

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2017-22

A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL OFFICER TO EXECUTE A DEVELOPMENT AGREEMENT FOR WOODKNOLL SECTION 4 SUBDIVISION WITH SHEPHERDS CROSSING DEVELOPMENT LLC, AND DECLARING AN EMERGENCY

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

WHEREAS, Shepherds Crossing Development, LLC. is the developer of Woodknoll Section 4 Subdivision in the Village, and has executed the required Development Agreement; and,

WHEREAS, immediate action is required to adequately protect the Village 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 Village.

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

Section 1. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Development Agreement relating to Woodknoll Section 4 Subdivision with Shepherds Crossing Development LLC, a copy of which is attached hereto.

Section 2. That the Council is acting in its administrative capacity in adopting this Resolution.

Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 4. 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 5. 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 20th day of April, 2017.

Attest: Nicole Armstrong
Nicole Armstrong, Fiscal Officer

James D. Smith
James D. Smith, Mayor

Rules Suspended: <u>4-20</u> 2017 (if applicable)	Effective Date <u>4-20</u> 2017
Vote - <u>5</u> Yeas ___ Nays	
First Reading - ___ / ___ / 2017	Effective Date - ___ / ___ / 2017
Second Reading - ___ / ___ / 2017	
Third Reading - ___ / ___ / 2017	
Vote - ___ Yeas ___ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: [Signature]
Date: 4-20 / 2017

CERTIFICATE OF POSTING
I, Nicole Armstrong, Fiscal Officer of the Village of South Lebanon, Ohio do hereby certify I posted, in _____, an accurate copy of this ordinance or resolution, summary of ordinance or resolution, or statement, order, proclamation, notice or report, at five public places within the Village as authorized by Section 731.25 of the Ohio Revised Code, and Ordinance 98-08 of Village of South Lebanon, Ohio.

4/24/17
Date
Nicole Armstrong
Nicole Armstrong
Fiscal Officer
Village 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 Village of South Lebanon, an Ohio Municipal Corporation, 99 S. High Street, South Lebanon, OH 45065 (the "Village"), and Shepherds Crossing Development, LLC, whose mailing address is 7861 East Kemper Road, Cincinnati, OH 45249, (the "Developer"), and (if applicable) West Chester Fire Insurance Company, whose mailing address is 525 W. Monroe Street, Suite 700 Chicago, IL 60661 ("the Surety"), is in accordance with the Village'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 Village Administrator for the completion of the public and other improvements associated with the residential development known as Woodknoll Section 4 Subdivision" ("the Subdivision").

WITNESSETH:

WHEREAS, the Developer proposes to develop the Subdivision which shall be situated on real property within the Village of South Lebanon, County of Warren, State of Ohio, located along Mary Lane Extension and Sunset Drive, identified as Parcel # 13-323-351-020, 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 Village'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 Village's Ordinance, Resolutions, Subdivision Regulations, and all other applicable federal, state and local laws; and,

WHEREAS, the Developer has acknowledged receipt of the Village'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 Village 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 Village); g) any required detention/retention areas; h) street lighting; i) traffic control devices; and,

WHEREAS, the Village 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 Village, 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 Village's Ordinances, Resolutions and Subdivision Regulations. The Village 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 Village will only consider this phased

acceptance if this action would be, in the sole opinion of the Village Council, in the Village's best interest.

4. The Developer, upon completion of construction shall submit to the Village 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 Village'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 Village. Prior to acceptance of the Public Improvements by the Village, 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 Village and in such a manner as no 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 Village's Administrator for the inspection of such construction and installation through the payment of review and inspection fees as established by the Village. The costs to the Village shall be based upon the Village Fee Schedule (attached as Exhibit B) for inspections if such inspections are performed by the Village's staff, otherwise, the cost to the Village 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 Village 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 Village a reasonable amount as determined by the Village Administrator to pay for these additional costs.
- 8.1 Developer agrees that said work as set forth in the Development Plan shall be performed, completed and done pursuant to inspection by the Village and other regulatory agencies as required, and in accordance with the approved Development Plan adopted by the Council of the Village, and under the supervision and direction of a qualified geotechnical engineer employed by

Developer, with the consent of the Village, 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 Village 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.

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

8.3 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 Village has inspected and approved in writing the public improvements. Provided, however, that after such inspection and approval it shall be the Developer's continuing responsibility to repair any public improvements where there is a failure of any public improvement as the result of faulty workmanship, change in conditions or any other circumstances or occurrence which is reasonably attributable to the work performed by or for which the Developer is responsible in the Development Agreement.

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

9.1 Performance Bond. Upon the formal approval of the Final Plat, the Developer shall post a Performance Bond pursuant to the Village'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 Village'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.

9.1.1 Irrevocable Letter of Credit. An Irrevocable Letter of Credit shall be obtained from a financial institution acceptable to the Village ("Issuer") and issued in favor of the Council of the Village of South Lebanon, Ohio

for the **Performance bond** in the sum of \$21,313.00 which amount is equal to one hundred percent (100%) of the estimated cost of the Public Improvements yet to be completed as of April 18, 2017, in accordance with the Development Plan and the corresponding schedule of values approved by the Village (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 Village Administrator or as may be required by law. The content of the Irrevocable Letter of Credit shall be satisfactory to the Village 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 Village Administrator, 99 S. 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 Village 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 Village Administrator, 99 S. 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 Village 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 Woodknoll Section 4 Subdivision being developed by the Developer. This reference must be specific and identify the Subdivision and section or phase thereof as may be applicable.

Payment pursuant to the Letter of Credit shall not be conditioned except upon notification by the Village Administrator to the Issuer of the Letter of Credit that the Developer is in default of the installation of improvements within the Woodknoll Section 4 Subdivision.

The condition of Default shall occur when the Village Council declares the Developer to be in default and the balance of the Performance Bond shall be payable immediately to the Village Council upon demand after the following have occurred: (i) the Village 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 Village Administrator; (ii) the Village 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 Village 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 Village Administrator within fourteen (14) days of the Default Notice, unless the Village 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 Village 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 Village Administrator upon the Issuer demanding payment of the balance of the Performance Bond to be delivered to the Village'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 Village Council shall cause the funds to be applied to the uncompleted or unapproved Improvements, based upon such conditions and time limitations as the Village may solely determine, as well as apply the funds to any costs incurred by the Village 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 Village 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 Village in the completion of the uncompleted or unapproved Improvements and Developer expressly agrees to be liable to the Village for any such deficiency.

In the event that Issuer shall fail to make the forfeited funds available to the Village's Fiscal Officer within seven (7) days after receipt of a Demand Notice, the Developer and Issuer shall be liable to Village 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 Village 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 Village.

Any such reduction shall be based on a schedule of values approved by the Village 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 Village.

9.1.2 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 Village'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 Village Fiscal Officer, and the Village Council declares the Developer to be in Default as provided in paragraph 9.1.1 above (the terms of which are incorporated herein), the Village Council may retain such funds after its Resolution declaring performance default and forfeiture has been mailed to the Developer.

9.1.3 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 Village's Fiscal Officer, and release of liability upon full payment.

- 9.2 Maintenance Bond. Upon completion of the final improvements as determined by the Village Administrator and engineer acting in the service of the Village and pursuant to the Subdivision Regulations, the Developer shall post a Performance Bond pursuant to the Village'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 Village in the case of all improvements within easements and public rights-of-way, and public water and sanitary sewer system.
10. Completion Dates. All work within the Project, as reflected in the approved Development Plan shall be commenced on or before April 18, 2017 (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 Village 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 Village in its reasonable discretion but only after a written application filed with the Village Planning Commission. Such extension, however, will be conditioned upon the Developer providing the Village with updated costs sheets for improvements not yet constructed, and the Village may request additional bonding in an acceptable form as provided in paragraph 9 above.
11. Indemnification. The Developer agrees to indemnify and hold the Village 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 Village 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 Village. In the event the Developer breaches its obligation in this paragraph 12, the Developer shall be liable

12. 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 Village 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

18. 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, Shepherds Crossing Development, LLC, referred to as the Developer herein, has caused this Agreement to be executed by Joseph Ferruggin, whose title is AGENT, on the date stated below, pursuant to a Resolution or Consent Action, a copy of which is attached hereto.

DEVELOPER

SIGNATURE: [Signature]

NAME: Joseph Ferruggin

TITLE: AGENT

DATE: 4/18/17

STATE OF Ohio, COUNTY OF HAMILTON, ss.

BE IT REMEMBERED, that on the 18th day of APRIL, 2017, 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 JOSEPH FERRUGGINA, whose title is AGENT, of SHEPHERDS CROSSING 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 NA, in accordance with a Resolution or Consent Action authorizing such act as its representative.



Edwin A. Farruggia
Notary Public, State of Ohio
My Commission Expires 01-19-2020

NOTARY PUBLIC: [Signature]
MY COMMISSION EXPIRES: 1-19-2020

SURETY (if applicable)

IN EXECUTION WHEREOF, Westchester Fire Insurance Company, referred to as the Surety herein, has caused this Agreement to be executed by Dan E. Ries, 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: Dan E. Ries

TITLE: Attorney-in-Fact

DATE: April 13, 2017

STATE OF Ohio, COUNTY OF Hamilton, ss.

BE IT REMEMBERED, that on the 13th day of April, 2017 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 Dan E. Ries whose title is Attorney-in-Fact, of Westchester Fire 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 his, in accordance with a Power of Attorney authorizing such act as its representative.

NOTARY PUBLIC: 
MY COMMISSION EXPIRES: _____

[seal]

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Susan A. Yeazell
Notary Public, State of Ohio
My commission expires April 14, 2018

VILLAGE:

IN EXECUTION WHEREOF, the Council of the Village 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 20 17-22, dated 4/20/17.

SIGNATURE: James D. Smith

NAME: James D. Smith

TITLE: Mayor

DATE: 4/20/17

SIGNATURE: Nicole Armstrong

NAME: Nicole Armstrong

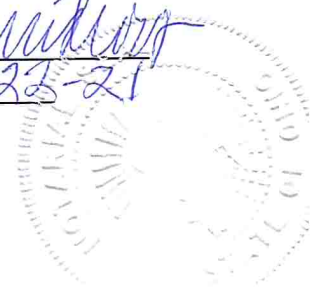
TITLE: Fiscal Officer

DATE: 4/20/17

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 20th day of April, 2017, 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 Nicole Armstrong, Fiscal Officer, of the Village 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 Village Resolution authorizing them to so act.

NOTARY PUBLIC: Nicole Armstrong
MY COMMISSION EXPIRES: 11-22-21



[seal]

APPROVED AS TO FORM:

**VILLAGE SOLICITOR
SOUTH LEBANON, OHIO**

By: [Signature]
Village Solicitor

EXHIBIT A

TRACT I.

Parcel No. 13-32-351-020

Situated in the Village of South Lebanon, Warren County, Ohio, and, being part of Section 2, Town 4, Range 3, and part of Section 32, Town 5, Range 3, and bounded and described as follows:

Beginning at an iron pin in the southerly line of said Section 32 at the southwesterly corner of an 11.337 acre tract, as recorded in Deed Book 364, Page 108, Warren County, Ohio Records; thence with the westerly boundary of said 11.337 acre tract, on the following courses: (1) North 3° 56' 35" East, 449.82 feet to an iron pin; (2) North 28° 08' 25" West, 604.59 feet to an iron pin in the southerly boundary of a 115.804 acre tract, as recorded in Deed Book 364, Page 111, Warren County, Ohio Records; thence with the southerly boundary of said 115.804 acre tract, on the following courses: (1) South 82° 14' 35" West, 240.17 feet to an iron pin; (2) South 6° 14' 35" West, 105.04 feet to an iron pin; (3) South 68° 14' 35" West, 624.90 feet to an iron pin; (4) North 5° 32' 15" East, 166.93 feet to a stone; (5) North 85° 02' 00" West (passing an iron pin at 1228.92 feet) a distance of 1327.08 feet to a point in Lebanon Road (County Road No. 16); thence in said Lebanon Road, and with the westerly boundary of said 115.804 acre tract, on the following courses: (1) North 7° 28' 00" East, 198.00 feet to an iron spike; (2) North 12° 13' 00" East, 66.00 feet to an iron spike; (3) North 23° 03' 00" East, 66.00 feet to an iron spike; (4) North 33° 55' 03" East, 339.97 feet to an iron pin; thence still with the boundary of said 115.804 acre tract, on the following courses: (1) South 52° 52' 18" East, 74.87 feet to an iron pin; (2) North 46° 01' 42" East, 218.83 feet to a point; (3) North 48° 10' 42" East, 166.45 feet to a point; (4) North 54° 37' 42" East, 377.57 feet to a point; (5) North 39° 14' 42" East, 130.45 feet to an iron pin; (6) North 16° 58' 42" East, 112.68 feet to an iron pin on the southeasterly side of Dry Run Road (County Road No. 81); (7) South 85° 50' 35" East, 240.41 feet to a stone; (8) South 85° 47' 00" East, 236.67 feet to a stone; (9) South 85° 27' 40" East, 670.02 feet to a stone; (10) South 85° 41' 35" East, 333.94 feet to an iron pin; (11) South 85° 37' 40" East, 553.55 feet to an iron pin; (12) South 3° 47' 30" East, 416.22 feet to an iron pin; (13) South 87° 55' 07" East, 513.34 feet to a stone; (14) South 4° 34' 30" West, 138.80 feet to an iron pin; thence by a new division line South 4° 20' 40" West, 1425.28 feet to an iron pin in the southerly line of said Section 32, and in the southerly line of said 115.804 acre tract; thence with the southerly line of said Section 32, and with the southerly line of said 115.804 acre tract, North 89° 38' 15" West (passing an iron pin at 220.40 feet) a distance of 701.72 feet to an iron pin at the southeasterly corner of said 11.337 acre tract; thence still with the southerly line of said Section 32, and now with the southerly line of said 11.337 acre tract, North 89° 51' 25" West, 378.24 feet to the point of beginning, containing One Hundred Six and Eight Hundred Sixty-five Thousandths (106.865) acres, subject to all legal highways and easements of record, and subject to a 50 foot wide roadway easement for ingress and egress over the following described portion of the above-described 106.865 acre tract: S.R. 52-59

Beginning at an iron pin in the Southerly line of said Section 32, and in the southerly line of said 106.865 acre tract, and in the westerly right-of-way line of Mary Lane at the northeasterly corner of Lot No. 26 of Kash D. Armburg Subdivision, a subdivision of land recorded in Plat Book 3, Page 83 of the Plat Records of said County; thence on the following courses:

(1) North 3° 58' 30" East, 310.10 feet to a point; (2) South 89° 38' 15" East, 202.40 feet to a point in the easterly line of said 106.865 acre tract; thence with the easterly line of said 106.865 acre tract, South 4° 20' 40" West, 50.12 feet to a point, said point bearing North 4° 20' 40" East, 260.11 feet from the southeasterly corner of said 106.865 acre tract; thence on the following courses: (1) North 89° 38' 15" West, 151.98 feet to a point; (2) South 3° 58' 30" West, 260.00 feet to a point in the southerly line of said Section 32, and in the southerly line of said 106.865 acre tract, and in the easterly right-of-way line of said Mary Lane at the northwesterly corner of Lot No. 27 of said Kash D. Amburgy Subdivision; thence with the southerly line of said Section 32, and with the southerly line of said 106.865 acre tract, North 89° 38' 15" West, 50.10 feet to the point of beginning.

In the above-described 106.865 acre tract there are 45.917 acres, more or less, in Section 2, and 60.948 acres, more or less, in Section 32.

The above description is the result of a survey prepared by Hasselbring and Assoc., James A. Foster, Ohio Registered Surveyor #6675, dated 11-22-1982, the survey of which is filed in Vol. 52 Plat 59 of the Warren County Engineer's Record of Land Division.

SAVE AND EXCEPT THE FOLLOWING:

Situated in the Village of South Lebanon, Warren County, Ohio, and being a part of Section 2, Town 4, Range 3, and bounded and described as follows:

Beginning at an iron pin in the easterly line of said Section 2, where it intersects with the northerly boundary line of a 106.865 acre tract as recorded in OR Vol. 139, Page 931, Warren County, Ohio Records; thence with the easterly line of said Section 2, South 4° 13' 36" West, 1238.49 feet to an iron pin in the southerly boundary of said 106.865 acre tract; thence with the boundary of said 106.865 acre tract on the following courses: (1) South 68° 14' 35" West, 602.33 feet to an iron pin; (2) North 5° 32' 15" East, 166.93 feet to a stone; (3) North 85° 02' 00" West (passing an iron pin at 1228.92 feet) a distance of 1327.08 feet to a point in Lebanon Road (County Road No. 16); (4) in Lebanon Road, North 7° 28' 00" East, 198.00 feet to an iron spike; (5) in Lebanon Road, North 12° 13' 00" East, 66.00 feet to an iron spike; (6) in Lebanon Road, North 23° 03' 00" East, 66.00 feet to an iron spike; (7) in Lebanon Road, North 33° 55' 03" East, 339.97 feet to an iron pin; (8) South 52° 52' 18" East, 74.87 feet to an iron pin; (9) North 46° 01' 42" East, 218.83 feet to an iron pin; (10) North 48° 10' 42" East, 166.45 feet to a point; (11) North 54° 37' 42" East, 377.57 feet to a point; (12) North 39° 14' 42" East, 130.45 feet to an iron pin; (13) North 16° 58' 42" East; 112.68 feet to an iron pin on the southeasterly side of Dry Run Road (County Road No. 81); (14) South 85° 50' 35" East 240.41 feet to a stone; (15) South 85° 47' 00" East, 236.67 feet to a stone; (16) South 85° 27' 40" East, 462.57 feet to the point of beginning, containing Forty-five and Nine Hundred Seventeen Thousandths (45.917) acres, subject to all legal highways and easements of record. S.R. 64-98

Prior Deed Reference: OR Vol. 561, Page 658, Warren County, Ohio Records.

ALSO SAVE AND EXCEPT THE FOLLOWING:

Situate in the Village of South Lebanon, County of Warren, State of Ohio, being a part of Section 32, Township 5, Range 3, and being further bounded and described as follows: Beginning at a 1/2" iron pin (found) said iron pin being the northeasterly

corner of Lot No. 27 of Kash D. Amburgy Subdivision as recorded in Plat Book 3, Page 83 of the Warren County, Ohio Recorder's Office and being the southwesterly corner of a 20.130 acre tract as conveyed to Union Township Trustees of Warren County, Ohio and recorded in Official Record 140, Page 170; thence with the northerly line of Lot No. 27, passing the easterly margin of Mary Lane at 150.30 feet and the westerly margin of Mary Lane at 200.40 feet and continuing with the northerly line of Lot No. 26 North 89° 38' 15" West, a distance of 350.95 feet to a 3/4" iron pipe (found), said iron pipe marking the northeasterly corner of Lot No. 76 of Kash D. Amburgy Subdivision No. 2 (Plat Book 3, Page 106); thence with a new division line North 04° 20' 40" East, a distance of 870.94 feet to a 5/8" iron pin (set); thence with another new division line South 89° 38' 15" East, a distance of 350.95 feet to a 5/8" iron pin (set) in the westerly line of the aforementioned 20.130 acre tract as conveyed to Union Township Trustees of Warren County, Ohio (O.R. 140, Page 170); thence with the westerly line of Union Township Trustees of Warren County, Ohio, South 04° 20' 40" West, a distance of 870.94 feet to the beginning, containing 7.00 acres of land.

Subject to a 50 feet wide roadway easement for ingress and egress as described in Official Record 561, Page 657, Warren County, Ohio Records.

Subject to all other legal easements and right-of-way of record.

Bearings are based upon the record bearing (South 04° 20' 40" West) of the easterly line of the original 106.865 acre tract as found in Official Record 561, Page 657, Warren County, Ohio Records.

The above description is a part of the original 106.865 acre tract as conveyed to Alvin Bishop and Rosezella Bishop and recorded in Official Record 561, Page 657, Warren County, Ohio Records.

Land surveyed in March, 1995, under the direction of Eric N. Lutz; Registered Professional Surveyor No. 7232, the survey Plat of which is on file in Surveyor's Record Vol. 93, Plat No. 69, of the Warren County Engineer's Record of Land Surveys and is referred to as Drawing No. 95-141 on file in the office of McCarty Associates, Hillsboro, Ohio.

Reference: Book 1117, Page 335, Warren County, Ohio Official Records.

ALSO SAVE AND EXCEPT THE FOLLOWING:

Being 8.0173 acres situated in the Village of South Lebanon, Warren County, Ohio, in Section 32, Town 5, Range 3, platted as Woodknoll Subdivision, Section One, recorded in Plat Book 55, Pages 9 and 10, Warren County, Ohio Records.

ALSO SAVE AND EXCEPT THE FOLLOWING:

Being 7.9207 acres situated in the Village of South Lebanon, Warren County, Ohio, in Section 32, Town 5, Range 3, platted as Woodknoll Subdivision, Section Two, **leaving 38.0100 acres**, more or less, as recorded in Plat Book 89, Pages 43 and 44, Warren County, Ohio Records.

Exhibit "B" – Village's Fee Schedule

Village Manager \$95/hour

Public Works Superintendent \$55/hour

Exhibit "C" – Professional Consultant's Fee Schedule

[attach hereto]

2017 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$130
Professional Surveyor	\$105
Designer	\$90
Field Surveyor	\$95
Administrative	\$55
Resident Project Representative	\$80

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

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

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

Exhibit "D" – Cost Estimates Sheets

[attach hereto]



Edwin Farruggia <edwin.farruggia@gmail.com>

Woodknoll asphalt estimate

Nicholas Selhorst <nns@choiceoneengineering.com>

Thu, Mar 30, 2017 at 3:28 PM

To: Edwin Farruggia <edwin.farruggia@gmail.com>, Joe Farruggia <joefarruggia3000@gmail.com>

Cc: Jerry Haddix <jhaddix@southlebanonohio.org>

Ed/Joe,

For the bond for the remaining work on Section 4, the prices are a little lower than I'd like. The quantities are good but I'd like the bonded amount to be \$9 a SY for the asphalt and \$20 a foot for the curb. That would make the bonded amount \$21,313.00.

If you could make that the amount and send it to the Village that'd be good.

Section 5a shouldn't need a bond yet unless you guys are recording the plat right now for that.

Thank you,

Nick Selhorst, P.E.
Choice One Engineering
Project Manager

513.239.8554 Office | 513.444.9842 Cell
www.CHOICEONEENGINEERING.com

From: Edwin Farruggia [mailto:edwin.farruggia@gmail.com]

Sent: Thursday, March 30, 2017 2:20 PM

To: Nicholas Selhorst <nns@choiceoneengineering.com>; Joe Farruggia <joefarruggia3000@gmail.com>

Subject: Fwd: Woodknoll asphalt estimate

[Quoted text hidden]