

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

STATE OF OHIO, ex rel. :
ROBERT W. TEATER, Director : Case No. 22111
Department of Natural Resources, :
Plaintiff, :
vs. : CONSENT JUDGMENT
CITY OF CLEVELAND, OHIO :
c/o GEORGE V. VOINOVICH, Mayor, :
Defendant. :

The Complaint having been filed herein on January 9, 1981
and the Counterclaim on or about February 27;

And the City of Cleveland ("City") and the State of Ohio,
Ohio Department of Natural Resources ("ODNR"), in order to resolve
the outstanding differences between them, having consented to
the entry of this consent judgment;

NOW THEREFORE, before the taking of any testimony and upon
the pleadings, it is Ordered, Adjudged, and Decreed as follows:

I.

This Court has jurisdiction of the subject matter herein and
of the parties consenting hereto for the purpose of entering
this consent judgment.

II.

The provisions of this consent judgment shall apply to and be binding upon the parties to this action, their officers, agents, servants, employees, and successors. In addition, the provisions of this consent judgment shall apply to all persons, corporations, and other entities having notice of this consent judgment who are or will be acting in concert and privity with the parties to this action or their officers, agents, servants, employees, and successors.

III.

The purpose of this consent judgment is to avoid the time and expense of litigation, and to settle all claims arising out of, and now pending in, this action. Therefore, the Court orders that the following provisions be implemented:

IV.

The City, at its cost, shall effect permanent repairs to and thereafter maintain in good working order the force main described in paragraph 9 of the Complaint. Such repairs shall be completed no later than January 1, 1982. The ODNR, at its cost, shall replace the pumps at the pumping station located at the southwest corner of the East 55th Street Marina, and thereafter maintain said pumps in good working order. Such replacement shall be completed by January 1, 1982.

V.

The City, at its cost, shall replace the existing water line at Edgewater Park with a new four inch (4") water line, no later than October 15, 1981. Such water line shall be connected to the City of Cleveland water distribution system and laid to at least ten feet (10') inside the boundaries of the premises

leased by ODNR in the area south of the existing pavillion. The precise location and construction of the water line shall be as set forth in the sketches attached hereto as Exhibits A, B, and C. The ODNR shall assume the cost of connecting said water line to facilities located on the leased premises.

VI.

Each party shall provide the other with copies of its plans for the work described in paragraphs IV and V above, at least fifteen (15) business days prior to the commencement of such work.

VII.

By agreement of the parties, numbered paragraph (8) of the Lease between the parties entered into on April 26, 1978, is hereby amended to read as follows:

(8) CITY SERVICES: That the CITY shall provide fire protection and emergency medical services deemed necessary by the DEPARTMENT and as required for the successful operation of the premises at no cost to the State of Ohio. The CITY further agrees to provide, at no cost to the State of Ohio, adequate potable water at each premise leased herein at the location designated by the DEPARTMENT for so long as the CITY owns and operates a Division of Water provided, however, that:

(a) The DEPARTMENT agrees to construct, install, lay, repair and maintain at its own expense, those parts of water or sewer lines or appurtenances thereto which are located wholly on the leased premises so long as they are used solely to supply sewer or water service for facilities on the leased premises; and

(b) The DEPARTMENT agrees to share equally with the CITY in the construction cost of new or larger water and sewer lines which are sized to and solely serve leased premises and which are necessary to serve increased demand for such water or sewer service caused by the construction of new or enlarged facilities on the leased premises.

The CITY agrees to repair and maintain, at its own expense, those parts of water and sewer lines or appurtenances thereto which are located wholly outside of the leased premises and which are used, solely or in part, to supply sewer or water service to the leased premises.

The CITY may, but is not required to, provide distribution systems within the boundaries of each premise for water and sewer service. The CITY further agrees to provide police protection at no cost to the State of Ohio, but only as requested by personnel of the Division of Parks and Recreation.

The CITY will contract with the DEPARTMENT for solid waste disposal on the same terms as it does charge or may charge for other customers that it services in that area.

VIII.

In consideration of the foregoing, the CITY and ODNR do hereby for themselves, their successors, officers, directors, agents, employees, insurers, subsidiaries, affiliates, and assigns release each other from all claims, actions, causes of action, damages, costs, sums of money, suit proceedings, demands, and liabilities of every nature and description presently accrued or accruing to them against each other by reason of, or in respect of, or in any way connected with the damages suffered by them as a result of the controversy existing between the parties as to their respective obligations under the Lease Agreement, including, without limitation, all claims raised in the within lawsuit. This release evidences the settlement of all claims disputed both as to liability and amount. This release is not an admission of any liability by the City or ODNR, and any liability to each other is expressly denied.

IX.

The City and ODNR each agree to pay one half of the Court costs and to dismiss this action with prejudice.


JUDGE

AGREED TO BY:

THE CITY OF CLEVELAND

THE STATE OF OHIO,
DEPARTMENT OF NATURAL RESOURCES

Thomas S. Wagner
GEORGE V. VOINOVICH, Mayor *Acting Mayor*

Robert W. Teater
ROBERT W. TEATER, Director

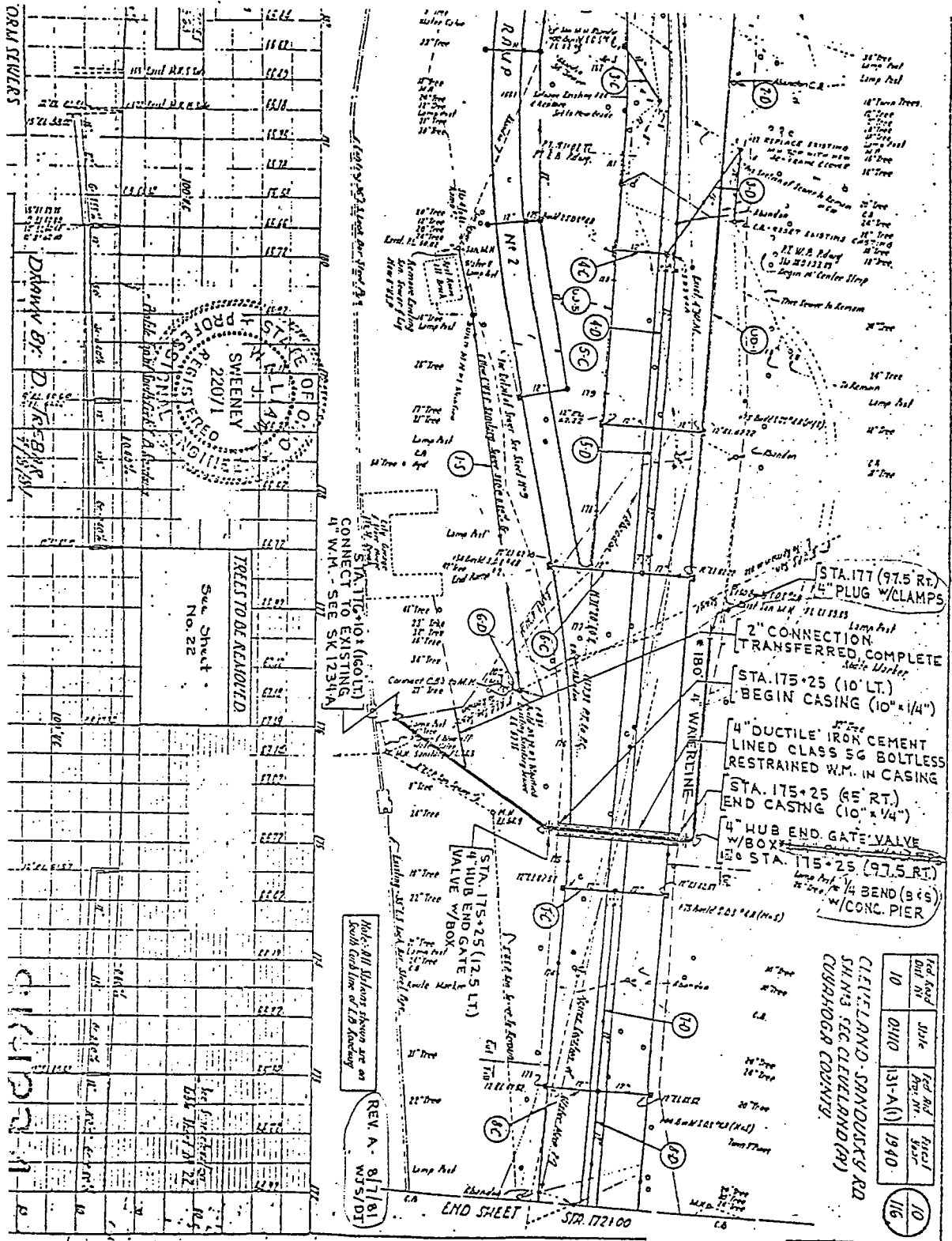
APPROVED BY:

THOMAS E. WAGNER
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JUNE W. WIENER
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Stephen P. Samuels
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ORLAND STREETS

See Sheet No. 22

IRRES TO BE REMOVED

REGISTERED SPEENEY 22071

DRAIN BY DRAWING

Notes: All Manholes shown are on South Grid line of L.B. Sewerage

REV. A - 8/17/81 WDS/DI

- STA. 177 (97.5 RT.) 14" PLUG W/CLAMPS
- 2" CONNECTION TRANSFERRED COMPLETE
- STA. 175+25 (10' LT.) BEGIN CASING (10" x 1/4")
- 4" DUCTILE IRON CEMENT LINED CLASS SG BOLTLESS RESTRAINED W.M. IN CASING
- STA. 175+25 (8' RT.) END CASING (10" x 1/4")
- 4" HUB END GATE VALVE W/BOX
- STA. 175+25 (97.5 RT.) 1/4 BEND (B+S) W/CONC. PIER

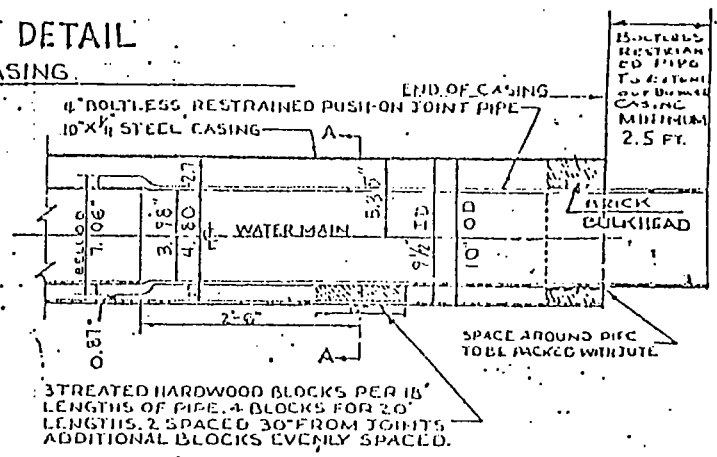
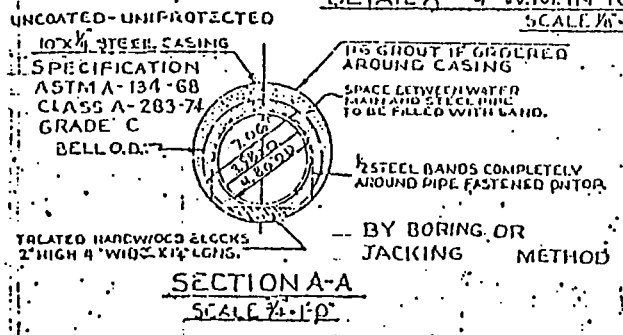
CLEVELAND SANDUSKY RD
SHING'S SEC CLEVELAND (M)
CUMBERLAND COUNTY

Field Book	State	Field No.	Year
10	OHIO	31-A(1)	1940

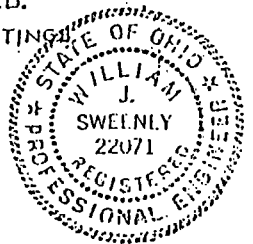
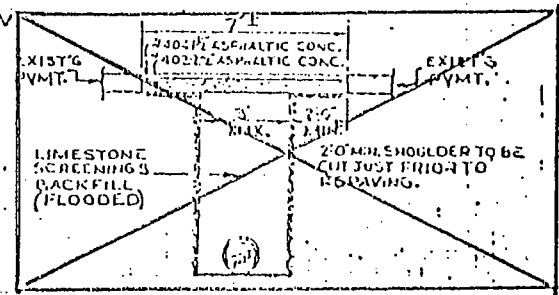
EXHIBIT A

TYPICAL DETAIL

DETAIL "A" 4" W.M. IN 10" CASING



NOTES: DUCTILE IRON CLASS 56 CEMENT LINED
 THE NEW ~~PIPE~~ IS TO BE LAID WITH 6'-0" COVER BELOW ESTABLISHED GRADE EXCEPT WHERE CROSSING OVER OR UNDER SEWER CONNECTIONS OR OTHER OBSTRUCTIONS MINIMUM COVER 5'-0". CORRECTNESS OF UNDERGROUND INFORMATION HEREON SHOW IS NOT GUARANTEED AND MUST BE USED AT BIDDER'S OWN RISK.
 ALL PIPE SHALL HAVE BELL AND SPIGOT ENDS FOR CAST LEAD JOINTS OR SLIP ON TYPE JOINT WITH COMPRESSED RUBBER RING INSERTS.
 ALL FITTINGS SHALL HAVE BELL AND BELL OR BELL AND SPIGOT ENDS WITH CAST LEAD JOINTS.
 TAPS FOR CHLORINATION TO BE PROVIDED AFTER WORK HAS BEGUN. THE DIVISION OF WATER AND HEAT WILL DETERMINE THE LOCATION OF NECESSARY TAPS.
 ALL PIPE AND FITTINGS TO BE CEMENT LINED.
 BACKFILL AS INDICATED.
 4" DUCTILE IRON CL. 56 PIPE CL. D-CAST IRON FITTINGS



DRAWN BY: D. TREBAR

CK-1221-B