

DANIEL M. HORRIGAN

2009 JUN 30 PM 12: 28

SUMMIT COUNTY
CLERK OF THE COURT OF COMMON PLEAS
IN THE COUNTY OF SUMMIT

COUNTY OF SUMMIT

C. CRUMP, INC.)	CASE NO. CV 2008 10 7055
)	
Plaintiff)	JUDGE UNRUH
)	MAGISTRATE SHOEMAKER
-vs-)	
)	
VILLAGE OF BOSTON HEIGHTS, et al.)	<u>FINAL JUDGMENT ENTRY</u>
)	
Defendants)	

- - -

This matter came on for review by the Court. The Court being informed that the parties to this litigation have resolved all the disputed issues, claims and controversies as between them by means of a Settlement Agreement, which the parties acknowledge is a contract between them, the Court hereby incorporates said Settlement Agreement into this Final Judgment Entry, to-wit:

(1) The parties, as witnessed by their respective signatures set out hereafter, acknowledge that the said Settlement Agreement and Contract between them is intended to cover and does cover all of the disputed issues, claims and controversies as between them, and any and all losses related thereto. Further, the parties acknowledge that this Settlement Agreement and Contract includes all the essential terms and conditions of the parties' Agreement, which they acknowledge to be a binding and enforceable Contract. The parties also acknowledge that good and valuable consideration has been exchanged between them. Further, the parties acknowledge that this Judgment Entry shall serve as a complete and full release as between them in regard to

these matters. The parties understand that the Court will keep continuing jurisdiction over this matter until all of the terms are complied with.

(2) The Defendant, the Village of Boston Heights, agrees that it will pay to the Plaintiff the sum of \$68,219.00 within 21 days of the filing of this entry. Such payment shall be made as between counsel for the parties. Such sum represents the base amount of \$54,819.00, coupled with a \$3,500.00 extra, a \$6,200.00 extra, a \$700.00 extra and a \$3,000.00 extra.

Defendant shall also pay to the Plaintiff the \$7,000.00 bond posted by the Plaintiff.

(3) Cost of this matter shall be paid by the Defendant.

(4) It is further agreed between the parties that if the Defendant does not pay the aforementioned sum of \$68,219.00 within 21 days of the filing of this entry, the Plaintiff shall be entitled to recover prejudgment interest on this amount. Such amount of prejudgment interest shall be calculated from the date of completion of the project, which is agreed to be July 18, 2007.

(5) The parties also acknowledge that they have had the full opportunity to review this entry and consult with their counsel prior to signing.

(6) This entry was read in its entirety on the record with the below signators being present. Such record is fully incorporated as through set forth herein.

IT IS SO ORDERED.


MAGISTRATE JOHN H. SHOEMAKER

for 
JUDGE BRENDA BURNHAM UNRUH

APPROVED:



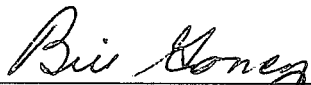
Plaintiff Curtis Crump, President of C. Crump, Inc.

Date: 06 30 09



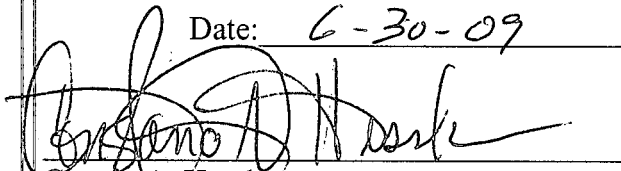
Chad Murdock
Attorney for Plaintiff

Date: 6-30-09



William Gony, Mayor of the Village of Boston Heights

Date: 6-30-09



Connie A. Hesske
Attorney for Defendant

Date: 6-30-09

lcb
08-7055je