

RESOLUTION APPROVING A MAINTENANCE AGREEMENT AND ESTABLISHING AN ESCROW ACCOUNT FOR THE KISTER COURT - SUBDIVISION NO. 1 LOCATED IN SAYBROOK TOWNSHIP, PLANNING & DEVELOPMENT

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

Parties: Ashtabula County Board of Commissioners, 25 W. Jefferson St, Jefferson, Ohio 44047-1092
Plastpro, Inc., 6800 Center Rd., Ashtabula, OH 44004

Parcels Developed: Sublots 14, 15, 16 and Parcel 48-008-00-015-01 (the "Subdivision")

Location: Kister Court Subdivision No. 1 in Saybrook Township

Escrow Agent: Andover Bank, 150 North Chestnut St., Jefferson, Ohio 44047

Escrow Amount \$45,457.50

WHEREAS, the Developer has established an Escrow (the "Account") with an Escrow agent acceptable to the Board 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 Said Account shall be effective for the Term of Agreement and shall be in favor of the Board to be withdrawn by the Board if necessary for the purposes set forth hereunder.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, 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 Ashtabula County that a significant area has been officially accepted.

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. 2025-208

April 29, 2025

**RESOLUTION APPROVING A MAINTENANCE AGREEMENT AND ESTABLISHING
AN ESCROW ACCOUNT FOR THE KISTER COURT - SUBDIVISION NO. 1
LOCATED IN SAYBROOK TOWNSHIP, PLANNING & DEVELOPMENT**


Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.

VOTE:

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


Crystal Sturgill, Clerk of the Board *Acting*
Board of County Commissioners
Ashtabula County, Ohio

SUBDIVISION MAINTENANCE AGREEMENT

for

Kister Court – Subdivision No. 1 & 2

COUNTY OF ASHTABULA, OHIO

THIS AGREEMENT made at Jefferson, County of Ashtabula (the "County"), Ohio, commencing Apr. 1 29, 2025 (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) Plastpro, Inc. (the "Developer"), whose mailing address is 6800 Center Rd., the developer of *Kister Court – Subdivision No. 1 & 2* (the "Subdivision"), a subdivision located in Saybrook Township; (2) Erie Bank (the "Escrow Agent"), an Escrow Agent whose mailing address is 3606 State Rd. Ashtabula; and (3) 44004 *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 \$ 45,457.50, 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:

1. To hold in the Account the amount of \$ 45,457.50 , as determined by the Board, to cover the estimated cost of repairs to the Improvements for the Term of Agreement, **said funds to be disbursed only upon authorization by the Board.**

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

3. To hold all funds in the Account for the Term of Agreement or **until the Escrow Agent receives written notice of release of funds by the Board**, at which time the Escrow Agent shall release funds to the Developer, or its designated agent.

C. The Board Agrees:

1. To accept this Agreement for the guarantee of satisfactory maintenance of approved and installed Improvements as determined by the Ashtabula County Engineer under the Term of Agreement. The Board shall draw from the "Account" if the Developer fails or refuses to make required repairs. Any amount drawn on the "Account" shall be limited to the minimum amount needed to complete repairs in accordance with the Subdivision Regulations, or as determined by the Ashtabula County Engineer.

2. To order the Ashtabula County Engineer, periodically inspect the Improvements after construction, inspect the Improvements just prior to completion of the Term of Agreement, and recommend release of funds in the Account at that time if the Improvements meet the requirements of the Subdivision Regulations. The Board shall notify the Escrow Agent and the Developer, within ten (10) days after receiving written notice from the County Engineer, that the above requirements have been met and that funds in the Account may be released to the Developer.

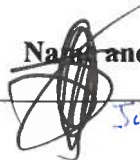
IN WITNESS WHEREOF, the Developer, the Escrow Agent, and the Board have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

Executed on this

Name of Developer

PLATPRO 2000 INC

Name and Signature of Owner

 Jared Garrett

State of Ohio County of Ashtabula

The foregoing instrument was acknowledged before me this 4/25, by Jared Garrett, the owner of NOETH BEND Subdivision, and that the same was their free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my name and official seal at Ashtabula County, Ohio.

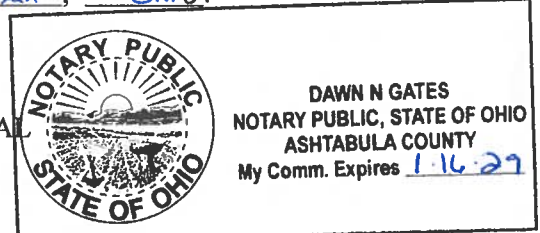
Notary Public

Dawn N. Gates

My Commission Expires 1-16-2024

My Residence County Ashtabula

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 29, by the Jan of April the above named _____ 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, OH

Notary Public

Lisa Hawkins

My Commission Expires 7/14/2025

My Residence County Ashtabula

SEAL



County of Ashtabula, Board of County Commissioners

[Signature] Casey Kozlowski
[Signature] J.P. Ducro, IV
[Signature] Kathryn L. Whittington

Executed before me on 29th Day of April, 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, 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 Plastpro, Inc. (the "Developer"), whose mailing address is 6800 Center Rd., the developer of sublots 14,15,16 and **Parcel 48-008-00-015-01** (the "Subdivision"), a subdivision located in Saybrook Township.

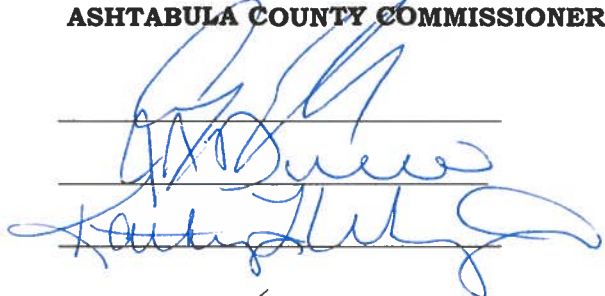
Funds due for the payment in the amount of \$ **45,457.50** , shall be deposited in an interest bearing account in Erie Bank, 36006 State Rd Ashtabula, OH 44024 who shall be the Escrow Agent. The account shall be in the name of ~~the Ashtabula County Commissioners~~ and Plastpro, Inc. Said funds are to be deposited upon signing of this agreement. UT

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: 4-29-25

ASHTABULA COUNTY COMMISSIONERS



Date: 4/28/25

PLASTPRO, INC.


Title: CEO