

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
KANE COUNTY, ILLINOIS

**CITY OF AURORA, an Illinois
municipal corporation,**

Plaintiff,

v.

**RAGHUVVEER P. AND ANITA P.
NAYAK, Series 21 LLC, a Delaware
series limited liability company and
KANE COUNTY BOARD,**

Defendants.

No. 2014 MR 1213

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the “**Agreement**”) is made and entered into as of the ___ day of August, 2018 (the “Effective Date of this Agreement”), by and between the **CITY OF AURORA**, an Illinois municipal corporation (the “**City**”) and **RAGHUVVEER P. NAYAK, ANITA P. NAYAK** (the “**Nayak Individuals**”), **RAGHEVEER P. and ANITA R. NAYAK Series 21 LLC**, a Delaware series limited liability company, **RAGHUVVEER P. AND ANITA P. NAYAK, LLC**, a Delaware limited liability company, **Nayak Family LLC**, a Delaware limited liability company, and **Nayak Property Management, LLC**, a Delaware limited liability company (the Nayak entities hereinafter collectively referred to as the “**Nayak LLCs**”, , together the Nayak Individuals and the Nayak LLCs are collectively referred to as “**Nayak**”). The “**City**” and “**Nayak**” are sometimes herein referred to individually as a “**Party**” or collectively as the “**Parties**,” as follows:

RECITALS:

A. Raghuveer P. and Anita R. Nayak LLC Series 21, a Delaware series limited liability company, is the owner of real property commonly known as The Old Copley Hospital

Exhibit A to Legistar 18-0741

located at real property commonly known as 502 S. Lincoln, Aurora, Kane County, Illinois (“Subject Property”), the legal description of which is attached hereto, at Exhibit A;

B. The Subject Property contains a vacant hospital complex, formerly known as Copley Memorial Hospital;

C. On February 23, 2015, the City, as Plaintiff, filed an Amended Complaint for “Demolition and/or Repair, Injunctive Relief and Other Relief” against Raghuveer P. and Anita P. Nayak, LLC and the Kane County Board, as Defendants in Case No. 14 MR 1213 (hereinafter the “Lawsuit”);

D. In the Lawsuit, the City prays for an order requiring the Defendants to either demolish or repair the Subject Property, and also requests daily fines to be assessed against the Defendants for alleged violations as therein stated;

E. In addition, on or about July 27, 2017, the City served Raghuveer P. Nayak, Anita R. Nayak, Raghuveer P. and Anita R. Nayak, LLC, Raghuveer P. and Anita R. Nayak, LLC Series 21, Nayak Family, LLC, Nayak Property Management, LLC, Heartland Bank and Trust Company (as successor to Western Springs National Bank and Trust Company), Trustee u/t/a Trust 4063, and Heartland Bank and Trust Company (as successor to Western Springs National Bank and Trust Company) Trustee u/t/a Trust 4063 (collectively, “**Recipients of the Notice of Intent to Sue**”) with a “Notice of Intent to Sue” under the Resource Conservation and Recovery Act, 42 USC Section 6972 (“RCRA”) and the Comprehensive Environmental, Response, Compensation, and Liability Act of 1980 (“CERCLA”), as amended, 42 U.S.C. §9601, *et seq.* (“**Notice of Intent to Sue**”), the terms of which are incorporated herein by reference;

F. Fox Valley Developers, LLC, an Illinois limited liability company and South Lincoln Avenue Development Group, LLC an Illinois limited liability company (collectively, the

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“Tenant/Developer”) have approached the City and the owner of the Subject Property with a proposed plan to develop the Subject Property, and to address the alleged deficiencies described in the Lawsuit and the Notice of Intent To Sue;

G. The City and the Tenant/Developer are currently negotiating proposed terms and conditions associated with a Development Agreement concerning the Subject Property consistent with the development plan, and the City is contemplating entering into a Development Agreement with the Tenant/Developer;

H. The City, Nayak and the Recipients of the Notice of Intent to Sue are interested in settling all of the matters related to the allegations raised in the Lawsuit and the Notice of Intent to Sue, and each generally supports re-development of the Subject Property with the Tenant/Developer.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and covenants herein made, the receipt and adequacy of which is acknowledged, the City and Raghuvver P. and Anita R. Nayak Series 21 LLC agree as follows:

1. **RECITALS.** The introductory statements contained in the above recitals are incorporated herein and agreed to by the undersigned as material terms and conditions of this Agreement.

2. **CONDITIONS PRECEDENT TO SETTLEMENT** The City and Nayak are interested in settling the claims identified in the Lawsuit and Notice of Intent to Sue, provided that:

A. **LEASE AGREEMENT.** Contemporaneously with the execution of this Agreement, Raghuvver P, and Anita R. Nayak, LLC Series 21, as Owner of the Subject Property,

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shall enter into an enforceable Lease with the Tenant/Developer (hereinafter, "Lease Agreement"), and provide the City's Corporation Counsel, or his designee or designees (collectively "the City's Attorney") with an executed copy thereof, which Lease Agreement shall, *inter alia* provide that the Tenant/Developer shall remediate the Subject Property such that all Hazardous Materials, as defined below, are removed from the Subject Property in the manner authorized by applicable Environmental Laws.

For purposes of this Agreement and the Lease Agreement, the term "Hazardous Materials" shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under Environmental Laws, as defined below, or the release of which is will create statutory environmental cleanup liability under the Environmental Laws. The term "Hazardous Materials" include: "hazardous substances" as defined in CERCLA; "extremely hazardous substances" as defined in EPCRA; "hazardous waste" as defined in RCRA; "hazardous materials" as defined in HMTA; "chemical substance or mixture" as defined in TSCA; crude oil, petroleum and petroleum products or any fraction thereof (including "petroleum" as that term is defined in 42 U.S.C. §6991(8)); radioactive materials including source, by-product or special nuclear materials; asbestos and asbestos-containing building materials (ACBM") and regulated lead based paint ("PbPaint")..

For purposes of this Agreement "Environmental Laws" shall mean any federal, state, county or local law, statute, ordinance, order, decree, rule or regulation (including but not limited to judicial orders, administrative orders, consent contracts and permit conditions) relating to releases, discharges, emissions or disposals to air, water, land or groundwater, to the withdrawal or use of groundwater, to the use, handling, storage or disposal of polychlorinated biphenyls,

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asbestos or urea formaldehyde, to the treatment, storage, disposal or management of Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.* ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.* ("RCRA"), the Toxic Substances Control Act, 15 U.S.C. §2601, *et seq.* ("TSCA"), the Occupational, Safety and Health Act, 29 U.S.C. §651, *et seq.*, the Clean Air Act, 42 U.S.C. §7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §1251, *et seq.*, the Safe Drinking Water Act, 42 U.S.C. 300f, *et seq.*, and §3001, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.* ("HMTA"), the Clean Water Act, 33 U.S.C. §1251, *et seq.*, the Uranium Mill Tailing Radiation Control Act, 42 U.S.C. §655, *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, 42 U.S.C. §136, *et seq.*, the National Environmental Policy Act, 42 U.S.C. §4321, *et seq.*, the Noise Control Act, 42 U.S.C. §4901, *et seq.*, the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4821, *et seq.*, the Department of Housing and Urban Development Act, 42 U.S.C. 3531, *et seq.*, the Emergency Planning and Community Right to Know Act, 42 U.S.C. §11001, *et seq.* ("EPCRA"), and the Illinois Environmental Protection Act, and other comparable federal, state, county or local laws and all rules, regulations and guidance documents promulgated pursuant thereto or published thereunder, as any or all of the foregoing may from time to time be amended, supplemented or modified with the force of law.

B. **DONATION AGREEMENT.** Contemporaneously with the execution of this Agreement, Raghuveer P. and Anita R. Nayak Series 21 LLC shall enter into and provide a duly executed copy to the City's Attorney of a donation agreement (hereinafter the "Donation Agreement"), with Seize the Future Development Foundation, Inc., an Illinois not-for-profit corporation d/b/a Invest Aurora (hereinafter "Foundation") subject to the express written and

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prior approval of the City's Attorney and the Foundation's attorney, under which the Subject Property shall be donated to Seize the Future Development Foundation, Inc. and providing, *inter alia*, that Hazardous Materials at the Subject Property shall be remedied by the Tenant/Developer according to the standards described in the Lease Agreement.

C. COMPLIANCE DOCUMENTATION. Upon completion of the asbestos abatement and lead based paint removal activities described in the Lease Agreement, the Tenant/Developer shall provide documentation from a qualified environmental expert to the Landlord, the City and to the Foundation certifying to the Landlord, the City and to the Foundation that the Tenant/Developer has, at its sole cost and expense, removed of all Hazardous Materials from the Subject Property in a manner authorized by, and consistent with, the requirements described in the Lease Agreement and all applicable Environmental Laws as described in the Lease Agreement.

D. OPPORTUNITY TO INSPECT. Upon completion of the asbestos abatement and lead-based paint removal activities described in the Lease Agreement, the Tenant/Developer shall notify the Landlord, the City and the Foundation, in writing, that the removal and abatement activities have been completed accordingly. The City and the Foundation shall have the opportunity, but not the obligation, to review the documentation and to inspect the Subject Property for thirty (30) days after receipt of the written notice from the Tenant/Developer referred to in this paragraph. Landlord shall permit the City and the Foundation to inspect the Subject Property to verify independently that the Subject Property is free of all Hazardous Materials as described herein. The City agrees that verification shall be at the sole cost and expense of the Tenant/Developer.

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E. VERIFICATION. Within thirty (30) days following receipt of the written notice from the Tenant/Developer as described in the preceding paragraph, the City shall notify the Tenant/Developer and the Landlord that the City is either satisfied or not with the removal and abatement activities described in the Lease Agreement and this Agreement. If the City is satisfied that the Hazardous Materials have been removed from the Subject Property consistent with the requirements of this Agreement, then Raghuveer P. and Anita R. Nayak Series 21 LLC and Seize The Future Development Foundation, Inc. shall proceed to close the donation of the Subject Property as described in the Donation Agreement.

If the City provides written notice to the Tenant/Developer and Landlord indicating that the City is not satisfied with the abatement and removal activities described herein and in the Lease Agreement, then the City shall identify the specific failures that form the basis of its rejection, and consistent with, and without prejudice to the City's claims against the Tenant/Developer in the Development Agreement by and between the City and the Tenant/Developer, and without any prejudice to the Landlord's claims against the Tenant/Developer in the Lease Agreement, the Tenant/Developer shall take action to resolve the concerns to the reasonable satisfaction of the City within thirty (30) days after receiving the written notice from the City rejecting the conditions described herein.

If the Tenant/Developer and the City cannot resolve the City's conditions concerning abatement and removal within thirty (30) days following the receipt of the City's written notice of rejection, then any of the parties to the Lawsuit may submit the dispute to the Court for resolution, provided that the application seeking court resolution is filed with the Clerk of Court no later than thirty (30) days following receipt of the City's rejection of the Tenant/Developer's

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activities, and the City may, but is not obligated to, file an action seeking to enforce this Settlement Agreement as herein provided.

F. Raghuvver P. and Anita R. Nayak Series 21 LLC shall, at the time the Foundation accepts title to the Subject Property, reimburse the City for the attorneys' fees, appraisal fees and costs (as well as all fines assessed by the City against the Subject Property through the date of this Agreement), incurred by the City and related to the Lawsuit, this Settlement Agreement and the preparation of the Notice of Intent to Sue in the aggregate amount of \$200,000 for fines and legal fees and costs.

3. **STIPULATION OF DISMISSAL AND LIMITED COVENANT NOT TO SUE.** This Agreement shall not be filed in the Lawsuit (except in an action to enforce this Agreement as provided herein), but upon execution of this Agreement by all of the undersigned, the parties to the Lawsuit shall sign a Stipulation of Dismissal in the form described at Exhibit B, and file the same with the Kane County Circuit Clerk in Case No. 14 MR 1213, and seek to dismiss the Lawsuit with prejudice. The Circuit Court of Kane County may retain jurisdiction of the parties to enforce this Agreement at the request of any party to the Lawsuit. In addition, upon the execution of this Agreement by all of the undersigned, the City covenants not to sue Nayak or the Recipients of the Notice of Intent to Sue for claims alleged or available in 14 MR 1213, but the City reserves the right to file the action described in the Notice of Intent To Sue if Raghuvver P. and Anita R. Nayak Series 21, LLC unreasonably fails to perform its obligations described herein through the date the donation of the Subject Property is accepted by the Foundation, provided that , at such acceptance date, the City agrees that the City shall be barred from bringing any such action, and provided further that all of the foregoing is without prejudice to the City's right to enforce this Agreement with the Court as hereinafter provided.

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4. **COMPROMISE AND SETTLEMENT.** This Agreement constitutes a compromise and settlement of denied and disputed claims as well as outstanding fines, fees, costs, and assessments, and this Agreement is made to avoid further costs, expense and uncertainty of the Litigation and the threatened litigation. Nothing contained herein, nor any actions taken by the Parties in connection herewith, shall constitute, be construed or deemed to be deemed an admission of any fact or conclusion alleged in the Lawsuit or the Notice of Intent to Sue by the City, Nayak, or the Recipients of the Notice of Intent to Sue.

5. **SETTLEMENT OF ALL CLAIMS.** The Parties intend this Agreement to be a complete and total resolution and settlement of any and all claims described or available in the Lawsuit and in the Notice of Intent to Sue, whether asserted or not asserted therein, known or unknown, arising out of, or related in any way, to the facts and law described in the Lawsuit and the Notice of Intent to Sue, or of any facts, circumstances or conditions, known or unknown, concerning the Subject Property up to the Effective Date of this Agreement.

6. **DISMISSAL OF LAWSUIT.** Upon execution of this Agreement by the undersigned, the City: (i) shall dismiss the Lawsuit, with prejudice, according to the Stipulation of Dismissal, reserving the City's right to enforce this Agreement, and (ii) covenants not to sue Nayak or the Recipients of the Notice of Intent to Sue for any fact or alleged violation described therein.

7. **EXTENSIONS OF TIME FOR COMPLIANCE.** The City's Attorney may, upon good cause shown, and within the City Attorney's sole discretion, extend date(s) by which the any person or entity described herein (i.e., the Landlord, Tenant/Developer and Nayak, or any one of them), is or are to satisfy the conditions described herein.

8. **PRIOR APPROVAL OF CONTINGENCY AGREEMENTS.**

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A. The Lease Agreement and the Donation Agreement (hereinafter collectively referred to as the “Contingency Agreements”) are subject to the express prior written approval of the City’s Attorney and the Foundation’s Attorney, as provided below.

B. Raghuvver P. and Anita R. Nayak Series 21 LLC shall provide the City and the Foundation with a draft of the Contingency Agreements for approval, which approval will not be unreasonably withheld so long as each is consistent with the obligations herein stated.

C. Within fourteen (14) days of receipt of the draft Contingency Agreements, the City’s Attorney and the Foundation’s Attorney shall deliver comments and suggested revisions to Raghuvver P. and Anita R. Nayak Series 21 LLC, if any. If comments are received, then Raghuvver P. and Anita R. Nayak LLC Series 21 LLC and the City shall cooperate and work diligently to obtain the City’s Attorney’s and the Foundation’s written approval of the draft Contingency Agreements so that the Contingency Agreements can be approved and executed by the parties thereto.

D. The City’s Attorney may, upon good cause shown, and within the City Attorney’s sole discretion, extend the date by which Raghuvver P. and Anita R Nayak, LLC Series 21 LLC is to satisfy the conditions of this Agreement, in which case the time period for City’s Attorney approval of the Contingency Agreements shall be extended on a day for day basis.

9. FAILURE TO SATISFY CONDITIONS PRECEDENT.

If, after this Agreement is signed and the Stipulation of Dismissal is entered as described above, any of the entities fail to perform the obligations described in the Contingency Documents, the City shall have the right, but not the obligation, to seek to enforce this Agreement as stated above.

10. RELEASE AND WAIVER.

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A. In the event that the donation is completed as described herein, and only upon the acceptance of the conveyance of title to the Subject Property by the Foundation, Raghuveer P. and Anita R. Nayak, LLC Series 21 LLC, the Nayak LLCs, Raghuveer P. Nayak and Anita P. Nayak release, waive, and forever discharge the City, and all current or former agents, employees, officials, elected or appointed, predecessors, heirs, successors and assigns thereof, of and from any and all claims, counterclaims, demands, damages, expenses, obligations and cleanup liabilities based upon the alleged contamination at the Subject Property, regardless of whether such matters are known or unknown at this time.

B. In the event that the donation is completed as described herein, and only upon the acceptance of the conveyance of title to the Subject Property by the Foundation, the City releases, waives, and forever discharges, Raghuveer P. and Anita R. Nayak, LLC Series 21 LLC, the Nayak LLCs, Raghuveer P. Nayak and Anita P. Nayak, individually, the Recipients of the Notice of Intent to Sue, and all predecessors, heirs, successors and assigns thereof, of and from any and all claims, demands, damages, expenses, obligations, and liabilities of any nature or kind whatsoever, including claims for attorneys' fees and fines, based on or arising out of any act or omission regarding the Subject Property, the Lawsuit and the Notice of Intent to Sue occurring on or before the date that the conveyance of title to the Subject Property is accepted by the Foundation, regardless of whether such matters are known or unknown at this time.

11. **JURISDICTION AND ENFORCEMENT.** The Court in the above captioned matter may retain jurisdiction of this Agreement to enforce its terms and conditions.

12. **INDEMNIFICATION.** The parties hereto acknowledge and agree that, as an accommodation to the Tenant/Developer, Raghuveer P. and Anita R. Nayak, LLC Series 21 LLC, the Nayak LLCs, the Nayak Individuals and the Recipients of the Notice of Intent to Sue

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will not be performing any of the abatement or removal activities related to Hazardous Materials, ACBM abatement or PbPaint removal, and that Tenant/Developer will be performing those activities as part of, and incident to, the development of the Subject Property pursuant to a development plan agreed to by the City and the Tenant/Developer. Nayak shall require that the Tenant/Developer to lawfully and properly remove perform the removal and abatement activities described in the Lease Agreement and satisfy the City and the Foundation as to the environmental conditions at the Subject Property.

Accordingly, in the event that title to the Subject Property is conveyed to, and accepted by the Foundation, the City will not look to Nayak to defend, indemnify or hold the City and its elected and appointed officials, officers, employees, insurers, attorneys and agents, now and forever, harmless and indemnified for conditions discovered at the Subject Property and for actions or omissions of Tenant/Developer at the Subject Property from and after the donation of the Subject property to the Foundation. Notwithstanding the foregoing, and by way of description, only, Raghuveer P. and Anita R. Nayak, Series 21 LLC shall pay and reimburse the City as described above in Paragraph 1F

13. **BREACH OF AGREEMENT.** In the event of any breach of this Agreement, the prevailing party shall be entitled to recover its full costs and fees, including but not limited to reasonable attorneys' fees, related to any action to enforce the terms set forth herein.

14. **TIME.** Time is of the essence under this Agreement and all time limits set forth herein are mandatory, and cannot be waived except as expressly provided herein or by a lawfully authorized and executed written waiver by the Party excusing such timely performance and approved by the City attorney as described above.

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15. **NOTICES.** Notices and demands required or permitted to be given hereunder, including notice that the City is seeking to enforce this Agreement (if at all), shall be provided either by (i) certified mail, return receipt requested, (ii) personal or delivery or (iii) delivery by reputable overnight courier (such as Federal Express), so long as the notice is properly addressed as follows:

To Nayak:

Raghuveer P. and Anita R. Nayak Series 21 LLC, a Delaware series limited liability company
124 Covington Court
Oak Brook, Illinois 60523
Attention: Ms. Anita R. Nayak, Manager

with a copy to:

Mr. William J. Anaya
Greensfelder, Hemker & Gale P.C.
200 West Madison Street, Suite 3300
Chicago, Illinois 60606

To CITY OF AURORA

Richard J. Veenstra
Corporation Counsel
City of Aurora, Illinois
44 East Downer Place
Aurora, Illinois 60505

with a copy to:

James D. Healy
Goldstine, Skrodzki, Russian, Nemecek and Hoff, Ltd.
835 McClintock Drive, Second Floor
Burr Ridge, Illinois 60527-0860

or at such other address that either party may designate by written notice to the other party. Notices and demands shall be deemed to have been given when delivered if personally delivered, or the following business day after deposit with a reputable overnight courier for next business day delivery.

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16. **PREPARATION OF AGREEMENT.** The Parties hereto represent and agree that this Agreement has been prepared by each of them, with each having equal input with respect to the terms hereof, and that this Agreement shall not be construed against any Party by reason of them having been responsible for its preparation of this Agreement.

17. **NO WAIVER OR RELINQUISHMENT OF RIGHT TO ENFORCE.** Failure of any Party to this Agreement to insist upon the strict and prompt performance of the terms covenants, agreements and conditions herein contained, or any of them, upon the other Party imposed, shall not constitute or be construed as a waiver or relinquishment of the Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

18. **HEADINGS.** All Section headings or other headings in this Agreement are for the general aid of the reader and shall not limit the plain meaning or application of any of the provisions thereunder whether covered by or relevant to such heading or not.

19. **AMENDMENT; CONFLICT WITH OTHER AGREEMENTS.** This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the City and Raghuvver P. and Anita R. Nayak LLC Series 21 LLC relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, oral or written, express or implied, between them, other than as herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties hereto unless authorized in accordance with law and reduced to writing and signed by them. To the extent of any conflict between the terms of this Agreement and the terms of any other agreement related to the subject matter hereof, the terms of this Agreement shall prevail.

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20. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which, taken together, shall constitute one and the same instrument.

21. **SEVERABILITY.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised and the invalidity thereof shall not affect any of the other provisions contained herein.

22. **AUTHORIZATION TO EXECUTE.** The Mayor and City Clerk of the City hereby warrant that they have been lawfully authorized by the corporate authorities of the City to execute this Agreement. Raughveer P. Nayak hereby warrants that he has been lawfully authorized to execute this Agreement on behalf of Raghuveer P. and Anita R. Nayak Series 21 LLC.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement as of the date of the last signatory below, which date shall be inserted on page 1 of this Agreement as its Effective Date.

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Signature Page Follows

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**RAGHUVVEER P. and
ANITA R. NAYAK LLC,
Series 21, a Delaware
series limited liability company**

**CITY OF AURORA, AN ILLINOIS
MUNICIPAL CORPORATION**

By: _____
its manager

By: _____

Attest:

City Clerk

Approved as to Form and Content

Richard Veenstra, Corporation Counsel,
City of Aurora

DRAFT

Exhibit A to Legistar 18-0741

**Exhibit A
Legal Description**

Parcel 1:

Lots 1, 2, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, and that part of the vacated alley lying westerly of the easterly line extended northerly of said lot 32, all in Block 5 of Clark Seminary Addition to Aurora (excepting therefrom the easterly 44.0 feet of said Lot 32, and also excepting therefrom the southerly half of the vacated alley lying northerly of and adjoining the easterly 44.0 feet of said lot 32) and the northeasterly and northerly 7.0 feet of that part of Seminary Avenue in the City of Aurora (measured at right angles to the northeasterly and northerly line, respectively, of said Seminary Avenue) lying southerly of and adjacent to the following described line: Beginning at the southwesterly Corner of said Block 5; thence southeasterly along the southwesterly line of said Block 5, 262.46 feet to an angle in said southwesterly line; thence easterly along the southerly line of said Block 5, 400.00 feet for the terminus of said line, all in the City of Aurora, Kane County, Illinois.

Parcel 2:

Lots 1, 2 and 4 in Block 6 of Clark Seminary Addition to Aurora, and that part of Lot 3 and the vacated alley in said Block 6 described as follows: Beginning at the Southwesterly Corner of said Lot 3; thence southeasterly along the southwesterly line of said Lot 3, 25.50 feet; thence northeasterly along a line forming an angle of 89 degrees, 15 minutes, and 00 seconds with the last described course (measured clockwise therefrom) 56.43 feet to the northerly line of said Lot 3; thence westerly along said northerly line, 11.18 feet to a point that is 16.68 feet easterly of the northwesterly Corner of said Lot 3; thence northeasterly parallel with the northwesterly line of said Lot 3, 22.24 feet to the southerly line of said Lot 4; thence westerly along said southerly line, 38.92 feet to the most southeasterly corner of said lot 2; thence southeasterly along the southwesterly line of said Block 6, 20.0 feet to the Point of Beginning, in the City of Aurora, Kane County, Illinois.

Commonly known as The Old Copley Hospital, 502 South Lincoln Avenue, Aurora, Kane County, Illinois

PINs:

15-27-156-002 (part parcel 1)

15-27-156-003 (part parcel 1)

15-27-156-004 (part parcel 1)

15-27-156-005 (part parcel 1)

15-27-156-006 (part parcel 1)

15-27-156-007 (part parcel 1)

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- 15-27-156-008 (part parcel 1)
- 15-27-156-009 (part parcel 1)
- 15-27-156-010 (part parcel 1)
- 15-27-156-011 (part parcel 1)
- 15-27-156-012 (part parcel 1)
- 15-27-156-013 (part parcel 1)
- 15-27-156-014 (part parcel 1)
- 15-27-156-015 (part parcel 1)
- 15-27-156-016 (part parcel 1)
- 15-27-156-031 (part parcel 1)
- 15-27-156-032 (part parcel 1)
- 15-27-156-033 (part parcel 1)
- 15-27-156-034 (part parcel 1)
- 15-27-156-035 (part parcel 1)
- 15-27-156-036 (part parcel 1)
- 15-27-156-037 (part parcel 1)
- 15-27-156-038 (part parcel 1)
- 15-27-156-043 (part parcel 1)
- 15-27-156-044 (part parcel 1)
- 15-27-156-045 (part parcel 1)
- 15-27-156-046 (part parcel 1)
- 15-27-156-047 (part parcel 1)
- 15-27-156-048 (part parcel 1)
- 15-27-156-049 (part parcel 1)
- 15-27-156-050 (part parcel 1)

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15-27-156-051 (part parcel 1)

15-27-156-052 (part parcel 1)

15-27-155-036 (part Parcel 2)

15-27-155-041 (part Parcel 2)

DRAFT

**Exhibit B
Stipulation of Dismissal**

**IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
KANE COUNTY, ILLINOIS**

**CITY OF AURORA, an Illinois
municipal corporation,**

Plaintiff,

v.

**RAGHUVVEER P. AND ANITA R.
NAYAK, LLC, Series 21, a Delaware
series limited liability company and
KANE COUNTY BOARD,**

Defendants.

No. 2014 MR 1213

STIPULATION OF DISMISSAL

The City and Raghuveer P. and Anita R. Nayak Series 21 LLC, stipulate that the above captioned matter has been settled according to a written settlement agreement and this cause shall be dismissed with prejudice, with the court retaining jurisdiction of the parties for the purpose of enforcing the settlement agreement if need be.

**RAGHUVVEER P. and ANITA R. NAYAK CITY OF AURORA, AN ILLINOIS
LLC, Series 21, a Delaware series limited MUNICIPAL CORPORATION
liability company**

By: _____
its manager

By: _____
Its attorney

Exhibit A to Legistar 18-0741

Exhibit C

Order dated October 5, 2016

DRAFT