

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH 21 SOUTH, LTD. FOR THE DEVELOPMENT OF CAMBRIDGE COURT AND DECLARING AN EMERGENCY

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

SECTION 1. That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into a Development Agreement with 21 South Ltd. for the development of Cambridge Court, a copy of which Agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. 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 order to provide necessary street improvements; 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: October 6, 1998

Michael Johnson  
President of Council

Ronald H. Lassen  
Mayor

Dated: 10/6/98

ATTEST:  
Carole Johnson  
Clerk of Council



EXHIBIT "A"

AGREEMENT

THIS AGREEMENT made and entered into this 6th day of October, 1998 by and between the VILLAGE OF RICHFIELD, 4410 West Streetsboro Road, P. O. Box 387, Richfield, Ohio 44286-0387 ("Richfield") and 21 SOUTH LTD., an Ohio Limited Liability Company, 6728 Seneca Road, Mayfield Village, Ohio 44143 ("Developer").

WHEREAS, Developer has purchased certain property on Brecksville Road in the Village of Richfield, a legal description of which property is attached hereto as Exhibit "A" and incorporated herein fully as if by reference, being Permanent Parcel Nos. 5001274<sup>5001354</sup> and 5001275; and

WHEREAS, the Developer contemplates improving the property as the Cambridge Court Subdivision; and

WHEREAS, the concept plan for the Cambridge Court Subdivision has been reviewed and approved by the Planning Commission of Richfield; and

WHEREAS, the Developer has petitioned for the improvement of Cambridge Court a distance of approximately 440 feet; and

WHEREAS, Richfield believes that there will be certain advantages to the Village by the acceptance of the Improvement Petition for Cambridge Court; and

WHEREAS, Richfield further wishes to insure a high quality of development for those parcels on Cambridge Court to include landscaping and for the buildings to be constructed; and

WHEREAS, the Developer agrees and supports the use of high quality landscaping and building materials on the properties to be developed and has every intention of developing a high quality development.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties:

1. That the Council of Richfield, in consideration of the commitments and undertakings by the Developer set forth in this Agreement shall pass Resolution No. 64-1998 entitled "A Resolution Authorizing The Acceptance Of An Improvement Petition For Cambridge Court And Declaring An Emergency."

2. The Developer shall develop Cambridge Court in accordance with the previous subdivision plan previously approved by the Planning Commission of Richfield.

3. The Developer, by means of deed restrictions, shall restrict those parcels fronting on Brecksville Road so that there shall be no further curb cuts on Brecksville Road other than the Cambridge Court street and all access on Cambridge Court shall be by means of interior access.

4. The Developer, as indicated in the Improvement Petition, shall support the inclusion of high quality landscaping in the public right-of-way along Cambridge Court, where necessary.

5. Additionally, for those properties that the Developer will develop itself, the Developer will support and utilize high quality landscaping in accordance with reasonable standards to be developed by Richfield through its Planning Commission and ordinances. For those parcels which the Developer sells, the Developer shall insure compliance with the landscaping requirements set forth in this paragraph either through a specific provision in the Purchase Agreement or through a deed restriction informing the prospective purchaser of Richfield's landscaping requirements.

6. For those properties which the Developer intends to develop itself, the Developer shall insure utilization of high quality exterior materials on all buildings and structures. For example, the Developer shall not use vinyl siding or equivalent type materials for the skin of the buildings. The Developer shall strive to utilize masonry or other equivalent high quality architectural exterior materials on the buildings for the skin of the buildings. All exterior materials

shall be reviewed and approved by the Planning Commission of Richfield. For those properties which the Developer intends on selling, the Developer shall insure compliance with the requirements of this paragraph either through a specific provision in the Purchase Agreement or through a deed restriction informing the purchaser of the parcel of the requirements of this paragraph.

7. Developer will furnish a letter of credit, approved in form by Richfield Law Director, to cover payment of the agreed-upon professional fees set forth in the Improvement Petition if Cambridge Court is not installed.

8. Developer and Richfield agree that the provisions of this Agreement are made necessary in order to control curb cuts on Brecksville Road, are further made necessary because of the location of the parcel on Brecksville Road and are made necessary because of Richfield's concern for safety, traffic control and promotion of a high-quality development within the Village.

9. This Agreement is subject to the approval of the Richfield Village Council. Upon approval by the Richfield Village Council, this Agreement shall become binding upon the Developer and Richfield, provided Cambridge Court is installed in accordance with the Improvement Petition.

10. Notices. All notices and communications of any type given by the Developer or Richfield shall be in writing and delivered to the person to whom notice is to be directed, either in person (provided that such delivery is confirmed by courier delivery service) or by expedited delivery service with proof of delivery or by United States Mail, postage prepaid, as a registered or certified item, return receipt requested. The proper address for Richfield is:

Village of Richfield  
4410 West Streetsboro Road  
P. O. Box 387  
Richfield, Ohio 44286-0387  
Attention: Mayor

The proper address for Developer is:

21 South Ltd., an Ohio Limited Liability Company  
6728 Seneca Road  
Mayfield Village, Ohio 44143  
Attention: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have hereunto fixed their names and caused the same to be done by their duly authorized officers and representatives on the date indicated below.

WITNESS:

VILLAGE OF RICHFIELD

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its Mayor

And: \_\_\_\_\_  
Its Finance Director

21 SOUTH LTD., An Ohio Limited Liability Company

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

And: \_\_\_\_\_  
Its \_\_\_\_\_

APPROVED AS TO FORM.

\_\_\_\_\_  
Law Director, Village of Richfield