

EXHIBIT D

JURISDICTIONAL BOUNDARY LINE AGREEMENT

THIS JURISDICTIONAL BOUNDARY LINE AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____, 2019 by and between the City of Aurora, an Illinois municipal corporation acting pursuant to its home rule powers under Article VII, Section 6(a) of the Illinois Constitution of 1970 (hereinafter "Aurora"), and the Village of Montgomery, an Illinois municipal corporation acting as a non-home rule unit of government pursuant to Article VII, Section 7 of the Illinois Constitution of 1970 (hereinafter "Montgomery") (with the parties hereto collectively referred to as "municipalities") as follows:

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-12-9, authorizes the corporate authorities of municipalities who have adopted official plans to agree upon a line which shall mark the boundaries of the jurisdiction of each of the respective corporate authorities, and such agreement may provide that the municipality shall not annex territory which lies within the jurisdiction of the other municipality, as established by such line; and,

WHEREAS, Aurora and Montgomery have adopted such official plans; and,

WHEREAS, Aurora and Montgomery are contiguous to one another at numerous locations; and,

WHEREAS, the corporate authorities of both municipalities desire to reach a jurisdictional boundary line agreement in the interest of the orderly and regular development of their respective communities; in the interest of encouraging and aiding the development of the unincorporated areas lying between their municipalities; and in the interest of continuing a long lasting spirit of cooperation which will be in the best interests of both communities; and,

WHEREAS, in arriving at this Agreement, both corporate authorities concerned have given consideration to the natural flow of storm water drainage and, when practical, have included all of any single tract having common ownership within the jurisdiction of one corporate authority; and,

WHEREAS, both corporate authorities have passed ordinances authorizing the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, it is agreed by Aurora and Montgomery as follows:

1. That Aurora shall have jurisdiction north of a certain boundary line and Montgomery shall have jurisdiction south of a certain boundary line which is delineated on a map which is marked Exhibit A and which is attached hereto and is fully incorporated herein. A legal description of the boundary line is set forth on Exhibit B, which is attached hereto and is fully incorporated herein.

In the event of a variance, in the legal description and the boundary map, the legal description shall take precedence. Each municipality shall allow, and shall not object to, the disconnection of any territory presently lying within its municipal boundaries which lies beyond the jurisdictional boundary line as described on Exhibits A and B, whether said disconnection be by petition of the land owner, court action or otherwise.

2. The municipalities shall not attempt to exercise authority by annexing, zoning, extending utilities, or performing any other similar acts in territory lying within the jurisdiction of the other municipality, without the other municipality's permission.

3. Aurora shall have the right to construct a shallow well in an area within 250 feet of any portion of Aurora Well House No. 23, which is situated on the south side of Jericho Road at the edge of the Fox Valley Park District property. Such well shall be constructed and maintained at Aurora's sole cost.

4. Reserved.

5. Any water lines constructed by Montgomery in Jericho Road after the date of this Agreement shall remain the property of Montgomery, even if they are located on the north side of the jurisdictional boundary line.

6. Reserved.

7. Exhibit C depicts certain segments of boundary line roads and assigns responsibility for maintenance of those road segments to each municipality. This maintenance responsibility shall include snow removal, resurfacing, and pothole repair. Other repairs or maintenance to boundary line road segments depicted on Exhibit C, or repairs or maintenance to boundary line road segments not depicted on Exhibit C, to which both municipalities are contiguous at the time of repair, shall be on a 50/50% cost sharing basis. Both municipalities shall reach agreement prior to the repairs or maintenance to be done as to the nature and extent of the major repairs or maintenance. Additionally, any local costs for signalizations on said roads shall be allocated based upon the number of intersection quadrants located in each municipality.

8. Each municipality shall be allowed to keep and maintain any of their existing utilities that are located within the boundary of the other municipality.

9. Reserved.

10. The Jericho Road right-of-way near Edgelawn Drive shall be de-annexed from Montgomery and annexed to Aurora

11. Montgomery shall be responsible for deferred roadway improvements to Jericho Road to the extent that those improvements are warranted by the Aurora University Spartan Athletic Park development.

a. A left turn bay and taper shall be added for the Edgelawn Drive entrance to Spartan Athletic Park and for the eastern access point. The timing of these improvements shall be based on warrant. A left turn bay and taper shall be warranted for each entrance once the left turn movements into the site exceed 100 per hour.

b. Upon the request of Aurora, sidewalk shall be installed between Edgelawn Drive and the east line of Spartan Athletic Park.

12. The municipalities shall work collaboratively to plan and construct a multi-use path along the Edgelawn Drive. Aurora plans to install a multi-use path along the east side of Edgelawn Drive to Jericho Road. Montgomery will explore options to connect to the multi-use path south of Jericho Road.

13. Reserved

14. Except as stated herein, Aurora waives any right or claim to sell water and shall discontinue the sale of water to any persons, firms or corporations located south of the boundary line, except those persons, firms or corporations presently receiving water from the City of Aurora water mains. Aurora agrees to disconnect such customers from its water mains at such time as Montgomery desires to begin servicing those customers' water needs. Montgomery agrees not to charge such customers a connection fee at the time of "tap on" to any Montgomery water main. Except as stated herein, Montgomery waives any right or claim to sell water and shall discontinue the sale of water to any persons, firms or corporations located north of the boundary line. The municipalities hereto, may upon mutual written agreement, for specific cases, allow one community to serve property in the other community on a case by case basis. This determination may be made by City and Village staff without further approvals by the Corporate Authorities.

15. Reserved.

16. The respective municipal authorities intend, by this Agreement, to bind themselves and their successors to the fullest lawful extent. The term of this Agreement shall be for 20 years or such further term as authorized by law.

17. The municipalities deem each clause, paragraph and undertaking herein to be severable and the application of this Agreement to any individual landowners to likewise be severable. Therefore, the municipalities s agree that in the event any clause, paragraph or undertaking is

deemed invalid or unconstitutional, or in the event the application of this Agreement to any landowner is deemed invalid or unconstitutional or otherwise unenforceable, such invalidity, unconstitutionality or unenforceability shall not affect the other undertakings made herein by the municipalities, and the rest of the Agreement and its application to landowners shall remain in full force and effect.

THE CITY OF AURORA, a Municipal
Corporation

By: _____

Its Mayor

Attest:

By: _____

City Clerk

THE VILLAGE OF MONTGOMERY,
Municipal Corporation

By: _____

Its Mayor

Attest:

By: _____

Village Clerk