

IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS

**TRANSFER AND USE AND OCCUPANCY AGREEMENT**

This Transfer and Use and Occupancy Agreement (hereinafter "Agreement") is made and entered into his \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Aurora, an Illinois municipal corporation (hereinafter "City") and Taking Back our Community, Inc., an Illinois Not-for-Profit Corporation (hereinafter "TBOC") (collectively referred to as "Parties").

WHEREAS, TBOC, which, along with its predecessor organization, has for many years operated a community enrichment program which provided, on a charitable basis, multiple educational and recreational programs for children, adolescents and adults throughout the City of Aurora, and provided resources for other community organizations; and

WHEREAS, during the course of its operations, TBOC, acquired a fee-title interest in property located at 1226 Grand Boulevard, Aurora, Illinois 60506, which said property is more specifically described as follows:

**LOTS 15 AND 16 IN BLOCK 2 OF WASHINGTON HEIGHTS ADDITION  
TO AURORA, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.**

**PIN: 15-23-479-018 and 15-23-479-019**

(hereinafter the "Property") and which Property is improved with a permanent program facility and outdoor recreational space; and

WHEREAS, expenses associated with maintaining and managing the Property have diminished TBOC's resources which could be otherwise devoted to the operation of educational and recreational programs beneficial to the community; and

WHEREAS, the City recognizes the value of the contributions that TBOC has made and is making to the health, safety and welfare of the community; and

WHEREAS, the City has the capacity to maintain and manage the facility in order to enhance TBOC's positive influence on the community; and

WHEREAS, TBOC and the City agree that the interests of the City and the interests of TBOC will be served by transferring the fee-title interest in the Property to the City pursuant to the terms of this Agreement in order to enhance TBOC's ability to conduct its educational, recreational and charitable operations and will provide the City with a facility in which supplemental services can be provided at times when the Property is not in use by TBOC;

NOW THEREFORE, the Parties agree as follows:

1. The City agrees to pay all accrued and outstanding expenses associated with TBOC's obligation to pay real estate taxes to the County of Kane and any other expenses that may encumber title to the Property.

2. Upon execution of this Agreement by the authorized representatives of TBOC and the City, TBOC shall execute and deliver to the City a Warranty Deed to the Property.

3. TBOC shall, for the term of this Agreement, continue to have the use and enjoyment of the Property as set forth in Paragraph 4 hereof.

4. The Parties agree that in order to maximize the benefit which the Property can provide to the community, programs and activities conducted on the Property will be scheduled through an administrative office of the City designated by its Mayor, provided that any conflicts with regard to the scheduling of programs shall be resolved by giving priority to TBOC. The representative of the City designated by the Mayor and the managing director of TBOC shall agree upon a system by which commitments to the use of the Property can be made and recorded on an electronic calendar accessible to both TBOC and the City. Should any dispute arise concerning the development or implementation of the scheduling system, the Parties agree to submit said dispute to a mediator designated by the Alderman for Ward 7 of the City of Aurora and, in mediation, work in good faith to resolve said dispute.

5. The City agrees to keep all structures and grounds on the Property in good order and repair.

6. TBOC agrees to make no alterations to the Property without the consent of the City, which consent will not be reasonably withheld.

7. The City and TBOC agree that no activities will be conducted on the Property which will conflict with or detract from the mission of TBOC, or have a deleterious effect on the greater community of the City.

8. The conveyance of the Property to the City shall be permanent and without recourse of any kind.

9. The use and occupancy provisions of this Agreement shall have a term of five (5) years from the date of this Agreement and shall be renewed automatically for successive period of three (3) years each provided that either party may terminate the automatic renewal provision of this paragraph by giving notice to the other ninety (90) days prior to the expiration of the then current term. Failure to give timely notice shall bind the parties to the next succeeding term.

10. This Agreement shall be governed by the laws of the State of Illinois.

11. This Agreement represents a complete and full understanding of the terms and conditions to which the Parties intend to be bound and may be modified only pursuant to written amendments signed by each party.

IN WITNESS WHEREOF, the authorized representatives of the City of Aurora and Taking Back Our Community, Inc., have set forth their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City of Aurora

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

Its: Mayor\_\_\_\_\_

\_\_\_\_\_  
Taking Back Our Community, Inc.

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

Its: President and CEO\_\_\_\_\_