CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 145

By: Mr. Daymut

AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF PINE LAKES VILLAGE SUBDIVISION PHASE 6-D, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the plat of Pine Lakes Village Subdivision Phase 6-D 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, Albion-Webster Development Co., LLC, the owner of said Subdivision, has submitted the subdivision plat and tax split map (attached hereto as Exhibits "1" and "1a") to the Planning Commission of the City of Strongsville, and the Planning Commission approved the plat on May 26, 2016, 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 June 30, 2017.

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

Section 3. That subject to the aforesaid Agreement, the Council of the City of Strongsville does hereby approve the subdivision plat submitted by Albion-Webster Development Co., LLC, owner and developer of Pine Lakes Village Subdivision Phase 6-D, in the City of Strongsville for recording purposes only.

Section 4. That the City Engineer be and is hereby authorized to accept the necessary plat and documents, which he shall keep on file on behalf of the City after recording with the Cuyahoga County Fiscal Officer. The Engineer is further directed to endorse on the 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: July 18, 2016.

Approved: Acting Mayor

Date Approved: July 19, 2016.

	Yea	Nay
Carbone	✓	
Daymut	✓	
DeMio	✓	
Dooner	✓	
Schonhut	✓	
Short	✓	
Southworth	✓	

Attest: Assistant Clerk of Council

ORD. No. 2016-145 Amended:
1st Rdg. 07/18/16. Ref:
2nd Rdg. suspended Ref:
3rd Rdg. suspended Ref:

Pub Hrg. Ref:
Adopted: 07/18/16. Defeated:

Pine Lakes Village Subdivision Phase 6-D

Creating Sublot Nos. 56-75, Block "W-1" and Block "W-2" and dedicating Woodhawk Drive and the extension of Glenbrook Drive

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, also known as being part of original Strongsville Township Lot. No. 13 and 14, and further known as being all of Block "W" of the Pine Lakes Village Subdivision Phase 6-C as recorded in Volume 352, Pages 59-61 of the Cuyahoga County Recorders Office.

APPROVALS

Approved by the Council of the City of Strongsville, Ohio on this ____ day of _____, 20____, for records purposes, by Ordinance No. _____.

_____
Mayor

_____
Clerk

Approved by the Planning Commission of the City of Strongsville, Ohio on this ___ day of _____, 20_____.

_____
Chairman

_____
Secretary

Approved by the Engineer of the City of Strongsville, Ohio on this ___ day of _____, 20____. Record purposes only.

_____
Engineer

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 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. _____.

_____
City Engineer

LEGEND

MONUMENT BOX		DRILL HOLE	
5/8" x 30" IRON PIN SET WITH CAP STAMPED "TGC ENG 7621-8557"		IRON PIN FOUND (SURVEYOR)	
CENTERLINE			
PROPERTY LINE			
RIGHT-OF-WAY LINE			
EASEMENT LINE			
ORIGINAL PROP. LINE			
ORIGINAL LOT LINE			
MEAS./M.	RECORD MEASURED	VOL./V.	VOLUME
CALC./C.	CALCULATED	D.V.	DEED VOLUME
DES.	DESIGNED	PG./P.	PAGE
ENCR.	ENCUMBERED	DOC.	DOCUMENT
CLR.	CLEARS	O.R.	OFFICIAL RECORD
ADJ.	ADJACENT	C.C.P.R.	CUYAHOGA COUNTY PLAT RECORDS
D.H.	DRILL HOLE	R/W	RIGHT-OF-WAY
AC	ACRES	CL	CENTERLINE
S.F.	SQUARE FEET	PL	PROPERTY LINE

UTILITY EASEMENT (U.E.L.):

We, the owners of the within platted land, do hereby grant unto The Illuminating Company, Soc. Anónima, and The Columbia Gas Company, their successors and assigns, (hereinafter referred to as grantees) 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 contiguous to all street lines to construct, place, operate, maintain, repair, replace and relocate such underground electric, gas and communications cables, ducts, conduits, pipes, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as are deemed necessary or convenient by the grantees for distributing and transmitting electricity, gas, and communication signals, for public and private use of such locations as the grantees may determine upon within and across said easement premises. Said easement rights shall include the right, without liability therefore, to remove any and all facilities not contemplated in the right conveyed to grantees by this easement grant within said easement premises including, but not limited to irrigation systems, electronic animal fencing, trees and landscaping including lawns, flowers or shrubbery and landscape lighting within and without said easement premises which may interfere with the installation, maintenance, repair or operation of said electric and communications facilities, the right to install, repair, operation of said electric and communications facilities. The right to install, repair, augment, and maintain service cables outside the above described easement premises, and with the right of access and egress to and from any of the within described premises for exercising any of the purposes of the right-of-way and easement grant. All sublots and all lands shall be restricted to underground utility service.

_____ ment Company LLC

_____

_____

_____

_____

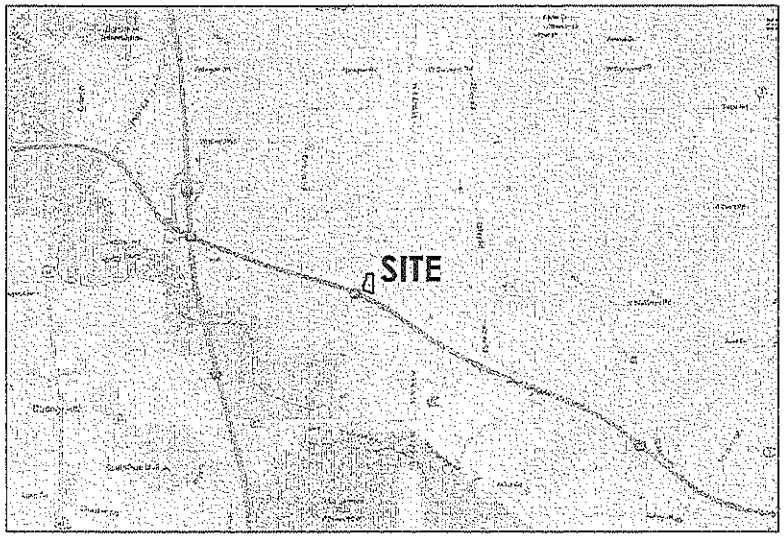
_____

SEC. 6140

Sign: _____
Print:

Address

Sign: _____
Print



LOCATION MAP

NOT TO SCALE

NOTES

REFERENCE WORKS:

Deed Documents as referenced by the Survey

Pine Lakes Village Subdivision Phase 6-C and Block "W" S.F. by Donald F. Sheehy, S-7849 of Chagrin Valley Engineering LTD. in July, 2006. Plat Volume 347, Pages 49-61 of Cuyahoga County Recorder's Office Plat Records.

Pine Lakes Village Subdivision Phase 6-B by Donald F. Sheehy, S-7849 of Chagrin Valley Engineering LTD. in April 2005. Plat Volume 338, Pages 35 of Cuyahoga County Recorder's Office Plat Records.

Pine Lakes Village Subdivision Phase 6-A and Block "W" by Donald F. Sheehy, S-7849 of Chagrin Valley Engineering LTD. in April 2002. Plat Volume 319, Pages 52-61 of Cuyahoga County Recorder's Office Plat Records.

Pine Lakes Village Subdivision Phase 7B by Richard J. Allar, S-5149 of Western Reserve Engineering in February 1999. Plat Volume 315, Pages 33-35 of Cuyahoga County Recorder's Office Plat Records.

Pine Lakes Village Subdivision Phase 7A by Richard J. Allar, S-5149 of Western Reserve Engineering in April 1998. Plat Volume 253, Pages 34 of Cuyahoga County Recorder's Office Plat Records.

BASIS OF BEARINGS:

Bearings are based upon Ohio State Plane Coordinate System, North Zone, NAD 1983, Ground.

5/8" iron pins to be set at all Sublot and Block corners. 3/4" iron pins to be set in all centerline monuments.

All 5/8" x 30" iron pins set are affixed with a plastic cap bearing the inscription "TGC ENG 7621-8557"

ACCEPTANCE & DEDICATION

Know all men by these presents that _____ (PRINT) owner/agent of Alden Walnut Development Company LLC, owner of the land, embraced within this subdivision hereby acknowledge this plat and subdivision to be my/their free act and deed and do hereby dedicate to public use forever the streets shown thereon and grant easement, shown hatched. I certify that there are no delinquent taxes or assessments against the lands embraced within this subdivision.

_____ _____
Owner/Agent Date

County of Medina)
) ss
State of Ohio)

Before me a notary public in and for said county and state, personally appeared the above named _____ Owner/Agent who acknowledged the making of the foregoing instrument and the signing of this plat to be their own free act and deed. In testimony whereof I have hereunto set my hand and affixed seal at _____, Ohio this day of _____, 20__.

_____
Notary public

_____
My commission expires

_____
Witness

_____
Witness

SURVEYOR CERTIFICATION

This Plat was prepared from a field survey, analysis of recorded plats, recorded deeds, and survey records, as applicable. Distances are given in feet and decimal parts thereof.

_____ _____
Jeremy M. Sipek P.S. No. 8557 Date

COVENANTS, RESTRICTIONS & EASEMENTS

The Subdivision shown on this plat is subject to the covenants, restrictions and easements contained in the declaration of restrictions, covenants and easements, recorded in Document No. 200210030433 in the Cuyahoga County Recorders Record, State of Ohio.

AREA TABLE		
Name	Sq. Feet	Acres
Block 'W-1'	13,738	0.3154
Block 'W-2'	67,596	1.5518
Parcel 6A	31,939	0.7332
Parcel 6B	104,495	2.3989
Dedicated R/W	39,849	0.9148
Total	257,619	5.9141

EXHIBIT 1

TGC Engineering, LLC
1310 Sharon Copley Road, P.O. Box 37
Sharon Center, OH 44274
P 330.590.8004 F 888.820.8423
Job No. 1595 , Page 1 of 2

Pine Lakes Village Subdivision Phase 6-D and Blocks "W-1" & "W-2"

LINE DATA		
SEGMENT	LENGTH	DIRECTION
L13	10.37	N83° 02' 37"W
L14	50.31	N23° 25' 04"W
L15	2.36	N13° 49' 22"E
L16	65.93	N13° 49' 22"E
L17	12.46	N13° 49' 22"E
L18	3.63	S76° 10' 38"E
L19	18.37	S76° 10' 38"E
L20	7.53	S13° 49' 22"W
L21	66.46	S13° 49' 22"W
L22	55.29	S23° 25' 04"E
L23	12.81	N83° 02' 37"W
L24	20.08	S24° 47' 44"W
L25	13.25	N60° 49' 09"W
L26	94.01	S29° 37' 07"W
L27	93.75	S61° 46' 00"W
L28	108.17	N83° 23' 27"W
L29	118.01	N56° 10' 58"W
L30	133.56	N5° 19' 19"W

LINE DATA		
SEGMENT	LENGTH	DIRECTION
L31	11.82	N84° 40' 41"E
L32	8.18	N84° 40' 41"E
L33	123.62	S5° 19' 19"E
L34	101.60	S56° 10' 58"E
L35	96.58	S83° 23' 27"E
L36	0.85	S83° 23' 27"E
L37	81.72	N61° 46' 00"E
L38	0.63	N29° 37' 07"E
L39	94.47	N29° 37' 07"E
L40	1.29	N29° 37' 07"E
L41	50.47	N8° 55' 51"E
L42	4.94	S24° 02' 19"E
L43	21.14	S46° 02' 50"E
L44	29.05	S8° 55' 51"W
L45	14.67	S60° 49' 09"E
L46	20.10	S0° 00' 49"W
L47	140.22	S84° 23' 55"W
L48	115.57	S81° 11' 27"W

LINE DATA		
SEGMENT	LENGTH	DIRECTION
L49	34.00	S85° 10' 18"W
L50	15.56	N3° 38' 28"E
L51	7.00	N65° 53' 41"W
L52	1.39	N23° 47' 02"E
L53	32.92	N85° 10' 18"E
L54	115.43	N81° 11' 27"E
L55	146.29	N84° 23' 55"E

CURVE DATA					
SEGMENT	LENGTH	RADIUS	CHORD	CHORD BEARING	DELTA
C103	33.28'	230.00'	33.25'	S 89°29'44" W	8°17'22"
C104	34.34'	25.00'	31.70'	N 55°16'11" W	78°41'32"
C106	20.00'	50.00'	19.86'	N 04°30'01" W	22°54'48"
C109	34.83'	25.00'	32.08'	S 32°57'41" E	79°50'09"
C111	39.99'	100.00'	39.73'	S 04°30'01" E	22°54'48"
C113	35.70'	25.00'	32.74'	S 24°56'48" W	81°48'26"
C115	110.71'	270.00'	109.93'	S 77°35'46" W	23°29'34"
C116	10.44'	970.00'	10.44'	S 89°39'05" W	0°37'01"
C117	11.15'	1030.00'	11.15'	N 89°39'11" E	0°37'12"
C118	135.31'	330.00'	134.36'	N 77°35'48" E	23°29'34"
C120	82.45'	170.00'	81.65'	N 78°44'44" E	27°47'23"

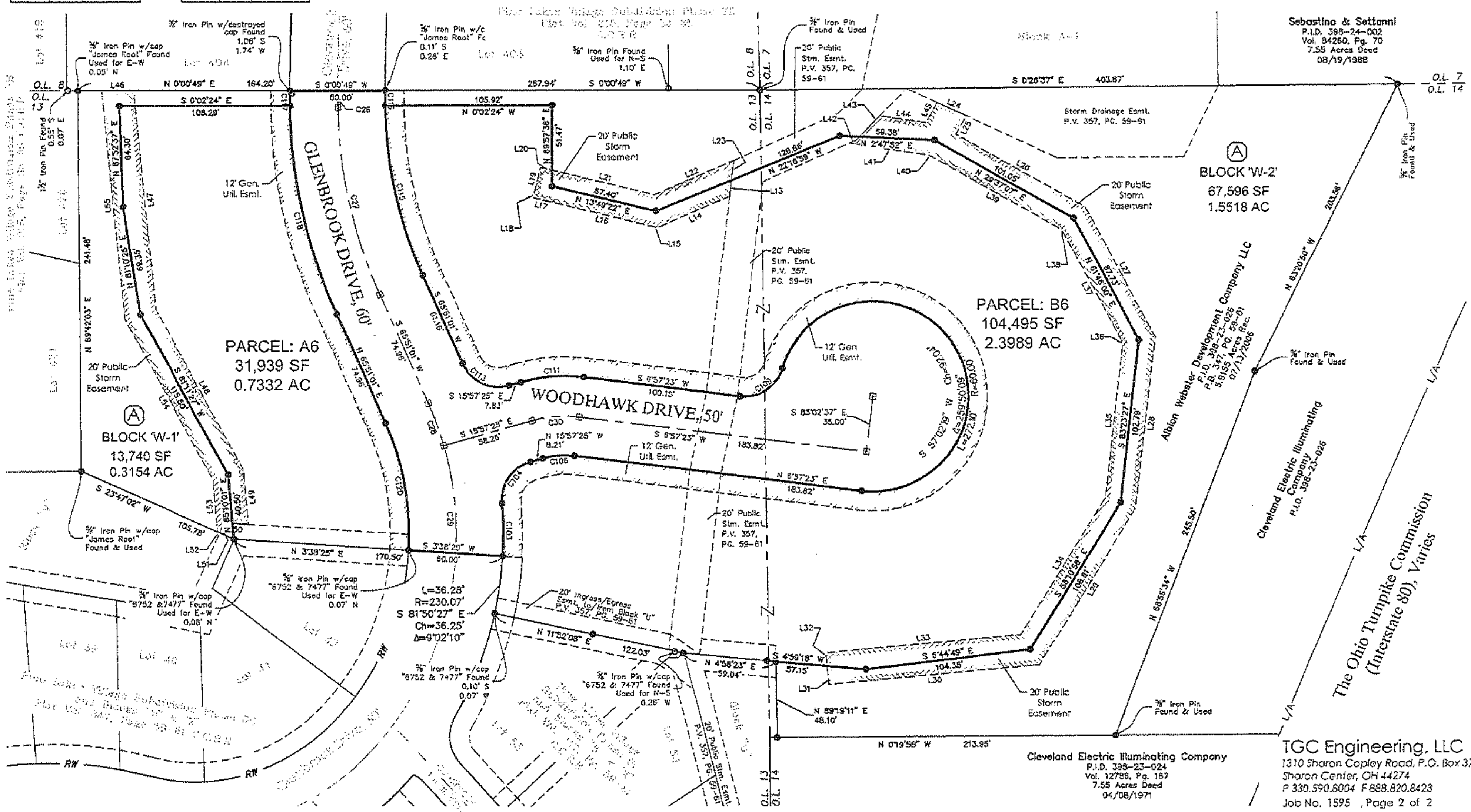
SCALE (IN FEET)
1 inch = 40 ft.

SURVEYOR CERTIFICATION

This Plat was prepared from a field survey, analysis of recorded plats, recorded deeds, and survey records, as applicable. Distances are given in feet and decimal parts thereof.

Jeremy M. Sack P.S. No. S-8557 Date

(A) COMMON PROPERTY TO THE RESERVE II AT PINE LAKES VILLAGE



TGC Engineering, LLC
1310 Sharon Copley Road, P.O. Box 37
Sharon Center, OH 44274
P 330.590.6004 F 888.820.8423
Job No. 1595 , Page 2 of 2

Tax Split Map

Parcels 6A, and 6B
Pine Lakes Village Subdivision Phase 6-D

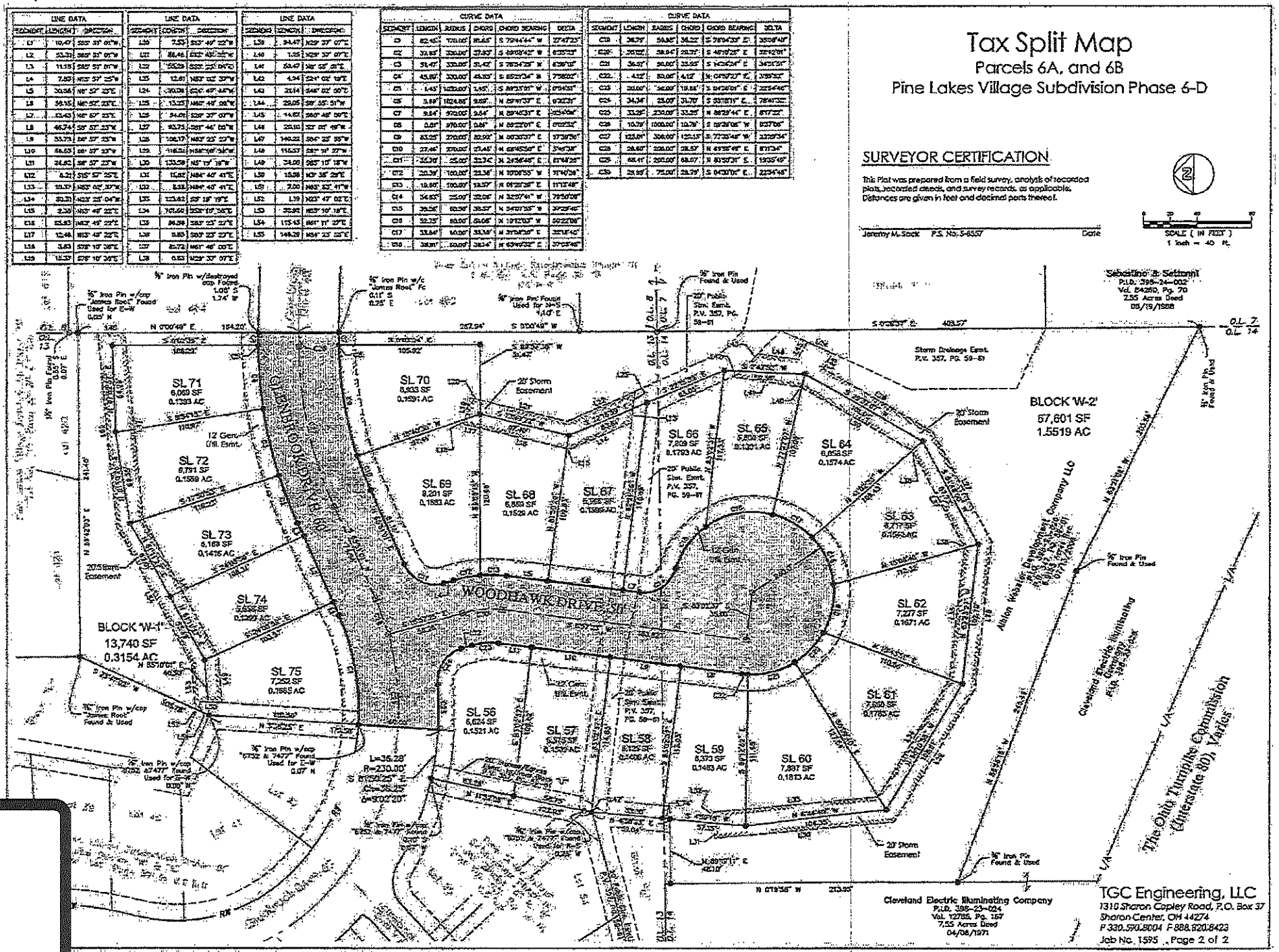


EXHIBIT 1a

Tax Split Map

Parcels 6A, and 6B

Pine Lakes Village Subdivision Phase 6-D

APPROVALS

Approved by the Council of the City of Strongsville, Ohio on this ____ day of _____, 20___ for record purposes, by Ordinance No. _____.

_____
Mayor

_____
Clerk

Approved by the Planning Commission of the City of Strongsville, Ohio on this ____ day of _____, 20_____.

_____
Chairman

_____
Secretary

Approved by the Engineer of the City of Strongsville, Ohio on this ____ day of _____, 20____.

_____
Engineer

Approved for transfer this ____ day of _____, 20___.

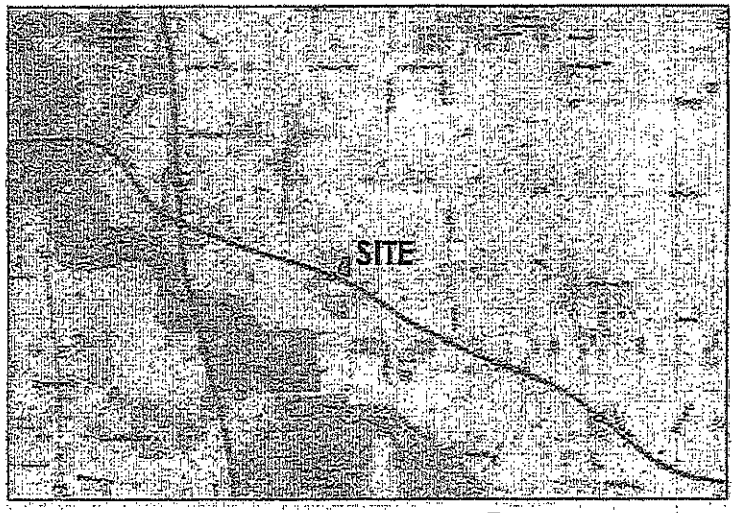
_____
Tax Map Draftsman

Received for transfer this ____ day of _____, 20___.

_____
Cuyahoga County Auditor

Received and recorded this ____ day of _____, 20___.
At _____ o'clock, recorded in Plat Document No. _____
Fee: _____

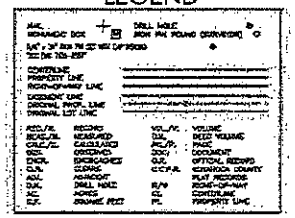
_____
Cuyahoga County Recorder



LOCATION MAP
NOT TO SCALE

AREA TABLE	
Name	Acres
Sublots (20)	3.1320
Block W-1	0.3154
Block W-2	1.5519
Dedicated R/W	0.9148
Total	5.9141

LEGEND



NOTES

REFERENCE WORKS:

Deed Documents are referenced by the Survey

Pine Lakes Village Subdivision Phase 6-C and Blocks "W" & "X" by Donald R. Sheehy, S-7849 of Chagrin Valley Engineering LTD. in July, 2004, Plat Volume 345, Pages 39-41 of Cuyahoga County Recorder's Office Plat Records.

Pine Lakes Village Subdivision Phase 6-B, by Donald R. Sheehy, S-7849 of Chagrin Valley Engineering LTD. in April 2005, Plat Volume 338, Pages 38 of Cuyahoga County Recorder's Office Plat Records.

Pine Lakes Village Subdivision Phase 6-A and Block "N" by Donald R. Sheehy, S-7849 of Chagrin Valley Engineering LTD. in April 2002, Plat Volume 319, Pages 52-54 of Cuyahoga County Recorder's Office Plat Records.

Pine Lakes Village Subdivision Phase 7B by Richard J. Alic, S-5169 of Weston Reserve Engineering in February 1999, Plat Volume 315, Pages 33-36of Cuyahoga County Recorder's Office Plat Records.

Pine Lakes Village Subdivision Phase 3B-1 by Richard J. Alic, S-5169 of Weston Reserve Engineering in April 1998, Plat Volume 310, Pages 54 of Cuyahoga County Recorder's Office Plat Records.

BASIS OF BEARINGS:

Bearings are based upon Ohio State Plane Coordinate System, North Zone, NAD 1983, Ground.

5/8" iron pins to be set at all Sublot and Block corners. 3/4" iron pins to be set at all centerline monuments.

All 5/8" x 30" iron pins set are affixed with a plastic cap bearing the inscription "TGC ENG 7551-2007"

ACCEPTANCE & DEDICATION

Know all men by these presents that _____ (PRINT) owner/agent of Albion Webster Development Company LLC, owner of the lands embraced within this subdivision hereby acknowledge this plat and subdivision to be my/their free act and deed and do hereby dedicate to public use forever the streets shown shaded and grant easements shown hatched. I certify that there are no delinquent taxes or assessments against the lands embraced within this subdivision.

_____ _____
Owner/Agent Date

County of Medina }
} ss
State of Ohio }

Before me a notary public in and for said county and state, personally appeared the above named _____ Owner/Agent who acknowledged the making of the foregoing instrument and the signing of this plat to be their own free act and deed. In testimony whereof I have hereunto set my hand and official seal at _____, Ohio this day of _____, 20 ____.

_____
Notary public

_____
My commission expires

_____
Witness

_____
Witness

SURVEYOR CERTIFICATION

This Plat was prepared from a field survey, analysis of recorded plats, recorded deeds, and survey records, as applicable. Distances are given in feet and decimal parts thereof.

_____ _____
Jeremy M. Sock P.S. No. S-8557 Date

COVENANTS, RESTRICTIONS & EASEMENTS

The Subdivision shown on this plat is subject to the covenants, restrictions and easements contained in the declaration of restrictions, covenants and easements, recorded in Document No. 200210060123 in the Cuyahoga County Recorders Records, State of Ohio.

TGC Engineering, LLC
1318 Sharon Copley Road, P.O. Box 37
Sharon Center, OH 44274
P 330.590.8004 F 888.820.8423
Job No. 1595 , Page 1 of 2

EXHIBIT "B"

SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

THIS AGREEMENT made this 19th day of July, 2016, by and between **ALBION-WEBSTER DEVELOPMENT CO., LLC,** an Ohio limited liability company, located at 5866 Broadview Road, Cleveland, Ohio 44134, 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, **ALBION-WEBSTER DEVELOPMENT CO., LLC** is the owner and developer of certain property located in the City of Strongsville; and

WHEREAS, Developer is desirous of developing the aforesaid property owned by it and known as **PINE LAKES VILLAGE SUBDIVISION PHASE 6-D,** as the same was approved by the City's Planning Commission on May 26, 2016, 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 **PINE LAKES VILLAGE SUBDIVISION PHASE 6-D,** as approved by the City's Planning Commission on May 26, 2016.

EX. 2

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, 2016, 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 June 30, 2017; unless said time(s) is or are extended by the Council of the City. Such time extension(s) may be granted so long as the City Engineer determines that delays in construction are not the result of the actions or inactions of the Developer, and that Developer is making reasonable efforts to complete said improvements. Such extension(s) shall not be unreasonably withheld.

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

5. In order to secure the performance of this Agreement and all the aforesaid work in accordance with the standards established in the Subdivision Regulations and the completion of such work within the time period(s) established herein, Developer herewith deposits with **THE CORTLAND SAVINGS & BANKING COMPANY**, a financial institution located at 194 W. Main Street, Cortland, Ohio 44410 (hereinafter referred to as "Escrow Agent") the total sum of **$427,688.97** (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 **THE CORTLAND SAVINGS & BANKING COMPANY** 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.

"CITY"
CITY OF STRONGSVILLE

Tiffany Mekeel
Assistant Clerk of Council.

By: _____

Title: Acting Mayor

"DEVELOPER"
ALBION-WEBSTER DEVELOPMENT CO., LLC
(an Ohio Limited Liability Co.)

Christin M. Sorensen
Christin M. Sorensen
Linda J. Krasowski

By: _____

Its: MANAGER

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 Duke Southworth its Acting 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 19th day of July, 2016.

NOTARIAL SEAL STATE OF OHIO
TIFFANY MEKEEL
Notary Public, State of Ohio
My Commission Expires 3/1/17
Recorded in Geauga County

Tiffany Mekeel
Notary Public

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **ALBION-WEBSTER DEVELOPMENT CO., LLC, an Ohio Limited Liability Co.**, by SCOTT E. GOLDBERG, its MANAGER, 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 30TH day of JUNE, 2016.



LINDA J. KRASOWSKI, Notary Public
State of Ohio - Cuyahoga County
My Commission Expires May 26, 2020

Linda J. Krasowski
Notary Public

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing instrument this 19TH day of July, 2016.

Law Director

Exhibit "A"

ESCROW AGREEMENT

THIS AGREEMENT, made this 19th day of July, 2016, by and among the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 ("City"), **ALBION-WEBSTER DEVELOPMENT CO., LLC,** an Ohio limited liability company, organized and existing under the laws of the State of Ohio, located at 5866 Broadview Road, Cleveland, Ohio 44134 ("Owner"), and **THE CORTLAND SAVINGS & BANKING COMPANY,** a financial institution and escrow agent, located at 194 W. Main Street, Cortland, Ohio 44410 ("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 **Four Hundred Twenty-Seven Thousand Six Hundred Eighty-Eight and 97/100 Dollars ($427,688.97)** ("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, and shall have no other duties.

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 gross negligence, intentional misconduct 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:

THE CORTLAND SAVINGS & BANKING COMPANY
194 W. Main Street
Cortland, Ohio 44410
Attention: Stanley P. Feret, Senior Vice President & Chief Lending Officer
and Robert D. Meek, Treasury Mgmt. Sales Representative

ALBION-WEBSTER DEVELOPMENT CO., LLC
5866 Broadview Road
Cleveland, Ohio 44134
Attention: Scott E. Goldberg, Manager

CITY OF STRONGSVILLE
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Law Director

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

Signed in the presence of:

Christa M. Norman

Linda J. Krasowski

ALBION-WEBSTER DEVELOPMENT CO., LLC
(an Ohio Limited Liability Co.)

By: _____

Its: MANAGER

Tiffany Merrell

Assistant Clerk of Council

CITY OF STRONGSVILLE, OHIO

By: _____

Its: Acting Mayor

Richard A. Ramsey

THE CORTLAND SAVINGS & BANKING COMPANY

By: _____

Stanley P. Feret

Its: Senior Vice President/Chief Lending Officer