

**INTERGOVERNMENTAL AGREEMENT FIXING THE EXTRATERRITORIAL
BOUNDARIES FOR PURPOSES OF ANNEXATION BETWEEN THE
CITY OF LOVES PARK, ILLINOIS, A MUNICIPAL CORPORATION
AND
THE VILLAGE OF CALEDONIA, ILLINOIS, A MUNICIPAL CORPORATION**

THIS AGREEMENT (“Agreement”) is made this ___ day of _____, 20___, by and between the Village of Caledonia, Illinois, a municipal corporation, and the City of Loves Park, Illinois, a municipal corporation.

WITNESSETH:

WHEREAS, *Illinois Compiled Statutes*, Chapter 65, Section 5/11-12-5 provides for the exercise of certain municipal powers within the contiguous unincorporated territory extending one and one-half miles beyond the municipal limits of said municipality; and

WHEREAS, certain portions of each municipality’s extraterritorial areas overlap with the other municipality; and

WHEREAS, *Illinois Compiled Statutes*, Chapter 65, Section 5/11-12-9, grants corporate authorities having official plans the authority to agree upon a boundary line for the jurisdiction of each of the corporate authorities over unincorporated territory within one and one-half miles of their boundaries; and

WHEREAS, as units of local government, the Village of Caledonia and the City of Loves Park are authorized by Article VII, Section 10a of the Illinois Constitution of 1970 and by the Intergovernmental Cooperation Act to contract or otherwise associate among themselves and with individuals, associations or corporations in any manner not prohibited by law or ordinance using their credit, revenues and other resources to pay costs and service debts related to intergovernmental activities; and

WHEREAS, the Village of Caledonia and the City of Loves Park wish to enter into an agreement which would establish a jurisdictional boundary for the exercise of extraterritorial power over development in unincorporated areas and create limits beyond which the municipalities would agree not to annex; and

WHEREAS, The Village of Caledonia and the City of Loves Park have considered the natural flow of storm water drainage, the ownership of property in the area and the efficient provision of public services.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the sufficiency of which is acknowledged, it is hereby agreed as follows:

1. The Village of Caledonia and the City of Loves Park agree to jointly adopt the extraterritorial limits established by the boundary line legally described in the attached Exhibit “A” and titled “Village of Caledonia and City of Loves Park Extraterritorial Boundary Line” and incorporated herein, pursuant to *Illinois Compiled Statutes*, Chapter 65, Section 5/11-12-9.
2. That a drawing of said boundary line is depicted in Exhibit “B” and Exhibit “C”, both of which are attached hereto and incorporated herein.

3. The Village of Caledonia agrees, for the term of this Agreement, not to annex territory generally located southwest of said boundary line and which line is legally described in Exhibit "A" hereto and further depicted in Exhibits "B" and "C" attached hereto. Conversely, the City of Loves Park agrees, for the term of this Agreement, not to annex territory generally located northeast of said boundary line and which line is legally described in Exhibit "A" hereto and further depicted in Exhibits "B" and "C" attached hereto.
4. In the event areas less than 60 acres bounded entirely by the corporate limits of the parties to this Agreement are found to exist, with some territory lying on each side of the extraterritorial limits hereby established, the parties to this Agreement hereby agree to jointly pass the appropriate ordinances to annex these areas pursuant to *Illinois Compiled Statutes* Chapter 65, Section 5/7-1-13, with each party annexing that part of the territory on its side of the extraterritorial limits.
5. The Village of Caledonia and the City of Loves Park agree that neither municipality will exercise any zoning authority, or subdivision control authority beyond the boundary line established by this Agreement, said line being legally described in Exhibit "A" hereto and further depicted in Exhibits "B" and "C" hereto.
6. This Agreement shall remain in full force and effect for a period of 20 years after its effective date, unless mutually amended, modified, or rescinded. This Agreement may be terminated by either party upon written notice to the other party of a material default in the performance of any provision hereof and failure of the allegedly defaulting party to take substantial actions to correct the default within 60 days of the receipt of the written notice.
7. That upon passage, approval and adoption of this Agreement, by ordinances of the Village of Caledonia and the City of Loves Park, a certified copy of each ordinance along with a copy of the legal description of "Village of Caledonia and City of Loves Park Extraterritorial Boundary Line" and drawing thereof, shall be filed with the Recorder of Winnebago County and/or Boone County, as per the provisions of *Illinois Compiled Statutes*, Chapter 65, Section 5/11-12-9.

IN WITNESS WHEREOF, the Village of Caledonia has caused this Agreement to be executed, in duplicate, in its name, by its President and its Corporate Seal to be hereto affixed and to be attested to by its Village Clerk, pursuant to ordinance duly and legally adopted by its Board of Trustees, all at the day and date first above written and; the City of Loves Park has caused this Agreement to be executed, in duplicate, in its name, by its Mayor, and its Corporate Seal to be hereto affixed and to be attested to by its City Clerk, pursuant to ordinance duly and legally adopted by its City Council, all at the day and date first above written.

VILLAGE OF CALEDONIA,
a municipal Corporation,

BY: _____

Its President

ATTEST:

Village Clerk

CITY of LOVES PARK,
a municipal Corporation,

BY: _____

Its Mayor

ATTEST:

City Clerk