

RESOLUTION NO. 65-2000

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH LARRY WOJTALA

BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into a Development Agreement with Larry Wojtala, a copy of which is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: June 28, 2000

Michael P. Lyons
President of Council

Donald H. Arsen
Mayor

Dated: 7/5/2000

ATTEST:

Carole Gibson
Clerk of Council

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 17th day of November, 2000, by and between the VILLAGE OF RICHFIELD, 4410 West Streetsboro Road, P. O. Box 387, Richfield, Ohio 44286-0387 and LARRY WOJTALA, 2500 Fawn Chase, Richfield, Ohio 44286 ("Wojtala").

WHEREAS, Wojtala currently has an option to purchase a certain approximately seven (7) acre parcel described in Exhibit "A" attached hereto on the north side of Streetsboro Road between Brecksville Road and Humphrey Road from the United Methodist Church; and

WHEREAS, Wojtala has represented to the Village that he wishes to construct senior housing on the property; and

WHEREAS, the Planning Commission has recommended that the senior housing be limited to twenty-one (21) units; and

WHEREAS, the Planning Commission has further recommended that the site plan attached hereto as Exhibit "B" and incorporated herein fully as if by reference contain deed restrictions limiting the area on the north portion of the property be left undeveloped; and

WHEREAS, Wojtala has further requested rezoning of the property from the current R2 District to the R3 District; and

WHEREAS, the Planning Commission has recommended this rezoning conditioned upon Wojtala restricting the parcel to senior citizen housing; of no more than twenty-one (21) units; and with no development on the northern portion of the property; and

WHEREAS, Wojtala has further agreed to extend water lines from Brecksville Road to the development at no cost to the Village or other property owners.

NOW, THEREFORE, IT IS HEREBY AGREED between Wojtala and the Village of Richfield as follows:

1. Wojtala shall construct senior housing on the property listed as Exhibit "A." Wojtala shall not construct more than twenty-one (21) units on the property. The construction of the units shall be in the area set forth on the site plan attached as Exhibit "B." All areas shaded in yellow on Exhibit "B" shall be deed restricted by Wojtala so that they shall be left in a natural condition and/or landscaped and no construction of housing, parking or accessory structures of any kind shall be permitted on the restricted property.

2. Prior to any development on the property, Wojtala, or his successors and assigns, shall obtain approval from the City of Cleveland Water Department to extend water lines to the property. Further, Wojtala, or his successors or assigns, shall not use wells to develop the property and, at his sole cost and expense, shall provide water to the property from Brecksville Road. Engineering for the extension of the water lines shall be paid for by Wojtala and shall be reviewed and approved by the Village Engineer. Construction of the water lines shall be in accordance with Village standards and inspected by the Village Engineer, the cost of which inspection shall be paid for by Wojtala. Upon completion of construction and certification by the Village Engineer, Wojtala shall immediately offer the lines in the public right-of-way in State Route 303 for dedication, free of charge, the water lines to the Village.

3. In construction of the senior housing units, Wojtala shall comply with all requirements of the Village for site development, including construction of drives, landscaping, location and size of retention ponds, stormwater runoff, etc. All final plans of Wojtala shall be reviewed and approved, at no expense to the Village, by the Village Engineer, Fire Department, Police Department, Service Department, Law Department and Planning Commission. Prior to final

approval, Wojtala, or his successors and assigns, shall obtain an agreement with any and all other property owners, upon whose property the water and/or sewer lines servicing Wojtala's property may cross, that the Village of Richfield shall have the right to enter such property and shall have access to said lines for any and all maintenance purposes.

4. Within sixty (60) days of the passage of an Ordinance rezoning the property to the R3 District, Wojtala shall prepare and file deed restrictions on the property generally in the form of Exhibit "C" attached hereto, acceptable to the Village Law Director, which will insure that the number of units shall not exceed twenty-one (21); the units will accommodate senior housing; and restrictions on site development on the north side of the property will be adhered to by Wojtala, his successors and assigns.

5. This Agreement may not be assigned by either party without the express written consent of the other party.

6. This Agreement may not be canceled or modified except by the mutual consent of Wojtala and the Village, which consent of the Village shall be exhibited by a Resolution duly passed by the Village Council.

7. The Village, by and through its Council, may terminate or modify this Agreement based upon evidence that Wojtala, or any successor in interest thereto, has not complied with the terms and conditions of this Agreement. The Village may also rescind the rezoning of the property to R3 if Wojtala has not filed deed restrictions restricting the property as agreed to herein within thirty (30) days of the effective date of the rezoning.

8. Change in Applicable State or Federal Law. In the event that state or federal laws or regulations are enacted after the execution of the Development Agreement to prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of the Agreement

shall be modified or suspended to the extent necessary to comply with such state or federal laws or regulations.

IN WITNESS WHEREOF, the parties have set their hands as of the date and place first above written.

Signed in the presence of:

Raymond Sween
John L. Walsh
Raymond Sween

VILLAGE OF RICHFIELD

By: Donald H. Larsen
Its Mayor
And: Elaine Sabanci
Its Finance Director
Larry Wojtala
Larry Wojtala