

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH SEABREEZE NORTH CORPORATION AND M & P ASSOCIATES AND DECLARING AN EMERGENCY

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 Seabreeze North Corporation and M & P Associates, a copy of which 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 be effective upon passage of the rezoning ordinance; 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: August 1, 2000

Jerry Peter Ego  
Vice President of Council

Ronald W. Larsen  
Mayor

Dated: 8/7/2000

ATTEST:  
Carole Gibson  
Clerk of Council



Development Plan and this Development Agreement. Whenever the terms of the approved Development Plan or this Development Agreement are stricter than the terms of the Planned Commerce District, the strictest provision shall control.

2. Prior to development on the property, Developers shall create and place upon the area set forth in the Planned Commerce District deed restrictions, approved by the Law Director of the Village of Richfield and running in favor of the Village of Richfield, which will restrict development on the Conservation District property. The goal of the deed restrictions shall be to preserve the areas in the Conservation District area in their natural state. To the maximum extent, natural trees and vegetation shall be preserved.

3. In the area immediately to north of the residential area on Maple Drive, in addition to the 150-foot buffer to be rezoned into the Conservation District, Developers shall maintain and buffer a 50-foot rear yard. The buildings to be constructed on these parcels shall be one story buildings, not to exceed twenty (20) feet in height, of brick veneer with only pedestrian rear entrance and no rear parking. Appropriate landscaping shall be maintained and lighting on the parcels shall be designed to be non-intrusive to the adjoining residents on Maple Drive. No retail businesses, hotels or restaurants open to the public shall be permitted. The intention is to provide for one-story office, warehouse or research facilities. The front yard building setback shall be 50 feet from the street. The swale shall be placed within the rear 50-foot setback area and Developers will make every effort to retain trees in the 50-foot setback area. In the event there is a substantial destruction of the natural buffer as a result of the construction and operation of the swale, the Developers shall submit a plan to replace the buffer and shall replace the buffer as approved by the Planning Commission and the Village Landscape Architect. The Developers shall provide landscaping and trees consisting of both deciduous and non-deciduous species to further buffer the adjoining residents

on Maple Drive and the stream in the swale to the satisfaction of the Planning Commission and the Village Landscape Architect. The intent of the landscaping plan shall be to minimize the view of the Planned Commerce District by the adjoining residents.

4. The retention pond on the west side of the property in the Conservation District area shall be maintained a minimum of 50 feet away from the southern property line of the development.

5. Developers shall design and construct Road A to coordinate with the Brecksville Road improvement. Developers shall coordinate with the Village Engineer and shall use best engineering practice to develop and install a water runoff and water retention plan. Developers shall deposit in escrow with the Village Finance Director sufficient sums to cover Village engineering inspection on the development prior to commencement of construction.

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

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

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. The Village may also rescind the rezoning of the property to if Developers have not filed deed restrictions restricting the property as agreed to herein within ninety (90) days of the effective date of the rezoning.

9. 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:

Joyce Remeo  
Tommy Long

VILLAGE OF RICHFIELD

By: Donald W. Jensen  
Its Mayor  
And: Charm Luker  
Its Finance Director

SEABREEZE NORTH CORPORATION

By: [Signature]  
Its President

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

Richfield LLC  
M & P ASSOCIATES OSM 9/15/2008

By: Charles A. Mockbee  
Its MANAGING MEMBER

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