



**I. JURISDICTION AND VENUE**

1. The Court has jurisdiction over the parties and the subject matter of this case. The Complaint states claims for which declaratory judgment can be issued pursuant to R.C. Chapter 2721. Venue is proper in this Court.

**II. PERSON'S BOUND**

2. The provisions of this Consent Order shall apply to and be binding upon Scottco, Oak Hills, Scott, and Franklin County ("Parties"), in accordance with Rule 65(D) of the Ohio Rules of Civil Procedure, their officers, agents, servants, employees, successors, and assigns, and those persons in active concert or participation with them who receive actual notice of this Consent Order whether by personal service or otherwise.

**III. SATISFACTION & RESERVATION OF RIGHTS**

3. The Parties agree to adhere to and make it an order of this Court to be bound by all terms and conditions of the Agreement attached hereto as Exhibit A.

**VIII. RETENTION OF JURISDICTION**

4. The Court will retain jurisdiction of this action for purposes of enforcing this Consent Order.

**IX. COURT COSTS**

5. Scottco and Oak Hills are hereby ordered to pay all court costs of this action.

**X. ENTRY OF CONSENT ORDER AND FINAL JUDGMENT BY CLERK**

6. Pursuant to Rule 58 of the Ohio Rules of Civil Procedure, upon signing of this Consent Order by the Court, the clerk is hereby directed to enter it upon the journal. Within three (3) days of entering the judgment upon the journal, the clerk is hereby directed to serve upon the Parties notice of the judgment and its date of entry upon the journal in the manner

prescribed by Rule 5(B) of the Ohio Rules of Civil Procedure and note the service in the appearance docket.

**XI. AUTHORITY TO ENTER INTO THE CONSENT ORDER**

26. The signatory for Oak Hills and Scottco represents and warrants that he/she has been duly authorized to sign this document and so bind the corporation to all terms and conditions thereof.

**IT IS SO ORDERED**

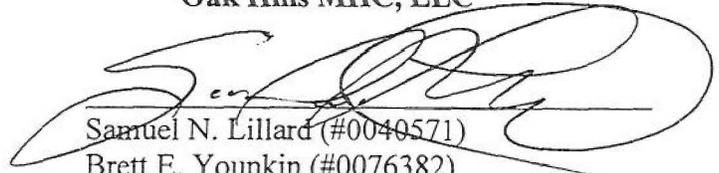
4/28/08  
DATE

  
\_\_\_\_\_  
JUDGE SHEWARD  
COURT OF COMMON PLEAS  
FRANKLIN COUNTY

**APPROVED:  
FRANKLIN COUNTY PROSECUTOR**

  
\_\_\_\_\_  
Robert E. Williams  
Assistant County Prosecutor  
373 South High Street, 14<sup>th</sup> Floor  
Columbus, Ohio 43215  
*Attorney for Defendants Franklin County  
Board of Commissioners/Franklin County  
Sanitary Engineer*

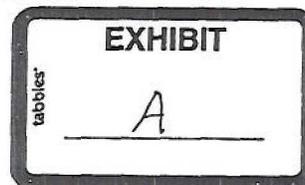
**G. Scottco Investment Company and  
Oak Hills MHC, LLC**

  
\_\_\_\_\_  
Samuel N. Lillard (#0040571)  
Brett E. Younkin (#0076382)  
McNees, Wallace & Nurick  
21 E. State Street, 17<sup>th</sup> Floor  
Columbus, Ohio 43215  
*Attorneys for G. Scottco Investment Company,  
Gayle Scott, Jr., and Oak Hills MHC, LLC*

RESOLUTION NO. 902-07

OCTOBER 23, 2007

RESOLUTION AUTHORIZING THE  
SETTLEMENT OF THE G. SCOTT CO  
INVESTMENT COMPANY AND THE SANITARY ENGINEER  
CLAIM BROUGHT IN THE FRANKLIN COUNTY  
COMMON PLEAS COURT, BEING CASE NO.  
05 CVH09-10023  
(SANITARY ENGINEER)



**WHEREAS**, the Franklin County Sanitary Engineer is a Defendant in a civil lawsuit brought in the Franklin County Court of Common Pleas, Case No. 05 CVH09- 10023; and

**WHEREAS**, the parties herein wish to avoid the time and expense of litigation and have reached a resolution of the matters in dispute, pending approval of the Board; and

**WHEREAS**, the parties have hereby reached a settlement agreement which is attached hereto.

**NOW THEREFORE**, upon motion of Commissioner Brown,  
seconded by Commissioner Brooks,

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, FRANKLIN COUNTY, OHIO:**

1. That in accordance with the preamble, which is incorporated herein, the settlement of Franklin County Common Pleas Court Case No. 05 CVH09- 10023, is hereby approved; and
2. That the execution of the attached settlement agreement is hereby approved.

## AGREEMENT

This agreement is entered into between the Board of Commissioners of Franklin County, Ohio, Gayle Scott, Jr., Oak Hills MHC, LLC, and G. Scottco Investment Company dba Pleasant Acres.

WHEREAS, Gayle Scott, Jr. (hereinafter "Scott") is the owner of real property in Franklin County, Ohio on which is located a mobile home park known as Pleasant Acres, specifically parcel number 230-000260-00, known as 6106 London Groveport Rd. (hereinafter "Pleasant Acres");

WHEREAS, Oak Hills MHC, LLC (hereinafter "Oak Hills") is the owner of real property in Franklin County, Ohio on which is located a mobile home park known as Oak Hills, specifically parcel number 230-002723-00, known as 5965 Harrisburg Georgesville Rd. (hereinafter "Oak Hills Park");

WHEREAS, the Board of Commissioners of Franklin County, Ohio (hereinafter the "Board") has constructed a sanitary sewer system which serves the area in which Pleasant Acres and Oak Hills Park are located (hereinafter the "System");

WHEREAS, G. Scottco Investment Company dba Pleasant Acres (hereinafter "Scottco"), Oak Hills and the Board are parties to a civil action concerning the obligation to connect Pleasant Acres and Oak Hills Park to the System *G. Scottco Investment Co. v. Franklin County Board of Commissioners*, Case No. 05CVH09-10023 (hereinafter the "Lawsuit");

WHEREAS, the undersigned wish to resolve the Lawsuit and any and all disputes concerning the obligation to connect Pleasant Acres and Oak Hills Park to the System;

NOW THEREFORE, the undersigned parties agree as follows.

1. CONDITIONS. The obligations of Board under this agreement are expressly conditioned on satisfaction of the following conditions.
  - 1.1 Scott and Scottco for Pleasant Acres and Oak Hills for Oak Hills Park shall petition the Board pursuant to R.C. 6117.28 for construction of the Necessary Facilities, as defined by paragraph 2.1 of this agreement, which petition shall not waive any right pursuant to R.C. Chapter 6117 to object to or appeal the plans, specifications, cost estimates, tentative assessment, costs and the revised and final assessments for the construction of the Necessary Facilities.
  - 1.2 Scott and Scottco for Pleasant Acres and Oak Hills for Oak Hills Park shall prepare an Excessive I&I Study and Removal Plan ("I&I Plan"). The I&I Plan will set forth actions sufficient to remove excessive inflow and infiltration into the collection systems for Pleasant Acres and Oak Hills Park consistent with reasonable and generally acceptable engineering standards. The I&I Plan is subject to approval by the Franklin County Sanitary Engineer employed by the Board (the "Sanitary Engineer"). The Sanitary

Engineer shall respond to Scottco and Oak Hills with either approval or comments, that, if accepted by Scottco and Oak Hills, will constitute approval by the Sanitary Engineer of the I&I Plan.

## 2. BOARD'S OBLIGATIONS.

2.1 Upon receipt of the petition provided for in paragraph 1.1 of this agreement, the Board shall hold all necessary hearings, adopt all appropriate resolutions and take any other steps to accept the petition and cause the Sanitary Engineer to prepare plans, specifications, cost estimates, and tentative assessments for all facilities necessary to connect Pleasant Acres and Oak Hills Park to the System (hereinafter the "Necessary Facilities") in accordance with the provisions of R.C. Chapter 6117. Thereafter, the Sanitary Engineer shall seek to obtain pursuant to R.C. 6117.28 statements in writing from Scott, Scottco and Oak Hills that they do not object to the cost estimate and tentative assessment for the Necessary Facilities and shall undertake all further actions required to construct the Necessary Facilities in accordance with the provisions of R.C. Chapter 6117.

2.2 The parties anticipate that the Necessary Facilities will consist of a pump station and flow meter and associated structures and sewer pipes for both Pleasant Acres and Oak Hills Park as well as flow meters and associated equipment necessary to bill separately each residential unit located on each property in accordance with paragraph 2.8 of this agreement; the parties understand that storage facilities (e.g., vaults and tanks) for flow equalization may be necessary for one or both properties.

2.3 The Sanitary Engineer shall maintain accurate records of the costs of the Necessary Facilities separately for Pleasant Acres and for Oak Hills Park.

2.4 The Sanitary Engineer shall provide copies of plans, specifications, cost estimates and tentative assessments for the Necessary Facilities, and shall upon request provide copies of the cost records required by paragraph 2.3 of this agreement, to:

Attn: George DaGraca  
642 Kreag Road  
Suite 302  
Pittsford, New York 14534  
For Oak Hills

G. Scottco Investment Company  
D/B/A Pleasant Acres Mobile Home Park  
P.O. Box 4205  
Newark, Ohio 43058  
For Pleasant Acres

2.5 In the event any part of the existing treatment plants for Pleasant Acres or Oak Hills Park is utilized as part of the Necessary Facilities, the Sanitary Engineer shall include within the scope of work of the Necessary Facilities the dismantling and decommissioning, in accordance with all applicable state and federal laws, regulations and rules, of any part of the existing treatment plants that will not be utilized as a part of the Necessary Facilities.

2.6 The Board shall be responsible for acquiring any interests in real property of third-parties necessary for construction of the Necessary Facilities.

- 2.7 Upon completion of the Necessary Facilities, the Board shall own, operate, maintain, and bear the cost of operating and maintaining the Necessary Facilities.
- 2.8 The Sanitary Engineer shall bill each resident of Pleasant Acres and Oak Hills Park separately for sewer service. This obligation is undertaken for Pleasant Acres only for so long as Scott and Scottco own or operate such park and for Oak Hills Park only for so long as Oak Hills owns or operates such park.
3. PARKS' OBLIGATIONS. Scott and Scottco for Pleasant Acres and Oak Hills for Oak Hills Park agree to undertake the following obligations.
- 3.1 The cost of the Necessary Facilities shall be the basis of a 20 year special assessment pursuant to R.C. Chapter 6117.
- 3.2 Scott, Scottco and Oak Hills waive their right to notice as affected property owners and waive their right to contest the necessity for the construction of the Necessary Facilities; however, no right under Chapter 6117 to object to or to appeal the plans, specifications, cost estimates, tentative assessments, costs, or revised or final assessments is waived.
- 3.3 Scott, Scottco and Oak Hills shall maintain collection systems for their respective properties terminating at the inlets to the existing treatment plants or at such other location that the affected parties agree to in writing.
- 3.3.1 Prior to the connection of the parks to the System, Scott, Scottco and Oak Hills shall implement the actions set forth in the I&I Plan referred to in paragraph 1.2. Scott, Scottco and Oak Hills shall pay directly the cost of the implementation of the I&I Plan.
- 3.3.2 Prior to the connection of the parks to the System, Scott, Scottco and Oak Hills shall provide the Sanitary Engineer with access to their property for the purpose of inspecting the collection systems.
- 3.3.3 Scott, Scottco and Oak Hills shall notify the Sanitary Engineer in writing when implementation of the I&I Plan is completed.
- 3.3.4 Should Scott and Scottco or Oak Hills fail to implement the actions set forth in the I&I Plan in a reasonable or timely manner, the Sanitary Engineer shall have the right to implement such actions as part of the construction of the Necessary Facilities. In such event, the reasonable cost of such implementation shall be included in the assessment for the costs of the Necessary Facilities. Prior to taking any action under this provision, the Sanitary Engineer shall provide the affected property owner with 30-days prior written notice setting forth the factual basis for contending that any action set forth in the I&I Plan has not been implemented in a reasonable or timely manner.

3.4 Scott, Scottco and Oak Hills shall take all actions necessary to transfer to the Board any interest in real property owned by them necessary for construction of the Necessary Facilities. The Board shall be responsible for drafting any documents required for this purpose.

3.5 Scott, Scottco and Oak Hills shall provide the Board unfettered access to their property and any requested information they may have necessary for planning or constructing the Necessary Facilities. The Board shall not interfere unreasonably with the parks' business.

3.6 Scott, Scottco and Oak Hills guarantee the payment of the sewer charges incurred by their respective residents.

3.7 In the event no part of the existing treatment plants for Pleasant Acres or for Oak Hills Park is used as a part of the Necessary Facilities, upon completion of the Necessary Facilities, Scott, Scottco and Pleasant Acres shall at their expense dismantle and decommission, in accordance with all applicable state and federal laws, regulations and rules, the existing treatments plants.

#### 4. DISMISSAL

4.1 In consideration of the foregoing promises, Scott, Scottco and Oak Hills agree to dismiss from the Lawsuit all claims they have asserted against the Board and Thomas Shockley; and Scott, Scottco, Oak Hills, the Board and Thomas Shockley agree to mutually release any and all claims, known or unknown, as of the date of the execution of this agreement.

4.2 Nothing in paragraph 4.1 above shall prevent or preclude the Board or the Sanitary Engineer from undertaking such lawful means as are necessary to connect Oak Hills Park and Pleasant Acres to the System, whether this becomes necessary by reason of a breach of this Agreement, the failure or the frustration of the purpose of this Agreement to effect the connection of Oak Hills Park and Pleasant Acres to the System or for any other reason.

4.3 Nothing in paragraph 4.1 above shall preclude or prevent Scott, Scottco or Oak Hills from exercising any legal right they would otherwise have to appeal from or object to any action taken by the Board or the Sanitary Engineer to connect to Oak Hills Park and Pleasant Acres to the System.

4.4 Nothing in paragraphs 4.2 nor 4.3 above shall excuse any party to this Agreement from its obligation to make a good faith effort to effect the connection of Oak Hills Park and Pleasant Acres to the System pursuant to the terms of this Agreement.

#### 5. NOTICE

5.1 Notice to the Board shall be sufficient by regular US mail to Franklin County Sanitary Engineer, 280 East Broad Street, 2<sup>nd</sup> Floor, Columbus, Ohio 43215.

5.2 Notice to Scott or Scottco shall be sufficient by regular US mail to G. Scottco Investment Company D/B/A Pleasant Acres Mobile Home Park, P.O. Box 4205, Newark, Ohio 43058.

5.3 Notice to Oak Hills shall be sufficient by regular US mail to Wendy Nelson, Oak Hills, MHC, LLC, 5965 Harrisburg Georgesville Road, Grove City, Ohio 43123.

5.4 Any change to the foregoing notice provisions shall be effective only upon 10 days written notice.

## 6. CONTINUING JURISDICTION.

6.1 The parties jointly and mutually agree to secure the above agreements within a Consent Entry to be signed by the Court and do hereby agree to the continuing jurisdiction of the Court to enforce all terms and provisions as set forth herein. This agreement shall be incorporated into the Consent Entry and the parties agree to the Court's continuing enforcement of all terms and conditions as set forth herein.

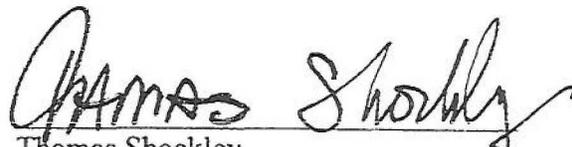
## 7. INTEGRATION.

7.1 This writing sets forth the entire agreement of the parties. All verbal agreements are merged into this agreement, which reflects the parties' total agreements and assents. No amendment to, or waiver of, any provision of this agreement, including this provision, shall be binding unless set forth in a writing signed by the party to be bound thereby.

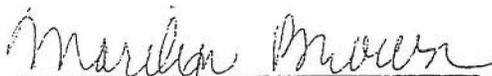
Board of Commissioners of Franklin County

Franklin County Sanitary Engineer

  
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Mary Jo Kilroy  
President

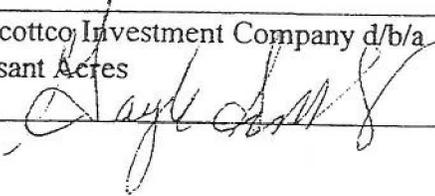
  
\_\_\_\_\_  
Thomas Shockley

  
\_\_\_\_\_  
Paula Brooks

  
\_\_\_\_\_  
Marilyn Brown

G. Scottco Investment Company d/b/a  
Pleasant Acres

By



Oak Hill MHC, LLC

By



Gayle Scott, Jr.



Approved as to Form

  
Assistant Prosecuting Attorney

Civil/Clients/G. Scottco. FINAL SETTLEMENT AGREEMENT