

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A DEVELOPMENT AGREEMENT WITH SEABREEZE NORTH CORPORATION AND COWBOY PROPERTY MANAGEMENT, LLC FOR THE SUBDIVISION AND CONSOLIDATION OF CERTAIN REAL PROPERTY AND DEVELOPMENT OF RELATED PUBLIC INFRASTRUCTURE, AND DECLARING AN EMERGENCY**

WHEREAS, Seabreeze North Corporation and Cowboy Property Management (the "Developer") are the owners of permanent parcel numbers 5000612, 5000613, and 5001332 which Developer intends subdivide parcel numbers 5000612 and 5000613 into an approximate 5.2-acre parcel and an approximate 25.09-acre consolidated parcel in order to transfer the consolidated 25.09-acre parcel to a separate legal entity and;

WHEREAS, Developer intends to construct two new maintenance facilities on parcel number 5001332 and relocate existing businesses from the existing buildings located on parcel numbers 5000612, 5000613; and

WHEREAS, subdivision of the approximate 5.2-acre parcel will create a parcel without frontage on an improved, dedicated public roadway as required by the Village Subdivision Regulations; and

WHEREAS, in connection with its intended development and subdivision of the above parcels, the Developer and the Village have agreed upon a set of stipulations applicable to the development of the property to satisfy the requirement of property fronting on an improved, dedicated public road; and

WHEREAS, the Administration recommends that Council authorize the Development Agreement with the Developer in order to set forth the respective rights, agreements and obligations of the parties as more specifically provided therein; and

WHEREAS, Council determines that entering into the Development Agreement with Developer is in the best interest of the Village because the intended improvements contemplated by the Development Agreement will alleviate traffic congestion in the area and provide a legal instrument under which the Village can approve the creation of the approximate 5.2-acre parcel without frontage on an improved, dedicated public roadway as required by the Village Subdivision Regulations.

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

SECTION 1. The Mayor and Finance Director are hereby authorized and directed to enter into the Development Agreement with Seabreeze North Corporation and Cowboy Property Management a copy of which is attached hereto and expressly

incorporated herein as Exhibit A, subject to final approval from the Director of Law.

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 for the immediate preservation of the public health, safety, and welfare and for the further reason that it is immediately necessary to begin instruction of the public and private improvements as soon as possible.; 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.

PASSED: 12-14-22

Bobbie Baseman  
President of Council

Michael Wheeler

Mayor

ATTEST:

Jeff Gorman  
Clerk of Council

Dated: 12/14/2022

Jeff  
I, Gorman Clerk of Council of the Village  
of Richfield, Ohio, hereby certify that the foregoing  
is a true and correct copy of Res. 78. 2022  
adopted by the Council on 12-14-2022  
Jeff Gorman

**DEVELOPMENT AGREEMENT**  
**between**  
**THE VILLAGE OF RICHFIELD**  
**and**  
**SEABREEZE NORTH CORPORATION AND COWBOY PROPERTY MANAGEMENT,**  
**LLC**

This Development Agreement is entered into as of December 14, 2022 between the Village of Richfield, Ohio (the "Village") and Seabreeze North Corporation ("Seabreeze") and Cowboy Property Management, LLC ("CPM") (Seabreeze and CPM are sometimes collectively referred to herein as "Owner"), under the following circumstances (capitalized terms are used with the meanings given them in Schedule 1):

**RECITALS**

WHEREAS, Seabreeze owns permanent parcel numbers 5000612 and 5000613, and its affiliated company, CPM, owns parcel number 5001332; and

WHEREAS, permanent parcel numbers 5000612 and 500613 are used as a truck terminal and maintenance facilities that Seabreeze rents to third-party tenants, while permanent parcel number 5001332 is currently vacant and undeveloped land; and

WHEREAS, Seabreeze and a tenant reached an agreement where tenant will acquire land from the Seabreeze to accommodate tenant's growth and desire to own their own facilities; and

WHEREAS, the sale between Seabreeze and tenant requires the Westerly portion of parcel numbers 5000612 and 5000613 to be subdivided in order to create a new parcel of approximately 5.21 acres that contains an existing building that will be retained by the Owner ("Owner Parcel"). The remaining land associated permanent parcel numbers 5000612 and 500613 will be combined into a single approximate 25.09-acre parcel that will be acquired by Seabreeze's tenant under the terms of the sale ("Tenant's Parcel"); and

WHEREAS, Seabreeze and/or CPM intends to construct two new truck maintenance facility buildings on permanent parcel 5001332 and relocate Seabreeze's other tenants who are currently operating on the land that will become Tenant's Parcel (the "Development Property"); and

WHEREAS, the construction of a dedicated public road extension to Brecksville Road from Highlander Parkway through Congress Parkway is required to make the proposed

transactions economically viable and fulfill the requirements set forth in the Village's Subdivision Regulations; and

WHEREAS, Owner has agreed to construct, at Owner's sole expense, an industrial road to Village specifications and standards in anticipation of connecting to Highlander Parkway via the dedicated public right-of-way as more fully depicted in the Improvement Plans for Roadway Extension attached hereto as Exhibit E (the "Industrial Road"); and

WHEREAS, in exchange for constructing the Industrial Road, the Village has agreed to pay for a portion of the Highlander Parkway/Congress Parkway roadway extension as more fully depicted in Exhibits A and E; and

WHEREAS, to create and preserve jobs and employment opportunities within the jurisdiction of the Village and to improve the economic welfare of the Village, Village Council will adopt an Ordinance at a later date establishing a tax increment financing program ("TIF Program") authorizing the Village to declare improvements to the Development Property to be a public purpose; and

WHEREAS, to carry out the public purpose and to comply with the requirements of the Act and the TIF Program, the Village desires to enter into this Development Agreement to provide for tax increment financing and the construction of the Public Improvements defined in Exhibit D hereto. The Owner is willing to complete the Development Improvements on the Development Property, to make the Service Payments, and to perform such other actions required by the Owner as described in this Development Agreement; and

WHEREAS, the Village has determined that it is necessary and in the best interests of the Village to provide for the making of Service Payments in lieu of taxes by the Owner with respect to the New Construction, in accordance with the Act, the TIF Program, and the TIF Ordinance and, therefore, the Village has declared that 75% of the assessed value of the New Construction is a public purpose and will be exempt from real property taxation for ten (10) years (the "Exemption Period"); and

WHEREAS, the Village has determined that the development of the New Construction by the Owner on the Development Property and fulfillment generally of the terms of this Development Agreement, are in the best interests of the Village and the health, safety, morals and welfare of its residents.

WHEREAS, the Village will send to the Board of Education of the Revere Local School District (the "Revere Local School Board") and to the Cuyahoga Valley Joint Vocational School District written notice of the Village's intent to declare the New Construction to be a public purpose in accordance with the TIF Program

**The parties agree as follows:**

**Article I**  
**The Village**

**Section 1.1 Representations.** The Village makes the following representations:

- (a) It is a political subdivision, duly organized and validly existing under the laws of Ohio and its Charter.
- (b) It has performed all acts required of it as a condition to signing and delivering this Development Agreement.
- (c) It is not in violation of any laws of Ohio or its Charter, to an extent that would impair its ability to carry out its obligations under this Development Agreement.
- (d) It has the power to enter into and perform its obligations under this Development Agreement.
- (e) Its Village Council has duly authorized the signing, delivery, and performance of this Development Agreement.

**Section 1.2 Village Agreement to Construct Public Improvements.**

Subject to the terms of this Development Agreement, the Village agrees to complete the Highlander Parkway/Congress Parkway connection by designing and constructing a public road connection at the end of Highlander Parkway on the dedicated public right-of-way as more fully depicted in the improvement plans attached hereto as Exhibit E. The Village and Owner agree that both may mutually agree in writing to allow Owner to complete the Highlander Parkway/Congress Parkway connection instead of the Village. Village shall reimburse Owner the cost of completing its portion of the Highlander Parkway/Congress Parkway connection as identified in Exhibit A. The Village also agrees to acquire, construct, and install some or all of the Public Improvements described in Exhibit "D" in accordance with a time schedule and improvement descriptions to be determined solely by the Village.

**Article II**  
**The Owner**

**Section 2.1 Owner Representations.** The Owner makes the following representations:

- (a) Seabreeze is a Florida corporation duly organized, validly existing, and in good standing under the laws of Florida and duly registered as a foreign entity in Ohio. CPM is an Ohio limited liability company duly organized, validly existing, and in good standing under the laws of Ohio.

- (b) They have performed all acts required of them as a condition to signing and delivering this Development Agreement.
- (c) They are not in violation of any laws of Ohio to an extent that would impair their ability to carry out their obligations under this Development Agreement.
- (d) They have the power to enter into and perform their obligations under this Development Agreement.
- (e) They have duly authorized the signing, delivery, and performance of this Development Agreement.

**Section 2.2 Acquisition of Development Property.** As of the date of this Development Agreement, CPM has acquired fee title to all of the Development Property, as more fully described in the Legal Description of the Development Property and as illustrated on the site plan attached hereto as Exhibit B, within the boundaries of the Village, and has paid all costs associated with this acquisition of title.

**Section 2.3 Development of Property.** The Owner agrees to construct two new truck maintenance facility buildings on permanent parcel 5001332 ("New Construction"), which shall include the Development Improvements set forth in Exhibit C, attached hereto. Owner shall retain the responsibility to obtain any and all federal, state or local approvals for the New Construction and Development Improvements and to pay all fees for any related building, zoning or other regulatory or permitting agency permits. The Owner shall submit detailed site development plans in accordance with the Village's Planning and Zoning Regulations and also agrees to use its best efforts to design its New Construction and the Development Improvements in accordance with all local building and zoning codes and applicable regulations and law and in doing so minimize the need for any variance requests. Owner shall connect to Village's public sanitary sewer and shall pay all fees and assessments associated with the connection to the sanitary sewer system.

**Section 2.4 Construction, Completion, and Acceptance of Industrial Road.** The Village and the Owner agrees as follows:

(A) Owner agrees to construct, at Owner's sole expense, the Industrial Road to Village specifications and standards in anticipation of connecting to Highlander Parkway via the dedicated public right-of-way as more fully depicted in the design plans attached hereto as Exhibits A and E;

(B) The Industrial Road shall be deemed completed upon receipt of (i) notice from the Owner's authorized representative that the Industrial Road has been completed and is ready for final acceptance by the Village and (ii) certification from the Village Engineer stating that the Industrial Road has been constructed to Village specifications and standards.

(C) The Village has no obligation to accept the Industrial Road until it (i) receives certification from the Village Engineer; (ii) evidence reasonably satisfactory to it that all liens on the Industrial Road located in the Village have been released; (iii) the Owner provides the Village with all "as-built" drawings; and (iv) submission of the Final Plat to Village Council.

(D) Pursuant to Section 1.2 of the Development Agreement, Village shall be solely responsible for paying its portion of the Highlander Parkway/Congress Parkway roadway extension as set forth in Exhibit A.

**Section 2.5 Agreement to Make Service Payments.** CPM agrees to make Service Payments to the County Fiscal Officer, Treasurer's Division, during the Exemption Period, as described in Section 3.2 and in accordance with the provisions of the TIF Ordinance and the TIF Declaration. CPM shall deliver to the Village a fully executed TIF Declaration concurrently with the execution of this Development Agreement, which TIF Declaration shall be recorded in the records of the Summit County Fiscal Office as to parcel 5001332 within five (5) days thereafter. Service Payments shall be paid in full to the Village for the remaining term of the exemption under the TIF Ordinance and this Development Agreement.

### **Article III Exemption from Real Property Taxation**

**Section 3.1 Exemption of New Construction.** The Village hereby declares that the increase in assessed valuation of the Development Improvements by reason of all New Construction is a public purpose and determines that 75% of the assessed valuation of the New Construction is exempt from real property taxation for ten (10) years by all political subdivisions and taxing districts. The exemption will commence separately for each portion of the New Construction, as of the first tax year that each and any portion of the value of the New Construction appears on the tax list and duplicate, or would appear on the tax list and duplicate but for the exemption, and will extend for the Exemption Period.

**Section 3.2 Service Payment.** CPM must make Service Payments to the Village as follows:

- (a) During the Exemption Period, in accordance with the Act, the TIF Program and the TIF Ordinance as amended and supplemented, CPM, for itself and any successors in interest to the Development Property or any part thereof or interest therein, covenants and agrees to make (or cause to be made) semiannual Service Payments in lieu of real property taxes with respect to the New Construction pursuant to and in accordance with the requirements of the Act, the TIF Program, and this Development Agreement. The obligation to make Service Payments will run with the land. The Service Payments must be made semiannually to the County, or to the designated agent of the County for collection of the Service Payments, on or before the date on which real property taxes would otherwise be due and payable for the New Construction. Any late Service Payments must

include interest and penalties at the same rate and in the same amount and payable at the same time as delinquent real property taxes. Each semiannual Service Payment must be in an amount equal to the real property taxes that would have been charged and payable against the exempted portion of the New Construction if an exemption from real property taxation had not been granted, plus all interest and penalties thereon for nonpayment, and must otherwise be in accordance with the requirements of the Act.

- (b) It is intended and agreed, and it must be provided in any future deed conveying the Development Property, or any portion thereof, to any person, that the covenants provided in Section 3.2(a) will be covenants running with the land and that they will, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by, the Village, whether or not this Development Agreement remains in effect and whether or not this provision is included in any succeeding deed of the Development Property, or any portion thereof. Pursuant to the TIF Ordinance and Section 2.4 of this Development Agreement, CPM shall execute and record with the Summit County Fiscal Office the TIF Declaration. It is further intended and agreed that these agreements and covenants will remain in effect for the full Exemption Period permitted in accordance with the requirements of the Act, the TIF Program, the TIF Ordinance, and this Development Agreement. The covenants running with the land will have priority over any other lien or encumbrance on the Development Property and the New Construction other than the Permitted Encumbrances. The parties agree to execute and record any and all instruments of record in Summit County, Ohio, including this Development Agreement and the TIF Declaration, as may be necessary to preserve and protect such covenants running with the land.
- (c) The Village will prepare and file in cooperation with CPM any necessary applications and supporting documents to obtain the exemption from real property taxation for the New Construction to enable the Village to collect the Service Payments and to disburse these payments to or for the account of the Village. The Village will cooperate with CPM in connection with the preparation and filing of any required exemption applications.
- (d) Subject to Section 5.9, upon prior approval as evidenced by a Resolution passed by the Village Council CPM may sell or otherwise convey any portion of the Development Property. If the transfer provides that the transferee assumes the obligations under this Development Agreement to make Service Payments with respect to the New Construction on the portion of the Development Property transferred, the Owner will be released from its obligations under this Development Agreement to make those Service Payments with respect to that New Construction. CPM may lease portions of the Development Property to

tenants in the ordinary course of business without approval by Village Council so long as CPM remains responsible for payment of the Service Payments and subject to compliance with all applicable zoning laws. The agreement to make Service Payments under this Development Agreement is a covenant running with the land. Subject to the foregoing, the obligations of CPM to make the Service Payments will be absolute and unconditional, and will not be terminated for any cause, and CPM agrees that there will be no right to suspend or set off the Service Payments for any cause, including without limitation failure to complete the New Construction and Development Improvements, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Improvements, commercial frustration of purpose, any change in the tax or other laws or administrative rulings of or by or under authority of the State of Ohio, or any failure of the Village to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Development Agreement.

- (e) CPM represents to the Village, and the Village acknowledges that upon completion of the Project, the anticipated market value for the New Construction will be approximately \$2.5 million dollars. The parties acknowledge that this is an estimate and that the failure to achieve that level of New Construction will not constitute a failure of either party to perform under this Development Agreement. The Village will not unreasonably withhold, delay, or condition the permits that the Village issues or approves.

#### **Article IV Events of Default**

**Section 4.1 Event of Default.** It will be an "Event of Default" by the Village or the Owner, as applicable, under this Development Agreement if:

- (a) The Owner fails to observe or perform any of the material covenants and obligations of the Owner under this Development Agreement, and the failure continues for a period of 90 days after notice, for default other than failure to pay Service Payments, and for a period of 90 days without any required notice for failure to pay Service Payments.
- (b) The Village fails to observe or perform any of the material covenants and obligations of the Village under this Development Agreement, and the failure continues for a period of 90 days after notice.

**Section 4.2 Remedies in Event of Default.** During the continuance of an Event of Default, the Village or the Owner will have available as a remedy all rights granted under law or equity. Pursuit of any of the remedies will not preclude pursuit of any other remedies provided in this Development Agreement, or by law or equity. Pursuit of any remedy by either party will

not constitute a forfeiture or waiver of any damages accruing to a party by reason of the violation of any of the other party's obligations under this Development Agreement. Forbearance by a party to enforce one or more of the remedies provided upon the occurrence of an Event of Default will not be construed to constitute a waiver of the default.

## **Article V Miscellaneous**

**Section 5.1 Term of Agreement.** This Development Agreement will be effective as of its date and will continue in full force and effect for the Exemption Period as set forth in this Development Agreement except that the rights and obligations set forth in Section 2.4 of this Development Agreement shall survive the termination of the term or expiration of this Development Agreement.

**Section 5.2 Information for Review.** To the extent required under the Act and any other Applicable Law, the Owner must supply or cause to be supplied to the Village from time to time such information as the Village may reasonably request in connection with the preparation of reports required by the State of Ohio, the County, or any other public agency, under the Act and any other Applicable Law.

**Section 5.3 Discrimination Prohibited.** The Owner must not, in the use and redevelopment of the Development Property, discriminate against any person or group of persons based upon race, creed, sexual orientation, religion, color, age, national origin or ancestry in the sale or other transfer of the Development Property, and must bind its successors by appropriate agreements and covenants running with the land enforceable by the Village.

**Section 5.4 Force Majeure.** If the Owner is delayed or hindered in, or prevented from the performance of any covenant or obligation of the Owner with respect to performance of the New Construction as a result of strikes, lockouts, shortages of labor, fuel or materials, acts of God, causes associated with unusual weather conditions enemy acts, fire or other casualty, or other cause beyond the reasonable control of the Owner (including failure to obtain necessary governmental approvals after the Owner's good faith efforts to obtain them), then the performance of the covenant or obligation will be excused for the period of the delay, hindrance or prevention and the period for the performance of the covenant or obligation will be extended by the number of days equivalent to the number of days of the delay, hindrance or prevention. The Owner's right to this extension will only be permitted if the Owner provides written notice of the delay within 90 days of the date the Owner obtains knowledge of the delay. In no event will any delay or hindrance in or prevention from the performance of any covenant or obligation described in this Section 5.4 constitute a termination of this Development Agreement.

**Section 5.5 Amendments and Waivers.** This Development Agreement will not be amended, supplemented, or modified except by an instrument in writing, signed by the Village and the Owner.

**Section 5.6 Entire Agreement.** This Development Agreement, with the TIF Ordinance and TIF Declaration, set forth the entire agreement between the parties as to its subject matter and merges and supersedes all previous discussions, agreements, and undertakings between the parties with respect to the subject matter of this Development Agreement.

**Section 5.7 Counterparts.** This Development Agreement may be signed in any number of counterparts, each of which constitute an original but all of which constitute one agreement. Any party to this Development Agreement may sign this Development Agreement by signing any counterpart. Additionally, the parties agree that for purposes of facilitating the signing of this Development Agreement, (a) the signature pages taken from the separate individually executed counterparts of this Development Agreement may be combined to form multiple fully signed counterparts and (b) a facsimile transmission will be deemed to be an original signature for all purposes. All executed counterparts of this Development Agreement will be deemed to be originals, but all counterparts taken together or collectively, as the case may be, will constitute one and the same agreement.

**Section 5.8 Notice.** All notices, communications, requests and demands between the parties required or permitted to be given under this Development Agreement to be effective must be in writing (including without limitation by facsimile transmission), and, unless otherwise expressly provided, will be deemed to have been sufficiently given or made when physically delivered or mailed by U.S. registered or certified mail or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows, or to any address as may be notified in writing by the parties.

(a) Notices to the Village:

Mayor Michael Wheeler  
Village of Richfield  
4410 West Streetsboro Road  
P. O. Box 387  
Richfield, Ohio 44286-0387  
Telephone: (330) 659-9201  
Facsimile: (330) 659-4906  
mwheeler@richfieldvillageohio.org

With a copy to:

Alejandro V. Cortes, Esq.  
Walter & Haverfield LLP  
The Tower at Erievuew  
1301 East Ninth Street, Suite 3500  
Cleveland, Ohio 44114-1821  
Telephone: (216) 619-7877  
Facsimile: (216) 575-0911

acortes@walterhav.com

(b) Notices to the Owner:

c/o Empaco Equipment Corporation  
Attn: Mark Pawuk, President  
PO Box 535  
2958 Brecksville Road  
Richfield, OH 44286-0535  
Email: pawukm@empacoequipment.com

With a copy to:

Buckingham, Doolittle & Burroughs, LLC  
1375 E. Ninth St., Ste. 1700  
Cleveland, OH 44114  
Attn: David J. Lindner, Esq.  
Telephone: (216) 621-5300  
Email: dlindner@bdbl.com

**Section 5.9 Successors and Assigns.** This Development Agreement will be binding upon and inure to the benefit of the Village and the Owner, and their respective successors and assigns. The Owner may not assign this Development Agreement or any of its rights or obligations in whole or in part to any person without the prior written consent of the Village, which consent must not be unreasonably withheld.

**Section 5.10 Governing Law.** This Development Agreement and the rights and obligations of the parties under this Development Agreement will be governed by, and construed and interpreted in accordance with, the law of the State of Ohio without regard to conflict of laws principles.

**Section 5.11 Severability.** Any provision of this Development Agreement that is prohibited or unenforceable in any jurisdiction will, as to the jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable the provision in any other jurisdiction.

**Section 5.12 Headings and Table of Contents.** The headings and table of contents contained in this Development Agreement are for convenience of reference only and will not limit or otherwise affect the meaning.

IN WITNESS WHEREOF, the Village and the Owner have each caused this Development Agreement to be executed after due authorization as of the date aforesaid.

**VILLAGE OF RICHFIELD**

By: Michael Wheeler  
Michael Wheeler, Mayor

Date: 12-14, 2022

And: Sandy Turk  
Sandy Turk, Finance Director

Date: Sandy Turk, 2022 12-14-22

**SEABREEZE NORTH CORPORATION**

By: Mark Pawuk  
Mark Pawuk, President

Date: December 14<sup>th</sup>, 2022

**COWBOY PROPERTY  
MANAGEMENT, LLC**

By: Manager  
Its: Manager

Date: 12-14<sup>th</sup>, 2022

Approved as to legal form and correctness:

Algin V. All  
Director of Law  
Village of Richfield, Ohio

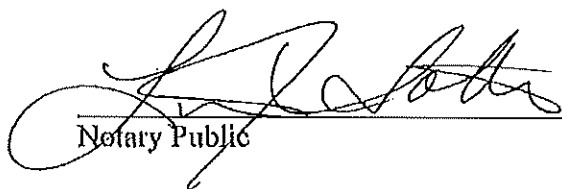
STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF SUMMIT     )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Michael Wheeler and Alexandra Turk, known to me to be the Mayor and Director of Finance of the VILLAGE OF RICHFIELD, OHIO, respectively, who executed the foregoing instrument, and acknowledged to me that they did sign said instrument in the name and on behalf of said entity.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal at Richfield, Ohio this 14 day of December, 2022.



LAURA J. TOTH  
Notary Public, State of Ohio  
My Commission Expires  
August 20, 2025

  
\_\_\_\_\_  
Notary Public

STATE OF OHIO )  
 ) SS:  
COUNTY OF SUMMIT )

BEFORE ME, a Notary Public in a and for said County and State, personally appeared Mark Pawuk, known to me to be the President of Seabreeze North Corporation, a Florida corporation, which executed the foregoing instrument, and acknowledged to me that he did sign said instrument in the name and on behalf of said corporation. This is an acknowledgement. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal at RICHFIELD, Ohio this 14 day of DECEMBER 2022.



LAURA J. TOTH  
Notary Public, State of Ohio  
My Commission Expires  
August 20, 2025

  
Notary Public

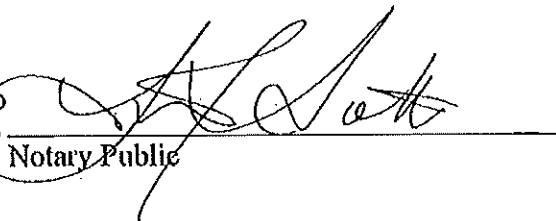
STATE OF OHIO )  
 ) SS:  
COUNTY OF SUMMIT )

BEFORE ME, a Notary Public in a and for said County and State, personally appeared Mark Pawuk, known to me to be the of Cowboy Property Management, LLC, an Ohio limited liability company, which executed the foregoing instrument, and acknowledged to me that he did sign said instrument in the name and on behalf of said limited liability company. This is an acknowledgement. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal at RICHFIELD, Ohio this 14 day of DECEMBER 2022.



LAURA J. TOTH  
Notary Public, State of Ohio  
My Commission Expires  
August 20, 2025

  
Notary Public

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF SUMMIT    )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Mark Pawuk, known to me to be the President of Seabreeze North Corporation, an Ohio limited liability company, which executed the foregoing instrument, and acknowledged to me that he did sign said instrument in the name and on behalf of said limited liability company.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal at RICHFIELD, Ohio this 14 day of DECEMBER, 2022.



LAURA J. TOTH  
Notary Public, State of Ohio  
My Commission Expires  
August 20, 2025

A handwritten signature in black ink, appearing to read "Laura J. Toth", written over a horizontal line.

Prepared by:

Alejandro V. Cortes, Esq.  
Walter | Haverfield LLP  
1300 East 9<sup>th</sup> Street, Suite 3500  
Cleveland, Ohio 44114

INDEX OF EXHIBITS

Schedule 1	-	Definitions
Exhibit A	-	Property Map
Exhibit B	-	Development Property Legal Description
Exhibit C	-	The Development Improvements
Exhibit D	-	The Public Improvements
Exhibit E	-	Improvement Plans for Roadway Extension (Highlander Parkway/Congress Parkway)

**Schedule 1  
Definitions**

The following defined terms are used in the Development Agreement:

“Act” means Sections 5709.40, et seq., Revised Code.

“Applicable Laws” means all federal, state, and local laws, ordinances, resolutions, regulations, and codes, including the Act, governing the design, planning, construction, and installation of the Public Improvements.

“County” means Summit County, Ohio.

“Cuyahoga Valley Joint Vocational School District” means the Board of Education of the Cuyahoga Valley Joint Vocational School District.

“Development Agreement” means this Development Agreement, between the Village and the Owner dated as of October \_\_\_\_, 2022, as amended and supplemented in accordance with its terms.

“Development Improvements” means the land acquisition, utility extensions, engineering and inspections, building construction, and other improvements to the Development Property described in Exhibit B.

“Development Property” means the real property identified as a permanent parcel number 5001332 and depicted in the attached hereto Exhibit B.

“Event of Default” means any of the events described in Section 4.1.

“Exemption Period” means the ten (10) year period of abatement of real property taxes on New Construction, established in the TIF Ordinance and beginning in the tax years described in Section 3.1 for each portion of the New Construction.

“Improvement Plans” means the plans, specifications, profiles, and cost estimates of the Development Improvements, prepared by or for the Owner, in accordance with the requirements of all applicable governmental authorities.

“Improvements” means collectively the Development Improvements and the Public Improvements.

“New Construction” means the buildings and other improvements completed on the Development Property after the date of this Development Agreement during the Exemption Period, including the Development Improvements.

“Owner” means Seabreeze North Corporation and Cowboy Property Management.

"Permitted Encumbrances" means the zoning resolutions, easements for utilities, and all other restrictions or conditions on title. The term does not include any mortgage lien, other liens or title exceptions that are superior to or on a parity with the covenants running with the land contained in the Development Agreement, except liens for real property taxes and special assessments.

"Project" means the development and construction of the Improvements to the Development Property.

"Public Improvements" means the construction of the public road extension from Highlander Parkway and acquisition in aid of industry, commerce, distribution or research and any installation deemed necessary of additional sewer improvements, development and construction of public facilities, road extensions, intersection upgrades, reconstruction of roadways, and related public infrastructure improvements described in Exhibit D.

"Revere Local School Board" means the Board of Education of the Revere Local School District.

"Service Payments" means the payments in lieu of taxes paid by the Owner in accordance with Section 3.2 with respect to the Development Improvements and any other New Construction under this Development Agreement.

"TIF" means the tax increment financing by the Village for the Development Improvements.

"TIF Declaration" means the Declaration of Covenants and Conditions Relative to Service Payments in Lieu of Taxes to be recorded in the Summit County Fiscal Office as an encumbrance upon the Development Property.

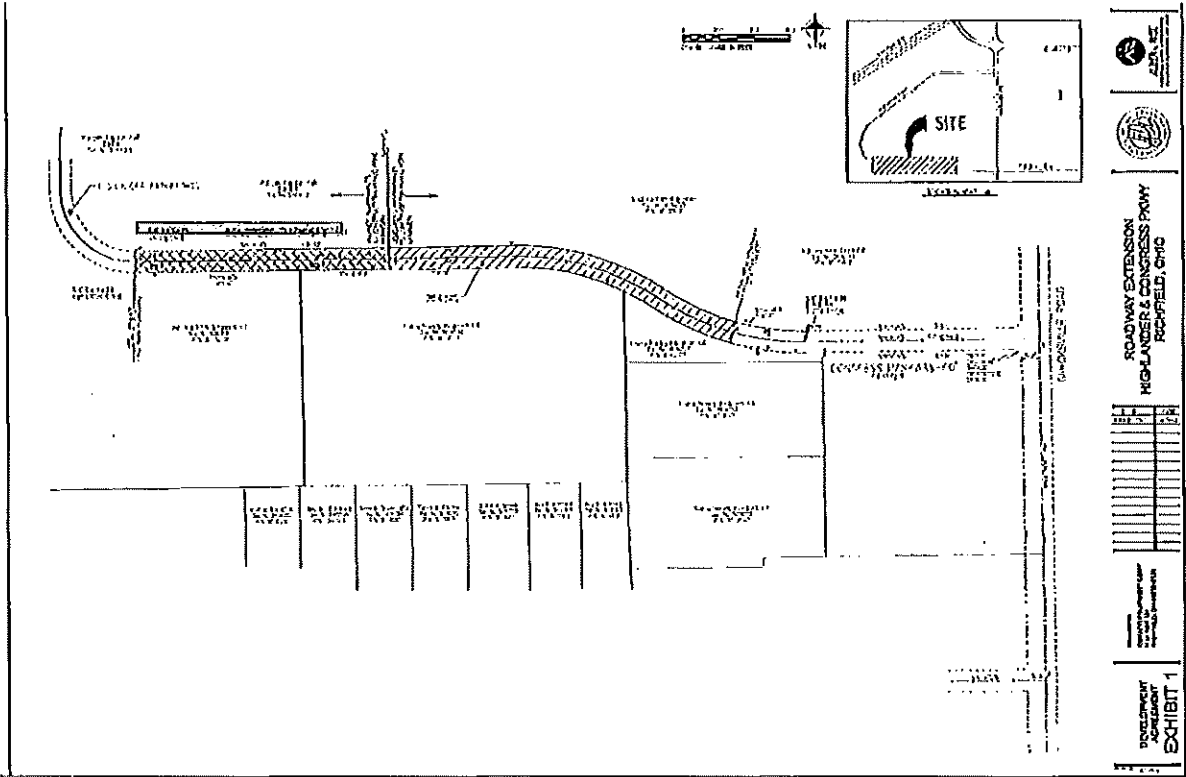
"TIF Ordinance" means Ordinance No. [Insert No.], adopted [Insert Date] by Village Council declaring a portion of improvements to be a public purpose and approving an agreement for tax increment financing for public infrastructure improvements benefiting those parcels.

"TIF Program" means the Village Council's establishment of, in accordance with the Act, a tax increment financing program authorizing the Village to declare improvements to certain parcels of real property to be a public purpose, and authorizing the Mayor to negotiate agreements for tax increment financing.

"Village" means the Village of Richfield, Ohio.

# EXHIBIT A

## MAP OF PROPERTY



**EXHIBIT B**

LEGAL DESCRIPTION

Situated in the Village of Richfield, County of Summit and State of Ohio:

And known as being a part of Lot 7, Tract 3 in said Village and further described as follows:

Commencing at a point in the East line of said Lot 7 and the old centerline of Cleveland-Massillon Road, which is South 0 deg. 03' East, 189.29 feet from the Southwest corner of Richfield Industrial Park Section One, as recorded in Plat Book 60, Page 17, Summit County Record of Plats;

Thence South 89 deg. 47' West along the North line of lands now or formerly owned by Duff Truck Lines, 600.00 feet to the true place of beginning of Lands hereby described;

Thence North 0 deg. 03' West, 566.44 feet to a point in the South line of Congress Parkway as dedicated in Plat Book 73, Page 67 of Summit County Records;

Thence South 89 deg. 49' 50" West along the South line of said Congress Parkway 46.93 feet to a point of a curve;

Thence Northwesterly continuing along the South line of said Congress Parkway and the proposed future extension of said road, following the arc of a curve convex to the Southwest and tangent to the last mentioned earing (central angle 34 deg. 08' 10", radius 746.20 feet, chord 438.03 feet, chord bearing North 73 deg. 06' 05" West and arc distance of 444.58 feet to a point of reverse curve;

Thence Northwesterly, continuing along the South line of said proposed future extension of said road, following the arc of a curve convex to the Northeast (Central angle 34 deg. 08' 10", radius 686.20 feet, chord 402.81 feet, chord bearing North 73 deg. 06' 05" West); an arc distance of 408.83 feet;

Thence South 89 deg. 49' 50" West, continuing along the South line of said proposed future extension of road, 598.61 feet;

Thence South 0 deg. 03' East, 596.99 feet to a point in the Grantor's South lines;

Thence North 89 deg. 49' 50" East, along Grantor's South line, 900.13 feet to an iron pipe;

Thence South 1 deg. 23' East, 241.77 feet to an iron pipe;

Thence North 89 deg. 47' East, 369.11 feet to an iron pipe;

Thence North 0 deg. 03' West, 25.00 feet to an iron pipe;

Thence North 89 deg. 47' East, 175.00 feet to the true place of beginning and Containing, as surveyed in October, 1966 by Swigart & Moore, 20.2227 acres of land.

( )

**EXHIBIT C**

DEVELOPMENT IMPROVEMENTS

The Development Improvements consist of the following:

Construction of two new truck maintenance facility buildings on permanent parcel 5001332.

## EXHIBIT D

### PUBLIC IMPROVEMENTS

1. The provisions of funds to acquire land in aid of industry, commerce, distribution, or research in accordance with Section 5709.40(A)(8) of the Revised Code.
2. Traffic control and road improvements and major repairs and resurfacing.
3. Communications infrastructure, including but not limited to fiber optic lines and wireless internet communications systems, for new and existing facilities.
4. Public sanitary sewer and/or water line improvements and major repairs for those facilities that serve the Development Property and other properties.
5. Village of Richfield building and capital equipment projects and purchases to facilitate the services of the Village roads, grounds, sewer, water, and general service departments for the purposes of ongoing road maintenance, right of way maintenance, sewer and water facilities maintenance, snow plowing and other services.
6. Village of Richfield facilities, buildings and capital equipment purchases to facilitate the provision of police, fire, emergency medical services and general administrative services provided by the Village of Richfield.
7. The acquisition of real property for the purposes stated above, for buffering between economic development areas and residential areas and for purposes of economic development within the Village of Richfield.
8. Creation of a façade/property improvement grant and/or loan program for structures located in the Village commercial districts.
9. Construction of necessary stormwater management infrastructure needed to support the Project.
10. Any and all other public improvements and public infrastructure improvements, including public parking, defined under R.C. 5709.40, including any necessary appurtenances.

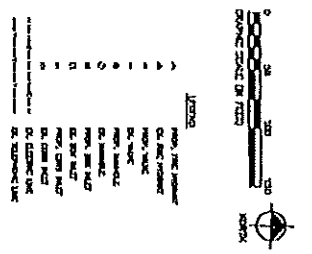
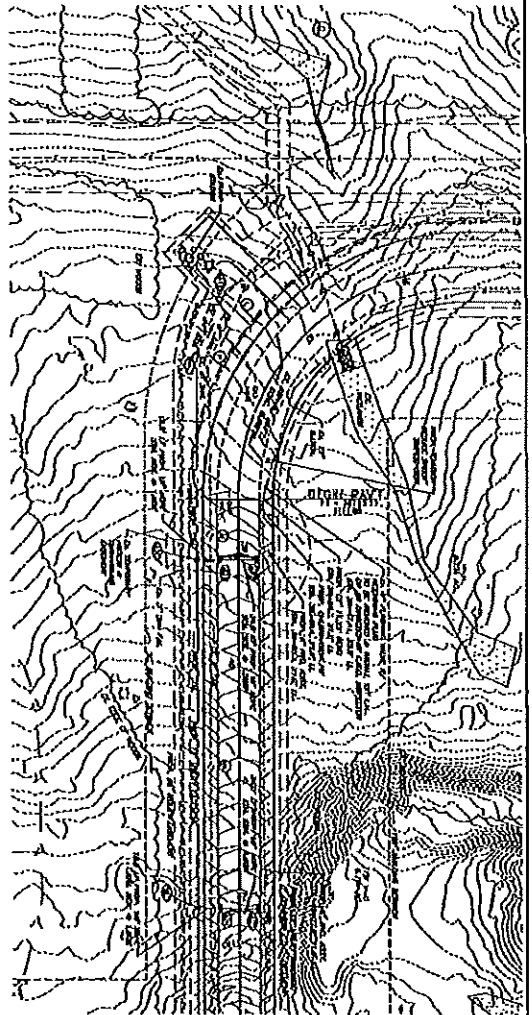
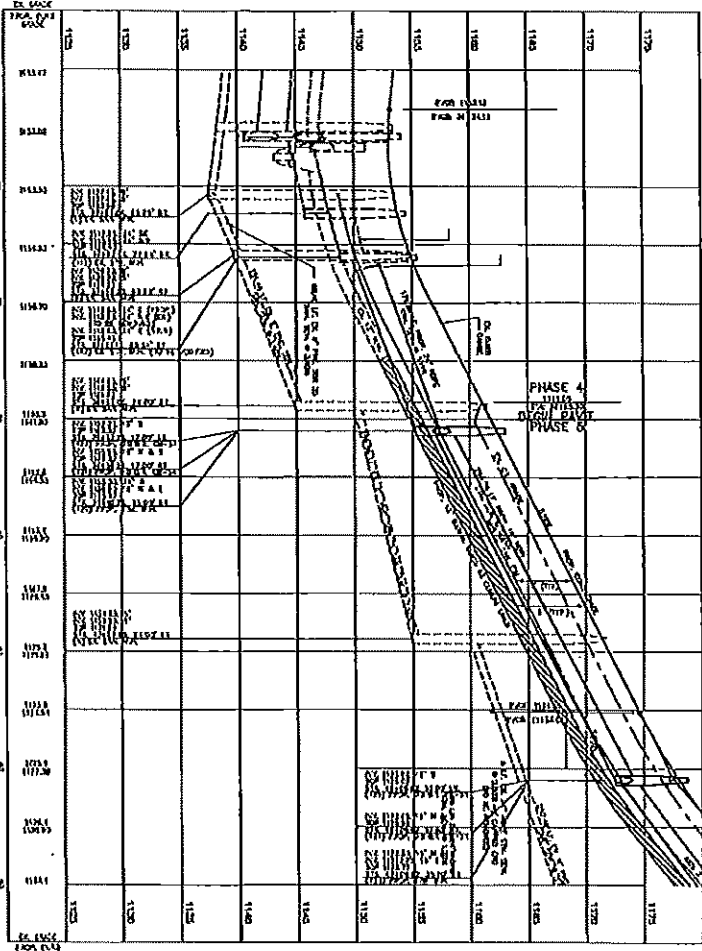
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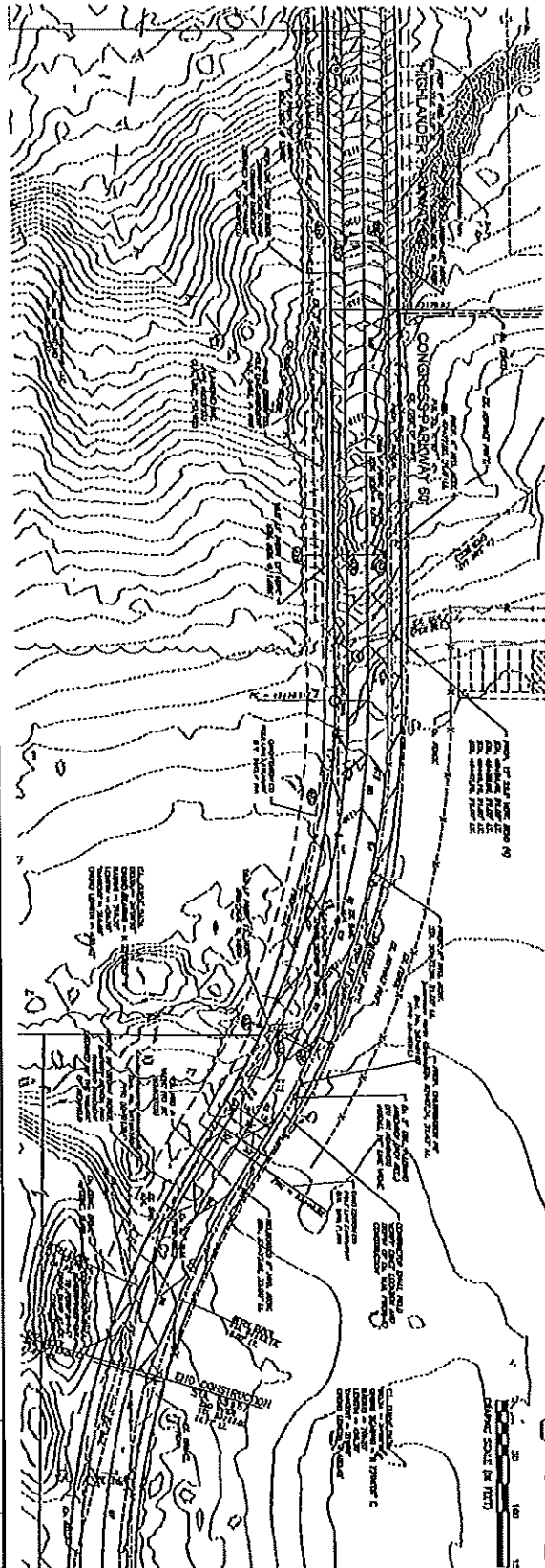
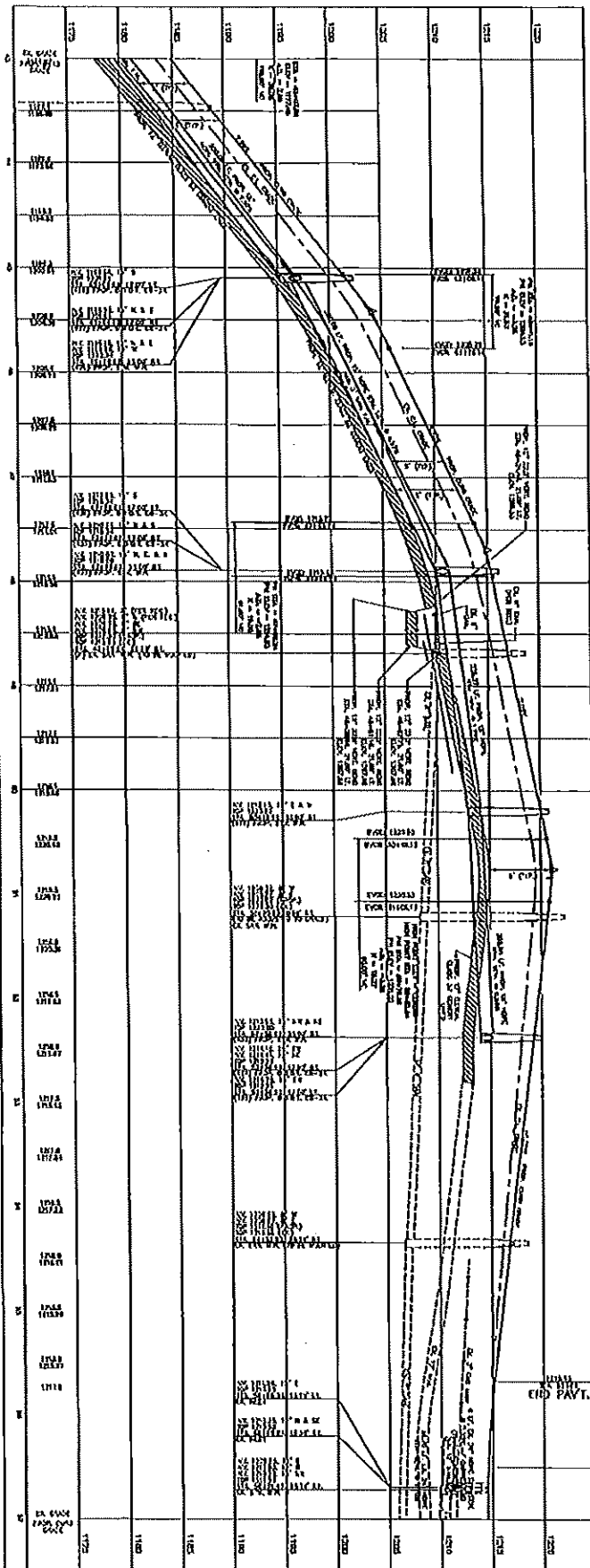
PLAN & PROFILE  
 BEGIN TO STA 43+00  
 SD-5

IMPACTOR ENGINEERING CORP  
 P.O. BOX 44335  
 RICHFIELD, OH 44126-0335

ROADWAY EXTENSION  
 HIGHLANDER & CONGRESS PKWY  
 RICHFIELD, OHIO



ALDEN & RICE  
 ENGINEERS & ARCHITECTS  
 11111 W. 12TH AVE.  
 RICHFIELD, OH 44126-1111



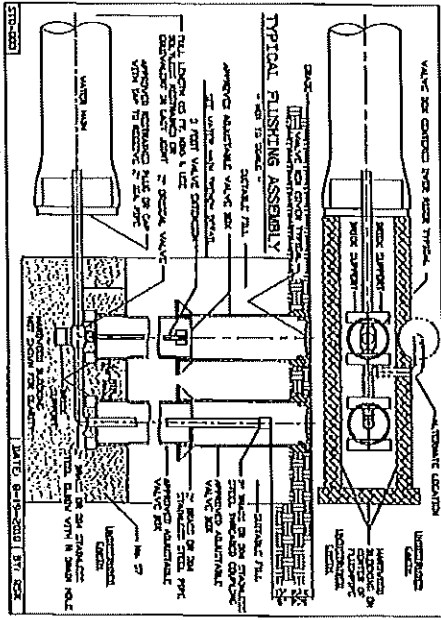
PLAN & PROFILE  
 STA 43+00 to END  
 SD-6

ENGINEER  
 ESPACO EDDY & WEST CORP  
 P.O. BOX 515  
 RICHTFIELD, OHIO 43085-0515

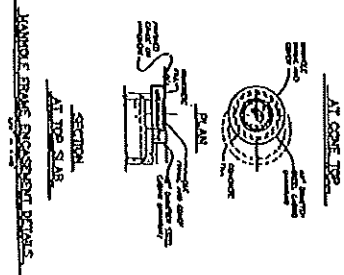
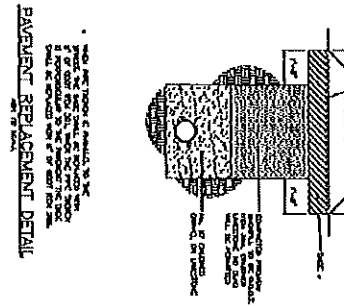
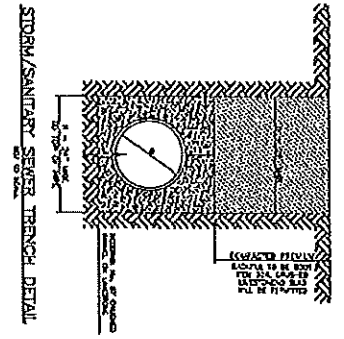
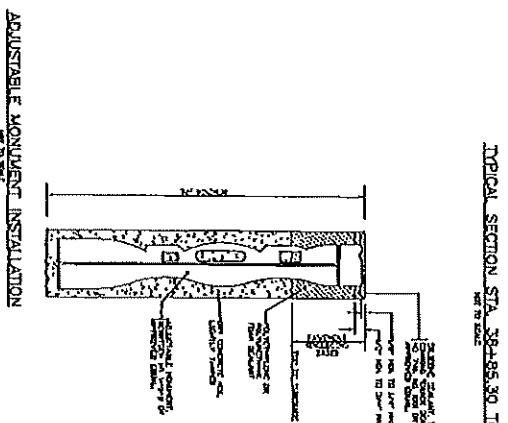
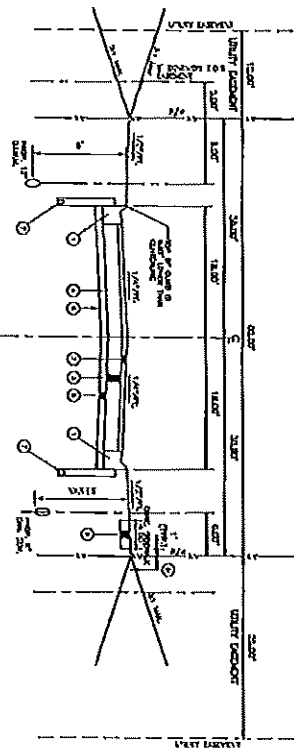
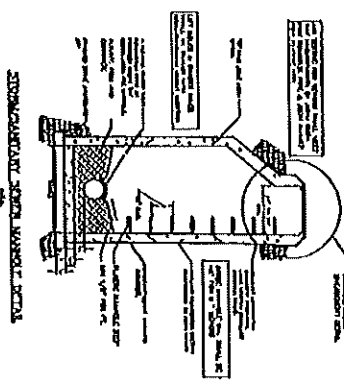
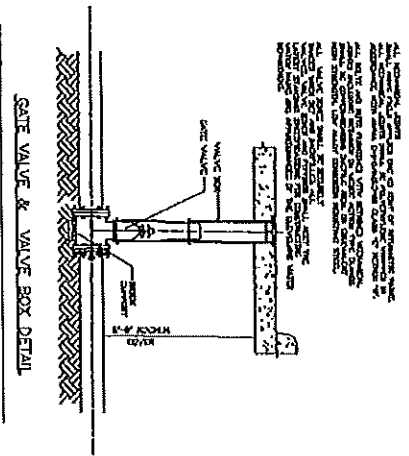
ROADWAY EXTENSION  
 HIGHLANDER & CONGRESS PKWY  
 RICHTFIELD, OHIO







- 1. 1/2" VALVE
- 2. 1/2" VALVE OPERATOR
- 3. 1/2" VALVE OPERATOR
- 4. 1/2" VALVE OPERATOR
- 5. 1/2" VALVE OPERATOR
- 6. 1/2" VALVE OPERATOR
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- 17. 1/2" VALVE OPERATOR
- 18. 1/2" VALVE OPERATOR
- 19. 1/2" VALVE OPERATOR
- 20. 1/2" VALVE OPERATOR



1. ROADWAY EXTENSION SHALL BE MADE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

2. THE VALVE OPERATOR SHALL BE MADE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

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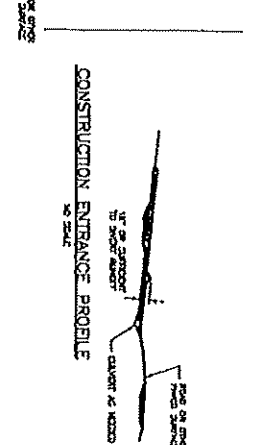
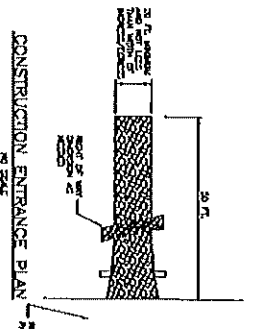
17. THE VALVE OPERATOR SHALL BE MADE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

18. THE VALVE OPERATOR SHALL BE MADE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

19. THE VALVE OPERATOR SHALL BE MADE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

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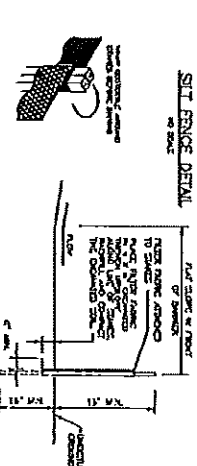
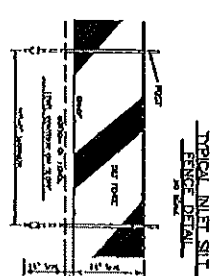
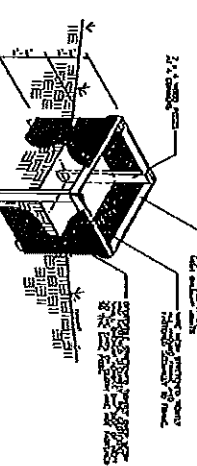
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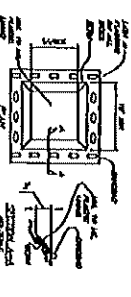
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**SILT FENCE**

1. THE SILT FENCE SHALL BE CONSTRUCTED AT EACH ROAD CROSSING TO PREVENT THE ESCAPE OF MATERIALS FROM THE CONSTRUCTION SITE TO ADJACENT AREAS.
2. THE SILT FENCE SHALL BE CONSTRUCTED TO PREVENT THE ESCAPE OF MATERIALS FROM THE CONSTRUCTION SITE TO ADJACENT AREAS.
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4. THE SILT FENCE SHALL BE CONSTRUCTED TO PREVENT THE ESCAPE OF MATERIALS FROM THE CONSTRUCTION SITE TO ADJACENT AREAS.



ITEM	QUANTITY	UNIT	PRICE
1. SILT FENCE	100	LINEAL FEET	1.00
2. CONCRETE CURB	100	LINEAL FEET	2.00
3. GRAVEL	100	CY	1.00
4. ROAD TO CROSS	100	LINEAL FEET	1.00



TEMPORARY CONCRETE MASSICUT EROSION DETAIL. THE MASSICUT SHALL BE CONSTRUCTED TO PREVENT THE ESCAPE OF MATERIALS FROM THE CONSTRUCTION SITE TO ADJACENT AREAS.

**TEMPORARY SEEDING**

ITEM	QUANTITY	UNIT	PRICE
1. SEEDING	100	SQ YD	1.00
2. MULCH	100	SQ YD	2.00
3. EROSION CONTROL MAT	100	SQ YD	3.00

1. THE TEMPORARY SEEDING SHALL BE CONSTRUCTED AT EACH ROAD CROSSING TO PREVENT THE ESCAPE OF MATERIALS FROM THE CONSTRUCTION SITE TO ADJACENT AREAS.
2. THE TEMPORARY SEEDING SHALL BE CONSTRUCTED TO PREVENT THE ESCAPE OF MATERIALS FROM THE CONSTRUCTION SITE TO ADJACENT AREAS.
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