

VILLAGE OF LOMBARD

255 E. Wilson Ave.
Lombard, Illinois 60148-3926
(630) 620-5700 Fax (630) 620-8222
www.villageoflombard.org

Brigitte O'Brien
Village Clerk

100413

Village President
William J. Mueller

Village Clerk
Brigitte O'Brien

Trustees
Greg Alan Gron, Dist. 1
Keith T. Giagnorio, Dist. 2
Zachary C. Wilson, Dist. 3
Dana L. Moreau, Dist. 4
Laura A. Fitzpatrick, Dist. 5
William "Bill" Ware, Dist. 6

Village Manager
David A. Hulseberg

"Our shared Vision for Lombard is a community of excellence exemplified by its government working together with residents and businesses to create a distinctive sense of spirit and an outstanding quality of life."

"The Mission of the Village of Lombard is to provide superior and responsive governmental services to the people of Lombard."

January 26, 2011

Terry Burghard, Interim Village Manager
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

Re: Glen Ellyn/Lombard Municipal Boundary Agreement Review

Dear Mr. Burghard:

The Village of Lombard is in receipt of your attached correspondence dated January 21, 2011 relative to the proposed boundary line agreement amendment between the Villages of Glen Ellyn and Lombard. This correspondence outlines proposed changes to the existing line that establishes and serves as the ultimate municipal jurisdiction and extraterritorial jurisdiction between the two municipalities. The impetus of this review was set forth as part of the inter-governmental agreement (IGA) approved between the two municipalities in 2010 (Lombard Resolution 34-11, approved October 7, 2010 and recorded October 15, 2010) pertaining and related to improvements to the Hill Avenue bridge rehabilitation project.

The Village of Lombard has undertaken a review of your correspondence relative to the representations established within the IGA. As you are aware, we note that Subsection 6. (A.) (vii.) of the IGA specifically reads:

6. ADDITIONAL OBLIGATIONS OF THE PARTIES.

A. Amendment to Existing Boundary Agreement.

vii. Any proposed amendments to the boundary agreement provided for herein, shall be submitted to LOMBARD by GLEN ELLYN on or before January 30, 2011. LOMBARD shall accept the proposed amendments within thirty (30) days thereafter, on the condition that the proposed amendments are consistent with this Section 6(A), and that GLEN ELLYN is not otherwise in breach of this Agreement. In the event that GLEN ELLYN fails to submit any of the proposed amendments to the existing boundary agreement to LOMBARD by January 30, 2011, LOMBARD shall be released from its obligations contained in this Section 6A;

In review of your correspondence, we find that the representations in your correspondence are not consistent with intent of the IGA, in the following respects:

Flowerfield Neighborhood

Lombard notes that within the public notice prepared by Glen Ellyn, Section 7 A. of the draft Boundary Agreement and within Exhibit A is a reference to the concept of a Dual Jurisdiction Territory that would provide for annexations of property into either municipality. We assert that this language is fundamentally different with past discussions with Glen Ellyn and is inconsistent with the provisions set forth within the IGA (Section 6 A. and Exhibit E).

The IGA identified the potential of the neighborhood to be within Glen Ellyn's planning jurisdiction in its entirety. However, the IGA does not set forth parameters for a dual annexation area. Such a concept would be inherently inconsistent with traditional municipal infrastructure and service planning functions. The neighborhood currently has under-improved streets and public watermains have not been constructed within most of the public rights of way. With respect to sanitary sewers, Lombard previously entered into an intergovernmental agreement with DuPage County that sets forth parameters to transfer ownership of the constructed sanitary sewer lines to the Village of Lombard in 2014.

Lombard represents that without a unified approach to infrastructure construction and right of way maintenance, neither municipality would be successful in meeting the needs of the public. As annexation provisions within State Statutes dictate, individual annexations could result in the adjacent street network being inconsistently annexed between the municipalities. In fact, in the short term, piecemeal jurisdiction of the rights of way would also result in the potential of four different entities (York Township, Milton Township, Glen Ellyn and Lombard) being responsible for street maintenance within various segments within this neighborhood. Such an approach would also make it very difficult for any governmental entity to establish Special Service or Special Assessment Areas to provide for requisite infrastructure improvements in the future, if such improvements were needed.

Lombard represents that dual jurisdiction concept is not consistent with the IGA and cannot be supported. As such, we are requesting that Glen Ellyn express its position as to whether it seeks to amend the boundary line to include all of Flowerfield and the extraterritorial and corporate responsibilities contained therein, or whether it desires to not leave the neighborhood in its entirety within Lombard's ultimate jurisdiction by January 31, 2011.

Joint Jurisdiction Area

Within the draft Boundary Agreement are references to the Glenbard Acres neighborhood and depicts this area as part of a Joint Jurisdiction Territory (Exhibit C). We also note that this area was not discussed by either staff or our Village Board in consideration of the IGA. We also note that the language within the draft Boundary Agreement differs with the language previously established and currently in effect within the 1996 Boundary Agreement. Changes we have identified include:

1. Section 6 – the 1996 Agreement also legally describes the Glenbard Acres area, whereas the draft Boundary Agreement only identifies the Exhibit 3 map. For clarity purposes, the 1996 legal description should be added and a map reflecting the same should be added.
2. Section 6 C. – the 1996 Agreement references cancelling the agreement in its entirety should Glen Ellyn decline to adopt a resolution of support for a Lombard annexation, whereas the draft Boundary Agreement only calls for cancelling the provisions of Section 6. Lombard does not have any objections to this amendment.
3. Section 6 D. – the legal description in this subsection substantially differs between the 1996 Agreement and the draft Boundary Agreement. The 1996 Agreement only legally described the properties subject to Joint Jurisdiction Territory to remain zoned for non-single family residential purposes for a ten (10) year period as:

Lots 1 through 8, inclusive, in Block 1; Lots 1 through 12, inclusive in Block 2; and Lots 1 through 8 in Block 5; all in Glenbard Acres Homesites Subdivision of the Northeast ¼ of section 24, Township 39 North, Range 10 East of the Third Principal Meridian, in DuPage County, Illinois.

and not the entire Glenbard Acres neighborhood. Exhibit C should mirror the 1996 language and depict these two distinct areas.

4. Exhibit C should be re-titled “Joint Jurisdiction Territory” in lieu of “Joint Annexation Territory”, in order to alleviate confusion and confirm that the area is not contemplated to be annexed by Glen Ellyn in the future.
5. Section 6 H. – as with item 2 above, the 1996 Agreement references cancelling the agreement in its entirety should Glen Ellyn provide for the connection of properties to Glen Ellyn water and/or sewer without prior written consent of Lombard, whereas the draft agreement only calls for cancelling the provisions of Section 6. Lombard does not have any objections to this amendment.
6. Section 7 – currently the 1996 Agreement is set to expire in 2016. As the draft Boundary Agreement is currently written, the twenty year date provisions in the agreement would reset upon passage of the new Boundary Agreement (i.e., the Agreement would be in full force and effect until 2031). Please confirm Glen Ellyn’s intentions on this matter.

Legal Description of Proposed Boundary Line

Within Exhibit B of the draft legal description of the boundary amendment, we note the following additions and/or clarifications that should be added or addressed within the description:

Line 5 – the general description of the westerly right of way line will not be sufficient. The boundary line through PINs 05-12-204-001, 05-01-404-001 and 05-01-404-012 will need to be described, as the Illinois State Toll Highway Authority only has easement rights over Forest Preserve District property.

Line 6 – add a dimensional distance to the intersection line crossing the Union Pacific (former CNW) right of way.

Line 8 – missing description of east line of PIN 05-12-208-004, 05-12-401-015 and the crossing of the Illinois Prairie Path.

Line 13 – clarification should be offered to describe the line along the east side of 05-13-203-005 through 007, 05-13-205-021 and exclusion of the unimproved Madison Street right of way west of Interstate 355.

Line 21 – the line should read as follows: “East along the South lines of Lot S-5 in Block 5, Lots 1 through 13 in Block 6 (along with the previously vacated Highmoor Road right of way), and Lots 1”.

Line 30 – the description should recognize the current corporate limits between the two municipalities along Roosevelt Road.

Line 35 - the line should read as follows: “point of intersection occurring ~~within~~ at the southeast corner of Lot 23 in Block 9 in Glenbard Acres E-Homesites”.

Line 44 – verify the dimension, as the DuPage County Tax Assessment Maps depict this dimension as 51.34 feet.

In consideration of the items above, we request that you review the boundary line comments and offer any clarifications or additions as warranted. This will help ensure that the line accurately reflects the intention of the two municipalities.

Legal Review

Lombard recognizes the draft form of the Boundary Agreement and the comments offered above are intended to identify the substantive issues in the document. Should Glen Ellyn provide direction to Lombard in a matter that is consistent with the IGA, Lombard Counsel will provide final comments on the boundary agreement language accordingly.

Summation

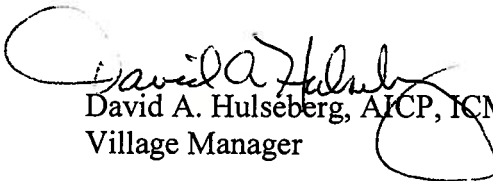
The Village of Lombard represents that the boundary line agreement correspondence transmitted by the Village of Glen Ellyn is not consistent with the intent of the IGA, and as such, is not accepting the provisions contained within the draft Boundary Agreement. At this point in time, we specifically request a response from Glen Ellyn by January 31, 2011 as to whether it seeks to have the Flowerfield area exclusively within the Glen Ellyn or Lombard boundary area.

Additionally, we also seek clarification on the Joint Jurisdiction Territory amendments as well as clarity on the final legal description of the boundary agreement.

Please contact me at (630) 620-5756 if you have questions.

Sincerely,

VILLAGE OF LOMBARD


David A. Hulseberg, AICP, ICMA-CM
Village Manager

attachments:

January 21, 2011 correspondence from Terry Burghard
1996 Lombard/Glen Ellyn Boundary Agreement

- c: William J. Mueller, Village President
Lombard Village Board of Trustees
Staci Hulseberg, AICP, Glen Ellyn Planning & Development Director
Stewart Diamond, Glen Ellyn Village Attorney
Michelle Stegall, Glen Ellyn Village Planner
William Heniff, AICP, Lombard Community Development Director
Thomas Bayer, Lombard Village Attorney



January 21, 2011

Village President
Mark Pfefferman

David Hulseberg, Village Manager
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148

Trustees
Jim Comerford
Peter E. Cooper
Phillip Hartweg
Carl L. Henninger
Peter F. Ladesic
Michelle Z. Thorsell

Re: Boundary Line Agreement

Village Clerk
Suzanne R. Connors

Dear Dave:

Interim Village Manager
Terry Burghard

As you are aware, the intergovernmental agreement between Glen Ellyn and Lombard regarding the Hill Avenue bridge includes a provision related to the boundary line between the municipalities. This provision states that if Glen Ellyn requests certain boundary line agreement amendments by January 30, 2011 that Lombard will approve these amendments within a specific timeframe. The purpose of this letter is to formally request the amendment of the boundary line between Glen Ellyn and Lombard as set forth in the enclosed agreement. The proposed changes to the boundary line are in the areas of the Great Western Trail, Churchill Woods, Hill Avenue, the Flowerfield Subdivision and include Forest Preserve and Tollway property south of Roosevelt Road. We believe that these changes provide for a more natural boundary between the communities by more closely following the I-355 corridor which acts as a natural divider.

The new boundary line proposed by Glen Ellyn is depicted on Exhibit A of the enclosed agreement. Per the intergovernmental agreement for the Hill Avenue bridge, the Village of Lombard is obligated to adopt the requested changes to the boundary line within 30 days. However, given the 2006 amendment to the Illinois Municipal Code which requires a minimum 30 day notice prior to the adoption of a boundary agreement, the Village of Glen Ellyn believes it would be appropriate to extend this timeframe to 60 days from the date of this letter.

Civic Center
535 Duane Street
Glen Ellyn, IL 60137
630 469-5000
Fax 630 469-8849
Web: www.glenellyn.org

The Village of Glen Ellyn plans to act on the enclosed agreement at our February 14, 2011 Board meeting. A copy of the notice that was published for this meeting is enclosed for your information. If Lombard has any comments about the draft agreement we would appreciate receiving your comments before January 31 so that any appropriate amendments can be made before the adoption of the agreement by Glen Ellyn. We would also be happy to meet with either yourself and/or your team to discuss any questions that you may have.

Police Department
535 Duane Street
630 469-1187
Fax 630 469-1861

We look forward to the adoption of an updated boundary line agreement between Lombard and Glen Ellyn. If you have any questions, please do not hesitate to contact me at 630-547-5200.

Public Works Department
30 South Lambert Road
630 469-6756
Fax 630 469-3128



January 20, 2011
Page 2

Village President
Mark Pfefferman

Sincerely,

Terry Burghard
Interim Village Manager

Trustees

Jim Comerford
Peter E. Cooper
Phillip Hartweg
Carl L. Henninger
Peter F. Ladesic
Michelle Z. Thorsell

Enclosures: Glen Ellyn Public Notice
Draft Agreement

Village Clerk

Suzanne R. Connors

Cc: Staci Hulseberg, Planning and Development Director
Stewart Diamond, Village Attorney
Michele Stegall, Village Planner
Bill Heniff, Lombard Community Development Director

Interim Village Manager

Terry Burghard

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Civic Center

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630 469-5000
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PUBLIC NOTICE

The Village of Glen Ellyn intends to consider the passage of an ordinance authorizing the execution of a new boundary agreement between the Village of Glen Ellyn and Village of Lombard. The boundary agreement will establish a line which shall mark the future boundaries of the two municipalities. Copies of the proposed ordinance, agreement, and maps which show the proposed boundary line are available for review during normal business hours at the office of the Planning and Development Director, at the Glen Ellyn Civic Center located at 535 Duane Street. The map which will be attached to the boundary agreement shows that the boundary line begins at North Avenue and continues southward to Butterfield Road. The proposed new boundary line can be legally described, as follows:

Beginning at the intersection of the North right-of-way line of North Avenue (Ill. Rt. 64) and the Westerly right-of-way line of the North-South Tollway (I-355); thence Southerly through the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 1 and the Northeast $\frac{1}{4}$ of Section 12, Township 39 North, Range 10, East of the Third Principal Meridian, along the Westerly right-of-way line of the North-South Tollway (I-355) to its intersection with the South right-of-way line of the Chicago and North Western Railway, thence Westerly along said South line to the Northeast corner of Lot 2 of Villa Park Kitchens Resubdivision, thence Southerly along the East line of said subdivision to its Southeast corner, thence southerly to the Northeast corner of Glen Oak Country Club, thence Southerly along the East line of Glen Oak Country Club to the Southwest corner of Lot 6 of County Clerk's Assessment Division of Sections 11 & 12, thence Easterly along the South line of said Lot 6 to its intersection with the Westerly right-of-way line of the North-South Tollway (I-355), thence Southerly along the Westerly right-of-way line of the North-South Tollway (I-355) to its intersection with the Northerly right-of-way line of Illinois Rt. 53; thence East along the Northerly right-of-way line of Illinois Rt. 53 to its intersection with the West line of Lot 10 in Block 4 in Flowerfield Acres Subdivision of parts of the Southeast $\frac{1}{4}$ of Section 13, Township 39 North, Range 10, East of the Third Principal Meridian and the Southwest $\frac{1}{4}$ of section 18, Township 39 North, Range 11, East of the Third Principal Meridian; thence South along the West lines of Lots 2, 3, 4 and 5 in Block 5 in Flowerfield Acres, aforesaid, to the Southwest corner of said Lot 5; thence East along the South lines of Lot S in Block 5, Lots 1 through 13 in Block 6, and Lots 1 and 10 through 17 in Block 7, all in Flowerfield Acres, aforesaid, to the West right-of-way line of Finley Road; thence South along the West right-of-way line of Finley Road to its intersection with the North right-of-way line of Roosevelt Road (Ill. Rt. 38); thence West along the North right-of-way line of Roosevelt Road (Ill. Rt. 38) to its intersection with the West line of the Southwest $\frac{1}{2}$ of Section 18, aforesaid; thence South along said West line of the Southwest $\frac{1}{2}$ of Section 18, aforesaid, and the Southerly extension thereof, to the South right-of-way line of Roosevelt Road (Ill. Rt. 38) ; thence West along the South right-of-way line of Roosevelt Road (Ill. Rt. 38) , through the Southeast $\frac{1}{2}$ of Section of 13, aforesaid, through the Northeast $\frac{1}{4}$ of Section 24, Township 39 North, Range 10, East of the Third Principal Meridian, to said South right-of-way line's intersection with the Westerly right-of-way line of the North-south Tollway (I-355); thence Southerly along the Westerly right-of-way line of the North-South Tollway (I-355) to its intersection with the East bank of the East Branch of the DuPage River, said point of intersection occurring within Lot 23 in Block 9 in Glenbard Acres E-Homesites Subdivision of part of the Northeast $\frac{1}{2}$ of Section 24, Township 39 North, Range 10, East of the Third Principal Meridian; thence Southerly along the East bank of the East Branch of the DuPage River through the Northeast $\frac{1}{2}$ of Section 24, aforesaid, the Southeast $\frac{1}{2}$ of Section 24, aforesaid, and the Northeast $\frac{1}{4}$ of

Section 25, Township 39 North, Range 10, East of the Third Principal Meridian to the intersection of said East bank with the Easterly extension of the North line of Lot 412 in Butterfield West Unit 4, a subdivision of parts of the Northeast ½ and Northwest ¼ of Section 25, aforesaid; thence West along the North line of said Lot 412, and the Easterly extension thereof, to a point on the North line of said Lot 412 located 56 feet West of the Northeast corner of said Lot 412; thence Southeasterly along a line drawn parallel to and 50 feet West of the East line of said Lot 412, to a point on said parallel line located 270 feet North of the South line of said Lot 412, as measured along said parallel line; thence in a Southwesterly direction to a point on the South line of said Lot 412, said point being located 320 feet West of the Southeast corner of said Lot 412; thence Westerly along the South line of said Lot 412 (said South line also being the North line of Lot 413 in Butterfield West Unit 4, aforesaid) to the Northwest corner of said Lot 413; thence Southerly along the Westerly line of said Lot 413 to its intersection with the North line of Lot 1 in Glen Briar Golf Course Subdivision of parts of the Northwest ½ and Southwest ½ of Section 25, Township 39 North, Range 10, East of the Third Principal Meridian; thence West along the North line of said Lot 1 to the Northwest corner of said Lot 1; thence Southerly along the Westerly line of said Lot 1 to its intersection with the North right-of way line of Butterfield Road (Ill. Rt. 56) ; all in DuPage County, Illinois.

For a portion of the boundary line, the agreement provides that one or the other municipality will not annex territory which lies within the proposed jurisdiction of the other municipality with the exception of the area commonly known as Flowerfield Acres which is legally described below and which could be annexed by either municipality.

All of Blocks 1, 2, 3, 4, 5, 6, and 7 in Flowerfield Acres in Section 13, Township 39 North, Range 10, East of the Third Principal Meridian and Section 18, Township 39 North, Range 11, East of the Third Principal Meridian, including Wilson Resubdivision of part of Block 1 in Flowerfield Acres, Nillers Lombard Subdivision of part of Block 4 in Flowerfield Acres, W&Z Edgewood Resubdivision of part of Block 7 in Flowerfield Acres, and Willey II Resubdivision of part of Block 1 in Flowerfield Acres.

The agreement will be in effect for a period of twenty (20) years after passage. The Glen Ellyn Village Board will consider the adoption of the boundary agreement at its upcoming Village Board meeting on February 14, 2010 at 8:00 p.m. and may approve the agreement that same evening. The agreement will also be considered by the Village of Lombard.

Questions related to the agreement should be directed to Staci Hulseberg, Glen Ellyn Planning and Development Director at 630-547-5241 or Michele Stegall, Glen Ellyn Village Planner at 630-547-5249. Individuals with disabilities who plan to attend the meeting and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities, are requested to contact the Village 24 hours in advance of the meeting.

Michele Stegall,
Village Planner

(Published in the Daily Herald on Thursday, January 13, 2011)

D R A F T – 1/14/11

**BOUNDARY AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND
THE VILLAGE OF GLEN ELLYN.**

THIS AGREEMENT, made and entered into this _____ day of _____,
20____, between the Village of Glen Ellyn, an Illinois municipal corporation (hereinafter called
“Glen Ellyn”), and the Village of Lombard, an Illinois municipal corporation (hereinafter called
“Lombard”);

W I T N E S S E T H :

WHEREAS, Division 12 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-12-1, et seq.), confers upon the corporate authorities of municipalities certain powers respecting the subdivision and platting of land situated within their corporate limits and within contiguous territory which is not more than one and one-half miles beyond the corporate limits of a municipality that has adopted an official plan or map pursuant to the authority conferred by said Division; and

WHEREAS, Lombard and Glen Ellyn have each adopted the necessary official plan or map pursuant to the authority conferred by statute; and

WHEREAS, 65 ILCS 5/11-12-9, specifically authorizes the corporate authorities of such municipalities to agree upon a line marking the boundaries of the jurisdiction of each of such corporate authorities for certain purposes; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970, authorizes municipalities to enter into contracts or agreements among themselves in order to exercise,

combine or transfer any power or function in any manner not prohibited by law or by ordinance;
and

WHEREAS, there is unincorporated territory in the County of DuPage situated within one and one-half miles of the corporate limits of both Glen Ellyn and Lombard; and

WHEREAS, there is certain property within said unincorporated territory which, although best situated to be eventually annexed into Lombard, will best be initially served with water and sanitary sewer service by Glen Ellyn; and

WHEREAS, Lombard and Glen Ellyn desire to use this Agreement to address certain matters relating to the development of the aforementioned property; and

WHEREAS, the parties have placed some properties owned by a single owner as divided by the boundary line in order that those properties can be better served by municipal services;
and

WHEREAS, some areas between the current boundaries of the parties may be better served by municipal services if they have a choice of annexation; and

WHEREAS, the proper public notices have been posted and published; and

WHEREAS, the parties wish to cancel the Common Boundary Agreement entered into in 1996; and

WHEREAS, the Corporate Authorities of Lombard and Glen Ellyn have determined that it will be in the best interests of each of said municipalities and the citizens thereof to enter into this Agreement, pursuant to the foregoing authority;

NOW, THEREFORE, in consideration of the foregoing, and the mutual agreements hereinafter set forth, and pursuant to 65 ILCS 5/11-12-9, and Section 10 of Article VII of the Illinois Constitution of 1970, Lombard and Glen Ellyn hereby agree, as follows:

SECTION 1: The provisions of the preamble hereinabove set forth are hereby restated as though herein fully set forth, and are made a part hereof.

SECTION 2: The boundary line (the "Boundary Line") depicted on the map attached hereto as Exhibit "A," legally described on Exhibit "B," and made part hereof, is hereby approved and adopted by Glen Ellyn and Lombard for all purposes of this Agreement. The area between Lombard's existing municipal boundary and the Boundary Line shall be defined as "Lombard's Annexation Boundary Area" (property East of the Boundary Line) and the area between Glen Ellyn's existing municipal boundary and the Boundary Line shall be defined as "Glen Ellyn's Annexation Boundary Area," (property West of the Boundary Line).

SECTION 3:

A. Except as set forth in Section 6 and Section 7 below, the Boundary Line shall limit the territory within which each of said Villages shall exercise the jurisdiction granted by Division 12 of Article 11 of the Illinois Municipal code (65 ILCS 5/11-12-1, et seq.). Lombard shall not exercise such jurisdiction in any territory within Glen Ellyn's Annexation Boundary Area as defined by this Agreement, and Glen Ellyn shall not exercise such jurisdiction in any territory within Lombard's Annexation Boundary Area as defined by this Agreement, but each such Village shall exercise such jurisdiction in the territory situated between the Boundary Line and their respective corporate limits.

B. Except as set forth in Section 6 and Section 7 below, Glen Ellyn hereby transfers to Lombard all powers, authority and jurisdiction which it may have within Lombard's Annexation Boundary Area as defined by this Agreement, and Lombard hereby transfers to Glen Ellyn all powers, authority and jurisdiction which it may have within Glen Ellyn's Annexation Boundary Area as defined by this Agreement.

SECTION 4:

A. At such times that the Boundary Line described in Section 2 of this Agreement is concurrent with any public right-of-way, said Boundary Line shall be delineated on the far side of said right-of-way, except where said public right-of-way is already within the corporate limits of a municipality.

B. If Lombard shall annex property located adjacent to a right-of-way within Glen Ellyn's Annexation Boundary Area prior to annexation of said right-of-way by Glen Ellyn, Lombard shall temporarily maintain and control the right-of-way until such time that Glen Ellyn shall annex contiguous property. If Glen Ellyn shall annex property located adjacent to a right-of-way within Lombard's Annexation Boundary Area, prior to annexation of said right-of-way by Lombard, Glen Ellyn shall temporarily maintain and control the right-of-way until such time that Lombard shall annex contiguous property. If necessary, the parties will enter into a transfer of jurisdiction over right-of-ways agreement to effectuate the final jurisdiction agreed to in this Agreement

C. At such time that either Village shall annex property contiguous to a right-of-way within its respective Annexation Boundary Area, said Village shall automatically annex the subject right-of-way. If the subject right-of-way is temporarily maintained and controlled by the other Village as referenced in Section 4(B) above, the right-of-way shall automatically be transferred to the Village having jurisdiction as defined by this Agreement.

D. Lombard and Glen Ellyn agree to take whatever actions are deemed necessary to put into effect the provisions of this Section 4.

SECTION 5: Except as provided for in Sections 6 and 7, both municipalities shall honor the Boundary Line in regard to the future annexation of territory that is presently unincorporated

without the prior written consent of the other municipality. Lombard will not annex any territory situated within Glen Ellyn's Annexation Boundary Area and Glen Ellyn will not annex any territory situated within Lombard's Annexation Boundary Area.

SECTION 6: It is agreed by Lombard and Glen Ellyn that, although the property depicted on the map attached hereto as Exhibit "C" , and made a part hereof, (the "Joint Jurisdiction Territory"), is within Lombard's Annexation Boundary Area, development of said Joint Jurisdiction Territory can best be accomplished with Glen Ellyn initially providing water and sanitary sewer service. As such, notwithstanding any other provision of this Agreement, Lombard and Glen Ellyn agree as follows relative to the Joint Jurisdiction Territory:

A. Prior to annexation of all, or any part of, the Joint Jurisdiction territory, Lombard will provide Glen Ellyn with information relative to the annexation and development, and will provide Glen Ellyn with an opportunity to comment on same. In evaluating any such annexation and development, Lombard will take into consideration the comments provided by Glen Ellyn.

B. Lombard shall not adopt any ordinance annexing all, or any portion of, the Joint Jurisdiction Territory unless Lombard receives a resolution from Glen Ellyn approving of the terms and conditions of the annexation, the zoning and any annexation agreement.

C. In the event that Glen Ellyn declines to adopt any resolution required by Section 6(B) above, Lombard shall have the option of canceling the terms and conditions of only Section 6 of this Agreement upon two (2) years' prior written notice. Any such notice shall be given in the same manner as set forth in Section 7 below.

D. Lombard agrees that upon annexation of the following described portion of the Joint Jurisdiction Territory, said portion shall be zoned for non-single family residential purposes and shall remain so zoned for a period of not less than ten (10) years:

All that portion of Blocks 1, 2, 3, 4 and 5 in Glenbard Acres Homesites Subdivision, and all that portion of Lots A through N in Glenbard Acres Homesites Subdivision of Block 5, Lot 13 in Glenbard Acres Homesites Subdivision, located East of the Easterly right-of-way line of the North-South Tollway (I-355), all in the Northeast ¼ of Section 24, Township 39 North, Range 10, East of the Third Principal Meridian, DuPage County, Illinois.

Said zoning restriction shall be set forth in the annexation agreement(s) relative to the above-described property.

E. Any sales tax Retailers' Occupation Tax and/or Service Occupation Tax) received by Lombard, from the property referenced in Section 6(D) above, shall be initially shared with Glen Ellyn on an equal basis, with each Village receiving fifty percent (50%) of said sales tax revenues. Upon receipt of any such sales tax revenues, Lombard shall, within sixty (60) days thereafter, forward to Glen Ellyn, Glen Ellyn's share of said revenues with a written statement indicating how Glen Ellyn's share was calculated.

F. Glen Ellyn shall allow any developer of property, located within any portion of the Joint Jurisdiction Territory that is annexed to Lombard, to connect to Glen Ellyn's water and sanitary sewer systems, and thereafter shall supply water and sanitary sewer service to the connected area, with the developer being responsible for constructing any service lines necessary to access Glen Ellyn's main water and sanitary sewer lines. To the extent that any such developer oversizes said service lines to provide capacity to serve properties other than those being developed by the developer, Glen Ellyn agrees to enter into a recapture agreement with said developer. The rates charged for water and/or sanitary sewer service by Glen Ellyn, within the Joint Jurisdiction territory, shall be the same as the rates charged to residents of Glen Ellyn.

G. Glen Ellyn shall not allow any property within the Joint Jurisdiction Territory, other than property annexed to Lombard, to connect to Glen Ellyn's water and/or sanitary sewer

system unless Glen Ellyn received the prior written consent from Lombard to do so. Said written consent shall be in the form of a resolution to be adopted by the corporate authorities of Lombard.

H. In the event that Lombard declines to adopt any resolution required by Section 6(G) above, Glen Ellyn shall have the option of canceling the terms and conditions of only Section 6 of this Agreement upon two (2) years' prior written notice. Any such notice shall be given in the same manner as set forth in Section 7, below.

I. If, at any time during the term of this Agreement, Lombard is able to serve the entire Joint Jurisdiction Territory with water or sanitary sewer service, and does serve the entire then annexed portion of the Joint Jurisdiction Territory with said service, the sales tax revenue sharing percents shall be revised to twenty-five percent (25%) Glen Ellyn and seventy-five percent (75%) Lombard.

J. If, at any time during the term of this Agreement, Lombard is able to serve the entire Joint Jurisdiction Territory with water and sanitary sewer service, and does serve the entire then annexed portion of the Joint Jurisdiction Territory with both water and sanitary sewer service, then the provisions of this Section 6 shall become null and void.

SECTION 7: A. It is agreed by Lombard and Glen Ellyn that the property depicted on the map attached hereto as Exhibit "D," and made a part hereof, ("The Dual Annexation Territory"), is located east of a portion of the boundary line. The Dual Annexation Territory is described as follows:

All of Blocks 1, 2, 3, 4, 5, 6, and 7 in Flowerfield Acres in Section 13, Township 39 North, Range 10, East of the Third Principal Meridian and Section 18, Township 39 North, Range 11, East of the Third Principal Meridian, including Wilson Resubdivision of part of Block 1 in Flowerfield Acres, Nillers Lombard Subdivision of part of Block 4 in Flowerfield Acres, W&Z Edgewood Resubdivision of part of Block 7 in Flowerfield Acres, and Willey II Resubdivision of part of Block 1 in Flowerfield Acres.

It is intended that either Glen Ellyn or Lombard may annex lots within the Dual Annexation Area described herein above and commonly known as the Flowerfield Acres Subdivision, on both sides of any roadway. As a result of the subject municipality's rights under this Section 7-A, the municipality shall accept a jurisdictional transfer of such roadways. If requested by the property owners within the Flowerfield Acres Subdivision, whose land is currently within the Village of Lombard, its Corporate Authorities will disconnect such property so long as those land owners have entered into annexation agreements with the Village of Glen Ellyn, which would cause the property to be annexed to the Village of Glen Ellyn.

B. There are a number of properties currently within the Village of Lombard which will be in Glen Ellyn's annexation boundary area under this Agreement. Upon a petition from the property owner, the Village of Lombard will disconnect a portion of the Great Western Trail, shown on Exhibit "E" and parcels of property shown on Exhibits "F" and "G" which properties will then be annexed to the Village of Glen Ellyn. In addition, to allow for the deannexation of the Churchill Woods property from Lombard, at such time as Glen Ellyn is able to provide water and sanitary sewer service to said property, and the DuPage County Forest Preserve District petitions the Village of Lombard to disconnect, the territory shown upon Exhibit "F" shall be disconnected from the Village of Lombard so that it may be annexed to the Village of Glen Ellyn.

SECTION 8: This Agreement shall remain in full force and effect for twenty (20) years from and after the date of the later of the attached Village Clerk's Certificates provided that this Agreement may be canceled by either Village by giving to the other Village prior written notice of such cancellation, by certified or registered mail, addressed to the Village President at the

address of the Village Hall, expressly stating the effective date of such cancellation, which may not be less than five (5) years after the giving of such notice.

SECTION 9: The provisions of this Agreement are intended to be severable; and if any provision hereof shall be determined by a court of competent jurisdiction to be invalid or legally unenforceable, then the remaining provisions hereof shall continue in full force and effect to the extent that reasonable interpretation and enforcement thereof may be accomplished in the absence of the provision so held to be invalid or unenforceable.

SECTION 10: This Agreement is not intended to and shall establish no rights in third-parties. This Agreement shall cancel all terms and conditions and replace the Joint Boundary Agreement entered into by the parties in 1996.

SECTION 11: This Agreement shall not become effective upon its approval by both municipalities until a copy hereof, certified by the Clerks of the respective Villages, has been filed in the Office of the Recorder of Deeds of DuPage County, Illinois, and placed on file in the Office of the clerk of each Village.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and delivered on the date first above written.

VILLAGE OF GLEN ELLYN,

By: _____
Village President

ATTEST:

Village Clerk

VILLAGE OF LOMBARD,

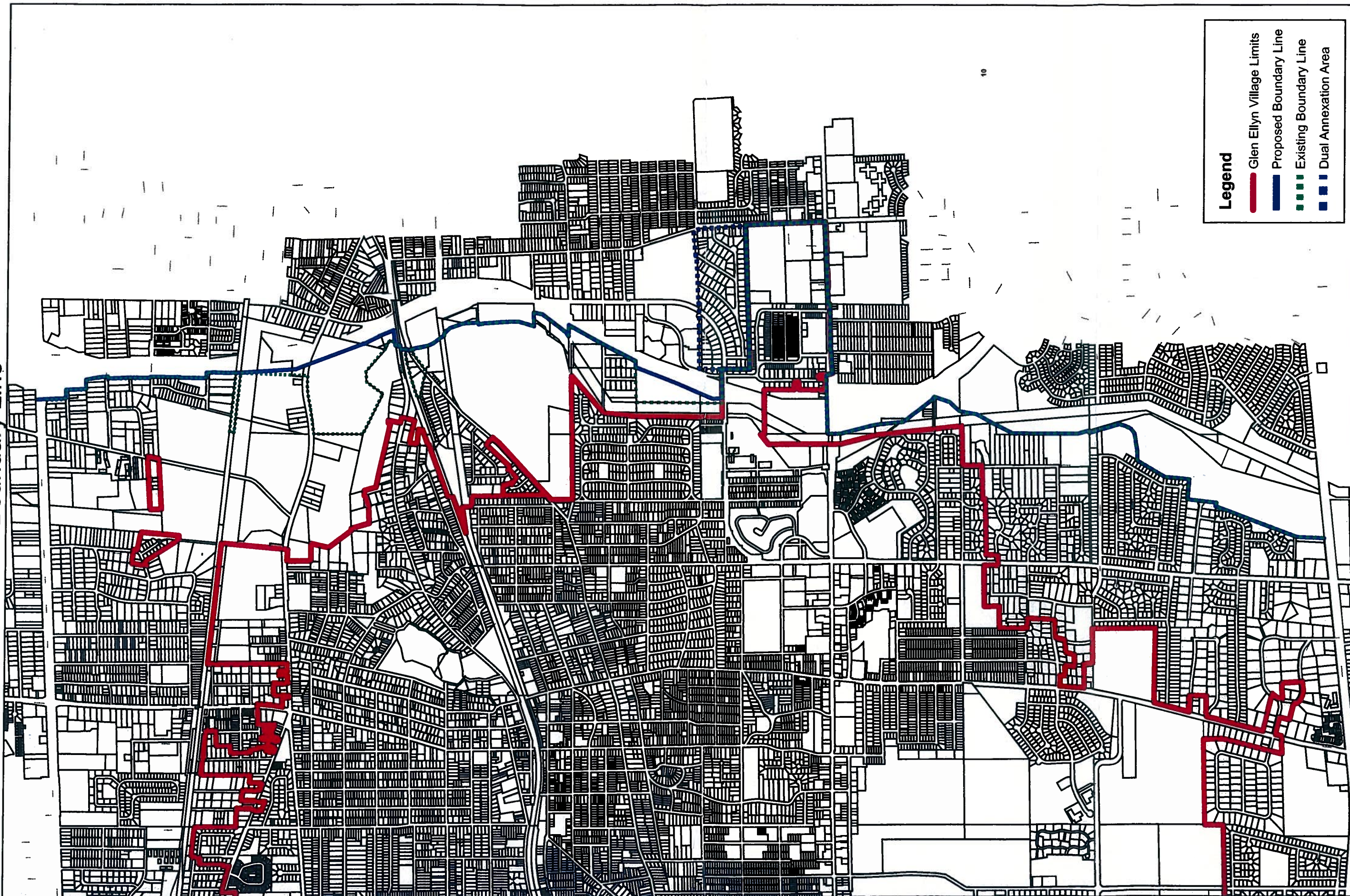
By: _____
Village President

ATTEST:

Village Clerk

X:\PlanDev\PLANNING\Boundary Line Agreements\Lombard\BoundaryLineAgrmt--Clean--1-14-11.doc

Exhibit A
Boundary Line



Legend

- Glen Ellyn Village Limits
- Proposed Boundary Line
- Existing Boundary Line
- Dual Annexation Area

Prepared By: Planning and Development
Date Prepared: January 10, 2011

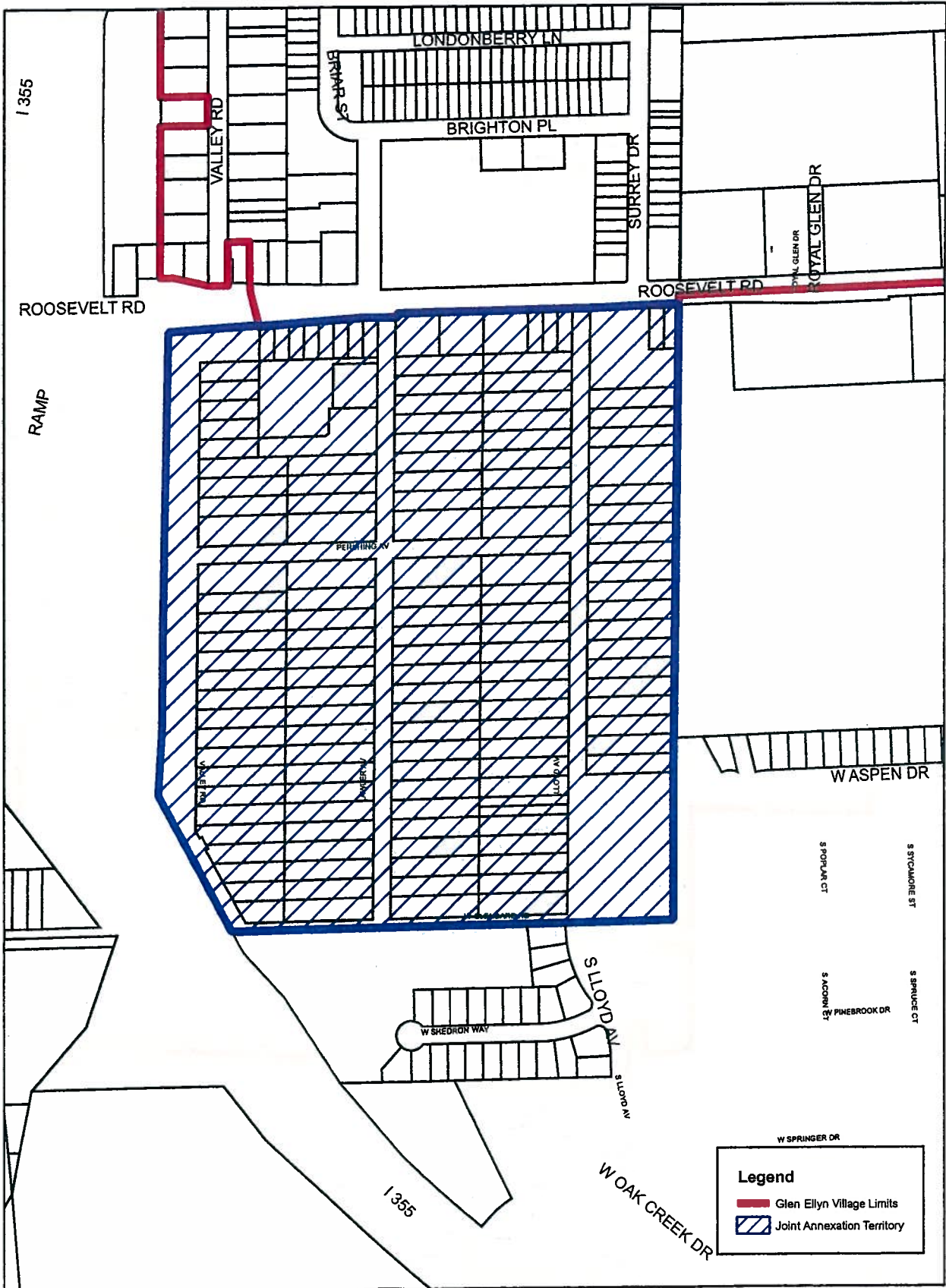


EXHIBIT B

Beginning at the intersection of the North right-of-way line of North Avenue (Ill. Rt. 64) and the Westerly right-of-way line of the North-South Tollway (I-355); thence Southerly through the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 1 and the Northeast $\frac{1}{4}$ of Section 12, Township 39 North, Range 10, East of the Third Principal Meridian, along the Westerly right-of-way line of the North-South Tollway (I-355) to its intersection with the South right-of-way line of the Chicago and North Western Railway, thence Westerly along said South line to the Northeast corner of Lot 2 of Villa Park Kitchens Resubdivision, thence Southerly along the East line of said subdivision to its Southeast corner, thence southerly to the Northeast corner of Glen Oak Country Club, thence Southerly along the East line of Glen Oak Country Club to the Southwest corner of Lot 6 of County Clerk's Assessment Division of Sections 11 & 12, thence Easterly along the South line of said Lot 6 to its intersection with the Westerly right-of-way line of the North-South Tollway (I-355), thence Southerly along the Westerly right-of-way line of the North-South Tollway (I-355) to its intersection with the Northerly right-of-way line of Illinois Rt. 53; thence East along the Northerly right-of-way line of Illinois Rt. 53 to its intersection with the West line of Lot 10 in Block 4 in Flowerfield Acres Subdivision of parts of the Southeast $\frac{1}{4}$ of Section 13, Township 39 North, Range 10, East of the Third Principal Meridian and the Southwest $\frac{1}{4}$ of section 18, Township 39 North, Range 11, East of the Third Principal Meridian; thence South along the West lines of Lots 2, 3, 4 and 5 in Block 5 in Flowerfield Acres, aforesaid, to the Southwest corner of said Lot 5; thence East along the South lines of Lot S in Block 5, Lots 1 through 13 in Block 6, and Lots 1 and 10 through 17 in Block 7, all in Flowerfield Acres, aforesaid, to the West right-of-way line of Finley Road; thence South along the West right-of-way line of Finley Road to its intersection with the North right-of-way line of Roosevelt Road (Ill. Rt. 38); thence West along the North right-of-way line of Roosevelt Road (Ill. Rt. 38) to its intersection with the West line of the Southwest $\frac{1}{2}$ of Section 18, aforesaid; thence South along said West line of the Southwest $\frac{1}{2}$ of Section 18, aforesaid, and the Southerly extension thereof, to the South right-of-way line of Roosevelt Road (Ill. Rt. 38) ; thence West along the South right-of-way line of Roosevelt Road (Ill. Rt. 38) , through the Southeast

½ of Section of 13, aforesaid, through the Northeast ¼ of Section 24, Township 39 North, Range 10, East of the Third Principal Meridian, to said South right-of-way line's intersection with the Westerly right-of-way line of the North-south Tollway (I-355); thence Southerly along the Westerly right-of-way line of the North-South Tollway (I-355) to its intersection with the East bank of the East Branch of the DuPage River, said point of intersection occurring within Lot 23 in Block 9 in Glenbard Acres E-Homesites Subdivision of part of the Northeast ½ of Section 24, Township 39 North, Range 10, East of the Third Principal Meridian; thence Southerly along the East bank of the East Branch of the DuPage River through the Northeast ½ of Section 24, aforesaid, the Southeast ½ of Section 24, aforesaid, and the Northeast ¼ of Section 25, Township 39 North, Range 10, East of the Third Principal Meridian to the intersection of said East bank with the Easterly extension of the North line of Lot 412 in Butterfield West Unit 4, a subdivision of parts of the Northeast ½ and Northwest ¼ of Section 25, aforesaid; thence West along the North line of said Lot 412, and the Easterly extension thereof, to a point on the North line of said Lot 412 located 56 feet West of the Northeast corner of said Lot 412; thence Southeasterly along a line drawn parallel to and 50 feet West of the East line of said Lot 412, to a point on said parallel line located 270 feet North of the South line of said Lot 412, as measured along said parallel line; thence in a Southwesterly direction to a point on the South line of said Lot 412, said point being located 320 feet West of the Southeast corner of said Lot 412; thence Westerly along the South line of said Lot 412 (said South line also being the North line of Lot 413 in Butterfield West Unit 4, aforesaid) to the Northwest corner of said Lot 413; thence Southerly along the Westerly line of said Lot 413 to its intersection with the North line of Lot 1 in Glen Briar Golf Course Subdivision of parts of the Northwest ½ and Southwest ½ of Section 25, Township 39 North, Range 10, East of the Third Principal Meridian; thence West along the North line of said Lot 1 to the Northwest corner of said Lot 1; thence Southerly along the Westerly line of said Lot 1 to its intersection with the North right-of way line of Butterfield Road (Ill. Rt. 56) ; all in DuPage County, Illinois.

Exhibit C Joint Annexation Territory



Legend

- Glen Ellyn Village Limits
- Joint Annexation Territory

Prepared By: Glen Ellyn Planning and Development Department
Date Prepared: January 7, 2011

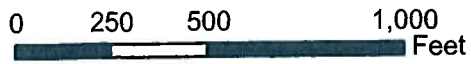
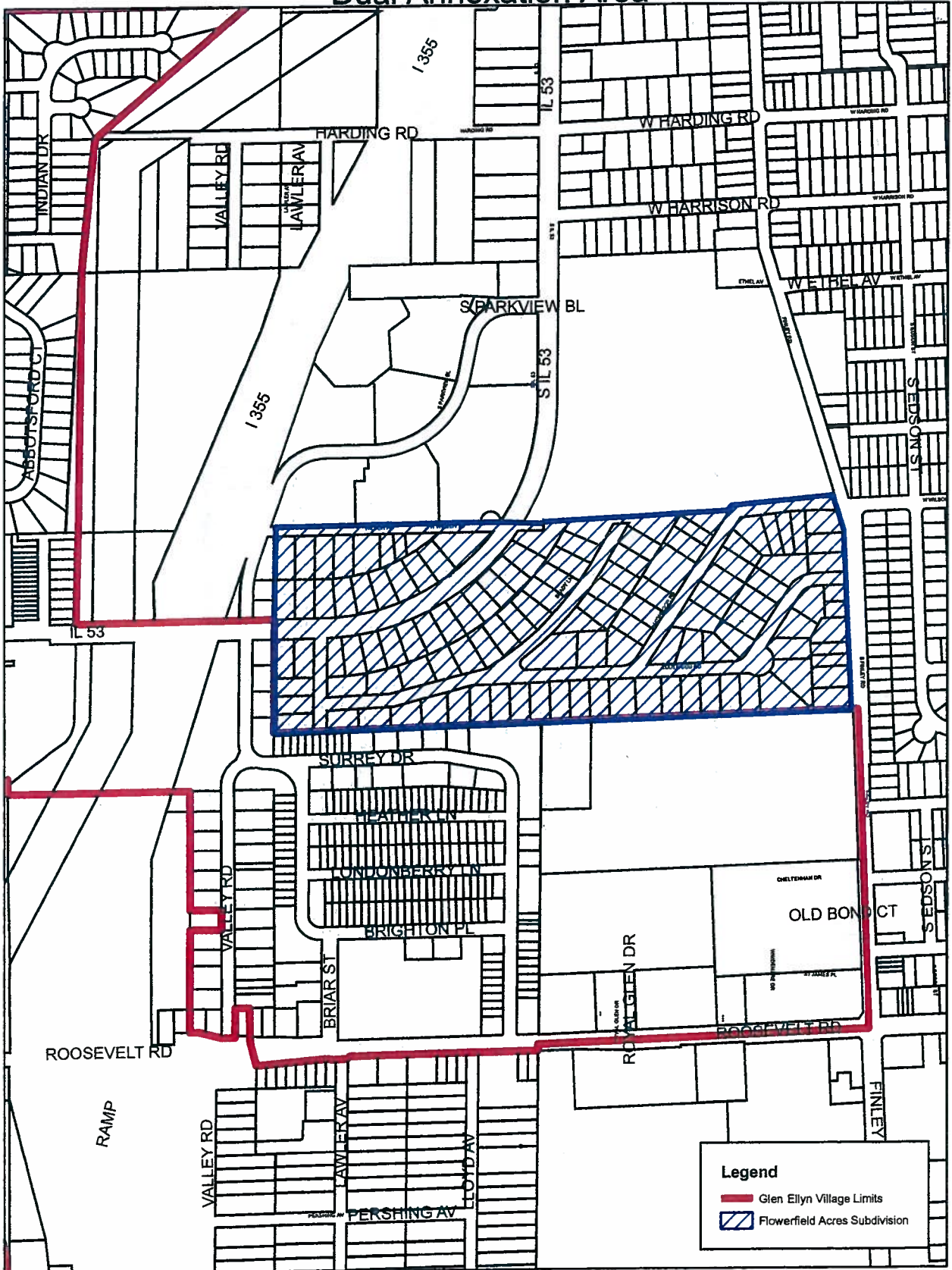


Exhibit D Flowerfield Acres Subdivision Dual Annexation Area

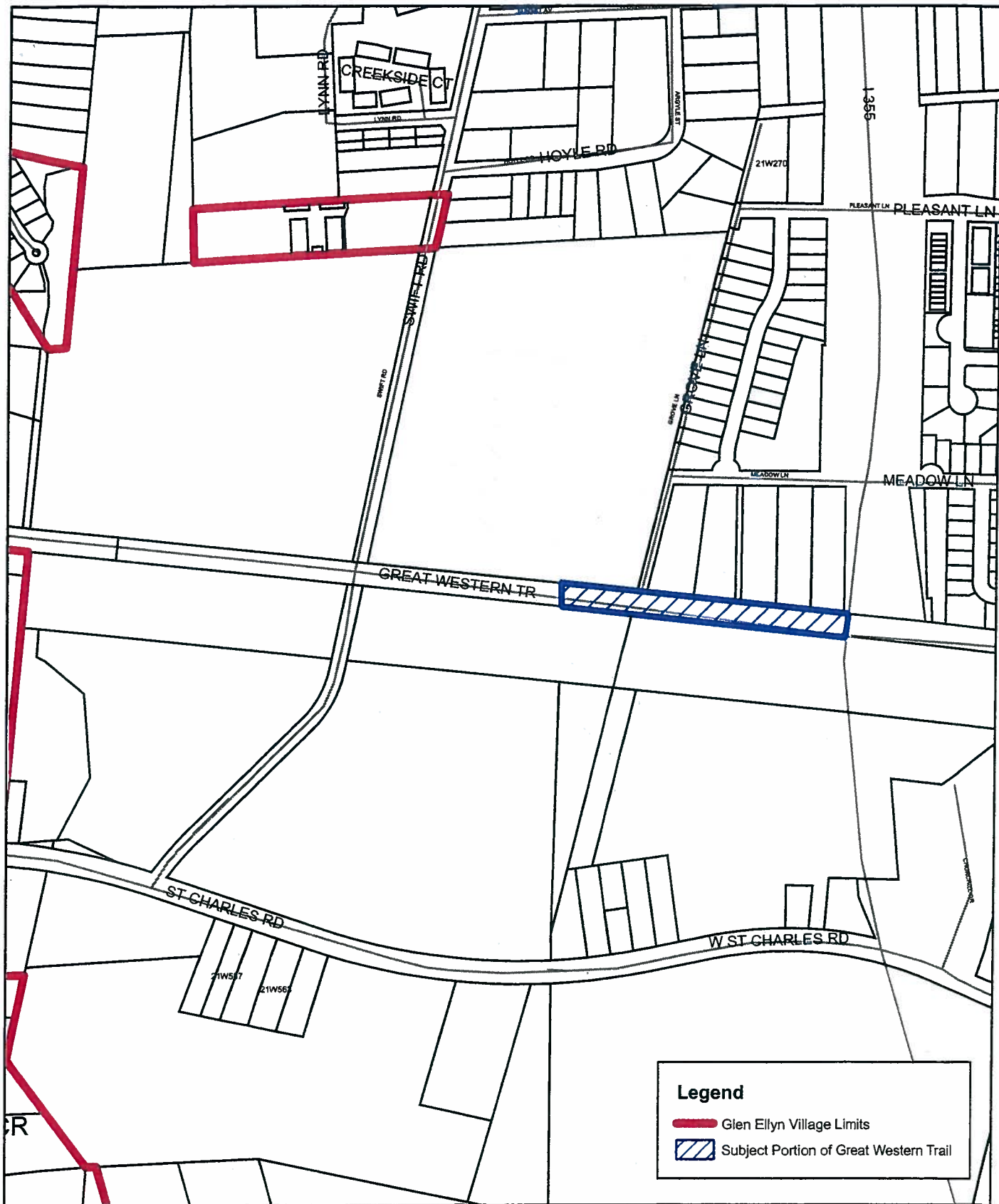


Prepared By: Glen Ellyn Planning and Development Department
Date Prepared: January 7, 2011

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Feet



Exhibit E Great Western Trail

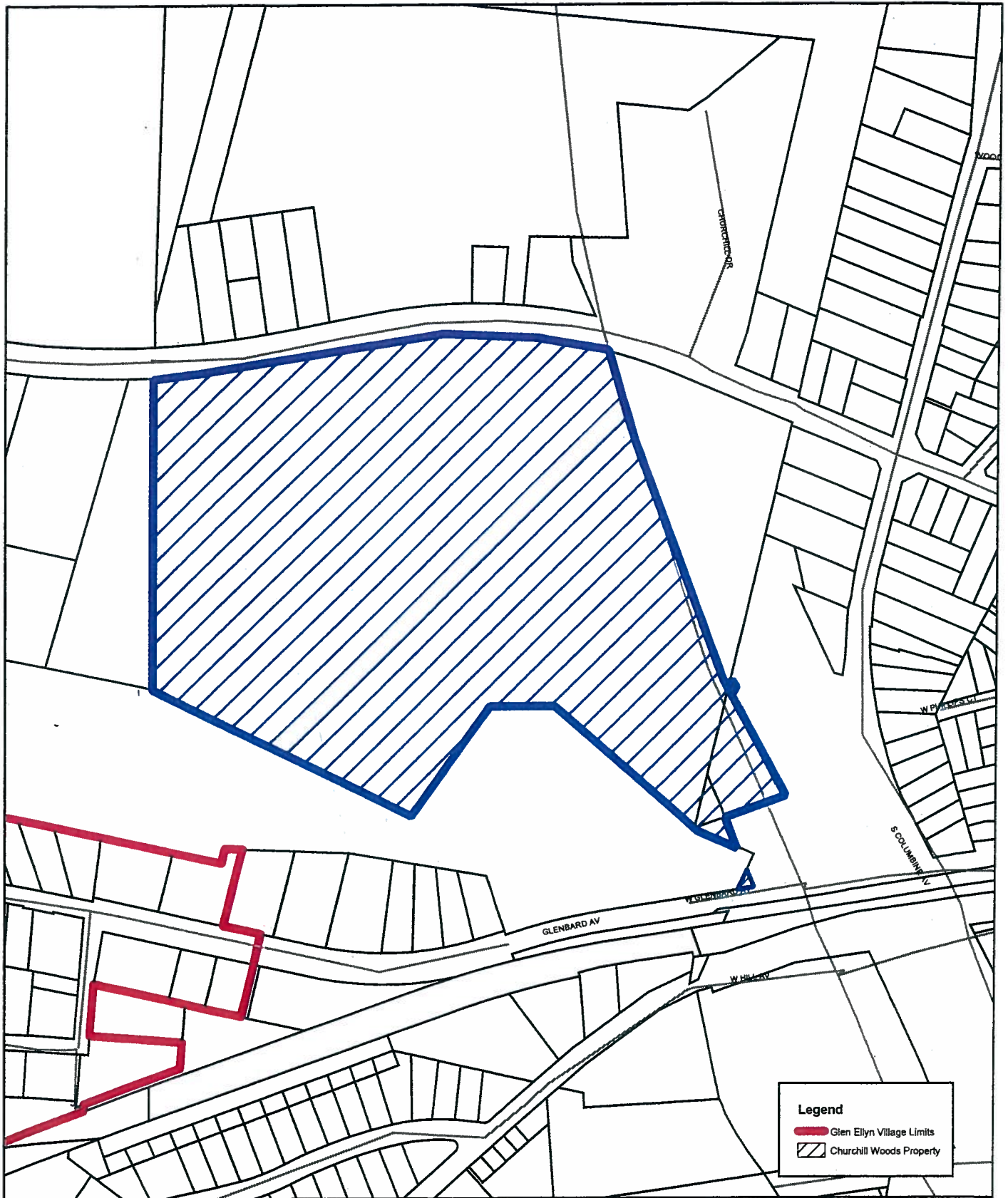


Prepared By: Glen Ellyn Planning and Development Department
Date Prepared: January 7, 2011

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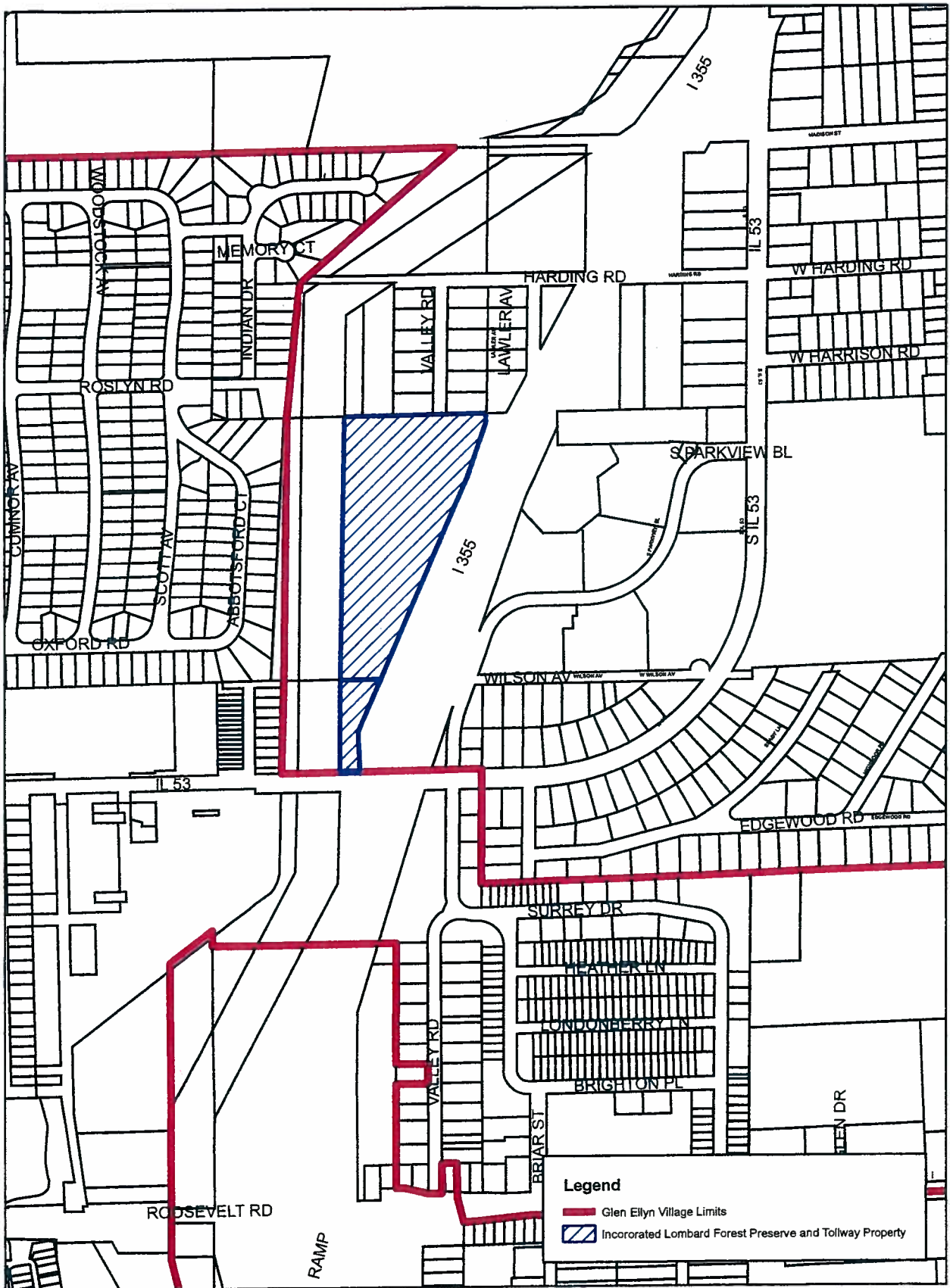
Exhibit F Churchill Woods



Prepared By: Glen Ellyn Planning and Development Department
Date Prepared: January 9, 2011



Exhibit G Forest Preserve and Tollway Property



Prepared By: Glen Ellyn Planning and Development Department
Date Prepared: January 7, 2011



R96-087064

96 MAY 24 AM 11:30

RECORDER
DU PAGE COUNTY

Blaney

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K

A COMMON BOUNDARY AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD
AND THE VILLAGE OF GLEN ELLYN

PREPARED BY THE
THE VILLAGE OF LOMBARD
255 E. WILSON AVENUE
LOMBARD, ILLINOIS 60148

COMMON BOUNDARY AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND
THE VILLAGE OF GLEN ELLYN

THIS AGREEMENT, made and entered into this 22ND day of _____
APRIL, 1996, between the VILLAGE OF GLEN ELLYN, an Illinois municipal corporation (hereinafter called "Glen Ellyn") and the VILLAGE OF LOMBARD, an Illinois municipal corporation (hereinafter called "Lombard"),

WITNESSETH:

WHEREAS, Division 12 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-12-1 et seq.) confers upon the corporate authorities of municipalities certain powers respecting the subdivision and platting of land situated within their corporate limits and within contiguous territory which is not more than one and one-half miles beyond the corporate limits of a municipality that has adopted an official plan or map pursuant to the authority conferred by said Division; and

WHEREAS, Lombard and Glen Ellyn have each adopted the necessary official plan or map pursuant to the authority conferred by statute; and

WHEREAS, 65 ILCS 5/11-12-9 specifically authorizes the corporate authorities of such municipalities to agree upon a line marking the boundaries of the jurisdiction of each of such corporate authorities for certain purposes; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes municipalities to enter into

contracts or agreements among themselves in order to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, there is unincorporated territory in the County of DuPage situated within one and one-half miles of the corporate limits of both Glen Ellyn and Lombard; and

WHEREAS, there is certain property within said unincorporated territory which, although best situated to be eventually annexed into Lombard, will best be initially served with water and sanitary sewer service by Glen Ellyn; and

WHEREAS, Lombard and Glen Ellyn desire to use this Agreement to address certain matters relating to the development of the aforementioned property; and

WHEREAS, the corporate authorities of Lombard and Glen Ellyn have determined that it will be in the best interests of each of said municipalities and the citizens thereof to enter into this Agreement, pursuant to the foregoing authority.

NOW, THEREFORE, in consideration of the foregoing, and the mutual agreements hereinafter set forth, and pursuant to 65 ILCS 5/11-12-9 and Section 10 of Article VII of the Illinois Constitution of 1970, Lombard and Glen Ellyn hereby agree as follows:

SECTION 1. The provisions of the preamble hereinabove set forth are hereby restated as though herein fully set forth, and are made a part hereof.

SECTION 2. The boundary line (the "Boundary Line") depicted on the map attached hereto as EXHIBIT A, and made part hereof, and legally described in EXHIBIT B attached hereto and made part hereof, is hereby approved and adopted by Glen Ellyn and Lombard for all purposes of this Agreement. The area between Lombard's existing municipal boundary and the Boundary Line shall be defined as "Lombard's Annexation Boundary Area" (property East of the Boundary Line) and the area between Glen Ellyn's existing municipal boundary and the Boundary Line shall be defined as "Glen Ellyn's Annexation Boundary Area" (property West of the Boundary Line).

SECTION 3.

A. Except as set forth in SECTION 6 below, the Boundary Line shall limit the territory within which each of said Villages shall exercise the jurisdiction granted by Division 12 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-12-1 et seq.). Lombard shall not exercise such jurisdiction in any territory within Glen Ellyn's Annexation Boundary Area as defined by this Agreement, and Glen Ellyn shall not exercise such jurisdiction in any territory within Lombard's Annexation Boundary Area as defined by this Agreement, but each such Village shall exercise such jurisdiction in the territory situated between the Boundary Line and their respective corporate limits.

B. Except as set forth in SECTION 6 below, Glen Ellyn hereby transfers to Lombard all powers, authority and jurisdiction which it may have within Lombard's Annexation Boundary Area as defined by this Agreement, and Lombard hereby transfers to Glen Ellyn all

powers, authority and jurisdiction which it may have within Glen Ellyn's Annexation Boundary Area as defined by this Agreement.

SECTION 4.

A. At such times that the Boundary Line described in Section 2 of this Agreement is concurrent with any public right-of-way, said Boundary Line shall be delineated on the far side of said right-of-way, except where said public right-of-way is already within the corporate limits of a municipality.

B. If Lombard shall annex property located adjacent to a right-of-way within Glen Ellyn's Annexation Boundary Area prior to annexation of said right-of-way by Glen Ellyn, Lombard shall temporarily maintain and control the right-of-way until such time that Glen Ellyn shall annex contiguous property. If Glen Ellyn shall annex property located adjacent to a right-of-way within Lombard's Annexation Boundary Area prior to annexation of said right-of-way by Lombard, Glen Ellyn shall temporarily maintain and control the right-of-way until such time that Lombard shall annex contiguous property.

C. At such time that either Village shall annex property contiguous to a right-of-way within its respective Annexation Boundary Area, said Village shall automatically annex the subject right-of-way. If the subject right-of-way is temporarily maintained and controlled by the other Village as referenced in SECTION 4(B) above, the right-of-way shall automatically be transferred to the Village having jurisdiction as defined by this Agreement.

D. Lombard and Glen Ellyn agree to take whatever actions are deemed necessary to put into effect the provisions of this SECTION 4.

SECTION 5. It is the intention of both municipalities to honor the Boundary Line in regard to the future annexation of territory that is presently unincorporated without the prior written consent of the other municipality. Lombard will not annex any territory situated within Glen Ellyn's Annexation Boundary Area and Glen Ellyn will not annex any territory situated within Lombard's Annexation Boundary Area.

SECTION 6. It is agreed by Lombard and Glen Ellyn that, although the property legally described on EXHIBIT C, attached hereto and made part hereof, and depicted on the map attached hereto as EXHIBIT D, and made part hereof, (the "Joint Jurisdiction Territory"), is within Lombard's Annexation Boundary Area, development of said Joint Jurisdiction Territory can best be accomplished with Glen Ellyn initially providing water and sanitary sewer service. As such, notwithstanding any other provision of this Agreement, Lombard and Glen Ellyn agree as follows relative to the Joint Jurisdiction Territory:

A. Prior to the annexation of all, or any part of, the Joint Jurisdiction Territory, Lombard will provide Glen Ellyn with information relative to the annexation and development, and will provide Glen Ellyn with an opportunity to comment on same. In evaluating any such annexation and development, Lombard will take into consideration the comments provided by Glen Ellyn.

B. Lombard shall not adopt any ordinance annexing all, or any portion of, the Joint Jurisdiction Territory unless Lombard receives a resolution from Glen Ellyn approving of the terms and conditions of the annexation, the zoning and any annexation agreement.

C. In the event that Glen Ellyn declines to adopt any resolution required by SECTION 6(B) above, Lombard shall have the option of canceling this Agreement upon two (2) years prior written notice. Any such notice shall be given in the same manner as set forth in SECTION 7 below.

D. Lombard agrees that upon annexation of the following described portion of the Joint Jurisdiction Territory, said portion shall be zoned for non-single family residential purposes and shall remain so zoned for a period of not less than ten (10) years:

Lots 1 through 8, inclusive, in Block 1; Lots 1 through 12, inclusive, in Block 2; and Lots 1 through 8, inclusive, in Block 5; all in Glenbard Acres Homesites Subdivision of the Northeast $\frac{1}{4}$ of Section 24, Township 39 North, Range 10, East of the Third Principal Meridian, DuPage County, Illinois.

Said zoning restriction shall be set forth in the annexation agreement(s) relative to the above-described property.

E. Any sales tax (Retailers' Occupation Tax and/or Service Occupation Tax) received by Lombard, from the property referenced in SECTION 6(D) above, shall be initially shared with Glen Ellyn on an equal basis, with each Village receiving fifty percent (50%) of said sales tax revenues. Upon receipt of any such sales tax revenues, Lombard shall, within sixty (60) days thereafter, forward

to Glen Ellyn, Glen Ellyn's share of said revenues with a written statement indicating how Glen Ellyn's share was calculated.

F. Glen Ellyn shall allow any developer of property, located within any portion of the Joint Jurisdiction Territory that is annexed to Lombard, to connect to Glen Ellyn's water and sanitary sewer systems, and thereafter shall supply water and sanitary sewer service to the connected area, with the developer being responsible for constructing any service lines necessary to access Glen Ellyn's main water and sanitary sewer lines. To the extent that any such developer oversizes said service lines to provide capacity to serve properties other than those being developed by the developer, Glen Ellyn agrees to enter into a recapture agreement with said developer. The rates charged for water and/or sanitary sewer service by Glen Ellyn, within the Joint Jurisdiction Territory, shall be the same as the rates charged to resident's of Glen Ellyn.

G. Glen Ellyn shall not allow any property within the Joint Jurisdiction Territory, other than property annexed to Lombard, to connect to Glen Ellyn's water and/or sanitary sewer system unless Glen Ellyn receives the prior written consent from Lombard to do so. Said written consent shall be in the form of a resolution to be adopted by the corporate authorities of Lombard.

H. In the event that Lombard declines to adopt any resolution required by SECTION 6(G) above, Glen Ellyn shall have the option of canceling this Agreement upon two (2) years prior written notice. Any such notice shall be given in the same manner as set forth in SECTION 7, below.

I. If, at any time during the term of this Agreement, Lombard is able to serve the entire Joint Jurisdiction Territory with water or sanitary sewer service, and does serve the entire then annexed portion of the Joint Jurisdiction Territory with said service, the sales tax revenue sharing percents shall be revised to twenty-five percent (25%) Glen Ellyn and seventy-five percent (75%) Lombard.

J. If, at any time during the term of this Agreement, Lombard is able to serve the entire Joint Jurisdiction Territory with water and sanitary sewer service, and does serve the entire then annexed portion of the Joint Jurisdiction Territory with both water and sanitary sewer service, then the provisions of this SECTION 6 shall become null and void.

SECTION 7. This Agreement shall remain in full force and effect for twenty (20) years from and after the date of the later of the attached Village Clerk's Certificates provided that this Agreement may be canceled by either Village by giving to the other Village prior written notice of such cancellation, by certified or registered mail, addressed to the Village President at the address of the Village Hall, expressly stating the effective date of such cancellation, which may not be less than three (3) years after the giving of such notice.

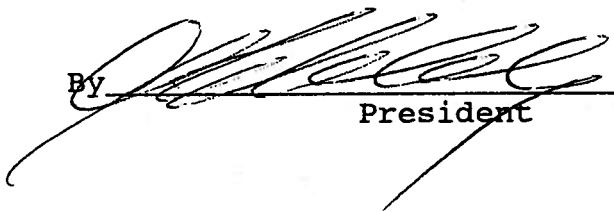
SECTION 8. The provisions of this Agreement are intended to be severable; and if any provision hereof shall be determined by a court of competent jurisdiction to be invalid or legally unenforceable, then the remaining provisions hereof shall continue

in full force and effect to the extent that reasonable interpretation and enforcement thereof may be accomplished in the absence of the provision so held to be invalid or unenforceable.

SECTION 9. This agreement shall not become effective until a copy hereof, certified by the Clerks of the respective Villages, has been filed in the Office of the Recorder of Deeds of DuPage County Illinois, and placed on file in the Office of the Clerk of each Village.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and delivered on the date first above written.

VILLAGE OF GLEN ELLYN


BY  _____
President

ATTEST:



Village Clerk

VILLAGE OF LOMBARD

BY  _____
Village President

ATTEST:



Village Clerk

EXHIBIT A
Lombard/Glen Ellyn Boundary Agreement
February 1996

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R96 87064

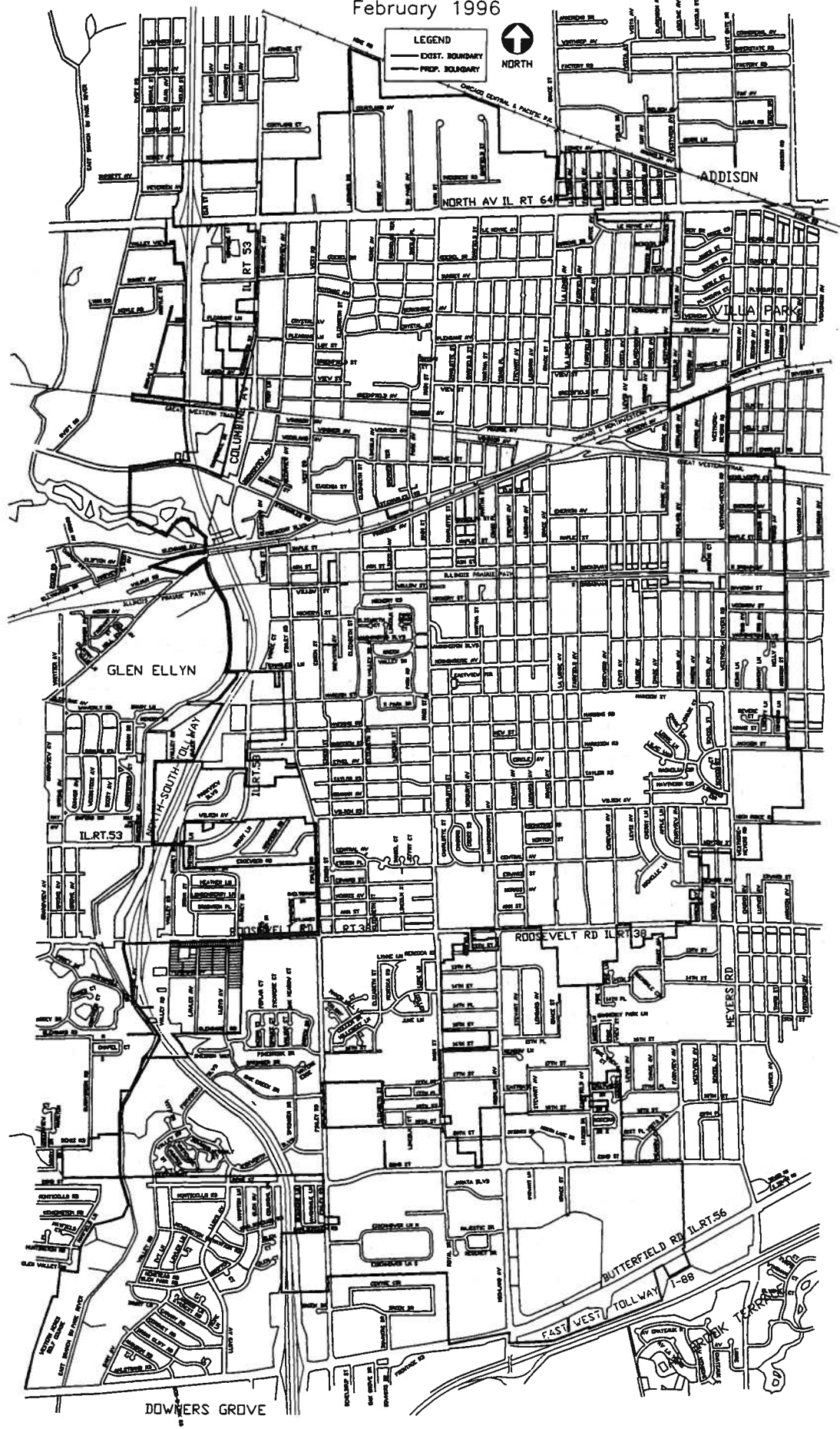


EXHIBIT B

Beginning at the intersection of the North right-of-way line of North Avenue (Ill. Rt. 64) and the Westerly right-of-way line of the North-South Tollway (I355); thence Southerly through the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 1, Township 39 North, Range 10, East of the Third Principal Meridian, along the Westerly right-of-way line of the North-South Tollway (I355) to its intersection with the existing Westerly border line of the Village of Lombard, said point of intersection being at a point on the South line of Lot 41 in Milton Township Supervisor's Assessment Plat 1 of the Southeast $\frac{1}{4}$ of Section 1, Township 39 North, Range 10 East of the Third Principal Meridian, located 75.34 feet East of the Southwest corner of said Lot 41, as measured along the South line of said lot 41; thence Northwesterly along the existing Westerly border line of the Village of Lombard approximately 1052.99 feet; thence Southerly along the existing Westerly border line of the Village of Lombard a distance of 100 feet; thence Southeasterly along the existing Westerly border line of the Village of Lombard approximately 1052.99 feet to said existing Westerly borders line's intersection with the Westerly right-of-way line of the North-South Tollway (I355); thence Southerly along the Westerly right-of-way line of the North-South Tollway (I355) to its intersection with the Northerly right-of-way line of St. Charles Road in the Northeast $\frac{1}{4}$ of Section 12, Township 39 North, Range 10, East of the Third Principal Meridian, said point of intersection also being a point of intersection between the existing Westerly border line of the Village of Lombard and the Westerly right-of-way line of the North-South Tollway (I355); thence following along the existing Westerly border line of the Village of Lombard in a generally Southerly direction through the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of Section 12, Township 39 North, Range 10, East of the Third Principal Meridian, to the intersection of said existing Westerly border line of the Village of Lombard and the Westerly right-of-way line of the North

South Tollway (I355), said point of intersection being located 758 feet North of the South line of the Southeast $\frac{1}{4}$ of said Section 12 and 233 West of the East line of the Southeast $\frac{1}{4}$ of said Section 12; thence Southerly along the Westerly right-of-way line of the North-South Tollway (I355) to its intersection with the existing Westerly border line of the Village of Lombard, said point of intersection being on the South line of Lot 18 in Anzak's Subdivision of part of the Northeast $\frac{1}{4}$ of Section 13, Township 39 North, Range 10, East of the Third Principal Meridian; thence West along the South lines of Lots 18, 7 and 6 in Anzak's Subdivision, aforesaid, and the Westerly extension thereof, to the Northeast corner of Lot 1 in Commonwealth Edison Co.'s Assessment Plat 9 in the Northeast $\frac{1}{4}$ of Section 13, aforesaid; thence South along the East line of said Lot 1 and the East line of Lot 3 in Commonwealth Edison Co.'s Assessment Plat 9 in the Southeast $\frac{1}{4}$ of Section 13, aforesaid, to its intersection with the Southerly right-of-way line of Illinois Rt. 53; thence East along the Southerly right-of-way line of Illinois Rt. 53 to its intersection with the West line of Lot 2 in Block 5 in Flowerfield Acres Subdivision of parts of the Southeast $\frac{1}{4}$ of Section 13, Township 39 North, Range 10, East of the Third Principal Meridian and the Southwest $\frac{1}{4}$ of Section 18, Township 39 North, Range 11, East of the Third Principal Meridian; thence South along the West lines of Lots 2, 3, 4 and 5 in Block 5 in Flowerfield Acres, aforesaid, to the Southwest corner of said Lot 5; thence East along the South lines of Lot 5 in Block 5, Lots 1 through 13 in Block 6, and Lots 1 and 10 through 17 in Block 7, all in Flowerfield Acres, aforesaid, to the West right-of-way line of Finley Road; thence South along the West right-of-way line of Finley Road to its intersection with the North right-of-way line of Roosevelt Road (Ill. Rt. 38); thence West along the North right-of-way line of Roosevelt Road (Ill. Rt. 38) to its intersection with the West line of the Southwest $\frac{1}{4}$ of Section 18, aforesaid; thence South along said West line of the Southwest $\frac{1}{4}$ of Section 18, aforesaid, and the Southerly extension thereof, to the South right-of-way line of Roosevelt Road (Ill. Rt. 38); thence West along the

South right-of-way line of Roosevelt Road (Ill. Rt. 38), through the Southeast $\frac{1}{4}$ of Section of 13, aforesaid, through the Northeast $\frac{1}{4}$ of Section 24, Township 39 North, Range 10, East of the Third Principal Meridian, to said South right-of-way line's intersection with the Westerly right-of-way line of the North-South Tollway (I355); thence Southerly along the Westerly right-of-way line of the North-South Tollway (I355) to its intersection with the East bank of the East Branch of the DuPage River, said point of intersection occurring within Lot 23 in Block 9 in Glenbard Acres Homesites Subdivision of part of the Northeast $\frac{1}{4}$ of Section 24, Township 39 North, Range 10, East of the Third Principal Meridian; thence Southerly along the East bank of the East Branch of the DuPage River through the Northeast $\frac{1}{4}$ of Section 24, aforesaid, the Southeast $\frac{1}{4}$ of Section 24, aforesaid, and the Northeast $\frac{1}{4}$ of Section 25, Township 39 North, Range 10, East of the Third Principal Meridian to the intersection of said East bank with the Easterly extension of the North line of Lot 412 in Butterfield West Unit 4, a subdivision of parts of the Northeast $\frac{1}{4}$ and Northwest $\frac{1}{4}$ of Section 25, aforesaid; thence West along the North line of said Lot 412, and the Easterly extension thereof, to a point on the North line of said Lot 412 located 56 feet West of the Northeast corner of said Lot 412; thence Southeasterly along a line drawn parallel to and 50 feet West of the East line of said Lot 412, to a point on said parallel line located 270 feet North of the South line of said Lot 412, as measured along said parallel line; thence in a Southwesterly direction to a point on the South line of said Lot 412, said point being located 320 feet West of the Southeast corner of said Lot 412; thence Westerly along the South line of said Lot 412 (said South line also being the North line of Lot 413 in Butterfield West Unit 4, aforesaid) to the Northwest corner of said Lot 413; thence Southerly along the Westerly line of said Lot 413 to its intersection with the North line of Lot 1 in Glen Briar Golf Course Subdivision of parts of the Northwest $\frac{1}{4}$ and Southwest $\frac{1}{4}$ of Section 25, Township 39 North, Range 10, East of the Third Principal Meridian; thence West along the North line of said Lot 1

to the Northwest corner of said Lot 1; thence Southerly along the Westerly line of said Lot 1 to its intersection with the North right-of way line of Butterfield Road (Ill. Rt. 56); all in DuPage County, Illinois.

LOMBARD-MISCELLANEOUS#3-A:\BAYER\LOMBARD.PAH

EXHIBIT C

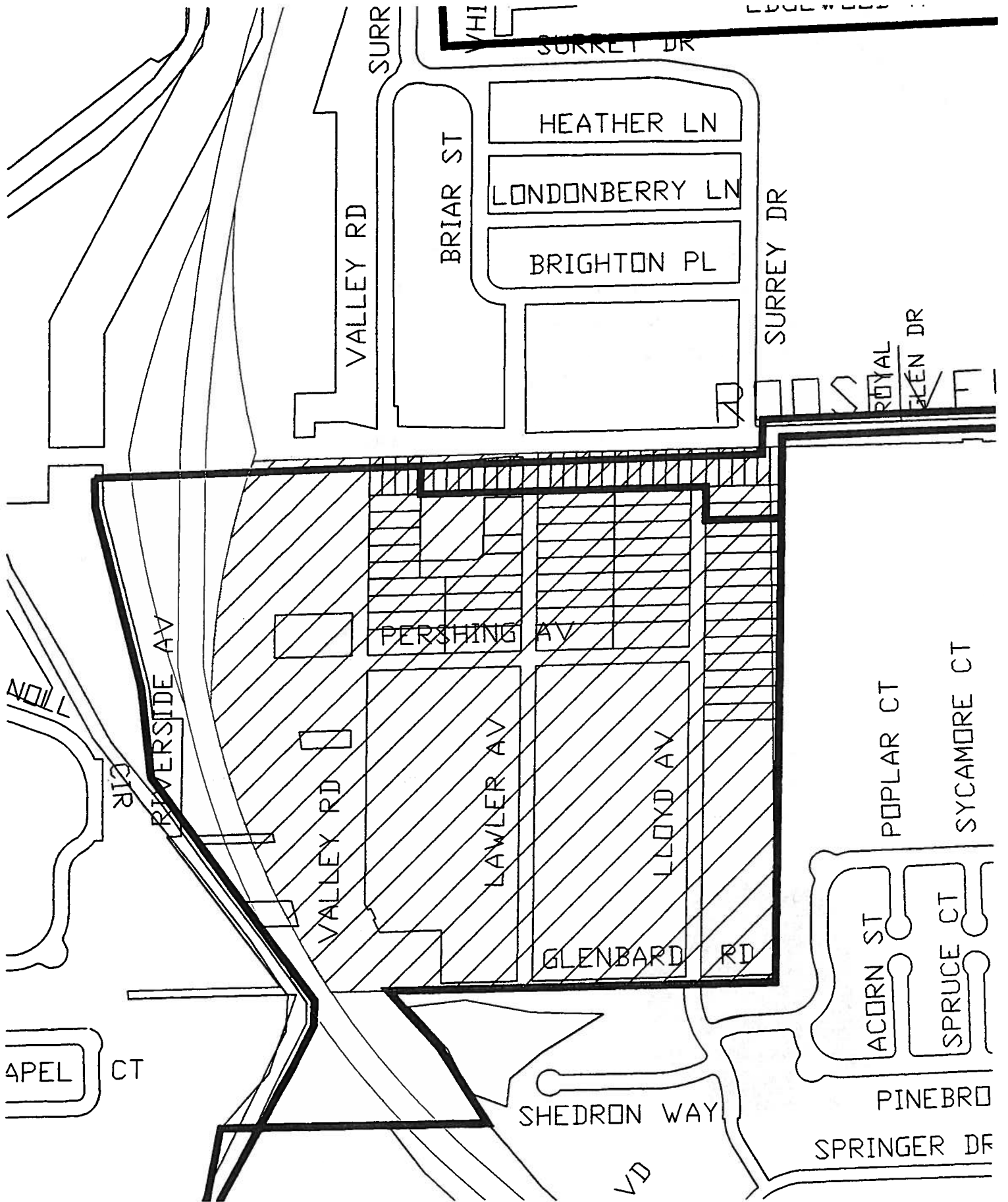
All that portion of Blocks 1, 2, 3, 4, 5, 6 and 7 in Glenbard Acres Homesites Subdivision, and all that portion of Lots A through N in Glenbard Acres Homesites Division of Block 5, Lot 13 in Glenbard Acres Homesites Subdivision, located East of the Easterly right-of-way line of the North-South Tollway (I355), all in the Northeast $\frac{1}{4}$ of Section 24, Township 39 North, Range 10, East of the Third Principal Meridian, DuPage County, Illinois.

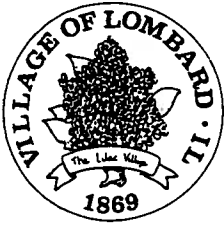
P.I.N.	05-24-202-027	05-24-203-028
	05-24-202-028	05-24-203-029
	05-24-202-029	
	05-24-202-030	05-24-208-005
	05-24-202-031	05-24-208-006
	05-24-202-032	05-24-208-042
	05-24-202-033	
	05-24-202-034	
	05-24-203-001	
	05-24-203-007	
	05-24-203-008	
	05-24-203-009	

LOMBARD-MISCELLANEOUS#3-A:\BAYER\LOMBARD.PAH

05-24-202-027 VAC ROOSEVELT RD
 05-24-202-028 VAC ROOSEVELT RD
 05-24-202-029 VAC ROOSEVELT RD
 05-24-202-030 807 W ROOSEVELT RD LOMBARD IL 60148
 05-24-202-031 21W 304 ROOSEVELT RD LOMBARD IL 60148
 05-24-202-032 VAC ROOSEVELT RD
 05-24-202-033 VAC ROOSEVELT RD
 05-24-202-034 VAC ROOSEVELT RD
 05-24-208-042 667W ROOSEVELT RD LOMBARD IL 60148
 05-24-208-006 667W ROOSEVELT RD LOMBARD IL 60148
 05-24-208-005 81W 051 ROOSEVELT RD LOMBARD IL 60148
 05-24-203-007 VAC ROOSEVELT RD
 05-24-203-001 VAC ROOSEVELT RD
 05-24-203-008 VAC ROOSEVELT RD
 05-24-203-009 21 W 051 ROOSEVELT RD LOMBARD IL 60148
 05-24-203-028 21 W 079 ROOSEVELT RD LOMBARD IL 60148
 05-24-203-029 701 W ROOSEVELT RD LOMBARD IL 60148

Exhibit D





I, Lorraine G. Gerhardt, hereby certify that I am the duly qualified Village Clerk of the **Village of Lombard**, DuPage County, Illinois, as authorized by Statute and provided by local Ordinance, and as such Village Clerk, I maintain and am safekeeper of the records and files of the President and Board of Trustees of said Village.

I further certify that attached hereto is a true and correct copy of A Common Boundary Agreement
Between the Village of Lombard and
the Village of Glen Ellyn

of the said Village as it appears from the official records of said Village duly passed on April 22, 1996.

In Witness Whereof, I have hereunto affixed my official signature and the Corporate Seal of said **Village of Lombard**, Du Page County, Illinois this 30th day of April, 1996.



Lorraine G. Gerhardt

Lorraine G. Gerhardt
 Village Clerk
 Village of Lombard
 DuPage County, Illinois




CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and elected Clerk of the Village of Glen Ellyn, DuPage County, Illinois; and, as such Clerk, I am the keeper of the official journal, records, and files of the Board of Trustees of said Village.

I do further certify that the attached is a full, true, and correct copy of the "Common Boundary Agreement Between the Village of Lombard and the Village of Glen Ellyn" that was approved by Glen Ellyn Ordinance No. 4371, which Ordinance was passed by the Board of Trustees of the Village of Glen Ellyn at a legally convened meeting in the Village of Glen Ellyn on April 22, 1996.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Glen Ellyn, Illinois, this 24TH day of APRIL, 1996.


Village Clerk

CORPORATE SEAL

