

## **SETTLEMENT AGREEMENT**

This Settlement Agreement and Release of All Claims (the “Agreement”) is made by and between Thirty Pines (“Plaintiff”) and Dean A. Young, Trustee; Mary Melinda Morse; David H. Kelling, Trustee; George Faddoul; Alice Goumas; Justin M. McCutcheon; Alberta L. Kelvie; Kathleen L. Eitel; Gregory Bruce Janik; Lisa Heidi Graham; Alissa M. Banyasz; Katrina C. Kelling, Trustee; and Kristin A. Kelling, Trustee (“Defendants”) (collectively, the “Parties”).

WHEREAS, the Parties had or may have certain claims against the other (hereinafter, the “Claims”).

WHEREAS, on or about September 11, 2023, Plaintiff filed a lawsuit in this matter against Defendants to address its claims. That lawsuit was filed in the Summit County Court of Common Pleas and has been assigned case number CV-2023-09-3386 on the docket of Judge Alison Breaux.

WHEREAS, the Parties now desire to fully and completely settle and dispose of any allegations or claims of whatever kind or nature the Parties ever had, or may now have, whether known or unknown, against the other;

NOW THEREFORE BE IT AGREED:

1. Asphalt Driveway.

The Parties agree that Plaintiff will be permitted to add asphalt to the existing Thirty Acres Lane to comply with City of Hudson regulations. In those areas where Thirty Acres Lane is not twelve (12) feet in width, Plaintiff shall widen the roadway within the easement to twelve (12) feet. Plaintiff shall make all reasonable efforts to ensure that the additional asphalt does not adversely impact runoff, including but not limited to leveling the roadway with the existing driveways and ensuring proper drainage where the roadway is widened, if necessary, as determined by an engineer and/or storm water expert.

2. Septic Systems.

The Parties agree that Plaintiff may extend Thirty Acres Lane within the Easement, which is contained in a Quit-Claim Deed dated March 11, 1951 and recorded in volume 2819, pages 134-35, of the Summit County Records, to Plaintiff’s Property commonly known as 48 Thirty Acres, Hudson, Ohio

44236, parcel number 3202680. Plaintiff shall ensure that any septic systems or its parts are not damaged and will reinforce the area around the lateral lines with all reasonable means.

3. Deed Restriction.

The Parties agree that Plaintiff will cause to be recorded in the Summit County records the attached Deed Restriction, Exhibit 1. The intent of the Parties is to maintain the historical and peaceful nature of Thirty Acres Lane by restricting traffic on this road to one (1) single-family residential home.

4. Easement Modification.

The Parties agree that the landscaped island in the middle of Thirty Acres Lane will not be disturbed, and that asphalt will only be placed on the existing roadway except as needed to create a twelve (12) foot wide roadway.

5. Removal of Vegetation.

The Parties agree that Plaintiff will be permitted to remove branches and limbs that were identified by the City of Hudson Fire Department Chief during the walk-through on November 12, 2024 as encroaching on the required clearance.

5 (A). Assurances of Roadway Condition and Repairs

Plaintiff agrees that it will perform all work required by the City of Hudson to improve Thirty Acres Lane in a workmanlike manner and within six (6) months of final approval by the City of Hudson for a single-family residence. Plaintiff further agrees to repair any damage to Thirty Acres Lane during construction until final improvements to the road are completed. Plaintiff further agrees that it will include the requirements of this Agreement in any sale of the Property to make these obligations binding on any future owners.

6. Court Costs for this Litigation. The Parties agree to split the remaining court costs for this litigation.

7. Dismissal of Pending Litigation. Upon full execution of this Settlement Agreement and Release, the Parties' counsel will enter into an Agreed Entry which outlines that a settlement has been

reached and the litigation shall be dismissed, with prejudice. The Parties will agree that the Court retain jurisdiction for purposes of settlement execution and enforcement, if necessary.

8. Acknowledgement of Consideration. The Parties acknowledge that the consideration set forth in this Agreement is solely in exchange for the promises in this Agreement. No promises, consideration, or payment other than that set forth in this Agreement has been made or offered to the Parties.

9. No Liability or Admission of Any Party. The Parties expressly warrant, represent and agree that this Agreement and the terms hereof represent the compromise of disputed claims and that the terms, covenants and payments set forth in this Agreement are not and shall not be used or construed by either party as evidence of an admission of liability by the other with regard to the validity of any allegations, or of each Party's liability with respect to any such claims or allegations, or of any wrongdoing by them whatsoever. In fact, all claims or actions resolved by this Agreement are expressly denied by the other Party. Any payments pursuant to this Agreement are being made in settlement of a disputed claim and are in no manner an admission of liability or wrongdoing as any liability is expressly denied by the Parties. Moreover, this Agreement shall not be offered as evidence by any Party for any purpose in any other litigation or assertion of any claims other than for the purpose of enforcing the terms of the Agreement or as otherwise allowable herein.

10. Breach of Agreement. Each Party hereby expressly warrants, represents, and agrees that this Agreement constitutes a separate and binding contract, as opposed to an accord and satisfaction, and further expressly warrants, represents and agrees that its sole and exclusive remedy as to any claims released herein against the other shall be the performance of this Agreement.

11. Governing Law. The Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

12. Enforcement of Terms. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any such term, covenant or condition, nor shall such failure at any one (1) time or more times be deemed a waiver or relinquishment of any other time or times of any right under the terms, covenants, or conditions hereof. If any provision hereof shall be

determined to be unlawful or improper, or unenforceable for any other reason, the remaining provisions of the Agreement shall remain in full force and effect.

13. Modifications. No modification hereof shall be effective unless the same be in writing duly executed by all Parties hereto, or their heirs, successors or assigns.

14. Effect of Provisions Deemed Invalid or Unenforceable. In the event that, any one (1) or more provisions (or portion thereof) of this Agreement is held to be invalid, unlawful or unenforceable for any reason, the invalid, unlawful or unenforceable provision (or portion thereof) shall be construed or modified so as to provide the Party that the provision benefits with the maximum protection that is valid, lawful and enforceable, consistent with the intent of the Parties in entering into this Agreement. If such provision (or portion thereof) cannot be construed or modified so as to be valid, lawful and enforceable, that provision (or portion thereof) shall be construed as narrowly as possible and shall be severed from the remainder of this Agreement (or provision), and the remainder shall remain in effect and be construed as broadly as possible, as if such invalid, unlawful or unenforceable provision (or portion thereof) had never been contained in this Agreement.

15. Original and Counterparts. The Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one Agreement enforceable and binding upon the undersigned Parties. Electronic and facsimile transmissions of this Agreement shall be deemed originals.

16. Entire Agreement. The Agreement is the complete and entire agreement among the Parties, superseding all prior agreements, oral or written, and all other communications among the Parties relating to the subject matter herein. The Parties understand and acknowledge that this Agreement is made without reliance upon any statement or representation other than those expressly contained herein. The Agreement shall not be subject to any claim of mistake of fact. The Agreement expresses the full and complete settlement of all liability claimed and denied and is intended to avoid continued litigation and to be final and complete.

17. Miscellaneous. Paragraph headings are for reference purposes only and do not affect the interpretation of the Agreement.

18. Acknowledgment of Voluntary Act and Intention to Execute Agreement. Prior to signing this Agreement below, the Parties have carefully read the Agreement and are fully informed of its contents, and that they have had the opportunity to consult with an attorney with reference to same, that they knowingly and voluntarily agree to each and every term contained within the Agreement and to execute the same, and has done so of as their own free act and will, with the legal capacity to do so, being above the age of majority and not under any duress or legal disability.

19. Binding on Successors. The Parties agree that this Agreement shall be binding upon the Parties hereto and upon their respective heirs, successors, assigns, executors, administrators, and subsequent purchasers and transferees.

20. Authority to Enter Into This Agreement. The Parties represent that they have the full power and authority to enter into this Agreement and to perform their obligations hereunder.

**IN WITNESS WHEREOF, the Parties hereby execute the Agreement on the day and year indicated below.**

**PLAINTIFF:**

John Carse  
John Carse (Dec 13, 2024 14:05 EST)

13/12/2024

JOHN CARSE  
For Thirty Pines

Date

**DEFENDANTS:**

DEAN A. YOUNG, TRUSTEE

Date

Mary Melinda Morse 12-12-24  
MARY MELINDA MORSE Date

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**PLAINTIFF:**

John Carse  
John Carse (Dec 13, 2024 14:05 EST)

13/12/2024

JOHN CARSE  
For Thirty Pines

Date

**DEFENDANTS:**

Dean A. Young  
DEAN A. YOUNG, TRUSTEE

Date

12/12/24

MARY MELINDA MORSE

Date

David H. Kelling 12/12/24 by Katrina Kelling POA  
DAVID H. KELLING, TRUSTEE Date

George Faddoul 12/12/24  
GEORGE FADDOUL Date

Alice Goumas Dec. 12 '24  
ALICE GOUMAS Date

\_\_\_\_\_  
JUSTIN M. MCCUTCHEON Date

\_\_\_\_\_  
ALBERTA L. KELVIE Date

Kathleen L. Eitel 12/12/24  
KATHLEEN L. EITEL Date

\_\_\_\_\_  
GREGORY BRUCE JANIK Date

\_\_\_\_\_  
LISA HEIDI GRAHAM Date

Alissa M. Banyasz 12/12/24  
ALISSA M. BANYASZ Date

Katrina C. Kelling 12/12/24  
KATRINA C. KELLING, TRUSTEE Date

\_\_\_\_\_  
KRISTIN A. KELLING, TRUSTEE Date

David H. Kelling 12/12/24 by Katrina Kelling POA  
DAVID H. KELLING, TRUSTEE Date

George Faddoul 12/12/24  
GEORGE FADDOUL Date

Alice Goumas Dec. 12 '24  
ALICE GOUMAS Date

\_\_\_\_\_  
JUSTIN M. MCCUTCHEON Date

Alberta L. Kelvie 12/12/2024  
ALBERTA L. KELVIE Date

Kathleen L. Eitel 12/12/24  
KATHLEEN L. EITEL Date

\_\_\_\_\_  
GREGORY BRUCE JANIK Date

\_\_\_\_\_  
LISA HEIDI GRAHAM Date

Alissa M. Banyasz 12/12/24  
ALISSA M. BANYASZ Date

Katrina C. Kelling 12/12/24  
KATRINA C. KELLING, TRUSTEE Date

\_\_\_\_\_  
KRISTIN A. KELLING, TRUSTEE Date



David H. Kelling 12/12/24 by Katrina Kelling POA  
DAVID H. KELLING, TRUSTEE Date

George Faddoul 12/12/24  
GEORGE FADDOUL Date

Alice Goumas Dec. 12 '24  
ALICE GOUMAS Date

Justin McCutcheon 12 / 12 / 2024  
JUSTIN M. MCCUTCHEON Date

ALBERTA L. KELVIE Date

Kathleen L. Eitel 12/12/24  
KATHLEEN L. EITEL Date

Gregory Bruce Janik 12 / 13 / 2024

GREGORY BRUCE JANIK Date

Lisa Heidi Graham 12 / 12 / 2024

LISA HEIDI GRAHAM Date

Alissa M. Banyasz 12 / 12 / 24  
ALISSA M. BANYASZ Date

Katrina C. Kelling 12/12/24  
KATRINA C. KELLING, TRUSTEE Date

Kristina Kelling 12 / 12 / 2024  
KRISTIN A. KELLING, TRUSTEE Date

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**12 / 12 / 2024**  
18:52:05 UTC

Sent for signature to Justin M. McCutcheon (mccutcheonj@summahealth.org), Gregory Bruce Janik (gregory.b.janik@gmail.com), Lisa Heidi Graham (birdygraham@yahoo.com) and Kristin A. Kelling, Trustee (kristin.kelling@gmail.com) from nensinger@wwklaw.com  
IP: 147.0.227.230



**12 / 12 / 2024**  
18:53:23 UTC

Viewed by Justin M. McCutcheon (mccutcheonj@summahealth.org)  
IP: 40.94.30.191



**12 / 12 / 2024**  
19:01:46 UTC

Signed by Justin M. McCutcheon (mccutcheonj@summahealth.org)  
IP: 199.83.71.170



**12 / 12 / 2024**  
19:14:05 UTC

Viewed by Lisa Heidi Graham (birdygraham@yahoo.com)  
IP: 73.92.207.86

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**12 / 12 / 2024**  
19:15:36 UTC

Signed by Lisa Heidi Graham (birdygraham@yahoo.com)  
IP: 73.92.207.86



**12 / 12 / 2024**  
19:43:32 UTC

Viewed by Kristin A. Kelling, Trustee  
(kristin.kelling@gmail.com)  
IP: 172.58.252.38



**12 / 12 / 2024**  
19:45:13 UTC

Signed by Kristin A. Kelling, Trustee  
(kristin.kelling@gmail.com)  
IP: 172.58.252.38



**12 / 13 / 2024**  
13:28:20 UTC

Viewed by Gregory Bruce Janik (gregory.b.janik@gmail.com)  
IP: 199.83.73.20



**12 / 13 / 2024**  
13:32:44 UTC

Signed by Gregory Bruce Janik (gregory.b.janik@gmail.com)  
IP: 199.83.73.20



COMPLETED

**12 / 13 / 2024**  
13:32:44 UTC

The document has been completed.

# Settlement Agreement (fully signed)

Final Audit Report

2024-12-13

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By:	Robert Kapitan (kapitan@rbklaws.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAkWbLSQzIqGiCpMVGhZ33rv91jN5jRO2-

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-  Document created by Robert Kapitan (kapitan@rbklaws.com)  
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2024-12-13 - 2:44:37 PM GMT
-  Email viewed by John Carse (carsereal@aol.com)  
2024-12-13 - 7:02:30 PM GMT- IP address: 69.147.93.14
-  Document e-signed by John Carse (carsereal@aol.com)  
Signature Date: 2024-12-13 - 7:05:09 PM GMT - Time Source: server- IP address: 66.61.21.253
-  Agreement completed.  
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