INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF SLEEPY HOLLOW AND THE CITY OF ELGIN
REGARDING JURISDICTIONAL BOUNDARIES

This Instrument Prepared by and
Return to After Recording:

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INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF ELGIN AND THE VILLAGE OF SLEEPY HOLLOW
REGARDING JURISDICTIONAL BOUNDARIES

THIS AGREEMENT is made and entered into this 3rd day of August, 2005, by and between the City of Elgin, an Illinois municipal corporation, Cook and Kane Counties, Illinois, (hereinafter referred to as the "City of Elgin"), and the Village of Sleepy Hollow, an Illinois municipal corporation, Kane County, Illinois (hereinafter referred to as the "Village of Sleepy Hollow").

WHEREAS, the City of Elgin and the Village of Sleepy Hollow have each adopted an official Comprehensive Plan pursuant to Section 11-12-6 et seq. of the Illinois Municipal Code; and

WHEREAS, municipalities with overlapping planning jurisdictions may enter into jurisdictional boundary agreements pursuant to Section 11-12-9 et seq. of the Illinois Municipal Code; and

WHEREAS, a jurisdictional boundary agreement is a useful tool for the implementation of the aforesaid official comprehensive plans; and

WHEREAS, it is in the mutual interests of the City of Elgin and the Village of Sleepy Hollow to plan for development and to provide for the general welfare of their respective residents by proceeding with development within and expansion beyond their present municipal boundaries in an orderly and determined fashion; and

WHEREAS, the City of Elgin, and the Village of Sleepy Hollow are units of local government as defined by Article VII, Section 1, of the Constitution of the State of Illinois; and

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

WHEREAS, the establishment of logical municipal boundaries and areas of municipal boundaries and areas of municipal authority between municipalities is a power or function authorized by the Constitution of the State of Illinois; and

WHEREAS, in arriving at this Agreement the City of Elgin and the Village of Sleepy Hollow have given consideration to the natural flow of stormwater drainage and, when practical, have included all of a single tract of land having common ownership within the jurisdiction of only one municipality; and

WHEREAS, the City of Elgin an the Village of Sleepy Hollow have authorized, by duly passed resolution, the execution of this agreement as an exercise of intergovernmental cooperation.
NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND UNDERTAKINGS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BY AND BETWEEN THE CITY OF ELGIN AND THE VILLAGE OF SLEEPY HOLLOW AS FOLLOWS:

1. **Map.** The parties have prepared a map attached hereto and made a part hereof as Exhibit 1 entitled "City of Elgin-Village of Sleepy Hollow Jurisdictional Areas", dated June 9, 2005.

2. **Village of Sleepy Hollow Jurisdictional Area.** The area designated on Exhibit 1 as the "Village of Sleepy Hollow Jurisdictional Area," lying generally north and east of the line depicted thereon, shall be subject to the jurisdiction of the Village of Sleepy Hollow for annexation, land use planning, zoning and subdivision control.

3. **City of Elgin Jurisdictional Area.** The area designated on Exhibit 1 as the "City of Elgin Jurisdictional Area," lying generally west and south of the line depicted thereon, shall be subject to the jurisdiction of the City of Elgin for annexation, land use planning, zoning and subdivision control.

4. **Municipal Authority.** Except as provided in Paragraph 7 hereof, neither the Village of Sleepy Hollow nor the City of Elgin shall act to annex or exercise any zoning authority or subdivision control authority within the jurisdictional area of the other municipality as depicted on Exhibit 1 nor will either the Village of Sleepy Hollow or the City of Elgin object to the annexation, planning, zoning or subdivision of property within the jurisdictional boundary assigned to the other party by this agreement.

5. **Sanitary Sewer and Municipal Water Service.** The parties shall cooperate as reasonably necessary, in the establishment of Facility Planning Area boundaries in accordance with the terms of this agreement; and upon either party (and/or FRWRD on behalf of the City of Elgin) filing a petition with the Northeastern Illinois Planning Commission, or any successor to said Commission or to the authority of said Commission, for approval of such boundaries by the Illinois Environmental Protection Agency or others, in order to implement the terms of this Agreement, the other party shall cooperate as reasonably necessary in the processing of such petition consistent with this Agreement. Notwithstanding the foregoing or anything to the contrary in this Agreement, the Village of Sleepy Hollow shall not expand the current boundaries of its Facility Planning Area (FPA) or provide sanitary sewer service or water service beyond its current FPA (that is, to the territory lying west of Randall Road or south of its existing FPA boundary).

6. **Sales Tax Sharing.** The City of Elgin shall pay to the Village of Sleepy Hollow, for a period of ten (10) years as defined in this paragraph, an amount equal to five (5%) percent of the Retailer Occupation Taxes (the "sales taxes") received by the City of Elgin from the development(s) to be located by the City on the land lying west of Randall Road and north of I-90 Tollway, specifically identified as the "The Grove" and the "Future Auto Mall" or other uses located thereon. For the purposes of identification, The Grove development property is identified as Parcel 1 in Exhibit 1 attached hereto and the Future Auto Mall development property is identified as Parcel 2.
on Exhibit 1 attached hereto. Provided, the total amount of the payments due under this paragraph shall not in any case exceed Eighty Thousand ($80,000.00) Dollars in total for both The Grove development property and the Future Auto Mall development property for any one calendar year. Provided further, for purposes of this Agreement, the period for calculating the amount due under said obligation to make payment related to each respective development shall commence on January 1 of the calendar year next following the date of issuance of the first occupancy permit for each respective development. By way of example only, if the first occupancy permit in The Grove Development Property were to be issued by the City of Elgin on June 1, 2005, then the period for calculating any amount to be paid to the Village of Sleepy Hollow would commence on January 1, 2006; and continue throughout the 2006 calendar year and subsequent years; and further, if the first occupancy permit in the Auto Mall Development Property were to be issued by the City of Elgin on October 15, 2007, the period for calculating any amount to be paid to the Village of Sleepy Hollow would commence on January 1, 2008 and continue throughout the 2008 calendar year and subsequent years.

7. Real Estate Tax Sharing. Notwithstanding anything to the contrary in this Agreement, in the event of the sale or a contract for the sale of all or a portion of the parcel of land identified as Parcel 3 on Exhibit 1 attached hereto to the Owners or Developers of the Randall Point Subdivision located in the City of Elgin, such Parcel 3 may be annexed, zoned and developed within the City of Elgin. In such event whereby Parcel 3 is annexed, zoned and developed into the City of Elgin during the term of this Agreement, the City of Elgin shall pay to the Village of Sleepy Hollow, for a period of ten (10) years as defined in this paragraph, an amount equal to fifty percent (50%) of the real estate taxes received by the City of Elgin from the development(s) on such Parcel 3 on Exhibit 1 attached hereto. For the purposes of this Agreement, the period for calculating the amount due under said obligation to make payment related to the development of such property shall commence on January 1 of the calendar year next following the date of issuance of the first occupancy permit on such property. By way of example only, if the first occupancy permit on such property were to be issued by the City of Elgin on June 1, 2005, then the period for calculating any amount to be paid to the Village of Sleepy Hollow would commence on January 1, 2006; and continue throughout the 2006 calendar year and subsequent years; and further, if the first occupancy permit on such property were to be issued by the City of Elgin on October 15, 2007, the period for calculating the amount to be paid to the Village of Sleepy Hollow would commence on January 1, 2008 and continue throughout the 2008 calendar year and subsequent years.

8. Future Disconnection. The parties acknowledge and agree that there is a parcel or parcels of land lying within the City of Elgin Jurisdictional Area as depicted on Exhibit 1 which currently lie within the boundaries of the Village of Sleepy Hollow. Upon proper filing by the owners of record of a majority of said territory, the Village of Sleepy Hollow corporate authorities shall within thirty (30) days enact an ordinance disconnecting same and the same shall be annexed to the City of Elgin.

9. Remedies. The parties acknowledge and agree that, in the event of breach by one of them of the covenants contained in paragraph 2, 3, 4, 5, 6, 7 or 8, each of which alone is a material element of this agreement, the other party shall be aggrieved and will suffer damages which are immediate, grave and irreparable, and for which no adequate remedy at law exists; and accordingly,
in the event of such breach by one party. The aggrieved party shall have the right to seek an order from a court of competent jurisdiction, preliminarily and/or permanently restraining and/or enjoining the breaching party from any further breach of said covenant or covenants incurring such breach. This right to injunctive relief shall be in addition to and not in lieu of any and all rights or remedies available to the aggrieved party under applicable Illinois law.

10. **Amendment.** Neither the City of Elgin nor the Village of Sleepy Hollow shall, directly or indirectly, seek any modification of this Agreement through court action; and this Agreement shall remain in full force and effect until amended or change through a joint written agreement duly authorized by the corporate authorities of both municipalities.

11. **Partial Invalidity.** If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provision and to this end the provisions of this Agreement are to be severable.

12. **Illinois Law.** This Agreement shall be construed in accordance with the law of the State of Illinois and shall be published in the respective municipalities and recorded or filed with appropriate County Records, County Clerks and others as their interests may appear.

13. **Term.** This Agreement shall expire twenty (20) years from the date hereof unless extended by mutual agreement of the parties. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

14. **Termination of Existing Jurisdictional Boundary and Land Use Agreement.** The City of Elgin and the Village of Sleepy Hollow hereby agree that the existing jurisdictional boundary and land use agreement between the City of Elgin and the Village of Sleepy Hollow dated March 25, 1993, be and is hereby terminated, null and void and that the parties hereto and thereto have no further obligations or rights with respect thereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 24th day of August, 2005.

CITY OF ELGIN

By: [Signature]
Mayor

ATTEST:
[Signature]
City Clerk