

CITY OF SOUTH LEBANON, OHIO  
RESOLUTION NO. 2023-50

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND DIRECTOR  
OF FINANCE TO EXECUTE A DEVELOPMENT AGREEMENT FOR  
HIGHMEADOW SECTION TWO SUBDIVISION WITH THE DREES COMPANY,  
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, the Drees Company, is the developer of the Highmeadow Section Two 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 Director of Finance to execute the Development Agreement relating to Highmeadow Section Two Subdivision with the Drees Company, 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.

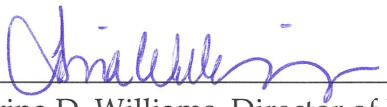
**Section 3.** That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.


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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 December, 2023.


Attest:   
Petrina D. Williams, Director of Finance/Clerk

  
James D. Smith, Mayor

Rules Suspended: <u>12/21/2023</u> (if applicable)	Effective Date - <u>12/21/2023</u>
Vote - <u>6</u> Yeas ___ Nays	
First Reading - / /2023	Effective Date - / /2023
Second Reading - / /2023	
Vote - ___ Yeas ___ Nays	

Prepared by and approved as to form:

ANDREW P. MEIER  
LAW DIRECTOR  
CITY OF SOUTH LEBANON, OHIO

By:   
Date: 12/21/2023

## 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 the Drees Company, whose mailing address is 211 Grandview Drive, Suite 100, Fort Mitchell, KY 41017, (the "Developer"), and Liberty Mutual Insurance Company, whose mailing address is 175 Berkeley Street, Boston, MA 02116 ("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 Highmeadow Section Two ("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 # 17-36-200-036 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 for a period of two (2) years from the date of formal acceptance of the improvements by the City, 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 \$87,125.00 which amount is equal to one hundred percent (100%) of the estimated cost of the Public Improvements yet to be completed as of December 12, 2023, 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 Highmeadow Section One 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 City Administrator to the Issuer of the Letter of Credit that the Developer is in default of the installation of improvements within the Highmeadow Section Two 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 Director of Finance 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 Director of Finance, 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 Maintenance 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 December 22, 2023 (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.

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DEVELOPER:

IN EXECUTION WHEREOF, THE DREES COMPANY referred to as the Developer herein, has caused this Agreement to be executed by Jeff Hebeler, whose title is Asst. Sec./ Land, on the date stated below, pursuant to a Resolution or Consent Action, a copy of which is attached hereto.

DEVELOPER

SIGNATURE: 

NAME: JEFF HEBELER

TITLE: Asst. SEC / LAND

DATE: 12/19/23

STATE OF Kentucky, COUNTY OF Kenton, ss.

BE IT REMEMBERED, that on the 19th day of December, 2023, 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 Jeff Hebeler, whose title is Asst. Sec/Land, of Drees Homes 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 Asst. Sec./Land, in accordance with a Resolution or Consent Action authorizing such act as its representative.

[seal]



NOTARY PUBLIC: Adrienne Hedges  
MY COMMISSION EXPIRES: 5/19/2026

**SURETY (if applicable)**

**IN EXECUTION WHEREOF**, the Liberty Mutual Insurance Company, referred to as the Surety herein, has caused this Agreement to be executed by Olivia Spada, 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: \_\_\_\_\_

NAME: Olivia Spada

TITLE: Attorney-in-Fact

DATE: 12/18/23

STATE OF Connecticut, COUNTY OF Hartford, ss.

**BE IT REMEMBERED**, that on the 18th day of December, 2023, 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 Olivia Spada, whose title is Attorney-in-Fact, of Liberty Mutual 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.

[seal]



NOTARY PUBLIC: Angela O'Hara  
MY COMMISSION EXPIRES: November 30, 2027

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8204866

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Olivia Spada

all of the city of Hartford, state of Connecticut each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

#### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

#### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of December, 2023



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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 2023- 50, dated 12/11/23.

SIGNATURE: James D. Smith

SIGNATURE: Tina Williams

NAME: James D. Smith

NAME: Tina Williams

TITLE: Mayor

TITLE: Director of Finance

DATE: 12/11/23

DATE: 12/11/23

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 21<sup>st</sup> day of December, 2023, 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, Director of Finance, 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.



Amy Butler  
Notary Public, State of Ohio  
My Commission expires  
July 18, 2026

NOTARY PUBLIC: [Signature]

MY COMMISSION EXPIRES: 07-18-2026

APPROVED AS TO FORM:  
ANDREW P. MEIER  
LAW DIRECTOR  
CITY OF SOUTH LEBANON, OHIO

By: [Signature]  
Law Director 12/21/2023



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

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[insert or attach hereto]



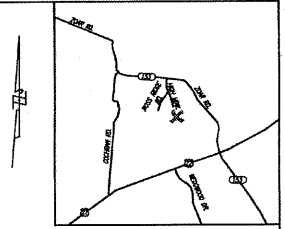
# HIGHMEADOW SUBDIVISION, SECTION 2

## MILITARY SURVEY #1546

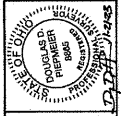
### CITY OF SOUTH LEBANON, HAMILTON TOWNSHIP

## WARREN COUNTY, OHIO

# NOVEMBER 2023



VICINITY MAP



HIGHMEADOW SUBDIVISION  
SECTION 2

6-23-23  
G.R.  
D.P.  
N/A

RECORD PLAT  
HIGHMEADOW SUBDIVISION, SECTION 2  
MILITARY SURVEY #1546  
CITY OF SOUTH LEBANON, HAMILTON TOWNSHIP  
WARREN COUNTY, OHIO

20-0059-2

Abercrombie & Associates, Inc.  
Civil Engineering & Surveying  
9111 Centerville Road, Suite 200  
Cincinnati, Ohio 45247  
www.aberacrombieandassociates.com

**DEED REFERENCES:**

SITuated in MILITARY SURVEY #1546, CITY OF SOUTH LEBANON, WARREN COUNTY, OHIO CONTAINING 10,975.4 ACRES BEING PART OF THE 14.58 ACRES OF LAND CONVEYED TO THE DREES COMPANY AND DESCRIBED IN DEED RECORDED IN DOCUMENT NUMBER 2023-014815 OF THE WARREN COUNTY, OHIO RECORDS & CONTAINING 0.2183 ACRES, BEING PART OF THE 4.848 ACRES OF LAND CONVEYED TO THE DREES COMPANY AND DESCRIBED IN DEED RECORDED IN DOCUMENT NUMBER 2022-009033 OF THE WARREN COUNTY, OHIO RECORDS.

**OWNER'S CONSENT AND DETACHMENT:**

"WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THIS SAID PLAT AND DO DEDICATE THE STREETS, PARKS OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER."

"ANY PUBLIC UTILITIES EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES. THESE EASEMENTS AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REPAIR OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, STORMWATER DISPOSAL AND FOR THE EXPRESS PURPOSE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENTS, OR IMMEDIATELY ADJACENT THERETO, TO THE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING ACCESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER, AND BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF OTHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD."

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY PROVIDERS INCLUDING, BUT NOT LIMITED TO:

- DUKE ENERGY OHIO
- AMEREN
- CITY OF SOUTH LEBANON ENGINEERS
- CITY OF SOUTH LEBANON WATER & SEWER
- WELFARE/DELTA CLUB

WE ALSO HEREBY GRANT TO DUKE ENERGY OHIO, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS THE RIGHT TO LAKEFRONT EASEMENT, REPAIR AND MAINTAIN UTILITY GAS SERVICES TO SERVE PORTION LOTS AS CONTROLLED BY THE ORIGINAL BLENDED ALONGING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OF REVISIONS IS PERMISSIBLE ONLY WITH WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREABLE LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL EXCEED EXISTING BUILDING OR ADJOINING LOTS.

**GENERAL NOTES:**

1. LINES OF OCCUPATION, WHERE EXISTING, AGREE IN GENERAL WITH PROPERTY LINES.
2. PERMANENT DOCUMENTS USED IN BOUNDARY RESOLUTION ARE SHOWN ON THIS PLAT.
3. 3/4" DIA. 2" X 20" IRON PINS WITH CAPS ARE TO BE PLACED AT ALL LOT CORNERS UPON COMPLETION OF CONSTRUCTION. ALL MONUMENTS FOUND OR SET ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED.
4. EASEMENTS SHOWN ARE INTENDED TO FOLLOW ALONG AND BE CENTERED UPON DRAINAGE SWAYS EXCEPT THOSE ALONG COMMON PROPERTY LINES ARE CENTERED ALONG SAID PROPERTY LINES.
5. STORM SEWERS ARE PUBLIC AND LOCATED WITHIN PUBLIC UTILITIES EASEMENTS UNLESS OTHERWISE NOTED.
6. PUBLIC UTILITIES AS SHOWN ON COMMON PROPERTY LINES ARE CENTERED ON SAID PROPERTY LINE.
7. IRREGULAR EASEMENTS AS SHOWN HEREON ARE DEFINED GEOMETRICALLY. THESE EASEMENTS DO NOT FOLLOW A LOT OR RIGHT OF WAY LINE.

**HOME OWNER'S ASSOCIATION NOTE:**

THE DECLARATION FOR HIGHMEADOW SUBDIVISION IS RECORDED IN DOCUMENT NUMBER \_\_\_\_\_ OF THE WARREN COUNTY RECORDS. SAID DECLARATION MAY BE AMENDED IN THE FUTURE. ANY AMENDMENTS ARE PLACED ON RECORD IN THE OFFICE OF THE WARREN COUNTY RECORDER.

THE HOME OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT OF WAY OR PUBLIC EASEMENTS INCLUDING SEWERS, STRUCTURES, DETENTION/RETENTION BASINS, AND STORM MAINS.

**PUBLIC SANITARY SEWER EASEMENT:**

ANY PUBLIC SANITARY SEWER EASEMENT AS SHOWN ON THIS PLAT IS FOR THE BENEFIT OF THE CITY OF SOUTH LEBANON. THE EASEMENT GRANTS THE CITY OF SOUTH LEBANON, ITS EMPLOYEES OR AGENTS, THE RIGHT TO ACCESS, SURVEY, CONSTRUCT, USE, OPERATE, REPAIR, MAINTAIN, REPLACE, AND REMOVE SANITARY SEWERS, FORCE MAINS, PUMP STATIONS, AND ALL NECESSARY RELATED ABOVE AND BELOW GROUND APPURTENANCES AND FOR THE EXPRESS PURPOSES OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS AND FOR PROVIDING ACCESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER, AND BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF OTHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE AMOUNT OF COVER OVER THE UTILITY LINES; (3) IMPAIR ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

WITNESSED the DREES COMPANY  
 \_\_\_\_\_  
 ASSISTANT SECRETARY/CHIEF FINANCIAL OFFICER

WITNESSED  
 \_\_\_\_\_  
 CITY ENGINEER

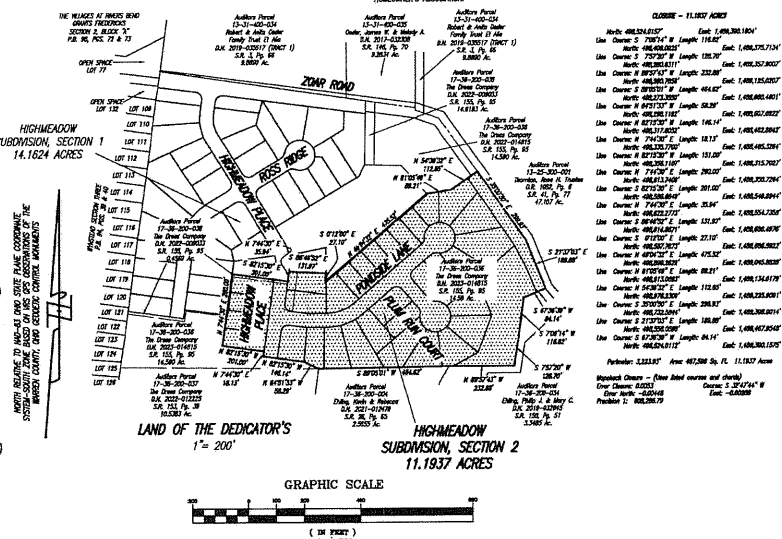
WITNESSED  
 \_\_\_\_\_  
 ASSISTANT SECRETARY/CHIEF FINANCIAL OFFICER

MAYOR STATEMENT:  
 STATE OF KY ss  
 BE IT REMEMBERED THAT ON THIS \_\_\_\_\_ DAY OF December, A.D. 2023  
 BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE OF KY, PERSONALLY  
 APPEARED JEFF HEBELER (ASSISTANT SECRETARY/CHIEF FINANCIAL OFFICER) OF THE DREES COMPANY WHO REPRESENTED THAT THEY ARE FULLY AUTHORIZED TO SIGN ON BEHALF OF SAID CORPORATION AND WHO REPRESENTED THAT THEY DO SO ON THE FOREGOING INSTRUMENT AND THAT THE SAME IS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES IN SAID INSTRUMENT MENTIONED ON BEHALF OF SAID CORPORATION. IN TESTIMONY WHEREOF, I HEREBY SET MY HAND AND AFFIX MY NOTORIAL SEAL ON THIS DAY AND DATE FORESAID.

**TOTAL AREA SUMMARY**  
 AREA IN LOTS = 9.1231 ACRES  
 AREA IN R/W = 2.0706 ACRES  
 TOTAL AREA = 11.1937 ACRES

**PARCEL SUMMARY**  
 D.N. 2023-014815  
 AUD. PARCEL 17-36-200-036  
 10.9754 ACRES (PART OF PARCEL)  
 0.4554 ACRES (R/W HIGHMEADOW PLACE)  
 0.4554 ACRES (R/W ZOAR ROAD)  
 1.3003 ACRES (OPEN SPACE "D")  
 7.6181 ACRES (LOTS)

**PARCEL SUMMARY**  
 D.N. 2022-009033  
 AUD. PARCEL 17-36-200-038  
 0.2183 ACRES (PART OF PARCEL)  
 0.0136 ACRES (R/W HIGHMEADOW PLACE)  
 0.2047 ACRES (LOTS)



**CITY OF SOUTH LEBANON PLANNING COMMISSION:**  
 THIS PLAT WAS APPROVED BY THE CITY OF SOUTH LEBANON PLANNING COMMISSION ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 CHAIRMAN

**CITY OF SOUTH LEBANON:**  
 I HEREBY CERTIFY THAT ON THE \_\_\_\_\_ DAY \_\_\_\_\_, 20\_\_\_\_, THIS PLAT WAS APPROVED AND ADOPTED BY RESOLUTION NO. \_\_\_\_\_ ADOPTED BY THE COUNCIL OF THE CITY OF SOUTH LEBANON, OHIO.

JAMES D. SMITH, MAYOR  
 \_\_\_\_\_  
 ATTEST: TIM WILLIAMS, FISCAL OFFICER

**COUNTY AUDITOR:**  
 TRANSFERRED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M.

**COUNTY CLERK:**  
 DEPUTY

PRINTED NAME:

**COUNTY RECORDS:**  
 FILE NO. \_\_\_\_\_  
 RECORDED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M.

RECORDED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M.

RECORDED IN PLAT BOOK NO. \_\_\_\_\_ PAGE NO. \_\_\_\_\_

**COUNTY RECORDER:**  
 DEPUTY

PRINTED NAME:

**CERTIFICATE OF SURVEY:**  
 I HEREBY CERTIFY THAT THIS MAP IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION, IN NOVEMBER 2023, AND THAT ALL MONUMENTS AND LOT CORNER PINS ARE (OR WILL BE) SET AS SHOWN.

\_\_\_\_\_  
 DUSTIN R. PREEMER  
 REGISTERED SURVEYOR #885

**OWNER/DEVELOPER:**  
 THE DREES COMPANY  
 211 GRANDVIEW DRIVE  
 FORT MITCHELL, KENTUCKY 41017  
 (859) 578-6565

**MORTGAGE ACCEPTANCE STATEMENT:**  
 I, \_\_\_\_\_, OF THE DREES COMPANY  
 BY: N/A  
 HAVE:  
 TITLE:  
 IN TESTIMONY WHEREOF, I HEREBY SET MY HAND AND AFFIX MY NOTORIAL SEAL ON THIS DAY AND DATE FORESAID.

NOTARY PUBLIC, STATE OF \_\_\_\_\_  
 MY COMMISSION EXPIRES \_\_\_\_\_

WITNESSED  
 \_\_\_\_\_  
 NOTARY PUBLIC, STATE OF \_\_\_\_\_

WITNESSED  
 \_\_\_\_\_  
 MY COMMISSION EXPIRES \_\_\_\_\_

WITNESSED  
 \_\_\_\_\_  
 IN WARREN COUNTY, OHIO.

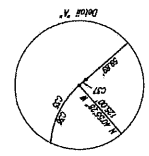
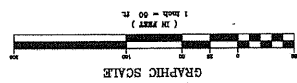
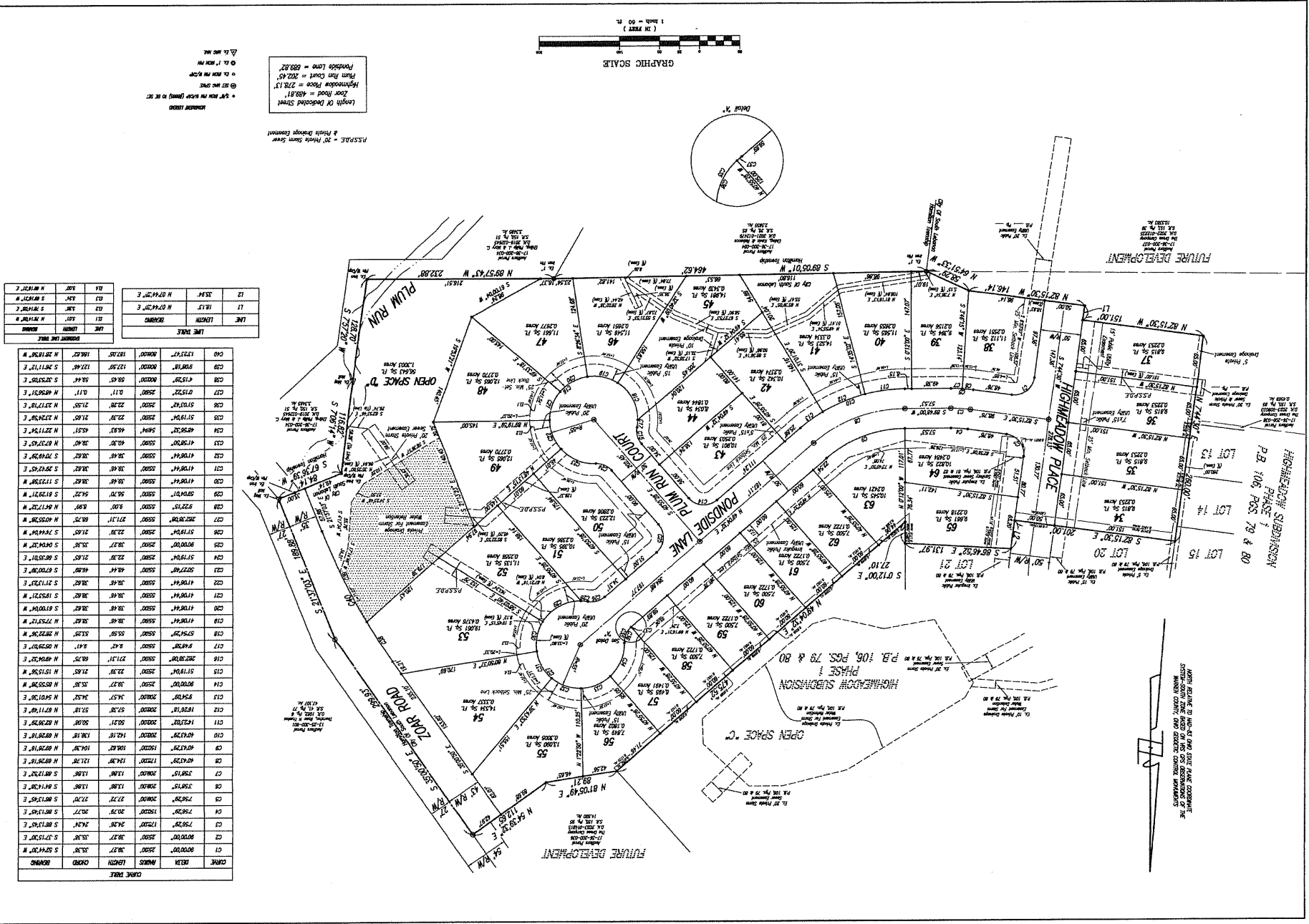
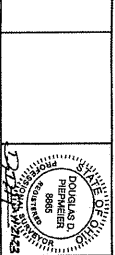
WITNESSED  
 \_\_\_\_\_  
 IN WARREN COUNTY, OHIO.



**RECORD PLAT**  
**HIGHMEADOW SUBDIVISION SECTION 2**  
 MULTIPLE SURVEY #156  
 CITY OF SOUTH LEBAKON, HAMILTON TOWNSHIP  
 WARREN COUNTY, OHIO

DATE: 6-23-23  
 DRAWN BY: G.R.  
 CHECKED BY: D.P.  
 SCALE: 1" = 50'

**HIGHMEADOW SUBDIVISION SECTION 2**



ASSALE - 20' Private Street Easement  
 Length Of Dedicated Street  
 Loop Road = 408.81'  
 Highmeadow Phase = 278.15'  
 Plum Run Court = 202.45'  
 Floodable Lane = 889.82'

LENGTH OF DEDICATED STREET  
 Loop Road = 408.81'  
 Highmeadow Phase = 278.15'  
 Plum Run Court = 202.45'  
 Floodable Lane = 889.82'

LINE	LENGTH	BEARING
L1	18.13	N 87°44'30" E
L2	33.54	N 87°44'30" E
L3	3.85	S 87°44'30" E
L4	1.81	N 87°44'30" E
L5	1.81	N 87°44'30" E
L6	1.81	N 87°44'30" E

CHAIN	BEIN	NORTHS	EASTING	CHORD	BEARING
C1	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C2	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C3	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C4	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C5	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C6	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C7	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C8	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C9	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C10	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C11	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C12	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C13	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C14	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C15	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C16	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C17	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C18	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C19	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C20	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C21	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C22	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C23	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C24	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C25	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C26	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C27	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C28	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C29	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C30	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C31	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C32	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C33	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C34	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C35	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C36	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C37	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C38	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C39	80.0000'	25.38	20.87	32.78	S 57°15'00" W
C40	80.0000'	25.38	20.87	32.78	S 57°15'00" W

NOTICE: THIS PLAT IS A PRELIMINARY PLAT AND IS NOT TO BE USED FOR CONVEYANCE OF THE SUBDIVISION UNLESS IT IS FIRST APPROVED BY THE LOCAL GOVERNMENT AND THE STATE ENGINEER.

## Exhibit "B" – City's Fee Schedule

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Administrator                      \$95/hour

Public Works Employees            \$55/hour

**Exhibit "C" – Professional Consultant's Fee Schedule**

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[attach hereto]

# 2023 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$160
Professional Surveyor	\$145
Landscape Architect	\$120
Designer	\$105
Field Surveyor	\$115
Administrative	\$75
Resident Project Representative	\$90

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]

**HIGHMEADOW SECTION 2 PERFORMANCE BOND QUANTITIES  
CITY OF SOUTH LEBANON**

December 12, 2023

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	APPROX. QTY.	UNIT PRICE	TOTAL
253	2% PAVEMENT REPAIR	S.Y.	95	\$190.00	\$18,050.00
407	TACK COAT, 0.09 GAL/S.Y.	GAL.	375	\$9.00	\$3,375.00
441	1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22	C.Y.	180	\$310.00	\$55,800.00
608	4" CONCRETE WALK	S.F.	200	\$18.00	\$3,600.00
609	CURB AND GUTTER REMOVED AND REPLACED	FT	90	\$70.00	\$6,300.00
<b>TOTAL</b>					<b>\$87,125.00</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.

Troy Niese, P.E.

Date