

# Exhibit "A"

## RELEASE OF ALL CLAIMS AND DEMANDS

This Release and Settlement Agreement entered into this 11<sup>TH</sup> day of February, 2024 by and between **Matthew Melis** and **Evanne Juratovac** (hereinafter "Plaintiffs") and **City of Olmsted Falls, Ohio, City of Olmsted Falls Building Department, City of Olmsted Falls Planning and Zoning Commission, Olmsted Falls City Council, and City of Olmsted Falls Shade Tree Commission only** (hereinafter "Releasees") is to evidence the following understanding and agreements.

### W I T N E S S E T H:

**WHEREAS**, Plaintiffs filed a Complaint styled *State of Ohio Ex Rel Matthew Melis, et al. v. City of Olmsted Falls, Ohio, et al.*, being in the Cuyahoga County, Case No. CV21950006, alleging that the City failed to properly enforce its codified ordinances related to tree preservation and management; and

**WHEREAS**, Releasees have denied Plaintiffs' allegations by asserting both procedural and substantive affirmative defenses in reply to the aforesaid allegations; and

**WHEREAS**, all parties hereto, desire to settle and forever resolve the claims of Plaintiffs against Releasees only on the terms and conditions herein set forth; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Releasees shall transfer certain real property from Cuyahoga County Parcel No. 281-06-007 owned by the Village of Olmsted Falls to Plaintiffs in the form of a warranty deed or limited warranty deed to **Matthew Melis** and **Evanne Juratovac**, the receipt and sufficiency of such consideration being hereby acknowledged, the undersigned hereby release and forever discharge the Releasees, their heirs, executors, administrators, representatives, successors, assignees or beneficiaries, and any and all persons, firms, associations, officers, subsidiaries,

agents, employees, successors and assigns, including, but not limited to, insurers who are or may ever become liable to the undersigned, for any and all liability, negligence, claims, demands, damages, actions, liens, promises, trespasses, judgments, executions, debts, accounting, and causes of action of every kind, including any claim for interest on this settlement or any claim for attorney fees, known or unknown, arising out of or in any way connected with the occurrence out of which it is claimed the undersigned suffered injury and/or damages as a result of any actions on the part of any of the Releasees, including but not limited to an occurrence on or about September, 2020 as well as any and all actions which are, or could have been, the subject matter of the Complaint filed in Cuyahoga County Court of Common Pleas against the Releasee.

2. The City will also allow Plaintiff Melis one time access, which can extend over multiple days, to the transferred parcel from and by the City's parking lot in the adjacent park. Once Plaintiff Melis is done with the work, he shall notify the City and the fence will be placed as the parties agreed. Plaintiff Melis agrees to be responsible for any damage that may occur to the parking lot or grass area between the parking lot and the transferred parcel.

3. Any and all attorney fees and/or costs incurred by Plaintiffs or on behalf of them, will be paid solely by Plaintiffs.

4. Plaintiffs agree to forever discharge **City of Olmsted Falls, Ohio, City of Olmsted Falls Building Department, City of Olmsted Falls Planning and Zoning Commission, Olmsted Falls City Council, City of Olmsted Falls Shade Tree Commission** only (including all elected and appointed officials and current and former employees in their individual and official capacities) and Releases agree to forever discharge Plaintiffs, and all of each-others' affiliates, and each of their officers, directors, employees, successors and assigns and together with their employees, volunteers, employers, principals, agents, insurers, attorneys,

officers, directors, predecessors, subsidiaries, affiliates, successors, and assigns (hereinafter collectively referred to as the Releasees).

5. It is further understood and agreed that by offering the aforesaid consideration, the Releasees do not admit any violation of law, liability, or invasion of any rights and that any such violation or liability is expressly denied by the Releasees.

6. The consideration provided herein is made entirely for the purposes of settling a dispute, to settle and extinguish all actions, causes of action, suits, proceedings, damages, claims and rights which the undersigned had or may have against the Releasees only.

7. The undersigned also understand and agree that the consideration contained in this Release and Settlement Agreement is the sole and only consideration for this Release and Settlement Agreement and that no representations, promises or inducements have been made by the Releasees other than as appear in this instrument.

8. The undersigned also declare and acknowledge that they have been represented by counsel concerning this matter, that they have read this Release and Settlement Agreement, and that they fully understand its terms and voluntarily accept this consideration for purposes of making a full and complete compromise, adjustment and settlement of all claims and potential damages against the Releasees.

9. Further, also in consideration of the payment of the aforesaid sum, Plaintiffs warrant, covenant, and attest that Plaintiffs have not been put on notice by any attorney, government unit or agencies or any insurance company of any lien or rights of subrogation because of legal services or the payment of any of my medical and/or hospital expenses. Plaintiffs further warrant, covenant and agree that, if any such subrogated claims and/or liens are made by any attorney, governmental unit or agencies or any insurance company, Plaintiffs will

reimburse said attorney, governmental unit or agencies and/or insurance company in full and that those liens or claims are the Plaintiffs sole responsibility and are not in any way the responsibility of the parties herein released. Plaintiffs further covenant, warrant, and agree that Plaintiffs will indemnify and hold harmless the parties herein released from any liability, settlement judgments, litigation expenses, including attorney's fees and court costs, incurred by them, in defending any claims by any attorney, governmental units or agencies and/or insurance companies asserting such liens and/or subrogated rights.

**IN WITNESS WHEREOF**, We have hereunto set our hands this 11<sup>TH</sup> day of February,

2024.

James M Green  
WITNESS

Foreana Green  
WITNESS

James M Green  
WITNESS

Foreana Green  
WITNESS

Matthew Melis  
MATTHEW MELIS

Evanne Juratovac  
EVANNE JURATOVAC

**CITY OF OLMSTED FALLS (RELEASES)**

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WITNESS

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WITNESS

By: \_\_\_\_\_

Their: \_\_\_\_\_