meetings via Electronic Means" of Title 1, "Administration", of the Village of Barrington Village Code, no member participated in said meeting via electronic means.

**CONSIDERATION OF MODIFICATIONS TO AGENDA**

President Darch asked the Board if there were any additions, corrections or deletions to the Agenda that was presented at the dais. None were noted.

**CONSIDERATION RE: Motion to take a single roll call vote on the question of modifying or setting Agenda Items.**

**MOTION:** A motion was duly made by Trustee Sholeen and seconded by Trustee Julian to set the Agenda as presented.

**ROLL CALL:** Trustee Daluga, aye; Trustee Lohmeyer, aye; Trustee Sholeen, aye; Trustee Wondrasek, aye; Trustee Janssen, aye; Trustee Julian, aye; and President Darch, aye. President Darch declared the motion passed.

**PERSONS TO BE HEARD FROM THE FLOOR - CITIZEN'S REGISTRATION COMMENTS.**

None

**READING OF MINUTES - CHANGES, CORRECTIONS, APPROVAL:**

a. June 12, 2017

**MOTION:** A motion was duly made by Trustee Janssen and seconded by Trustee Wondrasek to approve the minutes of June 12, 2017 Regular Meeting of the Corporate Authorities, as presented.

**ROLL CALL:** Trustee Daluga, aye; Trustee Lohmeyer, aye; Trustee Sholeen, aye; Trustee Wondrasek, aye; Trustee Janssen, aye; Trustee Julian, aye; and President Darch, aye. President Darch declared the motion passed.

**REPORTS OF VILLAGE OFFICIALS:**

**1. VILLAGE PRESIDENT REPORT**

President Darch expressed condolences to the following Barrington families who recently experienced deaths in their families: The family of George Hager. G. Hager was a Barrington firefighter and paramedic for 32 years; The family of Freddy Smith Peterson who was a key donor for many Barrington projects such as the Splash Pad, The White House and many others.

**2. VILLAGE STAFF REPORTS**

Jason Hayden, Director of Financial Services presented a detailed overview of property tax rates in Cook County. Information was obtained from the Cook County Clerk, D. Orr. According to the 2016 property tax data from the Cook County Clerk, Barrington has the lowest property tax rates in Cook County.

Patty Dowd Schmitz, Communications/Events Manager provided an overview of the Fourth of July festivities and other upcoming events. These events included the following: Cruise Night, The Fourth of July Parade, Reading of the Declaration of Independence by T. Dunn, Fireworks at dusk on the Fourth of July, the Brat Tent, Sidewalk Days (July 6,7,8), and Uncork and Brewfest.

**3. COMMITTEE REPORTS**

None

**4. CONSENT AGENDA - Consideration of an "Omnibus Vote (\*)."**

Illinois Municipalities may adopt by a single roll call vote of the Village Board and Village President a group of assorted ordinances, resolutions, motions and orders by an Omnibus Vote. The Omnibus Vote shall be taken following the unanimous consent by the President and Board as to the items to be included in such vote. Any Trustee or the President may request that any item proposed to be included in an "Omnibus Vote" not be included in that vote.

**i. CONSIDERATION RE: Motion to take a single roll call vote on the question of passage of Agenda items designated by an asterisk (\*) for voting purposes on the Consent Agenda. The motion requires unanimous consent of the President and Board of Trustees.**

President Darch identified those items to be included on the Consent Agenda.

**ii. CONSIDERATION RE: Motion to approve by an omnibus vote those Ordinances, Resolutions, Motions and Orders contained on the Consent Agenda and designated by an asterisk (\*) by an omnibus vote.**

President Darch listed the following items to be included on the Consent Agenda.

- \*a. MOTION TO APPOINT** Kevin Connolly to the Architectural Review Commission for a Term Ending December 2019
- \*b. MOTION TO RECEIVE AND PLACE ON FILE** a Recommendation from the Plan Commission Re: PC 16-05: Zoning Ordinance Text Amendment
- \*c. RESOLUTION #17-4661:** Authorizing Use of Portions of Village Rights-of-Way and Certain Village Property for Fourth of July Festivities to be held July 4, July 7, and July 8, 2017
- \*d. RESOLUTION #17-4662:** Authorizing Use of Portions of Village Rights-of-Way and Certain Village Property for Barrington 4th of July Festival and Fireworks to be Held from June 30, 2017 to July 4, 2017
- \*e. RESOLUTION #17-4663:** Authorizing the Issuance of a Purchase Order to and Contract with Currie Motors Fleet for the Purchase of Three (3) New 2017 Ford Utility Police Interceptor Vehicles
- \*f. RESOLUTION#17-4664:** Regarding the Release of Closed Meeting Minutes
- \*g. RESOLUTION #17-4665:** Authorizing and Approving an Award of a Certain Contract for Labor, Services and Materials Related to Construction of the Village of Barrington's 2017 Main Street Water Main Replacement Project
- \*h. RESOLUTION #17-4666:** Authorizing, Ratifying, and Approving a Contract Award to Constellation New Energy, Inc. as an Electricity Provider

**MOTION:** A motion was duly made by Trustee Daluga and seconded by Trustee Janssen to approve the taking of a single roll call vote to adopt and create a Consent Agenda, consisting of Items 4ii\*a, 4ii\*b, 4ii\*d, 4ii\*e, 4ii\*f, 4ii\*g and 4ii\*h as presented.

**ROLL CALL:** Trustee Daluga, aye; Trustee Lohmeyer, aye; Trustee Sholeen, aye; Trustee Wondrasek, aye; Trustee Janssen, aye; Trustee Julian, aye; and President Darch, aye. President Darch declared the motion to take a single roll call vote to adopt and create the Consent Agenda passed unanimously.

**ii. CONSIDERATION RE: Motion to approve by an omnibus vote those Ordinances, Resolutions, Motions and Orders contained on the Consent Agenda and designated by an asterisk (\*) by an omnibus vote.**

Pursuant to 65 ILCS 5/3.1-40-40, a single roll call vote of the Village Board of Trustees and the President on a group of ordinances, resolutions, orders, and/ or motions.

**MOTION:** A motion was duly made by Trustee Lohmeyer and seconded by Trustee Janssen to approve the Consent Agenda, consisting of Items 4ii\*a, 4ii\*b, 4ii\*d, 4ii\*e, 4ii\*f, 4ii\*g and 4ii\*h as presented.

**ROLL CALL:** Trustee Daluga, aye; Trustee Lohmeyer, aye; Trustee Sholeen, aye; Trustee Wondrasek, aye; Trustee Janssen, aye; Trustee Julian, aye; and President Darch, aye. President Darch declared the motion to take a single roll call vote to adopt and create the Consent Agenda passed unanimously.

**PAYMENT OF BILLS: CONSIDERATION RE: MOTION TO APPROVE**

**5. WARRANTS LIST – 6/26/2017 - \$827,376.35 (Expenditures and Payroll - All Funds)**

**MOTION:** A motion was duly made by Trustee Sholeen and seconded by Trustee Julian to approve the payment of bills included in the Warrants List for the period ending 6/26/2017 in the amount of \$827,376.35.

**ROLL CALL:** Trustee Daluga, aye; Trustee Lohmeyer, aye; Trustee Sholeen, aye; Trustee Wondrasek, aye; Trustee Janssen, aye; Trustee Julian, aye; and President Darch, aye. President Darch declared the motion passed.

**COMMENTS - "ROUND THE TABLE"**

Trustee Daluga – See you at the Brat Tent!

Trustee Lohmeyer mentioned that everyone should have a safe Fourth of July, especially regarding fireworks.

Trustee Sholeen congratulated the new locations and business start-ups.

Trustee Wondrasek expressed thanks to everyone who put efforts into the Fourth of July events and festivities. She also mentioned that it is great to have Dave Nelson as the Grand Marshal of the parade.

Trustee Janssen mentioned that he wants everyone to have a happy Fourth of July and that there is a great sense of community here in Barrington. He also mentioned Dave Nelson as the Grand Marshal of the parade.

Trustee Julian expressed condolences to the family of George Hager on his recent passing. G. Hager was the first Eagle Scout in Barrington.

President Darch mentioned that Flesk Brewing and Gnarly Knots recently both had successful openings.

President Darch noted that there was no need for a closed session and that the next scheduled Regular Village Board Meeting will be held Monday, July 17, 2017 at 8:00 p.m. in the Village Board Room.

**ADJOURNMENT**

**MOTION:** A motion was duly made by Trustee Daluga and seconded by Trustee Julian to adjourn the Regular Meeting of the President and Board of Trustees on Monday, June 26, 2017.

A voice vote was then called following which President Darch declared the motion to adjourn had been unanimously adopted and the meeting was adjourned.

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Tony Ciganek, Village Clerk



# BARRINGTON

## Agenda Report

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**To:** Village President and Board of Trustees

**From:** Jennifer Tennant, Assistant Director of Development Services

**Subject:** AN ORDINANCE APPROVING THE FORTY-FOURTH AMENDMENT TO THE TEXT OF THE ZONING ORDINANCE OF THE VILLAGE OF BARRINGTON ADOPTED ON MARCH 19, 2001 (ORDINANCE NO. 01-2919)

**Date:** July 17, 2017

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### EXECUTIVE SUMMARY

The Committee of the Whole initiated a Zoning Ordinance text amendment on May 22, 2017. The Plan Commission held a public hearing on June 13, 2017 to review the proposed text amendment and recommended approval to the Village Board. Below is a summary of the recommended amendments.

### ISSUES/OPTIONS

**Fences abutting railroad tracks** – The Zoning Ordinance currently restricts all fencing in the Village to be constructed with the more finished side of the fence facing out. The proposed amendment will allow residential properties that back up to railroad rights-of-way to construct fencing with the more finished side facing in.

**Fences abutting arterial roads** – The Zoning Ordinance currently permits rear and side yard fences abutting arterial roads to be a maximum height of six (6) feet. The proposed amendment will allow fences directly abutting major arterial roads to construct privacy fencing up to eight (8) feet in height. The major arterial roads are defined as Strategic Regional Arterial routes by the Illinois Department of Transportation. Route 59 and Northwest Highway are the two Strategic Regional Arterial routes located in the Village.

**Art Studio Definition** – Staff is proposing the addition of language that would allow the definition of “Art Studio” to encompass all fine arts including but not limited to music recording studios. Photography Studios are not included in the definition due to the fact that they are a separately listed use in the Zoning Ordinance.

### SUGGESTED ACTION

The Plan Commission recommends approval of the proposed amendment to the Zoning Ordinance.

### ATTACHMENTS

- Ordinance & Amended Zoning Ordinance Text
- Referral Letter from Anna Bush, Chairperson of the Plan Commission
- Staff Report for PC 17-05

05/15/17  
06/07/17

VILLAGE OF BARRINGTON

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ORDINANCE NO. 2017-\_\_\_\_\_

FORTY-FOURTH AMENDMENT TO THE TEXT OF THE ZONING ORDINANCE  
OF THE VILLAGE OF BARRINGTON ADOPTED ON MARCH 19, 2001  
(Ordinance No. 01-2919)

(RE: PC 17-05: Chapter 2, "Definitions", and  
Section 4.5, "Fences", of Chapter 4, "Regulations of General Applicability")

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ADOPTED BY THE  
CORPORATE AUTHORITIES  
OF THE  
VILLAGE OF BARRINGTON

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017

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Published in pamphlet form by authority of the Corporate Authorities of the Village of Barrington,  
Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2017.

FORTY-FOURTH AMENDMENT TO THE TEXT OF THE ZONING ORDINANCE  
OF THE VILLAGE OF BARRINGTON ADOPTED ON MARCH 19, 2001  
(Ordinance No. 01-2919)

(RE: PC 17-05: Chapter 2, “Definitions”, and  
Section 4.5, “Fences”, of Chapter 4, “Regulations of General Applicability”)

WHEREAS, the Corporate Authorities of the Village of Barrington, Cook and Lake Counties, Illinois (“Barrington”) have heretofore exercised the power conferred on them pursuant to Chapter 65 ILCS 5/11-13 et seq. by adopting a new Zoning Ordinance on or about March 19, 2001 (Ordinance No. 01-2919); and

WHEREAS, it is the desire of the Corporate Authorities of the Village of Barrington to amend certain provisions of the Village of Barrington Zoning Ordinance (“the Zoning Ordinance”), and specifically, Chapter 2, “Definitions”, and Section 4.5, “Fences”, of Chapter 4, “Regulations of General Applicability” (Part I, “General Regulations”); and

WHEREAS, the Village’s Petition has been referred to its Plan Commission and the Plan Commission, after due publication of notice thereof as required by law, held a public hearing on \_\_\_\_\_, 2017 and has made recommendations to the Corporate Authorities with respect to the matters set forth in the Petition; and

WHEREAS, the Corporate Authorities hereby make the following findings of fact:

1. The extent to which the proposed amendments are consistent with the goals, objectives and policies of the Village’s Comprehensive Plan (text and map amendments).

The proposed Zoning Ordinance text amendments are consistent with the overall goals and objectives established by the Comprehensive Plan. The proposed amendments will not impact land planning or any other long-range planning concerns covered by the Comprehensive Plan. Therefore, this standard has been met.

2. The extent to which the proposed amendments foster harmony and consistency of character in the surrounding area (map amendments).

This standard is not applicable to the proposed text amendments being considered as part of this Petition because no amendments to the Zoning Map are proposed at this time.

3. The extent to which the proposed amendments adversely impact adjacent properties (map amendments).

These text amendments have been proposed primarily to clarify the meaning of the term “Art Studio” and to ensure that new and/or replacement fencing installed throughout the Village is appropriately placed on a site in relation to the neighborhood in which the property is located. Therefore, this standard is not applicable as no map amendment is being proposed.

4. The potential effect of the proposed amendments on the character of future development if applied generally to other uses in the zoning district or within the Village as a whole (text amendments).

The proposed text amendments will have a minimal impact on future development. The proposed amendments intend to clarify the meaning of the term “Art Studio” and to modify the Village’s fence regulations so as to ensure that any new or replacement fencing installed within the Village is appropriately placed on a site in relation to the neighborhood in which the property is located.

The proposed fence modifications will allow residential properties adjacent to major roadways the option of more privacy and screening. The other amendments are minor in nature and will have no impact on future development. Therefore, this standard is met.

5. The extent to which the proposed amendments create nonconformities (text amendments).

No known nonconformities will be created by the proposed text amendments. Rather, the text amendments proposed for the Village’s Zoning Ordinance are intended to clarify the meaning of the term “Art Studio” and to ensure that new or replacement fencing installed within the Village is done in a manner which is in the best interests of the residents of the Village, is appropriately placed on a site in relation to the neighborhood in which the property is located, and conforms to the Village’s fence regulations. The other proposed amendments lessen or expand current regulations, therefore, no nonconformities are created. Therefore, this standard is not applicable.

6. The adequacy of public facilities and services to serve the subject property including, but not limited to, streets, utilities, parks, and police and fire service (map amendments).

No amendments to the Zoning Map are proposed at this time. Therefore, this standard is not applicable.

7. The extent to which the proposed amendments are consistent with the overall structure and organization of this Ordinance (text amendment).

The proposed text amendments are consistent with the structure and organization of the Zoning Ordinance and are intended to have uniform application throughout the Village. All proposed



amendments are consistent with the existing structure of the current zoning practices in the Village. Therefore, this standard has been or will be met.

8. The extent to which the proposed text and/or map amendment, if found to be consistent with the goals, objectives and policies of the Village's Comprehensive Plan, will also further the Village's specific goal of maintaining and/or increasing the retail sales tax base of the Village.

The proposed text amendments to the Zoning Ordinance are consistent with the goals, objectives and policies of the Village's Comprehensive Plan but are not anticipated to have any significant impact on the Village's retail sales tax base. Therefore, this standard has been met.

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, as follows:

SECTION 1: The President and Board of Trustees find that the facts stated in the preamble of this Ordinance are true and correct and are incorporated into the text of this Ordinance to the same extent as if each had been set forth herein in its entirety.

SECTION 2: The term "Zoning Ordinance" as used herein shall mean and refer to the new Zoning Ordinance of the Village of Barrington (Ordinance No. 01-2919, as amended, also referred to as the "Barrington Zoning Ordinance") including all amendments made thereto which such amendments were made prior to the effective date of this Ordinance.

SECTION 3: The definitions of "Art Studio" and "Commercial Amusement Center" contained in Chapter 2, "Definitions", of the Zoning Ordinance are hereby amended to read as set forth on Exhibit A attached hereto and thereby made a part hereof.

SECTION 4: Chapter 4, "Regulations of General Applicability", of Part I, "General Regulations", of the Ordinance is hereby amended and restated as set forth on Exhibit B attached hereto and thereby made a part hereof.

SECTION 5: The Corporate Authorities of the Village intend that this Ordinance will be made part of the Village of Barrington Zoning Ordinance and that portions of this Ordinance can be renumbered or relettered and the word "Ordinance" can be changed to "Section", "Article", "Chapter",

or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or relettered and typographical or scrivener's errors can be corrected with the authorization of the Village Attorney, or his or her designee.

SECTION 6: All parts of the Barrington Zoning Ordinance in conflict with the terms or provisions of this Ordinance shall be and the same are hereby amended or repealed to the extent of such conflict, and said Zoning Ordinance and all other existing ordinances shall otherwise remain in full force and effect.

SECTION 7: If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The Board of Trustees hereby declare that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 8: This Ordinance shall not affect any prosecution pending or any penalty, punishment, forfeiture incurred, cause of action, or rights, powers, or remedies accrued under any ordinance in effect immediately prior to the effective date hereof.

SECTION 9: This Ordinance shall be published in pamphlet form and shall be in full force and effect after its passage, approval, and publication as provided by law.

SECTION 10: The Village Clerk is directed to immediately publish this Ordinance in pamphlet form.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017, BY ROLL CALL VOTE AS FOLLOWS:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

RECUSE: \_\_\_\_\_

APPROVED THIS \_\_\_\_ OF \_\_\_\_\_, 2017

\_\_\_\_\_  
Karen Y. Darch, Village President

ATTESTED AND FILED THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2017

\_\_\_\_\_  
Tony Ciganek, Village Clerk

(SEAL)

PUBLISHED IN PAMPHLET FORM THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

EXHIBIT A

Chapter 2, "Definitions"

EXHIBIT B

Chapter 4, “Regulations of General Applicability”,  
of Part I, “General Regulations”

this definition. See also Wireless Communication Support Structures.

APPEAL. A request for review of a decision, determination, interpretation, order, or act of an administrative agency or official pursuant to the terms of this Ordinance.

ARCHITECTURAL FEATURE. Either an ornamental structure used to add interest to a building façade such as a turret or cupola and/or an exterior decorative element and/or detail including but not limited to cornice(s), door(s), freeze board(s), molding(s), window(s), muntin(s), ~~etc~~ and/or similar details or elements. The floor area of any architectural feature shall not constitute more than 100 square feet of the building's ground floor area.

ART STUDIO. A premises used principally for the sale, display, and exhibition of fine arts including but not limited to painting, sculpture, music recording studio, ~~and~~ craft products, or similar activities, but not including Academies or Photography Studios. An art studio may include accessory production or instruction in the production of arts and ~~crafts using paint, clay, fabric, or other medium.~~ An art studio is a less intensive use that is distinguished from a live/work unit or artisan use in that it does not also serve as the residence of the artist, nor does the use involve the manufacture of items such as furniture or glass-blown objects which require the use of electric tools or chemical processes.

ARTS OR CRAFTS SCHOOLS. Schools which primarily instruct in fine and applied arts and may include accessory sale of fine arts and craft products.

ARTISAN USE. Any premises used principally for the repair, manufacture, and sale of domestic furniture, arts, crafts, and related office uses. The work must take place entirely within an enclosed structure using only hand-held and/or table-mounted manual, pneumatic, and /or electric tools.

ATTIC. The space between the ceiling joists of any top story and the roof rafters.

AUTOMATED TELLER MACHINE (ATM). A mechanized consumer banking devise which is operated by the customer and performs banking or financial functions at a location remote from the controlling financial institution. Such a facility may be outdoors or have controlled indoor access.

AUTOMOBILE. Any vehicle propelled by its own motor and operating on ordinary roads. As used herein, the term includes passenger cars, passenger trucks, motorcycles, motor scooters, motorized bicycles and the like. The term does not include recreational vehicles or large trucks used for commercial purposes.

AUTOMOBILE DEALERSHIP/SALES. A retail establishment that sells or leases new or used automobiles, trucks, vans, recreational vehicles, trailers, boats, or motorcycles or other similar motorized transportation vehicles. An automobile dealership may maintain an inventory of the vehicles for sale or lease on-site. Accessory Uses may also exist upon the same site, including but not limited to automobile rental, maintenance, repair, and service areas, indoor parts storage areas, and financial services areas.

AUTOMOBILE DETAILING SHOP. See Car Wash.

AUTOMOBILE FUEL STATION. A building or premises where gasoline and/or fuel must be sold and where oil, grease, batteries, tires and automobile accessories may be supplied and dispensed at retail and where, in addition, the following services may be rendered and sales made and no other:

1. Sale servicing of spark plugs, batteries, and distributors and distributor parts.
2. Tire servicing and repair, but not recapping or regrooving.
3. Replacement or adjustments of mufflers and tail pipes, water hose, fan belts, brake fluid, light bulbs, fuses, floor mats, seat covers, windshield wipers and wiper blades, grease retainers, wheel bearings, mirrors, and the like.
4. Radiator cleaning and flushing; provision of water, antifreeze and the like.
5. Washing and polishing, and sale of automotive washing and polishing materials.
6. Greasing and lubrication.

CERTIFICATE OF OCCUPANCY. A written certification issued by the Zoning Official indicating that a newly constructed structure, addition to an existing structure, or existing structure undergoing a change in use is in full compliance with the requirements of this Ordinance and that such structure is habitable and in conformance with all applicable Village building codes and regulations.

CERTIFICATE, ZONING. A written certification issued by the Zoning Official indicating that a structure or use of a parcel of land is, or will be, in compliance with the requirements of this Ordinance.

CHANGEABLE COPY, MANUAL. Text, letters, numerals, symbols, images, or other graphics which are not permanently affixed to a structure and/or set for permanent display and are intended to be alterable through manual means.

CHANGEABLE COPY, ELECTRONIC. Text, letters, numerals, symbols, images, or other graphics which are not permanently affixed to a structure and/or set for permanent display and are intended to be alterable through electronic means. Electronically controlled message centers shall be classified as changeable copy signs, not flashing signs. Automobile service station signs displaying the current price of gasoline or other fuels shall not be classified as changeable copy signs and are regulated in section 4.17-C.

CHILD CARE CENTER. See Day Care Center.

COMBUSTIBLE LIQUID. Any liquid having a flash point at or above 100 degrees F.

COMMERCIAL PRINTING OPERATIONS. A facility for the custom reproduction and printing of written or graphic materials on a custom order basis for individuals or businesses. Typical processes include photocopying, blueprint, newsprint, or offset printing.

COMMERCIAL AMUSEMENT CENTER. Any establishment where electronic amusement games and/or table games of recreation or amusement are provided for public patronage, where the insertion or other use of a coin, token, prepaid card, slug, or other mechanical or electrical device or the payment of a fee in some other manner is required, and/or where 5 or more such tables and/or game machines are present.

COMMUNICATION TOWER. Any exterior structure, whether free-standing or mounted to a building or structure, that facilitates the broadcast transmission of commercial radio, telephone or television communication signals. A communications tower shall not include facilities used solely by "ham" radio operators. See definition of "Wireless Communications Support Structures".

COMMUNITY CENTER. A public building to be used as a place of meeting, recreation, and social activity.

CONTRACTORS OFFICES/FACILITIES. A room or group of rooms used for conducting the business affairs of builders, tradespeople, or general contractors that does not include outdoor storage facilities of yards for materials, goods, or equipment.

CONTRIBUTING SIGNIFICANCE. A classification applied to a structure or property within the Historic Preservation Overlay District signifying that it contributes generally to the qualities that give the District historic, cultural, or architectural significance as embodied in the criteria for identifying the District. A structure or property can be contributing even if it has been altered, as long as it maintains the character defined for the District.

CONVENT. The dwelling units of a religious order or congregation.

CREMATORIUM. A location containing properly installed, certified apparatus intended for use in the act of cremation.

CUL-DE-SAC. A street having one (1) open end and being permanently terminated by a vehicle turnaround.

garages accessed from the same driveway shall be considered one (1) garage. No additional driveways or curb cuts are permitted for the purpose of accommodating split garages attached to the primary structure.

- b. Only one (1) Accessory Structure of each type shall be permitted on any lot used for a Single Family Dwelling. (Example: one (1) shed, one (1) arbor, one (1) playground structure, etc...)

8. Refuse Containers.

- a. Location. In every zoning district other than single family residential districts, refuse containers shall be located only in the rear of the building. No refuse containers shall be located between a building and a corner side lot line.
- b. Screening. All refuse containers shall be fully enclosed by walls not less than the height of the containers, and provided with gates to contain trash. The materials used for the walls shall complement the architecture of the building, and shall be constructed of wood, brick or stone.
- c. Shared dumpsters with adjacent properties are encouraged

9. Free Little Library

- a. Location. Front yard or corner side yard.
- b. Setback. None, provided no portion of the structure shall be located within or overhang any public right-of-way.
- c. Height. Shall not exceed five (5) feet in height
- d. Size. Book enclosures shall not exceed two (2) feet in depth, two (2) feet in width and two (2) feet in depth. Enclosures shall be sized and arranged such that no person or child is able to enter;
- e. Materials. Book enclosures shall be constructed of wood.

#### 4.5 FENCES

**A. Permitted Height of Fences in R-1, R-2, R-3, R-4, R-5, R-6, R-7, R-8 and B-R Districts**

- 1. Front Yards. In R-1, R-2, R-3, R-4, R-5, R-6, R-7, R-8 and B-R Districts, ~~fences located front yard~~between the front property line and front face of the primary structure fences shall not exceed three (3) feet in height, as measured from the ground adjacent to the top horizontal elements of the fence. Pickets, posts, and other vertical elements may exist beyond the top horizontal element by no more than six (6) inches.
- 2. Corner Side Yards. Fences in required corner side yards shall be required to meet the above height requirement under 4.5(A)(1) for front yards.
- 3. Rear and Side Yards. In R-1, R-2, R-3, R-4, R-5, R-6, R-7, R-8 and B-R Districts, rear and side yard fences shall be a maximum of six (6) feet in height, as measured from the grade at the base to the top of the fence.
- 4. Lots Directly Abutting Arterial Roads. In R-1, R-2, R-3, R-4, R-5, R-6, R-7, R-8 and B-R Districts on the affected property line(s) only:
  - a. Where the subject property directly abuts an arterial road, as defined by the Village's Development Regulations, rear yard and corner side yard fences abutting an arterial road shall be such fences and walls in rear yards and/or corner side yards shall be permitted up to a maximum of six (6) feet in height, as measured from the grade at



the base to \_\_\_\_\_ the top of the fence. Corner side yard fences shall not extend past the front face of \_\_\_\_\_ the primary structure. However, the appearance, structure and design of such fences \_\_\_\_\_ shall be compatible and in harmony with the neighborhood and adjacent and \_\_\_\_\_ contiguous property, subject to the approval of the Zoning Official.

b. Where the subject property directly abuts a Strategic Regional Arterial route, as defined by the Illinois Department of Transportation, such fences and walls in rear yards and corner side yards shall be permitted up to a maximum of eight (8) feet in height, as measured from the grade at the base to the top of the fence. Corner side yard fences shall not extend past the front face of the primary structure. However, the appearance, structure and design of such fences shall be compatible and in harmony with the neighborhood and adjacent and contiguous property, subject to the approval of the Zoning Official.

5. Lots Directly Abutting Railroad Property. In R-1, R-2, R-3, R-4, R-5, R-6, R-7, R-8 and B-R Districts, where the subject property directly abuts railroad property in the rear and/or side yard, such fences and walls, on the affected property line(s) only:-

a. Shall be permitted up to a maximum of eight (8) feet with no variance required.

b. Shall be permitted to reverse the more finished appearance as otherwise required, to construct the more finished side on the inside.

**B. Permitted Height of Fences in B-1, B-2, B-3, B-4, B-5, A-1, M-A, M-1, O-R, P-L, O-S, R-C Districts**

1. Front Yards. In B-1, B-2, B-3, B-4, B-5, A-1, M-A, M-1, O-R, P-L, O-S, R-C Districts, decorative fences or screen walls in front yards shall not exceed three (3) feet in height, unless increased height is required by a special use or planned development ordinance, to ensure adequate screening.
2. Corner Side Yards. Fences in corner side yards shall be required to meet the above height requirement under 4.5(B)(1) for front yards.
3. Rear and Side Yards. In B-1, B-2, B-3, B-4, B-5, A-1, M-A, M-1, O-R, P-L, O-S, R-C Districts, rear and side yard fences and walls shall be a maximum of six (6) feet in height.
4. Lots Directly Abutting Railroad Property. In B-1, B-2, B-3, B-4, B-5 A-1, M-A, M-1, O-R, P-L, O-S, R-C Districts, where the subject property abuts a railroad property in the rear or side yard, such fences and walls, on the affected property line(s) only, shall be permitted up to a maximum height of eight (8) feet with no special use or planned development ordinance required.

**C. Location, Construction, and Maintenance of Fences, Walls, and Hedges**

1. All fences shall be constructed of wood, brick, stone, stick built solid core vinyl, stick built solid core composite, wrought iron or similar decorative material. Chain link, fences shall not be permitted in any zoning district with the exception that fences located on railroad rights-of-way may be chain link and fences located in the P-L or R-C District may be chain link provided they are black in color. All chain link fences are subject to the maximum height regulated in Section 4.5-B above except existing chain link fences used as sports field fencing may be replaced in the same location and at the same height as the existing sports field fence.
2. Fences located within the Historic Preservation Overlay District shall be wood or wrought iron and are also subject to the Historic District Design Guidelines.
3. In front and corner side yards in residential districts, fences shall be open a minimum of

- thirty-three (33) percent across the gross surface area from one end of the fence to another.
4. In front yards, an opening or gate not less than two and one-half (2.5) feet in width shall be provided to permit access to the front yard.
  5. In front yards, the fence shall be parallel to the front and side lot line of the front yard, except where such placement would create a safety hazard, as reasonably determined by the Zoning Official.
  6. Fences may be constructed up to the property line.
  7. If the fence is designed so that one (1) side has a more finished appearance, the more finished side shall be constructed on the outside, and if a screen fence is designed with posts, the posts shall be placed on the inside of the fence or centered on the plane of the screening; except as specifically permitted in Section 4.5-C.5.
  8. No wire or barbed wire fences shall be permitted in the Village, unless approved by special use or planned development ordinance.
  9. No fence, wall, or hedge shall be erected or planted within a public right-of-way.
  10. All hedges shall be planted and maintained so as not to overhang or interfere with the use of the public way such as a sidewalk, alley or street.
  11. All fences, walls, or hedges shall be maintained in good, structurally sound repair and in a neat, clean and attractive condition.
  12. For aesthetic purposes, as well as to maintain property values, it is desirable that the appearance, structure and design of front yard fences shall be compatible and in harmony with other front yard fences in the Village, particularly in the neighborhood and on adjacent and contiguous property. The Zoning Official may suggest changes or recommendations to achieve that objective, upon review of a fence permit application.

## **4.6 HOME OCCUPATIONS**

### **4.6-1 Purpose**

### **4.6-2 Definitions**

### **4.6-3 General Requirements and Performance Criteria**

### **4.6-4 Specific Requirements**

### **4.6-5 Prohibited Home Occupations**

### **4.6-6 Short-Term Rentals Restricted**

### **4.6-7 Violation and Penalty**

#### **4.6-1 PURPOSE**

The purpose of this Chapter is to permit the establishment of Home Occupations that are compatible with the residential districts in which they are located.

#### **4.6-2 DEFINITIONS**

- A.** A Home Occupation is an accessory use of a dwelling unit that is:
  1. Used for gainful employment that involves the provision, assembly, processing or sale of goods and/or services.
  2. Incidental and secondary to the residential use of the structure and does not change the essential residential character of the dwelling unit.
- B.** “Rental Premises” means all or part of a dwelling unit or related accessory structure being rented or otherwise let to person(s) other than the owner of the subject property.



June 26, 2017

Ms. Karen Darch, Village President  
 Village Board of Trustees  
 200 South Hough Street  
 Barrington, Illinois 60010

**Re: PC 17-05; Zoning Ordinance Text Amendment**

**Dear President Darch and Board of Trustees:**

The Petitioner, Village of Barrington, is requesting approval of a text amendment to the Zoning Ordinance. The Plan Commission reviewed the requested amendments on June 13, 2017 and recommends approval of the request.

**June 13, 2017 Plan Commission Public Hearing:**

Natalie Ossowski, Planning and Zoning Coordinator, presented on behalf of the Petitioner (Village of Barrington). Ms. Ossowski explained the primary components of the text amendment. Ms. Ossowski presented the staff report and explained the proposed amendment with regards to the standards. Staff recommended approval of the proposed amendments.

No members of the public present elected to comment.

The Plan Commission discussed the requests in relation to the text amendment standards and determined that all standards were satisfied. The Plan Commission recommended approval to the Village Board of Trustees.

**Motion:**

Vice-Chairperson Hogan moved to recommend approval of PC 17-05 and Commissioner Ferry seconded the motion. The motion carried, 6-0.

Respectfully submitted,

Anna Bush, Chairperson  
 Plan Commission

VILLAGE HALL  
 200 S. HOUGH ST.  
 BARRINGTON, IL 60010  
 (847) 304-3400

PRESIDENT & BOARD  
 MANAGER'S OFFICE  
 TEL (847) 304-3444  
 FAX (847) 304-3490

COMMUNITY AND  
 FINANCIAL SERVICES  
 TEL (847) 304-3400  
 FAX (847) 381-7506

DEVELOPMENT SERVICES  
 TEL (847) 304-3460  
 FAX (847) 381-1056

PUBLIC WORKS  
 300 N. RAYMOND AVE.  
 BARRINGTON, IL 60010  
 TEL (847) 381-7903  
 FAX (847) 382-3030

PUBLIC SAFETY  
 400 N. NORTHWEST HWY.  
 BARRINGTON, IL 60010

POLICE  
 TEL (847) 304-3300  
 FAX (847) 381-2165

FIRE  
 TEL (847) 304-3600  
 FAX (847) 381-1889



## STAFF REPORT

**TO:** Plan Commission

**HEARING DATE:** June 13, 2017

**FROM:** Development Services Department

**PREPARED BY:** Natalie Ossowski,  
Planning and Zoning Coordinator

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**PC 17-05: Zoning Ordinance Text Amendment:** The Petitioner seeks approval of a text amendment to the Village of Barrington Zoning Ordinance for the purpose of amending Chapter 2 "Definitions" and Chapter 4, Part I "General Regulations".

### GENERAL INFORMATION

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**APPLICANT:** Village of Barrington (Jeff Lawler, Village Manager)  
200 South Hough Street  
Barrington, Illinois 60010

### SUMMARY OF PETITION

#### SUBMITTALS

This report is based on the following documents, which were filed with the Development Services Department:

1. Village of Barrington Zoning Ordinance (amended as proposed)

#### DESCRIPTION

Staff proposes the following amendments to the text of the Zoning Ordinance:

##### Fence Regulations

- **Fences abutting railroad tracks** – The Zoning Ordinance currently restricts all fencing in the Village to be constructed with the more finished side of the fence facing out. The proposed amendment will allow residential properties that back up to railroad rights-of-way to construct fencing with the more finished side facing in. The proposed amendment will not negatively impact surrounding residential properties.
- **Fences abutting arterial roads** – The Zoning Ordinance currently permits rear and side yard fences abutting arterial roads to be a maximum height of six (6) feet. The proposed amendment will allow fences directly abutting major arterial roads to construct privacy fencing up to eight (8) feet in height. The major arterial roads are defined as Strategic Regional Arterial routes by

the Illinois Department of Transportation. Route 59 and Northwest Highway are the two Strategic Regional Arterial routes located in the Village.

**Art Studio Definition** – Staff is proposing the addition of language that would allow the definition of “Art Studio” to encompass all fine arts including but not limited to music recording studios. Photography Studios are not included in the definition due to the fact that they are a separately listed use in the Zoning Ordinance.

#### **TEXT AMENDMENT STANDARDS**

The Board of Trustees will use the standards listed in Chapter 3.19.E of the Zoning Ordinance to determine if the proposed amendment, text or map, is appropriate. The Approval of any amendment, whether text or map, is a matter of legislative discretion by the Village and is not controlled by any one standard. However, in making its decision, the Board of Trustees shall consider the following factors:

1. **The extent to which the proposed amendment is consistent with the goals, objectives and policies of the Village's Comprehensive Plan (text and map amendments).**  
Staff finds that the proposed modifications are consistent with the overall goals and objectives established by the Comprehensive Plan. The proposed amendments will not impact land planning or any other long-range planning concerns covered by the Comprehensive Plan. Staff finds that this standard is met.
2. **The extent to which the proposed amendment fosters harmony and consistency of character in the surrounding area (map amendments).**  
No amendments to the Zoning Map are proposed at this time. Staff finds that this standard is not applicable.
3. **The extent to which the proposed amendment adversely impacts adjacent properties (map amendments).**  
No amendments to the Zoning Map are proposed at this time. Staff finds that this standard is not applicable.
4. **The potential effect of the proposed amendment on the character of future development if applied generally to other uses in the zoning district or within the Village as a whole (text amendments).**  
Overall, Staff finds that the proposed text amendments will have minimal impact on future development. The proposed fence modifications will allow residential properties adjacent major roadways the option of more privacy and screening. The other amendments are minor in nature and will have no impact on future development. Staff finds that this standard is met.
5. **The extent to which the proposed amendment creates nonconformities (text amendments).**  
Staff finds that no known nonconformities will be created by the proposed text amendments. The other proposed amendments lessen or expand current regulations therefore no nonconformities are created. Staff finds that this standard is met.
6. **The adequacy of public facilities and services to serve the subject property including, but not**

**limited to, streets, utilities, parks, and police and fire service (map amendments).**

No amendments to the Zoning Map are proposed at this time. Staff finds that this standard is not applicable.

**7. The extent to which the proposed amendment is consistent with the overall structure and organization of this Ordinance (text amendment).**

The proposed text amendment is consistent with the structure and organization of the Zoning Ordinance. All proposed amendments fit within the existing structure of the current zoning practices in the Village. Staff finds that this standard is met.

## RECOMMENDATION

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**If the Plan Commission concurs with the above findings of fact, Staff recommends that the Plan Commission adopt this find of fact as their own and make a motion to approve PC 17-05 to the Village Board of Trustees, a text amendment to the Village of Barrington Zoning Ordinance, specifically amending Chapter 2 "Definitions" and Chapter 4, Part I "General Regulations".**

Staff Report Prepared By:



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Natalie Ossowski  
Planning and Zoning Coordinator

Staff Report Approved By:



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Greg Summers  
Director of Development Services



## Agenda Report

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**To:** Village President and Board of Trustees

**From:** Beth Raseman, BWH Manager

**Subject:** Non-Profit Tenant Leases

**Date:** July 12, 2017

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### EXECUTIVE SUMMARY

Barrington's White House has three office spaces on the second floor of the building that are available for lease to non-profit organizations. In 2015 we negotiated leases with the Barrington Area Conservation Trust, Let It Be Us and Barrington Children's Charities, for a term of two years with an optional for an extension for two additional years. The existing leases expire August 31, 2017, the new leases would begin September 1, 2017 and go through August 31, 2019.

This spring, we asked each of the non-profits if they were interested in extending their leases for the optional two year period. Each of the non-profits who are currently renting have expressed their desire to exercise the option to extend their lease. They have all been pleased with being tenants in the building and feel it has been an asset for their non-profits.

The new leases are essentially the same that were originally extended, with the main modification being to the use of the building for board and volunteer meetings. We are now offering to host these meetings in the Volunteer Office on the second floor, instead of the public spaces in the house. This change will create less conflicts with private event bookings.

I am not able to be at the meeting, so if you have any questions or concerns please email me.

### SUGGESTED ACTION

My recommendation would be to approve the leases for each of the three non-profits for the two year extension.

### ATTACHMENTS

- Ordinance (3)
  - Barrington Area Conservation Trust
  - Barrington Children's Charities
  - Let It Be Us
- Lease (3)
  - Barrington Area Conservation Trust
  - Barrington Children's Charities
  - Let It Be Us

ORDINANCE APPROVING AND AUTHORIZING  
THE RENEWAL AND EXECUTION OF A CERTAIN OFFICE LEASE  
BETWEEN THE VILLAGE OF BARRINGTON (AS LESSOR) AND  
BARRINGTON AREA CONSERVATION TRUST (AS LESSEE)  
FOR CERTAIN OFFICE SPACE WITHIN  
BARRINGTON'S WHITE HOUSE LOCATED AT 145 W. MAIN STREET

WHEREAS, the Village of Barrington, Cook and Lake Counties, Illinois (the "Village"), is the owner of certain real property within the Village located at 145 West Main Street, and commonly known as "Barrington's White House"; and

WHEREAS, the Village has renovated and restored Barrington's White House, which is the subject of a special use previously granted by the Village to authorize the permitted uses thereof as a community center, cultural facilities, government offices, and as a place of public assembly; and

WHEREAS, there exists within Barrington's White House space which the Village leases as office space for a monthly rental fee to not-for-profit organizations, the lease of which would not affect the exempt status granted by the State of Illinois for the Barrington White House property; and

WHEREAS, in 2015 the Village and the Barrington Area Conservation Trust, an Illinois not-for-profit corporation ("Lessee") entered into a certain Office Lease, which Lease expires by its terms on August 31, 2017 (the "2015 Lease"), but which 2015 Lease provided to the Lessor an option to continue to lease and occupy the Leased Premises for an additional two (2) year period expiring August 31, 2019; and

WHEREAS, the Lessee desires to exercise the option provided by the 2015 Lease to continue to lease and occupy the Leased Premises as described therein for an additional two (2) year period, and the Village desires to lease the Leased Premises to the Lessee for an additional two (2) year period pursuant to the terms and conditions as contained in the 2017 Office Lease, a copy of which 2017 Office Lease is attached hereto as Exhibit A and thereby made a part hereof; and

WHEREAS, the Corporate Authorities of the Village find that it is in the best interests of the Village and its residents for the Village to enter into and execute said 2017 Office Lease with the Lessee:

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, as follows:

SECTION 1: That the President and Board of Trustees of the Village of Barrington find that the facts as stated in the preamble hereof are true and correct and are incorporated herein by reference as its findings of fact as if fully set forth.

SECTION 2: That the Corporate Authorities hereby approve, authorize, and ratify the lease to Barrington Area Conservation Trust, an Illinois not-for-profit corporation ("Lessee") of certain designated office space within Barrington's White House (Suites 201 and 202) for a term of two (2)



years beginning September 1, 2017 and ending August 31, 2019, upon the Lessee's prior execution of the 2017 Office Lease therefor, all pursuant to the terms and conditions of the 2017 Office Lease between the Village and the Lessee, substantially in the form attached hereto as Exhibit A and thereby made a part hereof.

SECTION 3: The Village President is hereby authorized to execute said 2017 Office Lease between the Village and the Lessee, substantially in the form attached hereto as Exhibit A and thereby made a part hereof, and the Village Clerk is hereby authorized to attest thereto and deliver to the Lessee an executed copy of said 2017 Office Lease and to otherwise take all the necessary and appropriate actions to accomplish the lease by the Village to the Lessee of that space in Barrington's White House designated in the aforesaid 2017 Office Lease as provided for herein.

SECTION 4: This Ordinance shall take effect from and after its passage and approval as provided by law.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017, BY THREE-FOURTHS (AT LEAST 6 VOTES) OF THE CORPORATE AUTHORITIES OF THE VILLAGE THEN HOLDING OFFICE BY ROLL CALL VOTE AS FOLLOWS:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

RECUSE: \_\_\_\_\_

APPROVED THIS \_\_\_\_ OF \_\_\_\_\_, 2017

\_\_\_\_\_  
Karen Y. Darch, Village President

ATTESTED AND FILED THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2017

\_\_\_\_\_  
Tony Ciganek, Village Clerk  
(SEAL)

EXHIBIT A

2017 OFFICE LEASE  
Barrington's White House

RE: Barrington Area Conservation Trust

OFFICE LEASE

RE: 145 W. Main Street, Barrington, Illinois (Barrington's White House)

THIS OFFICE LEASE ("Lease") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017, between the Lessor, VILLAGE OF BARRINGTON, Illinois, an Illinois municipal corporation ("Lessor"), and the Lessee, BARRINGTON AREA CONSERVATION TRUST, an Illinois not-for-profit corporation ("Lessee") pursuant to the Constitution of the State of Illinois, the Statutes of the State of Illinois and that certain Ordinance of the Lessor (the "Lease Authorization Ordinance"), Ordinance No. 2017-\_\_\_\_, which was passed by the Corporate Authorities of the Lessor on \_\_\_\_\_, 2017:

WITNESSETH:

WHEREAS, in 2015 the Lessor and the Lessee previously entered into a certain Office Lease for the Leased Premises identified herein (the "2015 Lease"), which 2015 Lease expires by its terms on August 31, 2017, but which 2015 Lease provided to the Lessor an option to continue to lease and occupy the Leased Premises for an additional two (2) year period expiring August 31, 2019; and

WHEREAS, Lessee desires to and does hereby exercise the option provided by the 2015 Lease to continue to lease and occupy the Leased Premises as described herein for an additional two (2) year period, pursuant to the terms and conditions as contained in this Lease, and Lessor desires to lease the Leased Premises as described herein to Lessee for said additional two (2) year period, and in consideration of the mutual covenants and agreements herein stated, the parties hereto agree as follows:

1. LEASED PREMISES AND LESSEE'S USE THEREOF:

A. LEASED PREMISES:

(1) Office Suite:

Lessor is the owner of that certain real property commonly known as 145 W. Main Street, Barrington, Illinois (the "Property"), which is legally described on Exhibit A attached hereto and thereby made a part hereof, a portion of which Property is improved with a multi-purpose municipal facility known as "Barrington's White House", which is a three-story historic structure recently restored and renovated by the Village for an adaptive re-use for the purpose of utilizing Barrington's White House as a community and cultural center, for public, governmental, and/or not-for-profit offices, and as a place for public or private events and gatherings, hereinafter referred to as "Barrington's White House". Subject to the terms and conditions hereinafter set forth, Lessor hereby demises and leases to the Lessee approximately 719 square feet of space in Suites 201 and 202 of the second level of Barrington's White House, which space is hereinafter referred to as the "Leased Premises". The Leased Premises (other than any included basement storage space) are depicted on the floor plan attached hereto as Exhibit B and thereby made a part hereof. This

Lease is specific only to the Lessee, its employees, agents, and visitors, and Lessee's use and occupancy of the Leased Premises shall be limited to only the Lessee.

- (2) Storage Space and Other Optional Lessor Services: See Exhibit C, "Optional Lessor Services", if any are selected by Lessee, which is attached hereto and made a part hereof.

**B. CONDITION OF LEASED PREMISES:**

- (1) Build-Out of Leased Premises: The build-out of the Leased Premises shall be provided at Lessor's expense and shall include the following:
  - (a) Carpeted, painted space with ceiling lights;
  - (b) Code required outlets on 20 amp service;
  - (c) Hardwiring in IT room for data ports in Leased Premises to interconnect. No additional wires may be pulled. Lessee to provide its own computer or computer system.

Lessee acknowledges and agrees that any materials provided with regard to the build-out of the Leased Premises are and shall remain the property of the Lessor.

- (2) Tenant Directory: A tenant directory shall be provided at a central location in Barrington's White House.
- (3) Signage: Lessee will be provided with signage that will have space for their non-profit name on the wall outside of their Leased Premises. The signage will be the standard signage being provided for the building interior.
- (4) Painting and Decorating of Leased Premises: Except as set forth in Subparagraphs (1) and (2) above, Lessee agrees to and shall accept the Leased Premises in "as is" condition and the Lessor shall not provide any painting or other decoration. Lessee is and shall be prohibited from painting, in any way changing, or making any additional improvements to the Leased Premises without the prior written consent of the Lessor. The Leased Premises shall be used only as and for the Lessee's office to conduct its general business. At all times during the Term of this Lease, or any extension thereof, Lessee shall keep and maintain all improvements in the Leased Premises in a clean, neat, safe and sanitary condition.

**C. ELECTRONIC COMMUNICATIONS AND INFORMATION SYSTEMS:**

Lessee shall arrange for the activation of any electronic communication and/or cable service for the Leased Premises. The Lessee may and is authorized to connect its electronic communication and/or information system equipment to the facilities located in the Leased Premises; provided, however, the Lessee shall have no right to and shall not be connected or attached in any way to the Lessor's information system(s) or equipment, including but not limited to its server. Notwithstanding anything contained in this Lease

to the contrary, if the Lessor provides any assistance, such as advice as to how to connect to the Lessor's information system and/or facilities, the provision thereof shall be deemed gratuitous and shall not create any duties or responsibilities on the part of the Lessor to the Lessee nor shall Lessor assume any liability for any consequences or damages resulting from any such action. Furthermore, the Lessor shall have no duty to supply any equipment support or administration of Lessee's electronic communication and/or information system and/or network administration. In addition, Lessee acknowledges and agrees that Lessee's electronic communication and/or information system equipment shall not be used, installed and/or operated in a manner which would or could in any way interfere with the signal(s), communication(s), and/or electronic information system equipment of Lessor or of any other existing or future tenant(s) of Barrington's White House. If it is determined by the Lessor that Lessee's installation, operation and/or use of its electronic communication and/or information system equipment interferes with the operation and/or use of the electronic communication and/or information system equipment of the Lessor or of any of Lessor's other existing or future tenant(s) of Barrington's White House, then Lessee, at Lessee's sole cost and expense, shall use its best efforts to and shall remediate such interference in a timely manner so as not to interfere with the electronic communication and/or information system of either the Lessor or other tenants of Barrington's White House.

D. NO HAZARDOUS SUBSTANCES PERMITTED:

- (1) Lessor represents and warrants to Lessee that, except as may otherwise be noted in the Pepper Environmental report dated \_\_\_\_\_, 2015, no hazardous materials exist on the Property or the Leased Premises.
- (2) Lessee represents and warrants that Lessee's use of the Leased Premises will not generate, nor will Lessee introduce onto and/or store on the Leased Premises, any hazardous, toxic, flammable, or dangerous substance, chemical or waste (collectively, "Hazardous Substance"), and that Lessee will not dispose of any Hazardous Substance on the Leased Premises, on or within Barrington's White House, and/or on the Property. Lessee shall not use the Leased Premises or the Property in any manner which would invalidate or be in conflict with any fire and/or casualty insurance covering the Property, Barrington's White House, and/or the Leased Premises.

E. NON-EXCLUSIVE LEASE; USE OF KITCHEN AND MEETING SPACE:

- (1) Lessee further acknowledges and agrees that this Lease is a non-exclusive agreement and that it is the intention of the Lessor to provide for and enter into other non-exclusive lease agreements with other permanent or temporary tenant(s) or licensee(s) for space at Barrington's White House. Lessor and Lessee understand and agree that Lessee will have 24/7 access to the Leased Premises via a secure key code entrance, but Lessee further understands and agrees that Barrington's White House, as a community and cultural center, will be used for various scheduled public and private events of various sizes and at various times, and Lessee agrees to accept the reasonable inconvenience attendant to such uses, as Lessee's only exclusive

rights are only to the Leased Premises and the Storage Space, if included as a selected and approved option on Exhibit C, "Optional Lessor Services".

- (2) Lessee and its invitees shall also have shared access to the Second Floor restrooms as well as limited shared access to the Kitchen in Barrington's White House when and if the Kitchen is available. Lessee understands and agrees that use of the Kitchen in Barrington's White House is based primarily upon a reserved and scheduled use basis, and the use of the Kitchen by Lessee and/or its invitees shall be in compliance with Barrington's White House policies established by the Village, or its designee, from time to time, and such use shall be further subject to limited availability, giving preference to any reserved and scheduled use(s) of the Kitchen.
- (3) Notwithstanding the provisions of Subparagraphs 1(E)(1) above, and any other provisions of this Lease to the contrary, Lessee shall be provided with access to the Volunteer Office within Barrington's White House which can accommodate up to 14 people for Lessee's board meetings or committee meetings. For this purpose, Lessee shall provide to Barrington's White House Hospitality Manager its meeting schedule in advance on an annual basis prior to January 1 of each year, and such use of such meeting room shall be offered to Lessee at no charge for not to exceed twelve (12) board meetings of the Lessee per year and twelve (12) committee meetings per year. Use of Barrington's White House rooms other than the Volunteer Office would be billed to Lessee consistent with the respective facility use and reservation policies and fee schedule of Barrington's White House as they exist from time to time. If, for any reason, the Lessor or Lessee needs to reschedule a previously scheduled meeting of Lessee, the meeting shall be rescheduled to a mutually convenient date and time when the Volunteer Office is available. Lessee and its invitees shall be required to comply with the food and liquor policies established by the Village, or by its designee, for use of Barrington's White House as such policies may be amended from time to time.

F. NO MODIFICATIONS OR LIENS PERMITTED:

Lessee is and shall be prohibited from making any modifications, including the installation of any signage, to either the interior or the exterior of the Leased Premises, Barrington's White House, or the Property, and Lessee shall be prohibited from causing any lien to be recorded against the Leased Premises, Barrington's White House, or the Property.

G. ELECTRONIC HEATING DEVICES (SPACE HEATERS) PROHIBITED:

Lessee is and shall be prohibited from operating any apparatus or equipment commonly known as a "space heater" on the Property and/or within the Leased Premises.

H. ADDITIONAL LOCKS PROHIBITED:

Except for any basement storage space leased by Lessee pursuant to this Lease, Lessee is prohibited from installing any additional locks and/or locking devices upon any doors of the Leased Premises, or anywhere in or on Barrington’s White House or the Property, without the prior written consent of the Village Manager, or his designee.

I. LESSEE HAS NO VESTED INTEREST:

Lessee acknowledges and agrees that this Lease shall not constitute any vested interest by the Lessee in the Property, Barrington’s White House, and/or the Leased Premises.

J. USE OF LEASED PREMISES LIMITED TO OFFICES:

Lessee further acknowledges and agrees that the Leased Premises shall be used for offices and meetings of the Lessee but not as a location to provide services directly to the public.

2. TERM; OPTION:

Unless sooner terminated as hereinafter provided, the term of this Lease shall be for a period of two (2) years commencing on September 1, 2017 and terminating on August 31, 2019.

3. BASE MONTHLY RENT:

As consideration for this Lease and Lessee’s rental of the Leased Premises as identified herein, the Lessee shall pay to the Lessor, in lawful money of the United States, base monthly rent for the Leased Premises in the sums set forth below (the “Base Monthly Rental Amount”) on or before the first day of each month:

	<u>Term</u>	<u>Base Monthly Rental Amount for Leased Premises</u>
A.	September 1, 2017 through August 31, 2018 (\$11,968.68 annually)	\$ 997.39 per month
B.	September 1, 2018 through August 31, 2019 (\$12,208.05 annually)	\$1,017.34 per month

Lessee further acknowledges and agrees that, in addition to the aforesaid Base Monthly Rental Amount as provided for in this paragraph, Lessee shall also be responsible to pay Lessor on a monthly basis for any and all Optional Lessor Services selected by Lessee as identified on Exhibit C hereof, the monthly cost of which Optional Lessor Services selected by Lessee shall also increase by two percent (2%) each year during the entire term of this Lease.

4. LEASED PREMISES MUST REMAIN EXEMPT FROM REAL ESTATE TAXES:

Lessee acknowledges that Barrington’s White House is used for municipal purposes and is now or will be real estate tax exempt in nature and Lessee represents and warrants that Lessee will be able to qualify for a real estate property tax exemption for Lessee’s leasehold interest in the Leased Premises and the Property, and if Lessee does receive a real estate tax assessment for

Lessee's leasehold interest, Lessee shall make all reasonable efforts to obtain a real estate property tax exemption for same. Accordingly, Lessee, and not Lessor, shall be responsible to pay all real estate taxes which are levied during the Term and which are attributable to Lessee's leasehold interest in the Leased Premises. In any notice that Lessor shall provide to any state or county official of the existence of this Lease, and in its annual Certificate of Exempt Status to be filed annually with the appropriate Cook County official, Lessor shall described the real estate leased to Lessee as the "Leased Premises".

5. EVENTS OF DEFAULT; RIGHTS AND REMEDIES OF LESSOR:

A. EVENTS OF DEFAULT: The occurrence of any one or more of the following matters constitutes a default ("Default") by Lessee under this Lease:

- (1) failure by Lessee to pay any monthly Rent, including but not limited to the Base Monthly Rental Amount and the monthly rent due for any Optional Services selected by Lessee as set forth on Exhibit C hereof, within five (5) days after written notice of failure to pay the same on the due date;
- (2) failure by Lessee to pay, within five (5) days after written notice of failure to pay on the due date from Lessor to Lessee, any other moneys required to be paid by Lessee under this Lease;
- (3) failure by Lessee to observe or perform any of the covenants in respect of assignment and subletting as set forth herein;
- (4) failure by Lessee to cure forthwith, immediately after receipt of written notice from Lessor, any hazardous condition which Lessee has created in violation of law or of this Lease;
- (5) failure by Lessee to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure shall continue for thirty (30) days after written notice thereof from Lessor to Lessee;
- (6) the levy upon under writ of execution or the attachment by legal process of the leasehold interest of Lessee, or the filing or creation of a lien in respect of such leasehold interest, which lien shall not be released or discharged within ten (10) days from the date of such filing;
- (7) Lessee vacates or abandons the Leased Premises, whether or not Lessee thereafter continues to pay the Base Monthly Rental Amount and/or the monthly rent due for any Optional Services selected by Lessee as set forth on Exhibit C hereof, or any portion thereof, due under this Lease;
- (8) Lessee becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for Lessee or for the major part of its property;



- (9) a trustee or receiver is appointed for Lessee or for the major part of its property and is not discharged within sixty (60) days after such appointment;
- (10) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors, are instituted (i) by Lessee or (ii) against Lessee and are allowed against it or are consented to by it or are not dismissed within sixty (60) days after such institution; or
- (11) if Lessee is not able to secure and/or to maintain Lessee's leasehold interest in the Leased Premises and the Property as exempt from real estate taxes after all reasonable efforts to do so, if Lessee's use of the Property jeopardizes or adversely affects Lessor's real estate tax exemption for the Property or any portion thereof, or if Lessee fails to timely pay any real estate taxes assessed on Lessee's leasehold interest in the Leased Premises.

B. **RIGHTS AND REMEDIES:** If a Default occurs, Lessor shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Lessor of any other right or remedy allowed it by law:

- (1) Lessor may terminate this Lease by giving to Lessee notice of Lessor's election to do so, in which event the Term of this Lease shall end, and all right, title and interest of Lessee hereunder shall expire on the date stated in such notice;
- (2) Lessor may terminate the right of Lessee to possession of the Leased Premises without terminating this Lease by giving notice to Lessee that Lessee's right of possession shall end on the date stated in such notice, whereupon the right of Lessee to possession of the Leased Premises or any part thereof shall cease on the date stated in such notice; and
- (3) Lessor may enforce the provisions of this Lease and may enforce and protect the rights of Lessor hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all rent and other moneys due or to become due from Lessee under any of the provisions of this Lease.

6. **HEAT, AIR CONDITIONING, WATER AND SEWER SERVICE, AND MAINTENANCE:**

Utilities for the provision of heat, air conditioning, and Village water and sewer service will not be separately metered, and Lessor shall be responsible for the payment of all such utilities for Barrington's White House, including but not limited to the Leased Premises. Lessor will, at its own expense, at all reasonable hours during each day and evening, seven (7) days per week, during the appropriate time of the year furnish heat and air conditioning for the Leased Premises at temperatures in compliance with Illinois statutes or to a greater extent, in the sole discretion of the Lessor, except when Lessor is prevented from doing so by Acts of God or such other accidents, power outages, and/or unavoidable delays experienced by the Lessor, provided, however, that except as provided by Illinois Statute, the Lessor shall not be held liable for

damages sustained by the Lessee in the event of any personal injury or loss by the Lessee occasioned by the failure of the respective heating, air conditioning, and/or water and sewer system(s) serving the Leased Premises to sufficiently heat, cool, or otherwise serve the Leased Premises, by occurrences such as the leakage or breakage of any pipes, and/or by any defect in the electrical wiring, elevator apparatus and service thereof, or by reason of any other defect, latent or patent, in, around, or about the Leased Premises and/or the Barrington's White House.

7. ELECTRICITY, TELEPHONE, CABLE AND INTERNET SERVICE, AND SATELLITE DISH SERVICE:

- A. Electric service to the Leased Premises shall not be separately metered, and Lessor shall be responsible to pay for and provide sufficient electricity to the Leased Premises for lighting and to power the usual and ordinary office equipment.
- B. Except as provided on Exhibit C, "Optional Lessor Services", (if any have been selected by the Lessee), telephone and/or such other communications equipment shall be the responsibility of the Lessee to provide, and any charges for telephone and/or other communications service shall be billed directly to the Lessee by the Lessee's provider and shall be the responsibility of the Lessee to pay.
- C. Except as provided on Exhibit C, "Optional Lessor Services", (if any have been selected by the Lessee), Lessee shall be permitted to have cable and internet service installed, at Lessee's sole cost and expense, and at such locations as approved in writing in advance by the Village Manager, or his designee, and it shall be the responsibility of Lessee to pay for any such cable service, including any internet or telephone service provided thereby.
- D. Satellite dish service and the installation of any equipment related thereto are and shall be prohibited.

8. PARKING SPACES:

The reserved use of on-site or off-site parking spaces is not included in this Lease. At the time of execution of this Lease, Lessee shall be obligated to obtain and shall thereafter maintain for each employee one of the following Village parking permit options:

- A. Village Discounted Employer/Employee "B" Parking Permit(s) at \$40.00 per year (or the then current rate per year) (June 1<sup>st</sup> through May 31<sup>st</sup>), which includes Lot 13 (Village Lot west of funeral home), Lot 7 (Village Hall) or other discounted lots as designated for use by holders of a Discounted Permit; or
- B. Village Premium Employer/Employee "A" Parking Permit at \$160.00 per year (or the then current rate per year) (Available June 1<sup>st</sup>), or \$45.00 per quarter (or the then current rate per quarter), which includes the Barrington Village Center and all Village lots as designated for use by holders of a Premium Permit.

9. OTHER AREAS:

Subject to any ordinances, rules and/or regulations which may be promulgated from time to time relative to Barrington's White House, Lessee will be entitled to the nonexclusive use of the common areas of Barrington's White House including but not limited to corridors, restrooms, elevators, and stairs for access to the Leased Premises, and, except as noted in Paragraph 8(B) below, such common areas shall not include any of the rooms of Barrington's White House which are or will be regularly made available for public use and/or for leasing to the public, for short-term rental or for scheduled public and private events.

10. ORDINANCES, RULES AND REGULATIONS; DISTRIBUTION OF KEYS FOR BARRINGTON'S WHITE HOUSE AND THE LEASED PREMISES:

Lessee hereby acknowledges and agrees that Barrington's White House is a historic structure within the Village and that this Lease and the Lessee are and may hereafter be subject to such Ordinances, Rules and Regulations which may be promulgated from time to time by the Corporate Authorities of the Lessor, and such Rules and Regulations shall be deemed to constitute a part of this Lease. The Lessee shall observe and comply with such Ordinances, Rules and Regulations and also with such other further reasonable rules and regulations as may from time to time be promulgated and required by the Lessor's Village Manager, or his designee, for the necessary, proper and orderly operation, maintenance, and use of the Barrington's White House in which the Leased Premises is located. Such Rules and Regulations include but are not limited to a limitation on the distribution of the keys for Barrington's White House and the Leased Premises for the use thereof by members and/or employees of the Lessee. It shall be a specific condition of this Lease that any such keys for the Leased Premises or Barrington's White House provided to Lessee and/or its members and/or employees shall not be copied or in any way distributed to unauthorized members and/or employees of Lessee. All necessary keys shall be furnished by the Lessor and are and shall remain the property of the Lessor.

11. SURRENDER OF LEASED PREMISES:

Upon termination of this Lease, Lessee shall promptly deliver possession of the Leased Premises to the Lessor in clean and sanitary condition and in as good condition as when possession of the Leased Premises was delivered to Lessee, ordinary wear and tear excepted, together with all keys to both the Leased Premises and/or Barrington's White House which were distributed by the Lessor to the Lessee and/or its members and/or employees Lessee shall be responsible to pay for any damage sustained to the Lease Premises as a result of Lessee's occupation thereof, ordinary wear and tear excepted. Any alterations made to the Leased Premises by either the Lessee or the Lessor, except movable furniture and fixtures placed in the Leased Premises at the expense of Lessee, shall be and become the property of Lessor, and shall remain upon and be surrendered with the Leased Premises as a part thereof at the termination of this Lease.

12. TERMINATION; ABANDONMENT; RE-ENTRY; RELETTING:

Lessor shall have the right to terminate this Lease without cause upon one hundred eighty (180) days' prior written notice to Lessee. Upon termination of this Lease, by lapse of time or

otherwise, Lessee agrees to and shall deliver immediate and peaceable possession of the Leased Premises to Lessor, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of One Hundred Dollars (\$100.00) per day, and it shall be lawful for the Lessor or its legal representative at any time thereafter, without notice, to re-enter the Leased Premises or any part thereof with or (to the extent permitted by law) without process of law, and to expel, remove and put out the Lessee or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and enjoy the Leased Premises again as before this Lease, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants; or in case the Leased Premises shall be abandoned, deserted, or vacated, and remain unoccupied five (5) days consecutively, the Lessee hereby authorizes and requests the Lessor, as Lessee's agent for this purpose, to re-enter the Leased Premises and remove all articles found therein and place them in a warehouse or other suitable storage place, at the sole cost and expense of Lessee. If the Lessee shall fail to pay to the Lessor the aforesaid consideration for liquidated damages at the time, place and in the manner above provided, and the same shall remain unpaid five (5) days after the day whereon the same should be paid, the Lessor by reason thereof shall be authorized to declare the Term of this Lease ended, and the Lessee thereby expressly waives all right or rights to any notice or demand under any statute of the State of Illinois relative to forcible entry or detainer or landlord and tenant, and agrees that the Lessor, its agents or assigns, may begin suit for possession or rent without notice or demand.

Notwithstanding anything to the contrary contained in this Lease, the Lessor shall, in addition to any other right under law or equity or set forth in this Lease, have the right to terminate this Lease at any time and take possession of the Leased Premises if any one or more of the following occurs:

- A. The Lessee fails or refuses to comply with any Village Ordinances, or any rules and/or regulations promulgated from time to time by the Lessor relative to the Leased Premises, Barrington's White House, and/or the Property; and/or
- B. The existence of this Lease causes the Lessor to lose or be unable to obtain an exemption from the payment of general real estate taxes on any part or all of the real Property described on Exhibit A to this Lease.

13. LESSOR NOT LIABLE:

Lessee acknowledges and agrees that Lessee is leasing the Leased Premises at Lessee's own risk, and except as provided by Illinois statute, the Lessor shall not be liable for any loss of any of Lessee's personal property sustained by Lessee or any defects in the Barrington White House structure or in the Leased Premises, or any damages to the person or property of the Lessee in or about Barrington's White House, or in or about the Leased Premises, from leaks from any pipes or plumbing within Barrington's White House or from any water, rain or snow which may seep into, issue or flow from any part of Barrington's White House or the Leased Premises. The Lessee hereby covenants and agrees to make no claim against Lessor for any such loss or damage at any time. The Lessor shall not be liable for any loss or damage of or to any property of Lessee placed in any storeroom or storage place in Barrington's White House or elsewhere, the furnishing of which storeroom or storage place being furnished gratuitously by Lessor, and no part of the obligations of this Lease.

14. ASSIGNMENT; SUBLETTING:

Lessee shall neither sublet the Leased Premises, or any part thereof, nor assign this Lease, nor permit by any act or default any transfer of Lessee's interest in the Leased Premises by operation of law, or offer the Leased Premises, or any part thereof, for lease or sublease, nor permit the use thereof for any purpose other than described herein, without in each case obtaining the prior written consent of Lessor, and the Lessor reserves the absolute and unconditional right, in its sole discretion, to decline to approve any proposed sub-tenant.

15. COMPLIANCE WITH LAWS:

Lessee shall, at Lessee's sole cost and expense, comply with all existing and future federal, state and local laws, ordinances, rules and regulations (including but not limited to all laws and ordinances relating to health, sanitation, and safety) which may be applicable to Lessee's use, occupancy, operation, and/or maintenance of the Leased Premises, as well as any construction and/or installation of any and all improvements and/or equipment which may be constructed and/or installed on or within the Leased Premises by Lessee, at Lessee's sole cost and expense, but only with the prior written consent of the Lessor.

16. INSURANCE:

Prior to Lessee's occupancy of the Leased Premises, Lessee shall provide to Lessor Certificates of Insurance for coverage as specified below, naming as additional insured the Village of Barrington, 200 South Hough Street, Barrington, Illinois, together with its elected officials, officers, trustees, employees, agents, and volunteers, which Certificates of Insurance shall be in a form and in those types and amounts acceptable to and approved in writing in advance by an attorney selected by the Lessor.

During the entire term of this Lease, and any extension thereof, Lessee shall maintain and cause to be maintained, in full force and effect, and at Lessee's sole cost and expense, the following types and limits of insurance and shall comply with the provisions stated below unless any of these requirements are specifically waived in writing by the Lessor:

- A. State of Illinois worker's compensation insurance in statutory limits and employer's liability insurance with minimum limits of \$1,000,000.00 per accident.
- B. Comprehensive commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) for injuries, including death, to any one person, Two Million Dollars (\$2,000,000.00) each occurrence, and Two Million Dollars (\$2,000,000.00) as the aggregate limit for each occurrence of bodily injury, personal injury and/or property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, coverage for independent contractor's liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities commonly known as XCU coverage.

- C. Insurance covering Lessee's own equipment and property located on or in the Leased Premises.
- D. Certificates of Insurance for each insurance policy required to be obtained by Lessee in compliance with this Lease, along with written evidence of payment of required premiums shall be submitted by Lessee to Lessor and maintained with Lessor prior to taking occupancy of the Leased Premises and shall be provided by Lessee annually during the term of this Lease, or any extension thereof, at least ten (10) days prior to the expiration of each renewal.
- E. Notice of Cancellation Required: Each insurance policy, or the Certificate of Insurance for same, required by this Paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Lessor.

17. INDEMNIFICATION:

Lessee, at Lessee's sole cost and expense, shall indemnify, defend and hold harmless Lessor, its elected officials, officers, boards, commissions, employees, agents, and volunteers (hereinafter all collectively referred to as "Lessor's Indemnitees") from and against all liabilities, judgments, obligations, claims, charges, penalties, liens, damages, causes of action, costs, losses and expenses (including without limitation reasonable attorneys and costs of defense) which may in anyway arise, accrue, or be asserted against the Lessor's Indemnitees by reason of any negligent act or omission or willful misconduct of Lessee, its officers, employees, agents, volunteers, contractors and/or subcontractors resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, or loss or destruction of tangible or intangible personal property occurring on the Leased Premises, Barrington's White House and/or the Property or any adjacent sidewalks, curb or ways which may arise out of, result from or become consequent upon or which may be directly or indirectly connected in any way with Lessee's operation, use or condition of the Leased Premises or Lessee's failure to comply with any applicable federal, state or local statute, ordinance or regulation. Notwithstanding anything to the contrary contained in this paragraph, the indemnities set forth herein shall not apply to the extent that any liability, obligation, claim, damage, cause of action, cost or expense results from any act, omission to act, accident or occurrence in which one or more of Lessor's Indemnitees is the sole cause of the injury, death or damage. The provisions of this paragraph shall survive any termination of this Lease.

18. FORCE MAJEURE:

If Lessor fails to timely perform any of the terms, covenants and conditions of this Lease on Lessor's part to be performed, and/or if the Leased Premises and/or Barrington's White House is destroyed and/or substantially damaged, and such failure and/or casualty is due in whole or in part to any fire, explosion, strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, earthquakes, acts of God, acts caused directly or indirectly by Lessee (or Lessee's agents, employees, contractors, licensees or invitees) or any other cause beyond the reasonable control of Lessor, then Lessor shall not be deemed in default

under this Lease as a result of such failure and any time for performance by Lessor provided for herein shall be extended by the period of delay resulting from such cause.

19. PLURALS; SUCCESSORS:

The words “Lessor” and “Lessee” wherever used in this Lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreement herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

20. LESSEE’S REPRESENTATIONS:

Lessee represents and warrants to the Lessor, which such representations Lessor is relying upon in entering into this Lease as follows:

- A. Lessee is a not-for-profit corporation organized, existing and in good standing pursuant to the laws of the State of Illinois. Lessee, and Lessee’s representative(s) executing this Lease, have the authority to enter into this Lease, and Lessee has taken all appropriate action to authorize the execution of the same. Lessee is exempt from the payment of federal income taxes pursuant to the applicable provisions of the Internal Revenue Code.
- B. Lessee represents and warrants that Lessee will be able to qualify for a real estate property tax exemption for Lessee’s leasehold interest in the Leased Premises and the Property, and if Lessee does receive a real estate tax leasehold assessment, Lessee shall make all reasonable efforts to obtain a real estate property tax exemption for same.

21. OPTIONAL LESSOR SERVICES:

Included as part of this Lease shall be all of those Optional Lessor Services, if any, selected by Lessee and identified on Exhibit C, “Optional Lessor Services”, attached hereto and thereby made a part hereof, which Optional Lessor Services shall be provided to Lessee at the cost(s) set forth on Exhibit C, which cost(s) shall be in addition to the Base Monthly Rental Amount of the Leased Premises as set forth in Paragraph 3 hereof.

22. ATTORNEYS’ FEES:

In any action to enforce or interpret this Lease, including any action to recover possession by the Lessor and/or for any action for the collection of rent or other moneys due the Lessor, the prevailing party shall be entitled to recover its attorneys’ fees and other costs of such litigation.

23. VENUE AND CHOICE OF LAW:

The parties hereto agree that the venue for any and all disputes relative to this Lease shall solely be in the county in which the Village’s Village Hall is located, and this Lease, and any Exhibits

attached hereto and made a part hereof, shall be construed and interpreted in accordance with the laws of the State of Illinois.

24. ENTIRE AGREEMENT:

This Lease, and all Exhibits attached hereto which by reference are made a part thereof, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Lease may not be modified, changed, or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the parties hereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

The undersigned hereby represents and warrants that the undersigned is/are the respective duly authorized agent(s) on behalf of the respective Lessee and Lessor as indicated below and has/have the authority to execute this Lease on behalf of the respective Lessee and Lessor, and the undersigned hereby accept(s) and agree(s) to the provisions of the foregoing Lease, including but not limited to Exhibit C, which is or shall become part hereof when completed, initialed, and executed by both parties. WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSEE:  
BARRINGTON AREA CONSERVATION TRUST,  
a not-for-profit corporation

LESSOR:  
VILLAGE OF BARRINGTON, an  
Illinois municipal corporation

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Karen Darch, Village President

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Village Clerk

[S E A L]

[S E A L]



EXHIBIT A

LEGAL DESCRIPTION

(the "Property")

LOT 1 IN BARRINGTON VILLAGE CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF COUNTY CLERK'S REDIVISION RECORDED APRIL 7, 1898 AS DOCUMENT NO. 2669569 AND PART OF ASSESSOR'S DIVISION RECORDED NOVEMBER 21, 1872 AS DOCUMENT NO. 69470, IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 2012 AS DOCUMENT NO. 1312029083, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

FLOOR PLAN OF LEASED PREMISES



**EXHIBIT C**  
**OPTIONAL LESSOR SERVICES**

Lessor hereby agrees to provide the following "Optional Lessor Services" at Barrington's White House. Lessee agrees to and shall be responsible to pay for all of those "Optional Lessor Services" selected by Lessee as indicated below, if any, the cost(s) of which shall be in addition to the Base Monthly Rental Amount of the Leased Premises, as provided in Paragraph 3 of the Lease [Lessor and Lessee both must initial each of the following options and sign this Exhibit C on behalf of Lessor and Lessee]:

- |  | <u>Additional Cost</u><br><u>Per Month</u>  |
|--|---|
| <p>(1) <b><u>BASEMENT STORAGE*</u></b>: Lessor agrees to provide to Lessee, and Lessee desires to lease from Lessor _____ square feet of lockable, gated storage space in the basement of the Property at a cost of \$5.20 per square foot per month, which monthly storage rental fee shall be in addition to the Base Monthly Rental Amount of the Leased Premises.</p> <p><input type="checkbox"/> Accepted by Lessee      [Initials: _____]      <input type="checkbox"/> Approved by Lessor      [Initials: _____]</p> <p><input type="checkbox"/> Declined by Lessee      [Initials: _____]      <input type="checkbox"/> Acknowledged by Lessor      [Initials: _____]</p>  | <p>_____ feet at<br/>\$5.20 per foot:</p> <p>\$ _____*</p>  |
| <p>(2) <b><u>MITEL PHONE SYSTEM*</u></b>: Lessor and Lessee both acknowledge, understand, and agree that the Mitel Phone System installed at Barrington's White House is and shall remain the property of the Village of Barrington (Lessor). Lessor agrees to lease to Lessee that portion of Lessor's Mitel Phone System specified below at a cost of \$36.41 per line per month for the period 9/01/17 through 8/31/18, and \$37.14 per line per month for the period 09/01/18 through 8/31/19. The Lessee desires to lease <u>  2  </u> lines of Lessor's Mitel Phone System, which includes voicemail, at a cost of \$36.41 per line per month for the period 9/01/17 through 8/31/18, and \$37.14 per line per month for the period 09/01/18 through 8/31/19, which monthly phone system rental fee shall be in addition to the Base Monthly Rental Amount of the Leased Premises. Lessee understands and agrees that Lessee will need to provide broadband and POTS phone line.</p> <p><input type="checkbox"/> Accepted by Lessee      [Initials: _____]      <input type="checkbox"/> Approved by Lessor      [Initials: _____]</p> <p><input type="checkbox"/> Declined by Lessee      [Initials: _____]      <input type="checkbox"/> Acknowledged by Lessor      [Initials: _____]</p> | <p>_____ Lines at<br/>\$36.41 per line:<br/>9/01/17 - 8/31/18<br/>_____ Lines = \$ _____*</p> <p>_____ Lines at<br/>\$37.14 per line:<br/>9/01/18 - 8/31/19<br/>_____ Lines = \$ _____*</p> |
| <p>(3) <b><u>Wi-Fi SERVICE*</u></b>: Lessor agrees to provide Wi-Fi service to Lessee, if Lessee so elects, at the following cost:<br/>The Lessee elects to have Wi-Fi service for the Leased Premises as provided by Lessor at an additional cost of \$40.82 per month, which monthly Wi-Fi fee shall be in addition to the Base Monthly Rental Amount of the Leased Premises. This includes one (1) SSID per Leased Premises.</p> <p><input type="checkbox"/> Accepted by Lessee      [Initials: _____]      <input type="checkbox"/> Approved by Lessor      [Initials: _____]</p> <p><input type="checkbox"/> Declined by Lessee      [Initials: _____]      <input type="checkbox"/> Acknowledged by Lessor      [Initials: _____]</p>  | <p>\$ _____*</p>  |

**Extended Two-Year Term**

	<u>YEAR 3*</u>	<u>YEAR 4*</u>
	(9/01/17 - 8/31/18)	(9/01/18 - 8/31/19)
<b><u>*TOTAL PER MONTH FOR ALL ADDITIONAL OPTIONAL SERVICES SELECTED:</u></b>	\$ _____	\$ _____
<b><u>TOTAL PAYMENT DUE PER MONTH, INCLUDING BASE MONTHLY RENTAL PAYMENT:</u></b>	\$ _____	\$ _____

\*The additional monthly rental fees for these optional services shall each increase by two percent (2%) each year during the entire term of this Lease.

The undersigned states that he or she is/are the respective duly authorized agent(s) of the respective Lessee and Lessor as indicated below and has/have the authority to execute this Lease on behalf of the respective Lessee and Lessor, and the undersigned, on behalf of the respective Lessee and Lessor, hereby accept(s) and agree(s) to the provisions of the foregoing Lease, including but not limited to this Exhibit C, which is part thereof.

**LESSEE:** BARRINGTON AREA CONSERVATION TRUST  
ACCEPTED AND AGREED TO BY LESSEE  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

**LESSOR:** VILLAGE OF BARRINGTON  
APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
Its Authorized Agent

By: \_\_\_\_\_  
Its Authorized Agent

ORDINANCE APPROVING AND AUTHORIZING  
THE RENEWAL AND EXECUTION OF A CERTAIN OFFICE LEASE  
BETWEEN THE VILLAGE OF BARRINGTON (AS LESSOR) AND  
BARRINGTON CHILDREN'S CHARITIES (AS LESSEE)  
FOR CERTAIN OFFICE SPACE WITHIN  
BARRINGTON'S WHITE HOUSE LOCATED AT 145 W. MAIN STREET

WHEREAS, the Village of Barrington, Cook and Lake Counties, Illinois (the "Village"), is the owner of certain real property within the Village located at 145 West Main Street, and commonly known as "Barrington's White House"; and

WHEREAS, the Village has renovated and restored Barrington's White House, which is the subject of a special use previously granted by the Village to authorize the permitted uses thereof as a community center, cultural facilities, government offices, and as a place of public assembly; and

WHEREAS, there exists within Barrington's White House space which the Village leases as office space for a monthly rental fee to not-for-profit organizations, the lease of which would not affect the exempt status granted by the State of Illinois for the Barrington White House property; and

WHEREAS, in 2015 the Village and Barrington Children's Charities, an Illinois not-for-profit corporation ("Lessee") entered into a certain Office Lease, which Lease expires by its terms on August 31, 2017 (the "2015 Lease"), but which 2015 Lease provided to the Lessor an option to continue to lease and occupy the Leased Premises for an additional two (2) year period expiring August 31, 2019; and

WHEREAS, the Lessee desires to exercise the option provided by the 2015 Lease to continue to lease and occupy the Leased Premises as described therein for an additional two (2) year period, and the Village desires to lease the Leased Premises to the Lessee for an additional two (2) year period pursuant to the terms and conditions as contained in the 2017 Office Lease, a copy of which 2017 Office Lease is attached hereto as Exhibit A and thereby made a part hereof; and

WHEREAS, the Corporate Authorities of the Village find that it is in the best interests of the Village and its residents for the Village to enter into and execute said 2017 Office Lease with the Lessee:

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, as follows:

SECTION 1: That the President and Board of Trustees of the Village of Barrington find that the facts as stated in the preamble hereof are true and correct and are incorporated herein by reference as its findings of fact as if fully set forth.

SECTION 2: That the Corporate Authorities hereby approve, authorize, and ratify the lease to Barrington Children's Charities, an Illinois not-for-profit corporation ("Lessee") of certain designated office space within Barrington's White House (Suite 204) for a term of two (2) years

beginning September 1, 2017 and ending August 31, 2019, upon the Lessee's prior execution of the 2017 Office Lease therefor, all pursuant to the terms and conditions of the 2017 Office Lease between the Village and the Lessee, substantially in the form attached hereto as Exhibit A and thereby made a part hereof.

SECTION 3: The Village President is hereby authorized to execute said 2017 Office Lease between the Village and the Lessee, substantially in the form attached hereto as Exhibit A and thereby made a part hereof, and the Village Clerk is hereby authorized to attest thereto and deliver to the Lessee an executed copy of said 2017 Office Lease and to otherwise take all the necessary and appropriate actions to accomplish the lease by the Village to the Lessee of that space in Barrington's White House designated in the aforesaid 2017 Office Lease as provided for herein.

SECTION 4: This Ordinance shall take effect from and after its passage and approval as provided by law.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017, BY THREE-FOURTHS (AT LEAST 6 VOTES) OF THE CORPORATE AUTHORITIES OF THE VILLAGE THEN HOLDING OFFICE BY ROLL CALL VOTE AS FOLLOWS:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

RECUSE: \_\_\_\_\_

APPROVED THIS \_\_\_\_ OF \_\_\_\_\_, 2017

\_\_\_\_\_  
Karen Y. Darch, Village President

ATTESTED AND FILED THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2017

\_\_\_\_\_  
Tony Ciganek, Village Clerk  
(SEAL)

EXHIBIT A

2017 OFFICE LEASE  
Barrington's White House

RE: Barrington Children's Charities

OFFICE LEASE

RE: 145 W. Main Street, Barrington, Illinois (Barrington's White House)

THIS OFFICE LEASE ("Lease") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017, between the Lessor, VILLAGE OF BARRINGTON, Illinois, an Illinois municipal corporation ("Lessor"), and the Lessee, BARRINGTON CHILDREN'S CHARITIES, an Illinois not-for-profit corporation ("Lessee") pursuant to the Constitution of the State of Illinois, the Statutes of the State of Illinois and that certain Ordinance of the Lessor (the "Lease Authorization Ordinances"), being Ordinance No. 2017-\_\_\_\_\_, which was adopted by the Corporate Authorities of the Lessor on \_\_\_\_\_, 2017:

WITNESSETH:

WHEREAS, in 2015 the Lessor and the Lessee previously entered into a certain Office Lease for the Leased Premises identified herein (the "2015 Lease"), which 2015 Lease expires by its terms on August 31, 2017, but which 2015 Lease provided to the Lessor an option to continue to lease and occupy the Leased Premises for an additional two (2) year period expiring August 31, 2019; and

WHEREAS, Lessee desires to and does hereby exercise the option provided by the 2015 Lease to continue to lease and occupy the Leased Premises as described herein for an additional two (2) year period, pursuant to the terms and conditions as contained in this Lease, and Lessor desires to lease the Leased Premises as described herein to Lessee for said additional two (2) year period, and in consideration of the mutual covenants and agreements herein stated, the parties hereto agree as follows:

1. LEASED PREMISES AND LESSEE'S USE THEREOF:

A. LEASED PREMISES:

(1) Office Suite:

Lessor is the owner of that certain real property commonly known as 145 W. Main Street, Barrington, Illinois (the "Property"), which is legally described on Exhibit A attached hereto and thereby made a part hereof, a portion of which Property is improved with a multi-purpose municipal facility known as "Barrington's White House", which is a three-story historic structure recently restored and renovated by the Village for an adaptive re-use for the purpose of utilizing Barrington's White House as a community and cultural center, for public, governmental, and/or not-for-profit offices, and as a place for public or private events and gatherings, hereinafter referred to as "Barrington's White House". Subject to the terms and conditions hereinafter set forth, Lessor hereby demises and leases to the Lessee approximately 432 square feet of space in Suite 204 of the second level of Barrington's White House, which space is hereinafter referred to as the "Leased Premises". The Leased Premises (other than any included basement storage space) are depicted on the floor plan attached hereto as Exhibit B and thereby made a part hereof. This Lease is



specific only to the Lessee, its employees, agents, and visitors, and Lessee's use and occupancy of the Leased Premises shall be limited to only the Lessee.

- (2) Storage Space and Other Optional Lessor Services: See Exhibit C, "Optional Lessor Services", if any are selected by Lessee, which is attached hereto and made a part hereof.

**B. CONDITION OF LEASED PREMISES:**

- (1) Build-Out of Leased Premises: The build-out of the Leased Premises shall be provided at Lessor's expense and shall include the following:
  - (a) Carpeted, painted space with ceiling lights;
  - (b) Code required outlets on 20 amp service;
  - (c) Hardwiring in IT room for data ports in Leased Premises to interconnect. No additional wires may be pulled. Lessee to provide its own computer or computer system.

Lessee acknowledges and agrees that any materials provided with regard to the build-out of the Leased Premises are and shall remain the property of the Lessor.

- (2) Tenant Directory: A tenant directory shall be provided at a central location in Barrington's White House.
- (3) Signage: Lessee will be provided with signage that will have space for their non-profit name on the wall outside of their Leased Premises. The signage will be the standard signage being provided for the building interior.
- (4) Painting and Decorating of Leased Premises: Except as set forth in Subparagraphs (1) and (2) above, Lessee agrees to and shall accept the Leased Premises in "as is" condition and the Lessor shall not provide any painting or other decoration. Lessee is and shall be prohibited from painting, in any way changing, or making any additional improvements to the Leased Premises without the prior written consent of the Lessor. The Leased Premises shall be used only as and for the Lessee's office to conduct its general business. At all times during the Term of this Lease, or any extension thereof, Lessee shall keep and maintain all improvements in the Leased Premises in a clean, neat, safe and sanitary condition.

**C. ELECTRONIC COMMUNICATIONS AND INFORMATION SYSTEMS:**

Lessee shall arrange for the activation of any electronic communication and/or cable service for the Leased Premises. The Lessee may and is authorized to connect its electronic communication and/or information system equipment to the facilities located in the Leased Premises; provided, however, the Lessee shall have no right to and shall not be connected or attached in any way to the Lessor's information system(s) or equipment, including but not limited to its server. Notwithstanding anything contained in this Lease

to the contrary, if the Lessor provides any assistance, such as advice as to how to connect to the Lessor's information system and/or facilities, the provision thereof shall be deemed gratuitous and shall not create any duties or responsibilities on the part of the Lessor to the Lessee nor shall Lessor assume any liability for any consequences or damages resulting from any such action. Furthermore, the Lessor shall have no duty to supply any equipment support or administration of Lessee's electronic communication and/or information system and/or network administration. In addition, Lessee acknowledges and agrees that Lessee's electronic communication and/or information system equipment shall not be used, installed and/or operated in a manner which would or could in any way interfere with the signal(s), communication(s), and/or electronic information system equipment of Lessor or of any other existing or future tenant(s) of Barrington's White House. If it is determined by the Lessor that Lessee's installation, operation and/or use of its electronic communication and/or information system equipment interferes with the operation and/or use of the electronic communication and/or information system equipment of the Lessor or of any of Lessor's other existing or future tenant(s) of Barrington's White House, then Lessee, at Lessee's sole cost and expense, shall use its best efforts to and shall remediate such interference in a timely manner so as not to interfere with the electronic communication and/or information system of either the Lessor or other tenants of Barrington's White House.

D. NO HAZARDOUS SUBSTANCES PERMITTED:

Lessee represents and warrants that Lessee's use of the Leased Premises will not generate, nor will Lessee introduce onto and/or store on the Leased Premises, any hazardous, toxic, flammable, or dangerous substance, chemical or waste (collectively, "Hazardous Substance"), and that Lessee will not dispose of any Hazardous Substance on the Leased Premises, on or within Barrington's White House, and/or on the Property. Lessee shall not use the Leased Premises or the Property in any manner which would invalidate or be in conflict with any fire and/or casualty insurance covering the Property, Barrington's White House, and/or the Leased Premises.

E. NON-EXCLUSIVE LEASE; USE OF KITCHEN AND MEETING SPACE:

- (1) Lessee further acknowledges and agrees that this Lease is a non-exclusive agreement and that it is the intention of the Lessor to provide for and enter into other non-exclusive lease agreements with other permanent or temporary tenant(s) or licensee(s) for space at Barrington's White House. Lessor and Lessee understand and agree that Lessee will have 24/7 access to the Leased Premises via a secure key code entrance, but Lessee further understands and agrees that Barrington's White House, as a community and cultural center, will be used for various scheduled public and private events of various sizes and at various times, and Lessee agrees to accept the reasonable inconvenience attendant to such uses, as Lessee's only exclusive rights are only to the Leased Premises and the Storage Space, if included as a selected and approved option on Exhibit C, "Optional Lessor Services".
- (2) Lessee and its invitees shall also have shared access to the Second Floor restrooms as well as limited shared access to the Kitchen in Barrington's White House when and if the Kitchen is available. Lessee understands and agrees that use of the Kitchen

in Barrington's White House is based primarily upon a reserved and scheduled use basis, and the use of the Kitchen by Lessee and/or its invitees shall be in compliance with Barrington's White House policies established by the Village, or its designee, from time to time, and such use shall be further subject to limited availability, giving preference to any reserved and scheduled use(s) of the Kitchen.

- (3) Notwithstanding the provisions of Subparagraphs 1(E)(1) above, and any other provisions of this Lease to the contrary, Lessee shall be provided with access to the Volunteer Office within Barrington's White House which can accommodate up to 14 people for Lessee's board meetings or committee meetings. For this purpose, Lessee shall provide to Barrington's White House Hospitality Manager its meeting schedule in advance on an annual basis prior to January 1 of each year, and such use of such meeting room shall be offered to Lessee at no charge for not to exceed twelve (12) board meetings of the Lessee per year and twelve (12) committee meetings per year. Use of Barrington's White House rooms other than the Volunteer Office would be billed to Lessee consistent with the respective facility use and reservation policies and fee schedule of Barrington's White House as they exist from time to time. If, for any reason, the Lessor or Lessee needs to reschedule a previously scheduled meeting of Lessee, the meeting shall be rescheduled to a mutually convenient date and time when the Volunteer Office is available. Lessee and its invitees shall be required to comply with the food and liquor policies established by the Village, or by its designee, for use of Barrington's White House as such policies may be amended from time to time.

F. NO MODIFICATIONS OR LIENS PERMITTED:

Lessee is and shall be prohibited from making any modifications, including the installation of any signage, to either the interior or the exterior of the Leased Premises, Barrington's White House, or the Property, and Lessee shall be prohibited from causing any lien to be recorded against the Leased Premises, Barrington's White House, or the Property.

G. ELECTRONIC HEATING DEVICES (SPACE HEATERS) PROHIBITED:

Lessee is and shall be prohibited from operating any apparatus or equipment commonly known as a "space heater" on the Property and/or within the Leased Premises.

H. ADDITIONAL LOCKS PROHIBITED:

Except for any basement storage space leased by Lessee pursuant to this Lease, Lessee is prohibited from installing any additional locks and/or locking devices upon any doors of the Leased Premises, or anywhere in or on Barrington's White House or the Property, without the prior written consent of the Village Manager, or his designee.

I. LESSEE HAS NO VESTED INTEREST:

Lessee acknowledges and agrees that this Lease shall not constitute any vested interest by the Lessee in the Property, Barrington's White House, and/or the Leased Premises.

J. USE OF LEASED PREMISES LIMITED TO OFFICES:

Lessee further acknowledges and agrees that the Leased Premises shall be used for offices and meetings of the Lessee but not as a location to provide services directly to the public.

2. TERM; OPTION:

Unless sooner terminated as hereinafter provided, the initial term of this Lease shall be for a period of two (2) years commencing on September 1, 2017 and terminating on August 31, 2019.

3. BASE MONTHLY RENT:

As consideration for this Lease and Lessee's rental of the Leased Premises as identified herein, the Lessee shall pay to the Lessor, in lawful money of the United States, base monthly rent for the Leased Premises in the sums set forth below (the "Base Monthly Rental Amount") on or before the first day of each month:

	<u>Term</u>	<u>Base Monthly Rental Amount for Leased Premises</u>
A.	September 1, 2017 through August 31, 2018 (\$7,335.07 annually)	\$599.27 per month
B.	September 1, 2018 through August 31, 2019 (\$7,481.77 annually)	\$611.25 per month

Lessee further acknowledges and agrees that, in addition to the aforesaid Base Monthly Rental Amount as provided for in this paragraph, Lessee shall also be responsible to pay Lessor on a monthly basis for any and all Optional Lessor Services selected by Lessee as identified on Exhibit C hereof, the monthly cost of which Optional Lessor Services selected by Lessee shall also increase by two percent (2%) each year during the entire term of this Lease.

4. LEASED PREMISES MUST REMAIN EXEMPT FROM REAL ESTATE TAXES:

Lessee acknowledges that Barrington's White House is used for municipal purposes and is now or will be real estate tax exempt in nature and Lessee represents and warrants that Lessee will be able to qualify for a real estate property tax exemption for Lessee's leasehold interest in the Leased Premises and the Property, and if Lessee does receive a real estate tax assessment for Lessee's leasehold interest, Lessee shall make all reasonable efforts to obtain a real estate property tax exemption for same. Accordingly, Lessee, and not Lessor, shall be responsible to pay all real estate taxes which are levied during the Term and which are attributable to Lessee's leasehold interest in the Leased Premises. In any notice that Lessor shall provide to any state or county official of the existence of this Lease, and in its annual Certificate of Exempt Status to be filed annually with the appropriate Cook County official, Lessor shall described the real estate leased to Lessee as the "Leased Premises".

5. EVENTS OF DEFAULT; RIGHTS AND REMEDIES OF LESSOR:

- A. EVENTS OF DEFAULT: The occurrence of any one or more of the following matters constitutes a default (“Default”) by Lessee under this Lease:
- (1) failure by Lessee to pay any monthly Rent, including but not limited to the Base Monthly Rental Amount and the monthly rent due for any Optional Services selected by Lessee as set forth on Exhibit C hereof, within five (5) days after notice of failure to pay the same on the due date;
  - (2) failure by Lessee to pay, within five (5) days after notice of failure to pay on the due date from Lessor to Lessee, any other moneys required to be paid by Lessee under this Lease;
  - (3) failure by Lessee to observe or perform any of the covenants in respect of assignment and subletting as set forth herein;
  - (4) failure by Lessee to cure forthwith, immediately after receipt of notice from Lessor, any hazardous condition which Lessee has created in violation of law or of this Lease;
  - (5) failure by Lessee to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure shall continue for thirty (30) days after notice thereof from Lessor to Lessee;
  - (6) the levy upon under writ of execution or the attachment by legal process of the leasehold interest of Lessee, or the filing or creation of a lien in respect of such leasehold interest, which lien shall not be released or discharged within ten (10) days from the date of such filing;
  - (7) Lessee vacates or abandons the Leased Premises, whether or not Lessee thereafter continues to pay the Base Monthly Rental Amount and/or the monthly rent due for any Optional Services selected by Lessee as set forth on Exhibit C hereof, or any portion thereof, under this Lease;
  - (8) Lessee becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for Lessee or for the major part of its property;
  - (9) a trustee or receiver is appointed for Lessee or for the major part of its property and is not discharged within sixty (60) days after such appointment;
  - (10) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors, are instituted (i) by Lessee or (ii) against Lessee and are allowed against it or are consented to by it or are not dismissed within sixty (60) days after such institution; or

- (11) if Lessee is not able to secure and/or to maintain Lessee's leasehold interest in the Leased Premises and the Property as exempt from real estate taxes after all reasonable efforts to do so, if Lessee's use of the Property jeopardizes or adversely affects Lessor's real estate tax exemption for the Property or any portion thereof, or if Lessee fails to timely pay any real estate taxes assessed on Lessee's leasehold interest in the Leased Premises.

B. RIGHTS AND REMEDIES: If a Default occurs, Lessor shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Lessor of any other right or remedy allowed it by law:

- (1) Lessor may terminate this Lease by giving to Lessee notice of Lessor's election to do so, in which event the Term of this Lease shall end, and all right, title and interest of Lessee hereunder shall expire on the date stated in such notice;
- (2) Lessor may terminate the right of Lessee to possession of the Leased Premises without terminating this Lease by giving notice to Lessee that Lessee's right of possession shall end on the date stated in such notice, whereupon the right of Lessee to possession of the Leased Premises or any part thereof shall cease on the date stated in such notice; and
- (3) Lessor may enforce the provisions of this Lease and may enforce and protect the rights of Lessor hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all rent and other moneys due or to become due from Lessee under any of the provisions of this Lease.

6. HEAT, AIR CONDITIONING, WATER AND SEWER SERVICE, AND MAINTENANCE:

Utilities for the provision of heat, air conditioning, and Village water and sewer service will not be separately metered, and Lessor shall be responsible for the payment of all such utilities for Barrington's White House, including but not limited to the Leased Premises. Lessor will, at its own expense, at all reasonable hours during each day and evening, seven (7) days per week, during the appropriate time of the year furnish heat and air conditioning for the Leased Premises at temperatures in compliance with Illinois statutes or to a greater extent, in the sole discretion of the Lessor, except when Lessor is prevented from doing so by Acts of God or such other accidents, power outages, and/or unavoidable delays experienced by the Lessor, provided, however, that except as provided by Illinois Statute, the Lessor shall not be held liable for damages sustained by the Lessee in the event of any personal injury or loss by the Lessee occasioned by the failure of the respective heating, air conditioning, and/or water and sewer system(s) serving the Leased Premises to sufficiently heat, cool, or otherwise serve the Leased Premises, by occurrences such as the leakage or breakage of any pipes, and/or by any defect in the electrical wiring, elevator apparatus and service thereof, or by reason of any other defect, latent or patent, in, around, or about the Leased Premises and/or the Barrington's White House.

7. ELECTRICITY, TELEPHONE, CABLE AND INTERNET SERVICE, AND SATELLITE DISH SERVICE:

- A. Electric service to the Leased Premises shall not be separately metered, and Lessor shall be responsible to pay for and provide sufficient electricity to the Leased Premises for lighting and to power the usual and ordinary office equipment.
- B. Except as provided on Exhibit C, "Optional Lessor Services", (if any have been selected by the Lessee), telephone and/or such other communications equipment shall be the responsibility of the Lessee to provide, and any charges for telephone and/or other communications service shall be billed directly to the Lessee by the Lessee's provider and shall be the responsibility of the Lessee to pay.
- C. Except as provided on Exhibit C, "Optional Lessor Services", (if any have been selected by the Lessee), Lessee shall be permitted to have cable and internet service installed, at Lessee's sole cost and expense, and at such locations as approved in writing in advance by the Village Manager, or his designee, and it shall be the responsibility of Lessee to pay for any such cable service, including any internet or telephone service provided thereby.
- D. Satellite dish service and the installation of any equipment related thereto are and shall be prohibited.

8. PARKING SPACES:

The reserved use of on-site or off-site parking spaces is not included in this Lease. At the time of execution of this Lease, Lessee shall be obligated to obtain and shall thereafter maintain for each employee one of the following Village parking permit options:

- A. Village Discounted Employer/Employee "B" Parking Permit(s) at \$40.00 per year (or the then current rate per year) (June 1<sup>st</sup> through May 31<sup>st</sup>), which includes Lot 13 (Village Lot west of funeral home), Lot 7 (Village Hall) or other discounted lots as designated for use by holders of a Discounted Permit; or
- B. Village Premium Employer/Employee "A" Parking Permit at \$160.00 per year (or the then current rate per year) (Available June 1<sup>st</sup>), or \$45.00 per quarter (or the then current rate per quarter), which includes the Barrington Village Center and all Village lots as designated for use by holders of a Premium Permit.

9. OTHER AREAS:

Subject to any ordinances, rules and/or regulations which may be promulgated from time to time relative to Barrington's White House, Lessee will be entitled to the nonexclusive use of the common areas of Barrington's White House including but not limited to corridors, restrooms, elevators, and stairs for access to the Leased Premises, and, except as noted in Paragraph 8(B) below, such common areas shall not include any of the rooms of Barrington's White House which are or will be regularly made available for public use and/or for leasing to the public, for short-term rental or for scheduled public and private events.

10. ORDINANCES, RULES AND REGULATIONS; DISTRIBUTION OF KEYS FOR BARRINGTON'S WHITE HOUSE AND THE LEASED PREMISES:

Lessee hereby acknowledges and agrees that Barrington's White House is a historic structure within the Village and that this Lease and the Lessee are and may hereafter be subject to such Ordinances, Rules and Regulations which may be promulgated from time to time by the Corporate Authorities of the Lessor, and such Rules and Regulations shall be deemed to constitute a part of this Lease. The Lessee shall observe and comply with such Ordinances, Rules and Regulations and also with such other further reasonable rules and regulations as may from time to time be promulgated and required by the Lessor's Village Manager, or his designee, for the necessary, proper and orderly operation, maintenance, and use of the Barrington's White House in which the Leased Premises is located. Such Rules and Regulations include but are not limited to a limitation on the distribution of the keys for Barrington's White House and the Leased Premises for the use thereof by members and/or employees of the Lessee. It shall be a specific condition of this Lease that any such keys for the Leased Premises or Barrington's White House provided to Lessee and/or its members and/or employees shall not be copied or in any way distributed to unauthorized members and/or employees of Lessee. All necessary keys shall be furnished by the Lessor and are and shall remain the property of the Lessor.

11. SURRENDER OF LEASED PREMISES:

Upon termination of this Lease, Lessee shall promptly deliver possession of the Leased Premises to the Lessor in clean and sanitary condition and in as good condition as when possession of the Leased Premises was delivered to Lessee, ordinary wear and tear excepted, together with all keys to both the Leased Premises and/or Barrington's White House which were distributed by the Lessor to the Lessee and/or its members and/or employees. Lessee shall be responsible to pay for any damage sustained to the Lease Premises as a result of Lessee's occupation thereof, ordinary wear and tear excepted. Any alterations made to the Leased Premises by either the Lessee or the Lessor, except movable furniture and fixtures placed in the Leased Premises at the expense of Lessee, shall be and become the property of Lessor, and shall remain upon and be surrendered with the Leased Premises as a part thereof at the termination of this Lease.

12. TERMINATION; ABANDONMENT; RE-ENTRY; RELETTING:

Lessor shall have the right to terminate this Lease without cause upon ninety (90) days' prior written notice to Lessee. Upon termination of this Lease, by lapse of time or otherwise, Lessee agrees to and shall deliver immediate and peaceable possession of the Leased Premises to Lessor, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of One Hundred Dollars (\$100.00) per day, and it shall be lawful for the Lessor or its legal representative at any time thereafter, without notice, to re-enter the Leased Premises or any part thereof with or (to the extent permitted by law) without process of law, and to expel, remove and put out the Lessee or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and enjoy the Leased Premises again as before this Lease, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants; or in case the Leased Premises shall be abandoned, deserted, or vacated, and remain unoccupied five (5) days consecutively, the Lessee hereby authorizes and requests the Lessor, as Lessee's agent for this purpose, to re-enter the Leased Premises and remove all articles found therein and place them in a warehouse or other



suitable storage place, at the sole cost and expense of Lessee. If the Lessee shall fail to pay to the Lessor the aforesaid consideration for liquidated damages at the time, place and in the manner above provided, and the same shall remain unpaid five (5) days after the day whereon the same should be paid, the Lessor by reason thereof shall be authorized to declare the Term of this Lease ended, and the Lessee thereby expressly waives all right or rights to any notice or demand under any statute of the State of Illinois relative to forcible entry or detainer or landlord and tenant, and agrees that the Lessor, its agents or assigns, may begin suit for possession or rent without notice or demand.

Notwithstanding anything to the contrary contained in this Lease, the Lessor shall, in addition to any other right under law or equity or set forth in this Lease, have the right to terminate this Lease at any time and take possession of the Leased Premises if any one or more of the following occurs:

- A. The Lessee fails or refuses to comply with any Ordinances, Rules and/or Regulations promulgated from time to time by the Lessor relative to the Leased Premises, Barrington's White House, and/or the Property; and/or
- B. The existence of this Lease causes the Lessor to lose or be unable to obtain an exemption from the payment of general real estate taxes on any part or all of the real Property described on Exhibit A to this Lease.

13. LESSOR NOT LIABLE:

Lessee acknowledges and agrees that Lessee is leasing the Leased Premises at Lessee's own risk, and except as provided by Illinois statute, the Lessor shall not be liable for any loss of any of Lessee's personal property sustained by Lessee or any defects in the Barrington White House structure or in the Leased Premises, or any damages to the person or property of the Lessee in or about Barrington's White House, or in or about the Leased Premises, from leaks from any pipes or plumbing within Barrington's White House or from any water, rain or snow which may seep into, issue or flow from any part of Barrington's White House or the Leased Premises. The Lessee hereby covenants and agrees to make no claim against Lessor for any such loss or damage at any time. The Lessor shall not be liable for any loss or damage of or to any property of Lessee placed in any storeroom or storage place in Barrington's White House or elsewhere, the furnishing of which storeroom or storage place being furnished gratuitously by Lessor, and no part of the obligations of this Lease.

14. ASSIGNMENT; SUBLETTING:

Lessee shall neither sublet the Leased Premises, or any part thereof, nor assign this Lease, nor permit by any act or default any transfer of Lessee's interest in the Leased Premises by operation of law, or offer the Leased Premises, or any part thereof, for lease or sublease, nor permit the use thereof for any purpose other than described herein, without in each case obtaining the prior written consent of Lessor, and the Lessor reserves the absolute and unconditional right, in its sole discretion, to decline to approve any proposed sub-tenant.

15. COMPLIANCE WITH LAWS:

Lessee shall, at Lessee's sole cost and expense, comply with all existing and future federal, state and local laws, ordinances, rules and regulations (including but not limited to all laws and ordinances relating to health, sanitation, and safety) which may be applicable to Lessee's use, occupancy, operation, and/or maintenance of the Leased Premises, as well as any construction and/or installation of any and all improvements and/or equipment which may be constructed and/or installed on or within the Leased Premises by Lessee, at Lessee's sole cost and expense, but only with the prior written consent of the Lessor.

16. INSURANCE:

Prior to Lessee's occupancy of the Leased Premises, Lessee shall provide to Lessor Certificates of Insurance for coverage as specified below, naming as additional insured the Village of Barrington, 200 South Hough Street, Barrington, Illinois, together with its elected officials, officers, trustees, employees, agents, and volunteers, which Certificates of Insurance shall be in a form and in those types and amounts acceptable to and approved in writing in advance by an attorney selected by the Lessor.

During the entire term of this Lease, and any extension thereof, Lessee shall maintain and cause to be maintained, in full force and effect, and at Lessee's sole cost and expense, the following types and limits of insurance and shall comply with the provisions stated below unless any of these requirements are specifically waived in writing by the Lessor:

- A. State of Illinois worker's compensation insurance in statutory limits and employer's liability insurance with minimum limits of \$1,000,000.00 per accident.
- B. Comprehensive commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) for injuries, including death, to any one person, Two Million Dollars (\$2,000,000.00) each occurrence, and Two Million Dollars (\$2,000,000.00) as the aggregate limit for each occurrence of bodily injury, personal injury and/or property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, coverage for independent contractor's liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities commonly known as XCU coverage.
- C. Insurance covering Lessee's own equipment and property located on or in the Leased Premises.
- D. Certificates of Insurance for each insurance policy required to be obtained by Lessee in compliance with this Lease, along with written evidence of payment of required premiums shall be submitted by Lessee to Lessor and maintained with Lessor prior to taking occupancy of the Leased Premises and shall be provided by Lessee annually during the term of this Lease, or any extension thereof, at least ten (10) days prior to the expiration of each renewal.
- E. Notice of Cancellation Required: Each insurance policy, or the Certificate of Insurance for same, required by this Paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days

prior written notice by certified mail, return receipt requested, has been given to the Lessor.

17. INDEMNIFICATION:

Lessee, at Lessee's sole cost and expense, shall indemnify, defend and hold harmless Lessor, its elected officials, officers, boards, commissions, employees, agents, and volunteers (hereinafter all collectively referred to as "Lessor's Indemnitees") from and against all liabilities, judgments, obligations, claims, charges, penalties, liens, damages, causes of action, costs, losses and expenses (including without limitation reasonable attorneys and costs of defense) which may in anyway arise, accrue, or be asserted against the Lessor's Indemnitees by reason of any negligent act or omission or willful misconduct of Lessee, its officers, employees, agents, volunteers, contractors and/or subcontractors resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, or loss or destruction of tangible or intangible personal property occurring on the Leased Premises, Barrington's White House and/or the Property or any adjacent sidewalks, curb or ways which may arise out of, result from or become consequent upon or which may be directly or indirectly connected in any way with Lessee's operation, use or condition of the Leased Premises or Lessee's failure to comply with any applicable federal, state or local statute, ordinance or regulation. Notwithstanding anything to the contrary contained in this paragraph, the indemnities set forth herein shall not apply to the extent that any liability, obligation, claim, damage, cause of action, cost or expense results from any act, omission to act, accident or occurrence in which one or more of Lessor's Indemnitees is the sole cause of the injury, death or damage. The provisions of this paragraph shall survive any termination of this Lease.

18. FORCE MAJEURE:

If Lessor fails to timely perform any of the terms, covenants and conditions of this Lease on Lessor's part to be performed, and/or if the Leased Premises and/or Barrington's White House is destroyed and/or substantially damaged, and such failure and/or casualty is due in whole or in part to any fire, explosion, strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, earthquakes, acts of God, acts caused directly or indirectly by Lessee (or Lessee's agents, employees, contractors, licensees or invitees) or any other cause beyond the reasonable control of Lessor, then Lessor shall not be deemed in default under this Lease as a result of such failure and any time for performance by Lessor provided for herein shall be extended by the period of delay resulting from such cause.

19. PLURALS; SUCCESSORS:

The words "Lessor" and "Lessee" wherever used in this Lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreement herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

20. LESSEE'S REPRESENTATIONS:

Lessee represents and warrants to the Lessor, which such representations Lessor is relying upon in entering into this Lease as follows:

- A. Lessee is a not-for-profit corporation organized, existing and in good standing pursuant to the laws of the State of Illinois. Lessee, and Lessee's representative(s) executing this Lease, have the authority to enter into this Lease, and Lessee has taken all appropriate action to authorize the execution of the same. Lessee is exempt from the payment of federal income taxes pursuant to the applicable provisions of the Internal Revenue Code.
- B. Lessee represents and warrants that Lessee will be able to qualify for a real estate property tax exemption for Lessee's leasehold interest in the Leased Premises and the Property, and if Lessee does receive a real estate tax leasehold assessment, Lessee shall make all reasonable efforts to obtain a real estate property tax exemption for same.

21. OPTIONAL LESSOR SERVICES:

Included as part of this Lease shall be all of those Optional Lessor Services, if any, selected by Lessee and identified on Exhibit C, "Optional Lessor Services", attached hereto and thereby made a part hereof, which Optional Lessor Services shall be provided to Lessee at the cost(s) set forth on Exhibit C, which cost(s) shall be in addition to the Base Monthly Rental Amount of the Leased Premises as set forth in Paragraph 3 hereof.

22. ATTORNEYS' FEES:

In any action to enforce or interpret this Lease, including any action to recover possession by the Lessor and/or for any action for the collection of rent or other moneys due the Lessor, the prevailing party shall be entitled to recover its attorneys' fees and other costs of such litigation.

23. VENUE AND CHOICE OF LAW:

The parties hereto agree that the venue for any and all disputes relative to this Lease shall solely be in the county in which the Village's Village Hall is located, and this Lease, and any Exhibits attached hereto and made a part hereof, shall be construed and interpreted in accordance with the laws of the State of Illinois.

24. ENTIRE AGREEMENT:

This Lease, and all Exhibits attached hereto which by reference are made a part thereof, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Lease may not be modified, changed, or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the parties hereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

The undersigned hereby represents and warrants that the undersigned is/are the respective duly authorized agent(s) on behalf of the respective Lessee and Lessor as indicated below and

has/have the authority to execute this Lease on behalf of the respective Lessee and Lessor, and the undersigned hereby accept(s) and agree(s) to the provisions of the foregoing Lease, including but not limited to Exhibit C, which is or shall become part hereof when completed, initialed, and executed by both parties. WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSEE:

LESSOR:

BARRINGTON CHILDREN’S CHARITIES  
a not-for-profit corporation

VILLAGE OF BARRINGTON, an  
Illinois municipal corporation

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Karen Darch, Village President

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Village Clerk

[S E A L]

[S E A L]

EXHIBIT A

LEGAL DESCRIPTION

(the "Property")

LOT 1 IN BARRINGTON VILLAGE CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF COUNTY CLERK'S REDIVISION RECORDED APRIL 7, 1898 AS DOCUMENT NO. 2669569 AND PART OF ASSESSOR'S DIVISION RECORDED NOVEMBER 21, 1872 AS DOCUMENT NO. 69470, IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 2012 AS DOCUMENT NO. 1312029083, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

FLOOR PLAN OF LEASED PREMISES





**EXHIBIT C**  
**OPTIONAL LESSOR SERVICES**

Lessor hereby agrees to provide the following "Optional Lessor Services" at Barrington's White House. Lessee agrees to and shall be responsible to pay for all of those "Optional Lessor Services" selected by Lessee as indicated below, if any, the cost(s) of which shall be in addition to the Base Monthly Rental Amount of the Leased Premises, as provided in Paragraph 3 of the Lease [Lessor and Lessee both must initial each of the following options and sign this Exhibit C on behalf of Lessor and Lessee]:

- |   | <u>Additional Cost</u><br><u>Per Month</u>  |
|---|---|
| <p>(1) <b><u>BASEMENT STORAGE*</u></b>: Lessor agrees to provide to Lessee, and Lessee desires to lease from Lessor _____ square feet of lockable, gated storage space in the basement of the Property at a cost of \$5.20 per square foot per month, which monthly storage rental fee shall be in addition to the Base Monthly Rental Amount of the Leased Premises.</p> <p><input type="checkbox"/> Accepted by Lessee      [Initials: _____]      <input type="checkbox"/> Approved by Lessor      [Initials: _____]</p> <p><input type="checkbox"/> Declined by Lessee      [Initials: _____]      <input type="checkbox"/> Acknowledged by Lessor      [Initials: _____]</p>   | <p>_____ feet at<br/>\$5.20 per foot:</p> <p>\$ _____ *</p>   |
| <p>(2) <b><u>MITEL PHONE SYSTEM*</u></b>: Lessor and Lessee both acknowledge, understand, and agree that the Mitel Phone System installed at Barrington's White House is and shall remain the property of the Village of Barrington (Lessor). Lessor agrees to lease to Lessee that portion of Lessor's Mitel Phone System specified below at a cost of \$36.41 per line per month for the period 9/01/17 through 8/31/18, and \$37.14 per line per month for the period 09/01/18 through 8/31/19. The Lessee desires to lease <u>N.A.</u> lines of Lessor's Mitel Phone System, which includes voicemail, at a cost of \$36.41 per line per month for the period 9/01/17 through 8/31/18, and \$37.14 per line per month for the period 09/01/18 through 8/31/19, which monthly phone system rental fee shall be in addition to the Base Monthly Rental Amount of the Leased Premises. Lessee understands and agrees that Lessee will need to provide broadband and POTS phone line.</p> <p><input type="checkbox"/> Accepted by Lessee      [Initials: _____]      <input type="checkbox"/> Approved by Lessor      [Initials: _____]</p> <p><input type="checkbox"/> Declined by Lessee      [Initials: _____]      <input type="checkbox"/> Acknowledged by Lessor      [Initials: _____]</p> | <p>_____ Lines at<br/>\$36.41 per line:<br/>9/01/17 - 8/31/18<br/>_____ Lines = \$ _____*</p> <p>_____ Lines at<br/>\$37.14 per line:<br/>9/01/18 - 8/31/19<br/>_____ Lines = \$ _____*</p> |
| <p>(3) <b><u>Wi-Fi SERVICE*</u></b>: Lessor agrees to provide Wi-Fi service to Lessee, if Lessee so elects, at the following cost: The Lessee elects to have Wi-Fi service for the Leased Premises as provided by Lessor at an additional cost of \$40.82 per month, which monthly Wi-Fi fee shall be in addition to the Base Monthly Rental Amount of the Leased Premises. This includes one (1) SSID per Leased Premises.</p> <p><input type="checkbox"/> Accepted by Lessee      [Initials: _____]      <input type="checkbox"/> Approved by Lessor      [Initials: _____]</p> <p><input type="checkbox"/> Declined by Lessee      [Initials: _____]      <input type="checkbox"/> Acknowledged by Lessor      [Initials: _____]</p>   | <p>\$ _____ *</p>   |

**Extended Two-Year Term**

	<u>YEAR 1*</u>	<u>YEAR 2*</u>	
	(9/01/17 - 8/31/18)	(9/01/18 - 8/31/19)	
<b><u>*TOTAL PER MONTH FOR ALL ADDITIONAL OPTIONAL SERVICES SELECTED:</u></b>	\$ _____	\$ _____	
<b><u>TOTAL PAYMENT DUE PER MONTH, INCLUDING BASE MONTHLY RENTAL PAYMENT:</u></b>	\$ _____	\$ _____	

\*The additional monthly rental fees for these optional services shall each increase by two percent (2%) each year during the entire term of this Lease.

The undersigned states that he or she is/are the respective duly authorized agent(s) of the respective Lessee and Lessor as indicated below and has/have the authority to execute this Lease on behalf of the respective Lessee and Lessor, and the undersigned, on behalf of the respective Lessee and Lessor, hereby accept(s) and agree(s) to the provisions of the foregoing Lease, including but not limited to this Exhibit C, which is part thereof.

**LESSEE:** BARRINGTON CHILDREN'S CHARITIES  
ACCEPTED AND AGREED TO BY LESSEE  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

**LESSOR:** VILLAGE OF BARRINGTON  
APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
Its Authorized Agent

By: \_\_\_\_\_  
Its Authorized Agent

ORDINANCE APPROVING AND AUTHORIZING  
THE RENEWAL AND EXECUTION OF A CERTAIN OFFICE LEASE  
BETWEEN THE VILLAGE OF BARRINGTON (AS LESSOR)  
AND LET IT BE US (AS LESSEE)  
FOR CERTAIN OFFICE SPACE WITHIN  
BARRINGTON'S WHITE HOUSE LOCATED AT 145 W. MAIN STREET

WHEREAS, the Village of Barrington, Cook and Lake Counties, Illinois (the "Village"), is the owner of certain real property within the Village located at 145 West Main Street, and commonly known as "Barrington's White House"; and

WHEREAS, the Village has renovated and restored Barrington's White House, which is the subject of a special use previously granted by the Village to authorize the permitted uses thereof as a community center, cultural facilities, government offices, and as a place of public assembly; and

WHEREAS, there exists within Barrington's White House space which the Village leases as office space for a monthly rental fee to not-for-profit organizations, the lease of which would not affect the exempt status granted by the State of Illinois for the Barrington White House property; and

WHEREAS, in 2015 the Village and Let It Be Us, an Illinois not-for-profit corporation ("Lessee") entered into a certain Office Lease, which Lease expires by its terms on August 31, 2017 (the "2015 Lease"), but which 2015 Lease provided to the Lessor an option to continue to lease and occupy the Leased Premises for an additional two (2) year period expiring August 31, 2019; and

WHEREAS, the Lessee desires to exercise the option provided by the 2015 Lease to continue to lease and occupy the Leased Premises as described therein for an additional two (2) year period, and the Village desires to lease the Leased Premises to the Lessee for an additional two (2) year period pursuant to the terms and conditions as contained in the 2017 Office Lease, a copy of which 2017 Office Lease is attached hereto as Exhibit A and thereby made a part hereof; and

WHEREAS, the Corporate Authorities of the Village find that it is in the best interests of the Village and its residents for the Village to enter into and execute said 2017 Office Lease with the Lessee:

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, as follows:

SECTION 1: That the President and Board of Trustees of the Village of Barrington find that the facts as stated in the preamble hereof are true and correct and are incorporated herein by reference as its findings of fact as if fully set forth.

SECTION 2: That the Corporate Authorities hereby approve, authorize, and ratify the lease to Let It Be Us, an Illinois not-for-profit corporation ("Lessee") of certain designated office space within Barrington's White House (Suite 203B) for a term of two (2) years beginning September 1, 2017 and ending August 31, 2019, upon the Lessee's prior execution of the 2017 Office Lease

therefor, all pursuant to the terms and conditions of the 2017 Office Lease between the Village and the Lessee, substantially in the form attached hereto as Exhibit A and thereby made a part hereof.

SECTION 3: The Village President is hereby authorized to execute said 2017 Office Lease between the Village and the Lessee, substantially in the form attached hereto as Exhibit A and thereby made a part hereof, and the Village Clerk is hereby authorized to attest thereto and deliver to the Lessee an executed copy of said 2017 Office Lease and to otherwise take all the necessary and appropriate actions to accomplish the lease by the Village to the Lessee of that space in Barrington's White House designated in the aforesaid 2017 Office Lease as provided for herein.

SECTION 4: This Ordinance shall take effect from and after its passage and approval as provided by law.

PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017, BY THREE-FOURTHS (AT LEAST 6 VOTES) OF THE CORPORATE AUTHORITIES OF THE VILLAGE THEN HOLDING OFFICE BY ROLL CALL VOTE AS FOLLOWS:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

RECUSE: \_\_\_\_\_

APPROVED THIS \_\_\_\_ OF \_\_\_\_\_, 2017

\_\_\_\_\_  
Karen Y. Darch, Village President

ATTESTED AND FILED THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 2017

\_\_\_\_\_  
Tony Ciganek, Village Clerk  
(SEAL)

EXHIBIT A

2017 OFFICE LEASE  
Barrington's White House

RE: Let It Be Us

OFFICE LEASE

RE: 145 W. Main Street, Barrington, Illinois (Barrington's White House)

THIS OFFICE LEASE ("Lease") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017, between the Lessor, VILLAGE OF BARRINGTON, Illinois, an Illinois municipal corporation ("Lessor"), and the Lessee, LET IT BE US, an Illinois not-for-profit corporation ("Lessee") pursuant to the Constitution of the State of Illinois, the Statutes of the State of Illinois and that certain Ordinance of the Lessor (the "Lease Authorization Ordinance"), Ordinance No. 2017-\_\_\_\_, which was passed by the Corporate Authorities of the Lessor on \_\_\_\_\_, 2017:

WITNESSETH:

WHEREAS, in 2015 the Lessor and the Lessee previously entered into a certain Office Lease for the Leased Premises identified herein (the "2015 Lease"), which 2015 Lease expires by its terms on August 31, 2017, but which 2015 Lease provided to the Lessor an option to continue to lease and occupy the Leased Premises for an additional two (2) year period expiring August 31, 2019; and

WHEREAS, Lessee desires to and does hereby exercise the option provided by the 2015 Lease to continue to lease and occupy the Leased Premises as described herein for an additional two (2) year period, pursuant to the terms and conditions as contained in this Lease, and Lessor desires to lease the Leased Premises as described herein to Lessee for said additional two (2) year period, and in consideration of the mutual covenants and agreements herein stated, the parties hereto agree as follows:

1. LEASED PREMISES AND LESSEE'S USE THEREOF:

A. LEASED PREMISES:

(1) Office Suite:

Lessor is the owner of that certain real property commonly known as 145 W. Main Street, Barrington, Illinois (the "Property"), which is legally described on Exhibit A attached hereto and thereby made a part hereof, a portion of which Property is improved with a multi-purpose municipal facility known as "Barrington's White House", which is a three-story historic structure recently restored and renovated by the Village for an adaptive re-use for the purpose of utilizing Barrington's White House as a community and cultural center, for public, governmental, and/or not-for-profit offices, and as a place for public or private events and gatherings, hereinafter referred to as "Barrington's White House". Subject to the terms and conditions hereinafter set forth, Lessor hereby demises and leases to the Lessee approximately 211 square feet of space in Suite 203B of the second level of Barrington's White House, which space is hereinafter referred to as the "Leased Premises". The Leased Premises (other than any included basement storage space) are depicted on the floor plan attached hereto as Exhibit B and thereby made a part hereof. This Lease is specific only to the Lessee, its employees, agents, and visitors, and Lessee's use and occupancy of the Leased Premises shall be limited to only the Lessee.

- (2) Storage Space and Other Optional Lessor Services: See Exhibit C, “Optional Lessor Services”, if any are selected by Lessee, which is attached hereto and made a part hereof.

B. CONDITION OF LEASED PREMISES:

- (1) Build-Out of Leased Premises: The build-out of the Leased Premises shall be provided at Lessor’s expense and shall include the following:
  - (a) Carpeted, painted space with ceiling lights;
  - (b) Code required outlets on 20 amp service;
  - (c) Hardwiring in IT room for data ports in Leased Premises to interconnect. No additional wires may be pulled. Lessee to provide its own computer or computer system.

Lessee acknowledges and agrees that any materials provided with regard to the build-out of the Leased Premises are and shall remain the property of the Lessor.

- (2) Tenant Directory: A tenant directory shall be provided at a central location in Barrington’s White House.
- (3) Signage: Lessee will be provided with signage that will have space for their non-profit name on the wall outside of their Leased Premises. The signage will be the standard signage being provided for the building interior.
- (4) Painting and Decorating of Leased Premises: Except as set forth in Subparagraphs (1) and (2) above, Lessee agrees to and shall accept the Leased Premises in “as is” condition and the Lessor shall not provide any painting or other decoration. Lessee is and shall be prohibited from painting, in any way changing, or making any additional improvements to the Leased Premises without the prior written consent of the Lessor. The Leased Premises shall be used only as and for the Lessee’s office to conduct its general business. At all times during the Term of this Lease, or any extension thereof, Lessee shall keep and maintain all improvements in the Leased Premises in a clean, neat, safe and sanitary condition.

C. ELECTRONIC COMMUNICATIONS AND INFORMATION SYSTEMS:

Lessee shall arrange for the activation of any electronic communication and/or cable service for the Leased Premises. The Lessee may and is authorized to connect its electronic communication and/or information system equipment to the facilities located in the Leased Premises; provided, however, the Lessee shall have no right to and shall not be connected or attached in any way to the Lessor’s information system(s) or equipment, including but not limited to its server. Notwithstanding anything contained in this Lease to the contrary, if the Lessor provides any assistance, such as advice as to how to connect to the Lessor’s information system and/or facilities, the provision thereof shall be deemed

gratuitous and shall not create any duties or responsibilities on the part of the Lessor to the Lessee nor shall Lessor assume any liability for any consequences or damages resulting from any such action. Furthermore, the Lessor shall have no duty to supply any equipment support or administration of Lessee's electronic communication and/or information system and/or network administration. In addition, Lessee acknowledges and agrees that Lessee's electronic communication and/or information system equipment shall not be used, installed and/or operated in a manner which would or could in any way interfere with the signal(s), communication(s), and/or electronic information system equipment of Lessor or of any other existing or future tenant(s) of Barrington's White House. If it is determined by the Lessor that Lessee's installation, operation and/or use of its electronic communication and/or information system equipment interferes with the operation and/or use of the electronic communication and/or information system equipment of the Lessor or of any of Lessor's other existing or future tenant(s) of Barrington's White House, then Lessee, at Lessee's sole cost and expense, shall use its best efforts to and shall remediate such interference in a timely manner so as not to interfere with the electronic communication and/or information system of either the Lessor or other tenants of Barrington's White House.

D. NO HAZARDOUS SUBSTANCES PERMITTED:

Lessee represents and warrants that Lessee's use of the Leased Premises will not generate, nor will Lessee introduce onto and/or store on the Leased Premises, any hazardous, toxic, flammable, or dangerous substance, chemical or waste (collectively, "Hazardous Substance"), and that Lessee will not dispose of any Hazardous Substance on the Leased Premises, on or within Barrington's White House, and/or on the Property. Lessee shall not use the Leased Premises or the Property in any manner which would invalidate or be in conflict with any fire and/or casualty insurance covering the Property, Barrington's White House, and/or the Leased Premises.

E. NON-EXCLUSIVE LEASE; USE OF KITCHEN AND MEETING SPACE:

- (1) Lessee further acknowledges and agrees that this Lease is a non-exclusive agreement and that it is the intention of the Lessor to provide for and enter into other non-exclusive lease agreements with other permanent or temporary tenant(s) or licensee(s) for space at Barrington's White House. Lessor and Lessee understand and agree that Lessee will have 24/7 access to the Leased Premises via a secure key code entrance, but Lessee further understands and agrees that Barrington's White House, as a community and cultural center, will be used for various scheduled public and private events of various sizes and at various times, and Lessee agrees to accept the reasonable inconvenience attendant to such uses, as Lessee's only exclusive rights are only to the Leased Premises and the Storage Space, if included as a selected and approved option on Exhibit C, "Optional Lessor Services".
- (2) Lessee and its invitees shall also have shared access to the Second Floor restrooms as well as limited shared access to the Kitchen in Barrington's White House when and if the Kitchen is available. Lessee understands and agrees that use of the Kitchen in Barrington's White House is based primarily upon a reserved and scheduled use basis, and the use of the Kitchen by Lessee and/or its invitees shall be in compliance

with Barrington's White House policies established by the Village, or its designee, from time to time, and such use shall be further subject to limited availability, giving preference to any reserved and scheduled use(s) of the Kitchen.

- (3) Notwithstanding the provisions of Subparagraphs 1(E)(1) above, and any other provisions of this Lease to the contrary, Lessee shall be provided with access to the Volunteer Office within Barrington's White House which can accommodate up to 14 people for Lessee's board meetings or committee meetings. For this purpose, Lessee shall provide to Barrington's White House Hospitality Manager its meeting schedule in advance on an annual basis prior to January 1 of each year, and such use of such meeting room shall be offered to Lessee at no charge for not to exceed twelve (12) board meetings of the Lessee per year and twelve (12) committee meetings per year. Use of Barrington's White House rooms other than the Volunteer Office would be billed to Lessee consistent with the respective facility use and reservation policies and fee schedule of Barrington's White House as they exist from time to time. If, for any reason, the Lessor or Lessee needs to reschedule a previously scheduled meeting of Lessee, the meeting shall be rescheduled to a mutually convenient date and time when the Volunteer Office is available. Lessee and its invitees shall be required to comply with the food and liquor policies established by the Village, or by its designee, for use of Barrington's White House as such policies may be amended from time to time.

F. NO MODIFICATIONS OR LIENS PERMITTED:

Lessee is and shall be prohibited from making any modifications, including the installation of any signage, to either the interior or the exterior of the Leased Premises, Barrington's White House, or the Property, and Lessee shall be prohibited from causing any lien to be recorded against the Leased Premises, Barrington's White House, or the Property.

G. ELECTRONIC HEATING DEVICES (SPACE HEATERS) PROHIBITED:

Lessee is and shall be prohibited from operating any apparatus or equipment commonly known as a "space heater" on the Property and/or within the Leased Premises.

H. ADDITIONAL LOCKS PROHIBITED:

Except for any basement storage space leased by Lessee pursuant to this Lease, Lessee is prohibited from installing any additional locks and/or locking devices upon any doors of the Leased Premises, or anywhere in or on Barrington's White House or the Property, without the prior written consent of the Village Manager, or his designee.

I. LESSEE HAS NO VESTED INTEREST:

Lessee acknowledges and agrees that this Lease shall not constitute any vested interest by the Lessee in the Property, Barrington's White House, and/or the Leased Premises.

J. USE OF LEASED PREMISES LIMITED TO OFFICES:



Lessee further acknowledges and agrees that the Leased Premises shall be used for offices and meetings of the Lessee but not as a location to provide services directly to the public.

2. TERM; OPTION:

Unless sooner terminated as hereinafter provided, the initial term of this Lease shall be for a period of two (2) years commencing on September 1, 2017 and terminating on August 31, 2019.

3. BASE MONTHLY RENT:

As consideration for this Lease and Lessee's rental of the Leased Premises as identified herein, the Lessee shall pay to the Lessor, in lawful money of the United States, base monthly rent for the Leased Premises in the sums set forth below (the "Base Monthly Rental Amount") on or before the first day of each month:

<u>Initial Two-Year Term</u>		<u>Base Monthly Rental Amount for Leased Premises</u>
A.	September 1, 2017 through August 31, 2018 (\$3,512.35 annually)	\$292.70 per month
B.	September 1, 2018 through August 31, 2019 (\$3,582.60 annually)	\$298.55 per month

Lessee further acknowledges and agrees that, in addition to the aforesaid Base Monthly Rental Amount as provided for in this paragraph, Lessee shall also be responsible to pay Lessor on a monthly basis for any and all Optional Lessor Services selected by Lessee as identified on Exhibit C hereof, the monthly cost of which Optional Lessor Services selected by Lessee shall also increase by two percent (2%) each year during the entire term of this Lease.

4. LEASED PREMISES MUST REMAIN EXEMPT FROM REAL ESTATE TAXES:

Lessee acknowledges that Barrington's White House is used for municipal purposes and is now or will be real estate tax exempt in nature and Lessee represents and warrants that Lessee will be able to qualify for a real estate property tax exemption for Lessee's leasehold interest in the Leased Premises and the Property, and if Lessee does receive a real estate tax assessment for Lessee's leasehold interest, Lessee shall make all reasonable efforts to obtain a real estate property tax exemption for same. Accordingly, Lessee, and not Lessor, shall be responsible to pay all real estate taxes which are levied during the Term and which are attributable to Lessee's leasehold interest in the Leased Premises. In any notice that Lessor shall provide to any state or county official of the existence of this Lease, and in its annual Certificate of Exempt Status to be filed annually with the appropriate Cook County official, Lessor shall described the real estate leased to Lessee as the "Leased Premises".

5. EVENTS OF DEFAULT; RIGHTS AND REMEDIES OF LESSOR:

A. EVENTS OF DEFAULT: The occurrence of any one or more of the following matters constitutes a default ("Default") by Lessee under this Lease:

- (1) failure by Lessee to pay any monthly Rent, including but not limited to the Base Monthly Rental Amount and the monthly rent due for any Optional Services selected by Lessee as set forth on Exhibit C hereof, within five (5) days after notice of failure to pay the same on the due date;
- (2) failure by Lessee to pay, within five (5) days after notice of failure to pay on the due date from Lessor to Lessee, any other moneys required to be paid by Lessee under this Lease;
- (3) failure by Lessee to observe or perform any of the covenants in respect of assignment and subletting as set forth herein;
- (4) failure by Lessee to cure forthwith, immediately after receipt of notice from Lessor, any hazardous condition which Lessee has created in violation of law or of this Lease;
- (5) failure by Lessee to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure shall continue for thirty (30) days after notice thereof from Lessor to Lessee;
- (6) the levy upon under writ of execution or the attachment by legal process of the leasehold interest of Lessee, or the filing or creation of a lien in respect of such leasehold interest, which lien shall not be released or discharged within ten (10) days from the date of such filing;
- (7) Lessee vacates or abandons the Leased Premises, whether or not Lessee thereafter continues to pay the Base Monthly Rental Amount and/or the monthly rent due for any Optional Services selected by Lessee as set forth on Exhibit C hereof, or any portion thereof, under this Lease;
- (8) Lessee becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for Lessee or for the major part of its property;
- (9) a trustee or receiver is appointed for Lessee or for the major part of its property and is not discharged within sixty (60) days after such appointment;
- (10) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors, are instituted (i) by Lessee or (ii) against Lessee and are allowed against it or are consented to by it or are not dismissed within sixty (60) days after such institution; or
- (11) if Lessee is not able to secure and/or to maintain Lessee's leasehold interest in the Leased Premises and the Property as exempt from real estate taxes after all reasonable efforts to do so, if Lessee's use of the Property jeopardizes or adversely affects Lessor's real estate tax exemption for the Property or any portion thereof, or

if Lessee fails to timely pay any real estate taxes assessed on Lessee's leasehold interest in the Leased Premises.

B. RIGHTS AND REMEDIES: If a Default occurs, Lessor shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Lessor of any other right or remedy allowed it by law:

- (1) Lessor may terminate this Lease by giving to Lessee notice of Lessor's election to do so, in which event the Term of this Lease shall end, and all right, title and interest of Lessee hereunder shall expire on the date stated in such notice;
- (2) Lessor may terminate the right of Lessee to possession of the Leased Premises without terminating this Lease by giving notice to Lessee that Lessee's right of possession shall end on the date stated in such notice, whereupon the right of Lessee to possession of the Leased Premises or any part thereof shall cease on the date stated in such notice; and
- (3) Lessor may enforce the provisions of this Lease and may enforce and protect the rights of Lessor hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all rent and other moneys due or to become due from Lessee under any of the provisions of this Lease.

6. HEAT, AIR CONDITIONING, WATER AND SEWER SERVICE, AND MAINTENANCE:

Utilities for the provision of heat, air conditioning, and Village water and sewer service will not be separately metered, and Lessor shall be responsible for the payment of all such utilities for Barrington's White House, including but not limited to the Leased Premises. Lessor will, at its own expense, at all reasonable hours during each day and evening, seven (7) days per week, during the appropriate time of the year furnish heat and air conditioning for the Leased Premises at temperatures in compliance with Illinois statutes or to a greater extent, in the sole discretion of the Lessor, except when Lessor is prevented from doing so by Acts of God or such other accidents, power outages, and/or unavoidable delays experienced by the Lessor, provided, however, that except as provided by Illinois Statute, the Lessor shall not be held liable for damages sustained by the Lessee in the event of any personal injury or loss by the Lessee occasioned by the failure of the respective heating, air conditioning, and/or water and sewer system(s) serving the Leased Premises to sufficiently heat, cool, or otherwise serve the Leased Premises, by occurrences such as the leakage or breakage of any pipes, and/or by any defect in the electrical wiring, elevator apparatus and service thereof, or by reason of any other defect, latent or patent, in, around, or about the Leased Premises and/or the Barrington's White House.

7. ELECTRICITY, TELEPHONE, CABLE AND INTERNET SERVICE, AND SATELLITE DISH SERVICE:

A. Electric service to the Leased Premises shall not be separately metered, and Lessor shall be responsible to pay for and provide sufficient electricity to the Leased Premises for lighting and to power the usual and ordinary office equipment.

- B. Except as provided on Exhibit C, "Optional Lessor Services", (if any have been selected by the Lessee), telephone and/or such other communications equipment shall be the responsibility of the Lessee to provide, and any charges for telephone and/or other communications service shall be billed directly to the Lessee by the Lessee's provider and shall be the responsibility of the Lessee to pay.
- C. Except as provided on Exhibit C, "Optional Lessor Services", (if any have been selected by the Lessee), Lessee shall be permitted to have cable and internet service installed, at Lessee's sole cost and expense, and at such locations as approved in writing in advance by the Village Manager, or his designee, and it shall be the responsibility of Lessee to pay for any such cable service, including any internet or telephone service provided thereby.
- D. Satellite dish service and the installation of any equipment related thereto are and shall be prohibited.

8. PARKING SPACES:

The reserved use of on-site or off-site parking spaces is not included in this Lease. At the time of execution of this Lease, Lessee shall be obligated to obtain and shall thereafter maintain for each employee one of the following Village parking permit options:

- A. Village Discounted Employer/Employee "B" Parking Permit(s) at \$40.00 per year (or the then current rate per year) (June 1<sup>st</sup> through May 31<sup>st</sup>), which includes Lot 13 (Village Lot west of funeral home), Lot 7 (Village Hall) or other discounted lots as designated for use by holders of a Discounted Permit; or
- B. Village Premium Employer/Employee "A" Parking Permit at \$160.00 per year (or the then current rate per year) (Available June 1<sup>st</sup>), or \$45.00 per quarter (or the then current rate per quarter), which includes the Barrington Village Center and all Village lots as designated for use by holders of a Premium Permit.

9. OTHER AREAS:

Subject to any ordinances, rules and/or regulations which may be promulgated from time to time relative to Barrington's White House, Lessee will be entitled to the nonexclusive use of the common areas of Barrington's White House including but not limited to corridors, restrooms, elevators, and stairs for access to the Leased Premises, and, except as noted in Paragraph 8(B) below, such common areas shall not include any of the rooms of Barrington's White House which are or will be regularly made available for public use and/or for leasing to the public, for short-term rental or for scheduled public and private events.

10. ORDINANCES, RULES AND REGULATIONS; DISTRIBUTION OF KEYS FOR BARRINGTON'S WHITE HOUSE AND THE LEASED PREMISES:

Lessee hereby acknowledges and agrees that Barrington's White House is a historic structure within the Village and that this Lease and the Lessee are and may hereafter be subject to such Ordinances, Rules and Regulations which may be promulgated from time to time by the

Corporate Authorities of the Lessor, and such Rules and Regulations shall be deemed to constitute a part of this Lease. The Lessee shall observe and comply with such Ordinances, Rules and Regulations and also with such other further reasonable rules and regulations as may from time to time be promulgated and required by the Lessor's Village Manager, or his designee, for the necessary, proper and orderly operation, maintenance, and use of the Barrington's White House in which the Leased Premises is located. Such Rules and Regulations include but are not limited to a limitation on the distribution of the keys for Barrington's White House and the Leased Premises for the use thereof by members and/or employees of the Lessee. It shall be a specific condition of this Lease that any such keys for the Leased Premises or Barrington's White House provided to Lessee and/or its members and/or employees shall not be copied or in any way distributed to unauthorized members and/or employees of Lessee. All necessary keys shall be furnished by the Lessor and are and shall remain the property of the Lessor.

11. SURRENDER OF LEASED PREMISES:

Upon termination of this Lease, Lessee shall promptly deliver possession of the Leased Premises to the Lessor in clean and sanitary condition and in as good condition as when possession of the Leased Premises was delivered to Lessee, ordinary wear and tear excepted, together with all keys to both the Leased Premises and/or Barrington's White House which were distributed by the Lessor to the Lessee and/or its members and/or employees. Lessee shall be responsible to pay for any damage sustained to the Lease Premises as a result of Lessee's occupation thereof, ordinary wear and tear excepted. Any alterations made to the Leased Premises by either the Lessee or the Lessor, except movable furniture and fixtures placed in the Leased Premises at the expense of Lessee, shall be and become the property of Lessor, and shall remain upon and be surrendered with the Leased Premises as a part thereof at the termination of this Lease.

12. TERMINATION; ABANDONMENT; RE-ENTRY; RELETTING:

Lessor shall have the right to terminate this Lease without cause upon ninety (90) days' prior written notice to Lessee. Upon termination of this Lease, by lapse of time or otherwise, Lessee agrees to and shall deliver immediate and peaceable possession of the Leased Premises to Lessor, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of One Hundred Dollars (\$100.00) per day, and it shall be lawful for the Lessor or its legal representative at any time thereafter, without notice, to re-enter the Leased Premises or any part thereof with or (to the extent permitted by law) without process of law, and to expel, remove and put out the Lessee or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and enjoy the Leased Premises again as before this Lease, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants; or in case the Leased Premises shall be abandoned, deserted, or vacated, and remain unoccupied five (5) days consecutively, the Lessee hereby authorizes and requests the Lessor, as Lessee's agent for this purpose, to re-enter the Leased Premises and remove all articles found therein and place them in a warehouse or other suitable storage place, at the sole cost and expense of Lessee. If the Lessee shall fail to pay to the Lessor the aforesaid consideration for liquidated damages at the time, place and in the manner above provided, and the same shall remain unpaid five (5) days after the day whereon the same should be paid, the Lessor by reason thereof shall be authorized to declare the Term

of this Lease ended, and the Lessee thereby expressly waives all right or rights to any notice or demand under any statute of the State of Illinois relative to forcible entry or detainer or landlord and tenant, and agrees that the Lessor, its agents or assigns, may begin suit for possession or rent without notice or demand.

Notwithstanding anything to the contrary contained in this Lease, the Lessor shall, in addition to any other right under law or equity or set forth in this Lease, have the right to terminate this Lease at any time and take possession of the Leased Premises if any one or more of the following occurs:

- A. The Lessee fails or refuses to comply with any Ordinances, Rules and/or Regulations promulgated from time to time by the Lessor relative to the Leased Premises, Barrington's White House, and/or the Property; and/or
- B. The existence of this Lease causes the Lessor to lose or be unable to obtain an exemption from the payment of general real estate taxes on any part or all of the real Property described on Exhibit A to this Lease.

13. LESSOR NOT LIABLE:

Lessee acknowledges and agrees that Lessee is leasing the Leased Premises at Lessee's own risk, and except as provided by Illinois statute, the Lessor shall not be liable for any loss of any of Lessee's personal property sustained by Lessee or any defects in the Barrington White House structure or in the Leased Premises, or any damages to the person or property of the Lessee in or about Barrington's White House, or in or about the Leased Premises, from leaks from any pipes or plumbing within Barrington's White House or from any water, rain or snow which may seep into, issue or flow from any part of Barrington's White House or the Leased Premises. The Lessee hereby covenants and agrees to make no claim against Lessor for any such loss or damage at any time. The Lessor shall not be liable for any loss or damage of or to any property of Lessee placed in any storeroom or storage place in Barrington's White House or elsewhere, the furnishing of which storeroom or storage place being furnished gratuitously by Lessor, and no part of the obligations of this Lease.

14. ASSIGNMENT; SUBLETTING:

Lessee shall neither sublet the Leased Premises, or any part thereof, nor assign this Lease, nor permit by any act or default any transfer of Lessee's interest in the Leased Premises by operation of law, or offer the Leased Premises, or any part thereof, for lease or sublease, nor permit the use thereof for any purpose other than described herein, without in each case obtaining the prior written consent of Lessor, and the Lessor reserves the absolute and unconditional right, in its sole discretion, to decline to approve any proposed sub-tenant.

15. COMPLIANCE WITH LAWS:

Lessee shall, at Lessee's sole cost and expense, comply with all existing and future federal, state and local laws, ordinances, rules and regulations (including but not limited to all laws and ordinances relating to health, sanitation, and safety) which may be applicable to Lessee's use, occupancy, operation, and/or maintenance of the Leased Premises, as well as any construction

and/or installation of any and all improvements and/or equipment which may be constructed and/or installed on or within the Leased Premises by Lessee, at Lessee's sole cost and expense, but only with the prior written consent of the Lessor.

16. INSURANCE:

Prior to Lessee's occupancy of the Leased Premises, Lessee shall provide to Lessor Certificates of Insurance for coverage as specified below, naming as additional insured the Village of Barrington, 200 South Hough Street, Barrington, Illinois, together with its elected officials, officers, trustees, employees, agents, and volunteers, which Certificates of Insurance shall be in a form and in those types and amounts acceptable to and approved in writing in advance by an attorney selected by the Lessor.

During the entire term of this Lease, and any extension thereof, Lessee shall maintain and cause to be maintained, in full force and effect, and at Lessee's sole cost and expense, the following types and limits of insurance and shall comply with the provisions stated below unless any of these requirements are specifically waived in writing by the Lessor:

- A. State of Illinois worker's compensation insurance in statutory limits and employer's liability insurance with minimum limits of \$1,000,000.00 per accident.
- B. Comprehensive commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) for injuries, including death, to any one person, Two Million Dollars (\$2,000,000.00) each occurrence, and Two Million Dollars (\$2,000,000.00) as the aggregate limit for each occurrence of bodily injury, personal injury and/or property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, coverage for independent contractor's liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities commonly known as XCU coverage.
- C. Insurance covering Lessee's own equipment and property located on or in the Leased Premises.
- D. Certificates of Insurance for each insurance policy required to be obtained by Lessee in compliance with this Lease, along with written evidence of payment of required premiums shall be submitted by Lessee to Lessor and maintained with Lessor prior to taking occupancy of the Leased Premises and shall be provided by Lessee annually during the term of this Lease, or any extension thereof, at least ten (10) days prior to the expiration of each renewal.
- E. Notice of Cancellation Required: Each insurance policy, or the Certificate of Insurance for same, required by this Paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Lessor.

17. INDEMNIFICATION:

Lessee, at Lessee's sole cost and expense, shall indemnify, defend and hold harmless Lessor, its elected officials, officers, boards, commissions, employees, agents, and volunteers (hereinafter all collectively referred to as "Lessor's Indemnitees") from and against all liabilities, judgments, obligations, claims, charges, penalties, liens, damages, causes of action, costs, losses and expenses (including without limitation reasonable attorneys and costs of defense) which may in anyway arise, accrue, or be asserted against the Lessor's Indemnitees by reason of any negligent act or omission or willful misconduct of Lessee, its officers, employees, agents, volunteers, contractors and/or subcontractors resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, or loss or destruction of tangible or intangible personal property occurring on the Leased Premises, Barrington's White House and/or the Property or any adjacent sidewalks, curb or ways which may arise out of, result from or become consequent upon or which may be directly or indirectly connected in any way with Lessee's operation, use or condition of the Leased Premises or Lessee's failure to comply with any applicable federal, state or local statute, ordinance or regulation. Notwithstanding anything to the contrary contained in this paragraph, the indemnities set forth herein shall not apply to the extent that any liability, obligation, claim, damage, cause of action, cost or expense results from any act, omission to act, accident or occurrence in which one or more of Lessor's Indemnitees is the sole cause of the injury, death or damage. The provisions of this paragraph shall survive any termination of this Lease.

18. FORCE MAJEURE:

If Lessor fails to timely perform any of the terms, covenants and conditions of this Lease on Lessor's part to be performed, and/or if the Leased Premises and/or Barrington's White House is destroyed and/or substantially damaged, and such failure and/or casualty is due in whole or in part to any fire, explosion, strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, earthquakes, acts of God, acts caused directly or indirectly by Lessee (or Lessee's agents, employees, contractors, licensees or invitees) or any other cause beyond the reasonable control of Lessor, then Lessor shall not be deemed in default under this Lease as a result of such failure and any time for performance by Lessor provided for herein shall be extended by the period of delay resulting from such cause.

19. PLURALS; SUCCESSORS:

The words "Lessor" and "Lessee" wherever used in this Lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreement herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

20. LESSEE'S REPRESENTATIONS:

Lessee represents and warrants to the Lessor, which such representations Lessor is relying upon in entering into this Lease as follows:



- A. Lessee is a not-for-profit corporation organized, existing and in good standing pursuant to the laws of the State of Illinois. Lessee, and Lessee's representative(s) executing this Lease, have the authority to enter into this Lease, and Lessee has taken all appropriate action to authorize the execution of the same. Lessee is exempt from the payment of federal income taxes pursuant to the applicable provisions of the Internal Revenue Code.
- B. Lessee represents and warrants that Lessee will be able to qualify for a real estate property tax exemption for Lessee's leasehold interest in the Leased Premises and the Property, and if Lessee does receive a real estate tax leasehold assessment, Lessee shall make all reasonable efforts to obtain a real estate property tax exemption for same.

21. OPTIONAL LESSOR SERVICES:

Included as part of this Lease shall be all of those Optional Lessor Services, if any, selected by Lessee and identified on Exhibit C, "Optional Lessor Services", attached hereto and thereby made a part hereof, which Optional Lessor Services shall be provided to Lessee at the cost(s) set forth on Exhibit C, which cost(s) shall be in addition to the Base Monthly Rental Amount of the Leased Premises as set forth in Paragraph 3 hereof.

22. ATTORNEYS' FEES:

In any action to enforce or interpret this Lease, including any action to recover possession by the Lessor and/or for any action for the collection of rent or other moneys due the Lessor, the prevailing party shall be entitled to recover its attorneys' fees and other costs of such litigation.

23. VENUE AND CHOICE OF LAW:

The parties hereto agree that the venue for any and all disputes relative to this Lease shall solely be in the county in which the Village's Village Hall is located, and this Lease, and any Exhibits attached hereto and made a part hereof, shall be construed and interpreted in accordance with the laws of the State of Illinois.

24. ENTIRE AGREEMENT:

This Lease, and all Exhibits attached hereto which by reference are made a part thereof, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Lease may not be modified, changed, or supplemented, nor may any obligations hereunder be waived, except by written instrument signed by the parties hereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

The undersigned hereby represents and warrants that the undersigned is/are the respective duly authorized agent(s) on behalf of the respective Lessee and Lessor as indicated below and has/have the authority to execute this Lease on behalf of the respective Lessee and Lessor, and the undersigned hereby accept(s) and agree(s) to the provisions of the foregoing Lease, including but not limited to Exhibit C, which is or shall become part hereof when completed, initialed, and executed by both parties. WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSEE:

LET IT BE US  
a not-for-profit corporation

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its \_\_\_\_\_

[S E A L]

LESSOR:

VILLAGE OF BARRINGTON, an  
Illinois municipal corporation

By: \_\_\_\_\_  
Karen Darch, Village President

ATTEST:

By: \_\_\_\_\_  
Village Clerk

[S E A L]

EXHIBIT A

LEGAL DESCRIPTION

(the "Property")

LOT 1 IN BARRINGTON VILLAGE CENTER SUBDIVISION, BEING A SUBDIVISION OF PART OF COUNTY CLERK'S REDIVISION RECORDED APRIL 7, 1898 AS DOCUMENT NO. 2669569 AND PART OF ASSESSOR'S DIVISION RECORDED NOVEMBER 21, 1872 AS DOCUMENT NO. 69470, IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 2012 AS DOCUMENT NO. 1312029083, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

FLOOR PLAN OF LEASED PREMISES



**EXHIBIT C**  
**OPTIONAL LESSOR SERVICES**

Lessor hereby agrees to provide the following "Optional Lessor Services" at Barrington's White House. Lessee agrees to and shall be responsible to pay for all of those "Optional Lessor Services" selected by Lessee as indicated below, if any, the cost(s) of which shall be in addition to the Base Monthly Rental Amount of the Leased Premises, as provided in Paragraph 3 of the Lease [Lessor and Lessee both must initial each of the following options and sign this Exhibit C on behalf of Lessor and Lessee]:

- |   | <u>Additional Cost</u><br><u>Per Month</u>  |
|---|---|
| <p>(1) <b><u>BASEMENT STORAGE*</u></b>: Lessor agrees to provide to Lessee, and Lessee desires to lease from Lessor _____ square feet of lockable, gated storage space in the basement of the Property at a cost of \$5.20 per square foot per month, which monthly storage rental fee shall be in addition to the Base Monthly Rental Amount of the Leased Premises.</p> <p><input type="checkbox"/> Accepted by Lessee      [Initials: _____]      <input type="checkbox"/> Approved by Lessor      [Initials: _____]</p> <p><input type="checkbox"/> Declined by Lessee      [Initials: _____]      <input type="checkbox"/> Acknowledged by Lessor      [Initials: _____]</p>   | <p>_____ feet at<br/>\$5.20 per foot:</p> <p>\$ _____ *</p>   |
| <p>(2) <b><u>MITEL PHONE SYSTEM*</u></b>: Lessor and Lessee both acknowledge, understand, and agree that the Mitel Phone System installed at Barrington's White House is and shall remain the property of the Village of Barrington (Lessor). Lessor agrees to lease to Lessee that portion of Lessor's Mitel Phone System specified below at a cost of \$36.41 per line per month for the period 9/01/17 through 8/31/18, and \$37.14 per line per month for the period 09/01/18 through 8/31/19. The Lessee desires to lease _____ lines of Lessor's Mitel Phone System, which includes voicemail, at a cost of \$36.41 per line per month for the period 9/01/17 through 8/31/18, and \$37.14 per line per month for the period 09/01/18 through 8/31/19, which monthly phone system rental fee shall be in addition to the Base Monthly Rental Amount of the Leased Premises. Lessee understands and agrees that Lessee will need to provide broadband and POTS phone line.</p> <p><input type="checkbox"/> Accepted by Lessee      [Initials: _____]      <input type="checkbox"/> Approved by Lessor      [Initials: _____]</p> <p><input type="checkbox"/> Declined by Lessee      [Initials: _____]      <input type="checkbox"/> Acknowledged by Lessor      [Initials: _____]</p> | <p>_____ Lines at<br/>\$36.41 per line:<br/>9/01/17 - 8/31/18<br/>_____ Lines = \$ _____ *</p> <p>_____ Lines at<br/>\$37.14 per line:<br/>9/01/18 - 8/31/19<br/>_____ Lines = \$ _____ *</p> |
| <p>(3) <b><u>Wi-Fi SERVICE*</u></b>: Lessor agrees to provide Wi-Fi service to Lessee, if Lessee so elects, at the following cost: The Lessee elects to have Wi-Fi service for the Leased Premises as provided by Lessor at an additional cost of \$40.82 per month, which monthly Wi-Fi fee shall be in addition to the Base Monthly Rental Amount of the Leased Premises. This includes one (1) SSID per Leased Premises.</p> <p><input type="checkbox"/> Accepted by Lessee      [Initials: _____]      <input type="checkbox"/> Approved by Lessor      [Initials: _____]</p> <p><input type="checkbox"/> Declined by Lessee      [Initials: _____]      <input type="checkbox"/> Acknowledged by Lessor      [Initials: _____]</p>   | <p>\$ _____ *</p>   |

**Extended Two-Year Term**

	<u>YEAR 1*</u> (9/01/17 - 8/31/18)	<u>YEAR 2*</u> (9/01/18 - 8/31/19)
<b><u>*TOTAL PER MONTH FOR ALL ADDITIONAL OPTIONAL SERVICES SELECTED:</u></b>	\$ _____	\$ _____
<b><u>TOTAL PAYMENT DUE PER MONTH, INCLUDING BASE MONTHLY RENTAL PAYMENT</u></b>	\$ _____	\$ _____

\*The additional monthly rental fees for these optional services shall each increase by two percent (2%) each year during the entire term of this Lease. The undersigned states that he or she is/are the respective duly authorized agent(s) of the respective Lessee and Lessor as indicated below and has/have the authority to execute this Lease on behalf of the respective Lessee and Lessor, and the undersigned, on behalf of the respective Lessee and Lessor, hereby accept(s) and agree(s) to the provisions of the foregoing Lease, including but not limited to this Exhibit C, which is part thereof.

**LESSEE: LET IT BE US**  
**ACCEPTED AND AGREED TO BY LESSEE**  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

**LESSOR: VILLAGE OF BARRINGTON**  
APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

By: \_\_\_\_\_  
Its Authorized Agent

By: \_\_\_\_\_  
Its Authorized Agent