

RESOLUTION 07-2010

Exhibit A

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release between the Village of Commercial Point, Ohio, an Ohio municipal corporation (“Village”), and Richard Talbott (“Owner”), is made as of the dates indicated below under the following circumstances:

WHEREAS, Village and Owner previously entered into certain agreements related to the provision of utilities by the Village to Genoa Crossing, a development owned by Owner; and

WHEREAS, Owner does not currently use all of the water and sewer taps previously purchased; and

WHEREAS, disputes have arisen between the Village and Owner relating to Owner’s obligations to the Village for water taps, sewer taps, monthly water fees, and related charges; and

WHEREAS, the Village and Owner desire to fully resolve the disputes and compromise and settle all claims, demands, liabilities, damages, actions, and causes of action existing between and among them with respect to the Genoa Crossing Development only.

NOW, THEREFORE, in consideration of the mutual covenants and considerations set forth below, the adequacy of which is hereby acknowledged, it is agreed as follows:

1. Village agrees to repurchase 207 water taps and the water master meter from Owner for \$403,900.00. Owner agrees to purchase the 27 water taps that currently are in use for \$82,000.00. Owner agrees to purchase the 27 sewer taps that currently are in use for \$40,500.00. These agreements will result in a net payment from the Village to Owner in the amount of \$281,400.00.

2. Village further agrees to cease billing Owner for unused sewer taps at \$4,860.00 per month and for a minimum monthly water fee at \$2,340.29 per month and to write off Owner’s outstanding bill for unused sewer taps, minimum monthly water fees, and late charges, as of the effective date of this Settlement Agreement and General Release.

3. The parties agree that the payment set forth herein constitutes full payment and satisfaction of all claims related to Owner’s obligations to the Village for water taps, sewer taps, monthly water fees, and related charges. Therefore, in consideration of the payment set forth above, as well as the parties’ mutual interest in settling their disputes and the other considerations set forth herein, Owner hereby releases the Village and the Village’s successors, affiliates, agents, officers, officials, employees, attorneys, Mayor, and Council from any and all claims, causes of action, damages, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, judgments, executions, demands, or sanctions of whatsoever kind or nature (in law or in equity) which Owner ever had, or now has, or may have, whether now known or unknown, against the Village related to any of claims asserted or which could have been asserted by Owner in relation to these disputes.

4. Further, in consideration of the promises set forth above, as well as the parties’ mutual interest in settling their disputes and the other considerations set forth herein, the Village hereby releases Owner and his heirs, administrators, executors, successors, and assigns from any and all claims, causes of action, damages, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, judgments,

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executions, demands, or sanctions of whatsoever kind or nature (in law or in equity) which the Village ever had, or now has, or may have, whether now known or unknown, against Owner related to any of claims asserted or which could have been asserted by the Village in relation to these disputes.

5. This Settlement Agreement and General Release shall be binding upon and inure to the benefit of the parties hereto together with their heirs, administrators, executors, successors, and assigns.

6. If the facts with respect to this Settlement Agreement and General Release as executed are found to be other than or different from the facts in that regard now believed to be true, the Village and Owner expressly agree, accept, and assume the risk of the possible difference in facts and agree that this Settlement Agreement and General Release shall be and remain effective notwithstanding such difference.

7. It is further acknowledged that this Settlement Agreement and General Release is the compromise of doubtful and disputed claims, and that the payment made and accepted is not to be construed as an admission of any kind by any party. By entering into this Settlement Agreement and General Release, the parties intend merely to avoid the expense of litigation and to resolve their dispute by mutual agreement.

8. Except as expressly set forth herein, the Village and Owner represent and acknowledge that in executing this Settlement Agreement and General Release, they did not rely and have not relied upon any representation or statement made by each other or by any other agents, representatives, or attorneys for each other with respect to the subject matter, basis, or effect of this Settlement Agreement and General Release.

9. Each party acknowledges that they have read this Settlement Agreement and General Release in its entirety and have thoroughly discussed all aspects of it with their attorneys, and that their agreement to all of its provisions is made freely, voluntarily, and with full knowledge and understanding of its content.

10. Village and Owner hereby represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement and General Release, except as otherwise set forth herein, that the Village and Owner have the sole right and exclusive authority to execute this Settlement Agreement and General Release, and that the Village and Owner have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or other causes of action referred to in this Settlement Agreement and General Release.

11. The Settlement Agreement and General Release sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings, whether oral or written, among the parties pertaining to the subject matter hereof.

12. This Settlement Agreement and General Release may be executed in counterparts.

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IN WITNESS WHEREOF, we have set our hand this _____ day of _____, 2010.

Village of Commercial Point, Ohio _____

By (Printed Name): _____

Its: _____

Date: _____

Signed and executed before me this _____ day of _____, 2010.

Notary Public

Richard Talbott _____

Date: _____

Signed and executed before me this _____ day of _____, 2010.

Notary Public