

EXHIBIT "A"

SUBDIVISION AGREEMENT
(Tree Felling Approval)

THIS AGREEMENT, made and entered into at Cleveland, Ohio this _____ day of _____, 2024, by and between the City of Brecksville, an Ohio Municipal Corporation, hereinafter referred to as "CITY"; Harris Park Development, LLC, an Ohio Corporation, and Bojan R. Knez, an individual, hereinafter collectively referred to as "DEVELOPER."

WITNESSETH

WHEREAS, The Preliminary Plan of 9457 Highland Drive, hereinafter referred to as "Subdivision," have been previously presented to the Council of CITY for approval; and

WHEREAS, Chapter 1119 of the Codified Ordinances of the CITY requires the completion of all required improvements within a subdivision, or a guarantee of completion of all improvements prior to the recording of a plat for record purposes; and

WHEREAS, DEVELOPER desires to proceed with tree felling and has presented its Tree Felling Plan to CITY, a copy of said plan is attached hereto and marked Exhibit "A"; and

WHEREAS, DEVELOPER desires to proceed with tree felling prior to submission of Final Improvement Plans to the CITY for review and approval; as such, the DEVELOPER understands it is proceeding at its own risk; and

WHEREAS, the City has established and the DEVELOPER has funded a Private Purpose Trust Fund being Fund No. 781, in the amount of Thirty-Five Thousand Dollars (\$35,000), for the work provided for in this Subdivision Agreement.

NOW, THEREFORE, the CITY and DEVELOPER hereby mutually promise and agree as follows:

1. DEVELOPER promises and agrees that on or before the expiration of four (4) months from the date hereof it will complete the work within the areas shown and described on Exhibit "A" hereof, at its sole expense, and without any cost, expense or liability whatsoever to the CITY as it relates to tree felling, removal of tree debris, restoration of disturbed areas, and erosion control measures and perimeter sediment controls as depicted. All work shall be completed in accordance with the plans and specifications approved by the Engineer of the CITY and as contained in said Exhibit "A" and in accordance with the Ordinances, regulations and specifications of the CITY. DEVELOPER agrees to discharge all liabilities in connection with the installation of the above mentioned improvements.

2. DEVELOPER has deposited funds with the CITY in an amount not less than Thirty-Five Thousand Dollars (\$35,000) to be placed in Private Purpose Trust Fund No. 781 to be used solely to finance and pay the total cost, if required, to restore disturbed areas resulting from construction and to plant/landscape the area abutting Highland Drive and the Northern abutting neighbor by adding trees back to the area cleared as part of this work if DEVELOPER does not submit final engineering plans and enter into our "complete" Subdivision Agreement within six (6) months from the date of this Agreement. CITY and DEVELOPER agree that disbursement of the aforesaid funds shall be made only upon the City Engineer certifying that work has been completed in accordance with the terms of this Subdivision Agreement for Tree Felling Approval.

3. DEVELOPER, simultaneously with the execution of this Agreement, shall deposit with the Finance Director of the CITY the sum of Ten Thousand Dollars (\$10,000) to defray the cost of legal, engineering and inspection fees, costs and expenses incurred by the CITY, and the Finance Director is hereby authorized and directed to disburse said sum upon proper billing to the CITY for said services. DEVELOPER acknowledges that the foregoing sum is based upon an estimate and that in the event said sum is insufficient to fully pay all of the aforementioned expenses of the CITY, it shall deposit such

additional sums as may be required upon the request of the Finance Director of the CITY. Any unused funds shall be refunded to DEVELOPER.

4. DEVELOPER agrees that simultaneously with the execution of this Agreement, and before any work hereunder is commenced, it will submit evidence to the satisfaction of the Law Director of the CITY, that it, or its contractors, have obtained public liability and property damage insurance covering and insuring the CITY as its interests may appear against any liability whatsoever in the amount of Two Million Dollars (\$2,000,000) for injury or death to any one person, with a minimum aggregate limit of Two Million Dollars (\$2,000,000), and Two Million Dollars (\$2,000,000) for property damage, which insurance shall be furnished and maintained at the expense of the DEVELOPER until all the work agreed to be done by the DEVELOPER has been fully completed and accepted, including the maintenance of the aforementioned improvements agreed by the DEVELOPER to be maintained. DEVELOPER may provide such insurance under a blanket type of insurance provided the CITY is properly named as an additional insured thereunder in accordance with the provisions of this Agreement. DEVELOPER shall be liable for any damages, whether direct or indirect, to any underground or aboveground utilities in the aforementioned Subdivision, and further agrees to comply both singularly and on behalf of the CITY with the provisions contained in Section 153.64 of the Ohio Revised Code and any amendments made thereto to the extent said Section shall be applicable.

5. DEVELOPER agrees to comply with the State Law known as the Worker's Compensation Act, and any amendments made thereto, and to cause to be covered thereunder all employees working under the control of the DEVELOPER, or its agents, and the DEVELOPER agrees to defend, indemnify and hold harmless the CITY and its officers, agents and employees from all claims, demands, payments, loss and expenses, including attorney fees, suits, actions, recoveries and judgments of every kind and description, whether or not well founded in law, made, brought or recovered against it, arising from any cause whatever or for any reason whatever connected with the performance of this Agreement by

DEVELOPER or its agents, contractors, subcontractors or employees, including any of the foregoing arising in consequence of insufficient protection or of the use of any patented invention by said DEVELOPER.

6. DEVELOPER agrees that the performance of this Agreement by it shall be solely at its expense and cost, and at no expense or cost, to, or liability or obligation of the CITY.

7. This Agreement shall be binding upon any successors in interest, assignee, heir, executor, administrator or trustee of DEVELOPER, and DEVELOPER agrees that prior to any voluntary or involuntary assignment of this Agreement, to obtain a written statement forwarded to CITY acknowledging the obligation of any successor in interest to comply with the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures upon this Agreement as duly authorized agents, warranting that they are empowered to bind their respective party, on the date first written above.

WITNESSES:

CITY OF BRECKSVILLE, OHIO (AS TO "CITY"):

Mayor Daryl J. Kingston

Laura Starosta, Finance Director

APPROVED: David J. Matty, Director of Law

WITNESSES:

HARRIS PARK DEVELOPMENT, LLC:

By: _____
Bojan R. Knez

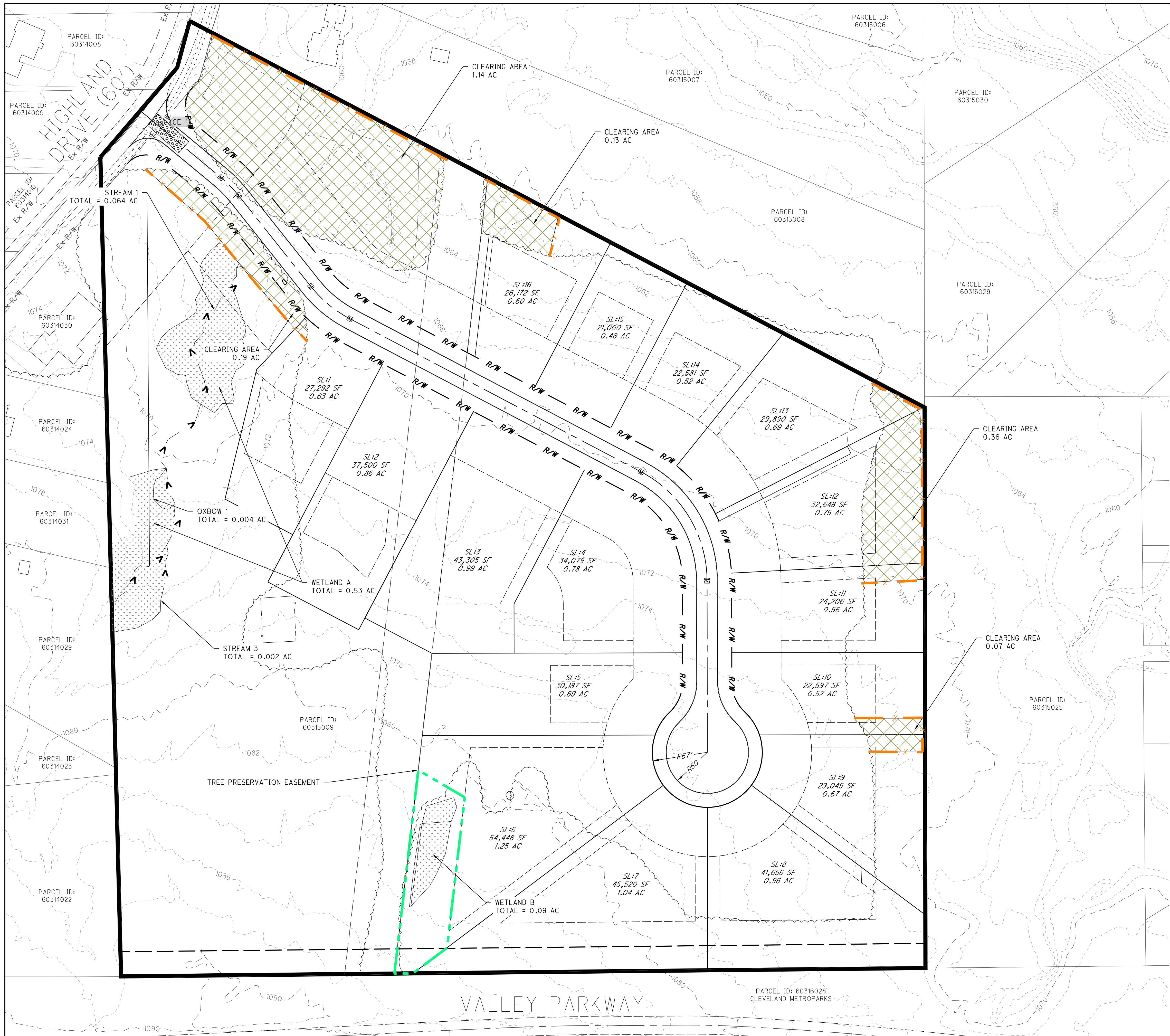
Print: _____

WITNESSES:

AND INDIVIDUALLY BY BOJAN R. KNEZ:

Bojan R. Knez

Print: _____



SITE TREE PRESERVATION DATA

PROJECT AREA: 21.3 AC
 TREE COVER EXISTING (ACRES): 9.88 AC
 TREE COVER EXISTING (%): 46.38%
 OPEN SPACE EXISTING (ACRES): 11.42 AC
 OPEN SPACE EXISTING (%): 53.62%
 TREE PRESERVATION POST-CLEARING (ACRES): 7.99 AC
 TREE PRESERVATION POST-CLEARING (%): 37.51%
 OPEN SPACE POST-CLEARING (ACRES): 13.31 AC
 OPEN SPACE POST-CLEARING (%): 62.49%

LEGEND

CONSTRUCTION ENTRANCE

ORANGE CONSTRUCTION FENCE

TREE PRESERVATION EASEMENT

LEGEND

EXISTING WETLAND

EXISTING STREAM

EXHIBIT "A"

APPROVED

 CITY OF BRECKSVILLE ENGINEER
 DATE: 3/7/2024

City of Brecksville Approval Notes

- 1) This approval is for Tree Felling only. No stumping or disturbance is permitted
- 2) Prior to issuance of a Permit, approvals are required from
 - a) The City Arborist
 - b) The City Engineer
 - c) The Brecksville Planning Commission
- 3) A Tree Felling Subdivision Agreement is required to be executed by the Applicant and City prior to commencing with any work. No felled trees shall be left within 300' of Highland Drive.
- 4) In addition to being felled, all trees within the Highland Drive entrance area must be removed and/or pulled back into the site.
- 5) Prior to commencing, property lines and clearing limits must be clearly identified so the City Arborist can easily depict the property and clearing limits.
- 6) All contractors performing work on the property must be registered with the City Building Department.
- 7) Work Hours
 - a) Per City Code - Noise Ordinance - Work hours are Monday-Saturday 7:00am-7:00pm.
 - b) All felling must be complete by March 30, 2024
- 8) Sediment & Erosion Controls
 - a) If ground disturbance is encountered, areas must be immediately leveled and restored with seeding and mulching.
 - b) In areas where run-off may be encountered, perimeter sediment controls may need to be implemented to protect neighboring properties and downstream waterways.

Davey Resource Group
 10000 P.O. Box 37
 Independence, MO 64050
 PHONE: 816.252.8000 FAX: 816.252.7000

SCALE (IN FEET)
 1 inch = 60 FT.

CITY OF BRECKSVILLE
 HIGHLAND ELEMENTARY
 TREE PRESERVATION
 PLAN

PROJECT NUMBER	2562
DATE	2024-02-21
	1
	2

File: T:\N\mg\landmark\2562_Highland_Elementary\Tree_Preservation_Plan.dwg Date: 2/27/2024 10:18 AM (c:\p10) Plot Style: (b2) 2018.ctb Scale: (1) Page Setup: (---)

