

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 158

By: Mr. Maloney

AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF LOVE FARM SUBDIVISION IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the plat of Love Farm Subdivision 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, Love Farm Development Co., Ltd., 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 June 25, 2015, subject to certain conditions which have been 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 August 1, 2016.

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 Love Farm

Development Co., Ltd., owner and developer of Love Farm Subdivision, 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.

Michael Daymut
President of Council

Approved: Thomas B. Berner
Mayor

Date Passed: September 8, 2015

Date Approved: September 9, 2015

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

Attest: Aimee Pientka
Clerk of Council

ORD. No. 2015-158 Amended: _____
1st Rdg. 09-08-15 Ref: _____
2nd Rdg. Suspended Ref: _____
3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: 09-08-15 Defeated: _____

BEING PARCEL "B" IN A LOT SPLIT-CONSOLIDATION PLAT OF PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT 93 AS SHOWN BY THE RECORDED PLAT IN VOLUME 271, PAGE 64 OF CUYAHOGA COUNTY MAP RECORDS NOW IN THE CITY OF STRONGSVILLE CUYAHOGA COUNTY, OHIO

HEREBY STATE THAT THIS PLAN HAS BEEN COMPILED FROM A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, IN MARCH, 2015, AND THAT IT IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF. DISTANCES ARE GIVEN IN FEET AND DECIMAL FRACTIONS THEREOF. BEGINNINGS ARE REFERENCED TO AN ASSUMED MERIDIAN AND ARE USED TO INDICATE ANGLES ONLY.

♦ — INDICATES IRON MONUMENTS TO BE SET 5/8" DIA/REPAIR W/IDENTIFICATION D.C. BOWMAN ASSOC.) AFTER CONSTRUCTION OF IMPROVEMENTS.

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

MICHAEL A. ALRENNAN
REGISTERED SURVEYOR NO. 8196

ACCEPTANCE, DEDICATION, & EASEMENTS

DIMENSIONS OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, (JOES LOVE FARM DEVELOPMENT CO., LTD., a Limited Liability Company

LOVE FARM DEVELOPMENT CO., LTD, A Limited Liability Company

SAM PETROS

ACKNOWLEDGMENT

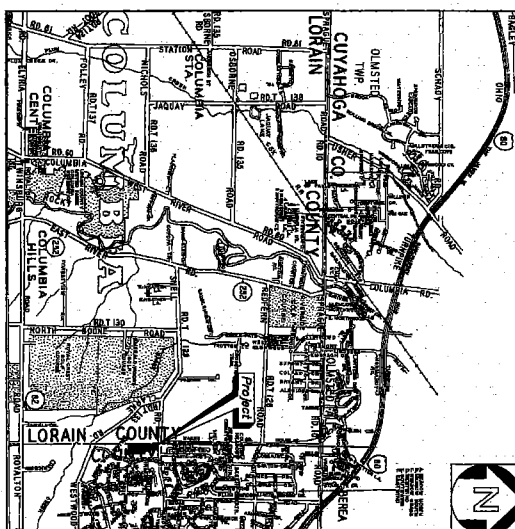
_____, SS
COUNTY OF _____

HEREBY A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE PERSONALLY APPEARED THE FOREMENTIONED INDIVIDUAL(S) WHO EXECUTED THE FOREGOING INSTRUMENT IN BEHALF OF SAID FOREMENTIONED, 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
OHIO, THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC
MY COMMISSION EXPIRES

THIS SUBDIVISION SHALL COMPLY WITH THE IMPROVEMENT PLANS APPROVED BY THE CITY ENGINEER ON _____



VICINITY MAP

AREA CHART

<u>Description</u>	<u>Acreage</u>
LOTS (23)	10.5926
BLOCKS "A", "B" & "C"	1.4349
DEDICATED RIGHT-OF-WAY	1.8217
WITHIN EXISTING ALBION ROAD	0.2600
TOTAL DEVELOPMENT	14.1092

APPROVALS:

THIS PLAN HAS BEEN APPROVED BY THE CITY ENGINEER OF THE CITY OF STRONGSVILLE,
OHIO, FOR RECORD PURPOSES ONLY ON THIS _____ DAY OF _____, 20____.

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

PLANNING COMMISSION SECRETARY		PLANNING COMMISSION CHAIRMAN
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THIS PLAY HAS BEEN APPROVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE

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.

CLERK OF COUNCIL

THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO HEREBY ACCEPTS THE DEDICATION OF _____ AS SHOWN BY GRAPHIC SYMBOL ON THIS PLAT, FOR PUBLIC USE THIS _____ DAY OF _____ 20____ BY ORDINANCE NO. _____.

CLERK OF COUNCIL

MAYOR

THE ENGINEER OF THE CITY OF STROMSVILLE, OHIO HEREBY ACCEPTS THE DEDICATION OF _____ AS SHOWN BY GRAPHIC SYMBOL ON THIS PLAT, FOR PUBLIC USE THIS _____ DAY OF _____ 20____ BY ORDINANCE NO. _____

CITY ENGINEER

COVENANTS AND RESTRICTIONS

THIS SUBDIVISION IS SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF LOVE FARM HOMEOWNERS ASSOCIATION, INC., STRONGSTOWN, CUYAHOGA COUNTY, OHIO (THE "DECLARATION"), RECORDED AS INSTRUMENT NO. _____ OF THE RECORDS OF THE CUYAHOGA COUNTY RECORDER, OPERATED TO ADMINISTER THE "COMMON PROPERTIES" OF THE SUBDIVISION AND TO PERFORM THE OTHER FUNCTIONS SET FORTH IN THE DECLARATION."

UTILITY EASEMENT (U.E.L.):

[illegible]

LOVE FARM DEVELOPMENT CO., LTD., A Limited Liability Company

SAM PETROS

GRANTEES:

THE ILLUMINATING COMPANY

PRINT:

COLUMBIA GAS COMPANY

PRINT:

TIME WARNER

PRINT:

AT &

PRINTS

Donald G. Roynane & Associates, Inc.
Civil Engineering & Surveying
 7015 and Parkway • Suite 100 • 44135
 Phone: (440) 442-1132 Fax: (440) 442-1132

DATE SUBMIT	DATE	DATE
M.C. G.M.	MAR. 2015	
FILE NO.	44296	1/2
44296-1		

SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

THIS AGREEMENT made this 9th day of September, 2015, by and between **LOVE FARM DEVELOPMENT CO., LTD.**, an Ohio limited liability company, located at 10474 Broadview Road, Broadview Heights, Ohio 44147, 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, Love Farm Development Co., Ltd. is the owner and developer of certain property known as Permanent Parcel Number 392-01-001, located in the City of Strongsville; and

WHEREAS, Developer is desirous of developing the aforesaid property owned by it and known as **LOVE FARM SUBDIVISION**, as the same was approved by the City's Planning Commission on June 25, 2015, 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 **LOVE FARM SUBDIVISION**, 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 June 25, 2015, 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 August 1, 2016; 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 **FIRST FEDERAL OF LAKEWOOD**, a financial institution located at 14806 Detroit Avenue, Lakewood, Ohio 44107 (hereinafter referred to as "Escrow Agent") the total sum of \$1,055,000.00 (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 **FIRST FEDERAL OF LAKEWOOD** 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 disbursal 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.

Agnieszka Pientka
Nancy M. Sikorski

"CITY"
CITY OF STRONGSVILLE

By: Thomas P. Perciak
Thomas P. Perciak
Title: Mayor

Virginia Roberts
9/2

"DEVELOPER"
LOVE FARM DEVELOPMENT CO., LTD.
(an Ohio Limited Liability Co.)

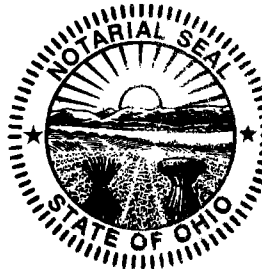
By: [Signature]
Its: President

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 9th day of Sept., 2015.

Nancy M. Sikorski
Notary Public



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

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **LOVE FARM DEVELOPMENT CO., LTD., an Ohio Limited Liability Co.**, by Sam Petros, its President, 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 3rd day of AUGUST, 2015.




Notary Public

CARLA M. SANTORA
Notary Public - State of Ohio
Recorded in Cuyahoga County
My Commission Expires December 2, 2017

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing instrument this 9th day of September 2015.



Law Director

Exhibit "A"

ESCROW AGREEMENT

THIS AGREEMENT, made this 9th day of September 2015, by and among the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 ("City"), **LOVE FARM DEVELOPMENT CO., LTD.**, an Ohio limited liability company, organized and existing under the laws of the State of Ohio, located at 10474 Broadview Road, Broadview Heights, Ohio 44147 ("Owner"), and **FIRST FEDERAL OF LAKEWOOD**, a financial institution and escrow agent, located at 14806 Detroit Avenue, Lakewood, Ohio 44136 ("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 Fifty-Five Thousand and no/100 Dollars (\$1,055,000.00)** ("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:

FIRST FEDERAL OF LAKEWOOD

14806 Detroit Avenue
Lakewood, Ohio 44107
Attention: Richard Goss, Vice President

LOVE FARM DEVELOPMENT CO., LTD.

10474 Broadview Road
Broadview Heights, Ohio 44147
Attention: Sam Petros, President

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:

LOVE FARM DEVELOPMENT CO., LTD.
(an Ohio Limited Liability Co.)

Virginia Roberts
A/R

By: [Signature]
Its: President

CITY OF STRONGSVILLE, OHIO

Ginnee Priethen
Mayor M. Sikorski

By: Thomas P. Perciak
Its: Mayor

[Signature]
[Signature]

FIRST FEDERAL OF LAKEWOOD

By: Richard J. [Signature]
Its: Vice President