

**VILLAGE OF LONG GROVE**

**ORDINANCE NO. 2020-O-\_\_**

**AN ORDINANCE ADOPTING THE TAX LEVY FOR  
THE VILLAGE OF LONG GROVE DOWNTOWN SPECIAL SERVICE AREA (SSA #3)**

Adopted by the  
President and Board of Trustees  
of the Village of Long Grove  
this \_\_\_\_ day of November, 2020

Published in pamphlet form by direction  
and authority of the Village of Long Grove,  
Lake County, Illinois  
this \_\_\_\_ day of November, 2020

VILLAGE OF LONG GROVE

ORDINANCE NO. 2020-O-\_\_

**AN ORDINANCE ADOPTING THE TAX LEVY FOR  
THE VILLAGE OF LONG GROVE DOWNTOWN SPECIAL SERVICE AREA (SSA #3)**

**WHEREAS**, on November 22, 2005, pursuant to Ordinance No. 2005-O-35 (the "***Establishing Ordinance***"), the Village of Long Grove (the "***Village***") established the Village of Long Grove Downtown Special Service Area ("***Downtown SSA***"); and

**WHEREAS**, the Establishing Ordinance authorizes the Village to levy and extend taxes upon real property in the Downtown SSA on an annual basis and pursuant to a Special Tax Roll; and

**WHEREAS**, on November 13, 2018, the President and Board of Trustees of the Village (the "***Village Board***") adopted Ordinance No. 2018-O-31 (the "***Amending Ordinance***"), which Amending Ordinance refined the allocation methodology for the Special Tax Roll for the Downtown SSA; and

**WHEREAS**, pursuant to the Amending Ordinance, SSA Taxes are to be allocated among the taxable parcels within the Downtown SSA (other than parcels used for detached single family dwellings) based on the ground floor square footage of the improvements located on each taxable parcel therein; and

**WHEREAS**, consistent with the terms of Establishing Ordinance and the Amending Ordinance (collectively, the "***Amended Establishing Ordinance***"), the Village Board has determined that it is necessary, appropriate, and in the best interests of the Village and its residents to levy and extend taxes upon real property in the Downtown SSA, as set forth in this Ordinance; and

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Long Grove, County of Lake, State of Illinois, as follows:

**SECTION ONE:**     **Recitals.**     The foregoing recitals are incorporated into this Ordinance as findings of the President and Board of Trustees.

**SECTION TWO:**     **Tax Levy.** Pursuant to Amended Establishing Ordinance, the Village of Long Grove hereby levies \$165,105.91 in taxes for the fiscal year beginning May 1, 2020 and ending April 30, 2021, against the real property within the Downtown SSA in accordance with the chart attached to this Ordinance as Exhibit A (which chart replicates the 2019 Special Tax Roll).

**SECTION THREE:**   **Filing.** The Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the Lake County Clerk on or before December 22, 2020.

**SECTION FOUR:**   **Effective Date.** This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this \_\_\_\_ day of November, 2020.

AYES:           ( )

NAYS:           ( )

ABSENT:         ( )

APPROVED this \_\_\_\_ day of November, 2020.

\_\_\_\_\_  
Bill Jacob, Village President

ATTEST:

\_\_\_\_\_  
Amy Gayton, Village Clerk

**EXHIBIT A**  
**Special Service Area #3 Tax Levy 2020**

Historic Downtown Long Grove Business Association  
Special Service Area (SSA) 2019 Tax Levy

PIN of Parcel

15-30-105-003	\$1,526.04
15-30-105-004	\$2,072.40
15-30-105-005	\$2,515.14
15-30-105-006	\$5,936.17
15-30-105-007	\$3,915.58
15-30-105-008	\$5,903.20
15-30-100-035	\$9,701.03
15-30-100-028	\$4,706.86
15-30-106-014	\$7,735.39
15-30-106-013	\$0.00
15-30-106-015	\$8,242.50
15-30-106-017	\$2,008.03
15-30-106-018	\$1,898.13
15-30-100-019	\$4,151.08
15-30-100-018	\$12,158.08
Same	\$0.00
Same	\$0.00
15-30-104-002	\$3,573.32
same	\$0.00
15-30-104-001	\$6,405.60
same	\$0.00
15-30-100-015	\$7,352.31
same	\$0.00
15-30-100-033	\$2,543.40
15-30-100-032	\$8,010.14
15-30-102-024	\$7,529.72
15-30-100-014	\$5,608.04
15-30-102-022	\$6,510.79
Same	\$0.00
15-30-102-021	\$3,727.18
same	\$0.00
15-30-100-010	\$5,939.31
15-30-100-011	\$2,811.87
15-30-100-012	\$7,700.85
15-30-100-013	\$6,732.16
Same	\$0.00
15-30-103-002	\$4,138.52
15-30-103-001	\$6,140.27
15-30-100-017	\$7,912.80
	<b>\$165,105.91</b>

**VILLAGE OF LONG GROVE**

**RESOLUTION NO. 2020-R-02**

**A RESOLUTION APPROVING A DOWNTOWN LONG GROVE  
SPECIAL SERVICE AREA IMPLEMENTATION AGREEMENT FOR SERVICES  
RELATING TO ECONOMIC DEVELOPMENT AND THE PROMOTION OF TOURISM**

**WHEREAS**, pursuant to Ordinance No. 2005-O-35 as has been amended from time to time (the "**SSA Ordinance**"), the Village of Long Grove ("**Village**") established a special service area (the "**SSA**") encompassing properties within the Village's downtown business area (the "**SSA Territory**"); and

**WHEREAS**, the purposes for which the SSA was established include: providing certain marketing, advertisement, and promotional activities to attract businesses and consumers to the SSA Territory; developing and promoting economic development activities; and providing certain supplemental public services to the SSA Territory; and

**WHEREAS**, the SSA Ordinance authorizes the Village to levy, on an annual basis for a period of 50 years, a special service area tax ("**SSA Taxes**") upon real property within the SSA Territory for the purpose of financing certain municipal services in the nature of economic development and the promotion of tourism within the SSA Territory; and

**WHEREAS**, The Historic Downtown Long Grove Business Association ("**HDLGBA**") is an Illinois not-for-profit corporation organized for the purposes of promoting business and assisting merchants and owners of property in the downtown business area of Long Grove, and the HDLGBA undertakes and provides various services in the nature of economic development and the promotion of tourism within the SSA Territory; and

**WHEREAS**, to avoid duplication of efforts and efficiently effect the goals and purposes set forth in the SSA Ordinance, the Village and HDLGBA desire to enter into a “Downtown Long Grove Special Service Area Implementation Agreement for Services Relating to Economic Development and the Promotion of Tourism,” in substantially the form attached to this Resolution as Exhibit A (the “**Agreement**”) to provide for the use of SSA Tax revenues to fund HDLGBA’s performance of certain services relating to economic development and the promotion of tourism within the SSA Territory; and

**WHEREAS**, the President and Board of Trustees have determined that it is in the best interests of the Village and its residents to enter into the Agreement, subject to the terms of this Resolution;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS**, as follows:

**SECTION ONE. Recitals.** The foregoing recitals are incorporated herein as the findings of the Board of Trustees.

**SECTION TWO. Approval of Agreement; Authorization.** The Village of Long Grove hereby approves the Agreement in substantially the form attached hereto as Exhibit A and in a final form approved by the Village Manager in consultation with the Village Attorney. The Village President and Village Clerk are authorized to execute and attest the Agreement on behalf of the Village; provided, however, that the Village President and Village Clerk shall not execute and attest the Agreement unless and until HDLGBA delivers to the Village two executed originals of the Agreement in its approved final form.

**SECTION THREE. Effective Date.** This Resolution shall be in effect from and after its passage and approval in the manner provided by law.

PASSED this 21<sup>st</sup> day of January, 2020.

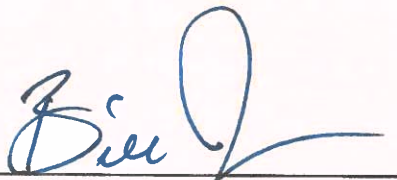
AYES: (4) Trustees: Borawski, Michaud, O'Connor and O'Reilly.

NAYS: (0) None.

ABSENT: (1) Trustee Nora.

ABSTAIN: (1) Trustee Kritzmire.

APPROVED this 21<sup>st</sup> day of January, 2020.



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Bill Jacob, Village President

ATTEST:



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Amy Gayton, Village Clerk

**EXHIBIT A**

**Agreement**



**DOWNTOWN LONG GROVE SPECIAL SERVICE AREA  
IMPLEMENTATION AGREEMENT FOR SERVICES RELATING TO ECONOMIC  
DEVELOPMENT AND THE PROMOTION OF TOURISM**

This AGREEMENT ("**Agreement**") is dated as of the 21<sup>st</sup> day of January, 2019, and is by and between HISTORIC DOWNTOWN LONG GROVE BUSINESS ASSOCIATION, an Illinois not-for-profit corporation ("**HDLGBA**"), and the VILLAGE OF LONG GROVE, an Illinois municipal corporation ("**Village**").

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's statutory powers, the parties agree as follows:

**SECTION 1. RECITALS.**

- A. The HDLGBA represents that it is an Illinois not-for-profit corporation organized for the purposes of promoting business and assisting merchants and owners of property in the downtown business area of Long Grove.
- B. On November 22, 2005, the Village adopted Ordinance No. 2005-O-35 establishing a special service area encompassing property in the downtown business area ("**Original SSA Ordinance**"), which property is described and depicted in Exhibits A and B, respectively, of this Agreement ("**SSA Territory**"). On November 13, 2018, the Village adopted Ordinance No. 2018-O-31 amending Ordinance No. 2005-O-35 and ratifying the methodology for calculating the Special Tax Roll for the SSA (the "**SSA Amendment**") (collectively, the Original SSA Ordinance and SSA Amendment shall hereinafter be referred to as the "**SSA Ordinance**").
- C. The SSA Ordinance authorizes the Village to levy, on an annual basis for a period of 50 years, a special service area tax ("**SSA Taxes**") upon real property within the SSA Territory for the purpose of financing certain municipal services in the nature of economic development and the promotion of tourism within the SSA Territory.
- D. The SSA has been established in order to provide certain marketing, advertisement, promotional activities in order to attract businesses and consumers to the SSA Territory, and to develop and promote economic development activities, and also to provide certain public services which supplement services that are currently or customarily provided by the Village to the SSA Territory.
- E. The HDLGBA separately undertakes and provides various services in the nature of economic development and the promotion of tourism within the SSA Territory.
- F. To enhance the efficiency of effecting the goals and purposes set forth in the SSA Ordinance, the Village had previously entered into an agreement with a predecessor entity of HDLGBA to undertake economic development and promotion of tourism activities within and for the SSA Territory (the "**Prior SSA Agreement**").
- G. To avoid duplication of efforts and to enhance the efficiency of effecting the goals and purposes set forth in the SSA Ordinance, the Village desires to recast the Prior SSA Agreement by granting to the HDLGBA funds in furtherance of HDLGBA's ongoing economic development and promotion of tourism activities within and for the SSA Territory, subject to the terms of this Agreement ("**Funding**").

- H. The Parties desires to set forth the terms and conditions for use and payment of the Funding to the HDLGBA and the HDLGBA's performance of the services relating to economic development and the promotion of tourism within the SSA Territory

## **SECTION 2. HDLGBA SERVICES.**

In consideration of the Funding, the HDLGBA agrees to perform certain services in furtherance of economic development and the promotion of tourism within the SSA Territory, including without limitation the following:

- A. **Promotional Services:** The HDLGBA shall provide such "Promotional Services" (as hereinafter defined) for the SSA Territory as the HDLGBA shall, from time to time, determine as beneficial for the SSA Territory, subject to the terms and procedures of this Agreement. The HDLGBA may also enter into contracts with third-party providers to perform Promotional Services for the SSA Territory. For purposes of this Agreement, "***Promotional Services***" shall include without limitation promoting, advertising, recruiting, and pursuing other activities on behalf of the SSA Territory for the purpose of attracting businesses and consumers to the SSA Territory, producing special events, and branding such events with banners and other advertising. Promotional Services may include without limitation marketing, and advertising the SSA Territory in print and electronic media, specific recruitment of new businesses, listing and hosting of events, and such other actions that in the judgment of the HDLGBA, will foster and promote the SSA Territory. All Promotional Services will be directed toward marketing the SSA Territory as a whole, and will not be used to exclusively advertise any particular business or property owner within the SSA Territory.
- B. **Economic Development Services:** HDLGBA may propose, as part of its annual budget, to utilize the Funding for projects that are directed to specific businesses or properties for purposes of advancing discrete economic development projects. The Funding may only be used in furtherance of such economic development projects when expressly approved by the Village in HDLGBA's annual budget (the "***Economic Development Services***").
- C. **Administrative Services:** The HDLGBA will be responsible for the daily administrative activities relating to the Promotional Services or Economic Development Services within the SSA Territory (the "***Administrative Services***"). These services are to be provided by at least two full time employees or their equivalent and/or contract employees as determined by the HDLGBA.
- D. **Submittals:** As a condition of receiving the Funding for any year during the term of this Agreement, the HDLGBA shall:
1. Prepare and deliver to the Village for review and approval of the Village Board of Trustees (the "***Village Board***") an annual proposed budget for Funding during the next Fiscal Year of the Village (the "***Proposed Budget***"). The Proposed Budget shall set forth in reasonable detail the uses for which the Funding is expected to be used for the Fiscal Year, the full amount of the cost for the activities that the Funding will support [including with particularity the amount of Funding proposed for use in connection with Promotional Services, Economic Development Services, and Administrative Services], and a proposed annual tax roll for the SSA Taxes in conformity with the SSA Ordinance (the "***Annual Tax Roll***"). The Funding in the Proposed Budget is generally anticipated to equal the amount of the SSA Taxes, but the HDLGBA may request additional sums from the Village as part of the Funding; similarly, the Village may determine that certain activities in furtherance of the purposes of the SSA Ordinance may be undertaken under the direct auspices of the Village, in which case the Funding may be less than the SSA Taxes. The Proposed Budget shall be delivered to the Village Manager by October 31st of each year. Upon review of the Proposed Budget, the Village Board may approve the Proposed Budget with or without modifications no later than

the Village Board's second meeting in November. The HDLGBA shall indicate its acceptance in writing of any modifications, which acceptance shall be delivered to the Village before December 1<sup>st</sup> of each year. Upon acceptance of modifications to the Proposed Budget by the HDLGBA, the Village Board will approve the final annual budget (the "**Approved Budget**") prior to or contemporaneously with the Village adoption of a "**Downtown SSA Tax Levy Ordinance**," which will be based on the Annual Tax Roll (as may be finally established in connection with the Approved Budget).

2. Prepare and annually deliver a program report ("**Program Report**") to the Village, which shall be in addition to (or as part of) the Proposed Budget. The Program Report shall describe the HDLGBA's activities during the last completed Fiscal Year, including number of programs, attendance at such programs, and related financial and attendance data. The Program Report shall also include a certified annual audit of the HDLGBA's use of the Funding during most recently completed fiscal year. The Program Report shall set forth a comparison of the Approved Budget and the actual expenditures relating to the authorized uses of the Funding in the Proposed Budget. The HDLGBA may segregate elements of the Program Report that contain information that is proprietary in nature, which information if disclosed would cause competitive harm to the HDLGBA (the "**Proprietary Information**"). Any Proprietary Information shall be clearly designated upon delivery to the Village. The Village and the HDLGBA mutually acknowledge and agree that any Proprietary Information is exempt from disclosure under Section 7(1)(g) of the Freedom of Information Act, 5 ILCS 140/7(1)(g).
  3. Coordinate with the Village Manager for having HDLGBA representatives attend at least two Village Board meetings each year for purposes of reporting on HDLGBA's activities, and particularly the Promotional Services, Economic Development Services, and Administrative Services included in the Approved Budget.
- E. **Ancillary HDLGBA Services:** In addition to the Promotional Services, Economic Development Services, and Administrative Services, HDLGBA agrees to: (i) work cooperatively with the Village and other local partners on issues to improve the SSA Territory and further the objective of promoting downtown Long Grove as being vibrant, attractive, and fun to consumers, as well as an attractive and sound investment to potential businesses and investors; and (ii) assist the Village in communicating information to property owners and tenants regarding construction projects (collectively, the "**Ancillary Services**").

### **SECTION 3. HDLGBA RESPONSIBILITIES.**

- A. **HDLGBA Representative:** The HDLGBA shall designate an Executive Board member or such other person to act as its representative in connection with all its communications and dealings with the Village Manager and Village Board under this Agreement. The HDLGBA may appoint a different representative only with prior written notice to the Village Manager and the Village Board.
- B. **HDLGBA's Contractual Liability:** The HDLGBA shall be solely responsible for the cost of the Promotional Services, Economic Development Services, Administrative Services, and Ancillary Services (collectively, the "**Services**"), and HDLGBA shall not enter into any contract or incur any other type of obligation relating to the Services in the name of the Village. To the extent that any activities undertaken by HDLGBA relating to the Services exceed the Funding or amounts in the Approved Budget, HDLGBA shall have no recourse against the Village or any of its officers, officials, employees, agents, attorneys, or representatives (the "**Village Representatives**").
- C. **HDLGBA's Liability Insurance:** The HDLGBA shall obtain and maintain general liability insurance in such coverages and amounts as set forth in Exhibit C (the "**Required Insurance**") and in a commercially reasonable form approved by the Village Manager or his/her designee.



In connection with providing Services, if any, to the SSA Territory. Such Required Insurance shall name the Village and Village Representatives as additional insureds. To the extent practicable, the HDLGBA will require providers of any of the Services (or portions thereof) to procure and maintain insurance comparable to the Required Insurance designating the HDLGBA, the Village, and Village Representatives additional insureds. The HDLGBA shall provide to the Village Manager certificates of insurance demonstrating compliance with the terms of this Section 3.C. Nothing in this provision shall be deemed a limitation on the Village's permitting or other regulatory authority.

- D. Procurement: Unless expressly authorized by Resolution of the Village Board, the HDLGBA shall not use the Funding to procure any goods or services from, or otherwise enter into any contract that would directly benefit: (i) any elected officer or official of the Village, or (ii) any employee of the Village.
- E. Inspection of Accounts: The HDLGBA shall keep accurate accounts of all its activities and of all its receipts and expenditures in connection with the Funding and matters relating to this Agreement, and shall keep such accounts open for inspection by the Village Manager and Village Board at the offices of the HDLGBA during normal business hours.

#### **SECTION 4. VILLAGE RESPONSIBILITIES.**

- A. Village Supplemental Services: The HDLGBA may request, and the Village in its discretion may agree to provide, supplemental services to the SSA Territory ("**Village Services**"). The Village's provision of the Village Services shall be provided subject to the condition that the HDLGBA reimburses the Village. To the extent that the HDLGBA has not reimbursed the Village for any such Village Services, the amounts due and owing for Village Services may be deducted from the Funding otherwise authorized by the Approved Budget.
- B. Review of Proposed Budget and Adoption of Downtown SSA Tax Levy Ordinance. The Village Board covenants and agrees to consider in good faith the HDLGBA's Proposed Budget and Annual Tax Roll in the process of accepting an Approved Budget and adopting the Downtown SSA Tax Levy Ordinance. In no event, however, shall the Village Board be obligated to approve the Proposed Budget as presented by the HDLGBA nor accept the Annual Tax Roll presented by HDLGBA for incorporation in the Downtown SSA Tax Levy Ordinance. The Village Board covenants and agrees that in approving any Downtown SSA Tax Levy Ordinance, it will at all times comply with the requirements set forth in 65 ILCS 200/27-5 *et seq.*
- C. Delivery of Approved Budget and Downtown SSA Tax Levy Ordinance: Within five (5) business days after their adoption, the Village Manager shall deliver to HDLGBA a complete and accurate copy of the Approved Budget and the Downtown SSA Tax Levy Ordinance, as well as any other documents which the HDLGBA shall reasonably request as necessary to carry out its duties under this Agreement.
- D. Village's Limited Liability; Delivery of the Funding: The Village shall have no responsibility for any Services, and the Village shall only be responsible for delivering to the HDLGBA the Funding as approved by the Village Board. The Parties acknowledge and agree that the SSA Taxes will be delivered to the Village during the course of the year, and, subject to Section 4.A of this Agreement, the Village shall deliver the Funding to HDLGBA on a monthly basis only to the extent of the amount of the SSA Taxes received by the Village in the previous month (unless the Parties otherwise agree or the Funding is approved in an amount exceeding the anticipated SSA Taxes). In the event that the SSA Taxes actually received by the Village are less than the SSA Taxes anticipated as a result of the Downtown SSA Tax Levy Ordinance, the Village shall have no obligation to make up the difference to the HDLGBA, and the amount of Funding for that fiscal year shall be automatically reduced by the amount of the shortfall in SSA Taxes.

- E. **Village Representative**: The Village designates the Village Manager or the Manager's designee to act as its representative in connection with all its communications and dealings with the HDLGBA under this Agreement.

#### **SECTION 5. TERM.**

The initial term of this Agreement shall be until December 31, 2020, with such Agreement being renewable automatically unless either Party notifies the other of its intent to terminate this Agreement by December 15 of the expiring term. In no event shall this Agreement continue beyond the termination of the SSA Ordinance.

#### **SECTION 6. GENERAL PROVISIONS.**

- A. **Meetings**: The HDLGBA shall hold regular monthly meetings which shall be open to the public. Notice of said meetings shall be posted in a prominent location in the HDLGBA Visitors Center and shall be posted on the HDLGBA's website. The HDLGBA shall also notify the Village at least five business days before any meeting.
- B. **Force Majeure**: The HDLGBA shall not be in default under this Agreement to the extent that is prevented from or delayed in performance of its obligations under this Agreement by any event or condition beyond its reasonable control, including, but not limited to, strikes or other work stoppages, war, acts of civil or military authorities, earthquakes, tornados, and acts of the Village.
- C. **HDLGBA By-Laws**: The By-Laws of the HDLGBA are attached hereto and incorporated herein by reference. Said By-Laws may be reviewed and amended from time to time by the HDLGBA. Any such amendments of said By-laws shall be provided to the Village for information.
- D. **Binding Effect; Assignment**. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Notwithstanding the foregoing, the rights and benefits of the HDLGBA under this Agreement are personal to the HDLGBA and may not be assigned to any other party or entity without the express written consent of the Village.
- E. **Entire Agreement**. This Agreement, including all Exhibits attached hereto, constitutes the entire agreement between the parties with respect to the transactions contemplated by this Agreement, there is not another agreement between the parties except as herein specifically set forth, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, made by the HDLGBA and the Village or their respective employees or agents, respecting any aspects of the transitions contemplated by this Agreement are merged into the terms of this Agreement.
- F. **Applicable Law; Severability**. This Agreement shall be interpreted, applied and enforced in accordance with the laws of the State of Illinois. If any provision hereof is in conflict with any statute or rule of law of the State of Illinois, or is otherwise unenforceable, such provision shall be deemed null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from and shall not invalidate any other provision of this Agreement.
- G. **Time of Essence**. The time periods set forth in this Agreement are material to the satisfactory performance of the Agreement, and therefore time is of the essence. If the date for performance of the obligations of either the HDLGBA or the Village under this Agreement falls on a Saturday, Sunday, or legal holiday, the time for performance shall be extended to the next succeeding business day.

- H. Captions. The captions contained in this Agreement are for convenience of reference only, and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.
- I. Counterparts. For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts when taken together shall constitute but one and the same document which shall be sufficiently evidenced by any such executed counterpart.
- J. Interpretation. As used in this Agreement, the term "person" shall include HDLGBA or other organizations, partnerships, or other entities, or individuals, the singular shall include the plural, whenever appropriate, and all necessary grammatical changes required to make the provisions of this Agreement applicable as herein described shall in all cases be assumed as though in each case fully expressed.
- K. Third Parties. No claim as a third-party beneficiary under this Agreement by any person, firm, or entity shall be made or be valid against the Village or the HDLGBA.
- L. Exhibits. Exhibits A, B, and C are attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement.
- M. Approvals in Writing. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- N. Independence of Parties. The HDLGBA shall act as an independent contractor in providing and performing the Services. Nothing in, or done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and HDLGBA; (2) to create any relationship between the Village and any subcontractor of the HDLGBA; or (3) to create any relationship between the HDLGBA and any subcontractor of the Village.

## **SECTION 7. DEFAULT.**

In the event that either Party shall fail to perform satisfactorily or otherwise breach any of its obligations under the Agreement (a "***Non-Performing Party***"), the other Party (the "***Non-Breaching Party***") shall notify the Non-Performing Party of the nature of such breach, and the Non-Performing Party shall promptly undertake such actions as are necessary to cure such breach. In the event that a Non-Performing Party does not timely cure a breach (subject to any extension of time granted in writing by the Non-Breaching Party to the Non-Performing Party), the Non-Performing Party will be deemed a "***Default***" under this Agreement. In the event of a Default, the Non-Breaching Party may terminate this Agreement or take any other action in law or equity to effect performance of the performance of this Agreement. The election by a Non-Breaching Party to pursue a particular remedy shall be without prejudice to the Non-Breaching Party's right to pursue any other lawful remedy.

## **SECTION 8. NOTICE**

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c)

three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Long Grove  
3110 Old McHenry Road  
Long Grove, Illinois 60047  
Attention: Village President

and

Village of Long Grove  
3110 Old McHenry Road  
Long Grove, Illinois 60047  
Attention: Village Manager

With a copy to:

Victor Filippini  
Filippini Law Firm  
990 Grove Street  
Evanston, Illinois 60201  
Attention: Victor Filippini

Notices and communications to the HDLGBA shall be addressed to, and delivered at, the following address:

HDLGBA  
308 Old McHenry Rd  
Long Grove, IL 60047  
Attention: Board President

**[Signature pages to follow.]**

**IN WITNESS WHEREOF**, the parties hereto have caused their respective duly authorized representatives and officers to execute this Agreement.

**ATTEST:**

**VILLAGE OF LONG GROVE**, an Illinois municipal Corporation

*Amy Gayton*  
Village Clerk

By *Bill*  
Village President

**ATTEST:**

**HISTORIC DOWNTOWN LONG GROVE BUSINESS ASSOCIATION**, an Illinois not-for-profit Corporation

*[Signature]*  
Deputy Village Clerk

By *Michael Wang*  
Its: President



**EXHIBIT A****LEGAL DESCRIPTION OF SSA TERRITORY**

LOTS 4-9 IN WALTER F. GOSSWILLER'S SUBDIVISION OF A PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1924 AS DOCUMENT 250627, IN BOOK "N" OF PLATS, PAGE 64, IN LAKE COUNTY, ILLINOIS.

P.I.N. 15-30-105-006 (COMMONLY KNOWN AS 421 ROBERT PARKER COFFIN ROAD)  
 P.I.N. 15-30-105-005 (COMMONLY KNOWN AS 427 ROBERT PARKER COFFIN ROAD)  
 P.I.N. 15-30-105-004 (COMMONLY KNOWN AS 437 ROBERT PARKER COFFIN ROAD)  
 P.I.N. 15-30-105-003 (COMMONLY KNOWN AS 445 ROBERT PARKER COFFIN ROAD)  
 P.I.N. 15-30-105-002 (COMMONLY KNOWN AS MANOR SUBDIVISION (LOT 8))  
 P.I.N. 15-30-105-001 (COMMONLY KNOWN AS MANOR SUBDIVISION (LOT 9))

**AND****PARCEL 1**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING IN THE CENTER OF THE DUNDEE AND HALF DAY ROAD (NOW ROBERT PARKER COFFIN ROAD) AT A POINT SOUTH 54 AND 1/2 DEGREES WEST 384.87 FEET FROM THE INTERSECTION OF THE CENTER LINE OF THE CHICAGO AND MCHENRY ROAD WITH THE CENTER LINE OF THE DUNDEE AND HALF DAY ROAD (NOW ROBERT PARKER COFFIN ROAD); THENCE SOUTH 54 AND 1/2 DEGREES WEST ALONG THE CENTER LINE OF THE ROAD 50 FEET; THENCE NORTH 35-1/2 DEGREES WEST 145.9 FEET; THENCE NORTH 54-1/2 DEGREES EAST 50 FEET; THENCE SOUTH 35 AND 1/2 DEGREES EAST TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**PARCEL 2**

THAT PART OF THE NORTHWEST QUARTER OR SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS THE WESTERLY 100 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGINNING AT AN IRON STAKE IN THE CENTER OF THE DUNDEE AND HALF DAY ROAD (NOW ROBERT PARKER COFFIN ROAD) AT A POINT WHICH IS SOUTH 54 AND 1/2 DEGREES WEST, 4 CHAINS FROM THE INTERSECTION OF THE CENTER LINE OF SAID DUNDEE AND HALF DAY ROAD (NOW ROBERT PARKER COFFIN ROAD) WITH THE CENTER LINE OF THE CHICAGO AND MCHENRY ROAD; THENCE SOUTH 54 AND 1/2 DEGREES WEST ALONG THE CENTER LINE OF SAID DUNDEE AND HALF DAY ROAD (NOW ROBERT PARKER COFFIN ROAD), 4.095 CHAINS; THENCE NORTH 35 AND 1/2 DEGREES WEST, 2.20 CHAINS; THENCE NORTH 54 AND 1/2 DEGREES EAST, 2.79 CHAINS TO THE NORTHWEST CORNER OF LAND DESCRIBED IN BOOK 61 OF DEEDS, PAGE 259, THENCE SOUTH 66 DEGREES EAST, 2.55 CHAINS TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**PARCEL 3**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE INTERSECTION OR CROSSING OF THE CENTERS OF MCHENRY ROAD AND DUNDEE ROAD (NOW ROBERT PARKER COFFIN ROAD); THENCE SOUTH 54 AND 1/2 DEGREES WEST ALONG THE CENTER OF SAID DUNDEE ROAD (NOW ROBERT PARKER COFFIN ROAD), 184.2 FEET; THENCE NORTH 42 DEGREES 49 MINUTES WEST FORMING A NORTHWEST ANGLE OF 83 DEGREES AND 9 MINUTES WITH THE SAID CENTER LINE OF THE DUNDEE ROAD, 147.4 FEET; THENCE NORTH 54 AND 1/2 DEGREES EAST, 118.8 FEET TO THE CENTER OF SAID MCHENRY ROAD, THENCE SOUTH 66 1/2 DEGREES EAST ALONG THE SAID CENTER OF MCHENRY ROAD, 2.55 CHAINS TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**PARCEL 4**

LOTS 1 AND 2 (EXCEPT THE SOUTHWESTERLY 30 FEET OF SAID LOT 2 MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE OF LOT 2 AND EXCEPT THAT PART OF SAID LOT IF ANY, THAT LIES SOUTHWESTERLY OF A LINE THAT RUNS 40 AND 1/4 DEGREES WEST FROM A POINT IN THE CENTER OF MCHENRY ROAD, CHICAGO ROAD THAT IS SOUTH 60 DEGREES EAST, 1.97 CHAINS FROM THE INTERSECTION OF THE CENTER LINES OF SAID ROAD AND DUNDEE-HALF DAY ROAD) IN W.F. GROSSWILLER'S SUBDIVISION, BEING A SUBDIVISION OF PART THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1924, AS DOCUMENT 250627, IN BOOK "N" OF PLATS, PAGE 64, LAKE COUNTY, ILLINOIS.

**P.I.N. 15-30-100-013 (COMMONLY KNOWN AS 404-A ROBERT PARKER COFFIN ROAD)**  
**P.I.N. 15-30-100-017 (COMMONLY KNOWN AS 434 ROBERT PARKER COFFIN ROAD)**  
**P.I.N. 15-30-105-008 (COMMONLY KNOWN AS 302 OLD MCHENRY ROAD)**

**AND**

THAT PART OF LOTS 2 AND 3 IN W.F. GOSSWILLER'S SUBDIVISION, BEING A SUBDIVISION OF A PART OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 29, 1924 AS DOCUMENT 250627, IN BOOK "N" OF PLATS, PAGE 64, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 3; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOTS 2 AND 3, 90.0 FEET TO A POINT WHICH IS 30.0 FEET NORTHWESTERLY FROM THE MOST WESTERLY CORNER OF SAID LOT 2; THENCE SOUTHEASTERLY PARALLEL TO THE SOUTHWESTERLY LINE OF LOT 2, 165.0 FEET TO THE SOUTHEASTERLY LINE OF LOT 2, WHICH IS 30.81 FEET NORTHEASTERLY FROM THE MOST SOUTHERLY CORNER OF SAID LOT 2; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOTS 2 AND 3, 92.43 FEET TO THE MOST SOUTHERLY CORNER OF LOT 3; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LOT 3, 186.0 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART, IF ANY, LYING SOUTHERLY OF A LINE THAT RUNS SOUTH 40 DEGREES WEST FROM A POINT IN THE CENTER OF CHICAGO AND MCHENRY ROAD THAT IS SOUTH 60 DEGREES EAST 1.97 CHAINS FROM THE INTERSECTION OF THE CENTER LINES OF CHICAGO AND MCHENRY ROAD AND DUNDEE-HALF DAY ROAD), IN LAKE COUNTY, ILLINOIS.

**P.I.N. 15-30-105-007 (COMMONLY KNOWN AS 407 ROBERT PARKER COFFIN ROAD)**

**AND**

LOTS 1 AND 2 IN FANNING'S SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED AUGUST 1, 1962, AS DOCUMENT 1157511, IN LAKE COUNTY, ILLINOIS.

**P.I.N. 15-30-104-001 (COMMONLY KNOWN AS 210 ROBERT PARKER COFFIN ROAD)**  
**P.I.N. 15-30-104-002 (COMMONLY KNOWN AS 216 ROBERT PARKER COFFIN ROAD)**

**AND**

LOTS 1 AND 2 IN LONG GROVE MANOR, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED APRIL 23, 1965, AS DOCUMENT 1260604, IN BOOK 41 OF PLATS, PAGE 57, IN LAKE COUNTY, ILLINOIS.

**P.I.N. 15-30-103-002 (COMMONLY KNOWN AS 410 ROBERT PARKER COFFIN ROAD)**  
**P.I.N. 15-30-103-001 (COMMONLY KNOWN AS 420 ROBERT PARKER COFFIN ROAD)**

**AND**

LOTS 1 THROUGH 7 IN RED OAKS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 26, 1986 AS DOCUMENT 2519282, AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED JULY 16, 1987 AS DOCUMENT 2590825 AND FURTHER AMENDED BY CERTIFICATE OF CORRECTION RECORDED JULY 27, 1987 AS DOCUMENT 2594571, IN LAKE COUNTY, ILLINOIS.

**P.I.N. 15-30-106-015 (COMMONLY KNOWN AS 340 OLD MCHENRY ROAD)**  
**P.I.N. 15-30-106-018 (COMMONLY KNOWN AS 350 OLD MCHENRY ROAD)**  
**P.I.N. 15-30-106-017 (COMMONLY KNOWN AS 344 OLD MCHENRY ROAD)**  
**P.I.N. 15-30-106-016 (COMMONLY KNOWN AS RED OAKS SUBDIVISION LOT 4)**  
**P.I.N. 15-30-106-014 (COMMONLY KNOWN AS 360 HISTORICAL LANE)**  
**P.I.N. 15-30-106-012 (COMMONLY KNOWN AS RED OAKS SUBDIVISION (LOT 6))**  
**P.I.N. 15-30-106-013 (COMMONLY KNOWN AS RED OAKS SUBDIVISION (LOT 7))**

**AND**

LOT 2 IN WILLIAM UMBDENSTOCK SUBDIVISION, FIRST ADDITION, BEING A SUBDIVISION OF PART OF THE NORTH WEST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE

11, EAST OF THE 3<sup>RD</sup> P.M., ACCORDING TO THE PLAT THEREOF, RECORDED MARCH 25, 1965, AS DOCUMENT 1257888, IN LAKE COUNTY, ILLINOIS.

**P.I.N. 15-30-102-021 (COMMONLY KNOWN AS 122 OLD MCHENRY ROAD)**

**AND**

LOT 1, (EXCEPT THAT PART OF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERLY MOST CORNER OF SAID LOT 1, THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 67.92 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 107.2 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT 1; A DISTANCE OF 60.0 FEET, THENCE SOUTHWESTERLY AT AN ANGLE OF 34 DEGREES, 00 MINUTES TO THE LEFT OF THE EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 44.71 FEET TO THE ANGLE POINT ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE NORTHEASTERLY ON THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 164.20 FEET TO THE EASTERLY MOST CORNER OF SAID LOT 1; THENCE NORTHWESTERLY ON THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 167.90 FEET TO THE POINT OF BEGINNING) IN WILLIAM UMBENSTOCK SUBDIVISION, FIRST ADDITION, BEING A SUBDIVISION OF PART OF THE NORTH WEST QUARTER OF SECTION 30, T. 43 N, R 11, E OF 3<sup>RD</sup> P.M., ACCORDING TO THE PLAT THEREOF RECORDED 3-25-65 AS DOCUMENT 1257888, IN BOOK 41 OF PLATS, PAGE 51, IN LAKE COUNTY, ILLINOIS.

**P.I.N. 15-30-102-022 (COMMONLY KNOWN AS 114 OLD MCHENRY ROAD)**

**AND**

**PARCEL 1**

LOT 1 IN WILLIAM UMBDENSTOCK'S SUBDIVISION, BEING A SUBDIVISION OF A PART OF THE NORTH WEST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE 3<sup>RD</sup> P.M., ACCORDING TO THE PLAT THEREOF, RECORDED JUNE 3, 1958, AS DOCUMENT 991876, IN BOOK 1624 OF RECORDS, PAGE 588, IN LAKE COUNTY, ILLINOIS.

**PARCEL 2**

THAT PART OF LOT 1 IN WILLIAM UMBDENSTOCK'S SUBDIVISION FIRST ADDITION, BEING A SUBDIVISION OF A PART OF THE NORTH WEST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE 3<sup>RD</sup> P.M., ACCORDING TO THE PLAT THEREOF, RECORDED MARCH 25, 1965 AS DOCUMENT 1257888, IN BOOK 41 OF PLATS, PAGE 51, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERLY MOST CORNER OF SAID LOT 1; THENCE SOUTH WESTERLY ALONG THE NORTH WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 67.92 FEET; THENCE SOUTH EASTERLY PARALLEL WITH THE NORTH EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 107.2 FEET; THENCE SOUTH WESTERLY PARALLEL WITH THE SOUTH EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 60.0 FEET; THENCE SOUTH WESTERLY AT AN ANGLE OF 34 DEGREES, 99 MINUTES TO THE LEFT OF THE EXTENSION OF THE LAST DESCRIBED LINE, A DISTANCE OF 44.71 FEET TO THE ANGLE POINT ON THE SOUTH EASTERLY LINE OF SAID LOT 1; THENCE NORTH EASTERLY ON THE SOUTH EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 164.20 FEET TO THE EASTERLY MOST CORNER OF SAID LOT 1; THENCE NORTH WESTERLY ON THE

NORTH EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 167.90 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**P.I.N. 15-30-102-023 (COMMONLY KNOWN AS 132 OLD MCHENRY ROAD)**

**P.I.N. 15-30-102-024 (COMMONLY KNOWN AS 209 ROBERT PARKER COFFIN ROAD)**

**AND**

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO-WIT: THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF DUNDEE – HALF DAY ROAD AT THE SOUTHEAST CORNER OF WILLIAM UMBDENSTOCK SUBDIVISION, THE PLAT OF WHICH IS RECORDED AS DOCUMENT NO. 991876; THENCE NORTH EASTERLY ALONG THE CENTER LINE OF SAID ROAD 50.75 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF LOT 2 OF FANNING'S SUBDIVISION, THE PLAT OF WHICH IS RECORDED AS DOCUMENT NO. 1157511; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 2, 10.20 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF THAT PART DESCRIBED IN THAT DEED RECORDED MAY 4, 1876 IN BOOK 58 OF DEEDS, PAGE 540; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID PROPERTY, 136.62 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 390.29 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 325.73 FEET TO THE NORTHEASTERLY LINE OF WILLIAM UMBDENSTOCK SUBDIVISION FIRST ADDITION, THE PLAT OF WHICH IS RECORDED AS DOCUMENT NO. 1257888; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID SUBDIVISION AND THE NORTHEASTERLY LINE OF WILLIAM UMBDENSTOCK SUBDIVISION AFORESAID, TO THE PLACE OF BEGINNING, BOUNDED AND DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID WILLIAM UMBDENSTOCK SUBDIVISION, RECORDED AS DOCUMENT 991876, THENCE RUNNING NORTH 67° – 32' EAST ALONG THE CENTER LINE OF SAID DUNDEE – HALF DAY ROAD, 44.58 FEET; THENCE NORTH 37° – 33' – 44" WEST 137.01; THENCE NORTH 52° – 26' – 16" EAST 101.33 FEET; THENCE SOUTH 37° – 33' – 44" EAST 69.77 FEET FOR A POINT OF BEGINNING OF THE TRACT OF LAND HEREBY TO BE DESCRIBED; THENCE CONTINUING SOUTH 37° – 33' – 44" EAST 4.48 FEET; THENCE SOUTH 52° – 26' – 16" WEST 35.79 FEET; THENCE SOUTH 17° – 17' – 23" EAST 91.40 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN DEED RECORDED MAY 4, 1876 IN BOOK 58 OF DEEDS, PAGE 540; THENCE NORTH 72° – 42' – 37" EAST ALONG THE NORTHERLY LINE OF SAID PROPERTY 99.77 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY DESCRIBED IN DEED RECORDED MAY 4, 1876 IN BOOK 58 OF DEEDS, PAGE 540; THENCE NORTH 17° – 17' – 23" WEST 108.0 FEET; THENCE SOUTH 72° – 42' – 37" WEST 67.74 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**P.I.N. 15-30-100-033 (COMMONLY KNOWN AS 217 ROBERT PARKER COFFIN ROAD)**

**AND**

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE CENTER LINE OF DUNDEE – HALF DAY ROAD AT THE SOUTHEAST CORNER OF WILLIAM UMBDENSTOCK

SUBDIVISION, THE PLAT OF WHICH IS RECORDED AS DOCUMENT NO. 991876; THENCE NORTHEASTERLY ALONG THE CENTER OF SAID ROAD, 50.75 FEET, MORE OR LESS, TO THE NORTHEASTERLY CORNER OF LOT 2 OF FANNING'S SUBDIVISION, THE PLAT OF WHICH IS RECORDED AS DOCUMENT NO. 1157511; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 2, 10.20 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF THAT PROPERTY DESCRIBED IN THAT DEED RECORDED MAY 4, 1876 IN BOOK 58 OF DEEDS, PAGE 540; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID PROPERTY, 136.62 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE NORTHWESTERLY AT THE RIGHT ANGLES TO SAID LAST DESCRIBED LINE 250.0 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE TO THE NORTHWESTERLY LINE OF WILLIAM UMBDENSTOCK SUBDIVISION, FIRST ADDITION, THE PLAT OF WHICH IS RECORDED AS DOCUMENT NO. 1257888; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID SUBDIVISION AND THE NORTHEASTERLY LINE OF WILLIAM UMBDENSTOCK SUBDIVISION AFORESAID, TO THE PLACE OF BEGINNING, LAKE COUNTY, ILLINOIS.

**P.I.N. 15-30-100-032 (COMMONLY KNOWN AS 215 ROBERT PARKER COFFIN ROAD)**

**AND**

THAT PART OF THE NORTHWEST QUARTER OR SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER OF THE WHEELING AND MCHENRY ROAD, SO CALLED, AT A POINT SOUTH 60 DEGREES, EAST 357 CHAINS 235.62 FEET) FROM THE INTERSECTION OF DUNDEE AND WHEELING AND MCHENRY ROADS, SO CALLED; THENCE SOUTH 41 DEGREES 31 MINUTES, WEST 250 FEET; THENCE SOUTH 60 DEGREES, EAST 75 FEET; THENCE NORTH 41 DEGREES 31 MINUTES, EAST 250 FEET TO THE CENTER OF THE WHEELING AND MCHENRY ROAD, SO CALLED; THENCE NORTH 60 DEGREES, WEST 75 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**P.I.N. 15-30-100-028 (COMMONLY KNOWN AS 318 OLD MCHENRY ROAD)**

**AND**

**PARCEL 1**

THAT PART OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING IN THE CENTER OF THE HALF DAY AND DUNDEE ROAD (SO CALLED) AT A POINT 4.875 CHAINS NORTH 71 1/2 DEGREES EAST FROM THE INTERSECTION OF THE CENTER LINE OF SAID HALF DAY AND DUNDEE ROAD WITH THE CENTER LINE OF THE CHICAGO AND MCHENRY ROAD (SO CALLED); THENCE NORTH 71 1/2 DEGREES EAST, 2.065 CHAINS; THENCE SOUTH 2 1/2 DEGREES WEST, 85 FEET; THENCE SOUTH 71 1/2 DEGREES WEST, 2.065 CHAINS; THENCE NORTH 2 1/2 DEGREES EAST, 85 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**PARCEL 2**

THE NORTH 1/2 OF THE FOLLOWING DESCRIBED TRACT, TO-WIT: THAT PART OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING IN THE CENTER OF SAID CHICAGO AND MCHENRY ROAD AT A POINT 7.17 CHAINS SOUTH 60 DEGREES EAST FROM THE

INTERSECTION OF THE CENTER LINE OF SAID ROAD WITH THE CENTER LINE OF SAID HALF DAY AND DUNDEE ROAD; THENCE NORTH 2 1/2 DEGREES EAST, 6.07 CHAINS TO THE CENTER LINE OF SAID HALF DAY AND DUNDEE ROAD; THENCE NORTH 71 1/2 DEGREES EAST IN THE CENTER OF SAID ROAD, 1.60 CHAINS; THENCE SOUTH 2 1/2 DEGREES WEST, 7.42 CHAINS TO THE CENTER OF SAID CHICAGO AND MCHENRY ROAD; THENCE NORTH 60 DEGREES WEST IN THE CENTER OF SAID ROAD, 1.695 CHAINS TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**P.I.N. 15-30-100-015 (COMMONLY KNOWN AS 248 ROBERT PARKER COFFIN ROAD)**

**AND**

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING IN THE CENTER OF THE CHICAGO AND MCHENRY ROAD SOUTH 59 DEGREES 45 MINUTES EAST 330 FEET FROM THE INTERSECTION OF SAID CHICAGO AND MCHENRY AND HALF DAY AND DUNDEE ROADS; THENCE NORTH 2 DEGREES 30 MINUTES EAST, 201.44 FEET; THENCE NORTH 71 DEGREES 30 MINUTES EAST, 136.48 FEET; THENCE SOUTH 2 DEGREES 30 MINUTES WEST, 115.31 FEET; THENCE SOUTH 83 DEGREES 14 MINUTES EAST, 20 FEET; THENCE SOUTH 2 DEGREES 30 MINUTES WEST, 209.3 FEET TO THE CENTER LINE OF SAID CHICAGO AND MCHENRY ROAD; THENCE NORTH 59 DEGREES 45 MINUTES WEST, 167.1 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**P.I.N. 15-30-100-018 (COMMONLY KNOWN AS 224 ROBERT PARKER COFFIN ROAD)**

**AND**

THE SOUTH 1/2 OF THE FOLLOWING DESCRIBED PREMISES, TO-WIT: THAT PART OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING 7.17 CHAINS SOUTH 60 DEGREES EAST FROM INTERSECTION OF CHICAGO AND MCHENRY AND HALF DAY AND DUNDEE ROAD; THENCE NORTH 2 1/2 DEGREES EAST 6.07 CHAINS TO THE CENTER OF SAID HALF DAY AND DUNDEE ROAD; THENCE NORTH 71 1/2 DEGREES EAST IN CENTER OF ROAD, 1.60 CHAINS; THENCE SOUTH 2 1/2 DEGREES WEST 7.42 CHAINS TO THE CENTER OF SAID MCHENRY ROAD; THENCE NORTH 60 DEGREES WEST IN CENTER OF ROAD, 1.695 CHAINS TO THE POINT OF BEGINNING (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH WEST CORNER OF SAID SOUTH 1/2; THENCE EAST ALONG THE NORTH LINE THEREOF, 20 FEET; THENCE SOUTH 2 1/2 DEGREES WEST TO THE SOUTHERLY LINE OF THE AFORESAID SOUTH 1/2; THENCE NORTH 60 DEGREES WEST TO THE SOUTHWESTERLY CORNER OF SAID SOUTH 1/2; THENCE NORTH 2 1/2 DEGREES EAST TO THE POINT OF BEGINNING), IN LAKE COUNTY, ILLINOIS.

**P.I.N. 15-30-100-019 (COMMONLY KNOWN AS 307 OLD MCHENRY ROAD)**

**AND**

THAT PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CHICAGO. MCHENRY ROAD WITH THE CENTER LINE OF DUNDEE AND HALF DAY ROAD, THENCE NORTH 66 DEGREES 30 MINUTES WEST ALONG THE CENTERLINE OF SAID CHICAGO. MCHENRY ROAD 58.6

FEET; THENCE NORTH 22 DEGREES 54 MINUTES EAST 119.0 FEET; THENCE NORTH 49 DEGREES 10 MINUTES EAST 24.0 FEET; THENCE SOUTH 44 DEGREES 52 MINUTES EAST 134.9 FEET; THENCE SOUTH 70 DEGREES 44 MINUTES WEST 33.1 FEET; THENCE SOUTH 59 DEGREES 32 MINUTE WEST 86.50 FEET TO THE POINT OF BEGINNING ALL IN LAKE COUNTY, ILLINOIS.

**P.I.N. 15-30-100-014 (COMMONLY KNOWN AS 201 ROBERT PARKER COFFIN ROAD)**

**AND**

THAT PART OF THE NORTH WEST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE 3<sup>RD</sup> P.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH WEST CORNER OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SAID SECTION 30; THENCE EAST ALONG THE NORTH LINE OF SAID SOUTH EAST QUARTER OF THE NORTH WEST QUARTER, 170.50 FEET; THENCE SOUTH 47 1/2 DEGREES WEST, 191.83 FEET TO THE CENTER LINE OF CHICAGO AND MCHENRY ROAD; THENCE NORTH WESTERLY ALONG THE CENTER LINE OF SAID ROAD. 180.80 FEET; THENCE NORTH 26 DEGREES 05 MINUTES EAST, 312.00 FEET TO THE EAST LINE OF THE NORTH WEST QUARTER OF THE NORTH WEST QUARTER OF SAID SECTION 30; THENCE SOUTH ALONG SAID EAST LINE, 216.00 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS. ALSO THAT PART OF THE NORTH WEST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE 3<sup>RD</sup> P.M., DESCRIBED AS FOLLOWS: COMMENCING ON THE NORTH LINE OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SAID SECTION 30, A DISTANCE OF 170.5 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE SOUTH 47 1/2 DEGREES WEST, 191.83 FEET TO THE CENTER LINE OF CHICAGO AND MCHENRY ROAD; THENCE SOUTH EASTERLY ALONG SAID CENTER LINE, 16.00 FEET; THENCE NORTH EASTERLY, 186.07 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**P.I.N. 15-30-100-010 (COMMONLY KNOWN AS 146 OLD MCHENRY ROAD)**

**AND**

THAT PART OF THE NORTH WEST 1/4 OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER OF THE MCHENRY ROAD (SO CALLED), 336.6 FEET NORTH 66 1/2 DEGREES WEST FROM ITS INTERSECTION WITH THE CENTER LINE OF THE DUNDEE ROAD (SO CALLED); RUNNING THENCE SOUTH 25 DEGREES WEST 299.6 FEET; THENCE SOUTH 44 DEGREES WEST 104 FEET; THENCE NORTH 31 DEGREES WEST 39.8 FEET; THENCE NORTH 23 DEGREES 30 MINUTES EAST 371 FEET TO THE CENTER OF THE SAID MCHENRY ROAD; THENCE SOUTH 66 1/2 DEGREES EAST 87 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**P.I.N. 15-30-100-011 (COMMONLY KNOWN AS 145 OLD MCHENRY ROAD)**

**AND**

THAT PART OF THE NORTH WEST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE 3<sup>RD</sup> P.M., DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A POINT IN THE CENTER OF THE MCHENRY ROAD, (SO-CALLED) NORTH 66 1/2 DEGREES WEST 2.55 CHAINS FROM THE INTERSECTION OF THE CENTER OF SAID ROAD WITH THE CENTER LINE OF THE DUNDEE ROAD (SO-CALLED); RUNNING THENCE NORTH 66 1/2



DEGREES WEST, 2.55 CHAINS; THENCE SOUTH 25 DEGREES WEST 4.54 CHAINS; THENCE NORTH 54 1/4 DEGREES EAST 5.32 CHAINS TO THE PLACE OF BEGINNING, SITUATED IN THE VILLAGE OF LONG GROVE, COUNTY OF LAKE AND STATE OF ILLINOIS.

**P.I.N. 15-30-100-012 (COMMONLY KNOWN AS 135 OLD MCHENRY ROAD)**

**AND**

**PARCEL 1**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING IN THE CENTER OF THE MCHENRY AND CHICAGO ROAD (NOW KNOWN AS OLD MCHENRY ROAD) AT A POINT SOUTH 60 DEGREES EAST, 1.97 CHAINS FROM A STONE AND COAL CORNER AT ROAD CROSSING ON SAID QUARTER; THENCE SOUTH 40.25 DEGREES WEST, ALONG THE EASTERLY LINE OF CHARLES STEMPEL LANDS, 10.50 CHAINS TO THE CORNER OF STEMPEL'S ROAD; THENCE SOUTH 65 DEGREES EAST, 1.28 CHAINS; THENCE NORTH 40.25 DEGREES EAST, PARALLEL WITH THE FIRST LINE, 11.07 CHAINS TO THE CENTER OF THE MCHENRY AND CHICAGO ROAD (NOW KNOWN AS OLD MCHENRY ROAD) AND THENCE NORTH 60 DEGREES WEST, ALONG THE ROAD CENTER, 1.28 CHAINS TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**PARCEL 2**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT: COMMENCING IN THE CENTER OF THE WHEELING AND MCHENRY ROADS AT A POINT SOUTH 60 DEGREES EAST, 3.25 CHAINS FROM STONE CORNER AT THE CROSSING OF THE CENTER OF THE ROAD; THENCE SOUTH 40.25 DEGREES WEST, ALONG THE EASTERLY LINE OF LAND OWNED BY SAUER, 11.07 CHAINS; THENCE SOUTH 34 DEGREES EAST, 32.5 LINKS; THENCE NORTH 40.25 DEGREES EAST, 11.24 CHAINS TO THE CENTER OF THE ROAD AND THENCE NORTH 60 DEGREES WEST, 32 LINKS TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS ON THE NORTHWESTERLY 14.0 FEET AND AN EASEMENT FOR INGRESS AND EGRESS ON THE SOUTHEASTERLY 26.0 FEET OF THE ABOVE DESCRIBED TRACT.

**P.I.N. 15-30-100-034 (COMMONLY KNOWN AS 314 OLD MCHENRY ROAD)**

**P.I.N. 15-30-100-035 (COMMONLY KNOWN AS 314 OLD MCHENRY ROAD)**

**PARCEL 1**

A TRACT OF LAND DESCRIBED AS FOLLOWS TO-WIT: BEGINNING AT A POINT IN THE CENTER OF THE MCHENRY ROAD, (SO CALLED) 537.3 FEET NORTH 66 1/2 DEGREES WEST FROM ITS INTERSECTION WITH THE DUNDEE ROAD; RUNNING THENCE NORTH 66 1/2 DEGREES WEST 66 FEET; THENCE NORTH 26 DEGREES 5 MINUTES EAST 470 FEET TO THE QUARTER LINE OF THE NORTH WEST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE 3<sup>RD</sup> P.M.; THENCE SOUTH ON SAID QUARTER SECTION

LINE 150 FEET; THENCE SOUTH 26 DEGREES AND 5 MINUTES WEST 330 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**PARCEL 2**

BEGINNING AT A POINT IN THE CENTER OF THE MCHENRY ROAD (SO CALLED) 527.3 FEET NORTH 66 1/2 DEGREES WEST FROM ITS INTERSECTION WITH THE DUNDEE ROAD; RUNNING THENCE NORTH 66 1/2 DEGREES WEST 10 FEET; THENCE NORTH 26 DEGREES AND 5 MINUTES EAST 330 FEET TO THE QUARTER LINE OF THE NORTH WEST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE 3<sup>RD</sup> P.M.; THENCE SOUTH ON SAID QUARTER LINE 20 FEET; THENCE SOUTH 26 DEGREES AND 5 MINUTES WEST 312 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

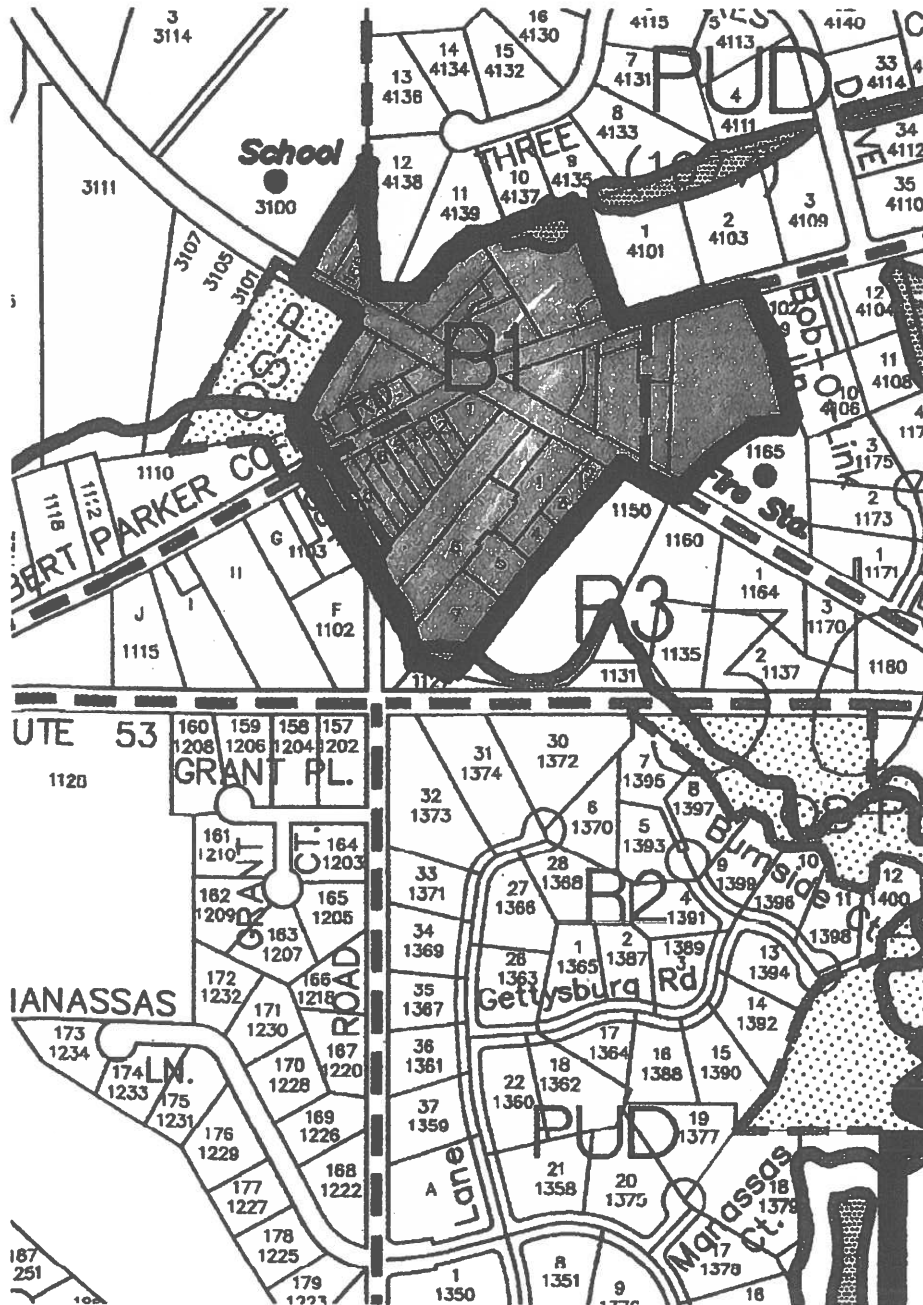
**P.I.N. 15-30-100-006 (COMMONLY KNOWN AS NW CORNER OF B1)**

**AND**

THAT PART OF THE FAIRVIEW VILLAGE SUBDIVISION IN THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF OLD MCHENRY ROAD AND THE EASTERLY LINE OF THE PARCEL DESCRIBED ABOVE AS P.I.N. NO. 15-30-100-019 AND KNOWN AS 307 OLD MCHENRY ROAD (THE "-019 PARCEL"), THENCE SOUTHEASTERLY APPROXIMATELY 161.15 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO ITS INTERSECTION WITH THE WESTERLY LINE OF THE FIRE STATION SUBDIVISION; THENCE NORTHEASTERLY ALONG SAID BOUNDARY OF THE FIRE STATION SUBDIVISION APPROXIMATELY 272.53 FEET; THENCE EASTERLY ALONG SAID FIRE STATION SUBDIVISION BOUNDARY APPROXIMATELY 140.0 FEET TO A POINT APPROXIMATELY 40.0 FEET EAST OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE NORTHWESTERLY APPROXIMATELY 471.3 FEET TO A POINT OF INTERSECTION BETWEEN THE SOUTHERLY RIGHT OF WAY LINE OF ROBERT PARKER COFFIN ROAD AND THE WESTERLY BOUNDARY OF PART OF THE LAKE OF LONG GROVE SUBDIVISION; THENCE WESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF ROBERT PARKER COFFIN ROAD APPROXIMATELY 343.90 FEET TO THE INTERSECTION OF SAID RIGHT OF WAY LINE WITH THE EASTERLY LINE OF THE PARCEL DESCRIBED ABOVE AS P.I.N. NO. 15-30-100-015 AND KNOWN AS 248 ROBERT PARKER COFFIN ROAD (THE "-015 PARCEL"); THENCE SOUTHERLY APPROXIMATELY 407.73 FEET ALONG THE EASTERLY BOUNDARIES OF THE -015 PARCEL AND THE -019 PARCEL TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

**P.I.N. 15-30-108-001 (COMMONLY KNOWN AS ARCHER MUNICIPAL LOT)**

EXHIBIT B  
DEPICTION OF SSA TERRITORY



**EXHIBIT C**

**Required Insurance**

1. Personal injury coverage of at least one million dollars (\$1,000,000.00) per occurrence, five hundred thousand dollars (\$500,000.00) per person, and five million dollars (\$5,000,000.00) in aggregate.
2. Property damage coverage of at least three hundred thousand dollars (\$100,000.00).
3. Automobile coverage in at least the minimum statutory limits.
4. Workers compensation insurance in the minimum statutory limits. (Note: This coverage does not need to identify the Village or Village Representatives as additional insureds.)