CITY OF HUBBARD, OHIO
RECORD OF ORDINANCES AND RESOLUTIONS

THE FRED PROCTER CO., CINTI, O.

RESOLUTION NO. .....
ORDINANCE NO. 17-25 PASSED October 6 20 25

AN ORDINANCE

ESTABLISHING AND ENACTING CHAPTER 1340 OF THE CITY OF HUBBARD BUILDING CODE CODIFIED ORDINANCES "CONSTRUCTION ACCEPTANCE AND BONDING".

WHEREAS, the City Council of the City of Hubbard, Ohio finds it necessary to enact ordinances from time to time to clarify responsibilities between the City of Hubbard and other interested parties, and,

WHEREAS, Chapter 1340 of the City of Hubbard, Ohio codified ordinances is intended to outline responsibilities of the City of Hubbard and private developers.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Hubbard, Trumbull County, Ohio:

SECTION 1: Chapter 1340 of the City of Hubbard, Ohio Codifies Ordinances shall be established and adopted as written in attachment Exhibit A, incorporated by reference and as if fully written herein.

SECTION 2: All prior Ordinances or parts thereof in conflict with this Ordinance are hereby repealed.

SECTION 3: All formal actions of the City Council of Hubbard, Ohio relating to the adoption of this Ordinance, and all deliberations of the City Council of Hubbard, Ohio and any of its committees leading to such action, were in meeting open to the public as required by law.

PASSED IN COUNCIL THIS 6TH DAY OF October, 2025.

Michael J. Moyer
PRESIDENT OF COUNCIL PRO-TEM

ATTEST:
Barrie Brown
CLERK OF COUNCIL

APPROVED:
MAYOR

APPROVAL DATE: 10-6-25

FIRST READING: 10-6-25

CITY OF HUBBARD, OHIO
RECORD OF ORDINANCES AND RESOLUTIONS

THE FRED PROCTER CO., CINTI, O.

RESOLUTION NO. .....

ORDINANCE NO. 17-25 PASSED..... 20.....

SECOND READING: _____

THIRD READING: _____

I hereby certify that the foregoing Ordinance was published in the News of Hubbard on the dates hereinbelow set forth and was posted at the Hubbard City Municipal Building and the Hubbard Police Department on the day hereinbelow set forth.

DATES OF PUBLICATION:

_____ day of _____, 2025

_____ day of _____, 2025

_____ day of _____, 2025

POSTED:

_____ day of _____, 2025

CHAPTER 1340
HUBBARD BUILDING CODE – CONSTRUCTION ACCEPTANCE AND BONDING

EXHIBIT A

CHAPTER 1340

CONSTRUCTION ACCEPTANCE AND BONDING

1340.01 PURPOSE

The purpose of this chapter is to establish the City construction acceptance and bonding procedures for any public improvements that will become the responsibility of the City.

1340.02 DEVELOPMENT AGREEMENT

Upon receipt of notice of approval of the development plans by the City Engineer, but prior to the commencement of construction, the Developer and City of Hubbard shall execute a Developers Agreement which make assurances to the City of Hubbard, Ohio that all required improvements will be completed as specified in these documents. The method of guarantee shall be in the form of the Development Agreement which shall be a contract between the Developer and the City of Hubbard. The Development Agreement shall be prepared by the City of Hubbard in accordance with all legal requirements of the City

1340.03 PERFORMANCE BOND & INSURANCE REQUIREMENTS

The Developer shall post a performance bond, in the amount of One Hundred (100) Percent of the total estimated costs of the construction of the required improvements, as specified in these Subdivision Regulations in order to guarantee their proper construction and installation. The City Engineer shall review the Developers construction cost estimate and determine if the estimated costs adequately reflect the costs of the required improvements as well as the time period that is likely to be required to construct all improvements and shall approve and certify in writing the arrangements of the Developer prior to the posting of the performance bond.

a) The City reserves the right to reject any performance bond which the City Engineer has determined to be unacceptable. The performance bond shall not exceed a period of two (2) years unless mutually extended in writing by the Developer and the City of Hubbard, Ohio.
b) The performance bond shall be made payable to and enforceable by the City of Hubbard, Ohio and shall provide that the Developer, their heirs, successors and assignees, their agent or servants will comply with all applicable terms, conditions, provisions and requirements of these Subdivisions Regulations.
c) The Developer shall furnish and keep in full force and effect at all times during the period required to install the improvements, and for a period of one year thereafter, a policy of insurance written by a solvent insurance company authorized to do business in the State of Ohio. Such policy shall be in form and amount satisfactory to the City Law Director and shall insure and indemnify the City of Hubbard, Ohio against any legal liability incurred as a result of damage to persons or property arising out of the acts or omissions of the Developer or any of their contractors, subcontractors, agents, or employees in connection with the installation or construction of such improvements or arising out of the unimproved condition of the streets being improved. The insurance policy shall be provided to the City of Hubbard, Ohio prior to commencement of construction.

1340.04 INSPECTION

a) The materials, equipment, and installation of all public improvements, including but not necessarily limited to streets, sidewalks, storm sewers, sanitary sewers, and waterlines which lay within the public right-of-way, will be inspected and tested. As-built drawings of the final locations of all infrastructure to be publicly owned shall be provided by the Developer upon completion.
b) The cost of such inspection, testing, and recording shall be paid by the Developer. The estimated cost of the inspection, as determined by the City Engineer, shall be deposited with the City prior to the beginning of construction.
c) Within six (6) months of Final Acceptance, all unused inspection monies, if any, deposited shall be refunded to the Developer by the City.

1340.05 CONSTRUCTION COMMENCEMENT REQUIREMENTS

The subdivider may commence construction once the following items are satisfied:

1. Plan approval has been obtained from the City Engineer and Planning Commission.
2. All regulatory permits have been secured by the Subdivider and provided to the City for their records.
3. The Development Agreement has been fully executed by the City and Developer.
4. The Developer has posted the required Performance Bond & Insurance Requirements.
5. All required inspection fees have been posted by the Developer

1340.06 CONDITIONAL ACCEPTANCE

a) Upon substantial completion of the construction in compliance with the approved construction plans and documents, and at the written request of the Developer to the Service Director, the City may grant conditional acceptance of the public construction that will become the responsibility of the City by adopted resolution of City Council. The period of Conditional Acceptance shall last until such a time that 75% of the proposed development lots, in accordance with the approved development plan, unless otherwise authorized by the Service Director, have received occupancy permits.
b) Conditional Acceptance shall be conditioned upon the following:
    1. Submission of as-built drawings in .PDF format to the City Zoning Inspector of all public improvements that will become the responsibility of the City. The as-built drawings shall be prepared and certified by a Professional Surveyor registered in the State of Ohio.
    2. All major components of the public construction that will become the responsibility of the City have been completed to the extent that does not present undue health, safety, and welfare hazards to the public.
    3. The City Engineer shall approve and certify in writing that said improvements have been constructed and completed in a satisfactory manner.
c) The City Zoning Inspector shall not issue any zoning certificates for building construction until such time as the conditional acceptance resolution required by this section is adopted by City Council. Upon adoption of this resolution by City Council, the Zoning Inspector may issue necessary zoning permits for building construction.

d) During the Conditional Acceptance period, the City will operate the water and sanitary sewer infrastructure in compliance with State of Ohio regulations. However, the City will not assume ownership or be responsible for any maintenance activities related to these systems. Additionally, the City will not own, maintain, or operate any other public infrastructure during this phase.
e) During the conditional acceptance period, the Developer, its heirs, successors and assignees, their agent or servants shall be responsible for all maintenance and incur all associated costs related to the public construction that will become the responsibility of the City upon Final Acceptance. The City shall make the Developer aware of maintenance issues via certified letter. Upon receipt of the letter, the Subdivider shall have fifteen (15) calendar days to provide a maintenance schedule for approval by the Service Director or their authorized representative.
f) The City shall reserve the right to perform all work and invoice and/or assess the Developer for any maintenance costs incurred by the City should the Developer not respond within the allotted calendar day window, violate the agreed upon maintenance schedule, or the maintenance issue is determined by the Service Director or their authorized representative to present undue health, safety, and welfare hazards to the public.

1340.07 FINAL ACCEPTANCE

a) At such a time that 75% of the proposed development lots have received occupancy permits, the Developer shall request in writing to the Service Director final acceptance of the infrastructure by the City. At this time, the Developer shall present related letters of certification of payment in full of the involved Contactors, Subcontractors, material suppliers, Consulting Engineers, Surveyors, etc. as well as all occupancy permits as obtained from the applicable regulatory agency.
b) Final acceptance shall be given after all public improvements have been satisfactorily maintained and all defects or deficiencies have been corrected to the satisfaction of the City and, if applicable, all expenses incurred by the City pursuant to the development have been paid in full. Final Acceptance shall occur via passage of a final acceptance resolution by City Council.
c) No improvements shall receive final acceptance by the Council until the Developer has posted an approved Maintenance Bond in the amount of ten (10) percent of the actual construction costs of the public improvements to be accepted by the City. The dollar amount of the Maintenance Bond shall be reviewed and approved in writing by the City Engineer. The Maintenance Bond shall extend for a period of two (2) years from the date of final acceptance by the City in the case of all public improvements.

1340.08 PHASED COMPLETION

The Developer may apply for approval by the City of phased completion of the development. At time of application, the Developer plans must clearly show the limits of each phase and clearly state the number of proposed lots to be developed as part of each phase. The requirements of this Section shall apply. The threshold for Final Acceptance shall be 75% of the proposed development lots in each individual phase having received occupancy permits.

1340.09 FAILURE TO SATISFACTORILY COMPLETE REQUIRED IMPROVEMENTS

The Developer shall be in default of the Development Agreement with the City when any one of the following conditions exist:

1. In the event that the Developer has failed to satisfactorily complete the installation of the required improvements as specified in these Subdivision Regulations, in accordance with the terms and conditions of the Development Agreement with the City.
2. The Developer has failed to construct and/or install the required improvements in accordance with the minimum standards specified in these Subdivision Regulations, and is unwilling to modify, upgrade or reconstruct said improvements to conform with the requirements within a thirty-day time period from notification.
3. The improvements constructed and installed in the Subdivision have failed, deteriorated or have not functioned properly during the two (2) year time period immediately following their acceptance by the City of Hubbard, Ohio due to the manner in which they were constructed and installed or when the required improvements are not in accordance with "record" drawings submitted to the City by the Developer and the Developer has failed to correct the deficiencies upon the request and instruction of the City.

DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between _____ a _____ with an address of _____, hereinafter referred to as "Developer", and the **City of Hubbard**, Trumbull County, Ohio, hereinafter referred to as "City". "Council" as referred to herein, shall be the City Council of Hubbard, Trumbull County, Ohio, and "City Engineer" shall refer to the City Engineer or the City's Consulting Engineer hired to perform services on this project. The term "Development" shall refer to the land being developed as set out in the Plat(s) as approved by the City Planning and Zoning Commission ("Planning Commission"). The term "Subdivision" shall refer to the individual phase (such as "Phase 1 or Phase 2") of a Development which the Developer has chosen to construct, and to individual parcel development(s) that require improvements.

WHEREAS, said Subdivision known as _____, requires the construction of public improvements i.e., those improvements required to be installed in the existing right of way or in right of way to be dedicated to and accepted by the City at the completion of construction of the public improvements; and

WHEREAS, on _____, the Planning Commission voted to recommend to City Council _____ consisting of _____ (_____) lots (hereinafter "Subdivision"); and

WHEREAS, engineering estimates to construct these public improvements were agreed upon between the Developer and the City; and

WHEREAS, Developer desires to construct public improvements for the Subdivision under the terms of this Development Agreement; and

WHEREAS, City will agree to such provisions as are necessary for the construction of these public improvements as set forth herein;

NOW, THEREFORE, THE FOLLOWING IS HEREBY AGREED TO BY AND BETWEEN THE DEVELOPER AND THE CITY OF HUBBARD, TRUMBULL COUNTY, OHIO:

1. **Construction of Public improvements**.

The Developer is to construct and install according to the plans, construction schedule specifications submitted and approved by the City, all public improvements shown and set forth in the Final Plat dated _____,for _____ as presented to Planning Commission on _____. Said construction and installation shall be a prerequisite to obtaining any permits for the construction of residential dwellings. Developer's obligation to construct said public improvements shall not be conditioned upon the sale of lots in this Subdivision.

The Developer recognizes that the acceptance process for the public improvements shall follow the Conditional Acceptance and Final Acceptance requirements of Ordinance _____.

Developer hereby acknowledges and agrees that all public improvements shall be the responsibility of the Developer until the Final Acceptance ordinance is passed by City Council. Until such time, the Developer is responsible for all maintenance activities and costs.

2. **Engineer's Estimated Cost of Public improvements.**

The City Engineer has reviewed the estimated costs of construction of public improvements as submitted by the Developer, the cost of which are _____ ($_____) ("Engineer's Estimate") as approved by the City Engineer.

3. **Performance Bond.**

A. Prior to the commencement of construction of public improvements, Developer shall provide a financial guarantee of performance to the Auditor of the City of Hubbard in the form of a Performance Bond acceptable to the City or a bond with substantially the same effect, in the amount of _____ ($_____) which is One Hundred Ten (110%) percent of the total Engineer's Estimate of costs. In lieu of a bond, (a) a letter of credit, drawn on a federally insured financial institution, payable to the City, (b) cash, (c) certificates of deposit conditionally assigned to the City made by a federally insured financial institution or (d) a combination of these items, in the total amount, may be delivered to the City. No construction of public improvements shall commence until said financial guarantee of performance has been provided to, and approved by, the Auditor. This financial guarantee shall be released to Developer upon final acceptance of all public improvements for this phase of the Development to the satisfaction of the City Engineer and upon passage of a final acceptance ordinance by Council.

4. **Indemnification and Liability Insurance.**

Developer hereby agrees to defend, indemnify and hold the City of Hubbard, its officers, councilmembers, directors, agents and employees harmless against all claims, costs, damages, expenses and liabilities as a result of loss or injury arising out of the clearing of land or construction of the Subdivision and the public improvements. Prior to the commencement of any construction on the Subdivision site, Developer agrees to provide the City with proof of One Million ($1,000,000.00) Dollars liability insurance protecting the City from liability arising out of the development of the Subdivision and public improvements. Developer shall not allow this insurance policy naming the City as an additional insured and to expire earlier than the effective period of any maintenance bond, and shall provide a copy of the insurance policy to remain, at all times, with the Director of Finance of the City.

5. **Title Insurance.**

Prior to recording of the final Plat, the Developer shall furnish title insurance in the amount of at least One Hundred Thousand ($100,000.00) Dollars, covering the lands to be dedicated to the City of Hubbard, if any, as indicated on the final Plat and showing the unencumbered, legal title to such dedicated lands in the name of the City when the final Plat is filed for record.

6. **Deposit for Engineering, Construction Inspection, and Material Testing Fees**.

Prior to this Development Agreement being placed on Council's agenda for approval by Developer shall deposit the sum of _____($_____) with the Auditor of the City of Hubbard to cover the engineering fees commensurate with the work performed, including construction inspection and material testing. Should actual expenses exceed the required deposit, the City reserves the right, at any time, to demand additional funds be deposited under this section to cover current or future engineering costs, construction inspection, and material testing fees. Failure to make the required deposits with the Auditor within three (3) business days of said Director's written request shall constitute and be considered cause for the City to suspend any further development work by the Developer until such time as the Developer is in full compliance with this Section. The City shall not accept public improvements in any Subdivision until all engineering, construction inspection and material testing fees have been paid in full.

Any deposit over and above actual expenses incurred for engineering in this Phase of the Subdivision shall be retained by the City and shall be released to the Developer only after the final acceptance of all public improvements for the entire Development or applicable phase to the satisfaction of the City Engineer.

7. **Maintenance Bond**.

Prior to being placed on Council's agenda for final acceptance of public improvements in this Subdivision, Developer shall deposit with the Director of Finance a Two (2) year maintenance bond for streets, pavement, storm and sanitary sewers, water systems, street lighting systems and facilities appurtenant thereto in the amount of _____ ($_____), which represents ten percent (10%) of the estimated cost of said public improvements as determined by the City Engineer.

8. **Sidewalk Deposit**. (If applicable)

Developer's estimated cost for sidewalks is _____ ($_____) as approved by the City Engineer. Should sidewalks not be completed at the time of acceptance of public improvements by City Council, the Developer shall deposit with the Auditor a cash deposit in the amount _____ ($_____), which is 150% of the City Engineer's estimate for the construction of sidewalks ("Sidewalk Deposit"). This deposit must be made prior to Council placing an ordinance to accept public improvements in the Subdivision. Developer will be entitled to incremental refunds of 25% of the total amount deposited upon installation of each quarter amount of the total sidewalks to be installed upon verification of same by the City Engineer.

Developer must install sidewalks throughout the Subdivision within ~~Thirty (30)~~ 18 months of the date in which the City passes the final acceptance ordinance for the public improvements. In the event that sidewalks are not installed within this period, the Sidewalk Deposit shall be forfeited and the City shall install the sidewalks and charge to the Developer any additional costs incurred but not covered by the Sidewalk Deposit.

9. **Assessments**.

Developer agrees to pay all outstanding assessments encumbering the public improvements to the appropriate governmental entity. Conclusive proof that said assessments have been paid must be submitted to the Auditor prior to an ordinance being placed on Council's agenda for final acceptance of public improvements in this Subdivision.

10. **Payment or Satisfaction of Delinquent or Outstanding Obligations**.

Unless otherwise specified in this document, prior to this Development agreement being placed on Council's Agenda for approval by ordinance, any monies owed by the Developer to the City of Hubbard, as determined by the City Auditor, and which remain unpaid, shall be paid by the Developer or approved as satisfied by the City Auditor.

11. **Time for Completion of Public improvements**.

All public improvements are to be completed and conditional acceptance requested within a period of Twenty-Four (24) months from Council's adoption of the ordinance approving this Development Agreement unless Council extends this period of time by legislative action. In the event that construction of public improvements is not completed within this Twenty-Four (24) month period or within the period pursuant to an extension granted by the City, Developer shall, if requested by the City Engineer, provide new engineering estimates of cost of construction of public improvements for the Subdivision and the City Engineer may require, if necessary, the performance bond, maintenance bond and engineering and legal fee deposits to be updated to reflect the revised City Engineer's estimate of cost.

12. **Actual Costs of Public improvements**.

The Developer, prior to passage of the final acceptance ordinance accepting public improvements, shall submit to the Auditor the actual costs of public improvements itemized as to roadway (length, width, type, unit cost, street name), traffic control (signalization, location, cost), sanitary sewers (length by size, unit cost, street location), storm sewers (length by size, unit cost, street location) water distribution (length by size, unit cost, street location), park/bike trail(s) (if applicable, length, width, unit cost, location) and pump station(s) (if applicable, cost, location, description) that are to be accepted by the City. The costs for these items shall include all incidental items such as hydrants, valves, manholes, catch basins, etc., as necessary to construct the improvement.

13. **Engineer's As-Built Documents**.

Developer shall file with the Zoning Inspector as-built documents prior to the conditional acceptance ordinance being placed on Council's agenda for acceptance of public improvements in this Subdivision. The as-built documents shall be submitted in hard copy or, if generated by such means, in electronic form and by hard copy on reproducible mylar. Electronic copies shall be submitted on the appropriate digital media in DXF or DWG format.

14. **Compliance by Developer as Condition Precedent to Subsequent Development or Phases.**

Developer acknowledges and agrees that it will fully comply with all terms and conditions contained herein as conditions precedent. The City may withhold approval of any such subsequent development or public improvements until such time as the Developer fulfills all the terms, conditions and requirements set out herein.

15. **License to Enter Upon Private Streets, Driveways, and Parking Areas.**

Developer herein agrees to grant to the City of Hubbard (i.e., Fire Department, Police Department and Service Department), a license to enter upon any private streets, driveways, or parking areas within the Subdivision for the purposes of carrying out inspections, patrolling and security and necessary governmental functions. While present on said private premises, public employees or agents for the various departments shall have those rights, privileges, defenses and immunities granted City employees set forth in Ohio Revised Code including but not limited to Chapter 2744.

16. **Breach of Contract.**

Developer further agrees that any violation of or non-compliance with any of the provisions and stipulations of this Agreement, shall constitute a breach of contract. A breach of contract shall also be deemed to have occurred in the event of the Developer's failure to perform work at the Subdivision for a period of One Hundred Twenty (120) days, or the Developer's insolvency, appointment of a receiver, filing of a voluntary or involuntary petition in bankruptcy, the commencement of a foreclosure proceedings of a lien against the Subdivision property, or its conveyance in lieu of foreclosure. The City agrees that in the event of a breach, it shall provide Developer with notice thereof in writing. Should Developer fail to remedy the breach, to the satisfaction of the City within Thirty (30) days after receiving notice thereof from the City, the City shall have the right to stop all work forthwith and use Developer's guarantees for such purpose and require Developer to pay any additional amounts required to complete the work.

17. **Preservation and Restoration of Property.**

Developer shall safely maintain the work during construction and until final acceptance. This maintenance shall constitute continuous and effective work prosecuted as required with adequate equipment and forces to the end that the roadbeds, road surfaces and structures are kept in satisfactory condition at all times. Developer shall be responsible for all damage or injury to property of any character, including roadbeds and road surfaces, during the prosecution of the work, resulting from any act, omission, neglect or misconduct in his manner of method of executing said work satisfactorily, or due to its non-execution of said work, or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When or where any direct or indirect damage or injury occurs on public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may

be directed, or he shall make good such damage or injury, in an acceptable manner. In the event of any damage or injury to property as stated herein, all deposits and financial guarantees set forth in this Agreement shall be retained by the City and not released until such time as the appropriate repairs are made and acceptable to the City Engineer and Law Director.

18. **Ingress and Egress**.

Developer shall restrict all movement of loads, vehicles and other equipment into and from the site in strict accordance with a route approved by the Service Director or designee thereof.

19. **Cleaning Up**.

During the construction, the Developer shall keep the site of the work as free from material, debris and rubbish as is practicable and shall remove such items entirely and at once, if, in the opinion of the City, such material, debris or rubbish constitutes a nuisance, a safety hazard or is objectionable in any way to the public.

Upon completion and before final acceptance of the work, Developer shall remove from the site of the work and adjacent premises all machinery, equipment, surplus materials, false work, excavated and useless materials, rubbish, temporary buildings, barricades and signs, and shall restore the site to the same general conditions that existed prior to the commencement of its operations.

Developer shall clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt, and any other foreign materials deposited or accumulated on any portion of its work, or existing work, due to its operations.

In the event Developer fails to comply as set forth herein, the City shall perform the necessary work to accomplish the clean up set forth herein and shall charge the Developer for said work.

In the event of non-compliance as stated herein, all deposits and financial guarantees set forth in this Agreement shall be retained by the City and not released until such time as the appropriate clean up is made and acceptable to the City Engineer and Law Director.

20. **Warranty Against Defects**.

Developer shall warrant all Subdivision public improvements to be free from defects and shall make all necessary repairs or modification to the Subdivision for a period of two (2) years from final acceptance of dedication of public improvements by the City. If the Developer fails to meet its warranty obligations in a timely manner, the City may contract with any other party for the necessary work or use its own employees to perform the work and be reimbursed by the Developer or, if sufficient funds are available, to draw upon the financial guarantees provided in this Agreement.

21. **City Ordinance and Regulations, Survival of Agreement, Non-Waiver.**

Nothing in this Development Agreement shall constitute a waiver of the rights of the parties, including local government sovereign immunity. All City Ordinances and regulations not inconsistent with this Agreement shall remain in full force and effect, and shall be binding upon and control construction and development of the Subdivision, and nothing contained in this Agreement, nor acceptance of dedication of public improvements by the City, shall limit the effect of same, including, but not limited to, design and construction, planting of trees, street lighting, conveyance of required easements, payment of storm drainage fees, park fees, sewer tap fees, and any other requirements of the Codified Ordinances of the City.

22. **A.D.A. Compliance.**

Developer shall fully comply with all relevant requirements of the Americans with Disabilities Act and all site public improvements subject to this law must be approved prior to construction by the Service Director.

23. **Severability Clause.**

If any part, clause, provision or condition of this Development Agreement is held to be void, invalid, or inoperative, such part, clause, provision or condition will be severed and will not render invalid the remaining portions of this Agreement.

24. **Obligation to Notify.**

Developer shall notify, in writing, any transferee of the Subdivision or any lot located in the Subdivision of the existence, terms and conditions contained in this Agreement and any easements or restrictions required hereunder. The Developer shall provide the City with a copy of said written notification immediately thereafter.

25. **Addresses of Parties for Purpose of Notice.**

All notices and communications between parties pursuant to this Agreement shall be made upon the City through the Office of the Service Director at 220 West Liberty Street, Hubbard, Ohio 44406.

26. **Parties Bound.**

This Agreement shall be binding upon and inure to the benefit of the Developer, its builders, contractors, subcontractors, its heirs, executors, administrators, agents, successors and assigns.

27. **Modification or Amendment.**

This Development Agreement shall not be modified, amended or assigned except by a written instrument signed by the Developer, the Developer's Assignee, and the Service Director

or other authorized agent of the City of Hubbard and approved by vote of a majority of the members of City Council.

IN WITNESS WHEREOF, this Development Agreement is executed at Hubbard, Ohio, this day of _____, 20____.

DEVELOPER

_____
Authorized Agent

_____
Print Name

CITY OF HUBBARD

_____
Service Director

_____
Print Name

WITNESSES:

_____

_____
Print Name

Approved as to Form

_____
Mark Villano
Law Director
City of Hubbard