

AGREEMENT

This agreement made this _____ day of December, 2015 by and between: Poplar Grove Lions Club, an Illinois non-profit corporation, having it's principle office in Poplar Grove, Boone County, Illinois (hereinafter "Lions Club")

and

Village of Poplar Grove, Boone County, Illinois, a municipal corporation (hereinafter "Poplar Grove")

Recitals

Lions Club is currently the owner of an eight (8) acre parcel legally described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter the "Premises").

The Lions Clubs purpose for acquisition to the premises was to develop a park for their uses and the uses of the community at large.

The Lions Club has indicated willingness to convey legal title to Poplar Grove, subject to terms and conditions and understanding between the Lions Club and Poplar Grove as to their various rights and responsibilities in and to the premises.

Agreement

Therefore, in consideration of the mutual promises and undertakings of the parties it is agreed as follows:

1. With collaboration and approval of the Village Board, the Lions Club may develop the premises that is deemed to be beneficial to the park and community by the Village Board and the Lions Club.
2. The Village agrees to provide the following maintenance functions at Lions Park.
 - a. Mowing of all grass in Lion's Park.
 - b. At least (2) two applications of weed control per growing season.

The Lions Club will be responsible for maintenance of all structures (concessions, rest rooms, playground equipment, maintenance building) in Lions Park. The Lions Club will be responsible for any additional structures or amenities that may be added to the park in the future.

3. The Village will consider providing funding for improvement projects within Lions Park. Equally, the Village will consider joint funding of projects with the Lions Club at Lions Park. However, these considerations are best planned in accordance within Village annual budget process as approved by the Village Board of Trustees. The Village will consider adding useable park space and infrastructure improvements as is financially available.

4. Any 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.
5. The Village agrees to insure the premises. The Lions Club agrees to maintain the park in such a manner that is acceptable to the Villages liability insurance carrier.
6. The Lions Club has the authority to reserve park space and facilities. The Lions Club will advise the Village of the appropriate contact for reserving park space, fee schedules, and facilities available.
7. The Lions Club will define a fee structure for use of park facilities. The fee structure will be applied equally to all users of Lions Park facilities. A published fee structure will be shared with the Village and updated as necessary.
8. A scheduled revisit of this agreement will be conducted (5) five years from the signing of this agreement. If the need to revisit this agreement by either party within the (5) five year period is needed, both parties must mutually agree in writing to meet before the scheduled (5) five year period.

IN WITNESS WHEREOF, the parties have caused these presence to be executed by their duly authorized officers pursuant to authority granted pursuant to law.

THE POPLAR GROVE LIONS CLUB, INC. a non-profit organization by:

President

Attest:

Secretary

THE VILLAGE OF POPLAR GROVE, a corporate municipal authority in Boone County, Illinois by:

President

Attest:

Clerk