

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into as of this 26<sup>th</sup> day of June, 2014, by and between KIRK ALLEN ("Plaintiff") and CLARK COUNTY PARK DISTRICT, ROY SWEET, GLENN KUEHNEL, RON STONE, JEFF WALLACE, JOE EWING, LARRY YARGUS, and TERRY STEPP, in their Official Capacity as Commissioners of the Clark County Park District ("Defendants").

WHEREAS, the Plaintiff has instituted an action in the Clark County Circuit Court, Marshall Illinois, against Defendants, captioned KIRK ALLEN v. CLARK COUNTY PARK DISTRICT and ROY SWEET, GLENN KUEHNEL, RON STONE, JEFF WALLACE, JOE EWING, LARRY YARGUS, and TERRY STEPP, in their Official Capacity as Commissioners of the Clark County Park, Case No. 2014-MR-18 ("the Lawsuit") asserting violation of the Open Meetings Act against Defendants, and seeking declaratory judgment, mandamus, and an injunction,

WHEREAS, the Complaint alleged a violation of the Open Meetings Act;

WHEREAS, Defendants have enacted a set of Rules and Regulations confirming the need to allow public participation and providing rules and regulations to guide the Board in such matters;

WHEREAS, the Board met in a later meeting to again address all items that were addressed in the meeting that is the subject of the Lawsuit; and

WHEREAS, at the later meeting public comments were allowed, and

WHEREAS, the parties wish to resolve and settle the claim of the Lawsuit pursuant to the below conditions;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing Recitals are incorporated into and constitute a part of this Agreement.

2. No Admission of Liability. This Agreement is entered into as an expedient and cost-effective alternative to costly litigation. The parties make no admission of liability or wrongdoing, express or implied, by entering into this Agreement.

3. Defendants' Payment to Plaintiff. Defendants for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree to pay Plaintiff the total amount of Four Hundred Fifteen Dollars and Fifty Cents (\$415.50), representing Plaintiff's filing fee, cost of service, and ink and paper expenses, payable within three (3) business days from the execution of this Agreement by the Parties.

4. Costs and Expenses. The parties shall be responsible for their respective attorneys' fees and all other costs and expenses incurred in this matter that are not expressly identified in paragraph 3.

5. Dismissal of the Lawsuit. Appended to this Settlement Agreement is a Motion to Dismiss with Prejudice and an Agreed Order to grant said motion (the Motion being signed by Plaintiff and the Order being signed and approved by all parties) which Motion and Order will be presented to the Court by the attorney for the Defendants within three (3) days of the execution of this Agreement, thereby terminating and resolving all claims in the Complaint.

6. Controlling Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois. The parties hereby irrevocably consent to personal jurisdiction and venue in the Clark County Circuit Court, Marshall, Illinois, for any and all Claims arising out of this Agreement over which that court has subject matter jurisdiction.

7. Amendments. This Agreement cannot be altered or otherwise amended except by written instrument signed by all of the parties hereto.

8. Entire Agreement. The parties acknowledge and agree that this Agreement constitutes the full, complete, and entire agreement of the parties and that there are no other representations, covenants, warranties, or other agreements binding of the parties that are not expressly set forth herein.

9. Rule of Construction. The parties acknowledge and agree that they have each had the opportunity to have this Agreement reviewed by counsel of their choosing. Therefore, the rule that ambiguities are construed against the drafter shall not apply in connection with the interpretation and construction of this Agreement.

10. Validity of Agreement. The parties represent and agree that the person executing this Agreement on behalf of Defendants has the full and complete permission and authority of all Defendants in the Lawsuit to fully execute this Agreement on each entity and individual's behalf, and all Defendants have the full right and authority to commit and fully bind themselves. This Agreement is a legally valid, binding and enforceable obligation of the parties in accordance with its terms.

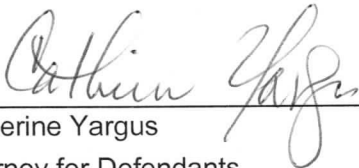
11. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

WITNESS our hands and seals as of the date set forth below.

6-26-14  
Date

By:   
Kirk Allen, Plaintiff

6-26-14  
Date

By:   
Catherine Yargus  
Attorney for Defendants