

**CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2021-49**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL  
OFFICER TO EXECUTE A DEVELOPMENT AGREEMENT FOR AUBURN GROVE  
SUBDIVISION WITH M/I HOMES OF CINCINNATI, LLC, AND DECLARING AN  
EMERGENCY**

**WHEREAS**, Section 15.20.7 of the City's [Subdivision Regulations] contained within the current Zoning Code requires a developer of lands within the City to enter into a development agreement with the City relating to the construction of improvements within the subdivision; and,

**WHEREAS**, M/I Homes of Cincinnati, LLC, is the developer of the Auburn Grove Subdivision in the City, and has executed the required Development Agreement; and,

**WHEREAS**, immediate action is required to adequately protect the City and its citizens relating to the construction of said Development, and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

**Section 1.** That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Development Agreement relating to Auburn Grove Subdivision with M/I Homes of Cincinnati, LLC, a copy of which is attached hereto.

**Section 2.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

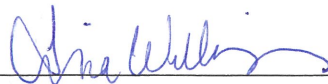
**Section 3.** That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

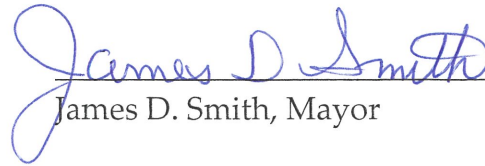
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**Section 4.** That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 21<sup>st</sup> day of October, 2021.

Attest:   
Petrina D. Williams, Fiscal Officer/Clerk

  
James D. Smith, Mayor

Rules Suspended: 10/21/2021 (if applicable)

Effective Date – / /2021

Vote - 6 Yeas  
\_\_\_\_\_ Nays

First Reading – / /2021  
Second Reading – / /2021  
Third Reading – / /2021

Effective Date – / /2021

Vote - \_\_\_\_\_ Yeas  
\_\_\_\_\_ Nays

Prepared by and approved as to form:

ANDREW P. MEIER  
SOLICITOR  
SOUTH LEBANON, OHIO

By:   
Date: 10/21/2021

## DEVELOPMENT AGREEMENT

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This DEVELOPMENT AGREEMENT, the effective date of which shall be upon the last date of execution by all parties hereto, by and between the Council of the City of South Lebanon, an Ohio Municipal Corporation, 10 N. High Street, South Lebanon, OH 45065 (the "City"), and M/I Homes of Cincinnati, LLC , whose mailing address is 9349 Waterstone Boulevard, Cincinnati, OH 45249, (the "Developer"), and Argonaut Insurance Company, 13100 Wortham Center Drive, Suite 290, Houston, TX 77065 ("the Surety"), is in accordance with the City's Ordinance, Resolutions and Subdivision Regulations, and pursuant to the Approved Construction Drawings (hereinafter referred to as the "Development Plan") that is on file in the office of the Administrator for the completion of the public and other improvements associated with the residential development known as Auburn Grove ("the Subdivision").

### WITNESSETH:

**WHEREAS**, the Developer proposes to develop the Subdivision which shall be situated on real property within the City of South Lebanon, County of Warren, State of Ohio, identified as Parcel # 17-36-100-025-1 and 17-36-100-025-2, and more particularly described in Exhibit A attached hereto and made a part hereof; and,

**WHEREAS**, in accordance with Sec. 15.20.7 (2) of the City's Subdivision Regulations, upon receipt of approval of the Final Plat, but prior to the said approval taking effect, the Developer shall enter into a Development Agreement wherein the Developer agrees, inter alia, to construct all required improvements within the Subdivision, in accordance with the City's Ordinances, Resolutions, Subdivision Regulations, and all other applicable federal, state and local laws; and,

**WHEREAS**, the Developer has acknowledged receipt of the City's Subdivision Regulations, incorporated herein by reference; and

**WHEREAS**, such dedicated and accepted improvements as shown on the Development Plan (the "Public Improvements") include, but are not necessarily limited to; a) streets, curb, storm water systems and appurtenances; b) plantings and other improvements within the City right-of-way (the area between the back of the curb and the street side edge of the sidewalk); c) waterlines, mains, connectors and appurtenances; d) sanitary sewer, mains, connectors and appurtenances; e) sidewalks; f) intersection points between existing public improvements and those project improvements which shall remain private, if any, (intersections with street, sanitary, water and/or storm water systems of

the City); g) any required detention/retention areas; h) street lighting; i) traffic control devices; and,

**WHEREAS**, the City and the Developer now desire to enter into this Development Agreement, the terms and conditions of which are set forth hereinafter.

**NOW, THEREFORE IT IS AGREED:**

1. The Developer does herewith agree to construct, install and provide the Public Improvements and other improvements shown on the Development Plan, all as approved as part and parcel to the Development Plan.
2. Work Conduct. Developer hereby agrees to perform, or to cause all work to be performed, in a professional, responsible, workmanlike manner, and to keep the streets, sidewalks, curbs and gutters, all right-of-way areas, and all other areas within and outside of the Development, reasonably free from any object, material, or condition that is unsafe or unsanitary or that, in the reasonable opinion of the City, is unsightly or otherwise undesirable, or constitutes an attractive nuisance, when such condition results from Developer activity on the subject site or that is otherwise associated therewith. Additionally, the Developer shall clear any mud, litter or debris created or caused by any of its employees, contractors, subcontractors, materialmen, laborers or agents. Developer further agrees to install and maintain in proper working order and throughout the Development and construction process, the required erosion control and sediment control measures.
3. Acceptance. Developer further agrees to do all that is necessary to accomplish the acceptance of all public and other improvements as shown on the "Development Plan," within the time limits specified in the City's Ordinances, Resolutions and Subdivision Regulations. The City shall not consider acceptance of public streets for maintenance until all Public Improvements and other improvements as required by the Development Plan are completed and Certificates of Occupancy have been issued for at least sixty percent (60%) of the residences within the Development unless the Developer requests the dedication of those portions of the streets that have been completed as the various phases of the project and the homes within those phases have been completed and the Certificates of Occupancy have been issued. The City will only consider this phased acceptance if this action would be, in the sole opinion of the City Council, in the City's best interest.

4. The Developer, upon completion of construction shall submit to the City reproducible copies and electronic files of "As Built Drawings" for the Public Improvements constructed in accordance with the Development Plan and the construction drawings and specifications and applicable laws, along with copies of the construction notes and records from which the As Built Drawings were made. As Built Drawings shall contain, at a minimum: the centerline profile of streets, waterlines, sanitary sewer system, and the storm water distribution system including any detention/retention areas as delineated within the City's Subdivision Regulations, and grading plans.
5. Maintenance and Use of Roads During Construction. The Developer shall clean and keep all public ways, sewers and drains free from snow and ice, mud, debris and trash or other extraneous materials prior to acceptance of public improvements by the City. Prior to acceptance of the Public Improvements by the City, Developer shall maintain the safe and reasonable flow of traffic on the public roadways within the subdivision at all times unless otherwise approved by the City and in such a manner as not to unduly impede or restrict the flow of traffic to or from the adjoining properties or businesses.
6. Inspection of Improvements. The Developer shall, prior to such construction, and installation of the Public Improvements arrange with the City's Administrator for the inspection of such construction and installation through the payment of review and inspection fees as established by the City. The costs to the City shall be based upon the City Fee Schedule (attached as Exhibit B) for inspections if such inspections are performed by the City's staff, otherwise, the cost to the City shall be based upon the fees charged under the professional consultant's fee schedule (attached as Exhibit C) for inspections and testing which are incurred by the City and will be passed through to the Developer. In the event that the fees charged above do not cover the costs of inspection, the Developer shall deposit with the City a reasonable amount as determined by the Administrator to pay for these additional costs.
  - 6.1 Developer agrees that said work as set forth in the Development Plan shall be performed, completed and done pursuant to inspection by the City and other regulatory agencies as required, and in accordance with the approved Development Plan adopted by the Council of the City, and under the supervision and direction of a qualified geotechnical engineer employed by Developer, with the consent of the City, who shall be on site as needed to monitor and evaluate all cuts, fills, compacting and other earth moving operations associated with the development of the site by Developer. Such

geotechnical engineer shall provide a written report and copies of the field notes to the City upon completion of the same. Any and all costs associated with the services of the geotechnical engineer in accordance with the Development Plan shall be borne by the Developer.

6.2 Before starting the construction of any improvements, the Developer shall ascertain from the Administrator what inspections are required and the amount of notification desired in each case. In no event shall notice to the Administrator or the Administrator's designee be less than twenty-four (24) hours prior to a desired inspection.

6.3 Regardless of contracts, agreements or inspections performed, final responsibility for the installation of all Public Improvements in accordance with the Development Plan and all applicable laws and regulations rests with the Developer, except where the City has inspected and approved in writing the public improvements. Provided, however, that after such inspection and approval it shall be the Developer's continuing responsibility to repair any public improvements where there is a failure of any public improvement as the result of faulty workmanship, change in conditions or any other circumstances or occurrence which is reasonably attributable to the work performed by or for which the Developer is responsible in the Development Agreement.

7. Bonds. To ensure the developer's performance, and to cover the costs of any nuisance items, the Developer hereby agrees to post all of the following bonds:

7.1 Performance Bond. Upon the formal approval of the Final Plat, the Developer shall post a Performance Bond pursuant to the City's Subdivision Regulations in the amount of 100% of the total estimated costs of construction of the required improvements as specified in the Subdivision Regulations in order to guarantee their proper installation in one of the following forms the form and content of which must be approved in writing by the City's Solicitor. Failure to provide and/or maintain a Performance Bond in one of the following formats shall be deemed a default of this Development Agreement.

7.1.1 Irrevocable Letter of Credit. An Irrevocable Letter of Credit shall be obtained from a financial institution acceptable to the City ("Issuer") and issued in favor of the Council of the City of South Lebanon, Ohio for the **Performance bond** in the sum of \$63, 810.00 which amount is

equal to one hundred percent (100%) of the estimated cost of the Public Improvements yet to be completed as of October 21, 2021, in accordance with the Development Plan and the corresponding schedule of values approved by the City (attached as "Exhibit D") to secure 100% compliance with the terms of the Development Agreement including without limitation improvements such as the site clearing, grading, and installation of the storm water management system including the catch basins, conveyance piping, inlet, and outlet structures, and the erosion and sedimentation control measures including the construction of the temporary sedimentation basins, the installation of the water mains, hydrants, valves, etc. and the other public underground utilities, the construction of public streets, including the final wearing course of asphalt, the curb, gutters and sidewalk, and the restoration, installation, and/or replacement of any other public street, sidewalk, or right-of-way improvement that may be disturbed or damaged in the course of this work, the completion of the final grading, the installation of all landscaping within the public right-of-way as reflected on the approved landscaping plan, and all other public improvements, all of the foregoing to the extent fully detailed in the approved Development Plan, construction drawings and specifications on file in the office of the Administrator or as may be required by law. The content of the Irrevocable Letter of Credit shall be satisfactory to the City and shall contain the following language:

"It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for successive one year periods from its present or any future expiration date unless at least sixty (60) days before any such expiration date the Issuer of the Letter of Credit notifies the Administrator, 10 N. High Street, South Lebanon, OH 45065, in writing, by certified or registered mail, that the Issuer of the Letter of Credit elects not to consider this letter of credit renewed for any such additional period, **at such time the City Council may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.**"

If the Letter of Credit contains a draft presentment deadline, it is mandatory that the Letter of Credit include the following language:

**“The draft presentment deadline set forth in this letter of credit shall automatically be extended for one year periods unless at least sixty (60) days prior to any draft presentment deadline, or any prior extension thereof, the Issuer of this Letter of Credit notifies the Administrator, 10 N. High Street, South Lebanon, OH 45065, in writing by certified or registered mail, that the draft presentment deadline shall not be extended for a successive one year period, at such time the City Council may declare the Developer to be in default and demand immediate payment of all sums under this Letter of Credit.”**

The Letter of Credit shall state that it is being issued in connection with the installation of improvements in Auburn Grove Subdivision being developed by the Developer. This reference must be specific and identify the Subdivision and section or phase thereof as may be applicable.

Payment pursuant to the Letter of Credit shall not be conditioned except upon notification by the Village Administrator to the Issuer of the Letter of Credit that the Developer is in default of the installation of improvements within the Auburn Grove Subdivision.

The condition of Default shall occur when the City Council declares the Developer to be in default and the balance of the Performance Bond shall be payable immediately to the City Council upon demand after the following have occurred: (i) the Administrator has notified the Developer and Issuer, by ordinary U.S. mail with proof of mailing, of such performance default and give the Developer and/or Issuer fourteen (14) days to cure the performance default from the date of receipt of such Default Notice to the satisfaction of the Administrator; (ii) the Administrator shall copy the Fiscal Officer on the Default Notice who, upon receipt, shall set the matter on the agenda of the next regularly scheduled Council Meeting, or Special Council Meeting as determined necessary by the Administrator, which shall not take place sooner than fourteen (14) days from the date of the Default Notice and give notice of the regular or special Council meeting to the Developer and the Issuer; (iii) in the event the Developer and/or Issuer do not cure the performance default to the satisfaction of the Administrator within

fourteen (14) days of the Default Notice, unless the City Council grants an extension of time or declares the Developer is not in default of performance during the regularly scheduled Council Meeting or Special Council meeting, the City Council shall declare the Performance Bond to be forfeited and certify a copy of its Resolution declaring performance default and forfeiture, and authorize a Demand Notice be served by the Administrator upon the Issuer demanding payment of the balance of the Performance Bond to be delivered to the City's Fiscal Officer within seven (7) days of receipt of the Demand Notice. Upon receipt of payment of the Performance Bond from the Issuer, the City Council shall cause the funds to be applied to the uncompleted or unapproved Improvements, based upon such conditions and time limitations as the City may solely determine, as well as apply the funds to any costs incurred by the City which are incidental to the completion of the uncompleted or unapproved Improvements, including, but not limited to costs associated with publication of legal notices, preparation of such additional plans, specifications and drawings as may, in the sole judgment of the Administrator, be necessary, preparation of bid documents, etc. The payment of forfeited funds in full compliance with the Demand Notice by the Issuer shall release the Issuer from any further liability. However, the payment of forfeited funds by the Issuer shall NOT release Developer from any liability for any deficiency between the amount of funds disbursed and the actual costs incurred by the City in the completion of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the City for any such deficiency.

In the event that Issuer shall fail to make the forfeited funds available to the City's Fiscal Officer within seven (7) days after receipt of a Demand Notice, the Developer and Issuer shall be liable to City Council for its expenses (including reasonable attorney's fees and court costs) incurred to pursue collection of the forfeited sum, plus interest at the rate of eight percent (8%) per annum.

The amount of the irrevocable letter of credit for performance may be reduced from time to time as the work progresses. Any such reduction shall require the approval of the City Council which shall not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed, and may be requested by the Developer upon 100% completion of any of the following phases: the clearing and initial grading,

provided that all the storm water, erosion, and sedimentation control methods and improvements are in place including the detention basins, conveyance piping, and inlet and outlet structures; the installation of the underground utilities; the construction of the streets, curbs and gutters; the installation of all landscaping improvements within the rights-of-way; the acceptance of the streets and other public improvement by the City.

Any such reduction shall be based on a schedule of values approved by the City and at no time shall the amount of such irrevocable letter of credit be less than 100% (including inflation) of the balance of the work to be completed, and, at no time shall the amount of such irrevocable letter of credit be less than 10% (including inflation) of the total costs of all Improvements (as itemized in Exhibit "D").

The Irrevocable Letter of Credit shall be maintained during the construction of the Public Improvements and shall not be permitted to expire until such time as the streets and other Public Improvements are accepted by the City.

- 7.1.2 Cash Bond. In lieu of the Irrevocable Letter of Credit, the Developer may post a Cash Bond consisting of a cashier's check or certified check as bond for performance security which shall be delivered to the City's Fiscal Officer. An authorized representative of the Developer must sign the Development Agreement for which the Cash Bond shall serve as security for complete compliance of the terms of the Development Agreement. In the case that the performance security given is in the form of a cashier's check or certified check being held in the possession of the City Fiscal Officer, and the City Council declares the Developer to be in Default as provided in paragraph 9.1.1 above (the terms of which are incorporated herein), the City Council may retain such funds after its Resolution declaring performance default and forfeiture has been mailed to the Developer.
- 7.1.3 Surety Bond. In lieu of the Irrevocable Letter of Credit, the Developer may post a Surety Bond issued by a surety company (Surety) authorized to do business in the State of Ohio and in good standing. An authorized representative of the Developer and the Surety must sign the Development Agreement for which the Surety Bond shall serve as the security of complete compliance of the terms of the Development

Agreement. A power of attorney from the Surety authorizing the signature on behalf of the Surety must accompany the Development Agreement. The Surety Bond shall be subject to paragraph 9.1.1 above (the terms of which are incorporated herein), relating to performance default, forfeiture and the obligation to pay the forfeited funds immediately to the City's Fiscal Officer, and release of liability upon full payment.

- 7.2 Maintenance Bond. Upon completion of the final improvements as determined by the Administrator and engineer acting in the service of the City and pursuant to the Subdivision Regulations, the Developer shall post a Performance Bond pursuant to the City's Subdivision Regulations in the amount of 10% of the actual costs of construction of the improvements. Failure to provide and/or maintain a Maintenance Bond in one of the following formats shall be deemed a default of this Development Agreement. The Maintenance Bond shall extend for a period of one year from the date of acceptance by the City in the case of all improvements within easements and public rights-of-way, and public water and sanitary sewer system.
8. Completion Dates. All work within the Project, as reflected in the approved Development Plan shall be commenced on or before July 1, 2021 (the "Commencement Date") and shall be completed within a period of twelve (12) months from the Commencement Date (the "Completion Date"). This length of time is hereby fixed by the City as a reasonable period of time to commence and complete the Project, but if requested by the Developer for good cause, a written extension may be granted by the City in its reasonable discretion but only after a written application filed with the City Planning Commission. Such extension, however, will be conditioned upon the Developer providing the City with updated costs sheets for improvements not yet constructed, and the City may request additional bonding in an acceptable form as provided in paragraph 9 above.
9. Indemnification. The Developer agrees to indemnify and hold the City harmless from and against all suits, liens or claims that may be based upon any injury to any person or property or mechanic's liens that may be filed against the property dedicated to the City per the Development Plan. In the event of the attachment of any mechanic's liens or other claims against the dedicated property, the Developer agrees that it shall secure the removal of any such lien within thirty (30) days of

the filing of any such lien. The obligations of the Developer as set forth in this paragraph 12 shall survive for a period of one (1) year following the date of completion of the Project and acceptance of the Public Improvements by the City. In the event the Developer breaches its obligation in this paragraph 12, the Developer shall be liable

10. Traffic Control Obligations. The obligation to construct and install any and all traffic management improvements necessitated by development of the Subdivision and increased traffic density directly resulting therefrom shall be allocated between the Developer and the City as follows: (a) the Developer shall be responsible, at the Developer's sole cost and expense, to construct and install, or cause to be constructed and installed, any traffic management improvements necessary for the development of the Property in accordance with the Development Plan which improvements are required on which the Property fronts including, but not limited to, any signage, traffic signals at the entrance to the Subdivision, deceleration lanes at the entrance to the Subdivision and any left turn lanes into the subdivision.
11. No Amendment. This Agreement shall not be amended or otherwise modified unless such amendment or modification is in writing and signed by all parties hereto.
12. Severability. Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.
13. Waiver. No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.
14. Controlling Law; Venue. This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall exclusively be the Warren County, Ohio Court of Common Pleas.
15. Binding Effect. The parties executing this Agreement each binds himself/herself/itself and his/her/its successors, executors, administrators, assigns and legal representatives to the other party, to this Agreement and to the

successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

16. Entire Agreement. This Agreement together with the documents referenced herein constitute the entire agreement between the parties and supersede all prior written or oral understandings.

**[the remainder of this page is blank]**

**SURETY (if applicable)**

IN EXECUTION WHEREOF, Argonaut Insurance Company, referred to as the Surety herein, has caused this Agreement to be executed by Shelley M. Kuhn, whose title is Attorney-In-Fact, on the date stated below, pursuant to a Power of Attorney, a copy of which is attached hereto.

**SURETY:**

SIGNATURE: Shelley M. Kuhn

NAME: Shelley M. Kuhn

TITLE: Attorney-In-Fact

DATE: October 15, 2021

STATE OF Ohio, COUNTY OF Franklin, ss.

BE IT REMEMBERED, that on the 15th day of October, 2021, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Shelley M. Kuhn, whose title is Attorney-In-Fact, of Argonaut Insurance Company, whose name is subscribed hereto, and acknowledged the signing and execution of this Agreement is his or her free and voluntary act and deed, and the free and voluntary act and deed of Attorney-In-Fact, in accordance with a Power of Attorney authorizing such act as its representative.



DENISE NELSON  
Notary Public, State of Ohio  
My Comm. Expires 02-18-2024  
Recorded in Fairfield County

NOTARY PUBLIC: Denise Nelson  
MY COMMISSION EXPIRES: 02/18/2024

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DEVELOPER:

IN EXECUTION WHEREOF, M/I HOMES OF CINCINNATI, LLC referred to as the Developer herein, has caused this Agreement to be executed by Mark Kirkendall, whose title is VP, Housing & Land Controller, on the date stated below, pursuant to a Resolution or Consent Action, a copy of which is attached hereto.

DEVELOPER

SIGNATURE: [Signature]

NAME: Mark Kirkendall

TITLE: VP, Housing & Land Controller

DATE: 10/15/2021

STATE OF Ohio, COUNTY OF Franklin, ss.

BE IT REMEMBERED, that on the 15 day of October, 2021, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the person known or proven to me to be Mark Kirkendall, whose title is VP, Housing & Land Controller of M/I Homes of Cincinnati, LLC, whose name is subscribed hereto, and acknowledged the signing and execution of this Agreement is his or her free and voluntary act and deed, and the free and voluntary act and deed of VP, Housing & Land Controller, in accordance with a Resolution or Consent Action authorizing such act as its representative.

NOTARY PUBLIC: [Signature]

MY COMMISSION EXPIRES: NA

[seal]



SARAH L. HERBER,  
ATTORNEY AT LAW  
Notary Public, State of Ohio  
My Commission Has No Expiration  
Section 147.03 R.C.

CITY:

IN EXECUTION WHEREOF, the Council of the City of South Lebanon, Ohio, has caused this Agreement to be executed by its Mayor, and its Fiscal Officer, on the date stated below, pursuant to Resolution Number 2021- 49, dated 10/21/21.

SIGNATURE: James D. Smith

NAME: James D. Smith

TITLE: Mayor

DATE: 10/21/21

SIGNATURE: Tina Williams

NAME: Tina Williams

TITLE: Fiscal Officer

DATE: 10/21/21

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 21<sup>ST</sup> day of October, 2021, before me, the subscriber, a Notary Public, in and for said County and State, personally appeared the persons known or proven to me to be JAMES D. SMITH, Mayor, and TINA WILLIAMS, Fiscal Officer, of the City of South Lebanon, Ohio, and acknowledged the signing and execution of this Agreement is their free and voluntary act and deed, in accordance with a City Resolution authorizing them to so act.

[seal]

NOTARY PUBLIC: Deanne Marie Haltman  
MY COMMISSION EXPIRES: 4/6/2026

APPROVED AS TO FORM:

SOLICITOR  
SOUTH LEBANON, OHIO

By [Signature]  
Solicitor



Deanne Marie Haltman  
Notary Public, State of Ohio  
My Commission Expires  
April 6, 2026

**Exhibit "A" - Legal Description of the Entire Tract(s)**

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[insert or attach hereto]

**EXHIBIT "A"**  
**Legal Description**

Situate in Military Surveys 1546 and 1547, Village of South Lebanon, Hamilton Township, Warren County, Ohio as noted at the end of the description and being more particularly described as follows:

Beginning at the southeast corner of Stone Brook Subdivision, Section 11 as recorded in Plat Book 70, Pages 91 thru 93 of the Warren County, Ohio Records, being witnessed by an existing  $\frac{3}{8}$ " iron pin, which is 0.23 feet south and 0.64 feet east, thence along the easterly line of said Stone Brook, Section 11 and the easterly line of Stone Brook Subdivision, Section 8 as recorded in Plat Book 63, Pages 42 thru 44 of the Warren County, Ohio Records, North  $34^{\circ}14'36''$  West, 549.56 feet to a corner of said Stone Brook, Section 8, being witnessed by an existing  $\frac{3}{8}$ " iron pin, which is 0.29 feet south and 0.46 feet east; thence continuing along the easterly line of said Stone Brook, Section 8, the following two courses and distances, along a curve deflecting to the left, having a radius of 1,110.00 feet, a distance of 593.40 feet, the chord of said curve bears, North  $34^{\circ}53'01''$  East, 586.35 feet to an existing iron pin and cap at the northeast corner of said Stone Brook, Section 8, being the southeast corner of Stone Brook Subdivision, Section 6 as recorded in Plat Book 54, Pages 28 thru 30 of the Warren County, Ohio records; thence along the easterly line of Stone Brook, Section 6, North  $04^{\circ}05'07''$  East, 170.62 feet to the southwest corner of Homestead at River's Bend as recorded in Plat Book 71, Pages 60 thru 63 of the Warren County, Ohio Records, being witnessed by an existing iron pin and cap, which is 0.36 feet south and 0.21 feet east; thence leaving the easterly line of said Stone Brook, Section 6, along the southerly line of said Homestead at River's Bend, the following three courses and distances, South  $71^{\circ}11'36''$  East, 382.90 feet to a point, being witnessed by an existing iron pin and cap, which is 0.11 feet east; thence North  $15^{\circ}54'08''$  East, 267.18 feet to a point, being witnessed by an existing  $\frac{3}{8}$ " iron pin and cap, which is 0.11 feet east; thence continuing along the southerly line of said Homestead at River's Bend and along the southerly line of the Villages at Rivers Bend Village of Fredricks Stand, Section One as recorded in Plat Book 69, Pages 72 and 73 of the Warren County, Ohio Records, South  $85^{\circ}12'02''$  East, 588.14 feet to the northwest corner of the 17.3289 acres property as conveyed to Grand Communities, Ltd, in Official Record 5307, Page 301 of the Warren County, Ohio Records and being witnessed by an existing iron pin and cap, which is 0.27 feet north and 0.16 feet west; thence leaving the southerly line of said the Villages at Rivers Bend Village of Fredricks Stand, Section One, along the westerly line of said Grand Communities tract and the westerly line of Wynstead, Section One, Phase B as recorded in Plat Book 71, Pages 41 and 42 of the Warren County, Ohio Records, South  $07^{\circ}47'33''$  West, 463.48 feet to an existing iron pin and cap at the northeast corner of Lot 2 of Ritchey Acres, Section II as recorded in Plat Book 81, Page 84 of the Warren County, Ohio Records; thence leaving the westerly line of said Wynstead, Section One, Phase B, along the northerly line of said Ritchey Acres, Section II, North  $75^{\circ}51'59''$  West, 155.46 feet to an existing iron pin and cap at the northwest terminus of Cochran Road as dedicated in Plat Book 81, Page 84 of the Warren County, Ohio Records; thence along the westerly right of way of Cochran Road, the following two courses and distances, South  $14^{\circ}08'01''$  West, 77.56 feet to a set  $\frac{3}{8}$ " iron pin and cap (#7862) and South  $16^{\circ}02'58''$  West, 10.29 feet to a set  $\frac{3}{8}$ " iron pin and cap (#7862) at the northeast corner of Lot 3 of Ritchey Acres, Section 3 as recorded in Plat Book 93, Page 13 of the Warren County, Ohio Records; thence leaving the westerly right of way of Cochran Road, along the northerly line of said Ritchey Acres, Section 3, North  $73^{\circ}40'24''$  West, 314.82 feet to the northwest corner of said Lot 3, being witnessed by an existing iron pin and cap, which is 0.87 feet north; thence along the westerly line of said Lot 3, South  $11^{\circ}10'15''$  West, 679.26 feet to the southwest corner of said Lot 3, being in the northerly line of Turning Leaf, Section 5 as recorded in Plat Book 76, Pages 15 and 16 of the Warren County, Ohio Records, being witnessed by an existing iron pin and cap, which is 1.23 feet north and 0.85 feet west; thence leaving the westerly line of said Ritchey Acres, Section 3, along the northerly line of said Turning Leaf, Section 5, South  $74^{\circ}53'21''$  West, 404.90 feet to the place of beginning.

Thus containing 19.3680 acres of land being all that remains of the 20.370 acres conveyed to Sharon Ricketts described in D.N. 2015-038146 and being subject to the right of way of Cochran Road (t-155) and all easements and restrictions of record. (3.0463 acres, plus or minus being in V.M.S. #1546 and 16.3217 acres plus or minus being in V.M.S. #1547)

Bearings used in this legal description are relative to Survey Record 117, Page 87 of the Warren County, Ohio Records.

The above described real estate is part of the same premises as described in Document Number 2015-038146 of the Warren County, Ohio Records. Being the result of a survey and plat dated 08/12/19 made by Stephen L. Cahill, PLS of Abercrombie & Associates, Inc, Ohio Registered Surveyor #7862. The survey of which is filed in Volume 152, Plat No. 16 of the Warren County Engineer's Record of Land Surveys.

Auditor's Parcel Number: 17-36-100-025 19.3680 ac (3.0463 ac in VMS 1546 and 16.3217 ac in VMS 1547)

APPROVED  
WARREN CO. MAP DEPT.

By new survey

May 11, 2021  
By SC

**Exhibit “B” – City’s Fee Schedule**

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Administrator	\$95/hour
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Public Works Employees	\$55/hour
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## Exhibit "C" – Professional Consultant's Fee Schedule

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[attach hereto]

# 2021 Standard Hourly Rate Schedule

## PROFESSIONAL SERVICE

## HOURLY RATE

**Professional Engineer**

**\$145**

**Professional Surveyor**

**\$130**

**Landscape Architect**

**\$115**

**Designer**

**\$95**

**Field Surveyor**

**\$100**

**Administrative**

**\$70**

**Resident Project Representative**

**\$80**

All reimbursables such as reproduction, transportation, and project-related expenses will be charged at their cost.

Hourly rates may vary from this Standard Hourly Rate Schedule depending on project complexity, professional liability, or other agreements. Work that is required out of our normal working hours requiring overtime compensation may be subject to higher rates.

This Standard Hourly Rate Schedule is reviewed and adjusted at the beginning of each calendar year.

**Exhibit "D" – Cost Estimates Sheets**

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[attach hereto]

**AUBURN GROVE VILLAGE PERFORMANCE BOND QUANTITIES**  
**VILLAGE OF SOUTH LEBANON**

September 22, 2021

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT PRICE	TOTAL
253	2% PAVEMENT REPAIR	S.Y.	115	\$100.00	\$11,500.00
407	TACK COAT, 0.09 GAL/S.Y.	GAL.	500	\$4.00	\$2,000.00
441	1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22	C.Y.	235	\$190.00	\$44,650.00
608	4" CONCRETE WALK	S F	240	\$9.00	\$2,160.00
609	CURB AND GUTTER REMOVED AND REPLACED	FT.	100	\$35.00	\$3,500.00
<b>TOTAL</b>					<b>\$63,810.00</b>



We make no warranty, express or implied, that the actual construction cost of the work associated with these estimated quantities and costs will not vary. The cost reflects our opinion of current probable construction cost.

Nicholas J. Selhorst, P.E.

Date