

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF PEORIA  
AND  
THE PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, ILLINOIS  
FOR THE FURTHER DEVELOPMENT OF THE TAWNY OAKS & SINGING WOODS  
PROPERTY**

**THIS AGREEMENT** ("Agreement") is made and entered into on, and is effective as of, the \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the **CITY OF PEORIA** ("City") an Illinois home rule municipal corporation; and the **PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA** ("Park District"), an Illinois Park District.

**WITNESSETH:**

**WHEREAS**, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois of 1970, together with the powers and authority granted to the parties under the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) the parties hereto have the authority to enter into this Agreement for the purposes hereinafter set forth;

**WHEREAS**, it is in the best interests of the health, safety and welfare of the residents of the City and the Park District that the understandings and obligations herein set forth be established and performed;

**WHEREAS**, it is the desire and intent of the parties to subdivide the Raistrick Property (ID 09-08-400-019);

**WHEREAS**, the City has subdivision jurisdiction over the property as the property is within one and one-half mile of the City corporate boundary;

**WHEREAS**, the requested subdivision of the land is to enable the expansion of the Tawny Oaks & Singing Woods park development and will not be further developed;

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. Subdivision of Parcel 09-08-400-019**

- A. The City shall administratively approve a Survey Plat enabling parcel 09-08-400-019 to be subdivided into two parcels.
  - I. Tract one shall be approximately 5.4 acres in size;
  - II. Tract two shall be approximately 9 acres in size.
  - III. Tract two shall be owned by the Park District and shall not be developed for non-park district uses;
  - IV. Tract one shall be privately owned.

2. **Miscellaneous.**

A. **Time of the Essence.** Time shall be of the essence of each and every covenant and condition contained herein.

B. **Reasonability/Good Faith.** Whenever any approval or consent of either the City or the Park District or any of its departments, officials or employees, is called for under this Agreement, such approval shall not be unreasonably withheld or delayed. In the course of the conduct of the parties hereto with respect to each other in the performance of this Agreement, each party agrees that the actions of such party shall be conducted reasonably, in good faith and with due diligence and best efforts.

C. **Notices.** Except as otherwise provided herein, all demands, notices or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered in person, sent by confirmed telecopy, or deposited in the United States Mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, to the address specified below:

If to the City:	City of Peoria Attn: City Clerk 419 Fulton Street Peoria, IL 61602
With copy to:	City of Peoria Attn: Legal Department 419 Fulton Street Peoria, IL 61602
If to the Park District:	Peoria Park District Attn: Executive Director 1125 W Lake Street Peoria, IL 61614

Either party may from time to time change its notice address or addresses by written notice to the other party at the then current mailing address of the other party in accordance with the provision for notice as set forth in this paragraph.

D. **Mutual Assistance.** Each of the parties agrees to mutually assist and cooperate with the other in effectuating the spirit and intent hereof, and in that regard, each party agrees to execute any and all documentation and take any and all actions as may be reasonably appropriate or required in connection therewith.

E. **Counterparts.** This Agreement may be executed in counterparts and, in such case; each counterpart shall serve as an original of this Agreement.

F. **Opportunity to Cure Default.** Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify in writing the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining party within thirty (30) days after receipt of such notice or such other amount of time to which the parties may agree in writing.

G. **Amendment.** This Agreement and any exhibits attached hereto may be amended only by the mutual consent of the parties provided through the adoption by each party of an ordinance or resolution approving said amendment as provided by law, and by the execution of a written amendment by the parties.

H. **Severability.** If any provision of this Agreement or its application to any person, entity or Property is held invalid or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intentions of the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

**CITY OF PEORIA, an Illinois Municipal Corporation**

**PLEASURE DRIVEWAY AND PARK DISTRICT OF PEORIA, an Illinois Park District**

By:

By:

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Its: City Manager

Its:

Attest:

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City Clerk

Legal Department:

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Community Development Department: