

ORIGINAL



CITY OF AURORA
CITY COUNCIL

RESOLUTION NUMBER: R03-08

DATE OF PASSAGE: 01.28.03

PETITIONER: The Village of North Aurora

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AURORA AND THE VILLAGE OF NORTH AURORA
REGARDING MITCHELL/HART ROAD, SULLIVAN ROAD, DEERPATH ROAD
AND ORCHARD GATEWAY ROAD LOCATED ALONG THE BOUNDARY
AGREEMENT LINE WITH NORTH AURORA.**

WHEREAS, the City of Aurora has a population of more than 25,000 persons in it and is, therefore, a home rule unit as defined in Article VII, section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, said section of the Constitution authorizes a home rule unit to exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the City of Aurora ("City") and The Village of North Aurora ("Village") are each legal entities organized and existing under the laws of the State of Illinois, having among their powers the authority to contract with one another to perform the undertaking described herein; and

WHEREAS, the City and Village are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act as provided for in 5 ILCS 220/1, et seq.; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among units of local government in planning and providing services to their constituents; and

WHEREAS, the City and Village seek to enter into an intergovernmental agreement regarding access and improvements, including costs related thereto, for Mitchell/Hart Road, Sullivan Road, Deerpath Road and Orchard Gateway Road; and

WHEREAS, the City Council of the City of Aurora has determined that it is in the best interest of the City and its residents to enter into this Agreement; and

WHEREAS, the City Council has reviewed and approved the attached Intergovernmental Agreement.

NOW THEREFORE, BE IT RESOLVED that the attached Intergovernmental Agreement between the City and Village for access and improvements for Mitchell/Hart Road, Sullivan Road, Deerpath Road and Orchard Gateway Road including cost sharing be approved, and the Mayor of the City of Aurora is hereby authorized and directed to execute the Intergovernmental

WKS
1/16/03

2002.113 Action.doc

Agreement on the behalf of the City conditional on the approval of said Intergovernmental Agreement by The Village of North Aurora.

NOW THEREFORE, BE IT FURTHER RESOLVED that City Clerk be directed to transmit certified copies of this Resolution and the attached Intergovernmental Agreement to The Village of North Aurora with copies to the City of Aurora Corporation Council and the Finance Director.

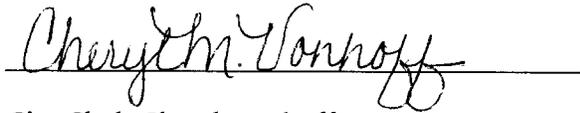
PASSED AND APPROVED by the City Council of the City of Aurora, Illinois on this 23rd day of Jan, 2003.

AYES 10 NAYS 0 NOT VOTING 0

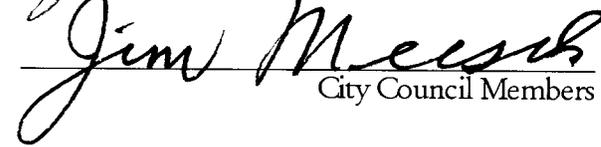
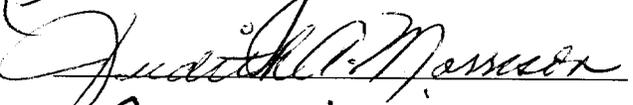
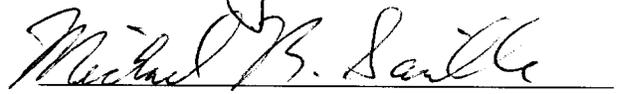
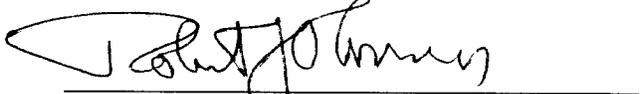
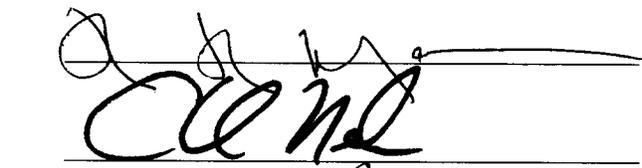
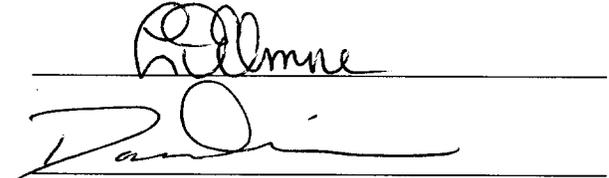


David L. Stover Mayor
City of Aurora, Illinois

Attest:



City Clerk Cheryl Vonhoff



City Council Members

Case File Number: KDWK-02.113-AG

This instrument prepared by:
Aurora Planning Division
44 E. Downer Place
Aurora, Illinois 60507

VILLAGE OF NORTH AURORA

The Village with a View to the Future

February 20, 2003

Darlene Gardner
Deputy City Clerk
City of Aurora
44 E. Downer Place
Aurora, IL 60507-2067

Re: Intergovernmental Agreement Between City of Aurora and
Village of North Aurora Regarding Mitchell, Hart,
Sullivan, Deerpath and Orchard Gateway Roadways

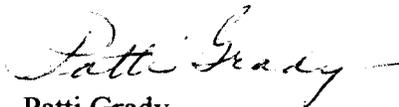
Dear Ms. Gardner:

Enclosed are two *originals* of the above IGA that have been executed by Mayor Mark Ruby and our Village Clerk.

Please have your Mayor and City Clerk sign these two documents and return one of them to us. The other *original* document is for your file.

If you have any questions, please call me at 897-8228 Ext 224.

Sincerely,



Patti Grady
Administrative Assistant

PCG
Encs. (2)

ORIGINAL

Intergovernmental Agreement Between the City of Aurora and the Village of North Aurora Regarding Mitchell, Hart, Sullivan, Deerpath, and Orchard Gateway Roadways

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "IGA") is entered into this 28th day of January, 2003, by and between the **CITY OF AURORA**, a Home Rule Municipal Corporation (hereinafter "AURORA") and the **VILLAGE OF NORTH AURORA**, a Municipal Corporation (hereinafter "NORTH AURORA"), as follows:

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Article VII, Section 10 of the Illinois State Constitution (1970) provide for the sharing and joint exercise of powers, privileges and authority that may be exercised by participating public agencies; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 et seq. authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to 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; and

WHEREAS, AURORA and NORTH AURORA are contiguous to one another at numerous locations, but there are a significant number of unincorporated areas lying between or adjacent to the communities; and

WHEREAS, AURORA and NORTH AURORA have entered into a Jurisdictional Boundary Line Agreement dated the 28th of December, 1999 as authorized by Ordinances passed by both corporate authorities; and

WHEREAS, AURORA and NORTH AURORA, by said Agreement, seek to devise and implement a comprehensive and coordinated approach to the development of their respective territories and related roadways; and

WHEREAS, AURORA and NORTH AURORA believe and hereby declare that a comprehensive and coordinated approach to development of said territories is in their mutual best interests and those of their residents; and

WHEREAS, AURORA and NORTH AURORA are entering into this Intergovernmental Agreement pursuant to said Jurisdictional Boundary Agreement for the mutual benefits of the two communities.

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

Article One: The recitals set forth above are deemed a part of this IGA and are fully incorporated herein.

Article Two: Aurora and North Aurora hereby agree as to the following regarding each specified roadway's right-of-way (hereinafter "ROW"):

I. Mitchell Road

The extent over which the following provisions pertain is defined by the Mitchell Road ROW north of the I-88 Tollway ROW line to the northerly ROW line of State Route 56.

A. Annexation and De-annexation of public ROW.

1. Aurora agrees to de-annex any and all lands currently under its jurisdiction within the above described ROW no later than one-hundred-eighty (180) days after entering into this IGA.
2. North Aurora agrees to annex any and all lands as above described no later than one-hundred-eighty (180) days after Aurora de-annexes said lands.

B. Acquisition of required public ROW.

1. North Aurora or assigns shall be responsible for obtaining forty feet (40ft.) of publicly dedicated ROW directly west from the existing centerline of Mitchell Road concurrent with any subdivision/development of the adjacent property fronting on said roadway.
2. Aurora or assigns shall be responsible for obtaining forty feet (40ft.) of publicly dedicated ROW directly east from the existing centerline of Mitchell Road concurrent with any subdivision/development of the adjacent property fronting on said roadway.

C. Cross-section of public improvements within ROW.

1. Curb and gutter with piped storm drain (B6/12 curb).
2. Three (3) twelve foot (12ft.) lanes, thirty-nine feet (39ft.) wide back of curb to back of curb.
3. Said roadway shall be designed and designated as a Class II Truck Route.
4. Five foot (5ft.) concrete sidewalk on both sides (opt. Eight foot (8ft.) wide paved bike path on Aurora side).
5. Light standards at three-hundred foot (300ft.) spacing.
6. A traffic control signal shall be required at the intersection of Mitchell/Hart Road with State Route 56.
7. North Aurora agrees to allow Aurora to repair, extend and maintain its existing water main along the east and west sides of Mitchell Road with Aurora agreeing to restore said roadway ROW to its pre-existing condition or to a mutually agreeable condition.

D. Cost sharing and timing of public improvements.

1. Both communities agree that North Aurora has already caused a substantial portion of Mitchell Road and the Mitchell/Hart Road intersection with State Route 56 to be constructed to these standards, and that no recapture is due for said improvements.
2. North Aurora or assigns shall be responsible for fifty percent (50%) of the engineering and construction costs for the public improvements described in Article Two, I C above, except for the State Route 56 and Mitchell/Hart Road intersection, and agrees that said

improvements shall be constructed concurrent with any subdivision/development of the adjacent property fronting on said roadway.

3. Aurora or assigns shall be responsible for fifty percent (50%) of the engineering and construction costs for the public improvements described in Article Two I C above, except for the State Route 56 and Mitchell/Hart Road intersection, and agrees that said improvements shall be constructed concurrent with any subdivision/development of the adjacent property fronting on said roadway.
4. North Aurora or assigns shall be responsible for one-hundred percent (100%) of the engineering and construction costs for the State Route 56 and Mitchell/Hart Road intersection.

E. Vehicular access points allowed onto the roadway as measured centerline to centerline.

1. North Aurora shall be allowed five full access points onto Mitchell Road, a minimum of which two shall be for public roadway connections that are lined up or offset by 400 feet and at a minimum spacing of 400 feet between full access points. The approximate centerline of the first access is 180 feet south of the southerly Route 56 ROW. The approximate centerline of the second access is 715 feet south of the southerly Route 56 ROW. The approximate centerline of the third access is 1975 feet south of the southerly Route 56 ROW. The approximate centerline of the fourth access is 2905 feet south of the southerly Route 56 ROW. The approximate centerline of the fifth access is 3305 feet south of the southerly Route 56 ROW. An additional access drive shall be allowed 305 feet south of the southerly Route 56 ROW. Attachment "A" depicts the contemplated access points.
2. Aurora shall be allowed five full access points onto Mitchell Road, a minimum of which two shall be for public roadway connections that are lined up or offset by a minimum of 400 feet and at a minimum spacing of 400 feet between full access points. The approximate centerline of the first access is 180 feet south of the southerly Route 56 ROW. The approximate centerline of the second access is 715 feet south of the southerly Route 56 ROW. The approximate centerline of the third access is 1115 feet south of the southerly Route 56 ROW. The approximate centerline of the fourth access is 1515 feet south of the southerly Route 56 ROW. The approximate centerline of the fifth access is 3305 feet south of the southerly Route 56 ROW. Attachment "A" depicts the contemplated access points.

F. Emergency services and maintenance jurisdiction.

1. North Aurora or assigns shall be fully responsible for providing emergency services and maintenance to the State Route 56 and Mitchell/Hart Road intersection and to the full Mitchell Road ROW. Maintenance of the full improvement shall include but not be limited to snow plowing, roadway repair/replacement, lighting costs, etc..
2. The full jurisdictional transfer of said obligation shall take place no later than thirty (30) days after entering into this IGA, without any further action required by either community.

II. Hart Road

The extent over which the following provisions pertain is defined by the Hart Road ROW north of the State Route 56 ROW line to the northerly City limits of Aurora.

A. Annexation and De-annexation of public ROW.

1. Aurora agrees to de-annex any and all lands currently under its jurisdiction within the above described ROW no later than one-hundred-eighty (180) days after North Aurora annexes any portion of the property described on attachment "B".
2. North Aurora agrees to annex any and all lands as above described no later than one-hundred-eighty (180) days after Aurora de-annexes said lands.

B. Acquisition of required public ROW.

1. North Aurora or assigns shall be responsible for obtaining fourteen feet (14ft.) of publicly dedicated ROW immediately west of and adjacent to the thirty-three feet (33ft.) directly west from the existing centerline of Hart Road concurrent with any subdivision/development of the adjacent property fronting on said roadway.
2. Aurora or assigns shall be responsible for obtaining sixty-six feet (66ft.) of publicly dedicated ROW centered on the existing centerline of Hart Road no later than one-hundred-eighty (180) days after entering into this IGA.

C. Cross-section of public improvements within ROW.

1. Curb and gutter with piped storm drain (B6/12 curb).
2. Three (3) twelve foot (12ft.) lanes, thirty-nine feet (39ft.) wide back of curb to back of curb.
3. Said roadway shall be designed and designated as a Class II Truck Route.
4. Five foot (5ft.) concrete sidewalk on the west side.
5. Light standards at three-hundred foot (300ft.) spacing.
6. A traffic control signal shall be required at the intersection of Mitchell/Hart Road with State Route 56.

D. Cost sharing and timing of public improvements.

1. North Aurora or assigns shall be responsible for one-hundred percent (100%) of the engineering and construction costs for the public improvements described in Article Two II C above , and agrees that said improvements shall be constructed concurrent with any subdivision/development of the adjacent property fronting on said roadway.
2. Aurora shall not be responsible for any of the engineering and construction costs for the public improvements described in Article Two II C above .

E. Vehicular access points allowed onto the roadway as measured centerline to centerline.

1. North Aurora shall be allowed three full access points onto Hart Road, a minimum of which two shall be for public roadway connections that are lined up or offset by 400 feet and at a minimum spacing of 400 feet between full access points.
2. Aurora shall be allowed one full access point onto Hart Road, being the existing access point into the property adjacent to the east side of Hart Road with said access located at its most northerly property line.

F. Emergency services and maintenance jurisdiction.

1. Aurora or assigns shall be fully responsible for providing emergency services and maintenance to the existing Hart Road ROW until such time as jurisdiction of said ROW

is transferred to North Aurora. Maintenance of the existing improvement shall include but not be limited to snow plowing, roadway repair/replacement, lighting costs, etc..

2. North Aurora or assigns shall become fully responsible for providing emergency services and maintenance to the Hart Road ROW no later than one-hundred-eighty (180) days after North Aurora annexes any portion of the property described on attachment "B", without any further action required by either community.

III. Sullivan Road

The extent over which the following provisions pertain is defined by the Sullivan Road ROW west of the Route 25 ROW to the east line of the Evergreen Drive ROW.

A. Annexation and De-annexation of public ROW.

1. North Aurora agrees to de-annex any and all lands currently under its jurisdiction within the above described ROW no later than one-hundred-eighty (180) days after entering into this IGA.
2. Aurora agrees to annex any and all lands as above described no later than one-hundred-eighty (180) days after North Aurora de-annexes said lands.

B. Acquisition of required public ROW.

1. North Aurora or assigns shall be responsible for obtaining forty feet (40ft.) of publicly dedicated ROW directly north from the existing centerline of Sullivan Road concurrent with any subdivision/development of the adjacent property fronting on said roadway.
2. Aurora or assigns shall be responsible for obtaining forty feet (40ft.) of publicly dedicated ROW directly south from the existing centerline of Sullivan Road concurrent with any subdivision/development of the adjacent property fronting on said roadway.
3. Notwithstanding the above provisions, Aurora and North Aurora shall obtain, by January 31st, 2003, the public ROW and related parcel easements as depicted on the "Plat of Highways" and related ROW plats prepared for the Sullivan Road Bridge Project by the Collins and Rice Division of Tenney Pavoni Associates, Inc. as hereinafter specifically described:
 - a) Aurora shall be financially responsible for parcel numbers 0001, 0004, 0006, 0008, 0009, 0010, and 0011 as depicted on the above described "Plat of Highways" drawings.
 - b) North Aurora shall be financially responsible for parcel numbers 0002, 0003, 0005, and 0007 as depicted on the above described "Plat of Highways" drawings. North Aurora shall deed said parcels to Aurora no later than February 28th, 2003.

C. Cross-section of public improvements within ROW.

1. Curb and gutter with piped storm drain (B6/12 curb).
2. Three (3) twelve foot (12ft.) lanes, thirty-nine feet (39ft.) wide back of curb to back of curb.
3. Said roadway shall be designed and designated as a Class II Truck Route.

4. Five foot (5ft.) concrete sidewalk on both sides.
5. Light standards at three-hundred foot (300ft.) spacing.
6. A traffic control signal with pedestrian crossing activation and emergency pre-emption shall be required at the Sullivan Road and State Route 25 intersection, subject to state requirements.
7. Notwithstanding the above provisions, the improvements related to the Illinois Department of Transportation (IDOT) "Sullivan road over Fox River" project No. M-5292 (hereinafter identified as the Sullivan Road Bridge Project) shall be pursuant to the IDOT approved engineering plans prepared by Hampton, Lenzini and Renwick, Inc. Engineers.

D. Cost sharing and timing of public improvements.

1. Aurora or assigns shall be responsible for one hundred percent (100%) of the engineering and construction costs for the public improvements described in Article Two III C above, except for the Sullivan Road Bridge Project, and agrees that said improvements shall be constructed at Aurora's sole discretion.
2. North Aurora shall not be responsible for the engineering and construction costs of the public improvements described in Article Two III C above.
3. Aurora or assigns shall be responsible for one-hundred percent (100%) of the local share of engineering and construction costs for the Sullivan Road Bridge Project.

E. Vehicular access points allowed onto the roadway as measured centerline to centerline.

1. Access to Sullivan Road between State Route 25 and Route 31 shall be as designated on the Sullivan Road Bridge Project engineering plans prepared by Hampton, Lenzini and Renwick, Inc. Engineers.
2. North Aurora agrees to work towards consolidation of the number of access points onto Sullivan Road west of Illinois Route 31, and Aurora agrees to grant a driveway access point for each existing lot located on the north side of Sullivan west of Illinois Route 31 subject to consolidation considerations.

F. Emergency services and maintenance jurisdiction.

1. Aurora or assigns shall be fully responsible for providing emergency services and maintenance to the Sullivan Road ROW including the intersections with State Route 25 and Route 31. Maintenance of the full improvement shall include but not be limited to snow plowing, roadway repair/replacement, lighting costs, etc..
2. The full jurisdictional transfer of said obligation shall take place no later than thirty (30) days after entering into this IGA, without any further action required by either community.

IV. Deerpath Road

The extent over which the following provisions pertain is defined by the Deerpath Road ROW north of the northerly property line of the property legally described on attachment "C" (hereinafter identified as the "Brick's Property"), to the southerly property line of the Commonwealth Edison ROW.

A. Annexation and De-annexation of public ROW.

1. Aurora agrees to de-annex any and all lands currently under its jurisdiction within the above described ROW no later than one-hundred-eighty (180) days after entering into this IGA.
2. North Aurora agrees to annex any and all lands as above described no later than one-hundred-eighty (180) days after Aurora de-annexes said lands.

B. Acquisition of required public ROW.

1. Both communities agree that Deerpath Road shall be re-aligned north of the Brick's Property pursuant to attachment "D", with the new location of Deerpath Road being between a minimum of three-hundred feet (300ft.) and a maximum of five-hundred feet (500ft.) west of it's current alignment at the southern property line of the Commonwealth Edison ROW, as measured from centerline to centerline.
2. Aurora or assigns shall be responsible for obtaining eighty feet (80ft.) of publicly dedicated ROW concurrent with any subdivision/development of those lands east of realigned Deerpath Road, west of Orchard Road, south of the Commonwealth Edison ROW, and north of the Brick's Property. In the event that North Aurora notifies Aurora in writing that they or assigns are prepared to construct the Orchard Gateway Road and re-aligned Deerpath Road public improvements, Aurora shall cause to be dedicated the required ROW no later than one-hundred-eighty (180) days after receiving said notice subject to said property having been fully annexed into the City of Aurora.
3. North Aurora or assigns shall be responsible for obtaining forty feet (40ft.) of publicly dedicated ROW north of the Brick's Property to a point approximately three-hundred feet (300ft.) north of said property and generally located on the east side of the existing centerline of Deerpath Road concurrent with any subdivision/development of those lands east of realigned Deerpath Road, west of Orchard Road, south of the Commonwealth Edison ROW, and north of the Brick's Property. Said ROW shall be forty feet (40 ft.) wide at the southern most end and gradually taper down as the realignment of Deerpath moves northward and westward.
4. North Aurora shall fully vacate the existing alignment of existing Deerpath Road at their sole cost, including but not limited to all costs associated with the removal of pavement and the relocation of utilities, when the new alignment is constructed and open for public traffic. The vacated ROW shall be split between the adjoining owners fronting on either side of the roadway.

C. Cross-section of public improvements within ROW.

1. Curb and gutter with piped storm drain (B6/12 curb).
2. Three (3) twelve foot (12ft.) lanes, thirty-nine feet (39ft.) wide back of curb to back of curb.
3. Said roadway shall be designed and designated as a Class II Truck Route.
4. Five foot (5ft.) concrete sidewalk on both sides (opt. Eight foot (8ft.) wide paved bike path on Aurora side).
5. Light standards at three-hundred foot (300ft.) spacing.
6. North Aurora agrees to allow Aurora to repair, extend and maintain its water main along the Deerpath Road with Aurora agreeing to restore said roadway ROW to its pre-existing condition or to a mutually agreeable condition.

7. A fifty foot (50ft.) landscaped setback shall be established on the adjacent property to the realigned Deerpath Road ROW.

D. Cost sharing and timing of public improvements.

1. Notwithstanding the “frontage” cost spreading provisions of Article Eleven, both communities agree that the engineering and construction costs for the public improvements described in Article Two IV C above, may be assigned to those lands east of realigned Deerpath Road, west of Orchard Road, south of the Commonwealth Edison ROW, and north of the Brick’s Property on an evenly spread basis pursuant to size of parcel.
2. North Aurora or assigns shall be responsible for one-hundred percent (100%) of the engineering and construction costs for the public improvements described in Article Two IV C above except C 6 thereof which shall be City of Aurora, and agrees that said improvements shall be constructed concurrent with any subdivision/development of those lands east of realigned Deerpath Road, west of Orchard Road, south of the Commonwealth Edison ROW, and north of the Brick’s Property.
3. Aurora shall not be responsible for the engineering and construction costs of the public improvements described in Article Two IV C above except C 6 thereof which shall be City of Aurora.

E. Vehicular access points allowed onto the roadway as measured centerline to centerline.

1. North Aurora shall be allowed three full access points onto Deerpath Road, one of which shall be for the westerly extension of Orchard Gateway Road. The other two access points shall be spaced at a minimum of 400 feet between full access points.
2. Aurora shall be allowed two full access points onto Deerpath Road, one of which shall be for the westerly extension of Orchard Gateway Road. The other access point shall be lined up with a full access point across the street or offset by a minimum of 400 feet and at a minimum spacing of 400 feet between full access points. It is intended that Orchard Gateway be the first permanent access point established to the property west of Deerpath Road realigned.

F. Emergency services and maintenance jurisdiction.

1. North Aurora or assigns shall be fully responsible for providing emergency services and maintenance to the Deerpath Road ROW. Maintenance of the full improvement shall include but not be limited to snow plowing, roadway repair/replacement, lighting costs, etc..
2. The full jurisdictional transfer of said obligation shall take place no later than thirty (30) days after entering into this IGA, without any further action required by either community.

V. Orchard Gateway Road

The extent over which the following provisions pertain is defined by the Orchard Gateway Road ROW west of the Orchard Road ROW to a point seven-hundred feet (700ft.) west of the existing Deerpath Road centerline at the southerly property line of the Commonwealth Edison ROW.

A. Annexation and De-annexation of public ROW.

1. Aurora agrees to de-annex any and all lands currently under its jurisdiction within the above described ROW east of the realigned Deerpath Road no later than one-hundred-eighty (180) days after realigned Deerpath Road is constructed and open to public traffic.
2. North Aurora agrees to annex any and all lands as above described no later than one-hundred-eighty (180) days after Aurora de-annexes said lands.

B. Acquisition of required public ROW.

1. North Aurora or assigns shall be responsible for obtaining one-hundred feet (100ft.) of publicly dedicated ROW directly south of the Commonwealth Edison ROW between Orchard Road and existing Deerpath Road concurrent with any subdivision/development on that property located in North Aurora east of Deerpath, south of the Commonwealth Edison ROW and north of the Brick's Property.
2. Aurora or assigns shall be responsible for obtaining one-hundred feet (100ft.) of publicly dedicated ROW directly south of the Commonwealth Edison ROW between existing Deerpath Road and a point seven-hundred feet (700ft.) west of the existing Deerpath Road centerline concurrent with any subdivision/development on that property located in Aurora west of Deerpath, south of the Commonwealth Edison ROW and north of the Brick's Property.

C. Cross-section of public improvements within ROW.

1. Curb and gutter with piped storm drain (B6/12 curb).
2. Four (4) twelve foot (12ft.) lanes divided by a fourteen foot (14ft.) landscaped median, with each two lane roadway cross-section being twenty-seven feet (27ft.) wide back of curb to back of curb to a point seven-hundred feet (700ft.) west of the existing Deerpath Road centerline, after which the roadway shall transition down to an undivided thirty-nine foot roadway cross-section.
3. Said roadway shall be designed and designated as a Class II Truck Route.
4. Five foot (5ft.) concrete sidewalk on the south side.
5. Light standards at three-hundred foot (300ft.) spacing.
6. A traffic control signal shall be required at the intersection of Orchard Gateway Road with Orchard Road.

D. Cost sharing and timing of public improvements.

1. North Aurora or assigns shall be responsible for one-hundred percent (100%) of the engineering and construction costs for the public improvements described in Article Two V C above between Orchard Road and existing Deerpath Road concurrent with any subdivision/development on that property located in North Aurora east of Deerpath, south of the Commonwealth Edison ROW and north of the Brick's Property.
2. Aurora or assigns shall be responsible for one-hundred percent (100%) of the engineering and construction costs for the public improvements described in Article Two V C above between existing Deerpath Road and a point seven-hundred feet (700ft.) west of existing the Deerpath Road centerline concurrent with any subdivision/development on that property located in Aurora west of Deerpath, south of the Commonwealth Edison ROW and north of the Brick's Property.

- E. Vehicular access points allowed onto the roadway as measured centerline to centerline.
1. North Aurora shall be allowed one full access point onto Orchard Gateway Road, which shall be located no closer than five-hundred feet (500ft.) from the intersections of Orchard Gateway Road with Orchard Road.
 2. Aurora shall not allow a full access point onto Orchard Gateway Road closer than two-hundred feet (200ft.) from the intersection of Orchard Gateway Road with Deerpath Road.
 3. The access point identified by Article Two V E 1 shall be a shared access between those properties having frontage on Orchard Road and realigned Deerpath Road with properly recorded cross access easements.
- F. Emergency services and maintenance jurisdiction.
1. North Aurora or assigns shall be fully responsible for providing emergency services and maintenance to the Orchard Gateway Road ROW between Orchard Road and the realigned Deerpath Road. Maintenance of the full improvement shall include but not be limited to snow plowing, roadway repair/replacement, lighting costs, etc..
 2. The full jurisdictional transfer of said obligation shall take place no later than thirty (30) days after Orchard Gateway Road is constructed and open for public traffic, without any further action required by either community.

Article Three: Both communities acknowledge and accept that Aurora and North Aurora have entered into a prior water agreement wherein Aurora is allowed to install a waterline along Orchard Gateway and Deerpath Roads and that said installation requires no additional affirmative action of any kind by North Aurora beyond said water agreement. Aurora shall have the ability to recapture the water-main engineering and construction cost along Orchard Gateway, and that the vault for the water-meter between the two communities be located outside the public ROW west of realigned Deerpath Road. Said vault and water-meter shall be installed by the City of Aurora, and shall not be a part of the recapture costs for the water-main identified herein this Article Three.

Article Four: North Aurora agrees to de-annex tax parcels 15-10-326-001 and -003 (being approximately 1.58 acres and 1.05 acres respectively and which are generally located south of the projected alignment of Sullivan Road east of the Fox River and depicted on attachment "E") and all Sullivan Road public ROW within North Aurora's corporate limits no later than 180 days after entering into this agreement to facilitate Aurora's annexation of said parcels and public ROW.

Article Five: Aurora agrees to de-annex those lands located east of re-aligned Deerpath Road, west of Orchard Road, south of the Commonwealth Edison ROW, and north of the Brick's Property no later than 180 days after the re-alignment of Deerpath Road ROW is dedicated. North Aurora agrees to annex and commercially zone said lands no later than 180 days after Aurora de-annexes said lands.

Article Six: In the event that North Aurora fails to annex those lands identified in Article Five above, Aurora shall re-annex and commercially zone said lands no later than 180 days after the deadline established in Article Five for North Aurora to have annexed said lands with commercial zoning.

Article Seven: In the event that those lands identified in Article Five above are re-annexed by Aurora, the Deerpath Road ROW and the intersection of Deerpath and Orchard Gateway shall be within Aurora's jurisdiction for emergency services and maintenance purposes, and Aurora shall be responsible for the proportionate share of the construction and engineering costs of realigned Deerpath Road as provided for by Article Two IV D 1.

Article Eight: North Aurora recognizes and accepts the content of Jeffrey S. Daley's (Director/County Engineer for the Kane County Division of Transportation) letter to Robert Rieser (Director of Public Works for the City of Aurora) dated October 28, 2002 regarding "Orchard Road West Access at North I88 Exit Ramp" and attached as attachment "F".

Article Nine: Pertaining to those lands within the above described public ROW wherein North Aurora has transferred its corporate jurisdictional authority to Aurora, Aurora hereby agrees to indemnify and hold harmless North Aurora from and against any and all claims, liabilities, damages, costs and adverse actions arising from or related to Aurora's responsibilities as defined in this Agreement, including any emergency responses for which Aurora is primarily responsible and for which Aurora dispatches services and responds, and any construction work undertaken by, on behalf of and at the approval of Aurora relating to any improvements which are anticipated by this IGA.

Article Ten: Pertaining to those lands within the above described public ROW wherein Aurora has transferred its corporate jurisdictional authority to North Aurora, North Aurora hereby agrees to indemnify and hold harmless Aurora from and against any and all claims, liabilities, damages, costs and adverse actions arising from or related to North Aurora's responsibilities as defined in this Agreement, including any emergency responses for which North Aurora is primarily responsible and for which North Aurora dispatches services and responds, and any construction work undertaken by, on behalf of and at the approval of North Aurora relating to any improvements which are anticipated by this IGA.

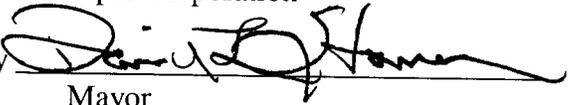
Article Eleven: Where a cost sharing between the communities is contemplated by this IGA for the specified public improvements, construction of said improvements may be implemented by either community at any time after the required ROW is dedicated unless otherwise provided for, with the other community hereby agreeing to allow the initiating community to adopt a recapture ordinance to be recorded on those properties across the frontage of which said improvements have been constructed, with said recapture ordinance being substantially in the form as attachment "G".

Article Twelve: Aurora and North Aurora recognize that neither community has jurisdiction over the Mitchell Road bridge and Randall Road bridge over the I-88 Tollway, and that this IGA shall have no impact on the final determination of said jurisdictional authority.

Article Thirteen: The communities shall cooperate with one another, to have their respective staffs meet, from time to time as may be necessary, and to have their respective staffs consult and cooperate with respect to the terms of this IGA and the administration thereof.

Article Fourteen: The parties hereto intend to bind themselves and their successors to the fullest lawful extent. This IGA shall be in full force and effect from and after its signing. This Agreement is signed by the respective municipal officers pursuant to the ordinance duly and properly passed, authorizing the execution of the Agreement.

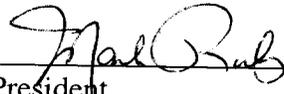
CITY OF AURORA
A Municipal Corporation

By 
Mayor

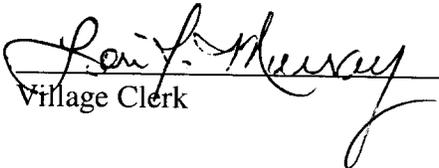
ATTEST:


City Clerk

VILLAGE OF NORTH AURORA
A Municipal Corporation

By 
President

ATTEST:


Village Clerk





Hart Road

State Route 56



North

ATTACHMENT

3 'B'

10F2

ATTACHMENT 'B'
2 OF 2
LEGAL DESCRIPTIONS

Parcel One

That part of the east half of Section 34 and part of the west half and of the southeast quarter of Section 35, Township 39 North, Range 8 East of the third principal meridian, described as follows: Beginning at the southeast corner of the southeast quarter of Section 34; thence west along the section line, 429 feet; thence north 01 degrees, 47 minutes, 00 seconds east, 849 feet; thence north 89 degrees, 37 minutes, 00 seconds west, 99.07 feet; thence north 02 degrees, 01 minutes, 00 seconds east, 1,128.2 feet; thence north 88 degrees, 37 minutes, 00 seconds west, 661 feet; thence north 01 degrees, 40 minutes, 00 seconds east, 338 feet; thence south 88.36 degrees east, 651.6 feet; thence north 1.38 degrees east, 340.3 feet to a point on the quarter section line, 535.9 feet west of the quarter section corner, on the east line of Section 34; thence south 88 degrees, 45 minutes, 00 seconds west, 25.8 feet; thence north 2.17 degrees east, 598.4 feet to a point in a line drawn parallel with and 9 chains north of the quarter section line; thence south 89 degrees, 43 minutes, 00 seconds east, 1,364.4 feet to the centerline of Hart Road; thence south along said centerline to the south line of the southwest quarter of said Section 35; thence west along the south line of said section to the point of beginning, in the Township of Batavia, Kane County, Illinois.

Parcel Two

That part of the northeast quarter of Section 3, Township 38 North, Range 8 East of the third principal meridian, described as follows: Beginning at the northeast corner of said northeast quarter; thence south 89 degrees, 46 minutes, 00 seconds west along the north line of said quarter section 429 feet; thence south 00 degrees, 48 minutes, 00 seconds west, 101.8 feet to the northerly line of U.S. Federal Aid Route No. 131; thence easterly along said northerly line, 433.23 feet to the east line of said northeast quarter; thence north along said east line, 59.92 feet to the point of beginning, in the Township of Aurora, Kane County, Illinois.

LEGAL DESCRIPTION

PARCEL 1

THAT PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 6, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHERLY ALONG THE EASTERLY LINES OF SECTIONS 1 AND 12, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN 692.34 FEET (10.49 CHAINS); THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 00 MINUTES 00 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 19.64 FEET TO A WESTERLY LINE OF A TRACT OF LAND CONVEYED TO KANE COUNTY BY DOCUMENT NO. 1650046 FOR A POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE LAST DESCRIBED COURSE 1246.06 FEET TO THE CENTER LINE OF DEERPATH ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE FORMING AN ANGLE OF 65 DEGREES 28 MINUTES 32 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 415.33 FEET TO THE SOUTH LINE AS MONUMENTED AND OCCUPIED, OF PARCEL 3-1A-280 OF A TRACT OF LAND ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS IN THE CIRCUIT COURT OF KANE COUNTY KNOWN AS CASE NUMBER 57-795; THENCE EASTERLY ALONG SAID SOUTH LINE FORMING AN ANGLE OF 65 DEGREES 45 MINUTES 56 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 1068.56 FEET TO A WESTERLY LINE OF SAID KANE COUNTY TRACT; THENCE SOUTHERLY ALONG SAID WESTERLY LINE FORMING AN ANGLE OF 89 DEGREES 17 MINUTES 27 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 273.11 FEET TO AN ANGLE IN SAID WESTERLY LINE; THENCE SOUTHERLY ALONG SAID WESTERLY LINE FORMING AN ANGLE OF 186 DEGREES 40 MINUTES 31 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 99.87 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: THAT PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 6, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHERLY ALONG THE EASTERLY LINES OF SECTIONS 1 AND 12, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN 692.34 FEET (10.49 CHAINS); THENCE WESTERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 00 MINUTES 00 SECONDS WITH THE

ATTACHMENT

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1 of 5

PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM 1197.13 FEET TO AN EASTERLY LINE, AS MONUMENTED AND OCCUPIED, OF PARCEL E-1A-280.3 ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS IN THE CIRCUIT COURT OF KANE COUNTY KNOWN AS CASE NUMBER 570795 FOR A POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 41.42 FEET TO A WESTERLY LINE OF SAID PARCEL E-1A-280.3; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE FORMING AN ANGLE OF 65 DEGREES 05 MINUTES 22 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 416.45 FEET TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL E-1A-280.3 FORMING AN ANGLE OF 114 DEGREES 37 MINUTES 14 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER CLOCKWISE THEREFROM) 49.50 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHWESTERLY ALONG AN EASTERLY LINE OF SAID PARCEL E-1A-280.3 FORMING AN ANGLE OF 118 DEGREES 15 MINUTES 18 SECONDS WITH THE PROLONGATION OF THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 94.77 FEET TO AN ANGLE IN SAID EASTERLY LINE; THENCE SOUTHWESTERLY ALONG AN EASTERLY LINE OF SAID PARCEL E-1A-280.3 FORMING AN ANGLE OF 183 DEGREES 23 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 325.05 FEET OT THE POINT OF BEGINNING, IN SUGAR GROVE TOWNSHIP, KANE COUNTY, ILLINOIS

P.I.N.: 14-12-200-026

ATTACHMENT

'C'

2 OF 5

LEGAL DESCRIPTION

PARCEL 2

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1 AND PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 6, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 1; THENCE NORTHERLY ALONG A WESTERLY LINE OF SAID WARMES TRACT FORMING AN ANGLE OF 90 DEGREES 30 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 33.0 FEET TO AN OLD CLAIM LINE; THENCE EASTERLY ALONG SAID CLAIM LINE FORMING AN ANGLE OF 82 DEGREES 46 MINUTES 43 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 465.30 FEET (7.05 CHAINS) TO THE NORTHEAST CORNER OF SAID WARMES TRACT FOR A POINT OF BEGINNING; THENCE CONTINUING EASTERLY ALONG SAID CLAIM LINE 1688.88 FEET TO AN ANGLE IN SAID CLAIM LINE, BEING ALSO ON THE ORIGINAL CENTER LINE OF DEERPATH ROAD; THENCE EASTERLY ALONG SAID OLD CLAIM LINE FORMING AN ANGLE OF 178 DEGREES 47 MINUTES 15 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 566.52 FEET TO A WESTERLY LINE OF A TRACT OF LAND CONVEYED TO THE COUNTY OF KANE BY DOCUMENT 1650046; THENCE SOUTHERLY ALONG SAID WESTERLY LINE FORMING AN ANGLE OF 89 DEGREES 12 MINUTES 44 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 837.66 FEET TO AN ANGLE IN SAID WESTERLY LINE THAT IS 31.10 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1; THENCE SOUTHERLY ALONG SAID WESTERLY LINE FORMING AN ANGLE OF 186 DEGREES 55 MINUTES 18 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 176.87 FEET TO THE NORTH LINE, AS MONUMENTED AND OCCUPIED, OF PARCEL NUMBER E-1A-280 OF A TRACT OF LAND ACQUIRED BY THE ILLINOIS STATE TOLL HIGHWAY COMMISSION THROUGH PROCEEDINGS IN THE CIRCUIT COURT OF KANE COUNTY KNOWN AS CASE NUMBER 57-795; THENCE WESTERLY ALONG SAID NORTH LINE FORMING AN ANGLE OF 90 DEGREES 42 MINUTES 33 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 860.94 FEET TO THE EASTERLY LINE, AS MONUMENTED AND OCCUPIED, OF PARCEL NUMBER E-1A-280.2 OF SAID TOLL HIGHWAY COMMISSION PREMISES; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID PARCEL NUMBER E-1A-280.2 FORMING AN ANGLE OF 68 DEGREES 23 MINUTES 41 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 874.53 FEET TO THE NORTHEAST CORNER THEREOF; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL NUMBER E-1A-280.2 FORMING AN ANGLE OF 93 DEGREES 01 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURES CLOCKWISE THEREFROM) 14.0 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID PARCEL NUMBER E-

ATTACHMENT

"C"
3 of 5

1A-280.2 FORMING AN ANGLE OF 89 DEGREES 59 MINUTES 52 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 900.82 FEET TO THE NORTH LINE OF SAID PARCEL NUMBER E-1A-280; THENCE WESTERLY ALONG SAID NORTH LINE FORMING AN ANGLE OF 114 DEGREES 37 MINUTES 11 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 27.50 FEET TO THE CENTER LINE OF DEERPATH ROAD AS SHOWN ON RIGHT OF WAY MAPS OF SAID TOLL HIGHWAY COMMISSION PREMISES IN 1957; THENCE NORTHERLY ALONG SAID CENTER LINE FORMING AN ANGLE OF 65 DEGREES 22 MINUTES 42 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 29.27 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 1; THENCE WESTERLY ALONG SAID SOUTH LINE FORMING AN ANGLE OF 65 DEGREES 11 MINUTES 46 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 1197.76 FEET TO A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 FROM POINT OF BEGINNING, BEING THE SOUTHEAST CORNER OF SAID WARMES TRACT; THENCE NORTHERLY ALONG SAID PARALLEL LINE FORMING AN ANGLE OF 88 DEGREES 59 MINUTES 01 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 1288.60 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PART OF THE SOUTHEAST 1/4 OF SAID SECTION 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 1; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 1322.57 FEET TO A NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO LOUIS WARMES BY DEED RECORDED DECEMBER 26, 1874 IN BOOK 148, PAGE 574 AS DOCUMENT 7152; THENCE EASTERLY ALONG A NORTHERLY LINE OF SAID WARMES TRACT FORMING AN ANGLE OF 90 DEGREES 30 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 33.0 FEET; THENCE NORTHERLY ALONG A WESTERLY LINE OF SAID WARMES TRACT FORMING AN ANGLE OF 90 DEGREES 30 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED CLOCKWISE THEREFROM) 33.0 FEET TO AN OLD CLAIM LINE; THENCE EASTERLY ALONG SAID CLAIM LINE FORMING AN ANGLE OF 82 DEGREES 46 MINUTES 43 SECONDS WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 2154.13 FEET TO THE ORIGINAL CENTER LINE OF DEERPATH ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE FORMING AN ANGLE OF 72 DEGREES 38 MINUTES 06 SECONDS WITH THE LAST DESCRIBED COURSE 210.0 FEET FOR A POINT OF BEGINNING; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 330.0 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 132.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 330.0 FEET TO THE CENTER LINE OF DEERPATH ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 132.0 FEET TO THE POINT OF BEGINNING, IN SUGAR GROVE AND AURORA TOWNSHIPS, KANE COUNTY, ILLINOIS.

P.I.N.: 14-01-400-013 - 014

14-12-200-026

14-01-400-014

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4 OF 5

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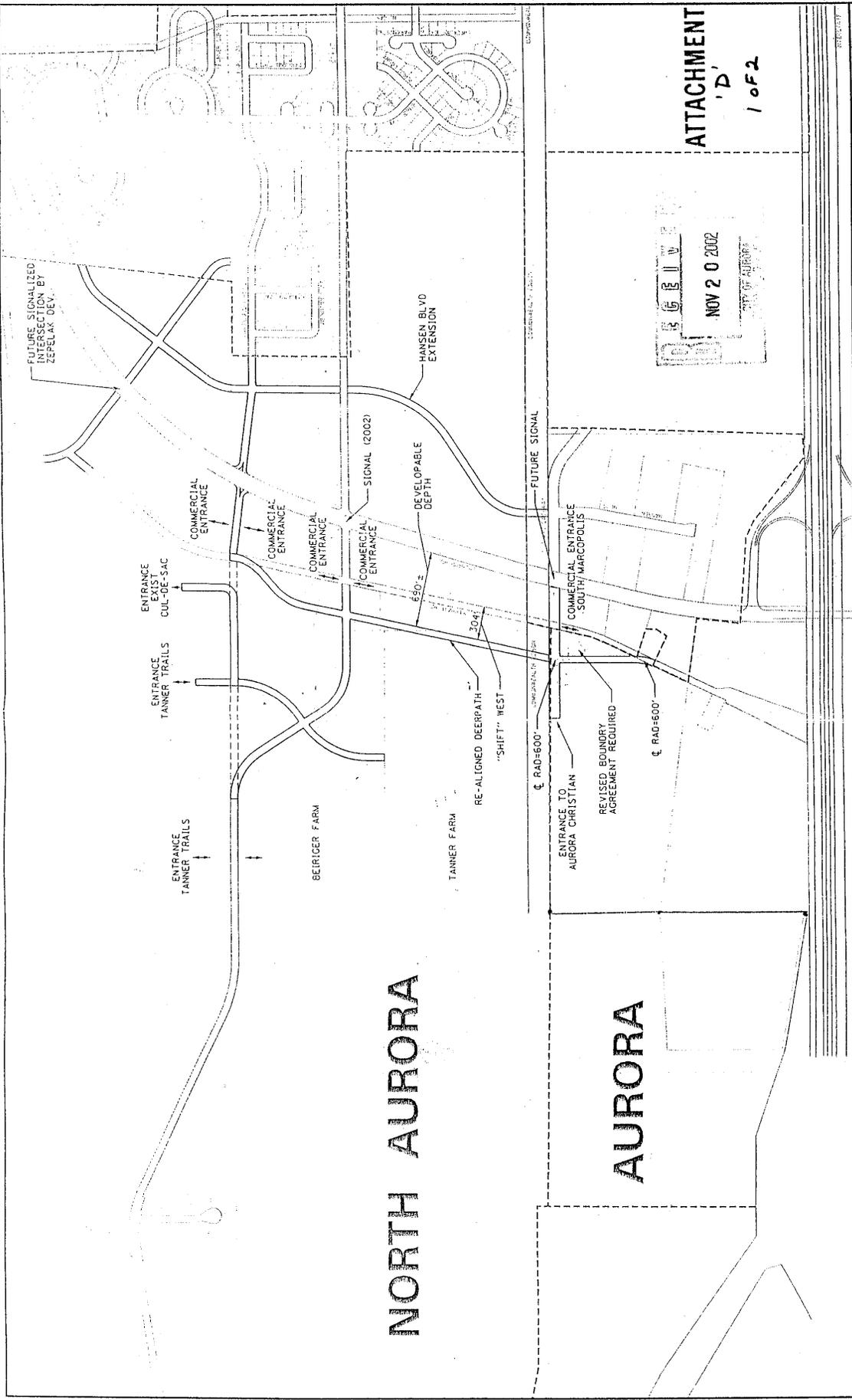
PARCEL 3

PARCEL ONE: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE NORTH 0 DEGREES 30 MINUTES EAST ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 20.05 CHAINS; THENCE EAST 50 LINKS; THENCE NORTH 0 DEGREES 30 MINUTES EAST 50 LINKS TO AN OLD CLAIM LINE; THENCE SOUTH 82 DEGREES 45 MINUTES EAST ALONG SAID OLD CLAIM LINE 7.12 CHAINS; THENCE SOUTH 0 DEGREES 30 MINUTES WEST PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 19.60 CHAINS TO THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE WEST ALONG SAID SOUTH LINE 7.50 CHAINS TO THE POINT OF BEGINNING; IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS..

PARCEL TWO: EASEMENT FOR INGRESS AND EGRESS CREATED BY WARRANTY DEED DATED DECEMBER 7, 1874 IN BOOK 148, PAGE 574, AS DOCUMENT 7152, MADE BY FRANK BANKER AND WIFE TO LOUIS WARMES FOR THE BENEFIT OF PARCEL 1 OVER THE SOUTHERLY 20 FEET OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF THE CENTER LINE OF A DITCH WHICH RUNS ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 AND EASTERLY OF THE EASTERLY LINE OF SAID PARCEL 1, AND WESTERLY OF THE CENTER LINE OF DEERPATH ROAD; IN THE TOWNSHIP OF SUGAR GROVE, KANE COUNTY, ILLINOIS.

P.I.N.: 14-01-400-005

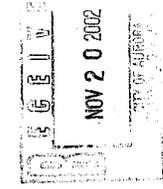
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5 OF 5



NORTH AURORA

AURORA

ATTACHMENT
 'D'
 1 of 2

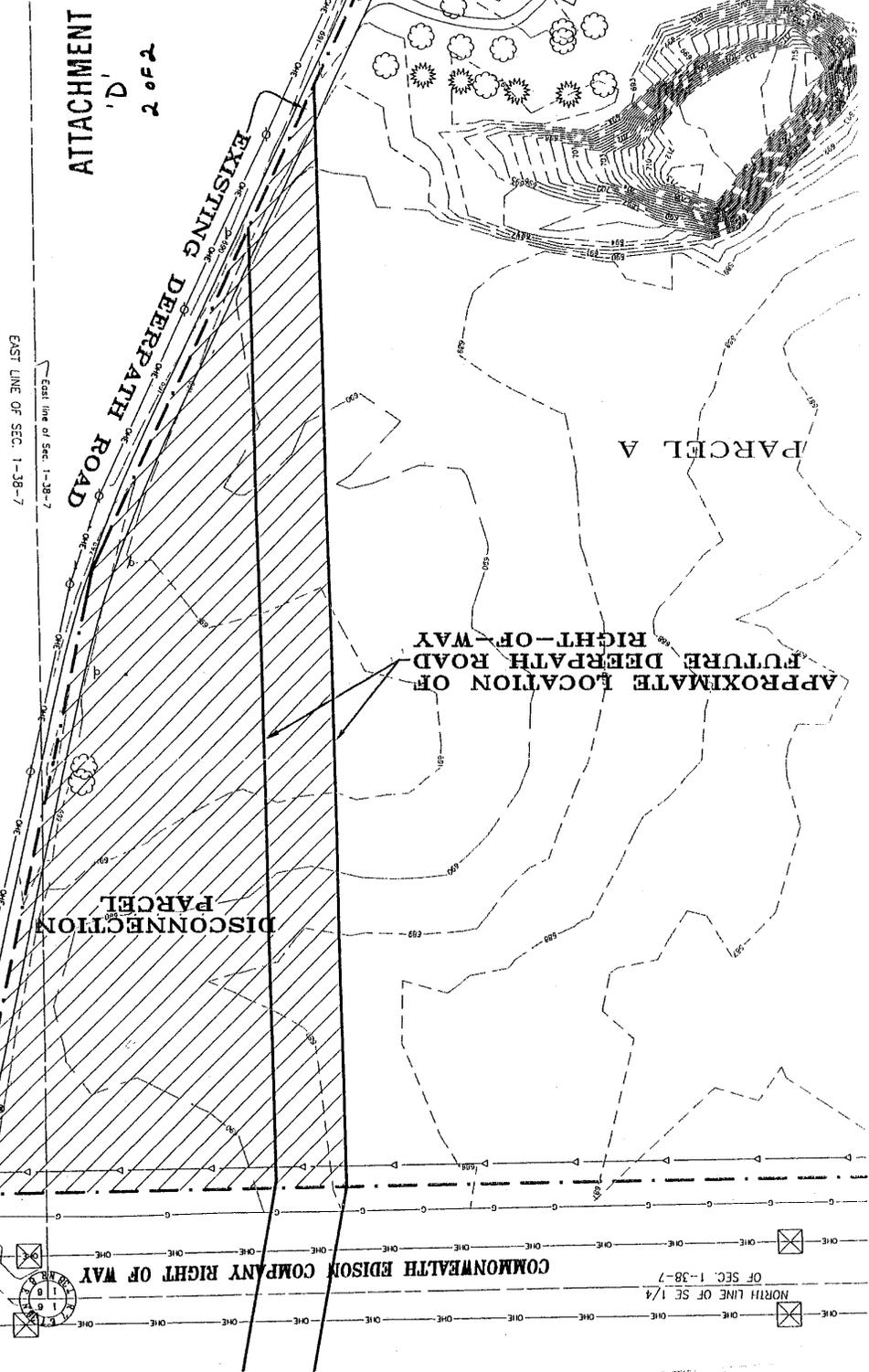


PROJECT TITLE		SCALE		PROJECT NO.		SHEET	
REALIGNMENT DEERPATH ROAD		EXHIBIT A		NOV 20 2002		1 of 1	
REMPE-SHORE ENGINEERS ARCHITECTS 124 W. SUPERIOR ST. SUITE 2100 CHICAGO, IL 60604-3123				ACTION NAME <input type="checkbox"/> Design <input type="checkbox"/> Drawn <input type="checkbox"/> Checked This drawing shall not be used nor reproduced either in whole or in part without the written authorization of the engineer Rempe-Shore			

JACOB & HEFFNER ASSOCIATES, P.C.
 ENGINEERS SURVEYORS
 738 Roosevelt Rd., Suite 100
 Glen Ellyn, IL 60137
 630-942-9000
 FAX 630-942-1774

PROJECT NO.	CG23
ORDER BY:	ANDERSON ASSOCIATES, INC.
DESCRIPTION:	ATTACHMENT E
DATE PREPARED:	9/18/02
SCALE:	1" = 100'
DRAWN BY:	DAP

Scale 1" = 100'



EAST LINE OF SEC. 1-38-7

DISCONNECTION PARCEL

PARCEL A

APPROXIMATE LOCATION OF FUTURE DEERPETH ROAD RIGHT-OF-WAY

ATTACHMENT

D' 2 of 2

NORTH LINE OF SE 1/4 OF SEC. 1-38-7
 COMMONWEALTH EDISON COMPANY RIGHT OF WAY

SG01/4.02.153-PA Item Number 5
 Date Received: 9/18/02
 Deerpath Realignment Map - Petition Submittal

DEERPETH COMMERCE CENTER
 REALIGNMENT MAP
 ATTACHMENT E

SEP 18 2002
 CITY OF AURORA

SG01/4-02.153-PA

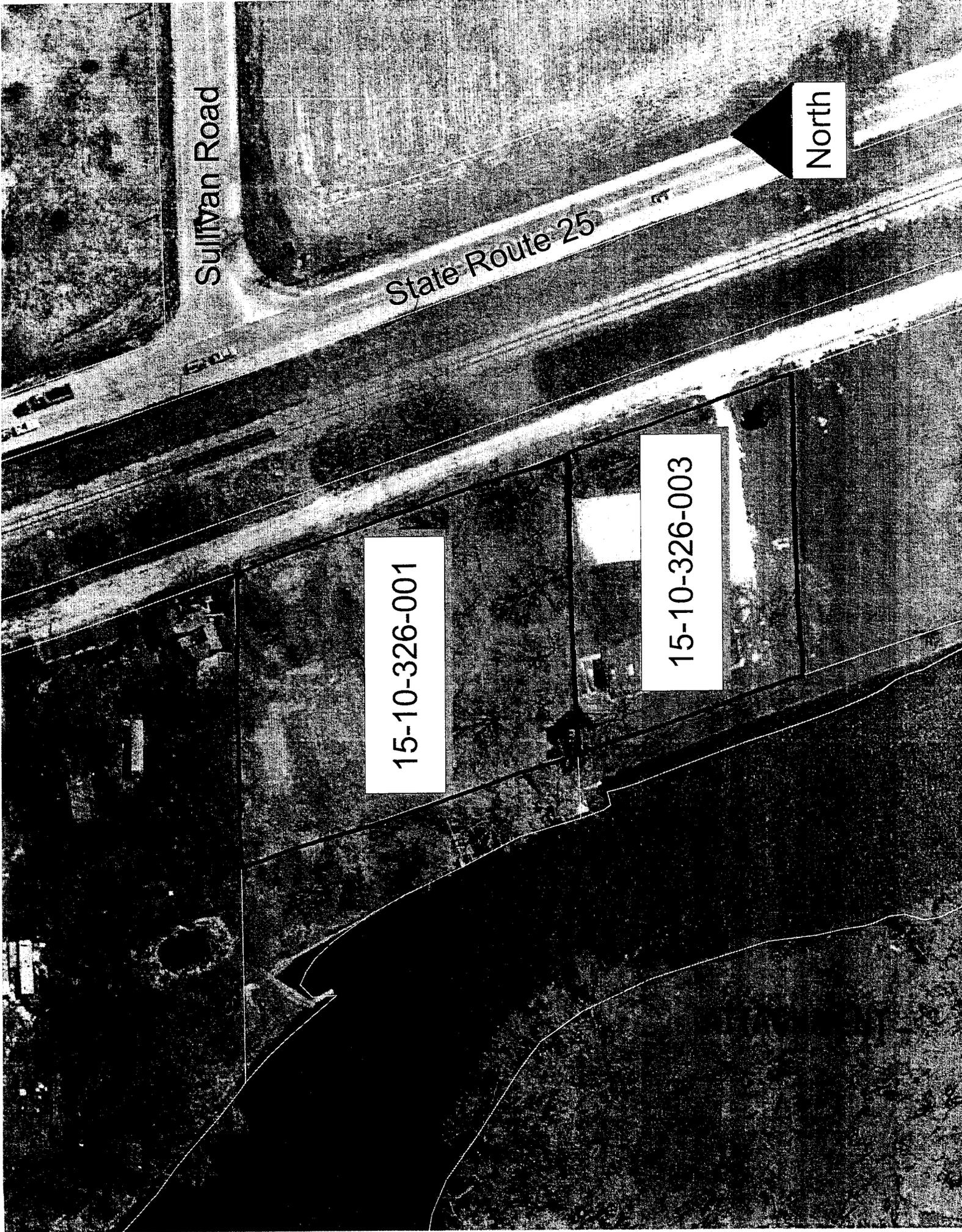
Sullivan Road

State Route 25

North

15-10-326-001

15-10-326-003





KANE COUNTY

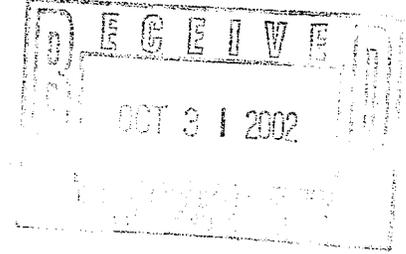
DIVISION of TRANSPORTATION

Jeffrey S. Dailey, P.E.
Director of Transportation
County Engineer



41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265

October 28, 2002



Mr. Robert Rieser
Director of Public Works
City of Aurora
43W636 US 30 Veterans Memorial Parkway
Sugar Grove, IL 60554-9619

Re: Orchard Road West Access at North I88 Exit Ramp

Dear Mr. Rieser:

We recently completed a detailed traffic impact study for the Orchard Road Corridor from Sullivan Road to Oak Street. The purpose of this work was to determine the extent of improvements needed to mitigate projected traffic congestion due to future development. An area of special focus involved the proposed west extension of the I-88 North Exit Ramp. As you know, the Illinois State Toll Highway Authority (Tollway) has indicated that they would be supportive of a right in and right out on the west side since east to north turning movements would cause the intersection to fail and backup onto the exit ramp.

Based upon our traffic study it is clear that this concern is justified. However, we analyzed a Modified 4-Leg Intersection configuration that would allow westbound through, north to west turns, and south to west turning movements and an east to south right turn onto Orchard Road. The results indicate that this configuration would improve the efficiency of this intersection as well as improve the efficiency of other intersections in the Orchard Road Corridor. A summary of our results are attached for your information. We have discussed the Modified 4-Leg Intersection with the Tollway and they are having their traffic consultant review our analyses. It is our hope we can reach agreement on the Modified 4-Leg Intersection in the near future.

Another issue that the impact study reinforced was the need to relocate Deerpath Road approximately 200 to 300 feet to the west from I-88 to Tanner Road. Currently, the spacing is no more than 500 feet on average and it is clear that there will not be enough room to develop turn lanes and adequate storage between Deerpath and Orchard, causing significant congestion at all intersections north of I-88 to Oak. Therefore, we need to develop/require this relocation as a part

ATTACHMENT
'F'
1 OF 3

of any development in this area. This will require concurrence from Village of North Aurora as well. Since my last day is November 1, 2002 you should contact Tom Rickert, Assistant Director, at 630-584-1170 if you have any questions. Paul Rogowski has been named Acting Director.

Sincerely,



Jeffrey S. Dailey, P.E.
Director/County Engineer

c: Paul Rogowski
Rob Nelis, Village Administrator, North Aurora
Jim Bibby, Rempe Sharpe
Tom Rickert
Carl Schoedel
Art Klinicki
File

Dailey\Orchard\rieser100902

ATTACHMENT

'F'

2 OF 3

Table 1
Comparison of Scenarios
Orchard Road Corridor
2020 Projected Traffic

Scenario	Intersection	AM Peak				PM Peak			
		Intersection		Highest Appr.		Intersection		Highest Appr.	
		Delay (sec.)	LOS	Delay (sec.)	LOS	Delay (sec.)	LOS	Delay (sec.)	LOS
3-leg intersection at I-88 North Ramps	Orchard Road at I-88 North Ramps	22.3	C	25.1	C	82.1	F	103.4	F
		Off-Ramp		25.1	C	Off-Ramp		57.5	E
	Orchard Road at Oak Street	42.0	D	43.7	D	53.6	D	60.4	D
3-leg intersection plus RIRO at I-88 North Ramps(1)	Orchard Road at I-88 North Ramps	30.8	D	66.1	E	99.0	F	146.7	F
		Off-Ramp		34.2	C	Off-Ramp		145.8	F
	Orchard Road at Oak Street	42.0	D	43.7	D	53.6	D	60.4	E
Full 4-leg intersection at I-88 North Ramps	Orchard Road at I-88 North Ramps	43.8	D	54.6	D	102.1	F	109.8	F
		Off-Ramp		39.2	D	Off-Ramp		99.6	F
	Orchard Road at Oak Street	36.4	D	38.3	D	43.9	D	53.1	D
Modified 4-leg intersection(2) at I-88 North Ramps	Orchard Road at I-88 North Ramps	34.4	C	38.5	D	77.9	E	99.4	F
		Off-Ramp		32.0	C	Off-Ramp		55.3	E
	Orchard Road at Oak Street	39.3	D	45.8	D	41.9	D	44.9	D

- (1) The Right-In, Right-Out (RIRO) operates as a signalized movement. A stop signed controlled movement within a signalized intersection is not permitted.
- (2) Intersection movements would include a NB left turn, SB right turn, WB through and an EB right turn. Essentially the roadway west of the intersection will be one-way westbound except that a right turn onto Orchard Road is permitted.

ATTACHMENT

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3 OF 3



CITY OF AURORA
CITY COUNCIL

ORDINANCE NUMBER: _____

DATE OF PASSAGE: _____

PETITIONER: _____

TITLE

WHEREAS, the City of Aurora has a population of more than 25,000 persons in it and is, therefore, a home rule unit as defined in Article VII, section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, said section of the Constitution authorizes a home rule unit to exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, Section 43-92(a) of the Aurora Code of Ordinance provides for the recapture of costs from property owners for improvements installed which provide a direct benefit to future development of said property solely upon future connection and use of said improvement; and

WHEREAS, upon recording of this Ordinance against the effected properties described in Exhibit "A" ("the Benefited Properties"), the City's liability under this Ordinance is limited solely to collecting recapture amounts and remittance of same; and

WHEREAS, the above-mentioned party entered into an Agreement with the City of Aurora approved by the City on _____ by Resolution Number _____, is hereby made a part hereof and incorporated herein by reference as if fully set forth; and

WHEREAS, _____ has constructed, connected and paid the total sum of \$_____ for the _____ improvements as identified on the engineer's expenditures prepared by _____ dated _____, attached hereto as Exhibit "B" ("The Actual Costs"); and

WHEREAS, pursuant to Section 43-92(b) of the Aurora Code of Ordinance, this Ordinance and its Exhibits establishes the actual costs incurred by the Owner and Developer in the construction, establishes the reasonable interest to be provided and identifies those properties which may have future direct benefit by connection and use; and

WHEREAS, this Ordinance must be recorded by the Owner and/or Developer on the Benefited Properties described in Exhibit "A", failure to record within ninety (90) days of approval will result in the Ordinance becoming null and void; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Aurora, Illinois, As follows:

ATTACHMENT
'G'
10F3

Section One: That the Actual Costs of the _____ improvements be established at \$ _____ as indicated in Exhibit "B".

Section Two: That the reasonable interest on the amount expended in completing the _____ improvements shall be set at ____% and shall be calculated from and after the date of completion and acceptance of the improvement, and shall be included in the recapture sums due at the time of future connection and use.

Section Three: That prior to permitting any connections and use of the _____ improvements by any of the benefited properties described in Exhibit "A", the City shall require the owner or developer of the benefited properties to pay the sums as indicated in Exhibit "A" as and for their proportionate share of the costs attributable to the improvement.

Section Four: The City will collect the herein described recapture amounts for the construction of said _____ improvements and pay the same as described to . The City's obligation under this Ordinance shall close upon twenty (20) years from the time of approval.

PASSED AND APPROVED by the City Council of the City of Aurora, Illinois on this _____ day of _____, 2002.

AYES ____ **NAYS** ____ **NOT VOTING** ____

SIGNED by the Mayor of the City of Aurora, Illinois, on this _____ day of _____ 2002.

David L. Stover Mayor
City of Aurora Illinois

Attest:

City Clerk Cheryl Vonhoff

Case File Number: _____

This instrument prepared by:
Aurora Planning Division
Aurora, Illinois 60507

ATTACHMENT
'G'
2 OF 3



**PRE-CONSTRUCTION COST ESTIMATE OF PUBLIC IMPROVEMENT
RECAPTURE WORKSHEET**

Petitioner: _____ (Official Name of Company to appear in Resolution)

THE PROPOSED PUBLIC IMPROVEMENT

Improvement Description: _____

Overall Length of Public Improvement: _____ Linear Feet

Total Estimated Cost of Public Improvement: \$ _____

Breakdown Of Estimated Cost On A Per Linear Foot Basis

IMPROVEMENT	ESTIMATED COSTS
Engineering Costs	\$ _____
Earthwork	\$ _____
Sanitary Sewer	\$ _____
Water main	\$ _____
Storm Sewer	\$ _____
Curb & Gutter	\$ _____
Street Lights	\$ _____
Street Trees	\$ _____
Sidewalk	\$ _____
Pavement	\$ _____ (cost per square foot)
Other: _____	\$ _____

PROJECTED BENEFITED PROPERTIES

	Tax Parcel Number(s)	Acres	Improvement Frontage
A)	_____	_____	_____ Linear Feet
B)	_____	_____	_____ Linear Feet
C)	_____	_____	_____ Linear Feet

(Use Additional Sheets if necessary)

ATTACH TO THIS WORKSHEET

1. Engineering Plans Showing The Proposed Improvement
2. Supporting Certified Estimate by an Illinois Registered Engineer
3. Legal Descriptions For Each Of The Projected Benefited Properties Listed Above