

**AGREEMENT
BETWEEN THE VILLAGE OF DEER PARK
AND THE VEHE FARM FOUNDATION**

This Agreement ("Agreement") is made this _____ day of _____, 2008, by and between the Village of Deer Park, Illinois, a municipal corporation (the "Village") and the Vehe Farm Foundation, an Illinois not-for-profit corporation (the "Foundation").

RECITALS

A. The Village is the owner of a 14-acre tract of land on Cuba Road commonly known as the Vehe Farm. Such land is improved with a building formerly used as a residence and now used as Village offices ("Village Hall"), a building formerly used as a barn and now used for Village Board meetings and other community events (the "Barn"), and various farm out-buildings. The land and improvements thereon are referred to herein as the "Property."

B. The Village caused the Foundation to be incorporated on July 27, 2000. At the behest of the Village, the Foundation studied potential uses for the Property and made recommendations to the Village in that regard. The uses recommended by the Foundation for the Property, which have been approved by the Village, are aimed at providing the public with a visual and interactive experience featuring restored prairie areas, exhibits on the history of farming, community recreation, and restoration of the main barn to serve as a cultural center and multi-purpose building.

C. The Village desires the Foundation to serve as the steward of the Property, for the benefit of the community.

D. The Village and the Foundation desire to enter into this Agreement to set forth the responsibilities of both parties as owner and steward of the Property, respectively.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the Recitals, which by this reference are incorporated herein, the parties do agree as follows:

1. Foundation Stewardship. The Foundation is the steward for the Property. However, in such role as steward, all actions taken by the Foundation with respect to the Property shall be approved by the Village in accordance with this Agreement.

2. Village Responsibilities.

A. The Village shall own, operate and maintain the entire Property, including but not limited to the Village Hall, the Barn, outbuildings, parking lots, driveways, walking paths, windmill, ponds, prairies, vegetation and active play areas, and may make any part of the Property open to the public on such terms and conditions as the Village Board may determine, including by rental for a fee paid to the Village or as the Village Board may direct.

B. The Village shall own and maintain all fixtures, furniture and equipment on the Property, including any permanent exhibits, but not including any temporary exhibit which is owned by the Foundation or any third party. The Village shall maintain any personal property within its custody and control on permanent loan, in accordance with the terms of any applicable loan agreement.

C. The Village shall annually consider any budget proposal submitted by the Foundation and may allocate such Village funds as it deems appropriate for operating expenses, programs and projects proposed by the Foundation. The Village shall pay to the Foundation monthly, or as the parties may otherwise agree, expenses within the approved budget. Failure of the Village to make payment to the Foundation for an expense, program or project within the approved budget shall relieve the Foundation from any duty to incur the expense or carry out the program or project.

D. The Village grants to the Foundation, its officers, directors and members, access to the Property and to such buildings as the Village President or Village Administrator shall determine, to enable the Foundation to perform its stewardship responsibilities.

E. The Village shall include the Foundation as an additional named insured on any Village insurance policy covering the Property.

3. Foundation Responsibilities

A. The Foundation shall provide planning and program development services to the Village regarding the use and development of the Property, and shall advise the Village on any issues involving the historical integrity of the Property, all consistent with the Foundation Goals and Objectives set forth in Exhibit A hereto.

B. The Foundation may annually submit to the Village a proposed budget for funds to be allocated to operating expenses, programs, projects, use and development of the Property.

C. The Foundation shall keep in place a policy of comprehensive general liability insurance naming the Village as an additional insured, directors and officers insurance and a fiduciary bond covering any officer who has access to funds provided by the Village.

D. The Foundation shall annually, and at such other times as the Village Board may reasonably direct, provide to the Village an accounting of revenues received from the Village or any other governmental agency, and of the expenditure of such revenues. The Foundation shall not be required to account to the Village for any funds received from private source.

4. Indemnification and Release. The Foundation and any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the

fact that he or she is or was a Director, Officer, employee or agent of the Foundation, or is or was serving at the request of the Foundation as a Director, Officer, employee or agent of the Foundation, or is or was serving at the request of the Foundation as a Director, Officer, employee or agent of another Foundation, partnership, joint venture, trust or other enterprise shall be indemnified by the Village against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Foundation, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. Indemnification shall not extend to any loss or injury proximately caused by the fraud, intentional tort or willful and wanton conduct. The Village hereby releases the Foundation, its officers, directors and members from any claim of loss or injury arising out of any sanctioned activity by the Foundation on the Property.

5. Remedies. The sole remedy for breach of this Agreement shall be termination of the Agreement.

6. Notices. Any notice hereunder shall be in writing and delivered by hand or messenger as follows:

If to the Village:

Village of Deer Park
23680 W. Cuba Road
Deer Park, Illinois 60010
Attention: Village Administrator
If to the Foundation:

Vehe Farm Foundation
23570 W. Cuba Road
Deer Park, Illinois 60010
Attention: President

Notices shall be deemed delivered upon the date of actual delivery.

7. Successors and Assigns. The rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

8. Choice of Law. This Agreement shall be construed under the laws of the State of Illinois. All venue shall reside in Lake County, Illinois.

9. Term. This Agreement shall be effective February 6, 2008 and shall remain in force for a period of five (5) years.

In Witness Whereof, the parties have executed this Agreement effective the date first written above.

VILLAGE OF DEER PARK

By _____
H. Scott Gifford
Village President

Attest:

Susan Meyle
Village Clerk

VEHE FARM FOUNDATION

By _____
Pat Winkelman
President

Attest:

Secretary

EXHIBIT A

Vehe Farm Foundation — Goals for Fiscal Years 2008 Through 2013

These are the recommended goals for the Foundation. Discussion with the Village regarding prioritization, funding, and approval will be done as part of the FY2008-2009 budget discussion.

Description of Goals for Vehe Farm Foundation
<i>Responsibility: Strategic Planning</i>
Recommend to the Village a 5- to 10-year strategic plan for the future development of Vehe Farm that approaches the original site plan, prioritizes needs, and is financially viable for the Village. Actively involve the Village in the development and ongoing execution of the plan.
Provide recommended Village and Foundation budget allocations for Vehe Farm-related line item expenditures.
<i>Responsibility: Capital Improvement Planning/Management</i>
Develop a plan for the restoration of the outbuildings for public use. To include recommended construction plan and timetable, estimated costs, and recommendation on how to obtain funding.
Develop a plan for the installation of the interior paths, making all paths (prairie and interior) handicapped accessible, and the inclusion of bench/hardscape elements. Include recommended design, construction plan, timetable, and estimated costs and recommendation on how to obtain funding.
Recommend programming of education/museum space and supporting interior design of the space.
Install a tot lot.
Install a wetland bridge.
Install educational kiosks along the paths and the bridge.
Convert one outbuilding to seasonal exhibit space for farming artifacts that have been donated to the Foundation; restore artifacts for exhibit purposes.
<i>Responsibility: Publicizing Vehe Farm as a Community Park</i>
Develop a program for publicizing Vehe Farm's recreational facilities, including the enhancement of electronic information on Vehe Farm activities.
Publicize partnerships with area organizations and encourage community volunteerism through Vehe Farm website.
Recommend to the Village a community park sign on Cuba Road that identifies the various recreational activities available at Vehe Farm (design/cost/location).
<i>Responsibility: Networking and Partnership Development</i>
Expand existing partnerships and programming (CFC, IDNR, ISGST, Little Garden Club of Barrington, Lake Country Farm Heritage Association, Health World, and local Scouts.)

Description of Goals for Vehe Farm Foundation

Develop new partnerships and programming with Cultural Arts Connection; Field and Garden Club; Prairie Woods Audubon Society; Chicago Wilderness; area historical societies; and school organizations.

Establish a "Leave No Child Indoor" program.

Continue efforts to raise awareness of Vehe Farm's educational, recreational, and historical value to the broad community.

Responsibility: Natural Grounds Development

Develop a recommended 1- to 10-year tree planting program and an annual maintenance plan.

Focus efforts on the restoration and site plan development of the Property's southwest corner.

Develop an interactive, outdoor program that educates children about the growing of farm produce.

Responsibility: Grant, Private Donation, and Fundraising Development

Maintain 501(c)3 status.

Develop a resource focused on grant identification and application.

Develop a Foundation-sponsored memorial-gifting program to support site plan elements.

Develop fundraising activities to support project-specific efforts at Vehe Farm.

EXHIBIT A

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Provide recommended Village and Foundation budget allocations for Vehe Farm-related line item expenditures.
<i>Responsibility: Capital Improvement Planning/Management</i>
Develop a plan for the restoration of the outbuildings for public use. To include recommended construction plan and timetable, estimated costs, and recommendation on how to obtain funding.
Develop a plan for the installation of the interior paths, making all paths (prairie and interior) handicapped accessible, and the inclusion of bench/hardscape elements. Include recommended design, construction plan, timetable, and estimated costs and recommendation on how to obtain funding.
Recommend programming of education/museum space and supporting interior design of the space.
Install a tot lot.
Install a wetland bridge.
Install educational kiosks along the paths and the bridge.
Convert one outbuilding to seasonal exhibit space for farming artifacts that have been donated to the Foundation; restore artifacts for exhibit purposes.
<i>Responsibility: Publicizing Vehe Farm as a Community Park</i>
Develop a program for publicizing Vehe Farm's recreational facilities, including the enhancement of electronic information on Vehe Farm activities.
Publicize partnerships with area organizations and encourage community volunteerism through Vehe Farm website.
Recommend to the Village a community park sign on Cuba Road that identifies the various recreational activities available at Vehe Farm (design/cost/location).
<i>Responsibility: Networking and Partnership Development</i>
Expand existing partnerships and programming (CFC, IDNR, ISGST, Little Garden Club of Barrington, Lake Country Farm Heritage Association, Health World, and local Scouts.)

Vehe Farm Foundation — Goals for FY2008–2009

These are the recommended FY2008-2009 goals for the Foundation. Discussion with the Village regarding prioritization, funding, and approval will be done as part of the FY2008-2009 budget discussion.

Description of Goals for Vehe Farm Foundation	Year
<i>Responsibility: Strategic Planning</i>	
Recommend to the Village a 5- to 10-year strategic plan for the future development of Vehe Farm that approaches the original site plan, prioritizes needs, and is financially viable for the Village. Actively involve the Village in the development and ongoing execution of the plan.	Begin dialogue with Village in February 2008, and ongoing over the 5-year period
Provide recommended Village and Foundation budget allocations for Vehe Farm-related line item expenditures.	February 2008 and ongoing over the 5-year period
<i>Responsibility: Capital Improvement Planning/Management</i>	
Develop a plan for the restoration of the outbuildings for public use. To include recommended construction plan and timetable, estimated costs, and recommendation on how to obtain funding.	FY2008-2009
Develop a plan for the installation of the interior paths, making all paths (prairie and interior) handicapped accessible, and the inclusion of bench/hardscape elements. Include recommended design, construction plan, timetable, and estimated costs and recommendation on how to obtain funding.	FY2008-2009

Description of Goals for Vehe Farm Foundation	Year
<i>Responsibility: Policy Oversight—Vehe Farm Vision Statement, Historical Integrity, and Communications Design Elements</i>	
Together with the Village Office, recommend a policy on facility usage for community, residential, and commercial purposes.	FY2008-2009
Recommend cohesive design elements for use in Vehe Farm communications produced by the Village Office and the Foundation.	FY2008-2009
Recommend exterior and interior building design standards that maintain the historical integrity of Vehe Farm.	FY2008-2009
<i>Responsibility: Publicizing Vehe Farm as a Community Park</i>	
Develop a program for publicizing Vehe Farm’s recreational facilities, including the enhancement of electronic information on Vehe Farm activities.	FY2008-2009, ongoing
Publicize partnerships with area organizations and encourage community volunteerism through Vehe Farm website.	FY2008-2009, ongoing
<i>Responsibility: Networking and Partnership Development</i>	
Expand existing partnerships and programming (CFC, IDNR, ISGST, Little Garden Club of Barrington, Lake Country Farm Heritage Association, Health World, and local Scouts.)	FY2008-2009, ongoing
Develop new partnerships and programming with Cultural Arts Connection; Field and Garden Club; Prairie Woods Audubon Society; Chicago Wilderness; area historical societies; and school organizations.	FY2008-2009, ongoing

Description of Goals for Vehe Farm Foundation	Year
Establish a "Leave No Child Indoor" program.	FY2008-2009, ongoing
Continue efforts to raise awareness of Vehe Farm's educational, recreational, and historical value to the broad community.	FY2008-2009, ongoing
<i>Responsibility: Natural Grounds Development</i>	
Develop a recommended 1- to 10-year tree planting program and an annual maintenance plan.	FY2008-2009, ongoing
Focus efforts on the restoration and site plan development of the Property's southwest corner.	FY2008-2009
<i>Responsibility: Grant, Private Donation, and Fundraising Development</i>	
Maintain 501(c)3 status.	FY2008-2009, ongoing
Develop a resource focused on grant identification and application.	FY2008-2009, ongoing

Vehe Farm Foundation — Future Goals Not Listed Above

Description of Goals for Vehe Farm Foundation	Year
<i>Responsibility: Capital Improvement Planning/Management</i>	
Recommend programming of education/museum space and supporting interior design of the space.	FY2009-2010
Install a tot lot.	FY2010-2011
Install a wetland bridge.	FY2011-2012
Install educational kiosks along the paths and the bridge.	FY2012-2013
Convert one outbuilding to seasonal exhibit space for farming artifacts that have been donated to the Foundation; restore artifacts for exhibit purposes.	FY2011-2012
<i>Responsibility: Publicizing Vehe Farm as a Community Park</i>	
Recommend to the Village a community park sign on Cuba Road that identifies the various recreational activities available at Vehe Farm (design/cost/location).	FY2009-2010
<i>Responsibility: Natural Grounds Development</i>	
Develop an interactive, outdoor program that educates children about the growing of farm produce.	FY2010-2011

Description of Goals for Vehe Farm Foundation	Year
<i>Responsibility: Grant, Private Donation, and Fundraising Development</i>	
Develop a Foundation-sponsored memorial-gifting program to support site plan elements.	FY2009-2010
Develop fundraising activities to support project-specific efforts at Vehe Farm.	FY2009-2010