EXHIBIT A

DEVELOPER'S AGREEMENT

THIS AGREEMENT is entered into by and between **ROUTE 76 & CHESTER NW, LLC,** an Ohio Limited Liability Company, hereinafter referred to as "Developer", and the **CITY OF AVON**, Lorain County, Ohio, hereinafter referred to as "City". "Council" shall refer to the City Council of Avon, Lorain County, Ohio, and "City Engineer" shall refer to the City Engineer of the City of Avon or his designee hired to perform services on this project. The term "Development" shall refer to the installation/construction of (an) improvement(s) as set forth in the plans and specifications submitted to Planning Commission and approved on March, 19, 2014 as part of the Main Street Waterline Extension project.

WHEREAS, said Development requires the construction and dedication of Public Improvements within an easement to be dedicated to public use, viz., a waterline and appurtenances thereto, as set forth in the plans and specifications approved by Planning Commission on the aforementioned date. Said project, which is known as the "Main Street Waterline Extension" is being performed by Route 76 & Chester NW, LLC within said public easement/right of way and will be offered to the City for acceptance upon completion; and

WHEREAS, engineering estimates to construct these Public Improvements have been agreed upon between the Developer and the City Engineer; and

WHEREAS, Developer desires to construct the Public Improvements for this Development under terms of this Developer's Agreement so as to facilitate acceptance of same by the City upon completion; and

WHEREAS, City is willing to agree to such provisions as are necessary for the construction of these Public Improvements and acceptance as set forth herein;

NOW, THEREFORE, THE FOLLOWING IS HEREBY AGREED TO BY AND BETWEEN THE DEVELOPER AND THE CITY OF AVON, LORAIN COUNTY, OHIO:

1. Construction of Public Improvements.

The Developer is to construct and install, according to plans and specifications submitted to Planning Commission, all Public Improvements shown and set forth in the Final Development Plan as approved by Planning Commission on March 19, 2014. Upon completion, the City agrees to accept said improvements subject to the terms of this agreement.

2. Engineer's Estimated Cost of Public Improvements.

The City Engineer has reviewed the estimated costs of construction of the Public Improvements as submitted by the Developer's Engineer and concurs with said estimated cost in the amount of Fifty-Seven Thousand and 00/100 ($57,000.00) Dollars.

3. Performance Bond Agreement.

Prior to commencement of construction of Public Improvements to be accepted by the City, Developer shall provide a financial guarantee of performance to the Finance Director of the City of Avon in the form of a Performance Bond, or a bond with substantially the same effect, a copy of which is attached hereto as Exhibit "A", in the amount of Sixty-Two Thousand Seven Hundred and 00/100 ($62,700.00) Dollars which is One Hundred Ten (110%) percent of the total Engineer's estimate of costs. In lieu of a bond, (a) a letter of credit, drawn on a federally insured financial institution, payable to the City, (b) cash, (c) certificates of deposit conditionally assigned to the City made by a federally insured financial institution (d) a combination of these items, in that total amount, may be delivered to the City, or (e) such other security acceptable to the City. This financial guarantee shall be released to Developer upon completion of all Public Improvements to be accepted by the City for this Development to the satisfaction of the City Engineer and upon passage of an ordinance by Council accepting the Public Improvements.

4. Deposit for Engineering, Construction Inspection, and Material Testing Fees.

Prior to this Developer's Agreement being placed on Council's agenda for approval by ordinance, Developer will deposit the sum of Three Thousand Four Hundred and Twenty and 00/100 ($3,420.00) Dollars with the Finance Director of the City of Avon to cover the engineering, construction inspection and material testing fees commensurate with the work performed. Should actual expenses exceed the required deposit, the City reserves the right, at any time, to demand additional funds be deposited under this section to cover current or future engineering, construction inspection, and material testing fees. Failure to make the required deposits with the Finance Director within three (3) business days of said Director's written (includes email) request shall constitute and be considered cause for the City to suspend any further development work by the Developer until such time as the Developer is in full compliance with this Section. The City shall not accept Public Improvements in any Development until all engineering, construction inspection and material testing fees have been paid. Any deposit over and above actual expenses for engineering, construction and material testing pertinent to this Development shall be released to the Developer only after the completion of all Public Improvements in the Development to the satisfaction of the City Engineer and acceptance of the Public Improvements by Council.

5. Stabilization Deposit.

Prior to this Developer's Agreement being placed on Council's agenda for approval by ordinance, the Developer shall deposit the sum of Two Hundred, Fifty Dollars and 00/100 Cents ($250.00) with the Finance Director of the City of Avon for stabilization costs set forth in ACO §1050.191. ($250 per acre x less than 1 acre)

6. Stormwater Inspection.

Prior to this Subdivider=s Agreement being placed on Council=s agenda for approval by ordinance, the Subdivider shall deposit the sum of Three Hundred, Fifty ($350.00) Dollars with the Finance Director of the City of Avon for the stormwater inspection fee required under ACO ' 1050.192.

7. Deposit for Legal Fees.

Prior to this Developer's Agreement being placed on Council's agenda for approval by ordinance, the Developer shall deposit the sum of One Thousand Five Hundred and 00/100 ($1,500.00) Dollars with the Finance Director of the City of Avon to cover the legal expenses commensurate with the work performed. Should actual expenses exceed the required deposit, the City reserves the right, at any time, to demand additional funds be deposited under this section to cover current or future legal fees. Failure to make the required deposits with the Finance Director within three (3) business days of said Director's written request shall constitute and be considered cause for the City to suspend any further development work by the Developer until such time as the Developer is in full compliance with this Section. The City shall not accept Public Improvements in any Development until all legal fees have been paid.
Any deposit over and above actual legal expenses pertinent to this Development and shall be released to the Developer only after the completion of all Public Improvements in the Development to the satisfaction of the City Engineer and the Law Director and acceptance of the Public Improvements by Council.

8. Deposit for Miscellaneous Costs.

In order to provide the City with adequate funds to cover miscellaneous costs incurred by the City relating to this Development, the Developer shall deposit the sum of Two Thousand and

00/100 ($2,000.00) Dollars with the Director of Finance of the City of Avon. This deposit shall be made prior to an ordinance to accept Public Improvements pertinent to the Development being placed on Council's agenda for action. This deposit shall be held by the Director of Finance for a period of three (3) years from the date of Council's acceptance of the Public Improvements in said Development by ordinance.

9. Indemnification and Liability Insurance.

The Developer hereby agrees to hold the City of Avon, its officers, directors, agents and employees harmless and to indemnify them against all claims, expenses and liability as a result of loss or injury arising out of the clearing of land or construction of the Development and Public Improvements. Prior to the commencement of any work on the Development site or construction Developer agrees to provide the City with proof of One Million ($1,000,000.00) Dollars liability insurance protecting the City from liability arising out of the construction of the Development and related Public Improvements. Developer shall not allow this insurance to expire earlier than the effective period of any maintenance bond, and a copy of the insurance policy shall be provided to and remain with, at all times, the City's Finance Director.

10. Title Insurance.

This project will be conducted in existing City of Avon Right of Way. No title insurance will be required.

11. Maintenance Bond.

Prior to being placed on Council's agenda for acceptance of Public Improvements in this Development, Developer shall deposit with the Director of Finance a Three (3) year maintenance bond for the waterline and facilities appurtenant thereto in the amount of Five Thousand Seven Hundred and 00/100 ($5,700.00) Dollars, which represents ten percent (10%) of the estimated cost of said Public Improvements.

12. Sidewalk Deposit.

Not applicable to this development.

13. Tree Deposit.

Not applicable to this development.

14. Deposit for Street and Traffic Control Signage and Pavement Markings.

Not applicable to this development.

15. Deposit for Mechanical Traffic Control Devices.

Not applicable to this development.

16. Areas Within Floodplain.

Not applicable to this development.

17. Assessments.

Not applicable to this development.

18. Payment or Satisfaction of Delinquent or Outstanding Obligations.

Unless otherwise specified in this document, prior to this Developer's Agreement being placed on Council's Agenda for approval by ordinance, any monies owed by the Developer to the City of Avon, as determined by the City Finance Director, and which remain unpaid, shall be paid by the Developer or approved as satisfied by the City Finance Director.

19. Miscellaneous Provisions.

Off-Site Public Improvements.

Where applicable, the Developer agrees to construct and install off-site Public Improvements pursuant to plans and specifications approved by the City of Avon. The financial guarantees for said off-site Public Improvements have been included in the Performance Bond and Maintenance Bond set forth in this Agreement.

Off-Site Storm Drainage.

Where applicable, the Developer agrees to comply with plans and off-site storm drainage approved by the City Engineer and shall perform the clearing and cleaning of ditches and land reasonably necessary at its expense. The City will provide the Developer with access to land owned and controlled by the City for this purpose and the Developer shall be responsible for obtaining licenses or easements on all private lands necessary to satisfy the drainage plans approved by the City Engineer. Any off-site storm drainage must comply with ACO §1050.111 and any other applicable sections of the Avon Codified Ordinances.

20. Time for Completion of Public Improvements.

All Public Improvements are to be commenced within a period of Twelve (12) months from Council's adoption of the ordinance approving this Developer's Agreement unless Council extends this period of time by legislative action. In the event that construction of Public Improvements is not instituted within this Twelve (12) month period or within the period pursuant to an extension granted by the City, Developer shall, if requested by the City Engineer, provide new engineering estimates of cost of construction of Public Improvements for the Development and the City Engineer may require, if necessary, the performance bond, maintenance bond and engineering and legal fee deposits to be updated to reflect the revised Engineer's estimate of cost.

21. Actual Costs of Public Improvements.

The Developer, prior to passage of ordinance accepting Public Improvements, shall submit to the Finance Director of the City the actual costs of Public Improvements. Where applicable, these actual costs shall be itemized as to roadway (length, width, type, unit cost, street name), traffic control (signalization, location, cost), sanitary sewers (length by size, unit cost,

street location), storm sewers (length by size, unit cost, street location) water distribution (length by size, unit cost, street location), park/bike trail(s) (if applicable, length, width, unit cost, location) and pump station(s) (if applicable, cost, location, description) that are to be accepted by the City. The costs for these items shall include all incidentals such as hydrants, valves, manholes, catch basins, etc., as necessary to construct the improvement.

22. Engineer's As-Built Documents.

Developer shall file with the City's Engineer as-built documents prior to an ordinance being placed on Council's agenda for acceptance of Public Improvements in this Development. The as-built documents shall be submitted in hard copy or electronic form if generated by such means. Hard copy shall be on reproducible mylar. Electronic copy shall be submitted on the appropriate digital media in DXF or DWG format.

23. Stormwater Drainage Improvement Fund.

Prior to being placed on Council's agenda for acceptance of improvements in this Development, Developer shall pay to the Director of Finance the sum of Seven Hundred, Seventeen and 07/100 ($717.07) Dollars ($717.07 x less than 1 acre). This fee shall be placed into City Fund No. 273 in accordance with ACO §1050.193.

24. Storm Water Detention and Fee.

Not applicable to this project.

25 Storm Water Detention Area and Common Areas.

Not applicable to this development.

26. Maintenance and Repair of Storm Sewers Not Located Within The City Right-of-Way.

Not applicable to this development.

27. Compliance by Developer as Condition Precedent to Subsequent Development or Phases.

Developer acknowledges and agrees that he will fully comply with all terms and conditions contained herein as a condition precedent for the commencement of any subsequent development or phase of development. The City may withhold approval of any such subsequent development or Public Improvements until such time as the Developer fulfills all the terms, conditions and requirements set out herein.

28. License to Enter Upon Private Streets, Driveways, and Parking Areas.

Not applicable to this development.

29. Breach of Contract.

The Developer further agrees that any violation of or non-compliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract. A breach of contract shall also be deemed to have occurred in the event of the Developer's failure to perform work at the Development for a period of One Hundred Twenty (120) days, the Developer's insolvency, appointment of a receiver, filing of a voluntary or involuntary petition in bankruptcy, the commencement of a foreclosure proceeding of a lien against the Development property, or its conveyance in lieu of foreclosure. The City agrees that in the event of a breach, it shall provide Developer with notice thereof in writing. Should Developer fail to remedy the breach, to the satisfaction of the City, within thirty (30) days after receiving notice thereof from the City, the Engineer of the City shall have the right to stop the work forthwith and use Developer's financial guarantees of performance (See Paragraph 3) for such purpose and require Developer to pay any additional amount required to complete the work.

30. Preservation and Restoration of Property.

Developer shall maintain the work during construction and until final acceptance. This maintenance shall constitute continuous and effective work prosecuted as required with adequate equipment and forces to the end that the roadbeds, road surfaces and structures are kept in

satisfactory condition at all times. Developer shall be responsible for all damage or injury to property of any character, including roadbeds and road surfaces, during the prosecution of the work, resulting from any act, omission, neglect or misconduct in his manner of method of executing said work satisfactorily, or due to his non-execution of said work, or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of Developer, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury, in an acceptable manner.

In the event of any damage or injury to property as stated herein, all deposits and financial guarantees set forth in this Agreement shall be retained by the City and not released until such time as the appropriate repairs are made and acceptable to the City Engineer and Law Director.

31. Ingress and Egress.

Developer shall restrict all movement of loads, vehicles and other equipment into and from site in strict accordance with a route approved by the City Engineer. All ingress and egress into the development during construction of improvements shall be made through the designated construction entrance.

32. Cleaning Up.

During the construction, the Developer shall keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove this waste entirely and at once, if, in the opinion of the City, such material, debris or rubbish constitutes a nuisance, a safety hazard or is objectionable in any way to the public.

Upon completion and before final acceptance of the work, the Developer shall remove from the site of the work and adjacent premises all machinery, equipment, surplus materials, excavated and useless materials, rubbish, temporary buildings, barricades and signs, and shall restore the site to the same general conditions that existed prior to the commencement of its operations.

The Developer shall clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt, and any other foreign materials deposited or accumulated on any public or private property caused by Developer.

In the event Developer fails to comply with its obligations as set forth herein, the City shall perform the necessary work to accomplish the clean up set forth herein and shall charge the Developer for said work in accordance with paragraph 3, 8 and/or 11. Weekly erosion control inspections by a CESSWI or CPESC certified inspector must be completed in accordance with ACO §1050.151. Any issues arising out of these inspections or out of inspections conducted by City staff must be resolved pursuant to ACO §1050.21.

In the event of non-compliance and failure to cure after notice from the City, all deposits and financial guarantees set forth in this Agreement shall be retained by the City and not released until such time as the appropriate clean up is made and acceptable to the City Engineer and Law Director. Nothing in this section shall preclude the City from seeking fines or other remedies associated with violations of any provisions of Chapter 1050.

33. Warranty Against Defects.

Developer shall warrant all Development Public Improvements to be free from defects and shall make all necessary repairs or modification to the Development for a period of Three (3) years from acceptance of dedication of Public Improvements of the final phase of the Development by the City of Avon. If the Developer fails to meet the warranty obligations in a

timely manner, the City of Avon may contract with any other party for the necessary work or use its own employees to perform the work and to be reimbursed by the Developer or, if sufficient funds are available, to draw upon the financial guarantees provided in this Agreement.

34. City Ordinance and Regulations, Survival of Agreement, Non-Waiver.

Nothing in this Developer's Agreement shall constitute a waiver of the rights of the Parties, including local government sovereign immunity. All City Ordinances and Regulations not inconsistent with this Agreement shall remain in full force and effect, and shall be binding upon and control construction and development of the Development, and nothing contained in this Agreement, nor acceptance of dedication of Public Improvements by the City, shall limit the effect of same, including, but not limited to, design and construction, planting of trees, street lighting, conveyance of required easements, payment of storm drainage fees, park fees, sewer tap fees, and any other requirements of the Codified ordinances of the City.

35. A.D.A. Compliance.

Not applicable to this development.

36. Severability Clause.

If any part, clause, provision or condition of this Developer's Agreement is held to be void, invalid, or inoperative, such party, clause, provision or condition will be severed and will not render invalid the remaining portions of this Agreement.

37. Obligation to Notify.

Developer shall notify, in writing, any transferee of the Development or any lot located in the Development of the existence, terms and conditions contained in this Agreement and any easements or restrictions required hereunder. The Developer shall provide the City with a copy of said written notification immediately thereafter.

38. Addresses of Parties for Purpose of Notice.

All notices and communications between parties pursuant to this Agreement shall be made upon the City through the Office of the Mayor, Avon City Hall, 36080 Chester Road, Avon, Ohio 44011, and upon the Developer, Route 76 & Chester NW, LLC, 23240 Chagrin Boulevard, Suite 250, Beachwood, OH 44122-5450.

39. Parties Bound.

This Agreement shall be binding upon and inure to the benefit of the Developer, its builders, contractors, subcontractors, its executors, administrators, agents and assigns and shall further be binding upon and inure to the City and its assigns.

40. Modification or Amendment.

This Developer's Agreement shall not be modified, amended or assigned except by a written instrument signed by Developer, the Developer's assignee, and the Mayor or other authorized agent of the City of Avon and approved by vote of a majority of the members of City Council.

IN WITNESS WHEREOF, this Developer's Agreement is executed at Avon, Ohio, this _____day of _____, 20_____.

WITNESSES:

Laurie Brown
LAURIE BROWN

ROUTE 76 & CHESTER NW, LLC

By: _____
Victor Cohn, Managing Member

CITY OF AVON

_____ By: _____
Bryan K. Jensen, Acting Mayor

_____ By: _____

Craig L. Witherspoon, Council President

Approved as to Form

_____

John A. Gasior, Esq.
Law Director
City of Avon