

## **Agreement**

This agreement made this \_\_\_\_\_ day of December, 2014 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 "Village")

## **Recitals**

Whereas, Lions Club previously conveyed the legal title to 8+ acres of real estate to Poplar Grove in 1989.

Whereas, since 1989 the Lions Club developed and manufactured the real estate with the consent of Poplar Grove.

Whereas, the Parties wish to clarify the responsibilities of the Parties in the future.

Whereas, the Parties consent to the terms of the June 1989 agreement (Exhibit A) remaining in full force and effect.

## **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 continue to develop the premises that is deemed to be beneficial to the park and community.
2. The village agrees to provide the following maintenance functions at Lions Park
  - a. Mowing of all grass in Lion's Park.
  - b. Apply at least (2) two application of weed control per growing season.

- c. 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.
3. The Village will consider but not be legally obligated to provide funding for improvement projects within Lions Park. Further, the Village will consider, but not be legally obligated joint funding of projects with the Lions Club at Lions Park. The Village will also consider adding useable park space and infrastructure improvements as is available within any approved budget for the Village.
4. Any structure that either party hereto contemplates building on the property subsequent to the date of this agreement shall be approved and agreed to in writing by both parties prior to the commencement of construction.
5. The village agrees to insure the premises at its sole expense. The Lions Club agrees to maintain the park and at a minimum 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 and facilities.
7. The Lions Club will define a fee structure for use of park facilities. The fees collected will be used by the Lions Club for upkeep and maintenance of the ball fields, including dragging infields, marking foul lines, etc. The Village does not collect any of the fees collected.
8. This agreement shall remain in full force and effect (5) years from the date 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