

City of Strongsville

16099 Foltz Parkway
Strongsville, Ohio 44149-5598
Phone: 440-580-3110
Council Office Fax: 440-572-1648
www.strongsville.org

May 14, 2020

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, May 18, 2020**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road***:

Caucus will begin at 7:45 p.m. All committees listed will meet immediately following the previous committee:

7:45 P.M. **Planning, Zoning & Engineering** will meet to discuss Ordinance Nos. 2020-065 and 2020-066.

Economic Development Committee will meet to discuss Ordinance No. 2020-075.

Committee of the Whole will meet to discuss Ordinance No. 2020-072 and 2020-076.

8:00 P.M. **Regular Council Meeting**

Any other matters that may properly come before this Council may also be discussed.

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Kelly A. Kosek
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Matthew A. Schonhut
At-Large

Aimee Pientka, MMC
Clerk of Council

Tiffany Mekeel, CMC
Assistant Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING

MONDAY, MAY 18, 2020 AT 8:00 P.M.

Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Council Meeting – May 4, 2020*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Mr. Carbone:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Short:
 - BUILDING AND UTILITIES – Mr. DeMio:
 - COMMUNICATIONS AND TECHNOLOGY – Ms. Roff:
 - ECONOMIC DEVELOPMENT – Mr. Carbone:
 - FINANCE – Mr. DeMio:
 - PLANNING, ZONING AND ENGINEERING – Mr. Schonhut:
 - PUBLIC SAFETY AND HEALTH – Mr. Short:
 - PUBLIC SERVICE AND CONSERVATION – Mr. Kaminski:
 - RECREATION AND COMMUNITY SERVICES – Ms. Kosek:
 - COMMITTEE-OF-THE-WHOLE – Mr. Schonhut:
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
 - MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:
9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2020-065 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21600 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO SR-1 (SENIOR RESIDENCE) CLASSIFICATION (PPN 392-14-003), AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 04/20/20. Favorable recommendation by the Planning Commission on 04/30/20.*
- Ordinance No. 2020-066 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT ROYALTON ROAD AND WEBSTER ROAD, IN THE CITY OF STRONGSVILLE FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION (PART OF PPN 398-28-007); AND FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO LB (LOCAL BUSINESS) CLASSIFICATION (PART OF PPN 398-28-009), AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 04/20/20. Favorable recommendation by the Planning Commission on 04/30/20.*
- Ordinance No. 2020-072 by Mayor Perciak and All Members of Council. AN ORDINANCE REPEALING CHAPTERS 810, 844, 846, 864, 870, 872, AND CHAPTER 874 OF TITLE TWO OF PART EIGHT BUSINESS REGULATION AND TAXATION CODE IN ORDER TO UPDATE THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE. *First reading 05/04/20.*
- Ordinance No. 2020-075 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING A JOB/PAYROLL CREATION INCENTIVE GRANT FOR UNION HOME MORTGAGE CORP., AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-076 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE ACCEPTANCE OF CORONAVIRUS RELIEF FUNDING UNDER THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) ACT AND OHIO SENATE BILL NO. 310, AFFIRMING THE EXPENDITURE OF SAID FUNDS BY THE CITY CONSISTENT WITH THE CARES ACT, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 065

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21600 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO SR-1 (SENIOR RESIDENCE) CLASSIFICATION (PPN 392-14-003), AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at 21600 Royalton from GI (General Industrial) classification to SR-1 (Senior Residence) classification (PPN 392-14-003), which property is more fully described in Exhibit "A" and as depicted in Exhibit "B," attached hereto and incorporated herein as if fully rewritten.

Section 2. That the Clerk of Council is hereby authorized to cause the necessary change on the Zoning Map to be made in order to reflect the zoning change in classification as provided in this Ordinance.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to rezone such property in order to provide for the orderly development of lots and lands within the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: _____

April 20, 2020

Referred to Planning Commission

Second reading: _____

April 24, 2020

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 - 065

Page 2

*Favorable recommendation
by the Planning Commission*
Approved: April 30, 2020.

Third reading: _____

Public Hearing: _____

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2020-065 Amended: _____
 1st Rdg. 04-20-20 Ref: PC/P2E
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____



LEGAL DESCRIPTION

Premises to be rezoned

PPN 392-14-003

21600 Royalton Road

Strongsville, Ohio 44149

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 86, further known as being all of those lands conveyed to Robert Joseph Latawiec by deed recorded in AFN 201508170523 of Cuyahoga County Records, said premises being more particularly bounded and described as follows:

BEGINNING on the current northerly line of Royalton Road (State Route 82), 80 feet wide, at the northeasterly corner of Parcel No. 44-WD conveyed to the City of Strongsville by deed recorded in AFN 200407191146 of Cuyahoga County Records, said point also being the southwesterly corner of Parcel A of a Lot Consolidation Plat recorded in Volume 385 of Maps, Page 20 of Cuyahoga County Records (a 5/8 inch iron pin with "TGC Eng. 7631-8557" ID cap was found distant South 00 degrees 15 minutes 10 seconds East, 0.25 foot from said point);

Course No. 1: Thence South 89 degrees 04 minutes 31 seconds West along the northerly line of said Parcel No. 44-WD, a distance of 300.00 feet to a 5/8 inch iron pin with "C. Dempsey P. S. 6914" ID cap set at the northwesterly corner thereof, said point also being a southeasterly corner of lands conveyed to Omni SLF Strongsville Villas, LLC by deed recorded in AFN 202001090328 of Cuyahoga County Records;

Course No. 2: Thence North 00 degrees 15 minutes 10 seconds West along an easterly line of said Omni SLF Strongsville Villas, LLC lands, a distance of 260.00 feet to an internal corner thereof (a 5/8 inch iron pin was found distant 0.11 foot South and 0.04 foot West of said point);

Course No. 3: Thence North 89 degrees 04 minutes 31 seconds East along a southerly line of said Omni SLF Strongsville Villas, LLC lands, a distance of 300.00 feet to a southeasterly corner thereof, said point being located on a westerly line of Parcel A in the aforementioned Lot Consolidation Plat (a 5/8 inch iron pin was found distant 0.50 foot South and 0.09 foot West of said point);

Course No. 4: Thence South 00 degrees 15 minutes 10 seconds East along the westerly line of said Parcel A, a distance of 260.00 feet to the Place of Beginning and containing 1.7905 Acre (77,994 Square Feet) of land, according to a survey by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on April 7, 2020, being the same more or less but subject to all legal highways and easements of record.

Bearings are based on Grid North of the Ohio State Plane Coordinate System North Zone, NAD 83 Datum.



**EXHIBIT TO ACCOMPANY LEGAL
DESCRIPTION OF PREMISES
TO BE REZONED**

PPN 392-14-003

**21600 ROYALTON ROAD
STRONGSVILLE, OH 44149**

SITUATED IN THE CITY OF STRONGSVILLE, COUNTY OF
CUYAHOGA, AND STATE OF OHIO, AND KNOWN AS BEING
PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT No. 86

I HEREBY STATE THAT THIS MAP IS BASED ON AN ACTUAL
FIELD SURVEY PREPARED BY ME. THE SURVEY IS CORRECT
TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.
PERMANENT MONUMENTS WERE FOUND OR SET AT ALL
LOCATIONS SHOWN HEREON. ALL DIMENSIONS GIVEN ARE
EXPRESSED IN FEET AND DECIMAL PARTS THEREOF.
BEARINGS ARE REFERENCED TO GRID NORTH OF THE OHIO
STATE PLANE COORDINATE SYSTEM NORTH ZONE, NAD 83
DATUM.



Christopher J. Dempsey
CHRISTOPHER J. DEMPSEY
PROFESSIONAL SURVEYOR NO. 6914
DATE OF SURVEY: APRIL 7, 2020

DEMPSEY SURVEYING / COMPANY
P 2167/2267/1130 12915 DETROIT AVENUE
P 2167/2267/1131 CLEVELAND, OH 44107-2835

NOTE
THIS EXHIBIT HAS BEEN PREPARED WITHOUT BENEFIT OF A
CURRENT TITLE COMMITMENT FOR THE PREMISES BEING REZONED,
AND THEREFORE MAY NOT NECESSARILY REFLECT ALL EASEMENTS,
RESTRICTIONS OR OTHER CONDITIONS AFFECTING THE PREMISES.

PARCEL No. 43-WD
CITY OF STRONGSVILLE
AFN 200310071632 C. C. R.
TAX MAILING ADDRESS:
18099 FOLTZ PARKWAY
STRONGSVILLE, OHIO 44149

PARCEL No. 44-WD
CITY OF STRONGSVILLE
AFN 200407191146 C. C. R.
TAX MAILING ADDRESS:
16099 FOLTZ PARKWAY
STRONGSVILLE, OHIO 44149

FILE No. 9436
© 2020 DEMPSEY SURVEYING CO.

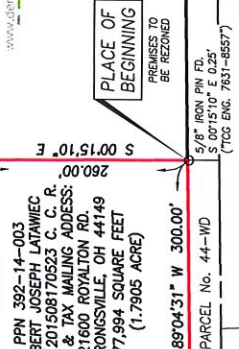
LOT CONSOLIDATION PLAN
VOL. 385, PG. 20 C. C. M. R.

OWN: SIF STRONGSVILLE, LLC
AFN 201809140415 C. C. R.
SITE ADDRESS: 21453 ROYALTON RD, STRONGSVILLE, OH 44139
TAX MAILING ADDRESS: 33095 BANBRIDGE RD, SOLON, OH 44139

PARCEL A

PPN 392-14-002
OMNI SIF STRONGSVILLE, LLC
AFN 202001090328 C. C. R.
TAX MAILING ADDRESS:
33095 BANBRIDGE RD, SOLON, OH 44139

PPN 392-14-001
OMNI SIF STRONGSVILLE, LLC
AFN 202001090328 C. C. R.
TAX MAILING ADDRESS:
33095 BANBRIDGE RD, SOLON, OH 44139



PLACE OF BEGINNING
PREMISES TO BE REZONED

PPN 393-03-012
JARONE LAND COMPANY, LLC
AFN 201809140415 C. C. R.
SITE & TAX MAILING ADDRESS:
21487 ROYALTON RD, STRONGSVILLE, OH 44149
TAX MAILING ADDRESS:
10247 DENHURST RD, SUITE 100 ELYRIA, OH 44035

PPN 393-03-001
ANNA L. ST. PETER & CHARLES F. POPE
VOL 15676, PG. 451 C. C. R.
SITE & TAX MAILING ADDRESS:
STRONGSVILLE, OH 44149



ROYALTON ROAD (STATE ROUTE 82)
(80') (PUBLIC)

EXHIBIT B

PETITION FOR ZONING CHANGE

Ordinance Number: 2020-065

To the Council of the City of Strongsville, County of Cuyahoga, State of Ohio:

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class G1 use to a class SR1 use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: ZONING CHANGE FROM GENERAL

INDUSTRIAL G-1 TO SENIOR RESIDENCE SR-1

WILL CONFORM TO THE SENIOR RESIDENCE TO THE EAST AND NORTH

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: Will PROVIDE ADDITIONAL

FRONTAGE ON ROYALTON RD. FOR THE VITALIA SENIOR COMMUNITY.

Please list other supporting documents (if any) which accompany this petition:

1. VITALIA STRONGSVILLE SITE PLAN
2. _____
3. _____

THE PROPOSED USE OF THE PROPERTY IS: ATTACHED ONE STORY

CLUSTER HOMES AND MULTIPURPOSE COMMUNITY BUILDING

Name, address and telephone number of applicant or applicant's agent:

Name: GARY BIALES

Address: 33095 BAINBRIDGE RD., SOLON, OHIO 44139

Telephone Number: 216-299-4551

Signature of Owner(s) (AGENT)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this _____ day of _____, 20__.

Notary Public
My commission expires: _____

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

PROPERTY DESCRIPTION FORM

Ordinance Number: 2020-065

The following described property is that property for which a change is being requested in the attached Petition for Zoning Change and which is hereby incorporated into and made part of said petition:

Address of Property: 21600 Royalton Dr

Permanent Parcel No.: 39214003

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) ROYALTON RD, ROUTE 82 TO SOUTH

Number and type of buildings which now occupy property (if any): ONE SINGLE FAMILY HOUSE

Acreage: 2.07Acres

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): NONE

Said deed restrictions (will) (have) expire(d) on: _____

Said property is presently under lease or otherwise encumbered as follows: _____

Owner(s)	Percent of Ownership:
1. <u>ROBERT LATAWEIC</u>	<u>100</u> %
2. _____	_____ %
3. _____	_____ %

Robert Lataweic
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this _____ day of _____, 20____

NOT REQUIRED PER LAW

DEPARTMENT

Notary Public

My commission expires _____

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.



EXHIBIT A
Property Description

Issuing Office File No.: 20-OH-5988

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio:

And known as being part of Original Strongsville Township Lot No. 86, bounded and described as follows:

Beginning in the southerly line of said Original Lot No. 86, which is also the center line of Royalton Road (60 feet wide) at the southwesterly corner of a parcel of land conveyed to Willis E. Siedel and Frances M. Siedel by deed dated March 30, 1946, and recorded in Volume 6055, Page 464 of Cuyahoga County Records;

Thence South 88° 42' 00" West along the center line of said Royalton Road, 300 feet;

Thence North 0° 37' 00" West parallel with the westerly line of said parcel so conveyed to Willis E. Siedel and Frances M. Siedel, 300 feet;

Thence North 88° 42' 00" East parallel with the center line of said Royalton Road. 300 feet to the westerly line of said parcel so conveyed to Willis E. Siedel and Frances M. Siedel;

Thence South 0° 37' 00" East along said westerly line, 300 feet to the place of beginning, be the same more or less, but subject to all legal highways.

EXCEPTING THEREFROM that portion of land contained in the deed to the City of Strongsville recorded July 19, 2004 in Cuyahoga County Records as AFN 200407191146.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA Commitment for Title Insurance-08-01-2016 for OH 06-01-2017

Page 9 of 9

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CUYAHOGA COUNTY, MyPlace

Search

City Strongsville

Search By

Owner

Parcel

Address

39214003 | LATAWIEC, ROBERT



[View Map](#)

PROPERTY DATA

392-14-003

LATAWIEC, ROBERT JOSPEH
21600 ROYALTON DR
STRONGSVILLE, OH. 44149

General Information

Transfers

Values

Land

Building Information

Building Sketch

Other Improvements

Permits

Property Summary Report

TAXES

Tax Bill

[View/Pay Tax Bill](#)

LEGAL RECORDINGS

[Get a Document List](#)

Land Record

Record Number	1
Legal Front	300
Effective Front	300
Lot Size (SqFt.)	78000
Topography	LEVEL

Land Type	1
Legal Depth	260
Avg Depth	270
Acreeage	1.791
Lot Shape	RECTANGULAR

Site Factors

1. OUTSIDE INFL
2. TRAFFIC 95%

[View Map](#)



Search

City Entire County

Search By Owner Parcel Address

Search



[Go To Full Map](#)

Zoom in and click on a parcel for more information or click the banner to reset the map

Disclaimer: Cuyahoga County provides this geographic data and related analytical results as a free public service on an "as is" basis. Cuyahoga County makes no guarantee(s) or warranty(ies) as to the accuracy, completeness, or timeliness of the information contained herein, and said information is not intended to, nor does it, constitute an official public record of Cuyahoga County. While much of the data contained herein is compiled from public records, the official records of the public office or agency from which they were compiled remains the official record of any such public office or agency. **By accessing, viewing or using any part of the site, you expressly acknowledge you have read, agree to and consent to be bound by all of the terms and conditions listed on this site. Routine maintenance is performed on Fridays and disruptions may occur. We apologize for any inconvenience.**

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is entered into at Cleveland, Ohio as of the date of the last party to sign this Agreement, by and between OMNI SLI STRONGSVILLE VILLAS, L.L.C (hereinafter "Buyer"), and ROBERT LATAWIEC (hereinafter referred to collectively as "Seller").

1. PURCHASE AND SALE.

A. Buyer hereby offers and agrees to buy and Seller hereby agrees to sell and convey to the Buyer, the single family home situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and commonly known as 21600 Royalton Road and having Permanent Parcel Number 392-14-003 (hereinafter the "Premises").

B. The "Premises" shall consist of all of the following:

(1) all real property together with all buildings, easements, hereditaments, fixtures and appurtenances thereunto belonging, but subject to all legal highways; and

(2) The "Personal Property" which shall include any of the following items which now serve the Premises: all electrical, heating, plumbing, fixtures, landscaping and shrubbery, window shades and curtains, screen and storm windows, doors, all curtains and drapery rods, all carpeting, all built-in kitchen appliances, refrigerator, stove, all lighting fixtures, washer, dryer, fire and/or burglar alarm systems, electric garage door opener(s) and all garage door remotes, and:

Seller may remove any and all Personal Property on or before the date of Closing at Seller's discretion. Seller shall remove all items and debris in the yard surrounding the house on or before the date of Closing.

C. The purchase and sale shall be on the terms, conditions and provisions herein after set forth.

2. **PURCHASE PRICE.** Buyer agrees to pay for the Premises: XXXX and No/100 Dollars (\$XXXXXX.00) (the "Purchase Price").

Payable as follows:

A. Earnest Money ("Earnest Money") by check payable to the Title Company (as hereinafter defined) receipt of which is hereby acknowledged \$XXXX .

B. Balance to be deposited in escrow with the Title Company at closing in immediately available funds..... \$XXXXXXXX.

3. **HOMEOWNER'S ASSOCIATION.** Seller warrants that the Premises is not subject to a homeowner's association.

RSK

4. **TITLE.**

A. **Deed.** Transfer shall be made in fee simple by general warranty deed with dower rights, if any, released conveying the Premises to Buyer free and clear of all encumbrances except real estate taxes and assessments, general and special, which are a lien on the Premises, but not yet due and payable at the date of transfer of title, and easements, restrictions and conditions of record and zoning ordinances provided that said zoning ordinances do not prohibit the Premises from being used for the same purposes and in the same manner as now used. Unless assumed by Buyer, Seller's mortgage or mortgages shall be paid and canceled and any expenses or penalties in connection therewith shall be paid by Seller. Seller shall remove any title exceptions which may be cured by the payment of a liquidated sum and authorizes the Title Company to cause any such exceptions to be removed utilizing the proceeds to be paid to Seller hereunder to the extent that Seller fails to remove such exceptions prior to the Closing Date.

B. **Title Insurance.** This transaction is contingent upon Seller furnishing a title commitment to Buyer setting forth the state of the title from Everest Land Title Agency Ltd. 2820 Key Tower, 127 Public Square, Cleveland, Ohio 44114, (216) 750-6118 ("Title Company") within ten (10) days of the acceptance of this offer. Notwithstanding anything contained to the contrary, if BUYER does not accept the conditions set forth in the title commitment, then at Buyer's option, upon written notice to Seller within ten (10) days of receipt of the title commitment, this transaction shall be null and void and of no further effect and Buyer shall receive the return of the Earnest Money. Seller shall furnish an ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price as evidence or assurance that there has been conveyed to Buyer the title required to be conveyed hereunder. If there have been improvements or construction within the period provided by law for the filing of mechanic's liens, then Seller shall furnish evidence satisfactory to Buyer and the Title Company selected pursuant hereto of the payments in full of all labor and materials.

5. **CURE OF TITLE DEFECTS; REMEDIES.** If Seller is unable to convey title as required hereunder because of a defect therein or if the Title Company refuses to issue its evidence of title as required hereunder because of such a defect, then Seller shall have thirty (30) days from the date of notice thereof to either cure such defect at Seller's sole cost and expense, or notify Buyer that it will not cure such defect. Should Seller be unable or unwilling to cure or correct any such defect or defects or objectionable matters of record within said thirty (30) day period, then Buyer may accept title subject to such objectionable items and waive the provisions of this paragraph and proceed to consummate this transaction as hereinafter set forth without abatement of the Purchase Price; or, at the election of Buyer, Buyer may rescind this transaction and all monies and documents, if any, shall be returned to the respective party having deposited the same and the parties shall stand in the same place and stead as if no agreement had been entered into, and shall have no further obligations hereunder. If Buyer fails to perform any of Buyer's obligations under this Agreement, and such failure shall continue for a period of ten (10) days after written notice from Seller, then Seller shall be entitled to the Earnest Money deposited pursuant to Paragraph 2(A) of this Agreement as stipulated liquidated damages, and both parties shall be relieved of all further liability hereunder.

6. **POSSESSION.** Possession of the Premises is to be delivered to Buyer on the Closing Date (as hereinafter defined). Seller warrants there will be no lease of the Premises as of the Closing Date. Notwithstanding anything else herein contained, Seller shall not be required to deliver possession, until such time as the Buyer and the Title Company are ready, willing and able to disperse the Purchase Price to the Seller. Seller shall remove from the Premises all personal property not being transferred to Buyer hereunder on or before the date upon which possession of the Premises is delivered to Buyer. Pending closing, Buyer shall have

RSL

the right to inspect the Premises at all reasonable times after reasonable notice to Seller, and in any event, within forty-eight (48) hours of Closing (the "Final Inspection") to insure that the Premises are in the same condition as when inspected, reasonable wear and tear excepted and in broom clean condition on the date of transfer of possession.

7. **INSPECTION.**

A. This transaction is contingent upon and is subject to Buyer obtaining and approving an inspection of the Premises (including but not limited to general, environmental, and/or any other inspection determined by Buyer in their sole discretion) within one hundred eighty (180) days of the mutual execution hereof (the "Inspection Period"). In the event Buyer, for any reason, is dissatisfied with the results of said inspection, Buyer may terminate this Agreement by written notice to Seller on or before the expiration of the Inspection Period and Buyer shall be entitled to receive the return of the Earnest Money and the parties shall be released from all liability hereunder.

B. In addition to the Inspection Period described in Section 7.A. above, Seller shall have an additional one hundred eighty (180) days after the expiration of the Inspection Period (the "Extension Period") to obtain zoning and/or all necessary governmental approvals and permits to develop and operate a senior living community. In order to exercise this right, Buyer shall send Seller written notice of its election for the additional time set forth above on or before the expiration of the Inspection Period. If Buyer is unable to obtain all necessary approvals within the Extension Period, Buyer may terminate this Agreement and Buyer shall be entitled to receive the return of the Earnest Money and the parties shall be released from all liability hereunder.

C. Notwithstanding the foregoing, Buyer shall endeavor to give Seller reasonable advance notice (estimated to be 90 days after the date of this Agreement) of the likelihood that Buyer will be able to obtain the necessary approvals to develop the Property for its intended purpose so that Seller can make other living arrangements.

8. **ESCROW PROCEDURE.** When accepted, this offer shall constitute an Agreement for the purchase and sale of the Premises and shall be enforceable by an action for specific performance. This Agreement shall serve as escrow instructions subject to the escrow agent's usual conditions of acceptance where not contrary to any of the terms hereof. Title Company shall be the escrow agent (the "Escrow Agent") for consummation of this transaction. Thirty (30) days after expiration of the Inspection Period, or Extension Period, if applicable, shall be the date of closing of this transaction (the "Closing Date") unless otherwise agreed to in writing by the parties. On the Closing Date, the Escrow Agent shall cause the title to the Premises (including a County UCC search) to be searched, and provided the Title Company will issue the above-required evidence of title and the Escrow Agent has received all funds and documents to be deposited hereunder, the Escrow Agent shall cause the deed to be filed for record on such date and the funds disbursed in accordance with this Agreement.

9. **PRORATIONS.** The Escrow Agent shall prorate real estate taxes and assessments to the date of title transfer using the last available County Treasurer's Tax Duplicate. In the event of a difference between the estimated real estate taxes and assessments and the actual final amount of such taxes and assessments (including changes in the amount resulting from a proposed or actual change in valuation prior to the date of title transfer), the parties shall re-prorate real estates taxes and assessments outside of escrow. Meters for all public utilities (including water) being used on the Premises shall be ordered read on the day of giving possession by Seller and all charges to said date shall be paid by Seller. The Escrow Agent shall retain in escrow Two

ATL

Hundred Dollars (\$200.00) pending proof of payment of all such utility charges. The provisions of this section shall survive closing. Seller warrants that Seller has not received notice of any proposed increase or additional tax or assessment from any governmental authority.

10. **CHARGES.** The Escrow Agent shall charge Buyer with (i) recording fees, (ii) the cost of the title commitment and an ALTA Owner's policy of title insurance in the amount of the Purchase Price plus any endorsements or additional insurance requested by Buyer or their lender, (iii) the escrow fee, (iv) any transfer tax or conveyance fees required by law to be paid at the time of filing the deed, and (v) the escrow fee.

11. **BROKER.** The parties acknowledge to each other that they were not brought together through the efforts of a real estate broker or salesman except for Wade Dougherty of Omni, LLC representing Buyer who shall be compensated by Buyer pursuant to a separate written agreement, and that no one shall be entitled to a commission as a result of the successful consummation of this agreement except as otherwise provided in this section.

12. **REPRESENTATIONS AND WARRANTIES.** Buyer is relying solely upon Buyer's inspection and investigation of the Premises for all purposes whatsoever. Buyer acknowledges that the Premises is being purchased and will be conveyed "AS IS" with all faults and defects, if any, whether patent or latent. There have been no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Premises, its condition, or any other matters whatsoever, made or furnished to Buyer by Seller or any employee or agent of Seller, except as specifically set forth in this Agreement or in the Residential Property Disclosure Form (pursuant to Ohio Revised Code §5302.30). Seller represents and warrants that Seller is not a "non-resident alien", "foreign person" or "foreign entity" and Seller agrees to provide Buyer and escrow agent, at Closing, with an appropriate affidavit on the form required by the Internal Revenue Service.

13. **AUTHORITY.** Seller represents and warrants that Seller is the owner of the Premises in fee simple and has the right and power to enter into this Agreement and to carry out the terms hereof. All persons signing as Seller agree to execute Seller's deed required hereunder. Each person signing this Agreement in a representative capacity warrants his or her authority to do so. The terms Buyer and Seller shall include all parties designated and their respective heirs, executors, administrators, nominees, successors and assigns, and wherever the singular is used it shall include the plural and wherever the masculine gender is used it shall include the neuter and feminine, as the context requires. Buyer shall have the right to assign this agreement to their nominee prior to closing.

14. **DAMAGE.**

A. If the Premises or improvements therein are damaged or destroyed before the date of title transfer (or all or a portion of the Premises is taken by condemnation), then Seller shall promptly notify Buyer of such damage and of the amount of insurance proceeds exclusive of proceeds specifically for damage to personal property of Seller not being conveyed to Buyer) payable. Buyer shall have the option, to be exercised by notice to Seller not later than five (5) days after notice from Seller, to:

(1) Receive the proceeds of any insurance payable for damage to the Premises (including a credit for any deductible) therein and complete the purchase; or,

(2) Terminate this Agreement and recover all funds paid by Buyer hereunder. The failure of Buyer timely to exercise its option shall be deemed an election to terminate this Agreement.

ASL

B. Seller shall bear the risk of loss until title transfer.

15. **LEAD WARNING STATEMENT.** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. Buyer [] **HAS** (Buyer's initials) received a copy of the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a copy of the "Disclosure on Lead-Based Paint and/or Lead-Based Paint Hazards."

16. **ENTIRE AGREEMENT; NOTICE.** This Agreement contains the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained. The warranties and representations herein shall be deemed made as of the date of acceptance hereof by Seller and again as of the date of title transfer. The warranties and representations herein survive the closing of this transaction and the filing for record of Seller's deed. Notices to Seller may be mailed to the Premises and to Buyer at the address listed below. Upon execution of this Agreement by both the Buyer and the Seller, this Agreement shall bind the respective parties hereto, their heirs, executors, administrators, successors and/or assigns.

17. **FINANCING CONTINGENCY.** [Intentionally deleted.]

[The remainder of this page is left intentionally blank]

Addendum

131

18. **NOTICES AND DISCLOSURES**

#1 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (F) of Section 4112.02 of the Revised Code and the Federal fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex familial status, ancestry, handicap, or national origin; or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

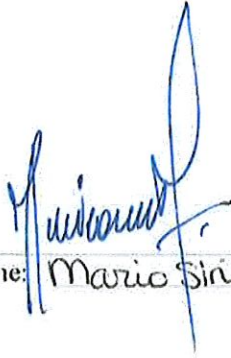
#2 Residential Property Disclosure Form: With respect to the sale of real Property that has from one to four dwelling units, most sellers will be required to provide Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time Buyer enters into this agreement, Buyer may be entitled to rescind this agreement by delivering a document of rescission to Seller or Seller's agent, provided such document of rescission is delivered prior to all three of the following dates: (1) the date of closing; (2) 30 days after the Seller accepted the Buyer's offer; and (3) Within 3 business days following the receipt by Buyer or Buyer's agent of the Property Disclosure Form or amendment of that form. Seller shall promptly provide Buyer with an amended Property Disclosure Form if Seller becomes aware of any inaccuracy therein and Buyer shall have five (5) days to elect to terminate this agreement, receive the return of the Earnest Money and the parties shall be released of all liability hereunder. Buyer [] **HAS** (Buyer's initials) or [] **HAS NOT** (Buyer's initials) received a copy of the Residential Property Disclosure Form.

#3 Ohio Sex Offender Registration and Notification Law: Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community if a sex offender resides in the area. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. Therefore, you can obtain information from the sheriff's office regarding the notices they have provided pursuant to Ohio's sex offender notification law.

[Signature Page Follows]

12/2

"BUYER"



Printed Name: Mario Sinicariello

Printed Name: _____

Telephone: () _____

Address: 33095 Bainbridge Rd
Solon OH 44139
Date: 2/10/2020

"SELLER"



Printed Name: ROBERT J. LATAWICE

Printed Name: _____

Telephone: (216) 299-1652

Address: 21600 Royalton Rd
Strongsville OH 44149
Date: 2-5-2020



Royalton

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Tiffany Mekeel, Assistant Clerk of Council

DATE: April 2, 2020

SUBJECT: Rezoning Application
Robert Lataweic, Owner
PPN: 392-14-003
Address: 21600 Royalton Road
From General Industrial (GI) to Senior Residential (SR-1)

Please check the legal description on the attached application for rezoning and, if correct, please forward to the Law Director so he may prepare legislation for Council to consider.

Thank you.

TAM
Attachments

Cc: Thomas P. Perciak, Mayor
Neal Jamison, Law Director
Daniel J. Kolick, Assistant Law Director
George Smerigan, City Planner
Brent Painter, Economic Development Director
All Members of Council
Carol Brill, Planning Commission Secretary

City of Strongsville

Memorandum

To: Neal Jamison, Law Director

CC: Mayor Perciak
Ken Mikula, City Engineer
Aimee Pientka, Clerk of Council
George Smerigan, City Planner
Brent Painter, Economic Development Director
Dan Kolick, Assistant Law Director
Carol Brill, Planning Commission Secretary

From: Lori Daley, Assistant City Engineer

Date: April 8, 2020

Re: Rezoning Application
Robert Lataweic, Owner
PPN 392-14-003
21600 Royalton Road
From GI to SR-1

Neal,

Revisions were required to the legal description and exhibit included in the Clerk of Council's April 2, 2020 memo regarding the above referenced application. Attached are the correct legal description and exhibit that accurately describe the parcel to be rezoned.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission

FROM: Tiffany Mekeel, Assistant Clerk of Council

DATE: April 21, 2020

SUBJECT: Referral from Council: Ordinance Nos. 2020-065 and 2020-066

Please be advised that at its regular meeting of April 20, 2020, City Council referred the following Ordinances to the Planning Commission for its report and recommendation thereon:

- **Ordinance No. 2020-065** by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21600 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO SR-1 (SENIOR RESIDENCE) CLASSIFICATION (PPN 392-14-003), AND DECLARING AN EMERGENCY.

- **Ordinance No. 2020-066** by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT ROYALTON ROAD AND WEBSTER ROAD, IN THE CITY OF STRONGSVILLE FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION (PART OF PPN 398-28-007); AND FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO LB (LOCAL BUSINESS) CLASSIFICATION (PART OF PPN 398-28-009), AND DECLARING AN EMERGENCY.

A copy of the Ordinances are attached for Planning Commission review.

TAM
Attachment

MEMORANDUM

TO: Aimee Pientka, Council Clerk
Neal Jamison, Law Director

FROM: Carol Brill, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: May 1, 2020

Please be advised that at its meeting of April 30, 2020, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2020-065

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21600 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO SR-1 (SENIOR RESIDENCE) CLASSIFICATION (PPN 392-14-003), AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2020-066

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT ROYALTON ROAD AND WEBSTER ROAD, IN THE CITY OF STRONGSVILLE FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION (PART OF PPN 398-28-007); AND FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO LB (LOCAL BUSINESS) CLASSIFICATION (PART OF PPN 398-28-009), AND DECLARING AN EMERGENCY.

INFINIUM PARKWAY/ Jerry Gruszewski, Agent

Subdivision of PPN's 394-05-004 and 394-03-012 located on Infinium Parkway and Commerce Parkway and Prospect Road, zoned General Industrial. **BZA Variance granted 4-8-20.*

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 066

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT ROYALTON ROAD AND WEBSTER ROAD, IN THE CITY OF STRONGSVILLE FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION (PART OF PPN 398-28-007); AND FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO LB (LOCAL BUSINESS) CLASSIFICATION (PART OF PPN 398-28-009), AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain properties located at Royalton Road and Webster Road, from PF (Public Facilities) classification to R1-75 (One Family 75) classification (part of PPN 398-28-007), and from PF (Public Facilities) classification to LB (Local Business) classification (part of PPN 398-28-009), which properties are more fully described in Exhibits "A" and "B," and as depicted in Exhibit "C," all attached hereto and incorporated herein as if fully rewritten.

Section 2. That the Clerk of Council is hereby authorized to cause the necessary change on the Zoning Map to be made in order to reflect the zoning change in classification as provided in this Ordinance.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to rezone such property in order to provide for the orderly development of lots and lands within the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 - 066
Page 2

First reading: April 20, 2020
Second reading: _____
Third reading: _____
Public Hearing: _____

Referred to Planning Commission
April 21, 2020
Favorable recommendation by PC
Approved: April 30, 2020

President of Council

Approved: _____
Mayor

Date Passed: _____

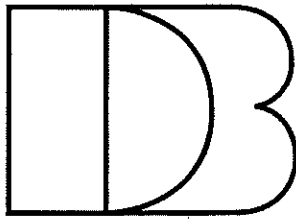
Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2020-066 Amended: _____
1st Rdg. 04-20-20 Ref: PC/P2E
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130
F 216.642.1132



EXHIBIT A

PF to R1-75
Zoning
DGB 4887-3

January, 2020

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 15, and bounded and described as follows:

Beginning at a point in the centerline of Webster Road, 60 feet wide, at its intersection with the centerline of Royalton Road (S.R. 82), variable width;

Thence North 0 degrees 06 minutes 20 seconds East along the centerline of Webster Road, 444.14 feet to a point at its intersection with the northerly line of a parcel of land conveyed to Michael J. Rush by deed recorded as A.F.N. 200907220855 of Cuyahoga County Records;

Thence North 89 degrees 53 minutes 40 seconds West along the northerly line of said land conveyed to Michael J. Rush, 30.00 feet to a point in the westerly line of Webster Road, and the principal place of beginning of the parcel herein described;

Thence North 89 degrees 53 minutes 40 seconds West along the northerly line of said land conveyed to Michael J. Rush, 200.00 feet to the northwesterly corner of said land so conveyed;

Thence North 0 degrees 06 minutes 20 seconds East along the northerly prolongation of the westerly line of said land conveyed to Michael J. Rush, 90.00 feet to its intersection with the southerly line of a parcel of land conveyed to Jason E. Simko by deed recorded as A.F.N. 201504280719 of Cuyahoga County Records;

Thence South 89 degrees 53 minutes 40 seconds East along the southerly line of said land conveyed to Jason E. Simko, 200.00 feet to its intersection with the westerly line of Webster Road;

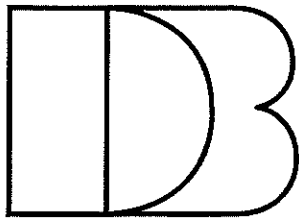
Thence South 0 degrees 06 minutes 20 seconds West along the westerly line of Webster Road, 90.00 feet to the principal place of beginning, and containing 18,000 square feet or 0.4132 acres of land as described by Donald G. Bohning & Associates, Inc. in January, 2020.

The courses used in this description are referenced are referenced to the centerline of Royalton Road as shown on the ODOT Royalton Road Improvement Plans, Project CUY 82-3.66, and are used to indicate angles only.

Michael A. Ackerman
Registered Surveyor No. 8196

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**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130
F 216.642.1132



EXHIBIT B

PF to LB
Zoning
DGB 4887-3

January, 2020

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 15, and bounded and described as follows:

Beginning at a point in the centerline of Royalton Road (S.R. 82), variable width, at its intersection with the centerline of Webster Road, 60 feet wide;

Thence South 89 degrees 13 minutes 56 seconds West along the centerline of Royalton Road, 588.63 feet to its intersection with the easterly line of Parcel 1 of land conveyed to the Spirnak Family Limited Partnership by deed recorded as AFN 200201020417 of Cuyahoga County Records;

Thence North 0 degrees 59 minutes 01 second East along the easterly line of said Parcel 1 of land conveyed to the Spirnak Family Limited Partnership, 48.02 feet to a point at its intersection with the northerly line of Royalton Road, and the principal place of beginning of the parcel herein described;

Thence South 89 degrees 13 minutes 56 seconds West along the northerly line of Royalton Road, 350.00 feet to its intersection with the easterly line of a parcel of land conveyed to Debra M. Jones by deed recorded as AFN 201509030621 of Cuyahoga County Records;

Thence North 0 degrees 59 minutes 01 second East along the easterly line of said land conveyed to Debra M. Jones, 239.28 feet to a point;

Thence North 89 degrees 13 minutes 56 seconds East, 350.00 feet to its intersection with the easterly line of said Parcel 1 of land conveyed to the Spirnak Family Limited Partnership;

Thence South 0 degrees 59 minutes 01 second West along the easterly line of said Parcel 1 of land conveyed to the Spirnak Family Limited Partnership, 239.28 feet to the principal place of beginning and containing 83,707 square feet or 1.9217 acres of land, as described by Donald G. Bohning & Associates, Inc. in January, 2020.

The courses used in this description are referenced to the centerline of Royalton Road as shown on the ODOT Royalton Road Improvement Plans, Project CUY 82-3.66, and are used to indicate angles only.

Michael A. Ackerman
Registered Surveyor No. 8196

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DATE	REVISIONS	BY



ZONING LEGEND	
	CURRENT PF ZONING TO REMAIN:
	CURRENT PF ZONING RE-ZONED TO R1-75:
	CURRENT PF ZONING RE-ZONED TO LB:

MAP TO ACCOMPANY LEGAL DESCRIPTIONS FOR ZONING REQUEST

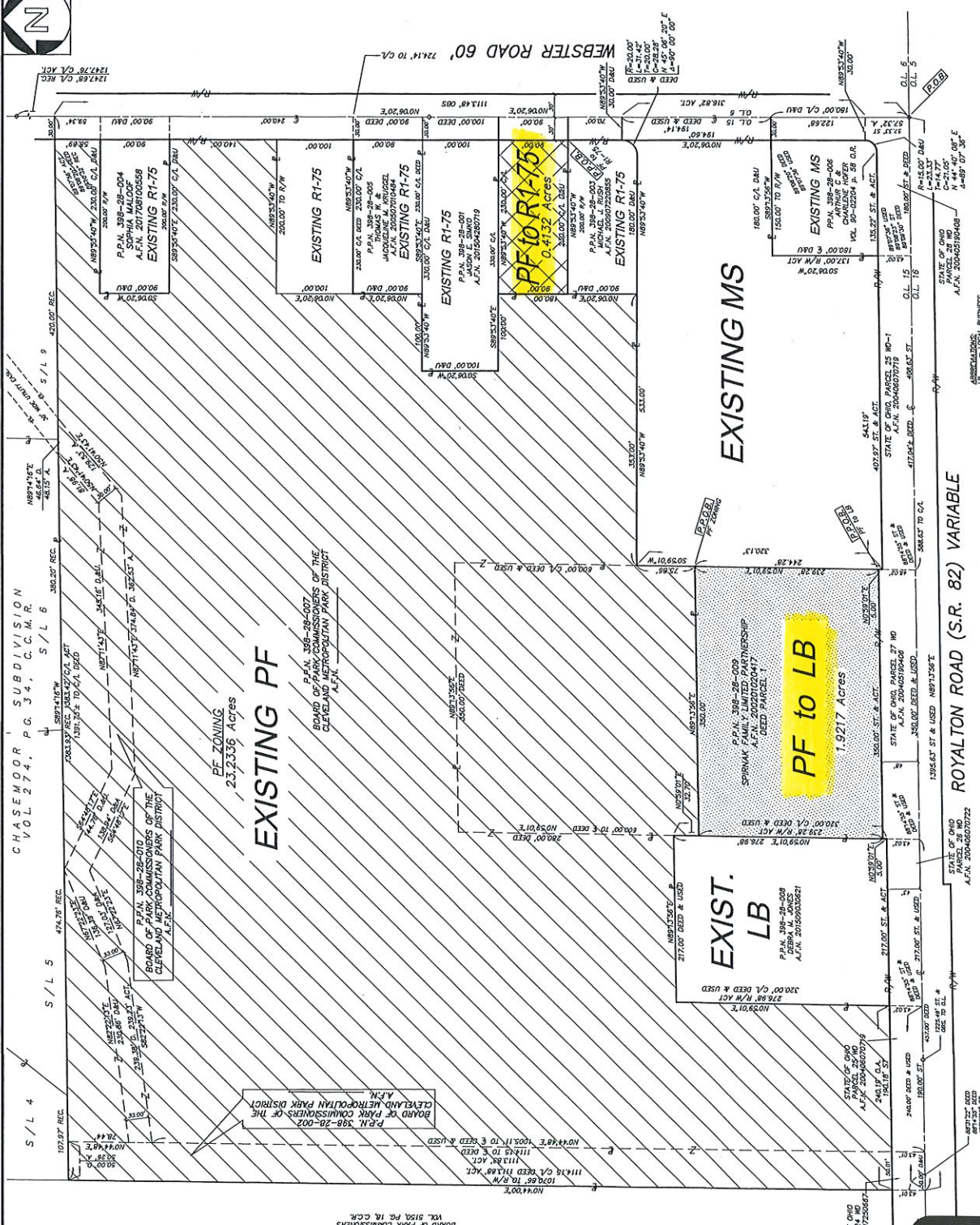
BEING PART OF ORIGINAL STRONGVILLE NOW IN THE CITY OF STRONGVILLE CUYAHOGA COUNTY, OHIO

DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. BEARINGS ARE REFERENCED TO AN ASSUMED MERIDIAN AND BEARINGS ARE REFERENCED TO THE BEST OF ANY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF.

Michael J. ...
REGISTERED SURVEYOR NO. 8186

DONALD C. BISHING & ASSOCIATES, INC.
DONALD C. BISHING, SURVEYOR
7975 HAS PARKWAY, VALLEY VIEW, OHIO 44125
PHONE: (216) 942-1330 FAX: (216) 944-1132

DATE	1-2-2019
BY	M.A.
PROJECT	488703-LS
SCALE	AS SHOWN



EXIST. LB
P.P.N. 398-28-008
DEBRA M. JONES
A.F.N. 20150900521

PF to LB
SPRING P.P.N. 398-28-009
MEMBERSHIP
A.F.N. 2020202417
DEED PARCEL 1
1.9217 ACRES

EXISTING MS
P.P.N. 398-28-006
A.F.N. 20150900521

EXISTING R1-75
P.P.N. 398-28-004
SOPHIA MALOOF
A.F.N. 201708100558
EXISTING R1-75

EXISTING R1-75
P.P.N. 398-28-005
JACQUELINE M. WITKOZE
THOMAS W. &
A.F.N. 201504280719

PF to R1-75
0.4132 ACRES

EXISTING PF
23.2336 ACRES
P.P.N. 398-28-007
MEMBERSHIP
A.F.N. 2020202417
DEED PARCEL 1

EXIST. LB
P.P.N. 398-28-008
DEBRA M. JONES
A.F.N. 20150900521

EXIST. LB
P.P.N. 398-28-008
DEBRA M. JONES
A.F.N. 20150900521

PF to LB
SPRING P.P.N. 398-28-009
MEMBERSHIP
A.F.N. 2020202417
DEED PARCEL 1
1.9217 ACRES

EXIST. LB
P.P.N. 398-28-008
DEBRA M. JONES
A.F.N. 20150900521

EXHIBIT C

PETITION FOR ZONING CHANGE

Ordinance Number: 2020-066

To the Council of the City of Strongsville, County of Cuyahoga, State of Ohio:

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class Public Facility use to a class Local Business use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: Riser Foods, in anticipation of acquisition of this property and eventual preservation by Cleveland Metroparks, rezoned the property from Local Business to Public Facility. Riser Foods backed out of the acquisition and Cleveland Metroparks is under contract with the Owner to preserve 22 acres of adjacent property but this property will be retained for Local Business use.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The property was previously zoned Local Business within the last two years. Moreover, this zoning reclassification is necessary for Cleveland Metroparks to acquire an adjacent 22 acres for permanent preservation as passive parkland.

Please list other supporting documents (if any) which accompany this petition:

1. Riser Foods Board Action from Cleveland Metroparks dated May 17, 2018
2. Spirnak Family Limited Partnership Board Action from Cleveland Metroparks dated October 17, 2019
3. Purchase agreement between Cleveland Metroparks and Spirnak Family Limited Partnership et al.

THE PROPOSED USE OF THE PROPERTY IS: Local Business use compliant with City of Strongsville zoning code.

Name, address and **telephone number** of applicant or applicant's agent:

Name: Brittney Shreffler

Address: Four Seagate, Eight Floor, Toledo, Ohio 43604

Telephone Number: 419-249-7148 and email: shreffler@marshall-melhorn.com

[Signature]
Signature of Owner(s) Spirnak Family Limited Partnership

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 22 day of March, 2020.

[Signature]
Notary Public
My commission expires: 3/20/2021

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

PROPERTY DESCRIPTION FORM

Ordinance Number: 2020-066

The following described property is that property for which a change is being requested in the attached Petition for Zoning Change and which is hereby incorporated into and made part of said petition:

Address of Property: 14010 Royalton Road, Strongsville

Permanent Parcel No.: 398-28-009

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) North of Royalton Road and west of Webster Road

Number and type of buildings which now occupy property (if any): One building, which is a house and it will be demolished shortly after acquisition by Cleveland Metroparks

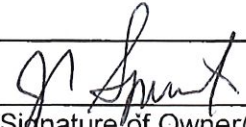
Acreage: Parcel C approximately 1.9 acres

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): No Deed Restrictions or other encumbrances that would significantly alter the use of either property

Said deed restrictions (will) (have) expire(d) on: NA

Said property is presently under lease or otherwise encumbered as follows: NA


Owner(s)	Percent of Ownership:
1. <u>Spirnak Family Limited Partnership</u>	<u>All of PPN 398-28-009</u> %
2. _____	_____ %
3. _____	_____ %



 Signature of Owner(s)
 Spirnak Family Limited Partnership

State of Ohio)
 County of Cuyahoga)

Sworn to and subscribed to in my presence this 23 day of March, 2020.



 Notary Public

My commission expires 3/22/2021

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

PETITION FOR ZONING CHANGE

Ordinance Number: 2020-066

To the Council of the City of Strongsville, County of Cuyahoga, State of Ohio:

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class Public Facility use to a class R1-75 use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: Riser Foods, in anticipation of acquisition of this property and eventual preservation by Cleveland Metroparks,

rezoned the property from R1-75 to Public Facility. Riser Foods backed out of the acquisition and Cleveland Metroparks

is under contract with the Owner to preserve 22 acres of adjacent property but this property will be retained for R1-75 use.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The property was previously zoned R1-75 within the last two

years. Moreover, this zoning reclassification is necessary for Cleveland Metroparks to acquire an adjacent 22 acres for

permanent preservation as passive parkland.

Please list other supporting documents (if any) which accompany this petition:

1. Riser Foods Board Action from Cleveland Metroparks dated May 17, 2018
2. Spirnak Family Limited Partnership Board Action from Cleveland Metroparks dated October 17, 2019
3. Purchase agreement between Cleveland Metroparks and Spirnak Family Limited Partnership et al.

THE PROPOSED USE OF THE PROPERTY IS: R1-75 use compliant with City of Strongsville
zoning code.

Name, address and **telephone number** of applicant or applicant's agent:

Name: Brittney Shreffler

Address: Four Seagate, Eight Floor, Toledo, Ohio 43604

Telephone Number: 419-249-7148 and email: shreffler@marshall-melhorn.com

[Signature]
Signature of Owner(s) Spirnak Family Limited Partnership

State of Ohio)

County of Cuyahoga)

Sworn to and subscribed in my presence this 22 day of March, 2020.

[Signature]
Notary Public

My commission expires: 3/22/2021

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

PROPERTY DESCRIPTION FORM

Ordinance Number: 2020-066

The following described property is that property for which a change is being requested in the attached Petition for Zoning Change and which is hereby incorporated into and made part of said petition:

Address of Property: Vacant Land, west of Webster Road, north of Royalton Road, Strongsville

Permanent Parcel No.: 398-28-007

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) North of Royalton Road and west of Webster Road

Number and type of buildings which now occupy property (if any): Vacant

Acreage: Parcel D approximately 0.4 acres

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): No Deed Restrictions or other encumbrances that would significantly alter the use of either property

Said deed restrictions (will) (have) expire(d) on: NA

Said property is presently under lease or otherwise encumbered as follows: NA

Owner(s)	Percent of Ownership:
1. <u>Spirnak Family Limited Partnership</u>	<u>Portion of PPN 398-28-007</u> %
2. <u>Richard Lee Davis Jr.</u>	<u>Portion of PPN 398-28-007</u> %
3. <u>Anna Marie Vaughn (fka Davis)</u>	<u>Portion of PPN 398-28-007</u> %

[Signature]
Signature of Owner(s)
Spirnak Family Limited Partnership

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 23 day of March, 2020.

[Signature]
Notary Public

My commission expires 3/22/2021



* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

PETITION FOR ZONING CHANGE

Ordinance Number: 2020-066

To the Council of the City of Strongsville, County of Cuyahoga, State of Ohio:

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class Public Facility use to a class R1-75 use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: Riser Foods, in anticipation of acquisition of this property and eventual preservation by Cleveland Metroparks,

rezoned the property from R1-75 to Public Facility. Riser Foods backed out of the acquisition and Cleveland Metroparks

is under contract with the Owner to preserve 22 acres of adjacent property but this property will be retained for R1-75 use.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The property was previously zoned R1-75 within the last two

years. Moreover, this zoning reclassification is necessary for Cleveland Metroparks to acquire an adjacent 22 acres for

permanent preservation as passive parkland.

Please list other supporting documents (if any) which accompany this petition:

1. Riser Foods Board Action from Cleveland Metroparks dated May 17, 2018
2. Spirnak Family Limited Partnership Board Action from Cleveland Metroparks dated October 17, 2019
3. Purchase agreement between Cleveland Metroparks and Spirnak Family Limited Partnership et al.

THE PROPOSED USE OF THE PROPERTY IS: R1-75 use compliant with City of Strongsville
zoning code.

Name, address and **telephone number** of applicant or applicant's agent:

Name: Anna Marie Vaughn (fka Davis)

Address: 808 Author Drive, West Sacramento, California, 95605

Telephone Number: 916-213-3467 or email: Anna.Davis@avisbudget.com

Anna Marie Vaughn
Signature of Owner(s) Anna Marie Vaughn (fka Davis)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this _____ day of _____, 2020.

Please See Attachment

Notary Public
My commission expires: 02/24/2020

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.



Jurat Certificate California only

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

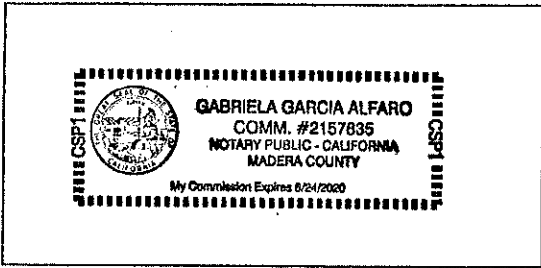
Subscribed and sworn to (or affirmed) before me on this 17th

day of March, 2020, by Anna Marie Vaughn

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Seal Here

Signature *Gabriela Garcia Alfaro*



Description of Attached Document

Type or Title of Document
Petition for Zoning Change

Document Date 3/17/2020 Number of Pages 1

Signer(s) Other Than Named Above
none

PROPERTY DESCRIPTION FORM

Ordinance Number: 2020-066

The following described property is that property for which a change is being requested in the attached Petition for Zoning Change and which is hereby incorporated into and made part of said petition:

Address of Property: Vacant Land, west of Webster Road, north of Royalton Road, Strongsville

Permanent Parcel No.: 398-28-007

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) North of Royalton Road and west of Webster Road

Number and type of buildings which now occupy property (if any): Vacant

Acreage: Parcel D approximately 0.4 acres

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): No Deed Restrictions or other encumbrances that would significantly alter the use of either property

Said deed restrictions (will) (have) expire(d) on: NA

Said property is presently under lease or otherwise encumbered as follows: NA

Owner(s)	Percent of Ownership:
1. <u>Spirnak Family Limited Partnership</u>	<u>Portion of PPN 398-28-007</u> %
2. <u>Richard Lee Davis Jr.</u>	<u>Portion of PPN 398-28-007</u> %
3. <u>Anna Marie Vaughn (fka Davis)</u>	<u>Portion of PPN 398-28-007</u> %

Anna Marie Vaughn
Signature of Owner(s)
Anna Marie Vaughn (fka Davis)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this _____ day of _____, 2020.

Please see Attachment.

Notary Public
My commission expires 6/24/2020

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.



Jurat Certificate California only

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

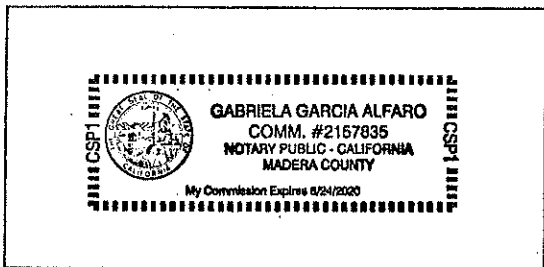
State of California
County of Sacramento

Subscribed and sworn to (or affirmed) before me on this 17th
day of March, 2020, by Anna Marie Vaughn.

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Seal Here

Signature [Handwritten Signature]



Description of Attached Document

Type or Title of Document
Property Description Form.

Document Date 3/17/2020 Number of Pages 1

Signer(s) Other Than Named Above
none

PETITION FOR ZONING CHANGE

Ordinance Number: 2020-066

To the Council of the City of Strongsville, County of Cuyahoga, State of Ohio:

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class Public Facility use to a class R1-75 use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: Riser Foods, in anticipation of acquisition of this property and eventual preservation by Cleveland Metroparks,

rezoned the property from R1-75 to Public Facility. Riser Foods backed out of the acquisition and Cleveland Metroparks

is under contract with the Owner to preserve 22 acres of adjacent property but this property will be retained for R1-75 use.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The property was previously zoned R1-75 within the last two

years. Moreover, this zoning reclassification is necessary for Cleveland Metroparks to acquire an adjacent 22 acres for

permanent preservation as passive parkland.

Please list other supporting documents (if any) which accompany this petition:

1. Riser Foods Board Action from Cleveland Metroparks dated May 17, 2018
2. Spirnak Family Limited Partnership Board Action from Cleveland Metroparks dated October 17, 2019
3. Purchase agreement between Cleveland Metroparks and Spirnak Family Limited Partnership et al.

THE PROPOSED USE OF THE PROPERTY IS: R1-75 use compliant with City of Strongsville

zoning code.

Name, address and **telephone number** of applicant or applicant's agent:

Name: Richard Lee Davis Jr.

Address: 6091 Edgehill Drive, El Dorado Hills, California 95762

Telephone Number: 916-941-3946 or email: rich_davis@att.net



Signature of Owner(s) Richard Lee Davis Jr.

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this _____ day of _____, 2020.

SEE ATTACHED FOR NOTARY PUBLIC

Notary Public

My commission expires: _____

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

PETITION FOR ZONING CHANGE

Ordinance Number: 2020-066

To the Council of the City of Strongsville, County of Cuyahoga, State of Ohio:

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class Public Facility use to a class R1-75 use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: Riser Foods, in anticipation of acquisition of this property and eventual preservation by Cleveland Metroparks,

rezoned the property from R1-75 to Public Facility. Riser Foods backed out of the acquisition and Cleveland Metroparks

is under contract with the Owner to preserve 22 acres of adjacent property but this property will be retained for R1-75 use.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: The property was previously zoned R1-75 within the last two

years. Moreover, this zoning reclassification is necessary for Cleveland Metroparks to acquire an adjacent 22 acres for

permanent preservation as passive parkland.

Please list other supporting documents (if any) which accompany this petition:

1. Riser Foods Board Action from Cleveland Metroparks dated May 17, 2018
2. Spirnak Family Limited Partnership Board Action from Cleveland Metroparks dated October 17, 2019
3. Purchase agreement between Cleveland Metroparks and Spirnak Family Limited Partnership et al.

THE PROPOSED USE OF THE PROPERTY IS: R1-75 use compliant with City of Strongsville


zoning code.

Name, address and **telephone number** of applicant or applicant's agent:

Name: Richard Lee Davis Jr.

Address: 6091 Edgehill Drive, El Dorado Hills, California 95762

Telephone Number: 916-941-3946 or email: rich_davis@att.net


Signature of Owner(s) Richard Lee Davis Jr.

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this ____ day of _____, 2020.

SEE ATTACHED FOR NOTARY PUBLIC

Notary Public

My commission expires: _____

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of El Dorado

Subscribed and sworn to (or affirmed) before me on this

16 day of March, 2020, by

(1) Richard Lee Davis Jr
Name of Signer

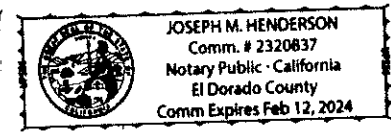
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and _____)

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature *Joseph M Henderson*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Petition for Zoning Change

Document Date: March 16, 2020 Number of Pages: 1

PROPERTY DESCRIPTION FORM

Ordinance Number: 2020-066

The following described property is that property for which a change is being requested in the attached Petition for Zoning Change and which is hereby incorporated into and made part of said petition:

Address of Property: Vacant Land, west of Webster Road, north of Royalton Road, Strongsville

Permanent Parcel No.: 398-28-007

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) North of Royalton Road and west of Webster Road

Number and type of buildings which now occupy property (if any): Vacant

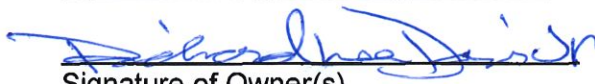
Acreage: Parcel D approximately 0.4 acres

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): No Deed Restrictions or other encumbrances that would significantly alter the use of either property

Said deed restrictions (will) (have) expire(d) on: NA

Said property is presently under lease or otherwise encumbered as follows: NA

Owner(s)	Percent of Ownership:
1. <u>Spirnak Family Limited Partnership</u>	<u>Portion of PPN 398-28-007</u> %
2. <u>Richard Lee Davis Jr.</u>	<u>Portion of PPN 398-28-007</u> %
3. <u>Anna Marie Vaughn (fka Davis)</u>	<u>Portion of PPN 398-28-007</u> %



Signature of Owner(s)
Richard Lee Davis Jr.

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this _____ day of _____, 20 20.

SEE ATTACHED FOR NOTARY PUBLIC

Notary Public

My commission expires _____

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
 See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of El Dorado

Subscribed and sworn to (or affirmed) before me on this

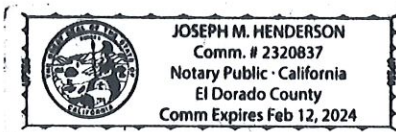
16 day of March, 2020, by
Date Month Year
(1) Richard Lee Davis Jr
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and _____)
(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature [Signature]
Signature of Notary Public



Place Notary Seal Above

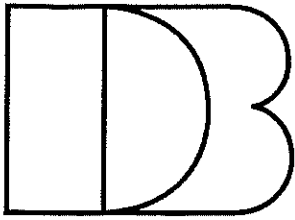
OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Property Description Form

Document Date: March 16, 2020 Number of Pages: 1



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130

F 216.642.1132

PF to LB
Zoning
DGB 4887-3

January, 2020

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 15, and bounded and described as follows:

Beginning at a point in the centerline of Royalton Road (S.R. 82), variable width, at its intersection with the centerline of Webster Road, 60 feet wide;

Thence South 89 degrees 13 minutes 56 seconds West along the centerline of Royalton Road, 588.63 feet to its intersection with the easterly line of Parcel 1 of land conveyed to the Spirnak Family Limited Partnership by deed recorded as AFN 200201020417 of Cuyahoga County Records;

Thence North 0 degrees 59 minutes 01 second East along the easterly line of said Parcel 1 of land conveyed to the Spirnak Family Limited Partnership, 48.02 feet to a point at its intersection with the northerly line of Royalton Road, and the principal place of beginning of the parcel herein described;

Thence South 89 degrees 13 minutes 56 seconds West along the northerly line of Royalton Road, 350.00 feet to its intersection with the easterly line of a parcel of land conveyed to Debra M. Jones by deed recorded as AFN 201509030621 of Cuyahoga County Records;

Thence North 0 degrees 59 minutes 01 second East along the easterly line of said land conveyed to Debra M. Jones, 239.28 feet to a point;

Thence North 89 degrees 13 minutes 56 seconds East, 350.00 feet to its intersection with the easterly line of said Parcel 1 of land conveyed to the Spirnak Family Limited Partnership;

Thence South 0 degrees 59 minutes 01 second West along the easterly line of said Parcel 1 of land conveyed to the Spirnak Family Limited Partnership, 239.28 feet to the principal place of beginning and containing 83,707 square feet or 1.9217 acres of land, as described by Donald G. Bohning & Associates, Inc. in January, 2020.

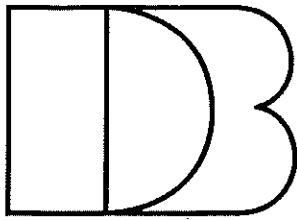
The courses used in this description are referenced to the centerline of Royalton Road as shown on the ODOT Royalton Road Improvement Plans, Project CUY 82-3.66, and are used to indicate angles only.

Michael A. Ackerman

Registered Surveyor No. 8196

m:\adcadd\p\4887-3\documents\legals\pf to lb zoning_3-17-2020.docx





**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130

F 216.642.1132

PF to R1-75
Zoning
DGB 4887-3

January, 2020

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 15, and bounded and described as follows:

Beginning at a point in the centerline of Webster Road, 60 feet wide, at its intersection with the centerline of Royaltown Road (S.R. 82), variable width;

Thence North 0 degrees 06 minutes 20 seconds East along the centerline of Webster Road, 444.14 feet to a point at its intersection with the northerly line of a parcel of land conveyed to Michael J. Rush by deed recorded as A.F.N. 200907220855 of Cuyahoga County Records;

Thence North 89 degrees 53 minutes 40 seconds West along the northerly line of said land conveyed to Michael J. Rush, 30.00 feet to a point in the westerly line of Webster Road, and the principal place of beginning of the parcel herein described;

Thence North 89 degrees 53 minutes 40 seconds West along the northerly line of said land conveyed to Michael J. Rush, 200.00 feet to the northwesterly corner of said land so conveyed;

Thence North 0 degrees 06 minutes 20 seconds East along the northerly prolongation of the westerly line of said land conveyed to Michael J. Rush, 90.00 feet to its intersection with the southerly line of a parcel of land conveyed to Jason E. Simko by deed recorded as A.F.N. 201504280719 of Cuyahoga County Records;

Thence South 89 degrees 53 minutes 40 seconds East along the southerly line of said land conveyed to Jason E. Simko, 200.00 feet to its intersection with the westerly line of Webster Road;

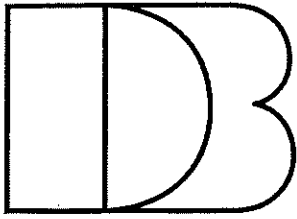
Thence South 0 degrees 06 minutes 20 seconds West along the westerly line of Webster Road, 90.00 feet to the principal place of beginning, and containing 18,000 square feet or 0.4132 acres of land as described by Donald G. Bohning & Associates, Inc. in January, 2020.

The courses used in this description are referenced are referenced to the centerline of Royaltown Road as shown on the ODOT Royaltown Road Improvement Plans, Project CUY 82-3.66, and are used to indicate angles only.

Michael A. Ackerman
Registered Surveyor No. 8196

m:\adcadd\p\4887-3\documents\legals\pf to r1-75 zoning_3-17-2020.docx





**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130

F 216.642.1132

PF
Zoning
DGB 4887-3

January, 2020

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot 15, and bounded and described as follows:

Beginning at a point in the centerline of Royalton Road (S.R. 82), variable width, at its intersection with the centerline of Webster Road, 60 feet wide;

Thence South 89 degrees 13 minutes 56 seconds West along the centerline of Royalton Road, 588.63 feet to its intersection with the easterly line of Parcel 1 of land conveyed to the Spirnak Family Limited Partnership by deed recorded as AFN 200201020417 of Cuyahoga County Records;

Thence North 0 degrees 59 minutes 01 second East along the easterly line of said Parcel 1 of land conveyed to the Spirnak Family Limited Partnership, 48.02 feet to its intersection with the northerly line of Royalton Road;

Thence North 0 degrees 59 minutes 01 second East along the easterly line of said Parcel 1 of land conveyed to the Spirnak Family Limited Partnership, 239.28 feet to a point, and the principal place of beginning of the parcel herein described;

Thence South 89 degrees 13 minutes 56 seconds West, 350.00 feet to its intersection with the easterly line of a parcel of land conveyed to Debra M. Jones by deed recorded as A.F.N. 201509030621 of Cuyahoga County Records;

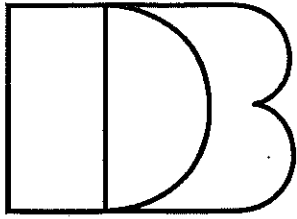
Thence North 0 degrees 59 minutes 01 second East along the easterly line of said land conveyed to Debra M. Jones, 32.70 feet to its intersection with the northerly line of said land so conveyed;

Thence South 89 degrees 13 minutes 56 seconds West along the northerly line of said land conveyed to Debra M. Jones, 217.00 feet to its intersection with the westerly line of said land so conveyed;

Thence South 0 degrees 59 minutes 01 second West along the westerly line of said land conveyed to Debra M. Jones, 276.98 feet to its intersection with the northerly line of Royalton Road;

Thence South 89 degrees 13 minutes 56 seconds West along the northerly line of Royalton Road, 240.19 feet to its intersection with the easterly line of a parcel of land conveyed to Board of Park Commissioners by deed recorded in Volume 5150, Page 18 of Cuyahoga County Records;

Thence North 0 degrees 44 minutes 00 seconds East along the easterly line of said land conveyed to Board of Park Commissioners, 1070.86 feet to its intersection with the southerly line of the Chasemoor Subdivision as shown by the plat recorded in Volume 274, Page 34 of Cuyahoga County Map Records;



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130

F 216.642.1132

PF
Zoning
DGB 4887-3

Thence North 89 degrees 14 minutes 16 seconds East along the southerly line of said Chasemoor Subdivision, 1353.42 feet to its intersection with the westerly line of Webster Road;

Thence South 0 degrees 06 minutes 20 seconds West along the westerly line of Webster Road, 58.89 feet to its intersection with the northerly line of a parcel of land conveyed to Sophia Maloof by deed recorded as AFN 201708100558 of Cuyahoga County Records;

Thence North 89 degrees 53 minutes 40 seconds West along the northerly line of said land conveyed to Sophia Maloof, 200.00 feet to its intersection with the westerly line of said land so conveyed;

Thence South 0 degrees 06 minutes 20 seconds West along the westerly line of said land conveyed to Sophia Maloof, 90.00 feet to its intersection with the southerly line of said land so conveyed;

Thence South 89 degrees 53 minutes 40 seconds East along the southerly line of said land conveyed to Sophia Maloof, 200.00 feet to its intersection with the westerly line of Webster Road;

Thence South 0 degrees 06 minutes 20 seconds West along the westerly line of Webster Road, 140.00 feet to a point;

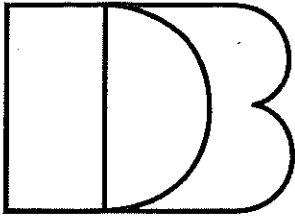
Thence North 89 degrees 53 minutes 40 seconds West, 200.00 feet to the northwesterly corner, thereof;

Thence South 0 degrees 06 minutes 20 seconds West and along the westerly line of a parcel of land conveyed to Thomas W. & Jacqueline M. Kruggel by deed recorded as A.F.N. 200507010484 of Cuyahoga County Records; to Thomas W. and Jacqueline M. Kruggel, 190.00 feet to its intersection with the northerly line of a parcel of land conveyed to Jason E. Simko by deed recorded as AFN 201504280719 of Cuyahoga County Records;

Thence North 89 degrees 53 minutes 40 seconds West along the northerly line of said land conveyed to Jason E. Simko, 100.00 feet to its intersection with the westerly line of said land so conveyed;

Thence South 0 degrees 06 minutes 20 seconds West along the westerly line of said land conveyed to Jason E. Simko, 100.00 feet to its intersection with the southerly line of said land so conveyed;

Thence South 89 degrees 53 minutes 40 seconds East, 100.00 feet to its intersection with the northerly prolongation of the westerly line of a parcel of land conveyed to Michael J. Rush by deed recorded as AFN 200907220855 of Cuyahoga County Records;



**Donald Bohning
& Associates**

7979 Hub Parkway
Valley View, Ohio 44125

T 216.642.1130
F 216.642.1132

PF
Zoning
DGB 4887-3

Thence South 0 degrees 06 minutes 20 seconds West along the northerly prolongation of the westerly line of said land conveyed to Michael J. Rush and said line, 180.00 feet to the southwestly corner, thereof;

Thence North 89 degrees 53 minutes 40 seconds West along the westerly prolongation of the southerly line of said land conveyed to Michael J. Rush, 353.00 feet to its intersection with the easterly line of said Parcel 1 of land conveyed to the Spirnak Family Limited Partnership;

Thence South 0 degrees 59 minutes 01 second West along the easterly line of said Parcel 1 of said land conveyed to the Spirnak Family Limited Partnership, 75.86 feet to the principal place of beginning and containing 23.2336 acres of land as described by Donald G. Bohning & Associates, Inc. in January, 2020.

The courses used in this description are referenced to the centerline of Royalton Road as shown on the ODOT Royalton Road Improvement Plans, Project CUY 82-3.66, and are used to indicate angles only.

Michael A. Ackerman

Registered Surveyor No. 8196

m:\adcadd\p\4887-3\documents\legals\pf zoning_3-17-2020.docx



DATE	REASONS	BY



ZONING LEGEND

	CURRENT ZONING
	CURRENT ZONING TO REMAIN
	CURRENT ZONING RE-DESIGNED TO R1-75
	CURRENT ZONING RE-DESIGNED TO LB

MAP TO ACCOMPANY LEGAL DESCRIPTIONS FOR ZONING REQUEST

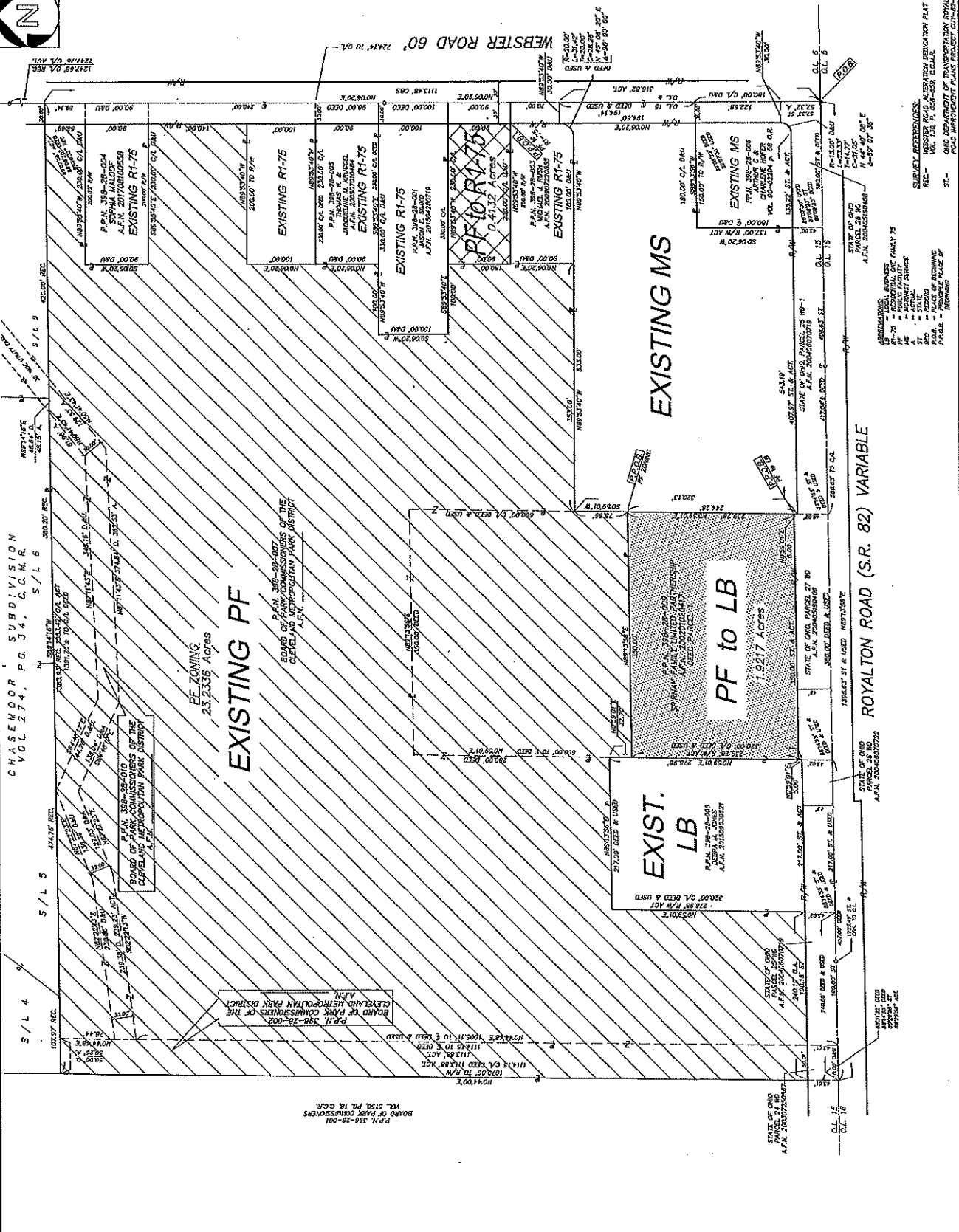
BEING PART OF ORIGINAL STRONGSVILLE TOWNSHIP LOT 15 NOW IN THE CITY OF STRONGSVILLE CUYAHOGA COUNTY, OHIO

DESIGNATED ARE OVER 10 FEET AND DECIMAL PARTS THEREOF. DIMENSIONS ARE APPROXIMATE AND ARE ASSUMED TO BE CORRECT UNLESS OTHERWISE NOTED. THIS MAP IS PREPARED BY A PROFESSIONAL SURVEYOR AND BEARS HIS PROFESSIONAL SEAL AND LICENSE NO. 10487.

DONALD C. BOWMAN & ASSOCIATES, INC.
 CIVIL ENGINEERING & SURVEYING
 775 W. PARKWAY • SUITE 100 • OHIO 44130
 PHONE 216-342-1010 FAX 216-342-1011

Donald C. Bowman
 REGISTERED SURVEYOR NO. 8176

DATE: FEB 2019
 SCALE: 1"=60'
 PROJECT: 488703-LS 4887-3



ASSOCIATIONS:
 R1-75 - RESIDENTIAL ONE-FAMILY
 MS - MEDIUM DENSITY RESIDENTIAL
 LB - LOW DENSITY RESIDENTIAL
 PF - PLANNED FUTURE DEVELOPMENT

SURVEY REFERENCES:
 REC-1 WESTER ROAD ALTERNATION EXEMPTION PLAT VOL. 133, P. 68-69, 62-64
 ST-1 2005 DEPARTMENT OF PUBLIC SAFETY PLAT 2005-001

CHASEWOOD SUBDIVISION
 VOL. 274, PG. 34, C.C. & R.
 S/L 5

S/L 4

S/L 3

S/L 2

S/L 1

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Know All Men by these presents

That I, JOHN J. SPIRNAK, TRUSTEE OF THE JOHN J. SPIRNAK LIVING TRUST
dated February 28, 2000, as amended,

CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY
DEQC 01/02/2002 02:20:06 PM
200201020417

on March 1, 2000, ^{the Grantor} ~~the Grantor~~,
who claims title by or through instrument~~s~~, recorded ~~at~~ ~~the~~ ~~County~~ ~~Recorder's~~ ~~Office~~,
as Document Numbers 200003010655 and 200003010656,
County Recorder's Office, for the consideration of

----- One and 00/100 ----- Dollars (\$ 1.00)
received to my full satisfaction of SPIRNAK FAMILY LIMITED PARTNERSHIP

the Grantee,
whose TAX MAILING ADDRESS will be 14019 Royalton Road, Strongsville,
Ohio 44136,

have given, granted, devised, released and forever quit-claimed, and do by these
presents absolutely give, grant, remise, release and forever quit-claim unto the said
grantee ~~with and assigns forever, all such right and~~
title as I, the said grantor, have or ought to have in and to the
following described pieces or parcels of land, situated in the City of
Strongsville, County of Cuyahoga and State of Ohio:

See Exhibit "X" attached hereto and incorporated herein by
this reference thereto.

Parcel Numbers 398-28-007 and 398-28-009

Commonly known and designated as 14010 Royalton Road, Strongsville, Ohio 44136

PARCEL NO. 398-28-007; 009
CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.202 O.R.C.
PAID

JAN 02 2002

Conveyance Fee 5.00 Receipt No. 000726
TYPE 7 ARMS LENGTH YES () NO ()
FRANK RUSSO, Cuyahoga County Auditor By Deputy

CUYAHOGA COUNTY RECORDER
PATRICK J. O'MALLEY

EXHIBIT "X"

CUYAHOGA COUNTY RECORDER

200201020417 PAGE 3 of 5

SCHEDULE OF PROPERTY

PARCEL 1:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio:

and known as being part of Original Strongsville Township Lot No. 15, bounded and described as follows:

beginning in the center line of Royalton Road, 60 feet wide, at its intersection with the Easterly line of a parcel of land conveyed to the Board of Park Commissioners by deed dated October 3, 1940 and recorded in Volume 5150, Page 18 of Cuyahoga County Records, said point of intersection being also the Southwesterly corner of a parcel of land conveyed to Royal Webster Inc. by deed dated October 19, 1965 and recorded in Volume 11660, Page 433 of Cuyahoga County Records;

Thence North $88^{\circ} 12' 20''$ East, 457.00 feet along the said center line of Royalton Road and Southerly line of said Original Lot No. 15 to a point therein and the principal place of beginning for the premises described herein;

Thence North $0^{\circ} 02' 35''$ West and parallel with the Easterly line of land conveyed to the Board of Park Commissioners as aforesaid, 600.00 feet to a point;

Thence North $88^{\circ} 12' 20''$ East and parallel with the said center line of Royalton Road, 350.00 feet to a point;

Thence South $0^{\circ} 02' 35''$ East and parallel with the aforesaid Easterly line of land conveyed to the Board of Park Commissioners, 600.00 feet to the said center line of Royalton Road;

Thence South $88^{\circ} 12' 20''$ West, 350.00 feet along the said center line of Royalton Road to the principal place of beginning and containing 4.819 acres of land, be the same more or less but subject to all legal highways.

Permanent Parcel No. 398-28-9

PARCEL 2:

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio:

And known as being part of Original Strongsville Township lot No. 15, and bounded and described as follows:

Beginning at a point distant South 88° 12' 20" West, measured along the centerline of Royalton Road, 180.00 feet from an iron monument at the intersection of the centerline of Royalton Road with the centerline of Webster Road, said point being at the Southwesterly corner of land conveyed to The Standard Oil Company by deed dated October 21, 1963 and recorded in Volume 10982 Page 371 of Cuyahoga County Records;

Thence South 88° 12' 20" West, about 417.04 feet, measured along the centerline of Royalton Road and Southerly line of Original Lot No. 15 to a point;

Thence North 0° 02' 35" West and parallel to the Easterly line of land conveyed to the Board of Park Commissioners by deed dated October 3, 1940 and recorded in Volume 5150, Page 18 of Cuyahoga County Records, 600.00 feet to a point;

Thence South 88° 12' 20" West and parallel to the centerline of said Royalton Road, 350.00 feet to a point;

Thence South 0° 02' 35" East and parallel to the said Easterly line of land conveyed to the Board of Park Commissioners as aforesaid, 280.00 feet to a point;

Thence South 88° 12' 20" West and parallel to the centerline of said Royalton Road, 217.00 feet to a point;

Thence South 0° 02' 35" East and parallel to the said Easterly line of land conveyed to the Board of Park Commissioners as aforesaid, 320.00 feet to the centerline of said Royalton Road;

Thence South 88° 12' 20" West, 240.00 feet measured along the centerline of Royalton Road, and the Southerly line of said Original Lot No. 15 to the Southeasterly corner of a parcel of land conveyed to the Board of Park Commissioners by deed dated October 3, 1940 and recorded in Volume 5150, Page 18 of Cuyahoga County Records;

Thence North 0° 02' 35" West, about 1114.15 feet, measured along the Easterly line of land so conveyed to the said Board of Park Commissioners to a point;

Thence Easterly and parallel to Royalton Road about 1391.73 feet to a point on the centerline of Webster Road;

Thence South 0° 56' 00" East, along the centerline of Webster Road, 59.81 feet to the Northeasterly corner of land conveyed to George A. Hanslik, Jr. and Helen M. Hanslik by deed dated July 13, 1961 and recorded in Volume 10181, Page 268 of Cuyahoga County Records;

Thence South 89° 04' 00" West, along the Northerly line of land so conveyed, 230.00 feet to a point;

Thence South 0° 56' 00" East, along the Westerly line of land so conveyed to George A. Hanslik, Jr. and Helen M. Hanslik, 90.00 feet to the Southwesterly corner thereof;

Thence North 89° 04' 00" East, along the Southerly line of land so conveyed, 230.00 feet to the centerline of Webster Road;

Thence South 0° 56' 00" East, along the centerline of Webster Road, 240.00 feet to the Northeastly corner of land conveyed to Grand Construction Company by deed dated September 30, 1961 and recorded in Volume 10305, Page 671 of Cuyahoga County Records;

Thence South 89° 04' 00" West, along the Northerly line of land so conveyed to Grand Construction Company, 230.00 feet to the Northwestly corner thereof;

Thence South 0° 56' 00" East, along the Westerly line of land so conveyed, 90.00 feet to the Southwestly corner thereof;

Thence South 89° 04' 00" West, 100.00 feet to a point;

Thence South 0° 56' 00" East, 100.00 feet to a point;

Thence North 89° 04' 00" East, 330.00 feet to the centerline of Webster Road;

Thence South 0° 56' 00" East, along the centerline of Webster Road, 90.00 feet to the Northeastly corner of land conveyed to The Grand Construction Company by deed dated August 17, 1957 and recorded in Volume 8897, Page 636 of Cuyahoga County Records;

Thence South 89° 04' 00" West, along the Northerly line of land so conveyed, 230.00 feet to the Northwestly corner thereof;

Thence South 0° 56' 00" East, along the Westerly line of land so conveyed to The Grand Construction Company as last aforesaid, 90.00 feet to a point;

Thence North 89° 04' 00" East, along the most Southerly line of land so conveyed, 180.00 feet to a point of curvature therein;

Thence Northeastly continuing along the line of land so conveyed, being along the arc of a curve deflecting to the left, 31.42 feet to the Westerly line of Webster Road, said curve having a radius of 20.00 feet and a chord which bears North 44° 04' 00" East, 28.28 feet;

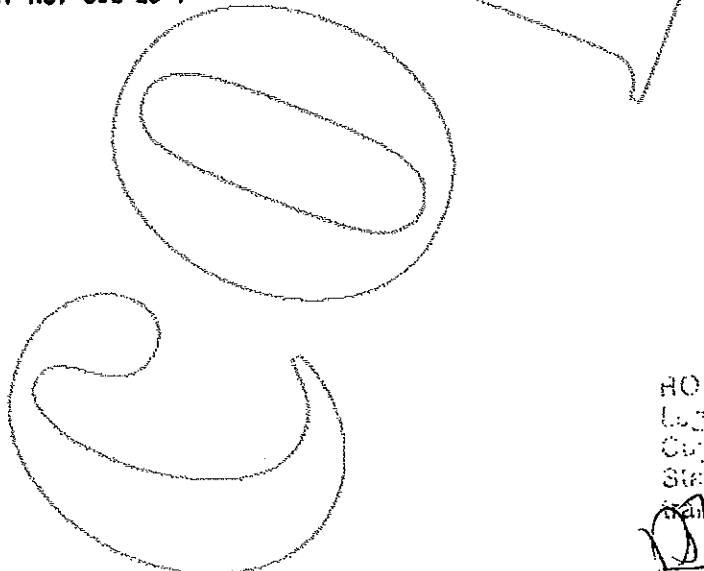
Thence North 89° 04' 00" East, 30.00 feet to the most Southeastly corner of land conveyed to The Grand Construction Company as last aforesaid;

Thence South 0° 56' 00" East, along the centerline of Webster Road, 194.14 feet to the Northeastly corner of land conveyed to The Standard Oil Company as aforesaid;

Thence South 88° 12' 20" West, along the Northerly line of land so conveyed to The Standard Oil Company, 180.00 feet to the Northwestly corner thereof;

Thence South 0° 56' 00" East, along the Westerly line of land so conveyed, 180.00 feet to the place of beginning, be the same more or less, but subject to all legal Highways.

Permanent Parcel No. 398-28-7



ROBERT KLAIBER P.E., P.S.
Legal Description complies with
Cuyahoga County Conveyance
Standards and is approved for
transfer: JAN 02 2002

Agent _____ Date _____

3-13

839834

WARRANTY DEED—No. 102A

WL56055 861

The Ohio Legal Blank Co. Cleveland
Publishers and Dealers Since 1883

Know all Men by these Presents

That we, **NICHAE L S. SPIRNAK and BETTY J. SPIRNAK (Husband and Wife)**, the Grantors
who claim title by or through instrument, recorded in Volume _____, Page _____,

County Recorder's Office, for the consideration of
TEN and NO/100 ***** Dollars (\$ 10.00)
and other good and valuable consideration
received to their full satisfaction of

RICHARD LEE DAVIS, JR. and ANNA MARIE DAVIS (Husband and Wife) the Grantees,
whose TAX MAILING ADDRESS will be

7704 Palmyra Drive, Fair Oaks, California 95628

Give, Grant, Assign, Sell and Convey unto the said Grantees, their
heirs and assigns, the following described premises, situated in the City of
Strongsville, County of Cuyahoga and State of Ohio:

SEE ATTACHED SHEETS (2)

105A

be the same more or less, but subject to all legal highways.

KL158957 062

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantees, their heirs and assigns forever.

And We, MICHAEL S. SPIRNIK and BETTY J. SPIRNIK (Husband and Wife) the said Grantors, do for ourselves and our heirs, executors and administrators, covenant with the said Grantees, their heirs and assigns, that at and until the ensueing of these presents, We are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever and free and clear of all liens, clouds and encumbrances whatsoever, except for restrictions, reservations, limitations, easements, zoning ordinances of record, if any, and taxes and assessments for the tax year 1982 and thereafter.

and that we will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantees, their heirs and assigns, against all lawful claims and demands whatsoever

And for valuable consideration I, BETTY J. SPIRNIK (Wife of Michael) and I, MICHAEL S. SPIRNIK (Husband of Betty) do hereby remise, release and forever quit-claim unto the said Grantees, their heirs and assigns, all our right and expectancy of DOWRY in the above described premises.

In Witness Whereof We have hereunto set our hands the 20th day of December, in the year of our Lord one thousand nine hundred and Eighty-two

Signed and acknowledged in presence of

Handwritten signatures of Michael S. Spirnik and Betty J. Spirnik, and witnesses. Includes a circular notary seal.

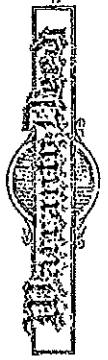
State of Ohio

Cuyahoga County, ss. Before me, a Notary Public in and for said County and State, personally appeared the above named MICHAEL S. SPIRNIK and BETTY J. SPIRNIK (Husband and Wife) who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Cleveland, Ohio this 20th day of December, A.D. 19 82

This instrument prepared by ALFRED J. TOBARO, ESQ. 623 St. Clair Avenue, N.W. Cleveland, Ohio 44113 (216) 771-1030

Notary Public Seal for Alfred J. Tobar



MICHAEL S. SPIRNIK and BETTY J. SPIRNIK (Husband and Wife)

TWO

RICHARD LEE DAVIS, JR. and ANNA MARIE DAVIS (Husband and Wife)

Transferred to County Recorder State of Ohio

County of Cuyahoga Received for Record on the day of 19 at o'clock M. and Recorded in 19 in Book Page

County Recorder This instrument prepared by

VEL15695W 863

A One-half undivided interest in the following:
And known as being part of Original Strongsville Township Lot No. 15, and
bounded and described as follows:

Beginning at a point distant South $88^{\circ} 12' 20''$ West, measured along
the centerline of Royalton Road, 180.00 feet from an iron monument at the
intersection of the centerline of Royalton Road with the centerline of
Webster Road, said point being at the Southwestly corner of land conveyed
to The Standard Oil Company by deed dated October 21, 1963 and recorded in
Volume 10982 Page 371 of Cuyahoga County Records;

Thence South $88^{\circ} 12' 20''$ West, about 417.04 feet, measured along
the centerline of Royalton Road and Southerly line of Original Lot No. 15
to a point;

Thence North $02^{\circ} 39''$ West and parallel to the Easterly line of
land conveyed to the Board of Park Commissioners by deed dated October 3, 1940
and recorded in Volume 5150, Page 18 of Cuyahoga County Records, 600.00 feet
to point;

Thence South $88^{\circ} 12' 20''$ West and parallel to the centerline of
said Royalton Road, 350.00 feet to a point;

W1156957 064

Thence South 0° 02' 35" East and parallel to the said Easterly line of land conveyed to the Board of Park Commissioners as aforesaid, 280.00 feet to a point;

Thence South 88° 12' 20" West and parallel to the centerline of said Roylton Road, 217.00 feet to a point;

Thence South 0° 02' 35" East and parallel to the said Easterly line of land conveyed to the Board of Park Commissioners as aforesaid, 320.00 feet to the centerline of said Roylton Road;

Thence South 88° 12' 20" West, 240.00 feet measured along the centerline of Roylton Road, and the Southerly line of said Original Lot No. 15 to the Southeasterly corner of a parcel of land conveyed to the Board of Park Commissioners by deed dated October 3, 1940 and recorded in Volume 5150, Page 18 of Cuyahoga County Records;

Thence North 0° 02' 35" West, about 1114.15 feet, measured along the Easterly line of land so conveyed to the said Board of Park Commissioners to a point;

Thence Easterly and parallel to Roylton Road about 1391.73 feet to a point on the centerline of Webster Road;

Thence South 0° 56' 00" East, along the centerline of Webster Road, 59.81 feet to the Northeasterly corner of land conveyed to George A. Hanslik, Jr. and Helen M. Hanslik by deed dated July 13, 1961 and recorded in Volume 10181, Page 268 of Cuyahoga County Records;

Thence South 89° 04' 00" West, along the Northerly line of land so conveyed, 230.00 feet to a point;

Thence South 0° 56' 00" East, along the Westerly line of land so conveyed to George A. Hanslik, Jr. and Helen M. Hanslik, 90.00 feet to the Southwesterly corner thereof;

COPIES

1.

Vol. 15895, 865

Thence North $89^{\circ} 04' 00''$ East, along the Southerly line of land so conveyed, 230.00 feet to the centerline of Webster Road;

Thence South $0^{\circ} 56' 00''$ East, along the centerline of Webster Road, 240.00 feet to the Northeastly corner of land conveyed to Grand Construction Company by deed dated September 30, 1961 and recorded in Volume 10305, Page 671 of Cuyahoga County Records;

Thence South $89^{\circ} 04' 00''$ West, along the Northerly line of land so conveyed to Grand Construction Company, 230.00 feet to the Northwestly corner thereof;

Thence South $0^{\circ} 56' 00''$ East, along the Westerly line of land so conveyed, 90.00 feet to the Southwestly corner thereof;

Thence South $89^{\circ} 04' 00''$ West, 100.00 feet to a point;

Thence South $0^{\circ} 56' 00''$ East, 100.00 feet to a point;

Thence North $89^{\circ} 04' 00''$ East, 330.00 feet to the centerline of Webster Road;

Thence South $0^{\circ} 56' 00''$ East, along the centerline of Webster Road, 90.00 feet to the Northeastly corner of land conveyed to The Grand Construction Company by deed dated August 17, 1957 and recorded in Volume 8897, Page 636 of Cuyahoga County Records;

Thence South $89^{\circ} 04' 00''$ West, along the Northerly line of land so conveyed, 230.00 feet to the Northwestly corner thereof;

Thence South $0^{\circ} 56' 00''$ East, along the Westerly line of land so conveyed to The Grand Construction Company as last aforesaid, 90.00 feet to a point;

Thence North $89^{\circ} 04' 00''$ East, along the most Southerly line of land so conveyed, 180.00 feet to a point of curvature therein;

Thence Northeastly continuing along the line of land so conveyed, being along the arc of a curve deflecting to the left, 31.42 feet to the Westerly line of Webster Road, said curve having a radius of 20.00 feet and a chord which bears North $44^{\circ} 04' 00''$ East, 28.28 feet;

Thence North $89^{\circ} 04' 00''$ East, 30.00 feet to the most Southeastly corner of land conveyed to The Grand Construction Company as last aforesaid;

Thence South $0^{\circ} 56' 00''$ East, along the centerline of Webster Road, 194.14 feet to the Northeastly corner of land conveyed to The Standard Oil Company as aforesaid;

Thence South $88^{\circ} 12' 20''$ West, along the Northerly line of land so conveyed to The Standard Oil Company, 180.00 feet to the Northwestly corner thereof;

Thence South $0^{\circ} 56' 00''$ East, along the Westerly line of land so conveyed, 180.00 feet to the place of beginning, be the same more or less, but subject to all legal Highways.

VAL 156957 866

COPY

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RECORDED - DATE
DEC 30 12 53 PM '82
CITY AND COUNTY OF
CITY AND COUNTY OF
CITY AND COUNTY OF

PARCEL NO. 398-26-3
CONFERENCE IS IN COMPLIANCE WITH SEC. 379.202 Q.B.C.
P. 1110

DEC 30 1982
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CITY TITLE COMPANY
5777

ACTION ITEMS (cont.)**(c) Authorization of Mill Stream Run Forest Preservation Project (±23.9 acres) –
Mill Stream Run Reservation**

(Originating Sources: Brian M. Zimmerman, Chief Executive Officer/Joseph V. Roszak, Chief Operating Officer/Rosalina M. Fini, Chief Legal & Ethics Officer/Kyle G. Baker, Director of Real Estate & Senior Assistant Legal Counsel/Stephanie Kutsko, Land Protection Manager/Kristen Trolio, Grants Manager)

Cleveland Metroparks has the opportunity to acquire ±23.9 acres of greenspace north of Royalton Road and west of Webster Road in the City of Strongsville. The Riser Foods Company (“Riser”) parcel is ±22.0 acres and the Lori F. Catanzarite (“Catanzarite”) linear parcels that run along the western border and northern portion of the Riser property are ±1.9 acres and will be donated to Cleveland Metroparks. Collectively these three parcels total ±23.9 acres (the “Property”) and together create a large tract of contiguous forestland. A map of the Property is on page **86208**. The Property is adjacent to Mill Stream Run Reservation and the acquisition of the Property is an opportunity to protect the existing forest cover to ensure the continuity of the forest canopy for plant and animal species. In addition to the forested areas, the Property contains a direct tributary to the East Branch Rocky River and some associated floodplain wetlands. The upper portion of the tributary stream valley supports a relatively mature floodplain forest with a small number of large cottonwoods and sycamore with scattered box-elder and American elm.

This property has long been identified by Cleveland Metroparks as a priority for protection. *Cleveland Metroparks 2000: Conserving our Natural Heritage* master plan identified the Property as a significant natural resource in need of protection. The plan identified the Property as a high priority for preservation, with a high level of threat to habitat loss. *Cleveland Metroparks 2020: The Emerald Necklace Centennial Plan* identifies wetland and headwater stream catchments, such as the Property, as protection priorities for Mill Stream Run Reservation.

Staff has identified grant funds for the acquisition and restoration of the Property. The Ohio Forested Habitat Fund is administered through The Conservation Fund and the required resolution for the acceptance of these funds is on page **86209**. Staff is recommending the following assemblage to acquire the Property:

Funding Sources	Amount
The Conservation Fund - Ohio Forested Habitat Fund Grant	\$461,175
Matching Funds:	
Bargain Sale (Riser)	\$220,000
Land Donation (Catanzarite)	\$70,000
Cleveland Metroparks (due diligence, acquisition and restoration)	\$171,175
Total:	\$922,350

ACTION ITEMS (cont.)

Riser is under contract to acquire a larger assemblage of parcels adjacent to the Property and intends to develop the corner of Royalton Road and Webster Road and sell the remaining ± 22.0 acres to Cleveland Metroparks for \$600,000. In order to develop this corner property, Riser needs to obtain rezoning approval from the City of Strongsville. Cleveland Metroparks acquisition of the Property is contingent upon Riser successfully obtaining zoning changes and lot split approvals from the City of Strongsville. As a condition of the Catanzarite donation, the acquisition of the Catanzarite parcels is contingent upon the Cleveland Metroparks acquiring the Riser parcel.

Judge Anthony J. Russo approved the acceptance of the donated fee Catanzarite parcels of land pursuant to Chapter 1545 of the Ohio Revised Code prior to the Board's consideration.

No. 18-05-066: It was moved by Vice President Berry, seconded by Vice President Rinker and carried, to authorize the contribution of up to \$171,175 along with other customary closing costs and accept the acquisition of fee simple title of ± 22 acres, from Riser Foods Company, for a purchase price of \$600,000, and the acceptance of a donation of fee simple title of ± 1.9 acres, from Lori F. Catanzarite, as hereinabove described, subject to the approval of the environmental assessment report and evidence of title, including exceptions to title, by the Chief Legal and Ethics Officer; further that the Board authorize the grant agreement with the Conservation Fund for funding assistance through the Ohio Forested Habitat Fund as described above; further, to authorize and agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms and conditions of the program; and finally, that the Board authorize the Chief Executive Officer to enter into agreements and execute any other documents as may be required to accept the grant upon award and to acquire the Property; form of document(s) to be approved by Chief Legal and Ethics Officer.

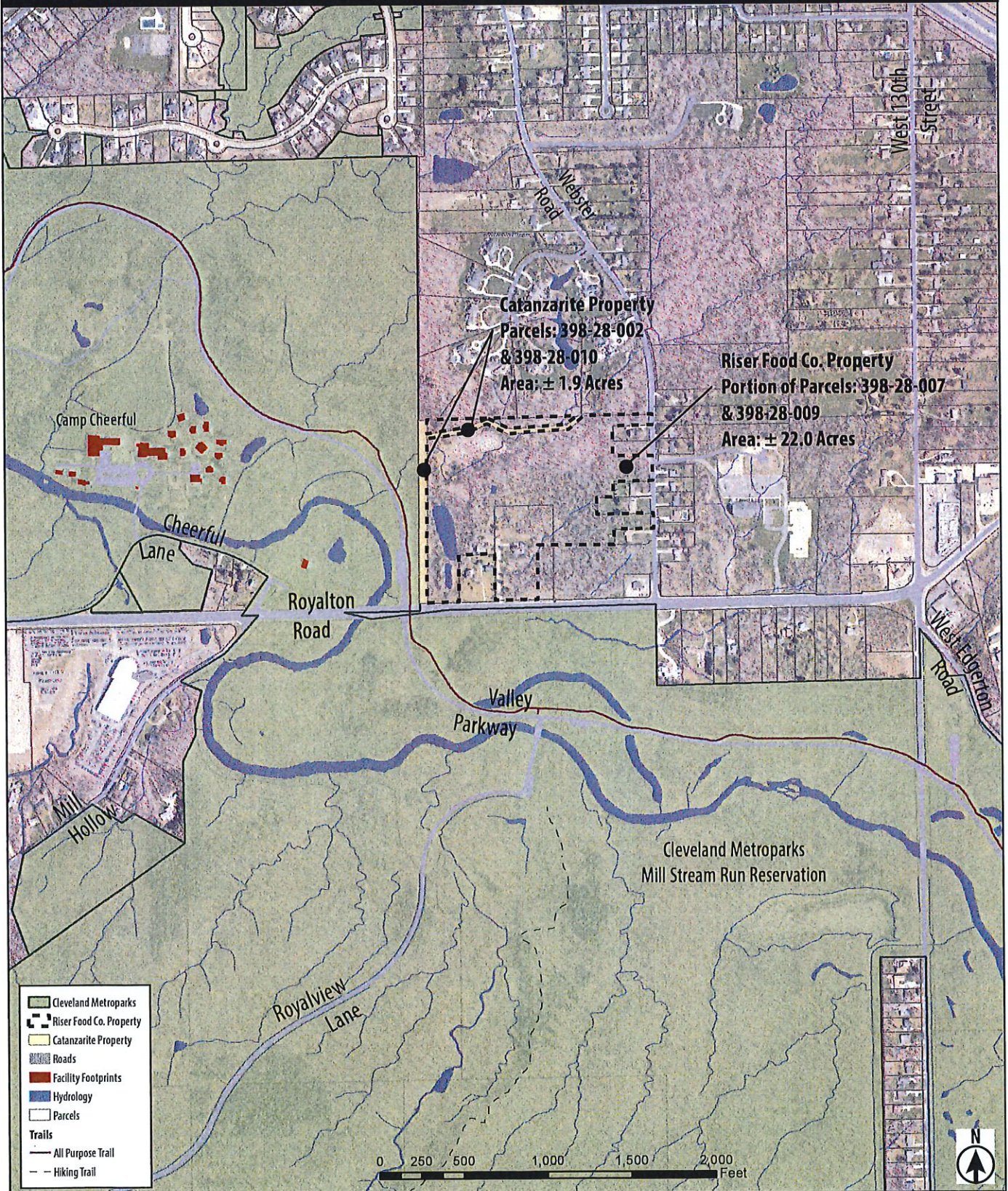
Vote on the motion was as follows:

Ayes: Ms. Berry, Messrs. Moore and Rinker.

Nays: None.

Mill Stream Run Reservation

Riser Foods Company & Catanzarite Properties- Strongsville



ACTION ITEMS (cont.)

- (f) ***Re-Authorization of Mill Stream Run Forest Preservation Project (±23.9 acres) – Mill Stream Run Reservation***
(Originating Sources: Brian M. Zimmerman, Chief Executive Officer/Joseph V. Roszak, Chief Operating Officer/Rosalina M. Fini, Chief Legal & Ethics Officer/Kyle G. Baker, Director of Real Estate & Senior Assistant Legal Counsel/Stephanie Kutsko, Real Estate Manager/Kristen Trollo, Grants Manager/Isaac Smith, Conservation Program Manager)

On May 17, 2018 pursuant to Board Resolution No. 18-05-066 (“Board Approval”), the Board authorized the Mill Stream Run Forest Preservation Project which included the purchase of ±23.9 acres of greenspace north of Royalton Road and west of Webster Road in the City of Strongsville and adjacent to Mill Stream Run Reservation. The project area included the Riser Foods Company (“Riser”) parcel consisting of ±22.0 acres and the Lori F. Catanzarite (“Catanzarite”) linear parcels that run along the western border and northern portion of the Riser property consisting of ±1.9 acres. Collectively these three parcels total ±23.9 acres, and together create a large tract of contiguous forestland (the “Property”).

On July 8, 2019 Cleveland Metroparks received notice that Riser had elected to terminate the purchase agreement. Riser was under contract to acquire a larger assemblage of parcels adjacent to the Property and intended to develop the corner of Royalton Road and Webster Road. Riser’s management team determined this was no longer a project they wished to pursue, and thus terminated all the purchase agreements associated with the development project. Riser was under contract to acquire the Riser parcel from the Spirnak Family Limited Partnership, Richard Lee Davis Jr., and Anna Marie Vaughn, formerly known as Anna Marie Davis (collectively “Spirnak/Davis”).

Cleveland Metroparks promptly contacted Spirnak/Davis to determine if they would be interested in selling a portion of their property to Cleveland Metroparks. Spirnak/Davis has agreed to sell ±22.0 acres to Cleveland Metroparks for \$600,000, the same purchase price Cleveland Metroparks had with Riser. Cleveland Metroparks also contacted Catanzarite who has agreed to amend the donation agreement for the ±1.9 acres to align with the new terms and conditions of the Spirnak/Davis purchase agreement. Cleveland Metroparks will work with Spirnak/Davis to determine the desired lot split configuration; a map of the properties is on page **90153**.

Staff had secured grant funds for the acquisition and restoration of the Property from The Ohio Forested Habitat Fund (“OFH Fund”) which is administered through The Conservation Fund. The Board Approval included a resolution for the acceptance of these funds. Cleveland Metroparks received an extension from the OFH Fund to extend the project into 2020 to accommodate the above stated changes to the project. Following the Board Approval, the OFH Fund notified Cleveland Metroparks that the Catanzarite property could not be used as match for the project, so the funding assemblage has changed, and the revised funding is provided below. The required resolution for the acceptance of these funds is on page **90154**.

ACTION ITEMS (cont.)

Funding Sources	Amount
The Conservation Fund - Ohio Forested Habitat Fund Grant	\$426,175
Matching Funds:	
Bargain Sale (Spirnak/Davis)	\$220,000
Cleveland Metroparks (due diligence, acquisition and restoration)	\$206,175
Total:	\$852,350

Spirnak/Davis needs to obtain rezoning and lot split approvals from the City of Strongsville prior to Cleveland Metroparks acquiring the Property. Cleveland Metroparks acquisition of the Property is contingent upon Spirnak/Davis successfully obtaining zoning changes and lot split approvals from the City of Strongsville. As a condition of the Catanzarite donation, the acquisition of the Catanzarite parcels is contingent upon Cleveland Metroparks acquiring the Spirnak/Davis parcel. Judge Anthony J. Russo approved the acceptance of the donated fee Catanzarite parcels pursuant to Chapter 1545 of the Ohio Revised Code prior to the May 17, 2018 Board approval.

The acquisition of the Property is an opportunity to protect the existing forest cover to ensure the continuity of the forest canopy for plant and animal species and carbon sequestration. In addition to the forested areas, the Property contains a direct tributary to the East Branch Rocky River and some associated floodplain wetlands. The upper portion of the tributary stream valley supports a relatively mature floodplain forest with a small number of large cottonwoods and sycamore with scattered box-elder and American elm. The Property has long been identified by Cleveland Metroparks as a priority for protection. *Cleveland Metroparks 2000: Conserving our Natural Heritage* master plan identified the Property as a significant natural resource in need of protection. The plan identified the Property as a high priority for preservation, with a high level of threat to habitat loss.

No. 19-10-130:

It was moved by Vice President Moore, seconded by Vice President Rinker and carried, to authorize the contribution of up to \$206,175 along with other customary closing costs and accept the acquisition of fee simple title of ±22 acres, from the Spirnak Family Limited Partnership, Richard Lee Davis Jr., and Anna Marie Vaughn (formerly known as Anna Marie Davis), for a purchase price of \$600,000, and the acceptance of a donation of fee simple title of ±1.9 acres, from Lori F. Catanzarite, as hereinabove described, subject to the approval of the environmental assessment report and evidence of title, including exceptions to title, by the Chief Legal and Ethics Officer; further that the Board authorize the grant agreement with The Conservation Fund for funding assistance through the Ohio Forested Habitat Fund as described above; further, to authorize and agree to

ACTION ITEMS (cont.)

obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms and conditions of the program; and finally, that the Board authorize the Chief Executive Officer to enter into agreements and execute any other documents as may be required to accept the grant upon award and to acquire the Property; form of document(s) to be approved by Chief Legal and Ethics Officer.

Vote on the motion was as follows:

Ayes: Messrs. Moore and Rinker.

Nays: None.

(g) ***Authorization of Land Acquisition: Gertsma Property, Brecksville Reservation (±13 acres)***

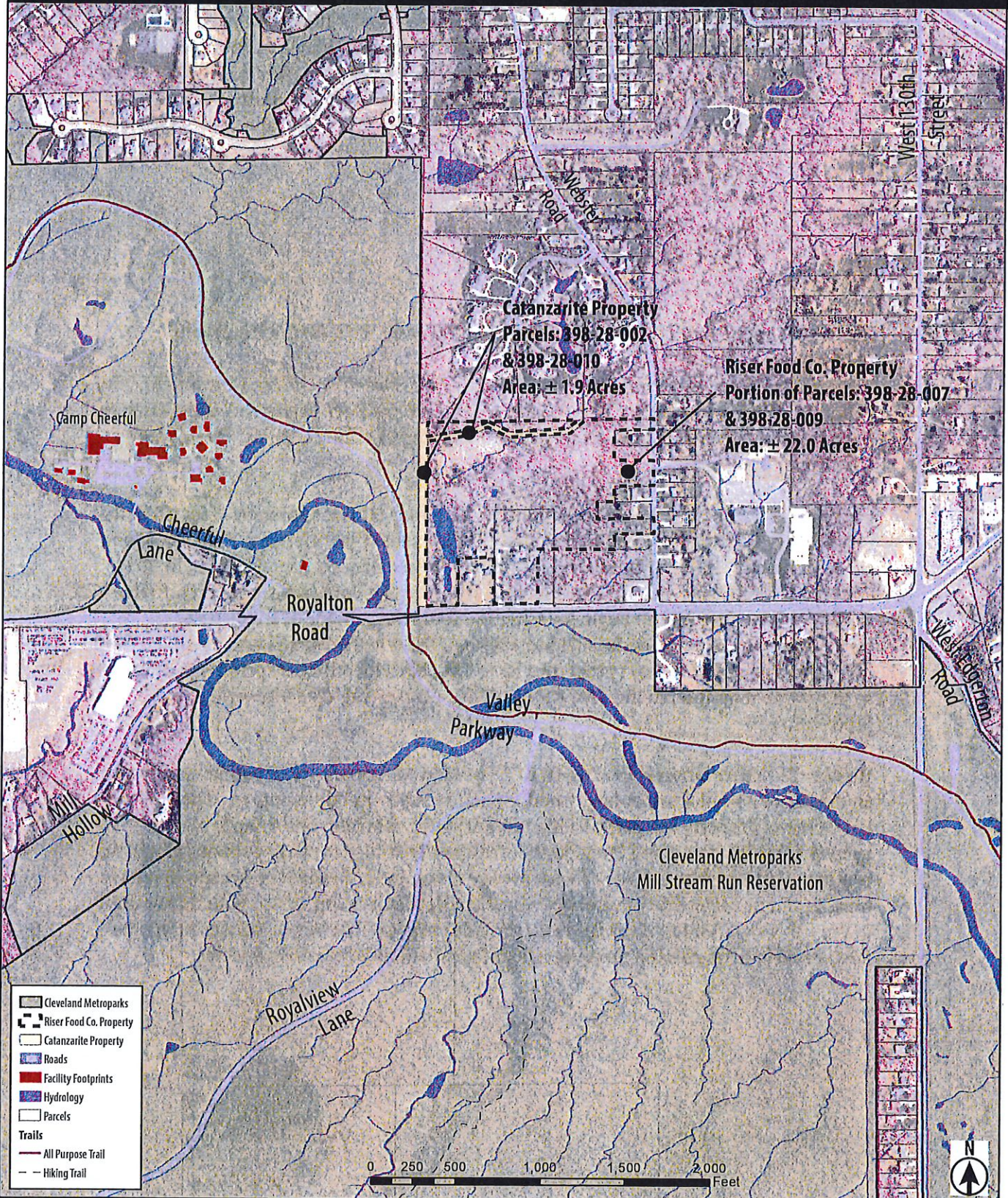
(Originating Sources: Brian M. Zimmerman, Chief Executive Officer/Rosalina M. Fini, Chief Legal & Ethics Officer/Kyle G. Baker, Director of Real Estate & Senior Assistant Legal Counsel/Stephanie Kutsko, Real Estate Manager/Isaac D. Smith, Conservation Program Manager)

Cleveland Metroparks has the opportunity to acquire a ±13-acre property located at the rear of 9617 Brecksville Road in the City of Brecksville (the "Gertsma Property"), and adjacent on three sides to Brecksville Reservation (see map on page **90155**). In 2018, Cleveland Metroparks acquired an 8.2-acre property, the Porozynski Property, to the west of the Gertsma Property to begin to buffer the southwest corner of Brecksville Reservation and provide additional protection of the downstream aquatic habitats. Both the Gertsma and Porozynski properties have long been identified as priority acquisitions, as they were identified in the *Metroparks 2000: Conserving Our Natural Heritage* land protection plan.

Brecksville Reservation is the largest of Cleveland Metroparks reservations and protects an extensive oak-hickory upland woods which is cut by multiple gorges. The streams on the Gertsma Property are part of a high-quality subwatershed, one of only two subwatersheds in the entire Park District that has Redside dace (*Clinostomus elongatus*) present. Redside dace are only found in very clean, intact headwater streams and have been declining statewide for decades. Brecksville Reservation, along with its proximity to the Cuyahoga Valley National Park, provides support of a larger, connected natural area, capable of sustaining more significant populations of sensitive species.

Mill Stream Run Reservation

Riser Foods Company & Catanzarite Properties- Strongsville



AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale (this "Agreement") is made as of the 7th day of October, 2019, by and between the SPIRNAK FAMILY LIMITED PARTNERSHIP, RICHARD LEE DAVIS JR., AND ANNA MARIE VAUGHN (FORMERLY KNOWN AS ANNA MARIE DAVIS) (collectively, "Seller"), and BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT, a political subdivision of the State of Ohio, of 4101 Fulton Parkway, Cleveland, Ohio 44144 ("Cleveland Metroparks"), who, for the valuable consideration set forth below, agree as follows:

1. Agreement to Sell and Purchase. Seller desires to transfer by deed to Cleveland Metroparks an approximately 22 acre parcel of land located near the Mill Stream Run Reservation of the Cleveland Metropolitan Park District in the City of Strongsville, County of Cuyahoga, and State of Ohio and depicted in Exhibit A, attached hereto and made a part hereof, being a portion of Permanent Parcels 398-28-007 and 398-28-009, with the exact amount, location, and configuration of such parcels to be determined by survey, as provided herein, together with all improvements thereon and all appurtenances thereunto belonging (the "Parcel"), which Parcel comprises a portion of the land owned by Seller (including the Parcel, the "Property"), and all of Seller's interest in the land, including but not limited to its interest in all leases for the use or occupancy of the Parcel, including but not limited to oil, gas and mineral rights, and Cleveland Metroparks desires to accept such transfer on the terms and subject to the conditions contained herein. Seller will retain approximately 6 acres of the Property (the "Remainder Parcels"), which Seller intends to develop and market for sale.

2. Purchase Price. The purchase price for the Parcel shall be Six Hundred Thousand Dollars (\$600,000) (the "Purchase Price"), payable by Cleveland Metroparks, as follows: Cleveland Metroparks shall deposit the Purchase Price, subject to the charges and credits contemplated by this Agreement, by wire transfer or check, into escrow with Surety Title Agency, Inc., 300 Leader Building, 526 Superior Avenue, Cleveland, Ohio 44114 (the "Title Company"), as escrow agent (the "Escrow Agent"), no later than the Closing Date (as hereinafter defined). Cleveland Metroparks offer of the Purchase Price for the Parcel is contingent upon Seller signing this Agreement by October 1, 2019 at 12 pm (EST).

3. Escrow. An executed copy of this Agreement shall be deposited with Escrow Agent concurrently upon execution by all parties and shall serve as escrow instructions for the closing of this transaction. Escrow Agent may attach its Standard Conditions of Acceptance of Escrow hereto; provided, however, that this Agreement shall govern in the event of any inconsistency between this Agreement and such Standard Conditions of Acceptance of Escrow.

4. Due Diligence, Surveys, and Title Commitment.

(a) Seller grants to Cleveland Metroparks, and its agents, licensees, employees, assigns, contractors, and subcontractors a license, to enter upon the Property and the full right of

access to the Property in order, at Cleveland Metroparks sole cost and expense, to inspect the Parcel, to perform engineering and environmental investigations, surveys, and tests, to take samples, including samples of soil and groundwater beneath the surface of the Parcel, and to conduct such additional engineering, environmental, and other investigations as Cleveland Metroparks shall deem necessary or desirable as due diligence to evaluate the Parcel for Cleveland Metroparks intended ownership, occupancy, and use thereof.

(b) Cleveland Metroparks, at Cleveland Metroparks sole cost and expense, may cause a survey of the Parcel and the remainder of the Property (collectively, the "Survey"), to be made by a certified land surveyor duly licensed and registered under the laws of the State of Ohio. Survey shall satisfy all applicable legal requirements for the purpose of effecting a lot split of the Parcel from the remainder of the Property, which lot split Cleveland Metroparks shall cause to occur at the earliest possible opportunity. The size, location, and configuration of the Parcel shall be mutually agreed upon between Cleveland Metroparks and Seller.

(c) Cleveland Metroparks, at Cleveland Metroparks sole cost and expense, shall cause the Title Company to issue and deliver to Cleveland Metroparks a title insurance commitment to issue the Title Policy (as hereinafter defined), together with legible copies of all documents referred to in Schedule B-Part 2 thereof (collectively, as endorsed from time to time, the "Title Commitment"). As soon as the Survey have been prepared, approved by Cleveland Metroparks and Seller, and delivered to the Title Company, as herein below provided, Cleveland Metroparks shall cause the Title Company to issue and deliver to Cleveland Metroparks an endorsement to the Title Commitment, affording coverage for the Parcel on the basis of the legal description reflected on the Survey, and showing survey matters that constitute exceptions to title (the "Survey Matters"). After Cleveland Metroparks receipt of the Title Commitment, endorsed to reflect Survey Matters, and the Survey, Cleveland Metroparks shall notify Seller and Escrow Agent of any exceptions to title that are disclosed in the Title Commitment and that are objectionable to Cleveland Metroparks (together herein called "Unpermitted Exceptions"), provided that Cleveland Metroparks agrees to accept the following exceptions to title (the "Permitted Exceptions") but not other standard exceptions set forth in an ALTA Owner's Policy (June 17, 2006) title insurance policy:

- (i) Zoning ordinances and regulations, if any;
- (ii) Real estate taxes which are a lien, but which are not due and payable as of the Closing Date; and
- (iii) Exceptions to title that have been accepted or approved by Seller as herein provided.

In the event that Cleveland Metroparks so notifies Seller of any Unpermitted Exceptions, Seller shall have a period of thirty (30) days thereafter to cure or remove the Unpermitted Exceptions; provided, however, that Seller shall be obligated to remove, subordinate, or obtain a partial release of any mortgages and other monetary liens against the Parcel. Upon the expiration of

such thirty (30) day period, Escrow Agent shall notify Cleveland Metroparks and Seller as to whether or not the Title Company then is in a position to issue the Title Policy, without showing the Unpermitted Exceptions as exceptions to title. If Escrow Agent shall notify the parties that the Title Company will not issue the Title Policy, without showing the Unpermitted Exceptions as exceptions to title, then Cleveland Metroparks, by notice delivered to Seller and Escrow Agent within fifteen (15) days after Cleveland Metroparks receipt of notice from Escrow Agent of the Title Company's refusal to issue the Title Policy, without showing the Unpermitted Exceptions as exceptions to title, shall have the right, in its sole discretion, (A) to waive the Unpermitted Exceptions by notifying Escrow Agent and Seller within fifteen (15) days after Cleveland Metroparks receipt of notice from Escrow Agent of the Title Company's refusal to issue the Title Policy, without showing the Unpermitted Exceptions as exceptions to title, in which event the obligations of the parties hereunder shall not be affected by reason thereof, the Unpermitted Exceptions shall be deemed to constitute Permitted Exceptions, and this transaction shall be consummated in accordance with the terms and conditions of this Agreement or (B) to terminate this Agreement, as contemplated by Paragraph 5(b).

5. Conditions to Closing.

(a) In addition to the conditions provided elsewhere in this Agreement, the obligation of Cleveland Metroparks to consummate the transaction contemplated by this Agreement shall be subject to the satisfaction or waiver in writing of each of the following conditions on or before the Closing Date:

- (i) Seller shall have provided to Cleveland Metroparks by November 1, 2019 the desired lot split configuration which includes a minimum of 22 acres to be transferred to Cleveland Metroparks and approximately 6 acres to be located on either Webster Road and/or Royalton Road for Seller to retain and market for future development. If Seller does not provide a lot split configuration by the above date, Cleveland Metroparks may, in its sole authority, dictate the lines of the lot split configuration;
- (ii) [intentionally deleted]
- (iii) Cleveland Metroparks and Seller shall have received and approved the Survey, and, related thereto, the parties shall have received a lot split for the Parcel from the remainder of the Property. The lot split shall be completed and recorded at Closing;
- (iv) Cleveland Metroparks shall have secured funding from a third party satisfactory to Cleveland Metroparks, in its sole discretion, to apply to this transaction;
- (v) Due diligence by Cleveland Metroparks, and/or its agents, licensees, employees, agencies, contractors, and subcontractors pursuant to Section

4(a), shall have been performed to the satisfaction of Cleveland Metroparks, in its sole discretion, and the Parcel shall remain in the condition described in report(s) provided in conjunction with performance of such due diligence;

- (vi) That all renters have vacated the Parcel and all personal property has been removed from the Property, per No. 10 of this Agreement;
- (vii) Cleveland Metroparks shall have obtained resolution of the Board of Park Commissioners (the "Approving Resolution"), accepting conveyance of the Parcel; and
- (viii) The Title Company shall be in a position to issue to Cleveland Metroparks, dated as of the date and time of Closing (as hereinafter defined), an ALTA Owner's Policy (June 17, 2006) owner's policy of title insurance, as endorsed, in the amount of the Purchase Price, insuring that Cleveland Metroparks has good and marketable fee simple title to the Parcel, subject only to Permitted Exceptions (the "Title Policy").

(b) In the event that any condition described in Section 5(a) or elsewhere in this Agreement with respect to the performance of the parties is not satisfied or waived in writing by Cleveland Metroparks on or before the date on which it is required to be satisfied, Cleveland Metroparks shall have the right to postpone the Closing Date or to terminate this Agreement by notice to Seller and Escrow Agent.

(c) In addition to the conditions provided elsewhere in this Agreement, the obligation of Seller to consummate the transaction contemplated by this Agreement shall be subject to the satisfaction or waiver in writing of each of the following conditions on or before the Closing Date:

(i) Cleveland Metroparks and Seller shall have obtained any and all necessary approval(s) from the City of Strongsville for the rezoning of the Remainder Parcels from Public Facility to Residential (R1-75), Motor Services, and/or Local Business; and

(ii) Cleveland Metroparks and Seller shall have received a lot split for the Parcel from the remainder of the Property. The lot split shall be completed and recorded at Closing.

(d) In the event that any condition described in Section 5(c) or elsewhere in this Agreement with respect to the performance of the parties is not satisfied or waived in writing by Seller on or before the date on which it is required to be satisfied, Seller shall have the right to postpone the Closing Date or to terminate this Agreement by notice to Cleveland Metroparks and Escrow Agent.

6. Closing Date. The transfer of title to the Parcel hereunder by the filing of the Deed for record (the "Closing") shall be a date that is no later than (90) days after the recording of the lot split in the records of Cuyahoga County, Ohio, contingent upon satisfaction or waiver of all conditions to Cleveland Metroparks obligations hereunder (subject to postponement, as permitted hereunder, the "Closing Date"). Cleveland Metroparks shall determine the Closing Date and shall notify Seller of the Closing Date at least forty-five (45) days prior to the Closing Date. Notwithstanding the foregoing, in the event closing has not occurred on or before June 30, 2020, Cleveland Metroparks and/or Seller shall have the right to terminate this Agreement or delay the Closing Date by written notice to the other party.

7. Deposits into Escrow. On or before the Closing Date, Seller shall deposit or cause to be deposited with Escrow Agent:

(a) Seller's fully executed general warranty deed in the form attached hereto as Exhibit B and made a part hereof (the "Deed"), conveying to Cleveland Metroparks good and indefeasible fee simple title to the Parcel free and clear of all exceptions to title except Permitted Exceptions and releasing to Cleveland Metroparks all dower rights in the Parcel, if any.

(b) Such funds and other instruments in recordable form or otherwise as may be reasonably required by Escrow Agent as a condition of the closing of the escrow.

On or before the Closing Date, Cleveland Metroparks shall deposit or cause to be deposited with Escrow Agent:

(a) The funds described in Section 2; and

(b) Such other funds and instruments in recordable form or otherwise as may be reasonably required by Escrow Agent as a condition of the closing of the escrow.

8. Actions by Escrow Agent. On the Closing Date, if all the funds and documents set forth in Section 7 have been delivered to Escrow Agent and if all other conditions to Cleveland Metroparks obligation to consummate the transaction contemplated by this Agreement shall have been satisfied or waived in writing by Cleveland Metroparks, then Escrow Agent shall:

(a) Cause the Deed to be filed for record in the Cuyahoga County, Ohio, Records;

(b) As of the close of business on the Closing Date, prorate real estate taxes and installments of assessments, calculating the proportionate acreage, on a fiscal year basis. If Closing occurs before the tax rate is fixed for the year in which Closing occurs, real estate taxes shall be based upon the tax rate for the preceding year applied to the latest assessed valuation, provided, that, if the real estate taxes payable during the year in which Closing occurs (or prior years) are thereafter determined to be more or less than the real estate taxes payable during the preceding year (after any appeal of the assessed valuation thereof is concluded), Seller and

Cleveland Metroparks shall (i) promptly (but no later than thirty (30) days thereafter, except in the case of an ongoing tax protest) adjust the proration of such real estate taxes and (ii) pay to the other any amount required as a result of such adjustment. This reparation covenant shall not merge with the Deed but shall survive the Closing until ninety (90) days after the final unappealable determination of such real estate taxes;

(c) Seller shall pay all installments of any special or other assessment for public improvements or otherwise due and payable prior to the Closing Date;

(d) Cause the issuance and delivery to Cleveland Metroparks of the Title Policy;

(e) Charge to the account of Seller one-half ($\frac{1}{2}$) the escrow fee, one-half ($\frac{1}{2}$) the cost of the title examination, the cost of recording any instruments required in order to clear title of all exceptions to title other than Permitted Exceptions, the cost to file the lot split, if any, and all other sums properly chargeable against Seller hereunder or customarily charged to Seller in accordance with common escrow practices in the county in which the Parcel is located, except as otherwise expressly provided herein to the contrary; and

(f) Charge to the account of Cleveland Metroparks one-half ($\frac{1}{2}$) the escrow fee, one-half ($\frac{1}{2}$) the cost of the title examination, the title insurance premium for the Title Policy, the cost of the Survey, if any, the fee for recordation of the Deed, and all other sums properly chargeable against Cleveland Metroparks hereunder or customarily charged to Cleveland Metroparks in accordance with common escrow practices in the county in which the Parcel is located, except as otherwise expressly provided herein to the contrary; and

(g) Pay to or upon the order of Seller the balance of the Purchase Price after deducting all amounts herein required to be paid by or charged to Seller;

provided, however, that, except as otherwise specifically provided herein to the contrary, in the event that this Agreement is terminated prior to the Closing Date (other than upon default by either party, in which event the defaulting party shall pay the escrow fee, the cost of the title examination and the Title Commitment, and other sums properly chargeable by Escrow Agent), Escrow Agent shall return to the parties the respective funds and documents deposited in escrow by them, the parties shall be released from all obligations and liabilities otherwise thereafter accruing hereunder, and Cleveland Metroparks shall pay to Escrow Agent its escrow fee, the cost, if any, of the title examination and the Title Commitment, and all other sums properly chargeable by Escrow Agent.

9. Indemnity. Seller shall indemnify Cleveland Metroparks against and hold Cleveland Metroparks harmless with respect to all third party claims and liabilities which may have accrued with respect to the Parcel prior to Closing.

10. Possession. Seller shall deliver full and complete possession of the Parcel to Cleveland Metroparks as of Closing. Seller shall have notified and effected the vacation from

the premises of any renters from the Parcel in a timely manner, pursuant to Ohio law, and removed any personal property prior to Closing. All fixtures relating to the residence shall remain, and the keys delivered to Cleveland Metroparks, so the residence may be properly secured. In the event the Parcel is not free and clear of all personal property prior to Closing, Cleveland Metroparks reserves the right to either extend closing to allow Seller time to remove all personal property from the Parcel or withhold and retain \$7,500 from the Purchase Price at Closing as compensation for having to remove all of the personal property.

11. Notices. Unless otherwise expressly required or permitted by the terms of this Agreement, any notice, request, demand, or other communication in connection with this Agreement required or permitted to be given hereunder by the parties shall be in writing and shall be delivered personally or served by certified or registered mail to the parties at the addresses set forth below unless different addresses are given by one party by notice to the other in accordance herewith:

As to Seller:

Spirnak Family Limited Partnership
2178 Silveridge Trail
Westlake, Ohio 44145

Richard Lee Davis Jr.
6091 Edgehill Drive
El Dorado Hills, California 95762

Anna Davis
5871 Grace Ellen Court
Citrus Heights, California 95610

As to Cleveland Metroparks:

Cleveland Metroparks
4101 Fulton Parkway
Cleveland, Ohio 44144
Attention: Chief Executive Officer

with a copy to:

Cleveland Metroparks
4101 Fulton Parkway
Cleveland, Ohio 44144
Attention: Chief Legal & Ethics Officer

12. Real Estate Brokers. Cleveland Metroparks represents and warrants to Seller that no broker, finder, real estate agent, or other person has acted for Cleveland Metroparks so as to entitle such broker, finder, agent or other person to any commission in connection with the sale of the Parcel to Cleveland Metroparks. Any such commission which shall become due from Seller's broker, finder, agent or other person shall be the responsibility of the Seller as well as any attorneys' fees and litigation or other expenses relating to any such commission.

13. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any prior agreements respecting the Parcel between Cleveland Metroparks and Seller. This Agreement may not be amended except in a writing executed by Cleveland Metroparks and Seller.

14. Approval and Consent. In each case in which this Agreement provides for approval or consent, such approval or consent shall not be unreasonably withheld or delayed.

15. Survival. It is understood and agreed that all representations, warranties, covenants, and agreements and all indemnifications contained herein shall survive Closing for the maximum period permitted by law and shall not be merged in the Deed or any other Closing document.

IN WITNESS WHEREOF, Cleveland Metroparks and Seller have executed this Agreement as of the date first set forth above.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SELLER: SPIRNAK FAMILY LIMITED PARTNERSHIP, RICHARD LEE DAVIS JR., AND ANNA MARIE VAUGHN (FORMERLY KNOWN AS ANNA MARIE DAVIS)

Spirnak Family Limited Partnership

By: *John Patrick Spirnak*
John Patrick Spirnak, M.D., General Partner

By: _____

By: _____

By: _____

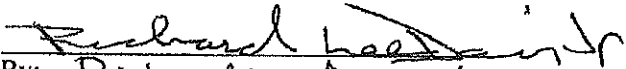
BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT

Brian M. Zimmerman
Chief Executive Officer

Approved as to legal form by Rosalina M. Fini,
Chief Legal & Ethics Officer, Cleveland
Metroparks.

Kyle G. Baker
Kyle G. Baker, JD, Senior Assistant Legal Counsel

SELLER: SPIRNAK FAMILY LIMITED
PARTNERSHIP, RICHARD LEE DAVIS JR.,
AND ANNA MARIE VAUGHN (FORMERLY
KNOWN AS ANNA MARIE DAVIS)

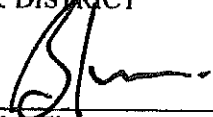

By: Richard Lee Davis Jr

By: _____

By: _____

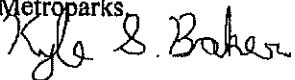
By: _____

BOARD OF PARK COMMISSIONERS OF
THE CLEVELAND METROPOLITAN
PARK DISTRICT



Brian M. Zimmerman
Chief Executive Officer

Approved as to legal form by Rosalina M. Fini,
Chief Legal & Ethics Officer, Cleveland
Metroparks.



Kyle G. Baker, JD, Senior Assistant Legal Counsel

SELLER: SPIRNAK FAMILY LIMITED
PARTNERSHIP, RICHARD LEE DAVIS JR.,
AND ANNA MARIE VAUGHN (FORMERLY
KNOWN AS ANNA MARIE DAVIS)

Anna Marie Vaughn
By: ANNA MARIE VAUGHN

By: _____

By: _____

By: _____

BOARD OF PARK COMMISSIONERS OF
THE CLEVELAND METROPOLITAN
PARK DISTRICT

Brian M. Zimmerman
Chief Executive Officer

Approved as to legal form by Rosalina M. Fini,
Chief Legal & Ethics Officer, Cleveland
Metroparks.

Kyle G. Baker

Kyle G. Baker, JD, Senior Assistant Legal Counsel

ACKNOWLEDGED AND APPROVED BY:

SURETY TITLE INSURANCE COMPANY, as the Title Company

By: 

Name: Christine Owens

Title: Escrow Officer

FISCAL OFFICER'S CERTIFICATE

The undersigned, Chief Financial Officer of the Board of Park Commissioners of the Cleveland Metropolitan Park District (the "Board"), hereby certifies that the moneys required to meet the obligations of the Board during the year 2019 under the aforesaid Agreement have been lawfully appropriated by the Board for such purposes and are in the treasury of the Board or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 Ohio Revised Code.



Chief Financial Officer, Board of Park Commissioners
of the Cleveland Metropolitan Park District

Dated Oct. 17, 2019

EXHIBIT A

Map of Property

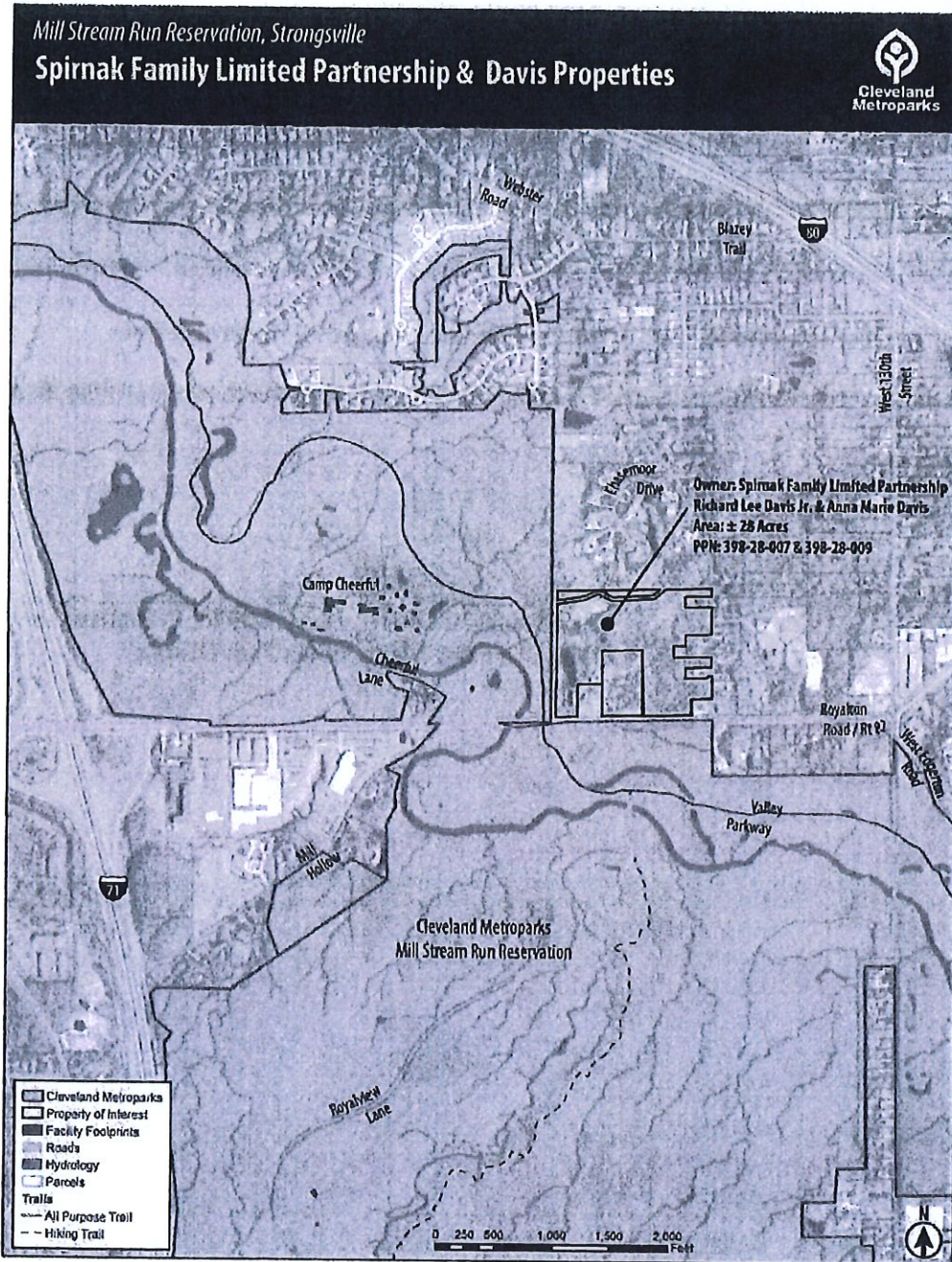


EXHIBIT B

General Warranty Deed

KNOW ALL PERSONS BY THESE PRESENTS, that _____, (the "Grantor"), for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents absolutely grant, bargain, sell and convey, with GENERAL WARRANTY COVENANTS, unto _____, a(n) _____, having a tax mailing address of _____ (the "Grantee"), the real property located in the City of _____, County of _____, State of _____, and more fully described on Exhibit A attached hereto and made a part hereof by reference, together with all buildings, fixtures and improvements thereon and all easements, rights and hereditaments appurtenant thereto (collectively, the "Property"), subject only to (i) real estate taxes and assessments, both general and special, not yet due and payable, (ii) zoning laws, rules and regulations affecting the Property, if any, and (iii) easements, restrictions, encumbrances and other conditions of record.

TO HAVE AND TO HOLD the Property unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned has executed this instrument this _____ day of _____, 201__.

GRANTORS

STATE OF OHIO)
) SS.
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named _____, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, this _____ day of _____, 201__.

Notary Public

(Seal)

This instrument prepared by:

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Aimee Pientka, Clerk of Council

DATE: April 6, 2020

SUBJECT: Rezoning Application
Owners: Spirnak Family Limited Partnership, Richard Lee Davis Jr., Anna Marie Vaughn
PPNs: 398-28-007 and 398-28-009
Address: 14010 Royalton Road and vacant land
From Public Facility (PF) to Local Business (LB) – 14010 Royalton Road
Public Facility (PF) to Residential (R1-75) – vacant land

Please check the legal description on the attached application for rezoning and, if correct, please forward to the Law Director so he may prepare legislation for Council to consider.

Thank you.

AKP
Attachments

Cc: Thomas P. Perciak, Mayor
Neal Jamison, Law Director
Daniel J. Kolick, Assistant Law Director
George Smerigan, City Planner
Brent Painter, Economic Development Director
All Members of Council
Carol Brill, Planning Commission Secretary

City of Strongsville

Memorandum

To: Neal Jamison, Law Director

CC: Mayor Perciak
Ken Mikula, City Engineer
Aimee Pientka
George Smerigan, City Planner
Brent Painter, Economic Development Director
Dan Kolick, Assistant Law Director
Carol Brill, Planning Commission Secretary

From: Lori Daley, Assistant City Engineer

Date: April 8, 2020

Re: Rezoning Application
Part of PPN 398-28-007 from PF to R1-75
Part of PPN 398-28-009 from PF to LB

Neal,

The legal descriptions included in the Clerk of Council's April 6, 2020 memo regarding the above referenced application accurately depict the portions of parcels to be rezoned.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission

FROM: Tiffany Mekeel, Assistant Clerk of Council

DATE: April 21, 2020

SUBJECT: Referral from Council: Ordinance Nos. 2020-065 and 2020-066

Please be advised that at its regular meeting of April 20, 2020, City Council referred the following Ordinances to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2020-065 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21600 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO SR-1 (SENIOR RESIDENCE) CLASSIFICATION (PPN 392-14-003), AND DECLARING AN EMERGENCY.

- Ordinance No. 2020-066 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT ROYALTON ROAD AND WEBSTER ROAD, IN THE CITY OF STRONGSVILLE FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION (PART OF PPN 398-28-007); AND FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO LB (LOCAL BUSINESS) CLASSIFICATION (PART OF PPN 398-28-009), AND DECLARING AN EMERGENCY.

A copy of the Ordinances are attached for Planning Commission review.

TAM
Attachment

MEMORANDUM

TO: Aimee Pientka, Council Clerk
Neal Jamison, Law Director

FROM: Carol Brill, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: May 1, 2020

Please be advised that at its meeting of April 30, 2020, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2020-065

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21600 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO SR-1 (SENIOR RESIDENCE) CLASSIFICATION (PPN 392-14-003), AND DECLARING AN EMERGENCY.

ORDINANCE NO. 2020-066

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT ROYALTON ROAD AND WEBSTER ROAD, IN THE CITY OF STRONGSVILLE FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION (PART OF PPN 398-28-007); AND FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO LB (LOCAL BUSINESS) CLASSIFICATION (PART OF PPN 398-28-009), AND DECLARING AN EMERGENCY.

INFINIUM PARKWAY/ Jerry Gruszewski, Agent

Subdivision of PPN's 394-05-004 and 394-03-012 located on Infinium Parkway and Commerce Parkway and Prospect Road, zoned General Industrial. **BZA Variance granted 4-8-20.*

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 072

By: Mayor Perciak and All Members of Council

AN ORDINANCE REPEALING CHAPTERS 810, 844, 846, 864, 870, 872, AND CHAPTER 874 OF TITLE TWO OF PART EIGHT BUSINESS REGULATION AND TAXATION CODE IN ORDER TO UPDATE THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE.

WHEREAS, certain sections of the Strongsville Codified Ordinances were adopted over fifty years ago to address the regulation of certain businesses in the City of Strongsville; and

WHEREAS, the regulation of these businesses by the City of Strongsville is no longer practicable due in part to the enactment of various federal and state legislation that has either taken over the regulation of these businesses or pre-empted any local regulation by municipalities; and

WHEREAS, it is the policy of the Mayor and this Council to continuously seek ways to streamline the operation of the City government in order to save costs and duplicative efforts.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That existing Chapter 810 of Title Two of Part Eight Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville concerning Distress Merchandise Sales, be and is hereby repealed in its entirety.

Section 2. That existing Chapter 844 of Title Two of Part Eight Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville concerning Private Investigators, be and is hereby repealed in its entirety.

Section 3. That existing Chapter 846 of Title Two of Part Eight Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville concerning Private Patrol Watchmen, be and is hereby repealed in its entirety.

Section 4. That existing Chapter 864 of Title Two of Part Eight Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville concerning Taxicabs, be and is hereby repealed in its entirety.

Section 5. That existing Chapter 870 of Title Two of Part Eight Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville concerning Telecommunications Commission, be and is hereby repealed in its entirety.

Section 6. That existing Chapter 872 of Title Two of Part Eight Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville concerning Cable Television Franchise Regulations, be and is hereby repealed in its entirety.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 – 072
Page 2

Section 7. That existing Chapter 874 of Title Two of Part Eight Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville concerning Customer Service Standards for Cable Television Systems, be and is hereby repealed in its entirety.

Section 8. That any and all other references to these Chapters or any sections therein in the Codified Ordinances, be and are hereby repealed.

Section 9. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 10. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2020-072 Amended: _____
1st Rdg. 05-04-20 Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 072

By: Mayor Perciak and All Members of Council

AN ORDINANCE REPEALING CHAPTERS 810, 844, 846, AND 864, ~~870, 872, AND CHAPTER 874~~ OF TITLE TWO OF PART EIGHT BUSINESS REGULATION AND TAXATION CODE IN ORDER TO UPDATE THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, **AS AMENDED**.

WHEREAS, certain sections of the Strongsville Codified Ordinances were adopted over fifty years ago to address the regulation of certain businesses in the City of Strongsville; and

WHEREAS, the regulation of these businesses by the City of Strongsville is no longer practicable due in part to the enactment of various federal and state legislation that has either taken over the regulation of these businesses or pre-empted any local regulation by municipalities; and

WHEREAS, it is the policy of the Mayor and this Council to continuously seek ways to streamline the operation of the City government in order to save costs and duplicative efforts.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That existing Chapter 810 of Title Two of Part Eight Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville concerning Distress Merchandise Sales, be and is hereby repealed in its entirety.

Section 2. That existing Chapter 844 of Title Two of Part Eight Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville concerning Private Investigators, be and is hereby repealed in its entirety.

Section 3. That existing Chapter 846 of Title Two of Part Eight Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville concerning Private Patrol Watchmen, be and is hereby repealed in its entirety.

Section 4. That existing Chapter 864 of Title Two of Part Eight Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville concerning Taxicabs, be and is hereby repealed in its entirety.

~~**Section 5.** That existing Chapter 870 of Title Two of Part Eight Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville concerning Telecommunications Commission, be and is hereby repealed in its entirety.~~

~~**Section 6.** That existing Chapter 872 of Title Two of Part Eight Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville concerning Cable Television Franchise Regulations, be and is hereby repealed in its entirety.~~

~~Section 7. That existing Chapter 874 of Title Two of Part Eight Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville concerning Customer Service Standards for Cable Television Systems, be and is hereby repealed in its entirety.~~

Section 85. That any and all other references to these Chapters or any sections therein in the Codified Ordinances, be and are hereby repealed.

Section 96. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 107. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2020-072 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 075

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING A JOB/PAYROLL CREATION
INCENTIVE GRANT FOR UNION HOME MORTGAGE CORP.,
AND DECLARING AN EMERGENCY.**

WHEREAS, the retention and creation of jobs and employment opportunities is integral to the continued economic health of the City of Strongsville, Ohio, and its citizens; and

WHEREAS, Article XVIII, Section 3 of the Ohio Constitution grants municipalities the authority to exercise all powers of local self-government, and to adopt and enforce within their limits such local police, sanitary and other similar regulations, as are not in conflict with general laws; and

WHEREAS, Article I of the Charter of the City of Strongsville provides that the City shall have all powers of local self-government and municipal home rule now or hereafter granted to municipalities by the Constitution and laws of Ohio; and further that the powers of the City may also be exercised in such manner as may now or hereafter be provided by the general laws of Ohio not conflicting with the City Charter or Ordinances; and

WHEREAS, the use of governmental resources for the promotion of economic development in the community is in the public interest and is a proper exercise of municipal powers pursuant to Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, to this end, by adoption of Ordinance No. 2013-234, the City authorized a Job/Payroll Creation Incentive Grant Program to provide incentives to businesses to create or expand employment opportunities within the City of Strongsville without utilizing tax revenues or impacting negatively upon the local school system; and

WHEREAS, the Director of Economic Development has recommended that a Job/Payroll Creation Incentive Grant application be approved and that a grant be awarded to **UNION HOME MORTGAGE CORP.**, located at 8241 Dow Circle West, Strongsville, Ohio, based upon its application that the company is a Strongsville, Ohio based independent mortgage banking institution; and

WHEREAS, Union Home Mortgage Corp., as employer, is committing to the creation of approximately 450 new full-time jobs by 2021 in Strongsville, with a total new payroll of \$10,000,000.00, all arising after the effective date of the application being April, 20, 2020, in accordance with Program guidelines.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That pursuant to Article VIII, Section 13 and Article XVIII, Section 3 of the Ohio Constitution, and City Ordinance No. 2013-234, this Council hereby approves the application of **UNION HOME MORTGAGE CORP.**, duly filed with the City on April 20, 2020, and authorizes the creation of a Job/Payroll Creation Incentive Grant to Union Home Mortgage Corp. for a term and amount as predicated upon its application, Exhibit 1, and pursuant to the

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 – 075
Page 2

Program's terms and conditions as reflected in Exhibit 2, both of which are attached hereto and made a part hereof and which collectively shall constitute the agreement between the applicant and the City.

Section 2. That as further specified in the Incentive Grant Program, if the within project does not proceed as specified in the application, Exhibit 1, or if the company were to leave the City during the term of agreement, then Council may rescind the agreement and/or require repayment of grant monies.

Section 3. That Council hereby authorizes and appropriates funding and payment for the Job/Payroll Creation Incentive Grant from the City's non-tax revenue sources, including but not limited to the following: interest income, permit fees, activity fees, service charges, and tax incentive application and monitoring fees for Union Home Mortgage Corp., which shall be paid from the General Fund.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the authorization and approval of the Job/Payroll Creation Incentive Grant is necessary to create new jobs and new payroll associated with an existing business within the City of Strongsville in furtherance of the City's economic development and well-being, and to generate additional tax dollars now and in the future. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2020-075 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____



CITY OF STRONGSVILLE
Application
Job/Payroll Creation Incentive Grant Program

Applicant Information:

Business Name/Entity Form: Union Home Mortgage Corp

Current Address: 8241 Dow Circle West Strongsville, OH 44136

Company Website: www.unionhomemortgage.com

NAICS Code: _____

Contact Name & Title: Scott Schaden CFO

Contact e-mail Address: sschaden@unionhomemortgage.com

Contact Phone: 440.214.7136

Current Number of Full-Time Permanent Employees in Strongsville: 245

Current Payroll in Strongsville: \$ 15,500,000

Brief Company Description: Union Home Mortgage is a Strongsville, Ohio based independent mortgage banker began in 1970 and guided by President & CEO, Bill Cosgrove. We deliver personal & world class mortgage lending that has allowed us expand out reach into over 40 states + D.C. and grow our annual lending volume to over \$5 billion in lending per year.

Principal Owners/Officers: C. William Cosgrove

Federal Identification No. (FEIN): 34-1084436

Does your firm owe any monies to the State of Ohio, a State agency or Political Subdivision? If so, please explain: _____

Project Information:

Brief Project Description: A complete remodel of the existing building into a state -of-the-art facility which will include a training center, office space, cafeteria and fitness center

Project Address/Location(s): 14955 Sprague Road Strongsville, OH 44136

Project Start Date: 6/2019

Estimated Completion Date: 2021

*New Full-Time Permanent Jobs Created by the Project: 450

*New Payroll Created by the Project: \$ 10,000,000

Total Project Investment:

- Real Property Investment: 10,000,000
- Personal Property Investment: \$5,000,000

Application Fee:

- A non-refundable fee of \$ 500.00 is to be submitted with this application. A copy of the application will be attached to the final Job/Payroll Creation Incentive Grant Program Agreement, which must be submitted to City Council for approval.

**** Note: Certain required thresholds under the Program must be met in order to receive a grant.***

Certification of Information:

Submission of this application expressly authorizes the City of Strongsville to contact any agency to confirm the statements contained herein. The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct, and is subject to all penalties for falsification provided under law.



Signature

President & CEO

Title

C. William Cosgrove

Printed Name

04.20.20

Date

Please submit completed application to:

The City of Strongsville
Department of Economic Development
16099 Foltz Parkway, Strongsville, Ohio 44149
Attention: Brent Painter, Director of Economic Development
(440) 580-3118
brent.painter@strongsville.org



JOB/PAYROLL CREATION INCENTIVE GRANT PROGRAM

The City of Strongsville has established a Job/Payroll Creation Incentive Program that offers incentives to eligible businesses that are creating new, full-time jobs generating new payroll. The City will offer an eligible company an annual grant payment based on a percentage of the annual payroll withholding taxes generated by jobs that are new to the City of Strongsville.

Program Parameters/Requirements:

- The program will be structured as an incentive grant based upon the creation of new full-time jobs and payroll.
- Strongsville's payroll withholding tax is 2%. Grants are based upon a percentage of the payroll tax withheld for new jobs created as a result of an approved project (See Grant Guidelines below). Grants will be awarded using non-tax revenues.
- Each grant application must be approved by City Council and the Mayor through a specific grant agreement, prior to the applicant company undertaking the project.
- The program will be available to businesses committing to a re-location/expansion into Strongsville or existing Strongsville businesses committing to an increase of jobs and payroll in the City.
- In order to be eligible, a company locating a new business in Strongsville must create a minimum of thirty (30) new full-time jobs within a 3-year period generating a minimum new annual payroll of \$6,000,000 to the City of Strongsville and as indicated in their application.
- A company already located in Strongsville and expanding at its current facility, or expanding at a new facility within the City, must create within a 3-year period thirty (30) new full-time jobs generating a minimum annual payroll of \$6,000,000 new to the City of Strongsville, while maintaining its current employee payroll.
- All applicants must meet the minimum required number of additional new full-time jobs and new annual payroll to new or existing Strongsville businesses to be eligible, and as measured against current jobs and current payroll at time of application.
- No grant funds will be awarded until required and agreed upon minimum thresholds are met for both new full-time jobs and new annual payroll as set forth in the specific Job/Payroll Creation Grant Agreement with the City, and consistent with the above parameters. The term of the grant starts only once designated targets are met. Such targets must be maintained for each year in order to be eligible to receive the grant for that particular year.
- Independent contractor positions do not qualify as full-time jobs.
- The following categories are not eligible altogether under the Program: Retail and food service businesses; public utilities; state, federal or local governmental units, agencies or entities.



Grant Guidelines:

The maximum grant will be for eight (8) years* and 30%. All grants will be based on actual new jobs and payroll according to the following schedule:

Minimum New Full-Time Jobs Created	New Annual Payroll	Length of Grant	Award Rate
N/A	Less than \$6 million	N/A	N/A
30	\$6 million to \$9.99 million	3 years	25%
50	\$10 million to \$11.99 million	3 years	30%
70	\$12 million to \$13.99 million	4 years	30%
90	\$14 million to \$15.99 million	5 years	30%
110	\$16 million to \$17.99 million	6 years	30%
130	\$18 million to \$19.99 million	7 years	30%
150	\$20 million or above	8 years	30%

*Notwithstanding the technical parameters of the grant guidelines, an applicant may be eligible for a grant with a term not to exceed ten (10) years at a 30% award rate at the City's sole discretion only if both of the following circumstances are established: (a) The project must create at least a 75% increase over the grant guideline threshold for new annual payroll of \$20 million (i.e. \$35 million) and/or new jobs requirement of 150 new permanent full-time jobs (i.e. at least 265 new full-time jobs); and (b) is identified by the City of Strongsville as having additional extraordinary circumstances associated with the project.

- For companies already located in Strongsville, only new jobs and payroll shall be used to determine the number of years and the award percentage of the grant. The company will be required to maintain the workforce level and payroll that are current when the grant application is filed.
- If the company is leasing space, the number of years of the grant may be limited so as not to exceed the current lease term.
- If a company has multiple locations in the City and total new employment and new payroll requirements are met at any combination of locations within the City, then the company will qualify for the grant payments.
- City Council will have the discretion to customize allowable time frames for each grant agreement when unusual circumstances may warrant, so long as consistent with the parameters and intent of this Program.
- Only new payroll attributable to new employees and paid after the effective date of the application will be eligible for purposes of calculating the amount of the grants awarded.



Application Procedures:

Application forms will be available from the Economic Development Department. A non-refundable application fee of \$500.00 in the form of a check payable to the City of Strongsville shall be submitted with the application to cover administrative costs.

Program Funding:

Funding for the grant program will be charged and paid from non-tax generated revenues, including but not limited to, interest income, permit fees, service charges, activity fees, and tax incentive application and monitoring fees.

Claw Back Provision:

Each grant agreement will include a binding claw back provision requiring, at the option of the City, repayment of grant monies if the company leaves the City during the term of the agreement.

Annual Reporting:

- Upon the City's request and on forms provided by the City, companies must submit an annual Job/Payroll Creation Grant report documenting new employment and payroll, and providing whatever additional information is requested by the Director of Finance. This report will be required annually during each year that a grant is being awarded.
- The annual performance reports will be reviewed by the Director of Economic Development and the Finance Director. An annual summary report of all grants activity will be prepared by the Director of Economic Development and transmitted to the Mayor and City Council.

Termination of Agreement:

- If the project does not proceed as specified in the agreement, or the company leaves the City during the term of agreement, then Council may rescind the agreement upon recommendation of the Administration.

October 21, 2013

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 076

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE ACCEPTANCE OF CORONAVIRUS RELIEF FUNDING UNDER THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) ACT AND OHIO SENATE BILL NO. 310, AFFIRMING THE EXPENDITURE OF SAID FUNDS BY THE CITY CONSISTENT WITH THE CARES ACT, AND DECLARING AN EMERGENCY.

WHEREAS, the Coronavirus disease, known as COVID-19, has been spreading, as residents of the County and State have been infected with the disease and the risk of serious illness is still imminent; and

WHEREAS, the City of Strongsville represents that it has experienced a significant financial downturn as a result of significantly reduced tax revenue, which is fairly attributable to the COVID-19 pandemic and estimates that it will continue to experience financial shortfalls over the foreseeable future as a result of the COVID-19 pandemic; and

WHEREAS, due to the severity of the COVID-19 virus in the United States, the Coronavirus Aid, Relief and Economic Security Act (CARES Act) was passed by the United States Congress on March 27, 2020; and

WHEREAS, the CARES Act established the Coronavirus Relief Fund; and

WHEREAS, the Coronavirus Relief Fund provides for payments to local governments navigating the financial impact of the COVID-19 outbreak; and

WHEREAS, the CARES Act provides that payments from such Fund may only be used to cover costs that are necessary expenditures incurred only due to the public health emergency with respect to COVID-19, and were incurred during the period beginning March 1, 2020 and ending on December 30, 2020; and

WHEREAS, State of Ohio Senate Bill No. 310 provides for the distribution of such Federal Coronavirus Relief Funding to local subdivisions; and

WHEREAS, when the City is advised that its funding under Ohio Senate Bill No. 310 is approved, the City is desirous of accepting such funds.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1. That this Council hereby approves the acceptance of any award of funding under the CARES Act and Ohio Senate Bill No. 310, and hereby authorizes the Mayor, Director of Finance, and other appropriate officers of the City to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

Section 2. That this Council affirms that the funds so received from the CARES Act and Ohio Senate Bill No. 310, may be expended only to cover costs of the City of Strongsville consistent with the requirements of Section 5001 of the CARES Act, as described in 42 U.S.C. 601(d) and any applicable regulations that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and
3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

Section 3. That in compliance with Ohio Senate Bill 310, the Director of Finance shall take all necessary action to:

1. On or before October 15, 2020, pay any unencumbered balance of money in the City of Strongsville's Local Coronavirus Relief Fund to the County Treasurer;
2. On or before December 28, 2020, pay the balance of any money in the City of Strongsville's Local Coronavirus Relief Fund to the State Treasury in the manner prescribed by the Director of the Ohio Office of Budget and Management; and
3. Provide any information related to any payments received under Senate Bill 310 to the Director of the Ohio Office of Budget and Management as requested.

Section 4. That the funds shall be placed into and expended out of the Local Coronavirus Relief Fund.

Section 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to be eligible to receive funds, to accept such funds, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 - 076
Page 2

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2020-076 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____