

288-24

EXHIBIT A

SETTLEMENT AND MUTUAL RELEASE

THIS RELEASE, dated _____, is given

BY: the **TOWNSHIP OF WEST ORANGE**,

TO: **Ron Jolyn Realty & P S Realty** referred to as “You” or “RON JOLYN”.

If more than one person signs this Release, “I” shall mean each person who signs this Release.

1. Mutual Release. The **TOWNSHIP OF WEST ORANGE** and **RON JOLYN** (collectively, the “Parties”) release and give up any and all claims and rights which the Parties may have against each other. This releases all claims, including those of which the **TOWNSHIP OF WEST ORANGE** and/or **RON JOLYN** are not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. This release encompasses releases of all claims, cross claims, counterclaims, rights to subrogation, and indemnification between **TOWNSHIP OF WEST ORANGE** and **RON JOLYN** in all pending litigations including the claims made in **ESX-L-2711-23**.

TOWNSHIP OF WEST ORANGE specifically releases the following claims:

Any and all claims arising out of the alleged incidents that occurred on or about September and October 2021, which are the subject of a lawsuit presently pending in the Superior Court of New Jersey, Law Division, Essex County, matter of **West Orange v. Ron Jolyn Realty, et al., Docket No. ESX-L-002518-22** and which shall be dismissed with prejudice.

The **TOWNSHIP OF WEST ORANGE**, on its own behalf, and on behalf of each of their past, present and future officers, office holders, employees, representatives, attorneys, agents, and/or assigns of all the foregoing (collectively, for the purposes of this Paragraph, the “Releasors”) hereby fully, finally and forever release and discharge **Ron Jolyn Realty & PS Realty** as well as each of its past, present and future insurers, reinsurers, officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, parent companies, related and affiliated companies, holding companies, partners, privies, predecessors, successors in interest, and assigns (collectively, for the purposes of this paragraph, the “Releasees”) from any and all claims, demands, causes of action, damages, costs, and compensation of any nature whatsoever including but not limited to all fines and penalties, whether known or unknown, which the Releasors had, now have, or which may hereafter accrue or which the Releasors may otherwise hereafter acquire, that relate to, arise out of, or in any way concern the conduct and acts of Releasee

prior to the date of this Agreement at or concerning the premises owned by Releasee located at 275 Northfield Road, West Orange, New Jersey (for the purposes of this paragraph, the “Released Claims”). The Released Claims shall not be deemed to include any claims for property taxes assessed against such property and any fines and penalties accruing after the date of this Agreement for conduct of Releasee which conduct occurs after the date of this Agreement.

RON JOLYN specifically releases the following claims:

Any and all claims arising out of the alleged incidents that occurred on or about September and October 2021, which are the subject of a lawsuit presently pending in the Superior Court of New Jersey, Law Division, Essex County, matter of **West Orange v. Ron Jolyn Realty, et al., Docket No. ESX-L-002518-22** and which shall be dismissed with prejudice.

RON JOLYN, on its own behalf, and on behalf of each of their past, present and future officers, office holders, employees, representatives, attorneys, agents, and/or assigns of all the foregoing (collectively, for the purposes of this Paragraph, the “Releasors”) hereby fully, finally and forever release and discharge the **TOWNSHIP OF WEST ORANGE** as well as each of its past, present and future insurers, reinsurers, officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, parent companies, related and affiliated companies, holding companies, partners, privies, predecessors, successors in interest, and assigns (collectively, for the purposes of this paragraph, the “Releasees”) from any and all claims, demands, causes of action, damages, costs, and compensation of any nature whatsoever including but not limited to all fines and penalties, whether known or unknown, which the Releasors had, now have, or which may hereafter accrue or which the Releasors may otherwise hereafter acquire, that relate to, arise out of, or in any way concern the conduct and acts of Releasee prior to the date of this Agreement at or concerning the premises owned by Releasee located at 275 Northfield Road, West Orange, New Jersey (for the purposes of this Paragraph, the “Released Claims”). The Released Claims shall not be deemed to include any claims for property taxes assessed against such property and any fines and penalties accruing after the date of this Agreement for conduct of Releasee which conduct occurs after the date of this Agreement.

2. Payment. In consideration for making this release you have agreed to pay us a settlement of One Hundred and Thirty-Five Thousand Dollars (\$135,000) within thirty (30) days of execution of this Agreement (**TIME IS OF THE ESSENCE**). It is expressly understood and agreed that acceptance of this payment is in full accord and satisfaction of and in compromise of all disputed claims and that the payment thereof is not an admission of liability, but is made for the purpose to terminating all disputes and litigation between the parties. **TOWNSHIP OF WEST ORANGE** further understand and agree that I will not seek further payments from you.

3. Non-Admission. TOWNSHIP OF WEST ORANGE further acknowledges that the settlement of these claims which are also the subject of a lawsuit instituted as **West Orange v. Ron Jolyn Realty, et al., Docket No. ESX-L-002518-22** does not constitute an admission of wrongdoing on the part of any party to this lawsuit.

4. Who is Bound. TOWNSHIP OF WEST ORANGE and RON JOLYN are bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my Estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your Estate.

6. Dismissal of Action. Within three (3) days of receipt of the payment set forth in Paragraph 2, the TOWNSHIP OF WEST ORANGE and RON JOLYN shall dismiss any and all claims against each other including but not limited to, cross-claims, counter-claims, claims of subrogation and/or indemnification.

7. Applicable Law. The existence, validity, construction, and operation of this Agreement, and all of its covenants, agreements, representations, warranties, terms, and conditions shall be determined in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

8. Entire Agreement. This Agreement sets forth the entire agreement between the Parties, and fully supersedes all prior and/or contemporaneous agreements or understandings between the parties which pertain to the subject matter hereof. The terms of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement and no extrinsic evidence whatsoever may be introduced to vary its terms in any judicial proceeding involving this Agreement.

9. Modification. This Agreement may be modified, but only if the modification is in writing and signed by all parties to this Agreement.

10. Severability. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement.

11. Signatures. The TOWNSHIP OF WEST ORANGE understands and agrees to the terms of this Release. If this Release is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

_____(SEAL)

**Representative of
TOWNSHIP OF WEST ORANGE**

_____(SEAL)

**Representative of
RON JOLYN REALTY & P S REALTY**

**STATE OF NEW JERSEY: SS
COUNTY OF _____ :**

I CERTIFY that on September ____, 2024,

personally came before me and acknowledged under oath, to my satisfaction, that these persons
(of if more than one, each person): _____

- (a) are named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Signed and sworn to before me on
_____, 2024.

Notary Public