ORDINANCE NO. 2026-4656

ORDINANCE APPROVING A LICENSE AGREEMENT (RE: 505 W. NORTHWEST HWY)

RE: Grant of "License Agreement to Install and Maintain Private Improvements in a Village Right-of-Way and Related Covenants at 505 W. Northwest Highway, Barrington, IL"

WHEREAS, the Village of Barrington (the "Village") is the owner of Old Northwest Highway, a public Village right-of-way, which is located within the corporate limits of the Village (hereinafter, the "Subject Village Right-of-Way"); and

WHEREAS, Callas Family Partners ("Owner") is the owner of the certain commercial real property located within the corporate limits of the Village commonly known as 505 W. Northwest Highway and legally described as follows:

LOTS 6, 7, 8, 9. 10, 11, 12, 13, 14 AND 15 IN BLOCK 1 IN "THE KAINER BLOCK", BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1925, IN BOOK O OF PLAT ON PAGE 65 AS DOCUMENT 265990, IN LAKE COUNTY, ILLINOIS.
P.I.N.s 13-35-402-007, 13-35-402-006, 13-35-402-005, 13-35-402-008

(hereinafter referred to as the "Owner's Property"); and

WHEREAS, the Owner's Property is improved with a commercial structure, and the Owner wishes to construct and install a new parking area on the Owner's Property (the "Private Improvements") as depicted on and in substantial compliance with the plans therefor approved by the Village, a copy of which plans are attached hereto as Exhibit A and thereby made a part hereof, which Private Improvements will serve the subject commercial structure and which Private Improvements will encroach into a portion of the improved Village right-of-way commonly known as Old Northwest Highway (the "Subject Village Right-of-Way"), which Subject Village Right-of-Way is adjacent to the Owner's Property; and

WHEREAS, the Village desires to accommodate the Owner's request, and the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its residents that the Village approve the request of the Owner for permission to install and maintain a new parking area on the Owner's Property which will encroach into a portion of the Subject Village Right-of-Way, approval of which shall be subject to the execution by all of the parties of the "License Agreement to Install and Maintain Private Improvements In a Village Right-of-Way and Related Covenants at 505 W. Northwest Highway, Barrington, IL" (the "License Agreement") relative thereto and the conditions and restrictions as set forth therein, a copy of which License Agreement is attached hereto as Exhibit B and thereby made a part hereof:

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 this Village as a Home Rule unit, as follows:

SECTION 1: That the Corporate Authorities 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 in their entirety.

SECTION 2: That the Corporate Authorities of the Village hereby approve the License Agreement ("License Agreement") with the Callas Family Partners ("Owner" and "Licensee"), substantially in the form attached hereto as Exhibit B and thereby made a part hereof, for the purpose of allowing the Licensee to install a new parking area on the Owner's Property (the "Private Improvements") pursuant to and in substantial compliance with the plans therefor which have been approved by the Village, a copy of which plans is attached hereto as Exhibit A and thereby made a part hereof, which Private Improvements will serve the subject commercial structure and which Private Improvements will encroach into a portion of the improved Village right-of-way commonly known as Old Northwest Highway (the "Subject Village Right-of-Way") which is adjacent to the Owner's Property, and the Village President is hereby authorized to execute and the Village Clerk is authorized to attest said License Agreement, which shall be substantially in the form attached hereto as Exhibit B and thereby made a part hereof. The Village is authorized to and shall record the License Agreement with the Lake County Clerk Recording Division and provide a recorded copy of the License Agreement to the Licensees.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED THIS 13 DAY OF July, 2026, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lohmeyer, Duncan, Prigge, Klauer and President Moran

NAYS: NONE

ABSENT: Trustees Sholeen and Wondrasek

ABSTAIN: NONE

RECUSE: NONE

APPROVED THIS 13 OF July, 2026

Michael D. Moran, Village President

ATTESTED AND FILED THIS
13 DAY OF July, 2026.

James P. Dillon, Village Clerk

(SEAL)

EXHIBIT A

Plans for Parking Area Approved by the Village
RE: 505 W. Old Northwest Highway

515
509
505

EXHIBIT B

License Agreement to Install and Maintain Private Improvements in a
Village Right-of-Way and Related Covenants at 505 W. Northwest Highway, Barrington, IL

Prepared by and after recording, please return to:
James P. Bateman, Village Attorney
Bateman Law Offices, Ltd.
1000 Hart Road, Suite 170
Barrington, IL 60010

LICENSE AGREEMENT TO INSTALL AND MAINTAIN PRIVATE IMPROVEMENTS IN A VILLAGE RIGHT-OF-WAY AND RELATED COVENANTS AT 505 WEST NORTHWEST HIGHWAY, BARRINGTON, IL

THIS LICENSE AGREEMENT AND DECLARATION OF COVENANTS (hereinafter, "this Agreement"), is hereby made this 8 day of July, 2026, by and among the VILLAGE OF BARRINGTON, Cook and Lake Counties, Illinois, an Illinois municipal corporation ("the Village"), as the owner of Old Northwest Highway, a public Village right-of-way and CALLAS FAMILY PARTNERS, on behalf of itself and on behalf of all of its partners and/or members, 11 Rose Boulevard, South Barrington, IL 60010 (collectively, the "Licensee"), (hereinafter the Village and the Licensee are sometimes collectively referred to herein as "the Parties"):

W I T N E S E T H:

WHEREAS, the Village is the owner of that certain Village right-of-way commonly known as Old Northwest Highway which is north of and adjacent to the property at 505 West Northwest Highway, Barrington, IL 60010 (the "Subject Village Right-of-Way"); and

WHEREAS, Callas Family Partners is the owner of 505 West Northwest Highway, Barrington, IL 60010 which is legally described on Exhibit A attached hereto and thereby made a part hereof (hereinafter collectively referred to as the "Property"), and the Licensee has petitioned the Village for approval of a License Agreement to install and maintain certain private improvements in a portion of the Village Right-of-Way adjacent to 505 West Northwest Highway; and

WHEREAS, the Licensee wishes to install on and/or maintain on a certain portion of the Subject Village Right-of-Way certain private improvements which shall be owned by the Licensee and specifically, a parking area that extends from the private property of 505 West Northwest Highway into the adjacent right-of-way, i.e., Old Northwest Highway, on the north side of the subject property (collectively, the "Private Improvements") in, on, upon, over, and/or within and thereby encroach into the Subject Village Right-of-Way and for this purpose, the Licensee has requested the Village's written permission and approval of the proposed encroachments to allow the installation of the aforesaid Private Improvements; and

WHEREAS, the Village desires to approve the request of the Licensee to allow the Private Improvements to be installed and maintained within the Subject Village Right-of-Way and, in that regard, have determined that it is in the best interests of the parties hereto that this Agreement be executed and in effect:

1. RECITALS: The recitals contained herein are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. TERMS AND CONDITIONS OF THIS AGREEMENT RUNNING WITH TITLE TO THE LAND. The Parties hereto agree that all provisions of this Agreement, including the benefits and burdens, shall constitute a covenant running with title to the Property described herein and are binding upon and inure to the benefit of all parties having or acquiring any right, title or interest, including but not limited to any leasehold interest and/or any beneficial interest, in or to any portion of the Property. The Licensee and its heirs, successors and assigns, which heirs, successors and assigns shall include but are not limited to any and all subsequent owners(s), occupants(s), and tenant(s) of the Property, by acceptance of a deed or a lease or sublease to or occupancy of all or any portion(s) of the Property, whether or not it shall be so expressed in such deed, lease, or sublease, shall be deemed by such action to covenant and agree to be bound by each and every easement, covenant, condition, restriction, and revocable license recited herein. In furtherance thereof, this Agreement shall be recorded by the Village against, and deemed as covenants, conditions, restrictions, easements, and a revocable license running with and binding upon the Property and the title thereof.

3. INSTALLATION; MAINTENANCE; COMPLIANCE WITH ALL LAWS. The Licensee warrants to the Village and agrees that the Private Improvements which are the subject of this Agreement shall be owned by the Licensee and that the installation and maintenance of said Private Improvements shall be performed in a workmanlike manner and that the Private Improvements shall be in substantial compliance with all plans which have been approved by and are on file with the Village, and shall be maintained by the Licensee in good condition in full compliance with the terms and conditions of this Agreement, and the applicable provisions of the Barrington Village Code and Barrington Zoning Ordinance. The Licensee and its heirs, successors and assigns from time to time relative to the Property, or any portion thereof, including but not limited to the Private Improvements located thereon, shall maintain the Property and the Private Improvements located thereon in good condition in accordance with this Agreement and shall not interfere with the Village's access to or use of the Subject Village Right-of-Way. This Agreement does not abrogate, supersede, or waive any applicable laws requiring the parties to obtain permits, licenses, inspections or approvals in order to perform any construction, maintenance, repair, replacement and reconstruction of the Private Improvements, as may hereafter be necessary. The maintenance in good condition of the Private Improvements shall be the sole responsibility of the Licensee and/or its heirs, successors and assigns, and should the Licensee and/or its heirs, successors and assigns, fail to do so after written notice from the Village, the Village may terminate this license and/or perform any required repair(s) and/or maintenance of the Private Improvements itself. Any costs incurred by the Village in this regard shall be a debt due and owing to the Village by the Licensee and/or its heirs, successors and assigns, and if the Licensee, and/or its heirs, successors and assigns fail to reimburse the Village for all of said costs within a stated timeframe, the Village shall thereafter file a lien for such costs on the Property and/or file an action against the Licensee, and/or its heirs, successors and/or assigns, to collect said costs, as well as reasonable attorneys' fees and other reasonable costs of collection.

4. LICENSE GRANTED. The Village hereby grants a revocable, temporary and limited license to the Licensee, and its heirs, successors and assigns, until this license herein granted is revoked and/or terminated, with or without cause, at the sole discretion of the Village, for the installation and maintenance of the Private Improvements within that portion of the respective Subject Village Right-of-Way pursuant to and as shown on the plans therefor as approved by the Village, subject to the timely and continued compliance by the Licensee, and its heirs, successors and assigns, with the terms and conditions of this Agreement, including but not limited to the following:

   A. Except as otherwise provided herein, the license hereby granted to the Licensee authorizing the Licensee's installation and maintenance of the subject Private Improvements on the Subject Village Right-of-Way is specific only to the Licensee, and not to its heirs, successors and/or assigns, as the license herein granted relates to and is consistent with the subject Private Improvements as hereby authorized. This license may be terminated by the Village at any time, whenever the Corporate Authorities of the Village determine, in their sole discretion, that such termination is necessary and/or

appropriate for the public health, safety, and/or welfare of the Village and its residents and/or for any municipal purpose upon ten (10) days written notice by the Village to the Licensee and, in addition, the Licensee and its heirs, successors and/or assigns shall, in such event, also be jointly and severally obligated to immediately remove the Private Improvements if and when directed to do so by the Village Manager of the Village, or his designee.

B. The Licensee, for itself and for all of its partners and/or members individually, and for their respective heirs, successors and/or assigns, hereby agrees to and does hereby hold harmless and indemnify the Village, its elected and appointed officials, officers, trustees, employees, agents and volunteers relative to any liability, including but not limited to any claim, loss, damage, injury, death, costs, suit or expense, including reasonable attorneys' fees and other costs of defense, arising out of or in any way related to this Agreement and/or relating to the Private Improvements as authorized herein, and/or any installation, use and/or maintenance thereof, and/or arising out of or relating to any Private Improvements installed on, upon, over, and/or within, the Subject Village Right-of-Way. The provisions of this Section shall survive any expiration and/or termination of this Agreement, regardless of cause.

C. The Licensee, for itself and for all of its partners and/or members individually, and for their respective heirs, successors and/or assigns hereby agrees to and does hereby release the Village, its elected and appointed officials, officers, employees, agents and volunteers for damages to the above Private Improvements which may occur by the Village and/or its contractor(s) relative to the installation, repair, maintenance, and/or replacement of any Village utilities and/or other Village improvements within the Subject Village Right-of-Way or for damages to any and all materials installed by or on behalf of the Licensee on, upon, over, and/or within the Subject Village Right-of-Way.

D. The Licensee, for itself and for all of its partners and/or members individually, and for their respective heirs, successors and/or assigns, hereby agrees that in consideration of the issuance by the Village of the license herein granted for the Licensee's installation and maintenance of the Private Improvements that the Licensee and its heirs, successors and/or assigns shall be solely responsible for replacement or repair of any damages to the Subject Village Right-of-Way and/or to the Private Improvements installed on, upon, over, and/or within the Subject Village Right-of-Way, and any such damages caused by the installation, repair, reconstruction, and/or maintenance by the Village, or its officers, employees, contractors, or agents of any Village utility(ies) or other Village improvements located on, upon, over, within, along, across and/or through the Subject Village Right-of-Way shall be the sole responsibility and expense of the Licensee and its heirs, successors and/or assigns.

E. The Licensee, for itself and for all of its partners and/or members individually, and for their respective heirs, successors and/or assigns, shall in no way have or assert any right, title or interest in the Subject Village Right-of-Way located on the Subject Property by reason of this Agreement herein granted or the installation and/or maintenance of the Private Improvements at their location as herein authorized or by reason of any use thereof, but shall be deemed a license only to temporarily use and occupy the respective approved portion(s) of the Subject Village Right-of-Way for the limited purposes stated herein while this License Agreement is in effect and shall not confer to the Licensee or to its heirs, successors and/or assigns, any right, privilege, license or franchise to occupy or use the Subject Village Right-of-Way for any other purposes, except as expressly stated herein.

F. The Licensee, and/or its heirs, successors and/or assigns, shall, while this License Agreement is in effect, maintain the Private Improvements in good and safe condition as determined by the Village Manager, or his designee. The obligation and responsibility to maintain the Private Improvements in good condition and, if requested by the Village, to remove the Private Improvements and restore to good condition any Village property, including the Subject Village Right-of-Way, disturbed by any such

removal shall be the obligation and joint and several responsibility only of the Licensee and its heirs, successors and/or assigns, at their sole cost and expense.

G. If the Licensee, and/or its heirs, successors, and/or assigns, or any of them, fail to fulfill the responsibilities set forth in this Agreement, including but not limited to the complete removal of the Private Improvements and restoration of any Village property disturbed by such removal, then the Village may, but shall not be obligated to do so, and the Village shall have the right to recover from both the Licensee, and its heirs, successors, and/or assigns, any costs and expenses incurred by the Village in fulfilling said responsibilities, together with reasonable attorneys' fees and other costs incurred by the Village in fulfilling any such responsibilities.

H. The Village, by the grant of this license, assumes no obligation or responsibility for the maintenance of the Private Improvements located on the Property or on the Subject Village Right-of-Way, and the Village hereby disclaims any responsibility or obligation for such maintenance, which maintenance shall be the joint and several responsibility of only the Licensee, and its heirs, successors, and/or assigns, and of the then owner(s) of the Property from time to time, and such owner(s)' respective successors and assigns.

I. Insurance:

1. Prior to Commencement of Work:

(a) Prior to commencement of the installation of the Private Improvements within the Subject Village Right-of-Way (the "Work"), both the Licensee and any contractor(s) or subcontractor(s) of Licensee shall supply to the Village certificates of insurance as specified below, provided, however, neither the Licensee nor its contractor(s) and subcontractor(s) shall start the Work until certificates of insurance for all insurance required under this Paragraph I, and evidence of all such insurance coverage has been provided to and approved by the Village Manager, or his designee.

(b) Minimum Scope of Insurance: Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Barrington and its elected and appointed officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.

(c) Licensee agrees to and shall maintain all required insurances while this License Agreement is in effect and during any extension(s) hereof and shall provide current certificates of coverage and the required additional insured whenever requested by the Village Manager, or by his designee.

2. Insurance Coverages Required:

(a) Commercial General Liability:

(i) $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be $2,000,000.

(ii) The "Village of Barrington, and its elected and appointed officers, officials, employees, agents and volunteers", are to be named and covered as additional insureds as respects:

liability arising out of the work by or on behalf of the Licensee, including work by Licensee's contractor(s) and subcontractor(s) on the Subject Village Right-of-Way; operations of the Licensee or its contractor(s) or subcontractor(s) on the Subject Village Right-of-Way; premises owned, leased or used by the Licensee or its contractor(s) or subcontractor(s), or automobiles owned, leased, hired or borrowed by the Licensee or its contractor(s) or subcontractor(s). The coverage shall contain no special limitations on the scope of protection afforded to the Village of Barrington and its elected and appointed officers, officials, employees, agents and/or volunteers.

(iii) The insurance coverage of Licensee shall be primary and non-contributory as respects the Village of Barrington and its elected and appointed officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Barrington and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Licensee's insurance and shall not contribute with it.

(iv) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Barrington and/or its elected and appointed officers, officials, employees, agents and/or its volunteers.

(v) The insurance of Licensee shall contain a Severability of Interests/Cross-Liability clause or language stating that Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(vi) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Licensee shall be required to name the "Village of Barrington, and its elected and appointed officers, officials, employees, agents and volunteers" as additional insureds.

(vii) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(viii) The Licensee and all of its contractors and subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Barrington, and/or by its elected and/or appointed officers, officials, employees, agents and/or its volunteers.

(b) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": $1,000,000 combined single limit per accident for bodily injury, and property damage and $1,000,000 per occurrence for personal injury.

(c) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than $2,000,000, then a $1,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above.

(d) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Barrington.

(e) All Coverages:

(i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

(a) Allowing work by Licensee or any of their contractor(s) and/or subcontractor(s) to start before the Village has received and approved the required Certificates of Insurance and Additional Insured Endorsements.
(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

(ii) Each insurance policy required shall have the Village of Barrington expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

(iii) When requested by the Village Manager, or his designee, Licensee shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.

(f) Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

(g) Verification of Coverage: Licensee and its contractor(s) and subcontractor(s) shall furnish the Village of Barrington with certificates of insurance naming the "Village of Barrington, its elected and appointed officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

(h) Contractors and Subcontractors: The Licensee shall include all of its contractors and subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(i) Assumption of Liability: The Licensee agrees to and does hereby assume all liability for any injury to or death of any person or persons including employees of either the Licensee and/or of any contractor(s) and/or subcontractor(s) of Licensee, any supplier or any other person and agrees to and does hereby assume liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

(j) Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this License Agreement.

(k) Liability of Licensees and Their Respective Contractor(s) and Subcontractor(s) is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this

Agreement is to be construed as limiting the liability of the Licensee or the liability of any contractor and/or subcontractor of the Licensee, or of its insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Licensee, or any contractor(s) or subcontractor(s) thereof, but are merely required minimums. Such insurance coverage shall not, in any way, limit the Licensee's obligations to the Village in the event that the Village should suffer an injury or loss or claim or expense in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by such insurance coverages.

(l) Notice of Bodily Injury or Property Damage: The Licensee shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

(m) Updated Proof Required: The Licensee agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be provided to the Village Manager. There shall be no additional charge to the Village for said insurance.

L. The Licensee shall have the right at any time to remove any of the Private Improvements and upon such removal, or if the Private Improvements are no longer present, then as to such Private Improvements, and except as to its indemnity and hold harmless obligations under this Section, the obligations of the Licensee hereunder shall terminate and be of no further force or effect, with the exception that upon any removal of the Private Improvements, the Licensee shall be obligated to restore the Subject Village Right-of-Way and any other Village property disturbed by such removal to the Village's reasonable satisfaction.

M. Nothing in this Agreement will create, or be construed or interpreted to create, any third-party beneficiary rights. Only the respective parties to this Agreement, the Village and the Licensee, and its successors and/or assigns, and no third parties, shall have the right to enforce this Agreement.

5. ACCESS TO THE SUBJECT PROPERTY: The Village shall have a right of ingress and egress and access in, on, upon, over, under, across, along and/or through the Subject Village Right-of-Way and for the transportation of its officers, employees, agents, and contractors, authorized persons and vehicles, equipment and materials to and from the Subject Village Right-of-Way as reasonably necessary to fulfill the purposes of this Agreement to maintain, repair, and/or reconstruct the Village utilities and/or other Village improvements located therein. The Village shall also have the right at all reasonable times to enter upon the Subject Village Right-of-Way for the purpose of monitoring the performance of the Licensee in complying with the provisions of this Agreement. While the Village will endeavor to give the Licensee prior notice of the Village's ingress to, egress from, and/or access in, on, upon, over, under, across, along and/or through the Subject Village Right-of-Way, and/or the Village improvements and/or utility facilities located therein, the Village shall not be required to provide any such prior notice in writing or otherwise, and the Village shall have no obligation at all to provide any such prior notice in the event of what the Village reasonably believes to be a need for the Village to respond to an emergency situation.

6. GENDER: Wherever appropriate in this Agreement, words importing the masculine gender include the feminine and/or neuter, words importing the feminine gender include the masculine and/or neuter, words importing the neuter include the masculine and/or feminine, words importing the singular number include the plural, and words importing the plural number include the singular.

7. AMENDMENTS: This Agreement may be amended only in writing by an instrument executed and acknowledged by all of the signatories hereto, or their successor(s) and/or assign(s).

8. GOVERNING LAW: This Agreement shall be construed and enforced pursuant to the laws of the State of Illinois.

9. This Agreement shall only become effective when (i) a fully-executed original has been recorded by the Village with the Lake County Clerk Recording Division, and (ii) a recorded copy has been provided to the Village Clerk. The Village will provide a recorded copy of this Agreement to the Licensee at the address captioned on Page 1 of this Agreement

10. COUNTERPARTS: This Agreement may be executed by each of the parties hereto in separate counterparts, and when affixed together after such separate execution, such counterparts shall have the same force and effect as if all the parties had executed it as a single document.

IN WITNESS WHEREOF, the undersigned, as a duly-authorized representative of the Licensee, and the Village, as the Licensor, represent each to the other that each is duly authorized to respectively execute this Agreement on behalf of the Licensee and the Licensor on the date first shown above:

LICENSEE: CALLAS FAMILY PARTNERS

By: _____

Its G.P. and authorized agent

[Print Name] WILLIAM NAZHA

ATTEST or WITNESSED

By: Roman Tsvetchak

Its Lessor

LICENSOR: VILLAGE OF BARRINGTON

By: _____
Michael D. Moran, Village President

ATTEST:

_____
James P. Dillion, Its Village Clerk

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

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, GREG GUTH, a Notary Public in and for said County, in the State aforesaid, do hereby certify that WILLIAM NAZHA., and _____, who identified himself/herself as an authorized representative of the Callas Family Partners, who are personally known to me to be the Owners of 505 West Northwest Highway, Barrington, IL are the same persons whose names are subscribed to the foregoing instrument, 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 Callas Family Partners for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8 day of JULY, 2026.

Notary Public

My commission expires: 1/24/2028

OFFICIAL SEAL
GREGORY G GUTH
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 985999
MY COMMISSION EXPIRES JANUARY 24, 2028

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

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, Jillian Chojnowski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MICHAEL D. MORAN, the Village President of the Village of Barrington and JAMES P. DILLON, the Village Clerk of the Village of Barrington, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and as such Village Clerk, 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 the Village of Barrington, for the uses and purposes therein set forth; and the said Village Clerk then and there acknowledged that he, as custodian of the corporate seal of the Village of Barrington caused the corporate seal of the Village of Barrington to be affixed to said instrument as his own free and voluntary act and as the free and voluntary act of the Village of Barrington for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16 day of July, 2026.

Jillian K. Chojnowski
Notary Public

My commission expires: October 1, 2028

Official Seal
JILLIAN K CHOJNOWSKI
Notary Public, State of Illinois
Commission No. 997845
My Commission Expires October 1, 2028

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY
ADDRESS: 505 WEST NORTHWEST HIGHWAY, BARRINGTON, ILLINOIS

LOTS 6, 7, 8, 9. 10, 11, 12, 13, 14 AND 15 IN BLOCK 1 IN "THE KAINER BLOCK", BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 43 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1925, IN BOOK O OF PLAT ON PAGE 65 AS DOCUMENT 265990, IN LAKE COUNTY, ILLINOIS.

P.I.N. 13-35-402-007, 13-35-402-006, 13-35-402-005, 13-35-402-008