

LORAIN COUNTY COMMISSIONERS

Michelle Hung President David J. Moore
Vice President

Matt Lundy Member



ccstass Fly

December 8, 2021

RECEIVED

DEC 1 3 2021

KEN CARNEY LORAIN COUNTY ENGINEER

Ken Carney LC Engineer 247 Hadaway Street Elyria, Ohio 44035

Dear Mr. Carney:

Lorain County Board of Commissioners adopted Res#21-753 on December 8, 2021 approving and entering into the Subdivider Agreement with Columbia Creekside LLC, Richard Beran, Subdivider for Creekridge Subdivision No. 2, Columbia Township

This is being forward for your information along with the documents for your distribution

Sincerely,

Theresa L. Upton

Clerk

tlu

Enclosure

Cc:

Christin Brandon, LCCDD Planning

File

MelissaTursack- Purchasina

	RESOLUTION	NO. 21-	/53
)			

In the matter of approving and entering into the)		
Subdivider Agreement with Columbia Creekside LLC,)	December 8, 202	.1
Richard Beran, Subdivider for Creekridge Subdivision No.	2,)		
Columbia Township)		

WHEREAS, Lorain County Engineer has requested to enter into a Subdivider Agreement with Columbia Creekside LLC, Richard Beran, Subdivider, for Creekridge Subdivision No. 2 in Columbia Township; and

WHEREAS, the Subdivider has submitted proof of ownership--a title report from 1st Nationwide Title Agency, Ltd., proof of tax payment, certificate of insurance from Westfield Insurance Company, his engineer's estimate of construction cost, and a copy of the cover sheet of the approved engineering plans and specifications; and

WHEREAS, pursuant to the terms of the Subdivider Agreement, the Subdivider agrees to bear all costs and expenses of the improvements contemplated by the Subdivider Agreement, and to pay all plan review, inspection and testing fees; and

WHEREAS, the Lorain County Prosecutor's office has reviewed the Subdivider Agreement and approved its legal form.

NOW, THEREFORE BE IT RESOLVED, by the Lorain County Board of Commissioners that we hereby approve and enter into the Subdivider Agreement with Columbia Creekside LLC, Richard Beran, Subdivider for Creekridge Subdivision No. 2 in Columbia Township.

Subdivider agreement is as follows;

a.19

SUBDIVIDER AGREEMENT

This Agreement is entered into this day of warker, 2021 by and between COLUMBIA CREEKSIDE LLC, Subdivider, and the Board of Commissioners of Lorain County, Ohio.

Subdivider herewith furnishes to the Board of Commissioners a Title Guarantee or Commitment of the lands to be subdivided and dedicated as indicated by the approved Improvement Plans and Plat of Creekridge Subdivision No. 2, Columbia Township, Ohio, together with certification that all current taxes are paid.

Subdivider agrees to indemnify, and to save the County of Lorain, its officers, employees and agents, free and harmless from any liability and from all claims for damages of every nature that arise from the construction or installation of all improvements. Subdivider further furnishes proof of insurance in the amount of \$2,000,000 and names the Board of Commissioners and the County Engineer of Lorain County as additional insured parties to support said indemnification. The duration of said insurance shall be for at least one year, and shall further remain in force during the effective period of all guarantees and bonds. Subdivider shall deliver said proof of insurance to the Clerk of Commissioners.

Subdivider agrees to pay the entire cost and expense of all improvements, and to pay all plan review, inspection and testing fees. Subdivider shall further initially deposit \$46,000 with the Lorain County Engineer for inspection and testing fees. Upon demand, Subdivider shall deposit such additional sums as estimated by the Lorain County Engineer to pay said fees. The Lorain County Engineer, upon expiration of all guarantee periods, shall release to Subdivider any unexpended balance of said deposit or deposits.

Subdivider shall construct, install or otherwise make all improvements to the satisfaction of the Lorain County Engineer and to all endorsing agencies as shown and set forth in the approved Plat and engineering Plans and Specifications, together with his Engineer's opinion of probable Construction Costs of Creekridge Subdivision No. 2, all of which are made part of this Agreement.

Subdivider shall commence construction of said improvements within thirty calendar days of execution of this agreement, and shall complete all improvements within one year of the date of this Agreement, unless the Board of Commissioners extends the completion date. Subdivider further agrees that the Lorain County Engineer, acting as agent of the Board of Commissioners, has the right to immediately stop the construction of said improvements for cause.

Subdivider's Engineer, upon completion of improvements, shall revise and update said Plans and Specifications to accurately reflect the improvements as built, and shall deliver same to the Lorain County Engineer. These documents shall become the property of Lorain County.

Subdivider shall warrant all improvements to be free of defects upon their completion. To insure that completed improvements remain in good condition, Subdivider shall guarantee the condition of said improvements for two years to the satisfaction of the Board of Commissioners, in the amount of at least \$115,000 (which is ten percent of his Engineer's opinion of probable Construction Costs), or such other amount and duration recommended by the Lorain County Engineer. During this guarantee period, Subdivider shall promptly repair all defects and all damage at his sole expense.

Subdivider, upon satisfactory performance of all of the above, including satisfactory completion of all utilities, shall request in writing the acceptance by the Board of Commissioners of his offer to dedicate land and public improvements. The Subdivider shall denote upon the Plat the number of the Commissioners' Resolution of Acceptance, prior to endorsement of the Plat by the Lorain County Engineer.

Subdivider agrees that any violation or failure to comply with any of the terms and conditions of this Agreement shall constitute a breach of contract. Subdivider agrees that the Board of Commissioners shall be entitled to all remedies allowable by law, including but not limited to the specific performance of this agreement.

The Board of Commissioners of Lorain County, Ohio hereby grants the Subdivider the right and privilege to make the improvements described herein.

WITNESS:

COLUMBIA CREEKSIDE LLC,
Subdivider

an Ohio limited liability company
5885 Grant Avenue
Cleveland, Ohio 44105

By Richard Beran, Managing Member

WITNESS:

Board of Commissioners of Lorain
County, Ohio
by Michelle Hung, President

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Motion by Hung, seconded by Lundy to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Hung, Lundy & Moore / Nays: None Motion carried.

I, Theresa L. Upton, Clerk to the Lorain County Board of Commissioners do hereby certify that the above Resolution No. 21-753 is a true copy as it appears in Journal No. 2021 on date of December 8, 2021.

Theresa L. Upton, Clerk

SUBDIVIDER AGREEMENT

Thi	s Agr	eement is	entered into t	his <i>8</i>	day of_	December			, 20	21
by	and	between	COLUMBIA	CREEKSIDE	E LLC,	Subdivider,	and	the	Board	of
Coi	mmiss	sioners of	Lorain County	, Ohio.						

Subdivider herewith furnishes to the Board of Commissioners a Title Guarantee or Commitment of the lands to be subdivided and dedicated as indicated by the approved Improvement Plans and Plat of Creekridge Subdivision No. 2, Columbia Township, Ohio, together with certification that all current taxes are paid.

Subdivider agrees to indemnify, and to save the County of Lorain, its officers, employees and agents, free and harmless from any liability and from all claims for damages of every nature that arise from the construction or installation of all improvements. Subdivider further furnishes proof of insurance in the amount of \$2,000,000 and names the Board of Commissioners and the County Engineer of Lorain County as additional insured parties to support said indemnification. The duration of said insurance shall be for at least one year, and shall further remain in force during the effective period of all guarantees and bonds. Subdivider shall deliver said proof of insurance to the Clerk of Commissioners.

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The Board of Commissioners of Lorain County, Ohio hereby grants the Subdivider the right and privilege to make the improvements described herein.

WITNESS: Junior	Ju Curs
	COLUMBIA CREEKSIDE LLC, Subdivider
	an Ohio limited liability company 5885 Grant Avenue Cleveland, Ohio 44105
Tom falk	By Richard Beran, Managing Member
WITNESS:	Board of Commissioners of Lorain
Theresa L Upton	County, Ohio
	by Michelle Hung, President
Approved as to form	

Lorain County Assistant Prosecutor

TITLE REPORT 121-5178

The information shown is derived solely from public records. While the information is usually reliable, it cannot be guaranteed without a full title examination to verify its accuracy.

PROPERTY VESTED IN THE NAME OF: Columbia Creekside, LLC, an Ohio limited liability company

PROPERTY ADDRESS: 58.99 acres of vacant land, Columbia Township, Ohio 44028

EFFECTIVE DATE OF SEARCH: October 12, 2021

LIENS ON PROPERTY:

County Treasurer's General Tax Duplicate shows: Taxes shown as Parcel No. 12-00-002-000-074 listed in the name of Columbia Creekside LLC. Taxes for the full year 2020 are paid as to caption and more land. The above tax figure reflects gross amounts minus reduction factor, rollback deduction, Homestead Deduction, if applicable, bringing amounts actually billed as stated above. Additions of general taxes or assessments, if any, which may hereafter be made by legally constituted authorities. Taxes for the year 2021 are a lien, but not computed or payable. NOTE: We have made no examination for taxes or assessments other than those shown on the current tax duplicate. NOTE: No Liability is assumed by the Company for tax increases occasioned by retroactive, revaluation or changes in land usage or loss of any Homestead Exemptions status for the insured premises. Additions, if any, which may be made by legally constituted authorities.

County Treasurer's General Tax Duplicate shows: Taxes shown as Parcel No. 12-00-019-000-109 listed in the name of Columbia Creekside LLC. Taxes for the full year 2020 are paid as to caption and more land. The above tax figure reflects gross amounts minus reduction factor, rollback deduction, Homestead Deduction, if applicable, bringing amounts actually billed as stated above. Additions of general taxes or assessments, if any, which may hereafter be made by legally constituted authorities. Taxes for the year 2021 are a lien, but not computed or payable. NOTE: We have made no examination for taxes or assessments other than those shown on the current tax duplicate. NOTE: No Liability is assumed by the Company for tax increases occasioned by retroactive, revaluation or changes in land usage or loss of any Homestead Exemptions status for the insured premises. Additions, if any, which may be made by legally constituted authorities.

This scope of work does not include any guaranty of title, title insurance, legal advice or legal opinions. Further, 1st Nationwide Title Agency, Ltd.'s product and services do not include a physical property inspection, an appraisal, property valuation, or an analysis of market conditions. 1st Nationwide Title Agency, Ltd.'s products and services should not be considered a substitute for the services of an attorney, appraiser or real estate broker or for a title guaranty or title insurance policy.

1st Nationwide Title Agency, Ltd. obtains the requested information from commercial, private, and government records sources. The title search results are provided to customer after an examination of copies of the public records. But even the most thorough search cannot absolutely assure that no title hazards are present, despite the knowledge and experience of professional title examiners. In addition to matters shown by public records, other title problems may exist that cannot be disclosed in a search.

Customer understands and acknowledges that these public sources may contain indexing or other errors and the completeness and accuracy of 1st Nationwide Title Agency, Ltd.'s products and services are limited by the amount and accuracy of the information that is provided by third party and governmental sources. Further, since variations on the timing of property record updates exist, it is possible that some data, such as very recent transactions may not be available.

Accordingly, customer specifically releases, discharges and holds harmless 1st Nationwide Title Agency, Ltd. and its employees, officers, directors and owners from any and all claims, damages, liabilities, expenses, costs or causes of action relating to any reliance on the information provided by 1st Nationwide Title Agency, Ltd.. This release and hold harmless agreement shall be binding on all successors and assigns of the customer. 1st Nationwide Title Agency, Ltd. specifically disclaims any and all warranties and guaranties relating to the information provided, and customer hereby releases, discharges and holds harmless 1st Nationwide Title Agency, Ltd. and its employees, officers, directors and owners from any claims relating to such warranties or guaranties. Because of the limited scope of work for which 1st Nationwide Title Agency, Ltd. has been engaged, customer agrees to accept any risks, losses, costs and damages that may result from any use of the provided information or services.

PROVIDED BY:

1st Nationwide Title Agency, Ltd. 6155 Park Square Drive, Suite 5

Lorain, Ohio, 44053

Phone: 440-985-3550 / Fax: 440-985-3551

LSTATEN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on the continuous provisions of the policy such endorsements.

this certificate does not confer rights to the certificate holder i							
PRODUCER	CONTACT Laura Staten						
The Fedeli Group	PHONE (A/C, No, Ext): (216) 643-6680	FAX (A/C, No):(216) 328-8081					
5005 Rockside Road, Fifth Floor Independence, OH 44131	E-MAIL ADDRESS: LStaten@thefedeligroup.com						
•	INSURER(S) AFFORDING COVERAGE	NAIC#					
	INSURER A: Westfield Insurance Company	24112					
INSURED	INSURER B:						
Builders & Developers Co., LLC	INSURER C:						
27201 Royalton Rd.	INSURER D:						
Columbia Station, OH 44028	INSURER E :						
	INSURER F:						
OFFICIAL NUMBER	DEVISION NUM	MRFR.					

COVERAGES	CERTIFICATE NUMBER:	IL VIOLOTI ITOTALETT.
Wiley Street Control of the Control	THE PERSON OF MICHIGANICS LIGHTED BELOWNIANT	BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
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CERTIFICATE MAY I	RE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED	BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
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EXCLUSIONS AND CO	ONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN	REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE		ADDI	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
A	Х	COMMERCIAL GENERAL LIABILITY	INSD	WVD	TOLIST NOMBLIN	(MM/DD/1111)	(MIM/DD/1111)	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR			CWP047825Y	09/01/2021	09/01/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
	Х	X,C,U						MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	s	1,000,000
								GENERAL AGGREGATE	\$	2,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
Α	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO			CWP047825Y	09/01/2021	09/01/2022	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	Х	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
	-	AUTOS ONLY AUTOS ONLY							\$	
A		UMBRELLA LIAB X OCCUR	+					EACH OCCURRENCE	s	8,000,000
	X	EXCESS LIAB CLAIMS-MADE	E		CWP047825Y	09/01/2021	09/01/2022	AGGREGATE	\$	8,000,000
	-	DED X RETENTIONS)						s	
Α	wor	RKERS COMPENSATION						PER X OTH-	·	
		PROPRIETOR/PARTNER/EXECUTIVE			CWP047825Y	09/01/2021	09/01/2022	E.L. EACH ACCIDENT	\$	1,000,000
	OFF	ICER/MEMBER EXCLUDED?	NIA	\				E.L. DISEASE - EA EMPLOYEE	s	1,000,000
	If ve	s, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		1,000,000
-	DES	SCRIPTION OF OPERATIONS BEIOW	+							

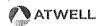
CERTIFICATE HOLDER	CANCELLATION
Lorain County Commissioners	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lorain County Commissioners 226 Middle Ave Elyria, OH 44035

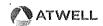
AUTHORIZED REPRESENTATIVE

Saura Katatan



CREEKRIDGE SUBDIVISION #2 ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST 10/21/2021

	DESCRIPTION	EST. QUAN.	UNIT	UNIT COST	T	OTAL COST
SITE						
	EARTHWORK	1	LUMP	\$ 100,000.00	\$	100,000.00
•	EROSION & SEDIMENT CONTROL	1	LUMP	\$ 25,000.00	\$	25,000.00
			SUBTOTAL		\$	125,000.00
SANITAR	Y SEWER		<u> </u>			
	8" PVC SDR 35 SANITARY SEWER, ASTM D-3034	1,630	LIN. FT.	\$ 55.00	\$	89,650.00
	SANITARY MANHOLE WITH CASTING	7	EACH	\$ 3,800.00	\$	26,600.00
	6" SANITARY WYE, RISER, & LATERAL (COMPLETE)	37	EACH	\$ 2,800.00	\$	103,600.00
		,,	SUBTOTAL		\$	219,850.00
STORM S	EWER					
	12" STORM SEWER	783	LIN. FT.	\$ 44.00	\$	34,452.00
	15" STORM SEWER	420	LIN. FT.	\$ 48.00	\$	20,160.00
	18" STORM SEWER	170	LIN. FT.	\$ 52.00	\$	8,840.00
	24" STORM SEWER	670	LIN. FT.	\$ 60.00	\$	40,200.00
	30" STORM SEWER	180	LIN. FT.	\$ 65.00	\$	11,700.00
	36" STORM SEWER	50	LIN. FT.	\$ 70.00	\$	3,500.00
	STORM MANHOLE WITH CASTING	10	EACH	\$ 3,250.00	\$	32,500.00
	CURB INLET WITH CASTING	12	EACH	\$ 2,000.00	\$	24,000.00



CREEKRIDGE SUBDIVISION #2 ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST 10/21/2021

	DESCRIPTION	EST. QUAN.	UNIT		UNIT COST	T	OTAL COST
	CATCH BASIN	8	EACH	\$	2,000.00	\$	16,000.00
	6" STORM WYE, RISER, & LATERAL (COMPLETE)	37	EACH	\$	1,700.00	\$	62,900.00
	HEADWALL INC. RCP	1		\$	4,300.00	\$	4,300.00
			SUBTOTAL			\$	258,552.00
WATERLIN	E						
	8" PER RLCWA SPECIFICATION INC. TEES, BENDS, FITTINGS	1,900	LIN. FT.	\$	30.00	\$	57,000.00
	HYDRANT ASSEMBLY	4	EACH	\$	4,500.00	\$	18,000.00
	SERVICE CONNECTION (COMPLETE)	37	EACH	\$	1,500.00	\$	55,500.00
	8" VALVE & BOX	4	EACH	\$	1,500.00	\$	6,000.00
			SUBTOTAL			\$	136,500.00
ROADWAY							
	FINAL GRADING, TRIMMING	6,500	SQ. YD.	\$	1.00	\$	6,500.00
	SUBGRADE COMPACTION, INC. PROOFROLL	6,500	SQ. YD.	\$	1.00	\$	6,500.00
	ODOT ITEM 441, TYPE 1, 1-1/4" ASPHALT CONCRETE SURFACE COURSE	225	CU. YD.	\$	150.00	\$	33,750.00
	ODOT ITEM 441, TYPE 2, 1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE	316	CU. YD.	\$	120.00	\$	37,920.00
	ODOT ITEM 301, 6" BITUMINOUS AGGREGATE BASE	1,083	CU. YD.	\$	110.00	\$	119,130.00
	ODOT ITEM 304, 4" LIMESTONE AGGEGRATE BASE	722	CU. YD.	\$	45.00	\$	32,490.00
	ODOT ITEM 206, 12" MINIMUM SOIL CEMENT STABILIZATION (6% APPLICATION RATE)	6,500	SQ. YD.	\$	10.00	\$	65,000.00



CREEKRIDGE SUBDIVISION #2 ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST 10/21/2021

	DESCRIPTION	EST. QUAN.	UNIT	UNIT COST	7	OTAL COST
	ODOT ITEM 609, 9" THICK TYPE 3 CONCRETE CURB (4") AND GUTTER	3,800	LIN. FT.	\$ 15.00	\$	57,000.00
	ODOT ITEM 608, 4" CONCRETE SIDEWALK	1,000	SQ. FT.	\$ 6.00	\$	6,000.00
	MONUMENT BOX	4	EACH	\$ 400.00	\$	1,600.00
	UNDER DRAIN	3,800	LIN. FT.	\$ 10.00	\$	38,000.00
			SUBTOTAL		\$	403,890.00
SUMMARY						
	SITE				\$	125,000.00
	SANITARY SEWER				\$	219,850.00
	STORM SEWER				\$	258,552.00
	WATERLINE		9		\$	136,500.00
	ROADWAY				\$	403,890.00
			TOTAL		\$	1,143,792.00

