

RESOLUTION

IN THE MATTER OF ENTERING INTO AN AGREEMENT TO ADDRESS THE REMOVAL OF OBSTRUCTIONS IN THE ELLINGTON VILLAGE SUBDIVISION DRAINAGE IMPROVEMENT EASEMENT.

WHEREAS: The Licking County Engineer has reported that certain obstructions have been placed within the Ellington Village Subdivision drainage improvement easement by various property owners that limit the Engineer from inspecting, and as necessary maintaining, the drainage intended to be conveyed through such easement; and,

WHEREAS: this Board, the Engineer, the Planning Director and the Prosecuting Attorney have committed to having these obstructions addressed to the satisfaction of the Engineer by first notifying property owners to remove the obstructions within a set time; and,

WHEREAS: the Developer has agreed to cooperate at arriving at a solution by agreeing to be responsible for removing such obstructions should a court of competent jurisdiction deem the Developer liable for such costs; and,

WHEREAS: an agreement has been prepared to that effect and is ready for execution; NOW, THEREFORE,

BE IT RESOLVED by the Board of County Commissioners, County of Licking, State of Ohio:

The President of this Board, or in his absence, the Vice President, is hereby authorized to execute the “Agreement for Release of Performance Bonds” between the Board and D.R. Horton – Indiana, LLC, a Delaware limited liability company with an address of 550 Polaris Parkway, Suite 200, Westerville, Ohio 43082 (“Horton”) which accompanies this Resolution.

**LICKING COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 25-0915-COMM

November 06, 2025

**Entering Into an Agreement to Address the Removal of Obstructions in the
Ellington Village Subdivision Drainage Improvement Easement.**

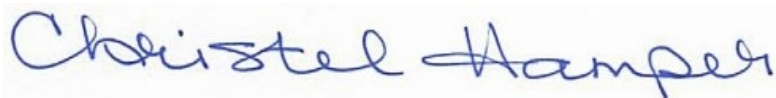
Upon the motion of Duane H. Flowers, seconded by Timothy E. Bubb.

VOTE:

Rick Black	Aye
Timothy E. Bubb	Aye
Duane H. Flowers	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 Licking County, Ohio, on the date noted above.



Christel Hamper, Clerk of the Board
Board of County Commissioners
Licking County, Ohio

AGREEMENT FOR RELEASE OF PERFORMANCE BONDS

Now Comes, the Licking County Commissioners ("County") with an address of 20 S. 2nd St. Newark, Ohio 43055 and D.R. Horton – Indiana, LLC a Delaware limited liability company with an address of 550 Polaris Parkway, Suite 200, Westerville, Ohio 43082 ("Horton") and as of the last date appearing on the signature page hereto agree to the following with respect to the release of the subsequently defined Subdivision Performance Bonds ("bonds") via this Agreement for Release of Performance Bonds ("Agreement").

Whereas, Horton, or its predecessor entities, and specifically Westport Homes of Central Ohio, posted numerous performance bonds naming the Licking County Commissioners as an insured, and specifically, as detailed below, for numerous public improvements including but not limited to storm sewer improvements, street improvements, streetlight and erosion control improvements, central retention basins, and street signage more specifically identified as the following bonds referenced herein by the following numbers and amounts:

Bond No.	Amount	Bond No.	Amount
30063200	\$ 57,846.30	SUR0066286	\$ 64,300.58
SUR0063185	\$138,475.98	9387068	\$ 18,270.90
SUR0063187	\$681,637.97	US00105302SU21A	\$ 29,551.80
30111268	\$ 50,465.00	US00105301SU21A	\$ 40,500.00
30111270	\$ 94,705.00	800054873	\$168,960.70
30111271	\$ 71,482.00	800054874	\$287,929.46

Whereas, construction has been finalized and the plats recorded for the Ellington Village Subdivision and all improvements that are the subject of these bonds have been completed, but not accepted as final by the Licking County Commissions; and

Whereas, all maintenance obligations have ceased under the aforementioned bonds; and,

Whereas, Horton, or its predecessor in interest has remitted payment, including premiums for all of these bonds since their inception, and would continue to incur cost for payment of same but for this Agreement; and

Whereas, an issue has arisen related to certain obstructions or improvements that have been installed by various owners at Ellington Village within the area of a Drainage Improvement Easement that is presently held by the County such that these obstructions or improvements interfere with the County Engineer's ability to inspect and, as necessary, maintain/repair the drainage easement (and may also interfere with the flow of water as designed); and,

Whereas, the Plats at issue for the Ellington Village Subdivision provides, "The aforementioned 'Drainage easement' (D.E.) permits the construction, operation and maintenance of all public and quasi-public stormwater and drainage infrastructure only, excepting sanitary sewer easements and utility easement crossing as shown herein, provide the other provisions of this drainage easement are complied with as listed below. Said "Drainage Easement" may be above, beneath and on the surface of the ground, and where necessary, for the construction, operation and maintenance of connection to all adjacent lots and land. For all areas designated as "Drainage Easement", no above grade structures, dams, landscaping, mounding of earth, or other obstructions to the flow of the storm water runoff are permitted within the Drainage Easement areas as delineated on this plat unless approved by the Licking County Engineer and the Licking County Planning Commission Board."

Whereas, the homeowners at issue did not obtain approval from the Licking County Engineer, nor the Licking County Planning Commission for the construction of the structures, despite being advised by Horton to do so, as represented by Horton under the terms of this Agreement; and,

Whereas, the County will not release the bonds to Horton until such time as the encroachments are cured, which the parties agree may require legal process by the County against various owners; and therefore, the Parties agree as follows:

1. The foregoing recitals are incorporated herein and made a part of this Agreement.
2. Compliance with Drainage Easement.
 - a. The County will issue letters to the landowners in question instructing them to remove, or modify, the obstructions (to the satisfaction of the County Engineer) within 180 days of the date such letter is mailed.
 - b. In the event that all landowners do not comply with the request of such letters within the 180 days, within 40 days of the lapse of the allotted 180 days, the County will undertake the filing of appropriate legal action to address such failure(s).
 - c. Should Horton be deemed responsible for the costs associated with removal of the obstructions by a court of competent jurisdiction, Horton shall, in compliance with any such Court order, promptly be responsible for all costs of removal as may be ordered by the Court, and shall comply with all Court orders as may lawfully be issued for removal of any such encroachments, subject to any appeal rights.
 - d. To the extent that Horton receives notice of any filing by any landowner, Horton shall notify the County within three (3) business days of receipt of the same.
3. **Release of Performance Bonds.** Upon execution of this Agreement, the County shall release all bonds outlined above, and, accept such improvements as public improvements for purposes of public use and maintenance.
4. **Non-Admission of Liability.** Neither the County nor Horton believe that they or the other (nor its successors or assigns including the Ellington Village Homeowners' Association)

should be liable to each other or any other person/entities/parties for any existing encroachment condition and this Agreement should not be interpreted to be any form of acknowledgment or admission of liability. Further, Horton's total liability, if any, for cure of any such encroachments shall only be occasioned by a judgment awarded against them by a court of competent jurisdiction, unless Horton agrees otherwise.

5. **Severability**. If any provision of this Agreement, or any covenant, obligation, or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.
6. **Choice of Law**. This Agreement shall be construed in accordance with the laws of the State of Ohio.
7. **Amendments to the Agreement**. This Agreement constitutes the entire Agreement between the Parties concerning its subject matter. No subsequent material alteration or amendment to this Agreement shall be binding upon the Parties unless approved by the County and Horton in writing and signed by both Parties.
8. **Successors and Assigns**. This Agreement, and all obligations and benefits contained herein, shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Parties.

Licking County Board of
Commissioners, by

Signature

Commissioner

Title

Per Resolution No.

Date

D.R. Horton - Indiana, LLC, a Delaware
limited liability company, by



Signature

Division President

Title

11. 4. 25

Date

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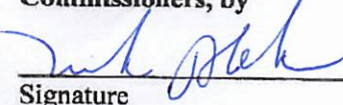
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Licking County Board of
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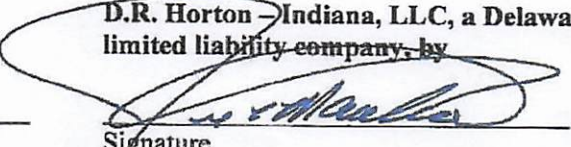

Signature

Commissioner-Board President
Title

Per Resolution No. _____

11/6/25
Date

D.R. Horton - Indiana, LLC, a Delaware
limited liability company, by


Signature

Division President
Title

11. 4. 25
Date