

**JURISDICTIONAL BOUNDARY LINE AGREEMENT BY AND BETWEEN THE
VILLAGE OF MACHESNEY PARK, IL, AND THE VILLAGE OF ROSCOE, IL**

THIS JURISDICTIONAL BOUNDARY LINE AGREEMENT ("Agreement") is dated as of the ____ day of _____, 2023 ("Effective Date"), and is by and between the VILLAGE OF MACHESNEY PARK, an Illinois municipal corporation ("Machesney Park"), and the VILLAGE OF ROSCOE an Illinois municipal corporation ("Roscoe"). (Collectively, Machesney Park and Roscoe are referred to as "Parties", and sometimes individually referred to as "Party").

WHEREAS, the Parties have each adopted respective comprehensive plans for the future development and establishment of land use policies within their respective jurisdictions; and

WHEREAS, the Parties desire to define the extraterritorial limits and growth boundaries between them for the purposes of defining logical areas of municipal authority, establishing the limits of Machesney Park's and Roscoe's annexation authority, as well as enabling Machesney Park and Roscoe to respectively plan for their future development and establish land use policies in furtherance of those plans; and

WHEREAS, the Parties have consulted and have determined that the establishment of a jurisdictional boundary line would be in the best interests of Machesney Park and Roscoe generally, and their respective citizens, property owners, and tax payers; and

WHEREAS, the establishment of a jurisdictional boundary line between Machesney Park and the Village of Roscoe will ensure that the future development of unincorporated territory within one and a half miles between the Parties is developed in a coordinated manner and that such future development will not unduly burden public facilities without the concurrent expansion of such facilities to adequately serve future development; and

WHEREAS, the Parties have given consideration to the natural flow of storm water drainage and, when practical, have included all of a single tract of land having common ownership within the jurisdiction of only one Village; and

WHEREAS, public notices of the possible adoption of this Agreement by the Parties were posted at the Machesney Park Village Hall for 15 consecutive days beginning on _____, 2023 and Roscoe Village Hall for 15 consecutive days beginning on _____, 2023, and published in the Rockford Register Star on _____, 2023; and

NOW, THEREFORE, in consideration of the mutual covenants herein exchanged and other good and consideration, the sufficiency of which is hereby acknowledged, and pursuant to the specific statutory authority provided in 65 ILCD 5/11-12-9, it is hereby agreed by Machesney Park and the Village of Roscoe as follows:

1. ESTABLISHMENT OF JURISDICTIONAL BOUNDARY LINE. A jurisdictional boundary line shall be established in the unincorporated territory between the Parties as depicted on Exhibit A, and legally described in Exhibit B. The territories within Machesney Park's jurisdiction, as established by the jurisdictional boundary line, lie generally south of the line, and the territories within Roscoe's jurisdiction lie generally north of it.

2. SCOPE OF JURISDICTIONAL AUTHORITY. The jurisdictional boundary line established in Section 2 of this Agreement shall define the extent of jurisdictional authorities for the Machesney Park and Roscoe in regards to the following:

- A. Annexation;
- B. Government planning;
- C. Extraterritorial subdivision control;
- D. Establishment of official plans and maps;
- E. Ordinance, rules, and regulations;
- F. Utility services extensions; and
- G. All other matters pertaining to either Village's respective legal and regulatory authority over land use and development.

3. PROHIBITED ANNEXATIONS, DISCONNECTIONS: NOTIFICATION

- A. Voluntary Annexations. Machesney Park and Roscoe shall each take all action necessary to prevent the voluntary annexation of property by any third party that is within the jurisdictional territory of the other Party.
- B. Involuntary Annexations. Machesney Park and Roscoe shall take no action whatsoever to forcibly or involuntarily annex property that is within the jurisdictional territory of the other Party. Machesney Park and Roscoe shall cooperate in order to annex properties that are totally surrounded by territory of Machesney Park and Roscoe and less than 60 acres.
- C. Disconnections. Machesney Park and Roscoe shall take all action necessary to prevent or not otherwise assist or participate in the disconnection of any property by a third party that is within the corporate territory of the other Party and that would result in that territory being incorporated into the other Party.

4. JURISDICTION OF ANNEXED STREETS. Any streets that are (1) within unincorporated territory, (2) located on the jurisdictional boundary line established in Section 2 of this Agreement, and (3) that are adjacent to territory annexed to the Machesney Park or Roscoe shall be under the jurisdiction of the Party that first annexes such territory. The boundary line set by this Agreement shall be deemed to have been amended accordingly without further action by either Party.

5. STATUTORY OBJECTIONS; JURISDICTIONAL CONTROL.

- A. This Agreement shall not be construed so as to limit or adversely affect the right of either Machesney Park or Roscoe to file a statutory objection to proposed rezonings that have been presented to the corporate authorities of Winnebago County and that are within one and one-half miles of either Machesney Park's or Roscoe's corporate limits.
- B. This Agreement shall not be construed so as to limit or adversely affect the right of either Machesney Park or Roscoe to enter into annexation agreements with an

owner of unincorporated territory that is not yet contiguous to it and file a request with Winnebago County to retain jurisdiction over any such territory when it is (1) located on that the side of the jurisdiction boundary line established in Section 2 of this Agreement of the Party seeking future annexation, (2) more than 1.5 miles away from the corporate limits of that Party, and (3) where either the Winnebago County Board has voted by a two-thirds vote of its members to retain jurisdiction over the territory. Machesney Park and Roscoe will not challenge the right of the other to request jurisdictional control of any such territory.

6. WAIVER OF ANNEXATION CHALLENGES. The Parties agree that each shall waive any right to challenge or otherwise contest the validity of any annexation the other Party has effected, is effecting, or will effect in the future for territory located on that other Parties side of the jurisdiction boundary line established in Section 2 of this Agreement

7. TERM. This Agreement shall be in full force and effect for a period of twenty (20) years from the Effective Date. However, either municipality may withdraw from and cancel this Agreement five years from the Effective Date (the "Optional Cancellation Date") by serving written notice upon the other municipality not less than 180 days prior to the Optional Cancellation Date of its desire to terminate this Agreement.

8. ENFORCEMENT. The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement. In the event of a judicial proceeding brought by one Party against the other, the prevailing Party will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding

9. GENERAL PROVISIONS.

A. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic internet mail. E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 17.A, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village of Machesney Park shall be addressed to, and delivered at, the following address:

Village of Machesney Park
300 Roosevelt Road
Machesney Park, Illinois 61115
Attn: Village Administrator
Fax: n/a
Phone: (815) 877-5432

Notices and communications to the Village of Roscoe shall be addressed to, and delivered at, the following address:

Village of Roscoe
10631 Main Street
Roscoe, Illinois 61073
Attn: Village Administrator
Fax: n/a
Phone: (815) 623-2829

- B. Non-Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the entire remainder of this Agreement shall, thereafter, be null and void and of no further force and effect, it being the intent of the parties that all of the provisions of this Agreement be treated as an individual whole.
- C. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between them, whether written or oral, relating to the subject matter of this Agreement.
- D. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Parties, by resolution duly adopted, in accordance with all applicable statutory procedures.
- E. Exhibits. Exhibits A and B attached to this Agreement are, by this reference, incorporated in, and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.
- F. Authority to Execute. The Parties warrant and represent that the persons executing this Agreement on their respective behalf have been properly authorized to do so by the Corporate Authorities.
- G. Recording: Filing. The Parties, at their individual cost and expense, shall cause this Agreement to be recorded against the properties located on their respective sides of the jurisdictional boundary line established in Section 1 of this Agreement. Machesney Park and Roscoe shall each keep a copy of this Agreement on file at all times during the term of established in Section 7 of this Agreement with their respective clerk's offices.

H. Counterparts. This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

Village of Machesney Park,
an Illinois municipal corporation

Village of Roscoe,
an Illinois municipal corporation

By: _____
Village President

By: _____
Village President

Attest: _____
Village Clerk

Attest: _____
Village Clerk

EXHIBIT A
Jurisdictional Boundary Line Illustrations

EXHIBIT A
Jurisdictional Boundary Line Legal Description

Exhibit A

Beginning at the Northwest corner of Section Seven (7), Township 45 North, Range One (1) East of the Third Principle Meridian; thence East along the Northerly Section Lines of Sections Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), each Section within Township 45 North, Range One (1) East of the Third Principle Meridian to the Northwest corner of Section Seven (7), Township 45 North, Range Two (2) East of the Third Principle Meridian, thence generally Easterly along the Corporate Boundary Line of the Village of Machesney Park to the point of intersection of the Corporate Boundary Line of the Village of Roscoe and the Corporate Boundary Line of the Village of Machesney Park, Said point of intersection located in the East one-half (1/2) of Section 9, Township 45 North, Range Two (2) East of Third Principle Meridian; thence generally North along the Corporate Boundary Line of the Village of Roscoe to the point of intersection of the Corporate Boundary Line of the Village of Roscoe and the Southerly Right of Way Line of the Swanson Road, Said point of intersection located on the North Line of the South One-Half (1/2) of Section 9, Township 45 North, Range Two (2) East of Third Principle Meridian, thence North $0^{\circ} 00' 00''$ East $33.0'$; thence East exactly parallel to the Southerly Right of Way Line of Swanson Road to the Westerly Right of Way Line of Belvidere Road; thence $33.0'$ northeast in a direction exactly perpendicular to the Westerly Right of Way Line of Belvidere Road at said point of intersection; thence generally northwest exactly parallel to the Westerly Right of Way Line of Belvidere Road to the Half Section Line of Section 12, Township 45 North, Range Two (2) East of the Third Principle Meridian; thence East along the Half Section Line of Section 12, Township 45 North, Range Two (2) East of the Third Principle Meridian to the West Line of Section Seven (7), Township 45 North, Range Three (3) East of the Third Principle Meridian, thence East along the Half Section Lines of Sections Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), each Section within Township 45 North, Range Three (3) East of the Third Principle Meridian; the Boundary Line Ends at the point of intersection of the Half Section Line of Section 12, Township 45 North, Range Three (3) East of the Third Principle Meridian and the Easterly Section Line of Section 13, Township 45 North, Range Three East of the Third Principle Meridian.

