

## AGREEMENT

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Aurora, Illinois, a municipal corporation ("City") and Alfredo Padilla, ("Padilla").

### RECITALS

- A. The City owns vacant parcels of land commonly known as 350 West Illinois Avenue and 352 West Illinois Avenue, Aurora, Illinois ("Properties"). The PIN(s) for the properties are part of 15-15-351-002 and part of 15-15-351-001.
- B. Padilla owns the home directly east of the northerly ½ Properties and desires to acquire the northerly ½ of the properties from the City and consolidate it with his parcel.
- C. The City is willing to transfer the northerly ½ of the Properties to Padilla on the condition that he enter into the Agreement herein after set forth.

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, it is hereby agreed as follows:

- 1. **Agreement to Sell:** The City agrees to sell and Padilla agrees to purchase the northerly ½ the Properties legally described in Exhibit "A" attached hereto for the sum of One Dollar (\$1.00). The Properties are to be conveyed are free and clear of all liens and all applicable taxes have been paid.
- 2. **Parcel Consolidation:** Padilla agrees to consolidate the properties with his current parcel to create a new single parcel. This consolidation will occur at the time of Closing.
- 3. **Deed Restriction:** Padilla agrees to take title to the Properties with the following deed restriction:

The Grantee shall consolidate the subject parcels with 650 Grand Avenue, his current parcel PIN #15-15-351-003, Aurora, Illinois to form a single parcel. If Grantee fails to consolidate said parcels within sixty (60) days of conveyance or if any portion of the subject parcel is divided from the consolidated parcel, at any time in the future, the entire subject parcels shall revert to the Grantor.

- 4. **Closing:** The Closing shall occur at such time and at such place as may be mutually agreed upon by the parties hereto, but in no event later than July 31, 2015.

**5. Miscellaneous:**

- (a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- (b) This Agreement contains the entire understanding between the parties hereto with respect to the transactions contemplated herein and may be altered or amended from time to time only by written instrument executed by all parties hereto.
- (c) All notices provided for hereunder shall be deemed given and received when (1) personally delivered, (2) 48 hours after the same are deposited in the United States mail postage prepaid, registered or certified mail or (3) 24 hours after being deposited with an overnight courier addressed to the applicable party at the address indicated below:

If to the City:                      City of Aurora, Illinois  
   44 East Downer Place  
   Aurora, Illinois 60507  
   Law Department

If to Ruiz:                              Alfredo Padilla  
   650 Grand Avenue  
   Aurora, Illinois 60506

- (d) Each of the parties hereto agree to execute such further documents and to take such further actions as may be reasonably necessary in order to effect the consummation of transactions contemplated hereby.
- (e) This Agreement may be signed in multiple counterparts.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF AURORA, ILLINOIS

By: \_\_\_\_\_  
Mayor Thomas J. Weisner

Attest: \_\_\_\_\_  
City Clerk

PROPERTY OWNER:

By: \_\_\_\_\_  
Alfredo Padilla

# QUIT CLAIM DEED

Statutory (Illinois)

**MAIL TO:** City of Aurora Law Department  
44 East Downer Place  
Aurora, IL 60507

**NAME & ADDRESS OF TAXPAYER &  
MAIL TAX BILLS TO:**  
Alfredo Padilla  
650 Grand Avenue  
Aurora, Illinois 60506

**THE GRANTOR** City of Aurora, Illinois, a municipal corporation created and existing under and by virtue of the laws of the State of Illinois, and duly authorized to transact business in the State of Illinois, for and in consideration of the sum of One and 00/100 Dollars and other good and valuation consideration in hand paid:

**CONVEYS AND QUIT CLAIMS to:** Alfredo Padilla

**GRANTEES ADDRESS:** 650 Grand Avenue, Aurora, Illinois 60506 of the City of Aurora, County of Kane, State of Illinois, all interest in the following described Real Estate situated in the County of Kane, in the State of Illinois, to wit:

**THE WESTERLY 102' FEET IN LOT 1 IN BLOCK 1 OF THORWORTH  
AND FULTON'S ADDITION TO AURORA, IN THE CITY OF AURORA,  
KANE COUNTY, ILLINOIS.**

**PERMANENT INDEX NUMBER(s):** Part of 15-15-351-002  
Part of 15-15-351-001

**PROPERTY ADDRESS:** Part of 350 West Illinois Avenue, Aurora, IL 60506  
Part of 352 West Illinois Avenue, Aurora, IL 60506

**SUBJECT TO:** Terms and Conditions of a certain Agreement between the Grantor and grantee to consolidate parcels with parcel 15-15-351-003, to maintain said parcel and not to convey granted parcel except with entire parcel 15-15-351-003. Subject to reverter to Grantor for violation of said Agreement.

In Witness Whereof, said Grantor has caused its corporate seal to be affixed, and has caused its name to be signed to these presents by its Mayor and attested to by its City Clerk, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**City of Aurora, Illinois, a municipal corporation**

**IMPRESS  
CORPORATE SEAL  
HERE**

**By:** \_\_\_\_\_  
**Mayor**

**Attest:** \_\_\_\_\_  
**City Clerk**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that **Thomas J. Weisner**, personally known to me to be the **Mayor** of the **City of Aurora, Illinois, a municipal corporation**, and \_\_\_\_\_, personally known to me to be the **City Clerk** of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such **Mayor** and **City Clerk**, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the **City Council** of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**IMPRESS SEAL HERE**

\_\_\_\_\_  
**Notary Public**

**My commission expires on:**  
\_\_\_\_\_

**COUNTY - ILLINOIS TRANSFER STAMPS  
EXEMPT UNDER PROVISIONS OF  
PARAGRAPH E SECTION 4,  
REAL ESTATE TRANSFER ACT.  
DATE:** \_\_\_\_\_

\_\_\_\_\_  
**Buyer, Seller or Representative**

**NAME AND ADDRESS OF PREPARER:**

**AFTER RECORDING RETURN TO:**

**City of Aurora Law Department  
44 East Downer Place  
Aurora, Illinois 60507**

**PLAT ACT AFFIDAVIT – METES AND BOUNDS DESCRIPTION**

STATE OF ILLINOIS        )  
  )SS  
COUNTY OF KANE         )

Blanca R. Dominguez, being duly sworn on oath, states that he resides at 44 East Downer Place, Aurora, Illinois 60507.

And further states that: (please check the appropriate box)

A. { } That the attached deed is not in violation of 765 ILCS 205/1(a), in that the sale or exchange is of an entire tract of land not being a part of a larger tract of land; and

B.  That the attached deed is not in violation of 765 ILCS 205/1 (b) for one of the following reasons: (please circle the appropriate number.)

- 1. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access;
- 2. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access;
- 3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
- 4. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;
- 5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- 6. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;
- 7. Conveyances made to correct descriptions in prior conveyances;
- 8. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access;
- 9. The sale is of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land; as determined by the dimensions and configuration of the larger tract of October 1, 1973, and provided that this exemption does not invalidate any local requirements applicable to the subdivision of land.

AFFIANT further states that she makes this affidavit for the purpose of inducing the Recorder of Kane County, Illinois, to accept the attached deed for recording.

\_\_\_\_\_  
Signature of Affiant

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

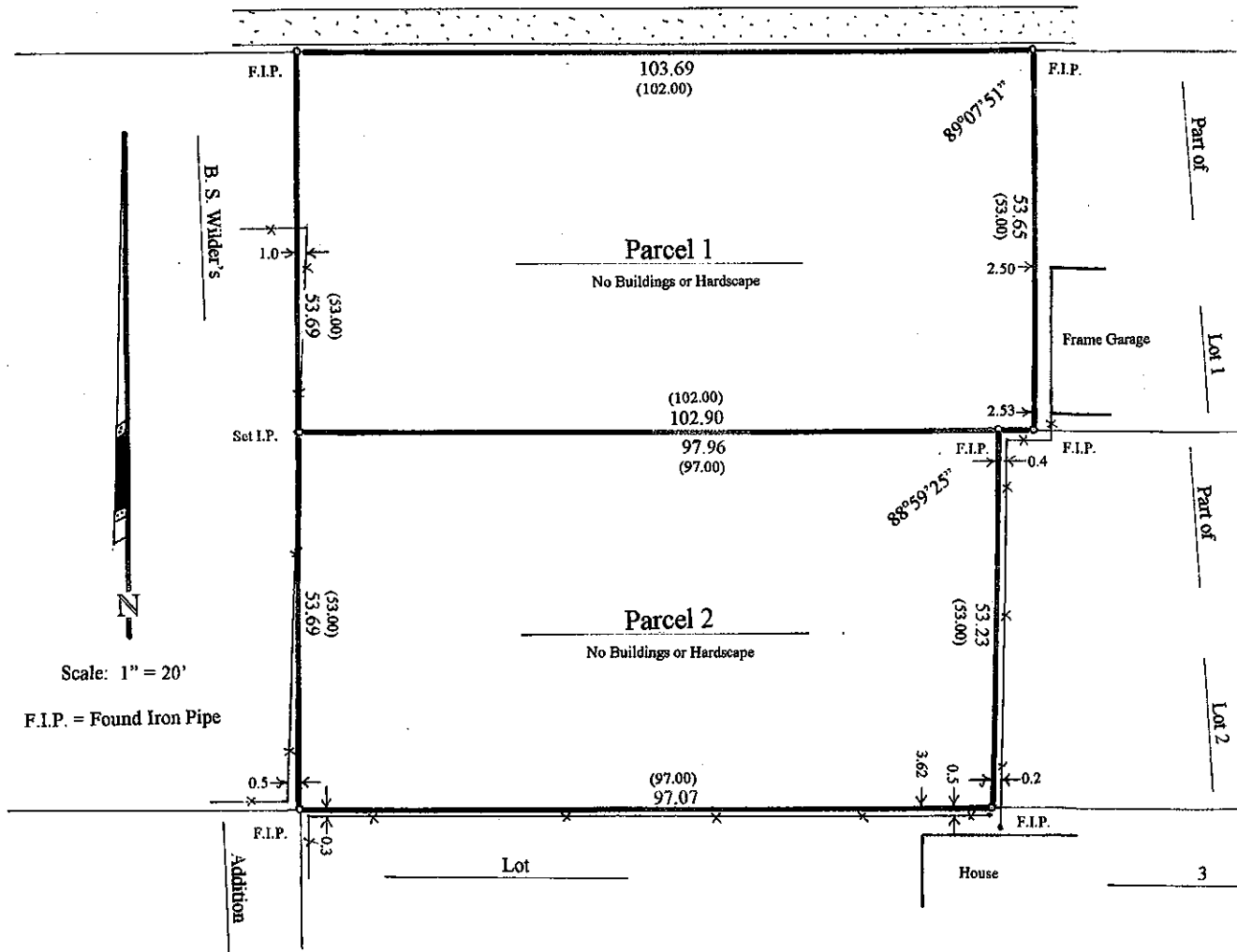
# Plat of Survey

PARCEL 1: THE WESTERLY 102 FEET OF LOT 1 IN BLOCK 1 OF THORWORTH AND FULTON'S ADDITION TO AURORA, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PARCEL 2: THE WESTERLY 97 FEET OF LOT 2 IN BLOCK 1 OF THORWORTH AND FULTON'S ADDITION TO AURORA, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

Illinois

Avenue



Scale: 1" = 20'

F.I.P. = Found Iron Pipe

State of Illinois )  
 County of Kendall ) SS

Record distance  
 bearings are in  
 All distances are  
 decimal part

I, Thomas J. Todd, an Illinois Professional Land Surveyor, do hereby certify that the plat shown hereon, being completed in the field on July 22, 2013, is a correct representation of a survey performed at and under my direction.

This professional service conforms to the current Illinois minimum standards for a boundary survey.

Signed and sealed at Oswego, Illinois on July 23, 2013.

