

APPENDIX M –SPECIAL CONDITIONS AGREEMENT TEMPLATE

**SPECIAL CONDITIONS AGREEMENT
COUNTY OF SUMMIT, OHIO**

This Special Conditions Agreement (“Agreement”) is entered into this _____ day of _____, _____ by and between the County of Summit, Ohio (“County”), an Ohio political subdivision with its principal place of business at 175 South Main Street, Akron, Ohio 44308 and:

Developer Needs to Complete the following:

Name of Developer: _____

(the “Developer”),

Principal Place of Business: _____

{street address, state, zip code and phone no.}

Name of Subdivision: _____

(as name appears on Plat)

In accordance with the terms set forth herein, the Developer and the County agrees as follows:

1. Preliminary Plan

The Preliminary Plan was approved [insert date] and the approval expires in two (2) years on [insert date] subject to revisions of the Preliminary Plan and time extensions that may be granted by the Summit County Planning Commission.

2. Summit County Subdivision Regulations

The Developer acknowledges it received, has read and will comply with all terms of the Summit County Subdivision Regulations (the "Subdivision Regulations") in addition to the requirements as specifically referenced herein.

3. Special Conditions and Requirements

The County and the Developer agree to comply with the special conditions and requirements for the Project as set forth in Exhibit A attached.

4. Events of Default

A. County will have the unrestricted right to enforce its remedies under this Agreement, as provided in the Subdivision Regulations and as provided in law and in equity upon the happening of any one or more of the following events:

- (a) Developer's insolvency or commission of an act affecting or evidencing bankruptcy;
- (b) Filing voluntary or involuntary petition of bankruptcy by or against Developer;
- (c) Appointment of a receiver for Developer by any Court of competent jurisdiction;

- (a) Developer's failure to complete its obligations, including but not limited to obtaining all required permits and bonds, within the time specified by this Agreement, Subdivision Regulations or any applicable law or regulation;
- (e) Developer's failure to perform any other obligations pursuant to this Agreement, Subdivision Regulations or any applicable law or regulation; and
- (f) Cancellation of any government contract for which this Agreement is issued.

The acceptance of Developer's performance after the occurrence of any of the above-named events will not affect the right of the County to exercise any of its rights against the Developer.

- B. In the event the County does not perform its responsibilities in accordance with Exhibit A of this Agreement as required by Section 1110.01 of the Subdivision Regulations, the Developer shall have the right to enforce remedies available to the Developer under this Agreement, as provided in the Subdivision Regulations and as provided in law and in equity.

5. Remedies.

A. Prosecutor's Office

The Summit County Planning Commission shall refer to the County Prosecutor any alleged violation of or a lack of compliance with any provision of this Agreement or Subdivision Regulations.

B. Violation and Penalty

Whoever willfully violates any provision of this Agreement or Subdivision Regulations or fails to comply with any order issued pursuant thereto, shall forfeit and pay to the County a penalty of not less than one hundred dollars (\$100.00) and not more than one thousand dollars (\$1,000.00) for each such violation. Each day a violation occurs or continues shall be treated as a separate violation. Such sum may be recovered with costs in a civil action brought in the Court of Common Pleas of the County, with such action being brought by the County Prosecutor and in the name of the County, and with such sum and costs being for the use of the County.

C. Civil Enforcement

Appropriate legal and/or equitable actions and proceedings may be taken to restrain or abate a violation of this Agreement and Subdivision Regulations, to enforce these regulations to prevent unlawful construction or occupancy of a building or other structure or land associated with a violation of this Agreement or Subdivision Regulations, and/or to recover damages incurred by the County as a result of a violation of this Agreement or the Subdivision Regulations. These remedies shall be in addition to the specific penalties described herein.

D. Stop Work Order

Upon the Developer's failure to comply with its obligations under this Agreement or the Subdivision Regulations, the County will have the right to issue a stop work order against the Developer after the County provides the Developer with written notice describing the noncompliance. Upon receipt of such stop work order, the Developer shall immediately cease, desist and stop all work on the project. The County will rescind the stop work order upon receipt of satisfactory evidence that the Developer has remedied its noncompliance. The Developer will

release, indemnify and hold harmless the County for any expenses or liabilities incurred arising from the issuance of the stop work order.

6. Force Majeure

In the event the County or the Developer (the “parties”) shall be delayed or prevented from performing any of its obligations, except for payment obligations, under this Agreement, due to strikes, lockouts, acts of God, governmental restrictions, enemy act, civil commotion, unavoidable fire or other casualty, or other causes of a like nature beyond the control of the party, then the party shall be excused for a reasonable period for such delay. The parties must take all reasonable action to minimize the effects and the time period of such delay. Prompt written notice of such an event and an estimate of the delay period shall be provided to the other party. The County reserves its right to require the enforcement of any Bonds if such a delay becomes unreasonable.

7. Waiver

The remedies contained in this Agreement and Subdivision Regulations will be cumulative and additional to any other remedies provided in law or equity. The County's delay or waiver of a breach of any provision of this Agreement or Subdivision Regulations will not constitute a waiver of any other breach or of any provisions.

8. Modification

Any modification of this Agreement to be valid must be in writing and signed by County's authorized representative.

9. Non-Assignment

Developer agrees to be responsible for all duties and obligations imposed under the terms of this Agreement and Subdivision Regulations. Developer agrees not to assign (including by operation of law or otherwise) or delegate the performance of its duties under this Agreement without written consent from the County.

10. Jurisdiction

This Agreement will be governed by the laws of the State of Ohio.

11. Entire Agreement

This Agreement and all plans which have been officially approved by the appropriate County officials in accordance with this Agreement and the Subdivision Regulations shall constitute the entire agreement of the parties.

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IN WITNESS WHEREOF, the parties intending to be legally bound have executed this Agreement and the effective date of this Agreement will be the date on which Summit County executed this Agreement.

DEVELOPER

By: _____
Printed Name: _____
Date: _____

SWORN TO BEFORE ME AND SUBSCRIBED, _____,
{Developer} personally appeared before me on this ___ day of _____ 200_.

Notary Public

Seal

SUMMIT COUNTY PLANNING COMMISSION

By: _____
Printed Name: _____
Date: _____

SUMMIT COUNTY EXECUTIVE

By: _____
Printed Name: _____
Date: _____

SUMMIT COUNTY COUNCIL

By: _____
Printed Name: _____, President
Date: _____

Attachments: EXHIBIT "A" Improvement Plans dated _____.

Note: Appendix M SPECIAL CONDITIONS AGREEMENT TEMPLATE, may be revised by the Summit County Planning Commission on a form similar to the attached.