

RESOLUTION APPROVING A PERFORMANCE AGREEMENT AND AN ESCROW ACCOUNT FOR THE LINCOLN ESTATES SUBDIVISION LOCATED IN ASHTABULA TOWNSHIP

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, OH 44047
Ashtabula County Land Reutilization Corporation, 25 W. Jefferson St., Jefferson, OH 44047

Parcel: 8.82-acre Major Subdivision Parcel 03-017-00-008-00 (the "Subdivision")

Location: Ashtabula Township

Escrow Agent: Erie Bank, 3606 State Rd., Ashtabula, OH 44004

Escrow Amount: \$53,400.00

WHEREAS, the Developer has established an Escrow Account (the "Account") with an escrow agent acceptable to the Board in the amount of \$53,400, as determined by the Board, upon the recommendation of the Ashtabula County Engineer, to guarantee the satisfactory construction and installation of the required improvements for the Subdivision, in accordance with the Ashtabula County Subdivision Regulations; and

WHEREAS, the Performance Agreement provides that the Account shall remain in effect for the twelve (12) month Term of Agreement and shall be held in favor of the Board as security for the satisfactory construction and installation of the required Improvements; and

WHEREAS, the Developer has agreed to cause the Improvements for the Subdivision to be constructed within the Term of Agreement and to use the funds in the Account solely for the construction of the Improvements; and

WHEREAS, the Improvements identified in the Performance Agreement consist of sidewalks, with an estimated construction cost of \$53,400, and the Performance Agreement provides for a 110% amount of \$58,740, including a ten percent (10%) contingency; and

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

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County, Ohio, that the Performance Agreement and Escrow Account for the project described above be and hereby is approved, with the escrow funds to be held at Erie Bank until such time as a notice of release is received and the account may be closed.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2026-390

September 15, 2026

**RESOLUTION APPROVING A PERFORMANCE AGREEMENT AND AN ESCROW
ACCOUNT FOR THE LINCOLN ESTATES SUBDIVISION LOCATED IN ASHTABULA
TOWNSHIP**

Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.

VOTE:

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

**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.



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

Subdivision Performance Agreement

for

Lincoln Estates

COUNTY OF ASHTABULA, OHIO

THIS AGREEMENT made at Jefferson, County of Ashtabula (the "County"), Ohio, commencing September 15 2024 (the "Date of Commencement"), and continuing for a period of twelve (12) months (the "Term of Agreement") from the Date of Commencement, by and between the following parties: (1) **Ashtabula County Land Reutilization Corporation**, (the "Developer"), whose mailing address is 25 W Jefferson St, Jefferson, Ohio 44047, the Developer of Lincoln Estates, (the "Subdivision"), a subdivision located in Ashtabula Township; (2) **Erie Bank** (the "Lending Institution"), a lending institution whose mailing address is 3606 State Road, Ashtabula, OH 44004; and (3) **the Ashtabula County 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 in accordance with the requirements of the Ashtabula County Subdivision Regulations sections 482, 486, and 490 (the "Subdivision Regulations").

A. The Developer Agrees:

1. To establish an escrow account (the "Account") with a Lending Institution acceptable to the Board in the amount of **\$53,400**, as determined by the Board, upon the recommendation of the Ashtabula County Engineer, to cover the estimated cost of construction of the improvements, plus 10% required for any contingencies, 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.

2. To cause the Improvements of the Subdivision to be constructed within the Term of Agreement.

3. To use funds in the Account solely for construction of the Improvements; said funds to be disbursed only upon mutual agreement of the Developer, the Lending Institution, and the Board.

4. To notify the County Engineer not less than two (2) days prior to construction of any and all Improvements.

5. To request other payments on a basis of the percentage of work satisfactorily constructed and installed within the Term of Agreement; said percentage to be determined by the County Engineer based on the itemized cost figures cited in Section D of this Agreement.

B. The Lending Institution Agrees:

1. To hold in the Account the amount of **\$53,400**, as determined by the Board, to cover the estimated cost of construction of the Improvements for the Term of Agreement, said funds to be disbursed only upon mutual agreement of the Developer, the Lending Institution, and the Board.

2. To allow funds in the Account to be used solely for construction of the Improvements, in accordance with the approved Improvement Plan as approved by the Ashtabula County Engineer, including those required improvements that have been fully installed and tested satisfactory at the determination of the Ashtabula County Engineer, said funds to be disbursed only upon mutual agreement of the Developer, the Lending Institution, and the Board, according to a work schedule submitted by the Developer and approved by the Ashtabula County Engineer.

3. To hold not less than ten percent (10%) of funds in the Account until the last payment is requested by the Developer, and until the Lending Institution receives written notice of release of funds by the Board.

4. To disburse other payments on a basis of the percentage of work satisfactorily constructed and installed within the Term of Agreement, said percentage to be determined by the County Engineer based on the itemized cost figures cited in Section D of this Agreement.

C. The Board Agrees:

1. To accept this Agreement in lieu of cash or other surety 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. The Board shall draw on the \$ if the Developer fails or refuses to construct and install all required improvements, or otherwise, by developers own action or in action, causes any breach of this agreement. Any amount drawn on the \$ shall be limited to the minimum amount needed to complete Improvements in accordance with the Subdivision Regulations.

2. To promptly notify the Developer in writing upon a determination by the Board that the Developer has breached its obligation hereunder. The Developer shall have thirty (30) days after receipt of such notice to cure the breach(es) specified therein or, if such breach(es) cannot be completely cured within thirty (30) days, to commence such cure and diligently pursue it to a reasonably prompt conclusion. The Board may only draw on the amount of funds held in the account if the Developer fails to timely cure the breach(es).

3. To order the County Engineer, periodically inspect the Improvements while under construction, inspect any or all of the Improvements within seven (7) days after receiving written notice from the Developer or Director of Planning that any or all of the Improvements has been completed. Within ten (10) days after receiving written notice from the County Engineer, that all of the Improvements have been completed in accordance with the Subdivision Regulations, the Board shall notify the lending institution and the Developer that this agreement may be terminated.

D. Cost Itemization of Improvements, as determined by the County Engineer*:

<u>ITEM</u>	<u>COST (\$)</u>
1. Sidewalks	\$53,400
TOTAL	\$53,400
110% Amount	\$58,740
10% Minimum Balance	\$5,340

*Amount (110%) as determined by the County Engineer based upon Page 86, Section 486.02 of the Ashtabula County Subdivision Regulations

IN WITNESS WHEREOF, the Developer, the Lending Institution, 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 11 day of August in the year 2026

Name of Developer

Ashtabula County Land
Reutilization Corporation

Name and Signature of Owner

Jordan Torrance
Jordan Torrance, Executive Director

State of Ohio, County of Ashtabula

The foregoing instrument was acknowledged before me this 11th of August by Jordan Torrance the owner of Lincoln Estate Subdivision, 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



AMY K CARUSO
Notary Public, State of Ohio
My Commission Expires
04/03/28

Notary

04/03/28

SEAL

My Commission Expires

My Residence County

Name of Lending Institution/Bond Agent

Name & Signature of Authorized Officer

State of Ohio, County of Ashtabula

The foregoing instrument was acknowledged before me this _____, by _____
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 _____, _____.

Notary Public

SEAL

My Commission Expires

My Residence County

County of Ashtabula, Board of County Commissioners

J.P. Ducro

Casey R. Kozlowski, President

Kathryn L. Whittington, Vice-President

Executed before me on 15th Day of September, 2020, by J.P. Ducro, Casey R. Kozlowski 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.

Crystal Sturgill

~~Lisa Hawkins~~, Clerk, Board of Ashtabula County Commissioners
Crystal Sturgill, Assistant Clerk

SIGNATURE PAGE

RE: An agreement with _____

Approved as to Legal Form Only:

By: _____

April R. Grabman
April R. Grabman
Ashtabula County Prosecutor

Date: _____

8/19/26