

C E R T I F I C A T E

I, Dawn M. Tandle, do hereby certify that I am the duly elected Clerk of the Village of Clarendon Hills, DuPage County, Illinois and am keeper of its records; and that the attached is a true and exact copy of Resolution No. R-02-07, passed and approved by the President and Trustees July 15, 2002. In witness thereof, I set my hand and affix the seal of the Village of Clarendon Hills this 16<sup>th</sup> day of July, 2002.

Dawn M. Tandle  
Village Clerk



RESOLUTION R-02-07

**RESOLUTION AUTHORIZING EXECUTION OF A COMMON BOUNDARY  
AGREEMENT WITH THE VILLAGE OF WESTMONT**

**WHEREAS**, the Villages of Westmont and Clarendon Hills have historically viewed the hypothetical extension of Richmond Avenue south of 55<sup>th</sup> Street as the ultimate boundary between the municipalities; and

**WHEREAS**, it is in the best interests of both municipalities to provide for the orderly extension of utilities and delivery of services to have an identified boundary for annexation; and

**WHEREAS**, representatives from the Villages of Westmont and Clarendon Hills have met and agreed upon a boundary for annexation that is in substantive conformity with earlier understandings; and

**WHEREAS**, a Common Boundary Agreement, a copy of which is attached hereto as Exhibit "A" and is, by this reference, incorporated herein, has been drafted for consideration and approval by both municipalities;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Clarendon Hills, DuPage County, Illinois as follows:

1. The Village President and Village Clerk are hereby authorized to execute and attest the Common Boundary Agreement respectively; and
2. Executed copies of the Agreement shall be transmitted to the Village of Westmont for their action; and
3. The Village Clerk shall and is hereby directed to file with the DuPage County Recorder's Office a certified copy of this Resolution, together with a fully executed copy of the Common Boundary Agreement.

4. All Resolutions or parts of Resolutions in conflict or which are inconsistent with this Resolution shall be repealed to the extent of any such conflict or inconsistency herewith.
5. This resolution shall take full force and effect from and after its passage and approval as provided by law.

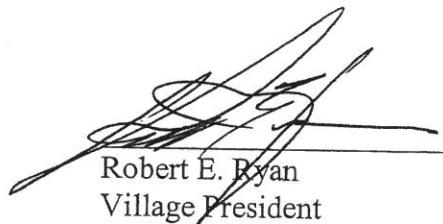
PASSED this 15th day of July, 2002, pursuant to a roll call vote as follows:

AYES: Trustees Flood, Hamman, Karaba and Pocius

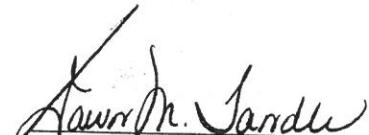
NAYS: None

ABSENT: Trustees Gallagher and O'Toole

APPROVED by me this 15th day of July, 2002.



Robert E. Ryan  
Village President



Dawn M. Tandle  
Village Clerk



EXHIBIT A

**COMMON BOUNDARY AGREEMENT  
BETWEEN THE VILLAGE OF CLARENDON HILLS  
AND THE VILLAGE OF WESTMONT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the VILLAGE OF WESTMONT, an Illinois municipal corporation (hereinafter referred to as "WESTMONT") and the VILLAGE OF CLARENDON HILLS, an Illinois municipal corporation (hereinafter referred to as "CLARENDON HILLS");

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 12; and

WHEREAS, CLARENDON HILLS and WESTMONT 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 and 5 ILCS 220/1 et seq. authorize 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 WESTMONT and CLARENDON HILLS; and

WHEREAS, the corporate authorities of CLARENDON HILLS and WESTMONT have determined that it is in the best interests of each of said municipalities and the citizens thereof to

enter into an agreement establishing a boundary line, pursuant to the foregoing authority;

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the constitutional and statutory authority referenced above, CLARENDON HILLS and WESTMONT agree as follows:

SECTION 1. RECITALS. The provisions of the preamble hereinabove set forth are hereby restated as though herein fully set forth.

SECTION 2. ESTABLISHMENT OF THE BOUNDARY LINE. The boundary line depicted on the map attached hereto as Exhibit "A", and made part hereof, and legally described on Exhibit "B" attached hereto and made part hereof, (hereinafter referred to as the "BOUNDARY LINE") is hereby approved and adopted by WESTMONT and CLARENDON HILLS for all purposes of this Agreement. The area between CLARENDON HILLS' existing municipal boundary and the BOUNDARY LINE shall be defined as "CLARENDON HILLS' ANNEXATION BOUNDARY AREA" (property North and East of the BOUNDARY LINE) and the area between WESTMONT'S existing municipal boundary and the BOUNDARY LINE shall be defined as "WESTMONT'S ANNEXATION BOUNDARY AREA" (property South and West of the BOUNDARY LINE).

SECTION 3. EXERCISE OF JURISDICTION GENERALLY.

A. The BOUNDARY LINE shall limit the territory within which each of said municipalities shall exercise the jurisdiction granted by Division 12 of Article 11 of the Illinois Municipal Code. CLARENDON HILLS shall not exercise such jurisdiction in any territory within WESTMONT'S ANNEXATION BOUNDARY AREA as defined by this Agreement, and WESTMONT shall not exercise such jurisdiction in any territory within CLARENDON HILLS' ANNEXATION BOUNDARY AREA as defined by this Agreement; but each such municipality shall exercise such jurisdiction in the territory situated between the BOUNDARY LINE and their

respective corporate limits.

B. Except as specifically provided for elsewhere in this Agreement, WESTMONT hereby transfers to CLARENDON HILLS all powers, authority and jurisdiction which it may have within CLARENDON HILLS' ANNEXATION BOUNDARY AREA as defined by this Agreement.

C. Except as specifically provided for elsewhere in this Agreement, CLARENDON HILLS hereby transfers to WESTMONT all powers, authority and jurisdiction which it may have within WESTMONT'S ANNEXATION BOUNDARY AREA as defined by this Agreement.

D. Subject to the consent of the underlying property owner where necessary, WESTMONT shall proceed with the de-annexation of property (including right-of-ways) which is presently within the corporate boundaries of WESTMONT but, pursuant to this Agreement, is located with CLARENDON HILLS' ANNEXATION BOUNDARY AREA.

E. Subject to the consent of the underlying property owner where necessary, CLARENDON HILLS shall proceed with the de-annexation of property (including right-of-ways) which is presently within the corporate boundaries of CLARENDON HILLS but, pursuant to this Agreement, is located with WESTMONT'S ANNEXATION BOUNDARY AREA.

#### SECTION 4. TEMPORARY AND PERMANENT RIGHT-OF-WAY JURISDICTION.

A. If CLARENDON HILLS shall annex property located adjacent to a right-of-way within WESTMONT'S ANNEXATION BOUNDARY AREA prior to annexation of said right-of-way by WESTMONT, CLARENDON HILLS shall temporarily maintain and control the right-of-way until such time that WESTMONT shall annex contiguous property.

B. If WESTMONT shall annex property located adjacent to a right-of-way within CLARENDON HILLS' ANNEXATION BOUNDARY AREA prior to annexation of said right-of-way by CLARENDON HILLS, WESTMONT shall temporarily maintain and control the right-of-way until such time that CLARENDON HILLS shall annex contiguous property.

C. At such time that WESTMONT shall annex property contiguous to a right-of-way within WESTMONT'S ANNEXATION BOUNDARY AREA, WESTMONT shall automatically annex the subject right-of-way. If the subject right-of-way is temporarily maintained and controlled by CLARENDON HILLS as referenced in Subsection A above, the right-of-way shall be transferred to WESTMONT pursuant to Section 3E above.

D. At such time that CLARENDON HILLS shall annex property contiguous to a right-of-way within CLARENDON HILLS' ANNEXATION BOUNDARY AREA, CLARENDON HILLS shall automatically annex the subject right-of-way. If the subject right-of-way is temporarily maintained and controlled by WESTMONT as referenced in Subsection B above, the right-of-way shall be transferred to CLARENDON HILLS pursuant to Section 3D above.

E. CLARENDON HILLS and WESTMONT agree to take whatever actions are deemed necessary to put into effect the provisions of this Section 4.

SECTION 5. HONORING BOUNDARY LINE. It is the intention of both municipalities to honor the BOUNDARY LINE in proceeding with the future annexation of territory that is presently unincorporated. CLARENDON HILLS will not annex any territory situated within WESTMONT'S ANNEXATION BOUNDARY AREA and WESTMONT will not annex any territory situated within CLARENDON HILLS' ANNEXATION BOUNDARY AREA without the prior written consent of the other municipality.

SECTION 6: UTILITIES.

A. WESTMONT agrees not to extend, construct or maintain utilities within CLARENDON HILLS' ANNEXATION BOUNDARY AREA without the express written consent of CLARENDON HILLS.

B. CLARENDON HILLS agrees not to extend, construct or maintain utilities within WESTMONT'S ANNEXATION BOUNDARY AREA without the express written consent of WESTMONT.

SECTION 7: ANNEXATION AGREEMENTS, ZONING AMENDMENTS AND COMPREHENSIVE PLAN AMENDMENTS.

- A. With respect to territory within WESTMONT'S ANNEXATION BOUNDARY AREA, WESTMONT shall give at least thirty (30) days prior written notice to CLARENDON HILLS before approving:
1. Any amendment to the WESTMONT Zoning Ordinance;
  2. Any annexation agreement;
  3. Any amendment to WESTMONT'S Official Comprehensive Plan adopted \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as "WESTMONT'S Comprehensive Plan"); or
  4. Any other action which commits WESTMONT to a particular land use within WESTMONT'S ANNEXATION BOUNDARY AREA and which substantially deviates from WESTMONT'S Comprehensive Plan.

Upon request of CLARENDON HILLS, CLARENDON HILLS shall be given a reasonable opportunity to review any of the foregoing proposed actions by WESTMONT, and to be heard in relation thereto by the Corporate Authorities of WESTMONT, prior to any final action being taken in relation thereto by WESTMONT.

- B. With respect to territory within CLARENDON HILLS' ANNEXATION BOUNDARY AREA, CLARENDON HILLS shall give at least thirty (30) days prior written notice to WESTMONT before approving:
1. Any amendment to the CLARENDON HILLS' Zoning Ordinance;
  2. Any annexation agreement;
  3. Any amendment to CLARENDON HILLS' Official Comprehensive Plan adopted April 29, 1991 (hereinafter referred to as "CLARENDON HILLS' Comprehensive Plan"); or
  4. Any other action which commits CLARENDON HILLS' to a particular land use within CLARENDON HILLS' ANNEXATION BOUNDARY AREA and which substantially deviates from CLARENDON HILLS' Comprehensive Plan.

Upon request of WESTMONT, WESTMONT shall be given a reasonable opportunity to review any of the foregoing proposed actions by CLARENDON HILLS, and to be heard in relation thereto by the Corporate Authorities of CLARENDON HILLS, prior to any final action being taken in relation thereto by CLARENDON HILLS.

SECTION 8: NOTICE. All notices or other writings required under this Agreement shall be served upon the recipient party in writing and shall be delivered personally or sent by registered or certified mail, return receipt request, postage prepaid, addressed as follows, or as the parties shall update in writing, as herein described, from time to time:

A. If to CLARENDON HILLS:

Village Manager  
Village of Clarendon Hills  
1 North Prospect Avenue  
Clarendon Hills, IL 60514

with a copy to:

Director of Community Development  
Village of Clarendon Hills  
1 North Prospect Avenue  
Clarendon Hills, IL 60514

B. If to WESTMONT:

Village Manager  
Village of Westmont  
31 West Quincy Street  
Westmont, Illinois 60559

with a copy to:

Director of Community Development  
Village of Westmont  
31 West Quincy Street  
Westmont, Illinois 60559

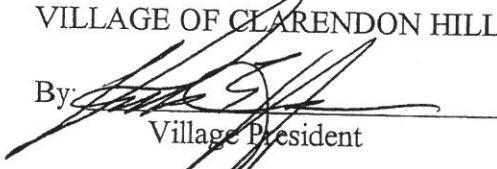
SECTION 9. TERM. This Agreement shall remain in full force and effect for twenty (20) years from and after the date set forth above.

SECTION 10. SEVERABILITY OF PROVISIONS. The provisions of this Agreement are intended to be severable. 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 11. EFFECTIVE DATE. This Agreement shall not become effective until a copy hereof, certified by the Clerks of the respective municipalities, has been filed in the Office of the Recorder of Deeds of DuPage County, Illinois, and copies hereof have been placed on file in the Office of the Clerk of each municipality.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

VILLAGE OF CLARENDON HILLS

By: 

Village President

Attest: 

Village Clerk

VILLAGE OF WESTMONT

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

Village President

Attest: \_\_\_\_\_

Village Clerk



Exhibit "A"

LEGAL DESCRIPTION

A Boundary Line traversing part of the North Half of Section 15, Township 38 North, Range 11 East of the Third Principal Meridian, in DuPage County, Illinois; said line being described as follows:

Beginning at the northwest corner of the Northeast Quarter of Section 15, said point also being the center point of the intersection of 55<sup>th</sup> Street and Richmond Avenue; thence south 33 feet to the northwest corner of The Reserve of Clarendon Hills; thence south along the west line of The Reserve of Clarendon Hills to the southwest corner thereof, said southwest corner being on the north line of 56<sup>th</sup> Street; thence south 66 feet along the west line of the Northeast Quarter of said Section 15 to the northwest corner of Lot 30 in Clarendon Hills Farms; thence south along the west line of Lots 30 through 36, inclusive, of said Clarendon Hills Farms to the southwest corner of Lot 36 thereof; thence east along the south line of Lot 36 of Clarendon Hills Farms to the southeast corner thereof, said corner being on the west line of Western Avenue; thence east 66 feet to the southwest corner of Lot 43 of Clarendon Hills Farms; thence east to the southeast corner of Lot 43 of Clarendon Hills Farms, said southeast corner being on the present west line of Bentley Avenue at 58<sup>th</sup> Street, for a point of termination.

