

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA
AND THE AURORA PUBLIC LIBRARY REGARDING PARKING IMPROVEMENTS
IN THE VICINITY OF THE NEW MAIN LIBRARY (101 S. RIVER STREET) AND
DISPOSITION OF THE OLD MAIN LIBRARY (1 E. BENTON STREET)**

THIS **AGREEMENT** (the "Agreement") is entered into this 14th day of October, 2014 (the "Effective Date"), by and between the CITY OF AURORA (the "CITY") and the AURORA PUBLIC LIBRARY (the "LIBRARY"). The CITY and the LIBRARY are sometimes individually referred to herein as a "Party" and collectively referred to as the "Parties."

WITNESSETH

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, and to use their credit, revenues and other reserves to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Local Government Property Transfer Act, 50 ILCS 605/1, *et seq.*, authorizes municipal corporations and/or political subdivisions of the State of Illinois with overlapping boundaries to transfer real estate by and between one another upon such terms as may be agreed upon by the corporate authorities of the municipal corporations and/or political subdivisions; and

WHEREAS, the LIBRARY desires to make improvements to certain real property owned by the LIBRARY and the CITY located in the vicinity of the new main library building (the "New Main Library") being constructed on "Lot 1," as legally described and depicted on Exhibits "A-1" and "A-2", attached hereto and made part hereof, respectively, with such improvements, including parking areas and access to adjacent streets, on "Lot 2," "Lot 3," and "Lot 4," as legally described and depicted on Exhibits "A-1" and "A-2", respectively (together Lots 1, 2, 3, and 4 are the "Project Location"), and "Lot 2 (North of Line "A")," "Lot 2 (South of Line "A")," "Lot 4 (North of "LIMIT" Line)," and "Lot 4 (South of "LIMIT" Line)," all as depicted on Exhibit "A-2", which parking areas shall have the improvements set forth in Exhibit "A-3" attached hereto and made part hereof, including the enclosed bicycle parking lockers on Lot 2 (the "Bicycle Parking Facility"); and

WHEREAS, the LIBRARY owns Lots 1 and 2, and desires to convey Lot 2 to the CITY; and

WHEREAS, the CITY owns Lots 3 and 4, and desires to acquire Lot 2 from the LIBRARY; and

WHEREAS, the CITY owns Middle Avenue in the Project Location, which is located between Lot 1 and Lot 4; and

WHEREAS, the LIBRARY desires to either convey the old main library building (the "Old Main Library"), which is located on the "Old Main Library" parcel legally described in **Exhibit "A-1"**, to another unit of government or a private developer, or else to demolish the Old Main Library; and

WHEREAS, the CITY granted an easement over a portion of Lot 4 for parking purposes in an "Easement Agreement and Grant of Permanent Easement Pursuant to Said Easement Agreement," dated December 21, 2009, recorded as document number 2009K094018 with the Kane County Recorder of Deeds (the "Old Parking Easement"), which Old Parking Easement was for the benefit of River & Benton, LLC, the owner of Lot 1 as of December 21, 2009; and

WHEREAS, on September 11, 2012, the CITY and River & Benton, LLC executed a "City of Aurora Redevelopment Agreement – Centure Bank and River & Benton, LLC," in which the City and River & Benton, LLC agreed to abrogate the Old Parking Easement, such that the Old Parking Easement is no longer in force or effect; and

WHEREAS, it is in the best interests of the residents of the CITY and the LIBRARY to undertake the contemplated parking lot improvements and conveyance of Lot 2 from the LIBRARY to the CITY (the "PROJECT"), and it is in the best interests of the residents of the CITY and the LIBRARY to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained therein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
2. **CITY OBLIGATIONS.** In relation to the PROJECT, the CITY agrees to undertake the following:
 - (A) Before the CITY issues a certificate of occupancy for the New Main Library:
 - (i) After all water and sanitary sewer service lines are removed from within Middle Avenue adjacent to Lots 1, 2, and 4 by the CITY, other than those labeled on **Exhibit "A-2"** as "Existing Utility Services to Be Abandoned (Water and Sanitary Service)," at the CITY'S sole cost and expense, the water and sanitary sewer mains within Middle Avenue adjacent to Lots 1, 2, and 4, other than those labeled on **Exhibit "A-2"** as "Existing City Utility Lines to be Abandoned (Water Main and Sanitary Sewer)," shall be abandoned by the CITY, at the CITY's sole cost and expense, in accordance with all applicable

statutes, ordinances, and regulations, at a time and in a manner determined by the CITY. The gas, electric, telecommunications, and storm sewer utilities shall remain active within Middle Avenue adjacent to Lots 1, 2 and 4.

- (ii) Grant the LIBRARY the license agreement in **Exhibit "B"**, attached hereto and made a part hereof, for the use of a portion of Middle Avenue for pedestrian access and landscape purposes.
- (B) With regard to Lot 1, support a request for a variation under the CITY'S Zoning Ordinance to reduce the number of off-street parking spaces required for the New Main Library as being a number equal to, or less than, the number of parking spaces built on Lot 2 and Lot 4 pursuant to this Agreement.
- (C) With regard to Lot 2:
- (i) Accept title to Lot 2 pursuant to the Illinois Local Government Property Transfer Act, 50 ILCS 605/1, *et seq.*, from the LIBRARY on the terms set forth in Section 3(B)(ii) below, and maintain and repair Lot 2 thereafter.
 - (ii) Within thirty (30) days of acquiring Lot 2 from the LIBRARY, construct at the CITY'S sole cost and expense, the ingress and egress entrance along South Lake Street as depicted in **Exhibit "A-2"**, if not already constructed by the LIBRARY'S contractor when constructing the Lot 2 Library Improvements (as defined in Section 3(B)(i) below) and/or the Lot 2 City Improvements (as defined in Section 2(C)(iii) below) on Lot 2.
 - (iii) Determine, in its sole and absolute discretion, whether to construct, at the CITY'S sole cost and expense, a parking lot on Lot 2 (South of Line "A") (the "Lot 2 City Improvements"). If the CITY determines to construct the Lot 2 City Improvements, it shall give the LIBRARY written notice of such determination, and direct the LIBRARY to issue a change order for the Lot 2 City Improvements as set forth in Section 3(D)(ii) below. Any payments from the CITY due and owing to the LIBRARY for the Lot 2 City Improvements shall be made within thirty (30) days of completion of the Lot 2 City Improvements.
 - (iv) When the CITY accepts title to Lot 2 from the LIBRARY, allow parking on Lot 2 (North of Line "A") to be for a sufficient length of time for LIBRARY employees to park on Lot 2 (North of Line "A") during normal hours of Library operation.
- (D) With regard to Lot 3, determine, in its sole and absolute discretion, whether

to construct, at the CITY'S sole cost and expense, a parking lot designed by the CITY in its sole discretion, on Lot 3 (the "Lot 3 City Improvements"). If the CITY determines to construct the Lot 3 City Improvements, it shall give the LIBRARY written notice of such determination, and direct the LIBRARY to issue a change order for the Lot 3 City Improvements as set forth in Section 3(D)(ii) below. Any payments from the CITY due and owing to the LIBRARY for the Lot 3 City Improvements shall be made within thirty (30) days of completion of the Lot 3 City Improvements.

- (E) With regard to Lot 4:
 - (i) Determine, in its sole and absolute discretion, whether to reconstruct, at the CITY'S sole cost and expense, a parking lot on Lot 4 (North of "LIMIT" Line) (the "Lot 4 City Improvements"). If the CITY determines to construct the Lot 4 City Improvements, it shall give the LIBRARY written notice of such determination, and direct the LIBRARY to issue a change order for the Lot 4 City Improvements as set forth in Section 3(D) (ii) below. Any payments from the CITY due and owing to the LIBRARY for the Lot 4 City Improvements shall be made within thirty (30) days of completion of the Lot 4 City Improvements.
 - (ii) Require that parking on Lot 4 (South of the "LIMIT" Line) be for four (4) hours or less.
 - (iii) Maintain and repair Lot 4 in its entirety after construction is completed.
- (F) Notwithstanding anything to the contrary in this Agreement, the CITY is not obligated to construct or reconstruct any parking on any real property it owns in the Project Location, and the CITY retains its sole and absolute discretion in deciding the manner in which any real property owned by the CITY is improved. The CITY may, but is not required, to retain its own contractor to construct the Lot 2 City Improvements, the Lot 3 City Improvements, and/or the Lot 4 City Improvements.
- (G) The CITY may alter the parking restrictions in Section 2(C)(iv) and/or Section 2(E)(ii) in its sole and absolute discretion. However, before proceeding with the alteration of the parking restrictions in Section 2(C)(iv) and/or Section 2(E)(ii), the CITY shall:
 - (i) Advise the LIBRARY of the proposed alterations;
 - (ii) Allow the LIBRARY to comment upon and make recommendations in relation to the proposed alterations; and
 - (iii) Consult with the LIBRARY relative to said alterations, and the

LIBRARY'S comments and recommendations in relation thereto.

Notwithstanding the foregoing, the CITY shall retain the sole and absolute discretion to implement any alteration to the parking restrictions in Section 2(C)(iv) and/or Section 2(E)(ii).

H. The CITY shall not seek any payment from the LIBRARY associated with costs incurred by the CITY in preparing this Agreement.

3. **LIBRARY OBLIGATIONS.** In relation to the PROJECT, the LIBRARY agrees to undertake the following:

(A) Before the CITY issues a certificate of occupancy for the New Main Library:

(i) Abandon the water and sanitary sewer service lines, and water and sanitary sewer mains, along and within Middle Avenue labeled on **Exhibit "A-2"** as "Existing City Utility Lines to be Abandoned (Water Main and Sanitary Sewer)" and "Existing Utility Services to Be Abandoned (Water and Sanitary Service)," respectively, in the manner required by, and as directed by, the CITY, at the LIBRARY'S sole cost and expense, in accordance with all applicable statutes, ordinances, and regulations.

(ii) Enter into the license agreement in **Exhibit "B"** for the use of a portion of Middle Avenue for pedestrian access and landscape purposes.

(B) With regard to Lot 2:

(i) Construct a parking lot, at the LIBRARY'S sole cost and expense on Lot 2 (North of Line "A") (the "Lot 2 Library Improvements") on or before July 1st, 2015. The Lot 2 Library Improvements shall include all the improvements depicted in **Exhibit "A-3"**, including but not limited to: striping, walkways, curbs, landscaping, [stormwater/drainage facilities/utilities/lighting]. Construct the Lot 2 City Improvements at the CITY'S, if requested by the CITY.

(ii) Convey Lot 2 pursuant to the Illinois Local Government Property Transfer Act, 50 ILCS 605/1, *et seq.*, to the CITY after construction of the Lot 2 Library Improvements, on the following terms:

- a. Purchase Price: Ten Dollars (\$10.00);
- b. Closing deadline: to be determined;
- c. Form of deed: warranty deed;

- d. Exceptions on title: none objectionable to the City;
 - e. Warranties: to be determined;
 - f. Closing costs: paid by CITY and LIBRARY as customarily charged, respectively; and
 - g. Contract: to be negotiated, but shall not contain terms inconsistent with those set forth in this Section 3(B)(ii).
- (C) With regard to Lot 4, reconstruct a parking lot, at the LIBRARY'S sole cost and expense on Lot 4 (South of the "LIMIT" Line) (the "Lot 4 Library Improvements") on or before July 1st, 2015. The Lot 4 Library Improvements shall include all the improvements depicted in Exhibit "A-3", including but not limited to: striping, walkways, curbs, landscaping, [stormwater/drainage facilities/utilities/lighting].
- (D) With regard to the LIBRARY'S contract(s) for the Lot 2 Library Improvements and/or the Lot 4 Library Improvements:
- (i) Include language in said contract(s) permitting the LIBRARY to submit the change orders, as directed by the CITY, described in Sections 2(C)(iii), 2(D), and 2(E) above, regarding the Lot 2 City Improvements, the Lot 3 City Improvements, and/or the Lot 4 City Improvements, respectively.
 - (ii) If the CITY sends written direction to the LIBRARY to issue a change order for the construction of the Lot 2 City Improvements, as permitted by Section 2(C)(iii), the Lot 3 City Improvements, as permitted by Section 2(D), and/or the Lot 4 City Improvements, as permitted by Section 2(E)(i), prior to the completion of the Lot 2 Library Improvements and the Lot 4 Library Improvements, the LIBRARY shall issue a change order pursuant to said contract(s), which change order shall require the LIBRARY'S contractor to construct the Lot 2 City Improvements, Lot 3 City Improvements, and/or Lot 4 City Improvements, as the case may be.
- (E) With regard to the old main library building (the "Old Main Library"), which is located on the "Old Main Library" parcel legally described in Exhibit "A-1":
- (i) On or before November 1, 2014, offer to convey the Old Main Library pursuant to the Illinois Local Government Property Transfer Act, 50 ILCS 605/1, *et seq.* to the following units of local government and school district, by sending a written offer to the chief executive official

of each of the following: CITY, East Aurora School District 131, Fox Valley Park District, Aurora Township, Forest Preserve District of Kane County, and Kane County. The offer to convey the Old Main Library shall include at least the following terms, and may include additional terms not inconsistent with the following terms:

- a. Offer acceptance deadline: December 1st, 2014;
- b. Purchase Price: Reasonably negotiated
- c. Closing deadline: reasonably negotiated
- d. Form of deed: to be determined;
- e. Exceptions on title: none objectionable to the purchaser;
- f. Warranties: to be determined;
- g. Closing costs: paid by purchaser; and
- h. Contract: to be negotiated, but shall not contain terms inconsistent with those set forth in this Section 3(E)(i).

In the event more than one (1) of the offers made by the LIBRARY pursuant to this Section 3(E)(i) are accepted, the earlier listed offeree in this Section 3(E)(i) shall have priority.

- (ii) If none of the offers made by the LIBRARY in Section 3(E)(i) are accepted on or before January 1, 2015, the LIBRARY shall issue a request for proposals (the "RFP") from private developers to acquire and redevelop the Old Main Library on or before February 1, 2015 with responses from private developers due on or before March 31, 2015. The RFP shall be prepared in consultation with, and as directed by, the CITY. The LIBRARY shall send the CITY RFP responses within two (2) business days of their receipt by the LIBRARY. The CITY shall have the right to reject any developer proposing to acquire and redevelop the Old Main Library, in the CITY'S sole and absolute discretion.
- (iii) If the LIBRARY owns the Old Main Library parcel as of July 1, 2016, and has not as of said date demolished the structures thereon, the LIBRARY shall, at its sole cost and expense, seek demolition proposals and award a contract for the demolition of the structures on the Old Main Library parcel on or before October 1, 2016, with demolition of the structures on the Old Main Library parcel to be completed on or before December 31, 2016, subject to delays

caused by *force majeure*.

- (F) Construct, maintain, repair, insure, and otherwise be responsible in all aspects for, at the LIBRARY'S sole cost and expense, the Bicycle Parking Facility.
 - (G) Abrogate the Old Parking Easement in a form acceptable to the CITY.
4. **ALTERATION OF PLANS.** The CITY, through its Mayor or his designee, and the LIBRARY, through its Director or her designee, may agree to alterations of the plans for the PROJECT set forth in **Exhibits "A-2"** and/or **"A-3"** without further approval of the corporate authorities of the CITY and the LIBRARY. The CITY or the LIBRARY may withhold consent to alterations of the plans for the PROJECT in their sole and absolute discretion.
 5. **CONSTRUCTION RIGHT OF ENTRY.** The LIBRARY hereby grants to the CITY, and the CITY'S officers, agents, employees, consultants and contractors, the right to enter upon the portions of the Project Location owned or controlled by the LIBRARY for the purpose of observing, surveying, engineering, designing and constructing the PROJECT. The CITY hereby grants to the LIBRARY, and the LIBRARY'S officers, agents, employees, consultants and contractors, the right to enter upon the portions of the Project Location owned or controlled by the CITY for the purpose of observing, surveying, engineering, designing and constructing the PROJECT.
 6. **LIBRARY INDEMNIFICATION OF THE CITY.** The LIBRARY shall indemnify and hold harmless the CITY and its elected and appointed officials, officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the LIBRARY, or its elected or appointed officials, officers, agents, employees, consultants or contractors, in connection with the design, construction or maintenance of the PROJECT, or the exercise or performance of any of the LIBRARY'S rights or obligations under this Agreement. The LIBRARY shall require all contractors working on the PROJECT to include the CITY, and its elected and appointed officials, officers, agents and employees, as additional insured on the insurance policies required of the contractor relative to the PROJECT, which insurance policies shall be written with insurers and in amounts and providing such coverage as shall be reasonably satisfactory to the CITY.
 7. **CITY INDEMNIFICATION OF THE LIBRARY.** The CITY shall indemnify and hold harmless the LIBRARY and its elected and appointed officials, officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or

indirectly, out of the acts or omissions of the CITY, or its elected or appointed officials, officers, agents, employees, consultants or contractors, in connection with the design, construction or maintenance of the PROJECT, or the exercise or performance of any of the CITY'S rights or obligations under this Agreement.

8. **NO WAIVER OF TORT IMMUNITY DEFENSES.** Nothing contained in Sections 6 or 7 above, or in any other provision of this Agreement, is intended to constitute, nor shall constitute, a waiver of the defenses available to any of the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*) with respect to claims by third parties.

9. **NOTICES.** Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(A) If to the CITY: Mayor
City of Aurora
44 E. Downer Place
Aurora, Illinois 60505

With a copy to: Corporation Counsel
5 E. Downer Place, Suite F
Aurora, Illinois 60505

With an additional copy to: Thomas P. Bayer / Gregory T. Smith
Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606

(B) If to the LIBRARY: President
Aurora Public Library
1 E. Benton Street
Aurora, Illinois 60505

With a copy to: William Foote
Dreyer, Foote, Streit, Furgason & Slocum
1999 West Downer Place
Aurora, Illinois 60506

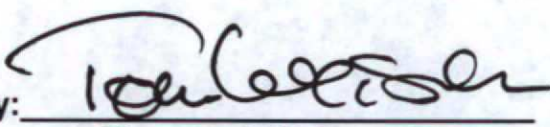
or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

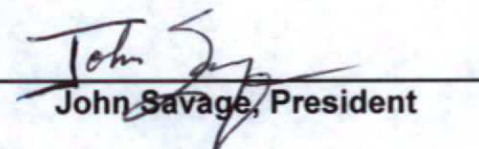
10. **COUNTERPARTS.** This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
11. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.
12. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement as set forth below.

IN WITNESS WHEREOF, the CITY, pursuant to authority granted by the adoption of a [Motion/Resolution] by its City Council, has caused this Agreement to be executed by its Mayor and attested by its Clerk; and the LIBRARY, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement to be signed by its President and attested by its Secretary.

CITY OF AURORA

AURORA PUBLIC LIBRARY


By: 
Thomas J. Weisner, Mayor

By: 
John Savage, President

ATTEST:


Isabel Kodron, Clerk

ATTEST:


Norma Gobert, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Thomas J. Weisner and Isabel Kodron, personally known to me to be the Mayor and Clerk of the City of Aurora, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Mayor and Clerk they signed and delivered the signed instrument, pursuant to authority given by the City of Aurora, as their free and voluntary act, and as the free and voluntary act and deed of said City of Aurora, for the uses and purposes therein set forth, and that said Clerk, as custodian of the corporate seal of said City of Aurora, caused said seal to be affixed to said instrument as said Clerk's own free and voluntary act and as the free and voluntary act of said City of Aurora, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 15th day of October, 2014, 2014.

Susan E Gaffino
Notary Public

My Commission Expires: 3-7-16



STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named John Savage and Norma Gobert, personally known to me to be the President and Secretary of the Aurora Public Library, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the signed instrument, pursuant to authority given by said Aurora Public Library, as their free and voluntary act, and as the free and voluntary act and deed of said Aurora Public Library, for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of said Aurora Public Library, caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Aurora Public Library, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2014.

Notary Public

My Commission Expires: _____

Exhibit "A-1"

LEGAL DESCRIPTIONS OF PROJECT LOCATION

Lot 1:

LOT 1 IN THE AURORA PUBLIC LIBRARY SUBDIVISION, UNIT 1, PART OF SECTIONS 21 AND 22, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

P.I.N.s: 15-21-477-010; and 15-22-311-002;

Common Address: 101 S. River Street, Aurora, Illinois 60506.

Lot 2:

LOT 2 IN THE AURORA PUBLIC LIBRARY SUBDIVISION, UNIT 1, PART OF SECTIONS 21 AND 22, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

P.I.N.s: 15-21-430-018;

Common Address:

Lot 3:

LOT 2 IN THE FINAL PLAT FOR AURORA PUBLIC LIBRARY, UNIT 2, PART OF SECTIONS 21 AND 22, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, I NTHE CITY OF AURORA, KANE COUNTY, ILLINOIS.

P.I.N.s: 15-21-430-015;

Common Address:

Lot 4:

LOT 1 IN THE FINAL PLAT FOR AURORA PUBLIC LIBRARY, UNIT 2, PART OF SECTIONS 21 AND 22, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

P.I.N.s: 15-21-430-016; and 15-21-430-017;

Common Address:

Old Main Library:

Block A in the Plat of Library Subdivision of part of lot thirteen (13) of Assessors' Map of Stolp's Island, in the southwest quarter of section twenty-two (22), town thirty-eight (38) north, range eight (8) east of the third (3rd) Principal Meridian, in the City of Aurora, Illinois.

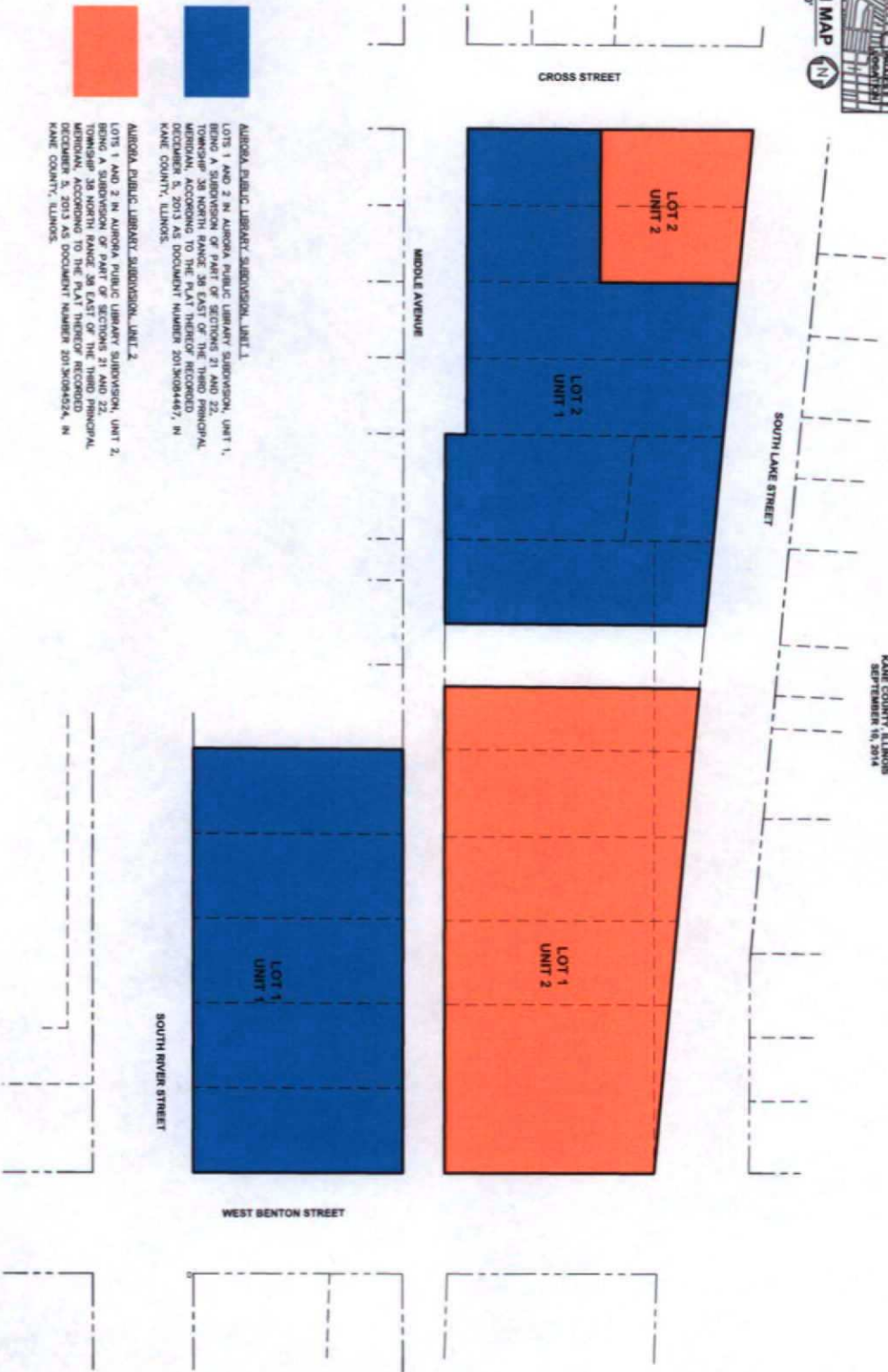
P.I.N.:

Common Address: 1 East Benton Street, Aurora, Illinois 60505.

LEGAL DESCRIPTIONS - EXHIBIT "A-1"

FOR
AURORA PUBLIC LIBRARY
MAIN BRANCH FACILITY
 W. BENTON STREET & S. RIVER STREET
 CITY OF AURORA
 KANE COUNTY, ILLINOIS
 SEPTEMBER 14, 2014

LOCATION MAP
 1" = 2,000'



AURORA PUBLIC LIBRARY SUBDIVISION, UNIT 1,
 BEING A SUBDIVISION OF PART OF SECTIONS 21 AND 22,
 TOWNSHIP 28 NORTH RANGE 28 EAST OF THE THIRD PRINCIPAL
 MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
 OCTOBER 5, 2013 AS DOCUMENT NUMBER 2013084487, IN
 KANE COUNTY, ILLINOIS.

AURORA PUBLIC LIBRARY SUBDIVISION, UNIT 2,
 BEING A SUBDIVISION OF PART OF SECTIONS 21 AND 22,
 TOWNSHIP 28 NORTH RANGE 28 EAST OF THE THIRD PRINCIPAL
 MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
 OCTOBER 5, 2013 AS DOCUMENT NUMBER 2013084487, IN
 KANE COUNTY, ILLINOIS.

SHEET 1 OF 1	
REVISIONS	

Exhibit "A-2"

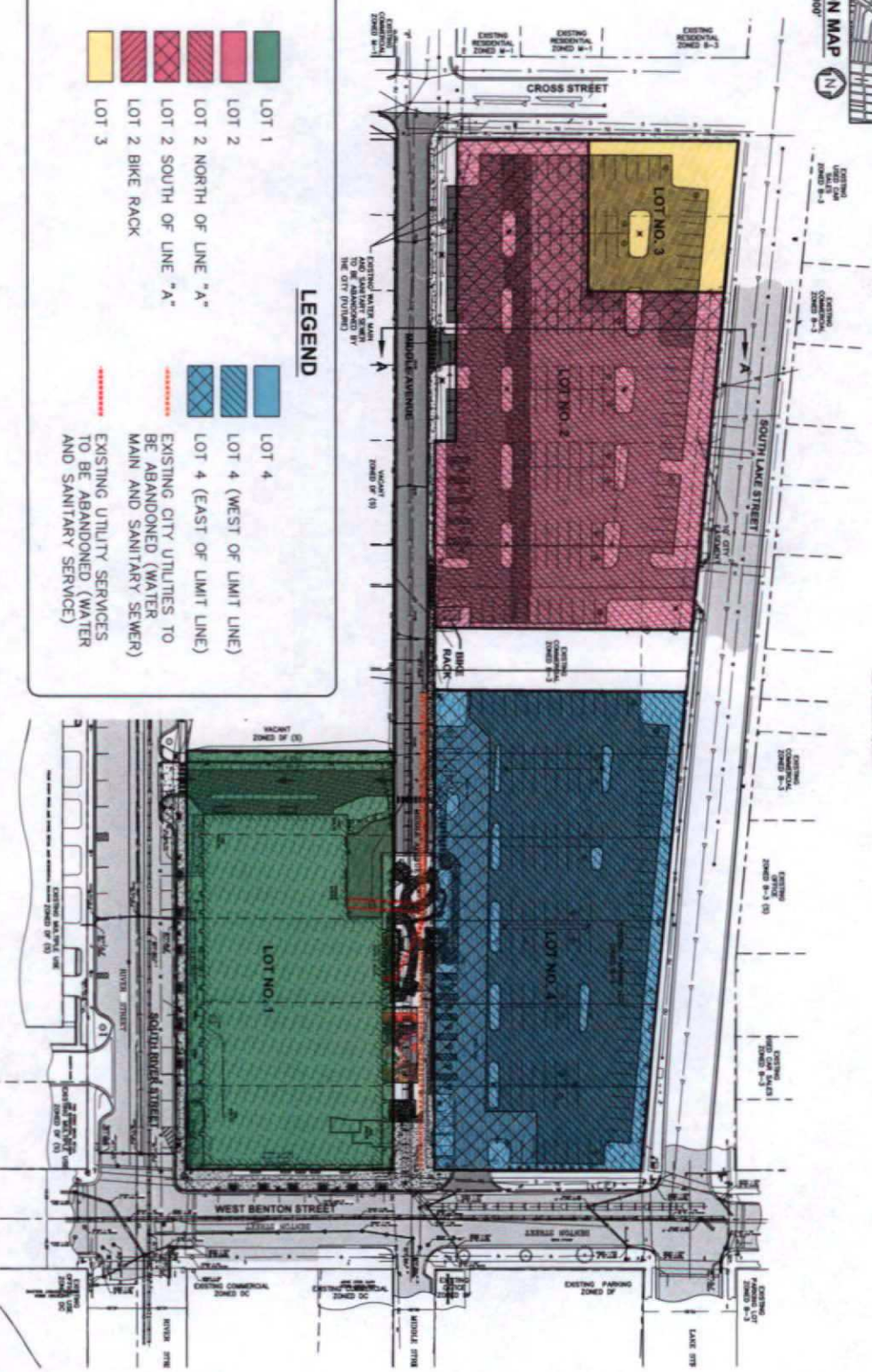
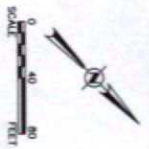
MAP OF PROJECT LOCATION

(attached)



LOCATION MAP
1" = 2,000'

EXHIBIT "A-2"
FOR
**AURORA PUBLIC LIBRARY
MAIN BRANCH FACILITY**
W. BENTON STREET & S. RIVER STREET
CITY OF AURORA
KANE COUNTY, ILLINOIS
SEPTEMBER 9, 2014



LEGEND

	LOT 1		LOT 4
	LOT 2		LOT 4 (WEST OF LIMIT LINE)
	LOT 2 NORTH OF LINE "A"		LOT 4 (EAST OF LIMIT LINE)
	LOT 2 SOUTH OF LINE "A"		EXISTING CITY UTILITIES TO BE ABANDONED (WATER AND SANITARY SEWER)
	LOT 2 BIKE RACK		EXISTING UTILITY SERVICES TO BE ABANDONED (WATER AND SANITARY SERVICE)
	LOT 3		

SHEET 1 OF 1

1	DESIGN FOR CONSTRUCTION
REVISIONS	

Exhibit "A-3"

PARKING AREA IMPROVEMENTS

(attached)

Exhibit "B"

LICENSE AGREEMENT FOR A PORTION OF MIDDLE AVENUE

LICENSE AGREEMENT FOR A PORTION OF MIDDLE AVENUE

This License Agreement (the "Agreement") is made this 14 day of October, 2014 (the "Effective Date") by and between the City of Aurora (the "City") and the Aurora Public Library (the "Library") (the City and the Library are hereinafter sometimes individually referred to as a "Party" and collectively referred to as "the Parties").

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Term:** The term of this Agreement shall be for a period of Twenty (20) years, commencing on the Effective Date and terminating October 14, 2034, and up to two 10-year extensions by mutual agreement. (the "Term").
2. **Allocated Space:**
 - A. The City agrees during the Term of this Agreement to close to vehicle traffic that portion of Middle Avenue depicted on **Exhibit "A"**, attached hereto and made part hereof (the "Allocated Space"), for pedestrian access and landscaping uses adjacent to the Library's building located at 101 S. River Street, Aurora, Illinois (the "Main Library"). The Allocated Space is a twenty seven_ foot by two hundred fifty_ foot (27 ' x 250_) area specifically designated pursuant to this Agreement for the purposes of allowing pedestrian access to the Main Library, and for the purpose of allowing the Library to place landscaping in the Allocated Space. The Library shall not impede access to the Allocated Space by the City or its contractors, agents or employees.
 - B. The Library, at its sole cost and expense, agrees to install, insure, maintain, and be responsible for the pedestrian access and landscaping improvements in the Allocated Space (the "Improvements"). Prior to installing any Improvements in the Allocated Space, the Library shall submit to the City a petition for Final Plan Revision for the Improvements depicted on Exhibit A ("Project Area"). Approval of Exhibit A attached hereto is subject to the approval of the Final Plan Revision. The Library shall be responsible for contacting the City and the holders of easements within the Allocated Space (the "Franchisees"), for their review, which review may result in the protection and/or relocation of utilities. The Library shall only install the Improvements to the extent such Improvements are approved by the City, and that the movement of any structures or improvements to avoid utilities or due to utility requirements shall not need Final Plan revision approval, but shall be reviewed and approved by the Chief Development Services Officer or his/her designee. The Library agrees to remove the Improvements in the manner directed by the City and Franchisees upon termination or expiration of this Agreement.

- C. The City and the Franchisees shall have no responsibility to restore or repair the Improvements should the City or the Franchisees conduct maintenance in, around, or under the Allocated Space, or should additional underground improvements be installed or maintained in the Allocated Space. No Franchisee shall be responsible to restore or repair the Improvements if underground improvements are installed or maintained in the Allocated Space.
3. **Licensee Fee:** During the Term, the Library shall pay a license fee of one and No/100 Dollars (\$1.00) relative to the Allocated Space.
4. **Operation and Maintenance:** The sole purposes for which the Allocated Space may be used by the Library, in the absence of prior written approval from the City, shall be the operation and maintenance of the Improvements. The Library shall be responsible for all costs and labor associated with the operation, maintenance and repair of the Improvements, including but not limited to making repairs to the Improvements and snow removal in the Allocated Space.
5. **Security:** The Allocated Space and the area surrounding it is a public area. The Library understands and acknowledges that the City shall not be responsible for providing any security for the Allocated Space. The Library shall be responsible for providing all security in connection with the operation of the Improvements.
6. **Damages and Losses:** The Library understands and agrees that the City is not responsible for:
- A. any losses or economic damages of any kind sustained by the Library due to property damage to the Improvements; and
 - B. any injuries, illness, death or property damage caused during the use of the Improvements by any person.
7. **Indemnification and Insurance:**
- A. The Library shall indemnify, defend and hold harmless the City and the City Affiliates (as defined below) from and against all claims, causes of actions, lawsuits, damages, losses, costs or expenses of any kind whatsoever, including reasonable attorney's fees, in connection with or relating to the use, operation, maintenance or malfunction of the Improvements, and all matters covered under Section 6 above.
 - B. As part of the defense and indemnification obligations required by this Agreement, but without limiting the same, the Library agrees to carry, during the term of this Agreement, at its expense, general liability insurance that specifically covers the defense and indemnification obligations set forth in

this Section, including but not limited to coverage for losses, bodily injury, death and economic damages written on the comprehensive form and naming the City as a non-contributory additional insured party, in the amount of at least One Million and No/100 Dollars (\$1,000,000.00) per occurrence and at least Two Million and No/100 Dollars (\$2,000,000.00) aggregate, and at least Five Hundred Thousand and No/100 Dollars (\$500,000.00) for property damage per occurrence.

- C. The insurance policy or policies required in this Section shall be issued by an insurance company or companies licensed to do business in the State of Illinois. The Library shall furnish evidence of such insurance upon the effective date of this Agreement, in the form of a certificate of insurance that specifically names the City and its City Affiliates (defined to include: "all appointed and elected officials, officers, employees, agents, attorneys and volunteers") as additional insured parties. The City shall have the right to approve the coverages and the insurance company or companies, which approval shall not be unreasonably withheld. The insurance policy or policies of the Library shall specifically recognize and cover the Library's defense and indemnification obligations under this Agreement. Said insurance shall provide that the insurance provided by the Library shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the City or the City Affiliates, and any other insurance or benefit of the City or the City Affiliates, shall be in excess of the Library insurance. All certificate(s) of insurance shall contain the following endorsement: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) days prior written notice to the Mayor of the City of Aurora." In the event of the cancellation of any insurance policy required herein, or upon the Library's failure to procure said insurance, the City shall have the right to terminate this Agreement.
8. **Default:** In the event that one Party fails to perform under this Agreement, the other Party shall notify the non-performing Party of the default, in writing, setting forth the nature of the default. The Party that has failed to perform shall have five (5) days after receipt of the notice to correct such failure or, in the event said correction cannot be accomplished within said five (5) day period, take substantial steps toward correcting the failure within said five (5) day period, with the correction to be made within fifteen (15) days of the aforementioned notice. If, after fifteen (15) days, the default has not been corrected, or if after five (5) days substantial steps have not been taken to correct the default, with the default being corrected within the aforementioned fifteen (15) day period, the Party serving the notice may then declare this Agreement terminated. If any legal action is instituted to enforce this Agreement or any part of this Agreement by the City, the City shall be entitled to recover reasonable attorney's fees and court costs if it prevails in the legal action.

9. **Termination and Surrender:**

- A. If the Allocated Space shall be destroyed or damaged by any acts of war, terrorism, the elements, including earthquake, or fire, to such an extent as to render the Allocated Space unusable in whole or in substantial part or made unavailable for any other reason, then this Agreement shall be immediately terminated with no liability to the Parties.
- B. Either Party may terminate this Agreement after the initial term as set forth in Section 1 of this Agreement, upon giving the other at least three hundred sixty-five (365) days prior written notice of said termination.
- C. Upon the termination or surrender of this Agreement pursuant to Section 9.A. or Section 9.B. above, the Library shall remove all Improvements and shall, at the City's direction, either restore the Allocated Area to a roadway meeting the same standards for the remaining portion of Middle Avenue, or restore the Allocated Area to a clean graded surface landscaped with a minimum of topsoil and grass, and at the Library's sole cost and expense..

10. **Assignment:** The Library shall have no right to assign, transfer, or convey its rights under this Agreement to any person or entity without the prior written consent of the City, which consent may be withheld at the sole discretion of the City.

11. **Contact Information for the Parties:** All notices and requests, if any, required pursuant to this Agreement shall be sent by certified mail, return receipt requested, by personal service, or by a national overnight/next day delivery courier (e.g., Federal Express) addressed as follows:

A. If to the CITY: Mayor
City of Aurora
44 E. Downer Place
Aurora, Illinois 60505

With a copy to: Corporation Counsel
5 E. Downer Place, Suite F
Aurora, Illinois 60505

With an additional
copy to: Thomas P. Bayer / Gregory T. Smith
Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606

B. If to the LIBRARY: Director

Aurora Public Library
1 E. Benton Street
Aurora, Illinois 60505

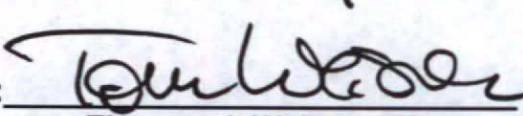
With a copy to: William Foote
Dreyer, Foote, Streit, Furgason & Slocum
1999 West Downer Place
Aurora, Illinois 60506


With service by certified mail being deemed given on the third day after depositing same in the U.S. Mail, and service by personal delivery or courier being deemed given on the date of actual delivery.

IN WITNESS WHEREOF, each Party to this Agreement has caused it to be executed in the County of Kane, State of Illinois, on the date first above written.

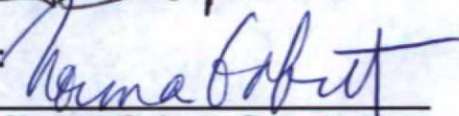
CITY OF AURORA

AURORA PUBLIC LIBRARY

By: 
Thomas J. Weisner, Mayor

By: 
John Savage, President

ATTEST: 
Isabel Kodron, Clerk

ATTEST: 
Norma Gobert, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Thomas J. Weisner and Isabel Kodron, personally known to me to be the Mayor and Clerk of the City of Aurora, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Mayor and Clerk they signed and delivered the signed instrument, pursuant to authority given by the City of Aurora, as their free and voluntary act, and as the free and voluntary act and deed of said City of Aurora, for the uses and purposes therein set forth, and that said Clerk, as custodian of the corporate seal of said City of Aurora, caused said seal to be affixed to said instrument as said Clerk's own free and voluntary act and as the free and voluntary act of said City of Aurora, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 15th day of October, 2014, 2014.

Susan E Gaffino
Notary Public

My Commission Expires: 3-7-16



STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named John Savage and Norma Gobert, personally known to me to be the President and Secretary of the Aurora Public Library, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the signed instrument, pursuant to authority given by said Aurora Public Library, as their free and voluntary act, and as the free and voluntary act and deed of said Aurora Public Library, for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of said Aurora Public Library, caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Aurora Public Library, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2014.

Notary Public

My Commission Expires: _____

Exhibit "A"

DEPICTION OF THE ALLOCATED SPACE

(attached)

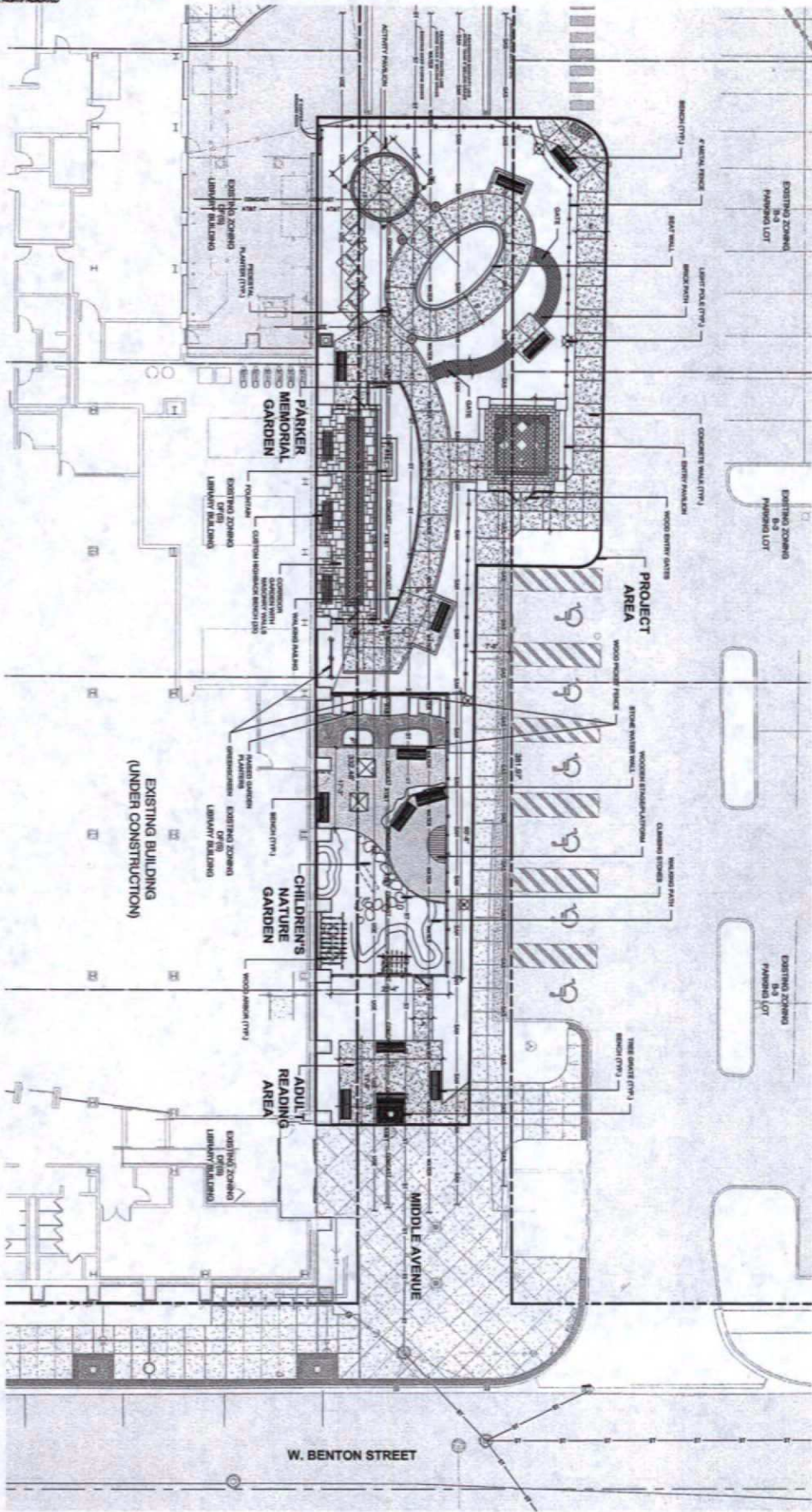
LICENSE AGREEMENT EXHIBIT A

PROJECT INFORMATION	
Client of Record	City of Aurora
Project Location	101 S. River Street Aurora, IL 60505
Project Name	Aurora Public Library Main Branch Facility
Project No.	101S-RV-2010-01-A
Project Date	11/15/2010
Project Status	Final



SITE DATA	
TOTAL AREA	1,234 sq. ft.
TOTAL AREA EXCLUDED	100 sq. ft.
TOTAL AREA AVAILABLE	1,134 sq. ft.
TOTAL AREA COVERED	1,134 sq. ft.
TOTAL AREA UNCOVERED	0 sq. ft.

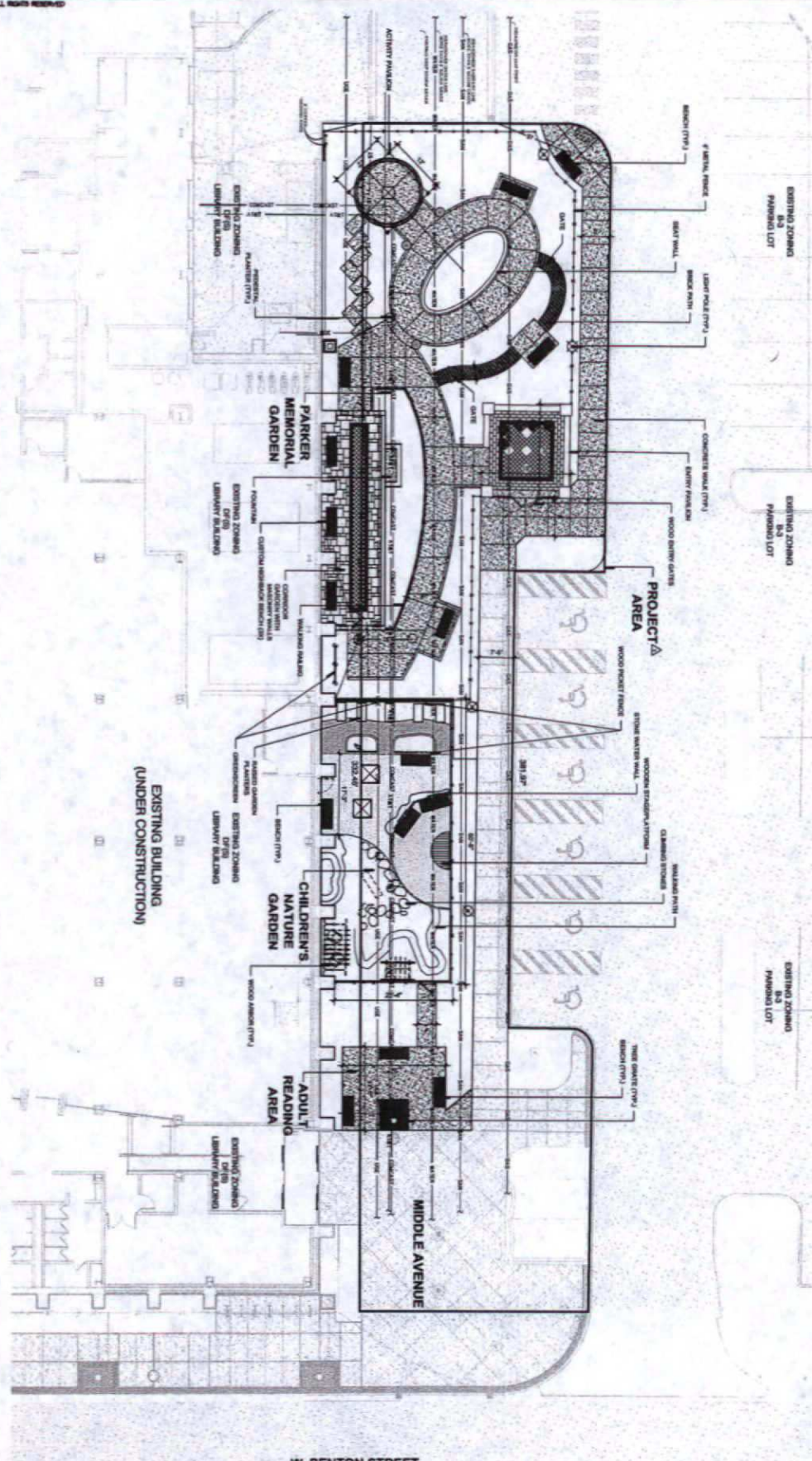
LINE ITEM	
NO.	DESCRIPTION
1	CONCRETE FOUNDATION
2	CONCRETE SLAB
3	WOOD FRAMING
4	ROOFING
5	MECHANICAL/ELECTRICAL/PLUMBING
6	INTERIORS
7	LANDSCAPE
8	PERMITS
9	PROFESSIONAL FEE



FINAL PLAN
SCALE 1/8" = 1'-0"



License Agreement Exhibit "A"



FINAL PLAN
SCALE: 1" = 10'

PROJECT INFORMATION

Owner of Records	Project Location
City of Aurora	511 S. River Street Aurora, IL 60505
City of Aurora Public Works Bureau 111 S. Dearborn Street Aurora, IL 60505	511 S. River Street Aurora, IL 60505



SITE DATA

TOTAL AREA:	3,410 Square Feet
TOTAL AREA EXCLUDED:	1,400 Square Feet
TOTAL AREA AVAILABLE:	2,010 Square Feet
TOTAL AREA AVAILABLE:	418 sq. ft.

LINE KEY

1" = 10'	EXISTING BUILDING
2" = 10'	EXISTING DRIVE
3" = 10'	EXISTING SIDEWALK
4" = 10'	EXISTING ELECTRICAL PERMITS
5" = 10'	EXISTING LANDSCAPE
6" = 10'	EXISTING FENCE
7" = 10'	EXISTING DRIVE
8" = 10'	EXISTING SIDEWALK
9" = 10'	EXISTING DRIVE
10" = 10'	EXISTING SIDEWALK
11" = 10'	EXISTING DRIVE
12" = 10'	EXISTING SIDEWALK
13" = 10'	EXISTING DRIVE
14" = 10'	EXISTING SIDEWALK
15" = 10'	EXISTING DRIVE
16" = 10'	EXISTING SIDEWALK
17" = 10'	EXISTING DRIVE
18" = 10'	EXISTING SIDEWALK
19" = 10'	EXISTING DRIVE
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24" = 10'	EXISTING SIDEWALK
25" = 10'	EXISTING DRIVE
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27" = 10'	EXISTING DRIVE
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29" = 10'	EXISTING DRIVE
30" = 10'	EXISTING SIDEWALK
31" = 10'	EXISTING DRIVE
32" = 10'	EXISTING SIDEWALK
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39" = 10'	EXISTING DRIVE
40" = 10'	EXISTING SIDEWALK
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42" = 10'	EXISTING SIDEWALK
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44" = 10'	EXISTING SIDEWALK
45" = 10'	EXISTING DRIVE
46" = 10'	EXISTING SIDEWALK
47" = 10'	EXISTING DRIVE
48" = 10'	EXISTING SIDEWALK
49" = 10'	EXISTING DRIVE
50" = 10'	EXISTING SIDEWALK

