

## FIRST AMENDED AGREEMENT

THIS AGREEMENT (the "Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, 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 an eight (8) 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. Continued Development Rights**

The Lions Club shall continue to retain the right to develop and improve 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.

### 2. Term

The initial term of the agreement shall expire effective April 30, 2025. Thereafter, the agreement shall be renewed every four years, or within sixty (60) days of the swearing in of an individual to the office of Village President.

### ~~2. Term~~

~~The initial term of this Agreement shall be for twenty five (25) years. This Agreement shall be automatically renewed for successive periods of 25 years unless:~~

- ~~(a) the Lions Club notifies Poplar Grove of termination, in writing, at least 60 days before the end of the term, in which case this Agreement shall terminate upon the expiry of the applicable term; or~~
- ~~(b) otherwise terminated pursuant to the terms contained in this Agreement.~~

**23. Responsibilities of Poplar Grove**

Poplar Grove shall maintain the Premises by providing the following as needed:

- (a) Grass mowing
- (b) Weed control
- (c) Maintenance of parking lots and drives
- (d) Refuse and trash removal

**43. Responsibilities of the Lions Club**

The Lions Club shall provide normal upkeep of the following appurtenances at the Premises:

- (a) Concessions
- (b) Rest rooms
- (c) Playground equipment
- (d) Maintenance building

**54. Scheduling**

In recognition of the contributions to Poplar Grove and surrounding communities and its residences, the Lions Club shall have first choice for scheduling activities and the dates of events. The Lions Club will advise Poplar Grove of the appropriate contact for reserving park space and facilities.

**65. Improvements**

The Lions Club and Poplar Grove will collaborate to develop the Premises to 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 permanent structure that either party hereto contemplates building on the Premises subsequent to the date of this Agreement shall be approved and agreed to in writing by both parties.

**76. Reservation Fee Structure**

The Lions Club ~~may develop a reservation fee structure for use of facilities at the Premises which will supersede and/or be in addition to any fees imposed and~~ Poplar Grove agree to cooperate in the establishment of fees charged for the use of the Premises. ~~Poplar Grove shall adopt the fee schedule by Village ordinance, and codify fees charged for use of the Premises in a by Poplar Grove village ordinance.~~ Fees will be applied equally to all like users of the Premises. At the request of Poplar Grove, the Lions shall provide Poplar Grove with a copy of the financial records accounting for money collected and expended on the Premises. The format of the records and information to be provided shall be in the same manner as ordinarily kept and maintained by the Lions Club. Poplar Grove's request for

records shall be limited to once per calendar year. Both parties agree to reasonably cooperate with each other 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.

**87. 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.

**98. 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.

**109. Insurance**

The Premises shall, at all times, pursuant to this Agreement, be the property of Poplar Grove and shall be covered under Poplar Grove’s liability insurance policy. ~~Poplar Grove shall name the Lions Club as an additional insured on the insurance policy covering the Premises and provide the Lions Club with proof of insurance on an annual basis.~~—The Lions Club agrees to refrain from taking any action that would jeopardize Poplar Grove’s ability to insure the Premises.

**110. Termination**

This Agreement may be terminated before its expiry 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 8.

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

**1112. 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.

**123. 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.

**134. 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.

**145. 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.

**156. 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice to the Lions Club shall be sent to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**167. 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.

**178. 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.

**189. 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.

**2019. 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.

**201. 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.

**212. 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.

**223. 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 \_\_\_\_\_, 2021, 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:**

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

\_\_\_\_\_  
ITS PRESIDENT

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

## **PARK RULES AND REGULATIONS:**

It shall be unlawful to: (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.