

AGREEMENT

THIS AGREEMENT (the “Agreement”) entered into this ____ day of _____, 2026, by and between the Village of Poplar Grove, an Illinois municipal corporation (“Poplar Grove”), and the Poplar Grove Lions Charities Inc. a/k/a the Poplar Grove Lions Club, an Illinois not-for-profit corporation (“Lions Club”).

WHEREAS, in June 1989, subject to the terms and conditions of an agreement of the same date (the “1989 Agreement”), the Lions Club gifted and conveyed legal title to a 14.52 acre parcel located in the Village of Poplar Grove, Boone County, Illinois, legally described in Exhibit “A”, attached hereto and incorporated herein by reference (hereinafter the “Premises”), to Poplar Grove.

WHEREAS, the purpose of the transfer of the Premises was to establish a community park to be operated and developed by the Lions Club and for the benefit of the community at large.

WHEREAS, subject to the terms and conditions of the 1989 Agreement, Poplar Grove is now the titled owner of the Premises; and

WHEREAS, Poplar Grove and the Lions Club desire to restate and amend the terms and conditions of the Agreement between the parties in order to continue the cooperative development and maintenance of the Premises.

NOW, THEREFORE, for consideration, and in consideration of the mutual covenants and promises as set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Relationship of the Parties

The parties agree that the Lions Club will consult with Poplar Grove and provide suggestions on continued improvements for the Premises into a community park, subject to the terms and conditions of this Agreement, in any manner that they see reasonably fit and practical. The parties further agree that Poplar Grove will consult with the Lions Club prior to making any capital improvements to the Premises.

2. Term

The initial term of the agreement shall expire effective April 30, 2029. Thereafter, the agreement shall be subject to review and possible renewal every four (4) years, or within one hundred and eighty (**180 days**) of the swearing in of an individual to the office of Village President. The agreement shall continue on a month to month basis, following the end of a term, until a new agreement is executed or until otherwise terminated by the Village.

3. Ownership Defined

Poplar Grove is the titled owner of the Premises, the 14.52 acre parcel that is the subject of this Agreement. Poplar Grove owns the existing structures on the Premises. Poplar Grove must authorize the building or placement of any additional structure on the Premises and must authorize the destruction or substantial change made to any structure.

4. Responsibilities of Poplar Grove

Poplar Grove shall maintain the Premises and provide normal upkeep by providing the following as needed:

- (a) Grass mowing
- (b) Weed control
- (c) Refuse and trash removal
- (d) Maintenance of the following:
 - (i) Parking lots and drives
 - (ii) Concessions building
 - (iii) Rest rooms
 - (iv) Playground equipment
 - (v) Maintenance building

Poplar Grove shall be responsible for enforcing the Rules and Regulations set forth for the Premises in Exhibit "B" attached hereto and incorporated herein by reference and as may be amended from time to time by Village ordinance.

Poplar Grove agrees to reasonably cooperate with The Lions Club relating to any request for records or information stemming from an audit or other requests from the Internal Revenue Service, Illinois Department of Revenue, or other similar agencies even if said cooperation results in more than one request for records or information per calendar year.

5. Responsibilities of the Lions Club

The Lions Club shall provide the following to Poplar Grove:

- (a) An annual accounting of all revenue generated from the Premises, paid to the Lions Club, including but not limited to, funds received for registration fees of athletic teams;
- (b) Insurance certificates as required in Paragraph 12 of this Agreement;
- (c) Notify Poplar Grove of repair needs as soon as practical, but immediately in the event of an emergency; and
- (d) Notify Poplar Grove within 48 hours of non-emergency repair or maintenance issues.
- (e) Lions Club to perform operational repairs to ensure the programs run safely and without interruption.
- (f) Lions Club shall be responsible for scheduling and the establishment of fees charged for all baseball/softball activities, including third party baseball/softball programs.
- (g) In addition to the fees charged by the Lions Club for its baseball/softball activities, the Lions Club will collect a ten dollar (\$10.00) per registered player per season for use of the fields. Payment will be remitted from the Lions Club to the Village once per year remitted by November 1st.

The Lions Club agrees to reasonably cooperate with Poplar Grove relating to any request for records or information stemming from an audit or other requests from the Internal Revenue

Service, Illinois Department of Revenue, or other similar agencies even if said cooperation results in more than one request for records or information per calendar year.

6. Scheduling

In recognition of the contributions to Poplar Grove and surrounding communities and its residents, the Lions Club shall have first choice for scheduling its own Lions Club activities annually. Poplar Grove will advise the Lions Club of the appropriate process for reserving park greenspace and facilities. After receipt of the Lions Club's scheduled activities, Poplar Grove shall be responsible for scheduling of available dates for other individuals and groups, with the exception of third-party baseball which shall be scheduled by Lions Club.

7. Improvements

The Lions Club and Poplar Grove will collaborate to develop the Premises for the benefit of the community under the following provisions:

- (a) Poplar Grove will consider providing funding for improvement projects within the Premises; and
- (b) Poplar Grove will consider joint funding of projects with the Lions Club at the Premises; and
- (c) Any proposed permanent or affixed structure or alteration on the Premises shall be subject to approval of the Village Board of the Village of Poplar Grove.

8. Reservation Fee Structure

Poplar Grove shall be responsible for scheduling and the establishment of fees charged for the use of the Greenspace and Pavillion. Poplar Grove shall adopt the fee schedule by Village ordinance. Fees will be applied equally to all like users of the Premises. If Lions Club collects the usage fee, from any third party, that fee, charged by the Village, shall be remitted from the Lions Club to the Village within thirty (30) days after the event.

9. Assignment of Agreement

Without the prior, express, and written consent of the other party, which shall not be unreasonably withheld, neither party shall assign this Agreement to any third party.

10. Permitted Uses

- (a) **Rentals.** The Lions Club may manage the rental of a structure, athletic field or court, or area of the Premises, implementing the Reservation Fee Structure outlined in Paragraph 8 of this Agreement and adopted by Poplar Grove.
- (b) **Concession Stand.** During baseball/softball programs scheduled by the Lions Club, the Lions Club shall have use of the Concession Stand. Such use shall be consistent with the needs of selling concessions for Lions Club programs.

11. Restricted Activities

- (a) **Dangerous Materials.** The Lions Club shall not store or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company. For the purposes of this provision, gas, oil, cleaning supplies and other supplies necessary for the ordinary maintenance of the Premises and its facilities shall not be considered dangerous materials.
- (b) **Alteration.** The Lions Club shall not alter existing structures or spaces on Premises. This includes affixing items to structures without the approval of the Village Board of the Village of Poplar Grove with the exception of seasonal league sponsorship banners and signage.

12. Insurance

- (a) The Lions Club shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000.00). In addition, the Lions Club shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000.00); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000.00); and all risk property insurance covering all personal property of The Lions Club for full replacement value. The Lions Club shall provide Poplar Grove with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Agreement and shall name Poplar Grove as an additional insured on the policy. The Lions Club agrees to refrain from taking any action that would jeopardize Poplar Grove's ability to insure the Premises.
- (b) Poplar Grove shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000.00). In addition, to the extent required by law, Poplar Grove shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000.00). Poplar Grove shall provide the Lions Club with evidence of such insurance in the form of a certificate of insurance upon the initiation of this Agreement and throughout the Term of this Agreement.

13. Termination

This Agreement may be terminated before its expiration if:

- (a) Both parties agree, in writing, to terminate the Agreement; or

- (b) Either party is dissolved and assignment of the Agreement to a third party is not possible under the provisions of Paragraph 7.

Upon termination, each party shall have no further rights or obligations as set forth in this Agreement.

14. Binding Effect

The covenants and conditions contained in this Agreement shall apply to and bind the heirs, legal representatives, and assigns of the parties, and all covenants are to be construed as conditions of this Agreement.

15. Governing Law

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

16. Entire Agreement

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

17. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

18. Notices

Any notices required or desired to be given under this Agreement shall be deemed to have been sufficiently given to either party when delivered via USPS, UPS, or FedEx with signature confirmation.

Notice to Poplar Grove shall be sent to: Village President
Village of Poplar Grove
200 N. Hill Street
Poplar Grove, IL 61065

Notice to the Lions Club shall be sent to: Poplar Grove Lions Club
P.O. Box 305
Poplar Grove, IL 61065

19. Survival of Provisions

If any of the provisions of this instrument are invalid with any statute or rule of law of the State of

Illinois or of any judicial district in which it may be so brought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict herewith, however, the remainder of this instrument and any other application of such provision shall not be affected hereby.

20. Venue of Actions

The parties hereto mutually covenant and agree that any and all suits for any and every breach of this Agreement shall be instituted and maintained in any court of competent jurisdiction in Boone County, Illinois.

21. Jurisdiction

All parties hereto hereby agree, consent and submit to the jurisdiction of the courts of the State of Illinois relative to any and all suits, claims, causes of action, interpretation of damages and any other judicial proceedings that may arise out of the performance of and/or enforcement of this Agreement.

22. Waiver of Right to Change Venue

The parties hereto acknowledge that this Agreement is executed in Poplar Grove, Illinois, and also acknowledge that they have agreed that any and all proceedings and/or actions pertaining to this Agreement shall be instituted, prosecuted and defended in the courts of Boone County, Illinois, and therefore, both Poplar Gove and the Lions Club, hereby waive their respective rights to a change of venue.

23. Use of Headings

The Article, Section and Clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. Counterparts

This Agreement may be executed in two or more counterparts, and all such counterparts shall constitute one and the same instrument provided all counterparts are provided to both parties and identified as part of this Agreement before the signed date of this Agreement.

25. Amendments, Modifications

Except as otherwise provided for herein, this Agreement may not be amended, modified, or terminated, nor any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the parties hereto.

IN WITNESS WHEREOF, THE PARTIES HERETO ARE DULY AUTHORIZED TO SIGN AND HAVE SIGNED THIS AGREEMENT ON THIS THE _____ DAY OF _____, 2025, AND BY DOING SO HAVE ACKNOWLEDGED THAT THEY HAVE READ THE FOREGOING DOCUMENT IN ITS ENTIRETY AND ACKNOWLEDGE THAT THE SAME IS A LEGALLY BINDING AGREEMENT, AND THAT THEY HAVE EXECUTED THE SAME AS THEIR

OWN FREE AND VOLUNTARY ACT AND DO CONSENT TO AND ACKNOWLEDGE THE TERMS AND CONDITIONS HEREIN.

VILLAGE OF POPLAR GROVE:

ITS PRESIDENT

ATTEST:

CLERK

**POPLAR GROVE LIONS CHARITIES INC.
a/k/a POPLAR GROVE LIONS CLUB:**

BY: _____
ITS: _____

DRAFT

EXHIBIT A—LEGAL DESCRIPTION

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EXHIBIT B

PARK RULES AND REGULATIONS:

It shall be unlawful to **(except as otherwise authorized by the partnership agreement between the Village and the Poplar Grove Lions Club)**: (Ord. 372, 1981)

- A) Have pets on the grounds of Lions Park and unleashed pets on any of the other parks, which the village may have jurisdiction over. (Ord. 561, 3-11-2002)
- (1) This section shall not apply to any service animal which is being used to assist a blind, deaf; or mobility-impaired person, provided that the service animal has adequate identification that it is a service animal.
- B) Horseback ride.
- C) Build fires in any area other than designated.
- D) Camp.
- E) Operate motorized vehicles on any of the park property other than on the roadway.
- F) Harm, remove or disturb any building equipment, sign, marker, or structure.
- G) Cause excessive noise as to disturb others.
- H) Possess any of the following items on park property: glass containers (other than what is necessary to provide immediate medical treatment), firearms, air guns, blow guns, bows and arrows, crossbows, spears, or fixed/locking knives over 3” in length.
- I) Throw, cast, lay or place any rubbish, paper, garbage or refuse matter of any kind in or upon Lions Park other than in refuse containers.
- J) Damage, cut, break or in any way injure or deface any tree, shrub, plant, flower, or turf in the park premises.
- K) Be present in the park from ten o’clock (10:00) P.M. to six o’clock (6:00) A.M.
- L) Sell or distribute alcoholic beverages without permission from the village board of trustees and upon supplying proper dramshop coverage. (Ord. 372, 1981)
- M) Utilize the park for any organized activity, for-profit pursuit, event, or gathering without a reservation, completed rental agreement, and deposit as defined by the fee structure and/or village ordinance.

PENALTIES

Eviction. Any person or organization violating any of the provisions of this chapter may be forthwith evicted from Lions Park.

Penalty. Any person or organization violating any of the provisions of this chapter shall, upon conviction, pay a fine of not less than \$50.00 nor more than the maximum allowed by law.

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