

**RESOLUTION #01-2017**

**A SETTLEMENT AGREEMENT BETWEEN RICHFIELD TOWNSHIP TRUSTEES  
AND THE CARMEN A. MATTEO FAMILY TRUST**

IN THE COURT OF COMMON PLEAS  
SUMMIT COUNTY, OH

RICHFIELD TOWNSHIP : CASE NO: CV 2016-10-4474  
Plaintiff, :  
JUDGE OLDFIELD  
vs. :  
CARMEN A. MATTEO, ET AL. : **SETTLEMENT AGREEMENT**  
Defendant(s) :  
:

This agreement (“The Agreement”), effective this 5<sup>th</sup> day of January, 2017, is entered into by and between Mr. Carmen A. Matteo and Mrs. Nancy L. Matteo, as Co-Trustees of the Carmen A. Matteo Family Trust (“The Matteos”) of the property at issue and Richfield Township, Ohio through the Richfield Township Trustees (“Richfield”), as follows:

**WHEREAS:** The Matteos are the residents of 4528 East Boston Rd. Brecksville, OH 44141 which is located in Richfield Township, Summit County, Ohio (the “Property”); and

WHEREAS, The Matteos are co-trustees of the Carmen A. Matteo Family Trust and are both the co-owners of The Property as detailed in Exhibit A, attached hereto and fully incorporated herein, and are signing this Agreement accordingly; and

WHEREAS, any reference to The Matteos in The Agreement refers to them as Trustees and their authority on behalf of the trust and as owners of The Property; and

WHEREAS, The Matteos are alleged to be in violation of the Richfield Township Zoning Regulation (“RTZR”); and

WHEREAS, Richfield has notified The Matteos of said alleged violations on more than one occasion; and

WHEREAS, The Matteos deny any violation of the RTZR; and

WHEREAS, Richfield's zoning violation complaint is related to large construction vehicles, excess traffic, and construction materials around the home; and

WHEREAS, The Matteos intended and still intend to use The Property to conduct a business out of the home; and

WHEREAS, the Parties desire to resolve their the dispute regarding The Matteos ability to operate a business out of The Property that is allegedly in violation of the RTZR; and

NOW THEREFORE, in consideration of Richfield's permitting Mr. Matteo to run his business from his home, and other valuable consideration the receipt of which is hereby acknowledged, the Parties agree as follows:

- For purposes of The Agreement, "material" is defined as material related to the business being run at The Property and "equipment" is defined as equipment being used by the business being run at The Property.
- The Matteos are permitted to operate the business being run at The Property and to keep the equipment and materials at The Property, so long as the Equipment and Materials are kept in the outbuilding out of view.
- The Matteos are permitted to operate this business only in the outbuilding located behind the home on The Property.
- The Parties agree that The Matteos, namely Mr. and Mrs. Matteo as Trustees, are the only persons granted the protections and limitations of this Agreement. This Agreement does not permit other property owners from attempting to use or benefit from The Agreement

to run a business from The Property, nor does it extend to any other future owners of The Property. This agreement does not allow other persons who become trustees to partake in the benefits of The Agreement.


- In the event of the death of Mr. or Mrs. Matteo, the other surviving party, either Mr. or Mrs. Matteo will partake in the benefits of The Agreement and are the only eligible persons to partake in the benefits of The Agreement.
- Upon the death of both Mr. And Mr. Matteo this agreement will terminate.
- The Matteos hereby agree to limit their use of business equipment to the morning and evening; allowing them to leave with their equipment or materials in the morning, and come back with their equipment or materials in the evening.
- No outside storage of material or equipment is permitted without further permission from Richfield as outlined in the Zoning Code.
- No further lighting shall be added to The Property in violation of the RTZR.
- The Matteos agree that it will use reasonable efforts to restrict sound level on The Property.
- The Matteos agree to provide access for township inspections upon notice of a complaint. The complaint notice process is detailed in other parts of The Agreement.
- In the event of any alleged violation of this Agreement or complaint, the aggrieved party will send the other party notice explaining the alleged violation and/ or complaint and the other party shall have a reasonable opportunity to cure the alleged violation, up to seven (7) days.
- The Parties are entering into the Agreement to avoid the costs and risks of further litigation. However, entering into this Agreement is not an admission by either party that


the position of the other is correct, and outside the scope of this Agreement, The Matteos retain their position that this activity is permitted under the Zoning Code and Ohio law and Richfield retains the position that The Matteos are in violation of the RTZR and other codes.


- The Parties agree the terms and conditions of The Agreement resolves all of their disputes arising from the above captioned lawsuit.
- This Agreement constitutes and contains the entire agreement between the parties and supersedes all prior negotiations and all agreements, proposed or otherwise, whether written or oral, concerning the same subject matter. To the extent this Agreement is inconsistent with any previous agreement between the parties, then the terms and conditions of this Agreement shall supersede those prior agreements.

The individuals who sign this Agreement represent that they have full authority to bind the Parties herein and understand all the terms of this Agreement.

**RICHFIELD TOWNSHIP TRUSTEES:**

  
By: \_\_\_\_\_  
Date: 1-5-2017

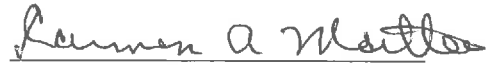
  
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By: \_\_\_\_\_  
Date: 1/5/17

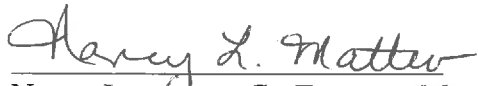
Approved as to legal form by:

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Tabitha Stearns, Esq. (#0092518)  
Assistant Prosecuting Attorney



Carmen A. Matteo, *Co-Trustee of the Carmen A. Matteo Family Trust*



Nancy L. Matteo, *Co-Trustee of the Carmen A. Matteo Family Trust*

Check No. 2499 - \$18.00 Recording Fee  
Check No. 2494 - \$ .50 Conveyance Fee

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, THAT Carmen A. Matteo and Nancy L. Matteo, Husband and Wife, the Grantors, who claim title by or through an instrument recorded at Vol. 54077331 of Summit County Recorders Office, for the consideration of Ten Dollars - (\$10.00) - received of our full satisfaction of Carmen A. Matteo and Nancy L. Matteo, Co-Trustees of the Carmen A. Matteo Family Trust under trust agreement dated February 28, 2002, the Grantee(s), whose tax mailing address is:

4528 E. Boston Road  
Brecksville, Ohio 44141

have Given, Granted, Remised, Released and Forever Quit-claimed, and do by these presents absolutely give, grant, remise, release and forever quit-claim unto the said grantee, its successors and assigns forever, all such right and title as WE the said grantors have or ought to have in the following described piece or parcel of land situated in the City of Township of Richfield, County of Summit and State of Ohio:

AND FURTHER DESCRIBED ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

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Page: 1 of 3  
06/13/2002 07:46A  
DE 18.00  
FRANK WILLIAMS, SUMMIT CO AUDITOR

Permanent Parcel No. 43-01968 RI-00001-96-0116

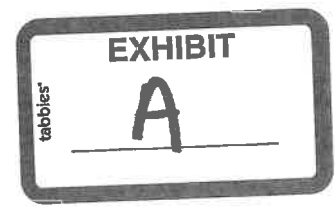
To Have and To Hold the premises aforsaid, with the appurtenances thereunto belonging to said grantees it's successors and assigns, so that neither the said grantors nor said grantors heirs nor any other persons claiming title through or under us shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall be by these presents forever barred.

And for valuable consideration, WE, Carmen A. Matteo and Nancy L. Matteo, do hereby remise, release and forever quit-claim unto said grantees it's successors and assigns, all our right and expectancy of DOWER in the above-described premises.

TRANSFERRED IN COMPLIANCE WITH  
SEC. 319.202 REV. CODE

Exempt \$ 10 FEE  
Consideration  
FRANK WILLIAMS BY [Signature]  
County Auditor Deput. Auditor  
No. of pages 2

FRANK WILLIAMS  
COUNTY AUDITOR  
02 JUN - 4 AM 8:13  
TRANSFERRED



IN WITNESS WHEREOF, we hereunto sign our names, this 28 day of February, in the year of our Lord, Two Thousand Two.

Signed and Acknowledged in the Presence of:

Alex I. Koler  
Alex I. Koler  
Ronald L. McLaughlin  
Ronald L. McLaughlin

Carmen A. Matteo  
Carmen A. Matteo

Alex I. Koler  
Alex I. Koler  
Ronald L. McLaughlin  
Ronald L. McLaughlin

Nancy L. Matteo  
Nancy L. Matteo

STATE OF OHIO )  
 ) SS.  
COUNTY OF CUYAHOGA )

On this 28th day of February, 2002, before me, a Notary Public within and for said County and State, personally appeared Carmen A. Matteo and Nancy L. Matteo, Husband and Wife, to me known to be the persons described in and who executed the foregoing instrument as and acknowledge that they did execute the same as their free act and deed.

Ronald L. McLaughlin  
Notary Public

RONALD LEONARD McLAUGHLIN, Atty.  
NOTARY PUBLIC • STATE OF OHIO  
My Commission Has No Expiration Date  
Section 147.03 O.R.C.

This Instrument Prepared By:

\* RONALD L. McLAUGHLIN  
Attorney-at-Law  
14701 Detroit Ave., #757  
Lakewood, Ohio 44107  
(216) 221-2323



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FRANK WILLIAMS, SUMMIT CO AUDITOR



Situated in the Township of Richfield, County of Summit, State of Ohio; also being part of Lot 5, Tract 1 of said Township, bound and described as follows:

Commencing at an iron pin found in a monument box at the intersection of the centerline of Luther Road (60') and the westerly line of said Summit County; also being the Northwest Corner of said Summit County;

Thence S 89-45-00 E, along the centerline of said Luther Road and the north line of said Lot 5, Tract 1, 1834.95 feet to a point; being the POINT OF BEGINNING of the parcel herein described;

Thence continuing S 89-45-00 E, along said centerline, 50.00 feet to a point;

Thence S 00-46-06 W, 742.53 feet to an iron pin set, while passing through an iron pin set on the southerly line (30.00') of said Luther Road;

Thence S 89-45-00 E, 74.21 feet to an iron pin set;

Thence S 00-46-06 W, 661.49 feet to an iron pin set;

Thence N 89-44-07 W, along the northerly line of a parcel of land, now in the name of Muzic (O.R. 2142 Pg. 1123), 300.00 feet to an iron pin set;

Thence N 00-46-06 E, 661.42 feet to an iron pin set;

Thence S 89-45-00 E, 175.79 feet to an iron pin set;

Thence N 00-46-06 E, 742.53 feet to the point of beginning, while passing through an iron pin set on the southerly line (30.00') of said Luther Road;

And containing 5.4076 acres, more or less; subject to all legal highways and easements;

As surveyed by Douglas P. McLaughlin, P.S. 6688 on October 28, 1996.

Described on maps by Tax Maps  
Approval good for 30 days from

*RI/1 5-31-02*



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*RI - 00001-96-004.000  
48-01921*

*NEW-48-01968  
RI - 00001-96-016.000*



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James B. McCarthy DE 18.00