

## **MUTUAL RELEASE OF ALL CLAIMS**

This Mutual Release of All Claims (hereinafter the "Agreement") is by and between \_\_\_\_\_ its owners, shareholders, members, officers, managers, affiliates, employees and any and all other individuals and related entities (collectively, hereinafter, "DEVELOPER"), and the City of Gahanna, an Ohio municipal corporation ("CITY"); sometimes DEVELOPER, and CITY referred to individually as a "Party" or collectively herein referred to as the "Parties".

### **SECTION ONE: PRELIMINARY STATEMENTS**

WHEREAS, DEVELOPER owns real property known as \_\_\_\_\_ (the "Property").

WHEREAS, the CITY through a right-of-entry placed excavated and stockpile material ("Excavated Material") on the Property and agreed to the removal of such Excavated Materials from the Property.

WHEREAS, DEVELOPER'S agent cut down trees ("Trees") in violation of City Ordinance.

WHEREAS, DEVELOPER, pursuant to City Ordinance, paid various permits, fees, and easements to the CITY ("Fees").

WHEREAS, DEVELOPER claims that CITY owes DEVELOPER compensation for placement of the Excavated Material on the Property and improper levy of the Fees ("Developer Allegations") which CITY denies.\_

WHEREAS, CITY claims DEVELOPER owes fines for the improper removal of the Trees in violation of City Ordinances ("City Allegations), which DEVELOPER denies.

WHEREAS, a dispute has arisen between the Parties as to the Trees, Excavated Material, Fees, Developer Allegations and City Allegations.

WHEREAS, the Parties desire to settle and release all matters pertaining to Property, Fees, Trees, Excavated Material, Developer Allegations and City Allegations, which were or could have been asserted by the Parties, the Account Balance, the Lawsuit and/or ALL OTHER MATTERS, KNOWN OR UNKNOWN, BETWEEN AND AMONG THEM RELATED THERETO (collectively, the "Settled Matters").

## **SECTION TWO: COVENANTS**

**NOW, THEREFORE**, in consideration of this Agreement, and in consideration of the promises as delineated in the foregoing Preliminary Statements, which are hereby incorporated herein, and other valuable consideration given, the Parties hereto intending to be legally bound, agree to the following terms and conditions.

1. In consideration of CITY'S payment of \$110,000.00 (the "Settlement Funds") to DEVELOPER via check made payable to "\*\*\*\*\*" within ten (10) days of receipt of this Agreement signed by the Parties, each and every Party **FOREVER RELEASES AND DISCHARGES** all of the other Parties from all rights, claims, disputes, liabilities, debts, rights, interests, causes of action, accounts, contracts and agreements of any kind whatsoever, in law or at equity, that each Party has or may claim to have against the other Parties pertaining to Settled Matters from the beginning of the world to the date that this Agreement is executed.

2. The Parties agree to keep all aspects of this Agreement confidential and will not discuss, disclose, communicate or in any other manner relate any aspect of this Agreement to any third party, company, corporation, media or individual, except that any Party may share this Agreement with their accountants, legal counsel, auditors or examiners/regulators as necessary, or as required by law or court order, provided that any such party to whom such information is revealed shall have a similar duty to keep such information confidential.

3. This Agreement is a compromise and is intended and shall never be treated as an admission of liability, guilt, or wrongdoing by any Party.

4. Each Party agrees to be entirely responsible for their own expenses pertaining to this Agreement.

5. The Parties understand and acknowledge the significance and consequence of such specific intention to release all claims and hereby assume full responsibility for their own respective damages, losses, and liability that they may hereafter incur.

6. Each and every Party to this Agreement further agrees that they have carefully read the foregoing Mutual Release of All Claims and that they have had ample time and opportunity to discuss the terms and contents of this Agreement with an attorney, understand the contents of this Agreement, and sign the same as their free and voluntary act.

7. This Agreement constitutes the entire understanding between the Parties concerning the matters covered herein. There are no other covenants, promises, agreements, conditions or understandings, either oral or written, relating to this Agreement. This Agreement may not be

modified, altered or changed except by written agreement signed by all Parties in a writing that specifically refers to this Agreement. In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, those provisions shall be severable from the remainder of this Agreement which shall continue in full force and effect.

8. In regard to any Party to this Agreement which is a business entity, each individual executing this Agreement on behalf of said entity represents and warrants that he or she has full authority to sign on said entity's behalf and that this Agreement binds the entity.

9. This Agreement may be executed in one or more counterparts, each of which, when executed by the parties, shall be deemed an original and all of which shall be deemed the Agreement.

10. All questions governing the construction, validity and enforcement, or otherwise, of this Agreement shall be judged and resolved in accordance with the laws of Ohio, without regard to conflicts of law, the place of contract formation, or the place of performance. Any lawsuit involving or related to this Agreement shall be brought in the Franklin County, Ohio. The Parties expressly consent to personal jurisdiction and venue in this Court.

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Mutual Release of All Claims to be signed as of the date indicated above.

DEVELOPER

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

CITY

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_