08/09/24

VILLAGE OF BARRINGTON

ORDINANCE NO. 2024 - 4434

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT PROVIDING FOR A SECOND EXTENSION OF THE TERM OF THE EXISTING LEASE TO MARCH 31, 2025 FOR A PORTION OF THE PARKING LOT AT THE REAR AND EAST OF THE PROPERTY COMMONLY KNOWN AS AT 201 S. GROVE AVENUE

ADOPTED BY

THE CORPORATE AUTHORITIES

OF THE

VILLAGE OF BARRINGTON, ILLINOIS

THIS 9th DAY OF September, 2024

Published in pamphlet form by authority of the Corporate Authorities of the Village of Barrington, Cook and Lake Counties, Illinois, this 9th day of September, 2024.

ORDINANCE NO. 2024-4434

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT PROVIDING FOR A SECOND EXTENSION OF THE TERM OF THE EXISTING LEASE TO MARCH 31, 2025 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 expired 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 and the Lessor previously entered into an agreement extending the term of said parking lot lease through September 30, 2024, and the Village now desires to further extend the term of the Original Lease through March 31, 2025, 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 October 1, 2024 through and including March 31, 2025 (the "Further Extended Lease Term"); and

WHEREAS, the Lessor and the Village desire to enter into a Second Extension Agreement, substantially in the form attached hereto as Exhibit A and thereby made a part hereof, to memorialize the terms of such further 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 Second 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 the further extension of the lease of the Demised Premises from October 1, 2024 through March 31, 2025 and the related Second 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 Second 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 Second 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 9th DAY OF September, 2024, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lohmeyer, Sholeen, Wordrasek, Duncan, Moran, Prigge and President Darch

NAYS: NONE

ABSENT: None

ABSTAINED: NONE

RECUSED: NONE

APPROVED THIS 9th OF September, 2024

Karen Y. Darch

Karen Y. Darch, Village President

ATTESTED AND FILED THIS 9th DAY OF September, 2024

Tony Ciganek

Tony Ciganek, Village Clerk

(SEAL)

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

EXHIBIT A

AGREEMENT PROVIDING FOR A SECOND 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

08/09/24

AGREEMENT PROVIDING FOR A SECOND 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 SECOND EXTENSION AGREEMENT is made and entered into as of the 12 day of September, 2024 (the "Second 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 and the Village previously entered into an Agreement which provided for the extension of the term of the LEASE FOR BACK LOT through and including September 30, 2024, and the Parties wish to further extend the term of the Village's lease of the Demised Premises beginning October 1, 2024 through and including March 31, 2025 pursuant to the terms and conditions as set forth herein; and

WHEREAS, the Lessor is the current owner of the Demised Premises and is willing to further 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 October 1, 2024 through and including March 31, 2025 (the "Further Extended Lease Term"); and

WHEREAS, the Lessor and the Village desire to enter into this Second 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 Second 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 expired on March 14, 2024, which Lease was previously extended by the Parties through and including September 30, 2024.

B. The term "Further Extended Lease Period", as used herein shall mean and refer to the period of time between October 1, 2024 and March 31, 2025.

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 Further Extended Lease Period as set forth herein.

D. Rent: Beginning October 1, 2024, the monthly rent to be paid by the Village to the Lessor for the Further 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.

E. During the Further Extended Lease Period, except to the extent inconsistent with the terms of this Second 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 Second Extension Agreement shall solely be in Cook County, Illinois, the county in which the Village's Village Hall is located. This Second 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 Second 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: Po Box 8106 Evanston, IL 60204	Q2 Attn: Steve Qualkinbush ~~400 Central Avenue, Suite 202~~ ~~Northfield, IL 60093~~ Email: steve@q2re.com
TO THE VILLAGE:	Village of Barrington Attn: Village Manager 200 S. Hough Street Barrington, IL 60010 Email: sanderson@barrington-il.gov

H. Counterparts: This Second 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 Second 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

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Katherine F Caughey, 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 9th day of September, 2024.

KATHERINE F CAUGHEY
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 18, 2027

Katherine F Caughey
Notary Public
My commission expires: 1-18-2027

* *

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Steven Youel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that [illegible] and [illegible], 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 12 day of SEP, 2024.

Notary Public
My commission expires: 7/1/2026

STEVEN YOUEL
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 1, 2026

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 Second 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

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

EXHIBIT A

ORIGINAL LEASE DATED MARCH 15, 2004