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."

<u>WITNESSETH</u>

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

2

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

3

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:



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TE TREE PRESERVATION DATA OJECT AREA: 21.3 AC EE COVER EXISTING (ACRES): 9.88 AC EE COVER EXISTING (%): 46.38% PEN SPACE EXISTING (ACRES): 11.42 AC PEN SPACE EXISTING (%): 53.62% EE PRESERVATION POST-CLEARING (ACRES): 7.99 AC EE PRESERVATION POST-CLEARING (%): 37.51% PEN SPACE POST-CLEARING (ACRES): 13.31 AC PEN SPACE POST-CLEARING (%): 62.49%	Davey Resource Group 1310 SHARON COPLEY ROAD, P.O. BOX 37 SHARON-CENTER OHIO 44774	(PHONE) 330.590.8004 (FAX) 330.593.7300
GEND ONSTRUCTION ENTRANCE CE-0 CANGE CONSTRUCTION FENCE EE PRESERVATION EASEMENT LEGEND EXISTING WETLAND EXISTING STREAM	0 30 60 120 Scale (TN FFFT)	9 =
EXHIBIT "A" APPROVED Description of particle environmeter Date: Description of particle environmeter Date: Description of the particle environmeter Description of the pa		
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DATE

2024-02-21

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Specifications for

Temporary Seeding

Seeding Dates	Species	Lb./1000 ft2	Lb/Acre	
March 1 to August 15	Oats	3	128 (4 Bushel)	
	Tall Fescue	1	40	
	Annual Ryegrass	1	40	
	Perennial Ryegrass	1	40	
	Tall Fescue	1	40	
	Annual Ryegrass	1	40	
	Annual Ryegrass	1.25	55	
	Perennial Ryegrass	3.25	142	
	Creeping Red Fescue	0.4	17	
	Kentucky Bluegrass	0.4	17	
	Oats	3	128 (3 bushel)	
	Tall Fescue	1	40	
	Annual Ryegrass	1	40	
August 16th to November	Rye	3	112 (2 bushel)	
-	Tall Fescue	1	40	
	Annual Ryegrass	1	40	
	Wheat	3	120 (2 bushel)	
	Tall Fescue	1	40	
	Annual Ryegrass	1	40	
	Perennial Rye	1	40	
	Tall Fescue	1	40	
	Annual Ryegrass	1	40	
	Annual Ryegrass	1.25	40	
	Perennial Ryegrass	3.25	40	
	Creeping Red Fescue	0.4	40	
	Kentucky Bluegrass	0.4		
November 1 to Feb. 29	Use mulch only or dormant see	Use mulch only or dormant seeding		

Note: Other approved species may be substituted.

- 1. Structural erosion and sediment control practices such as diversions and sediment traps shall be installed and stabilized with temporary seeding prior to grading the rest of the construction site.
- 2. Temporary seed shall be applied between construction operations on soil that will not be graded or reworked for 21 days or greater. These idle areas shall be seeded within 7 days after grading.
- 3. The seedbed should be pulverized and loose to ensure the success of establishing vegetation. Temporary seeding should not be postponed if ideal seedbed preparation is not possible.
- 4. Soil Amendments—Temporary vegetation seeding rates shall establish adequate stands of vegetation, which may require the use of soil amendments. Base rates for lime and fertilizer shall be used.
- 5. Seeding Method—Seed shall be applied uniformly with a cyclone spreader, drill, cultipacker seeder, or hydroseeder. When feasible, seed that has been broadcast shall be covered by raking or dragging and then lightly tamped into place using a roller or cultipacker. If hydroseeding is used, the seed and fertilizer will be mixed on-site and the seeding shall be done immediately and without interruption.

CHAPTER 7 Soil Stabilization 35

Mulching Temporary Seeding

1. Applications of temporary seeding shall include mulch, which shall be applied during or immediately after seeding. Seedings made during optimum seeding dates on favorable, very flat soil conditions may not need mulch to achieve adequate stabilization.

2. Materials:

- Straw—If straw is used, it shall be unrotted small-grain straw applied at a rate of 2 tons per acre or 90 lbs./ 1,000 sq. ft. (2-3 bales)
- Hydroseeders—If wood cellulose fiber is used, it shall be used at 2000 lbs./ ac. or 46 lb./ 1,000-sq.-ft. • Other—Other acceptable mulches include mulch mattings
- applied according to manufacturer's recommendations or wood chips applied at 6 ton/ ac.

36 CHAPTER 7 Soil Stabilization

Specifications for **Construction Entrance** (Not To Scale) 70 ft. (or 30ft for Access to Individual House Lot) — 14ft Minimum and Not Less Than Width of Ingress or Egress PLAN VIEW Right of Way Diversion as Needed Road or Other Existing Paved Surface CAR Inciant 18" or Sufficient of Divert Runoff Culvert as PROFILE Needed

- recycled concrete equivalent.
- 2. Length—The Construction entrance shall be as long as required to stabilize high traffic areas but not less than 70 ft. (exception: apply 30 ft. minimum to single residence lots).
- 3. Thickness The stone layer shall be at least 6 inches thick for light duty entrances or at least 10 inches for heavy duty
- 4. Width -The entrance shall be at least 14 feet wide, but not less than the full width at points where ingress or egress occurs.
- 5. Geotextile -A geotextile shall be laid over the entire area prior to placing stone. It shall be composed of strong rot-proof polymeric fibers and meet the following specifications:

Fig	ure 7	7.4.	1

Geotextile Specification for Construction Entrance		
Minimum Tensile Strength	200 lbs.	
Minimum Puncture Strength	80 psi.	
Minimum Tear Strength	50 lbs.	
Minimum Burst Strength	320 psi.	
Minimum Elongation	20%	
Equivalent Opening Size	EOS < 0.6 mm.	
Permittivity	1×10-3 cm/sec.	

CHAPTER 7 Soil Stabilization 19

Specifications for

Temporary Seeding

- 3. Straw Mulch shall be anchored immediately to minimize loss by wind or water. Anchoring methods:
- Mechanical—A disk, crimper, or similar type tool shall be set straight to punch or anchor the mulch material into the soil. Straw mechanically anchored shall not be finely chopped but left to a length of approximately 6 inches.
- Mulch Netting—Netting shall be used according to the manufacturers recommendations. Netting may be necessary to hold mulch in place in areas of concentrated runoff and on critical slopes.
- Synthetic Binders—Synthetic binders such as Acrylic DLR (Agri-Tac), DCA-70, Petroset, Terra Track or equivalent may be used at rates recommended by the manufacturer.
- Wood-Cellulose Fiber—Wood-cellulose fiber binder shall be applied at a net dry wt. of 750 lb./ac. The wood-cellulose fiber shall be mixed with water and the mixture shall contain a maximum of 50 lb. / 100 gal.

Specifications for

Permanent Seeding

Site Preparation

- 1. Subsoiler, plow, or other implement shall be used to reduce soil compaction and allow maximum infiltration. (Maximizing infiltration will help control both runoff rate and water quality.) Subsoiling should be done when the soil moisture is low enough to allow the soil to crack or fracture. Subsoiling shall not be done on slip-prone areas where soil preparation should be limited to what is necessary for establishing vegetation.
- 2. The site shall be graded as needed to permit the use of con- Apply seed uniformly with a cyclone seeder, drill, cultipacker ventional equipment for seedbed preparation and seeding. 3. Topsoil shall be applied where needed to establish
- vegetation.

Seedbed Preparation

- 1. Lime—Agricultural ground limestone shall be applied to acid soil as recommended by a soil test. In lieu of a soil test, lime shall be applied at the rate of 100 pounds per 1,000-sq. ft. or 2 tons per acre.
- 2. Fertilizer—Fertilizer shall be applied as recommended by a soil test. In place of a soil test, fertilizer shall be applied at a rate of 25 pounds per 1,000-sq. ft. or 1000 pounds per acre of a 10-10-10 or 12-12-12 analyses.
- 3. The lime and fertilizer shall be worked into the soil with a disk harrow, spring-tooth harrow, or other suitable field implement to a depth of 3 inches. On sloping land, the soil shall be worked on the contour.

Seeding Dates and Soil Conditions

Seeding should be done March 1 to May 31 or August 1 to September 30. If seeding occurs outside of the abovespecified dates, additional mulch and irrigation may be • Hydroseeders—If wood cellulose fiber is used, it shall be required to ensure a minimum of 80% germination. Tillage enough to crumble and not form ribbons when compressed by hand. For winter seeding, see the following section on dormant seeding.

Dormant Seedings

- 1. Seedings should not be made from October 1 through November 20. During this period, the seeds are likely to germinate but probably will not be able to survive the winter.
- 2. The following methods may be used for "Dormant Seeding":

44 CHAPTER 7 Soil Stabilization

- From October 1 through November 20, prepare the seedbed, add the required amounts of lime and fertilizer, then mulch and anchor. After November 20, and before March 15, broadcast the selected seed mixture. Increase the seeding rates by 50% for this type of seeding.
- From November 20 through March 15, when soil conditions permit, prepare the seedbed, lime and fertilize, apply the selected seed mixture, mulch and anchor. Increase the seeding rates by 50% for this type of seeding.
- seeder, or hydro-seeder (slurry may include seed and fertilizer) on a firm, moist seedbed.
- Where feasible, except when a cultipacker type seeder is used, the seedbed should be firmed following seeding operations with a cultipacker, roller, or light drag. On sloping land, seeding operations should be on the contour where feasible.

Mulching

- 1. Mulch material shall be applied immediately after seeding. Dormant seeding shall be mulched. 100% of the ground surface shall be covered with an approved material.
- 2. Materials

per acre.

- Straw—If straw is used it shall be unrotted small-grain straw applied at the rate of 2 tons per acre or 90 pounds (two to three bales) per 1,000-sq. ft. The mulch shall be spread uniformly by hand or mechanically applied so the soil surface is covered. For uniform distribution of hand-spread mulch, divide area into approximately 1,000-sq.-ft. sections and spread two 45-lb. bales of straw in each section.
- applied at 2,000 lb./ac. or 46 lb./1,000 sq. ft. for seedbed preparation should be done when the soil is dry • Other—Other acceptable mulches include rolled erosion control mattings or blankets applied according to manufacturer's recommendations or wood chips applied at 6 tons

Specifications for **Construction Entrance**

- 1. Stone Size—ODOT # 2 (1.5-2.5 inch) stone shall be used, or 6. Timing—The construction entrance shall be installed as soon as is practicable before major grading activities.
 - out onto paved surfaces.
 - onto paved surfaces.
 - applied as conditions demand. Mud spilled, dropped, washed or tracked onto public roads, or any surface
 - mud from vehicles and prevent off-site tracking. Vehicles
 - 11. Removal—the entrance shall remain in place until the disturbed area is stabilized or replaced with a permanent

< 0.6 mm. -3 cm/sec.

- 9. Maintenance -Top dressing of additional stone shall be
- scraping or sweeping.
- from muddy areas.
- roadway or entrance.

- entrance if needed to prevent surface water from flowing across the entrance or to prevent runoff from being directed
- 8. Water Bar A water bar shall be constructed as part of the construction entrance if needed to prevent surface runoff from flowing the length of the construction entrance and out

- removed immediately. Removal shall be accomplished by
- that enter and leave the construction-site shall be restricted

- where runoff is not checked by sediment controls, shall be
- 10. Construction entrances shall not be relied upon to remove

- 7. Culvert -A pipe or culvert shall be constructed under the

3. Straw and Mulch Anchoring Methods

- Straw mulch shall be anchored immediately to minimize loss by wind or water.
- Mechanical—A disk, crimper, or similar type tool shall be set straight to punch or anchor the mulch material into the soil. Straw mechanically anchored shall not be finely chopped but, generally, be left longer than 6 inches.
- Mulch Netting—Netting shall be used according to the manufacturer's recommendations. Netting may be necesand on critical slopes.
- Asphalt Emulsion—Asphalt shall be applied as recommended by the manufacture or at the rate of 160 gallons per growth. acre.

• Synthetic Binders—Synthetic binders such as Acrylic DLR (Agri-Tac), DCA-70, Petroset, Terra Tack or equivalent may be used at rates specified by the manufacturer.

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• Wood Cellulose Fiber—Wood cellulose fiber shall be applied at a net dry weight of 750 pounds per acre. The wood cellulose fiber shall be mixed with water with the mixture containing a maximum of 50 pounds cellulose per 100 gallons of water.

Irrigation

sary to hold mulch in place in areas of concentrated runoff Permanent seeding shall include irrigation to establish vegetation during dry weather or on adverse site conditions, which require adequate moisture for seed germination and plant

> Irrigation rates shall be monitored to prevent erosion and damage to seeded areas from excessive runoff.

Table 7.10.2	Permanent Seeding
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Seeding Rate		ding Rate	Natas
Seed Mix	Lbs./acre	Lbs./1,000 Sq. Feet	- Notes:
		General Use	•
Creeping Red Fescue Domestic Ryegrass Kentucky Bluegrass	20-40 10-20 20-40	1/2-1 1/4-1/2 1/2-1	For close mowing & for waterways with <2.0 ft/sec velocity
Tall Fescue	40-50	1-1 1/4	
Turf-type (dwarf) Fescue	90	2 1/4	
	S	Steep Banks or Cut Slopes	
Tall Fescue	40-50	1-1 1/4	
Crown Vetch Tall Fescue	10-20 20-30	1/4-1/2 1/2-3/4	Do not seed later than August
Flat Pea Tall Fescue	20-25 20-30	1/2-3/4 1/2-3/4	Do not seed later than August
		Road Ditches and Swales	
Tall Fescue	40-50	1-11/4	
Turf-type (Dwarf) Fescue Kentucky Bluegrass	90 5	2 1/4 0.1	
		Lawns	
Kentucky Bluegrass Perennial Ryegrass	100-120	2 2	
Kentucky Bluegrass Creeping Red Fescue	100-120	2 1-1/2	For shaded areas

Note: Other approved seed species may be substituted.

CHAPTER 7 Soil Stabilization 45