ORDINANCE NO. 2025- 4570

ORDINANCE APPROVING AND AUTHORIZING THE RENEWAL AND EXECUTION OF A CERTAIN OFFICE LEASE BETWEEN THE VILLAGE OF BARRINGTON (AS LESSOR) AND A LONG SWIM (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, A Long Swim, an Illinois not-for-profit corporation ("Lessee"), desires to lease from the Village certain office space in Barrington's White House, and the Village desires to lease such office space to Lessee, all pursuant to the terms and conditions set forth in that certain Office Lease therefor, a copy of which 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 2025 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 2025 Office Lease to A Long Swim, an Illinois not-for-profit corporation ("Lessee") of certain designated office space within Barrington's White House (Suite 202) for a term of twenty (20) months beginning December 1, 2025 and ending August 31, 2027 (the "2025 Office Lease"), Lease also provides to the Lessee an option to continue to lease and occupy the Leased Premises for an additional two (2) year period commencing September 1, 2027 and expiring August 31, 2029, which lease extension shall hereafter require approval by Ordinance of the Corporate Authorities of the Village, all pursuant to the terms and conditions of the 2025 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 2025 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 2025 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 2025 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 24 DAY OF NOVEMBER, 2025, BY THREE-FOURTHS (AT LEAST 6 VOTES) OF THE CORPORATE AUTHORITIES OF THE VILLAGE THEN HOLDING OFFICE BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lohmeyer, Sholeen, Wondrasek, Duncan, Prigge, Klaver and President Moran

NAYS: NONE

ABSENT: NONE

ABSTAIN: NONE

RECUSE: NONE

APPROVED THIS 24 OF NOVEMBER, 2025

Mike Moran, Village President

ATTESTED AND FILED THIS
24 DAY OF NOVEMBER, 2025

Jim Dillon, Village Clerk
(SEAL)

Village of Barrington
CORPORATE
SEAL
Cook & Lake Counties, IL

EXHIBIT A

2025 OFFICE LEASE
Barrington's White House

RE: A Long Swim

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 24th day of November, 2025, between the Lessor, VILLAGE OF BARRINGTON, Illinois, an Illinois municipal corporation ("Lessor"), and the Lessee, A Long Swim, 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. 2025-____, which was passed by the Corporate Authorities of the Lessor on 11/24, 2025:

WITNESSETH:

WHEREAS, Lessor desires to lease the Leased Premises as described herein to Lessee, and Lessee desires to lease the Leased Premises from Lessee, and in consideration of the mutual covenants and agreements herein stated, the parties hereto agree as follows:

WHEREAS, Lessee desires to and does hereby agree to lease and occupy the Leased Premises as described herein for a twenty month lease 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 twenty month lease 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 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 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 2015 Pepper Environmental report, 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.

(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) Use of Barrington's White House rooms 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 desired room 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:

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 twenty (20) months commencing on December 1, 2025 and terminating on August 31, 2027.

The Lessee shall have the option, at Lessee's written election, to renew this Lease for a period of one (1) additional two-year term at the monthly rental rates listed in Paragraph 3(C) and (D) below.

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:

TWO-YEAR TERM		
	Term	Base Monthly Rental Amount for Leased Premises
A.	December 1, 2025 through August 31, 2026 ($4,115.28 annually)	$342.94 per month
B.	September 1, 2026 through August 31, 2027 ($4,238.76 annually)	$353.23 per month

TWO-YEAR OPTIONAL LEASE EXTENSION		
	Term	Base Monthly Rental Amount for Leased Premises
C.	September 1, 2027 through August 31, 2028 ($4,365.96 annually)	$363.83 per month
D.	September 1, 2028 through August 31, 2029 ($4,496.88annually)	$374.74 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 three percent (3%) 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 1st through May 31st), 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 1st), 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:
A Long Swim
a not-for-profit corporation

By: _____
Its Douglas McConnell CEO

ATTEST:

By: _____
Its Secretary

[S E A L]

LESSOR:
VILLAGE OF BARRINGTON, an
Illinois municipal corporation

By: _____
Mike Moran, Village President

ATTEST:

By: _____
Jim Dillon, Village Clerk

[S E A L]

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

EXHIBIT A

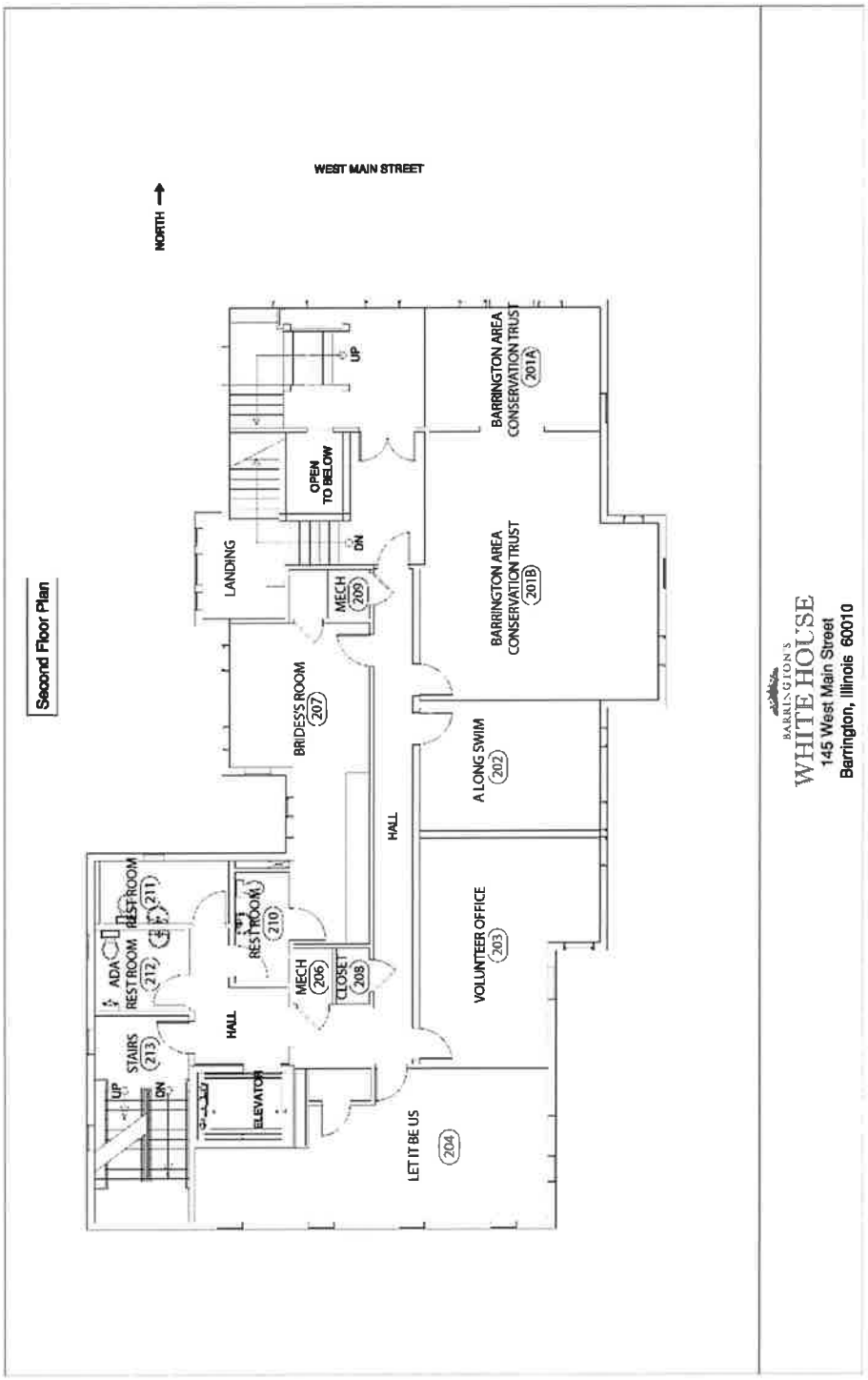
LEGAL DESCRIPTION

(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



(11/1/25)

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]:

Additional Cost Per Month

(1) Wi-Fi SERVICE*: 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 monthly cost as set forth below, 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.

☐ Accepted by Lessee [Initials: _____]
☒ Declined by Lessee [Initials: DPW]
☐ Approved by Lessor [Initials: _____]
☐ Acknowledged by Lessor [Initials: _____]

$_____*

MONTHLY RENTAL FEE FOR WiFi SERVICE*	
INITIAL TWO-YEAR LEASE TERM:	
Lease Year 1 (12/01/25 through 08/31/26)	$45.79 per month
Lease Year 2 (09/01/26 through 08/31/27)	$47.16 per month

OPTIONAL TWO-YEAR EXTENSION (at Lessee's option)	
Lease Year 3 (09/01/27 through 08/31/28)	$48.57 per month
Lease Year 4 (09/01/28 through 08/31/29)	$50.03 per month

	Initial Two-Year Term		Extended Two-Year Term	
	YEAR 1* (12/01/25-8/31/26)	YEAR 2* (9/01/26-8/31/27)	YEAR 3* (9/01/27-8/31/28)	YEAR 4* (9/01/28-8/31/29)
*TOTAL PER MONTH FOR ALL ADDITIONAL OPTIONAL SERVICES SELECTED:	$45.78	$47.16	$48.57	$50.03
TOTAL PAYMENT DUE PER MONTH, INCLUDING BASE MONTHLY RENTAL PAYMENT:	$388.72	$400.39	$412.40	$424.77

*The additional monthly rental fees for these optional services shall each increase by three percent (3%) 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: A LONG SWIM
ACCEPTED AND AGREED TO BY LESSEE
THIS ____ DAY OF _____, 20___

By: _____
Its Authorized Agent

LESSOR: VILLAGE OF BARRINGTON

APPROVED THIS 24 DAY OF November 2025

By: _____
Its Authorized Agent

(11/1/25)