

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2018-40**

**A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL
OFFICER TO EXECUTE A DEVELOPMENT AGREEMENT FOR WYNSTEAD
SUBDIVISION, SECTION 5 PHASE A, WITH GRAND COMMUNITIES, LTD.,
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, Grand Communities, Ltd. is the developer of Wynstead Subdivision, Section 5 Phase A 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 Wynstead Subdivision, Section 5 Phase A, with Grand Communities Ltd., 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 19th day of July, 2018.

Attest: Nicole Armstrong James D. Smith
Nicole Armstrong, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: <u>7 / 19</u> /2018 (if applicable)	Effective Date – / /2018
Vote - <u>5</u> Yeas ___ Nays	
First Reading – / /2018	Effective Date – / /2018
Second Reading – / /2018	
Third Reading – / /2018	
Vote - ___ Yeas ___ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: [Signature]
Date: 7/19/2018

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 Grand Communities, Ltd., whose mailing address is 3940 Olympic Boulevard, Suite 100, Erlanger, KY 41018, (the "Developer"), and RLI Insurance Company, whose mailing address is 9025 N. Lindbergh Drive, Peoria, IL 61615 ("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 Wynstead Subdivision Section 5 Phase A ("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, identified as Parcel # 17-36-200-029, 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 is 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 \$30,882.00 which amount is equal to one hundred percent (100%) of the estimated cost of the Public Improvements yet to be completed as of July 13, 2018, 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 Wynstead Section 5 Phase A 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 Wynstead Section 5, Phase A 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 July 20, 2018 (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, GRAND COMMUNITIES LLC (f/k/a Grand Communities, Ltd.), referred to as the Developer herein, has caused this Agreement to be executed by Todd E. Huss, whose title is President on the date stated below, pursuant to a Resolution or Consent Action, a copy of which is attached hereto.

Grand Communities, LLC
f/k/a Grand Communities, LTD

DEVELOPER

SIGNATURE: Todd E. Huss

NAME: Todd E. Huss

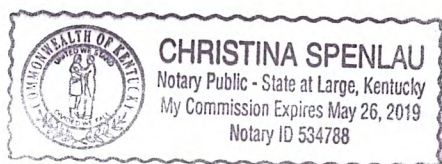
TITLE: President

DATE: 7/20/2018

STATE OF Kentucky, COUNTY OF Boone, ss.

BE IT REMEMBERED, that on the 20th day of July, 2018, 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 Todd E. Huss, whose title is President, of Grand Communities, LLC (f/k/a Grand Communities, Ltd.), 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 Todd E. Huss, in accordance with a Resolution or Consent Action authorizing such act as its representative.

[seal]



NOTARY PUBLIC: Christina Spenlau
MY COMMISSION EXPIRES: 5-26-2019

SURETY (if applicable)

IN EXECUTION WHEREOF, RLI 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: RLI Insurance Company

SIGNATURE: _____

NAME: Dan E. Ries

TITLE: Attorney-in-Fact

DATE: July 19, 2018

STATE OF Ohio, COUNTY OF Hamilton, ss.

BE IT REMEMBERED, that on the 19th day of July, 2018,
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 RLI 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 Dan E. Ries, in accordance with a Power
of Attorney authorizing such act as its representative.

[seal]

NOTARY PUBLIC: Susan A. Yeazell
MY COMMISSION EXPIRES: _____

[remainder of the page is blank]



SUSAN A. YEAZELL
Notary Public, State of Ohio
My Commission Expires 04-14-2023

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 2018- 40, dated 7/19/18.

SIGNATURE: James D. Smith

NAME: James D. Smith

TITLE: Mayor

DATE: 7/19/18

SIGNATURE: Nicole Armstrong

NAME: Nicole Armstrong

TITLE: Fiscal Officer

DATE: 7/19/18

STATE OF OHIO, COUNTY OF WARREN, ss.

BE IT REMEMBERED, that on the 19th day of July, 2018, 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.



[seal]

NOTARY PUBLIC: Brianna Yarborough

MY COMMISSION EXPIRES: 9/15/2021

APPROVED AS TO FORM:

**VILLAGE SOLICITOR
SOUTH LEBANON, OHIO**

By: [Signature]

Village Solicitor

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

[insert or attach hereto]

Date: April 18, 2018
Description: 6.5817 Acres
TBHW Investment Company, LLC
Location: Village of South Lebanon
Warren County, Ohio



Situated in the State of Ohio, Military Survey #1546, Village of South Lebanon, Hamilton Township, Warren County and being part of an original 41,1530 acre tract of land as conveyed to TBHW Investment Company, LLC as recorded in Document #2014-001951 of the Warren County, Ohio Recorder's Office containing 6.5817 acres of land and being further described as follows:

Beginning at a found 5/8" iron pin (capped "Bayer Becker") on the southeast corner of Lot #131 of Wynstead Subdivision, Section Three as recorded in Plat Book 94, Page 39 of the Warren County, Ohio Recorder's Office and being the northeast corner of said lands of TBHW Investment Company, LLC and being on the westerly boundary of the lands of Joseph L. Bernardin, Archbishop of Cincinnati, Trustee as recorded in Deed Book 449, Page 159 of the Warren County, Ohio Recorder's Office and being the True Point of Beginning:

thence, leaving the southerly boundary of said Wynstead Subdivision, Section Three and with the westerly boundary of said lands of Joseph L. Bernardin, Archbishop of Cincinnati, Trustee, South 07° 47' 33" West, 981.49 feet to a found 1/2" iron pin on the northeast corner of the lands of Warren County Commissioners as recorded in Official Record 489, Page 159 of the Warren County, Ohio Recorder's Office;

thence, leaving the westerly boundary of said lands of Joseph L. Bernardin, Archbishop of Cincinnati, Trustee and with the northerly boundary of said lands of Warren County Commissioners, North 83° 31' 17" West, 245.56 feet to a set 5/8" iron pin;

thence, leaving the northerly boundary of said lands of Warren County Commissioners and with a new division line through said lands of TBHW Investment Company, LLC the following five courses:

- 1) North 27° 00' 48" West, 49.44 feet to a set 5/8" iron pin;
- 2) North 62° 59' 12" East, 100.00 feet to a set 5/8" iron pin;
- 3) North 27° 00' 48" West, 136.96 feet to a set 5/8" iron pin;
- 4) North 62° 59' 12" East, 9.50 feet to a set 5/8" iron pin;
- 5) North 27° 00' 48" West, 170.16 feet to a set 5/8" iron pin on the easterly boundary of Wynstead Subdivision, Section Four, Phase A as recorded in Plat Book 96, Page 40 of the Warren County, Ohio Recorder's Office;

thence, leaving said new division line and with the easterly boundary of said Wynstead Subdivision, Section Four, Phase A the following nine courses:

- 1) North 62° 51' 23" East, 46.25 feet to a found 5/8" iron pin (capped "Bayer Becker");
- 2) North 48° 31' 10" East, 40.06 feet to a found 5/8" iron pin (capped "Bayer Becker");
- 3) North 29° 10' 09" East, 33.88 feet to a found 5/8" iron pin (capped "Bayer Becker");

6900 Tylersville Road, Suite A
Mason, OH 45040
513-336-6600

110 South College Ave, Suite 101
Oxford, OH 45056
513-523-4270

1404 Race Street, Suite 204
Cincinnati, OH 45202
513-834-6151

209 Grandview Drive
Fort Mitchell, KY 41017
859-261-1113

<http://www.bayerbecker.com>

- 4) North 08° 00' 21" East, 50.11 feet to a found 5/8" iron pin (capped "Bayer Becker");
- 5) North 00° 39' 52" East, 250.48 feet to a found 5/8" iron pin (capped "Bayer Becker");
- 6) North 04° 29' 47" East, 50.00 feet to a found 5/8" iron pin (capped "Bayer Becker");
- 7) North 13° 56' 40" East, 50.73 feet to a found 5/8" iron pin (capped "Bayer Becker");
- 8) North 17° 20' 44" East, 51.35 feet to a found 5/8" iron pin (capped "Bayer Becker");
- 9) North 09° 48' 23" East, 100.48 feet to a found 5/8" iron pin (capped "Bayer Becker") on the northeast corner of said Wynstead Subdivision, Section Four, Phase A and being on the southwest corner of Lot #99 of Wynstead Subdivision, Section Two, Phase C as recorded in Plat Book 86, Page 1 of the Warren County, Ohio Recorder's Office;

thence, leaving the easterly boundary of said Wynstead Subdivision, Section Four, Phase A and with the southerly boundary extended of said Wynstead Subdivision, Section Two, Phase C and with the southerly boundary of said Wynstead Subdivision, Section Three, the following three courses:

- 1) South 85° 48' 05" East, 118.36 feet to a found 5/8" iron pin (capped "Bayer Becker") on the westerly right of way of Emerald Drive;
- 2) with a curve to the right, having a central angle of 00° 35' 04", a radius of 775.00 feet, an arc length of 7.91 feet, and a chord bearing and distance of South 09° 26' 05" West, 7.91 feet to a found 5/8" iron pin (capped "Bayer Becker") on its terminus;
- 3) South 80° 16' 23" East, 181.19 feet to the **True Point of Beginning** containing 286,697 square feet or 6.5817 acres of land, more or less and being subject to all legal highways, easements, restrictions and agreements of record.

The above description was prepared from a field survey prepared by Bayer Becker, Brian R. Johnson, Professional Land Surveyor #8484 in the State of Ohio, April 18, 2018. The survey plat of which is filed in Survey Volume 147, Plat 96, of the Warren County Engineers Record of Land Surveys.

Prior References: Instrument #2014-001951.

Basis of Bearings: Plat Book 94, Page 39.

All iron pins set are 5/8" diameter rebar 30" long with a plastic cap stamped "Bayer Becker".

OLD 17-36-200-028 13.4371 AC. R.

NEW 17-36-200-029 6.5817 AC.

REM 17-36-200-030 6.8554 AC.

APPROVED
WARREN CO. MAP DEPT.

Jun 18, 2018
By *BS* BS



Exhibit “B” – Village’s Fee Schedule

[attach hereto]

Exhibit "B" – Village's Fee Schedule

Village Manager	\$95/hour
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Public Works Superintendent	\$55/hour
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Exhibit "C" – Professional Consultant's Fee Schedule

[attach hereto]

2018 Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$135
Professional Surveyor	\$110
Designer	\$90
Field Surveyor	\$95
Administrative	\$60
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]

WYNSTEAD SECTION 5A PERFORMANCE BOND QUANTITIES
VILLAGE OF SOUTH LEBANON

July 13, 2018

ITEM		UNIT OF	APPROX.	UNIT	
NO.	DESCRIPTION	MEASURE	QTY.	PRICE	TOTAL
253	2% PAVEMENT REPAIR	S.Y.	58	\$100.00	\$5,800.00
407	TACK COAT, 0.09 GAL/S.Y.	GAL.	258	\$4.00	\$1,032.00
441	1-1/2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22	C.Y.	120	\$180.00	\$21,600.00
608	4" CONCRETE WALK	S.F.	200	\$6.00	\$1,200.00
609	CURB AND GUTTER REMOVED AND REPLACED	FT.	50	\$25.00	\$1,250.00
TOTAL					\$30,882.00



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.

Nicholas J. Selhorst, P.E.

Date