

RESOLUTION APPROVING A MAINTENANCE AGREEMENT AND ESTABLISHING AN ESCROW ACCOUNT FOR THE HARPER VALLEY PRESERVE SUBDIVISION 2 LOCATED IN HARPERSFIELD TOWNSHIP, PLANNING & DEVELOPMENT

WHEREAS, Jake Brand, Director of Planning and Development, has submitted an agreement for the approval of the Board, as follows:

This agreement is entered into between the BOARD OF COUNTY COMMISSIONERS OF ASHTABULA COUNTY, OHIO, Old Courthouse, 2nd Floor, 25 West Jefferson Street, Jefferson, Ohio 44047-1092, Jeff Jenks (the "Developer"), whose mailing address is 5449 Bishop Rd. Geneva, Ohio 44041, the developer of a proposed 38.8 acre Major Subdivision of Parcel 22-013-00-017-00 (the "Subdivision"), a subdivision located in Harpersfield Township, and Andover Bank, 150 North Chestnut St., Jefferson, Ohio 44047 (the "Escrow Agent"); and

WHEREAS, the Developer has established an Escrow (the "Account") with an Escrow agent acceptable to the Board in the amount of \$ 132,617.21, as determined by the Board, upon the recommendation of the Ashtabula County Engineer, to cover the estimated cost of maintenance of the improvements, in accordance with the Subdivision Regulations (the "Improvements"). Said Account shall be effective for the Term of Agreement and shall be in favor of the Board to be withdrawn by the Board if necessary for the purposes set forth hereunder. Said funds to be disbursed only upon mutual agreement of the Developer, the Escrow agent, and the Board; and

WHEREAS, the Board agrees to accept this Agreement for the guarantee of satisfactory construction and installation of all required improvements as determined by the Board, upon the recommendation of the County Engineer under the Term of Agreement; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the escrow funds for the project described above will be placed in an account at Andover Bank until such time a notice of release is received and the account would be closed.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-535

November 19, 2024

**RESOLUTION APPROVING A MAINTENANCE AGREEMENT AND ESTABLISHING
AN ESCROW ACCOUNT FOR THE HARPER VALLEY PRESERVE SUBDIVISION 2
LOCATED IN HARPERSFIELD TOWNSHIP, PLANNING & DEVELOPMENT**

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

**Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

SUBDIVISION MAINTENANCE AGREEMENT

for

Harper Valley Preserve – Subdivision No. 2

COUNTY OF ASHTABULA, OHIO

THIS AGREEMENT made at Jefferson, County of Ashtabula (the "County"), Ohio, commencing _____, ____ (the "Date of Commencement"), and continuing for a period of one (1) year (the "Term of Agreement") from the Date of Commencement, by and between the following three (3) parties: (1) *Jeff Jenks, Harper Valley Preserve, Inc.* (the "Developer"), whose mailing address is 5449 Bishop Rd, Geneva, Ohio 44041, the developer of *Harper Valley Preserve – Subdivision No. 2* (the "Subdivision"), a subdivision located in Harpersfield Township; (2) *Andover Bank* (the "Escrow Agent"), an Escrow Agent whose mailing address is 150 North Chestnut St., Jefferson, OH 44047; and (3) *the Board of County Commissioners* (the "Board") on behalf of Ashtabula County whose mailing address is 25 West Jefferson Street, Jefferson, Ohio 44047.

THE ABOVE PARTIES AGREE to the following conditions of this Agreement, which are hereby established to fulfill the requirements of the County Subdivision Regulations (the "Subdivision Regulations").

A. The Developer Agrees:

1. To establish an escrow account (the "Account") with the Escrow Agent in the amount of \$ **132,617.21**, as determined by the Board, upon the recommendation of the Ashtabula County Engineer, to cover the estimated cost of repairs to the improvements (the "Improvements").

2. To use funds in the Account solely for repair of approved and installed Improvements, said funds to be disbursed only upon mutual agreement of the Developer, the Escrow Agent, and the Board.

3. To allow all funds not required to correct deficiencies associated with installed Improvements to remain in the Account for the Term of Agreement and **until the Escrow Agent receives written notice of release of funds by the Board.**

4. To make satisfactory and sufficient repairs to the Improvements when demanded by the Ashtabula County Engineer or County Planning Commission, in lieu of the Board drawing funds from the Account. The Ashtabula County Engineer shall advise the Developer and determine what repairs are required. The methods, materials, and timing of such necessary repairs, shall also be as determined by the Ashtabula County Engineer.

B. The Escrow Agent Agrees:

IN WITNESS WHEREOF, the Developer, the Escrow Agent, and the Board have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

Executed on this

Name of Developer

Jeff Jenks, Harper Valley Preserve, Inc.

Name and Signature of Owner

Jeff Jenks Pres-HVP

State of Ohio

County of Ashtabula

The foregoing instrument was acknowledged before me this 10-31-24, by JEFF JENKS PRES., the owner of _____ Subdivision, and that the same was their free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my name and official seal at GENEVA, OH.

Notary Public

Gary L. Pasqualone

GARY L. PASQUALONE, Attorney-At-Law
Notary Public, State of Ohio
My Commission has no expiration date
R.C. 147.03

My Commission Expires _____

My Residence County _____

SEAL

Name of Escrow Agent/Bond Agent

Name & Signature of Authorized Officer

State of Ohio

County of Ashtabula

The foregoing instrument was acknowledged before me this 19th day of November, by J.P. Ducro Casey Kozlowski the above named Ashtabula Co. Commissioners official, and that the same was their free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my name and official seal at Jefferson Ohio

Notary Public

Lisa Hawkins

My Commission Expires 7/14/2025

My Residence County Ashtabula

SEAL

County of Ashtabula, Board of County Commissioners

Casey Kozlowski
J.P. Ducro, IV
Kathryn L. Whittington

Executed before me on 19th Day of November, 2024 by Casey Kozlowski, J.P. Ducro, IV and Kathryn L. Whittington, who, under penalty of perjury in violation of Section 2921.11 of the Revised Code, represented to me to be said persons.

Lisa Hawkins

Lisa Hawkins, Clerk, Board of Ashtabula County Commissioners

AGREEMENT FOR ESCROW ACCOUNT

This agreement is entered into between the **BOARD OF COUNTY COMMISSIONERS OF ASHTABULA COUNTY, OHIO, Old Courthouse, 2nd Floor, 25 West Jefferson Street, Jefferson, Ohio 44047-1092** and **Jeff Jenks** (the "Developer"), whose mailing address is 5449 Bishop Rd. Geneva, Ohio 44041, the developer of a proposed 38.8 acre **Major Subdivision of Parcel 22-013-00-017-00** (the "Subdivision"), a subdivision located in Harpersfield Township.

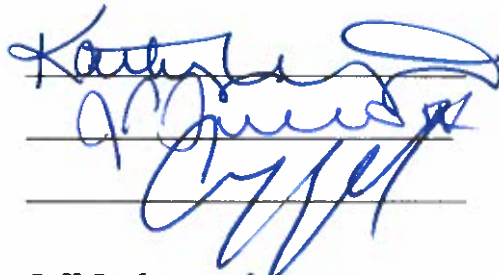
Funds due for the payment in the amount of **\$132,617.21**, shall be deposited in an interest bearing account in The Andover Bank, 150 North Chestnut Street, Jefferson, Ohio 44047, who shall be the Escrow Agent. The account shall be in the name of the **Ashtabula County Commissioners and Jeff Jenks**. Said funds are to be deposited upon signing of this agreement.

The savings account shall earn interest at the current passbook rate. There are no escrow fees to be charged.

The Escrow Agent shall hold the escrowed principal and interest until the receipt of notice from the Ashtabula County Engineer that satisfies the Subdivision Maintenance Agreement; or until receipt of an arbitration order or an order of the county of claims specifying the amount of the escrow to be released and the person to whom it is to be released. Upon receipt of the notice or order, the agent shall promptly release the retained principal and interest and pay it to the Developer as specified in the Subdivision Maintenance Agreement. A notice releasing said retained principal and interest will be issued to the Escrow Agent by Ashtabula County.


Date: 11/19/2024

ASHTABULA COUNTY COMMISSIONERS



Date: 11-1-24

Jeff Jenks



Title: RESIDENT

*Oshkosh County
Commissioner*

21930017648

Andover Bank

11/01/2024 11:51 AM

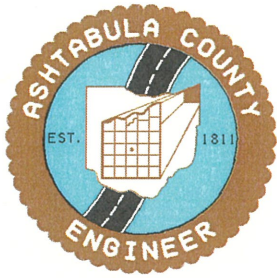
Br# 4 Tr# 2 Seq#36

Account XXXXXX7648

DDA Deposit \$132,617.21

THIS IS YOUR RECEIPT

Checks and other items are
received for deposit subject to
the provisions of the Uniform
Commercial Code or any
applicable collection
agreement. Deposits may not
be available for immediate
withdrawal.



ASHTABULA COUNTY ENGINEER'S OFFICE

Timothy T. Martin P.E., P.S., County Engineer

Thomas G. Partridge P.E., P.S., Chief Deputy

186 East Satin Street
Jefferson, Ohio 44047-1419

Phone (440) 576-3707 • Fax (440) 576-3719
www.ashtabulacounty.us/engineer

September 23, 2024

Ashtabula Planning Commission
Jake Brand, Director
25 W. Jefferson St.
Jefferson, OH 44047

Re: Harper Valley Preserve No. 2 – Maintenance Agreement

Dear Mr. Brand,

The construction of roadway items for the above referenced project have been completed according to the plans and specifications, approved by the Ashtabula County Engineer's Office. Per subdivision regulations a maintenance agreement for a period of one year needs to be established, with a bond or escrow account in the amount of 15% of the construction costs. Our office concurs that this amount should be \$132,617.21.

Sincerely,

A handwritten signature in blue ink that reads "Thomas G. Partridge".

Thomas G. Partridge, P.E, P.S
Chief Deputy Engineer

Attachment

cc: File

Ashtabula County Dept of Planning
Jeff Jenks, Harper Valley Preserve, Inc.