

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("*Agreement*") is made and entered into this ~~12th~~ 22nd day of ~~July~~ August, 2019, by and between ALGONQUIN TOWNSHIP ROAD DISTRICT ("*ROAD DISTRICT*") and Charles Lutzow ("*LUTZOW*").

RECITALS

WHEREAS, *ROAD DISTRICT* filed a Complaint against *LUTZOW* entitled, *Algonquin Township Road District v. Charles Lutzow*, in the Circuit Court of the Twenty-Second Judicial Circuit in McHenry County, Illinois, as Case No. 2019 LA 6 (the "*Lawsuit*").

WHEREAS, *LUTZOW* has filed a Motion to Dismiss the Complaint which was granted with leave to re-plead. Plaintiffs re-pled the complaint and Plaintiff has responded to the Motion to Dismiss.

WHEREAS, *ROAD DISTRICT* and *LUTZOW* desire to settle all matters between them with regard to the subject matter of the *Lawsuit* to avoid the cost of protracted litigation and without acknowledging any fault or error by either party and on the terms set forth herein and desire to memorialize the terms of said settlement herein.

WHEREAS, in consideration of the mutual promises and covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, *ROAD DISTRICT* and *LUTZOW* (collectively the "*Parties*" or "*Party*") agree as follows:

1. The recitals set forth above are incorporated herein.
2. Within 30 days from the date of this *Agreement*, the Defendant shall cause to be renamed all deposit accounts of *ROAD DISTRICT* monies into accounts to be held in the name of the *ROAD DISTRICT* as allowed in the order attached hereto as Exhibit A. to either: A) Algonquin Township Road District, Road and Bridge Fund, or B) Algonquin Township Road District, Equipment and Building Fund, and shall provide *ROAD DISTRICT* with copies of the paperwork associated with those renamings no later than September 23, 2019 in courtroom 201 at 9:00 AM.

3. The Lawsuit is continued to AugustSeptember 459, 2019 for status on compliancepleadings. LUTZOW's Motion to Dismiss, currently set for hearing on July 17, 219 at 9:00 AM in courtroom 201 before Judge Meyer shall be stricken and continued for status to August 15, 2019 at 9:00 AM in courtroom 201 The Parties intend for this matter to settle. Lutzow need not answer or otherwise plead until October 1, 2019 to facilitate the settlement and avoid needless litigation costs.

4. —IfUpon LUTZOW has complied with the terms of paragraph #2 stated herein, the ROAD DISTRICT shall enter an Order dismissing with prejudice 19 LA 6, the Lawsuit, depositing all funds of the Road District into an account naming the depositor as "Algonquin Township Road District" thus set forth e parties shall enter therein the order attached hereto as Exhibit B.

5.4. Effective upon the entry of the Order shown in Exhibit B

5. LUTZOW, or himself and his respective heirs, executors, administrators, and assigns does hereby remise, release, and forever discharge ROAD DISTRICT, and its successors and assigns, its attorneys of and from any and all actions, claims, demands, causes, and suits, arising out of or related in any way to the facts alleged in the Lawsuit, arising at law or in equity, whether existing now or which become evident in the future, which he may had or have against ROAD DISTRICT or and its successors and assigns, its attorneys, arising out of or related in any way to the facts alleged in the Lawsuit, or with respect to any claim which could have been asserted by LUTZOW, which relates in any way, to any transactions complained of by the ROAD DISTRICT in this Lawsuit, arising out of or related in any way to the facts alleged in the Lawsuit.

6. —

6. Upon LUTZOW complying with Paragraph #2 stated herein, the text of the order in Exhibit A, ROAD DISTRICT its agents, employees, assign(s), including but not limited to Andrew Gasser and his respective heirs, executors, administrators, and assign(s) do hereby remise, release, and forever discharge LUTZOW, and his successors and assigns, his attorneys of and from any and all actions, claims, demands, causes, and suits, arising at law or in equity, whether existing now or in the future, which ROAD DISTRICT its agents, employees, assign, including but not limited to Andrew Gasser and his respective heirs, executors, administrators,

and assigns may had or have against LUTZOW or his successors and assigns and his attorneys, arising out of or related in any way to the facts alleged in the Lawsuit, or with respect to any claim which could have been asserted by ROAD DISTRICT its agents, employees, assign, including but not limited to Andrew Gasser and his respective heirs, executors, administrators, and assigns against LUTZOW, which relates in any way, to any transactions complained of by the ROAD DISTRICT.

~~7. — the Road District, and its successors, respective administrators, and assigns does hereby remise, release, and forever discharge LUTZOW, and his attorney, Philip Prossnitz of and from any and all actions, claims, demands, causes, and suits, arising at law or in equity, whether existing now or in the future, which he may had or have against ROAD DISTRICT or and its successors and assigns, its attorneys, arising out of or related in any way to the facts alleged in the Lawsuit, or with respect to any claim which could have been asserted by LUTZOW, which relates in any way, to the lawsuit.~~

~~8.7.~~ The consents, releases, waivers, and acknowledgments of LUTZOW and the ROAD DISTRICT in this Agreement shall survive the termination or expiration of this Agreement for any reason.

~~9.8.~~ This Terms of this Agreement is a full and final integration of all the terms of the Settlement Agreement and Mutual Release Between the Parties and no other the agreement, communication or discussion, either directly or indirectly, is being relied upon by either party to this agreement and this Agreement which supersedes all prior agreements, statements, understandings, terms, conditions, negotiations and/or representations, whether written or oral, direct or indirect, made by the Parties, in any way or manner, unless specifically stated in writing within the “four-corners” of this document. This Settlement Agreement and Mutual Release Between the Parties is intended to be, without insinuation or acknowledgment of fault or responsibility by any party, a full and complete compromise ~~compromise of all past, present, and~~ future controversies between and among the Parties hereto with respect to the Lawsuit as stated herein.

~~10.9.~~ This Agreement shall be binding upon ROAD DISTRICT, its directors, officers, employees, agents, successors, and assigns and upon LUTZOW and his respective heirs, executors, administrators, and assigns.

~~11.10.~~ The Parties each acknowledge: (a) that they have carefully read this Agreement and fully understand its intent and meaning; (b) that they have had the opportunity to have this Agreement explained to them by competent legal counsel of their own choice and that they understand its legal consequences; (c) that they agree to all the terms of this Agreement; and (d) that they KNOWINGLY and VOLUNTARILY enter into this Agreement without duress and agree to comply with its terms and conditions.

~~12.11.~~ The Parties agree to bear their own costs and attorneys' fees as part of this Agreement.

~~13.~~—This Agreement shall be governed by and construed and enforced in accordance with the ~~internal~~ laws of the State of Illinois.

~~14.12.~~ This Agreement contains the entire agreements and understanding between the parties concerning the matters covered by this Agreement, and supersede all prior and contemporaneous agreements, statements, understandings, terms, conditions, negotiations, representations, and warranties, whether written or oral, made by the Parties concerning the matters covered by this Agreement.

~~15.13.~~ Time is of the essence with respect to each provision of this Agreement.

~~16.14.~~ If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such terms and provisions of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

~~17.15.~~ This Agreement shall be construed without regard to the Party or Parties responsible for its preparation and shall be deemed as having been prepared jointly by the Parties. Any ambiguity or uncertainty existing herein shall not be interpreted or construed against any Party.

~~18.16.~~ This Agreement must be executed in whole. ~~ay be executed in any number of counterparts so long as each signatory hereto executes at least one such counterpart. Each such counterpart shall constitute one original, but all such counterparts taken together shall constitute one and the same instrument.~~—A signature hereto sent or delivered by facsimile or other

electronic transmission (including, without limitation, via .pdf) shall be as legally binding and enforceable as a signed original for all purposes.

~~19. — LUTZOW acknowledges and agrees that the execution and performance of this Agreement shall not create any obligations on the part of ROAD-DISTRCT to third parties that have claims of any kind whatsoever against LUTZOW and ROAD-DISTRCT does not assume or agree to discharge any liabilities.~~

~~17. — The Parties irrevocably waive any right to trial by jury, but not by a judge, in any action, suit, counterclaim, or proceeding (a) to enforce or defend any rights or obligations arising from language as stated within the “four-corners” of this under or in connection with this Agreement or any amendment, instrument, documents, or agreement delivered or which may in the future be delivered in connection herewith; or (b) arising from any dispute or controversy in connection with or related to this Agreement or any such amendment, instrument, document, or agreement, and agree that any such action, suit, counterclaim, or proceeding shall be tried before a court and not before a jury.~~

~~1. —~~

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth on the first page hereof.



CHARLES LUTZOW

STATE OF ILLINOIS

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) SS.
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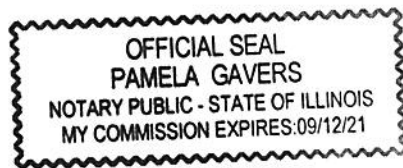
COUNTY OF MCHENRY

I, Pamela Gavers, a Notary Public in and for the said County in the State aforesaid, DO
HEREBY CERTIFY that CHARLES LUTZOW, 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 she signed and delivered the said instrument as her own free and voluntary act
for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23 rd day of August~~July~~, 2019.



Notary Public



ALGONQUIN TOWNSHIP ROAD DISTRICT

COUNTY OF MCHENRY

) SS.

GIVEN under my hand and notarial seal this ____th day of July~~August~~, 2019.

Notary Public