

**BOUNDARY LINE AGREEMENT BETWEEN
THE VILLAGE OF MORTON AND THE CITY OF EAST PEORIA**

THIS BOUNDARY LINE AGREEMENT (the "Agreement") is made this _____ day of _____, 2025, between the **VILLAGE OF MORTON**, Tazewell County, Illinois, an Illinois municipal corporation ("Morton") and the **CITY OF EAST PEORIA**, Tazewell County, an Illinois municipal corporation ("East Peoria") (collectively hereinafter, the "Parties").

RECITALS

Whereas, Section 11-12-9 of the Illinois Municipal Code (65 ILCS 5/11-12-9) allows municipalities to enter into agreements affecting annexation and jurisdiction within one and one-half miles of their common corporate boundaries; and

Whereas, both Morton and East Peoria have adopted official comprehensive plans in accordance with Division 12 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-12-1, *et seq.*); and

Whereas, the unincorporated territory to be affected by this Agreement is within one and one-half miles of the existing corporate boundaries of both Morton and East Peoria; and

Whereas, the Parties had previously entered into a boundary agreement that was recorded in September 1969 (and likely rendered terminated by subsequent legislative action), and the Parties now seek to enter into an updated boundary agreement that supersedes and replaces any proper boundary agreements between the Parties; and

Whereas, in arriving at this Agreement, the Parties hereto have considered the natural flow of storm water drainage and the common ownership of existing tracts within the unincorporated territory to be affected; and.

Whereas, the Parties have agreed to a boundary line which is shown on Exhibit A, attached hereto and incorporated by reference.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The Recitals are incorporated into and made a part of this Agreement.
2. Upon the effective date of this Agreement, Morton shall have exclusive jurisdiction of all property lying east of Roth Road and south of the boundary line depicted in Exhibit A (which shall also include any territory west of Roth Road that is south of said boundary line), and East Peoria shall have exclusive jurisdiction of all property lying west of Roth Road and north of said boundary line to the full extent allowed under Section 11-12-9 of the Illinois Municipal Code, as amended from time to

time.

3. Upon the effective date of this Agreement, East Peoria shall not annex any affected territory which lies east Roth Road or south of said boundary line depicted in Exhibit A (which shall also include any territory west of Roth Road that is south of said boundary line), without the express written consent of Morton. Furthermore, East Peoria shall void any existing Pre-Annexation Agreements for any territory which lies east of said boundary line.

4. Upon the effective date of this Agreement, Morton shall not annex any affected territory which lies both west of Roth Road and north of said boundary line as depicted in Exhibit A, without the express written consent of East Peoria. Furthermore, Morton shall void any existing Pre-Annexation Agreements for any territory which lies west or north of said boundary line.

5. The Parties agree they shall each diligently cause their planning boundaries to be amended to coincide with the jurisdiction and annexation boundary lines described herein.

6. This Agreement shall be valid for a period of twenty (20) years from the date hereof, and this Agreement may be extended, renewed, or revised as allowed by law.

7. Prior to adoption and execution of this Agreement, both Parties have complied with the notice requirements of Section 11-12-9 of the Illinois Municipal Code.

8. The Parties hereto agree that each party shall cause copies of this Boundary Line Agreement, certified as to the adoption by its municipal clerk, to be filed in the Office of the Recorder of Deeds of Tazewell County, Illinois, with copies to be made available in the office of each municipal clerk no later than 45 days from the date this Boundary Line Agreement is executed by both Parties.

9. This Agreement supersedes and replaces all prior agreements between the Parties regarding a boundary line between East Peoria and Morton should any portion of the Parties' prior boundary line agreement or any subsequent agreements remain in effect and legally valid. Further, this Agreement shall constitute the entire agreement between the Parties and shall supercede all negotiations and discussions relative to the subject matter hereof and fully integrates the agreement of the Parties.

10. This Agreement shall be governed by the laws of the State of Illinois, and its terms, provisions, covenants, and agreements shall be binding upon and inure to the benefit of the Parties hereto, their heirs, assigns, and successors. This Agreement shall only be amended in writing if properly approved by the respective governing body of each Party and then signed by both Parties.

11. This Agreement may be extended, renewed, or revised as allowed by law.

Any extension, renewal, or revision must be agreed upon in writing by both Parties and properly approved by the respective governing body of each Party.

12. In the event of any dispute arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved through negotiations, the Parties agree to submit the dispute to mediation. If mediation is unsuccessful, the Parties may pursue any legal remedies available to them under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first listed herein above.

VILLAGE OF MORTON

CITY OF EAST PEORIA

By _____
Its President

By _____
Its Mayor

ATTEST:

ATTEST:

Its Village Clerk

Its City Clerk

EXHIBIT A

Boundary Line Map – City of East Peoria and Village of Morton