

## 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 the Marie Wilkinson Food Pantry, Inc. NFP f/k/a Marie Wilkinson Foundation (“Pantry”).

### RECITALS

- A. The City owns the parcel of land commonly known as 844 North Highland Avenue, Aurora, Illinois (“Property”). The PIN(s) for the property is 15-16-401-001 and 15-16-401-002.
- B. Pantry owns the property directly south of the Property and desires to acquire the Property located at 844 North Highland Avenue, Aurora, Illinois from City and consolidate it with their parcel.
- C. The City is willing to transfer the Property to the Pantry on the condition that they 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 the Pantry agrees to purchase the Property legally described as follows:

LOTS 1 AND 2 IN BLOCK 6 IN BAKER-MORTON ADDITION TO AURORA,  
IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

for the sum of One Dollar (\$1.00). The Property to be conveyed is free and clear of all liens and all applicable taxes have been paid.

2. **Parcel Consolidation:** the Pantry agrees to consolidate the property with their current parcel to create a new single parcel. The Pantry further agrees that the Property will only be used for parking purposes in conjunction with the Pantry’s current parcel. This consolidation will occur at the time of Closing.
3. **Deed Restriction:** the Pantry agrees to take title to the Property with the following deed restriction:

The Grantee shall consolidate the subject parcel with 838 North Highland Avenue, their current parcel PIN #15-16-401-003, Aurora, Illinois to form a single parcel. If Grantee fails to consolidate said parcel within sixty (60) days of conveyance or if any portion of the subject parcel is divided from the consolidated parcel, or ceases to be used for parking purposes 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 Fitzpatrick:                  Marie Wilkinson Food Pantry, Inc.  
   NFP f/k/a Marie Wilkinson Foundation  
   c/o Thomas E. St. Jules  
   Dreyer, Foote, Streit, Furgason & Slocum, P.A.  
   1999 West Downer Place  
   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

PROPERTY OWNER:

Marie Wilkinson Food Pantry, Inc.  
NFP f/k/a Marie Wilkinson Foundation

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

By: \_\_\_\_\_  
Its \_\_\_\_\_

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

