

EXHIBIT A

SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This SETTLEMENT AND MUTUAL RELEASE AGREEMENT (this "Agreement") is entered into on June 21, 2016 (the "Effective Date") by and among Hobbs Property, LLC, a Illinois limited liability company ("Hobbs") and the City of Aurora, a municipal corporation (the "City") Each of the City and Hobbs are sometimes herein referred to individually as a "Party" and collectively as "Parties."

RECITALS

- A. Hobbs owns an improved property with a common address of 2-4 North River Street in the City of Aurora (the "Property"); and
- B. The City has from time to time alleged the existence various dangerous condition issues with the building, including but not limited to the dome, and has required Hobbs to make certain repairs to Property; and
- C. Hobbs has not made all of the repairs required by the City and the City has initiated certain administrative and other proceedings to compel Hobbs to do so, including charging fines and penalties against Hobbs; and
- D. The Parties now mutually desire to acknowledge and agree to resolve all matters regarding the Property and further desire that the Parties mutually release each other from claims arising out of the Property under the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency and adequacy of which are mutually acknowledged, it is agreed as follows:

1. **Recitals.** The Recitals set forth above are hereby incorporated in and made a part of this Agreement.
2. **Conveyance of Property to City.** The Parties have agree that Hobbs will convey its entire right, title and interest in and to the Property to the City. Upon execution of this Agreement, Hobbs shall deliver to the City a recordable Special Warranty Deed and releases of the two mortgage liens against the Property. In consideration thereof, the City agrees to waive, release and forgive any and all existing fines, claims, obligations, liabilities and actions by the City against Hobbs relating to the Property.
3. **Acknowledgement and Release.** The City hereby acknowledges that the Property is being conveyed to it from Hobbs in "As-is, Where Is" condition and repair. THE CITY EXPRESSLY ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO EXAMINE THE PROPERTY, IS AWARE OF CERTAIN DEFECTS AND POSSIBLY DANGEROUS CONDITIONS AND AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, IS ACCEPTING TITLE, AND HOBBS IS CONVEYING, THE PROPERTY "AS IS" WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE. THE CITY EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENT OF HOBBS HEREIN, NEITHER HOBBS NOR ANYONE ACTING ON ITS BEHALF IS MAKING AND HAS MADE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY,

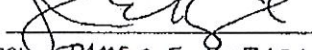
MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OCCUPANCY OR PURPOSE, WITH RESPECT TO THE PROPERTY AND THE CITY IS RELYING UPON ITS OWN EXAMINATION OF THE PROPERTY.

4. **Mutual Release of Liability.** The Parties (the "Releasing Parties"), voluntarily and without qualification, hereby waive, release, covenant not to sue, acquit and forever discharge each other, and their respective, affiliates, members, managers, officers, directors, employees, assigns, predecessors, successors, agents, suppliers and subcontractors (collectively, the "Releasee Parties") from all claims, demands, actions, liabilities, causes of action and any other claims for relief, compensation or remuneration whatsoever, in law or equity, known or unknown, which it previously had, now has, or, in the future, may have against the Releasee Parties relating in any manner to the Property (collectively, the "Released Claims"). The foregoing release constitutes a complete general release of each and every claim of every kind and nature that the Releasing Parties ever had, now has or may have in the future against the Releasee Parties with respect to the matters described herein.
5. **Entire Agreement.** This Agreement incorporates all of the terms and provisions of the Parties' agreement with respect to the subject matters contained herein and supersedes all other agreements, whether written or oral, or understandings between the parties with respect thereto. The Agreement may not be changed or modified in any way except by written document signed by both of the Parties.
6. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the Parties and their respective, subsidiaries, divisions, affiliates, officers, directors, employees, assigns, predecessors, heirs, beneficiaries and agents.
7. **Waiver.** No amendment or waiver of any provision of the Agreement will be effective unless it is in writing, signed by the Parties, and then such waiver or consent will be effective only in the specific instance and for the specific purpose for which it is given. No failure by either Party to take any action or assert any right hereunder will be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
8. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, determined to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and such term and provision of this Agreement will be void and be enforced to the fullest extent provided by law.
9. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois. All disputes shall be submitted to the appropriate state and federal courts located in Chicago, Illinois, Kane County.
10. **Counterparts.** This Agreement may be executed in one or more counterparts, and delivered by facsimile or electronic mail, each of which will be deemed to be an original, but which together shall be deemed to be one and the same document.

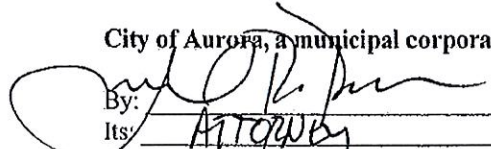
(Signature page follows)

IN WITNESS WHEREOF, the Parties have caused this Settlement and Mutual Release Agreement to be duly executed as of the Effective Date.

Hobbs Property, LLC , an Illinois limited liability company

By: 
Name: JAMES E. ROZIOLO
Its: _____

City of Aurora, a municipal corporation

By: 
Its: Attorney



THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

2016K031126
SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 5/11/2016 2:41:23 PM
LSD FEE: \$6.00 INDEX FEE: \$1.20
PAGE: 2

Scott L. David
MUCH SHELIST P.C.
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606.1615

PERMANENT TAX INDEX NUMBER:

15-22-301-003-0000

PROPERTY ADDRESS:

2-4 North River Street
Aurora, Illinois

This space reserved for Recorder's use only.

**RELEASE OF MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING**

Know all men by these presents, that MIDLAND IRA, INC., Custodian FBO Victoria Shigerhira Sharpe Rollover IRA, Midland Account No. 1633635, 135 South LaSalle Street, Suite 4000, Chicago, Illinois 60603, Trust Tax ID: 26-6261773 ("Lender"), for and in consideration of the payment of the sum of one dollar in hand paid, the receipt whereof is hereby acknowledged, does hereby remise, release, convey, and quit claim unto Hobbs Property, LLC, an Illinois limited liability company ("Borrower"), its successors and assigns, of 1400 East Touhy Avenue, Des Plaines, Illinois 60018, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing made by Borrower to Lender dated December 10, 2012 and recorded on January 17, 2013 as Document Number 2013K004606 with the Kane County Recorder and the Assignment of Rents and Leases made by Borrower to Lender dated December 10, 2012 and recorded on January 17, 2013 as Document No. 2013K004607 with the Kane County Recorder, together with all the appurtenances and privileges thereunto belonging or appertaining, as to the premises legally described on Exhibit A attached hereto and made a part hereof.

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JOSEPH R RAMOS
340 N LAKE ST
AURORA, IL 60506

6599789_2

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Witness my hand and seal, this 9 day of June, 2016.

MIDLAND IRA, INC., Custodian FBO
Victoria Shigerhira Sharpe Rollover IRA,
Midland Account No. 1633635

By: [Signature]
Name: Audra Montgomery
Title: IRA Administrator

Florida
STATE OF ILLINOIS)
LEE) SS.
COUNTY OF ~~COOK~~)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Audra Montgomery, the IRA Administrator of MIDLAND IRA, INC., Custodian FBO Victoria Shigerhira Sharpe Rollover IRA, Midland Account No. 1633635, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of Midland IRA, Inc., for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 9 day of June, 2016.

[Signature]
NOTARY PUBLIC
(SEAL)



EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

LOTS 1 AND 2 OF HOBBS AND LOSER'S SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 1 AND 2 IN BLOCK 11 OF ORIGINAL TOWN OF WEST AURORA AND LOT 9 IN BLOCK 2 OF WILDER'S AMENDED ADDITION TO WEST AURORA, AS COMPLETED, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PROPERTY ADDRESS OF PREMISES:

2-4 North River Street
Aurora, Illinois

PERMANENT TAX INDEX NUMBERS:

15-22-301-003-0000



THIS DOCUMENT WAS PREPARED BY,
AND AFTER RECORDING, RETURN TO:

2016K031127
SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED 5/23/2016 02:05 PM
FILED 2016 MAY 23 AM 02:05 REC'D: 1,000
PAGE: 3

Scott L. David
MUCH SHELIST P.C.
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606.1615

PERMANENT TAX INDEX NUMBER:

15-22-301-003-0000

PROPERTY ADDRESS:

2-4 North River Street
Aurora, Illinois

This space reserved for Recorder's use only.

RELEASE OF MORTGAGE

Know all men by these presents, that H. Michael Sharpe ("Lender"), of 1400 East Touhy Avenue, Des Plaines, Illinois 60018, for and in consideration of the payment of the sum of one dollar in hand paid, the receipt whereof is hereby acknowledged, does hereby remise, release, convey, and quit claim unto Hobbs Property, LLC, an Illinois limited liability company ("Borrower"), its successors and assigns, of 1400 East Touhy Avenue, Des Plaines, Illinois 60018, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by that certain Mortgage made by Borrower to Lender dated November 18, 2015 and recorded on December 7, 2015 as Document Number 2015K065250 with the Kane County Recorder, together with all the appurtenances and privileges thereunto belonging or appertaining, as to the premises legally described on Exhibit A attached hereto and made a part hereof.

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122
JOSEPH R RAMOS
340 N LAKE ST
AURORA, IL 60506

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

LOTS 1 AND 2 OF HOBBS AND LOSER'S SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 1 AND 2 IN BLOCK 11 OF ORIGINAL TOWN OF WEST AURORA AND LOT 9 IN BLOCK 2 OF WILDER'S AMENDED ADDITION TO WEST AURORA, AS COMPLETED, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PROPERTY ADDRESS OF PREMISES:

2-4 North River Street
Aurora, Illinois

PERMANENT TAX INDEX NUMBERS:

15-22-301-003-0000



2016K031128
SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 6/21/2016 03:25 PM
REC FEE: 48.00 RHPSP FEE: 9.00
PAGES: 4

JOSEPH R RAMOS
340 N LAKE ST
AURORA, IL 60506

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SPECIAL WARRANTY DEED

THIS INDENTURE is made as of the 31st day of December, 2015 between **Hobbs Property, LLC, an Illinois limited liability company ("Grantor")**, having its principal place of business at 1400 East Touhy Avenue, Des Plaines, Illinois 60018, and the **City of Aurora, a municipal corporation ("Grantee")**, having its principal place of business at 44 East Downer Place, Aurora, Illinois 60507. For and in consideration of the sum of Ten and No Dollars and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, Grantor REMISES, RELEASES, ALIENS AND CONVEYS to Grantee and to its successors and assigns, FOREVER, all of the following described real estate, situated in Kane County in the State of Illinois, known and described as follows:

See attached Exhibit A for legal description.

PIN: 15-22-301-003-0000

Commonly known as: 2-4 North River Street, Aurora, Illinois 60506

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above described premises with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee and its successors and assigns forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, WILL WARRANT AND DEFEND, **subject** to those exceptions set forth on attached Exhibit B.

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IN WITNESS WHEREOF, Grantor has caused its name to be signed to this Special Warranty Deed the day and year first above written.

Hobbs Property, LLC, an Illinois limited liability company

By:

James Koziol, Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that James Koziol, the Manager of Hobbs Property, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes set forth.

Given under my hand and notarial seal on this 3 day of JUNE, 2016.

SEAL



Jennifer Hughes
Notary Public

This document was prepared by:

Scott L. David, Esq.
Much Shelist, P.C.
191 North Wacker Drive, Suite 1800
Chicago, Illinois 60606

Exempt under provisions of Paragraph 2, Section 200/31-45, Real Estate Transfer Tax Act.
12/31/15
Date Agent [Signature]

After recording mail to:

City of Aurora
44 East Downer Place
Aurora, Illinois 60507-2067
Attn: _____

Send subsequent tax bills to:

City of Aurora
44 East Downer Place
Aurora, Illinois 60507-2067
Attn: _____

CITY OF AURORA
JUN. 21. 16
REAL ESTATE TRANSACTION TAX
DEPARTMENT OF REVENUE

REAL ESTATE TRANSFER TAX
00000.01
FP351000

000007714

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

LOTS 1 AND 2 OF HOBBS AND LOSER'S SUBDIVISION, BEING A SUBDIVISION OF PART OF LOTS 1 AND 2 IN BLOCK 11 OF ORIGINAL TOWN OF WEST AURORA AND LOT 9 IN BLOCK 2 OF WILDER'S AMENDED ADDITION TO WEST AURORA, AS COMPLETED, IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

PROPERTY ADDRESS OF PREMISES:

2-4 North River Street
Aurora, Illinois 60506

PERMANENT TAX INDEX NUMBERS:

15-22-301-003-0000

EXHIBIT "B"

SUBJECT TO: COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD; PUBLIC, PRIVATE AND UTILITY EASEMENTS AND ROADS AND HIGHWAYS, IF ANY; PARTY WALL RIGHTS, IF ANY; GENERAL REAL ESTATE TAXES FOR THE YEAR 2015 AND SUBSEQUENT YEARS; MATTERS CREATED BY, THROUGH OR UNDER GRANTEE.

A LIEN FOR THE AMOUNT OF \$338.50 AND ANY OTHER AMOUNTS DUE, FOX METRO WATER RECLAMATION DISTRICT, CLAIMANT, NATURE OF CLAIM, SANITARY, RECORDED ON SEPTEMBER 1, 2015, AS DOCUMENT NO. 2015K47788.

SANITARY SEWER SERVICES LIEN IN FAVOR OF FOX METRO WATER RECLAMATION DISTRICT AGAINST 115 W. GALENA BLVD., AURORA RECORDED MAY 23, 2005 AS DOCUMENT NUMBER 2005K057613 IN THE AMOUNT OF \$703.44.

SANITARY SEWER SERVICES LIEN IN FAVOR OF FOX METRO WATER RECLAMATION DISTRICT AGAINST 115 W. GALENA BLVD., AURORA RECORDED JULY 20, 2005 AS DOCUMENT NUMBER 2005K083164 IN THE AMOUNT OF \$566.42.

LIEN FOR BOARD UP IN FAVOR OF THE CITY OF AURORA AGAINST THE SUBJECT PROPERTY RECORDED ON MARCH 8, 2006 AS DOCUMENT NUMBER 2006K024814 IN THE AMOUNT OF \$200.00.

THE LAND LIES WITHIN THE BOUNDARIES OF A SPECIAL SERVICE AREA AS DISCLOSED BY ORDINANCE RECORDED AS DOCUMENT 94K07385, AND IS SUBJECT TO ADDITIONAL TAXES UNDER THE TERMS OF SAID ORDINANCE AND SUBSEQUENT RELATED ORDINANCES.

THE LAND LIES WITHIN THE BOUNDARIES OF A SPECIAL SERVICE AREA AS DISCLOSED BY ORDINANCES RECORDED AS DOCUMENT 90K65842, AND IS SUBJECT TO ADDITIONAL TAXES UNDER THE TERMS OF SAID ORDINANCE AND SUBSEQUENT RELATED ORDINANCES.

THE LAND LIES WITHIN THE BOUNDARIES OF A SPECIAL SERVICE AREA AS DISCLOSED BY ORDINANCE RECORDED AS DOCUMENT 2010K55525, AND IS SUBJECT TO ADDITIONAL TAXES UNDER THE TERMS OF SAID ORDINANCE AND SUBSEQUENT RELATED ORDINANCES.

THIS DEED IS NOT TO BE CONSTRUED AS COVERING ANY PART OF THE PRIVATE ALLEY WEST OF AND ADJOINING THE LAND.

AGREEMENT DATED OCTOBER 11, 1892 AND RECORDED NOVEMBER 7, 1892 IN BOOK 316, PAGE 76, MADE BY ALBERT J. HOBBS WITH JOHN LOSER RELATING TO A PARTY WALL BETWEEN LOTS 2 AND 3 IN HOBBS AND LOSER'S SUBDIVISION HEREINABOVE DESCRIBED.

PARTY WALL RIGHTS OF THE OWNERS AND OF THE PROPERTY ADJOINING, AS DISCLOSED BY DEED RECORDED AUGUST 16, 2004 AS DOCUMENT 2004K108900, AND ANY AND ALL POSSIBLE RIGHTS AND OBLIGATIONS RELATING THERETO.

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City of Aurora, Illinois

Finance Department 44 E Downer Place Aurora, IL 60507-2067 Phone (630) 256-3570

STATEMENT OF OPEN ACCOUNTS

The City of Aurora, Illinois, will not issue a municipal real estate transfer tax stamp for the transfer of the property indicated unless the amounts listed below are paid in full.

Seller's Name: HOBBS PROPERTY LLC Seller's Telephone Number:
Address of Property Sold: 2 N RIVER ST Selling Price:
PIN of Property Sold (Required for vacant land or property with well): 15-22-301-003

Seller's Current Address:
Seller's Post-Sale Address: SAME

REVISED
JUN 20 2016

Date Statement Request Received: 05/31/16 Anticipated Closing Date: 06/06/16
Scheduled Date of Final Water Reading: 06/02/16 Scheduled Date of Purchase of Tax Stamps:

Buyer's Name: CITY OF AURORA Buyer's Telephone Number:
Buyer's Post Sale Address:

Our records indicate the following open balances:

Water Account #: <u>152063-27880</u>	Final Read <u>0</u>	\$ 1303.43 w/o
False Alarms: _____		\$ _____
Building Code Fines: <u>124992, 139001, + 177353</u>		\$ 39,000.00 w/o
Property Maintenance Fees: <u>Active Violations 108189, LF108189</u>		\$ 1184.00 w/o
	<u>161391, + 170122</u>	\$ _____
Housing Rehab Loans: _____		\$ _____
School Developmental Impact Fee (subject to change if selling price changes): _____		\$ _____
Other: _____		\$ _____
Total due to the City		\$ 11,487.43 0

The above figures reflect the current balances as of JUN 06 2016

This statement is only valid through the anticipated closing date indicated above. If the property closing is later than the date indicated above, an updated Statement of Open Accounts should be obtained from the City.

HA

JUN 06 2016

Revenue & Collection Division Official

Date Prepared

For additional information on the property's water account, call the Water Billing Division of the Finance Department at (630) 256-3600. For additional information on all other accounts, call the Finance Department's Revenue & Collection Division at (630) 256-3570. TAYJE

For City Use Only

Disposition of Statement:

School Impact Fee Information:
School District: _____
Attached or Detached: _____
Number of Bedrooms: _____

Hold for Pick-Up:
Fax to: MARIBETH 312-521-2386
Other: _____
MR Account # 47344



City of Aurora, Illinois

Finance Department 44 E Downer Place Aurora, IL 60507-2067 Phone (630) 256-3570

STATEMENT OF OPEN ACCOUNTS

The City of Aurora, Illinois, will not issue a municipal real estate transfer tax stamp for the transfer of the property indicated unless the amounts listed below are paid in full.

Seller's Name: HOBBS PROPERTY LLC Seller's Telephone Number:
Address of Property Sold: 115 W GALENA BL Selling Price:
PIN of Property Sold (Required for vacant land or property with well): 15-22-301-003

Seller's Current Address:
SAME

Seller's Post-Sale Address:

Date Statement Request Received: 05/31/16 Anticipated Closing Date: 06/06/16
Scheduled Date of Final Water Reading: 06/02/16 Scheduled Date of Purchase of Tax Stamps:

REVISED
JUN 20 2016

Buyer's Name: CITY OF AURORA Buyer's Telephone Number:
Buyer's Post Sale Address:

Our records indicate the following open balances:

Water Account #: 152063-35791 Final Read *no active water account.* \$ ~~2734.63~~ w/o

False Alarms: _____ \$ _____

Building Code Fines: _____ \$ _____

Property Maintenance Fees: _____ \$ _____

Housing Rehab Loans: _____ \$ _____

School Developmental Impact Fee (subject to change if selling price changes): _____ \$ _____

Other: _____ \$ _____

Total due to the City \$ ~~2734.63~~ 0

The above figures reflect the current balances as of JUN 06 2016

This statement is only valid through the anticipated closing date indicated above. If the property closing is later than the date indicated above, an updated Statement of Open Accounts should be obtained from the City.

TA _____ JUN 06 2016 _____
Revenue & Collection Division Official Date Prepared

For additional information on the property's water account, call the Water Billing Division of the Finance Department at (630) 256-3600. For additional information on all other accounts, call the Finance Department's Revenue & Collection Division at (630) 256-3570. TAYJE

For City Use Only	
School Impact Fee Information:	Disposition of Statement:
School District: _____	Hold for Pick-Up:
Attached or Detached: _____	Fax to: MARIBETH 312-521-2386
Number of Bedrooms: _____	Other: _____
	MR Account # _____