

18-155  
EXHIBIT A

SETTLEMENT AGREEMENT  
AND GENERAL RELEASE

This Settlement Agreement and General Release (herein this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Wells Fargo Bank, National Association, as Trustee for Option One Mortgage Loan Trust 2005-1, Asset-Backed Certificates, Series 2005-1 ("Wells Fargo"), c/o Ocwen Loan Servicing, LLC, whose address is 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, the Summit County Fiscal Officer, and the County of Summit, Department of Sanitary Sewer Services, with offices located at 1180 South Main Street, Suite 201, Akron, OH 44301-1254, which is referenced herein as the "County", with Wells Fargo, the Fiscal Officer, and the County referenced as the "Parties."

Whereas, certain properties owned by Wells Fargo are needed for the installation of sanitary sewer lines by the County; and,

Whereas, the County previously sought to acquire permanent easements across said properties; and,

Whereas, the Parties agree that the permanent easements will make the properties unbuildable; and,

Whereas, both current and delinquent taxes and assessments are owed on the properties; and,

Whereas, through settlement discussions, the Parties have agreed to resolve the complaints, claims and differences between them relating to the lawsuit captioned *County of Summit v. Wells Fargo Bank, N.A. as Trustee, et al.*, filed with the Summit County Common Pleas Court, Probate Division, Case No. 2016 CV 00098 (the "Lawsuit"); and,

Whereas, this Agreement is authorized by County Council Resolution 2018-\_\_\_\_\_.

Now, therefore, in consideration of the benefits to flow from this Agreement, and for other good and valuable consideration, the Parties agree as follows:

1. The Parties agree that Wells Fargo shall transfer by order of the Court the fee simple interest in the properties identified as permanent parcel numbers 51-04786 and 51-04790 (the "Properties") to the County. The legal descriptions of the Properties are attached hereto as Exhibit A. In exchange, the County shall cause all current and delinquent real estate taxes and assessments on the Properties to be abated by order of the Court, except for the amount of \$1,078.00, which represents the amount deposited with the Court upon the filing of the Lawsuit. The Parties agree that the \$1,078.00 that was deposited with the Court will be paid to the Summit County Fiscal Officer in full settlement of the current and delinquent taxes and assessments due on the Properties.
2. Wells Fargo, in consideration of the above stated settlement does for itself, its members, officers, directors, shareholders, trustees, parent companies, sister companies, affiliates, subsidiaries, employers, attorneys, accountants, predecessors, successors, insurers, representatives, and agents hereby release and forever discharge the County, its successors, assigns, agents, employees, former employees, contractors, subcontractors, insurers, directors, officers, owners and insurers, together with all other persons, firms and their successors, from any and all claims, including any and all actions, causes of action, suits, debts, grievances, sums of money, claims and demands of any kind or description whatsoever in law or in equity, known or unknown, of any kind, nature or description, from the beginning of time to the date of the execution of this Agreement and its acceptance, relating to the Lawsuit and the appropriation of the fee simple interest under this Agreement.

3. The Parties agree that immediately following execution of this Agreement, they will file a consent judgment entry with the Probate Court substantially similar to the Judgment Entry attached hereto and incorporated by reference herein.
4. Wells Fargo agrees to be solely responsible for its attorney fees, costs, taxes and expenses in connection with the matters set forth herein. The County agrees to be responsible for its attorney's fees, court costs related to this action, and its expenses in connection with the matters set forth herein.
5. Wells Fargo warrants and represents that prior to and including the date of this Agreement, no claim, demand, cause of action, or obligation which is the subject of this Agreement has been assigned or transferred to any other person or entity, that no other person or entity has or has had any interest in said claims, demands, causes of action, or obligations, that it has the right and authority to execute this Agreement, and that it will transfer title to the Properties to the County by quit claim deed as provided by Revised Code Section 5302.11 pursuant to the Judgment Entry of the Court. Wells Fargo shall not assign any of its rights under this Agreement.
6. The individuals signing this Agreement warrant that they are authorized by their respective entities to enter into this Agreement and bind those entities to the terms set forth herein.
7. This Agreement is made in the State of Ohio and shall be interpreted, enforced and governed under the laws of the State of Ohio. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the Parties. It is agreed that the invalidity or unenforceability of any one provision or part of this Agreement shall not render any

other provision or part thereof invalid or unenforceable and that such other non-offending provisions or parts hereof shall remain in full force and effect.

8. This Agreement is intended to reduce the understandings of the Parties to writing. When accepted, it shall set forth the entire agreement between the Parties hereto and fully supersede any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter hereof. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties represent that they have examined this Agreement with counsel, have been afforded a reasonable period of time within which to consider this Agreement, and acknowledge that they understand this Agreement and have entered into it freely and voluntarily.

SIGNATURE PAGE FOLLOWS.

County of Summit

<sup>4</sup> Authorized Representative of Ocwen Loan Servicing, attorney-in-fact for Wells Fargo Bank, N.A. as Trustee for Option One Mortgage Loan Trust 2005-1 Asset Backed Certificates Series 2005-1

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Ilene Shapiro  
Summit County Executive

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Timothy J. Walsh (0002600)  
Attorney for Summit County Fiscal Officer

Approved as to form:

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Marvin D. Evans (0055616)  
For Summit County Prosecutor

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Deborah Matz  
Director of Law, Insurance and Risk Management