

# UNOFFICIAL COPY



LICENSE AGREEMENT TO INSTALL AND  
MAINTAIN PRIVATE IMPROVEMENTS IN A VILLAGE  
RIGHT-OF-WAY AND RELATED COVENANTS  
AT 118 WOOL STREET, BARRINGTON, IL

Doc# 1920049056 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/19/2019 10:03 AM PG: 1 OF 13

THIS LICENSE AGREEMENT AND DECLARATION OF COVENANTS (hereinafter, "this Agreement"), is hereby made this 9<sup>TH</sup> day of JULY, 2019, by and among the VILLAGE OF BARRINGTON, Cook and Lake Counties, Illinois, an Illinois municipal corporation ("the Village"), as the owner of Klingenberg Drive, a public Village right-of-way and Wool Street Property, LLC, as the owner of 118 Wool Street, Barrington, IL, and Wool and Klingenberg, Inc. as the proposed operator and tenant of the Moretti's Ristorante and Pizzeria of Barrington (collectively, the "Licensees"), all collectively, "the Parties":

## WITNESSETH:

WHEREAS, the Village is the owner of that certain Village right-of-way for Klingenberg Drive which is located along and adjacent to the property at 118 Wool Street (the "Subject Village Right-of-Way"); and

WHEREAS, Wool Street Property, LLC, an Illinois limited liability company, is the owner and the developer of two (2) contiguous properties previously known as 118 Wool Street and 128 Wool Street, Barrington, Illinois, and now collectively known as 118 Wool Street, which are legally described on Exhibit A attached hereto and thereby made a part hereof (hereinafter collectively referred to as the "Property"), and Wool and Klingenberg, Inc., an Illinois corporation, is the proposed operator and tenant of a restaurant and bar proposed to be established on the Property, which will do business under the assumed name of "Moretti's Ristorante & Pizzeria of Barrington" (sometimes referred to herein as "Moretti's of Barrington"), and the Licensees have 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 for Klingenberg Drive adjacent to 118 Wool Street; and

WHEREAS, the Licensees wish 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 Licensees and consist of permeable pavers, a barrier fence, tables, chairs, street lights and related electrical improvements, railings, steps, and a retaining wall and other related improvements (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 Licensees have requested the Village's written permission and approval of the proposed encroachments to allow the installation of the aforesaid Private Improvements; and

-----  
This document prepared by, and  
after recording, please return to:

05/10/19

Mr. James P. Bateman  
Bateman Law Offices, Ltd.  
800 Hart Road, Suite 311  
Barrington, IL 60010

# UNOFFICIAL COPY

WHEREAS, the Village desires to approve the requests of the Licensees 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:

NOW, THEREFORE, in consideration for the Village granting this license to the Licensees for the installation of the above-described Private Improvements within the Subject Village Right-of-Way, and in consideration of the mutual promises of the parties hereto made each to the other and other good and valuable consideration, the Village and the Licensees hereby agree as follows:

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, in or to any portion of, or interest or estate in, the Property. Each of the Licensees and their respective successors and assigns, as the respective owner(s) and tenant(s) of the Property, and all subsequent owners of the Property, by acceptance of a deed or a lease or sublease to 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 may be recorded by the Village against, and deemed as covenants, conditions, restrictions, easements, and revocable license running with and binding upon, the Property and the title thereof, as well as any leasehold improvements located thereon.
3. INSTALLATION; MAINTENANCE; COMPLIANCE WITH ALL LAWS. The Licensees warrant to the Village and agree that Private Improvements which are the subject of this Agreement shall be owned by the Licensees 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 Certificates of Approval issued by the Village's Architectural Review Commission and with those plans therefor which have been approved by and are on file with the Village and shall be maintained in good condition in full compliance with the terms and conditions of this Agreement, the Amended and Restated Special Use Ordinance approved by the Village, and the applicable provisions of the Barrington Village Code and Barrington Zoning Ordinance. The Licensees and their respective 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 Licensees and/or their respective successors and assigns, and should the Licensees and/or their respective 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 Licensees and/or their respective successors and assigns, and if the Licensees, and/or their respective 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 Licensees, and/or their respective successors and/or assigns, to collect said costs, as well as reasonable attorneys' fees and other reasonable costs of collection.

# UNOFFICIAL COPY

4. LICENSE GRANTED. The Village hereby grants a revocable, temporary and limited license to the Licensees, and their respective successors and assigns, until this license herein granted is revoked and/or terminated 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 Licensees, and their respective 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 Licensees authorizing the Licensees' installation and maintenance of the subject Private Improvements on the Subject Village Right-of-Way is specific only to the Licensees, and not to their respective successors and/or assigns, as the license herein granted and the subject Private Improvements relate to and are consistent with the restaurant use previously authorized for the Property by an Amended and Restated Special Use Ordinance approved by the Village. 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 Licensees and, in addition, the Licensees and their respective successors and/or assigns shall, in such event, also be jointly and severally obligated to immediately remove the Private Improvements if directed to do so by the Village Manager of the Village, or his designee. Any successor(s) and/or assign(s) of the Licensees may apply to the Village for approval of a transfer of the license herein granted, which request shall be considered by the Corporate Authorities of the Village and may be granted at the sole discretion of the Corporate Authorities of the Village after the required public hearing(s) thereon.
  - B. The Licensees, each for themselves individually and for their respective officer(s), manager(s), partner(s), administrators, successors and/or assigns, hereby agree to and do hold harmless and indemnify the Village, its elected 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 paragraph shall survive any expiration and/or termination of this Agreement, regardless of cause.
  - C. The Licensees, each for themselves individually and for their respective successors and/or assigns hereby agree to and do hereby release the Village, its elected 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 Licensees on, upon, over, and/or within the Subject Village Right-of-Way.
  - D. The Licensees, each for themselves individually and for their respective officer(s), manager(s), partner(s), administrators, successors and/or assigns, agree 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 Licensees and their respective 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

# UNOFFICIAL COPY

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 Tenant and the Subtenant.

- E. The Licensees, each for themselves individually and for their respective 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 either of the Licensees or to their respective 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 Licensees, and/or their respective 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 Licensees and their respective successors and/or assigns, at their sole cost and expense.
- G. If the Licensees, and/or their respective, 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 Licensees, and their respective 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 Licensees, and their respective successors, and/or assigns, and of the then owner(s) of the Property, and their respective successors and assigns.
- I. The grant of the license as herein provided shall be subject to timely and continued compliance by the Licensees, and their respective successors, and assigns, with this Agreement and all applicable provisions of the Barrington Village Code and Barrington Zoning Ordinance, the Amended and Restated Special Use for a Planned Development granted by the Village for the Property, and as such Amended and Restated Special Use may be amended from time to time, including but not limited to those provisions of the Barrington Village Code relative to securing and maintaining a current and valid Outdoor Café License issued by the Village.
- J. In consideration of the approval by the Village Forester of the Licensee's removal of any existing tree(s) in, on, or adjacent to the Subject Village Right of Way, the Licensees shall plant to the West of the dumpster area on the Property three (3) trees of at least 4" d.b.h. caliber of a species approved by the Village Forester, which trees shall have a one (1) year guarantee on plant material and labor, and those trees shall be maintained by the Licensees and their respective successors and/or assigns at their sole expense while this License Agreement or any extension(s) thereof are in effect.

# UNOFFICIAL COPY

## K. 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 Licensees and any contractor(s) or subcontractor(s) of Licensees shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements neither the Licensees nor their contractor(s) and subcontractor(s) shall start the Work until certificates of insurance for all insurance required under this Paragraph K, 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 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) Licensees 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 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 Licensees, including work by Licensees' contractor(s) and subcontractor(s) on the Subject Village Right-of-Way; operations of the Licensees or their contractor(s) or subcontractor(s) on the Subject Village Right-of-Way; premises owned, leased or used by the Licensees or their contractor(s) or subcontractor(s), or automobiles owned, leased, hired or borrowed by the Licensees or their 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 officers, officials, employees, agents and/or volunteers.
  - (iii) The insurance coverage of Licensees shall be primary and non-contributory as respects the Village of Barrington and its 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 Licensees' insurance and shall not contribute with it.

# UNOFFICIAL COPY

- (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 officers, officials, employees, agents and/or its volunteers.
- (v) The insurance of Licensees shall contain a Severability of Interests/Cross-Liability clause or language stating that Licensees' 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 Licensees shall be required to name the "Village of Barrington, and its 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 Licensees and all 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 officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.
- (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) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Barrington, its officers, officials, employees, agents and volunteers" for losses arising from work performed by or on behalf of Licensees or by contractors or subcontractors of Licensees for the Village.
- (d) 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, other than Worker's Compensation and Professional Liability.
- (e) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Barrington.
- (f) 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 Licensees or any contractor(s) or subcontractor(s) to start

# UNOFFICIAL COPY

- before receipt of 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, Licensees shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- (g) 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.
- (h) Verification of Coverage: Licensees and their contractor(s) and subcontractor(s) shall furnish the Village of Barrington with certificates of insurance naming the "Village of Barrington, its 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.
- If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- (i) Contractors and Subcontractors: Licensees shall include all 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.
- (j) Assumption of Liability: Licensees assume liability for all injury to or death of any person or persons including employees of the Licensees and of any contractor(s) or subcontractor(s) of Licensees, any supplier or any other person and assumes 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.
- (k) 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.
- (l) Liability of Licensees and their 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 Licensees or the liability of any contractor or subcontractor of Licensees, or of their respective 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 Licensees, or any contractor(s) or subcontractor(s) thereof, but are merely required minimums. Such insurance coverage shall not, in any way,

# UNOFFICIAL COPY

limit the Licensees' 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.

(m) Notice of Bodily Injury or Property Damage: The Licensees 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.

(n) Updated Proof Required: The Licensees agree that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.

L. The Licensees 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 the obligations under Section 4.B above, the obligations of the Licensees hereunder shall terminate and be of no further force or effect, with the exception that upon any removal of the Private Improvements, the Licensees shall be jointly and severally 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 Licensees, and their respective officer(s), manager(s), partner(s), administrators, 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 Licensees in complying with the provisions of this Agreement. While the Village will endeavor to give the Licensees 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.



# UNOFFICIAL COPY

9. 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 Tenant, Subtenant and the Village represent each to the other that each is duly authorized to execute this Agreement on the date first shown above:

LICENSEES:

VILLAGE OF BARRINGTON

Wool Street Property, LLC,  
as the owner of 128 Wool Street, Barrington, IL

By: *Mark Hoffmann*  
Its MANAGER and authorized agent

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

ATTEST:

ATTEST:

By: *Gregory*  
Its \_\_\_\_\_

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

Wool and Klingenberg, Inc.,  
Operator of the restaurant on the Property

By: *Gregory*  
Its PRESIDENT and authorized agent

ATTEST:

By: *Mark Hoffmann*  
Its SECRETARY

# UNOFFICIAL COPY

9. 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 Tenant, Subtenant and the Village represent each to the other that each is duly authorized to execute this Agreement on the date first shown above:

LICENSEES:

VILLAGE OF BARRINGTON

Wool Street Property, LLC,  
as the owner of 118 Wool-Street, Barrington, IL

By: \_\_\_\_\_  
Its \_\_\_\_\_ and authorized agent.

By: Karen Y. Darch  
Karen Y. Darch, Village President

ATTEST:

ATTEST: Tony Ciganek  
Tony Ciganek, Its Village Clerk

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

Wool and Klingenberg, Inc.,  
Operator of the restaurant on the Property

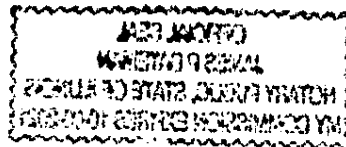
By: \_\_\_\_\_  
Its \_\_\_\_\_ and authorized agent.



ATTEST:

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

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

\*\*\*\*\*

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, who are personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of Wool Street Property, LLC 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 Wool Street Property, LLC for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

\*\*\*\*\*

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, who are personally known to me to be the \_\_\_\_\_ and \_\_\_\_\_ of Wool and Klingenberg, Inc. 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 Wool and Klingenberg, Inc. for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

\*\*\*\*\*

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF LAKE )

I, JAMES P. BATEMAN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KAREN Y. DARCH, the Village President of the Village of Barrington and TONY CIGANEK, 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 9TH day of JULY, 2019.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



*[Handwritten Signature]*

# UNOFFICIAL COPY

## EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY  
ADDRESS: 118 WOOL STREET, BARRINGTON, IL

LOTS 8 AND 9 IN LAGESCHULTE'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1916 AS DOCUMENT 5461938, IN COOK COUNTY, ILLINOIS.

P.I.N.S 01-01-201-003-0000 AND 01-01-201-004-0000

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

\*\*\*\*\*

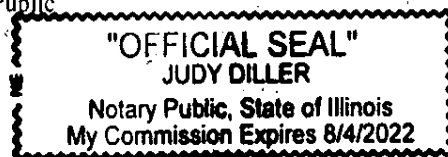
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, JUDY DILLER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that FRED HOFFMANN and MARIE HOFFMANN, who are personally known to me to be the MANAGER and SECRETARY of Wool Street Property, LLC 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 Wool Street Property, LLC for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8 day of July, 2019.

Judy Diller  
Notary Public

My commission expires: 8/4/2022



\*\*\*\*\*

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, JUDY DILLER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that FRED HOFFMANN and MARIE HOFFMANN, who are personally known to me to be the PRESIDENT and SECRETARY of Wool and Klingenberg, Inc. 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 Wool and Klingenberg, Inc. for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Judy Diller  
Notary Public

My commission expires: 8/4/2022



\*\*\*\*\*

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

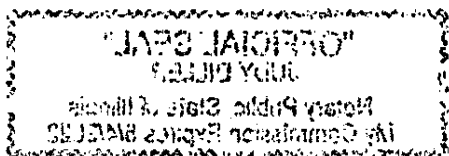
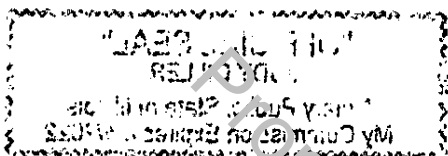
I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that KAREN Y. DARCH, the Village President of the Village of Barrington and TONY CIGANEK, the Village Clerk of the Village of Barrington, who are personally known to me to be the same persons whose names 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

# UNOFFICIAL COPY



Property of Cook County Clerk's Office