

## **AGREEMENT**

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Aurora, Illinois, a municipal corporation ("City") and Stacy L. Meeks, ("Meeks").

## **RECITALS**

- A. The City owns two vacant parcels of land commonly known as 1127 Talma Street, a, Illinois ("Property"). The PIN(s) for the property being transferred is 15-34-178-019.
- B. Meeks owns the home directly north of the northerly thirty feet (30') Property and desires to acquire the northerly thirty feet (30') of the property from the City and consolidate it with her parcel.
- C. The City is willing to transfer the northerly thirty feet (30') of the Property to Meeks on the condition that she 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 Meeks agrees to purchase the northerly thirty feet (30') the Property legally described in Exhibit "A" attached hereto for the sum of One Dollar (\$1.00). The Property is to be conveyed are free and clear of all liens and all applicable taxes have been paid.
- 2. **Parcel Consolidation:** Meeks agrees to consolidate the property with her current parcel to create a new single parcel. This consolidation will occur at the time of Closing.
- 3. **Deed Restriction:** Meeks agrees to take title to the Property with the following deed restriction:

The Grantee shall consolidate the subject parcel with 1119 Talma Street, with her current parcel PIN #15-34-178-018, 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 26, 2016.

**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:                              Stacy L. Meeks  
   1119 Talma Street  
   Aurora, Illinois 60505

- (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: \_\_\_\_\_  
Stacy L. Meeks