

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

CITY OF AURORA,	)	CONDEMNATION
an Illinois municipal corporation,	)	
	)	
Plaintiff,	)	Case No. 16 ED 6
v.	)	
	)	
FOX VALLEY HOSPITALITY, LLC,	)	
LINCOLNWAY COMMUNITY BANK	)	
NON-RECORD CLAIMANTS, and	)	
UNKNOWN OWNERS;	)	
	)	
Defendants.	)	
	)	

**SETTLEMENT, MUTUAL RELEASE OF CLAIMS  
AND POST CONVEYANCE POSSESSION AGREEMENT**

This Settlement, Mutual Release of Claims and Post Conveyance Possession Agreement (hereinafter the “Agreement”) is entered into by and between Plaintiff, CITY OF AURORA, an Illinois home rule municipal corporation (hereinafter the “City”), represented by KLEIN, THORPE & JENKINS, LTD., and Defendant, FOX VALLEY HOSPITALITY, LLC, a duly organized Illinois limited liability company (hereinafter “Fox Valley”), represented by KINNALLY FLAHERTY KRENTZ LORAN HODGE & MASUR PC. The City and Fox Valley are hereinafter sometimes referred to individually as a “Party” or collectively as the “Parties.”

**WHEREAS**, the City filed a Complaint and an Amended Complaint for Condemnation in the Circuit Court of Kane County, Illinois under case number 16 ED 6 (hereinafter collectively the “Complaint”) in order to acquire fee simple interest in the property commonly known as 2450 North Farnsworth Avenue Aurora, Illinois” (hereinafter “Subject Property”), and legally described in the Complaint, and in **Exhibit A** attached hereto and made a part hereof; and

**WHEREAS**, the Subject Property is being acquired by the City for the purposes set forth in the Complaint; and

**WHEREAS**, Fox Valley represents and warrants to the City that it holds all right, title and ownership interest in the Subject Property, subject to the mortgage of Lincolnway Community Bank, which shall be paid off with the just compensation proceeds provided herein; and

**WHEREAS**, after the filing of the Complaint, the City and Fox Valley have agreed to fully and completely settle and terminate this case, with prejudice, in accordance with the terms and conditions set forth within this Agreement; and

**WHEREAS**, the City is entitled to a property tax exemption with respect to the property acquired in this proceeding and the exemption relates back to the date the original complaint was filed on August 22, 2016. The City agrees that the owners are entitled to a tax refund of all property taxes from the date of filing of the original complaint until title is transferred to the City by virtue of the Agreed Final Judgment Order in this case;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The Parties hereby adopt the foregoing Recitals and incorporate them herein.
2. **Payment of Just Compensation.** Based on the agreement of the Parties and other consideration and agreements as more fully set forth herein, the City agrees to pay to Fox Valley the sum of THREE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,600,000.00) as just compensation for the acquisition of fee simple title, free and clear of all encumbrances, to and in the Subject Property. The just compensation

to be paid by the City referenced above to Fox Valley, together with the other consideration and agreements set forth herein, shall be and is full and final satisfaction of all takings, damages, costs, including attorney's fees, and claims of Fox Valley arising out of or resulting from the City's Complaint, acquisition, and use of the Subject Property and any damages, costs or claims of Fox Valley with respect to the acquisition of the Subject Property.

3. **Conveyance of Subject Property.** Fee simple title to the Subject Property shall be conveyed to the City by Fox Valley in accordance with the Agreed Final Judgment Order, a true and accurate copy of which is attached hereto as **Exhibit B** and made a part hereof.
4. **Post Conveyance Possession By Fox Valley.** As additional consideration, the City shall permit Fox Valley to remain in possession of the Subject Property and continue operating the business currently operating on the Subject Property, after conveyance to and through January 31, 2019 ("Possession Period"), subject to the following:
  - A. **INSURANCE.** Fox Valley shall, at all times during the Possession Period and any holdover period, and for a period of one (1) year thereafter, obtain and continuously maintain the following minimum insurance coverage:
    - i. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Policy, in an ISO approved policy form, with limits against bodily injury and property damage of not less than \$3,000,000.00 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis, naming the City of Aurora, its officials,

employees, agents and volunteers as additional insureds on a primary and non-contributory basis by policy endorsement.

- ii. Workers compensation insurance, with statutory coverage.
- iii. All insurance required by this Agreement shall be obtained and continuously maintained through an insurance company with a minimum Best's rating of "A;VII" that is authorized under the laws of the State of Illinois to assume the risks covered by such policies. Unless otherwise provided in this Agreement, each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured and City at least thirty (30) days before the cancellation or modification becomes effective. Such policy shall contain no provision limiting the carrier's liability for failure to give the insured parties at least thirty (30) days written notice of the cancellation of the policy. Not less than fifteen (15) days prior to the expiration of any policy, Fox Valley, or its successors or assigns, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Agreement. In lieu of separate policies, Fox Valley or its successors or assigns, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

B. INDEMNIFICATION, WAIVER AND RELEASE. Fox Valley, and its successors and assigns, shall defend, indemnify and hold harmless the City and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, from and against any and all civil liabilities, actions, responsibilities,

obligations, losses, damages and claims, and all costs and expenses, including but not limited to attorney's fees and expenses (collectively, "Losses") pursuant to any federal, state and local laws, (including the common law), statutes, worker's compensation laws, ordinances, rules, regulations and other requirements relating to or which the City and/or its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees may incur from or on account of Fox Valley's possession and use of the Subject Property, Fox Valley's business operations on the Subject Property, any tests or surveys conducted by Fox Valley on the Subject Property, and any construction or maintenance activities conducted on the Subject Property by or on behalf of Fox Valley during the Possession Period and any holdover period, including but not limited to any Losses incurred which are based on tort law, wrongful death and/or a bodily or personal injury claim, suit or action and/or any Losses relating to environmental investigation, cleanup, or abatement, whether asserted or un-asserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future, and in any manner whatsoever incurred by reason of Fox Valley's activities at the Subject Property. The indemnification, waiver, release, defense and hold harmless provisions of this Agreement shall not be restricted or limited by any statutory limitation on compensation or benefits payable under any worker's compensation laws in that Fox Valley agrees to assume all responsibility and liability, to the fullest extent permitted by law, and Fox Valley waives any limitation of liability defense based upon any worker's compensation law and the cases decided thereunder for all losses and damages of any kind, including illness, death, property damage, or property

loss, sustained on account of any injury to an employee of Fox Valley up to and including the date on which possession of the Subject Property is delivered to the City under the Agreement.

It is expressly understood, agreed upon and the specific intent of this Agreement that the City and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees will at no time assume responsibility or liability for the actions or omissions of Fox Valley on the Subject Property. As between the City and its elected or appointed officers and officials, aldermen, agents, volunteers, representatives and/or employees and Fox Valley, Fox Valley shall at all times be held solely responsible to all persons on the Subject Property until possession of the Subject Property is delivered to the City. Upon delivery of possession of the Subject Property, Fox Valley will sign a release forever discharging the City and its elected or appointed officers and officials, trustees, agents, volunteers, representatives and/or employees, for any claim, suit or action whether or not well founded in fact or law, which Fox Valley may have, arising out of its use and possession of the Subject Property during the Possession Period and any holdover period. Within fourteen (14) days of delivery of possession of the Subject Property to the City in compliance with the requirements of this Agreement, the City will sign the necessary paperwork to turnover the portion of the escrow funds owed to Fox Valley, in accordance with and subject to paragraph E of this Agreement.

- C. UTILITIES, FINES, COSTS. Fox Valley shall be liable for the payment of all utility services, fines, maintenance, repairs and any other costs on or associated

with the Subject Property until possession is delivered to the City in accordance with this Agreement. Upon delivering possession of the Subject Property to the City, Fox Valley shall provide the City with evidence of the payment of all outstanding utility bills, including but not limited to electric, gas, water and sewer, garbage, telephone, cable television and internet services.

D. DELIVERY OF POSSESSION.

- i. Fox Valley shall deliver possession of the Subject Property to the City on February 1, 2019. It shall be the sole responsibility of Fox Valley to remove all guests, tenants and other occupants of the motel building on the Subject Property prior to delivering possession of the Subject Property to the City and to deliver the Subject Property to the City free and clear of all tenancies or rights of tenancy. In the event that Fox Valley fails to deliver possession of the Subject Property to the City by February 1, 2019, and/or fails to deliver the Subject Property as required or to remove all guests, tenants and other occupants of the motel building by February 1, 2019, Fox Valley shall pay to the City ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) to the City for each and every day, beginning on February 1, 2019, that Fox Valley fails to deliver possession of the Subject Property to the City and/or fails to remove all guests, tenants and other occupants from the motel building.
- ii. All refuse and personal property that is not to be conveyed to the City shall be removed from the Subject Property at Fox Valley's expense prior to delivery of possession. The City shall have the right to inspect the Subject

Property prior to taking possession to verify that all refuse and personal property have been removed and that the Subject Property is in substantially the same condition as of the date of conveyance, normal wear and tear excepted.

E. POST CONVEYANCE ESCROW. The City shall be entitled to withhold ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) of the purchase price (“Escrow Fund”), to be held by Lincolnway Community Bank, in an interest bearing account, to insure that Fox Valley delivers possession to the City at the end of the Possession Period and that all guests, tenants and occupants of the motel building have been removed when possession is delivered to the City, and that Fox Valley has paid all bills and invoices for labor and material of any kind relating to the Subject Property, and there are no mechanic's liens or other claims, liens, leasehold taxes or encumbrances outstanding or available to any party in connection with the Subject Property. The City shall authorize the release of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) from the Escrow Fund to Fox Valley no later than fourteen (14) days from the date that Fox Valley delivers possession of the Subject Property to the City free and clear of all liens and encumbrances, less any deductions and penalties to be paid to the City from the Escrow Fund as a result of Fox Valley failing to deliver possession on or before February 1, 2019, failure to remove all guests, tenants and occupants from the motel building, failure to fully pay utilities prior to delivery of possession, or to satisfy any liens or encumbrances related to the Subject Property. The City shall authorize the release of the remaining money in the Escrow Fund, if any, to Fox Valley within



120 days from the date that the City authorized the first installment of the Escrow Fund to be paid to Fox Valley, assuming that the City has confirmed that no mechanic's liens or other claims, liens, leasehold taxes or encumbrances have accrued, been filed or are otherwise available to any party in connection with the Subject Property. All interest earned on the funds in the Escrow Fund shall be paid to Fox Valley.

- F. PAYMENT OF LEASEHOLD TAXES. In the event that a leasehold PIN is created by Kane County covering the Possession Period and any holdover period, and leasehold taxes are assessed against the Subject Property for said period, Fox Valley shall be solely responsible for paying the leasehold taxes. If Fox Valley fails to pay any such leasehold taxes, the City may deduct the amount owed from the Escrow Fund and pay said taxes to Kane County.
5. Time is of the Essence. The Parties mutually agree that time is of the essence throughout the term of this Agreement and every provision hereof in which time is an element. No extension of time for performance of any obligations or acts shall be deemed an extension of time for performance of any other obligations or acts. If any date for performance of any of the terms, conditions or provisions hereof shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.
6. Choice of Law/Venue. This Agreement provides for the purchase and acquisition of property located in the State of Illinois, and is to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable

statutory and common law of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Kane County and the Parties consent to the in personam jurisdiction of said Court for any such action or proceeding.

7. **Authority to Enter Into Agreement.** The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the parties and the signatories hereto.
8. **Notices.** Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, overnight delivery by FedEx or UPS, or personally delivered to the Parties at the following addresses, or at such other addresses as the Parties may, by notice, designate:

**If to City:**

CITY OF AURORA  
Law Department  
The Elmslie Building  
1 S. Broadway – 3<sup>rd</sup> Floor  
Aurora, Illinois 60505  
Attention: Richard Veenstra, Corporation Counsel

**With a copy to:**

KLEIN, THORPE & JENKINS, LTD.  
20 N. Wacker Drive, Suite 1660  
Chicago, Illinois 60606  
Attention: Jason A. Guisinger

**If to Fox Valley:**

Paul G. Krentz  
Kinnally Flaherty Krentz Loran Hodge & Masur PC  
2114 Deerpath Road

Aurora, IL 60506

9. **Headings.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.
10. **Attorneys' Fees and Costs.** In the event either party elects to file any action in order to enforce the terms of this Agreement, or for a declaration of rights hereunder, the prevailing party, as determined by the court in such action, shall be entitled to recover all of its court costs and reasonable attorneys' fees as a result thereof from the losing party.
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.
12. **Effective Date.** This Agreement shall be deemed dated and become effective on the date that the authorized signatories of City shall sign the Agreement, which date shall be the date stated below the City's signature.
13. **Agreement Modification.** This Agreement and the Exhibits attached hereto and made a part hereof, or required hereby, embody the entire Agreement between the Parties hereto with respect to the Property and supersede any and all prior agreements and understandings, whether written or oral, and whether formal or informal. No extensions, changes, modifications or amendments to or of this Agreement, of any kind whatsoever, shall be made or claimed by Fox Valley or City, and no notices of any extension, change, modification or amendment made or claimed by Fox Valley or City (except with respect to permitted unilateral waivers of conditions precedent by City) shall have any force or

effect whatsoever unless the same shall be endorsed in writing and fully signed by Fox Valley and City.

14. **Binding on Successors.** This Agreement shall inure to the benefit of and shall be binding upon the heirs, legatees, transferees, assigns, personal representatives, owners, agents, administrators, executors and/or successors in interest of any kind whatsoever of the Parties hereto.
15. **Severability.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end, all provisions, covenants, agreements and portions of this Agreement are declared to be severable. If for any reason any portion of this Agreement is ruled invalid, in whole or in part, the Parties shall, as soon as possible, take such actions (including the holding of such public hearings and the adoption of ordinances) as may be necessary to give effect to the spirit and intent of this Agreement and the objectives of the Parties, as set forth in this Agreement.
16. **Assignment.** The rights and obligations of Fox Valley under this Agreement shall not be assigned by Fox Valley without the express written prior approval of the City.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the date below their respective signatures.

**FOX VALLEY HOSPITALITY LLC,**  
an Illinois limited liability company

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

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

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

-

-

Name: \_\_\_\_\_

Richard C. Irvin, Mayor

Title:  
\_\_\_\_\_

**ATTEST:**

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

Wendy McCambridge, City Clerk

Date Fox Valley executed: \_\_\_\_\_

Date City executed: \_\_\_\_\_

**EXHIBIT A**  
**(Legal Description of Subject Property)**

THAT PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION TO A LINE DRAWN PARALLEL WITH AND 40 FEET WESTERLY OF THE EAST LINE OF SAID NORTHEAST QUARTER FOR THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG SAID SOUTH LINE 389 FEET TO A LINE DRAWN PARALLEL WITH AND 429 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH ALONG SAID PARALLEL LINE 450 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER 389 FEET TO A LINE DRAWN PARALLEL WITH AND 40 FEET WESTERLY OF THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH ALONG SAID PARALLEL LINE 450 FEET TO THE POINT OF BEGINNING (EXCEPTING THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED DATED MAY 11, 1957, RECORDED MAY 13, 1957, IN BOOK 1845, PAGE 536 AS DOCUMENT NO. 834248 AND ALSO EXCEPT THAT PART CONVEYED TO THE COUNTY OF KANE BY WARRANTY DEED DATED JANUARY 18, 1966 AND RECORDED MARCH 15, 1966 IN BOOK 2336, PAGE 35 AS DOCUMENT NO. 1065468); ALSO THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 2, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 109.23 FEET TO A POINT 40 FEET WEST OF THE WESTERLY LINE OF SAID DOCUMENT NO. 834248 FOR THE POINT OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE 319.77 FEET TO LINE DRAWN PARALLEL WITH AND 429 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH ALONG SAID PARALLEL LINE 20 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER 319.02 FEET TO A LINE DRAWN SOUTHERLY, PARALLEL WITH THE WESTERLY LINE OF SAID DOCUMENT NO. 834248, FROM THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID PARALLEL LINE 20.02 FEET TO THE POINT OF BEGINNING; ALL IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

P.I.N.: 15—02-200—014 ("Subject Property")

**EXHIBIT B**  
**(Agreed Judgment Order)**

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

<b>CITY OF AURORA,</b>	)	<b>General No. 2016 ED 6</b>
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	
	)	
<b>FOXVALLEY HOSPITALITY, LLC,</b>	)	
<b>LINCOLNWAY COMMUNITY BANK</b>	)	
<b>NON-RECORD OWNERS and</b>	)	
<b>UNKNOWN CLAIMANTS,</b>	)	
	)	
<b>Defendants.</b>	)	

**AGREED FINAL JUDGMENT ORDER**

THIS CAUSE coming on to be heard on the First Amended Complaint to Condemn of the City of Aurora for the ascertainment of the just compensation to be made for the taking by the City for the uses and purposes stated and set forth in the First Amended Complaint to Condemn the fee simple title to the real property described in ¶21 of the First Amended Complaint;

And the City appearing by Jason A. Guisinger of Klein, Thorpe & Jenkins, Ltd., and Fox Valley Hospitality, LLC, and Lincolnway Community Bank appearing by Paul G. Krentz of Kinnally Flaherty Krentz Loran Hodge & Masur PC;

AND IT APPEARING TO THE COURT that all party Defendants herein have been served with process in the manner and form as provided by statute and have duly entered their appearances; and the Court having jurisdiction of all the parties to this suit and the subject matter thereof; and all parties interested being before the Court and having waived a jury; and the Court having being informed that the parties have reached a settlement agreement according to the terms set forth herein, and having considered the following stipulation entered into between the City and the owners and parties interested in the property, namely:

It is stipulated by and between the City of Aurora and Fox Valley Hospitality, LLC, and Lincolnway Community Bank, the owners and parties interested in the property located at 2450 N. Farnsworth Avenue, Aurora, Illinois; that the owners and parties interested in the property respectively waive the payment of interest on the amount awarded by the Court for the taking of the property from the date of this order to the date of the deposit of said amount with the Treasurer of Kane County.

Defendants have no knowledge of any additional parties who may have an interest in the Final Award of Just Compensation except as may be revealed by the title commitments for the Subject Property;

The City shall take by eminent domain the whole Subject Property as described in the First Amended Complaint to Condemn;

AND NOW BEING FULLY ADVISED IN THE PREMISES, finds that the amount to be paid by the City of Aurora as just compensation to Fox Valley Hospitality, LLC, and Lincolnway Community Bank for the property hereinafter described, which the City of Aurora seeks to acquire as stated in its First Amended Complaint to Condemn filed in this cause, is as follows:

To the owners of and parties interested in the property located at 2450 N. Farnsworth Avenue, Aurora, Illinois, which is legally described as follows:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION TO A LINE DRAWN PARALLEL WITH AND 40 FEET WESTERLY OF THE EAST LINE OF SAID NORTHEAST QUARTER FOR THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG SAID SOUTH LINE 389 FEET TO A LINE DRAWN PARALLEL WITH AND 429 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE NORTH ALONG SAID PARALLEL LINE 450 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER 389 FEET TO A LINE DRAWN PARALLEL WITH AND 40 FEET WESTERLY OF THE EAST LINE OF SAID QUARTER SECTION; THENCE SOUTH ALONG SAID PARALLEL LINE 450 FEET TO THE POINT OF BEGINNING (EXCEPTING THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY WARRANTY DEED DATED MAY 11, 1957, RECORDED MAY 13, 1957, IN BOOK 1845, PAGE 536 AS DOCUMENT NO. 834248 AND ALSO EXCEPT THAT PART CONVEYED TO THE COUNTY OF KANE BY WARRANTY DEED DATED JANUARY 18, 1966 AND RECORDED MARCH 15, 1966 IN BOOK 2336, PAGE 35 AS DOCUMENT NO. 1065468); ALSO THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 2, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER 109.23 FEET TO A POINT 40 FEET WEST OF THE WESTERLY LINE OF SAID DOCUMENT NO. 834248 FOR THE



POINT OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE 319.77 FEET TO LINE DRAWN PARALLEL WITH AND 429 FEET WEST OF THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH ALONG SAID PARALLEL LINE 20 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER 319.02 FEET TO A LINE DRAWN SOUTHERLY, PARALLEL WITH THE WESTERLY LINE OF SAID DOCUMENT NO. 834248, FROM THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID PARALLEL LINE 20.02 FEET TO THE POINT OF BEGINNING; ALL IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS.

P.I.N.: 15—02-200—014 ("Subject Property")

As full compensation to the owners of and parties interested in the aforesaid real property, for the fee simple title to said property, for the improvements thereon and for all private interest in the public roads, streets, and alleys, which abutt the Subject Property, the sum of THREE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,600,000.00). The payment of said amount to be paid to the owners of and parties interested in the Subject Property will fully compensate said owners of and parties interested for the taking by the City of Aurora for the fee simple title to the aforesaid real property.

AND THE COURT BEING FULLY ADVISED IN THE PREMISES, orders that the sums of money herein awarded by the Court to the owners of and parties interested in the Subject Property and is just compensation to the owners thereof and parties interested therein for the taking of the fee simple title, free and clear of all encumbrances, to said property, and Judgment is herein entered accordingly.

IT IS THEREFORE ORDERED AND ADJUDGED BY THE COURT, that the City of Aurora within 30 days from the entry of this order pay THREE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,600,000.00) to the Treasurer of Kane County for the use and benefit of Fox Valley Hospitality, LLC, and Lincolnway Community Bank as full compensation for the taking of the Subject Property.

IT IS FURTHER ORDERED AND ADJUDGED that publication has been made for any Non-record Claimants and Unknown Owners and none have appeared. Any Non-record Claimants and Unknown Owners be and are hereby declared to be in default. The Court further finds that such Non-record Claimants or Unknown Owners have no interest in the

Subject Property or the Just Compensation awarded herein. The Court has jurisdiction over the Subject Property and all parties who claim, or may claim, an interest in the Subject Property.

IT IS FURTHER ORDERED AND ADJUDGED that this Court, by agreement of the parties, shall have and retain jurisdiction of the above entitled cause to enforce all the terms, provisions and conditions of this Final Agreed Judgment Order and for the purpose of awarding the City writ or writs of assistance with regard to the Subject Property to which the City has acquired fee simple title as aforesaid, and that City shall not be limited to remedy at law, but may seek specific performance of the terms, provisions and conditions of this Agreed Final Judgment Order.

IT IS FURTHER ORDERED AND ADJUDGED that the City be entitled to exemption from property taxes for the Subject Property from the date of the filing of its Complaint for Condemnation on August 25, 2016, pursuant to 35 ILCS 200/9-185.

IT IS FURTHER ORDERED AND ADJUDGED that upon proof being made to the Court that payment has been made to the Treasurer of Kane County, Illinois, for the use and benefit of the owners and parties interested in the Subject Property, the City of Aurora shall be thereby vested with the fee simple title, free and clear of all encumbrances, to the Subject Property paid for by the City of Aurora as aforesaid, and thereupon, the City of Aurora shall be authorized and empowered to enter upon and take immediate possession of said property so paid for.

IT IS FURTHER ORDERED AND ADJUDGED that each party shall be responsible for its own attorneys' fees, costs and expenses associated with the above-entitled condemnation actions.

IT IS FURTHER ORDERED AND ADJUDGED, by agreement of the parties, that the parties waive their rights of appeal in this cause.

DATED: This \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
JUDGE