

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 Daniel C. Fitzpatrick, Sr. ("Fitzpatrick").

RECITALS

- A. The City owns a vacant parcel of land commonly known as 333 West Park Avenue, Aurora, Illinois ("Property"). The PIN(s) for the property is 15-22-102-032.
- B. Fitzpatrick owns the home directly west of the Property and desires to acquire the westerly 45.42 feet of the Property from the City and consolidate it with his parcel.
- C. The City is willing to transfer the westerly 45.42 feet of the Property to Fitzpatrick 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 Fitzpatrick agrees to purchase the westerly 45.42 feet of the Property legally described as follows:

THE WESTERLY 45.42 FEET OF LOT 31 (EXCEPT THE NORTH 40 FEET THEREOF) IN BLOCK 2 OF J.R. AND J.C. HANNA'S 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:** Fitzpatrick agrees to consolidate the property with his current parcel to create a new single parcel. This consolidation will occur at the time of Closing.
3. **Deed Restriction:** Fitzpatrick agrees to take title to the Property with the following deed restriction:

The Grantee shall consolidate the subject parcel with 337 West Park Avenue, his current parcel PIN #15-22-102-031, 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, 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: Daniel C. Fitzpatrick, Sr.
 337 West Park 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: _____
Daniel C. Fitzpatrick, Sr.

