

**CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2026-19**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND DIRECTOR OF
FINANCE TO EXECUTE A DEVELOPMENT AGREEMENT FOR THE RESERVES
AT GRANDIN POND SUBDIVISION WITH GRANDIN ROAD DEVELOPMENT, 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, Grandin Road Development, LLC is the developer of the Reserves at Grandin Pond Subdivision in the City, and has executed the required Development Agreement; and,

WHEREAS, the South Lebanon Planning Commission met on June 24, 2025, and conditionally approved the final plat for the Reserve at Grandin Pond Subdivision; and,

WHEREAS, City Council approved the Record Plat for the Reserve at Grandin Pond Subdivision on May 21, 2026 with the passing of Resolution 2026-15; 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 the Reserves at Grandin Pond Subdivision with Grandin Road Development, 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.

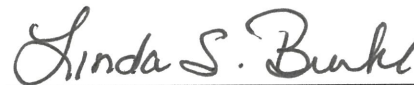
Section 3. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 4. That it is found and determined that all formal actions of the Council concerning and relating to passing 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.

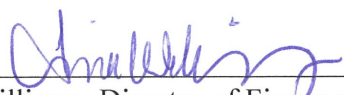
Resolution 2026-19

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Adopted this 2nd day of July, 2026.



Linda S. Burke, Mayor

Attest: 

Petrina D. Williams, Director of Finance /Clerk

Rules Suspended: 7/2/26 (if applicable)

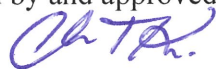
First Reading: -

Second Reading: -

Vote: 5 Yeas
- Nays

Effective Date: 7/2/26

Prepared by and approved as to form:



Chase T. Kirby

Law Director

City of South Lebanon, Ohio

DEVELOPMENT AGREEMENT

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 Grandin Road Development, LLC, whose mailing address is 7861 E. Kemper Road, Cincinnati, OH 45249, (the "Developer"), and USI Insurance Services, LLC, whose mailing address is P.O. Box 62880, Virginia Beach, VA 23466 ("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 The Reserves at Grandin Pond ("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 #'s 16-05-100-021, 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 \$_____ which amount is equal to one hundred percent (100%) of the estimated cost of the Public Improvements yet to be completed as of May 1st, 2026, 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 The Reserves at Grandin Pond Subdivision being developed by the Developer. This reference must be specific and identify the Subdivision and the 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 Reserves at Grandin Pond 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 Director of Finance 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 Director of Finance 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 Director of Finance. 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 Director of Finance, 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 1, 2024 (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, GRANDIN ROAD DEVELOPMENT, LLC referred to as the Developer herein, has caused this Agreement to be executed by JULIE ZICKA, whose title is AUTHORIZED AGENT, on the date stated below, pursuant to a Resolution or Consent Action, a copy of which is attached hereto.

DEVELOPER

SIGNATURE: [Signature]

NAME: JULIE ZICKA

TITLE: Authorized Agent

DATE: 6/25/2016

STATE OF OHIO, COUNTY OF Hamilton, ss.

BE IT REMEMBERED, that on the 25th day of JUNE, 2026, 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 JULIE ZICKA, whose title is Authorized Agent, of Grandin Road Development, 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 Grandin Road Development, LLC, in accordance with a Resolution or Consent Action authorizing such act as its representative.



Edwin Farruggia
Notary Public, State of Ohio
My Commission Expires:
January 12, 2031

NOTARY PUBLIC: [Signature]

MY COMMISSION EXPIRES: January 12th, 2031

SURETY (if applicable)

IN EXECUTION WHEREOF, USI INSURANCE SERVICES, LLC, referred to as the Surety herein, has caused this Agreement to be executed by Dustin Stevens 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: Westchester Fire Insurance Co.

SIGNATURE: [Signature]

NAME: DUSTIN STEVENS

TITLE: Attorney in Fact

DATE: 10/25/26

STATE OF Ohio, COUNTY OF Clermont, ss.

BE IT REMEMBERED, that on the 25th day of June, 2026, 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 DUSTIN STEVENS whose title is Attorney in Fact of Cincinnati, OH, 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 Westchester Fire Insurance Co. in accordance with a Power of Attorney authorizing such act as its representative.

[seal]

NOTARY PUBLIC: Payge Tailor Lacey
MY COMMISSION EXPIRES: May 22, 2030

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Payge Tailor Lacey
Notary Public, State of Ohio
My Commission Expires
05-27-2030
Commission # 2025-RE-890889

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 Director of Finance, on the date stated below, pursuant to Resolution Number 2026-_____, dated _____.

SIGNATURE: _____

SIGNATURE: _____

NAME: _____

NAME: _____

TITLE: Mayor

TITLE: Director of Finance

DATE: _____

DATE: _____

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the _____ day of _____, 2026, 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 _____, Mayor, and _____, 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.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

[seal]

APPROVED AS TO FORM:

ANDREW P. MEIER

LAW DIRECTOR

CITY OF SOUTH LEBANON, OHIO

By: _____

Law Director

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

[insert or attach hereto]

DESCRIPTION FOR: **IRWIN FAMILY TRUST**

LOCATION: **GRANDIN ROAD**
HAMILTON TOWNSHIP
28.5174 Acres

Situate in Military Survey No. 1547 and Military Survey No. 1548, Hamilton Township, South Lebanon, Warren County, Ohio and being all that remains of a 65.6780 acre tract as conveyed to Grandin Road Development, LLC by deed recorded in Deed Doc. No 2024-014360, Warren County, Ohio Recorder's Office, and being more particularly described as follows:

BEGINNING at a found iron pin in the northeast corner of Arbors at Grandin Pond Phase 2 as recorded in Plat Book 111, Pages 49-50, Warren County, Ohio Recorder's Office, and the west line of lands as conveyed to Arbors East Development, LLC as recorded by Deed Doc 2025-024958, Warren County, Ohio Recorder's Office;

Thence with the north line of said Arbors at Grandin Pond Phase 2, along the following two (2) courses and distances:

- 1) North 86°29'04" West, 212.83 feet to a found iron pin;
- 2) South 66°57'17" West, 67.08 feet to a found iron pin;

Thence continuing with the north line of said Arbors at Grandin Pond Phase 2 in part and the north line of Arbor at Grandin Pond Phase 1 as recorded in Plat Book 110, Pages 26-28, Warren County, Ohio Recorder's Office, North 86°28'53" West, 540.00 feet to found iron pin;

Thence continuing with the north line of said Arbors at Grandin Pond Phase 1, along the following two (2) courses and distances:

- 1 North 72°26'43" West, 123.69 feet to a found iron pin;
- 2) North 86°28'53" West, 290.83 feet to a found iron pin with east line of a 6.7981 Acre conveyed to Hamilton Township Warren County Ohio Board of Township Trustees by deed recorded in O.R. Volume 5380, Page 342, Warren County, Ohio Recorder's Office and the corporation line for Hamilton Township and The City of South Lebanon;

Thence with east line of said 6.7981 Acre, said corporation lines and in part a 5.59 Acre tract as conveyed to The Cincinnati Gas and Electric Company as conveyed in Deed Book 235, Page 87, Warren County, Ohio Recorder's Office, North 03°34'41" East, 999.11 feet to a found pin in the south right of way line of Grandin Road (R/W Varies);

Thence with the south right of way line of said Grandin Road and said corporation line for the following two (2) courses and distances:

- 1) South 86°30'22" East, 147.70 feet to a found mag nail;
- 2) South 85°48'01" East, 93.46 feet to a found mag nail;

Thence leaving said south right of way line and said corporation lines, North 03°33'33" East, 40.00 feet to a found mag nail in the centerline of Grandin Road;

Thence with the centerline of aforesaid Grandin Road, South 85°48'01" East. 125.00 feet to a mag nail found in said corporation line;

Thence leaving said centerline and with said corporation line, South 35°04'44" West, 46.61 feet to a found mag nail in the south right of way line of said Grandin Road;

Thence with south right of way line of said Grandin Road and said corporation line along the following three (3) courses and distances:

- 1) South 85°48'01" East, 44.00 feet to found mag nail;
- 2) South 86°02'39" East, 115.20 feet to found mag nail;
- 3) South 85°56'23" East, 726.46 feet to a found iron pin in the west line of a 31.6505 acre tract as conveyed to Truckbase, Inc. by deed recorded in Deed Doc. No. 2023-002451, Warren County, Ohio Recorder's Office and said corporation lines;

Thence with the west line of said 31.6505 acre tract and said corporation line, South 03°48'06" West, 988.60 feet to the POINT of BEGINNING.

Containing 28.5147 acres of land of which 12.8205 acres lie within Military Survey No. 1547 and 15.6942 acres lie within Military Survey No. 1548.

Subject to all legal highways, easements and restrictions of record.

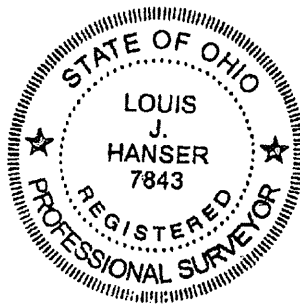
The above description is the result of a survey prepared by McGill Smith Punshon, Inc. under the direction of Louis J. Hanser, P.S., Ohio Registration No. 7843, dated June 17, 2024, the survey of which is filed in Volume 160, Page 69, Warren County Engineer's Record of Land Surveys. The bearings in the above description are based on The Ohio State Plane Coordinate System, South Zone, NAD83 (Ground).

Prepared by: McGill Smith Punshon, Inc.

Date: June 17, 2024

MSP No.: 18664.02

18664.03 CLI LEG 28.5147 ac

A handwritten signature in black ink, appearing to read "L. J. Hanser".

6/01/26

Exhibit "B" – City's Fee Schedule

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

[attach hereto]

Exhibit "D" – Cost Estimates Sheets

[attach hereto]

**THE ARBORS AT GRANDIN POND PHASE 3 PERFORMANCE BOND QUANTITIES
CITY OF SOUTH LEBANON**

May 5, 2026

ITEM		UNIT OF	APPROX.	UNIT	
NO.	DESCRIPTION	MEASURE	QTY.	PRICE	TOTAL
253	2% PAVEMENT REPAIR	S.Y.	150	\$120.00	\$18,000.00
407	TACK COAT, 0.09 GAL/S.Y.	GAL.	675	\$9.00	\$6,075.00
441	1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22	C.Y.	315	\$275.00	\$86,625.00
609	CURB AND GUTTER REMOVED AND REPLACED	FT.	230	\$70.00	\$16,100.00
TOTAL					\$126,800.00



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 A. Niese, P.E.

Date



ANNUAL CONTRACT BOND

Bond No.: K42273181

KNOW ALL MEN BY THESE PRESENTS, That we, Grandin Road Development, LLC as Principal, and the WESTCHESTER FIRE INSURANCE COMPANY, as Surety, are held and firmly bound unto City of South Lebanon as Obligee, in the penal sum of One Hundred Twenty Six Thousand Eight Hundred Dollars and 00/100 and 00/100 Dollars (\$ 126,800.00), for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has entered into a certain written contract with the Obligee, dated _____ for \$126,800 Sub Performance / The Arbors at Grandin Pond Phase 3/ Improvements / City of South Lebanon, OH in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof as if fully set forth herein.

PROVIDED, HOWEVER, by acceptance of this bond, Obligee acknowledges and agrees that this bond only covers a term beginning May 28, 2026 and ending May 28, 2027 regardless of the number of years the aforesaid contract shall cover or be in force, and not withstanding anything in the aforesaid contract to the contrary. Such term any be continued from year to year by the issuance of a continuation certificate executed by the Surety. If such term is so continued, the liability of the Surety for each successive term shall not be cumulative, but rather, the liability of the Surety shall be limited to the penal amount of this bond for the entire period of time which such bond may be in effect pursuant to such continuation certificates. Failure to renew said bond shall not constitute a default under the contract. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment falls due.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular, the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed at the time and in the manner in said contract specified, and shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal then this obligation shall be void; otherwise, it shall remain in full force and effect.

SEALED with our seals and dated this 28th day of May, 2026.

Grandin Road Development, LLC

Principal

BY: _____

WESTCHESTER FIRE INSURANCE COMPANY

Surety

BY: _____

Dustin Stevens

, Attorney-In-Fact



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

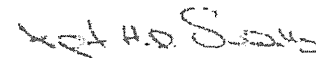
Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Dustin Stevens**

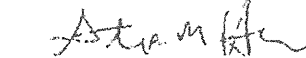
Surety Bond No. K42273181

Obligee: City of South Lebanon

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 25th day of June, 2025.


Rupert HD Swindells, Assistant Secretary


Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 25th day of June, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Stephen M. Haney, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Stacy J. Loftin
NOTARY PUBLIC OF NEW JERSEY
NO. 50173208
COMMISSION EXPIRES OCT 15, 2026


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognitions, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

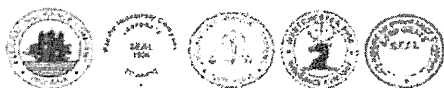
- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

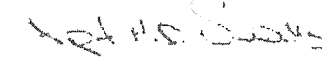
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **May 28, 2026**.




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3465 Fax (908) 903-3656 e-mail: surety@chubb.com