

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF AURORA, THE AURORA PUBLIC LIBRARY, AND
THE SUPPORT COMPANIES, LLC REGARDING THE SALE AND USE OF
THE OLD MAIN LIBRARY (1 E. BENTON STREET) AND AMENDING THE PRIOR
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 _____ day of _____, 2015 (the “Effective Date”), by and between the CITY OF AURORA, an Illinois home rule municipal corporation (the “CITY”), the AURORA PUBLIC LIBRARY, an Illinois public library (the “LIBRARY”), and THE SUPPORT COMPANIES, LLC (the “BUYER”), an Illinois limited liability company. The CITY, the LIBRARY, and the BUYER are sometimes individually referred to herein as a “Party” and collectively referred to as the “Parties.”

W I T N E S S E T H

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 and others 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, on October 14, 2014, the CITY and the LIBRARY entered into “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)” (the “Original IGA”); and

WHEREAS, the Original IGA, in Section 3(E), required the LIBRARY to, among other things, either convey the Old Main Library building at 1 E. Benton Street, Aurora, Illinois, which is located on the “Old Main Library” parcel legally described in **Exhibit “A”** attached hereto and made a part hereof, to another unit of local government, a school district, or a private developer, or if no such conveyance be made, to demolish the Old Main Library; and

WHEREAS, in the time since the Original IGA has been in effect, the LIBRARY and the CITY have agreed to amend the obligations of the LIBRARY with regard to the disposition of the Old Main Library; and

WHEREAS, the BUYER desires to acquire the Old Main Library from the LIBRARY, and the LIBRARY desires to sell the Old Main Library to the BUYER, on the terms set forth in this Agreement; and

WHEREAS, the Parties desire to set forth their respective obligations regarding the future use of the Old Main Library, including with regard to the real estate taxation thereof, the parking thereon, and their access thereto, on the terms set forth in this Agreement; and

WHEREAS, it is in the best interests of the CITY to undertake the contemplated conveyance of the Old Main Library from the LIBRARY to the BUYER on the terms set forth in this Agreement, and it is in the best interests of the CITY 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. **AMENDMENT OF ORIGINAL IGA.** The Original IGA shall remain in full force and effect, except that Section 3(E) of the Original IGA is hereby amended to read in its entirety as follows:

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,”** the LIBRARY and CITY shall comply with the terms of the “Intergovernmental Agreement Between the City of Aurora, the Aurora Public Library, and The Support Companies, LLC Regarding the Sale and Use of the Old Main Library (1 E. Benton Street) and Amending the Prior 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),” with an effective date of _____, 201__.

3. **BUYER’S OBLIGATIONS.** The BUYER shall:
 - (A) Acquire the Old Main Library from the LIBRARY. Within ten (10) business days of the Effective Date, the BUYER shall execute the real estate sales contract (the “Old Main Library Contract”), attached hereto as **Exhibit “B”** and made a part hereof. In the event of a conflict between any term of this Agreement and the Old Main Library Contract, the terms of this Agreement shall control.

The date the BUYER acquires the Old Main Library shall be the

“Acquisition Date.”

- (B) Simultaneous with the BUYER’s acquisition of the Old Main Library:
- (i) Execute the “Declaration of Restrictive Covenants” attached hereto as **Exhibit “C”** and made a part hereof (the “Declaration”), and record the Declaration on title to the Old Main Library with the Kane County Recorder.
 - (ii) Execute the “Grant of Easement” attached hereto as **Exhibit “D”** and made a part hereof (the “Easement Agreement”), and record the Easement Agreement on title to the Old Main Library with the Kane County Recorder.
 - (iii) Execute the “Gift Agreement” attached hereto as **Exhibit “E”** and made a part hereof.
 - (iv) Execute the “License Agreement” attached hereto as **Exhibit “F”** and made a part hereof.
 - (v) Ensure, with regard to title to the Old Main Library that as of the Acquisition Date and thereafter:
 - a. This Agreement is given first priority, above all other matters of record;
 - b. The Declaration is given second priority, above all other matters of record, other than this Agreement; and
 - c. The Easement Agreement is given third priority, above all other matters of record, other than this Agreement and the Declaration.
- Upon request of the BUYER, the CITY and LIBRARY may consent, in their sole and absolute individual discretion, to allow different priorities on title to the Old Main Library for the items set forth in this Section 3(B)(v), provided, however, the priorities shall not change unless the CITY and the LIBRARY both agree to the change.
- (C) Take reasonable steps to set aside and maintain space in the Old Main Library building for technology advancement purposes by outside groups, such as incubators, co-working space, and start-up companies.
- (D) Comply with the Old Main Library Contract, the Declaration, the Gift Agreement, the Easement Agreement, and the License Agreement.

4. **LIBRARY OBLIGATIONS.** The LIBRARY shall:

- (A) Sell the Old Main Library to the BUYER on the terms set forth in Section 3(A) of this Agreement. Within ten (10) business days of the Effective Date, the LIBRARY shall execute the Old Main Library Contract.

- (B) Convey the "City Parking Spaces," legally described and depicted in **Exhibits "G-1" and "G-2,"** respectively, attached hereto and made a part hereof, to the CITY pursuant to the Illinois Local Government Property Transfer Act, 50 ILCS 605/1, *et seq.* Within ninety (90) business days of the Effective Date, the LIBRARY shall execute a real estate sales contract (the "City Parking Spaces Contract"), using the "Real Estate Sales Contract Template" in **Exhibit "H"** attached hereto and made a part hereof, with such changes to **Exhibit "H"** to make it consistent with this Agreement, and with such additional changes as may be agreed upon by the CITY and the LIBRARY that are not inconsistent with this Agreement. In the event of a conflict between any term of this Agreement and the City Parking Spaces Contract, the terms of this Agreement shall control. The terms of the conveyance are:
 - (i) Purchase Price: Ten and No/100 Dollars (\$10.00);
 - (ii) Closing deadline: _____, 201_;
 - (iii) Form of deed: quit claim deed;
 - (iv) Permitted exceptions on title: _____;
 - (v) Warranties: _____; and
 - (vi) Closing costs: paid by CITY and LIBRARY as customarily charged.

- (C) Simultaneous with the BUYER's acquisition of the Old Main Library, execute the Easement Agreement.

- (D) Comply with the Old Main Library Contract, the City Parking Spaces Contract, and the Easement Agreement.

- (E) Pay the following expenses and costs of the CITY and Seize The Future Development Foundation (the "STDTF") incurred from _____, 201_ to the Effective Date:
 - (i) Marketing the Old Main Library;
 - (ii) Clearing title to the Old Main Library;

- (iii) Obtaining a title commitment for the Old Main Library;
- (iv) Attorney's fees relating to: clearing title for the Old Main Library, drafting this Agreement, negotiating this Agreement, and executing this Agreement;
- (v) Surveyor's and engineer's fees relating to this Agreement; and
- (vi) _____.

The LIBRARY shall pay the expenses and costs set forth in this Section 4(E) within thirty (30) days of a written request for reimbursement to the LIBRARY from the CITY or STDTF, which written request shall include invoices or other written evidence of the expenses and costs to be reimbursed.

5. CITY OBLIGATIONS. The CITY shall:

- (A) Acquire the City Parking Spaces from the LIBRARY on the terms set forth in Section 4(B) of this Agreement. Within ninety (90) business days of the Effective Date, the CITY shall execute the City Parking Spaces Contract, with such changes to the City Parking Spaces Contract to make it consistent with this Agreement, and with such additional changes as may be agreed upon by the CITY and the LIBRARY that are not inconsistent with this Agreement.
- (B) Simultaneous with the BUYER's acquisition of the Old Main Library:
 - (i) Execute the Declaration; and
 - (ii) Execute the License Agreement.
- (C) Comply with the Declaration, the City Parking Spaces Contract, and the License Agreement.

6. INDEMNIFICATION.

- (A) The LIBRARY shall indemnify and hold harmless the CITY and the BUYER and any of their respective 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 exercise or performance of any of the LIBRARY's rights or obligations

under this Agreement.

- (B) The BUYER shall indemnify and hold harmless the CITY and the LIBRARY and their respective 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 BUYER, or its officers, agents, employees, consultants or contractors, in connection with the exercise or performance of any of the BUYER's rights or obligations under this Agreement.
- (C) The CITY shall indemnify and hold harmless the LIBRARY and the BUYER and any of their respective 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 exercise or performance of any of the CITY's rights or obligations under this Agreement.

- 7. **NO WAIVER OF TORT IMMUNITY DEFENSES.** Nothing contained in Section 6 above, or in any other provision of this Agreement, is intended to constitute, nor shall constitute, a waiver of the defenses available to the CITY or the LIBRARY under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*) with respect to claims by BUYER or third parties.
- 8. **NO BROKER.** Each Party hereby defends, indemnifies and holds the others harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that Party or that Party's partners, agents or affiliates in connection with this Agreement. Each Party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder.
- 9. **TERM.** This Agreement shall remain in effect until the date on which the obligations of all the Parties in this Agreement, the Old Main Library Contract, the Declaration, the Easement Agreement, the City Parking Spaces Contract, the Gift Agreement, and the License Agreement have expired.
- 10. **NOTICES.** Notice or other writings which a Party is required to, or may wish to, serve upon another 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
44 E. Downer Place
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: Roger A. Ritzman
Peregrine, Stime, Newman, Ritzman &
Bruckner, Ltd.
221 E. Illinois Street
P.O. Box 564
Wheaton, Illinois 60187
- (C) If to the BUYER: R. Ronald Janusz/Melinda Kruder
The Support Companies, LLC

- With a copy to: Kenneth S. McLaughlin, Jr.
Law Offices of McLaughlin & Associates, P.C.
495 N. Commons Drive, Suite 103
Aurora, Illinois 60504

or to such other address, or additional parties, as a Party may from time to time designate in a written notice to another 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.

11. **RECORDING AND COVENANTS RUNNING WITH THE LAND.** This Agreement

shall be recorded on title to the Old Main Library with the Kane County Recorder at the cost of the BUYER. The obligations in this Agreement shall run with the land of the Old Main Library, and the covenants, agreements, terms, conditions, obligations, rights and interests herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the BUYER, the CITY, the LIBRARY, their heirs, executors, successors, grantees, lessees and assigns, and the title holder of any portion of the Old Main Library.

12. **COUNTERPARTS.** This Agreement may be executed simultaneously in three (3) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
13. **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.
14. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement.

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; 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; and the BUYER, pursuant to authority granted by its members has caused this Agreement to be signed by its [Manager/Member].

CITY:

LIBRARY:

CITY OF AURORA

AURORA PUBLIC LIBRARY

BY: _____
Thomas Weisner, Mayor

BY: _____
John Savage, President

ATTEST:

ATTEST:

Wendy McCambridge, Clerk

Norma Gobert, Secretary

DATE: _____

DATE: _____

BUYER:

THE SUPPORT COMPANIES, LLC

BY: _____
_____, **Manager/Member**

DATE: _____

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 Weisner and Wendy McCambridge, 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 _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

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 _____, 2015.

Notary Public

My Commission Expires: _____

Exhibit "A"

LEGAL DESCRIPTION OF OLD MAIN LIBRARY

LEGAL DESCRIPTION:

BLOCK A (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID BLOCK; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID BLOCK, 47 FEET; THENCE NORTHWESTERLY TO A POINT 12 FEET SOUTHERLY FROM THE NORTHERLY LINE AND 28 FEET WESTERLY FROM THE EASTERLY LINE OF SAID BLOCK; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID BLOCK 60 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE WESTERLY LINE OF SAID BLOCK 56 FEET SOUTHERLY OF THE NORTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG SAID WESTERLY LINE 56 FEET TO THE NORTHWEST CORNER OF SAID BLOCK; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID BLOCK 120 FEET TO THE POINT OF BEGINNING) OF THE PLAT OF LIBRARY SUBDIVISION OF PART OF LOT 13, ASSESSOR'S MAP OF STOLP'S ISLAND, AND THAT PART OF THE VACATED STREET LYING SOUTH OF AND ADJOINING SAID BLOCK A (PER ORDINANCE NO. 3363 RECORDED OCTOBER 30, 1961 AS DOCUMENT 962438), DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT "A" OF THE LIBRARY SUBDIVISION OF PART OF LOT 13 OF THE ASSESSOR'S MAP OF STOLP'S ISLAND, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AURORA, ILLINOIS; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT "A" 120 FEET TO THE SOUTHEAST CORNER OF LOT "A"; THENCE SOUTHWESTERLY TO A POINT THAT IS 20 FEET WEST OF THE SOUTHEAST CORNER OF LOT "A" (MEASURED ON THE SOUTH LINE OF LOT A) AND 14 FEET SOUTH OF THE SOUTH LINE OF LOT "A" (MEASURED AT A RIGHT ANGLE TO THE SOUTH LINE OF LOT "A"); THENCE WESTERLY 80 FEET ON A LINE THAT IS 14 FEET SOUTH AND PARALLEL WITH THE SOUTH LINE OF LOT "A"; THENCE NORTHWESTERLY TO THE SOUTHWEST CORNER OF LOT "A"; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF LOT "A" TO THE PLACE OF BEGINNING IN THE CITY OF AURORA, COUNTY OF KANE, STATE OF ILLINOIS.

COMMONLY KNOWN AS:
1 EAST BENTON STREET, AURORA, ILLINOIS.

P.I.N.: 15-22-352-001

Exhibit “B”
Old Main Library Contract
(attached)

OLD MAIN LIBRARY CONTRACT

Aurora Public Library sale to The Support Companies, LLC

Old Main Library at 1 E. Benton Street, Aurora, Illinois

1. Buyer - The Support Companies, LLC (Buyer) agrees to purchase property commonly known as 1 E. Benton Street, Aurora, Illinois (Parcel 15-22-352-001) (legal description attached) (the Property).
2. Seller - Aurora Public Library, an Illinois public library ("Seller"), agrees to sell the Property to the Buyer on the terms set forth herein and arrange for conveyance of title to the Library by a recordable quit claim deed subject to:
 - (A) The General Exceptions contained in a Commitment for Title Insurance effective July 29, 2015, Commitment No. 15WSS036029AU (copy attached) (the Title Commitment);
 - (B) The Schedule B Exceptions in the Title Commitment except that on or before closing Seller will obtain waiver of Schedule B Exceptions B, 9; E, 10; Y, 12; Z, 13; AA, 14; C, 39; C, 40.
 - (C) An Intergovernmental Agreement between the City of Aurora, the Aurora Public Library, and The Support Companies, LLC regarding the sale and use of the Old Main Library (1 E. Benton Street) and amending the prior 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);
3. Purchase Price - The price to be paid for the Property ("Purchase Price") is Ten Dollars (\$10) and other good and valuable consideration.

4. Closing - The closing shall take place at Chicago Title Insurance Company, 2000 W. Galena Boulevard, Suite 105, Aurora, IL 60506 on Tuesday, December 29, 2015.
5. Possession - The Seller shall deliver possession to the Buyer at closing.
6. Broker Commission - The Seller and the Buyer each warrant and represent to the other that no brokers or agents assisted with this transaction and no brokers or agents are entitled to a commission in connection with this transaction.
7. Title - Seller has provided Buyer, at Seller's expense, the Title Commitment. Any title company endorsements or additional coverages are at Buyer's expense.
8. Survey - Seller has provided Buyer with an ALTA/ACSM Land Title Survey prepared by Todd Surveying dated October 1, 2015. Any other surveys are at Buyer's expense.
9. Real Estate Tax Prorations - Tax proration will not be necessary as the Property has been owned by the Seller and is exempt.
10. Notices - All notices shall be in writing and shall be served on the parties at the following addresses:

Notices to Seller: President
 Aurora Public Library
 101 S. River Street
 Aurora, IL 60506

Copy to: Roger A. Ritzman
 Peregrine, Stime, Newman, Ritzman & Bruckner, Ltd.
 221 E. Illinois Street
 P.O. Box 564
 Wheaton, IL 60187

Notices to Buyer: The Support Companies, LLC
 580 Exchange Court
 Aurora, IL 60504

Copy to: Kenneth S. McLaughlin, Jr.
 Law Offices of McLaughlin & Associates, P.C.
 495 N. Commons Drive
 Suite 103
 Aurora, IL 60504

The mailing of a notice by registered or certified mail, return receipt requested, shall be sufficient service.

11. Seller's Representations - Seller represents that, to the best of Seller's knowledge, on the date hereof and on the date of closing that:

(A) Neither the Seller nor Seller's agents have received any notices from any Federal, State, City, Village, Township, Seller or other governmental authority of any investigation, complaint or violation of any Federal Law, State Law or Local Ordinance violation including, but not limited to any zoning, building, fire or health code violation or pending special assessment in connection with the Property;

(B) It has not received any notice of any violation of any environmental protection laws or regulations or any lien relating to such with respect to the Property nor does it have any actual knowledge which would provide a basis for any such violation or lien;

12. Survival of Representations - The representations herein shall survive the closing.

13. Risk of Loss - The Seller shall bear all risk of loss with respect to the Property until closing.

14. Closing Mechanics -

(A) This transaction shall be closed at Chicago Title Insurance Company in accordance with general real estate practices in use in Kane County, Illinois;

(B) At Closing the Seller shall deliver to the Buyer any and all documents reasonably required to consummate the transaction;

(C) The Seller shall pay the amount of any State or County transfer taxes (transfer should be exempt) and all recording charges for any release documents

relating to the Property. Local Municipal Transfer Taxes, if any, will be paid as set forth in local/municipal ordinances (transfer may be exempt).

- (D) Seller and Buyer shall split equally the closing escrow fee of Chicago Title Insurance Company.

15. Library Board Approval/Ratification - As the Seller is a municipal entity, this Contract is subject to the approval of and is not enforceable until approved or ratified at an open meeting by the Board of Library Trustees of the Seller. Such approval/ratification is expected at a Library Board meeting scheduled for December 16, 2015.

16. "AS IS" Condition of the Property - Buyer accepts the Property in "AS IS" condition. Buyer's acceptance of the Property "AS IS" includes any and all defects or conditions affecting the Property, whether known or unknown.

17. Miscellaneous -

- (A) This Contract embodies the entire agreement between the Seller and the Buyer. There are no other agreements or understandings, oral or written, between the Buyer and the Seller;
- (B) No amendment of this Contract shall be valid unless in writing and signed by the parties;
- (C) The terms and conditions of this Contract are binding on the respective executors, heirs, devisees, administrators, personal representatives, successors and permitted assigns of the parties;
- (D) This Contract shall be construed and governed by the laws of the State of Illinois;
- (E) Each party agrees to promptly and duly execute, acknowledge and deliver all instruments, documents and assurances, and take all further action, before or after the Closing Date as is reasonably necessary to enable the parties to consummate the transaction;

(F) Seller shall leave the Property in broom clean condition. All refuse and personal property shall be removed from Property at Seller's expense prior to delivery of Possession. Buyer has the right to inspect the Property prior to closing.

BUYER:

AURORA PUBLIC LIBRARY

By: _____
John Savage, President
Board of Library Trustees

Date signed: _____

SELLER:

THE SUPPORT COMPANIES, LLC

By: _____
Robert R. Janusz, Manager

Date Signed: _____

By: _____
Melinda Kruder, Manager

Date signed: _____

Exhibit "C"
Declaration of Restrictive Covenants
(attached)

THIS DOCUMENT WAS PREPARED

BY:

Gregory T. Smith
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, IL 60606-2903

[Above space for Recorder's Office]

DECLARATION OF RESTRICTIVE COVENANTS

THIS **DECLARATION OF RESTRICTIVE COVENANTS** (the "Agreement") is entered into this _____ day of _____, 201_ (the "Effective Date"), by and between THE SUPPORT COMPANIES, LLC, an Illinois limited liability company ("OWNER") and the CITY OF AURORA ("CITY"). The OWNER and the CITY are sometimes individually referred to herein as a "Party" and collectively referred to as the "Parties."

W I T N E S S E T H

WHEREAS, OWNER is the owner in fee simple of the following described real estate:

LEGAL DESCRIPTION:

BLOCK A (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID BLOCK; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID BLOCK, 47 FEET; THENCE NORTHWESTERLY TO A POINT 12 FEET SOUTHERLY FROM THE NORTHERLY LINE AND 28 FEET WESTERLY FROM THE EASTERLY LINE OF SAID BLOCK; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID BLOCK 60 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE WESTERLY LINE OF SAID BLOCK 56 FEET SOUTHERLY OF THE NORTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG SAID WESTERLY LINE 56 FEET TO THE NORTHWEST CORNER OF SAID BLOCK; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID BLOCK 120 FEET TO THE POINT OF BEGINNING) OF THE PLAT OF LIBRARY SUBDIVISION OF PART OF LOT 13, ASSESSOR'S MAP OF STOLP'S ISLAND, AND THAT PART OF THE VACATED STREET LYING SOUTH OF AND ADJOINING SAID BLOCK A (PER ORDINANCE NO. 3363 RECORDED OCTOBER 30, 1961 AS DOCUMENT 962438), DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT "A" OF THE LIBRARY SUBDIVISION OF PART OF LOT 13 OF THE ASSESSOR'S MAP OF STOLP'S ISLAND, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AURORA, ILLINOIS; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT "A" 120 FEET TO THE SOUTHEAST CORNER OF LOT "A"; THENCE SOUTHWESTERLY TO A POINT THAT IS 20 FEET WEST OF THE SOUTHEAST CORNER OF LOT "A" (MEASURED ON THE SOUTH LINE OF LOT A) AND 14 FEET SOUTH OF THE SOUTH LINE OF LOT "A" (MEASURED AT A RIGHT ANGLE TO THE SOUTH LINE OF LOT "A"); THENCE WESTERLY 80 FEET ON A LINE THAT IS 14 FEET SOUTH AND PARALLEL WITH THE SOUTH LINE OF LOT "A"; THENCE NORTHWESTERLY TO THE SOUTHWEST CORNER OF LOT "A"; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF LOT "A" TO THE PLACE OF BEGINNING IN THE CITY OF AURORA, COUNTY OF KANE, STATE OF ILLINOIS.

COMMONLY KNOWN AS:
1 EAST BENTON STREET, AURORA, ILLINOIS.

P.I.N.: 15-22-352-001

(the "Subject Property"); and

WHEREAS, on _____, 2015, the OWNER, the CITY, and Aurora Public Library entered into "An Intergovernmental Agreement Between the City of Aurora, the Aurora Public Library, and The Support Companies, LLC Regarding the Sale and Use of the Old Main Library (1 E. Benton Street) and Amending the Prior 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)" (the "Old Main Library Agreement"); and

WHEREAS, the Old Main Library Agreement sets forth terms for the acquisition, development and use of the Subject Property by the OWNER; and

WHEREAS, in consideration of the conveyance of the Subject Property from the Aurora Public Library to the OWNER, the OWNER agrees to grant the CITY the right of first refusal to purchase the Subject Property; and

WHEREAS, in consideration of the conveyance of the Subject Property from the Aurora Public Library to the OWNER, the OWNER agrees to grant the CITY the authority to approve or deny future conveyances of the Old Main Library; and

WHEREAS, in consideration of the conveyance of the Subject Property from the Aurora Public Library to the OWNER, the OWNER agrees to not seek or accept a real estate taxation exemption for the Subject Property; and

WHEREAS, in consideration of the conveyance of the Subject Property from the Aurora Public Library to the OWNER, the OWNER agrees to not seek or obtain a reduction in the assessed valuation of the Subject Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto 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. **RIGHT OF FIRST REFUSAL GRANTED.** As used in this Section 2, "CITY" shall mean "the CITY, or its nominee," and "the Subject Property" shall mean "the Subject Property, or portion thereof."
 - (A) The CITY shall have the prior right to purchase the Subject Property and any improvements thereon, on as favorable terms as OWNER may from time to time be willing to sell the same, or any part thereof, to a third party. Accordingly, in the event OWNER shall receive from a third party at any time during the term of this Agreement a bona fide offer to purchase the Subject Property at a specified price, whether such price be first fixed by OWNER or the third party, and OWNER shall decide to sell the same for such amount (the "Offer"), OWNER shall promptly give written notice thereof by personal delivery or by registered or certified mail, return receipt requested, to the CITY, accompanied by an affidavit of OWNER setting out the full terms of such offer and of OWNER's willingness to sell for the price and under the terms and conditions offered, and accompanied by a copy of this Agreement (the "Offer Notice"). If the Offer Notice is given by registered or certified mail, receipt of said Offer Notice shall be deemed to have occurred on the third day following the mailing of said Offer Notice. The CITY shall have the first refusal and privilege (the "Option") of purchasing the Subject Property at such price and under such terms and conditions as are set forth in the Offer Notice. Such Option is to be exercised by the CITY within thirty (30) days after the CITY receives notice from OWNER, by notifying OWNER, in writing, that it will purchase

said Subject Property for the amount, and under the terms and conditions, specified in said Offer. Said notice exercising said Option to purchase, which is to be given by the CITY to OWNER (the "Purchase Notice"), shall be given by personal delivery or by certified or registered mail, return receipt requested. If the Purchase Notice is given by certified or registered mail, receipt of said Purchase Notice deemed to have occurred on the third day following the mailing of said Purchase Notice. In the event the CITY shall not give OWNER the Purchase Notice within said thirty (30) day period of its election to purchase for the amount and under the terms and conditions specified in said Offer, the CITY shall not be obligated to purchase, and OWNER may thereafter sell, the Subject Property to the third party making said offer, upon the terms and conditions set forth in said Offer and Offer Notice.

- (B) If the CITY shall elect to purchase the Subject Property under the Option granted herein, OWNER shall comply with the following requirements:
- (i) The giving by the CITY of the Purchase Notice of the exercise of the Option hereinbefore granted shall fix and determine the obligation of the CITY to purchase the Subject Property and the obligation of OWNER to sell the same. The CITY shall present OWNER with a contract of purchase within twenty one (21) days of exercising its Option, which contract of purchase shall contain, in addition to the specific provisions granted herein, the usual and customary provisions contained in the Chicago Title Insurance Company's Real Estate Sale Contract, Form B, as revised from time to time. Nothing herein shall be construed to prevent the OWNER and the CITY from entering into a contract of sale upon whatsoever terms that they may mutually agree upon, but in the event they are unable to so agree, the terms and provisions herein shall be mandatory as to both OWNER and the CITY. OWNER shall furnish, free of expense to the CITY, within thirty (30) days after the receipt of the CITY's Purchase Notice, a title commitment for an owner's title insurance policy issued by the Chicago Title Insurance Company or any other Illinois licensed title insurer in the amount of the purchase price, covering title to the Subject Property on or after the date of the contract, showing title in the CITY subject only to (a) the general exceptions contained in the policy; (b) public and quasi-public utility easements and roads and highways, if any; (c) general taxes for the year preceding the year in which the contract is dated and the years subsequent thereto; (d) title exceptions which may be removed by the payment of money at the time of closing and which the OWNER may so remove at that time by using the funds to be paid upon the delivery of the deed; and (e) rights of adjoining owners to the uninterrupted flow of any stream which may cross the Subject Property. The title commitment shall

be conclusive evidence of good title as therein shown, subject only to the exceptions as therein stated. OWNER also shall furnish the CITY an affidavit of title covering the time of closing.

- (ii) If the title commitment discloses exceptions relating to title other than those referred to in Section 2(B)(i), OWNER shall have thirty (30) days from the date of the delivery of the title commitment to the CITY to have these exceptions removed from the commitment. If OWNER fails to have these exceptions removed within this time, the CITY may terminate this contract or may elect, upon notice to OWNER within ten (10) days after the expiration of the thirty (30) day period, to take title as it then is, with the right to deduct from the purchase price the dollar amount of liens or encumbrances of a definite or ascertainable amount. If the CITY does not so elect, the contract described in Section 2(B)(i) shall become null and void without further action of the Parties.
- (iii) Upon acceptance by the CITY of said title, and upon payment to OWNER of the purchase price for the Subject Property, OWNER shall convey to the CITY, by general warranty deed, a fee simple title in and to the Subject Property and the appurtenances thereunto belonging, free and clear of all liens, encumbrances and charges of whatsoever character, except as to those specifically provided for by the contract set forth in Section 2(B)(i); and shall also deliver to the CITY, free of expense, the title commitment or owner's title policy. Payment hereunder may be made by the CITY by tendering immediately available funds, in the amount of the purchase price.
- (iv) Partial or total destruction of any improvements on the Subject Property without fault of the CITY after the exercise of the Option herein granted shall, at the CITY's election and upon written notice to OWNER within thirty (30) days of said partial or total destruction, excuse its performance of the contract formed by the exercise of said Option.

3. **APPROVAL OF SUBSEQUENT OWNERS.** The OWNER shall not allow or permit the Subject Property, or any portion thereof, to be conveyed unless first approved by the CITY in writing, in the CITY's sole and absolute discretion, which may be withheld for any reason whatsoever. No conveyance of the Subject Property, or any portion thereof, shall be effective until and unless the CITY has given its written approval of the conveyance. The CITY shall approve or deny a conveyance of the Subject Property, or any portion thereof, within twenty (20) business days of a written request by OWNER.

4. **REAL ESTATE TAXATION.** The Subject Property shall be subject to real estate taxation. Neither OWNER, nor anyone on OWNER's behalf, shall seek or accept any exemption from real estate taxes for the Subject Property, or any part thereof. It is the intention of the Parties that the Subject Property shall remain subject to real estate taxation, that OWNER shall pay real estate taxes on the Subject Property, and that the Subject Property shall remain a source of real estate tax revenue for the CITY and other taxing bodies. This Section 4 shall not apply during any period when the entire Subject Property is owned by a unit of local government, or a school district, and operated by the unit of local government, or a school district, for tax exempt purposes.

5. **NO REDUCTION IN ASSESSED VALUATION.** For five (5) calendar years after the Effective Date, no reduction in the assessed valuation of the Subject Property, or any part thereof, may be sought or obtained. This Section 5 shall not apply if the entire Subject Property is owned by a unit of local government or a school district.

6. **PENALTY.** In the event of a violation of Sections 2, 3, 4, or 5 of this Agreement, the OWNER shall be liable to the CITY for damages equal to One Thousand and No/100 Dollars (\$1,000.00) for each day each violation exists, and in addition to all other remedies set forth in this Agreement, and the CITY may, without delay, petition a court for, among any other relief available, equitable relief to cure the violation(s). All costs, including attorney's fees, incurred by the CITY in enforcing this Agreement shall be the responsibility of the OWNER.

7. **COVENANTS BINDING ON SUCCESSORS AND ASSIGNS.** The obligations in this Agreement shall run with the land of the Subject Property, and the covenants, agreements, terms, conditions, obligations, rights and interests herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the OWNER, the CITY, and their heirs, executors, successors, grantees, lessees and assigns, and the title holder of any portion of the Subject Property.

8. **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
44 E. Downer Place
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 OWNER:

R. Ronald Janusz/Melinda Kruder
The Support Companies, LLC

With a copy to:

Kenneth S. McLaughlin, Jr.
Law Offices of McLaughlin & Associates, P.C.
495 N. Commons Drive, Suite 103
Aurora, Illinois 60504

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.

9. **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.
10. **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.
11. **TERM.** Unless sooner terminated by agreement of the OWNER and the CITY, this Agreement shall remain in effect for a period of ten (10) years from the Effective Date, and this Agreement shall be automatically extended for successive periods of ten (10) years thereafter, except with regard to the obligations of OWNER in Section 5 regarding reductions in assessed valuation of the Subject Property, which obligations in Section 5 have a term of five (5) years from the Effective Date.
12. **RECORDING AND COVENANTS RUNNING WITH THE LAND.** This Agreement shall be recorded on title to the Subject Property with the Kane County Recorder at the cost of the OWNER. The obligations in this Agreement shall run with the land of the Subject Property, and the covenants, agreements, terms, conditions, obligations, rights and interests herein contained or provided for shall be likewise

binding upon and shall inure to the benefit of the CITY and the OWNER, their heirs, executors, successors, grantees, lessees and assigns, and the title holder of any portion of the Subject Property.

13. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement.

CITY:

CITY OF AURORA

BY: _____
Thomas Weisner, Mayor

ATTEST:

Wendy McCambridge, Clerk

DATE: _____

OWNER:

THE SUPPORT COMPANIES, LLC

BY: _____
_____, **Manager/Member**

DATE: _____

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 Weisner and Wendy McCambridge, 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 _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

Exhibit “D”
Easement Agreement
(attached)

THIS DOCUMENT WAS PREPARED BY:

Gregory T. Smith
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive
Suite 1660
Chicago, IL 60606-2903

[Space for Recorder's Office]

GRANT OF EASEMENT

THIS **GRANT OF EASEMENT** (the "Grant of Easement") is entered into this _____ day of _____, 201_ (the "Effective Date"), by and between the AURORA PUBLIC LIBRARY, an Illinois public library (the "LIBRARY"), and THE SUPPORT COMPANIES, LLC (the "GRANTOR"), an Illinois limited liability company. The LIBRARY and the BUYER are sometimes individually referred to herein as a "Party" and collectively referred to as the "Parties."

WITNESSETH

WHEREAS, GRANTOR is the owner in fee simple of the following-described property:

BLOCK A (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF SAID BLOCK; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID BLOCK, 47 FEET; THENCE NORTHWESTERLY TO A POINT 12 FEET SOUTHERLY FROM THE NORTHERLY LINE AND 28 FEET WESTERLY FROM THE EASTERLY LINE OF SAID BLOCK; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID BLOCK 60 FEET; THENCE SOUTHEASTERLY TO A POINT ON THE WESTERLY LINE OF SAID BLOCK 56 FEET SOUTHERLY OF THE NORTHWEST CORNER THEREOF; THENCE NORTHERLY ALONG SAID WESTERLY LINE 56 FEET TO THE NORTHWEST CORNER OF SAID BLOCK; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID BLOCK 120 FEET TO THE POINT OF BEGINNING) OF THE PLAT OF LIBRARY SUBDIVISION OF PART OF LOT 13, ASSESSOR'S MAP OF STOLP'S ISLAND, AND THAT PART OF THE VACATED STREET LYING SOUTH OF AND ADJOINING SAID BLOCK A (PER ORDINANCE NO. 3363 RECORDED OCTOBER 30, 1961 AS DOCUMENT 962438), DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT "A" OF THE LIBRARY SUBDIVISION OF PART OF LOT 13 OF THE ASSESSOR'S MAP OF STOLP'S ISLAND, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AURORA, ILLINOIS; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT "A" 120 FEET TO THE SOUTHEAST CORNER OF LOT "A"; THENCE SOUTHWESTERLY TO A POINT THAT IS 20 FEET WEST OF THE SOUTHEAST CORNER OF LOT "A" (MEASURED ON THE SOUTH LINE OF LOT A) AND 14 FEET SOUTH OF THE SOUTH LINE OF LOT "A" (MEASURED AT A RIGHT ANGLE TO THE SOUTH LINE OF LOT "A"); THENCE WESTERLY 80 FEET ON A LINE THAT IS 14 FEET SOUTH AND PARALLEL WITH THE SOUTH LINE OF LOT "A"; THENCE NORTHWESTERLY TO THE SOUTHWEST CORNER OF LOT "A"; THENCE SOUTHEASTERLY ALONG THE SOUTH LINE OF LOT "A" TO THE PLACE OF BEGINNING IN THE CITY OF AURORA, COUNTY OF KANE, STATE OF ILLINOIS.

COMMONLY KNOWN AS:
1 EAST BENTON STREET, AURORA, ILLINOIS.

P.I.N.: 15-22-352-001

(the "Easement Parcel"); and

WHEREAS, on _____, 2015, the City of Aurora (the "CITY"), the LIBRARY, and GRANTOR entered into "An Intergovernmental Agreement Between the City of Aurora, the Aurora Public Library, and The Support Companies, LLC Regarding the Sale and Use of the Old Main Library (1 E. Benton Street) and Amending the Prior 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)" (the "Old Main Library Agreement"); and

WHEREAS, in consideration of the conveyance of the Easement Parcel from the LIBRARY to the GRANTOR, the GRANTOR agreed in the Old Main Library Agreement to grant the LIBRARY certain parking and access easement rights over the Easement Parcel; and

WHEREAS, GRANTOR has agreed to grant the LIBRARY the easements for parking and access purposes over the Easement Parcel, subject to certain terms and conditions as more fully set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto 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. **GRANT OF EASEMENT FOR BOOKMOBILE PARKING.**
 - (A) GRANTOR hereby grants, releases, conveys, assigns and quit claims to the LIBRARY an easement for the full, free, an unimpeded right, privilege and authority to access and move across the parking spaces and drive aisles of the Easement Parcel, and to access the "Garage" on the Easement Parcel, as depicted and legally described on **Exhibit "1"**, attached hereto and made a part hereof, on the Easement Parcel, to park and store the LIBRARY's Bookmobile vehicle in the Garage, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which the easement created hereby is made, and that the GRANTOR shall not disturb, molest, injure or in any manner interfere with the aforesaid easement, and all facilities and activities incidental thereto.

 - (B) The LIBRARY shall temporarily move the Bookmobile vehicle from the Easement Parcel, or the necessary portion thereof, as reasonably requested by GRANTOR, so that GRANTOR may access and use the "Loading Dock" on the Easement Parcel, as depicted on **Exhibit "1."** The LIBRARY shall use its reasonable best efforts to comply with requests made by GRANTOR under this Section 2(B).

 - (C) This Grant of Easement may not be terminated by GRANTOR for the first three (3) years from the Effective Date. If GRANTOR desires to terminate this Grant of Easement after the first three (3) years from the Effective Date, GRANTOR shall serve a written notice of termination on the LIBRARY, and this Grant of Easement shall terminate one (1) year from the date of said written notice of termination of this Grant of Easement from GRANTOR to the LIBRARY.

3. **COST ALLOCATION.** All work, labor, services, equipment, tools and materials to be performed, furnished or used directly or indirectly in, or in connection with, the constructing, installing, reconstructing, replacing, removing, maintaining, altering, inspecting, repairing and/or operating the Easement Parcel, and all facilities and activities incidental thereto, and all other matters and things to be performed,

furnished or used, or expenses to be paid, under the term of this Grant of Easement are to be at the sole cost and expense of the GRANTOR.

4. **COVENANTS BINDING ON SUCCESSORS AND ASSIGNS.** The obligations in this Grant of Easement shall run with the land of the Easement Parcel and the covenants, agreements, terms, conditions, obligations, rights and interests herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the GRANTOR, the LIBRARY, their heirs, executors, successors, grantees, lessees and assigns, and the title holder of any portion of the Easement Parcel.

5. **NOTICES.** Notice or other writings which a Party is required to, or may wish to, serve upon another Party in connection with this Grant of Easement 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 LIBRARY: President
Aurora Public Library
1 E. Benton Street
Aurora, Illinois 60505

With a copy to: Roger A. Ritzman
Peregrine, Stime, Newman, Ritzman &
Bruckner, Ltd.
221 E. Illinois Street
P.O. Box 564
Wheaton, Illinois 60187

(B) If to the GRANTOR: R. Ronald Janusz/Melinda Kruder
The Support Companies, LLC

With a copy to: Kenneth S. McLaughlin, Jr.
Law Offices of McLaughlin & Associates, P.C.
495 N. Commons Drive, Suite 103
Aurora, Illinois 60504

or to such other address, or additional parties, as a Party may from time to time designate in a written notice to another 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.

6. **TERM.** Unless sooner terminated by agreement of the LIBRARY and the GRANTOR, this Grant of Easement shall remain in effect for a period of ten (10) years from the Effective Date, and this Agreement shall be automatically

extended for successive periods of ten (10) years thereafter, except that the Grant of Easement is subject to termination in accordance with Section 2(C) above.

7. **COUNTERPARTS.** This Grant of Easement 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 Grant of Easement.
8. **ENTIRE AGREEMENT.** This Grant of Easement 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 Grant of Easement which are not fully expressed herein.
9. **RECORDING AND COVENANTS RUNNING WITH THE LAND.** This Grant of Easement shall be recorded on title to the Easement Parcel with the Kane County Recorder at the cost of the GRANTOR. The obligations in this Grant of Easement shall run with the land of the Easement Parcel, and the covenants, agreements, terms, conditions, obligations, rights and interests herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the LIBRARY, the GRANTOR, their heirs, executors, successors, grantees, lessees and assigns, and the title holder of any portion of the Easement Parcel.
10. **EFFECTIVE DATE.** This Grant of Easement shall be deemed dated and become effective on the date on which the last of the Parties executes this Grant of Easement.

GRANTOR:

THE SUPPORT COMPANIES, LLC

BY: _____
_____, **Manager/Member**

DATE: _____

LIBRARY:

AURORA PUBLIC LIBRARY

BY: _____
John Savage, President

ATTEST:

Norma Gobert, Secretary

DATE: _____

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 _____, 2015.

Notary Public

My Commission Expires: _____

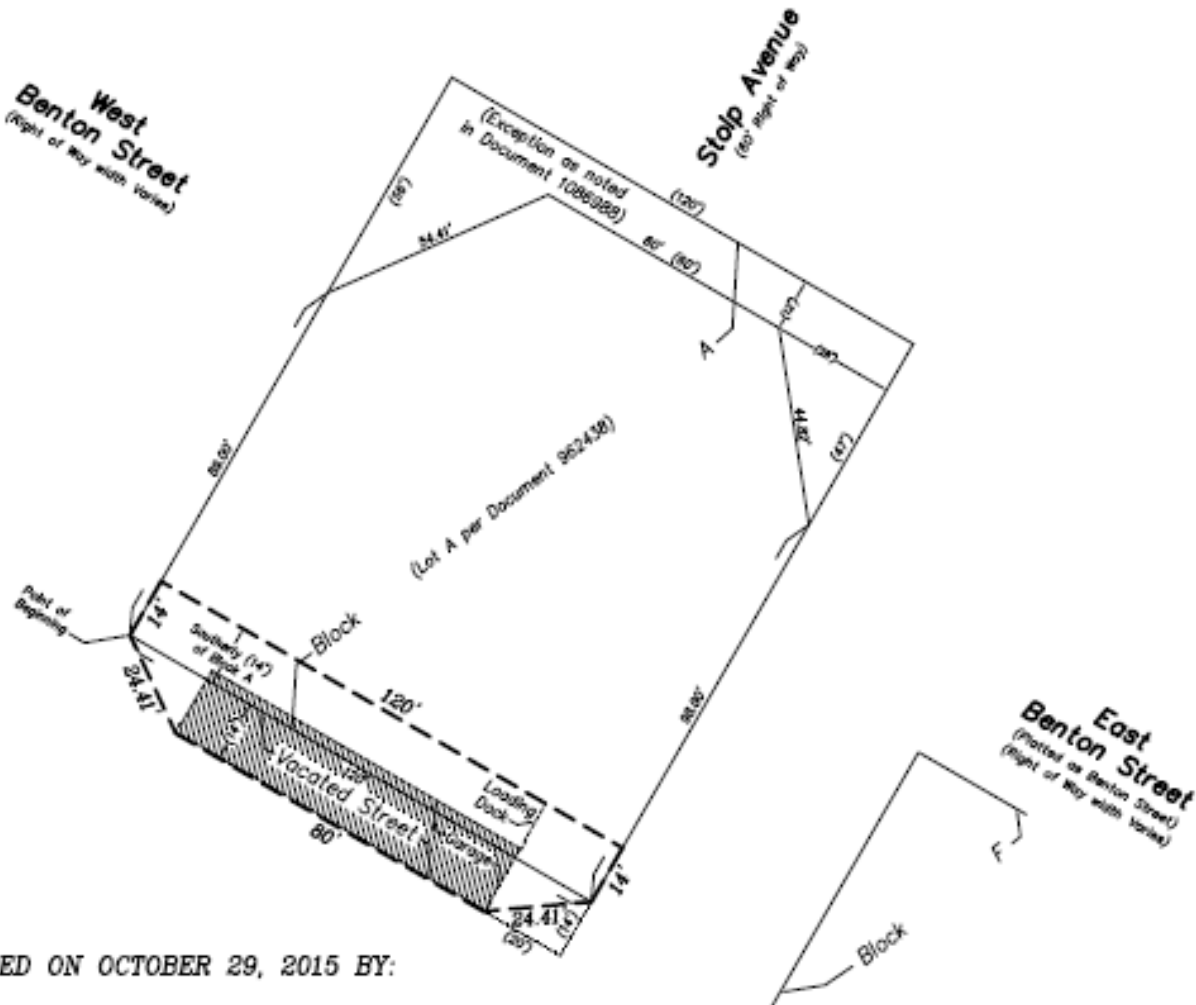
**Exhibit "1" to the Grant of Easement
Depiction and Legal Description of Easement Parcel**

(attached)

BOOKMOBILE EASEMENT EXHIBIT

THE SOUTHERLY 14.0 FEET OF BLOCK A OF THE PLAT OF THE LIBRARY SUBDIVISION OF PART OF LOT 13, ASSESSOR'S MAP OF STOLP'S ISLAND, AND ALSO THAT PART OF THE VACATED STREET LYING SOUTH OF AND ADJOINING SAID BLOCK A (PER ORDINANCE NO. 3363 RECORDED OCTOBER 30, 1961 AS DOCUMENT 962438), DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT "A" OF THE LIBRARY SUBDIVISION OF PART OF LOT 13 OF THE ASSESSOR'S MAP OF STOLP'S ISLAND, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AURORA, ILLINOIS; THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT "A" 120 FEET TO THE SOUTHEAST CORNER OF LOT "A"; THENCE SOUTHWESTERLY TO A POINT THAT IS 20 FEET WEST OF THE SOUTHEAST CORNER OF LOT "A" (MEASURED ON THE SOUTH LINE OF LOT A) AND 14 FEET SOUTH OF THE SOUTH LINE OF LOT "A" (MEASURED AT A RIGHT ANGLE TO THE SOUTH LINE OF LOT "A"); THENCE WESTERLY 80 FEET ON A LINE THAT IS 14 FEET SOUTH AND PARALLEL WITH THE SOUTH LINE OF LOT "A"; THENCE NORTHWESTERLY TO THE SOUTHWEST CORNER OF LOT "A" TO THE PLACE OF BEGINNING, IN THE CITY OF AURORA, COUNTY OF KANE, STATE OF ILLINOIS.

EASEMENT CONTAINS 3,080.0 SQUARE FEET, MORE OR LESS.



PREPARED ON OCTOBER 29, 2015 BY:

ERIC C. POKORNY
I.P.L.S. NO. 3818

Scale: 1" = 40'

N = North E = East
S = South W = West

(XX.XX') = Record Distance
XX.XX' = Measured Distance

- Garage

MICHEL C. ENHALACC, P.L.S. 2768, EXP. 11/30/2014
ERIC C. POKORNY, P.L.S. 3818, EXP. 11/30/2014

TODD SURVEYING

PROFESSIONAL LAND SURVEYING SERVICES
"CORNERSTONE SURVEYING PC"
1204 SUNSET AVENUE, SUITE E
YORVILLE, IL 60540
PHONE: 815-898-1209 FAX: 815-898-8844

| | |
|---|-----------------------------|
| Client: City of Aurora Development Services | |
| Book #2172/Sheet | Drawn By: MP/EP/Plot #12342 |
| Reference: City of Aurora Purchase Order 280535 | |
| Field Work Completed: 07/14/2015 | |
| Rev. Date | Rev. Description |
| 11/02/15 | Review Comments |
| 11/03/15 | Review Comments |
| Project Number | |
| 2015-0947 EASE2 | |

Exhibit “E”
Gift Agreement
(attached)

GIFT AGREEMENT

THIS **GIFT AGREEMENT** (the "Agreement") is entered into this _____ day of _____, 201_ (the "Effective Date"), by and between THE SUPPORT COMPANIES, LLC, an Illinois limited liability company ("DONOR") and the Aurora Public Library Foundation ("FOUNDATION"). The DONOR and the FOUNDATION are sometimes individually referred to herein as a "Party" and collectively referred to as the "Parties."

W I T N E S S E T H

WHEREAS, the FOUNDATION is an Illinois not-for-profit corporation established for the sole purpose of providing financial assistance to the Aurora Public Library (the "LIBRARY"); and

WHEREAS, the LIBRARY has agreed to convey the Old Main Library to the DONOR pursuant to the terms of "An Intergovernmental Agreement Between the City of Aurora, the Aurora Public Library, and The Support Companies, LLC Regarding the Sale and Use of the Old Main Library (1 E. Benton Street) and Amending the Prior 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)," in consideration, in part, of the DONOR making the "Gift," as defined below; and

WHEREAS, the DONOR wishes to make a charitable gift of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) to the FOUNDATION (the "Gift"), and consistent with the FOUNDATION's purpose and mission, the Gift is intended to be used solely for the benefit of the LIBRARY; and

WHEREAS, the FOUNDATION accepts the Gift, subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto 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. **GIFT.** The DONOR irrevocably pledges the Gift to the FOUNDATION.

3. **PAYMENT OF THE GIFT.** The DONOR shall pay the Gift to the FOUNDATION in installments as follows:

| <u>Amount:</u> | <u>Date of payment:</u> |
|----------------|--|
| 1. \$50,000 | On or before December 31, 2015, or if the Effective Date is after December 31, 2015, within thirty (30) days of the Effective Date |
| 2. \$50,000 | On or before December 31, 2016 |
| 3. \$50,000 | On or before December 31, 2017 |
| 4. \$50,000 | On or before December 31, 2018 |
| 5. \$50,000 | On or before December 31, 2019 |

The DONOR may at any time accelerate payment of any or all of the Gift. Payments to the FOUNDATION may be made via check, electronic funds transfer, stocks or other securities, or other methods agreed upon by the Parties. The FOUNDATION has provided DONOR with a letter from the Internal Revenue Service dated November 24, 2008 confirming the FOUNDATION's tax exempt status. Upon receipt of each gift, the FOUNDATION shall issue DONOR a receipt acknowledging that the gift was received in accordance with the terms of a Gift Agreement between the DONOR and the FOUNDATION.

4. **USE OF THE GIFT.** The Gift shall be used to further the mission of the LIBRARY and of the FOUNDATION. The Gift will be disbursed by the FOUNDATION as set forth in the FOUNDATION's grant guidelines.
5. **ENFORCEMENT.** All costs, including attorneys' fees, incurred by the FOUNDATION in enforcing this Agreement shall be the responsibility of the DONOR.
6. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement.
7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties with regard to the matters referred to herein and supersedes any and all prior oral and written agreements of the Parties, if any. This Agreement may not be modified or amended except by written agreement executed by the parties hereto. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

FOUNDATION:

**AURORA PUBLIC LIBRARY
FOUNDATION**

DONOR:

THE SUPPORT COMPANIES, LLC

BY: _____
Kelly McCleary, President

BY: _____
_____, **Manager/Member**

ATTEST:

DATE: _____

_____, **Secretary**

DATE: _____

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 Kelly McCleary and _____, personally known to me to be the President and Secretary of the Aurora Public Library Foundation, 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 the Aurora Public Library Foundation, as their free and voluntary act, and as the free and voluntary act and deed of said Aurora Public Library Foundation, for the uses and purposes therein set forth

GIVEN under my hand and Notary Seal, this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

Exhibit “F”
License Agreement
(attached)

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into this ___ day of _____, 2015 (the "Effective Date"), by and between the City of Aurora, an Illinois municipal corporation (the "CITY") and The Support Companies, LLC, an Illinois limited liability company (the "LICENSEE"). The CITY and the LICENSEE are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

W I T N E S S E T H

WHEREAS, the CITY owns and maintains the public right-of-way of adjacent to LICENSEE's property at 1 E. Benton Street, Aurora, Illinois (the "Property"); and

WHEREAS, included within the boundaries of the aforementioned right-of-way are certain existing off-street parking spaces, as depicted and labeled as "Reserved Parking" and legally described in **EXHIBIT "1"**, attached hereto and made a part hereof (the "Parking Spaces"); and

WHEREAS, the LICENSEE has agreed to accept the conveyance of the Old Main Library from the Aurora Public Library pursuant to the terms of "An Intergovernmental Agreement Between the City of Aurora, the Aurora Public Library, and The Support Companies, LLC Regarding the Sale and Use of the Old Main Library (1 E. Benton Street) and Amending the Prior 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)," in consideration, in part, of the CITY granting the license set forth herein to LICENSEE; and

WHEREAS, the CITY has determined that it is in the best interests of the CITY to enter into this Agreement to allow LICENSEE to utilize the Parking Spaces, subject to certain terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, representations and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

SECTION 1: LICENSE AND LIMITATIONS

- 1.1 **Grant of License.** The CITY hereby grants to LICENSEE a revocable license (the "License") to occupy and use, subject to all of the terms, conditions and restrictions contained herein, the Parking Spaces, for vehicular parking purposes only.
- 1.2 **Scope and Limitations of License.** The License granted herein shall permit LICENSEE to use and occupy the Parking Spaces for vehicular parking purposes

only, subject to the restrictions and requirements imposed by this Agreement, the Aurora Municipal Code and the Aurora Traffic Ordinance, including, but not limited to, the following restrictions and requirements:

- A. LICENSEE shall not construct, build or place, or cause to be constructed, built or placed, any structures, permanent or otherwise, on the Parking Spaces, including, but not limited to, buildings, houses, dwellings, garages, sheds and/or other structures of a permanent or semi-permanent nature.
- B. LICENSEE shall be permitted to install signs designating the Parking Spaces as reserved parking, subject to the restrictions and requirements imposed by this Agreement, the Aurora Municipal Code and the Aurora Traffic Ordinance, and with the prior written approval of the CITY's Director of Public Works. Said signs shall set forth all time, day and user restrictions regarding the use of the Parking Spaces.
- C. If LICENSEE has contracted with a towing operator for the removal of vehicles from the Parking Spaces, the towing operator must comply with the provisions of 625 ILCS 5/18a-100, *et seq.*, and LICENSEE shall install signage setting forth the fees associated with any vehicle removal activities and the name, address and phone number of the towing operator contracted by LICENSEE to enforce the parking restrictions.
- D. LICENSEE shall also be responsible for the plowing of any snow from the Parking Spaces, as the CITY's snow plowing obligation shall be limited to only the travel lanes of its public right-of-way.
- E. LICENSEE shall have the right to request parking improvements within the Parking Space, provided that the costs for the requested improvements are first paid for in full by LICENSEE. Any such improvements, if made by the CITY, shall be made at the sole cost and expense of LICENSEE. Any such parking improvements shall be removed by LICENSEE, at LICENSEE's sole cost and expense, in the event that this License is terminated or not renewed, unless otherwise directed by the CITY. In the event that LICENSEE fails to remove said improvements, and the CITY is required to do so, the CITY's costs associated with any such removal may be recorded as a lien against the Property.
- F. LICENSEE shall refrain from using the Parking Spaces in any unreasonable, unsafe and/or illegal manner, and shall at all times use the Parking Spaces in full compliance with all applicable provisions of this Agreement, the Aurora Municipal Code and the Aurora Traffic Ordinance.

1.3 Term of License. Unless sooner terminated by agreement of the CITY and LICENSEE, this Agreement shall remain in effect for a period of ten (10) years

from the Effective Date, and this Agreement shall be automatically extended for successive periods of ten (10) years thereafter, except that this Agreement is subject to termination in accordance with Section 2 hereof.

- 1.4 Non-Assignability of License.** The License is personal and shall not be assigned and/or transferred to any other person or entity without the expressed written consent of the CITY, which consent may be withheld in the CITY's sole and absolute discretion.

SECTION 2: TERMINATION AND EXPIRATION

- 2.1 Termination.** This Agreement shall terminate by its terms at its effective date of expiration. Prior to its expiration, the License is revocable at will by either Party. Said License is for the temporary permissive use of the Parking Spaces only and creates no property and/or other interest in the Parking Spaces on the part of, or for the benefit of, LICENSEE.
- 2.2 Notice of Termination.** No written or other notice shall be required when this Agreement expires. Where termination is at the request of either Party prior to the expiration of this Agreement, the Party terminating this Agreement shall serve written notice on the other Party not less than thirty (30) days before the termination is to take effect.
- 2.3 Improvements Required as Part of Termination or Expiration.** Upon termination of this Agreement at or prior to its expiration, LICENSEE shall make such repairs as may be determined by the CITY Engineer to be necessary to bring the Parking Spaces into substantial compliance with applicable CITY codes and regulations, utilizing the standard maintenance schedules used by the CITY regarding the maintenance and repair of rights-of-way within the CITY's present geographic boundaries. The CITY shall provide LICENSEE a notice of the proposed repairs to be performed and the cost of such repairs. Within ten (10) business days after receipt of such notice, LICENSEE shall notify CITY of LICENSEE's intention to perform some or all of such repairs, or to have them performed by the CITY. If LICENSEE elects to perform some or all of such repairs, such notice shall specify the date by which repairs to be performed by LICENSEE shall be completed, which date shall be no later than ninety (90) days from the date of the notice. All repairs performed by LICENSEE shall be subject to inspection and acceptance by the CITY Engineer. All costs of such repairs performed by the CITY shall be borne by LICENSEE. In the event that LICENSEE fails pay for such repairs performed by the CITY within thirty (30) days after the CITY sends a written request for LICENSEE to pay such repair costs, the CITY's costs associated with any such repair may be recorded as a lien against the Property.

SECTION 3: NOTICES

3.1 Delivery and Effective Date. 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
44 E. Downer Place
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 LICENSEE: R. Ronald Janusz/Melinda Kruder
The Support Companies, LLC

With a copy to: Kenneth S. McLaughlin, Jr.
Law Offices of McLaughlin & Associates, P.C.
495 N. Commons Drive, Suite 103
Aurora, Illinois 60504

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.

SECTION 4: MISCELLANEOUS PROVISIONS

4.1 Indemnification and Insurance. LICENSEE covenants and agrees to indemnify the CITY and its elected officials, officers, agents and employees from and against any and all claims, losses, lawsuits, actions, injuries, accidents, costs and/or expenses (including reasonable attorneys' fees) for damages to person(s) or property arising out of or in relation to the acts or omissions of LICENSEE, or LICENSEE's officers, agents, contractors or employees, relative

to the use, maintenance or repair of the Parking Spaces, for the term of this Agreement, but not for acts or omissions occurring after the early termination of this Agreement by either Party. LICENSEE shall maintain liability insurance coverage for the Parking Spaces from the commencement of the term of this Agreement until its termination, in an amount acceptable to the CITY, and shall provide the CITY with a certificate of insurance describing such insurance coverage within thirty (30) days after the commencement of the term of this Agreement, and shall update same, as necessary thereafter, during the term of this Agreement. Such insurance coverage shall name the CITY, its elected officials, officers, agents and employees as additional insureds, and shall provide that the insurance coverage provided by LICENSEE shall be primary to any insurance coverage of the CITY. Failure of LICENSEE to provide such insurance certificate, within ten (10) business days after notice from the CITY of LICENSEE's failure to provide a current certificate of insurance, shall terminate this Agreement without further action by either Party.

- 4.2 Severability of Agreement.** The terms and conditions set forth in this Agreement shall be severable. In the event that any of the provisions contained herein are declared by a court of competent jurisdiction to be inconsistent with federal, state or local law, or otherwise unenforceable for any reason whatsoever, the remaining provisions shall remain in full force and effect as to the Parties.
- 4.3 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.
- 4.4 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.
- 4.5 Effective Date.** This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement, which date shall be inserted on page 1 of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

CITY:

CITY OF AURORA

OWNER:

THE SUPPORT COMPANIES, LLC

BY: _____
Thomas Weisner, Mayor

BY: _____
_____, **Manager/Member**

ATTEST:

DATE: _____

Wendy McCambridge, Clerk

DATE: _____

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 Weisner and Wendy McCambridge, 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 _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

Exhibit “1”

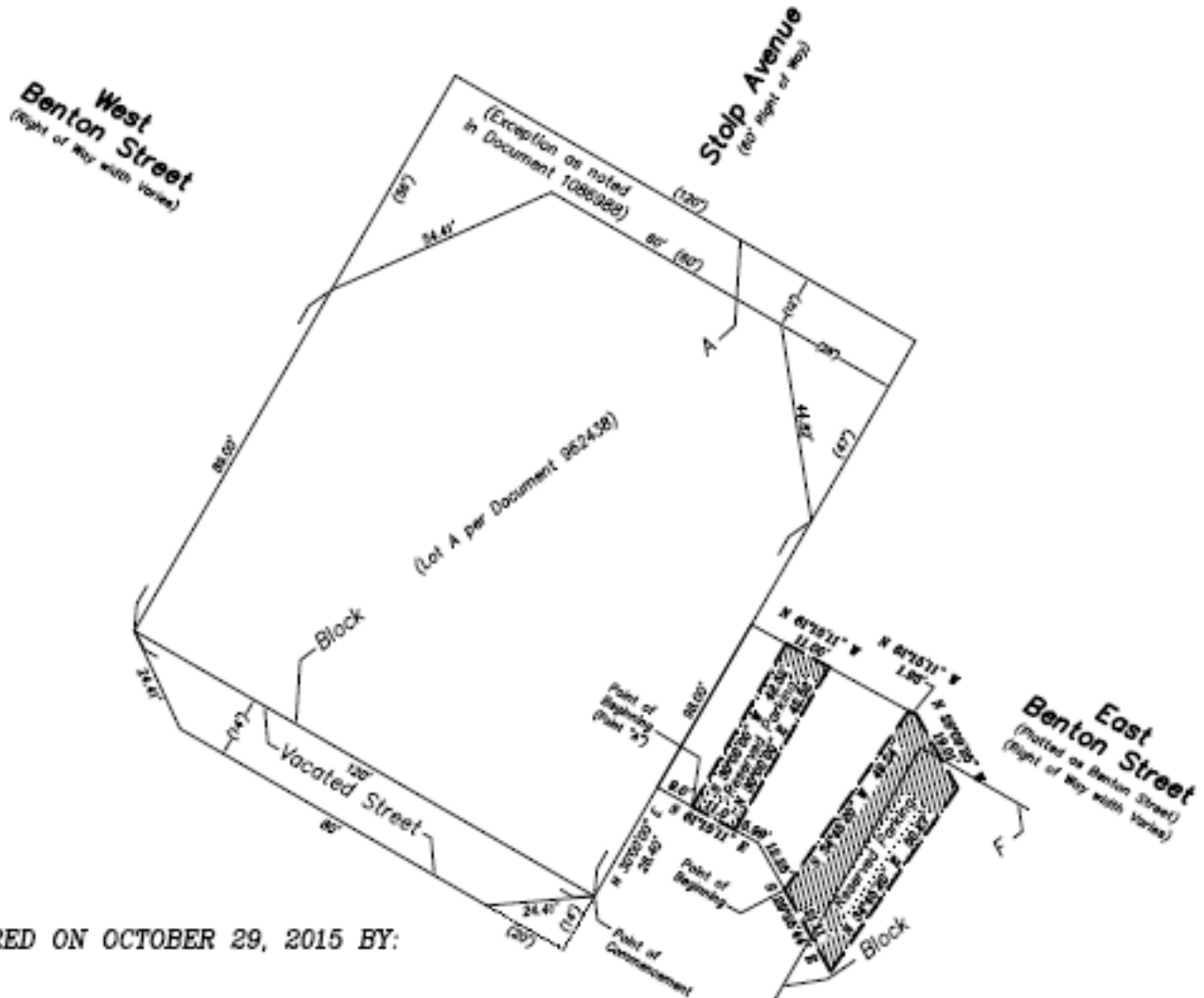
Depiction and Legal Description of the Parking Spaces

(attached)

LICENSE AGREEMENT EXHIBIT

THAT PART OF BENTON STREET AND BLOCK F OF THE PLAT OF THE LIBRARY SUBDIVISION OF PART OF LOT 13, ASSESSOR'S MAP OF STOLP'S ISLAND, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AURORA, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF BLOCK A OF SAID LIBRARY SUBDIVISION; THENCE N 30°00'00" E ALONG THE EASTERLY LINE OF SAID BLOCK A, 28.40 FEET; THENCE S 61°15'11" E, 9.00 FEET FOR A POINT OF BEGINNING, HEREAFTER KNOWN AS POINT "A"; THENCE S 61°15'11" E, 11.00 FEET; THENCE N 30°00'00" E, 42.52 FEET; THENCE N 61°15'11" W, 11.00 FEET; THENCE S 30°00'00" W 42.52 FEET TO THE POINT OF BEGINNING (CONTAINING 467.7 SQUARE FEET, MORE OR LESS),

AND ALSO THAT PART DESCRIBED AS FOLLOWS: CONTINUING FROM THE AFOREMENTIONED POINT "A" S 61°15'11" E, 16.99 FEET; THENCE S 29°25'44" E, 12.25 FEET FOR A POINT OF BEGINNING; THENCE S 29°25'44" E, 21.11 FEET; THENCE N 34°45'20" E, 50.27 FEET; THENCE N 29°09'25" W, 19.01 FEET; THENCE N 61°15'11" W, 1.93 FEET; THENCE S 34°45'20" W, 49.24 FEET, TO THE POINT OF BEGINNING, IN THE CITY OF AURORA, COUNTY OF KANE, STATE OF ILLINOIS (CONTAINING 955.1 SQUARE FEET, MORE OR LESS).



PREPARED ON OCTOBER 29, 2015 BY:

ERIC C. POKORNY
I.P.L.S. NO. 3818

Scale: 1" = 40'

N = North E = East
S = South W = West

(XX.XX') = Record Distance
XX.XX' = Measured Distance

Reserved Parking

MICHEL C. ENBALCO, P.L.S. 8748, EXP. 11/30/2018
ERIC C. POKORNY, P.L.S. 3818, EXP. 11/30/2018

TODD SURVEYING

PROFESSIONAL LAND SURVEYING SERVICE
"CORNERSTONE SURVEYING PC"
1304 SUNSET AVENUE, SUITE E
YORKVILLE, IL 60590
PHONE: 630-898-1309 FAX: 630-898-8844

| | |
|---|-----------------------------|
| Client: City of Aurora Development Services | |
| Book #2172/Sheet | Drawn By: MP/BJ Plot #12342 |
| Reference: City of Aurora Purchase Order 280535 | |
| Field Work Completed: 07/14/2015 | |
| Rev. Date | Rev. Description |
| 11/02/15 | Review Comments |
| 11/03/15 | Review Comments |
| Project Number: | |
| 2015-0947 EASE1 | |

Exhibit “G-1”

Legal Description of the City Parking Spaces

(attached)

THAT PART OF BLOCK "C" OF THE PLAT OF LIBRARY SUBDIVISION OF PART OF LOT 13 ASSESSOR'S MAP OF STOLP'S ISLAND OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 22, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 15 OF PLATS, PAGE 42 AS DOCUMENT 60027 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF SAID BLOCK "C" 18.4 FEET SOUTHWESTERLY FROM THE SOUTHEASTERLY CORNER OF "BLOCK "G" OF SAID LIBRARY SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK "C" 47.6 FEET; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE BOUNDARY LINE OF SAID BLOCK "C" TO THE NORTHWESTERLY CORNER OF BLOCK "D" OF SAID SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF BLOCK "C" 135 FEET MORE OR LESS TO THE CENTER OF THE EAST CHANNEL OF FOX RIVER; THENCE WESTERLY ALONG THE CENTER OF SAID EAST CHANNEL TO A LINE DRAWN PARALLEL WITH AND 102 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF BLOCK "A" OF SAID LIBRARY SUBDIVISION AND SAID NORTHWESTERLY LINE EXTENDED SOUTHWESTERLY; THENCE NORTHEASTERLY PARALLEL WITH AND 102 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF SAID BLOCK "A" AND SAID NORTHWESTERLY LINE EXTENDED TO THE SOUTHWESTERLY LINE OF A STRIP OF LAND CONVEYED TO CITY OF AURORA BY DEED DATED APRIL 17, 1926 AND RECORDED ON MARCH 24, 1927 IN BOOK 810, PAGE 590 AS DOCUMENT 289242; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID STRIP OF LAND AND ALONG SAID LINE EXTENDED TO THE POINT OF BEGINNING, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

P.I.N.: 15-22-351-002

LOTS D, E AND F OF THE PLAT OF LIBRARY SUBDIVISION OF PART OF LOT 13 ASSESSOR'S MAP OF STOLP'S ISLAND, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

P.I.N.: 15-22-351-003

Exhibit “G-2”
Map of the City Parking Spaces
(attached)

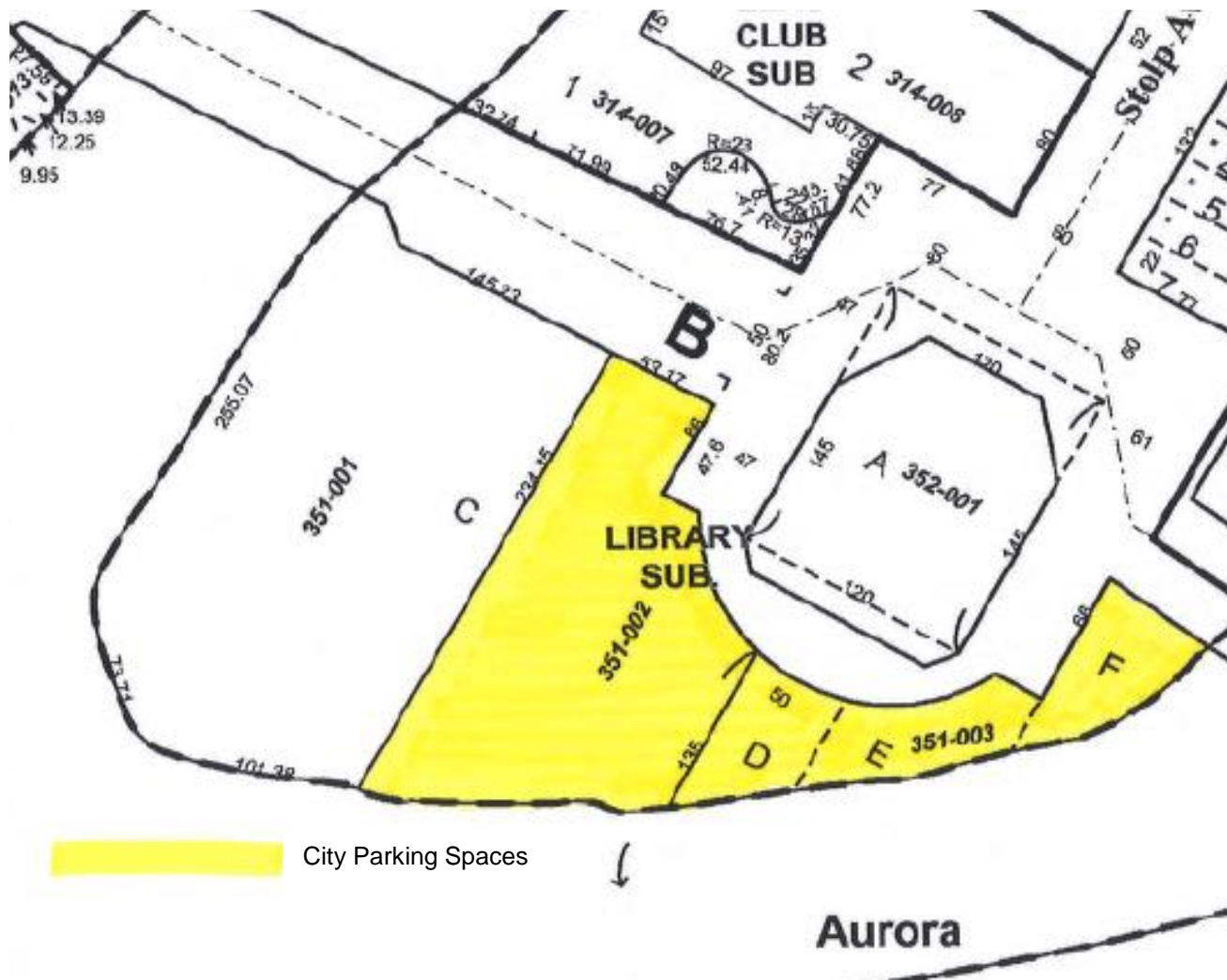


Exhibit “H”
Real Estate Sale Contract Template
(attached)

REAL ESTATE SALE CONTRACT

(the "Contract")

1. _____ (the "Purchaser") agrees to purchase at a price of \$ _____ (the "Purchase Price") on the terms set forth herein, the following described real estate in _____ County, Illinois: a tract of land improved with a building located _____, the legal description of which is attached hereto as Exhibit 1 (the "Property").
2. _____ (the "Seller") agrees to sell the Property, at the Purchase Price and on the terms and the conditions set forth herein, and to convey or cause to be conveyed to Purchaser thereto by a recordable _____ Deed (the "Deed") subject to the "Permitted Exceptions" (as defined in the attached "Conditions and Stipulations"), together with the any and all personal property, including fixtures presently located thereon, which the Seller shall execute and deliver to Purchaser a bill of sale.
3. [Intentionally left blank]
4. Within _____ (__) days after the "Effective Date" (as defined in Section 8. below), Seller, at its cost and expense, shall deliver to Purchaser such survey of the Property (the "Survey"), prepared by a surveyor licensed by the State of Illinois, as Seller has in its possession. In the event that Purchaser requires extended coverage, the cost of revising the Survey to include Table A items shall be at the Purchaser's cost and expense.

Upon approval of the Survey, the legal description in Exhibit 1 shall be automatically revised to be that of the legal description in the Survey and "Title Commitment" (as defined in the attached Conditions and Stipulations). At either party's request, any changes to the legal description shall be confirmed in writing signed by both parties.
5. The time of closing (the "Closing") shall be on _____ (the "Closing Date") or on the date, if any, to which such time is extended by reason of paragraph 1 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of _____, provided title is shown to be good or is accepted by Purchaser.
6. Each party hereto hereby represents and warrants to the other that, in connection with this transaction, no third-party broker or finder has been engaged or consulted by it or, through such party's actions (or claiming through such party), is entitled to compensation as a consequence of this transaction. Each party hereby defends, indemnifies and holds the other harmless against any and all claims of brokers, finders or the like, and against the claims of all third parties claiming any right to a commission or compensation by or through acts of that party or that party's partners, agents or affiliates in connection with this Contract. Each party's indemnity obligations shall include all damages, losses, costs, liabilities and expenses, including reasonable attorney's fees, which may be incurred by the other in connection with all matters against which the other is being indemnified hereunder.
7. This Contract is subject to the Conditions and Stipulations set forth on the following pages, which Conditions and Stipulations are made a part of this Contract.
8. This Contract shall be deemed dated and become effective on the date that the Seller's President and Clerk sign this Contract, which date shall be the date stated next to their signature (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date next to their respective signature.

SELLER:

By: _____
Name: _____
Title: _____

Executed by Seller on _____

PURCHASER:

By: _____
Name: _____
Title: _____

Executed by Purchaser on _____

CONDITIONS AND STIPULATIONS

1. Within _____ (____) days of the Effective Date, Seller, at its cost and expense, shall deliver to Purchaser, a title commitment issued by _____ (the "**Title Company**"), in the amount of _____ (\$_____), with extended coverage over the standard exceptions 1 through 5, if Purchaser's requires extended coverage and at the Purchaser's cost (the "**Title Commitment**"), together with copies of all underlying title documents listed in the Title Commitment (the "**Underlying Title Documents**"), subject only to (i) covenants, conditions, restrictions and easements of record (ii) all applicable laws and ordinances affecting the Property, including but not limited to, zoning, subdivision, public health, environmental and building; (iii) public and private easements, recorded and unrecorded for utilities and drainage and other purposes over, under and upon the Property; (iv) the restrictions and reservations, if any, contained in the Deed; (v) 2015 and 2016 general real estate taxes not yet due and payable and subsequent years; and (vi) acts done or suffered by or judgments against Purchaser (collectively, the "**Permitted Exceptions**"). If the Title Commitment, Underlying Title Documents or the Survey (as hereinafter defined) disclose exceptions to title, which are not acceptable to Purchaser, (the "**Unpermitted Exceptions**"), Purchaser shall have thirty (30) days from the later of the delivery of the Title Commitment, the Underlying Title Documents and the Survey to object to the Unpermitted Exceptions. Purchaser shall provide Seller with a title and survey objection letter (the "**Purchaser's Objection Letter**") listing those matters, which are not acceptable to Purchaser. Seller shall have thirty (30) days from the date of delivery of the Purchaser's Objection Letter ("**Seller's Cure Period**") to have the Unpermitted Exceptions removed from the Title Commitment or to cure such Unpermitted Exceptions or to have the Title Company commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions or to cure any Survey Defects, the time of Closing shall be extended thirty (30) days (the "**Extended Title Closing Date**") after Purchaser's receipt of a proforma title policy (the "**Proforma Title Policy**") reflecting the Title Company's commitment to insure the Unpermitted Exceptions. If Seller fails to have the Unpermitted Exceptions removed or in the alternative, to obtain a Title Commitment insuring the Unpermitted Exceptions or correcting the Survey Defects within the specified time, Purchaser may elect to either (i) terminate this Contract, or (ii) upon notice to Seller within ten (10) days after Purchaser's receipt of Seller's intention not to cure the Unpermitted Exceptions or Survey Defects, to take title as it then is with the right to deduct from the Purchase Price any liens or encumbrances of a definite or ascertainable amount which are listed in the Title Commitment. All Unpermitted Exceptions, which the Title Company commits to insure, shall be included within the definition of Permitted Exceptions. The Proforma Title Policy shall be conclusive evidence of good title as shown therein as to all matters insured by the Title Company, subject only to the Permitted Exceptions. If Purchaser does not so elect, this Contract shall become null and void without further action of the parties. The Seller shall pay the cost for any later date title commitments and Purchaser shall pay for the cost of the Proforma and later date to the Proforma Title Policy and any loan policy for Purchaser's Lender. Seller also shall furnish Purchaser an affidavit of title in customary form covering the date of closing and showing title in Seller subject only to the Permitted Exceptions and any Unpermitted Exceptions or defects in the title disclosed by the Survey, if any, as to which the title insurer commits to extend insurance in the manner specified in this Paragraph.
2. General land taxes shall be prorated as of the closing date on the basis of the prior year's taxes increased five percent (5%), unless the Seller has obtained a exemption for payment of real estate taxes from the Department of Revenue, in which event, the Purchaser shall be responsible for payment of real estate taxes on the day of Closing through to and including December 31, 20____ and subsequent years.
3. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.
4. [Intentionally left blank]
5. This sale shall be closed through an escrow with the Title Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by the Title Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of the Purchase Price and delivery of

the Deed shall be made through the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser.

- 6. Time is of the essence of this Contract.
- 7. Any and all notices, demands, consents and approvals required under this Contract shall be sent and deemed received: A) on the third business day after mailed by certified or registered mail, postage prepaid, return receipt requested, or B) on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery, or C) by facsimile transmission on the day of transmission, with the original notice together with the confirmation of transmission mailed by certified or registered mail, postage prepaid, return receipt requested, if addressed to the parties as follows:

To Seller: _____

ATTENTION: _____
PHONE: _____
FAX: _____
EMAIL: _____

With a copy to: _____

ATTENTION: _____
PHONE: _____
FAX: _____
EMAIL: _____

To Purchaser: _____

ATTENTION: _____
PHONE: _____
FAX: _____
EMAIL: _____

With a copy to: _____

ATTENTION: _____
PHONE: _____

FAX: _____

EMAIL: _____

Either party hereto may change the name(s) and address(es) of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner, as all other notices are required to be delivered hereunder.

8. The parties acknowledge that as the Seller is a governmental entity, this transaction is exempt from any State, County or local real estate transfer tax pursuant to 35ILCS 200/31-45(b). Seller is obligated to furnish completed Real Estate Transfer Declarations signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois.
9. As the Seller is a municipal entity, this Contract is subject to the approval of and is not enforceable until approved at an open meeting by the President and Board of Trustees of the Seller. The Purchaser will be notified, in writing, with such approval within twenty-five (25) days of the Effective Date. If such notice of approval is not so received, this Contract shall be null and void and of no further force and effect.
10. This Contract shall be deemed dated and become effective on the date that the authorized signatories of Seller shall sign the Contract, which date shall be the date provided next to the Seller's signature.
11. This Contract shall be subject to the terms and conditions of the "An Intergovernmental Agreement Between the City of Aurora, the Aurora Public Library, and The Support Companies, LLC Regarding the Sale and Use of the Old Main Library (1 E. Benton Street) and Amending the Prior 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)," dated _____, 201_, and recorded as document number _____ on _____, 201_ with the Kane County Recorder's Office (the "IGA"), and, to the extent of any conflict between the terms of this Contract and said IGA, the terms of the IGA shall be controlling.
12. This Contract and the Exhibit attached hereto, if any, and made a part hereof, or required hereby, embody the entire contract between the parties hereto with respect to the Real Estate and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Contract, of any kind whatsoever, shall be made or claimed by Seller or Purchaser, and no notices of any extension, change, modification or amendment made or claimed by Seller or Purchaser (except with respect to permitted unilateral waivers of conditions precedent by Purchaser) shall have any force or effect whatsoever unless the same shall be endorsed in writing and fully signed by Seller and Purchaser.
13. The following Exhibits, Schedules, Riders or attachments are hereby attached hereto and made a part hereof by reference:

Exhibit 1 - Legal Description of Property

Exhibit "1" to the Real Estate Sale Contract

Legal Description of Property

(attached)