

INTERGOVERNMENTAL JURISDICTIONAL
BOUNDARY LINE AGREEMENT
BETWEEN THE VILLAGE OF HAWTHORN WOODS
AND THE VILLAGE OF LAKE ZURICH

THIS AGREEMENT, made and entered into as of the 6th day of May 1998 by and between the VILLAGE OF HAWTHORN WOODS, Lake County, Illinois ("Hawthorn Woods") and the VILLAGE OF LAKE ZURICH, Lake County, Illinois ("Lake Zurich");

WITNESSETH:

WHEREAS, Hawthorn Woods and Lake Zurich are "units of local government" as defined by Article VII, Section 1, of the Constitution of the State of Illinois of 1970; and

WHEREAS, units of local government are enabled by Article VII, Section 10 of the Constitution of the State of Illinois of 1970 to enter into agreements among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, Hawthorn Woods and Lake Zurich have authorized, by ordinance, the execution of this Agreement as an exercise of their intergovernmental cooperation authority under the Constitution of Illinois, their authority to enter into jurisdictional boundary agreements pursuant to 65 ILCS 5/11-12-9, their authority to jointly plan local land uses pursuant to 50 ILCS 805/1 et seq., and other applicable authority;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate, Hawthorn Woods and Lake Zurich agree as follows:

SECTION ONE: INCORPORATION OF RECITALS: The foregoing recitals are incorporated herein by reference as substantive provisions of this Agreement.

SECTION TWO: JURISDICTIONAL BOUNDARY LINE:

- A. General. The boundary line between Hawthorn Woods and Lake Zurich for the purpose of establishing their respective jurisdictions for land use planning, official map purposes, subdivision control, and annexation of unincorporated territory, all as hereinafter provided, shall be as depicted on Exhibit A attached hereto and made a part hereof.

Lake Zurich

Constitution of Illinois of 1970, in order that subdivision control can be effected within the jurisdictional area of the appropriate municipality as defined herein. If any court of law shall find that the transfer of subdivision control power between units of local government is prohibited by law, and if either municipality cannot exercise its subdivision control within its jurisdictional area because it is not located within one and one-half (1-1/2) miles of said subdivision, then the other municipality shall exercise subdivision control notwithstanding the boundaries established by this Agreement.

SECTION SIX: STATUTORY ZONING OBJECTIONS: This Agreement shall not be construed so as to limit or adversely affect the right of either municipality to file a statutory objection to proposed zoning relief within one and one-half (1-1/2) miles of its corporate limits.

SECTION SEVEN: ANNEXATION: ~~Hawthorn Woods and Lake Zurich each acknowledge that it is not in its best interests to engage in disputes with respect to the annexation of territory. Therefore, Hawthorn Woods agrees not to annex any territory that is located in Lake Zurich's jurisdictional area as depicted in Exhibit A and Lake Zurich agrees not to annex any territory that is located in Hawthorn Woods' jurisdictional area as depicted in Exhibit A.~~ In addition, the parties agree to take all reasonable and appropriate actions to oppose any involuntary or court-controlled annexation proceedings that propose to annex territory within either party's jurisdictional area in a manner inconsistent with this Agreement.

SECTION EIGHT: ANNEXATION OF ROADWAYS: If any portion of the boundary line depicted on Exhibit A is located on a roadway, then the boundary line shall be deemed, except as otherwise provided herein, to be located on the center line of such roadway if the roadway is not located within the corporate limits of either municipality as of the date of this Agreement. For territory that has been annexed by either municipality prior to the date of this Agreement, the roadway shall be deemed to be located within the municipality to which the roadway has been annexed either by ordinance or by operation of state law (65 ILCS 5/7-1-1). For unincorporated territory that is located on either side of the boundary line and that will be annexed to the designated municipality in the future, the roadway shall be deemed to be located within the municipality that first annexes its respective territory adjacent to the roadway. The boundary line set by this Agreement shall be deemed to have been amended accordingly without further action by either municipality.

SECTION TWELVE: WATER AND SEWER SERVICE: ~~Neither municipality~~
~~without the express written consent of the other municipality, shall provide or extend water or~~
~~sanitary sewer or other municipal utility service to property within the other municipality's~~
~~jurisdictional area.~~

SECTION THIRTEEN: BINDING EFFECT: This Agreement shall be binding upon and shall apply only to relations between Hawthorn Woods and Lake Zurich. Nothing herein shall be used or construed to affect, support, bind, or invalidate the boundary claims of either Hawthorn Woods and/or Lake Zurich insofar as such claims shall affect any municipality that is not a party to this Agreement.

SECTION FOURTEEN: AMENDMENT: Neither Hawthorn Woods nor Lake Zurich shall, directly or indirectly, seek any modification of this Agreement through court action, and this Agreement shall remain in full force and effect until amended or changed in writing by the mutual agreement of both Hawthorn Woods and Lake Zurich.

SECTION FIFTEEN: TERM: This Agreement shall be in full force and effect for a period of 20 years after the date hereof.

SECTION SIXTEEN: ILLINOIS LAW: This Agreement shall be construed in accordance with the laws of the State of Illinois and shall be published by the respective municipalities, filed with the respective municipal clerks, and recorded with the Lake County Recorder of Deeds in accordance with 65 ILCS 5/11-12-9.

SECTION SEVENTEEN: SHARING OF COSTS OF AGREEMENT: Hawthorn Woods shall pay to Lake Zurich, within 30 days after receipt from Lake Zurich therefor, one-half of the attorneys fees, engineering fees, surveyor costs, and title costs incurred by Lake Zurich in preparing this agreement, not to exceed \$1,500.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.



ATTEST:

Phyllis Scheu
Village Clerk

VILLAGE OF HAWTHORN WOODS,
an Illinois municipal corporation

By: John T. Chry
Village President

VILLAGE OF LAKE ZURICH,
an Illinois municipal corporation

By: James S. Kelly
Village President

ATTEST:

Karen M. Steffens
Village Clerk

Exhibit "A"

