

**WAIVER AND RELEASE OF ALL CLAIMS AND RETURN OF VILLAGE
PROPERTY**

This WAIVER AND RELEASE OF ALL CLAIMS (this "Release") is made effective as of this 29th day of JUNE, 2016 (the "Effective Date"), by and between the Village of Stickney, Illinois, an Illinois municipal corporation, (the "Village") and Sokol Stickney, an Illinois not-for-profit corporation ("Sokol"). (together, the Village and the Sokol may, for convenience only, be hereinafter referred to as the "Parties" and each individually as a "Party").

WHEREAS, the Parties previously entered into an agreement entitled An Agreement Between the Village of Stickney and Sokol Stickney, A Not-For-Profit Corporation, dated November 11, 2012, and all exhibits thereto (the "Original Agreement"), which is attached hereto; and

WHEREAS, pursuant to Section 7 of the Original Agreement, Sokol agreed to remodel and repair the downstairs and bar area of the Village's Recreation Center (the "Center" or the "Property") to its original condition at Sokol's own expense (the "Repairs"); and

WHEREAS, the Parties hereby acknowledge that Village extended the time period for Sokol to complete the Repairs through January 30, 2016 (the "Extension"); and

WHEREAS, the Parties acknowledge that the Repairs have not been completed as of the expiration of the Extension; and

WHEREAS, Sokol hereby agrees and acknowledges that its failure to complete the Repairs within the time period of the Extension constitutes a default under the Original Agreement, as was evidenced by the voluntarily relinquishment of building permits issued to Sokol for the Repairs at the Village's public meeting held on January 19, 2016; and

WHEREAS, this document serves as notice of default and intent to evict under the Original Agreement; and

WHEREAS, as set forth herein, this acknowledgement serves as notice and receipt of the notice of default and intent to evict, and Sokol hereby expressly waives any additional notice(s) to which it might otherwise be entitled; and

WHEREAS, the Parties hereby acknowledge that Sokol performs valuable services for the residents of the Village, including providing programs for school-aged children; and

WHEREAS, Sokol's programs for the 2015-2016 year will conclude on or before June 30, 2016; and

WHEREAS, the Parties have agreed to terminate the Original Agreement as of the Effective Date; and

WHEREAS, in order to allow Sokol to continue to provide valuable services to the community, the Village will allow Sokol to continue to utilize the Center, subject to the terms of this Release, until August 31, 2016; and

WHEREAS, based on the foregoing, the Parties have concluded that it is in the best interest of the Parties to enter into this Release.

1. RECITALS. The recitals stated above are an integral part of this Release and are incorporated into this Release by reference and made a part hereof.

2. CONTINUED USE BY SOKOL UNTIL AUGUST 31, 2016: For and in consideration of the termination of the Original Agreement and the cessation of the obligations, terms and conditions thereunder, the Village shall allow Sokol to utilize the Center for the until August 31, 2016 subject to the following conditions:

a. Sokol shall have the right to utilize the Center for three (3) nights a week, specifically Tuesday, Wednesday and Thursday from 5:00 p.m. to 10:00 p.m. until August 31, 2016.

b. Sokol must notify the Village in writing five (5) business days in advance if Sokol plans not to utilize its allotted days or times.

c. Sokol shall provide the Village with a calendar of its events and its class and/or activity schedule at a mutually agreeable time.

d. If any Sokol event has over seventy-five (75) individuals in attendance, Stickney Police security will be required. If attendance is between seventy-five (75) and one hundred (100) guests, then one (1) Stickney Police Officer paid by Sokol at the rate of \$25.00 per hour is required. If over one hundred (100) guests will attend any Sokol event, Sokol must engage two (2) Stickney Police Officers who shall be paid by Sokol at the rate of \$25.00 per hour.

g. Sokol hereby agrees and acknowledges that it shall not transfer, lease, sublet, assign, mortgage pledge or encumber this Release or the Property, in whole or in part, or permit the Property to be used or occupied by any other party, apart from Sokol's directors, employees, officials, guests, students or invitees.

2. RELEASE BY SOKOL. For and in consideration of the termination of the Original Agreement and the cessation of the obligations, terms and conditions thereunder and the continued use of the Center until August 31, 2016, Sokol, for itself and on behalf of its members, employees, directors, officers and agents, hereby releases, waives, discharges and covenants not to sue the Village or the Village's past and present officials (whether

elected or appointed), trustees, directors, employees, agents, officers, servants, representatives, attorneys, independent contractors, insurers, volunteers, successors or predecessors and any other party in any way related to the Village or any Village Department (collectively, the "Released Parties") of, from and for any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, injuries, deaths, costs and expenses, (including reasonable attorneys' fees and court costs) and damages (whether actual or punitive) that occurred or are alleged to have occurred in whole or in part in connection with the Original Agreement, Sokol's use of Village property, Sokol's eviction from the Property, this Release and the intentional or unintentional acts or omissions of the Released Parties stemming from Sokol's use of Village Property, including the condition thereof (collectively, the "Claims").

3. RELEASE BY VILLAGE. The Village shall waive all claims or causes of action against Sokol arising out of the non-performance of obligations under the terms and conditions of the Original Agreement conditioned upon the return of the Property pursuant to Section 4 as set forth herein on or before August 31, 2016. ~~The Village shall~~ ^{RTV} further waive all claims or causes of action available under the Forcible Entry and Detainer Act (735 ILCS 5/9-101 et seq.) conditioned upon the return of the Property pursuant to Section 4 on or before August 31, 2016 as set forth herein. By entering into this Release, the Village does not waive any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.).

4. RETURN OF PROPERTY. Sokol hereby covenants to return possession of the Property and all permanent fixtures located thereon, in broom clean condition, and all keys for the Property to agents of the Village on or before August 31, 2016. The failure to perform all obligations under this Section 4 shall constitute a material default of this Release.

5. PROPERTY; DEFAULT; WAIVER. The Parties have discussed Sokol timeline for programming and the date of termination and the leasehold estate with the Village. In accordance with the foregoing, the Parties agree as follows, in the event that Sokol fails to return possession of the Property to the Village as set forth in Section 4 of this Release or fails to perform any other obligation set forth in this Release:

a. Sokol, to the fullest extent permitted by law, hereby waives any and all claims, interests or rights to the Property and shall in no event contest any action brought by the Village to remove Sokol from the Property, including, but not limited to, a cause of action under the Forcible Entry and Detainer Act (735 ILCS 5/9-101 et seq.); and

b. Sokol hereby confesses judgement in accordance with 735 ILCS 5/2-1301, and shall execute any and all necessary documentation required for the Village to obtain an order of possession for the Property; and

c. Sokol, hereby waives any and all notice provisions as required under the Forcible Entry and Detainer Act (735 ILCS 5/9-101 et seq.) and 735 ILCS 5/2-1301.

In accordance with the foregoing and if so requested by the Village, Sokol shall execute any and all documentation required for the removal of Sokol from the Property, including, but not limited to, any documents necessary for the Village to obtain an order of possession. The Village shall further be entitled to remove Sokol and its personal property from the Property in the event that Sokol fails to return possession of the Property to the Village as set forth in Section 4 of this Release.

6. INDEMNIFICATION. To the fullest extent permitted by law, Sokol agrees to and shall defend, indemnify and hold harmless the Released Parties of, from and against the Claims. In the event that the Sokol fails to return possession of the Property to the Village pursuant to Section 4 and the Village elects to pursue an eviction action or any other suit to protect its interests in the Property, Sokol shall indemnify the Village for any and all attorneys fees and costs for said legal action.

7. REMEDIES; TERMINATION. In addition to any and all other rights a Party may have available according to law, if Sokol defaults by failing to substantially perform any provision, term or condition of this Release, the Village may terminate this Release by providing written notice to Sokol. This notice shall describe with sufficient detail the nature of the default. The Party receiving such notice shall have fifteen (15) calendar days from the effective date of such notice to cure the default(s). Unless waived by the Party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Release.

8. ENTIRETY AND BINDING EFFECT. This Release contains the entire agreement between the Parties respecting the matters set forth herein and supersedes all prior agreements between the Parties hereto respecting such matters, if any.

9. NOTICE. Unless otherwise specified herein, notices must be in writing and are validly given and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To the Village:

The Village of Stickney, Illinois
Attn:
6533 Pershing Road
Stickney, Illinois 60402
Phone: (708)749-4400
Fax: (708) 749-4451

With a copy to:

Del Galdo Law Group, LLC

Attn: Michael T. Del Galdo/ Jessica R. Fese
1441 S. Harlem Avenue
Berwyn, Illinois 60402
Phone: (708) 222-7000
Fax: (708) 222-7001

To Sokol:

Phone:
Fax:

10. COUNTERPARTS AND FACSIMILE. This Release may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Release and transmitted by facsimile shall have the same effect as an original signature.

11. MISCELLANEOUS. Sokol further acknowledges that the individual executing this Release on Sokol's behalf or Sokol's authorized representative: (a) reads and understands English and has carefully read the contents of this Release; (b) is competent, of lawful age and has legal authority to enter into this Release; (c) has not been given any promise or inducement to sign this Release; (d) understands that this Release is intended as a complete waiver and release in favor of the Released Parties; (e) assumes full responsibility for any damage, injury, or loss that occurs or is alleged to have occurred as a result of Sokol's use of the Property or any violation of this Release; and (f) has signed this Release as Sokol's free and voluntary act.

12. SEVERABILITY. If at any time subsequent to the date hereof any provisions of this Release shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provisions of this Release.

13. ENTIRE AGREEMENT. The Revised Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not contained herein or in the Original Agreement shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by authorized representatives of each Party.

THE PARTIES TO THIS RELEASE HAVE READ THE FOREGOING RELEASE IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Release to be executed as of the later date written below.

Executed:

An Authorized Representative of the Village of Stickney, Illinois

Richard T. Vacheta

An Authorized Representative of Sokol Stickney

Date

6/29/2016

Date