

JURISDICTIONAL BOUNDARY LINE AGREEMENT

THIS JURISDICTIONAL BOUNDARY LINE AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2020, by and between the CITY OF AURORA, an Illinois municipality (hereinafter referred to as "AURORA") and the VILLAGE OF NORTH AURORA, an Illinois municipal corporation (hereinafter referred to as "NORTH AURORA"), both having their principal offices located in Kane County (hereinafter referred to as "COUNTY").

RECITALS:

WHEREAS, 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 NORTH AURORA have adopted official plans; and

WHEREAS, AURORA and NORTH AURORA 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 new long lasting spirit of cooperation which will be in the best interests of both communities; and

WHEREAS, AURORA and NORTH AURORA entered into a Jurisdictional Boundary Line Agreement on December 28, 1999, (hereinafter referred to as "BOUNDARY AGREEMENT") as authorized by Ordinances No. 99-12-20-01, signed by both parties and recorded as document number 2000K006661; and

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

WHEREAS, the BOUNDARY AGREEMENT incorporated an Intergovernmental Water Agreement providing for NORTH AURORA to supply water to property in AURORA west of Deerpath Road (hereinafter referred to as the "WATER AGREEMENT") that contemplated the progression of AURORA development to begin with the development of the property immediately north of I-88 (the "Bricks Property") and was intended to provide water service from NORTH AURORA to AURORA on the AURORA side of the boundary line; and

WHEREAS, the Bricks Property has not yet developed, and AURORA and NORTH AURORA desire to develop certain property directly west of Deerpath Road with light industrial and office in keeping with and to renew the BOUNDARY AGREEMENT and WATER AGREEMENT; and

WHEREAS, only one (1) of the two (2) metering stations contemplated in the WATER AGREEMENT has been constructed, and the second (2nd) metering station identified in the WATER AGREEMENT is no longer beneficial or necessary for the currently planned development, but another connection is needed; and

WHEREAS, in accordance with the spirit of cooperation and to promote mutually beneficial water planning and back-up support, AURORA has allowed an emergency water system interconnects located: (1) just east of Mitchell Road and south of Illinois Route 56; and at the intersection of Sullivan Road and Illinois Route 31; that the parties intend and desire to continue; and

WHEREAS, both corporate authorities have passed ordinances authorizing the execution of this Agreement in accordance with law.

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

1. The recitals set forth above are deemed a part of this Agreement and are fully incorporated herein.

2. That AURORA shall have jurisdiction south and east of a certain boundary line and NORTH AURORA shall have jurisdiction north and west 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 represented on the map is set forth on Exhibit B, which is attached hereto and is fully incorporated herein (the "Boundary Line"). A legal description of the flex area represented on the map is set forth on Exhibit C, which is attached hereto and is fully incorporated herein (the "Flex Area"). 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 Boundary Line as described on Exhibits A and B, whether said disconnection be by petition of the landowner, court action or otherwise.

3. The parties 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 written agreement.

4. The Marmion Property and Stokes Property located west of Hart Road have not yet developed, and AURORA and NORTH AURORA desire to see those properties develop with primarily high-quality residential uses with retail uses near the intersection of Hart Road and Butterfield Road. This area has been identified as a "Flex Area" meaning that the currently unincorporated area west of Hart Road is not enforced by a boundary line as is the rest of the parcels identified in this agreement. This "Flex Area" has a unique set of characteristics including ownership by Marmion, and storm water management issues. AURORA and NORTH AURORA have identified this Flex Area as property that can be annexed into either community. The Flex Area will remain unincorporated until the entire Flex Area is annexed into either AURORA or NORTH AURORA. Until the Flex Area is annexed into either AURORA or NORTH AURORA, the area will continue to be in the COUNTY jurisdiction.

Zoning and use of the respective properties shall be defined as follows:

PROPERTY (PIN)	LAND USE
15-03-202-005	General Business (North Aurora B-2 District Permitted Uses)
15-03-202-006	General Business (North Aurora B-2 District Permitted Uses)
12-34-401-007	General Business (North Aurora B-2 District Permitted Uses)
12-34-401-008	<i>Southerly 2.5 Acres:</i> General Business (North Aurora B-2 District Permitted Uses) <i>Remainder:</i> Single-Family Residential (10,000 Square Foot Lot Minimum)
12-35-300-011	Residential Mixed Use: Single-Family Residential (No Lot Size Minimum) and/or Residential Townhomes
12-34-200-015	Single-Family Residential (10,000 Square Foot Lot Minimum)
12-35-100-035	Single-Family Residential (10,000 Square Foot Lot Minimum)

The following provisions apply only if the Flex Area is annexed to AURORA:

A) Future development in the Flex Area shall include the following restrictions: 1) if non-residential uses are developed adjacent to existing residential in NORTH AURORA, a fifty foot (50') landscape and easement buffer shall be included; 2) if residential uses are developed adjacent to existing residential in NORTH AURORA a fifty foot (50') setback for principle structures that includes a ten foot (10') drainage easement will be included. The easement may include, at the option of Aurora, extension of the stubbed road at Lloyd Lane through to the Flex Area, allowing flow through traffic to and from the residential properties in NORTH AURORA to the west.

B) NORTH AURORA agrees to allow AURORA to connect sanitary sewer and storm sewer utilities for development on the Marmion parcels in the Flex Area to the existing NORTH AURORA facilities, provided that the NORTH AURORA facilities are able to adequately handle the additional discharge as determined by sound engineering practices, with or without modification, with any modification that is required to be provided at no cost to NORTH AURORA, and pursuant to plans that are to be approved by the NORTH AURORA engineers, which approval shall not be unreasonably withheld.

C) AURORA shall notify NORTH AURORA, of any proposal for the development of any of the Marmion parcels in the Flex Area and provide NORTH AURORA the right to review and comment on any of the development plans on any of the Marmion parcels in the Flex Area prior to issuance of a building permit. Additionally, AURORA shall notify NORTH AURORA in the event of a public hearing or public site plan review in relation to the development of any of the Marmion parcels in the Flex Area.

7. Any water lines constructed by NORTH AURORA in Sullivan Road after the date of this Agreement shall remain the property of NORTH AURORA, even if they are located on the south (AURORA) side of the jurisdictional boundary line.

8. The existing water main along Deerpath Road, from Orchard Gateway to the "Bricks" development property on the AURORA side of the Boundary Line shall be maintained by AURORA.

9. Major repairs or maintenance to roads along the Boundary Line 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 major 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 contiguous to the Boundary Line that are located in each municipality.

10. Each municipality shall be allowed to keep and maintain any of their existing utilities that are located within the boundary of the other municipality, and they shall respectively maintain those utilities at their own cost.

11. NORTH AURORA hereby agrees to allow AURORA, at its cost, a non-metered ten (10) inch water main connection with a pressure reducing valve and check valve from NORTH AURORA's main to serve as an emergency interconnect for the Bricks Property to enhance the first metered connection to provide the three thousand five hundred (3,500) gallons per minute required for the development's fire flows. This emergency interconnect at Deerpath Road will provide a second connection in the event a water main break occurs between the existing meter vault and Orchard Road. All water main from the valve west of the Deerpath Road right-of-way line shall be maintained by AURORA.

12. AURORA and NORTH AURORA have agreed to an emergency interconnect to benefit NORTH AURORA on AURORA's water main just east of Mitchell Road and south of Illinois Route 56 as follows:

A) In the event that one of the Municipalities makes a determination that an emergency exists because of a temporary water loss or shortage that jeopardizes the health, safety and welfare of its residents, then that Municipality may contact the City/Village Administrator, or like position, or his/her designee (i.e., the Public Works Director or Superintendent of the Water Department) of the other Municipality to request opening of the valve. The decision as to whether the valve shall be opened shall be reserved exclusively to the Municipality that will be providing its water to the other Municipality; however, permission to open the valve shall be granted unless the Municipality that would provide the water determines that supplying such water to the other Municipality may jeopardize its ability to adequately supply water to its own residents. In any event, the valve shall not be opened without prior notice to and consent from the Municipality that would be supplying the water.

B) In the event the interconnection valve is opened, it shall remain open as long as necessary, or until a determination is made by the Municipality providing the water that it is necessary to close the valve in order to avoid jeopardizing its provision of water service to its own residents. If the Municipality providing the water determines that the valve must be closed to avoid jeopardizing the provision of water service to its own residents, that Municipality shall give notice of its intent to shut the valve before doing so.

13. Provisions in previous intergovernmental agreements related to water and roads shall remain in effect except as expressly revised by this Agreement. 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.

14. The parties 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 parties 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 parties, and the rest of the Agreement and its application to landowners shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above and the signatories hereto represent that they are duly authorized to execute the Agreement on behalf of their respective bodies.

VILLAGE OF NORTH AURORA

CITY OF AURORA

By: _____
Its Village Administrator

By: _____
Its Mayor

Attest:

Its Secretary

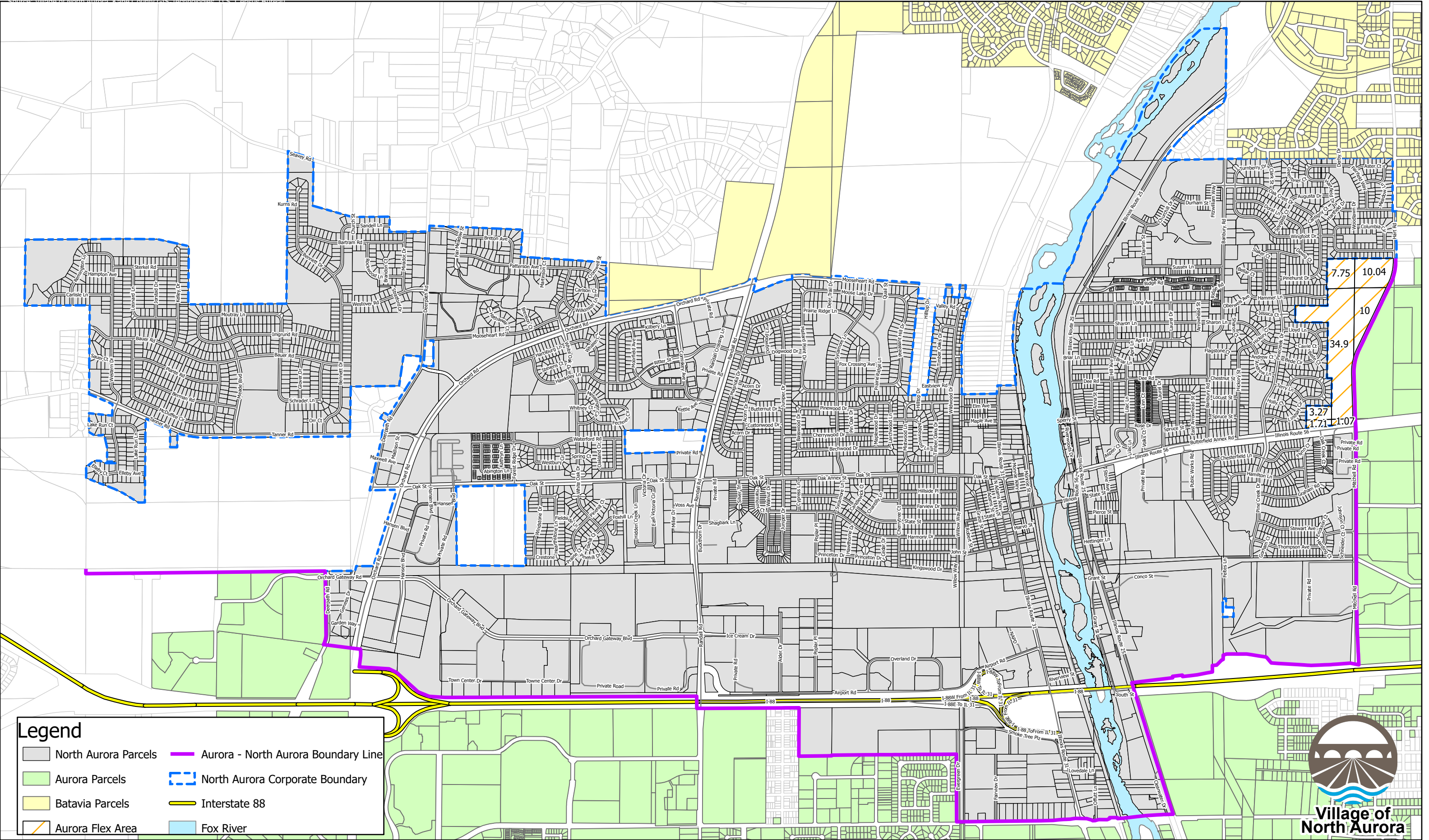
Attest:

Its Secretary

EXHIBIT A

AURORA-NORTH AURORA BOUNDARY LINE MAP

Aurora - North Aurora Boundary Map



Legend

North Aurora Parcels

Aurora Parcels

Batavia Parcels

Aurora Flex Area

Aurora - North Aurora Boundary Line

North Aurora Corporate Boundary

Interstate 88

Fox River

EXHIBIT B

BOUNDARY LINE LEGAL DESCRIPTION

LEGAL DESCRIPTION – AURORA/NORTH AURORA BOUNDARY LINE

A LINE RUNNING THROUGH PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 7 EAST, PART OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 8 EAST, AND PART OF SECTIONS 2, 3, 5, 6, 7, 8, 9 AND 10 IN TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF A PARCEL WITH A PIN OF 12-35-100-008; THENCE SOUTHERLY ALONG THE EAST LINE OF HART ROAD AND ALONG THE EAST LINE OF MITCHELL ROAD TO THE NORTH LINE OF INTERSTATE 88; THENCE WESTERLY, ALONG SAID NORTH LINE TO THE WEST LINE OF ILLINOIS ROUTE 25; THENCE SOUTHERLY, ALONG SAID WEST LINE, TO THE NORTH LINE OF SULLIVAN ROAD; THENCE WESTERLY, ALONG SAID NORTH LINE, TO THE WEST LINE OF EVERGREEN DRIVE; THENCE NORTHERLY, ALONG SAID WEST LINE, TO THE SOUTHEAST CORNER OF A PARCEL WITH A PIN OF 15-09-101-009; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID PARCEL AND ALONG THE SOUTH LINE OF PARCELS WITH PINS OF 15-09-101-008, 15-09-101-016 AND 15-08-235-004 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTHERLY, ALONG THE WEST LINE OF SAID PARCEL WITH PIN OF 15-08-235-004 TO THE SOUTH LINE OF SAID INTERSTATE 88; THENCE WESTERLY, ALONG SAID SOUTH LINE, TO THE WEST LINE OF RANDALL ROAD; THENCE NORTHERLY, ALONG SAID WEST LINE, TO THE NORTH LINE OF SAID INTERSTATE 88; THENCE WESTERLY, ALONG SAID NORTH LINE TO THE EAST LINE OF ORCHARD ROAD; THENCE NORTHERLY, ALONG SAID EAST LINE, TO THE NORTHWEST CORNER OF A PARCEL WITH A PIN OF 15-06-351-004; THENCE WESTERLY TO THE NORTHEAST CORNER OF A PARCEL WITH A PIN OF 15-06-300-034; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID PARCEL AND ALONG THE NORTH LINE OF PARCEL WITH A PIN OF 14-01-400-016 TO THE NORTHWEST CORNER THEREOF; THENCE WESTERLY TO THE SOUTHEAST CORNER OF A PARCEL WITH A PIN OF 14-01-426-007 ON THE WEST LINE OF DEERPATH ROAD; THENCE NORTHERLY ALONG THE WEST LINE OF SAID DEERPATH ROAD TO THE NORTHEAST CORNER OF A PARCEL WITH A PIN OF 14-01-401-002, BEING ON THE SOUTH LINE OF THE COMMONWEALTH EDISON RIGHT OF WAY; THENCE WESTERLY, ALONG SAID SOUTH LINE TO THE WEST LINE OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 7 EAST; THENCE NORTHERLY, ALONG SAID WEST LINE, TO THE NORTHEAST CORNER OF A PARCEL WITH A PIN OF 14-02-400-007 TO THE POINT OF TERMINUS.

EXHIBIT C

FLEX AREA LEGAL DESCRIPTION

LEGAL DESCRIPTION – FLEX AREA

THAT PART OF SECTIONS 34 AND 35 IN TOWNSHIP 39 NORTH, RANGE 8 EAST AND PART OF SECTION 3 IN TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF BUTTERFIELD ROAD AND HART ROAD; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID BUTTERFIELD ROAD TO THE SOUTHEAST CORNER OF LOT 11 IN PINECREEK UNIT 1; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID PINECREEK UNIT 1 TO THE SOUTHWEST CORNER OF LOT 16 IN SAID SUBDIVISION; THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID LOT 16 AND THE SOUTH LINE OF LOTS 17 THROUGH 21 (INCLUSIVE) TO THE SOUTHEAST CORNER OF SAID LOT 21; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID PINECREEK UNIT 1, TO THE SOUTHEAST CORNER OF PINECREEK UNIT 2; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID PINECREEK UNIT 2, TO THE SOUTH LINE OF BANBURY RIDGE SUBDIVISION; THENCE EASTERLY, ALONG SAID SOUTH LINE, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID BANBURY RIDGE SUBDIVISION, TO THE SOUTH LINE OF FOX VALLEY COUNTRY CLUB ESTATES; THENCE EASTERLY, ALONG SAID SOUTH LINE, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHERLY, ALONG THE EAST LINE OF SAID FOX VALLEY COUNTRY CLUB ESTATES, TO THE SOUTHWEST CORNER OF HARTFIELD ESTATES UNIT 3; THENCE EASTERLY, ALONG THE SOUTH LINE AND THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID HARTFIELD ESTATES UNIT 3, TO THE EAST LINE OF SAID HART ROAD; THENCE SOUTHERLY, ALONG SAID EAST LINE, TO THE POINT OF BEGINNING.