



LORAIN COUNTY COMMISSIONERS



Michelle Hung
President

David J. Moore
Vice President

Matt Lundy
Member

cc staff
FLY

December 8, 2021

Ken Carney
LC Engineer
247 Hadaway Street
Elyria, Ohio 44035

RECEIVED

DEC 13 2021

**KEN CARNEY
LORAIN COUNTY ENGINEER**

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
Melissa TURSACK - POREHASINGA

SUBDIVIDER AGREEMENT

This Agreement is entered into this 8th day of December, 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.

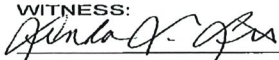
Subdivider shall warrant all improvements to be free of defects upon their completion. To insure that completed improvements remain in good condition, Subdivider shall guarantee the condition of said improvements for two years to the satisfaction of the Board of Commissioners, in the amount of at least \$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

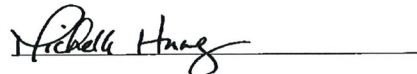
an Ohio limited liability company
5885 Grant Avenue
Cleveland, Ohio 44105



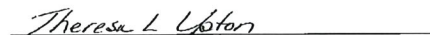
By Richard Beran, Managing Member

WITNESS:





Board of Commissioners of Lorain



County, Ohio

by Michelle Hung, President

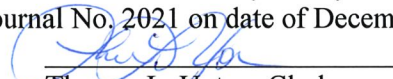
Approved as to form



Lorain County Assistant Prosecutor

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

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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:





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



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



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

DESCRIPTION	EST. QUAN.	UNIT	UNIT COST	TOTAL 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
SANITARY SEWER				
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 SEWER				
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	TOTAL 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
WATERLINE				
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 AGGREGATE 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	TOTAL 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				\$ 136,500.00
ROADWAY				\$ 403,890.00
		TOTAL		\$ 1,143,792.00

