

**JURISDICTIONAL BOUNDARY LINE AGREEMENT BETWEEN THE  
VILLAGE OF PLAINFIELD AND THE UNITED CITY OF YORKVILLE,  
WILL AND KENDALL COUNTIES, ILLINOIS**

**WHEREAS**, the Village of Plainfield, Will and Kendall Counties, Illinois (“*Plainfield*”) is a home-rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 (the “*Constitution*”) and the United City of Yorkville, Kendall County, Illinois (the “*Yorkville*”) is a non-home rule municipality pursuant to the Constitution and the laws of the State of Illinois; and,

**WHEREAS**, both Plainfield and Yorkville, being units of local government, have the authority 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 ordinances pursuant to Article VII, Section 10 of the Constitution; and,

**WHEREAS**, pursuant to the Constitutional authority as aforesaid, Plainfield and Yorkville entered into a Jurisdictional Boundary Line Agreement, dated January 31, 2001, which recognized that the land lying between their present municipal boundaries is a rapidly developing area in which problems related to open space preservation, flood control, population density, ecological and economic impact and multi-purpose developments are ever increasing both in number and complexity and there is a need and desirability to provide for logical municipal boundaries and areas of municipal authority between these respective municipalities in order to plan effectively and efficiently for the growth and potential development between their communities; and,

**WHEREAS**, Plainfield and Yorkville desire to renew their agreement because the land lying between their present boundaries continue to rapidly develop and cooperation between the municipalities is necessary to address the demands which accompany development for transportation services, utility services and policing; and,

**WHEREAS**, Plainfield and Yorkville have entered into this Agreement as an exercise of their intergovernmental cooperation authority under the Constitution.

**NOW, THEREFORE**, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed between Plainfield and Yorkville, as follows:

1. Plainfield and Yorkville agree that in the unincorporated area lying between the two municipalities, the boundary line for municipal government planning, subdivision control, official map, ordinances, and other municipal purposes shall be as follows:

The centerline of Grove Road from Van Dyke Road, Kendall County, Illinois, extending north beyond Cherry Road, a distance of approximately 7.24 miles (the “*Jurisdictional Boundary Line*”) as depicted on the map attached hereto and made a part hereof.

2. With respect to the property lying westerly of the aforesaid line, Yorkville agrees, and with respect to the property lying easterly of the aforesaid line, Plainfield agrees, that it shall not annex any unincorporated territory nor shall it exercise or attempt to exercise or enforce any zoning subdivision control, official map, or other municipal authority or ordinances, except as may be hereinafter provided in this Agreement.
3. In the event that either Plainfield or Yorkville is better able to provide municipal water or sewer service to a particular parcel of land lying outside its boundaries, and annexed or to be annexed to the other municipality (as to Plainfield lying east of the Jurisdictional Boundary Line, and as to Yorkville, a parcel lying west of the Jurisdictional Boundary Line), the municipality better able to provide service shall not refuse service simply because the parcel is not within its boundaries limits and shall not require annexation, but shall, subject to availability and capacity, allow connection to and service from its utility system, subject at all times to the ordinances, fees and charges (uniformly applied) applicable to the providing of service to lands outside of the municipality.
4. In the event that either municipality's subdivision control authority cannot be exercised on its side of the said Jurisdictional Boundary Line because such municipality is not located within one and one-half (1 ½) miles of a proposed subdivision, and if the other municipality is located within one and one-half miles of said subdivision, then, in those events, each municipality hereby transfers its subdivision control authority to the other municipality pursuant to Section 10, Article VII of the Constitution so that subdivision control can be effected within the subject area as defined herein. In the event that any court of law shall find that the transfer of subdivision control power between units of local government is prohibited by law, then if either municipality cannot exercise its subdivision control on its side of the said boundary because it is not located within one and one-half (1 ½) miles of a proposed subdivision, and if the other municipality is located within one and one-half (1 ½) miles of said subdivision, then the latter municipality shall exercise subdivision control notwithstanding the boundaries established by this Agreement.
5. Neither Plainfield nor Yorkville shall either directly or indirectly seek any modification to this Agreement through court action and this Agreement shall remain in full force and effect until amended or changed by the mutual agreement of both respective corporate authorities.
6. If any provisions of the Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of the Agreement, which can be given effect without the invalid provisions, and to this end the provisions of this Agreement are too severable.
7. Plainfield and Yorkville agree to jointly cooperate with other agencies such as the Forest Preserve, State Agencies, Federal Agencies and others in an effort to set aside open space in order to retain the rural atmosphere of Kendall County.

8. The provisions of this Agreement shall not apply to property owned or under contract to purchase by either Plainfield or Yorkville during the time of said ownership or purchase agreement.
9. This Agreement shall be in full force and effect for a period of twenty (20) years from the date hereof and for such further and additional time as the parties hereto may hereafter agree by amendment to this Agreement.
10. This Agreement shall be construed in accordance with the laws of the State of Illinois and shall be published by the respective municipalities and recorded or filed with appropriate County recorders, County Clerks, and others as their interest may appear.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, Kendall County,  
Illinois, a municipal corporation

By: \_\_\_\_\_  
Mayor

*Attest:*

\_\_\_\_\_  
City Clerk

Village of Plainfield, Will County, Illinois  
a municipal corporation

By: \_\_\_\_\_  
Mayor

*Attest:*

\_\_\_\_\_  
Village Clerk