

**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]

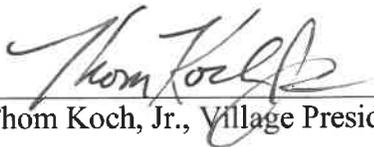
Dated this 8th day of July, 2025

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

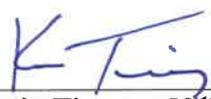

Kevin Timony, Village Clerk



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 ____ 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:

Year	Date	Payment
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: _____
Its: Deputy Clerk
Print Name: Joy Perry
Date: 7/8/25

3STEP SPORTS LLC

By: _____
Its: _____
Print Name: _____
Date: _____

ATTEST:

By: _____
Its: _____
Print Name: _____
Date: _____

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



ATTEST: [Signature]
By: [Signature]
Its: Deputy Clerk
Print Name: Jon Pearson
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: Secretary/Clk
Print Name: JOHN BERNARD
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 Rebeck
Its: President
Print Name: Andrew Rebeck
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: _____

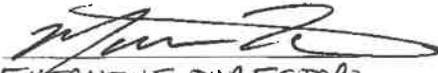
ATTEST:

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

