03/07/24

VILLAGE OF BARRINGTON

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ORDINANCE NO. 2024 - 4380

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT RELATIVE TO EXTENSION OF THE TERM OF THE EXISTING LEASE FOR A PORTION OF THE PARKING LOT AT THE REAR AND EAST OF THE PROPERTY COMMONLY KNOWN AS AT 201 S. GROVE AVENUE

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ADOPTED BY

THE CORPORATE AUTHORITIES

OF THE

VILLAGE OF BARRINGTON, ILLINOIS

THIS 18 DAY OF March, 2024

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Published in pamphlet form by authority of the Corporate Authorities of the Village of Barrington, Cook and Lake Counties, Illinois, this 19 day of March, 2024.

ORDINANCE NO. 2024-4380

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT RELATIVE TO EXTENSION OF THE TERM OF THE EXISTING LEASE FOR A PORTION OF THE PARKING LOT AT THE REAR AND EAST OF THE PROPERTY COMMONLY KNOWN AS AT 201 S. GROVE AVENUE

WHEREAS, the Village of Barrington, an Illinois municipal corporation located in Cook and Lake Counties (the "Village") and the previous owner of the Subject Property, i.e., Harris Bank, N.A., had previously entered into a "LEASE FOR BACK LOT" dated March 15, 2004, the term of which Lease expires on March 14, 2024 for the Demised Premises identified therein (the "Original Lease") for the purpose of providing public parking, including employer/employee parking spaces and parking spaces for shoppers within the Village (collectively, "parking purposes"); and

WHEREAS, the Village currently leases from 201 S. Grove, LLC ("Lessor"), as the successor in interest to both Harris Bank, N.A., and BMO Harris, a parking lot owned by the Lessor at the rear and east of 201 S. Grove Avenue within the Village ; and

WHEREAS, the Village desires to extend the term of the Original Lease, and the Lessor who is the current owner of the Demised Premises, is willing to approve such extension to permit that area at the rear and east of 201 S. Grove Avenue now leased by the Village (the "Demised Premises") to continue to be utilized by the Village for the aforesaid parking purposes for an additional term beginning March 15, 2024 through and including September 30, 2024 (the "Extended Lease Term"); and

WHEREAS, the Lessor and the Village desire to enter into an Extension Agreement, substantially in the form attached hereto as Exhibit A and thereby made a part hereof, to

memorialize the terms of such lease extension for the uses and purposes therein set forth and pursuant to the terms and provisions as provided therein; and

WHEREAS, the Village has determined that it is advisable, necessary, appropriate, and in the best interests of the Village and its residents that said Extension Agreement be executed and in effect:

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of the Village as a Home Rule unit, as follows:

SECTION 1: The Corporate Authorities hereby find that the recitals hereinabove set forth are true and correct and are incorporated into the text of this Ordinance as its findings to the same extent as if such recitals had been set forth herein in their entirety.

SECTION 2: The Corporate Authorities of the Village do hereby ratify and approve an extension of the lease of the Demised Premises and the related Extension Agreement, in 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 Extension Agreement, and the Village Clerk is authorized to attest thereto. The Village Clerk is thereafter authorized and directed to provide to the Lessor an executed original of said Extension Agreement.

SECTION 4: 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 Corporate Authorities hereby declare that they 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 5: This Ordinance shall be effective upon its passage, approval, and publication.

PASSED THIS 18 DAY OF March, 2024, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Hohmeyer, Holen, Wondrack, Moran, Prigge & President Darch

NAYS: None

ABSENT: Trustee Duncan

ABSTAINED: None

RECUSED: None

APPROVED THIS 18 OF March, 2024

Karen Y. Darch, Village President

ATTESTED AND FILED THIS
18TH DAY OF MARCH, 2024

Tony Ciganek, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

EXHIBIT A

AGREEMENT RELATIVE TO EXTENSION OF THE TERM OF THE EXISTING LEASE FOR A PORTION OF THE GROVE AVENUE PARKING LOT AT THE REAR OF AND EAST OF THE PROPERTY COMMONLY KNOWN AS 201 S. GROVE

03/07/24

# AGREEMENT RELATIVE TO EXTENSION OF THE TERM OF THE EXISTING LEASE FOR A PORTION OF THE GROVE AVENUE PARKING LOT AT THE REAR OF AND EAST OF THE PROPERTY COMMONLY KNOWN AS 201 S. GROVE

THIS AGREEMENT is made and entered into as of the ___ day of _____, 2024 (the "Extension Agreement"), by and between 201 S. Grove, LLC, an Illinois limited liability company (the "Lessor"), and the Village of Barrington, Cook and Lake Counties, Illinois, an Illinois Home Rule municipal corporation (the "Village" or the "Lessee") (the "Lessor" and the "Village" are sometimes referred to herein as the "Parties"):

W I T N E S S E T H:

WHEREAS, the Village and the previous owner of the Subject Property, i.e., Harris Bank, N.A., had previously entered into a "LEASE FOR BACK LOT" dated March 15, 2004, the term of which Lease expires on March 14, 2024 for the Demised Premises identified therein (the "Original Lease") for the purpose of providing public parking, including employer/employee parking spaces and parking spaces for shoppers within the Village (collectively, "parking purposes"), a copy of which Original Lease is attached hereto as Exhibit A; and

WHEREAS, the Lessor is the current owner of the Demised Premises and is willing to extend the term of the Original Lease to permit that area of the Grove Avenue Back Lot (i.e., the rear of and to the east of the property commonly known as 201 S. Grove Avenue) now leased by the Village (the "Demised Premises") to continue to be utilized by the Village for the aforesaid parking purposes for an additional term beginning March 15, 2024 through and including September 30, 2024 (the "Extended Lease Term"); and

WHEREAS, the Lessor and the Village desire to enter into this Extension Agreement for the uses and purposes herein set forth and pursuant to the terms and provisions as hereinafter provided; and

WHEREAS, the Village has determined that it is advisable, necessary, appropriate, and in the bests interests of the Village and its residents that this Extension Agreement be executed and in effect:

NOW, THEREFORE, in consideration of the covenants made herein, the Parties hereto hereby agree as follows:

A. The term "Original Lease" as used herein shall mean that certain Lease between the Village and Harris Bank, N.A. for the Demised Premises which is comprised of a portion of the rear parking lot and fifty (50) designated parking spaces, which Original Lease commenced on March 15, 2004 and expires on March 14, 2024.

B. The term "Extended Lease Period", as used herein shall mean and refer to the period of time between March 15, 2024 and September 30, 2024.

C. The Lessor and the Village hereby agree that the Village shall have the right to continue to use the Demised Premises identified in the Original Lease for the aforesaid parking purposes for the Extended Lease Period as set forth herein.

D. Rent: The monthly rent to be paid by the Village to the Lessor for the Extended Lease Period shall be paid on the first day of each month and shall consist of $1,706.84 for rental of the Demised Premises and $908.01 for common area maintenance ("CAM"), for a total monthly payment of $2,614.85, with the exception of the rent which shall be paid by the Village for the period of March 15, 2024 through March 31, 2024, which shall be paid to the Lessor within ten (10) days of execution by the Lessor of this Extension Agreement, as follows: Rent: $936.01 and CAM: $497.94, for a total of $1,433.95.

E. During the Extended Lease Period, except to the extent inconsistent with the terms of this Extension Agreement, the terms of the Original Lease shall be applicable.

F. Venue and Choice of Law: The Parties hereto agree that the venue for any and all disputes relative to this Extension Agreement shall solely be in Cook County, Illinois, the

county in which the Village's Village Hall is located. This Extension Agreement shall be construed, interpreted, and governed in accordance with the laws of the State of Illinois.

G. Notice: All notices required by this Extension Agreement shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed). Mailed notices shall be sent to the parties as follows:

| | |
|---|---|
| TO THE LESSOR: | Q2<br>Attn: Steve Qualkinbush<br>400 Central Avenue, Suite 202<br>Northfield, IL 60093<br>Email: steve@q2re.com |
| TO THE VILLAGE: | Village of Barrington<br>Attn: Village Manager<br>200 S. Hough Street<br>Barrington, IL 60010<br>Email: sanderson@barrington-il.gov |

H. Counterparts: This Extension Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.

I. Entire Agreement: This Extension Agreement is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Extension Agreement to be executed by their duly authorized officers effective as of the day and year first above written.

LESSOR:

201 S. GROVE, LLC

By:_____
An authorized signatory

ATTEST:

_____
Title _____

LESSEE:

VILLAGE OF BARRINGTON

By:_____
Karen Darch, Village President

ATTEST:

_____
Tony Ciganek, Village Clerk

STATE OF ILLINOIS )
) SS.
COUNTY OF _____ )

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Karen Darch, personally known to me to be the Village President of the Village of Barrington, an Illinois municipal corporation, and Tony Ciganek, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the said instrument as Village President and Village Clerk of said municipal corporation, and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Corporate Authorities of said municipal corporation as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2024.

_____
Notary Public
My commission expires: _____

* * * * * * * * * * * * * * * * * * * *

STATE OF ILLINOIS )
) SS.
COUNTY OF _____ )

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, who are members of 201 S. Grove, LLC, an Illinois limited liability company, and who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 2024.

_____
Notary Public
My commission expires: _____

EXHIBIT A

ORIGINAL LEASE DATED MARCH 15, 2004

# LEASE
# FOR
# BACK LOT

THIS LEASE is entered into and made effective as of the 15th day of March, 2004 by and between Harris Bank Barrington, N.A., a national banking association, having a place of business in the Village of Barrington, Illinois (the "Bank"), and the Village of Barrington, Cook and Lake Counties Illinois, an Illinois municipal corporation (the "Village").

WITNESSETH:

WHEREAS, the Village has a program to provide public parking; and

WHEREAS, pursuant to the provisions of Division 71 of Chapter 65 ILCS 5/11-71-1, the Corporate Authorities of the Village are authorized to acquire, manage, maintain and operate motor vehicle parking lot or lots; and

WHEREAS, the Bank is willing to lease certain real property to the Village to permit the parking of vehicles thereon in connection with the Village's program; and

WHEREAS, as provided by law (65 ILCS 5/11-71-1), in a public meeting held on the 6th day of November, 2001, the Plan Commission of the Village has reviewed and approved the establishment and operation of the parking facilities, at the location proposed and found that the same does not cause any conflict with any existing comprehensive plan for public improvements; and

WHEREAS, pursuant to the provisions of Chapter 65 ILCS 5/ 11-61-3 the Village is authorized to lease real property for public purposes pursuant to instruments which provide for the consideration of such lease to be paid in stated intervals during a period not exceeding twenty (20) years; and

WHEREAS, on or about July 1, 2002 the Bank and the Village have heretofore entered into a lease for property including the "Demised Property" as such term is hereinafter defined; and

WHEREAS, the Bank and the Village desire to terminate the existing lease (including all amendments thereto, if any) made on or about July 1, 2002 between them and to enter into a new lease pursuant to the terms and upon the provisions all as hereinafter provided:

NOW, THEREFORE, in consideration of the covenants made herein, the parties hereto hereby agree as follows:

ARTICLE I
Premises

Section 1.1. The Bank, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Village to be kept, observed and performed, does by these presents lease to the Village, and the Village hereby leases from the Bank, an exclusive right to use the portion of the real property comprising fifty (50) parking spaces consisting of a portion of those certain parcels of land situated to the south and east and in the back of the Bank's building located on the property commonly known as 201 S. Grove Avenue, Barrington, Illinois, legally described on Exhibit A attached hereto and which portions comprising fifty (50) parking spaces are designated on the map attached hereto as Exhibit B together with all improvements now located thereon or to be constructed thereon as herein provided and a non-exclusive easement for ingress and egress to the premises legally described on Exhibit A and designated on Exhibit B which such easement consists of those areas of land in a parking lot owned and operated by the Bank as aforesaid which are not designated as parking spaces. The Village acknowledges that the non-exclusive easements for ingress and egress provided to it pursuant to this Lease shall also be used and be available for use by the Bank (its officers, employees, customers, etc.).

Section 1.2. The real property hereby leased by the Bank to the Village and the improvements thereon (herein sometimes collectively referred to as the "Demised Premises") is that portion of the Bank's real property comprising the fifty (50) parking spaces located in the Bank's Parking Lot which parking lot is legally described in Exhibit A and which fifty (50)

parking spaces are designated on Exhibit B and includes the nonexclusive easement for ingress and egress.

Section 1.3. The Village and the Bank each acknowledge that the lease of fifty (50) parking spaces from the Bank as provided in this Lease does not constitute a lease to the Village of all of the Bank's parking spaces in this parking lot.

## ARTICLE II
## Term

Section 2.1. The Term of this Lease shall commence on March 15, 2004 and shall end on December 31, 2004, unless sooner terminated as herein set forth.

Section 2.2. The above Term as so fixed in Section 2.1 hereof is herein referred to as the "Original Term".

Section 2.3 The term "Lease Year", as used herein, shall, except for the Original Term, and except for the period of time between January 1, 2024 through March 14, 2024 (the "Final Lease Year") mean and refer to a twelve (12) month period of time during the term of the Lease, commencing on January 1 and expiring on the following December 31.

Section 2.4. Except as otherwise provided in this Lease, the term of this Lease shall automatically renew for consecutive one (1) year terms each commencing on the 1st day of January, and terminating on the 31st day of December, next following, provided, however, in no event shall this Lease remain in effect for an aggregate period of time in excess of twenty (20) years (i.e. March 14, 2024) without the appropriate legislative action being taken by the Corporate Authorities of the Village to approve and extend the same, provided, further, either party may terminate this Lease at any time while it is in effect by serving a notice in writing upon the other party at least ninety (90) days prior to the effective date of the termination of this Lease.

## ARTICLE III
## Rent

Section 3.1 As and for the rent to be paid for the Lease of the Demised Premises during the Original Term, the Village shall pay to the Bank the following:

During the Original Term, in advance, on or before the fifteenth day of March 2004 and on or before the first day of each remaining month in 2004 ending with the month of December 2004, the sum of twenty-five and 90/100 ($25.90) dollars per each parking space for each month or portion thereof of the Original Term.

Section 3.2. As and for the rent to be paid for the Lease of the Demised Premises in Lease Years after the Original Term (including the Final Lease Year), the Village shall pay to the Bank in advance, on or before the first day of each month of each Lease Year (including the Final Lease Year) (except the Original Term), a sum determined as follows:

Subject to the adjustment to rent to be calculated as hereinafter described the sum of $25.90 per month per parking space for each month of each Lease Year after the Original Term; provided, however, it is the intent of the parties to this Lease to adjust the rent to be paid hereunder once every two (2) years effective beginning with the second Lease Year following the Original Term and in Lease Years every two (2) years thereafter. Accordingly, adjustments shall occur in the Lease Year beginning January 01, 2006, January 01, 2008, January 01, 2010 and each two years thereafter. The adjustment in rent shall be the lesser of (a) the product of $25.90 multiplied by a fraction, the numerator of which shall be the Index Value for January of the Lease Year for which the monthly rent is being adjusted and the denominator of which shall be the Index Value for January 2004; or (b) a three (3%) percent increase over the rent as adjusted two (2) years prior to the Lease Year for which the adjustment is being calculated; provided, however, if the adjustment is being made in January 2006, a three (3%) increase over $25.90.

For the purposes of the foregoing paragraph in this Section 3.2, the term "Index Value" shall mean the Consumer Price Index for the Chicago and northwestern Indiana local area for all items for urban wage earners (1982-84 equals 100), as published periodically in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor. If the Department of Labor ceases publishing said Consumer Price Index, then the most nearly comparable successor index produced by the United States government, appropriately adjusted to the base date, shall be used as the Index Value for the purposes of the foregoing paragraph in this Section 3.2.

If the Index Value for January of any of the Lease Years (including but not limited to any Lease Year during any extension of the Original Term hereof) is not available at the beginning of that Lease Year, when the rent adjustment is to become effective, then the Village shall continue to pay rent on the basis of the monthly rent for the previous Lease Year until the Index Value is published for January of the Lease year for which the monthly rent is being adjusted, which increase shall be adjusted retroactive to January 1 of that Lease Year and the Village shall pay to the Bank, within ninety (90) days after the demand therefore, the difference, if any, between the aggregate adjusted monthly rents which

should have been paid during that Lease Year and the aggregate amounts actually paid by the Village for that Lease Year.

ARTICLE IV
Use

The Demised Premises shall be used solely by the Village for the purpose of permitting the parking of vehicles on the surface of the property in conjunction with the Village's parking system. The Village shall have the right, at its sole expense, to install and maintain signs upon the Demised Premises which are appropriate to notify which parking spaces are available to and controlled by the Village under its parking program.

ARTICLE V
Taxes

The Bank further agrees, at its sole cost and expense, to pay all taxes and assessments, general and special, water rates, utilities, and all other impositions, ordinary and extraordinary, of every kind and nature whatsoever, including but not limited to general real estate taxes which may be levied, assessed or imposed upon the Demised Premises or any part thereof or upon any building or improvements at any time situated thereon, accruing or becoming due and payable during the Original Term and during each and every Lease Year of this Lease (including the Final Lease Year) and any extension thereof.

ARTICLE VI
Insurance

On or before the date of execution of this Lease and during the Original Term and each Lease Year of this Lease (including the Final Lease Year) and any extension thereof, the Village shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following type and limits of insurance to cover the Village's obligations pursuant to this Lease and not to cover the Bank's use, if any:

Comprehensive commercial general liability insurance with minimum limits of One Million Dollars ($1,000,000.00) as the combined single limit for each occurrence of bodily injury, personal injury and property damage.

## ARTICLE VII
## Maintenance of Premises

During the Original Term and each Lease Year of this Lease (including the Final Lease Year) and any extension thereof, the Bank, shall maintain and repair the Demised Premises and shall keep the same and all parts thereof in good order, condition, and repair. The Bank shall be responsible for plowing snow off of all of the real property which comprises the entire parking lot depicted on Exhibit B and includes the Village Leased Spaces, Harris Bank Spaces and the Village owned spaces whenever the same is required. At the times that the monthly rent is due to be paid as provided in this Lease, the Village shall pay to the Bank a maintenance fee in the amount of eight hundred eighty-one and 55/100 dollars ($881.55) per month or portion thereof. Subject to the review and approval of the Bank, at any time or times during the Original Term or any Lease Year, if the Village determines, through an analysis by an appropriate consultant that the parking lot depicted on Exhibit B can be restriped to add additional parking spaces, the Village, at its sole cost and expense, shall have the right to restripe the aforesaid property.

Except for snow plowing, snow removal operations and/or hazardous or emergency events, the Bank shall obtain the Village's prior approval before commencing any work on the Demised Premises or on any access to the Demised Premises in connection with the Bank's maintenance responsibilities. Pursuant to the foregoing, and unless waived by the Village the Bank shall serve notice on the Village at least five (5) business days before it commences any such work. The Bank and the Village shall each communicate with the other to endeavor to mutually schedule maintenance work to reduce the adverse effect of the loss of use of parking spaces while any such work is being performed.

## ARTICLE VIII
## Assignments or Subletting

Neither the Bank nor the Village shall assign or sublet this Lease or any interest hereunder at any time without obtaining the prior written approval of the other party; provided, however, the provisions of this Article shall not be construed to interfere with or prevent the

Village from allowing the parking spaces on the Demised Premises to be used as provided in this Lease.

ARTICLE IX
Surrender

Section 9.1. Upon the termination of this Lease, whether by forfeiture, lapse of time, or otherwise, or upon the termination of the Village's right to possession of the Demised Premises, the Village at once will surrender and deliver up the Demised Premises to the Bank, and within fifteen (15) days of the effective date of termination, shall remove all of the Village's signs. Any damage to the pavement resulting from the removal of the Village's signs shall be repaired by the Village so that after such repair the surface where the sign was removed is substantially in the same condition as the nearby and surrounding pavement.

Section 9.2. This Lease may be recorded in accordance with the requirements of the law of the State of Illinois.

ARTICLE X
Notices

All notices, demands, elections and other instruments required or permitted to be given or made by either party upon the other by the terms of this Lease or any statute shall be in writing. Each notice shall be deemed to have been sufficiently served if personally served or if sent by certified or registered mail with proper postage prepaid to the Bank or the Village at the respective addresses set forth herein. Such notices, demands, elections and other instruments shall be considered as delivered to the recipient on the third business day after deposit in the U.S. Mail or immediately if personally served.

IF TO: HARRIS BANK BARRINGTON, N.A.
President
201 South Grove
Barrington, IL 60010

IF TO: THE VILLAGE OF BARRINGTON
ATTN: Director of Administrative Services
200 South Hough Street
Barrington, IL 60010

Any party hereto may change the name or address of the person to whom notice is to be sent by following the procedure established herein for notice.

## ARTICLE XI
## Miscellaneous

Section 11.1. The captions of this Lease are for convenience only, are not to be construed as part of this Lease, and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

Section 11.2. If any covenant, agreement, or condition of this Lease or the application thereof to any person, firm, or corporation or to any circumstances, shall to any extent be invalid or unenforceable, then the remainder of this Lease, or the application of such covenant, agreement or condition to persons, firms, or corporations or to circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each covenant, agreement, or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 11.3. This Lease shall be construed and enforced in accordance with the laws of the State of Illinois.

Section 11.4. None of the covenants, terms, or conditions of this Lease to be kept and performed by either party shall in any manner be altered, waived, modified, changed, or abandoned, except by a written instrument, duly signed, acknowledged, and delivered by the other party.

Section 11.5. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Lessor and Lessee between the Bank and the Village.

Section 11.6. Contemporaneously with the execution hereof, the Bank shall furnish the Village with an Affidavit in substantially the form attached hereto as Exhibit C.

Section 11.7. Each Exhibit which is attached to this Lease is deemed to be and is expressly made a part of and incorporated into this Lease to the same extent as if each such Exhibit had been set forth in its entirety in the body of this Lease.

Section 11.8. To the extent that the following lease (including all amendments thereto, if any) heretofore entered into between the Bank and the Village for the Demised Premises or any part thereof (being a lease made on or about July 1, 2002 the "July 2002 Lease") is in effect, the following shall be applicable:

As of the effective date of this Lease the Bank and the Village hereby terminate the July 2002 lease (including all amendments thereto, if any); and

Any rent and/or any maintenance fee paid by the Village to the Bank pursuant to the July 2002 Lease (including all amendments thereto, if any) that is paid for any period of time that is on or after the effective date of this Lease shall constitute a credit to the Village for rent and/or for the maintenance fee that is due under this Lease.

Section 11.9. Notwithstanding anything to the contrary in this Lease, if this Lease has not been terminated, the rent and the maintenance fee to be paid by the Village to the Bank for the period of March 1, 2024 through March 14, 2024 shall be an amount equal to 14/31 of the monthly rent and monthly maintenance fee then in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective as of the day and year first above written.

VILLAGE OF BARRINGTON

By: _____
Marshall S. Reagle, Village President

ATTEST:

By: _____
Ron Koppelmann -Village Clerk

HARRIS BANK BARRINGTON, N.A.

By: _____
Title _____
An Authorized Signatory

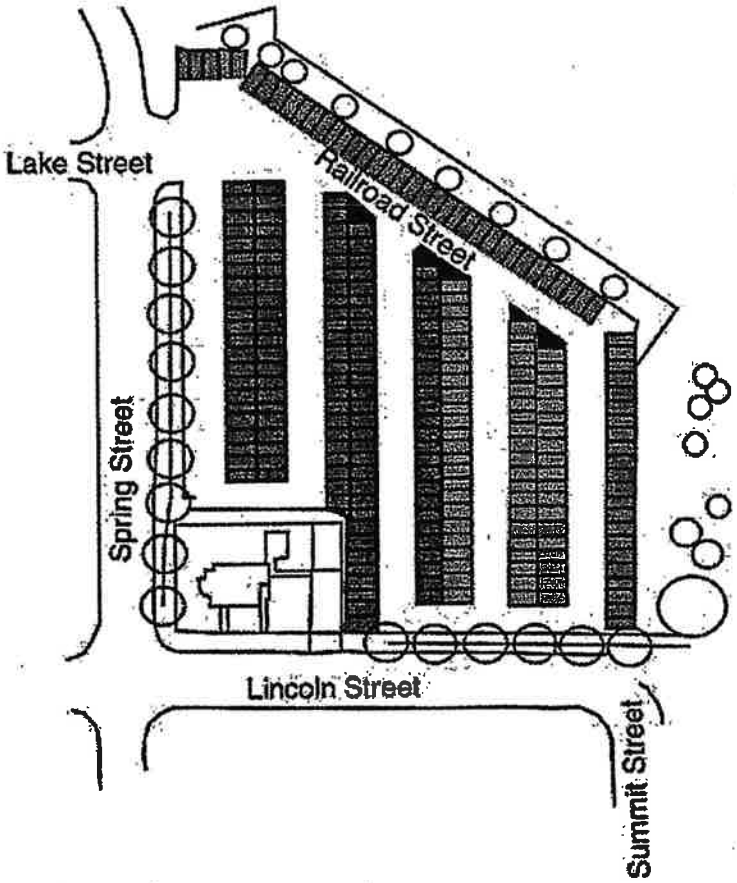
...\Barringt\HarrisLease\BackLot\2004\2-08-04-CLN-BackLot.Lease

# EXHIBIT "A"

## Back Lot:

Lot 1 (Except the east 33 feet and the west 104.0 feet thereof) and lots 2 and 3 (except the East 33 Feet) and all of Lot 4 in Block 10 in the Village of Barrington in the northwest quarter of Section 1, Township 42 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

Demised Premises
(Back Lot: Parking Lot 1)




Village Leased Spaces

Harris Bank Spaces

Village Owned Spaces

# Exhibit C

## AFFIDAVIT RE: DELINQUENT TAXES

I, Thomas H. Werner, being first duly sworn do hereby depose and say that I am a President of Harris Bank Barrington N.A. (the "Company") and that as such officer I am authorized to make the following representations on behalf of the Company pursuant to 65 ILCS 5/11-42.1-1.

**[CHOOSE ONE]**

X The Company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

___ The Company is delinquent in the payment of a tax or taxes administered by the Department of Revenue but the Company is contesting its liability for such tax or taxes or the amount of such tax or taxes or the amount of such tax or taxes in accordance with the procedures established by the appropriate Revenue Act.

___ The Company is delinquent in the payment of a tax or taxes administered by the Department of Revenue and (1) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and (2) is in compliance with such agreement.

___ The Company is delinquent in the payment of a tax or taxes administered by the Illinois Department of Revenue.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 26th day of March, 2004.

[Company] Harris Bank Barrington N.A.

By:
Title: President

SUBSCRIBED AND SWORN this 26th day of March, 2004, before me, a notary public in the State of Illinois, who hereby certifies under official seal that I am duly authorized by the laws of the State of Illinois to administer oaths in the County of Cook in the State of Illinois.

Sandra R. Stevens
Notary Public

(SEAL)

Commission expires: 3-25-2007

"OFFICIAL SEAL"
"OFFICIAL SEAL"
Sandra R. Stevens
Notary Public, State of Illinois
My Commission Exp. 03/25/2007