

5160.005 ✓

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is entered into this Sixth day of September, 2018 by and between Algonquin Township Road District (hereinafter the "Road District") and Kirk Allen, ("Allen"), John Kraft, ("Kraft") and the Edgar County Watchdogs, Inc. ("ECW") (hereinafter Allen, Kraft and ECW are referred to as "Plaintiffs"), for themselves, their officers, directors, executives, managers, employees, agents, attorneys, divisions, related and subsidiary entities, affiliates, successors and assigns (all of whom are collectively referred to as the "parties").

WHEREAS, Plaintiffs sought certain documents from the Road District via certain requests pursuant to the Freedom of Information Act.

WHEREAS, certain controversies have arisen with respect to the obligations of the Road District to provide said documents wherein the Road District was named as a defendant in a certain action in McHenry County, Illinois, filed as case number 18 CH 238 (hereinafter the "Controversies"); and

WHEREAS, in relationship to the named defendants in the above referenced to McHenry County suit this settlement agreement is binding only to the Algonquin Township Rd., District and not to the Algonquin Township and their alleged violations.

WHEREAS, the Road District's Highway Commissioner, Andrew Gasser has adopted a policy of promoting full and open government as it relates to the Road District.

WHEREAS, the parties reached an accord regarding the Controversies and the now at pending lawsuit hereinafter only as it relates to alleged violations of the Road district identified in the aforesaid complaint and having no bearing or consideration all with regard to the remaining allegations concerning the Algonquin Township, and the Parties now wish to commit the terms of their accord into this Settlement Agreement; and

WHEREAS, each party has been represented by counsel, has been apprised of its rights regarding the settlement, and enters into the settlement freely and voluntarily.

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, the parties agree as follows:

1. NO ADMISSION OF LIABILITY. Neither this Settlement Agreement nor anything contained within it shall be admissible in any proceeding as evidence of liability or wrongdoing on the part of either party. However, this Settlement Agreement may be introduced in any proceeding instituted to enforce its terms.

2. PROMISE TO PAY. In full settlement of the Controversies, the Road District shall pay to the Plaintiffs the sum of Forty-Thousand dollars (\$40,000.00) (the "Settlement Amount"). Such Settlement Amount includes all monetary remedies of any kind relating to the Controversies of the Road District identified above, including but not limited to,

equitable adjustments, interest, attorney fees and costs, and other remedies requested in the lawsuit and concerning the Algonquin Township Road District. Within 10 days after the October Meeting of the Board of Trustees of Algonquin Township settlement payment shall be made. In that the Board of Trustees shall refuse to audit the payment referenced in this paragraph, the amount of the settlement shall increase at a rate of \$5,000 per month until paid in full. Moreover, the Road District agrees to confess judgment against it in an amount equal to the amounts due under this agreement until such time that the payment is actually made.

3. **DELIVERY OF DOCUMENTS.** The Road District will provide to the Plaintiffs all documents requested of it prior to the Controversies and any document which Plaintiffs have sought since the beginning of the lawsuit until the date of payment set forth hereinabove. The delivery of documents shall take place no later than October 15, 2018. The parties agree to petition the Court for entry of an Agreed Order commanding the delivery of said Documents. The Road District further agrees to abide by the terms of the Freedom of Information Act as it relates to all future requests of the Plaintiffs. Any refusal to abide by a lawful request under the act shall be deemed a willful violation of the act.

4. **DISMISSAL.** The Parties agree that within thirty business days they will jointly file with the Circuit Court of McHenry County an unopposed motion to voluntarily dismiss the claims in the lawsuit against the Road District with the court retaining jurisdiction over the terms of this settlement agreement, with prejudice, by reason of the parties' settlement. However, the Parties agree that they will continue the presentment of said motion until such time as the payment set forth in paragraph 2 above is actually made.

5. **MUTUAL RELEASE OF ALL CLAIMS.** In consideration for their faithful performance of the terms of this Settlement Agreement, the parties, for themselves, their successors, assigns, and their attorneys do hereby relinquish, waive, release, acquit and forever discharge each other of and from any and all claims, disputes, actions, charges, obligations, complaints, causes of action, rights, demands, debts, damages, or accountings of whatever nature, at law or in equity, known or unknown, asserted or not asserted, against one another, based on actions or events of the Road District identified in the complaint identified herein which occurred prior to the date of this Settlement Agreement, including but limited to the counts contained in case number 18 CH 238 relating to the alleged violations of the Road District the aforesaid Controversies and those arising out of the aforesaid requests for documents under the FOIA, for attorneys' fees and costs incurred in connection with them, and any claims for interest, except as provided for in Paragraph 2 of this Settlement Agreement.

6. **BINDING EFFECT.** This Settlement Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns, personal and legal representatives.

7. NON-ASSIGNMENT. A party's rights under this Settlement Agreement may not be assigned without the express written consent of the other party, which consent may be given only in accordance with applicable law and regulation.

8. ADDITIONAL DOCUMENTS. The parties agree to execute whatever modification(s) of the Contract, invoices, and any and all other additional documents as may be reasonably necessary to carry out the terms, conditions and obligations of this Settlement Agreement.

9. INTEGRATION. This Settlement Agreement is entered into by each of the parties without reliance upon any statement, representation, promise, inducement, or agreement not expressly contained herein. This Settlement Agreement constitutes the entire agreement between the parties concerning the aforesaid settlement and release of claims.

10. SEVERABILITY. If any portions of this Settlement Agreement are held invalid and unenforceable, all remaining portions shall nevertheless remain valid and enforceable, to the extent they can be given effect without the invalid portion(s).

11. NEGOTIATED TRANSACTION. Each of the parties has participated in the drafting and negotiation of this Settlement Agreement. Accordingly, for all purposes, this Settlement Agreement shall be deemed to have been drafted jointly by the parties.

12. COUNTERPARTS. This Settlement Agreement may be executed in any number of copies, each of which shall be deemed to be a counterpart original.

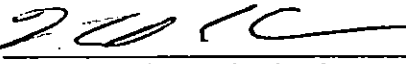
13. REPRESENTATION OF AUTHORITY. Each person signing this Settlement Agreement hereby represents and warrants that he or she has the authority to bind the entity on behalf of which he or she has signed.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement on the date written above.

Algonquin Township Road District

By: 
Andrew Gasser, Highway Commissioner

Edgar County Watchdogs, Inc

By: 
Kirk Allen, its Authorized Agent


Kirk Allen, Individually

John Kraft
