

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A SANITARY SEWER SERVICE EXTENSION AGREEMENT WITH SEABREEZE NORTH CORPORATION AND DECLARING AN EMERGENCY

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

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into a Sanitary Sewer Service Extension Agreement with Seabreeze North Corporation, 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 sanitary sewer service at the earliest possible time; 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 2, 2001

Michael J. Lyons
President of Council

Ronald D. Larsen
Mayor

Dated: 10/4/2001

ATTEST:
Carole Gibson
Clerk of Council

Charles T. Riehl
E-mail: CRiehl@walterhav.com
Direct Dial: (216) 928-2895

October 2, 2001

BY FAX - (330) 659-6935

Roger Swan, Zoning Inspector
Village of Richfield
4410 West Streetsboro Road
P. O. Box 387
Richfield, Ohio 44286-0387

Dear Roger:

Per your telephone request, I am enclosing the revised Stonegate Sanitary Sewer Extension Agreement. This has been approved by Said and myself. Please see that this is distributed to Council.

Very truly yours,



Charles T. Riehl

CTR:kaw
Enclosure

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WALTER & HAVERFIELD LLP
Attorneys at Law / Foreign Legal Consultants / International Law Agents
1300 Terminal Tower • 50 Public Square • Cleveland, Ohio 44113-2253 U.S.A.
Tel: 216-781-1212 • Fax: 216-575-0911

SANITARY SEWER SERVICE EXTENSION AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2001, by and between the VILLAGE OF RICHFIELD, 4410 West Streetsboro Road, P.O. Box 387, Richfield, Ohio 44286-0387 and M & P RICHFIELD, L.L.C., 1525 Corporate Woods Parkway, P. O. Box 3515 Akron, Ohio 44309-3515, SEABREEZE NORTH CORPORATION, 2958 Brecksville Road, P. O. Box 535, Richfield, Ohio 44286-0535 ("Developers") their successors or assigns.

WHEREAS, Developers currently own a certain approximately 134.2574 acre parcel described in Exhibit "A" attached hereto on the West side of Brecksville Road South of Interstate 271 and Broadview Road known as Stonegate Corporate Park as recorded in document 54472112 in the Summit County Auditor's office; and

WHEREAS, Developers have represented to the Village that they wish to extend an eight (8") inch public gravity sanitary sewer to serve a portion of the Stonegate Corporate Park; and

WHEREAS, the Village desires the sewer to be used only until the permanent sanitary sewer pump station is installed and accepted by the Village for the Stonegate Corporate Park.

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

1. Developers shall construct the one thousand seven hundred eighty seven lineal feet (1,787 LF) of eight-inch (8") gravity sewer and related manholes per the specification of the Village and as shown on the plans prepared by GBC Design, Inc. (Project No. 34053A) and approved by the Village. The Village shall inspect the installation of the sewer to ensure conformance to the Village specifications.
2. The Village, at its sole discretion, shall have the right to abandon this sanitary sewer upon completion and acceptance of the permanent sanitary sewer pump station as originally proposed by the Developers for Stonegate Corporate Park:
 - a. Developer shall be responsible for the cost of abandonment of the temporary sewer at the time the pump station is accepted by the Village.
 - b. The sanitary sewer shall be abandoned by removing all sewer pipe within the public road Right-of-Way, cap the sewer at each end, removing all manhole castings and replace with solid concrete covers along the length of abandoned sewer and back filling to grade.
 - c. If at some future date the Land Owner needs to remove the sanitary sewer, the cost of such removal shall be the responsibility of the Land Owner.

3. The Developers shall prepare and record a Thirty Foot (30') Dedicated Sanitary Sewer Easement in favor of the Village of Richfield. Should the Village choose to abandon the gravity sanitary sewer then the easement shall be released.
4. The Developer shall maintain this sanitary sewer until such time as the permanent sanitary pump station has been approved by the Village for operation. Maintenance shall include, but not be limited to the following:
 - a. Maintain the grounds above the sewer lines by removing brush or debris and cutting the weeds or lawn a minimum of three times per year.
 - b. Developers to be responsible for the pavement replacement should any work be required on the sewer.
 - c. Developer shall pay the cost to perform the five-year (5) video taping and flushing of the sewer. The Village shall notify the Developers a minimum of 90 days prior to the date these requirements need to be completed. Developers shall be notified a minimum of 180 days prior to the required completion date of any other mandated state or federal requirement governing sanitary sewer lines.
 - d. Developers shall be responsible for the repair of the sewer due to manufacture or installation defects and/or Act of God. Damage due to negligence by others shall be the responsibility of the Village or the party involved.
 - e. If the Village determines that a modification or extension of the sanitary sewer should be made to further the interests of the Village, then the cost of the extensions installation and maintenance shall be the responsibility of the Village or its' designee.
5. The Developers shall extend or modify any existing sanitary sewer laterals once the pump station has become operational to facilitate the abandonment of this sanitary sewer.
6. If the Village determines, at its sole discretion, that the sanitary sewer lines should not be abandoned at the time the permanent sanitary pump station is completed, then the Village shall assume all costs associated with the operation and maintenance of the sanitary lines from the date the pump station is accepted.
7. No sanitary sewer connections shall be made into this sanitary sewer from parcels inside and outside the Stonegate Corporate Park, unless approved by the Village of Richfield at its sole discretion.
8. The Village, by and through its Council, may terminate or modify this Agreement based upon evidence that Developers, or any successors in interest thereto, have not complied with the terms and conditions of this Agreement

9. Changes in Applicable State or Federal Law. In the event that state or federal laws or regulations are enacted after the execution of the Sanitary Sewer Extension 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:

VILLAGE OF RICHFIELD

By: _____
Its Mayor

By: _____
Its Finance Director

M & P RICHFIELD, LLC

By: _____
Its Managing Member

SEABREEZE NORTH CORPORATION

By: _____
Its President

VILLAGE'S ACKNOWLEDGMENT

STATE OF OHIO

)
)SS:

COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County and State personally appeared the above-named Donald Larson, Mayor of VILLAGE OF RICHFIELD who acknowledged that he did sign the foregoing instrument with full authority herein and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at

_____, this ____ day of _____, 2001.

Notary Public

VILLAGE'S ACKNOWLEDGMENT

STATE OF OHIO)

)SS:

COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County and State personally appeared the above-named Eleanor Lukovics, Finance Director of VILLAGE OF RICHFIELD who acknowledged that he did sign the foregoing instrument with full authority herein and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at

_____, this ____ day of _____, 2001.

Notary Public

DEVELOPER'S ACKNOWLEDGMENT

STATE OF OHIO)

)SS:

COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County and State personally appeared the above-named Charles A. Mockbee, Managing Member of M & P RICHFIELD, LLC who acknowledged that he did sign the foregoing instrument with full authority herein and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at

_____, this ____ day of _____, 2001.

Notary Public

DEVELOPER'S ACKNOWLEDGMENT

STATE OF OHIO)
)SS:
COUNTY OF SUMMIT)

Before me, a Notary Public in and for said County and State personally appeared the above-named Mark Pawuk, President of SEEBREEZE NORTH CORPORATION who acknowledged that he did sign the foregoing instrument with full authority herein and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at

_____, this ____ day of _____, 2001.

Notary Public

This Instrument Prepared By:
M & P Richfield, LLC
1525 Corporate Woods Pkwy
P.O. Box 3515
Akron, Ohio 44309

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The Preliminary Plan and Final Plat can be found on the bulletin board.

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Village of Richfield
 4410 W. Streetsboro Road
 Richfield, Ohio 44286

Phone: (330) 659-9201
 Fax: (330) 659-6935

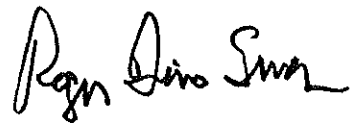
Memo

To: Clerk of Council
 From: Roger Davis Swan, Zoning Inspector
 Date: July 27, 2000
 Regarding: Preliminary and Final Plat Approval---Stonegate Corporate Park

Please be advised that Stonegate Corporate Park has received preliminary approval and final plat approval subject to rezoning to Planned Commerce District. This approval was given by the Planning and Zoning Commission at their regularly scheduled meeting on July 25, 2000. This approval is subject to Richfield Village Council approval as required by the sub-division regulations (pg. 15 and pg.18). I will attach a copy of the Preliminary Plan and The Final Plat of phase 1 with this memo.

If you have any questions, please contact me.

Sincerely,



Roger Davis Swan,
 Zoning Inspector

Enclosure

Cc Jeff Mockbee, CAM Inc.