

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement") is made on this ____ day of _____, 2011, by and between Genoveva Menendez ("Ms. Menendez") and the City of Aurora ("City") is as follows:

WHEREAS, Ms. Menendez certifies that she has clear title to the property located at 1126 S. Fourth Street, Aurora, Illinois ("Subject Property"), more fully described in Exhibit "A" of this Agreement, and is authorized to convey same to the City; and

WHEREAS, Ms. Menendez is desirous of donating said Subject Property to the City; and

WHEREAS, the City is desirous of accepting said donation; and

WHEREAS, Ms. Menendez will donate the Subject Property to the City upon the terms and conditions as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good, valuable and legal consideration the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

1. Ms. Menendez will convey and donate the Subject Property to the City by executing a quitclaim deed ("Deed") conveying title, as well as all rights and appurtenances pertaining thereto, including any right, title, and interest of Ms. Menendez as well as all improvements, fixtures, equipment and attached to, or used in connection with the buildings, and/other such improvements located on the Subject Property to the City of Aurora, a copy of the Deed is attached hereto as Exhibit "B".

2. Ms. Menendez warrants and represents that she is the sole fee simple owner of the Subject Property and has all the necessary authority to donate the Subject Property to the City. Ms. Menendez further warrants and represents that there are no mortgages, deeds of trust, liens, security interests, other financial encumbrances, or other pending contracts for sale relating to the Subject Property; that no other party has any right, title, or interest in the Subject Property; and there are no leases affecting or relating to the Subject Property. Between now and the date of execution of this Agreement, Ms. Menendez shall not enter into or consent to any leases, liens, encumbrances, covenants, conditions, restrictions, easements, rights of way, or agreement to take any other action affecting or modifying the status of title or otherwise affecting the Subject Property without the written consent of City.

3. Ms. Menendez further warrants and represents that, as the sole fee simple owner of the Subject Property, she has the authority to donate the Subject Property to the City and that her heirs, legates, assigns, or beneficiaries will be estopped from claiming otherwise.

4. Except as to any litigation or proceedings initiated by the City, Ms. Menendez warrants and represents that there are no actions or suits in law or equity or proceedings by third party including, without limitation, any governmental agency, now pending or, to the knowledge of Ms. Menendez, threatened against Ms. Menendez in connection with the Subject Property, and there

is no outstanding order, writ, injunction, judgment or decree of any court or governmental agency affecting the Subject Property.

5. Ms. Menendez represents there has not been made and will not be made, without the City's consent, any proffers or other commitments relating to the Subject Property, which would impose any obligation on the City or its successors and assigns, after the execution of this Agreement, to make any contribution of money or dedications of land or to construct, install or maintain any improvements of a public or private nature on or off the Subject Property.

6. Ms. Menendez warrants and represents that the execution and delivery of this Agreement, the completion of the donation contemplated herein, and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which Ms. Menendez is a party or by which it or the Subject Property is bound, or any judgment, decree, order, or award of any court, governmental body, or arbitrator, or any law, rule, regulation applicable to Ms. Menendez.

7. Ms. Menendez warrants and represents that she knows of no materially adverse fact, affecting or threatening to affect the Subject Property which has not been disclosed to the City in writing. Between now and the date of execution of this Agreement, Ms. Menendez shall notify the City, in writing, of any events which occur or any facts of which she becomes aware which would make any of her representations or warranties false or misleading.

8. Except as otherwise permitted by the City, in writing, each of the warranties and/or representations made herein by Ms. Menendez shall be deemed true and correct as of the date of execution. In the event of a breach by Ms. Menendez of said warranties and/or representation, relating to matters Ms. Menendez knew or, should have known, prior to the execution of this Agreement, Ms. Menendez shall indemnify the City for any and all claims, judgments, damages, fines, penalties, liability, costs and expenses, including, without limitation, attorney's fees arising or relating to any such action in connection to the Subject Property.

9. In exchange for the donation of the Subject Property, the City shall dismiss, with prejudice, its demolition action filed against Ms. Menendez in the Circuit Court of Kane County, Case No. 15 MR 917 and will waive any other fees, fines or penalties that may have been assessed against Ms. Menendez in connection to the Subject Property.

10. All risk of loss or damage to the Subject Property shall be borne by Ms. Menendez until the execution of this Agreement. However, in the event of any damage to the Subject Property prior to the execution of this Agreement, the City shall have the option, in its sole discretion, to (i) terminate the Agreement, or (ii) proceed as set forth herein, conditioned upon Ms. Menendez assigning all of its interest in insurances or other payments for loss or damage to the Subject Property.

11. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs successors and assigns.

12. Each of the parties hereto agree to execute such further documents and to take such further actions as may be reasonably necessary in order to effect the consummation of the donation contemplated hereby.

13. In the event of any default of the terms and conditions contained herein, the non-defaulting party shall be entitled to pursue any remedies at law or in equity in connection with the default of the other party. The election of either party to terminate this Agreement under the terms hereof shall not constitute a default.

14. Notice. Any notices, requests, demands, tenders and communications hereunder shall be in writing and may be served (i) by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (ii) by recognized overnight, third party prepaid courier service (such as Federal Express), (iii) by delivering the same in person to such party, or (iv) by facsimile with confirmation thereof, provided that if sent by facsimile, a duplicate copy is sent contemporaneously by one of the methods described in (i) through (iii) above. Any notice or other communication mailed as aforesaid shall be deemed effectively given (x) on the date of delivery if personally delivered or sent by electronic transmission, (y) on the date delivered if sent by courier service, or (z) on the date indicated on the return receipt if mailed. Either party may change its address for notices by giving notice to the other as provided below.

The addresses for notices are as follows:

If to City: The City of Aurora
 44 E. Downer Place
 Aurora, Illinois 60507-2607
 Attn: Jim Pilmer
 Telephone: (630) 256-3770
 Facsimile: (630) 256-3789

With copy to: Corporation Counsel
 44 E. Downer Place
 Aurora, IL 60507-26-7
 Telephone: (630) 256-3060
 Facsimile: (630) 256-3069

If to Ms. Menendez: Genoveva Menendez
 127 E. Gauer Circle
 Milwaukee, WI 53207

15. This Agreement supersedes all prior discussions and agreements between the parties hereto and other matters contained herein, and contains the sole and entire understanding between the parties with respect to the transactions contemplated hereby. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties.

16. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Illinois. Venue is proper in Kane County, Illinois.

17. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The date upon which this Agreement shall be finally executed by the authorized agent of Ms. Menendez and the City shall be the effective date ("Effective Date") hereof.

18. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and shall for all purposes be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.

19. Ms. Menendez further states that she understands the terms in the Agreement are a legal and binding contract between her and the City for the donation of the Subject Property and not mere recital, and that she has had sufficient time to fully read the information provided and that she has signed this Agreement of her own free will and with knowledge that she is giving up all her rights and interests in the Subject Property.

20. Ms. Menendez hereby certifies, that she has read this Agreement, in its entirety, and fully understand its terms, understands that she has given up her legal rights to the Subject Property by signing this Agreement and does so freely and voluntarily, without any inducement, coercion or guarantees being made to her and intends her signature to be a complete and unconditional release of any and all of her rights and interests in the Subject Property to the greatest extent allowed by law.

21. This Agreement will not be binding upon the parties unless and until it has been approved by the Aurora City Council.

