

**INTERGOVERNMENTAL AGREEMENT 25-\_\_\_ BETWEEN THE FOREST PRESERVE DISTRICT OF WILL COUNTY AND VILLAGE OF ROMEOVILLE REGARDING LAND PRESERVATION OPPORTUNITY IN THE DESPLAINES RIVER WATERSHED (525 E. ROMEO ROAD)**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) by and between the FOREST PRESERVE DISTRICT OF WILL COUNTY (“FOREST PRESERVE”), the VILLAGE OF ROMEOVILLE (“VILLAGE”), collectively (“PARTIES”) and individually (“PARTY”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESSETH

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.) authorize units of local government to contract or otherwise associate among themselves to obtain or share services, do, exercise, combine or transfer any power or function in any manner not prohibited by law to use their credit, revenues, and other reserves to pay costs and to service debt related to intergovernmental activities.

**WHEREAS**, the VILLAGE is a municipal corporation and unit of local government with powers and authority granted pursuant to the Illinois Municipal Code; and

**WHEREAS**, the FOREST PRESERVE is a body corporate and politic with powers and authority granted pursuant to the Downstate Forest Preserve Act (70 ILCS 805 et. seq.); and

**WHEREAS**, the PARTIES collaborate from time to time on matters of mutual concern, including but not limited to land acquisitions; and

**WHEREAS**, the PARTIES have identified the parcel having a common address of 525 E. Romeo Road, Romeoville as a parcel for acquisition due to its proximity to other land holdings of FOREST PRESERVE; and

**WHEREAS**, FOREST PRESERVE and the VILLAGE desire to enter into this Intergovernmental Agreement to outline the financial and operational responsibilities of each PARTY.

**NOW THEREFORE**, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARTIES agree as follows:

1. **INCORPORATION OF RECITALS**

The above recitals are incorporated herein as though fully set forth.

2. **PARTY RESPONSIBILITIES**

***VILLAGE OF ROMEOVILLE:***

2.01 The VILLAGE agrees to purchase the parcel having a common address of 525 E. Romeo Road, Romeoville for a price of \$150,000 and bear all associated closing costs and legal fees.

2.02 The VILLAGE agrees to obtain a survey, title and legal description of 525 E. Romeo Road, Romeoville.

2.03 The VILLAGE agrees to convey 525 E. Romeo Road, Romeoville to the FOREST PRESERVE within thirty (30) days after its receipt of the recorded copy of the deed by which it acquires the said 525 E. Romeo Road, Romeoville.

***FOREST PRESERVE:***

2.05 The FOREST PRESERVE agrees to fund 50% or \$75,000.00 toward the purchase of 525 E. Romeo Road, Romeoville paid to the VILLAGE contemporaneously with its conveyance of 525 E. Romeo Road, Romeoville to FOREST PRESERVE.

2.06 The FOREST PRESERVE agrees to accept the conveyance of 525 E. Romeo Road, Romeoville, and assume the ongoing maintenance of the property and all other responsibilities with respect thereto.

3. **NOTICES**

Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below:

To the Forest Preserve District of Will County:

Executive Director  
Forest Preserve District of Will County  
17540 W. Laraway Rd.  
Joliet, IL 60433

To the Village of Romeoville:

Village Manager  
Village of Romeoville  
1050 W. Romeo Road  
Romeoville IL 60446

4. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES.

5. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the PARTIES.

6. This Agreement constitutes the sole agreement of the PARTIES with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the PARTIES. It may not be modified except in a writing signed by the PARTIES.

7. If either PARTY fails to require the other to perform any term of this Agreement, that failure does not prevent the PARTY from later enforcing that term. If either PARTY waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.

8. If the services of an attorney are required by any PARTY to secure the performance under this Agreement or otherwise upon the breach or default of the other PARTY to this Agreement, or if any judicial remedy is necessary to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such prevailing party may be entitled.

IN WITNESS HEREOF, the PARTIES hereto have executed this Agreement on date indicated above.

*{signature page to follow}*

**FOREST PRESERVE DISTRICT  
OF WILL COUNTY**

Representative: Destinee Ortiz

Title: President

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed By: Mica Carnahan-Freeman

Title: Secretary

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**VILLAGE OF ROMEOVILLE**

Representative: John D. Noak

Title: Village President

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_