

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH RICHFIELD TOWNSHIP AND PULTE HOMES OF OHIO, LLC REGARDING MODIFICATIONS TO THE BRIARWOOD DEVELOPMENT PROJECT SITE PLAN, AND DECLARING AN EMERGENCY

WHEREAS, to minimize uncertainty and risk posed by the timing of the annexation proceedings and to ensure that the development project moves forward, the Village Administration has recommended that Council authorize the Mayor to enter into a Memorandum of Understanding with Richfield Township and Pulte Homes of Ohio, LLC.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, County of Summit, State of Ohio that:

- SECTION 1. The Mayor is hereby authorized and directed to enter into the Memorandum of Understanding with Richfield Township and Pulte Home of Ohio substantially in accordance with the agreement attached hereto as Exhibit "A", and incorporated herein by reference.
- SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.
- SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in resolve all issues before the Summit County Council votes on the annexation petition; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

As revised June 4, 2021

PASSED: 6/4/2021




President of Council




Mayor

Dated: 6/4/2021

ATTEST:


Clerk of Council

1

Jeff
Gorman Clerk of Council of the Village
of Richfield, Ohio, hereby certify that the foregoing
is a true and correct copy of Res. 69-2021
adopted by the Council on 6-4-2021


AGREEMENT

This Agreement is made and entered into as of the date set forth below by and between the **VILLAGE OF RICHFIELD, OHIO** (the "Village"), a municipality organized and existing under Ohio law and its Charter, **RICHFIELD TOWNSHIP, OHIO** (the "Township"), a township organized and existing under Ohio law, and **PULTE HOMES OF OHIO, LLC**, ("Pulte"), a Michigan limited liability company (collectively, the "Parties").

RECITALS

WHEREAS, Richfield Furnace Run Associations, LLC ("Furnace Run") owns approximately 126.1235 acres of land, of which 118.7832 acres of land are located in the Township and 7.3403 acres of land are located in the Village (collectively, the "Property"); and

WHEREAS, Furnace Run intends to sell to Pulte, and Pulte intends to purchase, the Property for the purpose of Pulte's plan to develop one hundred thirty (130) single-family residential sublots (the "Intended Development"); and

WHEREAS, pursuant to the Development Agreement made and entered into by the Village and Furnace Run, Furnace Run was required to file with the Summit County Council a Petition for the Annexation of the 118.7832 acres of the Property located in the Township to the Village, which Furnace Run accomplished on April 8, 2021; and

WHEREAS, Furnace Run filed a Type II Annexation request with the Summit County Council on April 8, 2021; and

WHEREAS, the Township passed Resolution No. 11-2021 opposing the Type II Annexation petition, which is currently pending before the Summit County Council; and

WHEREAS, to minimize uncertainty and risk posed by the timing of the annexation proceedings, and to address the concerns of the Township related to the Intended Development, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the Parties hereto hereby agree as follows:

1. Pulte's obligations set forth herein are subject to and conditioned upon the following: (a) Pulte acquiring fee simple title to the Property from Furnace Run; (b) Pulte obtaining full and complete governmental approval and permits for the Intended Development; and (c) Pulte commencing material development of the Intended Development.

2. As shown on the attached Exhibit "A" that is expressly incorporated herein by reference, the primary public roadway access points in the previously Village approved Preliminary Development Plan shall be modified as follows:

- (a) an aerial bridge from the existing platted right-of-way at Sawbridge Road and Scanwood Drive located in the Village of Richfield to the entrance of the proposed development on the Property shall be constructed during Phase 2 of the Intended Development; and
- (b) a road constructed to Village of Richfield standards from the existing platted right-of-way located in Richfield Township and located off of Whitethorn Circle to the entrance of the proposed development on the Property; and
- (c) the entry road depicted on Parcel No. 48-01230 shall be eliminated and never used as a “development entrance” and shall instead be used for utility installation.

3. Pulte and the Village agree that Parcel No. 48-01230 located near Briarwood Road shall only be used for the installation and maintenance of utilities and will not be utilized as a publicly dedicated roadway open to vehicular passenger traffic. The area shall be graded, landscaped and restored after utility installation is complete substantially in accordance with the grading and landscaping plan attached hereto and expressly incorporated herein by reference as Exhibit “B”. Upon closing of the sale between Furnace Run and Pulte, Pulte shall place a deed restriction on Parcel No. 48-01230 restricting the use of the parcel as a publicly dedicated roadway open to vehicular passenger traffic. In the event that the sale between Furnace Run and Pulte does not close and the annexation has been approved, the Village shall require a deed restriction to be placed on Parcel No. 48-01230 restricting the use of the parcel as a publicly dedicated roadway if new development project is proposed for the Property.

4. The Township shall withdraw its objections to the annexation petition no later than 12:00 p.m. on June 7, 2021.

5. The Township further agrees that it will not oppose and/or unduly delay any permit requests made by Pulte to the Township in relation to the development project. Examples of these permits include, but not limited to, road opening and water and sewer extension permits associated with the development project. Moreover, the Township agrees not to levy unreasonable permit fees beyond industry standards.

6. This Agreement, and in particular the provisions set forth in paragraph 2, shall be incorporated into any and all revisions to the Preliminary Development Plan, Final development plan and Development and Construction Agreement made and entered into between the Village and Furnace Run.

7. The Township agrees not to oppose any request by the Village to Summit County to assume ownership and maintenance responsibilities of the aerial bridge.

8. This Agreement is expressly conditioned upon the Summit County Council granting the annexation petition and shall be deemed null and void should the Summit County Council deny the annexation petition.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates hereinafter shown.

VILLAGE OF RICHFIELD RICHFIELD TOWNSHIP PULTE HOMES OF OHO, LLC

By: *Michael Wheeler* By: _____ By: _____
Michael Wheeler Jeff Shupe Brad Piroli
Mayor Trustee VP of Land Acquisition

Date: 6/4/2021 Date: _____ Date: _____

By: _____
Robert Luther
Trustee

Date: _____

By: _____
Janet Jankura
Trustee

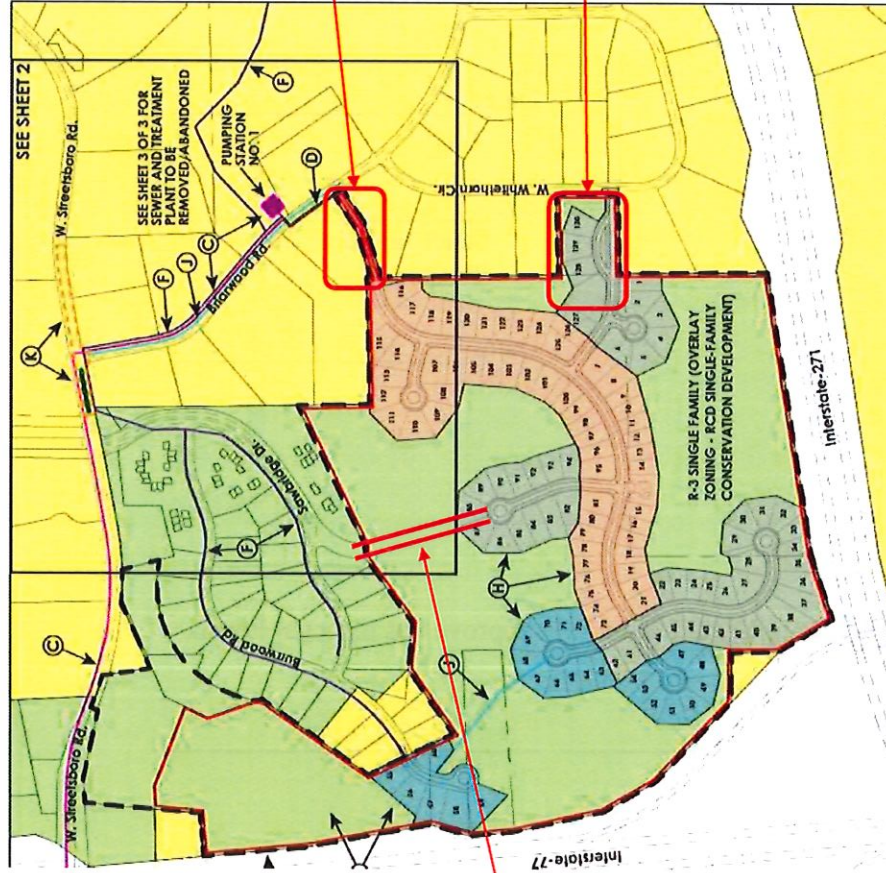
Date: _____

Approved as to Legal Form: Approved as to Legal Form:

Alejandro V. Cortes
Director of Law

Exhibit A

DEVELOPMENT AGREEMENT EXHIBIT MAP



Item 2C - the entry road depicted on Parcel No. 48-01230 shall be eliminated and never used as a "development entrance" and shall instead be used for utility installation and maintenance.

Item 2B - a road constructed to Village of Richfield standards from the existing platted right-of-way located in Richfield Township and located off of Whitethorn Circle to the entrance of the proposed development on the Property

Item 2A - an aerial bridge from the existing platted right-of-way at Sawbridge Road and Scanwood Drive located in the Village of Richfield to the entrance of the proposed development on the Property shall be constructed during Phase 2 of the Intended Development.

Exhibit B

