

EXHIBIT C

Jurisdictional Boundary Line Agreement

THIS JURISDICTIONAL BOUNDARY LINE AGREEMENT (hereinafter "Agreement") is entered into this ___ day of _____, 2020 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 Plainfield, an Illinois municipal corporation acting as a home rule unit of government pursuant to Article VII, Section 6(a) of the Illinois Constitution of 1970 (hereinafter "Plainfield") (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 Plainfield have adopted such official plans; and,

WHEREAS, Aurora and Plainfield 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, Aurora and Plainfield desire to enter into 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 spirit of cooperation which will be in the best interest of both communities; 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 Plainfield as follows:

1. That Aurora shall have jurisdiction north of a certain boundary line and Plainfield 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. Each municipality shall be allowed to keep and maintain any of their existing utilities that are located within the boundary of the other municipality.

4. Eola/ /Ridge Roads - Aurora and Plainfield agree that Eola /Ridge Roads shall be designed to be at minimum a four-lane divided roadway with a landscaped center median with a minimum right-of-way on one hundred (100) feet. As Plainfield has adopted the WIKADUKE Trail Land Use and Access Management Study, on May 3, 2004, Plainfield will coordinate the design/construction of the Ridge Road extension with Aurora, Kendall County, and the Village of Oswego as Ridge Road is planned to connect with Eola Road in the future. The timing of this improvement will be subject to funding and the approvals of the appropriate jurisdictions. Aurora has constructed two lanes of the future four-lane divided roadway, along with the landscaped center median, and has secured the right-of-way necessary for future buildout of the road between Wolf's Crossing and U.S. Route 30. The future buildout of the road will be completed by the developers of the property abutting the road.

5. 111th Street - Aurora and Plainfield agree that 111th street shall be designed at minimum thirty-nine (39) feet back to back with a minimum right-of-way on one hundred (100) feet.

- The property north of 111th Street (adjacent to the Boundary Line) as depicted on Exhibit A that has, or will be annexed to Aurora, Aurora shall reconstruct, and/or require the developer to reconstruct, 111th Street, with a design that is consistent with Aurora's Standard Specifications. The timing of this work is at the sole discretion of Aurora.
- After the property south of 111th Street (adjacent to the Boundary Line) as depicted on Exhibit A is annexed to Plainfield, Plainfield shall reconstruct, and/or require the developer to reconstruct, 111th Street, with a design that is consistent with Plainfield's Standard Specifications. The timing of this work is at the sole discretion of Plainfield. Aurora and Plainfield agree to share design plans, for their respective roadway sections, before reconstruction and collectively to work together to provide a consistent and coordinated roadway section, for 111th Street within Aurora and Plainfield, and further to work cooperatively to coordinate the design and construction of their respective roadway sections of 111th Street with sections of 111th Street that may be constructed by Naperville and Oswego that are adjacent or contiguous to sections of 111th Street constructed by Aurora or Plainfield.

6. Police, Fire, and Public Works Jurisdictions – The Parties recognize that the Boundary Line will in some areas run to the middle of certain streets, and that providing police, fire, and public works services in such cases can be difficult without intergovernmental cooperation. Both

Parties agree police, fire, and public works jurisdiction shall extend to the middle of any such street unless otherwise specified in an intergovernmental service agreement, but further agree to carefully consider and work towards such an intergovernmental agreement which fairly assigns services in the safest and most efficient way reasonably possible.

7 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.

8. 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 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 PLAINFIELD,
Municipal Corporation

By: _____
Its Mayor

Attest:

By: _____
Village Clerk

