

VILLAGE OF LOCKLAND, OHIO
ORDINANCE # 2025 - 31

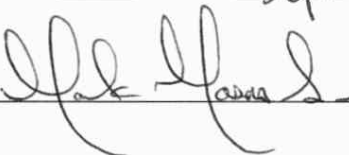
AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A SETTLEMENT AGREEMENT WITH RAYMOND COOK AND LAW DIRECTOR TO AUTHORIZE A CONSENT DECREE AND DECLARING AN EMERGENCY

- WHEREAS,** The Village was named as a Defendant in a lawsuit captioned *Raymond Cook v. Village of Lockland, et al.*, Hamilton County Case No. A 2104121; and
- WHEREAS,** The Village was named as a Defendant-Appellee in an administrative appeal captioned *Raymond Cook v. Village of Lockland, et al.*, Hamilton County Case No. A 2104120; and
- WHEREAS,** Counsel for the Village has negotiated a settlement agreement with all parties whereby Raymond Cook and the Village, et al. will perform a series of obligations as more fully captured in the Agreement and Consent Decree herein, in exchange for a full release of claims in both of the above-stated legal matters; and
- WHEREAS,** Council desires to settle its cases with Raymond Cook accordingly; now, therefore,

BE IT ORDAINED by the Council of the Village of Lockland, State of Ohio, that:

- SECTION I** The Law Director and/or assigned insurance defense counsel in the above-described litigation are authorized and directed to sign a Consent Decree attached hereto and incorporated by reference herein as Exhibit 1; and
- SECTION II** The Village Administrator is authorized and directed to execute an Agreement and Full and Final Release of All Claims substantially in the form attached hereto and incorporated by reference herein as Exhibit 2; and
- SECTION III** This ordinance is hereby declared to be an emergency measure necessary to preserve the health, safety and general welfare of the Village of Lockland and its citizens. The reason for said emergency is to settle outstanding legal matters promptly. Therefore, this ordinance shall take effect immediately.

Passed this 8th day of September, 2025.



Mayor, Village of Lockland

Attested:

Kathy Pittman
Clerk of Council

EXHIBIT 1
to Ord. # 2025 - 31

**IN THE COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO**

RAYMOND COOK,	:	
	:	
Plaintiff,	:	Case No. A2104121
	:	
v.	:	Judge Alison Hatheway
	:	(Magistrate Thomas Beridon)
VILLAGE OF LOCKLAND,	:	
OHIO, et al.,	:	
	:	<u>CONSENT DECREE</u>
Defendants.	:	

THIS CONSENT DECREE is effective as of the date of entry, by and between Plaintiff Raymond Cook, an individual (“Cook”) and Defendant Village of Lockland, Ohio, a municipal corporation (the “Village”).

RECITALS

- A. Cook owns the following real property (collectively, the “Property”):
 - i. Approximately 0.208 acres at 336 West Wyoming Avenue, in the Village of Lockland, Hamilton County, State of Ohio (Hamilton County, Ohio Auditor’s Parcel Id. No. 641-0005-0108-00), as further described in **Exhibit A** and referred to herein as “336 West Wyoming;”

- ii. Approximately 0.231 acres at 114 Anna Street, in the Village of Lockland, Hamilton County, State of Ohio (Hamilton County, Ohio Auditor's Parcel Id. No. 641-0005-0098-00), as further described in **Exhibit B** and referred to herein as "114 Anna Street;" and
- iii. Approximately 0.101 acres at 116 Anna Street, in the Village of Lockland, Hamilton County, State of Ohio (Hamilton County, Ohio Auditor's Parcel Id. No. 641-0005-0099-00), as further described in **Exhibit C** and referred to herein as "116 Anna Street."

B. The Village has adopted zoning regulations, which are currently titled the "Lockland Zoning Code" and located in Chapter 1240 of the Village's Code of Ordinances. Prior to the Village's adoption of any zoning regulations, the Property had been used for a variety of automobile-oriented businesses, including vehicular repair.

C. On December 17, 2015, the Village's Board of Zoning Appeals (the "BZA") found that the historic use of 114 Anna Street and 116 Anna Street for auto repair constituted a prior legal nonconforming use.

D. On November 2, 2021, the BZA found that a prior legal nonconforming use had been established for 336 West Wyoming at some point in time but had long been abandoned.

E. Cook timely appealed the BZA's 2021 decision to this Court, in the case of *Raymond Cook v. Village of Lockland, Ohio*, Hamilton C.P. No. A2104120. The Court initially affirmed the BZA's decision, but the First District Court of Appeals reversed and remanded for further proceedings in the case of *Cook v. Lockland, 2024-Ohio-9* (1st Dist.). On remand, the Court reversed the BZA's 2021 decision, held that the prior legal nonconforming use of 336 West Wyoming Avenue had not been abandoned, and ordered the Village to acknowledge and allow the same. The Village then appealed the Court's decision in the case of *Raymond Cook v. Village of Lockland, Ohio, et al.*, 1st Dist. Hamilton No. C2400706, which has since been dismissed pursuant to the Settlement Agreement (defined below).

F. In addition to appealing the BZA's 2021 decision, Cook also filed the instant action, *Raymond Cook v. Village of Lockland, Ohio*, Hamilton C.P. No. A2104121, seeking a declaration of the prior legal nonconforming use for 336 West Wyoming (Count I), damages for the alleged violation Cook's due process rights (Count II), and damages for the alleged violation of Cook's equal protection rights (Count III).

G. Cook and the Village have engaged in discussions to resolve all pending litigation and disputes regarding the use of the Property. The result of those discussions is a settlement agreement and full and final release that was executed by and between Cook and the Village on Sept 9, 2025 (the "Settlement Agreement") and this Consent Decree.

NOW, THEREFORE, in consideration of the mutual promises contained in the

Settlement Agreement, Cook and the Village, with the intent to be legally bound, hereby agree as follows.

AGREEMENT

1. The foregoing Recitals are hereby incorporated by reference.
2. Cook hereby dismisses with prejudice Counts II and III of his Complaint against the Village in this Case No. A2104121, and this Consent Decree is the final, complete, and exclusive resolution of Count I.
3. This Consent Decree runs with the land and is intended to conclusively determine the legal nonconforming use of the Property and the applicability of current and future zoning regulations with respect to the Property. Any rights and obligations of Cook herein will be binding on and inure to the benefit of all future owners of the Property. Any rights and obligations of the Village herein will be binding on and inure to any future Village Council or governing body of the Village. Either Cook or the Village may record this Consent Decree in the chain of title for the Property by filing the Consent Decree with the Office of the Hamilton County Recorder.
4. Notwithstanding anything to the contrary in the Lockland Zoning Code (or any zoning regulations that the Village might enact in the future), the Property is permitted to be used for Auto Repair as a legal nonconforming use. For purposes of this Consent Decree, "Auto Repair" means the repair and servicing of automobiles, the storage of automobiles awaiting repair and/or servicing, and related administrative office work.

5. Within six (6) months after the entry of this Consent Decree, Cook shall cause a six-foot high privacy fence to be constructed (or expanded) around the perimeter of the parking area of the Property (the "Fence"), and make the box truck that is currently present on the Property operable and hidden from view from the public right-of-way.

6. Within thirty (30) days after Cook's completion of the Fence, the Village shall issue a zoning certificate (the "Zoning Certificate") acknowledging that the Property may be used, operated, and maintained for Auto Repair, as that term is defined above, subject to the following conditions:

- a. The Fence must be maintained in good condition and repair.
- b. Any repair, servicing, or storage of automobiles must be located behind the Fence.
- c. No automobiles may be parked or stored in the public right-of-way.
- d. All parking areas shall be paved with asphalt, concrete, or a material approved by the Village.
- e. The existing structures on the Property may be maintained, repaired, and replaced as a matter of right. However, no existing structure may be physically expanded beyond its current building envelope, nor may any new structure be erected, unless a conditional use permit is obtained from the Board of Zoning Appeals.

7. Notwithstanding anything to the contrary in the Village's existing or future zoning regulations, Cook shall not be deemed to have abandoned the nonconforming use of the Property unless, for a period of twelve (12) continuous months, he manifests an intent to permanently relinquish that right, as demonstrated by specific acts or omissions. If and only if an abandonment occurs, then the Property will be deemed to have lost its legal nonconforming use for Auto Repair, and the Village may then require that further use of the Property be in compliance with applicable zoning regulations.

8. For so long as the Property is used, operated, and maintained in a manner consistent with the terms and conditions of this Consent Decree and the Zoning Certificate and without abandonment (as described above), the Property will be deemed to maintain its legal nonconforming use for Auto Repair. The Village shall not issue any new violations for the improper use of the Property under the Lockland Zoning Code or any other zoning law that the Village may lawfully enact in the future for so long as the Property maintains its legal nonconforming use.

9. For so long as the Property maintains its legal nonconforming use, the Village shall apply the Lockland Zoning Code and any other applicable code to the Property in a manner consistent with this Consent Decree and Ohio law regarding vested rights and lawful nonconforming uses.

10. In the event that the Village determines that the use of the Property violates one or more provisions of this Consent Decree or the Zoning Certificate, the

Village shall provide Cook with thirty (30) days' prior written notice of the alleged violation(s) before issuing a citation for such alleged violation.

11. For a period of six (6) months following the entry of this Consent Decree, the Village shall hold in abeyance the enforcement against the Property of any generally applicable non-zoning regulations, including but not limited to the Property Maintenance Code (collectively, "Non-Zoning Regulations"). After the six (6) month abeyance period, however, the Village will retain all rights and authority to enforce Non-Zoning Regulations against the Property in a manner consistent with this Consent Decree and Ohio law regarding vested rights and lawful nonconforming uses

12. The Settlement Agreement is hereby ratified and affirmed in full, and Cook and the Village agree that the Court has jurisdiction to enforce the same.

13. The Court retains jurisdiction to enforce the terms and conditions of this Consent Decree and the Settlement Agreement.

14. The Village shall pay the costs of this case to the Clerk of Courts.

15. This is a final appealable order, and there is no just reason for delay.

IT IS SO ORDERED.

JUDGE ALISON HATHEWAY

SEEN AND AGREED TO:

/s/ J.P. Burleigh

J.P. Burleigh (0101560)
Sean S. Suder (0078535)
SUDER, LLC
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Cincinnati, Ohio 45202
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jp@ssuder.com
sean@ssuder.com

Law Director for the Village

*Counsel for Defendant Village of
Lockland, Ohio*

Counsel for Plaintiff Raymond Cook

/s/ Dawn M. Frick

Dawn M. Frick (0069068)
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(513) 852-6000
kfryan@woodlamping.com

EXHIBIT A

(to EX 1 consent decree)

336 West Wyoming Avenue Legal Description

Parcel No. 641-0005-0108:

Ex, By Pm

Situate in Section 3, Township 3, Entire Range 1, Miami Purchase, and in the Village of Lockland, Springfield Township, Hamilton County, Ohio, and more particularly described as follows:

Beginning at the northeast corner of Winona (former Anna) Street and Wyoming Avenue; thence northwardly with the east line of Winona Street 180 and 60/100 feet to a point; thence eastwardly on a line parallel with Wyoming Avenue 50 feet to a point; thence southwardly and on a line parallel with Winona Avenue 180 and 60/100 feet to the North line of Wyoming Avenue; thence westwardly along the north line of Wyoming Avenue 50 feet to the place of beginning.

EXHIBIT B

(to EX 1 consent decree)

114 Anna Street Avenue Legal Description

PARCEL NO. 641-0005-0098: *S. By Priv.*

Situate in Section 3, Township 3, Entire Range 1, Miami Purchase, and in the City of Lockland, Hamilton County, Ohio, and more particularly described as follows:

Beginning at a point in the East line of Anna Street 180 feet North of the Northeast corner of Anna Street and Wyoming Avenue; thence continuing on said East line North 2 degrees 16 minutes West 70 feet; thence South 89 degrees 9 minutes East 150 feet; thence South 1 degree 33 minutes West 63.50 feet; thence North 89 degrees 0 minutes West 100 feet; thence South 1 degrees 33 minutes West 6.50 feet; thence North 89 degrees 0 minutes West 50 feet, to the point of beginning.

EXHIBIT C
(to EX 1 consent decree)

116 Anna Street Avenue Legal Description

PARCEL NO. 641-0005-0099: *LS,*

Being in the City of Lockland, Hamilton County, Ohio, in Lockland Township, formerly part of Springfield Township, in Section 3, Town 3, Entire Range 1, of the Miami Purchase, beginning at a point on the east side of Anna Street, also known as Winona Avenue, 70 feet south of the north line of the tract formerly owned by Phillip Grosh, which beginning point is also 70 feet south of the southwest corner of the premises conveyed to the Board of Education of Lockland by Jacob C. Seitz by deed recorded in Deed Book 1863, Page 163, Hamilton County, Ohio Records, said beginning point being also located as 305.05 feet south of the northeast corner of Hillside Avenue and Ann Street in said City; thence eastwardly on a line parallel to the North line of Wyoming Avenue, 150 feet; thence southwardly on a line parallel to Anna Street, 30 feet; thence westwardly on a line parallel to the north line of Wyoming Avenue, 150 feet to the east line of Anna Street; thence northwardly 30 feet to the place of beginning.

EXHIBIT 2
to Ord. # 2025 - 31

SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE

This Settlement Agreement and Full and Final Release (the “Agreement”) is effective as the last date of execution shown on the signature pages (the “Effective Date”), by and between **RAYMOND COOK**, an individual (“Cook”), and the **VILLAGE OF LOCKLAND, OHIO**, a municipal corporation (the “Village”). This Settlement Agreement in entered into under the following circumstances (the “Recitals”).

- H. Cook owns the following real property (collectively, the “Property”):
- i. Approximately 0.208 acres at 336 West Wyoming Avenue, in the Village of Lockland, Hamilton County, State of Ohio (Hamilton County, Ohio Auditor’s Parcel Id. No. 641-0005-0108-00) (“336 West Wyoming”);
 - ii. Approximately 0.231 acres at 114 Anna Street, in the Village of Lockland, Hamilton County, State of Ohio (Hamilton County, Ohio Auditor’s Parcel Id. No. 641-0005-0098-00) (“114 Anna”); and
 - iii. Approximately 0.101 acres at 116 Anna Street, in the Village of Lockland, Hamilton County, State of Ohio (Hamilton County, Ohio Auditor’s Parcel Id. No. 641-0005-0099-00) (“116 Anna”).
- I. The Village has adopted zoning regulations, which are currently titled the “Lockland Zoning Code” and located in Chapter 1240 of the Village’s Code of Ordinances.
- J. On December 17, 2015, the Village’s Board of Zoning Appeals (the “BZA”) found that the historic use of 114 Anna Street and 116 Anna Street for auto repair constituted a prior legal nonconforming use.
- K. On November 2, 2021, the BZA found that a prior legal nonconforming use had been established for 336 West Wyoming at some point in time but had long been abandoned.
- L. Cook timely appealed the BZA’s 2021 decision to the Hamilton County Court of Common Pleas, in the case of *Raymond Cook v. Village of Lockland, Ohio*, Hamilton C.P. No. A2104120. The trial court initially affirmed the BZA’s decision, but the First District Court of Appeals reversed and remanded for further proceedings in the case of *Cook v. Lockland*, 2024-Ohio-9 (1st Dist.). On remand, the trial court reversed the BZA’s 2021 decision, held that the prior legal nonconforming use of 336 West Wyoming Avenue had not been abandoned, and ordered the Village to acknowledge and allow the same. The Village then appealed the trial court’s decision in the case of *Raymond Cook v. Village of Lockland, Ohio, et al.*, 1st Dist. Hamilton No. C2400706.

M. In addition to appealing the BZA's 2021 decision, Cook also filed a separate action, *Raymond Cook v. Village of Lockland, Ohio*, Hamilton C.P. No. A2104121, seeking 1) a declaration of the prior legal nonconforming use for 336 West Wyoming, 2) damages for the alleged violation of Cook's due process rights, and 3) damages for the alleged violation of Cook's equal protection rights.

N. Cook and the Village have engaged in discussions to resolve all pending litigation and disputes regarding the use of the Property, and now desire to do so on the terms contained in this Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants described herein, the parties, intending to be legally bound, hereby agree as follows.

1. **Recitals.** The foregoing Recitals are hereby incorporated by reference as if fully rewritten in this paragraph.
2. **Consent Decree.** As consideration for both parties to enter into the Agreement, counsel for the Village and counsel for Cook have confirmed that the Hamilton County Court of Common Pleas is willing to enter a Consent Decree in Case No. A2104121, in the form of the document attached hereto as Exhibit 1. Within five (5) business days after the Effective Date, counsel for the Village and counsel for Cook will submit the Consent Decree to the court for entry. Both Cook and the Village agree that the Hamilton County Court of Common Pleas will retain jurisdiction over the parties with respect to implementation and enforcement of the terms of the Consent Decree and this Agreement. Cook and the Village hereby submit to the jurisdiction of the Hamilton County Court of Common Pleas for purposes of implementing and enforcing the Consent Decree and this Agreement and all related matters.
2. **Village's Covenants.** In exchange for Cook's covenants and promises herein, the Village hereby covenants and agrees to the following.
 - A. The Village hereby incorporates the Consent Decree by reference as if fully rewritten in this paragraph and covenants to abide by all the Village's obligations thereunder.
 - B. The Village, by and through the Public Entities Pool of Ohio ("PEP"), shall pay to Cook the sum of One Hundred Twenty Thousand Dollars and 00/100 (\$120,000.00) (the "Settlement Payment"). The Settlement Payment shall be made in the form of a certified check or cashier's check payable to "Raymond Cook" and shall be delivered to Cook's counsel, Suder, LLC, Attn: J.P. Burleigh, 1502 Vine Street, Fourth Floor, Cincinnati, OH 45202, within thirty (30) days after the court's entry of the Consent Decree.

- C. Within five (5) business days after the court's entry of the Consent Decree, the Village shall file with the First District Court of Appeals a notice of voluntary dismissal with prejudice in the case of *Raymond Cook v. Village of Lockland, Ohio, et al.*, 1st Dist. No. C2400706.
3. **Cook's Obligations.** In exchange for the Village's covenants and promises herein, Cook hereby covenants and agrees to the following:
- A. Cook hereby incorporates the Consent Decree by reference as if fully rewritten in this paragraph and covenants to abide by all Cook's obligations thereunder.
- B. Cook expressly and unconditionally releases, acquits, and forever discharges Chris Pritsch, Krista Blum, the Village of Lockland, Ohio and the Village of Lockland Board of Zoning Appeals (including all current and former elected and appointed officials and current and former employees in their individual and official capacities), the Public Entities Pool of Ohio, Sedgwick Claims Management Services, Inc. and Public Entity Risk Services of Ohio, together with their employees, volunteers, employers, principals, agents, insurers, attorneys, officers, directors, predecessors, subsidiaries, affiliates, successors, and assigns (hereinafter collectively referred to as the "Releasees"), of and from any and all liability, claims, demands, controversies, actions, causes of action, and suits at law or in equity, known or unknown, which Cook currently has against the Releasees as of the Effective Date, including but not limited to, claims for personal injuries, infliction of emotional distress, mental anguish, loss of income, prejudgment interest, post-settlement interest, punitive damages, declaratory judgment, infringement of civil/constitutional rights, acquiescence in unconstitutional conduct, maintenance of an unconstitutional custom, policy or practice, denial of due process, violation of equal protection rights under state and federal constitutions, deprivation of state and/or federal constitutional rights, claims arising under O.R.C. 2506.01 et seq., O.R.C. § 2721.03; Ohio Const. amend. art. I §§ 2, 16, and 19; including but not limited to, causes of action arising under tort, contract or any other theory of recovery or any state or federal law, 42 U.S.C. § 1983; the 1866 Civil Rights Act; 42 U.S.C. §1981; 42 U.S.C. §1988; U.S. Const. and any amendments and any and all other loss, damage, and claim of every kind and nature, resulting from or to result from the actions and omissions of Releasees in any manner whatsoever connected to the treatment of Cook's real property located at 336 West Wyoming Avenue, Lockland, Ohio 45215, as more fully described in the allegations in the Case Nos. A2104120 and A2104121, pending in the Hamilton County Court of Common Pleas, respectively each captioned *Raymond Cook v. Village of Lockland, Ohio, et al.* Any actions and omissions of Releasees (including the acts and omissions alleged and that could have been alleged in the Case Nos. A2104120 and A2104121) in any manner whatsoever connected to the allegations in the Case Nos. A2104120 and A2104121 or Releasees' past treatment of the Property, as

referenced in the above Recitals, are herein referred to as the "Occurrence." The intent of this paragraph is to release the Village from all claims that Cook may have based on the Village's acts or omissions prior to the Effective Date, and nothing in this Agreement shall be construed as a release or waiver of any rights, claims, or defenses that Cook have based on the Village's future acts or omissions.

- C. Cook acknowledges that the Settlement Payment is sufficient to induce the above release and settlement of any and all claims he presently has against the Village, regardless of whether or not such claims have been asserted in court.
- D. Cook does hereby agree that he is solely and legally responsible to pay any and all applicable income taxes, including but not limited to federal, state, and local taxes, on the Settlement Payment and further agrees to indemnify and hold harmless the Releasees from any claim or liability for any taxes, penalties or interest for which he is responsible as a result of the Settlement Payment. Cook represents and warrants that he has not assigned all or any portion of the rights, titles, interests in or with respect to the Occurrence released hereunder, and that no trustee in bankruptcy or assignee for the benefit of creditors has any right to Cook's claims hereby released.
- E. Cook does hereby agree to indemnify, hold harmless, and defend the Releasees, from any and all liability, claims, demands, actions, causes of action and suits at law or in equity, for injuries, expenses, and damages known or unknown, made against or sustained by the Releasees, as a result of any amounts sought, claimed, or recovered by any insurer, person, governmental agency or other entity subrogated to the rights of Cook against the Releasees with regard to the Occurrence. Such indemnification shall include any attorney fees, court costs, and other expenses.
- F. Cook agrees that neither he nor his attorneys or representatives shall initiate a press release or make or respond to any posts on any form of social media (including but not limited to Facebook, Instagram, Twitter, Snapchat, TikTok, LinkedIn, YouTube and/or Reddit) as to the Occurrence or settlement of the Occurrence. Cook agree further that if he is contacted by any person about any information contained in this Agreement, or the amounts, numbers, or terms and conditions of said Agreement, he will respond by saying either, "no comment" or "the matter is over." However, Cook acknowledges that nothing in this Agreement shall prohibit the Releasees from complying with the Ohio Public Records Law, the Consent Decree, or as required by any other applicable state or federal law.
- G. Cook also agrees that the Releasees may use this Agreement against Cook, his successors, or any other person, in court or elsewhere, to show that no person is entitled to any additional consideration should they ever attempt to assert any other

claim for any reason whatsoever against the Releasees, because of the Occurrence.

- H. Cook acknowledges that Releasees deny liability and responsibility for any and all claims asserted by Cook and further acknowledges that the payment of the foregoing sums shall not be construed as an admission of liability and is solely paid to preclude further litigation expense.
 - H. Cook represents and agrees that the preceding paragraphs provide him due consideration for the promises that Cook is being asked to enter into in this Agreement. Cook's signature at the conclusion of this document signifies his complete agreement with the promises and with the sufficiency of this consideration for Cook's and the Releasees' mutual obligations contained in this Agreement.
4. **Reliance on Counsel; Voluntary Agreement.** In entering into this Agreement, Cook and the Village each acknowledge and represent that they have relied upon the advice of counsel; that they had a reasonable period of time in which to consider this Agreement; that they had an adequate opportunity to discuss all aspects of this Agreement with counsel; that they have carefully read and fully understand all of the provisions of this Agreement; and that they are voluntarily entering into this Agreement with full intent to be bound.
 5. **Governing Law.** This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of Ohio.
 6. **Interpretation.** 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 party.
 7. **Severability.** Should any provision of this Agreement be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall be not affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.
 8. **Integration.** This Agreement and the Consent Decree set forth the entire agreement between Cook and the Village, and fully supersede any and all prior agreements or understandings whether written or oral between the parties.
 9. **Counterparts.** This Agreement may be executed in counterparts and shall be fully enforceable so long as all parties have signed the Agreement in counterpart. This Agreement may be executed with signatures delivered in PDF form via email or in physical form via United States mail or other similar method, and copies of such signatures so delivered shall be deemed as originals. All parties signing this Agreement have taken all duly authorized action necessary to authorize the execution of this Agreement and to execute any and all documents related hereto, and each of the parties may rely upon this

section of the Agreement without the necessity of having further documentation to evidence such authority.

[signature pages follow]

ACCEPTANCE OF RAYMOND COOK

IN WITNESS WHEREOF, Raymond Cook, having been duly advised by counsel, hereby agrees to all terms of the foregoing Agreement as of the date shown below.

X _____
Raymond Cook
Date: _____

APPROVED AS TO FORM:

J.P. Burleigh, Esq.
Attorney for Raymond Cook

ACCEPTANCE OF THE VILLAGE OF LOCKLAND, OHIO

IN WITNESS WHEREOF, the Village of Lockland, Ohio, having been duly advised by counsel, hereby agrees to all terms of the foregoing Agreement as of the date shown below.

**VILLAGE OF LOCKLAND, OHIO,
a municipal corporation**

X _____
Printed Name: *Douglas W. Wehner*
Title: *Fric Frick & Village Administrator*
Date: *9/8/2025*

APPROVED AS TO FORM:

Dawn Frick, Esq.

Attorney for Village of Lockland, Ohio

EXHIBIT 1

(to Ex. 2 of Ordinance – consent decree to be inserted)