

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 086

By: Mr. Maloney

AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF AVERY WALDEN RESERVE SUBDIVISION, PHASE 3, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the plat of Avery Walden Reserve Subdivision, Phase 3, attached hereto as Exhibit "1", is being submitted to this Council for review pursuant to Part Twelve of Title Four of the Codified Ordinances of the City of Strongsville, entitled "Subdivision Regulations"; and

WHEREAS, Legacy-Carrington Development Group, Ltd., the owner of said Subdivision, has submitted the subdivision plat to the Planning Commission of the City of Strongsville, and the Planning Commission approved the plat on August 22, 2013, subject to certain conditions; and

WHEREAS, the 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 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, and those separately required by reason of separate Assignment and Assumption of an applicable Development Agreement, shall be installed in the manner required by the ordinances of the City on or before March 1, 2015.

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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 - ⁰⁸⁶

Page 2

Section 3. That, subject to the aforesaid Agreement, and the applicable conditions, the Council of the City of Strongsville does hereby approve the subdivision plat submitted by Legacy-Carrington Development Group, Ltd., owner of Avery Walden Reserve Subdivision, Phase 3, 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 Office. 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.

Michael Daymut

 President of Council

Approved: *Thomas S. Burd*

 Mayor

Date Passed: May 5, 2014

Date Approved: May 6, 2014

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	_____
Daymut	<input checked="" type="checkbox"/>	_____
DeMio	<input checked="" type="checkbox"/>	_____
Dooner	<input checked="" type="checkbox"/>	_____
Maloney	<input checked="" type="checkbox"/>	_____
Schonhut	<input checked="" type="checkbox"/>	_____
Southworth	<input checked="" type="checkbox"/>	_____

Attest: *Aimee Printka*

 Clerk of Council

ORD. No. 2014-086 Amended: _____
 1st Rdg. 05-05-14 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: 05-05-14 Defeated: _____

MEADOW NOTICE:
 VARIOUS LANDS IN THE CITY OF STRONGSVILLE HAVE BEEN IDENTIFIED AS POSSIBLE WETLANDS BY THE U.S. DEPARTMENT OF THE INTERIOR. FEDERAL REGULATIONS EXIST WHICH REQUIRE THAT ALL WETLANDS BE IDENTIFIED AND A PERMIT BE OBTAINED FROM THE FEDERAL GOVERNMENT FOR VIOLATIONS OF THESE REGULATIONS. PROPERTIES SHOULD BE ANALYZED 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
 1775 NIAGARA STREET
 BUFFALO, NY 14203-3189
 TELE: (716) 879-6330

ADDITIONALLY, THE ISSUANCE BY THE CITY OF STRONGSVILLE OF A PERMIT FOR WHICH OBTAINING ANY AND ALL OTHER PERMITS AS MAY BE REQUIRED BY FEDERAL, STATE OR LOCAL AUTHORITIES AND TO OTHERWISE ADHERE TO ALL APPLICABLE LAWS, A PORTION OF THE LANDS WITHIN THE CITY OF STRONGSVILLE, BUFFALO DISTRICT, OHIO, ISSUED BY THE U.S. ARMY CORPS OF ENGINEERS, BUFFALO DISTRICT, IS HEREBY RESTRICTED.
 ACKNOWLEDGED BY: LEGACY-CARRINGTON DEVELOPMENT GROUP LTD., AN OHIO LIMITED LIABILITY COMPANY



ACCEPTANCE, DEDICATION, & EASEMENTS:
 LEGACY-CARRINGTON DEVELOPMENT GROUP LTD., AN OHIO LIMITED LIABILITY COMPANY
 OWERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, (DOES) HEREBY ASSENT TO AND ADOPT THIS SUBDIVISION PLAT, AND ITS ESTABLISHED SETBACK LINES, AND ACKNOWLEDGE THAT THE SAME WAS DEEDICATED TO THE PUBLIC AND HEREBY GRANT TO THE CITY OF STRONGSVILLE AND ITS CORPORATE SUCCESSORS, PERMANENT EASEMENTS FOR PUBLIC UTILITIES AND APPURTENANCES AS SHOWN HEREON.
 LEGACY-CARRINGTON DEVELOPMENT GROUP LTD., AN OHIO LIMITED LIABILITY COMPANY
 BY: *John P. Sundori*
 JOHN P. SUNDORI - MANAGING MEMBER
 BY: *Douglas R. Krause*
 DOUGLAS R. KRAUSE - MANAGING MEMBER

ACKNOWLEDGMENT
 STATE OF OHIO
 COUNTY OF CUYAHOGA } SS
 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED **LEGACY-CARRINGTON DEVELOPMENT GROUP LTD.**, WHO EXECUTED THE FOREGOING INSTRUMENT IN BEHALF OF SAID AFOREMENTIONED, AND BY THE AUTHORITY OF SUCH ENTITY; 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 **MASTERSVILLE**, OHIO, THIS **31st** DAY OF **MAY**, 2013.
 NOTARY PUBLIC
Kenneth L. Banning



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 COUNTY OF CUYAHOGA } SS
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 IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT _____, OHIO, THIS _____ DAY OF _____, 20____.
 NOTARY PUBLIC

 MY COMMISSION EXPIRES _____

CONSERVATION EASEMENT:
 THESE AREAS HEREOF ARE DEFINED "CONSERVATION EASEMENT" AND ARE SUBJECT TO THE RESTRICTIONS AS DEFINED BY THE DEPARTMENT OF THE ARMY AND THAT SUCH APPROVAL DOES NOT CONSTITUTE THE ACCEPTANCE FOR PUBLIC USE OF ANY STREETS OR OTHER LANDS WHICH THIS PLAT INDICATES SHALL BE DEDICATED TO SUCH USE.

APPROVALS:
 CITY ENGINEER _____
 PLANNING COMMISSION APPROVED BY THE PLANNING COMMISSION OF THE CITY OF STRONGSVILLE, OHIO, ON THIS _____ DAY OF _____
 CITY ENGINEER _____
 PLANNING COMMISSION SECRETARY _____
 PLANNING COMMISSION CHAIRMAN _____
 CLERK OF COUNCIL _____
 MAYOR _____

THE ENGINEER OF THE CITY OF STRONGSVILLE, OHIO HEREBY ACCEPTS THE DEDICATION OF THIS PLAT FOR PUBLIC USE THIS _____ DAY OF _____ BY ORDINANCE NO. _____
 CLERK OF COUNCIL _____
 MAYOR _____

COVENANTS AND RESTRICTIONS:
 IN CONNECTION WITH THE OPERATION OF CONSERVATION, RESTRICTIONS AND EASEMENTS OF MARY WALDEN RESERVE ASSOCIATION, INC., STRONGSVILLE, CUYAHOGA COUNTY, OHIO (THE "DECLARATORY") RECORDED AS INSTRUMENT NO. _____ OF THE RECORDS OF THE CUYAHOGA COUNTY RECORDER, CREATED TO ADMINISTER THE "COMMON PROPERTIES" OF THE SUBDIVISION AND TO PERFORM THE OTHER FUNCTIONS SET FORTH IN THE DECLARATION.

UTILITY EASEMENT (U.E.L.):
 WE, THE OWNERS OF THE WITHIN PLATTED LAND, DO HEREBY GRANT UNTO THE ILLUMINATING COMPANY, SBC, ADELPHI, AND THE COLUMBIA GAS COMPANY, THEIR SUCCESSORS AND ASSIGNS, (HEREINAFTER REFERRED TO AS GRANTEE) A PERMANENT RIGHT-OF-WAY AND EASEMENT TWELVE (12) FEET IN WIDTH UNDER, OVER AND THROUGH ALL SUBLOTS AND ALL LANDS SHOWN HEREON AND PARALLEL WITH AND ADJACENT TO THE UNDERGROUND UTILITIES, GAS AND COMMUNICATIONS CABLES, DUCTS, CONDUITS, PIPES, SURFACE OR BELOW GROUND FACILITIES, TRANSFORMERS AND DEVICES, CONDUITS, PIPES AND CABLES, AND ALL OTHER UTILITIES AND COMMUNICATIONS SIGNALS FOR PUBLIC AND PRIVATE USE, AT SUCH LOCATIONS AS THE GRANTEE MAY DETERMINE UPON, WITHIN AND ACROSS SAID EASEMENT PREMISES. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT, WITHOUT LIABILITY HEREOF, TO REMOVE ANY AND ALL UTILITIES AND COMMUNICATIONS SIGNALS FROM SAID EASEMENT PREMISES, TO MAINTAIN, REPAIR, ALTER, AND MAINTAIN SERVICE CABLES OUTSIDE THE ABOVE DESCRIBED EASEMENT PREMISES, TO INSTALL, REPAIR, ALTER, AND MAINTAIN SERVICE CABLES OUTSIDE THE ABOVE DESCRIBED EASEMENT PREMISES, TO INSTALL, REPAIR, ALTER, AND MAINTAIN SERVICE CABLES OUTSIDE THE ABOVE DESCRIBED EASEMENT PREMISES, TO INSTALL, REPAIR, ALTER, AND MAINTAIN SERVICE CABLES OUTSIDE THE ABOVE DESCRIBED EASEMENT PREMISES, TO INSTALL, REPAIR, ALTER, AND MAINTAIN SERVICE CABLES OUTSIDE THE ABOVE DESCRIBED EASEMENT PREMISES. ALL SUBLOTS AND ALL LANDS SHALL BE RESTRICTED TO UNDERGROUND UTILITY SERVICE GRANTEE.

LEGACY-CARRINGTON DEVELOPMENT GROUP LTD., AN OHIO LIMITED LIABILITY COMPANY
 BY: *John P. Sundori*
 JOHN P. SUNDORI - MANAGING MEMBER
 BY: *Douglas R. Krause*
 DOUGLAS R. KRAUSE - MANAGING MEMBER
 GRANTEE:
 THE ILLUMINATING COMPANY
 SIGN: *[Signature]*
 COLUMBIA GAS COMPANY
 SIGN: *[Signature]*
 DAN SUREN

WETLAND NOTICE:
 VARIOUS LANDS IN THE CITY OF STRONGSVILLE HAVE BEEN IDENTIFIED AS POSSIBLE WETLANDS BY THE U.S. DEPARTMENT OF THE INTERIOR. FEDERAL REGULATIONS EXIST WHICH REQUIRE THAT ALL WETLANDS BE IDENTIFIED AND A PERMIT BE OBTAINED FROM THE FEDERAL GOVERNMENT FOR VIOLATIONS OF THESE REGULATIONS. PROPERTIES SHOULD BE ANALYZED FOR THE EXISTENCE OF WETLANDS AND A PERMIT MAY BE REQUIRED FROM THE U.S. ARMY CORPS OF ENGINEERS TO WORK ON YOUR LAND.
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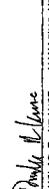
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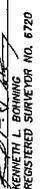
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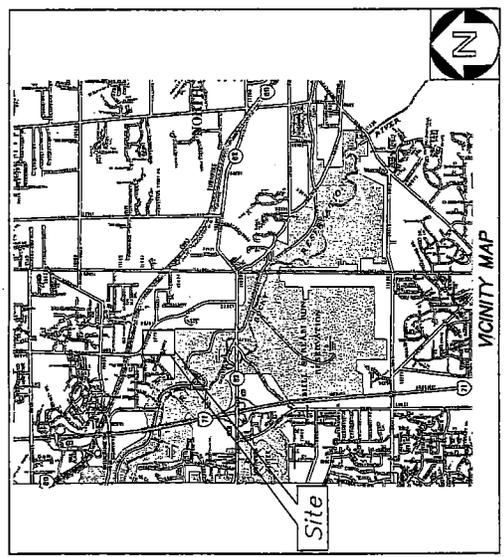


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 NOTARY PUBLIC
[Signature]

Description	Acreage
PARCEL "3A"	4.8698
PARCEL "3B"	3.2829
PARCEL "3C"	0.7108
BLOCK "N"	0.1414
BLOCK "O"	0.0125
BLOCK "P"	0.0865
BLOCK "Q"	7.5412
BLOCK "R"	0.0221
BLOCK "S"	0.0221
BLOCK "T"	0.0944
RIGHT OF WAY	2.8950
RIGHT OF WAY WITHIN EXISTING WEBSTER ROAD	0.1853
TOTAL DEVELOPMENT	18.9638

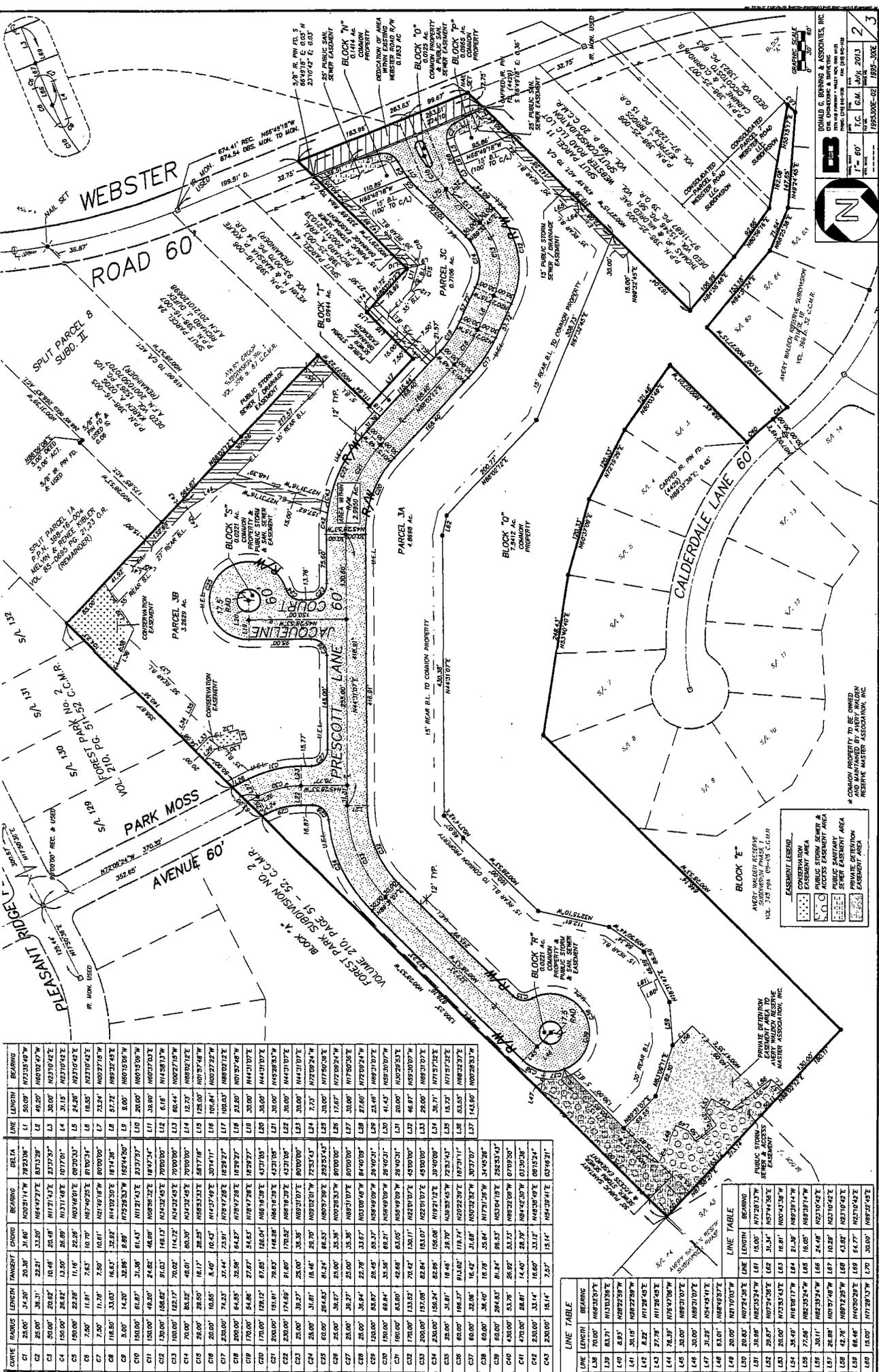


MORTGAGE RELEASE:
 WHEREAS, THE HOLDER OF A MORTGAGE ON THE ABOVE PROPERTY IS THE CUYAHOGA COUNTY, OHIO, AND THE MORTGAGEE IS THE CUYAHOGA COUNTY, OHIO, AND THE MORTGAGEE HAS RELEASED THE MORTGAGE TO THE GRANTEE, AND HEREBY SUBORDINATES ITS MORTGAGE IN FAVOR OF THE UTILITY EASEMENTS SHOWN ON THE PLAT.

BY: *[Signature]*
 JAMES T. JONES, Its Supt. Inactive County Clerk
 STATE OF OHIO }
 CUYAHOGA COUNTY } SS

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED **LEGACY-CARRINGTON DEVELOPMENT GROUP LTD.**, WHO EXECUTED THE FOREGOING INSTRUMENT IN BEHALF OF SAID AFOREMENTIONED, AND BY THE AUTHORITY OF SUCH ENTITY; AND THAT SUCH INSTRUMENT IS THEIR FREE ACT AND DEED INDIVIDUALLY AND/OR AS SUCH OFFICER, THE FREE ACT AND DEED OF SAID ENTITY.
 IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIRMED BY NOTARIAL SEAL THIS **31st** DAY OF **MAY**, 2013.
 NOTARY PUBLIC
[Signature]





DONALD G. BRINING & ASSOCIATES, INC.
 12500 W. 10TH AVENUE, SUITE 100
 DENVER, CO 80231
 TEL: 303.751.1100
 FAX: 303.751.1101
 WWW.DGBINC.COM
 PROJECT: 12500 W. 10TH AVENUE
 DATE: JULY 2013
 SHEET: 2 OF 3
 SCALE: 1" = 60'
 T.C. G.M. JULY 2013
 12500-005-02 1250-005



LINE	LENGTH	BEARING	DELTA	BEARING
C1	20.00	34.90°	40.20	115.10°
C2	20.00	34.90°	40.20	115.10°
C3	20.00	34.90°	40.20	115.10°
C4	20.00	34.90°	40.20	115.10°
C5	20.00	34.90°	40.20	115.10°
C6	20.00	34.90°	40.20	115.10°
C7	20.00	34.90°	40.20	115.10°
C8	20.00	34.90°	40.20	115.10°
C9	20.00	34.90°	40.20	115.10°
C10	20.00	34.90°	40.20	115.10°
C11	20.00	34.90°	40.20	115.10°
C12	20.00	34.90°	40.20	115.10°
C13	20.00	34.90°	40.20	115.10°
C14	20.00	34.90°	40.20	115.10°
C15	20.00	34.90°	40.20	115.10°
C16	20.00	34.90°	40.20	115.10°
C17	20.00	34.90°	40.20	115.10°
C18	20.00	34.90°	40.20	115.10°
C19	20.00	34.90°	40.20	115.10°
C20	20.00	34.90°	40.20	115.10°
C21	20.00	34.90°	40.20	115.10°
C22	20.00	34.90°	40.20	115.10°
C23	20.00	34.90°	40.20	115.10°
C24	20.00	34.90°	40.20	115.10°
C25	20.00	34.90°	40.20	115.10°
C26	20.00	34.90°	40.20	115.10°
C27	20.00	34.90°	40.20	115.10°
C28	20.00	34.90°	40.20	115.10°
C29	20.00	34.90°	40.20	115.10°
C30	20.00	34.90°	40.20	115.10°
C31	20.00	34.90°	40.20	115.10°
C32	20.00	34.90°	40.20	115.10°
C33	20.00	34.90°	40.20	115.10°
C34	20.00	34.90°	40.20	115.10°
C35	20.00	34.90°	40.20	115.10°
C36	20.00	34.90°	40.20	115.10°
C37	20.00	34.90°	40.20	115.10°
C38	20.00	34.90°	40.20	115.10°
C39	20.00	34.90°	40.20	115.10°
C40	20.00	34.90°	40.20	115.10°
C41	20.00	34.90°	40.20	115.10°
C42	20.00	34.90°	40.20	115.10°
C43	20.00	34.90°	40.20	115.10°

LINE	LENGTH	BEARING	DELTA	BEARING
L1	10.00	34.90°	20.10	115.10°
L2	10.00	34.90°	20.10	115.10°
L3	10.00	34.90°	20.10	115.10°
L4	10.00	34.90°	20.10	115.10°
L5	10.00	34.90°	20.10	115.10°
L6	10.00	34.90°	20.10	115.10°
L7	10.00	34.90°	20.10	115.10°
L8	10.00	34.90°	20.10	115.10°
L9	10.00	34.90°	20.10	115.10°
L10	10.00	34.90°	20.10	115.10°
L11	10.00	34.90°	20.10	115.10°
L12	10.00	34.90°	20.10	115.10°
L13	10.00	34.90°	20.10	115.10°
L14	10.00	34.90°	20.10	115.10°
L15	10.00	34.90°	20.10	115.10°
L16	10.00	34.90°	20.10	115.10°
L17	10.00	34.90°	20.10	115.10°
L18	10.00	34.90°	20.10	115.10°
L19	10.00	34.90°	20.10	115.10°
L20	10.00	34.90°	20.10	115.10°
L21	10.00	34.90°	20.10	115.10°
L22	10.00	34.90°	20.10	115.10°
L23	10.00	34.90°	20.10	115.10°
L24	10.00	34.90°	20.10	115.10°
L25	10.00	34.90°	20.10	115.10°
L26	10.00	34.90°	20.10	115.10°
L27	10.00	34.90°	20.10	115.10°
L28	10.00	34.90°	20.10	115.10°
L29	10.00	34.90°	20.10	115.10°
L30	10.00	34.90°	20.10	115.10°
L31	10.00	34.90°	20.10	115.10°
L32	10.00	34.90°	20.10	115.10°
L33	10.00	34.90°	20.10	115.10°
L34	10.00	34.90°	20.10	115.10°
L35	10.00	34.90°	20.10	115.10°
L36	10.00	34.90°	20.10	115.10°
L37	10.00	34.90°	20.10	115.10°
L38	10.00	34.90°	20.10	115.10°
L39	10.00	34.90°	20.10	115.10°
L40	10.00	34.90°	20.10	115.10°
L41	10.00	34.90°	20.10	115.10°
L42	10.00	34.90°	20.10	115.10°
L43	10.00	34.90°	20.10	115.10°
L44	10.00	34.90°	20.10	115.10°
L45	10.00	34.90°	20.10	115.10°
L46	10.00	34.90°	20.10	115.10°
L47	10.00	34.90°	20.10	115.10°
L48	10.00	34.90°	20.10	115.10°
L49	10.00	34.90°	20.10	115.10°
L50	10.00	34.90°	20.10	115.10°
L51	10.00	34.90°	20.10	115.10°
L52	10.00	34.90°	20.10	115.10°
L53	10.00	34.90°	20.10	115.10°
L54	10.00	34.90°	20.10	115.10°
L55	10.00	34.90°	20.10	115.10°
L56	10.00	34.90°	20.10	115.10°
L57	10.00	34.90°	20.10	115.10°
L58	10.00	34.90°	20.10	115.10°
L59	10.00	34.90°	20.10	115.10°
L60	10.00	34.90°	20.10	115.10°

EASEMENT LEGEND
 CONSERVATION EASEMENT
 PUBLIC STORM SEWER & ACCESS EASEMENT AREA
 PUBLIC SANITARY AREA
 SEWER EASEMENT AREA
 EASEMENT AREA

LINE TABLE
 LINE LENGTH BEARING
 L1 10.00 34.90°
 L2 10.00 34.90°
 L3 10.00 34.90°
 L4 10.00 34.90°
 L5 10.00 34.90°
 L6 10.00 34.90°
 L7 10.00 34.90°
 L8 10.00 34.90°
 L9 10.00 34.90°
 L10 10.00 34.90°
 L11 10.00 34.90°
 L12 10.00 34.90°
 L13 10.00 34.90°
 L14 10.00 34.90°
 L15 10.00 34.90°
 L16 10.00 34.90°
 L17 10.00 34.90°
 L18 10.00 34.90°
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 L20 10.00 34.90°
 L21 10.00 34.90°
 L22 10.00 34.90°
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 L24 10.00 34.90°
 L25 10.00 34.90°
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 L46 10.00 34.90°
 L47 10.00 34.90°
 L48 10.00 34.90°
 L49 10.00 34.90°
 L50 10.00 34.90°
 L51 10.00 34.90°
 L52 10.00 34.90°
 L53 10.00 34.90°
 L54 10.00 34.90°
 L55 10.00 34.90°
 L56 10.00 34.90°
 L57 10.00 34.90°
 L58 10.00 34.90°
 L59 10.00 34.90°
 L60 10.00 34.90°



MAP OF SURVEY MADE FOR AND AT THE INSTANCE OF WEBSTER ROAD LLC
 BEING PART OF CONSOLIDATED PARCEL 69 AS SHOWN BY THE RECORDED PLATS IN VOLUME 368 PAGES 20 AND 31 OF CUYAHOGA COUNTY MAP RECORDS, OF NOW IN THE CITY OF STROUVESVILLE, CUYAHOGA COUNTY, OHIO

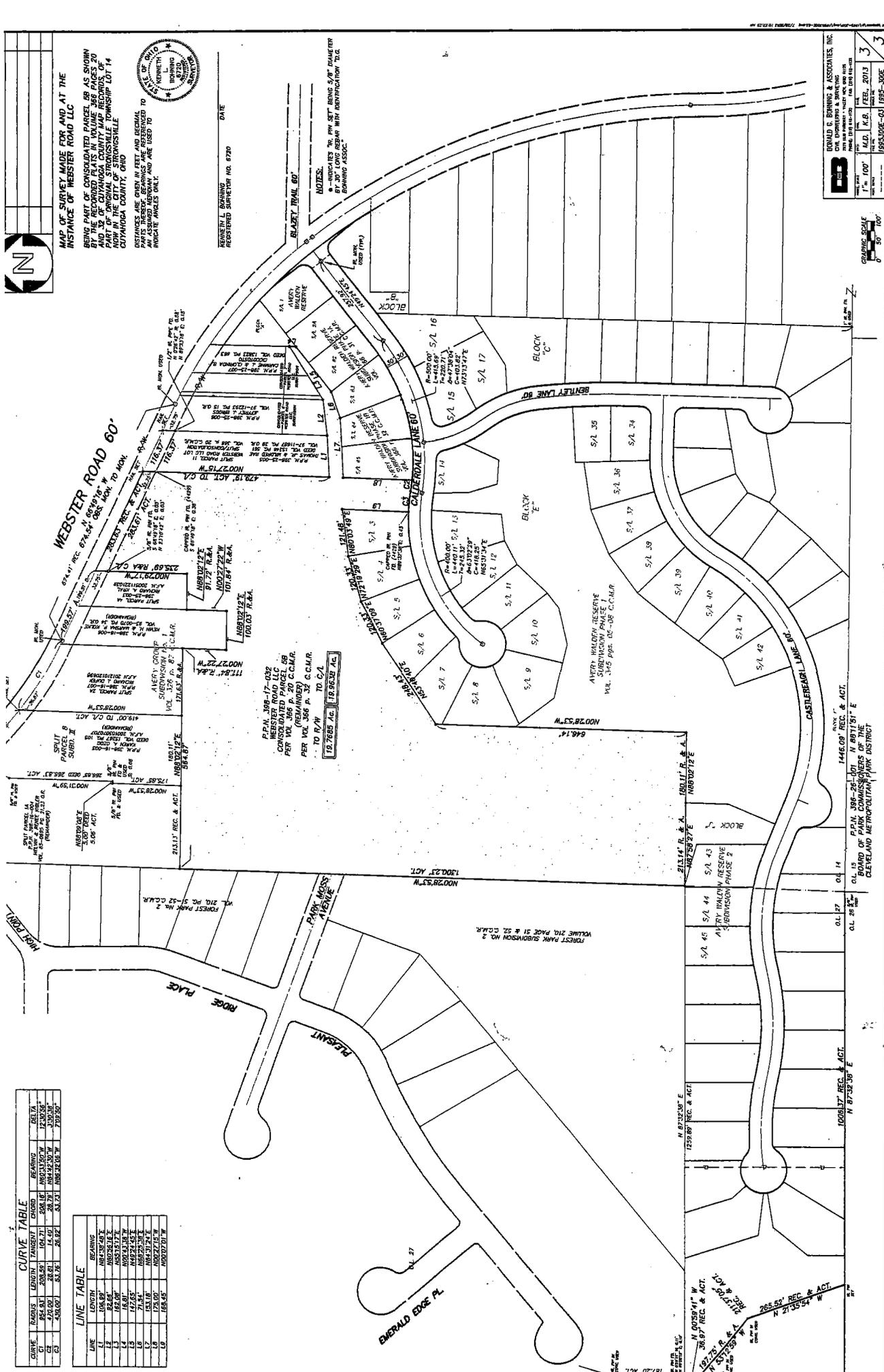


DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF. ANGLES ARE GIVEN IN DEGREES AND MINUTES AND SECONDS. ALL DISTANCES AND ANGLES ARE USED TO INDICATE ANGLES ONLY.

RENEWETH L. BINNING
 REGISTERED SURVEYOR NO. 6720
 DATE

NOTES:
 * - INDICATES THE PIVOT POINT BEING 5/8" DIAMETER
 * - INDICATES THE POINT BEING 1/2" DIAMETER WITH IDENTIFICATION TAG
 * - INDICATES THE POINT BEING 3/8" DIAMETER WITH IDENTIFICATION TAG
 * - INDICATES THE POINT BEING 1/4" DIAMETER WITH IDENTIFICATION TAG

Donald C. Binning & Associates, Inc.
 CIVIL ENGINEERING & SURVEYING
 11000 W. 14th Street, Suite 100
 Cleveland, Ohio 44120
 PHONE: 216-291-1100 FAX: 216-291-1101
 1" = 100'
 H.L.D. K.B. FEB. 2013
 19851006-00 095-300E



CURVE TABLE

CURVE	BEARING	LENGTH	CHORD	ARC	AREA
C1	104.21°	208.00	104.21	208.00	12,353.54
C2	114.51°	28.78	14.39	28.78	1,042.30
C3	53.76°	26.92	13.46	26.92	1,042.30

LINE TABLE

LINE	BEARING	LENGTH
L1	N 88° 32' 42" W	104.21
L2	N 88° 32' 42" W	104.21
L3	N 88° 32' 42" W	104.21
L4	N 88° 32' 42" W	104.21
L5	N 88° 32' 42" W	104.21
L6	N 88° 32' 42" W	104.21
L7	N 88° 32' 42" W	104.21
L8	N 88° 32' 42" W	104.21
L9	N 88° 32' 42" W	104.21

P.P.M. 388-17-032
 WEBSTER ROAD LLC
 CONVEYANCE TO C.A. ACT.
 PER VOL. 368 P. 20 C.C.M.R.
 (REMANDED)
 PER VOL. 368 P. 31 C.C.M.R.
 TO D/W TO C.A.
 TO 2685 AC. 18.8638 AC.

P.P.M. 388-26-101
 N 88° 32' 42" W
 BOARD OF PARK COMMISSIONERS OF THE
 CLEVELAND METROPOLITAN PARK DISTRICT

TAX SPLIT MAP

PARCELS 3A, 3B, & 3C
 AVERY WALDEN RESERVE SUBDIVISION PHASE 3
 THE LEDGES AT AVERY WALDEN

BEING A RESUBDIVISION OF PARCELS 3A, 3B, & 3C IN THE AVERY WALDEN RESERVE SUBDIVISION PHASE 3 "THE LEDGES AT AVERY WALDEN" AS SHOWN BY THE PLAT AS RECORDED IN VOLUME 1177A, PAGES 11-13 OF THE CUYAHOGA COUNTY MAP RECORDS, OF PART OF ORIGINAL TOWN IN THE CITY OF STRONGSVILLE, CUYAHOGA COUNTY, OHIO

DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. CURVES ARE REFERENCED TO AN ASSUMED MERIDIAN AND ARE USED TO INDICATE ANGLES ONLY. IRON PIN MONUMENTS (5/8" DIAMETER REBAR) ARE TO BE SET AT ALL PROPERTY CORNERS AFTER CONSTRUCTION. ALL OF WHICH IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF.

DONALD G. BORNING & ASSOCIATES, INC.
 CIVIL ENGINEERING & SURVEYING
 1777A REGULAR CORP. BLVD.
 BUFFALO, NEW YORK 14207-3199
 TELE. (716) 879-4330



ACCEPTANCE

THE UNDERSIGNED:
 LEGACY-CARRINGTON DEVELOPMENT GROUP LTD., AN OHIO LIMITED LIABILITY COMPANY

OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, (DOES) HEREBY ASSENT TO AND AUTHORIZE THE ENGINEER TO MAKE THE SURVEY AND TO KNOWLEDGE THAT THE SAME WAS MADE AT HIS REQUEST, AND HEREBY DEEDS OF THE SURVEY TO BE MADE INTO THE CITY OF STRONGSVILLE AND ITS CORPORATE SUCCESSORS, PERMANENT EASEMENTS APPURTENANCES AS SHOWN HEREON.

LEGACY-CARRINGTON DEVELOPMENT GROUP LTD., AN OHIO LIMITED LIABILITY COMPANY

BY: John P. Siodori - MANAGING MEMBER

BY: Douglas R. Krause - MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF OHIO
 COUNTY OF CUYAHOGA } SS
 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED THE ABOVEMENTIONED, THE INDIVIDUAL(S) WHO EXECUTED THE FOREGOING INSTRUMENT IN SUCH PERSONAL CAPACITY AS INDICATED THEREON, AND WHOSE IDENTIFICATION INFORMATION AND DEED OF SUCH ENTITY.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL AT STRONGSVILLE, OHIO THIS 21ST DAY OF MARCH, 2014.

Shirley S. Sledge
 NOTARY PUBLIC
 3/13/2014
 MY COMMISSION EXPIRES



ACKNOWLEDGMENT

STATE OF OHIO
 COUNTY OF CUYAHOGA } SS
 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED THE ABOVEMENTIONED, THE INDIVIDUAL(S), WHO EXECUTED THE FOREGOING INSTRUMENT IN BEHALF OF SAID AFOREMENTIONED, AND BY THE AUTHORITY OF SUCH ENTITY, AND THAT SUCH INSTRUMENT IS THEIR FREE ACT AND DEED INDIVIDUALLY, AND/OR SUCH OFFICER, THE FREE ACT AND DEED OF SUCH ENTITY.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL AT STRONGSVILLE, OHIO THIS 21ST DAY OF MARCH, 2014.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

METLAND NOTICE

VARIOUS LANDS IN THE CITY OF STRONGSVILLE HAVE BEEN IDENTIFIED AS RESERVABLE LANDS BY THE U.S. DEPARTMENT OF THE INTERIOR, FEDERAL BUREAU OF RECONSTRUCTION AND SURVEY, WASHINGTON, D.C. (544) WHICH MAY PROHIBIT OR LIMIT DEVELOPMENT WITHIN METLANDS. SIGNIFICANT PENALTIES MAY BE LEVIED BY THE FEDERAL GOVERNMENT FOR THE FAILURE TO IDENTIFY METLANDS AND DEVELOPERS SHOULD BE ADVISED 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
 1777A REGULAR CORP. BLVD.
 BUFFALO, NEW YORK 14207-3199
 TELE. (716) 879-4330

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 ANY AND ALL OTHER PERMITS AS MAY BE REQUIRED BY ANY AND ALL APPLICABLE LAWS. A PORTION OF THE LANDS WITHIN THIS PLAT IS RESTRICTED BY APPLICATION _____ DATED _____ ISSUED BY THE U.S. ARMY CORPS OF ENGINEERS, BUFFALO DISTRICT. LEGACY-CARRINGTON DEVELOPMENT GROUP LTD., AN OHIO LIMITED LIABILITY COMPANY.

BY: John P. Siodori - MANAGING MEMBER

BY: Douglas R. Krause - MANAGING MEMBER

CONSERVATION EASEMENT

THE SEVERAL AREAS ARE DEFINED "CONSERVATION EASEMENT" AND ARE SUBJECT TO THE RESTRICTIONS AND/OR ACTIVITY WITHIN THESE AREAS IS ALLOWED WITHOUT FIRST OBTAINING THE APPROPRIATE APPROVAL BY ALL FEDERAL, STATE AND/OR LOCAL AUTHORITIES AND IS HEREBY RESTRICTED.

APPROVALS

CITY ENGINEER _____
 THIS PLAT HAS BEEN APPROVED BY THE CITY ENGINEER OF THE CITY OF STRONGSVILLE, OHIO ON THIS _____ DAY OF _____, 20____.

CITY ENGINEER _____

PLANNING COMMISSION

THIS PLAT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF STRONGSVILLE, OHIO, ON THIS _____ DAY OF _____, 20____.

PLANNING COMMISSION _____
 CHAIRMAN

COVENANTS AND RESTRICTIONS

THIS SUBDIVISION PLAT IS SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF AVERY WALDEN RESERVE MASTER ASSOCIATION, INC., STRONGSVILLE, CUYAHOGA COUNTY, OHIO, AS SHOWN IN THE RECORDS 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.

THIS PLAT IS SUBJECT TO THE FOLLOWING EASEMENTS AS SHOWN AND RECORDED BY AVERY WALDEN RESERVE SUBDIVISION PHASE 3 "THE LEDGES AT AVERY WALDEN" IN VOLUME _____ PAGE _____ OF CUYAHOGA COUNTY MAP RECORDS:

- 1) 12' HOE UTILITY EASEMENT GRANTED TO THE ILLUMINATING COMPANY, SSC, ADELPHIA, AND COLUMBIA GAS COMPANY.
- 2) PUBLIC STORM AND SANITARY SEWER AND DRAINAGE EASEMENTS GRANTED TO THE CITY OF STRONGSVILLE.
- 3) CONSERVATION EASEMENT



VICINITY MAP

Description	Acreage
UNIT PARCELS (45)	8.6433

Donald G. Borning & Associates, Inc.
 CIVIL ENGINEERING & SURVEYING
 1777A REGULAR CORP. BLVD.
 BUFFALO, NEW YORK 14207-3199
 TEL. (716) 879-4330
 FAX (716) 879-4330
 DATE: 3/13/2014
 SHEET NO. 1 OF 3
 PROJECT NO. 130308-015 1995-2006

SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

THIS AGREEMENT made this 6 day of May, 2014, by **LEGACY-CARRINGTON DEVELOPMENT GROUP, LTD.**, a limited liability company organized and existing under the laws of the State of Ohio, located at 1737 Stone Ridge Drive, Hinckley, Ohio 44233, hereinafter called "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, **LEGACY-CARRINGTON DEVELOPMENT GROUP, LTD.** is the owner of certain property located in the City of Strongsville; and

WHEREAS, Developer is desirous of developing certain lands known as **EVERY WALDEN RESERVE SUBDIVISION, PHASE 3**, as the same were approved by the City's Planning Commission on August 22, 2013; 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 Avery Walden Reserve Subdivision, Phase 3, approved by the City's Planning Commission on August 22, 2013.

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. (a) 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 August 22, 2013, 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, storm drainage systems, water mains, and other utilities to be constructed in public rights-of-way on or before March 1, 2015; unless said time(s) is or are extended by the Council of the City. Such time extension(s) may be granted so long as City Engineer determines that delays in construction are not the result of the actions or in-actions of the Developer and that Developer is making reasonable efforts to complete said improvements. Such extension(s) shall not be unreasonably withheld.

(b) Developer shall contract or enter into a contract for the construction of the Webster Road Sanitary Sewer Extension, as approved by the City Engineer on August 22, 2013, in accordance with the terms of the separate Development Agreement and this Agreement, the General Requirements herein, and the Subdivision Regulations of the City and shall pay the total cost thereof, no later than March 1, 2015.

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**, a financial institution located at 8751 Brecksville Road, Brecksville, Ohio 44141, (440) 746-6100 (hereinafter referred to as "Escrow Agent") the sum of **\$1,395,000.00** to secure the public improvements, and the separate sum of **\$104,000.00** to secure the construction of the Webster Road Sanitary Sewer Extension (hereinafter referred to as the "improvements security funds" and "sanitary extension funds" respectively) 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 and sanitary extension 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**, held in its Brecksville office, 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 and the sanitary extension 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 or sanitary extension security funds:

(a) The certificate of the City Engineer that all applicable improvements in either case 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 all improvements for a period of two years in a form approved by the Law Director;

(c) A policy of title insurance in a 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, taxes, mortgages, 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 and/or sanitary extension security funds deposited equal to an amount estimated by the City Engineer to be the cost of that portion of the respective 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 or sanitary extension 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 an 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 or sanitary extension security funds under this paragraph 1.5.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 or sanitary extension 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 and/or sanitary extension 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, the 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 the 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,

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **LEGACY-CARRINGTON DEVELOPMENT GROUP, LTD.**, by Douglas R. Krause, its Managing Member, 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 is his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Westlake, Ohio, this 28th day of April, 2014.



Notary Public
REBECCA S. RIGSBY
Notary Public - State of Ohio
Recorded in Lorain County
My Commission Expires 3/13/2018

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing instrument this 6th day of May, 2014.



Law Director

Exhibit "A"

ESCROW AGREEMENT

THIS AGREEMENT, made this 6 day of May, 2014, by and among the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 ("City"), **LEGACY-CARRINGTON DEVELOPMENT GROUP, LTC.**, a limited liability corporation organized and existing under the laws of the State of Ohio, located at 1737 Stone Ridge Drive, Hinckley, Ohio 44233 ("Owner"), and **WESTFIELD BANK, FSB**, a financial institution located at 8751 Brecksville Road, Brecksville, Ohio 44141 ("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, in its Brecksville, Ohio office, the sum of **One Million Three Hundred Ninety-Five Thousand and 00/100 Dollars (\$1,395,000.00)**, and the separate sum of **One Hundred Four Thousand and 00/100 Dollars (\$104,000.00)** ("Deposits") both to be held pursuant to the terms hereof. Upon Escrow Agent's receipt of the full Deposits, Escrow Agent shall notify both the City and Owner in writing.

2. Escrow Agent shall establish and maintain an escrow account(s) ("Escrow") for the purposes hereof, and shall invest the Deposits 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 Deposits, any gains and losses, and interest accruing thereon (such gains, losses and interest hereinafter referred to as "Deposits 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 one or both the Deposits and the Deposits Interest to the party or parties designated by the notice to receive such and, when both of the entire deposits have 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
8751 Brecksville Road
Brecksville, Ohio 44141
(440) 746-6100
Attention: Kurt R. Kappa,
Senior Vice President, Market Leader

**LEGACY-CARRINGTON
DEVELOPMENT GROUP, LTD.**
1737 Stone Ridge Drive
Hinckley, Ohio 44233
Attention: John P. Sumodi and
Douglas R. Krause, Managing Members

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:

Aimee Piantka

CITY OF STRONGSVILLE, OHIO

By: *Thomas P. Perciak*
Thomas P. Perciak
Its: Mayor

Rebecca S. Bagley

**LEGACY-CARRINGTON
DEVELOPMENT GROUP, LTD.**

By: *Douglas R. Krause, Managing Member*
Its: MANAGING MEMBER

[Signature]

WESTFIELD BANK, FSB

By: *[Signature]*
Its: SVP