

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 080

By: Mayor Perciak and All Members of Council

**AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES
ONLY THE PLAT OF PARK RIDGE CROSSING SUBDIVISION
NO. 1, IN THE CITY OF STRONGSVILLE, AND DECLARING AN
EMERGENCY.**

WHEREAS, the plat of Park Ridge Crossing Subdivision No. 1 is being submitted to this Council for review pursuant to Title Four of Part Twelve entitled "Subdivision Regulations" of the Codified Ordinances of the City of Strongsville; and

WHEREAS, Park Ridge Investments, LLC, the owner of said Subdivision, has submitted the subdivision plat (attached hereto as Exhibit "1") to the Planning Commission of the City of Strongsville, and the Planning Commission approved the plat on May 26, 2022, subject to certain conditions which have been substantially satisfied; and

WHEREAS, the City Engineer 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 January 31, 2025.

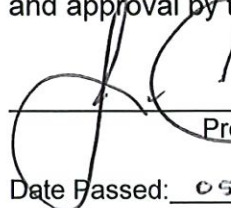
Section 2. That the Mayor be and is hereby authorized to execute the aforesaid Agreement (Exhibit 2) and to do or delegate to appropriate officers and employees of the City the performance of all things necessary to implement and carry out such Agreement.

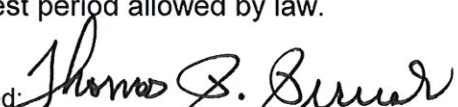
Section 3. That subject to the aforesaid Agreement, the Council of the City of Strongsville does hereby approve the subdivision plat submitted by Park Ridge Investments, LLC, owner and developer of Park Ridge Crossing Subdivision No. 1, in the City of Strongsville for recording purposes only.

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 Recorder. The Engineer is further directed to endorse on the plat that the plat is to be filed and 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, and to conform to legal requirements. 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.


President of Council
 Date Passed: 05 20 2024

Approved: 
Mayor

Date Approved: May 20, 2024

Attest: 
Clerk of Council

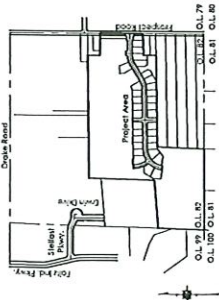
	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Clark	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kaminski	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kosek	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roff	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Short	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Spring	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Ord. No. 2024-080 Amended: _____
 1st Rdg. 05-20-24 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

Public Hrg. _____ Ref: _____
 Adopted: 05-20-24 Defeated: _____

PARK RIDGE CROSSING
SUBDIVISION NO. 1

Being a Subdivision of:
Part of P.P.N. 394-14-001 (Parcel 1 of Lot Split Made for and at the Instance of Tabor Investments Inc.
As Shown by Plat Recorded as AFR 2022011 10607 of Cuyahoga County Records)
All of P.P.N. 394-14-002 (Land Conveyed to ParkView Custom Homes LLC,
By Deed Recorded as AFR 3013123000948 of Cuyahoga County Records)
All of P.P.N. 394-14-011 (Parcel A of Plat of Survey & Property Split
As Shown by Plat Recorded in Volume 322, Page 95 of Cuyahoga County Map Records)
And All of P.P.N. 394-14-003 (Parcel D of Plat of Survey & Property Split
As Shown by Plat Recorded in Volume 322, Page 95 of Cuyahoga County Map Records)
Situated in the City of Strongsville, County of Cuyahoga and State of Ohio,
further known as being part of Lot 82 of Original Strongsville Township,
Being Township Number 5 in the 14th Range of Townships in the Connecticut Western Reserve
August 29, 2022
Scale 1"= 50'



AREA TABULATION	
AREA IN RIGHT OF WAY	3.8884 ACRES
AREA IN SUBLOTS (D1)	10.4992 ACRES
AREA IN SUBLOTS (A)	1.2181 ACRES
AREA IN SUBDIVISION TOTAL	13.6857 ACRES
AREA REMAINING LAND	43.6809 ACRES
TOTAL AREA	57.3213 ACRES

UTILITY EASEMENTS:

THE OWNERS OF THE WITHIN PLATTED LAND, DO HEREBY GRANT UNTO THE CITY OF STRONGSVILLE AND TO UTILITIES INCLUDING BUT NOT LIMITED TO, FIRST ENERGY, COLUMBIA GAS, AT&T, SPECTRUM, AND WIDE OPEN WEST, A PERMANENT UNDERGROUND UTILITY EASEMENT TWELVE (12) FEET IN WIDTH OVER, OVER AND THROUGH ALL SUBLOTS AS SHOWN HEREIN, PARALLEL WITH AND CONTIGUOUS TO ALL OTHER LOTS TO CONSTRUCT, PLACE, MAINTAIN, REPAIR, REPLACE, OR REMOVE ITEMS SUCH AS PAVEMENT, JOINT SEWER PIPE, SANITARY SEWER, PIPE, MANHOLES, DITCHES, SWALES, PLANTINGS AND/OR OTHER DRAINAGE RELATED IMPROVEMENTS. IT IS THE RESPONSIBILITY OF THE HOMEOWNERS WITHIN THE PARK RIDGE CROSSING SUBDIVISION NO. 1, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS, TO MAINTAIN AND PROTECT THE DECLARATION OF COVENANTS AND RESTRICTIONS. THE COST FOR ALL WORK PERFORMED BY THE CITY OF STRONGSVILLE WITHIN SAID EASEMENTS SHALL BE ASSESSED TO THE HOMEOWNERS' ASSOCIATION FOR REIMBURSEMENT.

THE UNDERSIGNED FURTHER AGREES THAT ANY USE OF IMPROVEMENTS MADE ON THE LAND SHALL BE IN ACCORDANCE WITH THE CITY OF STRONGSVILLE, OHIO, AND THE CITY OF STRONGSVILLE, OHIO, HAS HERETO SET ITS HAND AND SEAL TO THE ABOVE DECLARATION OF COVENANTS AND RESTRICTIONS, INCLUDING THE APPLICABLE OFF-STREET PARKING AND LOADING REQUIREMENTS OF THE CITY OF YONK, OHIO FOR THE BENEFIT OF THE EASELOR AND ALL OTHER SUBSEQUENT OWNERS OF ACTIONS TAKING TITLE FROM OR UNDER OR THROUGH THE UNDERSIGNED.

ACCEPTED BY FIRST ENERGY THIS _____ DAY OF _____, 20____
BY: _____
RIGHT - OF - WAY DIVISION

ACCEPTED BY COLUMBIA GAS THIS _____ DAY OF _____, 20____
BY: _____
RIGHT - OF - WAY DIVISION

ACCEPTED BY SPECTRUM THIS _____ DAY OF _____, 20____
BY: _____
RIGHT - OF - WAY DIVISION

ACCEPTED BY WIDE OPEN WEST THIS _____ DAY OF _____, 20____
BY: _____
RIGHT - OF - WAY DIVISION

GRANTED BY: _____ AGENT FOR PARK RIDGE INVESTMENTS, LLC
THIS _____ DAY OF _____, 20____
BY: _____

ACKNOWLEDGEMENT AND DECLARATION:

BE IT KNOWN THAT THE UNDERSIGNED, AGENT FOR PARK RIDGE INVESTMENTS, LLC, HEREBY CERTIFIES THAT THIS PLAT CORRECTLY REPRESENTS ITS PARK RIDGE CROSSING SUBDIVISION NO. 1, A SUBDIVISION OF SUBLOTS 1 THROUGH 31, INCLUSIVE, AND BLOCKS A, B, C, AND D AND DOES NOT CONSTITUTE A PLAT OF A ROAD, PARK RIDGE CROSSING - 300' (160' FEET WIDE, HIDDEN CREEK COURT - 300' (160' FEET WIDE, AND NORTH BUCHHEIM LANE (100' WIDE), AND DOES HEREBY GRANT UNTO THE HOMEOWNERS OF THE SUBLOTS AND BLOCKS A, B, C, AND D, THE RIGHT TO USE AND ENJOY THE COMMON USE AND ENJOYMENT OF THE HOMEOWNERS WITHIN THE PARK RIDGE CROSSING SUBDIVISION NO. 1, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS, AS PROVIDED AS

OF THE CUYAHOGA COUNTY RECORDS. THE TERMS AND CONDITIONS SET FORTH ARE HEREBY INCORPORATED BY REFERENCE AS THOUGH FULLY WRITTEN HEREIN AND EACH SUBLOT OWNER SHALL BE ENTITLED TO THE BENEFITS AND SUBJECT TO THE OBLIGATIONS THEREOF.

AND DOES HEREBY GRANT TO THE CITY OF STRONGSVILLE, OHIO, ITS SUCCESSORS AND ASSIGNS THE RIGHT OF ACCESS TO THE EASEMENTS SHOWN HEREON IN ORDER TO MAINTAIN, REPAIR, REPLACE, OR REMOVE ITEMS SUCH AS PAVEMENT, JOINT SEWER PIPE, SANITARY SEWER, PIPE, MANHOLES, DITCHES, SWALES, PLANTINGS AND/OR OTHER DRAINAGE RELATED IMPROVEMENTS. IT IS THE RESPONSIBILITY OF THE HOMEOWNERS WITHIN THE PARK RIDGE CROSSING SUBDIVISION NO. 1, AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS, TO MAINTAIN AND PROTECT THE DECLARATION OF COVENANTS AND RESTRICTIONS. THE COST FOR ALL WORK PERFORMED BY THE CITY OF STRONGSVILLE WITHIN SAID EASEMENTS SHALL BE ASSESSED TO THE HOMEOWNERS' ASSOCIATION FOR REIMBURSEMENT.

THE UNDERSIGNED FURTHER AGREES THAT ANY USE OF IMPROVEMENTS MADE ON THE LAND SHALL BE IN ACCORDANCE WITH THE CITY OF STRONGSVILLE, OHIO, AND THE CITY OF STRONGSVILLE, OHIO, HAS HERETO SET ITS HAND AND SEAL TO THE ABOVE DECLARATION OF COVENANTS AND RESTRICTIONS, INCLUDING THE APPLICABLE OFF-STREET PARKING AND LOADING REQUIREMENTS OF THE CITY OF YONK, OHIO FOR THE BENEFIT OF THE EASELOR AND ALL OTHER SUBSEQUENT OWNERS OF ACTIONS TAKING TITLE FROM OR UNDER OR THROUGH THE UNDERSIGNED.

IN WITNESS WHEREOF, _____ AGENT FOR PARK RIDGE INVESTMENTS, LLC HAS HERETO SET ITS HAND AND SEAL TO THE ABOVE DECLARATION OF COVENANTS AND RESTRICTIONS, INCLUDING THE APPLICABLE OFF-STREET PARKING AND LOADING REQUIREMENTS OF THE CITY OF YONK, OHIO FOR THE BENEFIT OF THE EASELOR AND ALL OTHER SUBSEQUENT OWNERS OF ACTIONS TAKING TITLE FROM OR UNDER OR THROUGH THE UNDERSIGNED.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

STATE OF OHIO)
COUNTY OF _____)
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED, _____ WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS THEIR VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC
THIS IS AN ACKNOWLEDGEMENT CLAUSE.
IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL, AT _____, OHIO, THIS _____ DAY OF _____, 20____.

WITNESSES WHEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL, AT _____, OHIO, THIS _____ DAY OF _____, 20____.

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APPROVALS:

THIS PLAT IS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF STRONGSVILLE, OHIO
THIS _____ DAY OF _____, 20____

SECRETARY

CHASMAN

THIS PLAT IS APPROVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO, FOR RECORD PURPOSES
NO. _____ DAY OF _____, 20____ BY ORDINANCE NO. _____

CLERK

MAYOR

THIS PLAT IS APPROVED BY THE ENGINEER OF THE CITY OF STRONGSVILLE, OHIO, FOR RECORD PURPOSES
NO. _____ DAY OF _____, 20____ BY ORDINANCE NO. _____

ENGINEER

THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO, HEREBY ACCEPTS THE DEDICATION OF THE ROADS
THIS _____ DAY OF _____, 20____ BY ORDINANCE NO. _____

CLERK

MAYOR

THE ENGINEER OF THE CITY OF STRONGSVILLE, OHIO, HEREBY ACCEPTS THE DEDICATION OF THE ROADS
THIS _____ DAY OF _____, 20____ BY ORDINANCE NO. _____

ENGINEER

MORTGAGE RELEASE:

BE IT KNOWN THAT _____ MORTGAGEE OF THE LAND INDICATED ON THIS PLAT DOES HEREBY JOIN IN THE ABOVE DEDICATION AND RELEASE FROM THE OPERATION AND LIEU OF THE MORTGAGE HELD BY IT, ON SAID PREMISES AS RECORDED IN DOCUMENT NO. _____ AS PROSPECT ROAD - THIRTY (30) FEET WIDE, PARK RIDGE CROSSING - 300' (160' FEET WIDE, HIDDEN CREEK COURT - 300' (160' FEET WIDE, AND NORTH BUCHHEIM LANE - 100' (50' FEET WIDE, AND THE EASEMENTS HEREON GRANTED AND RESERVED.

STATE OF OHIO)
COUNTY OF _____)
IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL, AT _____, OHIO, THIS _____ DAY OF _____, 20____.

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Michael P. Speltz
MICHAEL P. SPELTZ P.E. #0292022 DATE

CONTRACT NO.	22009
SHEET	01
OF	10

PARK RIDGE CROSSING
SUBDIVISION NO. 1

CITY OF STRONGSVILLE - CUYAHOGA COUNTY - OHIO

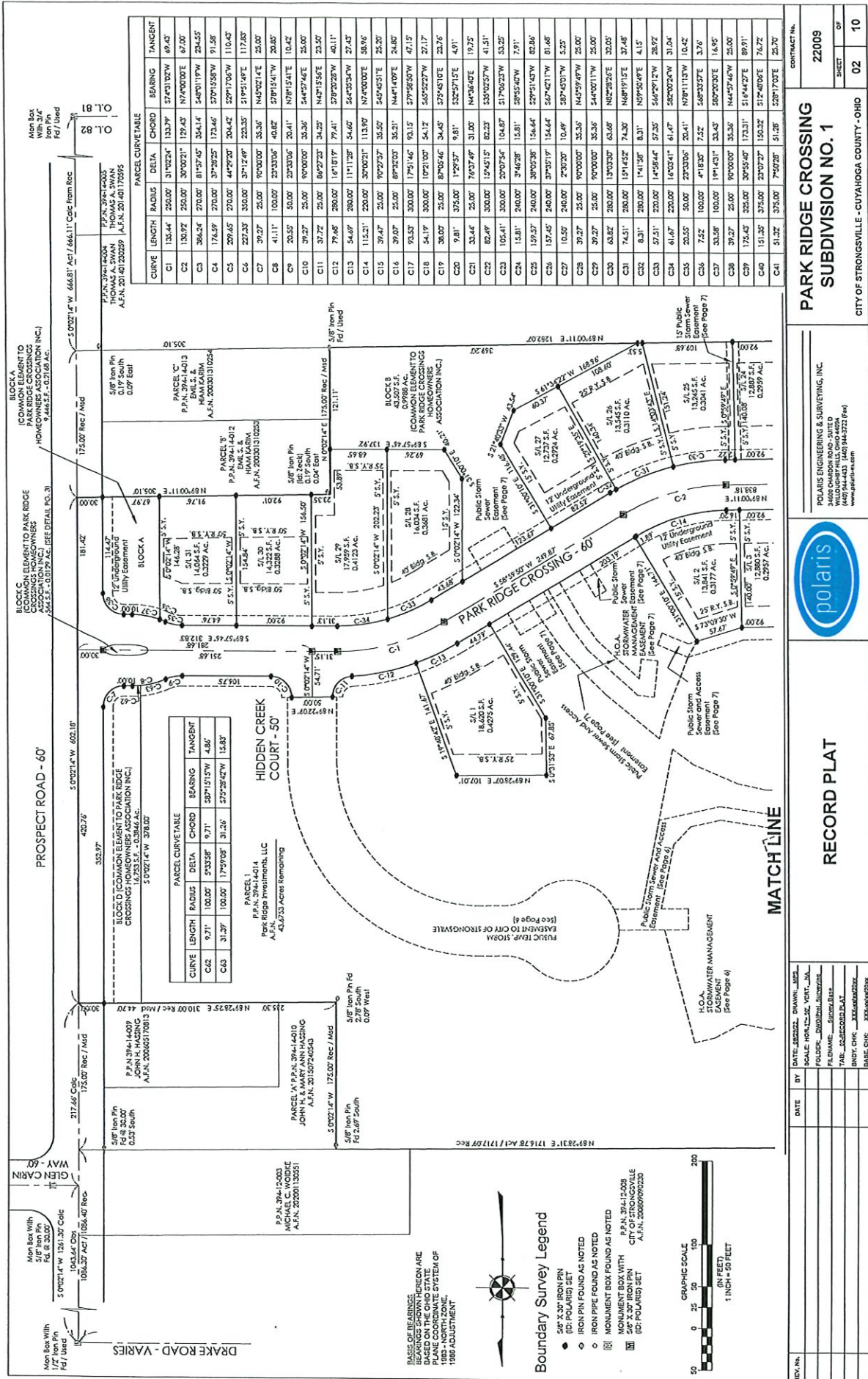
POLARIS ENGINEERING & SURVEYING, INC.
10000 WILSON ROAD
MARIETTA, OHIO 44130
(440) 944-4333 (440) 944-3722 (Fax)
www.polaris-e.com



COVER SHEET

DATE	DATE: 08/29/22	DRAWN: MJS
BY	SCALE: HORIZ. 1"= 100'	VERT. 1"= 20'
	PLOTTER: JUPITER/2400	
	FILENAME: 22009-01.dwg	
	TITLE: SUBDIVISION PLAT	
	BDOT CHC: 320-00000000	
	DATE CHC: 320-00000000	

EX. 1

[illegible]

PARK RIDGE CROSSING
SUBDIVISION NO. 1

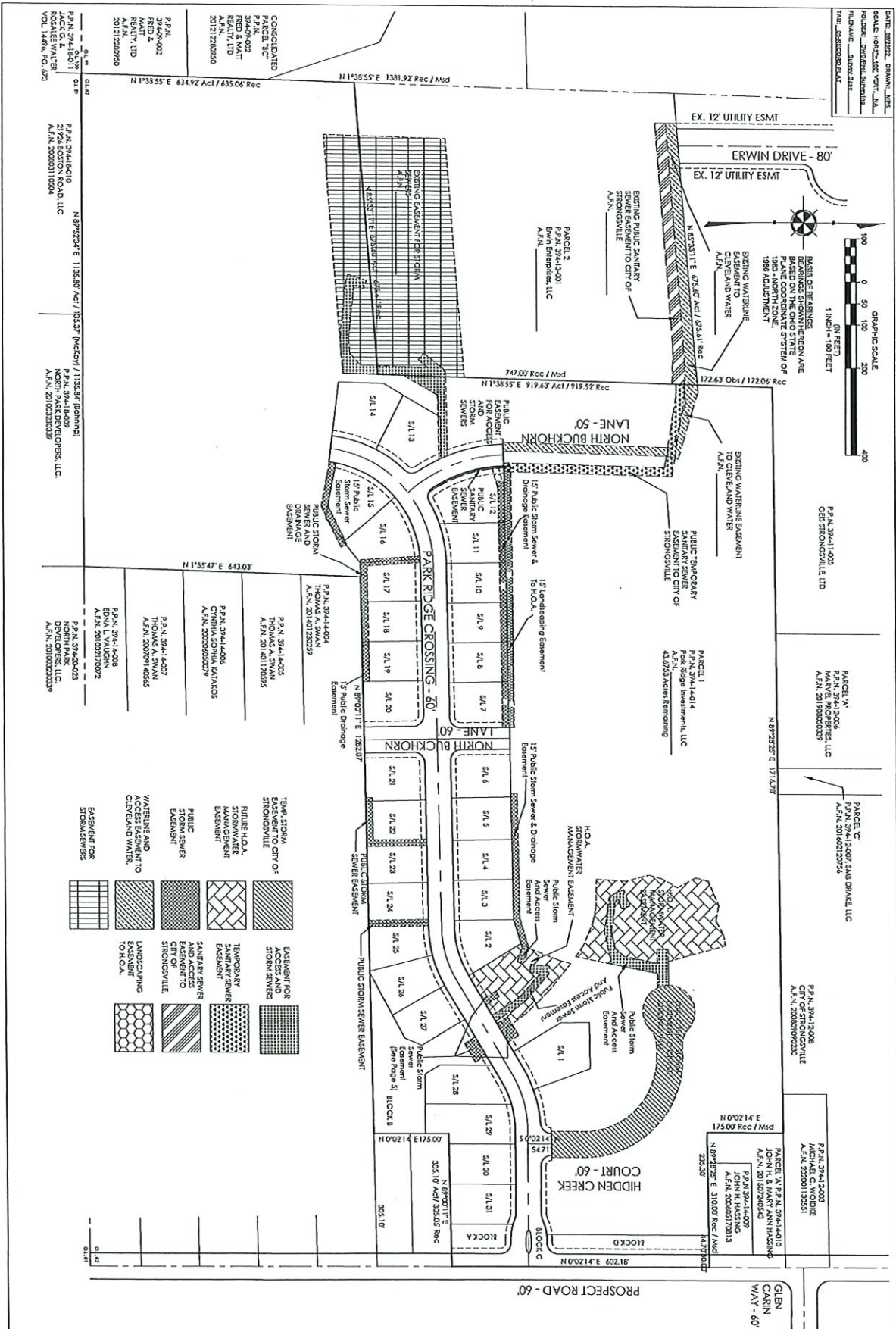
CITY - COUNTY - STATE



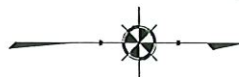
POLARIS ENGINEERING & SURV
34500 CHARDON ROAD - SUITE D
WILLOUGHBY HILLS, OHIO 44094
(440) 944-4333 (440) 944-3722 (Fax)
www.polaris-es.com

RECORD PLAT EASEMENTS

CONTRACT No.	
22009	
SHEET	OF
05	10



**BASIC OF BEARINGS,
BEARINGS SHOWN HEREON ARE
BASED ON THE OHIO STATE
PLANE COORDINATE SYSTEM OF
1983 - NORTH ZONE,
1986 ADJUSTMENT**



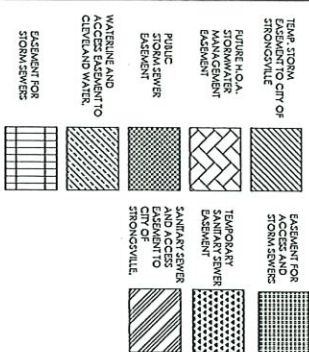
PARKCELL
P.P.N. 394-14014
Park Ridge Investments, LLC
A.F.N.
43.6753 Acres Remaining

C55	PARCEL CROWN TABLE				
	CURVE	LENGTH	RADIUS	DETA CHORD	BLANGING
C46	268.27	1738.05	9793407	261.61	169714674
C49	37.82	50.05	4793305	36.29	525135752
C40	279.27	60.05	2661141	8.79	507139231
C41	113.51	60.05	10823357	97.35	574620836
C32	25.82	60.05	2479713	10.62	515097153
C43	139.64	60.05	12389157	23.82	5595592074
C44	57.82	50.05	4793305	36.29	506513735
C35	363.27	230.05	99734107	304.65	169714674
					22.29

EASEMENT CURVE TABLE

LINE	LENGTH	DIRECTION
1	6.00	190°21'N
2	7.40	200°21'N
3	5.50	189°50'N
4	5.50	189°50'N
5	7.60	190°21'N
6	5.50	190°20'N
7	10.40	189°19'N
8	7.50	191°22'N
9	10.40	191°22'N
10	10.60	190°59'N
11	10.80	189°56'N
12	6.50	189°56'N
13	20.00	191°40'N
14	20.00	191°40'N
15	7.50	189°59'N
16	7.50	189°59'N
17	7.50	189°59'N
18	29.40	188°40'N
19	77.90	181°13'N
20	26.50	180°54'N
21	26.50	180°54'N
22	8.50	189°50'N
23	8.50	189°50'N
24	39.50	189°50'N
25	14.50	181°13'N
26	31.15	185°54'N
27	51.60	184°21'N
28	51.60	184°21'N
29	65.50	185°00'N
30	65.50	184°59'N
31	54.00	191°00'N
32	51.25	191°25'N
33	41.50	192°24'N
34	46.50	192°44'N
35	60.50	191°07'N
36	60.50	191°07'N
37	36.00	189°00'N
38	54.20	189°29'N
39	55.40	189°29'N
40	138.00	181°14'N

EASEMENT LINE TABLE



PARK RIDGE CROSSING - 60

RECORD PLAT EASEMENT DETAIL



POLARIS ENGINEERING & SURVEYING, INC.
34600 CHARDON ROAD - SUITE D
WILLOUGHBY HILLS, OHIO 44094
(440) 944-4133 (440) 944-3722 (Fax)
www.polaris-es.com

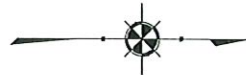
**PARK RIDGE CROSSING
SUBDIVISION NO. 1**

CITY - COUNTY - STATE










SUBDIVISION NO.
CITY - COUNTY - STATE

A horizontal graphic scale is located at the bottom of the photograph. It is marked with numbers 30, 0, 15, 30, 60, and 120. The scale is divided into segments by vertical lines, with alternating black and white segments. The text "GRAPHIC SCALE" is printed vertically along the scale.

1 INCH = 30 FEET



TASKS OF BEARINGS
BEARINGS SHOWN HEREON ARE
BASED ON THE OHIO STATE
PLANE COORDINATE SYSTEM OF
1983 - NORTH ZONE.
1986 ADJUSTMENT

TEMP. STORM ELEVATION TO CITY OF SHOKEVILLE		BASEMENT FOR STORMWATERS	
FUTURE H.O.A. STORMWATER MANAGEMENT DESIGN		TEMPORARY SANITARY SEWER BASEMENT	
PUBLIC STREET FASHION		SANITARY SEWER AND ACCESS TO CITY OF SHOKEVILLE	
WATERLINE AND ACCESS ELEVATION TO CLEVELAND WATER		LANDSCAPING BASEMENT TO HOA	
ELEVATION FOR STORMWATERS			

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C64	14.70	25.00	38°14'46"	14.39'	55°12'03" E	8.48'
C65	188.20	320.00	30°41'51"	185.50'	S18°07'48" E	76.91'
C66	175.43	325.00	30°55'40"	173.31'	S16°44'27" E	89.91'

SANITARY SEWER EASEMENT CURVE TABLE

PARCEL LINE TABLE			PARCEL LINE TABLE		
LINE	LENGTH	DIRECTION	LINE	LENGTH	DIRECTION
L102	13.12'	N62°10.5'W	L120	5.00'	N89°00.1'E
L103	105.76'	S87°55.0'W	L121	20.04'	S89°00.1'W

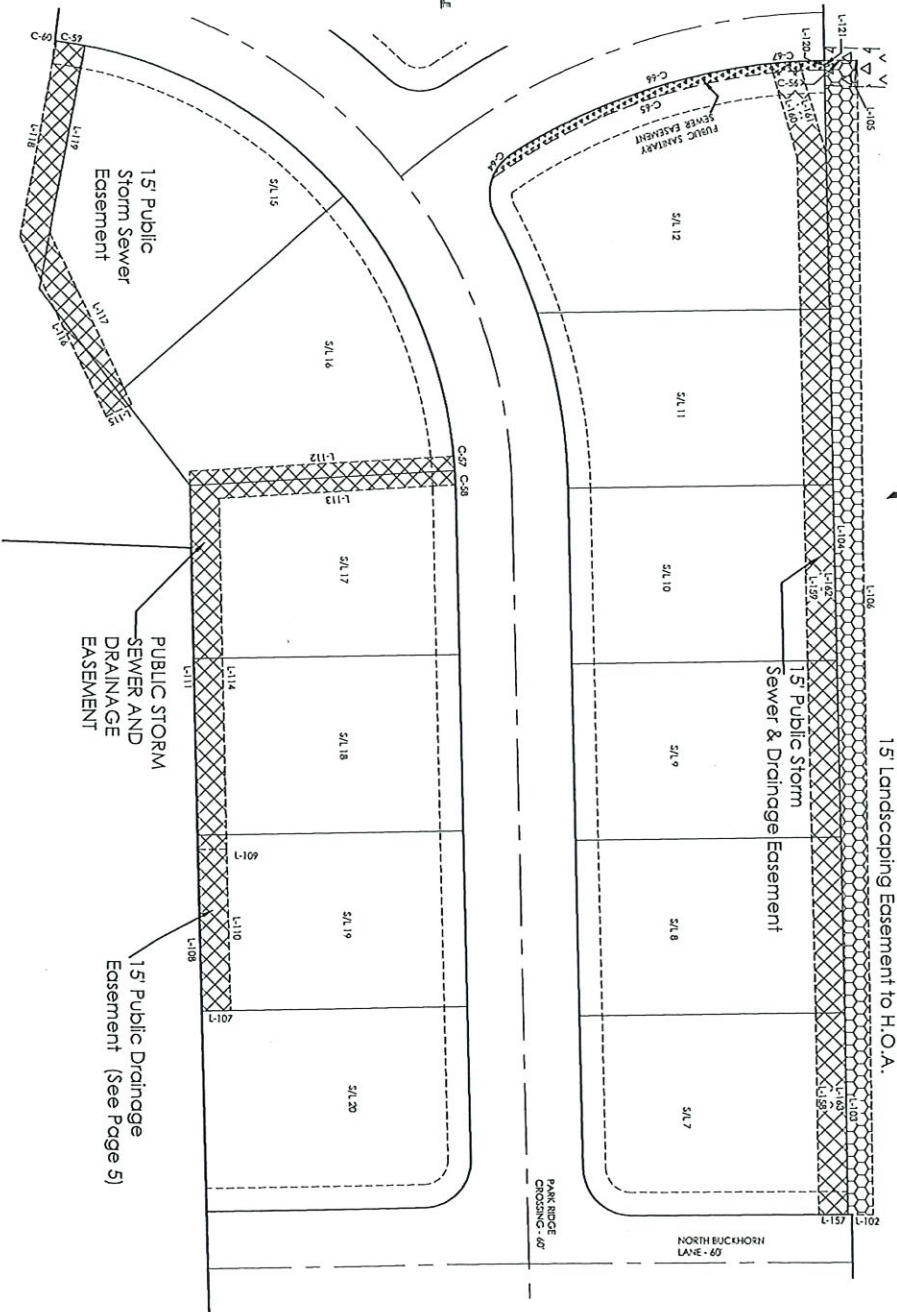
SANITARY SEWER EASEMENT LINE TABLE

PACIFIC LINE MALE	
LINE	LENGTH
L109	94.60' 35P0307W
L108	15.60' 35P0317W
L110	94.60' 35P0303E
L111	177.30' 35P0300W
L112	139.35' 35P0300W
L113	125.19' 35P0307E
L114	182.60' 35P0300E
L115	182.94' 35P0301W
L116	104.16' 34P4554E
L117	15.60' 35P0315E
L118	162.72' 35P0300W
L119	442.26' 35P0301W
L120	51.09' 35P0341W
L121	50.10' 35P0347E
L122	460.34' 35P0347E
L123	162.78' 35P0307E

STORM EASEMENT LINE TABLE

PARCEL CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C64	16.58	325.00'	2°55'53"	16.58'	S07°11'05"W	8.29'
C67	15.30'	325.00'	2°41'49"	15.30'	S4°56'53"E	7.65'

STORM AND LANDSCAPING EASEMENT CURVE TABLE



CITY - COUNTY - STATE

POLARIS ENGINEERING & SURVEYING, INC.
34500 CHARDON ROAD - SUITE D
WILLOUGHBY HILLS, OHIO 44094
(440) 944-4433 (440) 944-3722 (Fax)
www.polaris-es.com



RECORD PLAT EASEMENT DETAIL

CONTRACT NO.	
22009	
SHEET	OF
08	10

DATE: 03/22/22, DRAWN: JHS
 SCALE: HORIZONTAL: 1"=40', VERTICAL: 1"=20'
 PROJECT: CLEVELAND SUBURBAN
 FILENAME: 220009-01
 TBR: 2022/03/22/22

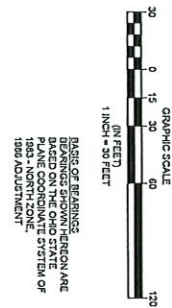
PARCEL LINE TABLE	
LINE	DIRECTION
L121	28.17' S29°34'02"W
L122	14.74' S89°59'31"W
L123	92.48' S20°05'49"W
L124	140.86' S1°38'55"W
L125	81.23' S89°33'11"W
L126	129.27' N84°19'37"W
L127	50.07' N17°15'27"W
L128	43.47' N18°44'35"E
L129	20.00' S17°15'27"E
L130	22.87' S18°44'35"W
L131	122.85' S84°19'37"E
L132	34.30' N89°33'11"E
L133	32.07' N89°33'11"E
L134	154.05' N1°38'55"E

PARCEL LINE TABLE	
LINE	DIRECTION
L135	28.17' S29°34'02"W
L136	20.07' N89°33'11"E
L137	43.47' N18°44'35"E
L138	13.01' N89°33'11"E
L139	181.27' N89°33'11"E
L140	194.86' N89°33'11"E
L141	471.06' S89°33'11"W
L142	80.46' N1°38'55"E
L143	201.14' N1°38'55"E
L144	553.13' N89°33'11"E
L145	553.13' N89°33'11"E
L146	553.01' N89°33'11"E
L147	43.07' S17°15'27"W
L148	20.11' N89°33'11"E
L149	92.47' S1°38'55"W

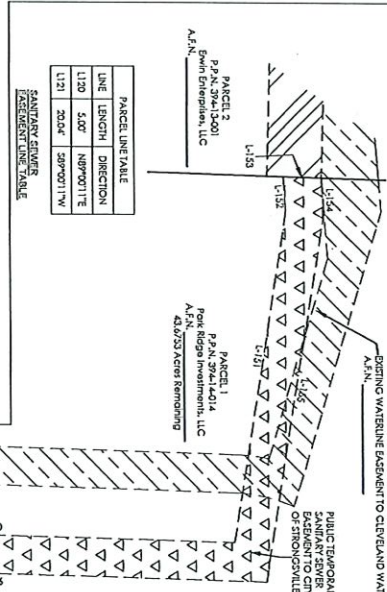
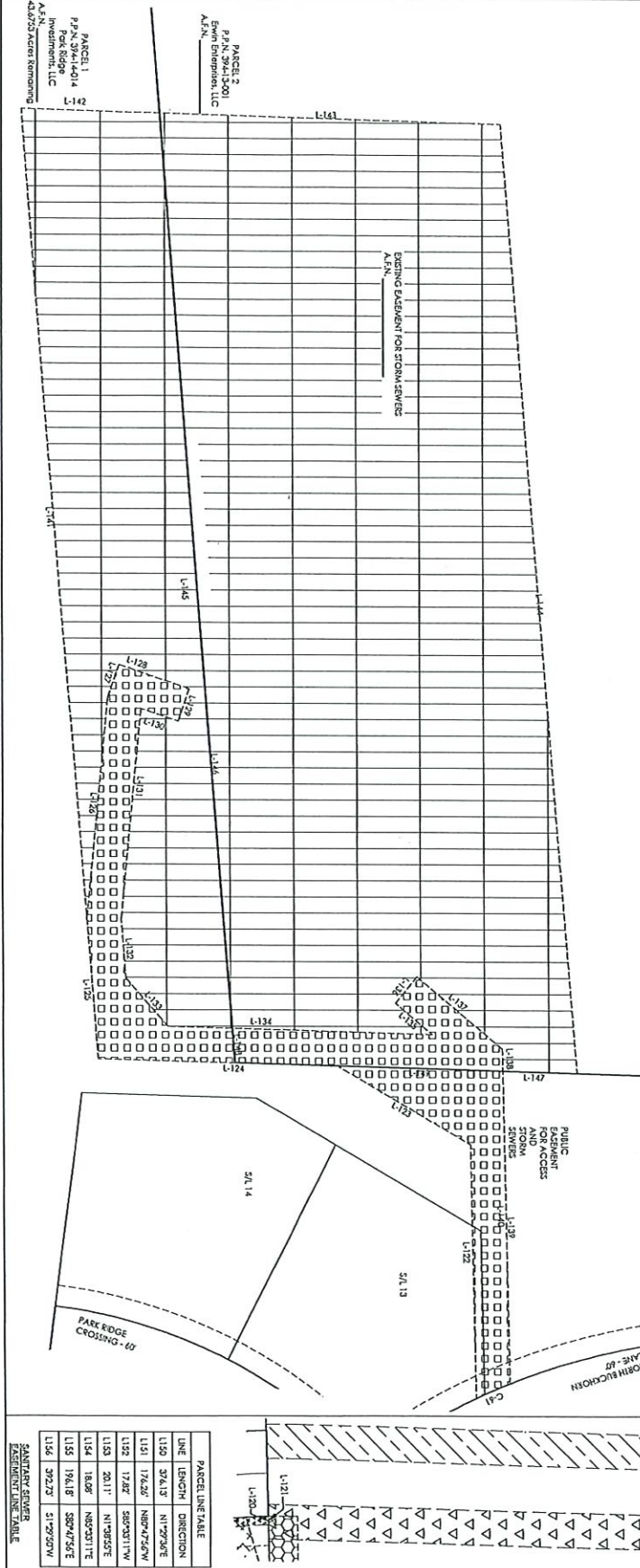
PARCEL CURVE TABLE	
CURVE	RADIUS
C-1	21.46'
C-2	375.00'
C-3	371.83'
C-4	21.45'
C-5	553.29'
C-6	10.83'

STORM EASEMENT LINE TABLE

STORM EASEMENT CURVE TABLE



NOTES: 1. ALL DISTANCES SHOWN ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM OF 1983 ADJUSTMENT.



PARCEL LINE TABLE	
LINE	DIRECTION
L150	374.13' N1°29'36"E
L151	174.26' N89°47'56"W
L152	17.82' S89°33'11"W
L153	20.11' N1°38'55"E
L154	18.08' N89°33'11"E
L155	194.15' S89°47'56"E
L156	392.25' S1°29'55"W

STORM EASEMENT LINE TABLE

SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

THIS AGREEMENT made this 20 day of may, 2024, by and between **PARK RIDGE INVESTMENTS, LLC**, an Ohio limited liability company, located at 22700 Royalton Road, Strongsville, Ohio 44149, hereinafter called the "Developer", and the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter called "City".

WHEREAS, **PARK RIDGE INVESTMENTS, LLC** is the owner and developer of certain property known as Permanent Parcel Numbers 394-14-002, 394-14-003, 394-14-011, 394-14-014, located in the City of Strongsville; and

WHEREAS, Developer is desirous of developing the aforesaid property owned by it and known as **PARK RIDGE CROSSING SUBDIVISION NO. 1**, as the same was approved by the City's Planning Commission on May 26, 2022, subject to conditions which have been substantially satisfied; 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 all the public streets, alleys, roads, avenues, drives and public ways in the Subdivision known as, 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 or outside the 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 May 26, 2022, 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 all street pavements, curbs, sidewalks, sanitary sewer systems, including off-site sanitary sewer construction, storm drainage systems, water mains, and other utilities to be constructed in public rights-of-way on or before January 31, 2025; 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 **WESTFIELD BANK, FSB**, located at Two Park Circle, P.O. Box 5002, Westfield Center, Ohio 44251 (hereinafter referred to as "Escrow Agent") the total sum of \$2,775,000.00 (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 **WESTFIELD BANK, FSB** 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 I. 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, including off-site sanitary sewer construction, 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.

James P. Ixta
Nancy M. Sikorski

"CITY"

CITY OF STRONGSVILLE

By: *Thomas P. Perciak*

Thomas P. Perciak

Title: Mayor

"DEVELOPER"

PARK RIDGE INVESTMENTS, LLC

(an Ohio Limited Liability Co.)

By: *Rick Puzzitiello*

Rick Puzzitiello

Its: Chief Executive Officer

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 20th day of May, 2024.

Nancy M. Sikorski
Notary Public



NANCY M SIKORSKI
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 03-14-29

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **PARK RIDGE INVESTMENTS, LLC, an Ohio Limited Liability Co.**, by Rick Puzzitiello, its Chief Executive Officer, 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 14 day of May, 2024.



BILLIE R CRISTINO
Notary Public
State of Ohio
My Comm. Expires
November 29, 2026

Billie R. Cristino
Notary Public

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing instrument this 14th day of May, 2024.

[Signature]
Law Director

Exhibit "A"

ESCROW AGREEMENT

THIS AGREEMENT, made this 15th day of May, 2024, by and among the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 ("City"), **PARK RIDGE INVESTMENTS, LLC**, an Ohio limited liability company, organized and existing under the laws of the State of Ohio, located at 22700 Royalton Road, Strongsville, Ohio 44149 ("Owner"), and **WESTFIELD BANK, FSB**, a financial institution and as escrow agent, located at Two Park Circle, P.O. Box 5002, Westfield Center, Ohio 44251 ("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 **Two Million Seven Hundred Seventy-Five Thousand and 00/100 Dollars (\$2,775,000.00)** ("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 the City and which is agreed to 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, 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:


WESTFIELD BANK, FSB
Two Park Circle, P.O. Box 5002
Westfield Center, Ohio 44251
Attention: Dan Bender

PARK RIDGE INVESTMENTS, LLC
22700 Royalton Road
Strongsville, Ohio 44149
Attention: Rick Puzzitiello, Chief Executive Officer


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:

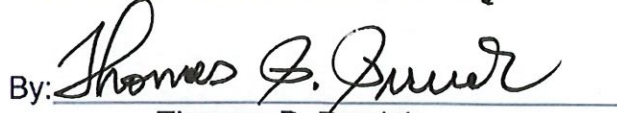

MICHELLE A. FLETTERICK,
CONTROLLER

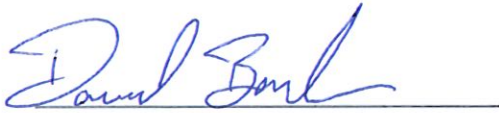
**PARK RIDGE INVESTMENTS, LLC
OF OHIO, LLC
(an Ohio Limited Liability Co.)**

By: 
Its: Rick Puzzitiello
Chief Executive Officer

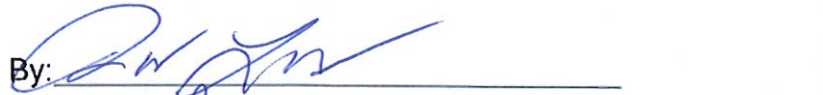



CITY OF STRONGSVILLE, OHIO

By: 
Thomas P. Perciak
Its: Mayor


Daniel Bender, SUP

WESTFIELD BANK, FSB

By: 
Its: Jarrod Long Treasury Management Leader