

RELEASE AND HOLD HARMLESS AGREEMENT

This Release and Hold Harmless Agreement (the "Agreement") is executed as of this ____ day of _____, 2019, by Taylor C. Nischan ("Nischan"), in favor of the Village of Romeoville, its Police Department, and its elected and appointed officials, officers, employees, and agents (collectively hereinafter referred to as "Village")

WHEREAS, Village, through its Police Department, on or about June 28, 1990 and June 30, 1990, took possession of the sum of \$30,470.00 in U.S. currency (the "Funds") from James Gerald Ivan ("Ivan") for safekeeping purposes during the course of a criminal investigation, and continues to possess the said sum for safekeeping purposes as of the date first above named; and

WHEREAS, Ivan died intestate on November 25, 2002; and

WHEREAS, Ivan was survived by two heirs at law, Melissa Joy Tracy ("Tracy") and Nischan; and

WHEREAS, as of the date first above named Village has received a disclaimer from Tracy (the "Disclaimer"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, pursuant to the Disclaimer, Tracy has disclaimed, waived and relinquished any interest or claim whatsoever in and to the Funds; and

WHEREAS, by virtue of the Disclaimer, Nischan is the sole present heir at law who possesses any right, title or interest in and to the estate of Ivan, specifically including the Funds; and

WHEREAS, Nischan represents herein to the Village that she desires to receive payment of the Funds from the Village pursuant to the terms and conditions of this Agreement, and in connection therewith, to release and hold harmless the Village of and from any and all claims whatsoever pertaining in any way to the Funds.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and covenants contained herein, Nischan agrees as follows:

1. Recitals. The foregoing recitals are incorporated into this Agreement as if fully set forth herein.

2. Payment of Funds by Village. Upon her receipt from the Village of an amount of money equal to the amount of the Funds, Nischan shall accept the same as full and complete payment and settlement of any and all claims, of whatever nature or kind, that she now has, has ever had or may ever have in the future for the payment of money from the Village relating to its acquisition, possession and retention of the Funds, including but expressly not limited to any

claims asserting that the Village had a duty to invest the funds in a manner that earned interest or other income, or that the Village is in any way liable to Nischan for the interest or other income that could have been earned by the Funds had the same been in a manner that earned interest or other income. Nischan further acknowledges that by signing this Agreement and accepting the payment from the Village contemplated herein, she intends to become fully bound by the terms of this Agreement, and that her receipt and retention of the payment from the Village contemplated herein shall be subject to her continuing and ongoing compliance with the terms hereof.

3. Release and Hold Harmless. Upon Nischan's receipt of the payment contemplated by Section 2 of this Agreement, Nischan shall fully and unconditionally release, indemnify, defend and hold harmless the Village of and from any and all liabilities, actions, causes of action, liens or any and all other claims of any nature or kind whatsoever (collectively "Claims") arising from, founded upon or related in any way, in whole or in part, to the Village's payment to Nischan as contemplated by Section 2 of this Agreement or the Village's acquisition, possession and retention of the Funds asserted by any person or entity other than Nischan, including but expressly not limited to any claims brought or asserted by Tracy, or by Georgeann L. Iovino or her successor, acting in her capacity as administrator of the estate of Genice T. Nischan Ivan in Will County, Illinois Case No. 90 PE 10332, or in her capacity as administrator of the Estate of Genice T. Nischan Ivan in Will County, Illinois Case No. 95 L 7976.

4. Miscellaneous.

- A. Nischan acknowledges that she has no agreement or understanding with the Village concerning the Funds or any of the matters contained herein other than as set forth in this Agreement, and that this Agreement supersedes any and all other agreements or negotiations which she may have had with the Village concerning the subject matter hereof.
- B. Nischan acknowledges that she has had the opportunity to consult with an attorney of her choosing concerning the matters referenced within this Agreement, that she is signing it freely and voluntarily, that in signing this Agreement she has not relied upon any matter or representation not contained within this Agreement and that she has read and fully understands this Agreement and the effect of its provisions.
- C. Nischan acknowledges that she intends that this Agreement shall be construed in accordance with the laws of the State of Illinois, excluding the conflicts of laws provisions thereof, and agrees that the sole and exclusive venue for any future litigation concerning any matter referenced within this Agreement shall be the Circuit Court for the 12th Judicial Circuit, Will County, Illinois.
- D. Nischan acknowledges that the Village shall be entitled to fully rely on her execution of this Agreement in making the payment to Nischan contemplated by Section 2 of this Agreement.

IN WITNESS WHEREOF, the undersigned has set her hand and seal this _____ day of _____, 2019

“Nischan”

Taylor C. Nischan

STATE OF _____)
) SS
COUNTY OF _____)

I, _____, a notary public in and for said County and State, certify that Taylor C. Nischan, personally known to me to be the same, and whose name is hereinabove subscribed to this instrument, appeared before me this day in person and severally acknowledged before me that she signed and delivered said instrument pursuant to her lawful authority, as her free and voluntary act and for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2019.

Notary Public