

**VILLAGE OF VERNON HILLS  
RESOLUTION 2025-038**

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN  
VILLAGE OF VERNON HILLS AND 3STEP SPORTS LLC FOR THE USE OF  
VILLAGE FACILITIES AT THE VHAC FOR THE ANNUAL PIPE CITY LACROSSE  
FESTIVAL (2025–2029)**

**WHEREAS**, the Village of Vernon Hills (“Village”) is in control of Fields 5, 6, 7, 8, 9, 10, 11, and 12 and respective field lighting, pinwheel concessions stand, pinwheel restrooms, Nike Parkway, 396 Village-owned parking spaces, and site water and electricity (“Village Facilities”) located at the VHAC; and

**WHEREAS**, 3STEP SPORTS LLC (“3STEP”) holds the annual Pipe City Lacrosse Festival lacrosse tournament (“Tournament”) during the second weekend in July (including Friday, Saturday, and Sunday) and seeks approval to use the Village Facilities during the second weekend in July over the next five (5) years; and

**WHEREAS**, 3STEP holds this Tournament annually and seeks approval of this five (5) year agreement so as to have a venue to hold the Tournament for the next five (5) years; and

**WHEREAS**, the Village finds it beneficial to make the Village Facilities available to 3STEP for its Tournaments.

**NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1: RECITALS:** The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the Village Board of Trustees.

**SECTION 2: EXECUTION OF AGREEMENT:** The Village Board of Trustees hereby authorize and approve the Village Manager to execute an Agreement between the Village of Vernon Hills and 3Step Sports LLC for the Use of Village Facilities at the VHAC for the Annual Pipe City Lacrosse Festival, as attached as Exhibit A.

**SECTION 3: EFFECTIVE DATE:** This Resolution shall be in full force and effect from its passage and approval.

*[Signature page to follow]*

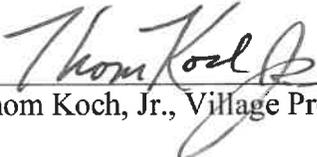
Dated this 8<sup>th</sup> day of July, 2025

Adopted by roll call votes as follows:

AYES: 6 – Takaoka, Lundeen, Forster, Marquardt, Oppenheim, Koch

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Schenk

  
Thom Koch, Jr., Village President

PASSED: 07/08/2025

APPROVED: 07/08/2025

ATTEST: 07/08/2025

  
Kevin Timony, Village Clerk



**EXHIBIT A**

*AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS AND 3STEP SPORTS LLC FOR  
THE USE OF VILLAGE FACILITIES AT THE VHAC FOR THE ANNUAL PIPE CITY  
LACROSSE FESTIVAL*

**AGREEMENT BETWEEN VILLAGE OF VERNON HILLS AND 3STEP SPORTS LLC  
FOR THE USE OF VILLAGE FACILITIES AT THE VHAC FOR THE ANNUAL PIPE  
CITY LACROSSE FESTIVAL (2025–2029)**

THIS AGREEMENT is entered into this 8<sup>th</sup> day of July, 2025, by and between the VILLAGE OF VERNON HILLS, an Illinois municipal corporation (the “Village”), and 3STEP SPORTS LLC (“3STEP”) for the purpose of permitting 3STEP to utilize the Village Facilities located at the Vernon Hills Athletic Complex (“VHAC”) for the annual Pipe City Lacrosse Festival lacrosse tournament (hereinafter referred to as “Agreement”).

The following recitations are incorporated herein and made a part hereof:

WHEREAS, 3STEP holds the annual Pipe City Lacrosse Festival lacrosse tournament (“Tournament”) during the second weekend in July (including Friday, Saturday, and Sunday) and seeks approval to use the Village Facilities and the other facilities (identified herein that are controlled by third parties) during the second weekend in July over the next five (5) years; and

WHEREAS, 3STEP holds this Tournament annually and seeks approval of this five (5) year agreement so as to have a venue to hold the Tournament for the next five (5) years; and

WHEREAS, the Village is in control of Fields 5, 6, 7, 8, 9, 10, 11, and 12 and respective field lighting, pinwheel concessions stand, pinwheel restrooms, Nike Parkway, 396 Village-owned parking spaces, and site water and electricity (“Village Facilities”) located at the VHAC as depicted on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Community High School District No. 128 (“District 128”) is in control of certain, but not all, playing fields (“District 128 Fields”) located at the VHAC as depicted on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, District 128 controls the use of Rust Oleum Field, the high school’s main athletic field; and

WHEREAS, Stevenson High School District No. 125 (“District 125”) is in control of certain, but not all, playing fields (“District 125 Fields”) located at the VHAC as depicted on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Village Facilities, and any of the District 128 Fields and District 125 Fields for which 3STEP is able to obtain approval to use during the Tournament weekends shall be collectively referred to as “Facilities” in this Agreement. It is acknowledged by 3STEP that until such approval is obtained from each of the other entities, this Agreement only authorizes use of the Village Facilities; and

WHEREAS, 3STEP understands and acknowledges that it must obtain approval from District No. 128 and District No. 125 for use of the fields under their respective ownership and control; and

WHEREAS, the Village finds it beneficial to make the Village Facilities available to 3STEP for its Tournaments; and

WHEREAS, pursuant to Article 6 of the Illinois Constitution of 1970, and the home rule powers granted therein, the Village enters into this Agreement.

NOW, THEREFORE, in consideration of the Recitations hereinabove and the mutual covenants and conditions below, it is agreed as follows:

**Section 1. Use of Village Facilities.**

- A. The Village agrees to allow 3STEP the use of the Village Facilities as set forth on Exhibit “A” for July 11th, 12th and 13th of 2025 and on the second weekend of July (Friday, Saturday and Sunday) of 2026, 2027, 2028 and 2029 for its annual Tournament. At the conclusion of the Term, 3STEP shall have the exclusive option and right of first refusal to renew this Agreement for an additional three (3) years. Should 3STEP desire to exercise this option, it shall notify the Village in writing no later September 1, 2029.
- B. 3STEP agrees that the Tournament Fee for the use of the Village Facilities on the days of the Tournament as set forth in Section A above and for the performance of the Village Responsibilities as outlined in Section 3 below, shall be as follows:

<b>Year</b>	<b>Fee</b>
2025	\$32,000
2026	\$32,960
2027	\$33,949
2028	\$34,967
2029	\$36,016

The Tournament Fee shall be payable to the Village on August 1st of each year. It is mutually agreed that the Tournament Fee represents the total cost to 3STEP for use of the Village Facilities and for the performance of the Village Responsibilities. It is also mutually agreed that during the Term of the Licensee Agreement between the Village and 3STEP for the use of the Village turf fields (Fields 10, 11, and 12) attached hereto as Exhibit “B”, that the above Tournament Fee does not incorporate a cost for the use of Fields 10, 11, and 12 and respective field lighting.

**Section 2. 3STEP Responsibilities.**

- A. 3STEP shall have the following responsibilities:
  - 1. Procure portable toilets for the Tournament in an amount deemed reasonably adequate by the Village.
  - 2. Provide reasonably sufficient parking attendants per parking lot to direct traffic to appropriate parking areas such that no vehicles will be parked on the grass (unless

agreed upon in advance by the Village and other field owners). In no event shall the Tournament proceed without a sufficient number of personnel to direct and maintain parking and traffic control for the duration of the Tournament.

3. Procure off-site parking for Tournament use, as needed.
4. Perform all field lining painting, and be responsible for maintaining the line painting through the duration of the Tournament.
5. Provide adequate adult supervision at all times in connection with its use of the Facilities and the operation of the Tournament. 3STEP shall be responsible for employment of personnel and/or volunteers to implement or supervise all of the Tournament games, programs, activities, traffic direction, and parking direction at the VHAC, and 3STEP acknowledges and assumes complete responsibility for its staff or volunteers used to supervise such activities hereunder.
6. Keep clean and in good order, condition, and repair all Village Facilities during the Tournament weekend. At the close of each instance of use, 3STEP shall leave each Village Facility in substantially the same condition as at the outset of each instance of use, ordinary wear and tear excepted. It will be 3STEP's responsibility to leave the Village Facilities in the same condition or better as it received it (ordinary wear and tear excepted) and to place all refuse in the refuse receptacles at the VHAC.

If any Village Facility is required to be cleaned after the Tournament weekend, the expense shall be charged to 3STEP respectively. 3STEP agrees to place a Five Thousand Dollars (\$5,000.00) cash or performance bond with the Village at least one (1) month prior to each Tournament as security for said repairs. The cash or performance bond shall be returned to 3STEP within thirty (30) days of the close of each Tournament so long as there is no claim made for damages to the Fields (ordinary wear and tear excepted). In the event of a claim for damages, the Parties will work cooperatively to determine the amount of damages and also which party shall make the repairs. The Village reserves the right to bill 3STEP for such repair costs. If any amount remains unpaid, the next year's Tournament shall not be allowed to proceed. This is not an exclusive remedy of the Village.

7. Submit and procure all required tent and sign permits in advance of Tournament with the Village Community Development Department. The cost of such permits shall be included in the overall Tournament Fee in Section 1.
- B. Compliance with Law and with Village and School District Policies. 3STEP acknowledges that the Village, District 128, and District 125 maintain rules and regulations applicable when activities occur on their respective Facilities. 3STEP agrees that it shall obtain from the Village, District 128, and District 125 whose respective Facilities are to be used for the Tournament, a copy of the policy regarding use of their Facilities. 3STEP shall conduct all of its Tournament activities in accordance with the applicable law as set forth in the use policies of all owners of the Facilities. It shall be the responsibility of 3STEP to obtain said policies (to the extent to which they exist). 3STEP acknowledges and agrees that the

Village may enforce the policies of all owners of the Facilities utilized by 3STEP, including practice fields not used for Tournament games provided that such policies do not conflict with the terms and conditions set forth herein. In addition, 3STEP agrees that no player shall wear steel cleats and will not utilize any sharp objects at District 128's turf field that adversely affect the turf field in the event that the turf field is used during the Tournament. The use of motor vehicles, bikes, roller blades, etc. will be prohibited at the VHAC during the Tournament weekend, except for golf carts and the motorized vehicle required to move the goals. If the players cause damage to any of the Facilities as a result of a violation of this Section, 3STEP shall reimburse the owner of the damaged Facility for any costs related to repairs. The owner of the Facility retains the right to make the repairs and seek reimbursement from 3STEP.

- C. Required Waiver. 3STEP shall include reference to all owners, officers, directors, partners, shareholders, members, agents, employees, contractors and volunteers of the Facilities, on each and every waiver, release, indemnity or hold harmless form where 3STEP requires participants to sign a waiver, release, indemnity or hold harmless form in order to participate in the Tournament.

### **Section 3. Village Responsibilities.**

- A. The Village shall have the following responsibilities:
  - 1. Place "no parking" signage in the appropriate locations to prohibit parking in no parking areas.
  - 2. Provide the necessary garbage cans and shall be responsible for removal of garbage throughout the days of the Tournament.
  - 3. Install the necessary protective fencing at end lines of Village Fields.
  - 4. Provide electricity hook up for Tournament vendors, as deemed reasonably necessary by the Village.
  - 5. Provide general cleaning/maintenance and stocking of supplies in restrooms.
  - 6. At the discretion of the Chief of Police or designee, provide appropriate police department personnel to maintain traffic control and security through the duration of the Tournament.
- B. Weather Cancellation. The Village is authorized to cancel games or the Tournament based on field and weather conditions and will discuss same with 3STEP prior to making any final decision.

### **Section 4. Insurance and Indemnification.**

- A. Insurance. 3STEP, at its sole cost and expense, shall keep in full force and effect at all times during the Term insurance against claims for injuries to persons or damages to

property, which may arise from or in connection with the Tournament and this Agreement (except to the extent caused by the employees, agents or contractors of the Village or VHSC). 3STEP shall provide coverage that is at least as broad as:

1. Comprehensive general public liability insurance, including contractual liability coverages, and such other types of insurance in such amounts and with such "Best" A-rated companies or through self-insurance risk pools as are reasonably acceptable to the Village, but, in any event, no less than \$1,000,000.00 per occurrence and an umbrella policy no less than \$3,000,000.00. Such insurance shall be evidenced by annually providing to the Village certificates of insurance, naming the Village and its board, board members, employees, and agents as additional insureds. All insurance companies of 3STEP shall be licensed to provide insurance in the State of Illinois.
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage.
3. 3STEP shall keep and maintain Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for their respective employees. Any employee claim related to this Agreement will be the responsibility of the party employer and the other party shall have no obligation whatsoever to provide workers' compensation for the other party's employees.
4. 3STEP hereby agrees to waive rights of subrogation which any insurer of 3STEP may acquire from 3STEP by virtue of the payment of any loss. 3STEP agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Village.
5. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the Village and its elected officials, officers, employees, agents and volunteers; or 3STEP shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
6. Commercial General Liability and Automobile Liability Coverage policies are to contain, or be endorsed to contain the following provisions:
  - i. The Village and its elected officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to liability arising out of 3STEP's use of the Facilities or performance of its material obligations under this Agreement. The coverage shall contain no special limits on the scope of the protection afforded to the Village and its elected officials, officers, agents, employees or volunteers.
  - ii. For any claims related to this Tournament, 3STEP's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 with

respect to the Village and its elected officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village and its elected officials, officers, employees, agents and volunteers shall be excess of 3STEP's insurance and shall not contribute with it. 3STEP shall procure and maintain for the duration of the Agreement, and for two (2) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the Facilities or performance of its material obligations under this Agreement by 3STEP its agents, representatives, employees or volunteers. 3STEP's policy or policies of insurance shall specifically recognize and cover 3STEP's indemnification obligations under this Agreement, and shall contain cross-liability endorsements.

- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village and its elected officials, officers, employees, agents and volunteers.
  - iv. Coverage shall state that 3STEP's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.
7. Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided; canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the Village. In the event of the cancellation of any insurance policy required herein, or upon 3STEP's failure to procure said insurance, the Village shall have the right to terminate this Agreement.
8. 3STEP shall furnish the Village with certificates of insurance evidencing the above-mentioned coverages. 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 may be on forms provided by the Village and are to be received and approved by the Village before any use of the Facilities commences. The Village reserves the right to request full certified copies of the insurance policies. 3STEP shall furnish evidence of such insurance to the Village prior to May 1st of each year in which this Agreement is in place, and then on an annual basis thereafter. The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld.
- B. Indemnification. 3STEP agrees to indemnify, defend, and hold harmless the Village and its respective elected officials, officers, employees, agents and volunteers from and against any and all claims, causes of action, suits, liability, damages, whether to person (including death) or property, costs, expenses and liabilities (including reasonable attorneys' fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines) and losses asserted against them or sought to be imposed upon 3STEP (collectively "Loss"), where and to the extent the Loss arises out of the indemnifying party's use of the VHAC and the Facilities, or where and to the extent the Loss arises out of the indemnifying party's

failure to perform its material obligations under this Agreement. In the event of any claims, actions, suits, damages, costs, expenses and liabilities, the Village shall have the right to counsel of its choice in participation of the defense provided such counsel retention will be at the Village's sole cost and expense. The indemnifying party shall, with the written consent of the Village (which shall not be unreasonably withheld), effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the Village from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of the Village.

- C. No Waiver of Tort Immunity Defenses. Nothing contained in this Section 4 or in any other provision of this Agreement, is intended to constitute nor shall constitute a waiver of the defenses available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

#### **Section 5. Term and Termination.**

- A. The term of this Agreement shall commence upon execution of the Agreement and continue until ninety (90) days after the completion of the final Tournament in the second weekend in July 2029, or the satisfaction of all obligations of 3STEP under this Agreement, whichever is later (the "Term").
- B. 3STEP shall have a right to terminate this Agreement without cause, or to cancel an individual Tournament in a given year with ninety (90) days written notice to the Village, delivered to the representative of the Village as indicated in Section 6 below. Should 3STEP terminate the Agreement or cancel a single Tournament less than ninety (90) days prior to a Tournament that is held on each year of the Term, 3STEP shall pay a penalty of five thousand dollars (\$5,000.00) to the Village for this late termination, to account for the Village's expenses incurred in preparation for the Tournament and loss of opportunity for license of the Village Facilities.

#### **Section 6. Miscellaneous Provisions.**

- A. Any notices required to be sent to either party hereto shall be deemed to have been properly sent when personally delivered, when mail postage prepaid to the address of such owner as indicated below at signature hereto, or when delivered by facsimile transmission or when delivered by overnight commercial delivery service. Any notices sent by mail shall be deemed delivered three (3) days after mailing.

If to Village:

Village of Vernon Hills  
290 Evergreen Drive  
Vernon Hills, IL 60061  
Attention: Village Manager

with copy to: \_\_\_\_\_

If to 3STEP:

3STEP SPORTS LLC  
3090 N Lake Terrace  
Glenview, IL 60026  
Attn: Justin Kohl

With a copy to:

Legal Department  
500 Unicorn Park Drive, Floor 5  
Woburn, MA 01801

- B. In the case of a default, the law of the State of Illinois shall apply, and any action shall be brought in Lake County. In the case of a default, the parties hereto can avail themselves of any or all remedies at law or in equity.
- C. This Agreement shall be binding upon the successors of the parties' respective governing boards.
- D. Invalidation of any of the provisions of this Agreement shall in no way affect any other provisions herein contained and such other provisions shall remain in full force and effect.
- E. Each of the parties hereto represents and warrants to the other that execution of this Agreement has been duly authorized by the governing body of such party and that the person signing on behalf of said parties is authorized to execute this document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first written above.

*[Signature page to follow]*

VILLAGE OF VERNON HILLS

By: K. Ting  
Its: Village Manager

ATTEST:  
By: [Signature]  
Its: [Signature]



3STEP SPORTS LLC

By: [Signature]  
Its: VP, OPS

ATTEST:

By: [Signature]  
Its: SVP, Sport

**EXHIBIT A**

**FACILITIES AUTHORIZED TO BE USED DURING THE TOURNAMENT**



**DISTRICT 125  
FIELDS**

**PIN 1509100008  
BOARD OF ED  
H.S. DIST 125**

**PIN 1509200008  
US GOV DEPT.  
OF NAVY**

**PIN 1509200010  
US GOV DEPT. OF  
NAVY**

**PIN 1509200009  
BD OF ED.  
LIBERTYVILLE  
COM H.S. DIST 128**

**DISTRICT 128  
FIELDS**

**PIN 1509200011  
US GOV DEPT. OF  
NAVY**

**PIN 1509200013  
VILLAGE OF  
VERNON HILLS**

**FIELD  
2**

**FIELD  
1**

**FIELD  
3**

**FIELD  
4**

**PIN 1509200012  
VILLAGE OF  
VERNON HILLS**

**FIELD  
5**

**FIELD  
6**

**FIELD  
7**

**FIELD  
8**

**FIELD  
9**

**FIELD  
10**

**FIELD  
11**

**FIELD  
12**

**PIN 1509200005  
LINCOLNSHIRE-PRAIRIE  
VIEW SCHOOL DIST 103**



# Vernon Hills Athletic Complex - EXHIBIT A



**1:5,035**

This exhibit is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

**EXHIBIT B**

FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN THE VILLAGE OF  
VERNON HILLS, THE VERNON HILLS PARK DISTRICT, SMP DEVELOPMENT LLC,  
AND THE VERNON HILLS SOCCER CLUB FOR USE OF FIELDS 10, 11 AND 12 AT THE  
VERNON HILLS ATHLETIC COMPLEX

**VILLAGE OF VERNON HILLS  
RESOLUTION 2025-037**

**A RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE  
LICENSE AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS, THE  
VERNON HILLS PARK DISTRICT, SMP DEVELOPMENT LLC, AND THE VERNON  
HILLS SOCCER CLUB FOR USE OF FIELDS 10, 11, AND 12 AT THE VERNON  
HILLS ATHLETIC COMPLEX**

**WHEREAS**, the Village of Vernon Hills (“Village”), the Vernon Hills Park District, SMP Development LLC, and the Vernon Hills Soccer Club on February 4, 2020 entered into a three-party agreement regarding the use of the turf fields installed by the Village (the “License Agreement”); and

**WHEREAS**, SMP Development LLC (“Assignor”) has sold its interest to 3Step Sports LLC (“Assignee”) on May 20, 2022 and has requested that the Village enter into an assignment in order to allow Assignee to assume Assignor’s rights and obligations under the License Agreement; and

**WHEREAS**, the Village, Assignor, and Assignee wish to amend the License Agreement to memorialize the adjustment of each party’s rights and obligations under the License Agreement.

**NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1: RECITALS:** The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the Village Board of Trustees.

**SECTION 2: EXECUTION OF AGREEMENT:** The Village Board of Trustees hereby authorize and approve the Village Manager to execute A First Amendment to the License Agreement Between the Village of Vernon Hills, the Vernon Hills Park District, SMP Development LLC, and the Vernon Hills Soccer Club for Use of Fields 10, 11, and 12 at the Vernon Hills Athletic Complex, as attached as Exhibit A.

**SECTION 3: EFFECTIVE DATE:** This Resolution shall be in full force and effect from its passage and approval.

*[Signature page to follow]*

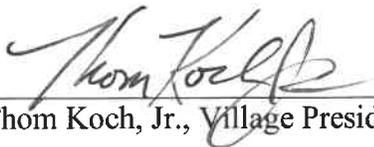
Dated this 8<sup>th</sup> day of July, 2025

Adopted by roll call votes as follows:

AYES: 6 – Forster, Marquardt, Oppenheim, Takaoka, Lundeen, Koch

NAYS: 0 - None

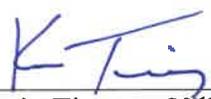
ABSENT AND NOT VOTING: 1 - Schenk

  
Thom Koch, Jr., Village President

PASSED: 07/08/2025

APPROVED: 07/08/2025

ATTEST: 07/08/2025

  
Kevin Timony, Village Clerk



**EXHIBIT A**

*FIRST AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE VILLAGE OF  
VERNON HILLS, THE VERNON HILLS PARK DISTRICT, SMP DEVELOPMENT LLC, AND  
THE VERNON HILLS SOCCER CLUB FOR USE OF FIELDS 10, 11, AND 12 AT THE  
VERNON HILLS ATHLETIC COMPLEX*

**FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS, THE VERNON HILLS PARK DISTRICT, SMP DEVELOPMENT LLC, AND THE VERNON HILLS SOCCER CLUB FOR USE OF FIELDS 10, 11, AND 12 AT THE VERNON HILLS ATHLETIC COMPLEX**

THIS AGREEMENT entered into this 8th day of July, 2025 (the “Effective Date”) by and between the VILLAGE OF VERNON HILLS (“Village” or “Licensor”), an Illinois municipal corporation; Vernon Hills Soccer Club (“VHSC”); 3Step Sports LLC (“Assignee”), Sports Made Personal Development LLC, (“Assignor”), and the Vernon Hills Park District (“Park District”).

The following recitations are incorporated herein and made a part hereof (the “Recitations”):

WHEREAS, the Village of Vernon Hills, County of Lake, State of Illinois is a home rule unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution; and

WHEREAS the Vernon Hills Athletic Complex (“VHAC”) is comprised of multiple fields, depicted on EXHIBIT A attached hereto, with multiple parties engaged in Federal lease agreements related to the parcels including Community High School District 128, Stevenson High School District 125, Lincolnshire Prairie View School District 103, and the Village; and

WHEREAS Assignor, VHSC, and the Park District on February 4, 2020 entered into a three-party agreement regarding the use of the turf fields installed by the Village (the “License Agreement”); and

WHEREAS, the cost to install the Turf Fields was approximately \$2,000,000; and

WHEREAS, Assignor has sold its interest to Assignee on May 20, 2022 (the “Ownership Transfer”), and has requested that the Village enter into an assignment in order to allow Assignee to assume Assignor’s rights and obligations under the License Agreement; and

WHEREAS, the Village, Assignor, and Assignee wish to amend the License Agreement to memorialize the adjustment of each party’s rights and obligations under the License Agreement.

NOW, THEREFORE, in consideration of the Recitations hereinabove and the mutual covenants and conditions below, it is agreed as follows:

**ARTICLE ONE**  
**INCORPORATION OF RECITALS**

The findings, representations, and agreements set forth in the above Recitations are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this Article One, and constitute findings, representations, and agreements of the Village and of Assignee according to the tenor and import of the statements in such Recitations.

**ARTICLE TWO**  
**ASSIGNMENT & ASSUMPTION OF LICENSE AGREEMENT**

As of the Effective Date, the Assignor hereby assigns, conveys, transfers, and sets over to Assignee, its successors, and assigns, all of Assignor's right, title, and interest in, to, and under the License Agreement, together with all licenses and permissions, appurtenant to or related to the License Agreement.

Assignee hereby accepts the foregoing assignment and assumes all of the rights and obligations of Assignor as "Licensee" under the License Agreement accruing from and after the Effective Date, through the end of the Term specified by the License Agreement, and agrees, for the benefit of Assignor, its successors and assigns, and for the benefit of the Village, its successors and assigns, to pay, perform, discharge when due, and otherwise satisfy in due course all of such obligations and liabilities of Assignor under and in accordance with the provisions of the License Agreement.

By countersigning this Agreement, the Village hereby: (a) releases Assignor from the License Agreement, and (b) consents to the assignment set forth herein for all purposes, including pursuant to and in compliance with the terms of the License Agreement and accepts all obligations thereunder as now flowing to Assignee; provided, however, that the Village reserves all rights as to the Assignor relative to all License Agreement matters prior to the Ownership Transfer. The Village shall not seek to excuse any potential failure to perform its obligations to Assignee under the License Agreement based upon any real or alleged failure by Assignor to perform under the License Agreement prior to the Ownership Transfer.

As of the Ownership Transfer, the Village hereby acknowledges and agrees that Assignee shall replace Assignor as a party to the License Agreement and all references to Assignor in the License Agreement shall be interpreted to mean Assignee.

**ARTICLE THREE**  
**AMENDMENTS TO ORIGINAL LICENSE AGREEMENT**

Any terms of the License Agreement that are not expressly amended herein remain valid and in full force and effect. The following terms of the License Agreement are hereby amended as follows:

- 1. Section 1(A) of the License Agreement entitled "Term" is hereby deleted in its entirety and amended to read as follows.**

Licensor hereby licenses to Licensees, for a term of one hundred twenty (120) months commencing August 1, 2020, and terminating July 31, 2030, a non-exclusive license to use the Turf Fields to the extent, at the times and subject to the conditions and requirements set forth in this Agreement and in Exhibit B hereto. At the conclusion of the Term, 3STEP shall have the exclusive option and right of first refusal to renew this License Agreement for three (3) years, ending July 31, 2033, with pricing consistent with what was offered to Licensee during

the Term. Should 3STEP desire to exercise this option, it shall notify the Village in writing no later September 1, 2030.

**2. Section 4(C). of the License Agreement entitled “SMP’s, VHSC’s and Park District’s Responsibilities” is hereby deleted in its entirety and amended to read as follows.**

Payment. Licensee acknowledges that the cost of the field installation exceeded the initial estimates and that the field use charges are below market. The payment schedule must be adjusted as follows for Licensee resulting in Licensee, combined with Licensee’s prior payments, funding \$1,342,500 instead of the original amount of \$900,000. The funding provided thus far and to be provided in the future by VHSC of \$300,000.00, and the Park District of \$75,000.00, will not be amended.

Payment by Licensee shall be made as follows:

**(1) By Licensee.**

Licensee has made payments totaling \$450,000.00 to date. The new payment schedule will be as follows:

<b>Year</b>	<b>Date</b>	<b>Payment</b>
2025	August 1st	\$76,300.00
2026	February 1st	\$79,800.00
2026	August 1st	\$79,800.00
2027	February 1st	\$86,800.00
2027	August 1st	\$86,800.00
2028	February 1st	\$90,300.00
2028	August 1st	\$90,300.00
2029	February 1st	\$97,300.00
2029	August 1st	\$97,300.00
2030	February 1st	\$107,800.00

Payment shall be made to the Village of Vernon Hills by cashier’s check or wire transfer. The Village will endeavor to send a reminder invoice to the Licensee at least 30 days prior to the due date of each installment. Failure of the Village to do so; however, will not relieve Licensee of their obligation(s) to make timely payment. Any installment which remains unpaid on the 6th day following the day on which it is due shall be subject to a late charge in an amount equal to 2% of the delinquent installment.

**(2) Grass Fees, Lighting Costs and Tournament Rentals.**

- a. The lighting costs for Licensee's use of the Turf Fields during the Term have been incorporated into the installment payments pursuant to the new payment schedule in this Section.

VHSC shall pay \$34 per hour for lighting costs of the Turf Fields during the first year of this Agreement, which amount represents the actual cost of providing said lighting. The lighting fee may be increased during the Term if the cost of providing lighting for the Turf Fields increases above \$34 per hour and said increase is supported by a Village commissioned study. 3STEP will not be responsible for the cost for light repairs/rentals when light system is not usable.

- b. If all payments from VHSC due hereunder are timely made, VHSC shall be under no obligation to pay additional grass fees for Recreational or Travel Programs.

(3) Miscellaneous.

- a. Licensor will be responsible for weekly (and/or biweekly) turf cleaning, including emptying trash cans when full.
- b. Licensor will be responsible for providing locks for VHAC gates.
- c. Licensee will not be responsible for the cost for portable bathroom units needed when the VHAC bathroom facilities are closed or otherwise unusable. Licensor agrees to provide such portable bathroom units at its sole cost and expense.
- d. Licensee shall have the right of first refusal for use of the Turf Fields throughout the Term.
- e. Licensor will provide exclusive on-site storage option(s) for Licensee use throughout the Term (minimum of 10 x 10 unit).

**3. Section 6. of the License Agreement entitled "Default" is hereby deleted in its entirety and amended to read as follows.**

- A. During the Term, the License Agreement may be terminated by Licensor if there is a breach by Licensee, including breach of a payment obligation pursuant to Section 4 of this Agreement by Licensee which breach remains uncorrected (a) in the case of any failure to pay Fees when due under Section 4, fourteen (14) days after a written notice of such breach has been provided to defaulting Licensee and (b) in the case of any other breach, forty-five (45) days after a written notice of such breach has been provided to Licensee. In the event of such breach, Licensor shall be entitled to retain all amounts paid by Licensee through the effective date of termination.
- B. During the Term, the License Agreement may be terminated by Licensee if there is a breach by Licensor which remains uncorrected for forty-five (45) days after a written notice of such breach has been provided to Licensor. In the event of such breach, Licensee shall be

entitled to a pro-rated refund of all amounts paid by Licensee based on Licensee's actual use as of the effective date of termination.

- C. In the event that either party to this License Agreement seeks court action in order to enforce its rights under this License Agreement due to a default by the other party, including the Village's rights to terminate this License Agreement, such enforcing party, if successful in its enforcement action by award of a judicial remedy, shall be entitled to payment of its reasonable attorneys' fees and costs by the defaulting party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

VILLAGE OF VERNON HILLS

By: KT  
Its: Village Manager  
Print Name: Kevin Timony  
Date: 7/8/25



ATTEST: [Signature]  
By: [Signature]  
Its: Deputy Clerk  
Print Name: Joy Perry  
Date: 7/8/25

3STEP SPORTS LLC

By: Justin Kohl  
Its: VP, OPS  
Print Name: Justin Kohl  
Date: 8/8/25

ATTEST: [Signature]  
By: [Signature]  
Its: SVP, Sport  
Print Name: David Roth  
Date: 8/8/25

VERNON HILLS SOCCER CLUB

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

entitled to a pro-rated refund of all amounts paid by Licensee based on Licensee's actual use as of the effective date of termination.

- C. In the event that either party to this License Agreement seeks court action in order to enforce its rights under this License Agreement due to a default by the other party, including the Village's rights to terminate this License Agreement, such enforcing party, if successful in its enforcement action by award of a judicial remedy, shall be entitled to payment of its reasonable attorneys' fees and costs by the defaulting party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

VILLAGE OF VERNON HILLS

By: [Signature]  
Its: Village Manager  
Print Name: Kevin Timony  
Date: 7/8/25



ATTEST: [Signature]  
By: [Signature]  
Its: [Signature]  
Print Name: Jon Perry  
Date: 7/8/25

3STEP SPORTS LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

VERNON HILLS SOCCER CLUB

By: [Signature]  
Its: PRESIDENT  
Print Name: PETER KEMPT  
Date: 8/29/25

ATTEST:

By: Andrew Reback  
Its: [Signature]  
Print Name: Andrew REBACK  
Date: 8/29/2025

VERNON HILLS PARK DISTRICT

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

SMP DEVELOPMENT LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

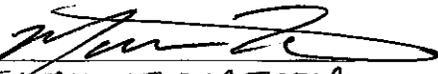
ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

VERNON HILLS PARK DISTRICT

By:   
Its: PARK BOARD PRESIDENT  
Print Name: CAROL SENTE  
Date: JULY 24, 2025

ATTEST:

By:   
Its: EXECUTIVE DIRECTOR  
Print Name: MATTHEW LAPORTE  
Date: JULY 24, 2025

SMP DEVELOPMENT LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

*VERNON HILLS ATHLETIC COMPLEX (VHAC) FIELD MAP*



# Vernon Hills Athletic Complex - EXHIBIT A



1:5,035

**EXHIBIT B**

*FIELD USE SCHEDULE*

