

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 040

By: Mr. Daymut

AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF FIELDSTONE PRESERVE SUBDIVISION PHASE 3-THE ENCLAVE AT FIELDSTONE PRESERVE, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the plat of Fieldstone Preserve Subdivision Phase 3-The Enclave at Fieldstone Preserve is being submitted to this Council for review pursuant to Title Four of Part Twelve of the Codified Ordinances of the City of Strongsville, entitled "Subdivision Regulations"; and

WHEREAS, Pulte Homes of Ohio, LLC, the owner of said Subdivision, has submitted the subdivision plat and tax split map (attached hereto as Exhibits "1" and "1a") to the Planning Commission of the City of Strongsville; and the Planning Commission approved the plat on February 23, 2017; and

WHEREAS, the City Engineer of the City of Strongsville has reviewed the aforesaid plat and documents, and finds them in good order and has approved them, and recommends to Council that this Subdivision be approved for recording purposes only; and

WHEREAS, this Council desires to approve the aforesaid plat and map for recording purposes only.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That, pursuant to Section 1228.03 of the City of Strongsville, this Council hereby approves the form of security by the Owner, and the terms and conditions of the Agreement between the City and the Owner, attached hereto as Exhibit "2"; and it is hereby determined that all of the improvements as shown on the improvement plans on file with the City Engineer and/or required by Section 1228.01 shall be installed in the manner required by the Ordinances of the City on or before November 1, 2017.

Section 2. That the Mayor be and is hereby authorized to execute the aforesaid Agreement (Exhibit "2") and to do or delegate to appropriate officers and employees of the City the performance of all things necessary to implement and carry out such Agreement.

Section 3. That, subject to the aforesaid Agreement, the Council of the City of Strongsville does hereby approve the subdivision plat and tax split map submitted by Pulte Homes of Ohio, LLC., owner and developer of Fieldstone Preserve Subdivision Phase 3-The Enclave at Fieldstone Preserve in the City of Strongsville, for recording purposes only.

Section 4. That the City Engineer be and is hereby authorized to accept the necessary plat and documents, which he shall keep on file on behalf of the City after recording with the Cuyahoga County Fiscal Officer. The Engineer is further directed to endorse on the recordation plat that the plat is to be recorded for recording purposes only, and not for dedication.

Section 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

Renald M. Dooner
 President of Council

Approved: Thomas B. Brietz
 Mayor

Date Passed: 3-20-17

Date Approved: 3-21-17

	<u>Yea</u>	<u>Nay</u>
Carbone	<u>✓</u>	<u>_____</u>
Daymut	<u>✓</u>	<u>_____</u>
DeMio	<u>✓</u>	<u>_____</u>
Dooner	<u>✓</u>	<u>_____</u>
Schonhut	<u>✓</u>	<u>_____</u>
Short	<u>✓</u>	<u>_____</u>
Southworth	<u>✓</u>	<u>_____</u>

Attest: Christina Mehal
 Assistant Clerk of Council

ORD. No. 2017-040 Amended: _____
 1st Rdg. 03/20/17 Ref: _____
 2nd Rdg. suspended Ref: _____
 3rd Rdg. suspended Ref: _____

Fish Hrg. _____ Ref: _____
 Accepted: 03/20/17 Defeated: _____

TAX SPLIT MAP

**PARCELS 3A, 3B, 3C, 3D, 3E
FIELDSTONE PRESERVE SUBDIVISION PHASE 3
"THE ENCLAVE AT FIELDSTONE PRESERVE"**

BEING A RE-SUBDIVISION OF PARCELS 3A, 3B, 3C, 3D, & 3E IN THE FIELDSTONE PRESERVE SUBDIVISION PHASE 3 "THE ENCLAVE AT FIELDSTONE PRESERVE" AS SHOWN BY THE PLAT AS RECORDED IN VOL. P. _____ OF THE CUYAHOGA COUNTY MAP RECORDS OF PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT 89 AND 92 NOW IN THE CITY OF STRONGSVILLE, CUYAHOGA COUNTY, OHIO.

I HEREBY STATE THAT THIS PLAT HAS BEEN COMPILED FROM A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION IN JUNE 2016 AND RECORDED IN VOL. P. _____ C.M.R., THAT IT IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF. DISTANCES ARE GIVEN IN FEET AND DECIMAL THEREOF. INDICATE ANGLES ONLY. REFERENCES TO AN ASSUMED MERIDIAN AND ARE USED TO INDICATE ANGLES ONLY.

◆ INDICATES FROM MONUMENTS TO BE SET 15/8" DIAMETER REBAR.

◆ INDICATES FROM MONUMENTS TO BE SET 15/8" DIAMETER REBAR.

INDENTIFICATION (I.C. BURNING ASSOC.) AFTER CONSTRUCTION OF IMPROVEMENTS.



DONALD G. BOHNING & ASSOCIATES, INC.
CIVIL ENGINEERING & SURVEYING

MICHAEL A. ACKERMAN
REGISTERED SURVEYOR NO. 8186

ACCEPTANCE.

WE, THE UNDERSIGNED,
PULTE HOMES OF OHIO, A Michigan Limited Liability Company
OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, (DOES) HEREBY ASSENT TO AND ADOPT THIS TAX SPLIT MAP AND THE RESTRICTIONS, COVENANTS, EASEMENTS AND ENCUMBRANCES THEREON, AND WE MAKE THIS ACCEPTANCE AT THE REQUEST OF PULTE HOMES OF OHIO, A Michigan Limited Liability Company.

PULTE HOMES OF OHIO, A Michigan Limited Liability Company

BY: BRAD FROST - VICE PRESIDENT OF ACQUISITION

STATE OF OHIO COUNTY OF SS

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED BRAD FROST, known to me to be the person whose name is subscribed to the foregoing instrument, and that such instrument is their free act and deed individually, and/or as such officer, the free act and deed of such entity.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT _____ OHIO, THIS 20 DAY OF _____ 20_____.

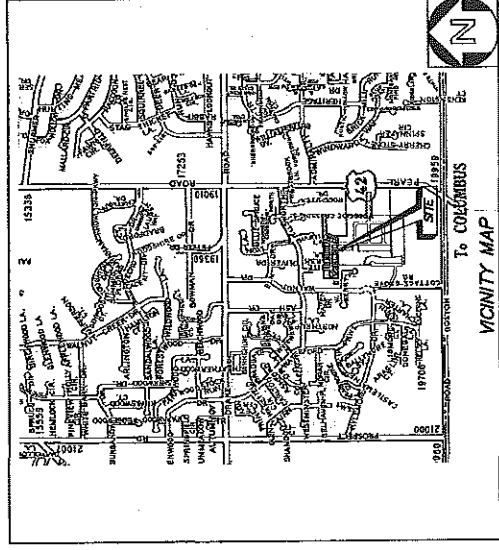
NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

AREA CHART

Description	Acres
24 UNIT PARCELS	5.3804

WETLAND NOTICE:
WETLANDS MAPS IN THE CITY OF STRONGSVILLE HAVE BEEN IDENTIFIED AS POSSIBLE WETLANDS BY THE U.S. DEPARTMENT OF THE INTERIOR FEDERAL REGULATIONS (SECTION 404 OF THE CLEAN WATER ACT - 33 U.S.C. 1344) WHICH MAY PROHIBIT OR LIMIT DEVELOPMENT WITHIN WETLANDS. SIGNIFICANT FEDERAL PROJECTS MAY BE SUBJECT TO FEDERAL PERMITS FOR THE EXISTENCE OF WETLANDS AND A PERMIT MAY BE REQUIRED FROM THE U.S. ARMY CORPS OF ENGINEERS TO WORK ON YOUR LAND.
FOR FURTHER INFORMATION CONTACT:
U.S. ARMY CORPS OF ENGINEERS, BUFFALO DISTRICT
1778 NIAGARA STREET
BUFFALO, NEW YORK 14207-3189
TELE (716) 878-4300
ADDITIONALLY, THE ISSUANCE BY THE CITY OF STRONGSVILLE OF A PERMIT FOR WHICH THIS APPLICATION IS MADE DOES NOT RELIEVE YOU FROM THE RESPONSIBILITY OF OBTAINING THIS AND TO OTHERWISE ADHERE TO ALL APPLICABLE LAWS. A PORTION OF THE LANDS WITHIN THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE DEPARTMENT OF ARMY PERMIT APPLICATION NO. 2015-03250, DATED JUNE 1, 2016, ISSUED BY THE U.S. ARMY CORPS OF ENGINEERS, BUFFALO DISTRICT.
ACKNOWLEDGED BY PULTE HOMES OF OHIO, A Michigan Limited Liability Company

BY: BRAD FROST - VICE PRESIDENT OF ACQUISITION
RESTRICTIVE AREAS
RESTRICTIONS ARE REQUIRED, "DEED RESTRICTIONS" AND ARE SUBJECT TO THE DEPARTMENT OF THE ARMY PERMIT NO. 2015-03250 RESTRICTIONS RECORDED AS A.P.L. OF THE RECORDS OF THE CUYAHOGA COUNTY RECORDER AND THE WETLANDS AND STREAMS IN THE PROTECTED AREAS WILL NOT BE ADVERSELY IMPACTED BY CONSTRUCTION OR STRUCTURAL MODIFICATIONS.



APPROVALS:
CITY ENGINEER _____ THIS PLAT HAS BEEN APPROVED BY THE CITY ENGINEER OF THE CITY OF STRONGSVILLE, OHIO, FOR RECORD PURPOSES ONLY ON THIS _____ DAY OF _____ 20_____.
PLANNING COMMISSION SECRETARY _____ PLANNING COMMISSION CHAIRMAN _____

PLANNING COMMISSION SECRETARY _____
PLANNING COMMISSION CHAIRMAN _____

COVENANTS AND RESTRICTIONS:
THIS SUBDIVISION PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (THE "DECLARATION") RECORDED AS APN _____ OF THE CUYAHOGA COUNTY RECORDS, CREATED TO ADMINISTER THE "COMMON PROPERTIES" OF THE SUBDIVISION AND TO PERFORM THE OTHER FUNCTIONS SET FORTH IN THE DECLARATION, AND ALSO AS AMENDED.

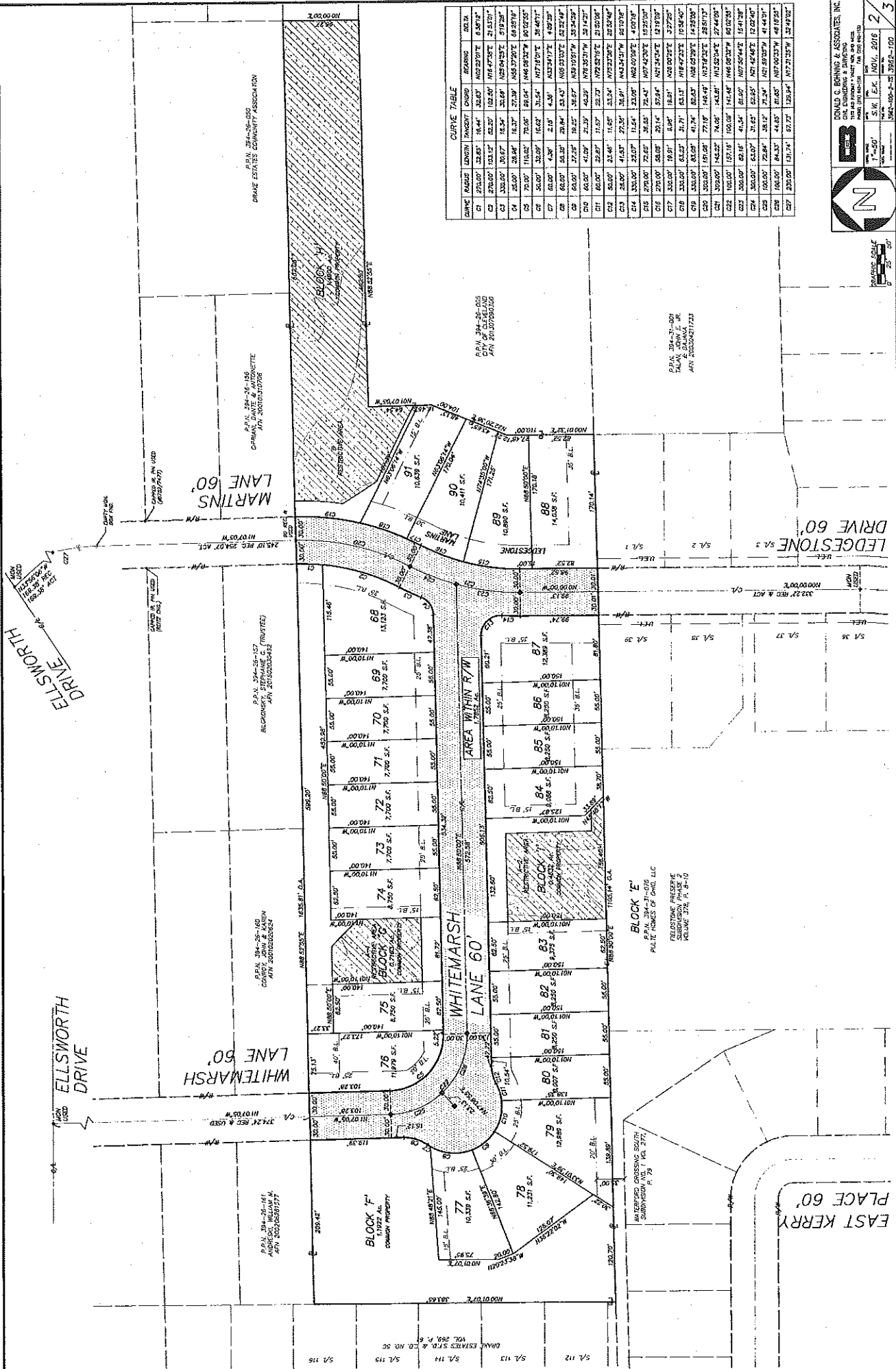
EASEMENTS:
THIS TAX SPLIT MAP IS SUBJECT TO ALL EASEMENTS AS SHOWN AND RECORDED BY THE FIELDSTONE PRESERVE SUBDIVISION PHASE 3 "THE ENCLAVE AT FIELDSTONE PRESERVE" IN VOL. _____ PAGES _____ OF CUYAHOGA COUNTY MAP RECORDS:

1. UTILITY EASEMENT (OR AS SHOWN) GRANTED TO THE ILLUMINATING COMPANY, COLUMBIA GAS COMPANY, CUYAHOGA COUNTY, OHIO.
2. PUBLIC STORM SEWER/DRAINAGE EASEMENTS.
3. RESTRICTED AREAS.
4. LANDSCAPE EASEMENTS.

RECEIVED
MAR 3 - 2017
NOTARY PUBLIC
DONALD G. BOHNING

RECEIVED
MAR 3 - 2017
NOTARY PUBLIC
DONALD G. BOHNING

DONALD G. BOHNING & ASSOCIATES, INC.
1778 NIAGARA STREET
BUFFALO, OHIO 44026
TEL: (716) 878-4300
FAX: (716) 878-4310
S.M. [E.K.] NOV. 2016
S.M. [E.K.] NOV. 2016
3962-100



CURVE TABLE

CURVE	PI	PC	PT	PD	EA	DEG	AREA
C1	276.00'	328.85'	19.44'	32.63'	106.47352'	21.531°	1,531.00'
C2	276.00'	331.12'	12.30'	32.63'	106.47352'	21.531°	1,531.00'
C3	330.00'	303.77'	12.34'	32.63'	106.47352'	21.531°	1,531.00'
C4	250.00'	308.84'	16.37'	27.39'	106.47352'	21.531°	1,531.00'
C5	75.00'	116.62'	76.00'	29.54'	106.47352'	21.531°	1,531.00'
C6	50.00'	33.09'	16.62'	3.54'	106.47352'	21.531°	1,531.00'
C7	60.00'	4.38'	2.19'	4.31'	106.47352'	21.531°	1,531.00'
C8	60.00'	37.27'	29.84'	23.41'	106.47352'	21.531°	1,531.00'
C9	60.00'	37.27'	19.52'	19.52'	106.47352'	21.531°	1,531.00'
C10	60.00'	41.29'	21.32'	21.32'	106.47352'	21.531°	1,531.00'
C11	60.00'	22.07'	11.57'	22.07'	106.47352'	21.531°	1,531.00'
C12	60.00'	23.46'	11.69'	23.46'	106.47352'	21.531°	1,531.00'
C13	250.00'	23.07'	15.64'	23.07'	106.47352'	21.531°	1,531.00'
C14	276.00'	27.02'	26.53'	27.02'	106.47352'	21.531°	1,531.00'
C15	276.00'	27.02'	26.53'	27.02'	106.47352'	21.531°	1,531.00'
C16	276.00'	27.02'	26.53'	27.02'	106.47352'	21.531°	1,531.00'
C17	330.00'	19.51'	18.91'	19.51'	106.47352'	21.531°	1,531.00'
C18	330.00'	19.51'	18.91'	19.51'	106.47352'	21.531°	1,531.00'
C19	330.00'	19.51'	18.91'	19.51'	106.47352'	21.531°	1,531.00'
C20	330.00'	19.51'	18.91'	19.51'	106.47352'	21.531°	1,531.00'
C21	330.00'	19.51'	18.91'	19.51'	106.47352'	21.531°	1,531.00'
C22	330.00'	19.51'	18.91'	19.51'	106.47352'	21.531°	1,531.00'
C23	330.00'	19.51'	18.91'	19.51'	106.47352'	21.531°	1,531.00'
C24	330.00'	19.51'	18.91'	19.51'	106.47352'	21.531°	1,531.00'
C25	330.00'	19.51'	18.91'	19.51'	106.47352'	21.531°	1,531.00'
C26	330.00'	19.51'	18.91'	19.51'	106.47352'	21.531°	1,531.00'
C27	330.00'	19.51'	18.91'	19.51'	106.47352'	21.531°	1,531.00'



RONALD G. BROWN & ASSOCIATES, INC.
 CIVIL ENGINEERS & ARCHITECTS
 1000 W. 10th Street, Suite 100
 Oklahoma City, Oklahoma 73106
 S. K. F. K. NOV. 2016 2/3

P.O. BOX 24-168
 CAROLYN DANTE & ASSOCIATES
 1174 300010107008

P.O. BOX 24-168
 CAROLYN DANTE & ASSOCIATES
 1174 300010107008

P.O. BOX 24-168
 CAROLYN DANTE & ASSOCIATES
 1174 300010107008

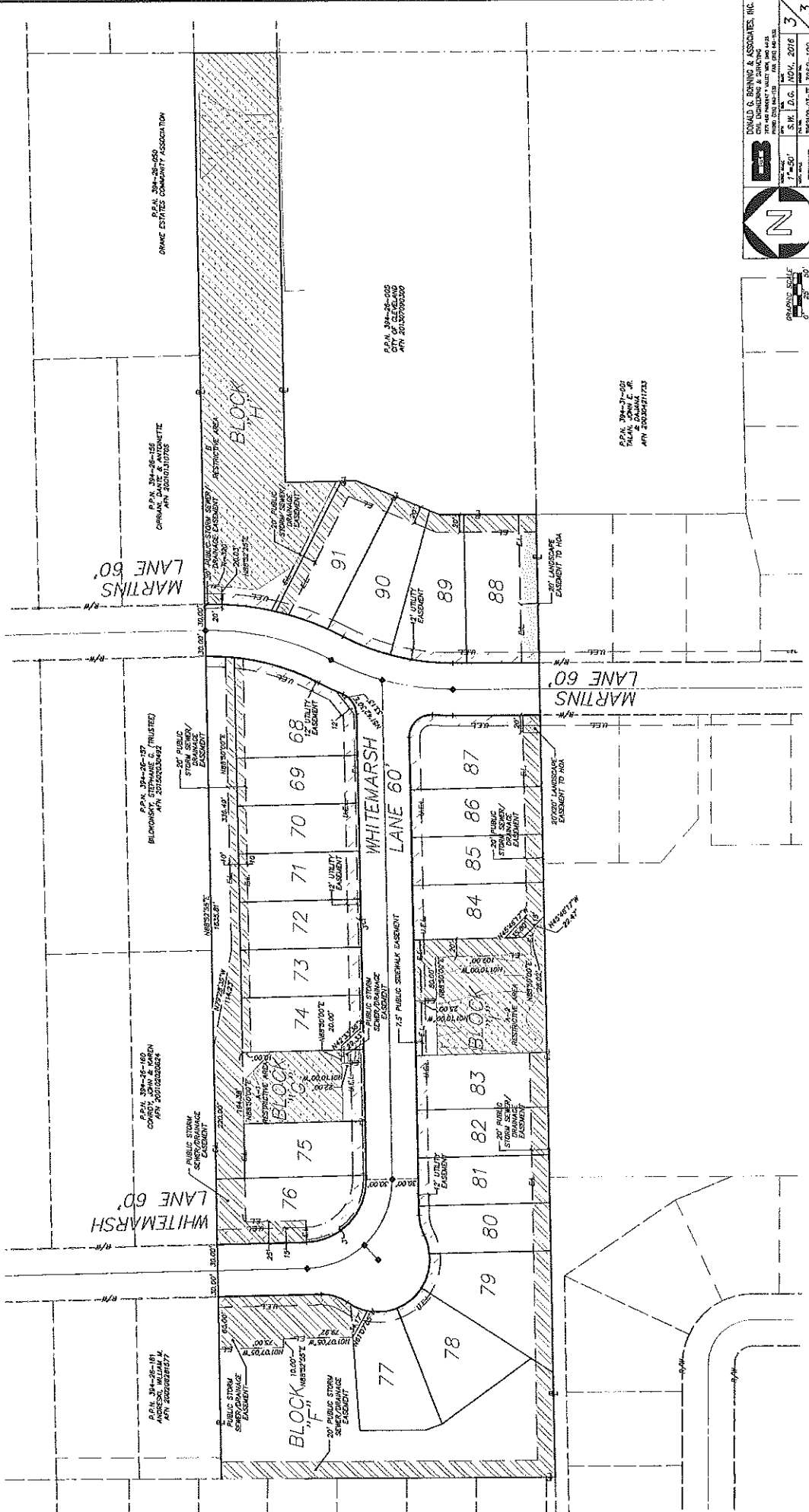
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SA 116 SA 115 SA 114 SA 113 SA 112 SA 111 SA 110 SA 109 SA 108 SA 107 SA 106 SA 105 SA 104 SA 103 SA 102 SA 101 SA 100 SA 99 SA 98 SA 97 SA 96 SA 95 SA 94 SA 93 SA 92 SA 91 SA 90 SA 89 SA 88 SA 87 SA 86 SA 85 SA 84 SA 83 SA 82 SA 81 SA 80 SA 79 SA 78 SA 77 SA 76 SA 75 SA 74 SA 73 SA 72 SA 71 SA 70 SA 69 SA 68 SA 67

EASEMENT LEGEND

- STORM SEWER/DRAINAGE EASEMENT
- PUBLIC UTILITY EASEMENT



P.P.N. 304-26-155
 CHIRAK, DANIT & ANTONIETTI
 APR. 2012/03/07/08

P.P.N. 304-26-156
 CHIRAK, DANIT & ANTONIETTI
 APR. 2012/03/07/08


P.P.N. 304-26-157
 BLOKOWSKI, STEPHANIE C. (TRUSTEE)
 APR. 2012/02/04/02

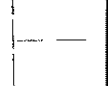
P.P.N. 304-26-158
 COMPTON, JOHN & WAREN
 APR. 2012/02/02/02/04

P.P.N. 304-26-161
 ANDREWS, WILLIAM K.
 APR. 2012/02/02/02/07

P.P.N. 304-26-160
 CITY OF CLEVELAND
 APR. 2013/09/03/00

P.P.N. 304-26-161
 HALL & GRAMM, JR.
 APR. 2012/04/17/23


 DONALD G. ENNING & ASSOCIATES, INC.
 CIVIL ENGINEERING & SURVEYING
 1700 W. HENRY STREET, SUITE 200
 CLEVELAND, OHIO 44115-1400
 TEL: 216.763.1100
 FAX: 216.763.1101
 E-MAIL: DENNING@DGENNING.COM
 S.W. D.C. NOV. 2016
 304210-02-15 1562-100



0' 10' 20'
 FEET

1" = 50'
 304210-02-15 1562-100

3
 3

SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

THIS AGREEMENT made this 21st day of March, 2017, by and between **PULTE HOMES OF OHIO, LLC**, an Ohio limited liability company, located at 387 Medina Road, Suite 1700, Medina, OH 44256, hereinafter called the "Developer", and the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, OH 44149, hereinafter called "City".

WHEREAS, Developer is desirous of developing certain lands known as **FIELDSTONE PRESERVE SUBDIVISION PHASE 3-THE ENCLAVE AT FIELDSTONE PRESERVE**, as the same were approved by the City's Planning Commission on February 23, 2017; and

WHEREAS, the Council of the City has adopted subdivision regulations consisting of Title Four of Part Twelve of the Planning and Zoning Code of the Codified Ordinances of the City, which establish requirements for the submission, approval, construction and dedication of subdivision improvements; and

WHEREAS, said subdivision regulations provide at Section 1228.03 of the Codified Ordinances that no plat for record shall be approved for record purposes until the improvements required by Section 1228.01 of the Codified Ordinances (hereinafter "improvements") have been installed, or until Council approves an agreement and a form of security which assure that the cost and expense of all improvements are available to the City for the completion of such improvements in the event that the Developer defaults or otherwise fails to perform Developer's commitment to complete such improvements; and

WHEREAS, Developer has agreed to pay for the installation and completion of the aforesaid improvements and comply with and abide by all the terms and conditions established by the Planning Commission, as set forth in this agreement, and contained in the applicable law, and the receipt of which is hereby acknowledged.

NOW, THEREFORE, in consideration of the aforesaid premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Developer and City do hereby mutually covenant and agree as follows:

I. IMPROVEMENTS, SECURITY, ACCEPTANCE AND DEDICATION.

1. Developer shall convey or dedicate to the City any applicable public streets, alleys, roads, avenues, drives and public ways in the Subdivision known as **FIELDSTONE PRESERVE SUBDIVISION PHASE 3-THE ENCLAVE AT FIELDSTONE PRESERVE**, as approved by the City's Planning Commission.

2. Developer shall convey or dedicate to the City or other appropriate public entity or public utility all public sewers, water lines and other public utilities and

improvements constructed or caused to be constructed on the aforementioned streets, alleys, roads, avenues, drives and public ways in said Subdivision, and shall grant easements and rights-of-way to said entities as may be required.

3. Developer shall construct or enter into a contract for the construction of the improvements required in the aforesaid Subdivision, as approved by the City Engineer on February 23, 2017, in accordance with the terms of this Agreement, the General Requirements herein, and the Subdivision Regulations of the City and shall pay the total cost thereof. Developer shall complete any applicable street pavements, curbs, sidewalks, sanitary sewer systems, storm drainage systems, water mains, and other utilities to be constructed in public rights-of-way on or before November 1, 2017; unless said time(s) is or are extended by the Council of the City. Such time extension(s) may be granted so long as the City Engineer determines that delays in construction are not the result of the actions or inactions of the Developer, and that Developer is making reasonable efforts to complete said improvements. Such extension(s) shall not be unreasonably withheld.

4. Any and all of the work performed as hereinabove provided shall be done subject to the approval of and inspection by the City Engineer.

5. In order to secure the performance of this Agreement and all the aforesaid work in accordance with the standards established in the Subdivision Regulations and the completion of such work within the time period(s) established herein, Developer herewith deposits with **KEY BANK NATIONAL ASSOCIATION**, incorporated in the State of Delaware, with a location at 100 Public Square, Cleveland, Ohio 44113 (hereinafter referred to as "Escrow Agent") the total sum of \$1,019,000.00 (hereinafter referred to as the "improvements security funds") to be held in escrow in accordance with the Escrow Agreement attached hereto and incorporated herein as Exhibit A and subject to the following terms:

- A. Escrow Agent shall deposit and/or invest the improvements security funds in the following accounts, and/or investments which the City is authorized to utilize by law, subject to the approval of Developer, which shall not be unreasonably withheld:
- (1) Interest-bearing accounts of **KEY BANK NATIONAL ASSOCIATION** payable or withdrawable, on demand.
 - (2) Direct obligations of the United States maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.
 - (3) Certificates of deposit maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.

- B. Escrow Agent is authorized to deliver or disburse the improvements security funds or any part thereof, with any additional funds including interest earned on the aforesaid sum, less any and all fees or penalties arising from the deposit or investment to the Developer as follows:
- (1) Only upon receipt of all of the following items shall the Escrow Agent deliver or disburse all or the remainder of the improvements security funds:
 - (a) The certificate of the City Engineer that all improvements have been installed in accordance with the requirements of the subdivision regulations of the City and with the actions of the Planning Commission;
 - (b) Evidence of receipt by the City of a maintenance bond securing the maintenance and repair of the improvements for a period of two years in a form approved by the Law Director;
 - (c) A policy of title insurance in form approved by the Law Director covering all lands to be dedicated to public use, and showing title to the same to be in the City free and clear of any easements, mortgages, taxes, liens, assessments or other encumbrances of any kind whatsoever except the easements required by the Subdivision Regulations of the City and taxes not yet due and payable, or a certificate from the City Engineer acknowledging receipt of same;
 - (d) Evidence of Deposit by the Developer with the City or the Escrow Agent of a sum sufficient to pay all taxes and assessments which are a lien but not yet due and payable; and
 - (e) A copy of legislation duly adopted by the Council of the City accepting the dedication or conveyance of all lands and improvements required to be dedicated or conveyed by this Agreement, certified by the Clerk of Council to be a true and correct copy of the original.
 - (2) Upon receipt of certification by the City Engineer of the satisfactory completion of a portion of the aforesaid improvements, and upon a determination by the City that all remaining uncompleted improvements are adequately secured, the Escrow Agent shall release a portion of the improvements security funds deposited equal to an amount estimated by the City Engineer to be the cost of that portion of the improvements completed, or the difference

between the total sum on deposit and the total sum determined by the City to be necessary to secure the completion of all remaining uncompleted improvements and all other obligations of Developer under this agreement, whichever may be less.

- C. The Escrow Agent is authorized to deliver or disburse to the City all or any part of the improvements security funds as determined by the City Engineer, plus any additional funds including interest earned on the aforesaid sums, less any and all fees or penalties due arising from the deposit or investment upon Escrow Agent being notified by the City of the occurrence of one or more of the following events:
- (1) If the Developer assigns this Agreement, or any interest therein to any person, firm or corporation, or gives to any person, firm or corporation, any order or orders thereon;
 - (2) If the required improvements shall violate building subdivision or zoning laws of the City;
 - (3) If the land within the development area as identified on the subdivision plat approved for record purposes is used for any unlawful purpose, or is occupied for other than dwelling purposes, or for any purpose without the approval of the appropriate administrative official, board, or commission of the City;
 - (4) If the improvements are not fully constructed by the completion date(s) established in paragraph 1. 3. above, or by any extension date approved by Council pursuant thereto.
 - (5) If the improvements in the judgment of the City Engineer are materially injured or destroyed prior to acceptance by the City, and no insurance or other provision acceptable to the City is made for prompt replacement or repair of the same at no cost to the City.
 - (6) If the Developer fails to construct the improvements in accordance with plans and specifications that have been approved by the proper City authorities having charge thereof;
 - (7) If the Developer does not permit the City or its authorized agents or employees to enter upon and inspect the same in every part at all reasonable times;
 - (8) If the Developer shall commit an act of bankruptcy or if any relief under the Bankruptcy Act is sought by or against Developer or if a receiver is appointed to take charge of the assets or affairs of the Developer or if Developer should become insolvent.

Prior to the delivery or disbursement of improvements security funds under this paragraph I. 5.C., the City shall provide written notice by personal, or mail delivery to Developer of the grounds therefor, and shall establish and notify Developer of a time period within which Developer shall be afforded an opportunity to correct or cure the circumstances giving rise thereto. Such time period for correction or cure shall be no less than forty-five (45) days, unless the City Engineer determines that immediate work is required to protect the public health, safety and welfare, in which case such time period shall be as established by the City Engineer.

- D. The Developer and the City agree that any interest earned on the improvements security funds shall be disbursed to the same parties, at the same time, and in the same proportion as the principal.
- E. In the event of any dispute under this Agreement, Developer and City agree that City and the Escrow Agent shall disburse the improvements security funds in accordance with a final judgment entered in a court of law determining legal entitlement to such funds. Such a judgment will not be considered final until appellate review sought by either or both of the parties with respect to their legal entitlement to such funds has terminated.

Upon the proper completion of all improvements and their approval by the City Engineer, and if said improvements then comply with all present state laws, City ordinances and Planning Commission rules, regulations and requirements, and all other subdivision regulations of the City have been complied with, the City will then accept the aforesaid improvements.

II. GENERAL REQUIREMENTS.

1. Developer's application(s), all maps on file, construction plans, detail maps and state laws, present City ordinances, Planning Commission rules, regulations and official acts with respect to this Subdivision and all the terms and conditions of final approval are incorporated herein by reference as if set forth at length, except as expressly modified herein.

2. Prior to proceeding with the work, the Developer will apply for and secure permit(s) and pay all fees as required by the City ordinances.

3. The Developer agrees that if any drainage easements are necessary to insure adequate drainage of the tract, same shall be obtained by the Developer at its sole cost and expense. All of such easements which are necessary for the drainage in the tract shall be procured in the name of the City, it being understood that same shall be held until acceptance of the streets by the City, after which same will be recorded in

the City's favor. The taking of such easements shall not be construed as the exercise of dominion and control by the City over said streets until such time as they are formally accepted.

4. The Developer agrees that if during the course of construction and installation of improvements it shall be determined by the City Engineer that revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and are indicated by the City Engineer and approved by the City.

5. Developer shall defend, indemnify and hold harmless City and its officials, employees and agents, and their respective heirs, successors, personal representatives and assigns, from and against any and all suits, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees and expenses of whatever kind and nature, in law or equity, known or unknown, based upon, resulting from or arising directly or indirectly out of the condition, status, quality, nature, contamination or environmental state of the Developer's Property until such time as all environmental laws, regulations, orders and directives are complied with.

6. The Developer hereby agrees to procure, at its expense, the necessary permits and furnish any bond required for the opening of any state or county roads.

7. Developer agrees that prior to the issuance of any building permits within the subdivision, all street pavements, curbs, sanitary sewer systems, storm drainage systems, water mains and required appurtenances shall be completed and approved by the City Engineer, provided that the Building Commissioner may issue permits for "Model" home(s) or unit(s) upon his determination that improvements have been installed to the extent he deems necessary to serve and permit occupancy of such home(s) or unit(s); and, except as otherwise provided for model home(s) and unit(s), prior to the issuance of any certificates of occupancy by the City, all improvements and utilities must be completed and all other applicable state and local requirements must be complied with.

8. The City shall not be responsible for road or other improvements, maintenance or care until the same are accepted for dedication, nor shall the City exercise any control over the improvements until accepted for dedication.

9. The Developer shall maintain, clean and snow plow such roads until acceptance by the City. In the event of default of these obligations by the Developer, the City without notice to the Developer may undertake the same at the expense of the Developer.

10. If the City determines that there is a violation of present state laws, City ordinances, Planning Commission rules, regulations and requirements, subdivision

regulations and/or terms and provisions of this Agreement, it may issue a stop work order.

11. This Agreement and the covenants contained herein shall run with the land, and shall inure to the benefit of the City and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have affixed their hands the day and year first above written.

Nancy M. Sikorski
Christy Mene

"CITY"
CITY OF STRONGSVILLE
By: Thomas P. Perciak
Thomas P. Perciak
Title: Mayor

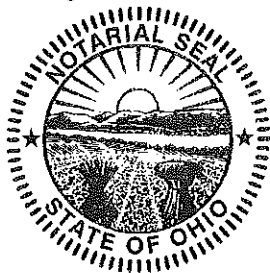
B. L. L.
Joe. Hill

"DEVELOPER"
PULTE HOMES OF OHIO, LLC (an Ohio Limited Liability Co.)
By: Frank Ford
Its: Vice President of Land Acq.

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **CITY OF STRONGSVILLE**, by Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said City and his free act and deed as such officer of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 21st day of March, A.D. 2017.



NANCY M SIKORSKI
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
03-14-2019

Nancy M. Sikorski
Notary Public

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)
 MEDINA (AP)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **PULTE HOMES OF OHIO, LLC**, by Brad Pirali, its VP of Land Acq., who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said limited liability company, and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 13th day of March, A.D., 2017.



DANICA M LEO
Notary Public, State of Ohio
Summit County
My Commission Expires 12-16-19

[Signature]
Notary Public

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing instrument this 13th day of March, 2017.

[Signature]
Neal M. Jamison, Law Director

Exhibit "A"

ESCROW AGREEMENT

THIS AGREEMENT, made this 21st day of March, 2017, by and among the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 ("City"), **PULTE HOMES OF OHIO, LLC**, an Ohio limited liability company, organized and existing under the laws of the State of Ohio, located at 387 Medina Road, Suite 1700, Medina, Ohio 44256 ("Owner"), and **KEY BANK NATIONAL ASSOCIATION**, a Delaware corporation, with a principal office located at 100 Public Square, Cleveland, Ohio 44113 ("Escrow Agent").

WITNESSETH:

In consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. There shall be deposited with the Escrow Agent the sum of **One Million Nineteen Thousand and no/100 Dollars (\$1,019,000.00)** ("Deposit"), to be held pursuant to the terms hereof. Upon Escrow Agent's receipt of the full Deposit, Escrow Agent shall notify both the City and Owner in writing.

2. Escrow Agent shall establish and maintain an escrow account ("Escrow") for the purposes hereof, and shall invest the Deposit in any investments as directed in writing by Owner pursuant to the Subdivision Improvements Security Agreement by and between City and Owner ("Security Agreement"). The Deposit, any gains and losses, and interest accruing thereon (such gains, losses and interest hereinafter referred to as "Deposit Interest") shall be held in the Escrow Account until disbursed in accordance with the provisions of the Security Agreement and the provisions set forth below.

3. Upon receipt by Escrow Agent of written instructions signed by City, which instructions shall be in accordance with the Security Agreement (to which Escrow Agent is not a party/signatory), the Escrow Agent shall disburse the Deposit and the Deposit Interest to the party or parties designated by the notice to receive such and, when the entire deposit has been disbursed, this Escrow Agreement shall terminate.

4. The Escrow Account shall be maintained by Escrow Agent in accordance with the following terms and conditions:

A. Escrow Agent undertakes to perform only such duties as are expressly set forth herein.

B. Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice, instructions or request

furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties.

C. Escrow Agent shall not be liable for any action taken by it in good faith, and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

D. Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving notice in writing of such resignation specifying a date when such resignation shall take effect.

E. Owner hereby agrees to pay Escrow Agent reasonable compensation for the services to be rendered hereunder, and will pay or reimburse Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorney fees, incurred or made by it in connection with carrying out its duties hereunder.

F. Owner hereby agrees to defend and indemnify Escrow Agent for, and to hold it harmless against any loss, liability or expense incurred without negligence or bad faith on the part of Escrow Agent, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including the cost and expense of defending itself against any claim of liability in the premises.

5. All notices and communications hereunder shall be in writing and shall be deemed to be given if sent by registered mail, return receipt requested, as follows:

KEY BANK NATIONAL ASSOCIATION

100 Public Square
Mail Code OH-01-10-0944
Cleveland, Ohio 44113
Attention: Lee Ann Habinak
Vice-President, Relationship Manager
Corporate Trust Escrow

PULTE HOMES OF OHIO, LLC

387 Medina Road, Suite 1700
Medina, Ohio 44256
Attention: Brian J. Cave, Land Project Manager

CITY OF STRONGSVILLE

16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Law Director

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement on the day and year first above written.

Signed in the presence of:

PULTE HOMES OF OHIO, LLC
(an Ohio Limited Liability company)

[Signature]
[Signature]

By: [Signature]
Its: Vice President of Land Acq.

CITY OF STRONGSVILLE, OHIO

[Signature]
[Signature]

By: [Signature]
Thomas P. Perciak
Its: Mayor

KEY BANK NATIONAL ASSOCIATION

[Signature]
[Signature]

By: [Signature]
Lee Ann Habinak
Its: Vice-President, Relationship Manager