



# City of Parma Heights Council Meeting

6281 Pearl Road

Monday, September 23, 2024

7 :00 PM

## ROLL CALL

## PLEDGE OF ALLEGIANCE

**ACTION ON MINUTES:    SEPTEMBER 9, 2024 – CITY COUNCIL WORK SESSION  
   SEPTEMBER 9, 2024 – CITY COUNCIL MEETING**

## REPORTS FROM MAYOR AND DIRECTORS

**COMMUNICATIONS:        NONE**

## PUBLIC SESSION

## LEGISLATION:

Second Reading

- 1) **ORDINANCE NO. 2024 – 49**  
**AN ORDINANCE AMENDING CHAPTER 752 PREVIOUSLY ENTITLED “MEDICAL MARIJUANA OPERATIONS” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY, AS AMENDED**
  
- 2) **ORDINANCE NO. 2024 - 50**  
**AN ORDINANCE AMENDING CHAPTER 1190 PREVIOUSLY ENTITLED “MEDICAL MARIJUANA DISPENSARIES” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY, AS AMENDED**
  
- 3) **ORDINANCE NO. 2024 – 51**  
**AN ORDINANCE AMENDING SECTION 1185.02 ENTITLED “PERMITTED USES” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY, AS AMENDED**
  
- 4) **ORDINANCE NO. 2024 – 57**  
**AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO PROCEED WITH A LOT SPLIT OF CITY-OWNED PROPERTY LOCATED AT 6188 PEARL ROAD IN THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY, AS AMENDED**
  
- 5) **ORDINANCE NO. 2024 – 58**  
**AN ORDINANCE DIRECTING THAT THE REAL PROPERTY OWNED BY THE CITY OF PARMA HEIGHTS AND KNOWN AS PORTIONS OF PPNS 471-17-023, 471-17-025, 471-17-027, AND 471-17-028, TOTALING APPROXIMATELY 2.8713 ACRES, BE SOLD TO THE CUYAHOGA COUNTY PUBLIC LIBRARY, AND FURTHER AUTHORIZING THE ADMINISTRATION TO EXECUTE A REAL ESTATE PURCHASE AGREEMENT AND ALL OTHER DOCUMENTS REQUIRED TO EFFECTUATE SAID SALE, AND DECLARING AN EMERGENCY, AS AMENDED**

- 6) **RESOLUTION NO. 2024 – 60**  
**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT, WITH CONDITIONS, PURSUANT TO CHAPTER 1135 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS TO PERMIT THE CUYAHOGA COUNTY PUBLIC LIBRARY TO ALLOW FOR CONSTRUCTION OF A NEW PUBLIC LIBRARY, AND DECLARING AN EMERGENCY, AS AMENDED**
- 7) **RESOLUTION NO. 2024 – 63**  
**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO EXECUTE A MUTUAL AGREEMENT FOR OPTION YEARS 1 & 2 OF THE CONTRACT WITH BROWNING – FERRIS INDUSTRIES OF OHIO, INC., FOR RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES, AND DECLARING AN EMERGENCY**
- 8) **RESOLUTION NO. 2024 - 64**  
**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO DISPOSE OF OBSOLETE CITY VEHICLES AND EQUIPMENT AT A PUBLIC SALE THROUGH GOVPLANET/IRONPLANET, AND DECLARING AN EMERGENCY, AS AMENDED**
- 9) **ORDINANCE NO. 2024 - 70**  
**AN ORDINANCE AMENDING SECTION 961.01 ENTITLED “ALCOHOLIC BEVERAGES PROHIBITED” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY**
- 10) **RESOLUTION NO. 2024 - 73**  
**A RESOLUTION REVOKING THE TEMPORARY MORATORIUM ON THE EFFECTIVE DATE OF RECREATIONAL MARIJUANA [STATE ISSUE 2], AND DECLARING AN EMERGENCY**
- First Reading
- 11) **RESOLUTION NO. 2024 – 75**  
**A RESOLUTION ESTABLISHING A TEMPORARY MORATORIUM, NOT TO EXCEED SIX (6) MONTHS, PROHIBITING THE ACCEPTANCE OF APPLICATIONS FOR, AND THE GRANTING OF, ZONING APPROVALS, BUILDING PERMITS, AND CERTIFICATES OF OCCUPANCY FOR ANY BUILDING, STRUCTURE, USE, OR CHANGE OF USE THAT WOULD BE ASSOCIATED WITH THE DISTRIBUTION OR SALE OF VAPING/E-CIGARETTE PRODUCTS AND PROHIBITING THE COMMENCEMENT OF THE ACTUAL DISTRIBUTION AND SALE OF SUCH PRODUCTS WITHIN THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY**

**ADJOURNMENT**

**ORDINANCE NO. 2024 - 49**

**AN ORDINANCE AMENDING CHAPTER 752 PREVIOUSLY ENTITLED “MEDICAL MARIJUANA OPERATIONS” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY, AS AMENDED**

**WHEREAS**, on November 7, 2023, Ohio voters approved Ohio Issue 2, the Marijuana Legalization Initiative, which legalized adult-use cannabis in the State of Ohio, and further allows for its cultivation, processing, possession, sale, and purchase in the State of Ohio; and

**WHEREAS**, amendments to Chapter 752 of the Parma Heights Codified Ordinances, including amending the title of the chapter, are necessary in order to permit marijuana operations within the City of Parma Heights, Ohio; and

**WHEREAS**, this Council desires to adopt the recommendation of the Administration; and

WHEREAS, the Planning Commission met, conducted a public hearing, considered, and recommended the adoption of this amended Ordinance in order to regulate marijuana dispensaries within the City of Parma Heights, Ohio.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: That Chapter 752 of the Codified Ordinances as it previously existed is amended, and as amended, shall henceforth read as shown by edits set forth in “Exhibit A, as amended”, which is attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to establish land use standards for state licensed marijuana operations; wherefore, it shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

PASSED: \_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_  
MAYOR MARIE GALLO

# **EXHIBIT A, as amended**

## CHAPTER 752

### Medical Marijuana Operations

- 752.01 Purpose.
- 752.02 Definitions.
- 752.03 Applicability.
- 752.04 Prohibition on certain ~~medical~~ marijuana operations.
- 752.05 ~~Medical m~~Medical marijuana dispensary license required.
- 752.06 ~~Medical m~~Medical marijuana dispensary license application.
- 752.07 Issuance of ~~medical~~ marijuana dispensary license.
- 752.08 Fees.
- 752.09 Inspection.
- 752.10 Expiration and renewal of license.
- 752.11 License suspension.
- 752.12 License revocation.
- 752.13 Appeal rights.
- 752.14 Transfer of license.
- 752.15 Regulations pertaining to the operation of ~~medical~~ marijuana dispensaries.
- 752.16 Loitering and exterior lighting and monitoring requirements.
- 752.17 Injunction.
- 752.18 Effect of partial invalidity.
- 752.19 Change in information.
- 752.99 Penalty.

#### 752.01 PURPOSE.

The purposes of this chapter are to establish limitations on ~~medical~~ marijuana operations within the City and to establish reasonable and uniform regulations to minimize and control the negative secondary effects of ~~medical~~ marijuana dispensaries within the City, all in order to promote the health, safety, and welfare of the citizens of the City.

(Ord. 2018-35. Passed 8-1-18.)

## 752.02 DEFINITIONS.

For purposes of this chapter,

- (a) "Building Official" shall mean the Chief Building Official.
- (b) "Chief" shall mean the Chief of Police of the City.
- (c) "Director" shall mean the Director of Public Service.
- (d) "Disqualifying offense", "cultivator", "processor", and "dispensary" shall have the same meanings as in Ohio Admin. Code 3796:1-1-01 or subsequent similar regulations.
- (e) "Licensee" means, with respect to a ~~medical~~ marijuana dispensary license issued under this chapter, a person in whose name a license to operate a ~~medical~~ marijuana dispensary has been issued, as well as the individual(s) designated on the license application as principally responsible for the operation of the ~~medical~~ marijuana dispensary.
- (f) "~~Medical m~~Marijuana" shall have the same meaning as in R.C. 3796.01.
- (g) "Operate" means to control or hold primary responsibility for the operation of a ~~medical~~ marijuana dispensary, either as a business entity, as an individual, or as part of a group of individuals with shared responsibility. "Operate" or "cause to be operated" shall mean to cause to function or to put or keep in operation. "Operator" means any persons on the premises of a ~~medical~~ marijuana dispensary who is authorized to exercise overall operational control or hold primary responsibility for the operation of a ~~medical~~ marijuana dispensary or who causes to function or who puts or keeps in operation the business. A person may be found to be operating or causing to be operated a ~~medical~~ marijuana dispensary whether or not that person is an owner, part owner, or licensee of the business.
- (h) "Person" means an individual, proprietorship, partnership, firm, association, joint stock company, corporation or combination of individuals of whatever form or character.
- (i) "School", "church", "public library", "public playground", and "public park" shall have the same meanings as in R.C. 3796.30.
- (j) "Transfer of ownership or control" of a ~~medical~~ marijuana dispensary shall mean any of the following:
  - (1) The sale, lease, or sublease of the business;
  - (2) The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange, or similar means; or

(3) The establishment of a trust, gift, or other similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

(Ord. 2018-35. Passed 8-1-18.)

#### 752.03 APPLICABILITY.

Businesses subject to this chapter are ~~medical~~ marijuana cultivators, processors and dispensaries.

(Ord. 2018-35. Passed 8-1-18.)

#### 752.04 PROHIBITION ON CERTAIN ~~MEDICAL~~ MARIJUANA OPERATIONS.

(a) No person shall operate a ~~medical~~ marijuana cultivator or processor business in the City.

(b) Any person who violates this section shall be guilty of a misdemeanor of the first degree.

(Ord. 2018-35. Passed 8-1-18.)

#### 752.05 ~~MEDICAL~~ MARIJUANA DISPENSARY LICENSE REQUIRED.

(a) No person shall operate a ~~medical~~ marijuana dispensary without a valid ~~medical~~ marijuana dispensary license issued by the City pursuant to this chapter.

(b) Any person who violates division (a) of this section shall be guilty of a misdemeanor of the first degree.

(Ord. 2018-35. Passed 8-1-18.)

#### 752.06 ~~MEDICAL~~ MARIJUANA DISPENSARY LICENSE APPLICATION.

(a) An application for a ~~medical~~ marijuana dispensary license shall be submitted to the Director on a form provided by the Director. The application may request and the applicant shall provide such information as reasonably necessary to enable the City to determine whether the applicant meets the qualifications established in this chapter.

(b) An application for a ~~medical~~ marijuana dispensary license shall identify and be signed by the following persons:

(1) If the business entity is owned by an individual, that individual.

(2) If the business entity is owned by a corporation, each officer or director of the corporation, any individual owning or controlling more than 50 percent of the voting shares of the corporation, and any person with an ownership interest in the corporation who will be principally responsible for the operation of the proposed ~~medical~~ marijuana dispensary or greater ownership interest in the corporation.

(3) If the business entity is owned by a limited liability company, each member of the limited liability company, and any person who will be principally responsible for the operation of the proposed ~~medical~~ marijuana dispensary on behalf of the limited liability company.

(4) If the business entity is owned by a partnership (general or limited), a joint venture, or any other type of organization where two or more persons share in the profits and liabilities of the organization, each partner (other than limited partners); and any other person entitled to share in the profits of the organization, whether or not such person is also obligated to share in the liabilities of the organization, who will be principally responsible for the operation of the proposed ~~medical~~ marijuana dispensary.

(c) An application for a ~~medical~~ marijuana dispensary license must designate one or more individuals to be principally responsible for the operation of the proposed ~~medical~~ marijuana dispensary, if a license is granted. At least one person so designated must be involved in the day-to-day operation of the proposed ~~medical~~ marijuana dispensary on a regular basis. Each person so designated, as well as the business entity itself, shall be considered a license applicant, must qualify as a licensee under this chapter, and shall be considered a licensee if a license is granted.

(d) An application for a ~~medical~~ marijuana dispensary license shall be completed according to the instructions of the application form, which shall require the following:

(1) If the applicant is:

A. An individual, state the legal name and any aliases of such individual;

B. A partnership, state the complete name of the partnership and all of its partners and whether the partnership is general or limited, and provide a copy of the partnership agreement, if any; or

C. A joint venture, or any other type of organization where two or more persons share in the profits and liabilities of the organization, state the complete name of the organization and provide a copy of the legal document establishing the organization, if any; or

D. A corporation, state the complete name of the corporation and the date of its incorporation, provide evidence that the corporation is in good standing under the laws of its state of incorporation, and state the names and capacity of all officers and directors, the name of the registered corporate agent, and the address of the registered office for service of process.

E. A limited liability company, state the complete name of the limited liability company and the date of its organization, provide evidence that the company is in good

standing under the laws of its state of organization, and state the names of all members, the name of the registered statutory agent, and the address of the registered office for service of process.

(2) If the applicant intends to operate the ~~medical~~ marijuana dispensary under a name other than that of the applicant, state the fictitious name to be used and submit copies of documentation evidencing the registration of the business name under applicable laws.

(3) State whether any applicant, or any of the individuals identified in the application pursuant to division (b) hereof, has had a previous license under this chapter or other similar regulation of another jurisdiction denied, suspended or revoked, including the name and location of the ~~medical~~ marijuana dispensary for which the permit was denied, suspended or revoked, as well as the date of the denial, suspension or revocation; and state whether the applicant has been a partner in a partnership or an officer, director or 10 percent or greater owner of a corporation licensed under this chapter whose license has previously been denied, suspended or revoked, including the name and location of the business for which the permit was denied, suspended or revoked as well as the date of denial, suspension or revocation.

(4) State whether any applicant, or any of the individuals identified in the application pursuant to division (b) hereof, holds any other licenses under this chapter or other similar regulation from this or another jurisdiction and, if so, the names and locations of such other licensed businesses.

(5) State the location of the proposed ~~medical~~ marijuana dispensary, including a legal description of the property, street address, and telephone number(s), if any.

(6) State the mailing address and residential address of each applicant and each person signing the application.

(7) Submit a current, valid retail dispensary license or provisional dispensary license issued to the applicant by the state board of pharmacy and/or the State Division of Cannabis Control under the provisions of R.C. Chapters 3780 and/or 3796 and the regulations promulgated thereunder, or evidence that the applicant has made application for such a license or provisional license to the state board of pharmacy and/or the State Division of Cannabis Control.

(8) Submit a security plan for review and approval by the Chief. The security plan shall be on a form or in a manner prescribed by the Chief and shall include, at a minimum, a lighting plan that identifies how the interior, facade, adjoining sidewalks, parking areas and immediate surrounding areas of the dispensary will be illuminated and how the lighting will deflect light away from adjacent properties; and an identification of operable cameras, alarms, security guards and other security measures to be present on the premises whether during or outside business hours. The security plan should address the applicant's use of off-street parking and proposed use of armed security guards, video surveillance and door, building and parking lot security as appropriate. The applicant shall supply all additional information requested by the Chief necessary for the Chief to evaluate the security plan.



(9) State the driver's license number and Social Security number of each applicant who is a natural person and each person signing the application, or, for an applicant that is not a natural person, the applicant's federally issued tax identification number.

(10) Submit proof that each applicant who is a natural person is at least 18 years old.

(11) Submit a sketch or diagram showing the configuration of the premises of the ~~medical~~ marijuana dispensary. The diagram shall also designate the place at which the dispensary license will be conspicuously posted, if issued. The sketch or diagram need not be professionally prepared, but it must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches.

(Ord. 2018-35. Passed 8-1-18.)

#### 752.07 ISSUANCE OF ~~MEDICAL~~ MARIJUANA DISPENSARY LICENSE.

(a) Within five days of receipt of an application for a ~~medical~~ marijuana dispensary license, the Director shall notify the Building Official and the Chief of such application. In making such notification, the Director shall request that the Chief promptly investigate the information provided in the application and shall request that the Chief and the Building Official promptly inspect the premises for which the ~~medical~~ marijuana dispensary license is sought in order to assess compliance with the regulations under their respective jurisdictions.

(b) The Chief and the Building Official shall begin their respective investigations and inspections promptly upon receipt of notice of an application from the Director. The Chief and the Building Official shall provide the results of their investigations, including written certifications of whether the premises and applicants are in compliance with the laws and regulations under their respective jurisdictions, to the Director, in writing, within 60 days of receipt of notice of the application,

(c) The Building Official's inspection of the premises for which a ~~medical~~ marijuana dispensary license is sought shall include an investigation as to whether the premises are in compliance with the Ohio Basic Building Code, the Parma Heights Zoning Code, the Parma Heights Property Maintenance Code, and the provisions of this chapter related to physical characteristics of the premises.

(d) Within ninety days after receipt of a completed ~~medical~~ marijuana dispensary license application, the Director shall approve or deny the issuance of a license. The Director shall approve the issuance of a license to an applicant unless he or she determines that one or more of the following findings is true:

(1) An applicant who is a natural person is under eighteen years of age.

(2) An applicant has failed to provide information reasonably necessary for issuance of the license as requested on the application form, or has falsely answered a question or request for information on the application form.

(3) A person identified in the application pursuant to Section 752.06(b) or Section 752.06(c) of this chapter has been denied a license to operate a ~~medical~~ marijuana dispensary or has had a license to operate a ~~medical~~ marijuana dispensary revoked within the preceding twelve months by any jurisdiction.

(4) A person identified in the application pursuant to Section 752.06(b) or Section 752.06(c) of this chapter has been convicted of a disqualifying offense.

(5) The proposed ~~medical~~ marijuana dispensary would violate or fail to be in compliance with any provisions of the Parma Heights Zoning Code, Property Maintenance Code or General Offenses Code, or state statute or regulation.

(6) The application and investigation fee or a prior license fee required by this chapter has not been paid in full.

(7) An applicant is in violation of or not in compliance with any provision of this chapter, except as provided in division (e) (1) of this section.

(e) If the Director determines that one or both of the following findings is true, the license issued pursuant to division (d) of this section shall contain a requirement that the licensee correct all deficiencies specified within 120 days of the date the license is issued:

(1) The results of inspections of the premises by the Chief or the Building Official indicate that the premises are not in compliance with applicable laws and regulations under their respective jurisdictions, including the provisions of this chapter related to characteristics of the physical premises. This division shall not apply to premises that are in violation of any law or regulation that is identified or referenced in divisions (d)(1) through (d)(7) hereof.

(2) An applicant is overdue in payment to the City of taxes, fees, fines, or penalties assessed against or imposed upon him or her in relation to any business, which are not the subject of a pending appeal or other legal challenge.

~~(f) If the Director determines that no other grounds for denial of a license exist under division (d) hereof, the Director shall not delay approval of the application past the end of the ninety-day period provided in this section solely because the Chief has not provided the Director with the results of his inspection of the premises; the results of the Building Official's inspection of the premises are not available; or the Chief has not completed the his investigation of the criminal background of the applicant(s).~~ If, after approving the issuance of a license, the Director receives information from the ~~his~~ investigation which the Director ~~he~~ determines constitutes grounds for denial of a license under division (d) hereof, then the ~~medical~~ marijuana dispensary license issued pursuant to this division ~~(f)~~ ~~(t)~~ hereof shall be immediately revoked. If after approving the issuance of a license, the Director receives information concerning the results of inspections of the premises by the Chief, or the Building Official's inspection, which the Director determines constitutes grounds for the issuance of a license subject to a requirement to correct deficiencies under division (e) hereof, then, a requirement shall be added to the terms of the ~~medical~~

marijuana dispensary licenses issued pursuant to this division (f) hereof to correct all deficiencies noted within 120 days of the date such requirement is added.

(g) A ~~medical~~ marijuana dispensary license, if granted, shall state on its face the name of the person or persons to whom it is granted, the expiration date, and the address of the licensed ~~medical~~ marijuana dispensary. All ~~medical~~ marijuana dispensary licenses shall be posted in a conspicuous place at or near the entrance to the business so that they may be easily read at any time.

(h) The Director shall advise the applicant in writing of the reasons for any license denial.

(Ord. 2018-35. Passed 8-1-18.)

#### 752.08 FEES.

(a) Every application for a new medical marijuana dispensary license shall be accompanied by a three-hundred fifty dollar (\$350.00) non-refundable application and investigation fee.

(b) Every application for renewal of a medical marijuana dispensary license shall be accompanied by a two-hundred fifty dollar (\$250.00) non-refundable application and investigation fee.

(c) **Marijuana Dispensary Community Impact Fee.** Each Adult-Use Marijuana Dispensary operating within the City of Parma Heights shall pay to the City an amount equaling 3.6 percent of the dispensary's gross annual sales, which the City shall calculate annually using sales figures, provided by the dispensary, from state-mandated reporting or recordkeeping forms, subject to any independent audit and/or determination of those sales figures by the City. The dispensary shall pay the Community Impact Fee to the City no later than March 1 of each year.

If the Host Community Cannabis Fund created by O.R.C. Section 3780.23 is reduced by the state legislature to an amount less than 3.6 percent of the dispensary's gross annual sales but not completely repealed, the Community Impact Fee under this Section shall be the difference between the reduced Host Community Cannabis Fund amount and 3.6 percent. For example, if the Host Community Cannabis is effectively reduced to 1.5 percent of the dispensary's gross annual sales, the Community Impact Fee under this Section would be 2.1 percent of the dispensary's gross annual sales.

~~In addition to the application and investigation fee required in division (a) or (b) hereof, every applicant application that is granted a medical marijuana dispensary license (new or renewal) shall pay to the City an annual, non-prorated license fee in the amount of twenty-five thousand dollars (\$25,000.00) upon license issuance or renewal, plus an amount equaling 1.5 percent of the licensee's gross annual sales from the dispensary to which the license applies above the amount of one million two hundred thousand dollars (\$1,250,000.00), which the licensee shall calculate at the expiration of the license or~~

~~renewal term using sales figures from the licensee's state-mandated reporting or recordkeeping forms, and which the licensee shall pay to the City within sixty days of the expiration of any term (new or renewal) of the license. The twenty-five-thousand-dollar (\$25,000.00) license fee may be refunded only if the applicant does not receive a license issued by the state board of pharmacy and/or the State Division of Cannabis Control for a period covering any portion of the term of the license issued by the City. The licensee shall give the Director or his or her designee(s) an opportunity to review the data and basis upon which the licensee has calculated fees due under this section.~~

(Ord. 2018-35. Passed 8-1-18.)

#### 752.09 INSPECTION.

(a) The Division of Police and the Building Official shall, from time to time, inspect each ~~medical~~ marijuana dispensary licensed under the provisions of this chapter that is open to the public in order to assess compliance with the provisions of this chapter.

(b) An applicant or licensee shall permit the Building Official or designees and the Chief or designees, as well as representatives of other city departments and divisions, to inspect a ~~medical~~ marijuana dispensary that is open to the public for the purpose of insuring compliance with the law, during times that it is occupied or open for business.

(c) An applicant or licensee shall subject the application to denial or the license to revocation if he or she refuses to permit such lawful inspection of the premises.

(Ord. 2018-35. Passed 8-1-18.)

#### 752.10 EXPIRATION AND RENEWAL OF LICENSE.

(a) Each license issued pursuant to this chapter shall expire one year from the date of issuance and may be renewed by making application as provided in this section. Application for renewal shall be made no more than ninety days and no fewer than thirty days before the expiration date. If application is made fewer than thirty days before the expiration date, the license will not be extended pending a decision on the application, but will expire on its normal expiration date.

(b) An application for renewal of a ~~medical~~ marijuana dispensary license shall be submitted to the Director on a form provided by the Director. The renewal application may request and the applicant shall provide such information as reasonably necessary to enable the City to determine whether the applicant meets the qualifications established in this chapter. The completed renewal application shall describe any changes or additions to, or deletions from, the information provided in the applicant's initial license application pursuant to Section 752.06 of this chapter. The completed renewal application shall be accompanied by copies of any document or material submitted in connection with the initial license application that has been revised or requires revision to reflect any change in circumstances or conditions. Sketches or diagrams and security plans submitted with an

initial ~~medical~~ marijuana dispensary license application may be resubmitted with subsequent renewal applications, provided that the applicant certifies in writing that the sketch or diagram and security plan still depict the premises and plan accurately.

(c) The Director shall make determinations concerning the approval of license renewals based on the same criteria used to evaluate applications for new licenses under Section 752.07 of this chapter.

(d) The Director shall advise the applicant in writing of the reason(s) for any denial of a license renewal.

(e) When the City denies an application for renewal of a license, the applicant shall not be issued another license for one year from the date of denial. If the City finds, subsequent to denial, that the basis for denial of the renewal license has been corrected or abated, the applicant may be granted a license if at least ninety days have elapsed since the denial was issued.

(Ord. 2018-35. Passed 8-1-18.)

#### 752.11 LICENSE SUSPENSION.

(a) The City shall suspend a ~~medical~~ marijuana dispensary license for a period not to exceed thirty days if it determines that a licensee:

(1) Has violated or is not in compliance with any section of this chapter; or

(2) Has authorized or approved an employee's violation of or failure to comply with any section of this chapter, or as a result of the licensee's negligent failure to supervise either the premises of the ~~medical~~ marijuana dispensary or a ~~medical~~ marijuana dispensary has allowed an employee to violate or fail to comply with any section of this chapter.

(b) The City shall suspend a ~~medical~~ marijuana dispensary license for a period not to exceed 30 days if it determines that a licensee or his employee or agent has refused to allow an inspection of the licensed ~~medical~~ marijuana dispensary premises as authorized by this chapter.

(c) The Director shall advise the licensee in writing of the reason(s) for any suspension.

(Ord. 2018-35. Passed 8-1-18.)

#### 752.12 LICENSE REVOCATION.

(a) The City shall revoke a ~~medical~~ marijuana dispensary license if a cause of suspension under Section 752.11 of this chapter occurs and the license has been suspended two times within the preceding twelve months.

(b) The City shall revoke a ~~medical~~ marijuana dispensary license if it determines that:

(1) A licensee gave false or misleading information in the material submitted during the application process;

(2) The Licensee(s) failed to comply with any requirement stated in the license, pursuant to Section 752.07(g) of this chapter, to correct specified deficiencies within 120 days;

(3) A licensee has knowingly allowed, or as a result of the licensee's negligent failure to supervise either the premises of the ~~medical~~ marijuana dispensary or a ~~medical~~ marijuana dispensary employee, a licensee has allowed, possession, use, or sale of controlled substances (except ~~medical~~ marijuana) on the premises;

(4) A licensee has knowingly allowed, or as a result of the licensee's negligent failure to supervise either the premises of the ~~medical~~ marijuana dispensary or a ~~medical~~ marijuana dispensary employee, a licensee has allowed the commission of a felony on the premises;

(5) A licensee operated the ~~medical~~ marijuana dispensary during a period of time when the licensee knew or reasonably should have known that the licensee's license was suspended, or when the licensee no longer maintained a dispensary license issued by the state board of pharmacy;

(6) A licensee has been convicted of a specified criminal activity, as defined in Section 752.02 of this chapter, during the term of the license; or

(7) A licensee is delinquent in payment to the City, County, or State for any taxes or fees past due that were assessed or imposed in relation to any business.

(c) The Director shall advise the licensee in writing of the reason(s) for any revocation.

(d) When the City revokes a license, the licensee shall not be issued another license for one year from the date the revocation became effective. If the City finds, subsequent to revocation, that the basis for the revocation has been corrected or abated, the applicant may be granted a license if at least ninety days have elapsed since the date the revocation became effective.

(Ord. 2018-35. Passed 8-1-18.)

#### 752.13 APPEAL RIGHTS.

(a) Any denial, suspension, or revocation of a new or renewal license under this chapter may be appealed to the City of Parma Heights Board of Zoning Appeals by written notice within ten days of such denial, suspension or revocation. Unless the applicant requests a longer period, the Board of Zoning Appeals must hold a hearing on the appeal within thirty days and must issue a decision affirming or reversing the denial, suspension, or revocation within five days after the hearing.

(b) Any decision by the Board of Zoning Appeals shall be a final appealable order and the applicant or licensee may seek judicial review of such administrative action in any court of competent jurisdiction pursuant to general law.

(c) Any licensee lawfully operating a ~~medical~~ marijuana dispensary prior to the denial of a license renewal application, or the suspension or revocation of a license, may continue to operate said business during the pendency of an appeal of a decision rendered under this chapter to the Board of Zoning Appeals or to a court.

(d) In the event that an applicant for a new ~~medical~~ marijuana dispensary license seeks judicial review of the denial of a new license, there shall be no automatic stay of the denial.

(Ord. 2018-35. Passed 8-1-18.)

#### 752.14 TRANSFER OF LICENSE.

A ~~medical~~ marijuana dispensary license is not transferable from one licensee to another or from one location to another without the express written permission of the Director. Any purported transfer of a ~~medical~~ marijuana dispensary license without the express written permission of the Director shall automatically and immediately revoke that license. Notwithstanding anything in this chapter to the contrary, a license transferee shall assume all responsibilities of the license transferor under this chapter and all applicable code.

(Ord. 2018-35. Passed 8-1-18.)

#### 752.15 REGULATIONS PERTAINING TO THE OPERATION OF ~~MEDICAL~~ MARIJUANA DISPENSARIES.

(a) No person may operate or cause to be operated a ~~medical~~ marijuana dispensary without complying with the following requirements:

(1) The ~~medical~~ marijuana dispensary shall be operated in accordance with all applicable laws, rules and regulations promulgated by the state. ~~Nothing herein being intended to conflict with state law, rather said regulations are incorporated herein by reference. The dispensary operator~~ A dispensary licensee shall document licensing by the State of Ohio and demonstrate compliance with any terms and conditions imposed by law.

(2) The parcel upon which the dispensary is operated shall not at the time the original dispensary license is issued be located within 500 feet from any parcel on which sits a school, church, public library, public playground or public park.

(3) Consultations by clinical nurse specialists, certified nurse practitioners, physicians or physician assistants shall not be permitted at a dispensary, unless the patron already has a recommendation for medical marijuana prior to entering the dispensary.

(4) Signs shall be posted on the outside of the dispensary and shall only contain the name of the business, limited to two colors.

(5) The dispensary shall operate only between the hours of 7:00 a.m. and 9:00 p.m., seven days a week.

(6) The use of any vending machine which allows access to ~~medical~~ marijuana is prohibited. For purposes of this division (a) (6), a vending machine is any device which allows access to ~~medical~~ marijuana without a human intermediary.

(7) The premises of every ~~medical~~ marijuana dispensary shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access, including restrooms, at an illumination level of not less than five foot-candles as measured at floor level.

(8) No ~~medical~~ marijuana dispensary shall be operated in any manner that permits the observation from outside the premises of any image depicting or describing a marijuana leaf or the combustion of plant material, whether by means of display, decoration, sign, window or any other means.

(9) Any material changes to information provided in the licensee's application including, but not limited to, changes to the security plan must be promptly communicated, in writing, to the Director.

(10) If, at any time, the licensee is subject to any enforcement action by the state, the licensee shall immediately notify the Director and shall provide any relevant information or documentation requested by the Director.

(11) If, at any time, the licensee has a reasonable belief that an actual loss, theft or diversion of ~~medical~~ marijuana or currency worth or amounting to more than one hundred dollars (\$100.00) has occurred, the licensee shall immediately notify the Director, and in any event such notification shall be provided no later than twenty-four hours after discovery of the loss, theft or diversion.

(b) Except as otherwise provided in this paragraph, any person who violates division (a) hereof, or any person who operates a ~~medical~~ marijuana dispensary and permits a violation of division (a) hereof on the premises, shall be guilty of a misdemeanor of the third degree. If the offender previously has been convicted of or pleaded guilty to one violation of division (a) hereof, a violation of division (a) of this section will be considered a misdemeanor of the second degree. If the offender previously has been convicted of or pleaded guilty to two or more violations of division (a) of this section, a violation of division (a) hereof will be considered a misdemeanor of the first degree.

(Ord. 2018-35. Passed 8-1-18.)

#### 752.16 LOITERING AND EXTERIOR LIGHTING AND MONITORING REQUIREMENTS.

(a) It shall be the duty of the operator of a ~~medical~~ marijuana dispensary to:

(1) Initiate and enforce a no loitering policy within the external boundaries of the parcel of real property upon which the ~~medical~~ marijuana dispensary is located;



(2) Post conspicuous signs stating that no loitering is permitted on such property;

(3) Monitor the activities of persons on such property by visually inspecting such property or inspecting such property by use of video cameras and monitors; and

(4) Provide adequate lighting of the exterior premises to provide for visual inspection or video monitoring and to prohibit loitering. The video cameras and monitors shall operate continuously at all times that the premises is open for business and shall include a retention capacity of at least thirty days.

(b) It shall be unlawful for a person having a duty under this section to knowingly fail to fulfill that duty.

(Ord. 2018-35. Passed 8-1-18.)

#### 752.17 INJUNCTION.

Any person who operates or causes to be operated a ~~medical~~ marijuana dispensary in violation of this chapter is subject to a suit for injunction as well as prosecution for criminal violations under the Codified Ordinances of the City.

(Ord. 2018-35. Passed 8-1-18.)

#### 752.18 EFFECT OF PARTIAL INVALIDITY.

If any section, subsection or clause of this chapter shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

(Ord. 2018-35. Passed 8-1-18.)

#### 752.19 CHANGE IN INFORMATION.

During the pendency of any application for, or during the term of, any ~~medical~~ marijuana dispensary license, the applicant or licensee shall promptly notify the Director in writing of any change in any material information given by the applicant or licensee in the application for such license, including specifically, but without limitation, any change in managers of the ~~medical~~ marijuana dispensary establishment or in the individuals identified in the application pursuant to this chapter; or if any of the events constituting grounds for suspension or revocation pursuant to this chapter occur. The Director shall ensure that any additional principals of a licensee are in compliance with this Chapter.

(Ord. 2018-35. Passed 8-1-18.)

752.99 PENALTY.

(a) Violations of this chapter for which no penalty is specified shall be unclassified misdemeanor offenses punishable by fine or imprisonment, as provided in Section 101.99 of the Codified Ordinances of the City of Parma Heights.

(b) Each day that a ~~medical~~ marijuana dispensary operates in violation of this chapter is a separate offense or violation.

(Ord. 2018-35. Passed 8-1-18.)

**ORDINANCE NO. 2024 - 50**

**AN ORDINANCE AMENDING CHAPTER 1190 PREVIOUSLY ENTITLED “MEDICAL MARIJUANA DISPENSARIES” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY, AS AMENDED**

**WHEREAS**, on November 7, 2023, Ohio voters approved Ohio Issue 2, the Marijuana Legalization Initiative, which legalized adult-use cannabis in the State of Ohio, and further allows for its cultivation, processing, possession, sale, and purchase in the State of Ohio; and

**WHEREAS**, amendments to Chapter 1190 of the Parma Heights Codified Ordinances, including amending the title of the chapter, are necessary in order to permit marijuana operations within the City of Parma Heights, Ohio; and

**WHEREAS**, this Council desires to adopt the recommendation of the Administration; and

**WHEREAS**, the Planning Commission met, conducted a public hearing, considered, and recommended the adoption of this amended Ordinance in order to regulate marijuana dispensaries within the City of Parma Heights, Ohio; and

**WHEREAS**, pursuant to the Parma Heights Codified Ordinances, this Council has conducted a public hearing regarding this amended Ordinance.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: That Chapter 1190 of the Codified Ordinances as it previously existed is amended, and as amended, shall henceforth read as shown by edits set forth in “Exhibit A, as amended”, which is attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to establish land use standards for state licensed marijuana operations; wherefore, it shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

PASSED: \_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_  
MAYOR MARIE GALLO

# **EXHIBIT A, as amended**

## CHAPTER 1190

### Medical Marijuana Dispensaries

1190.01 Purpose.

1190.02 Definitions.

1190.03 Location of ~~medical~~ marijuana dispensaries.

1190.04 Design guidelines for ~~medical~~ marijuana dispensaries.

1190.05 Off-street parking.

1190.06 Sign regulations for ~~medical~~ marijuana dispensaries.

1190.07 Licensing.

1190.08 Hearing; renewal; revocation.

1190.09 Severability.

#### 1190.01 PURPOSE.

It is the purpose of this chapter to regulate ~~medical~~ marijuana dispensaries in order to promote the health, safety, morals, and general welfare of the citizens of the City and to establish reasonable and uniform regulations to prevent the deleterious location and concentration of ~~medical~~ marijuana dispensaries within the City.

(Ord. 2018-34. Passed 8-1-18.)

#### 1190.02 DEFINITIONS.

For purposes of this chapter:

(a) "Director" shall mean the Director of Public Service.

(b) "Dispensary" shall have the same meaning as in Ohio Admin. Code 3796:1-1-01 and/or Ohio Revised Code 3780.01 ~~or subsequent similar regulations.~~

(c) "Licensee" means a person in whose name a license to operate a ~~medical~~ marijuana dispensary has been issued under Chapter 752, as well as the individual(s) designated on the license application as principally responsible for the operation of the ~~medical~~ marijuana dispensary.

(d) "~~Medical m~~arijuana" shall have the same meaning as in R.C. 3796.01 and/or 3780.01.

(e) "Operate" means to control or hold primary responsibility for the operation of a ~~medical~~ marijuana dispensary, either as a business entity, as an individual, or as part of a group of individuals with shared responsibility.

(1) "Operate" or "cause to be operated" shall mean to cause to function or to put or keep in operation.

(2) "Operator" means any persons on the premises of a ~~medical~~ marijuana dispensary who is authorized to exercise overall operational control or hold primary responsibility for the operation of a ~~medical~~ marijuana dispensary or who causes to function or who puts or keeps in operation the business. A person may be found to be operating or causing to be operated a ~~medical~~ marijuana dispensary whether or not that person is an owner, part owner, or licensee of the business.

(f) "Person" means an individual, proprietorship, partnership, firm, association, joint stock company, corporation or combination of individuals of whatever form or character.

(g) "School," "church," "public library," "public playground," and "public park" shall have the same meanings as in R.C. 3796.30.

(Ord. 2018-34. Passed 8-1- 18.)

#### 1190.03 LOCATION OF ~~MEDICAL~~ MARIJUANA DISPENSARIES.

(a) ~~Medical m~~Marijuana dispensaries may be located only in a Mixed-Use Class C Zoning District as a conditionally permitted use pursuant to Chapter 1185 1181 and in accordance with the restrictions contained in this chapter.

(b) No ~~medical~~ marijuana dispensaries may be established or operated within 500 feet of a school, church, public library, public playground, or public park in the City.

(c) No ~~medical~~ marijuana dispensary may be established, operated or enlarged within one mile 1,000 feet of another ~~medical~~ marijuana dispensary.

(d) Not more than one ~~medical~~ marijuana dispensary shall be established or operated in the same building, structure, or portion thereof.

(e) For the purpose of divisions (b) and (c) of this section, measurement shall be made from the nearest portion of the building or structure used as the part of the premises where a ~~medical~~ marijuana dispensary is conducted, to the nearest property line of the premises of a ~~medical~~ marijuana dispensary or a school, church, public library, public playground, or public park.

(f) Vehicular access to marijuana dispensaries shall be limited to main arterial roadways. No curbcut or driveway shall access any residential street, regardless of frontage, nor shall such facilities maintain such vehicular access via license or easement upon adjoining parcel. Any existing curbcut or driveway shall be eliminated as a prerequisite to conditional use approval and subject to development review. In the event of a conditional use for a

drive-through business in connection with a marijuana dispensary, this requirement shall expressly supersede and replace the corner lot specifications and requirements in Section 1195.05(b)(3) regarding the amount and location of access drives, and shall eliminate the maximum amount of access drives on any street frontage (thus, more than one access drive may be permitted per frontage in the event of a corner lot).

(g) Marijuana dispensaries shall not be located on parcels of land with less than 25,000 square feet, nor shall such facilities be located on parcels with multiple tenants within a plaza of shops.

(h) No more than one dispensary shall be located within any single mixed-use district.

(Ord. 2018-34. Passed 8-1-18.)

#### 1190.04 DESIGN GUIDELINES FOR ~~MEDICAL~~ MARIJUANA DISPENSARIES.

(a) Parking for a ~~medical~~ marijuana dispensary shall be configured so as to prevent vehicular headlights from shining into adjacent residentially zoned and/or used property. Parking areas configured such that vehicular headlights are directed toward public rights-of-way across from residentially zoned and/or used property shall provide continuous screening, as required by the Planning Commission. Landscaping and screening shall be continuously maintained and promptly restored, if deemed necessary by the Director of Public Service.

(b) Ingress and egress drives and primary circulation lanes shall be located away from residential areas where practical to minimize vehicular traffic and noise which may become a nuisance to adjacent residential areas.

(c) All building entrances intended to be utilized by patrons shall be located on the side(s) of the building which does not abut residentially zoned and/or used property, whenever possible, to minimize the potential for patrons to congregate and create noise which may become a nuisance to adjacent residential areas.

(d) All exterior site and building lighting, which shall be provided, must be approved by the Planning Commission, and such design shall minimize the intrusive effect of glare and illumination upon any abutting areas, especially residential.

(e) Any ~~medical~~ marijuana dispensary adjacent to a residential district and/or use shall contain a minimum six-foot-high solid fence along such abutting property lines and be approved by the Planning Commission pursuant to Chapter 1193.

(f) Rules, regulations and local permitting requirements imposed on a licensee by the City shall be interpreted in all instances to conform to the state licensing requirements for dispensaries, but in the event the City's rules, regulations and permitting requirements impose a greater obligation on a licensee than the state licensing requirements, the local provisions shall be enforced.

(g) Applicants must meet any additional criteria and fulfill any additional requirements associated with obtaining a conditional use permit in the City. The City shall review all qualifying applications at a reasonable pace and level of review equivalent to other land use projects requiring a conditional use permit.

(Ord. 2018-34. Passed 8-1-18.)

#### 1190.05 OFF-STREET PARKING.

Off-street parking for a ~~medical~~ marijuana dispensary shall be provided, pursuant to Chapter 1187, except that the Planning Commission may require an off-street parking plan.

(Ord. 2018-34. Passed 8-1-18.)

#### 1190.06 SIGN REGULATIONS FOR ~~MEDICAL~~ MARIJUANA DISPENSARIES.

(a) All signs for a ~~medical~~ marijuana dispensary shall be awning signs, wall signs or window signs as defined in ~~Section 1383.03~~ Chapter 1383 of the ~~Building Code~~ Parma Heights Codified Ordinances and shall be constructed and located in conformance with all applicable provisions of Chapter 1383 of the Building Code.

(b) All signs for a ~~medical~~ marijuana dispensary shall be maintained in accordance with ~~Section 1383.14~~ Chapter 1383 of the ~~Building Code~~ Parma Heights Codified Ordinances and may be ordered to be removed in accordance with the provisions of that ~~Chapter~~ Section.

(c) No merchandise or pictures of the products on the premises of a ~~medical~~ marijuana dispensary shall be displayed on signs, in window areas or any area where they can be viewed from the sidewalk or street in front of the building. No sign shall bear any image depicting or describing a marijuana leaf or the combustion of plant material, whether by means of display, decoration, sign, window or any other means.

(d) Window areas of a ~~medical~~ marijuana dispensary shall not be covered or made opaque in any way. A one-square-foot sign shall be placed on the door to state hours of operation. Additional signage to conform to the requirements Section 752.16 may be permitted.

(Ord. 2018-34. Passed 8-1-18.)

#### 1190.07 LICENSING.

~~Medical m~~Marijuana dispensaries as described in Section 1190.03 herein shall be licensed and operated pursuant to Chapter 752.

(Ord. 2018-34. Passed 8-1-18.)

#### 1190.08 HEARING; RENEWAL; REVOCATION.

(a) Notwithstanding anything in this chapter or section to the contrary, any conditional use permit application for a ~~medical~~ marijuana dispensary shall be heard by the Planning Commission and, if approved, shall expire at the same time as the expiration of the ~~medical~~ marijuana dispensary license pursuant to Section 752.10(a). Subsequent renewal of the conditional use permit, with an intention to expedite the renewal process, may be made administratively by the Director of Public Service if no significant modifications to the conditions of the permit have been proposed and no violations have been determined. Violations may include, for example, legitimate loitering complaints, excessive police calls to the immediate vicinity, noise complaints, non-compliance with the terms of the conditional use permit, or non-compliance with other applicable state or local regulation. The licensee shall have a reasonable opportunity and time to cure the complaint or possible non-compliance as defined in this section before being subject to revocation or suspension.

(b) Determination of administrative renewal is at the discretion of the Director of Public Service. Renewal applications must be submitted in writing at least thirty days prior to expiration of permit.

(c) The conditional use permit for a ~~medical~~ marijuana dispensary is nontransferable.

(d) Notwithstanding anything in this chapter or section to the contrary, any conditional use permit granted for a ~~medical~~ marijuana dispensary may be revoked by the Planning Commission after referral to the Planning Commission by the Director of Public Service and after a public hearing on whether violations have occurred or the spirit and intent of the conditional use permit has not been met. Notice of such hearing shall be sent to the licensee and to others, as if a zoning change were requested.

(Ord. 2018-34. Passed 8-1-18.)

#### 1190.09 SEVERABILITY.

If any section, subsection, or clause of this chapter shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

(Ord. 2018-34. Passed 8-1-18.)



**ORDINANCE NO. 2024 - 51**

**AN ORDINANCE AMENDING SECTION 1185.02 ENTITLED “PERMITTED USES” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY, AS AMENDED**

**WHEREAS**, on November 7, 2023, Ohio voters approved Ohio Issue 2, the Marijuana Legalization Initiative, which legalized adult-use cannabis in the State of Ohio, and further allows for its cultivation, processing, possession, sale, and purchase in the State of Ohio; and

**WHEREAS**, amendments to Section 1185.02 of the Parma Heights Codified Ordinances are necessary in order to permit marijuana operations within the City of Parma Heights, Ohio; and

**WHEREAS**, this Council desires to adopt the recommendation of the Administration; and

**WHEREAS**, the Planning Commission met, conducted a public hearing, considered, and recommended the adoption of this amended Ordinance in order to permit marijuana dispensaries within the City of Parma Heights, Ohio; and

**WHEREAS**, pursuant to the Parma Heights Codified Ordinances, this Council has conducted a public hearing regarding this amended Ordinance.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: That Section 1185.02 of the Codified Ordinances as it previously existed is amended, and as amended, shall henceforth read as shown by edits set forth in “Exhibit A, as amended”, which is attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to establish land use standards for state licensed marijuana operations; wherefore, it shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR MARIE GALLO

# **EXHIBIT A, as amended**

## 1185.02 PERMITTED USES.

No building, structure, premises, or portion thereof, shall be used, arranged to be used, or designed to be used, except as established below.

(a) Permitted Use Table Summary. Table 1185.02 sets forth the uses allowed in the Mixed-Use Districts. The abbreviations used in the table are described as follows:

(1) Uses permitted by right. A "P" in a cell indicates that the use is allowed by right as a principal use in the respective district provided that all requirements of other City ordinances and this Planning and Zoning Code have been met.

(2) Conditional uses. A "C" in a cell indicates that the use is regulated as a conditional use. The use may be permitted in the respective district if approved through the conditional use review process in compliance with Chapter 1135, provided that all standards for specific uses found in Chapter 1195, Supplemental Use Requirements, or elsewhere as referenced herein and other relevant City ordinances and this Planning and Zoning Code have been met.

(3) Accessory uses. An "A" in a cell indicates that the use is a permitted accessory use, provided it is clearly incidental and subordinate to a permitted principal or conditional use listed in Table 1185.02 and that the requirements of all other City ordinances and this Planning and Zoning Code have been met.

(4) Uses not permitted.

A. An "N" in a cell indicates that a use is not permitted in the respective district.

B. Any use not specifically listed in Table 1185.02 shall be a prohibited use in these zoning districts and shall only be permitted upon amendment of this Code and/or the Zoning Map as provided in Chapter 1163 or approval as a similar use as provided in Section 1135.10.

(b) Compliance with Standards. Although a use may be indicated as a permitted principal, conditional or accessory use in a particular district, it shall not be approved on a lot unless it can be located thereon in full compliance with all of the standards and other regulations of this Code applicable to the specific use and lot in question, including but not limited to any supplemental use-specific standards referenced in Table 1135.02.

(c) Indoor/Outdoor Operations. All permitted uses in the Mixed Use Districts shall be conducted within a fully enclosed building unless otherwise expressly authorized. This requirement does not apply to accessory off-street parking and loading areas.

*Table 1185.02 Permitted Uses*

	<i>TC-MUD Town Center Mixed-Use</i>	<i>W130-MUD W 130<sup>th</sup> St. Mixed-Use</i>	<i>N-MUD Neighborhood Mixed-Use</i>	<i>Use-Specific Regulations</i>
<i>Residential:</i>				
Artist Live/Work units, above ground floor	P	P	P	1195.03(a)
Artist Live/Work units, ground floor	C	C	P	1195.03(a)

Dwelling Units, above nonresidential ground floor	P	P	P	
Group Home, Large	C	C	C	1195.03(b)
Multi-Family Building	C	C	P	1195.03(c)
Skilled Nursing and Rehabilitation Facility	C	C	C	1195.03(d)
Town House /Attached Single-Family Dwellings	C	C	P	1195.03(e)
<i>Public and Civic:</i>				
Cultural Institution, Libraries, Religious Assembly	P	P	P	
Day Care Centers, child and adult	P	P	P	
Hospitals	N	C	N	1195.04(a)
Parks, Other Public Open Space	P	P	P	
Public Safety Services	P	P	P	
Recreational Facilities, indoor, public or private	N	C	C	1195.04(b)
Schools, colleges, trade schools	C	C	C	1195.04(c)
Schools, primary and secondary	C	C	C	1195.04(d)
<i>Commercial:</i>				
Animal Services, including veterinary clinics, sales and grooming (but not including boarding kennel)	P	P	P	
Artist Work or Sales Space, Artisan production/fabrication	P	P	P	
Brew pubs and wine bars	P	P	C[1]	1195.05(a)
Business services	P	P	P	
Drive-Through Facility	C	C	<del>N</del> C	1195.05(b)
Entertainment, indoor, in association with a permitted use	A	A	C	1195.05(c)
Financial Services	P	P	P[1]	
Funeral Home	P	P	P	
<del>Medical</del> Marijuana Dispensary	C	C	<del>N</del> C	Chaps 1190, 752
Medical/Dental offices or clinic	P	P	P[1]	
Medication Maintenance Facility or Dispensary	N	C	N	1195.05(f)
Micro production facility (Micro-brewery, Micro-distillery, Micro-winery)	C	C	N	1195.05(a)
Offices, administrative, general, professional	P	P	P[1]	
Outdoor Dining in association with a restaurant	C	C	C	1195.05(g)
Restaurants	P	P	P[1]	
Personal Service, including health clubs and gyms	P	P	P[1]	
Repair Service, consumer	P	P	P[1]	
Permanent Cosmetics Services in association with a permitted personal service establishment	C	C	N	1195.05(h)
Tattoo or Body Piercing Services	N	C	N	Chap 733
Retail Sales, general	P	P	P[1]	
Laboratories and Research Facilities	C	C	N	1195.05(d)
Light Industrial	N	C	N	1195.05(d)
Limited Outdoor Operations	N	C	N	1195.05(e)

<i>Table 1185.02 Permitted Uses</i>				
	<i>TC-MUD Town Center Mixed-Use</i>	<i>W130-MUD W 130<sup>th</sup> St. Mixed-Use</i>	<i>N-MUD Neighborhood Mixed-Use</i>	<i>Use-Specific Regulations</i>
<i>Automotive Uses:</i>				
Car wash	C	C	C	1195.06(a)
Gas station	C	C	C	1195.06(b)
Parking, Commercial Garage	C	C	C	1195.06(c)
Vehicle repair, restoration	C	C	C	1195.06(d)
Vehicle sales, New car sales and associated service	C	C	C	1195.06(e)
Vehicle service	C	C	C	1195.06(f)
<i>Other Accessory Uses and Structures</i>				
Fences and Walls	A	A	A	
Landscape features (including gardens, fountains, sidewalks, and lawns) and ornamental structures	A	A	A	
Maintenance, storage, utility and waste disposal facilities in enclosed structure	A	A	A	
Off-street parking and loading	A	A	A	
Outdoor recreational structures, accessory to a day care center	A	A	A	
Signage	A	A	A	
Temporary transient outdoor business/sales[2]	A	A	A	1195.07

P = permitted by right; C = conditional use; A = accessory use; N = not allowed

[1] Individual business establishments are limited to a maximum of 5,000 square feet in area. Larger establishments or expansions beyond 5,000 square feet require conditional use approval.

[2] Permitted only upon obtaining authorization from the Director of Public Services.

(Ord. 2021-6. Passed 1-25-21; Ord. 2021-23. Passed 7-7-21.)

**ORDINANCE 2024 – 57**

**AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO PROCEED WITH A LOT SPLIT OF CITY-OWNED PROPERTY LOCATED AT 6188 PEARL ROAD IN THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY, AS AMENDED**

WHEREAS, pursuant to the Charter and Codified Ordinances of the City of Parma Heights, the Planning Commission met, considered, and recommended the adoption of this Ordinance to Council and the Administration in order to permit the lot split of City-owned property to allow for the construction of a new library.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1. That this Council hereby authorizes the Administration to proceed with the lot split of City-owned property located at 6188 Pearl Road in the City of Parma Heights, further described in “Council Ordinance Exhibit 1, as amended”, attached hereto and incorporated by reference.

Section 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of the Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality and for the further reason that this measure is necessary in order to proceed with the lot split at the earliest date possible in order to further development of the land; wherefore, it shall be in full force and effect immediately after its passage by Council and approved by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR MARIE GALLO



**EXHIBIT A-1**  
**PAGE 1 OF 2**

Page 1 of 2

**2.8713 ACRES**

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of a tract conveyed to City of Parma Heights (Grantor) by Deed Book Volume 9025, Page 312, Deed Book Volume 9044, Page 532, Deed Book Volume 8426, Page 666, Deed Book Volume 7667, Page 158, Deed Book Volume 9017, Page 178, Deed Book Volume 9717, Page 122, and Deed Book Volume 13687, Page 769 of said county records and bounded and described as follows:

**COMMENCING** at a monument box (found; empty) on the centerline of Pearl Road (U.S. 42; width varies), the south east corner of a parcel conveyed to Yorktown Corporation by known document, said point being referenced by centerline intersection of said Pearl Road (U.S. 42) and Ackley Boulevard (80 feet wide) North 41 degrees 50 minutes 04 seconds East, a distance of 290.84 feet; thence with the east line of said Yorktown Corporation parcel, North 0 degrees 21 minutes 55 seconds East a distance of 33.51 feet to a mag nail (set); thence with the east line of said Yorktown Corporation and a parcel conveyed to the City of Parma Heights by Instrument 201410020575, North 54 degrees 31 minutes 18 seconds West, passing over a 5/8 inch rebar with cap "GPD" (set) at 10.87 feet, a 5/8 inch rebar with cap "GPD" (set) at 27.97 feet, a total distance of 884.64 feet to a 5/8 inch rebar with cap "GPD" set; thence continuing with the east line of said City of Parma Heights (Inst. 201410020575), North 0 degrees 14 minutes 16 seconds East, a distance of 388.22 feet to a 5/8 inch rebar with cap "GPD" set on the south line of a parcel conveyed to City of Parma Heights by Deed Book Volume 42275, Page 50; thence with the south line of said City of Parma Heights (Deed Book Volume 42275, Page 50) and the south line of an unrecorded subdivision "Parma Heights Development Company's Eureka Park Subdivision No. 4", North 89 degrees 55 minutes 06 seconds East, passing a 5/8 inch rebar (found) at the southeast corner of Notabene Drive right of way (60 feet wide) at 248.71 feet, a total distance of 275.61 feet to a 5/8 inch rebar with cap "GPD" (set) being the **POINT OF BEGINNING** of the parcel herein described;

1. Thence continuing on the south line said unrecorded subdivision, **North 89 degrees 55 minutes 06 seconds East**, passing a 5/8 rebar (found) at 285.86 feet, a total distance of **327.33 feet** to a 3/4 inch rebar (found) at the southeast corner of a parcel conveyed to Jeffrey P. Yoby and Lisa L. Yoby by Instrument Number 200504290643 and the southwest corner of a parcel conveyed to Mehrabkhani Negar by Instrument Number 202205090151;

Thence with new lines through the Grantor's lands, the following ten (10) courses:

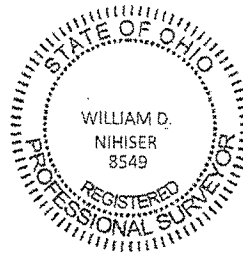
2. **South 42 degrees 08 minutes 38 seconds West** a distance of **229.92 feet** to a mag nail (set);
3. **South 18 degrees 22 minutes 17 seconds East**, a distance of **137.90 feet** to a mag nail (set);
4. **South 58 degrees 49 minutes 48 seconds West**, a distance of **86.55 feet** to a mag nail (set);
5. **South 73 degrees 26 minutes 51 seconds West**, a distance of **212.44 feet** to a 5/8 inch rebar with cap "GPD" (set);
6. **North 16 degrees 48 minutes 21 seconds West**, a distance of **226.00 feet** to a mag nail (set);
7. **South 72 degrees 14 minutes 40 seconds West**, a distance of **27.10 feet** to a mag nail (set);
8. **North 10 degrees 18 minutes 48 seconds West**, a distance of **84.10 feet** to a mag nail (set);
9. **North 11 degrees 53 minutes 01 seconds East**, a distance of **38.54 feet** to a mag nail (set);
10. **North 37 degrees 45 minutes 55 seconds East** a distance of **45.21 feet** to a mag nail (set);
11. **North 72 degrees 20 minutes 52 seconds East** a distance of **138.28 feet** to the **POINT OF BEGINNING**, containing 2.8713 acres, of which the present road occupies 0.0000 acres, and being part of Cuyahoga County Auditor's Parcel Numbers 471-17-027, 471-17-025, and 471-17-023.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

EXHIBIT A-1  
PAGE 2 OF 2

Page 2 of 2

This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in April 2024.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.  
dba GPD Group

A handwritten signature in black ink, appearing to read "W.D. Nihiser".

07/22/2024

William Douglas Nihiser, P.S.  
Ohio Professional Surveyor No. 8549



EXHIBIT A-2

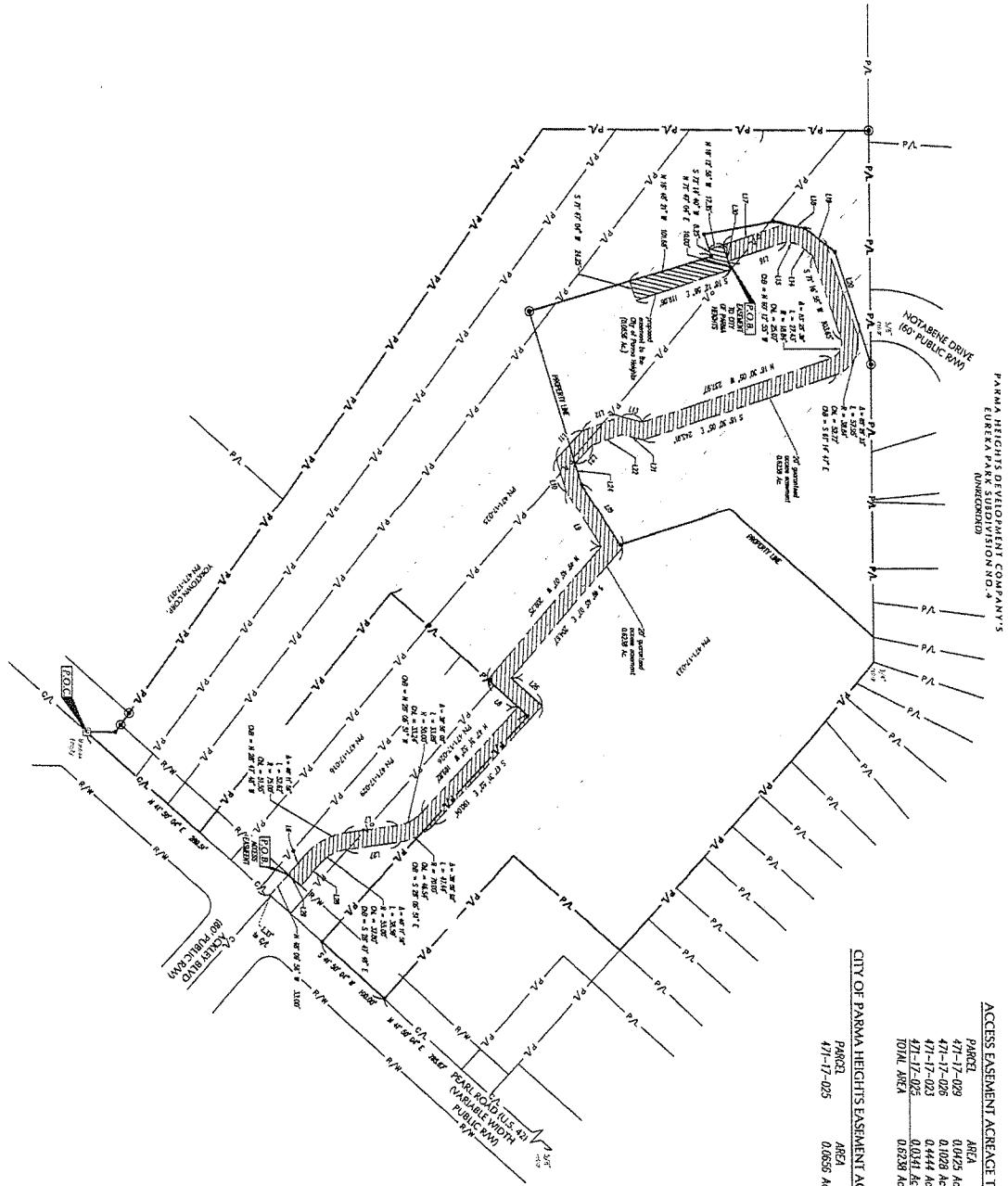
EASEMENT DETAIL



**BASIS OF BEARING:**  
 ALL BEARINGS ARE TO THE RIGHT  
 UNLESS OTHERWISE NOTED  
 AND FEET ARE TO ONE DECIMAL PLACE

EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
101	N 89° 57' 58" W	1.0000
102	S 89° 57' 58" W	1.0000
103	S 89° 57' 58" W	1.0000
104	S 89° 57' 58" W	1.0000
105	S 89° 57' 58" W	1.0000
106	S 89° 57' 58" W	1.0000
107	S 89° 57' 58" W	1.0000
108	S 89° 57' 58" W	1.0000
109	S 89° 57' 58" W	1.0000
110	S 89° 57' 58" W	1.0000
111	S 89° 57' 58" W	1.0000
112	S 89° 57' 58" W	1.0000
113	S 89° 57' 58" W	1.0000
114	S 89° 57' 58" W	1.0000
115	S 89° 57' 58" W	1.0000
116	S 89° 57' 58" W	1.0000
117	S 89° 57' 58" W	1.0000
118	S 89° 57' 58" W	1.0000
119	S 89° 57' 58" W	1.0000
120	S 89° 57' 58" W	1.0000
121	S 89° 57' 58" W	1.0000
122	S 89° 57' 58" W	1.0000
123	S 89° 57' 58" W	1.0000
124	S 89° 57' 58" W	1.0000
125	S 89° 57' 58" W	1.0000
126	S 89° 57' 58" W	1.0000
127	S 89° 57' 58" W	1.0000
128	S 89° 57' 58" W	1.0000
129	S 89° 57' 58" W	1.0000
130	S 89° 57' 58" W	1.0000
131	S 89° 57' 58" W	1.0000
132	S 89° 57' 58" W	1.0000
133	S 89° 57' 58" W	1.0000
134	S 89° 57' 58" W	1.0000
135	S 89° 57' 58" W	1.0000
136	S 89° 57' 58" W	1.0000
137	S 89° 57' 58" W	1.0000
138	S 89° 57' 58" W	1.0000
139	S 89° 57' 58" W	1.0000
140	S 89° 57' 58" W	1.0000
141	S 89° 57' 58" W	1.0000
142	S 89° 57' 58" W	1.0000
143	S 89° 57' 58" W	1.0000
144	S 89° 57' 58" W	1.0000
145	S 89° 57' 58" W	1.0000
146	S 89° 57' 58" W	1.0000
147	S 89° 57' 58" W	1.0000
148	S 89° 57' 58" W	1.0000
149	S 89° 57' 58" W	1.0000
150	S 89° 57' 58" W	1.0000
151	S 89° 57' 58" W	1.0000
152	S 89° 57' 58" W	1.0000
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155	S 89° 57' 58" W	1.0000
156	S 89° 57' 58" W	1.0000
157	S 89° 57' 58" W	1.0000
158	S 89° 57' 58" W	1.0000
159	S 89° 57' 58" W	1.0000
160	S 89° 57' 58" W	1.0000
161	S 89° 57' 58" W	1.0000
162	S 89° 57' 58" W	1.0000
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164	S 89° 57' 58" W	1.0000
165	S 89° 57' 58" W	1.0000
166	S 89° 57' 58" W	1.0000
167	S 89° 57' 58" W	1.0000
168	S 89° 57' 58" W	1.0000
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172	S 89° 57' 58" W	1.0000
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178	S 89° 57' 58" W	1.0000
179	S 89° 57' 58" W	1.0000
180	S 89° 57' 58" W	1.0000
181	S 89° 57' 58" W	1.0000
182	S 89° 57' 58" W	1.0000
183	S 89° 57' 58" W	1.0000
184	S 89° 57' 58" W	1.0000
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186	S 89° 57' 58" W	1.0000
187	S 89° 57' 58" W	1.0000
188	S 89° 57' 58" W	1.0000
189	S 89° 57' 58" W	1.0000
190	S 89° 57' 58" W	1.0000
191	S 89° 57' 58" W	1.0000
192	S 89° 57' 58" W	1.0000
193	S 89° 57' 58" W	1.0000
194	S 89° 57' 58" W	1.0000
195	S 89° 57' 58" W	1.0000
196	S 89° 57' 58" W	1.0000
197	S 89° 57' 58" W	1.0000
198	S 89° 57' 58" W	1.0000
199	S 89° 57' 58" W	1.0000
200	S 89° 57' 58" W	1.0000



ACCESS EASEMENT ACREAGE TABLE

PARCEL	AREA
471-17-029	0.0425 Ac.
471-17-026	0.1028 Ac.
471-17-023	0.4444 Ac.
471-17-022	0.0351 Ac.
TOTAL AREA	0.6248 Ac.

CITY OF PARMA HEIGHTS EASEMENT ACREAGE TABLE

PARCEL	AREA
471-17-025	0.0655 Ac.

REV	DATE	DESCRIPTION

C.C.P.L.  
 6200 PEARL ROAD,  
 PARMA HEIGHTS, OHIO 44130

NO.	DATE	BY	DESCRIPTION

2 OF 2  
 2023107.01  
 2023107.01



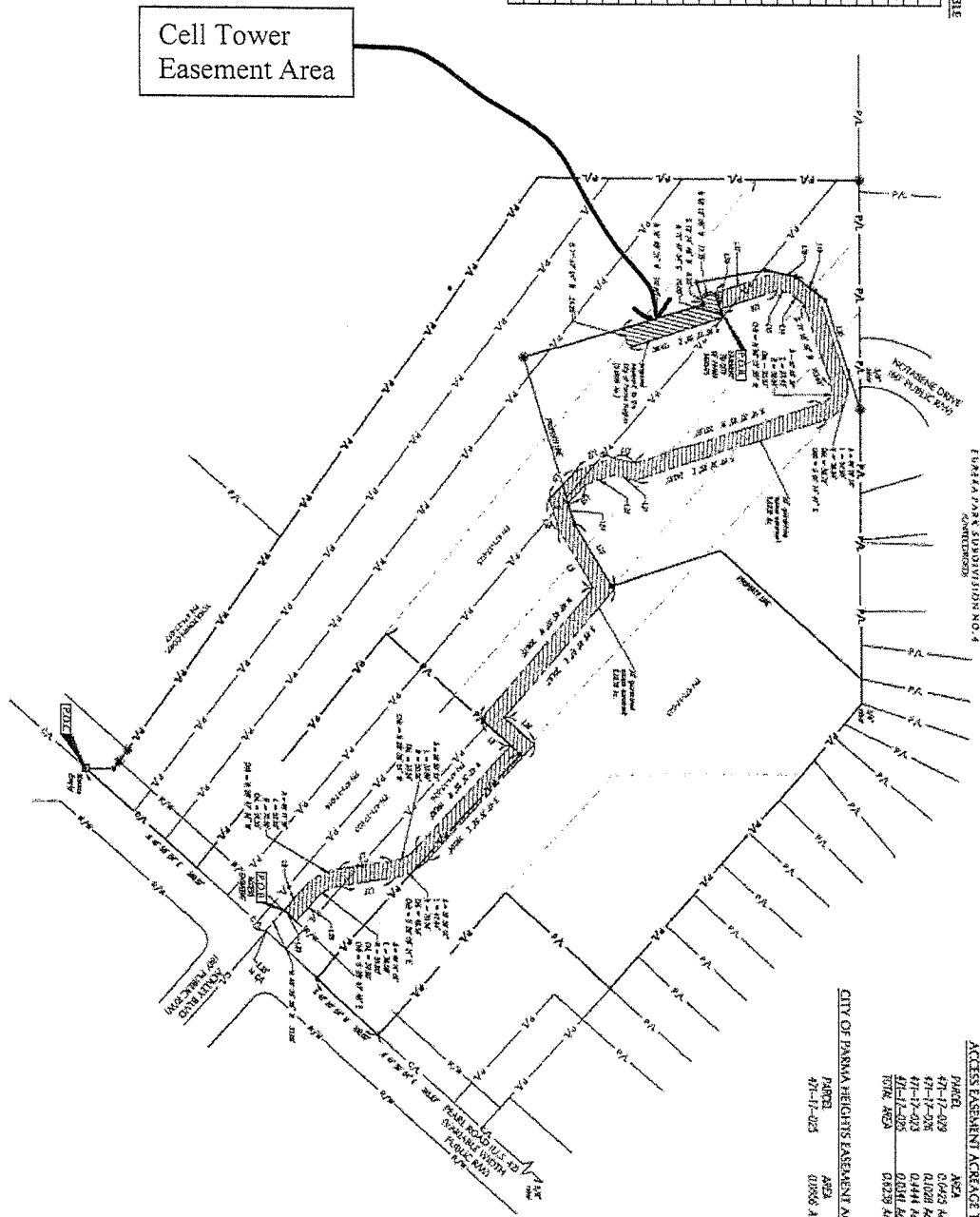
EASEMENT DETAIL

**BASIS OF BEARING:**  
SOUTH BY 89° 59' 59" WEST 100.00 FT TO POINT A  
THENCE BY 89° 59' 59" WEST 100.00 FT TO POINT B  
THENCE BY 89° 59' 59" WEST 100.00 FT TO POINT C



EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
1	S 89° 59' 59" W	100.00
2	S 89° 59' 59" W	100.00
3	S 89° 59' 59" W	100.00
4	S 89° 59' 59" W	100.00
5	S 89° 59' 59" W	100.00
6	S 89° 59' 59" W	100.00
7	S 89° 59' 59" W	100.00
8	S 89° 59' 59" W	100.00
9	S 89° 59' 59" W	100.00
10	S 89° 59' 59" W	100.00
11	S 89° 59' 59" W	100.00
12	S 89° 59' 59" W	100.00
13	S 89° 59' 59" W	100.00
14	S 89° 59' 59" W	100.00
15	S 89° 59' 59" W	100.00
16	S 89° 59' 59" W	100.00
17	S 89° 59' 59" W	100.00
18	S 89° 59' 59" W	100.00
19	S 89° 59' 59" W	100.00
20	S 89° 59' 59" W	100.00
21	S 89° 59' 59" W	100.00
22	S 89° 59' 59" W	100.00
23	S 89° 59' 59" W	100.00
24	S 89° 59' 59" W	100.00
25	S 89° 59' 59" W	100.00
26	S 89° 59' 59" W	100.00
27	S 89° 59' 59" W	100.00
28	S 89° 59' 59" W	100.00
29	S 89° 59' 59" W	100.00
30	S 89° 59' 59" W	100.00
31	S 89° 59' 59" W	100.00
32	S 89° 59' 59" W	100.00
33	S 89° 59' 59" W	100.00
34	S 89° 59' 59" W	100.00
35	S 89° 59' 59" W	100.00
36	S 89° 59' 59" W	100.00
37	S 89° 59' 59" W	100.00
38	S 89° 59' 59" W	100.00
39	S 89° 59' 59" W	100.00
40	S 89° 59' 59" W	100.00



PARMA HEIGHTS TRAFFIC IMPROVEMENT DISTRICT NO. 1  
11500 PEARL ROAD, SUITE 100, PARMAN HEIGHTS, OHIO 44130  
COUNTY: CUYAHOGA

CITY OF PARMAN HEIGHTS EASEMENT ACREAGE TABLE

PARCEL	AREA
47-11-029	0.0000 AC
47-11-028	0.0000 AC
47-11-023	0.0444 AC
47-11-025	0.0341 AC
TOTAL AREA	0.0785 AC

ACCESS EASEMENT ACREAGE TABLE

PARCEL	AREA
47-11-023	0.0341 AC
47-11-025	0.0444 AC
TOTAL AREA	0.0785 AC

Drawn Date: 01/23/2017 10:00 AM  
C:\Users\jphillips\OneDrive\Documents\jphillips\2017\2017-01-23\CellTowerEasement.dwg  
2/17/2017 10:00 AM

**C.C.P.L.**  
5200 PEARL ROAD,  
PARMAN HEIGHTS, OHIO 44130

2 OF 2

2023/10/7

REV.	DATE	DESCRIPTION



**EXHIBIT A-3  
PAGE 2 OF 3**

Page 1 of 2

**EASEMENT  
0.0656 ACRES**

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of a tract conveyed to City of Parma Heights (Grantor) by Deed Book Volume 9025, Page 312, Deed Book Volume 9044, Page 532, Deed Book Volume 8426, Page 666, Deed Book Volume 7667, Page 158, Deed Book Volume 9017, Page 178, Deed Book Volume 9717, Page 122, Deed Book Volume 13687, Page 769, Deed Book Volume 12196, Page 311, and Deed Book Volume 14428, Page 101 of said county records and bounded and described as follows:

**COMMENCING** at a monument box (found; empty) on the centerline of Pearl Road (U.S. 42; width varies), and the south east corner of a parcel conveyed to Yorktown Corporation by unknown document; thence on the centerline of said Pearl Road (U.S. 42), North 41 degrees 50 minutes 04 seconds East, a distance of 289.51 feet to a point being referenced by the centerline intersection of said Pearl Road and Ackley Boulevard (80 feet) North 41 degrees 50 minutes 04 seconds East, a distance of 1.33 feet; thence North 48 degrees 09 minutes 56 seconds West a distance of 33.00 feet to a point on the west right of way line of said Pearl Road; thence North 48 degrees 53 minutes 46 seconds West a distance of 33.66 feet to a point; thence Northwesterly, on a curve deflecting to the right, having a central angle of 40 degrees 11 minutes 56 seconds, a radius of 75.00 feet, an arc distance of 52.62 feet and a chord that bears North 28 degrees 47 minutes 48 seconds West, a distance of 51.55 feet to a point; thence North 8 degrees 41 minutes 50 seconds West, a distance of 64.34 feet to a point; thence Northwesterly, on a curve deflecting to the left, having a central angle of 38 degrees 50 minutes 02 seconds, a radius of 50.00 feet, an arc distance of 33.89 feet and a chord that bears North 28 degrees 06 minutes 51 seconds West, a distance of 33.24 feet to a point; thence North 47 degrees 31 minutes 52 seconds West, a distance of 169.82 feet to a point; thence South 41 degrees 50 minutes 04 seconds West, a distance of 47.60 feet to a point; thence North 49 degrees 45 minutes 07 seconds West, a distance of 209.75 feet to a point; thence South 58 degrees 49 minutes 48 seconds West a distance of 79.65 feet to a point; thence South 73 degrees 26 minutes 51 seconds West a distance of 40.13 feet to a point; thence North 47 degrees 04 minutes 12 seconds West, a distance of 46.14 feet to a point; thence North 19 degrees 56 minutes 19 seconds West, a distance of 48.44 feet to a point; thence North 14 degrees 32 minutes 38 seconds East, a distance of 26.08 feet to a point; thence North 18 degrees 30 minutes 05 seconds West, a distance of 237.97 feet to a point; thence Northwesterly, on a curve deflecting to the left, having a central angle of 83 degrees 25 minutes 39 seconds, a radius of 18.84 feet, an arc distance of 27.43 feet and a chord that bears North 60 degrees 12 minutes 55 seconds West, a distance of 25.07 feet to a point; thence South 71 degrees 16 minutes 56 seconds West, a distance of 103.65 feet to a point; thence South 37 degrees 45 minutes 55 seconds West, a distance of 22.51 feet to a point; thence South 11 degrees 53 minutes 01 seconds West, a distance of 14.04 feet to a point; thence South 18 degrees 12 minutes 56 seconds East, a distance of 73.29 feet to a point; thence North 14 degrees 32 minutes 38 seconds East, a distance of 26.08 feet to a point being the **POINT OF BEGINNING** of the parcel herein described;

Thence with new lines through the Grantor's lands, the following five (5) courses:

1. North 71 degrees 47 minutes 04 seconds East, a distance of 10.00 feet to a point;
2. South 18 degrees 12 minutes 56 seconds East, a distance of 119.06 feet to a point;
3. South 71 degrees 47 minutes 04 seconds West, a distance of 24.25 feet to a point;
4. North 16 degrees 48 minutes 21 seconds West, a distance of 101.68 feet to a point;
5. South 72 degrees 14 minutes 04 seconds West, a distance of 8.25 feet to a point;
6. North 18 degrees 12 minutes 56 seconds West, a distance of 17.35 feet to a point
5. North 71 degrees 47 minutes 04 seconds East, a distance of 20.00 feet to the **POINT OF BEGINNING**, containing 0.0656 acres, and being part of Cuyahoga County Auditor's Parcel Numbers 471-17-025.

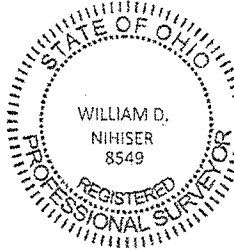
The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

EXHIBIT A-3  
PAGE 3 OF 3

Page 2 of 2

This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in May 2024.

Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.  
dba GPD Group



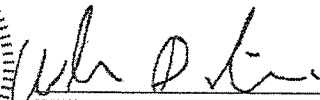
  
07/22/2024  
William Douglas Nihiser, P.S.  
Ohio Professional Surveyor No. 8549

EXHIBIT A-4  
PAGE 1 OF 4



CITY OF  
PARMA HEIGHTS  
6200 PEARL ROAD  
PARMA HEIGHTS, OHIO

Referenced Drawing: 2023107.01  
ADD / PR / ASI / RFI #: #  
Date: 07/17/2024  
Sketch #: 1 of 2

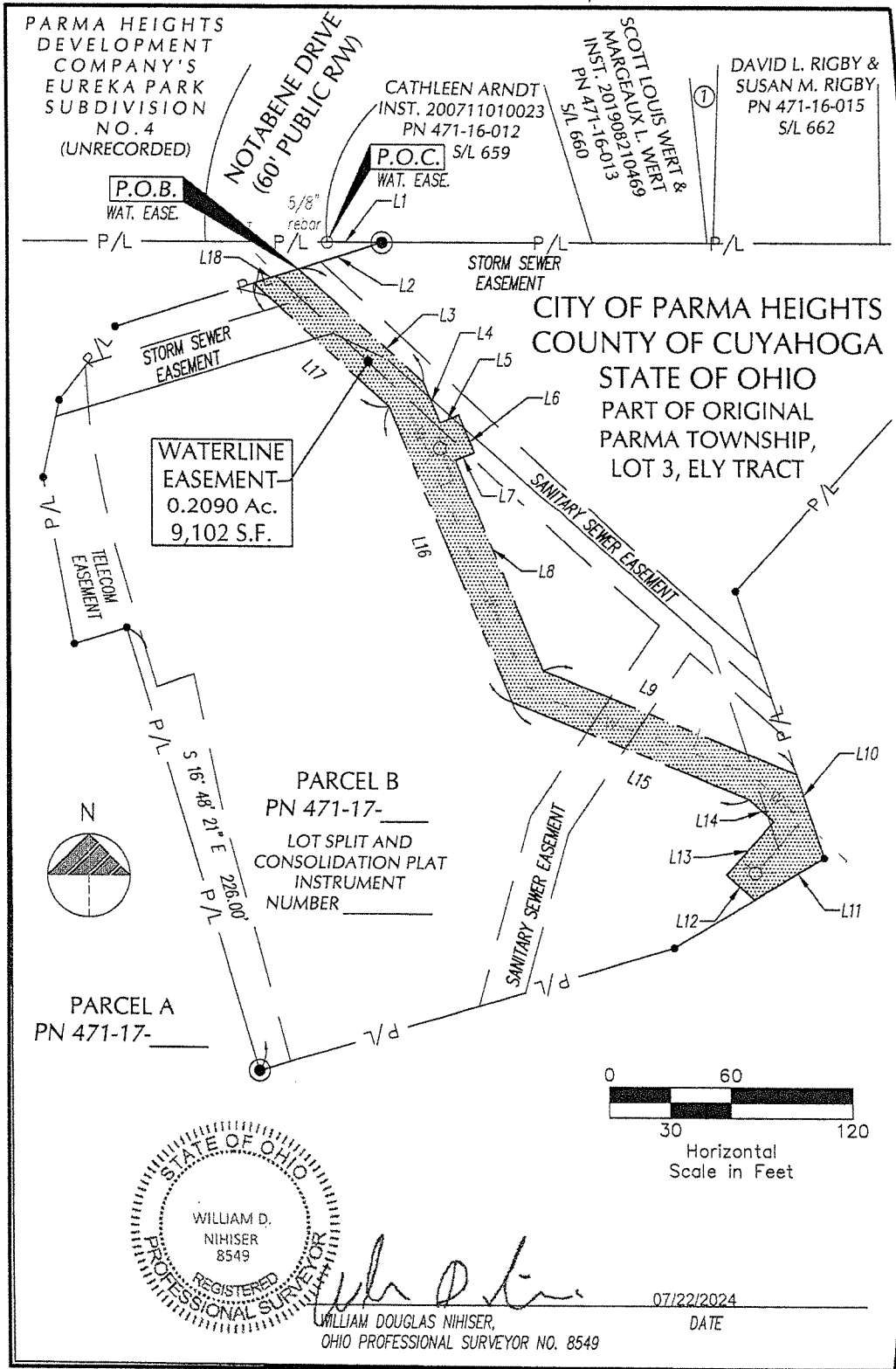


EXHIBIT A-4  
PAGE 2 OF 4



**GPD GROUP**  
City, P.L.L.C., Subsidiary, Burns & McDonnell, Inc.  
 220 South Main Street, Suite 2531  
 Akron, OH 44311  
 330.572.2100 Fax 330.572.2101  
Copyright © 2004, P.L.L.C., Subsidiary, Burns & McDonnell, Inc. 2004

CITY OF  
 PARMA HEIGHTS  
 6200 PEARL ROAD  
 PARMA HEIGHTS, OHIO

Referenced Drawing: 2023107.01  
 ADD / PR / ASI / RFI #: #  
 Date: 07/17/2024  
 Sketch #: 2 of 2

EASEMENT LINE TABLE

LINE		
LINE	LENGTH	DIRECTION
L1	26.89	N 89° 55' 06" E
L2	43.22	S 72° 20' 52" W
L3	82.18	S 48° 18' 04" E
L4	21.09	S 22° 13' 48" E
L5	10.00	N 67° 46' 12" E
L6	20.00	S 22° 13' 48" E
L7	10.00	S 67° 46' 12" W
L8	112.57	S 22° 13' 48" E
L9	134.40	S 68° 04' 52" E
L10	42.89	S 18° 22' 17" E
L11	40.21	S 58° 49' 48" W
L12	18.34	N 48° 37' 07" W
L13	35.21	N 41° 22' 53" E
L14	16.21	N 48° 02' 10" W
L15	125.65	N 68° 04' 52" W
L16	157.49	N 22° 13' 48" W
L17	89.40	N 48° 18' 04" W
L18	23.25	N 72° 20' 52" E

LEGEND:

- EXISTING IRON PIN FOUND AS NOTED
- ⊙ EXISTING CAPPED IRON PIN FOUND AS NOTED
- ⊗ EXISTING IRON PIPE FOUND AS NOTED
- EXISTING MAG NAIL FOUND AS NOTED
- ⊠ EXISTING MONUMENT BOX FOUND AS NOTED
- 5/8" x 30" REBAR WITH CAP "GPD" FOUND
- MAG NAIL found
- ⊡ EXISTING WATER METER
- ⊕ EXISTING HYDRANT
- ⊙ EXISTING WATER VALVE
- ⊠ EXISTING UNDERGROUND WATER LINE
- P/L - EXISTING PROPERTY LINE
- R/W - EXISTING RIGHT OF WAY LINE
- C/L - EXISTING CENTER LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

BASIS OF BEARING:

STATE PLANE GRID NORTH, NAD 83 (2011),  
 OHIO NORTH ZONE.

TIED BY GPS TO THE OHIO REAL TIME NETWORK

**EXHIBIT A-4**  
**PAGE 3 OF 4**

Page 1 of 2

**WATER LINE EASEMENT**  
**0.2090 ACRES**

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of Parcel "B" of the Lot Split and Consolidation Plat recorded by Instrument Number \_\_\_\_\_ as conveyed to City of Parma Heights (Grantor) by Instrument Number \_\_\_\_\_, of said county records and bounded and described as follows:

**COMMENCING** at a 5/8 inch rebar (found) at the southeast corner of Notabene Drive (right of way 60 feet wide) and the southwest corner of subplot 659 of an unrecorded subdivision "Parma Heights Development Company's Eureka Park Subdivision No. 4", thence North 89 degrees 55 minutes 06 seconds East, on the south line of said subplot 659 and the south line of said "Parma Heights Development Company's Eureka Park Subdivision No. 4" a distance of 26.89 feet to a 5/8 inch rebar with cap "GPD" (found) at a northwest corner of said Parcel B; thence South 72 degrees 20 minutes 52 seconds West, on the north line of said Parcel "B" a distance of 43.22 feet to a point and being the **POINT OF BEGINNING** of the parcel herein described;

Thence with new lines through the Grantor's lands, the following seven (7) courses:

1. South 48 degrees 18 minutes 04 seconds East, a distance of 82.18 feet to a point;
2. South 22 degrees 13 minutes 48 seconds East a distance of 21.09 feet to a point;
3. North 67 degrees 46 minutes 12 seconds East, a distance of 10.00 feet to a point;
4. South 22 degrees 13 minutes 48 seconds East a distance of 20.00 feet to a point;
5. South 67 degrees 46 minutes 12 seconds West, a distance of 10.00 feet to a point;
6. South 22 degrees 13 minutes 48 seconds East a distance of 112.57 feet to a point;
7. South 68 degrees 04 minutes 52 seconds East a distance of 134.40 feet to a point to a point on an east line of said Parcel "B" of the Lot Split and Consolidation Plat;
8. South 18 degrees 22 minutes 17 seconds East, on an east line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of 42.89 feet to a mag nail (found);
9. South 58 degrees 49 minutes 48 seconds West, on a south line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of 40.21 feet to a point;

Thence with new lines through the Grantor's lands, the following six (6) courses:

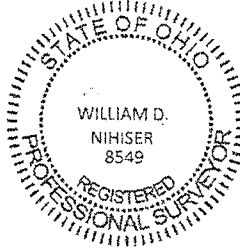
10. North 48 degrees 37 minutes 07 seconds West, a distance of 18.34 feet to a point;
11. North 41 degrees 22 minutes 53 seconds East, a distance of 35.21 feet to a point;
12. North 48 degrees 02 minutes 10 seconds West, a distance of 16.21 feet to a point;
13. North 68 degrees 04 minutes 52 seconds West, a distance of 125.65 feet to a point;
14. North 22 degrees 13 minutes 48 seconds West, a distance of 157.49 feet to a point;
15. North 48 degrees 18 minutes 04 seconds West, a distance of 89.40 feet to a point on a north line of said Parcel "B" of the Lot Split and Consolidation Plat;
16. North 72 degrees 20 minutes 52 seconds East, on a north line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of 23.25 feet to the **POINT OF BEGINNING**, containing 0.2090 acres, and being part of Cuyahoga County Auditor's Parcel Number 471-17-\_\_\_\_\_.

**EXHIBIT A-4**  
**PAGE 4 OF 4**

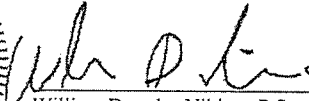
Page 2 of 2

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in July 2024.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.  
dba GPD Group



07/22/2024

William Douglas Nihiser, P.S.  
Ohio Professional Surveyor No. 8549



EXHIBIT A-5  
PAGE 1 OF 4



**GPD GROUP**  
Giles, Pyle, Schomer, Burns & DeLoover, Inc.  
520 South Main Street, Suite 2031  
Akron, OH 44311  
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CITY OF  
PARMA HEIGHTS  
6200 PEARL ROAD  
PARMA HEIGHTS, OHIO

Referenced Drawing:  
2023107.01  
Date:  
07/17/2024

ADD / PR / ASI / RFL #:  
#  
Sketch #:  
1 of 2

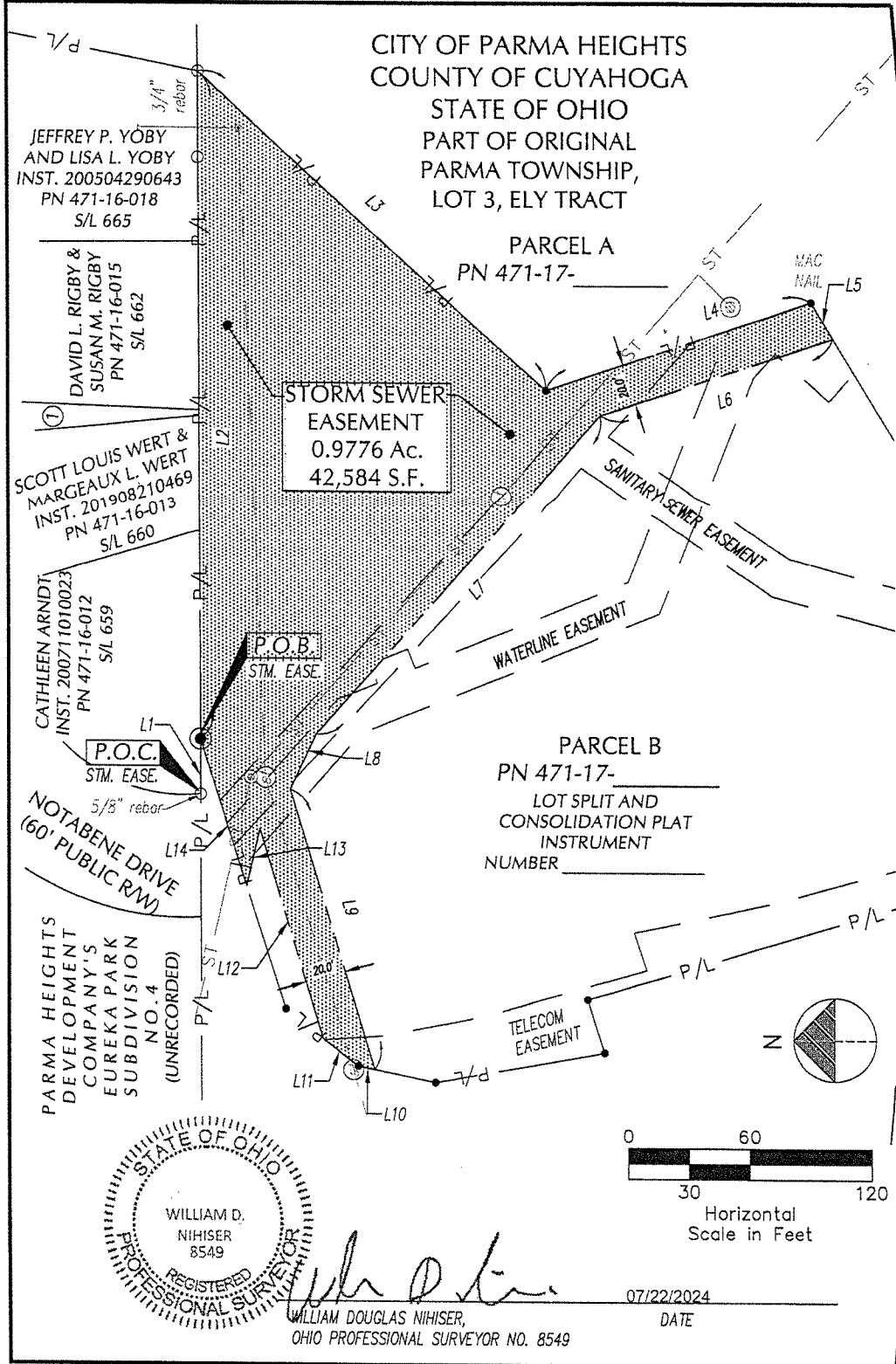


EXHIBIT A-5  
PAGE 2 OF 4



CITY OF  
PARMA HEIGHTS  
6200 PEARL ROAD  
PARMA HEIGHTS, OHIO

Referenced Drawing:  
2023107.01  
Date:  
07/17/2024

ADD / PR / ASI / RFI #:  
#  
Sketch #:  
2 of 2

**BASIS OF BEARING:**

STATE PLANE GRID NORTH, NAD 83 (2011),  
OHIO NORTH ZONE.

TIED BY GPS TO THE OHIO REAL TIME NETWORK.

**EASEMENT LINE TABLE**

LINE		
LINE	LENGTH	DIRECTION
L1	26.89	N 89° 55' 06" E
L2	327.33	N 89° 55' 06" E
L3	229.92	S 42° 08' 38" W
L4	137.90	S 18° 22' 17" E
L5	20.51	S 58° 49' 48" W
L6	120.88	N 18° 22' 17" W
L7	210.99	N 48° 32' 28" W
L8	29.87	N 64° 50' 02" W
L9	142.97	S 73° 11' 20" W
L10	8.25	N 11° 53' 01" E
L11	22.02	N 37° 45' 55" E
L12	106.92	N 73° 11' 20" E
L13	28.66	N 76° 43' 52" W
L14	75.05	N 72° 20' 52" E

**LEGEND:**

- EXISTING IRON PIN FOUND AS NOTED
- ⊙ EXISTING CAPPED IRON PIN FOUND AS NOTED
- ⊕ EXISTING IRON PIPE FOUND AS NOTED
- EXISTING MAG NAIL FOUND AS NOTED
- ⊠ EXISTING MONUMENT BOX FOUND AS NOTED
- ⊙ 5/8" x 30" REBAR WITH CAP "GPD" FOUND
- MAG NAIL FOUND
- ⊙ EXISTING STORM MANHOLE
- ⊙ EXISTING ROUND CATCH BASIN
- ST - EXISTING UNDERGROUND STORM LINE
- P/L - EXISTING PROPERTY LINE
- R/W - EXISTING RIGHT OF WAY LINE
- C/L - EXISTING CENTER LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- REC RECORD INFORMATION

**PARCEL LEGEND**

- ① DAVID L. RIGBY AND  
SUSAN M. RIGBY  
PN 471-16-014  
S/L 661

**EXHIBIT A-5**  
**PAGE 3 OF 4**

Page 1 of 2

**STORM SEWER EASEMENT**  
**0.9776 ACRES**

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of Parcel "B" of the Lot Split and Consolidation Plat recorded by Instrument Number \_\_\_\_\_ as conveyed to City of Parma Heights (Grantor) by Instrument Number \_\_\_\_\_, of said county records and bounded and described as follows:

**COMMENCING** at a 5/8 inch rebar (found) at the southeast corner of Notabene Drive (right of way 60 feet wide) and the southwest corner of subplot 659 of an unrecorded subdivision "Parma Heights Development Company's Eureka Park Subdivision No. 4", thence North 89 degrees 55 minutes 06 seconds East, on the south line of said subplot 659 and the south line of said "Parma Heights Development Company's Eureka Park Subdivision No. 4", a distance of 26.89 feet to a 5/8 inch rebar with cap "GPD" (found) at a northwest corner of said Parcel B and being the **POINT OF BEGINNING** of the parcel herein described;

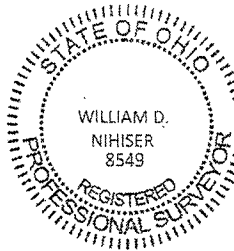
1. Thence continuing **North 89 degrees 55 minutes 06 seconds East**, on the south line of said subplot 659, subplot 660, subplot 661, subplot 662, subplot 665 of said "Parma Heights Development Company's Eureka Park Subdivision No. 4" and the north line of said Parcel B, a distance of **327.33 feet** to a 3/4 inch rebar (found) at the southeast corner of subplot 665 and the northeast corner of said Parcel B;
2. **South 42 degrees 08 minutes 38 seconds West**, on an east line of said Parcel B, a distance of **229.92 feet** to a mag nail (found);
3. **South 18 degrees 22 minutes 17 seconds East**, on an east line of said Parcel B, a distance of **137.90 feet** to a mag nail (found);
4. **South 58 degrees 49 minutes 48 seconds West**, on a south line of said Parcel B, a distance of **20.51 feet** to a point;
5. **North 18 degrees 22 minutes 17 seconds West**, through said Parcel B, a distance of **120.88 feet** to a point;
6. **North 48 degrees 32 minutes 28 seconds West**, through said Parcel B, a distance of **210.99 feet** to a point;
7. **North 64 degrees 50 minutes 02 seconds West**, through said Parcel B, a distance of **29.87 feet** to a point;
8. **South 73 degrees 11 minutes 20 seconds West**, through said Parcel B, a distance of **142.97 feet** to a point on a west line of said Parcel "B" of the Lot Split and Consolidation Plat;
9. **North 11 degrees 53 minutes 01 seconds East**, on a west line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **8.25 feet** to a 5/8 inch "Mag Nail" (found);
10. **North 37 degrees 44 minutes 55 seconds East**, on a west line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **22.02 feet** to a point;
11. **North 73 degrees 11 minutes 20 seconds East**, through said Parcel B, a distance of **106.92 feet** to a point;
12. **North 76 degrees 43 minutes 52 seconds West**, through said Parcel B, a distance of **28.66 feet** to a point on a north line of said Parcel "B" of the Lot Split and Consolidation Plat;
13. **North 72 degrees 20 minutes 52 seconds East**, on a north line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **75.05 feet** to the **POINT OF BEGINNING**, containing 0.9776 acres, and being part of Cuyahoga County Auditor's Parcel Number 471-17-\_\_\_\_\_.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

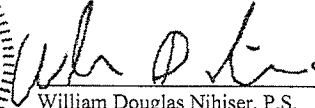
**EXHIBIT A-5**  
**PAGE 4 OF 4**

Page 2 of 2

This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in July 2024.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.  
dba GPD Group



07/22/2024

William Douglas Nihiser, P.S.  
Ohio Professional Surveyor No. 8549

EXHIBIT A-6  
PAGE 1 OF 4



**GPD GROUP**  
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Akron, OH 44311  
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CITY OF  
PARMA HEIGHTS  
6200 PEARL ROAD  
PARMA HEIGHTS, OHIO

Referenced Drawing: 2023107.01  
ADD / PR / ASI / RFI #: #  
Date: 07/17/2024  
Sketch #: 1 of 2

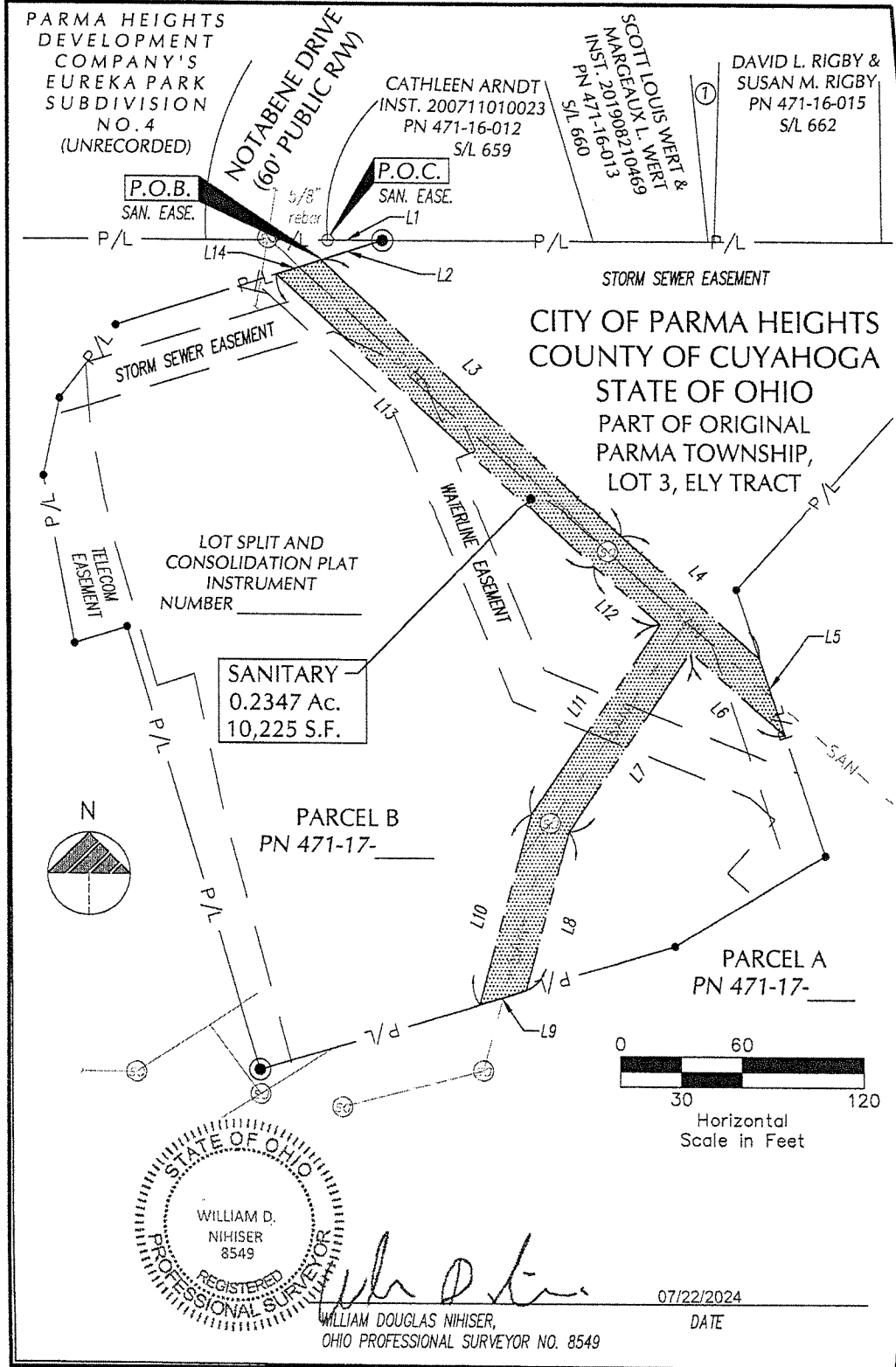


EXHIBIT A-6  
PAGE 2 OF 4



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CITY OF  
PARMA HEIGHTS  
6200 PEARL ROAD  
PARMA HEIGHTS, OHIO

Referenced Drawing:  
2023107.01  
Date:  
07/17/2024

ADD / PR / ASI / RFI #:  
#  
Sketch #:  
2 of 2

**BASIS OF BEARING:**

STATE PLANE GRID NORTH, NAD 83 (2011),  
OHIO NORTH ZONE.

TIED BY GPS TO THE OHIO REAL TIME NETWORK.

**EASEMENT LINE TABLE**

LINE		
LINE	LENGTH	DIRECTION
L1	26.89	N 89° 55' 06" E
L2	31.63	S 72° 20' 52" W
L3	198.78	S 47° 28' 02" E
L4	90.63	S 48° 35' 23" E
L5	39.74	S 18° 22' 17" E
L6	61.92	N 48° 35' 23" W
L7	107.27	S 34° 02' 51" W
L8	80.70	S 15° 09' 52" W
L9	23.51	S 73° 26' 51" W
L10	96.39	N 15° 09' 52" E
L11	113.18	N 34° 02' 51" E
L12	43.08	N 48° 35' 23" W
L13	210.44	N 47° 28' 02" W
L14	23.05	N 72° 20' 52" E

**LEGEND:**

- EXISTING IRON PIN FOUND AS NOTED
- ⊙ EXISTING CAPPED IRON PIN FOUND AS NOTED
- ⊚ EXISTING IRON PIPE FOUND AS NOTED
- EXISTING MAG NAIL FOUND AS NOTED
- ⊠ EXISTING MONUMENT BOX FOUND AS NOTED
- ⊙ 5/8" x 30" REBAR WITH CAP "GPD" FOUND
- MAG NAIL FOUND
- ⊙ EXISTING SANITARY MANHOLE
- P/L - EXISTING PROPERTY LINE
- R/W - EXISTING RIGHT OF WAY LINE
- C/L - EXISTING CENTER LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- REC RECORD INFORMATION

**EXHIBIT A-6  
PAGE 3 OF 4**

Page 1 of 2

**SANITARY SEWER EASEMENT  
0.2347 ACRES**

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of Parcel "B" of the Lot Split and Consolidation Plat recorded by Instrument Number \_\_\_\_\_ as conveyed to City of Parma Heights (Grantor) by Instrument Number \_\_\_\_\_, of said county records and bounded and described as follows:

**COMMENCING** at a 5/8 inch rebar (found) at the southeast corner of Notabene Drive (right of way 60 feet wide) and the southwest corner of subplot 659 of an unrecorded subdivision "Parma Heights Development Company's Eureka Park Subdivision No. 4", thence North 89 degrees 55 minutes 06 seconds East, on the south line of said subplot 659 and the south line of said "Parma Heights Development Company's Eureka Park Subdivision No. 4" a distance of 26.89 feet to a 5/8 inch rebar with cap "GPD" (found) at a northwest corner of said Parcel B; thence South 72 degrees 20 minutes 52 seconds West, on the north line of said Parcel "B" a distance of 31.63 feet to a point and being the **POINT OF BEGINNING** of the parcel herein described;

Thence with new lines through the Grantor's lands, the following twelve (12) courses:

1. **South 47 degrees 28 minutes 02 seconds East**, a distance of **198.78 feet** to a point;
2. **South 48 degrees 35 minutes 23 seconds East** a distance of **90.63 feet** to a point on an east line of said Parcel "B" of the Lot Split and Consolidation Plat;
3. **South 18 degrees 22 minutes 17 seconds East**, on an east line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **39.74 feet** to a point;
4. **North 48 degrees 35 minutes 23 seconds West**, a distance of **61.92 feet** to a point;
5. **South 34 degrees 02 minutes 51 seconds West**, a distance of **107.27 feet** to a point;
6. **South 15 degrees 09 minutes 52 seconds West** a distance of **80.70 feet** to a point on a south line of said Parcel "B" of the Lot Split and Consolidation Plat;
7. **South 73 degrees 26 minutes 51 seconds West**, on a south line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **23.51 feet** to a point;
8. **North 15 degrees 09 minutes 52 seconds East**, a distance of **96.39 feet** to point;
9. **North 34 degrees 02 minutes 51 seconds East**, a distance of **113.18 feet** to a point;
10. **North 48 degrees 35 minutes 23 seconds West**, a distance of **43.08 feet** to a point;
11. **North 47 degrees 28 minutes 02 seconds West**, a distance of **210.44 feet** to a point on a north line of said Parcel "B" of the Lot Split and Consolidation Plat;
12. **North 72 degrees 20 minutes 52 seconds East**, on a north line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **23.05 feet** to the **POINT OF BEGINNING**, containing 0.2347 acres, and being part of Cuyahoga County Auditor's Parcel Number 471-17-\_\_\_\_\_.

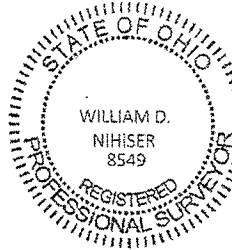
The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

EXHIBIT A-6  
PAGE 4 OF 4

Page 2 of 2

This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in June 2024.

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dba GPD Group



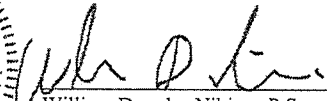
  
07/22/2024  
William Douglas Nihiser, P.S.  
Ohio Professional Surveyor No. 8549





EXHIBIT A-7  
PAGE 2 OF 4



**GPD GROUP\***  
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Akron, OH 44311  
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CITY OF  
PARMA HEIGHTS  
6200 PEARL ROAD  
PARMA HEIGHTS, OHIO

Referenced Drawing:  
2023107.01  
Date:  
07/17/2024

ADD / PR / ASI / RFI #:  
#  
Sketch #:  
2 of 2

EASEMENT LINE TABLE

LINE		
LINE	LENGTH	DIRECTION
L1	26.89	N 89° 55' 06" E
L2	138.28	S 72° 20' 52" W
L3	24.14	S 37° 45' 55" W
L4	29.40	S 4° 05' 37" E
L5	49.65	S 10° 58' 17" E
L6	83.14	S 16° 11' 42" E
L7	19.39	N 71° 23' 46" E
L8	69.65	S 12° 00' 22" E
L9	125.23	S 15° 16' 31" E
L10	15.88	S 73° 26' 51" W
L11	226.00	N 16° 48' 21" W
L12	27.10	S 72° 14' 40" W
L13	84.10	N 10° 18' 48" W
L14	38.54	N 11° 53' 01" E
L15	21.06	N 37° 45' 55" E

LEGEND:

- EXISTING IRON PIN FOUND AS NOTED
- ⊙ EXISTING CAPPED IRON PIN FOUND AS NOTED
- ⊗ EXISTING IRON PIPE FOUND AS NOTED
- EXISTING MAG NAIL FOUND AS NOTED
- ⊞ EXISTING MONUMENT BOX FOUND AS NOTED
- ⊙ 5/8" x 30" REBAR WITH CAP "GPD" FOUND
- MAG NAIL FOUND
- ⊞ EXISTING TELEPHONE BOX
- FO - EXISTING UNDERGROUND FIBER OPTIC LINE
- T - EXISTING UNDERGROUND TELEPHONE LINE
- P/L - EXISTING PROPERTY LINE
- R/W - EXISTING RIGHT OF WAY LINE
- C/L - EXISTING CENTER LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

BASIS OF BEARING:

STATE PLANE GRID NORTH, NAD 83 (2011),  
OHIO NORTH ZONE.

TIED BY GPS TO THE OHIO REAL TIME NETWORK

**EXHIBIT A-7  
PAGE 3 OF 4**

Page 1 of 2

**TELECOM EASEMENT  
0.1638 ACRES**

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of Parcel "B" of the Lot Split and Consolidation Plat recorded by Instrument Number \_\_\_\_\_ as conveyed to City of Parma Heights (Grantor) by Instrument Number \_\_\_\_\_, of said county records and bounded and described as follows:

**COMMENCING** at a 5/8 inch rebar (found) at the southeast corner of Notabene Drive (right of way 60 feet wide) and the southwest corner of subplot 659 of an unrecorded subdivision "Parma Heights Development Company's Eureka Park Subdivision No. 4"; thence North 89 degrees 55 minutes 06 seconds East, on the south line of said subplot 659 and the south line of said "Parma Heights Development Company's Eureka Park Subdivision No. 4" a distance of 26.89 feet to a 5/8 inch rebar with cap "GPD" (found) at a northwest corner of said Parcel B; thence South 72 degrees 20 minutes 52 seconds West, on the north line of said Parcel "B" a distance of 138.28 feet to a 5/8 inch rebar with cap "GPD" (found); thence South 37 degrees 45 minutes 55 seconds West, on the north line of said Parcel "B" a distance of 24.14 feet to a point and being the **POINT OF BEGINNING** of the parcel herein described;

Thence with new lines through the Grantor's lands, the following twelve (12) courses:

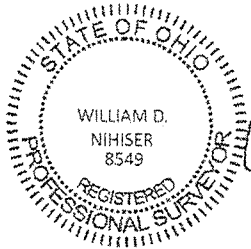
1. **South 4 degrees 05 minutes 37 seconds East**, a distance of **29.40 feet** to a point;
2. **South 10 degrees 58 minutes 17 seconds East** a distance of **49.65 feet** to a point;
3. **South 16 degrees 11 minutes 42 seconds East** a distance of **83.14 feet** to a point;
4. **North 71 degrees 23 minutes 46 seconds East**, a distance of **19.39 feet** to a point;
5. **South 12 degrees 00 minutes 22 seconds East** a distance of **69.65 feet** to a point;
6. **South 15 degrees 16 minutes 31 seconds East**, a distance of **125.23 feet** to a point on a south line of said Parcel "B" of the Lot Split and Consolidation Plat;
7. **South 73 degrees 26 minutes 51 seconds West**, on a south line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **15.88 feet** to a magnail (found);
8. **North 16 degrees 48 minutes 21 seconds West**, on a west line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **226.00 feet** to a magnail (found);
9. **South 72 degrees 14 minutes 40 seconds West**, on a south line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **27.10 feet** to a magnail (found);
10. **North 10 degrees 18 minutes 48 seconds West**, on a west line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **84.10 feet** to a magnail (found);
11. **North 11 degrees 53 minutes 01 seconds East** on a west line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **38.54 feet** to a magnail (found);
12. **North 37 degrees 45 minutes 55 seconds East**, on a north line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **21.06 feet** to the **POINT OF BEGINNING**, containing 0.1638 acres, and being part of Cuyahoga County Auditor's Parcel Number 471-17-\_\_\_\_\_.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

EXHIBIT A-7  
PAGE 4 OF 4

This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in June 2024.

Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.  
dba GPD Group



*William Douglas Nihiser*  
\_\_\_\_\_  
William Douglas Nihiser, P.S. 07/22/2024  
Ohio Professional Surveyor No. 8549

**ORDINANCE 2024 – 58**

**AN ORDINANCE DIRECTING THAT THE REAL PROPERTY OWNED BY THE CITY OF PARMA HEIGHTS AND KNOWN AS PORTIONS OF PPNs 471-17-023, 471-17-025, 471-17-027, AND 471-17-028, TOTALING APPROXIMATELY 2.8713 ACRES, BE SOLD TO THE CUYAHOGA COUNTY PUBLIC LIBRARY, AND FURTHER AUTHORIZING THE ADMINISTRATION TO EXECUTE A REAL ESTATE PURCHASE AGREEMENT AND ALL OTHER DOCUMENTS REQUIRED TO EFFECTUATE SAID SALE, AND DECLARING AN EMERGENCY, AS AMENDED**

**WHEREAS**, the City of Parma Heights owns land known as Permanent Parcel Numbers 471-17-023, 471-17-025, 471-17-027, and 471-17-028; and

**WHEREAS**, the Administration recommends that portions of PPNs 471-17-023, 471-17-025, 471-17-027, and 471-17-028, totaling approximately 2.8713 acres, be sold to the Cuyahoga County Public Library for the establishment of a new library facility; and

**WHEREAS**, it is accordingly the desire of this Council to authorize the Administration to negotiate the sale of city-owned property and execute any and all documents required to effectuate said sale; and

**WHEREAS**, pursuant to the Charter and Codified Ordinances of the City of Parma Heights, the Planning Commission met, considered, and recommended the adoption of this Ordinance to Council and the Administration in order to permit the sale of City-owned property to allow for the construction of a new library.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1. That this Administration is hereby authorized and directed to negotiate the sale of city-owned property known as portions of PPNs 471-17-023, 471-17-025, 471-17-027, and 471-17-028, totaling approximately 2.8713 acres, and execute any and all documents required to effectuate said sale, as detailed in “Council Ordinance Exhibit 1, as amended”.

Section 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of the Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality and for the further reason that this measure is necessary in order to proceed with the construction of a new public library for the community; wherefore, it shall be in full force and effect immediately after its passage by Council and approved by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR MARIE GALLO

# COUNCIL ORDINANCE EXHIBIT 1, as amended

## REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, (the “**Effective Date**”) by and between CUYAHOGA COUNTY PUBLIC LIBRARY (“**Buyer**”) and the CITY OF PARMA HEIGHTS, Ohio, an Ohio municipal corporation (“**City**”). Buyer and City may be referred to hereafter collectively as the “**Parties**” or individually as a “**Party**”.

### RECITALS:

A. Buyer’s Board of Trustees has reviewed sites for the construction of new library facilities in Cuyahoga County in furtherance of its mission to be at the center of community life by providing an environment where reading, lifelong learning and civic engagement thrive. In connection with its review, Buyer desires to develop a new library branch in the City to replace an existing library branch currently located on Pearl Road in the City.

B. Buyer wishes to purchase from City a 2.8713 acre piece of real property, and all appurtenances, hereditaments, rights, privileges and easements belonging or in any way appertaining thereto and located just off Pearl Road in the City of Parma Heights, Ohio, depicted as **Parcel B** upon the Lot Split and Consolidation Plat attached hereto as **Exhibit A** and made a part hereof (the “**Property**”). **Exhibit A-1** is the legal description of **Parcel B**. **Exhibit A** also depicts **Parcel A** which is being retained by the City. To assure the respective parties have appropriate easements in place made necessary by the contemplated lot split for enjoyment of the split parcels, the parties will establish the following easements as part of the lot split and/or at closing of the sale: (i) a 20 foot guaranteed mutual access easement for ingress and egress to the Property (the “**Access Easement**”) as depicted and described in **Exhibit A-2**, (ii) an easement to the City for its retention of rights for a cell tower and associated improvements such as guidelines, utility lines and related (the “**Cell Tower Easement**”) as depicted and described in **Exhibit A-3**; a mutual easement for potable water as depicted and described in **Exhibit A-4**; a mutual storm water easement as depicted and described in **Exhibit A-5**; a mutual sanitary sewer easement as depicted and described in **Exhibit A-6**; and a mutual telecommunications easement as depicted and described in **Exhibit A-7** (collectively the forgoing easements being referred to as the “**Project Easements**”). City wishes to sell the Property to Buyer to support community amenities and resources in the City.

C. Buyer plans to construct and operate an approximately 22,000 square foot building upon the Property (the “**Facility**”) [with approximately 16,000 sq. ft. for library use (the “**Library Portion**”) and 6,000 sq. ft. for an ancillary tenant user (the “**Centers Facility**”)].

D. The Buyer agrees that, in the event that Facility is no longer being used for its intended purposes, that the Property shall revert to the City, as described in the deed attached as **Exhibit B**.

### WITNESSETH:

For and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the adequacy, sufficiency, and receipt of which are

hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

**1. Agreement to Sell.** City shall sell, convey and assign to Buyer, and Buyer shall purchase, take and accept from City all of City's right, title, and interest in and to the Property, as provided for and limited herein, with the exceptions and reversionary interests of the City preserved by the title, conditioned upon the Buyer's continued use and occupation of the Property and Facility primarily as a public library, as detailed by the Warranty Deed attached as Exhibit B. The Purchase Agreement is and shall remain contingent upon the City Council's review and approval of this Purchase Agreement to sell public property, as well as the City Planning Commission's review and approval of a Lot Split Plat to support the Property Subdivision described in Paragraph 3 (and **Exhibit A**) and also a Development Plan which depicts the improvement and Facilities on the Property; and also the Buyer's application and successful attainment of any appropriate Conditional Use Permit from the City.

**2. Purchase Price.** The purchase price ("**Purchase Price**") for the Property shall be One Dollar (\$1.00) payable in the form of immediately available funds paid on the Closing Date (as defined in Section 8).

**3. Property Subdivision.** (a) The Property is currently in the process of being subdivided as a separately conveyable parcel of land pursuant to applicable law. The final boundaries of the Property combined with associated legal means of ingress/egress, parking, utility access and other features shown on **Exhibit A** and **Exhibit A-1** are required by Buyer for development and utilization of the Facility and must remain satisfactory to Buyer in its good faith discretion. As noted above, **Exhibit A** is, subject to site subdivision approvals currently being pursued under applicable procedures with the City. Any change to the configuration of the Property is subject to the approval of both parties. As shown on **Exhibit A** City is retaining the Cell Tower Easement for its benefit encompassing the boundaries of an existing cell tower site together with utility easements for all required utilities in place for the tower. The City for itself and the operator of the Cell Tower will have the right to access the Cell Tower upon roadways and drives servicing the Property. The Tower Easement retained includes the right to keep and maintain the existing guidelines securing the cell tower.

(b) Based upon the mutually approved final boundaries of the Property as determined under Subparagraph 3(a), City and Buyer will cooperate to complete the process to cause the Property to be lawfully subdivided into a separately conveyable legal lot as soon as can be accomplished utilizing diligent efforts. If the subdivision under Section 3(b) is not approved by City, Buyer and all required authorities and the Property is not subdivided into a separate conveyable lot by \_\_\_\_\_, 2024, Buyer may elect to terminate this Agreement upon ten (10) days written notice to City.

**4. Title Commitment; Title Policy and Survey.** (a) First American Title Insurance Company or an agent thereof to be selected by Buyer ("**Title Company**") shall serve as Escrow Agent ("**Escrow Agent**") and title insurer, subject to Escrow Agent's standard conditions for the acceptance of escrow, except as otherwise expressly provided herein.

(b) The "Inspection Period" shall commence upon final approval of the Property subdivision under Subsection 3(a) and shall terminate upon Closing (as defined in Section 8).

(c) Buyer shall obtain a commitment from the Title Company for owner's title insurance in an amount satisfactory to Buyer (the "**Title Commitment**"), showing that City has good and marketable fee simple title to the Property, free and clear of all liens and encumbrances except: (i) those specifically set forth in this Agreement (such as the cell tower); (ii) zoning and building laws, ordinances and regulations; (iii) legal streets and highways; and (iv) easements, conditions and restrictions of record, if any, that will not interfere with Buyer's intended use of the Property or its ability to construct and operate the Facility on the Property (collectively, the "**Permitted Encumbrances**"). The Title Commitment shall include the results of a special tax search and examination for any financing statements filed of record which affect the Property.

Within the later of forty-five (45) days of Buyer's receipt of the Title Commitment or forty-five (45) days after notice to Buyer of subdivision approval, Buyer shall review the Title Commitment and if the Title Commitment reveals any matter which affects the marketability of the Property or is otherwise objectionable to Buyer (collectively "**Objectionable Matters**"), Buyer shall give City written notice thereof and, City may, within thirty (30) days thereafter, remedy or remove any such Objectionable matters. If City is unable or unwilling to remedy or remove any Objectionable Matters during the thirty (30) day period, Buyer shall have the option of either (i) terminating this Agreement in which event all funds and documents previously paid, deposited or advanced by Buyer shall be immediately returned to Buyer, both Parties shall thereafter be released from all further obligations under this Agreement and neither Party shall have any further liability to the other Party hereto, or (ii) taking title to the Property subject to said matters.

Up to and including the Closing Date, Buyer may request updates to the Title Commitment which must disclose no change in the state of the title to the Property (if any change is so disclosed, Buyer shall have all of the rights set forth in the immediately prior paragraph in this Section to the extent that Buyer deems any of such changes objectionable).

Buyer shall cause the Title Company to issue to Buyer, on or within ten days of Closing, a 2006 ALTA Owner's Policy of Title Insurance (the "**Title Policy**") for the Property in an amount solely determined by Buyer, insuring good and marketable title, subject only to the Permitted Encumbrances, with the standard printed exceptions deleted, and with such endorsements as Buyer may request in its sole discretion. City shall provide an appropriate owner's affidavit or otherwise satisfy the requirements of Title Company relating to the deletion of the so-called "standard printed exceptions".

(d) During the Inspection Period, Buyer shall have the right to obtain, at Buyer's sole cost and expense, a survey plat and legal description of the Property prepared by a surveyor registered and licensed in Ohio (the "**Survey**"). The Survey shall be an ALTA/NSPS land title survey prepared in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", which shall include such Table A items as specified by Buyer, and shall be certified to Buyer, Title Company, and any other person Buyer may designate. The legal description set forth in the Survey shall at Buyer's discretion be attached to the Deed (as defined in Section 8) as an exhibit. In Buyer's discretion, Buyer may engage the same surveyor as utilized by the City to prepare the subdivision under Subsection 3(b). The parties acknowledge that a current draft of the legal description of the Property is included with **Exhibit A**.

Upon Buyer's receipt of such Survey:



- i. Buyer shall review the Survey in conjunction with the Title Commitment and shall notify City in writing prior to the end of the Inspection Period of any objection(s) thereto (the “**Survey Objections**”).
- ii. City shall have the right but not the obligation to cure the Survey Objections within thirty (30) days after City’s receipt of Buyer’s notice. If the Survey Objections are not cured, Buyer shall have the option to (i) accept the Property subject to the Survey Objections, or (ii) terminate this Agreement by giving written notice to City of such termination, in which event all funds and documents previously paid, deposited or advanced by Buyer shall be immediately returned to Buyer, both Parties shall thereafter be released from all further obligations under this Agreement and neither Party shall have any further liability to the other Party hereto.
- iii. The failure of Buyer to notify City of objection(s) to the Survey within the time period set forth in subsection (d)(i), above, shall constitute an acceptance thereof by Buyer.

#### **5. Buyer’s Right to Inspect the Premises.**

(a) Following the execution of this Agreement and continuing during the Inspection Period, Buyer and its authorized representatives shall have the right to enter upon the Property to make test borings, drainage tests, surveys, engineering and architectural studies, inspections of utility lines and for other purposes it may require for ascertaining the suitability and the acceptability of the Property for Buyer’s purposes, including, but not limited to, conducting a Phase I and/or Phase II environmental audit/study of the Property (the “**Environmental Studies**”). City shall cooperate with Buyer and its authorized representatives in providing information and access to the Property necessary to complete the Environmental Studies. Buyer agrees to be responsible for any and all damages to the Property or to others causes as a result of its inspection and to defend, indemnify and hold City harmless from the same to the extent permitted by applicable law.

(b) City shall provide Buyer with the following, provided that they are in City’s possession: (i) copies (or written summaries in the event of verbal contracts or engagements) of all environmental audits or studies, reports of soil borings tests, inspection reports prepared by any structural or mechanical engineer, or any other documents related to the environmental and/or soil conditions of/at the Property; (ii) copies of all licenses, permits, authorizations or approvals; (iii) copies of the most recent title insurance policies relative to the Property, if any; and (iv) any surveys, engineering and design plans with respect to on-site infrastructure (i.e. utility improvements) in City’s possession upon the execution hereof.

(c) Buyer shall have the right, if the foregoing inspection or documents, reveals a condition or state of facts which in Buyer’s reasonable opinion would materially interfere with Buyer’s intended development or use of the Property or adversely affects the desirability of the Property, to terminate this Agreement by written notice to City and Escrow Agent at any time during the Inspection Period and for ten (10) days thereafter. Upon receipt of such notice, all Parties shall be released from their obligations hereunder and Buyer shall deliver to City the originals and all copies of the items delivered to Buyer by City during the Inspection Period

including, without limitation, those items described in subsection 5(b) and all reports prepared pursuant to subsection 5(a).

**6. City's Obligations.**

(a) City shall:

- i. Cooperate with Buyer's efforts to obtain the subdivision approvals and to subdivide the Property as contemplated in Section 3;
- ii. Cooperate in approving Buyer's site plan and improvements (such site plan and improvements being at Buyer's expense), approving the Access Easement to the Property from Pearl Road for public ingress and egress and allowing other non-exclusive access for ingress and egress on existing or future publicly owned driveways/or accessways on City's adjacent lands bordering Pearl Road and for utilities including, but not limited to, storm and sanitary sewer, water, electric, gas and others (hereinafter referred to as the "**Utility Easements**") (note: except as provided in subsection (vi) below, Buyer is responsible for the cost of its own utility connections);
- iii. Provide signed copies of any required written easements shown on the final mutually agreeable site plan or otherwise required by this Agreement;
- iv. Cooperate with respect to any variances that are required for the construction and operation of the Facility;
- v. Cooperate with Buyer in obtaining the necessary approvals and permits in order to develop/construct and operate the Facility;
- vi. Deliver the Property at Closing in an otherwise construction ready condition such that the Property is buildable without extraordinary measures. Without limitation and except as provided in the Agreement, at City expense: the site shall be cleared free of debris; underground structures removed; with stable soils/geotechnical conditions for construction; any recognized environmental conditions and/or contamination remediated; have appropriate access to public roadways; and all utilities available at the Property line or upon the Property with any necessary easements or rights of way of same in place.

**7. Buyer's Obligations.**

(a) Buyer shall draft and provide mutually agreeable forms of (i) the Access Easement, and (ii) any needed Utility Easements as well as the previously noted easements and those required for the construction and operation of the Facility and including the Project Easements. The Parties contemplate that the Facility will include space for collections of current books, media, and other materials for circulation; public computers; high speed internet access available to the public; a homework center service and computer instruction; meeting room(s)

and quiet study space; and an early childhood play, learn and grow area and welcoming space for teens. The Facility will serve as a community public library consistent with Buyer's mission. The Facility will also include a connected Centers Facility initially for future interior build-out and use by **THE CENTERS FOR FAMILIES AND CHILDREN**, an Ohio non-profit corporation (the "**Centers**") pursuant to a lease with Buyer, provided prior concurrence to such agreement is obtained in writing from the City of Parma Heights.

(b) Buyer shall pay, or cause to be paid through public and private funds, the costs related to the development, construction and operation of the Facility, not, however, including any costs related to the items and improvements to be performed by the City to meet the requirements in Sections 3, 4 and 6 above.

**8. Closing.** (a) The transfer of the Property shall close within ten (10) business days after the Preconditions to Closing (as defined in Section 9 below) have been satisfied as determined by Buyer and City (the "**Closing Date**" or "**Closing**"). Buyer shall notify Escrow Agent when and if the Preconditions to Closing have been satisfied. The Parties may agree in writing to change the Closing Date to a mutually agreeable date. City shall execute and deliver the following items to the Escrow Agent no later than one (1) day prior to the Closing Date: (i) a warranty deed (the "**Deed**") in substantially the form of **Exhibit B** attached hereto which includes a conditional reversion right; (ii) a recordable satisfaction and release of any liens on the Property which are not Permitted Encumbrances; (iii) such affidavits and indemnities as are reasonably requested by the Title Company in order to delete the standard printed exceptions and otherwise enable the Title Policy to be issued; and (iv) an ordinance authorizing City to enter into this Agreement and to consummate the transactions contemplated hereunder, subject to the discretion of the City Council to enact said ordinance pursuant to the laws of the City of Parma Heights and the State of Ohio.

(b) The Deed shall contain a reservation or grant (as applicable) of the Project Easements and any easements and rights of way provided in this Agreement (if not otherwise contained in separate project easements to be recorded at Closing). The Deed shall also contain a reversionary right providing for the City to recover the Property upon the occurrence of the events shown in **Exhibit B**.

(c) This Agreement shall serve as joint escrow instructions to Escrow Agent. Escrow Agent may attach its standard terms which shall govern insofar as they do not conflict herewith.

(d) The Escrow Agent shall close the transaction by:

- i. Filing the Deed for record and any easements (including, but not limited to the Project Easements) required by this Agreement;
- ii. Charging the Parties for prorations and costs as provided herein; and
- iii. Disbursing the funds and delivering the documents (or fiscal officer's receipt) deposited with it as provided herein.

(e) Escrow Agent shall charge the following costs and expenses to Buyer on the Closing Date (the "**Closing Costs**"): (i) the premium to issue the Title Policy (ii) the cost of the Survey, if any; (iii) the fees for filing the Deed and Project Easements; (iv) the cost of any

applicable real estate transfer tax or conveyance fee, if any; (v) the cost of the title examination for the Property and the fee for issuance of the Title Commitment; and (vi) the escrow fee. Buyer shall deposit any amounts needed to satisfy the Closing Costs with the Escrow Agent on or prior to the Closing Date.

**9. Preconditions to Closing.** All of Buyer's obligations to Closing are conditioned on the following (the "**Preconditions to Closing**"):

- (a) Satisfaction of the title and Survey conditions as set forth in Section 4;
- (b) Satisfaction of the inspection conditions as set forth in Section 5;
- (c) Completion of the City's obligations in Section 6(a) to the extent required by Buyer prior to or at Closing;
- (d) The representations and warranties of City set forth in this Agreement shall be true and correct on the Closing Date;
- (e) Passage of a resolution by the Board of Trustees of Buyer authorizing the transactions contemplated by this Agreement;
- (f) As contemplated by Section 3, the filing by City of any required subdivision plat, to legally constitute the Property as a separate conveyable tax parcel and permit its conveyance to Buyer.

Unless the Preconditions to Closing are satisfied or have been waived in writing by Buyer no later than \_\_\_\_\_, this Agreement shall terminate upon written notice by Buyer to City and the Escrow Agent, and following such notice, neither Party shall have any further liability to the other as expressly provided in this Agreement.

**10. Preconditions to Construction of Facility.** The following are the preconditions to the commencement of construction of the Facility by Buyer (collectively, the "**Preconditions to Construction**"):

- (a) City, in cooperation with Buyer, and subject to the laws of the City of Parma Heights and the State of Ohio, shall ensure that the Property is zoned in compliance with the construction and operation of the Facility; and
- (b) Creation and recording of mutually agreeable easements and rights of way for any required utilities and ingress/egress affecting the Property including, but not limited to, the Project Easements and as provided in this Agreement.
- (c) Receipt of final site plan approvals and issuance of all other necessary permits and approvals.

Subject to funds availability and subject to Force Majeure events, Buyer shall commence construction within a reasonable time after closing and receiving written permits for the construction of the Facility, such reasonable time not to exceed six (6) months from the date the City grants a conditional use approval for the project.

**11. Signage.** City will ensure that Buyer's is permitted Buyer's standard signage for the Property at Pearl Road and access roads thereto with Buyer approved visibility to Pearl Road such as exits and entrances. City specifically authorizes Buyer to install an LED sign on Pearl Road in front of the access roads to the Facility provided the same otherwise meets all city laws, codes and ordinances and Buyer obtains proper City approvals. City and Buyer will work together in good faith to determine whether Buyer's LED sign can be accommodated effectively with adequate exposure by co-locating with City's LED sign.

**12. Compliance.** Buyer agrees to comply with all applicable federal, state and local laws, regulations and ordinances in connection with the construction of the Facility (subject to any variances granted by City), and the use, operation and maintenance thereof and otherwise in connection with the performance of their rights, duties and obligations pursuant to this Agreement. City agrees to cooperate with and support the Buyer's efforts to obtain all requisite permits and approvals in connection with the development and construction of the Facility.

**13. City's Representations and Warranties.** City represents, warrants and agrees that:

(a) It is a municipal corporation in full force and effect under the Constitution and laws of the State of Ohio.

(b) This Agreement is a valid and binding instrument enforceable against City in accordance with its terms.

(c) To the best of City's knowledge, it is not in violation of or in conflict with any provision of the laws of the State of Ohio which would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement.

(d) City has and will have full power and authority (i) to execute, deliver, observe and perform this Agreement, and (ii) to enter into, observe and perform the transactions contemplated in this Agreement.

(e) City is the sole owner of the Property, free and clear of all liens, claims, encumbrances, restrictive environmental covenants (including any institutional controls or restrictions on the use of the Property), and rights of others except for the Permitted Encumbrances, and will convey same to Buyer subject only to the Permitted Encumbrances. No party is in possession of the Property or any portion thereof, whether as a lessee or tenant at sufferance. There is no option to purchase, right of first refusal to purchase or agreement for the sale and purchase of the Property or any portion thereof to any person or entity, except for this Agreement.

(f) There is no action, suit, investigation, or proceeding pending, or to the knowledge of City, threatened against the Property or any portion thereof, in any court or by any federal, state, county or municipal department, commission, board, agency, or other governmental instrumentality.

(g) No unpaid improvements which might ripen into and form the basis of a mechanics' lien have been or will be made to the Property prior to the Closing Date.

All representations and warranties of City shall survive the execution and delivery of this Agreement.

**14. Buyer Representations and Warranties.** Buyer represents, warrants and agrees that:

(a) Buyer is a political subdivision in full force and effect under the Constitution and laws of the State of Ohio.

(b) This Agreement will be a valid and binding instrument enforceable against Buyer in accordance with its terms.

(c) Buyer is not in violation of or in conflict with any provision of the laws of the State of Ohio which would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement.

(d) Buyer has and will have full power and authority (i) to execute, deliver, observe and perform this Agreement, and (ii) to enter into, observe and perform the transactions contemplated in this Agreement.

All representations and warranties of Buyer shall survive the execution and delivery of this Agreement.

**15. Events of Default; Remedies.**

(a) Except as otherwise provided in this Agreement, in the event of breach of any terms or conditions of this Agreement by any Party, such Party shall, upon written notice from the other Party, proceed promptly to cure or remedy such breach, and, in any event, shall accomplish such cure or remedy within thirty days after receipt of such notice (or if such default is other than payment of money and is not amenable to cure within thirty days, shall commence to cure the default within thirty (30) days and thereafter diligently continue such cure to completion), unless such default is one that would harm the non-defaulting Party if the defaulting Party were allowed thirty (30) days to cure. In case such action is not taken within such time or in such manner, or the default or breach shall not be cured or remedied within such time, then the Party asserting breach may institute such proceedings at law or in equity as may be necessary or desirable in its opinion to remedy such breach.

(b) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided, or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to a Party by reason of the violation of any of the other Party's obligations hereunder. Forbearance by a party to enforce one or more of the remedies herein provided upon the occurrence of an event of default shall not be construed to constitute a waiver of such default.

(c) Except as otherwise provided herein, neither Party shall be considered in default of its obligations to be performed hereunder, if delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault, including but not limited to, acts of God or of the public enemy, acts of terrorism, acts of the Federal or state government, acts or delays of the other Party, fires, floods, unusually severe weather, epidemics, freight

embargoes, unavailability of materials, strikes, or delays of contractors, subcontractors or materialmen due to any of such causes; but not including lack of financing or financial capacity by City or Buyer (collectively, “**Force Majeure**”), it being the purpose and intent of this paragraph that in the event of the occurrence of any such delay, the time or times for performance of such obligations shall be extended for the period of the delay; provided, however, that the Party seeking the benefit of the provisions of this paragraph shall within fourteen (14) days after the beginning of such delay, notify the other Party in writing thereof and of the cause thereof and of the duration thereof, or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other Party in writing of the duration of the delay.

**16. Miscellaneous.**

(a) No Personal Liability. No covenant, obligation or agreement of any Party contained in this Agreement shall be deemed to be a covenant, obligation or agreement of any present or future officer or employee of City or Buyer. No officer or employee of either City or Buyer, including, but not limited to, the members of the City Council of City, any City official, the members of the Board of Trustees of Buyer or any employee of Buyer, shall be liable personally by reason of the covenants, obligations or agreements of either City or Buyer contained in this Agreement.

(b) Notices. All notices, requests, demands and other communications between the Parties required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and (i) deposited in the United States Mail by registered or certified mail, postage pre-paid, or (ii) sent by any nationally recognized courier delivery service, and addressed as follows:

If to City:

ATTN: Law Director  
City of Parma Heights  
6281 Pearl Road  
Parma Heights, Ohio 44130

If to Buyer:

Cuyahoga County Public Library  
2111 Snow Road  
Parma, Ohio 44134  
Attn: Operations Director/Fiscal Officer

With a copy to:

Brian J. Moore, Attorney  
Roetzel & Andress  
900 One Cleveland Center  
1375 East Ninth Street  
Cleveland, Ohio 44114

(c) Entire Agreement. All negotiations, representations and understandings between the Parties as to the subject of this Agreement are incorporated herein and may be modified or altered only by an agreement in writing signed by the Parties.

(d) Captions. The captions and headings in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement and are in no way to be construed as a part of this Agreement.

(e) Governing Law. This Agreement shall be governed exclusively by, and construed in accordance with, the laws of the State of Ohio.

(f) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon City, Buyer and their respective successors and assigns.

(g) Severability. If any provision in this Agreement or any portion thereof shall be invalid or unenforceable for any reason, such invalidity or lack of enforceability shall not affect the validity or enforceability of any provision or portion thereof.

(h) Time of Essence. Time is of the essence in the performance of each of the duties and obligations of the Parties hereunder.

(i) Public Announcements. The parties agree to coordinate all public announcements concerning the purchase and sale hereby evidenced and the commencement of construction of the Library upon the Property.

(j) Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, City and Buyer have caused this Agreement to be executed as of the Effective Date.

[signatures on next page]



**CITY OF PARMA HEIGHTS, OHIO**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form by the City Law Director  
of City of Parma Heights, Ohio

\_\_\_\_\_

Print Name: Mark A. Schneider

Date: \_\_\_\_\_

**CUYAHOGA COUNTY PUBLIC LIBRARY**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A-1**  
**PAGE 1 OF 2**

Page 1 of 2

**2.8713 ACRES**

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of a tract conveyed to City of Parma Heights (Grantor) by Deed Book Volume 9025, Page 312, Deed Book Volume 9044, Page 532, Deed Book Volume 8426, Page 666, Deed Book Volume 7667, Page 158, Deed Book Volume 9017, Page 178, Deed Book Volume 9717, Page 122, and Deed Book Volume 13687, Page 769 of said county records and bounded and described as follows:

**COMMENCING** at a monument box (found; empty) on the centerline of Pearl Road (U.S. 42; width varies), the south east corner of a parcel conveyed to Yorktown Corporation by known document, said point being referenced by centerline intersection of said Pearl Road (U.S. 42) and Ackley Boulevard (80 feet wide) North 41 degrees 50 minutes 04 seconds East, a distance of 290.84 feet; thence with the east line of said Yorktown Corporation parcel, North 0 degrees 21 minutes 55 seconds East a distance of 33.51 feet to a mag nail (set); thence with the east line of said Yorktown Corporation and a parcel conveyed to the City of Parma Heights by Instrument 201410020575, North 54 degrees 31 minutes 18 seconds West, passing over a 5/8 inch rebar with cap "GPD" (set) at 10.87 feet, a 5/8 inch rebar with cap "GPD" (set) at 27.97 feet, a total distance of 884.64 feet to a 5/8 inch rebar with cap "GPD" set; thence continuing with the east line of said City of Parma Heights (Inst. 201410020575), North 0 degrees 14 minutes 16 seconds East, a distance of 388.22 feet to a 5/8 inch rebar with cap "GPD" set on the south line of a parcel conveyed to City of Parma Heights by Deed Book Volume 42275, Page 50; thence with the south line of said City of Parma Heights (Deed Book Volume 42275, Page 50) and the south line of an unrecorded subdivision "Parma Heights Development Company's Eureka Park Subdivision No. 4", North 89 degrees 55 minutes 06 seconds East, passing a 5/8 inch rebar (found) at the southeast corner of Notabene Drive right of way (60 feet wide) at 248.71 feet, a total distance of 275.61 feet to a 5/8 inch rebar with cap "GPD" (set) being the **POINT OF BEGINNING** of the parcel herein described;

1. Thence continuing on the south line said unrecorded subdivision, **North 89 degrees 55 minutes 06 seconds East**, passing a 5/8 rebar (found) at 285.86 feet, a total distance of **327.33 feet** to a 3/4 inch rebar (found) at the southeast corner of a parcel conveyed to Jeffrey P. Yoby and Lisa L. Yoby by Instrument Number 200504290643 and the southwest corner of a parcel conveyed to Mehrabkhani Negar by Instrument Number 202205090151;

Thence with new lines through the Grantor's lands, the following ten (10) courses:

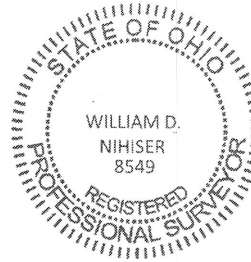
2. **South 42 degrees 08 minutes 38 seconds West** a distance of **229.92 feet** to a mag nail (set);
3. **South 18 degrees 22 minutes 17 seconds East**, a distance of **137.90 feet** to a mag nail (set);
4. **South 58 degrees 49 minutes 48 seconds West**, a distance of **86.55 feet** to a mag nail (set);
5. **South 73 degrees 26 minutes 51 seconds West**, a distance of **212.44 feet** to a 5/8 inch rebar with cap "GPD" (set);
6. **North 16 degrees 48 minutes 21 seconds West**, a distance of **226.00 feet** to a mag nail (set);
7. **South 72 degrees 14 minutes 40 seconds West**, a distance of **27.10 feet** to a mag nail (set);
8. **North 10 degrees 18 minutes 48 seconds West**, a distance of **84.10 feet** to a mag nail (set);
9. **North 11 degrees 53 minutes 01 seconds East**, a distance of **38.54 feet** to a mag nail (set);
10. **North 37 degrees 45 minutes 55 seconds East** a distance of **45.21 feet** to a mag nail (set);
11. **North 72 degrees 20 minutes 52 seconds East** a distance of **138.28 feet** to the **POINT OF BEGINNING**, containing 2.8713 acres, of which the present road occupies 0.0000 acres, and being part of Cuyahoga County Auditor's Parcel Numbers 471-17-027, 471-17-025, and 471-17-023.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

**EXHIBIT A-1**  
**PAGE 2 OF 2**

Page 2 of 2

This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in April 2024.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.  
dba GPD Group

A handwritten signature in black ink, appearing to read "W.D. Nihiser".

07/22/2024

William Douglas Nihiser, P.S.  
Ohio Professional Surveyor No. 8549

EXHIBIT A-2

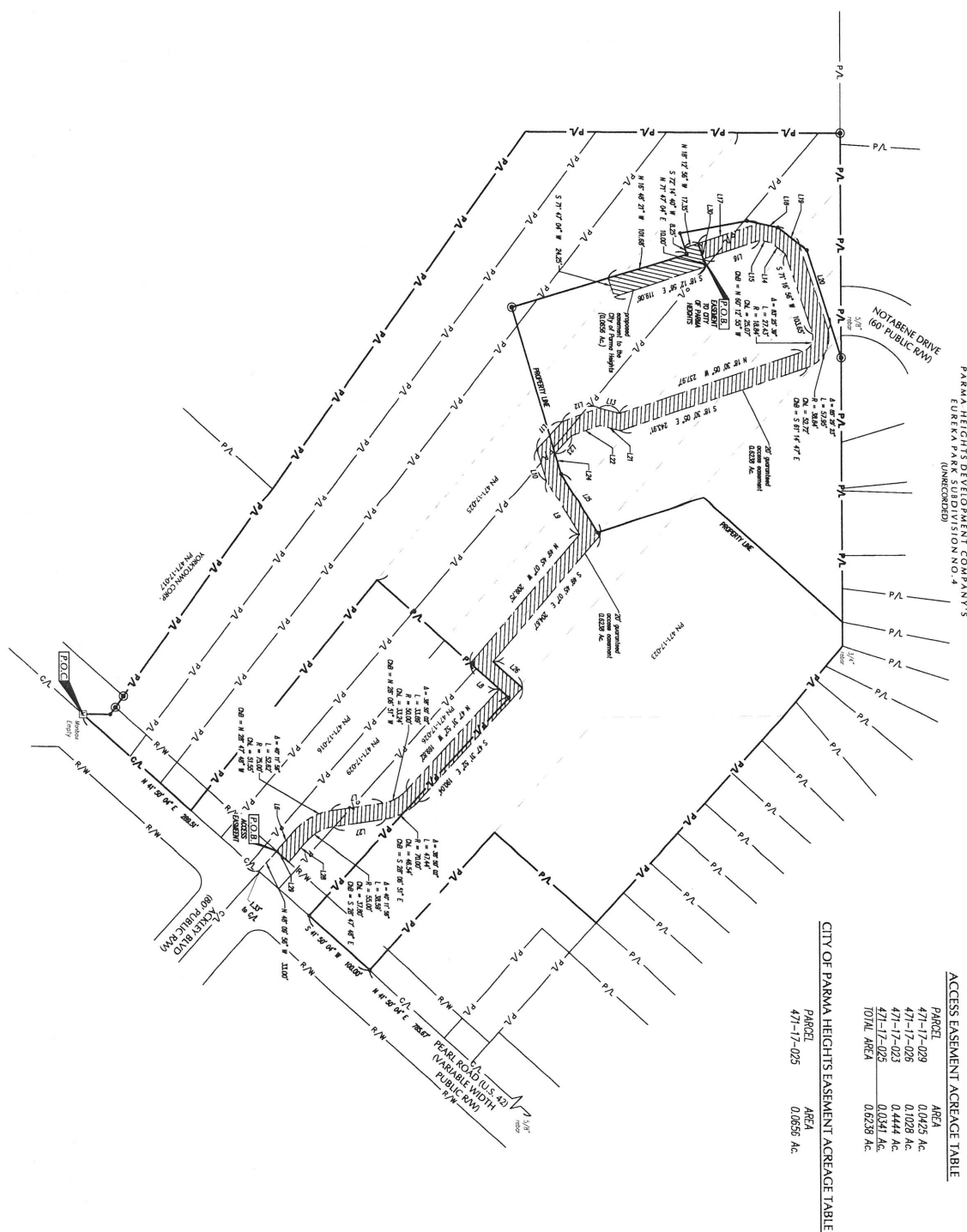
EASEMENT DETAIL



BASIS OF BEARING:  
 STATE PLANE COORDINATE SYSTEM  
 NAD 83  
 DATUM: NAD 83  
 PROJECTION: UTM  
 UNIT: METERS

EASEMENT LINE TABLE

LINE	LENGTH	BEARING
L1	11.000	N 89° 57' 00" W
L2	64.000	N 89° 57' 00" W
L3	42.000	S 89° 57' 00" W
L4	78.000	S 89° 57' 00" W
L5	40.000	S 89° 57' 00" W
L6	40.000	S 89° 57' 00" W
L7	40.000	S 89° 57' 00" W
L8	40.000	S 89° 57' 00" W
L9	40.000	S 89° 57' 00" W
L10	40.000	S 89° 57' 00" W
L11	40.000	S 89° 57' 00" W
L12	40.000	S 89° 57' 00" W
L13	40.000	S 89° 57' 00" W
L14	40.000	S 89° 57' 00" W
L15	40.000	S 89° 57' 00" W
L16	40.000	S 89° 57' 00" W
L17	40.000	S 89° 57' 00" W
L18	40.000	S 89° 57' 00" W
L19	40.000	S 89° 57' 00" W
L20	40.000	S 89° 57' 00" W
L21	40.000	S 89° 57' 00" W
L22	40.000	S 89° 57' 00" W
L23	40.000	S 89° 57' 00" W
L24	40.000	S 89° 57' 00" W
L25	40.000	S 89° 57' 00" W
L26	40.000	S 89° 57' 00" W
L27	40.000	S 89° 57' 00" W
L28	40.000	S 89° 57' 00" W
L29	40.000	S 89° 57' 00" W
L30	40.000	S 89° 57' 00" W



ACCESS EASEMENT AGREEMENT TABLE

PARCEL	AREA
471-17-029	0.0425 Ac.
471-17-026	0.1028 Ac.
471-17-023	0.4444 Ac.
471-17-025	0.0341 Ac.
TOTAL AREA	0.6238 Ac.

CITY OF PARMA HEIGHTS EASEMENT AGREEMENT TABLE

PARCEL	AREA
471-17-025	0.0656 Ac.

C.C.P.L.  
 6200 PEARL ROAD,  
 PARMA HEIGHTS, OHIO 44130

REVISIONS	
DATE	
BY	
DESCRIPTION	
REVISION NUMBER	
DATE	
BY	
DESCRIPTION	

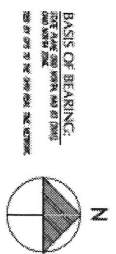
DATE: 2023107 01

2 OF 2



EXHIBIT A-3  
PAGE 1 OF 3

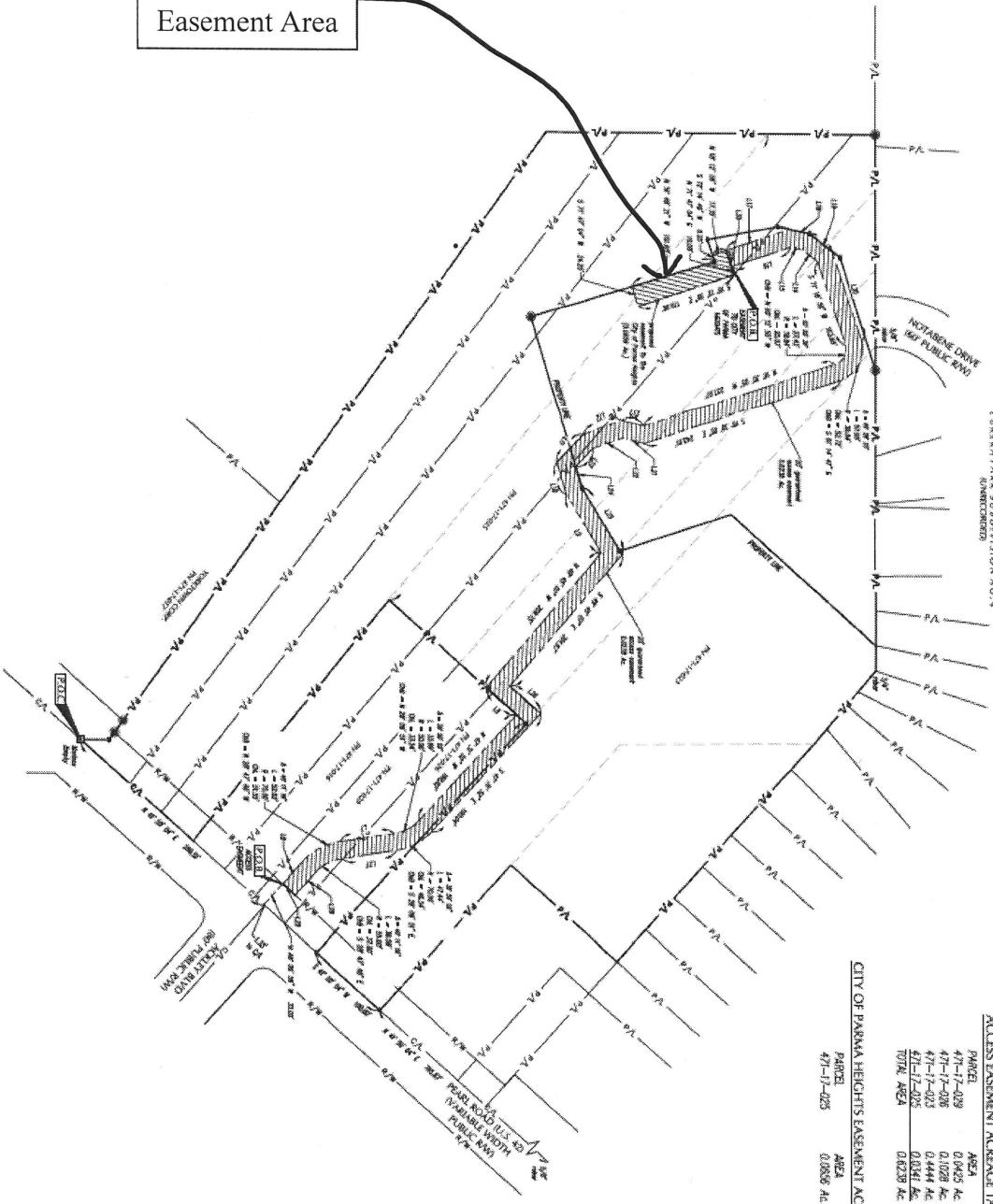
EASEMENT DETAIL



EASEMENT LINE TABLE

LINE	DESCRIPTION
01	100.00' 0.00000000
02	100.00' 0.00000000
03	100.00' 0.00000000
04	100.00' 0.00000000
05	100.00' 0.00000000
06	100.00' 0.00000000
07	100.00' 0.00000000
08	100.00' 0.00000000
09	100.00' 0.00000000
10	100.00' 0.00000000
11	100.00' 0.00000000
12	100.00' 0.00000000
13	100.00' 0.00000000
14	100.00' 0.00000000
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25	100.00' 0.00000000
26	100.00' 0.00000000
27	100.00' 0.00000000
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29	100.00' 0.00000000
30	100.00' 0.00000000
31	100.00' 0.00000000
32	100.00' 0.00000000
33	100.00' 0.00000000
34	100.00' 0.00000000
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38	100.00' 0.00000000
39	100.00' 0.00000000
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41	100.00' 0.00000000
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76	100.00' 0.00000000
77	100.00' 0.00000000
78	100.00' 0.00000000
79	100.00' 0.00000000
80	100.00' 0.00000000
81	100.00' 0.00000000
82	100.00' 0.00000000
83	100.00' 0.00000000
84	100.00' 0.00000000
85	100.00' 0.00000000
86	100.00' 0.00000000
87	100.00' 0.00000000
88	100.00' 0.00000000
89	100.00' 0.00000000
90	100.00' 0.00000000
91	100.00' 0.00000000
92	100.00' 0.00000000
93	100.00' 0.00000000
94	100.00' 0.00000000
95	100.00' 0.00000000
96	100.00' 0.00000000
97	100.00' 0.00000000
98	100.00' 0.00000000
99	100.00' 0.00000000
100	100.00' 0.00000000

Cell Tower  
Easement Area



ACCESS EASEMENT ACRES TABLE

PARCEL	AREA
47-17-009	0.0453 Ac.
47-17-008	0.1020 Ac.
47-17-025	0.4444 Ac.
47-17-025	0.0341 Ac.
TOTAL AREA	0.6258 Ac.

CITY OF PARMA HEIGHTS EASEMENT ACRES TABLE

PARCEL	AREA
47-17-025	0.6258 Ac.

C.C.P.  
6200 PEARL ROAD,  
PARMA HEIGHTS, OHIO 44130

REV.	DATE	DESCRIPTION

2 OF  
2023107



**EXHIBIT A-3**  
**PAGE 2 OF 3**

Page 1 of 2

**EASEMENT**  
**0.0656 ACRES**

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of a tract conveyed to City of Parma Heights (Grantor) by Deed Book Volume 9025, Page 312, Deed Book Volume 9044, Page 532, Deed Book Volume 8426, Page 666, Deed Book Volume 7667, Page 158, Deed Book Volume 9017, Page 178, Deed Book Volume 9717, Page 122, Deed Book Volume 13687, Page 769, Deed Book Volume 12196, Page 311, and Deed Book Volume 14428, Page 101 of said county records and bounded and described as follows:

**COMMENCING** at a monument box (found; empty) on the centerline of Pearl Road (U.S. 42; width varies), and the south east corner of a parcel conveyed to Yorktown Corporation by unknown document; thence on the centerline of said Pearl Road (U.S. 42), North 41 degrees 50 minutes 04 seconds East, a distance of 289.51 feet to a point being referenced by the centerline intersection of said Pearl Road and Ackley Boulevard (80 feet) North 41 degrees 50 minutes 04 seconds East, a distance of 1.33 feet; thence North 48 degrees 09 minutes 56 seconds West a distance of 33.00 feet to a point on the west right of way line of said Pearl Road; thence North 48 degrees 53 minutes 46 seconds West a distance of 33.66 feet to a point; thence Northwesterly, on a curve deflecting to the right, having a central angle of 40 degrees 11 minutes 56 seconds, a radius of 75.00 feet, an arc distance of 52.62 feet and a chord that bears North 28 degrees 47 minutes 48 seconds West, a distance of 51.55 feet to a point; thence North 8 degrees 41 minutes 50 seconds West, a distance of 64.34 feet to a point; thence Northwesterly, on a curve deflecting to the left, having a central angle of 38 degrees 50 minutes 02 seconds, a radius of 50.00 feet, an arc distance of 33.89 feet and a chord that bears North 28 degrees 06 minutes 51 seconds West, a distance of 33.24 feet to a point; thence North 47 degrees 31 minutes 52 seconds West, a distance of 169.82 feet to a point; thence South 41 degrees 50 minutes 04 seconds West, a distance of 47.60 feet to a point; thence North 49 degrees 45 minutes 07 seconds West, a distance of 209.75 feet to a point; thence South 58 degrees 49 minutes 48 seconds West a distance of 79.65 feet to a point; thence South 73 degrees 26 minutes 51 seconds West a distance of 40.13 feet to a point; thence North 47 degrees 04 minutes 12 seconds West, a distance of 46.14 feet to a point; thence North 19 degrees 56 minutes 19 seconds West, a distance of 48.44 feet to a point; thence North 14 degrees 32 minutes 38 seconds East, a distance of 26.08 feet to a point; thence North 18 degrees 30 minutes 05 seconds West, a distance of 237.97 feet to a point; thence Northwesterly, on a curve deflecting to the left, having a central angle of 83 degrees 25 minutes 39 seconds, a radius of 18.84 feet, an arc distance of 27.43 feet and a chord that bears North 60 degrees 12 minutes 55 seconds West, a distance of 25.07 feet to a point; thence South 71 degrees 16 minutes 56 seconds West, a distance of 103.65 feet to a point; thence South 37 degrees 45 minutes 55 seconds West, a distance of 22.51 feet to a point; thence South 11 degrees 53 minutes 01 seconds West, a distance of 14.04 feet to a point; thence South 18 degrees 12 minutes 56 seconds East, a distance of 73.29 feet to a point; thence North 14 degrees 32 minutes 38 seconds East, a distance of 26.08 feet to a point being the **POINT OF BEGINNING** of the parcel herein described;

Thence with new lines through the Grantor's lands, the following five (5) courses:

1. **North 71 degrees 47 minutes 04 seconds East**, a distance of **10.00 feet** to a point;
  2. **South 18 degrees 12 minutes 56 seconds East**, a distance of **119.06 feet** to a point;
  3. **South 71 degrees 47 minutes 04 seconds West**, a distance of **24.25 feet** to a point;
  4. **North 16 degrees 48 minutes 21 seconds West**, a distance of **101.68 feet** to a point;
  5. **South 72 degrees 14 minutes 04 seconds West**, a distance of **8.25 feet** to a point;
  6. **North 18 degrees 12 minutes 56 seconds West**, a distance of **17.35 feet** to a point
5. **North 71 degrees 47 minutes 04 seconds East**, a distance of **20.00 feet** to the **POINT OF BEGINNING**, containing 0.0656 acres, and being part of Cuyahoga County Auditor's Parcel Numbers 471-17-025.

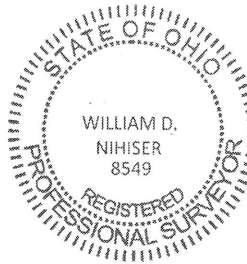
The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

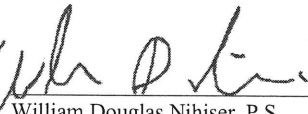
**EXHIBIT A-3  
PAGE 3 OF 3**

Page 2 of 2

This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in May 2024.

Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.  
dba GPD Group



  
07/22/2024  
William Douglas Nihiser, P.S.  
Ohio Professional Surveyor No. 8549





**EXHIBIT A-4  
PAGE 2 OF 4**



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Akron, OH 44311  
330.572.2100 Fax 330.572.2101  
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**CITY OF  
PARMA HEIGHTS**  
6200 PEARL ROAD  
PARMA HEIGHTS, OHIO

Referenced Drawing: 2023107.01  
Date: 07/17/2024

ADD / PR / ASI / RFI #: #  
Sketch #: 2 of 2

**EASEMENT LINE TABLE**

LINE		
LINE	LENGTH	DIRECTION
L1	26.89	N 89° 55' 06" E
L2	43.22	S 72° 20' 52" W
L3	82.18	S 48° 18' 04" E
L4	21.09	S 22° 13' 48" E
L5	10.00	N 67° 46' 12" E
L6	20.00	S 22° 13' 48" E
L7	10.00	S 67° 46' 12" W
L8	112.57	S 22° 13' 48" E
L9	134.40	S 68° 04' 52" E
L10	42.89	S 18° 22' 17" E
L11	40.21	S 58° 49' 48" W
L12	18.34	N 48° 37' 07" W
L13	35.21	N 41° 22' 53" E
L14	16.21	N 48° 02' 10" W
L15	125.65	N 68° 04' 52" W
L16	157.49	N 22° 13' 48" W
L17	89.40	N 48° 18' 04" W
L18	23.25	N 72° 20' 52" E

**LEGEND:**

- EXISTING IRON PIN FOUND AS NOTED
- ⊙ EXISTING CAPPED IRON PIN FOUND AS NOTED
- ⊗ EXISTING IRON PIPE FOUND AS NOTED
- EXISTING MAG NAIL FOUND AS NOTED
- Ⓜ EXISTING MONUMENT BOX FOUND AS NOTED
- ⦿ 5/8" x 30" REBAR WITH CAP "GPD" FOUND
- MAG NAIL found
- Ⓜ EXISTING WATER METER
- ⊕ EXISTING HYDRANT
- ⊕ EXISTING WATER VALVE
- W - EXISTING UNDERGROUND WATER LINE
- P/L - EXISTING PROPERTY LINE
- R/W - EXISTING RIGHT OF WAY LINE
- C/L - EXISTING CENTER LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

**BASIS OF BEARING:**

STATE PLANE GRID NORTH, NAD 83 (2011),  
OHIO NORTH ZONE.

TIED BY GPS TO THE OHIO REAL TIME NETWORK

**EXHIBIT A-4  
PAGE 3 OF 4**

Page 1 of 2

**WATER LINE EASEMENT  
0.2090 ACRES**

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of Parcel "B" of the Lot Split and Consolidation Plat recorded by Instrument Number \_\_\_\_\_ as conveyed to City of Parma Heights (Grantor) by Instrument Number \_\_\_\_\_, of said county records and bounded and described as follows:

**COMMENCING** at a 5/8 inch rebar (found) at the southeast corner of Notabene Drive (right of way 60 feet wide) and the southwest corner of subplot 659 of an unrecorded subdivision "Parma Heights Development Company's Eureka Park Subdivision No. 4", thence North 89 degrees 55 minutes 06 seconds East, on the south line of said subplot 659 and the south line of said "Parma Heights Development Company's Eureka Park Subdivision No. 4" a distance of 26.89 feet to a 5/8 inch rebar with cap "GPD" (found) at a northwest corner of said Parcel B; thence South 72 degrees 20 minutes 52 seconds West, on the north line of said Parcel "B" a distance of 43.22 feet to a point and being the **POINT OF BEGINNING** of the parcel herein described;

Thence with new lines through the Grantor's lands, the following seven (7) courses:

1. **South 48 degrees 18 minutes 04 seconds East**, a distance of **82.18 feet** to a point;
2. **South 22 degrees 13 minutes 48 seconds East** a distance of **21.09 feet** to a point;
3. **North 67 degrees 46 minutes 12 seconds East**, a distance of **10.00 feet** to a point;
4. **South 22 degrees 13 minutes 48 seconds East** a distance of **20.00 feet** to a point;
5. **South 67 degrees 46 minutes 12 seconds West**, a distance of **10.00 feet** to a point;
6. **South 22 degrees 13 minutes 48 seconds East** a distance of **112.57 feet** to a point;
7. **South 68 degrees 04 minutes 52 seconds East** a distance of **134.40 feet** to a point to a point on an east line of said Parcel "B" of the Lot Split and Consolidation Plat;
8. **South 18 degrees 22 minutes 17 seconds East**, on an east line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **42.89 feet** to a mag nail (found);
9. **South 58 degrees 49 minutes 48 seconds West**, on a south line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **40.21 feet** to a point;

Thence with new lines through the Grantor's lands, the following six (6) courses:

10. **North 48 degrees 37 minutes 07 seconds West**, a distance of **18.34 feet** to a point;
11. **North 41 degrees 22 minutes 53 seconds East**, a distance of **35.21 feet** to a point;
12. **North 48 degrees 02 minutes 10 seconds West**, a distance of **16.21 feet** to a point;
13. **North 68 degrees 04 minutes 52 seconds West**, a distance of **125.65 feet** to a point;
14. **North 22 degrees 13 minutes 48 seconds West**, a distance of **157.49 feet** to a point;
15. **North 48 degrees 18 minutes 04 seconds West**, a distance of **89.40 feet** to a point on a north line of said Parcel "B" of the Lot Split and Consolidation Plat;
16. **North 72 degrees 20 minutes 52 seconds East**, on a north line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **23.25 feet** to the **POINT OF BEGINNING**, containing 0.2090 acres, and being part of Cuyahoga County Auditor's Parcel Number 471-17-\_\_\_\_\_.

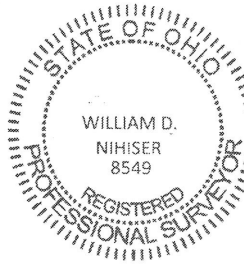
**EXHIBIT A-4**  
**PAGE 4 OF 4**

Page 2 of 2

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in July 2024.

Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.  
dba GPD Group



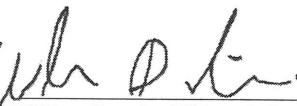
  
07/22/2024  
William Douglas Nihiser, P.S.  
Ohio Professional Surveyor No. 8549

EXHIBIT A-5  
PAGE 1 OF 4



**GPD GROUP<sup>®</sup>**  
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CITY OF  
PARMA HEIGHTS  
6200 PEARL ROAD  
PARMA HEIGHTS, OHIO

Referenced Drawing:  
2023107.01  
Date:  
07/17/2024

ADD / PR / ASI / RFL #:  
#  
Sketch #:  
1 of 2

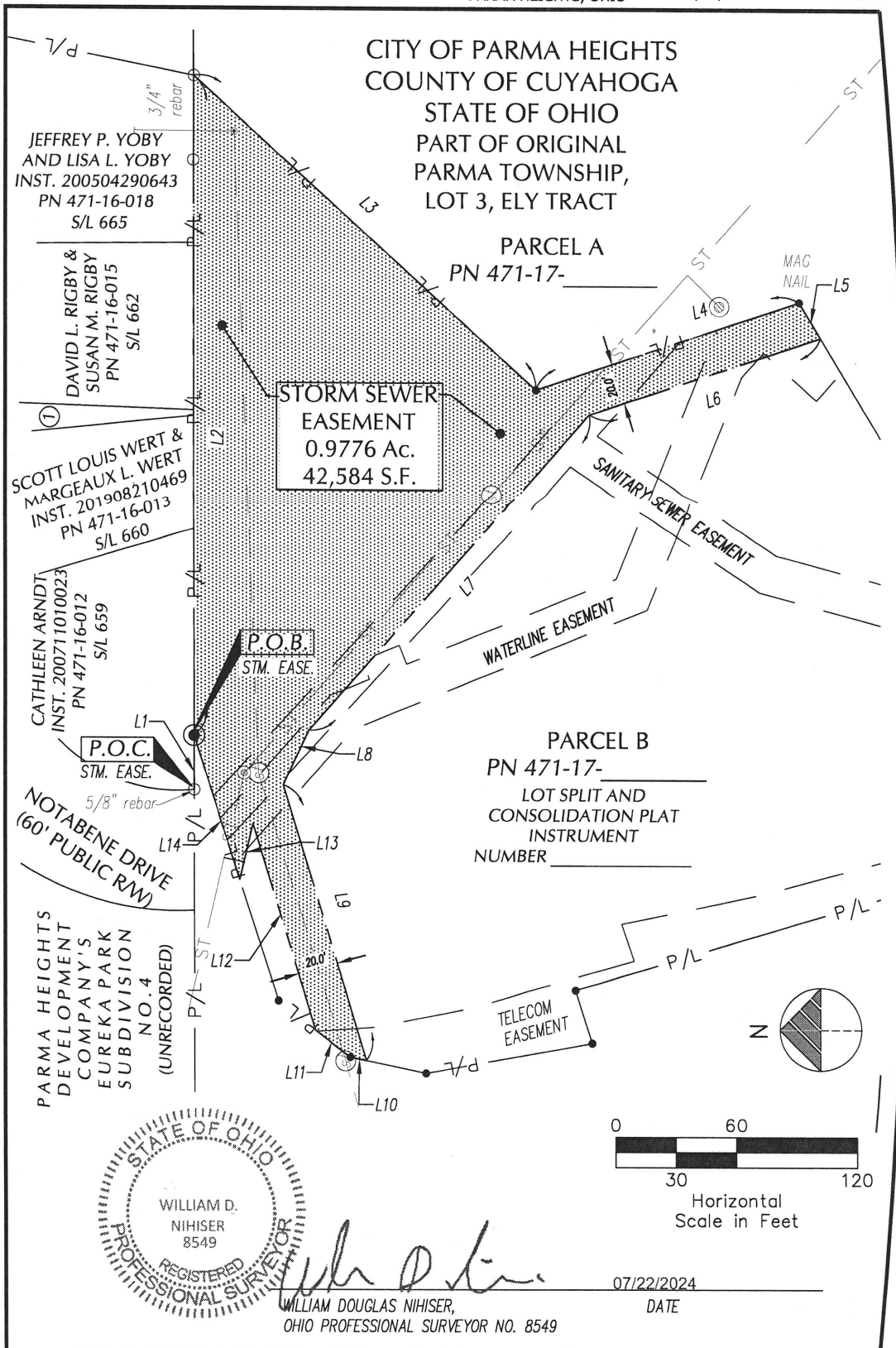


EXHIBIT A-5  
PAGE 2 OF 4



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CITY OF  
PARMA HEIGHTS  
6200 PEARL ROAD  
PARMA HEIGHTS, OHIO

Referenced Drawing:  
2023107.01  
Date:  
07/17/2024

ADD / PR / ASI / RFI #:  
#  
Sketch #:  
2 of 2

**BASIS OF BEARING:**

STATE PLANE GRID NORTH, NAD 83 (2011),  
OHIO NORTH ZONE.

TIED BY GPS TO THE OHIO REAL TIME NETWORK.

**EASEMENT LINE TABLE**

LINE		
LINE	LENGTH	DIRECTION
L1	26.89	N 89° 55' 06" E
L2	327.33	N 89° 55' 06" E
L3	229.92	S 42° 08' 38" W
L4	137.90	S 18° 22' 17" E
L5	20.51	S 58° 49' 48" W
L6	120.88	N 18° 22' 17" W
L7	210.99	N 48° 32' 28" W
L8	29.87	N 64° 50' 02" W
L9	142.97	S 73° 11' 20" W
L10	8.25	N 11° 53' 01" E
L11	22.02	N 37° 45' 55" E
L12	106.92	N 73° 11' 20" E
L13	28.66	N 76° 43' 52" W
L14	75.05	N 72° 20' 52" E

**LEGEND:**

- EXISTING IRON PIN FOUND AS NOTED
- ⊙ EXISTING CAPPED IRON PIN FOUND AS NOTED
- ⊗ EXISTING IRON PIPE FOUND AS NOTED
- EXISTING MAG NAIL FOUND AS NOTED
- Ⓜ EXISTING MONUMENT BOX FOUND AS NOTED
- 5/8" x 30" REBAR WITH CAP "GPD" FOUND
- MAG NAIL FOUND
- Ⓢ EXISTING STORM MANHOLE
- Ⓢ EXISTING ROUND CATCH BASIN
- ST - EXISTING UNDERGROUND STORM LINE
- P/L - EXISTING PROPERTY LINE
- R/W - EXISTING RIGHT OF WAY LINE
- C/L - EXISTING CENTER LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- REC RECORD INFORMATION

**PARCEL LEGEND**

- ① DAVID L. RIGBY AND  
SUSAN M. RIGBY  
PN 471-16-014  
S/L 661

**EXHIBIT A-5  
PAGE 3 OF 4**

Page 1 of 2

**STORM SEWER EASEMENT  
0.9776 ACRES**

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of Parcel "B" of the Lot Split and Consolidation Plat recorded by Instrument Number \_\_\_\_\_ as conveyed to City of Parma Heights (Grantor) by Instrument Number \_\_\_\_\_, of said county records and bounded and described as follows:

**COMMENCING** at a 5/8 inch rebar (found) at the southeast corner of Notabene Drive (right of way 60 feet wide) and the southwest corner of subplot 659 of an unrecorded subdivision "Parma Heights Development Company's Eureka Park Subdivision No. 4", thence North 89 degrees 55 minutes 06 seconds East, on the south line of said subplot 659 and the south line of said "Parma Heights Development Company's Eureka Park Subdivision No. 4", a distance of 26.89 feet to a 5/8 inch rebar with cap "GPD" (found) at a northwest corner of said Parcel B and being the **POINT OF BEGINNING** of the parcel herein described;

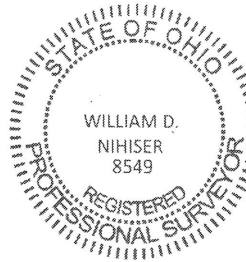
1. Thence continuing **North 89 degrees 55 minutes 06 seconds East**, on the south line of said subplot 659, subplot 660, subplot 661, subplot 662, subplot 665 of said "Parma Heights Development Company's Eureka Park Subdivision No. 4" and the north line of said Parcel B, a distance of **327.33 feet** to a 3/4 inch rebar (found) at the southeast corner of subplot 665 and the northeast corner of said Parcel B;
2. **South 42 degrees 08 minutes 38 seconds West**, on an east line of said Parcel B, a distance of **229.92 feet** to a mag nail (found);
3. **South 18 degrees 22 minutes 17 seconds East**, on an east line of said Parcel B, a distance of **137.90 feet** to a mag nail (found);
4. **South 58 degrees 49 minutes 48 seconds West**, on a south line of said Parcel B, a distance of **20.51 feet** to a point;
5. **North 18 degrees 22 minutes 17 seconds West**, through said Parcel B, a distance of **120.88 feet** to a point;
6. **North 48 degrees 32 minutes 28 seconds West**, through said Parcel B, a distance of **210.99 feet** to a point;
7. **North 64 degrees 50 minutes 02 seconds West**, through said Parcel B, a distance of **29.87 feet** to a point;
8. **South 73 degrees 11 minutes 20 seconds West**, through said Parcel B, a distance of **142.97 feet** to a point on a west line of said Parcel "B" of the Lot Split and Consolidation Plat;
9. **North 11 degrees 53 minutes 01 seconds East**, on a west line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **8.25 feet** to a 5/8 inch "Mag Nail" (found);
10. **North 37 degrees 44 minutes 55 seconds East**, on a west line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **22.02 feet** to a point;
11. **North 73 degrees 11 minutes 20 seconds East**, through said Parcel B, a distance of **106.92 feet** to a point;
12. **North 76 degrees 43 minutes 52 seconds West**, through said Parcel B, a distance of **28.66 feet** to a point on a north line of said Parcel "B" of the Lot Split and Consolidation Plat;
13. **North 72 degrees 20 minutes 52 seconds East**, on a north line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **75.05 feet** to the **POINT OF BEGINNING**, containing 0.9776 acres, and being part of Cuyahoga County Auditor's Parcel Number 471-17-\_\_\_\_\_.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

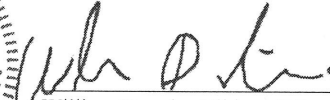
**EXHIBIT A-5**  
**PAGE 4 OF 4**

Page 2 of 2

This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in July 2024.



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07/22/2024

William Douglas Nihiser, P.S.  
Ohio Professional Surveyor No. 8549



EXHIBIT A-6  
PAGE 1 OF 4



CITY OF  
PARMA HEIGHTS  
6200 PEARL ROAD  
PARMA HEIGHTS, OHIO

Referenced Drawing: 2023107.01  
ADD / PR / ASI / RFI #: #  
Date: 07/17/2024  
Sketch #: 1 of 2

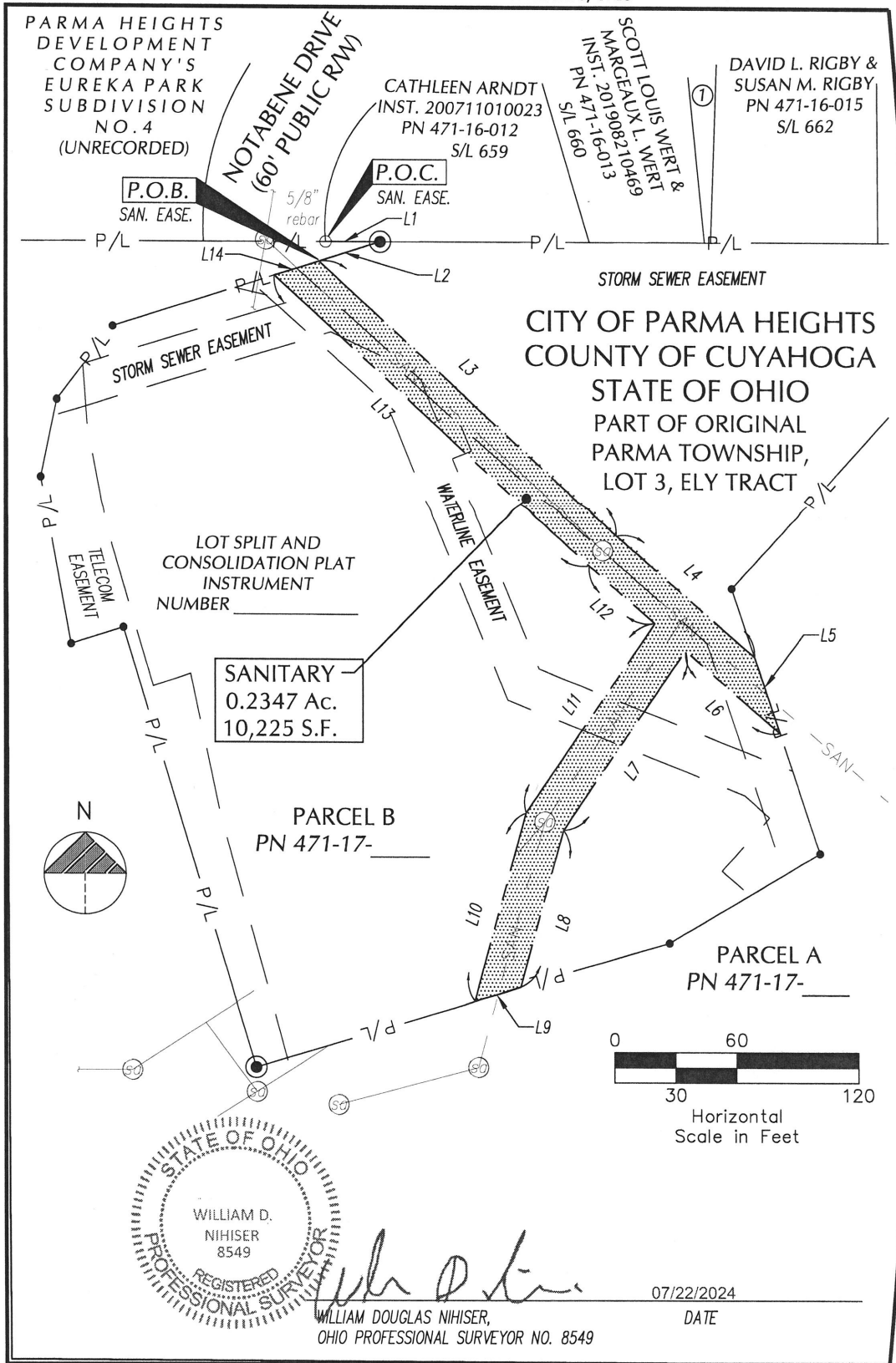


EXHIBIT A-6  
PAGE 2 OF 4



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CITY OF  
PARMA HEIGHTS  
6200 PEARL ROAD  
PARMA HEIGHTS, OHIO

Referenced Drawing:  
2023107.01  
Date:  
07/17/2024

ADD / PR / ASI / RFI #:  
#  
Sketch #:  
2 of 2

**BASIS OF BEARING:**

STATE PLANE GRID NORTH, NAD 83 (2011),  
OHIO NORTH ZONE.

TIED BY GPS TO THE OHIO REAL TIME NETWORK.

**EASEMENT LINE TABLE**

LINE		
LINE	LENGTH	DIRECTION
L1	26.89	N 89° 55' 06" E
L2	31.63	S 72° 20' 52" W
L3	198.78	S 47° 28' 02" E
L4	90.63	S 48° 35' 23" E
L5	39.74	S 18° 22' 17" E
L6	61.92	N 48° 35' 23" W
L7	107.27	S 34° 02' 51" W
L8	80.70	S 15° 09' 52" W
L9	23.51	S 73° 26' 51" W
L10	96.39	N 15° 09' 52" E
L11	113.18	N 34° 02' 51" E
L12	43.08	N 48° 35' 23" W
L13	210.44	N 47° 28' 02" W
L14	23.05	N 72° 20' 52" E

**LEGEND:**

- EXISTING IRON PIN FOUND AS NOTED
- ⊙ EXISTING CAPPED IRON PIN FOUND AS NOTED
- ⊙ EXISTING IRON PIPE FOUND AS NOTED
- EXISTING MAG NAIL FOUND AS NOTED
- Ⓜ EXISTING MONUMENT BOX FOUND AS NOTED
- 5/8" x 30" REBAR WITH CAP "GPD" FOUND
- MAG NAIL FOUND
- Ⓢ EXISTING SANITARY MANHOLE
- P/L - EXISTING PROPERTY LINE
- R/W - EXISTING RIGHT OF WAY LINE
- C/L - EXISTING CENTER LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- REC RECORD INFORMATION

**EXHIBIT A-6  
PAGE 3 OF 4**

Page 1 of 2

**SANITARY SEWER EASEMENT  
0.2347 ACRES**

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of Parcel "B" of the Lot Split and Consolidation Plat recorded by Instrument Number \_\_\_\_\_ as conveyed to City of Parma Heights (Grantor) by Instrument Number \_\_\_\_\_, of said county records and bounded and described as follows:

**COMMENCING** at a 5/8 inch rebar (found) at the southeast corner of Notabene Drive (right of way 60 feet wide) and the southwest corner of subplot 659 of an unrecorded subdivision "Parma Heights Development Company's Eureka Park Subdivision No. 4", thence North 89 degrees 55 minutes 06 seconds East, on the south line of said subplot 659 and the south line of said "Parma Heights Development Company's Eureka Park Subdivision No. 4" a distance of 26.89 feet to a 5/8 inch rebar with cap "GPD" (found) at a northwest corner of said Parcel B; thence South 72 degrees 20 minutes 52 seconds West, on the north line of said Parcel "B" a distance of 31.63 feet to a point and being the **POINT OF BEGINNING** of the parcel herein described;

Thence with new lines through the Grantor's lands, the following twelve (12) courses:

1. **South 47 degrees 28 minutes 02 seconds East**, a distance of **198.78 feet** to a point;
2. **South 48 degrees 35 minutes 23 seconds East** a distance of **90.63 feet** to a point on an east line of said Parcel "B" of the Lot Split and Consolidation Plat;
3. **South 18 degrees 22 minutes 17 seconds East**, on an east line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **39.74 feet** to a point;
4. **North 48 degrees 35 minutes 23 seconds West**, a distance of **61.92 feet** to a point;
5. **South 34 degrees 02 minutes 51 seconds West**, a distance of **107.27 feet** to a point;
6. **South 15 degrees 09 minutes 52 seconds West** a distance of **80.70 feet** to a point on a south line of said Parcel "B" of the Lot Split and Consolidation Plat;
7. **South 73 degrees 26 minutes 51 seconds West**, on a south line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **23.51 feet** to a point;
8. **North 15 degrees 09 minutes 52 seconds East**, a distance of **96.39 feet** to point;
9. **North 34 degrees 02 minutes 51 seconds East**, a distance of **113.18 feet** to a point;
10. **North 48 degrees 35 minutes 23 seconds West**, a distance of **43.08 feet** to a point;
11. **North 47 degrees 28 minutes 02 seconds West**, a distance of **210.44 feet** to a point on a north line of said Parcel "B" of the Lot Split and Consolidation Plat;
12. **North 72 degrees 20 minutes 52 seconds East**, on a north line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **23.05 feet** to the **POINT OF BEGINNING**, containing 0.2347 acres, and being part of Cuyahoga County Auditor's Parcel Number 471-17-\_\_\_\_\_.

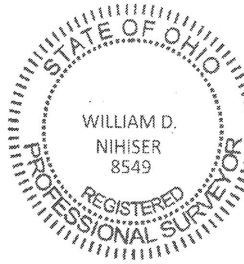
The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

**EXHIBIT A-6**  
**PAGE 4 OF 4**

Page 2 of 2

This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in June 2024.

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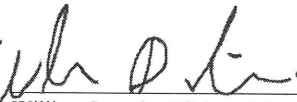
  
07/22/2024  
William Douglas Nihiser, P.S.  
Ohio Professional Surveyor No. 8549

EXHIBIT A-7  
PAGE 1 OF 4

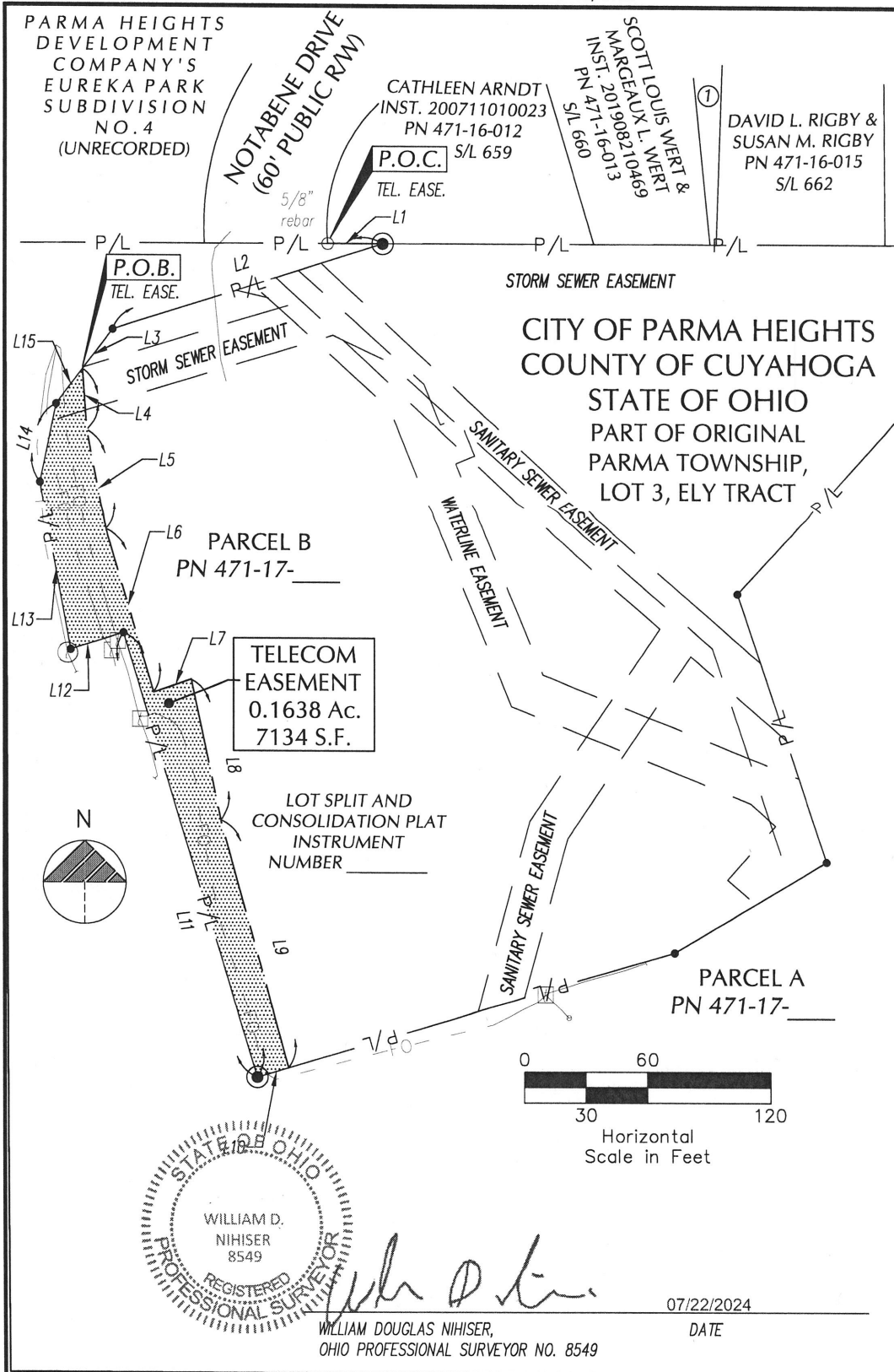


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CITY OF  
PARMA HEIGHTS  
6200 PEARL ROAD  
PARMA HEIGHTS, OHIO

Referenced Drawing: 2023107.01  
Date: 07/17/2024

ADD / PR / ASI / RFI #: #  
Sketch #: 1 of 2



**EXHIBIT A-7  
PAGE 2 OF 4**



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**CITY OF  
PARMA HEIGHTS  
6200 PEARL ROAD  
PARMA HEIGHTS, OHIO**

Referenced Drawing:  
2023107.01

Date:  
07/17/2024

ADD / PR / ASI / RFI #:  
#

Sketch #:  
2 of 2

**EASEMENT LINE TABLE**

LINE		
LINE	LENGTH	DIRECTION
L1	26.89	N 89° 55' 06" E
L2	138.28	S 72° 20' 52" W
L3	24.14	S 37° 45' 55" W
L4	29.40	S 4° 05' 37" E
L5	49.65	S 10° 58' 17" E
L6	83.14	S 16° 11' 42" E
L7	19.39	N 71° 23' 46" E
L8	69.65	S 12° 00' 22" E
L9	125.23	S 15° 16' 31" E
L10	15.88	S 73° 26' 51" W
L11	226.00	N 16° 48' 21" W
L12	27.10	S 72° 14' 40" W
L13	84.10	N 10° 18' 48" W
L14	38.54	N 11° 53' 01" E
L15	21.06	N 37° 45' 55" E

**LEGEND:**

- EXISTING IRON PIN FOUND AS NOTED
- ⊙ EXISTING CAPPED IRON PIN FOUND AS NOTED
- ⊗ EXISTING IRON PIPE FOUND AS NOTED
- EXISTING MAG NAIL FOUND AS NOTED
- Ⓜ EXISTING MONUMENT BOX FOUND AS NOTED
- 5/8" x 30" REBAR WITH CAP "GPD" FOUND
- MAG NAIL FOUND
- Ⓩ EXISTING TELEPHONE BOX
- FO - EXISTING UNDERGROUND FIBER OPTIC LINE
- T - EXISTING UNDERGROUND TELEPHONE LINE
- P/L - EXISTING PROPERTY LINE
- R/W - EXISTING RIGHT OF WAY LINE
- C/L - EXISTING CENTER LINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

**BASIS OF BEARING:**

STATE PLANE GRID NORTH, NAD 83 (2011),  
OHIO NORTH ZONE.

TIED BY GPS TO THE OHIO REAL TIME NETWORK

**EXHIBIT A-7**  
**PAGE 3 OF 4**

Page 1 of 2

**TELECOM EASEMENT**  
**0.1638 ACRES**

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of Parcel "B" of the Lot Split and Consolidation Plat recorded by Instrument Number \_\_\_\_\_ as conveyed to City of Parma Heights (Grantor) by Instrument Number \_\_\_\_\_, of said county records and bounded and described as follows:

**COMMENCING** at a 5/8 inch rebar (found) at the southeast corner of Notabene Drive (right of way 60 feet wide) and the southwest corner of subplot 659 of an unrecorded subdivision "Parma Heights Development Company's Eureka Park Subdivision No. 4"; thence North 89 degrees 55 minutes 06 seconds East, on the south line of said subplot 659 and the south line of said "Parma Heights Development Company's Eureka Park Subdivision No. 4" a distance of 26.89 feet to a 5/8 inch rebar with cap "GPD" (found) at a northwest corner of said Parcel B; thence South 72 degrees 20 minutes 52 seconds West, on the north line of said Parcel "B" a distance of 138.28 feet to a 5/8 inch rebar with cap "GPD" (found); thence South 37 degrees 45 minutes 55 seconds West, on the north line of said Parcel "B" a distance of 24.14 feet to a point and being the **POINT OF BEGINNING** of the parcel herein described;

Thence with new lines through the Grantor's lands, the following twelve (12) courses:

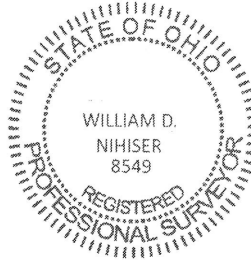
1. **South 4 degrees 05 minutes 37 seconds East**, a distance of **29.40 feet** to a point;
2. **South 10 degrees 58 minutes 17 seconds East** a distance of **49.65 feet** to a point;
3. **South 16 degrees 11 minutes 42 seconds East** a distance of **83.14 feet** to a point;
4. **North 71 degrees 23 minutes 46 seconds East**, a distance of **19.39 feet** to a point;
5. **South 12 degrees 00 minutes 22 seconds East** a distance of **69.65 feet** to a point;
6. **South 15 degrees 16 minutes 31 seconds East**, a distance of **125.23 feet** to a point on a south line of said Parcel "B" of the Lot Split and Consolidation Plat;
7. **South 73 degrees 26 minutes 51 seconds West**, on a south line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **15.88 feet** to a magnail (found);
8. **North 16 degrees 48 minutes 21 seconds West**, on a west line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **226.00 feet** to a magnail (found);
9. **South 72 degrees 14 minutes 40 seconds West**, on a south line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **27.10 feet** to a magnail (found);
10. **North 10 degrees 18 minutes 48 seconds West**, on a west line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **84.10 feet** to a magnail (found);
11. **North 11 degrees 53 minutes 01 seconds East** on a west line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **38.54 feet** to a magnail (found);
12. **North 37 degrees 45 minutes 55 seconds East**, on a north line of said Parcel "B" of the Lot Split and Consolidation Plat, a distance of **21.06 feet** to the **POINT OF BEGINNING**, containing 0.1638 acres, and being part of Cuyahoga County Auditor's Parcel Number 471-17-\_\_\_\_\_.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

**EXHIBIT A-7**  
**PAGE 4 OF 4**

Page 2 of 2

This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in June 2024.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.  
dba GPD Group

A handwritten signature in black ink, appearing to read "William D. Nihiser".

07/22/2024

William Douglas Nihiser, P.S.  
Ohio Professional Surveyor No. 8549



**EXHIBIT B**  
**PAGE 1 OF 6**

**GENERAL WARRANTY DEED**  
(Ohio Revised Code Section 5302.05 and 5302.06)

**KNOW ALL MEN BY THESE PRESENTS**, that **CITY OF PARMA HEIGHTS**, an Ohio municipal corporation (the “Grantor”), for valuable consideration paid, grants with general warranty covenants, to **CUYAHOGA COUNTY PUBLIC LIBRARY**, a county library district and political subdivision of the State of Ohio (the “Grantee”), whose tax-mailing address is 2111 Snow Road, Parma, Ohio 44134 Attn: Operations Director/Fiscal Officer, the following real property (“Property”):

Situated in the City of Parma Heights, Ohio, as more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference.

Permanent Parcel No:

Prior Instrument Reference:

The Property is conveyed to Grantee subject to the covenants and agreements set forth below, which shall run with the Property, be binding upon Grantee and Grantee's successors and assigns, and inure to the benefit of and be enforceable by actions at law or in equity by Grantor or Grantor's successors in title or interest to all or any part of or interest in the Property, and Grantee by its acceptance of this deed agrees that:

1. Restrictions on Use of the Property. The Property shall only be used for Public Purposes including as a public library for the benefit of the public. As used in this Deed, “Public Purposes” means those purposes permitted to a free Ohio county library district under Ohio Revised Code Section 3375.19, et. seq., alone or in cooperation with other parties, under Ohio law, and including all activities reasonably related to those purposes or reasonably necessary to those purposes. Notwithstanding the foregoing restrictions, portions of the Property may be used for other ancillary purposes (“Permitted Ancillary Purposes”) that are consistent with or supportive to public amenities or civic resources and the like including, but not limited to, childcare and education. The Property

**EXHIBIT B**  
**PAGE 2 OF 6**

shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the City of Parma Heights agrees in writing can assure the continued use and maintenance of the property for public library purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related public library services compatible with the approved application, through concession agreements entered into with third parties, including Permitted Ancillary Purposes, provided prior concurrence to such agreements is obtained in writing from the City of Parma Heights.

2. Reversion. If after construction of a public library facility on the Property by Grantee, the Property is no longer utilized for (a) a public library engaged in the provision of library services, library equipment, library materials/resources and programming substantially free of charge to the public, and (b) no longer used for Public Library Purposes, or (c) in the event of breach of any of the material conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said material conditions and covenants, or otherwise, if after sixty (60) days written notice and opportunity to cure, such provisions violated are not cured (provided if a cure is initiated in good faith and such cure pursued continuously thereafter, the sixty day period shall be extended by such period as the cure is being diligently pursued to completion not, however, to exceed 180 days), all right, title and interest in and to the Premises shall revert back to the City of Parma Heights, Ohio, at the option of such City of Parma Heights, Ohio and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said Premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the City of Parma Heights to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect; provided, however, the reversion and any forfeiture shall not apply if required uses or services to be provided or operations are prevented or a breach of any condition or covenant is caused, in whole or material part, due to Force Majeure as long as required uses or services recommenced or a cure of a breach is cured as soon as reasonably practicable after the expiration or removal, if any, of the Force Majeure. For purposes of this Section 2, Force Majeure means failure to perform or delay in performing, operating or providing any services or amenity caused by fire, earthquake, explosion, flood, hurricane, the elements, acts of God, epidemic, acts of any public enemy, action, restrictions, limitations, or interference of governmental authorities or agents, war, invasion, insurrection, rebellion, riots, strikes or lockouts or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of a party. Temporary closures for construction, reconstruction, or refurbishment of the whole or any portion of the facilities on the Property shall not constitute a failure to provide services nor constitute a failure to use the Property for Public Purposes or Permitted Ancillary

**EXHIBIT B**  
**PAGE 3 OF 6**

Purposes.

3. Exceptions. The Property is conveyed subject to the following exceptions to the general warranty covenants: zoning and building laws, ordinances, and regulations; legal streets and highways; and easements, conditions and restrictions of record.

*[Signature Page to Follow]*

**EXHIBIT B  
PAGE 4 OF 6**

Executed as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

**CITY OF PARMA HEIGHTS, OHIO**

By: \_\_\_\_\_  
Marie Gallo, Mayor

STATE OF OHIO                    )  
  )SS:  
COUNTY OF CUYAHOGA        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Marie Gallo, the Mayor of **CITY OF PARMA HEIGHTS, OHIO**, an Ohio municipal corporation, on behalf of same.

\_\_\_\_\_  
Notary Public

*This Instrument prepared by:*  
Brian J. Moore, Esq.  
Roetzel & Andress  
A Legal Professional Association  
1375 East Ninth Street  
One Cleveland Center, 10<sup>th</sup> Floor  
Cleveland, Ohio 44114  
(330) 376-2700  
bmoore@ralaw.com  
21407768\_2

**Approved as to form by Law Director of  
the City of Parma Heights, Ohio**

By: \_\_\_\_\_  
Mark A. Schneider, Law Director

**EXHIBIT B**  
**PAGE 5 OF 6**

Page 1 of 2

**EXHIBIT A TO EXHIBIT B**  
**2.8713 ACRES**

Situated in the State of Ohio, County of Cuyahoga, City of Parma Heights, Part of Original Parma Township, Lot 3, Ely Tract and being part of a tract conveyed to City of Parma Heights (Grantor) by Deed Book Volume 9025, Page 312, Deed Book Volume 9044, Page 532, Deed Book Volume 8426, Page 666, Deed Book Volume 7667, Page 158, Deed Book Volume 9017, Page 178, Deed Book Volume 9717, Page 122, and Deed Book Volume 13687, Page 769 of said county records and bounded and described as follows:

**COMMENCING** at a monument box (found; empty) on the centerline of Pearl Road (U.S. 42; width varies), the south east corner of a parcel conveyed to Yorktown Corporation by known document, said point being referenced by centerline intersection of said Pearl Road (U.S. 42) and Ackley Boulevard (80 feet wide) North 41 degrees 50 minutes 04 seconds East, a distance of 290.84 feet; thence with the east line of said Yorktown Corporation parcel, North 0 degrees 21 minutes 55 seconds East a distance of 33.51 feet to a mag nail (set); thence with the east line of said Yorktown Corporation and a parcel conveyed to the City of Parma Heights by Instrument 201410020575, North 54 degrees 31 minutes 18 seconds West, passing over a 5/8 inch rebar with cap "GPD" (set) at 10.87 feet, a 5/8 inch rebar with cap "GPD" (set) at 27.97 feet, a total distance of 884.64 feet to a 5/8 inch rebar with cap "GPD" set; thence continuing with the east line of said City of Parma Heights (Inst. 201410020575), North 0 degrees 14 minutes 16 seconds East, a distance of 388.22 feet to a 5/8 inch rebar with cap "GPD" set on the south line of a parcel conveyed to City of Parma Heights by Deed Book Volume 42275, Page 50; thence with the south line of said City of Parma Heights (Deed Book Volume 42275, Page 50) and the south line of an unrecorded subdivision "Parma Heights Development Company's Eureka Park Subdivision No. 4", North 89 degrees 55 minutes 06 seconds East, passing a 5/8 inch rebar (found) at the southeast corner of Notabene Drive right of way (60 feet wide) at 248.71 feet, a total distance of 275.61 feet to a 5/8 inch rebar with cap "GPD" (set) being the **POINT OF BEGINNING** of the parcel herein described;

1. Thence continuing on the south line said unrecorded subdivision, **North 89 degrees 55 minutes 06 seconds East**, passing a 5/8 rebar (found) at 285.86 feet, a total distance of **327.33 feet** to a 3/4 inch rebar (found) at the southeast corner of a parcel conveyed to Jeffrey P. Yoby and Lisa L. Yoby by Instrument Number 200504290643 and the southwest corner of a parcel conveyed to Mehrabkhani Negar by Instrument Number 202205090151;

Thence with new lines through the Grantor's lands, the following ten (10) courses:

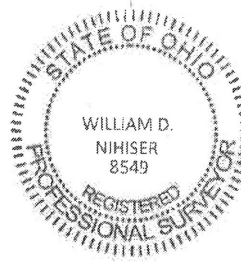
2. **South 42 degrees 08 minutes 38 seconds West** a distance of **229.92 feet** to a mag nail (set);
3. **South 18 degrees 22 minutes 17 seconds East**, a distance of **137.90 feet** to a mag nail (set);
4. **South 58 degrees 49 minutes 48 seconds West**, a distance of **86.55 feet** to a mag nail (set);
5. **South 73 degrees 26 minutes 51 seconds West**, a distance of **212.44 feet** to a 5/8 inch rebar with cap "GPD" (set);
6. **North 16 degrees 48 minutes 21 seconds West**, a distance of **226.00 feet** to a mag nail (set);
7. **South 72 degrees 14 minutes 40 seconds West**, a distance of **27.10 feet** to a mag nail (set);
8. **North 10 degrees 18 minutes 48 seconds West**, a distance of **84.10 feet** to a mag nail (set);
9. **North 11 degrees 53 minutes 01 seconds East**, a distance of **38.54 feet** to a mag nail (set);
10. **North 37 degrees 45 minutes 55 seconds East** a distance of **45.21 feet** to a mag nail (set);
11. **North 72 degrees 20 minutes 52 seconds East** a distance of **138.28 feet** to the **POINT OF BEGINNING**, containing 2.8713 acres, of which the present road occupies 0.0000 acres, and being part of Cuyahoga County Auditor's Parcel Numbers 471-17-027, 471-17-025, and 471-17-023.

The bearings for this description are based on Grid North, of the Ohio State Plane Coordinate System, North Zone, NAD83(2011), as measured with the Ohio Real Time Network.

**EXHIBIT B**  
**PAGE 6 OF 6**

Page 2 of 2

This description was prepared and reviewed under the supervision of William Douglas Nihiser, Professional Surveyor No. 8549, in April 2024.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.  
dba GPD Group

A handwritten signature in black ink, appearing to read "William D. Nihiser".

07/22/2024

William Douglas Nihiser, P.S.  
Ohio Professional Surveyor No. 8549

**RESOLUTION 2024 – 60**

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT, WITH CONDITIONS,  
PURSUANT TO CHAPTER 1135 OF THE CODIFIED ORDINANCES OF THE CITY  
OF PARMA HEIGHTS TO PERMIT THE CUYAHOGA COUNTY PUBLIC LIBRARY  
TO ALLOW FOR CONSTRUCTION OF A NEW PUBLIC LIBRARY,  
AND DECLARING AN EMERGENCY, AS AMENDED**

**WHEREAS**, at its special meeting on September 3, 2024, the Planning Commission conducted a public hearing regarding the approval of the Conditional Use Permit for the Cuyahoga County Public Library to allow for construction of a new public library within the City of Parma Heights, with certain conditions; and

**WHEREAS**, at its special meeting on September 3, 2024, the Planning Commission recommended to the City Council that the Conditional Use Permit for the Cuyahoga County Public Library to allow for construction of a new public library within the City of Parma Heights, with certain conditions, be approved; and

**WHEREAS**, pursuant to Section 1135.06 (c) of the Codified Ordinances of the City of Parma Heights, a Conditional Use Permit shall be subject to the approval of the Council of the City of Parma Heights; and

**WHEREAS**, the Conditional Use Permit is approved, subject to the conditions that are set forth in “Council Resolution Exhibit A, as amended”, attached hereto and incorporated as if fully rewritten.

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Parma Heights, State of Ohio:

Section 1: The Council adopts the recommendation of the Planning Commission and grants a Conditional Use Permit to the Cuyahoga County Public Library to allow for construction of a new public library at 6188 Pearl Road, Parma Heights, Ohio in the Single-Family Residential District.

Section 2: The Conditional Use recommended by the Planning Commission is approved subject to the General Criteria set forth in Section 1135.07, Chapters 1135 and 1195, and all other relevant chapters of the Codified Ordinances of the City of Parma Heights, conditions recommended by the Planning Commission, and further conditions set forth by Council.

Section 3: The Conditional Use recommended by the Planning Commission, and further conditions set forth by Council, are set forth in “Council Resolution Exhibit A, as amended” which is attached hereto and incorporated as if fully rewritten.

Section 4: The approval of this Conditional Use Permit shall be valid only for the use and the operation of the use specified and the breach of any condition, safeguard, or requirement shall

constitute a violation of the Planning and Zoning Code, and the conditional use permit may be revoked if the established conditions for approval are violated.

Section 5: This Council finds and determines that all formal action of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 6: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of this Municipality, and for the further reason it is necessary to facilitate the Cuyahoga County Public Library's investment in the community expeditiously; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: \_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_  
MAYOR MARIE GALLO



# COUNCIL RESOLUTION EXHIBIT A, as amended



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6281 Pearl Road

Parma Heights, Ohio 44130

440-884-9607

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## **IN THE MATTER OF:**

APPLICATION OF THE CUYAHOGA COUNTY PUBLIC LIBRARY FOR A CONDITIONAL USE PERMIT TO INCLUDE A NEW PUBLIC LIBRARY AT 6188 PEARL ROAD, PORTIONS OF PARCEL NUMBERS 471-17-023, 471-17-025, 471-17-027, AND 471-17-028, PARMA HEIGHTS, OHIO IN **SINGLE-FAMILY RESIDENTIAL DISTRICT**

## **ACKNOWLEDGEMENT AND UNCONDITIONAL ACCEPTANCE AND AGREEMENT TO CONDITIONS AS SET FORTH IN EXHIBITS 1 AND 2**

On \_\_\_\_\_, 2024, the Council of the City of Parma Heights approved the recommendation of the Planning Commission to grant the Conditional Use Permit of the Cuyahoga County Public Library. [EX. 1]. The Council imposed additional condition(s) of its own [EX. 2].

Pursuant to Section 1135.07 of the Codified Ordinances of the City of Parma Heights, when a permit for a conditional use is granted by the Council subject to conditions, **the grantee shall, in writing within ten days following such Council action, acknowledge such approval and unconditionally accept and agree to such conditions.**

I understand that pursuant to Section 1135.08 of the Codified Ordinances of the City of Parma Heights that;

- (a) Conditional use approval shall authorize a particular conditional use on the specific parcel for which it was approved. Approval of a conditional use, pursuant to this chapter, shall be valid only for the use and the operation of such use as specified when granted by the Planning Commission. The breach of any condition, safeguard, or requirement shall constitute a violation of this Planning and Zoning Code.
- (b) A conditional use permit issued pursuant to this chapter shall be valid only to the applicant to whom the permit is issued, unless the new owner agrees to all conditions, safeguards and requirements in the conditional use permit and a transfer of such permit is approved by the Chief Building Official.
- (c) The conditional use approval shall expire six months from the date of enactment, unless:
  - (1) In the case of new construction, work upon the structure shall have begun above the foundation walls;

- (2) In the case of occupancy of land, the use has commenced;
- (3) As otherwise specifically approved by the Planning Commission at the time the conditional use approval is granted; or
- (4) The Chief Building Official grants an extension for good cause shown, upon the request of the applicant.

(d) A conditional use permit may be considered abandoned and void if, for any reason, the conditional use is not conducted for more than six months.

Further, we understand that pursuant to Section 1135.09 of the Codified Ordinances of the City of Parma Heights that a conditional use permit may be revoked if the established conditions for approval are violated. The Chief Building Official is responsible for advising the Planning Commission of any violations, and the Planning Commission may then recommend to City Council that it revoke the conditional use permit.

Based on the foregoing we acknowledge the approval of the conditional use permit and unconditionally accept and agree to such conditions.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title of Authority on Behalf of the Cuyahoga County Public Library:

\_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT 1**

### **RECOMMENDATIONS FOR COUNCIL CONSIDERATION**

IN THE MATTER OF:

APPLICATION BY THE CUYAHOGA COUNTY PUBLIC LIBRARY FOR A CONDITIONAL USE PERMIT TO ALLOW FOR CONSTRUCTION OF A NEW PUBLIC LIBRARY BY CONDITIONAL USE AT 6188 PEARL ROAD, PORTIONS OF PARCEL NUMBERS 471-17-023, 471-17-025, 471-17-027, AND 471-17-028 IN PARMA HEIGHTS, OHIO IN THE SINGLE-FAMILY RESIDENTIAL DISTRICT.

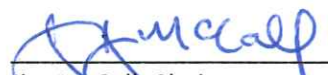
1. The Cuyahoga County Public Library is authorized to conduct business in the State of Ohio with its principal place of business located at 6188 Pearl Road, in portions of parcel numbers 471-17-023, 471-17-025, 471-17-027, and 471-17-028, Parma Heights, Ohio.
2. The City of Parma Heights Planning Commission (the "Planning Commission") is the duly organized Planning Commission for the City of Parma Heights (the "City") operating pursuant to its Charter and the laws of the State of Ohio.
3. The aforementioned property is located within the Single-Family Residential District.
4. On August 1, 2024, the Cuyahoga County Public Library submitted an Application for a Conditional Use Permit to the Planning Commission requesting approval for a Conditional Use Permit to allow for construction of a new public library at 6188 Pearl Road, portions of parcel numbers 471-17-023, 471-17-025, 471-17-027, and 471-17-028, Parma Heights, Ohio in the Single-Family Residential District.
5. Notice of the Public Hearing and Special Planning Commission Meeting were published on Cleveland.com and in the Westshore Sun, Sun Post, Parma Sun, Sun Star, Brunswick Sun, Sun Sentinel, and the News Sun on August 15, 2024 and also posted on the City's website and at City Hall.
6. At its September 3, 2024 Special Meeting, the Planning Commission heard presentations from both the Applicant and City representatives regarding the application for a conditional use permit by the Cuyahoga County Public Library to allow for construction of a new public library at 6188 Pearl Road, in portions of parcel numbers 471-17-023, 471-17-025, 471-17-027, and 471-17-028, Parma Heights, Ohio.
7. A public hearing was held on September 3, 2024 and the Planning Commission heard from the Applicant and from City representatives regarding the application for a conditional use permit for the Cuyahoga County Public Library to allow for construction of a new public library.
8. Based upon the presentations of both parties at the public hearing the Planning Commission recommends approval of the Conditional Use Permit for the business known as the Cuyahoga County Public Library to allow for construction of a new public library.
9. The Conditional Use requested is recommended subject to compliance with the General Criteria set forth in Section 1135.07 of the Codified Ordinance of the City of Parma Heights. [Ex. A], and is also subject

to compliance with Chapters 1135, 1195, and all other relevant chapters of the Parma Heights Codified Ordinances.

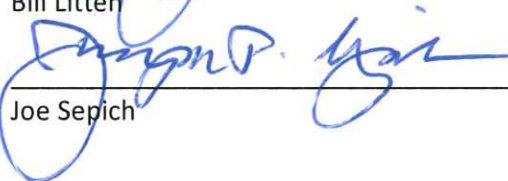
10. This recommended approval shall be valid only for the use and the operation of the use specified and the breach of any condition, safeguard or requirement shall constitute a violation of the Planning and Zoning Code and the conditional use permit may be revoked if the established conditions for approval are violated.

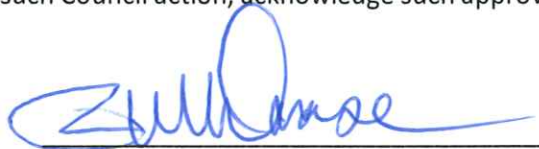
11. This recommended approval is not final and is subject to the confirmation of the City Council, and, if approved, all conditions shall be set forth expressly in a resolution of the Council granting the conditional use permit.

12. In the event that a permit for a conditional use is granted by the City Council subject to conditions, the grantee shall, in writing within ten days following such Council action, acknowledge such approval and unconditionally accept and agree to such conditions.

  
\_\_\_\_\_  
Jim McCall, Chairman

  
\_\_\_\_\_  
Bill Litten

  
\_\_\_\_\_  
Joe Sepich

  
\_\_\_\_\_  
Rick Haase, Council Representative

  
\_\_\_\_\_  
Zachary Humphrey

## **EXHIBIT A**

### **1135.07 GENERAL CRITERIA FOR CONDITIONAL USES.**

A conditional use, and uses accessory to such conditional use, shall be permitted in a district only when specified as a conditional use in such district, and only if such use conforms to the following criteria. Furthermore, the Planning Commission shall review the particular facts and circumstances of each proposed use in terms of the following standards and shall find adequate evidence that:

(a) The conditional use in the proposed location will be harmonious and in accordance with the purpose, intent and basic planning objectives of this Planning and Zoning Code and with the objectives for the district in which located;

(b) The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety or general welfare;

(c) The conditional use will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not essentially change the character of the same area;

(d) The proposed building or use will not result in the destruction, loss, or damage of any feature determined by the Planning Commission to be of significant natural, scenic, or historic importance;

(e) The hours of operation of the proposed use are similar to a use permitted in the district;

(f) The conditional use will not be hazardous or disturbing to the existing and future use and enjoyment of property in the immediate vicinity for the uses permitted, nor substantially diminish or impair property values within the neighborhood;

(g) The establishment of the conditional use in the proposed location will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

(h) Adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided;

(i) Adequate measures have been or will be taken to provide ingress and egress designed to minimize traffic congestion on the surrounding public streets;

(j) The establishment of the conditional use should not be detrimental to the economic welfare of the community by creating excessive additional requirements at public cost for public facilities such as police, fire and schools;

(k) There is minimal potential for future hardship on the conditional use that could result from the proposed use being surrounded by uses permitted by right that may be incompatible;

(l) The design and arrangement of circulation aisles, parking areas, and access drives shall be in compliance with the regulations set forth in Chapter 1191.

## **EXHIBIT 2**

### ADDITIONAL CONDITION(S) IMPOSED BY COUNCIL

In addition to all previously stated requirements of the laws of Parma Heights, Ohio, Council imposes the following condition(s):

1. Conditional use permit is contingent on full compliance with the Development Plan approved by the Planning Commission on September 3, 2024.

**RESOLUTION 2024 – 63**

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO EXECUTE A MUTUAL AGREEMENT FOR OPTION YEARS 1 & 2 OF THE CONTRACT WITH BROWNING – FERRIS INDUSTRIES OF OHIO, INC., FOR RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES, AND DECLARING AN EMERGENCY**

**WHEREAS**, this Council authorized and the Administration advertised for competitive bids to perform waste hauling services, based on specifications for a base term of three years and additional options of two additional years, which terms and rates were provided by Bid Form 8B, as awarded to Browning-Ferris Industries of Ohio, Inc.; and

**WHEREAS**, Resolution 2021 – 25, passed on October 25, 2021, authorized the Mayor to enter into a contract with Browning-Ferris Industries of Ohio, Inc. for residential waste collection and recycling services; and

**WHEREAS**, Resolution 2024 – 6, passed on February 12, 2024, authorized the Administration to execute an amendment to the contract with Browning-Ferris Industries of Ohio, Inc. for residential waste collection and recycling services; and

**WHEREAS**, this Council authorizes the Administration execute a Mutual Agreement for Option Years 1 & 2 to the contract with Browning – Ferris Industries of Ohio, Inc. to exercise options years 1 & 2 of the original contract, as provided in the successful bid.

**NOW, THEREFORE, BE IT RESOLVED** by the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1. The Administration is hereby authorized to execute a Mutual Agreement for Option Years 1 & 2 to the contract with Browning – Ferris Industries of Ohio, Inc., in the form attached hereto as “Exhibit A” and made a part hereof by reference as if fully rewritten.

Section 2. This Council finds and determines that all formal action of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This Council declares the Resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to exercise option years 1 & 2 to avoid a disruption in public service; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR MARIE GALLO





# **EXHIBIT A**

## **MUTUAL AGREEMENT FOR OPTION YEARS 1 & 2 OF RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING SERVICES**

This Mutual Agreement for Option Years 1 & 2 for Residential Solid Waste Collection, Disposal, and Recycling Services (this “Mutual Agreement for Option”) is made and entered into effective \_\_\_\_\_, 2024 (the “Option Effective Date”) by and between Browning Ferris Industries of Ohio, Inc, dba Republic Services of Elyria (“Contractor”), and the City of Parma Heights, Ohio (“City”) (referred herein as a “Party”, and collectively as the “Parties”).

### **RECITALS**

A. Contractor was the successful bidder and was awarded the contract based on Bid Forms pricing for a base three (3) year term of service (2022-2024) followed by Option Year 1 (2025) and Option Year 2 (2026).

B. Contractor and City entered into a certain Agreement for Residential Solid Waste Collection, Disposal, and Recycling Services dated January 1, 2022 along with applicable exhibits and amendments, (collectively with all documents the “Agreement”).

C. City and Contractor now desire to document its mutual agreement to exercise Option Year 1 (2025) and Option Year 2 (2026), and to make certain changes to the Agreement to accommodate such exercise of those options, as more fully set forth below.

### **AGREEMENT**

Now therefore, for good and valuable consideration the receipt and sufficiency of which the parties acknowledge, including but not limited to the mutual and dependent promises contained herein, the parties agree as follows:

1. Services. The Parties agree that effective January 1, 2025, the Contractor shall provide services consistent with the services outlined in the Agreement for Residential Solid Waste Collection, Disposal, and Recycling Services dated January 1, 2022, and as amended on February 21, 2024:

2. Term. The Parties mutually agree to the extension of services pursuant to the Agreement into Option Year 1 (2025) and into Option Year 2 (2026) subject to and governed by the mutually agreed upon rates listed in the original Agreement. BID FORM 8(B) of the successful bid designates option year 1-2025 to be \$19.42 and option year 2-2026 to be \$20.00 per month.

3. Capitalized Terms. The parties agree that capitalized terms not otherwise defined in this Mutual Agreement for Option shall have the meaning set forth in the Agreement.

4. Continuing Effect. Except as specifically amended by this Mutual Agreement for

Option, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict in meaning between the Agreement and this Mutual Agreement for Option, this Mutual Agreement for Option shall prevail.

5. Counterparts. This Mutual Agreement for Option may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Mutual Agreement for Option to be effective as of the Mutual Agreement for Option Effective Date.

Browning Ferris Industries of Ohio, Inc. dba  
Republic Services of Elyria

City of Parma Heights, Ohio

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RESOLUTION 2024 - 64**

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO DISPOSE OF OBSOLETE CITY VEHICLES AND EQUIPMENT AT A PUBLIC SALE THROUGH GOVPLANET/IRONPLANET, AND DECLARING AN EMERGENCY, AS AMENDED**

**WHEREAS**, the Council authorized membership in the National Joint Power Alliance [now known as Sourcewell], a purchasing cooperative in Ordinance No. 2017-3; and

**WHEREAS**, GovPlanet/IronPlanet is a vendor of the National Joint Power Alliance [now known as Sourcewell]; and

**WHEREAS**, GovPlanet/IronPlanet will provide the City of Parma Heights with auction services for the disposal of obsolete city vehicles and equipment; and

**WHEREAS**, the Administration recommends that the vehicles and equipment listed on Exhibit “A” be removed from service as a result of their age and mechanical condition.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: The Administration is authorized and directed to dispose of obsolete city vehicles at a public sale through GovPlanet/IronPlanet, a list of which is described in Exhibit “A”, attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meeting open to the public, in compliance with the law.

Section 3: ~~That this Resolution shall take effect and be in force from and after the earliest date provided for by law.~~ This Council declares the Resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to accommodate immediate storage requirements and avoid a disruption in public service; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: \_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_  
MAYOR MARIE GALLO

## **EXHIBIT A**

2008	HORTON	555C-3 Ambulance	1GDE4v1978F417933
2002	INTERNATIONAL	430- Ambulance/Service	1HTMNAAM22H529662
2007	BRAUN	BC-3000A- Ambulance	1GBE4V1207F410428

**ORDINANCE NO. 2024 - 70**

**AN ORDINANCE AMENDING SECTION 961.01 ENTITLED “ALCOHOLIC BEVERAGES PROHIBITED” OF THE PARMA HEIGHTS CODIFIED ORDINANCES, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Administration is recommending that Section 961.01 of the Parma Heights Codified Ordinances be amended; and

**WHEREAS**, this Council desires to adopt the recommendation of the Administration.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: That Section 961.01 of the Codified Ordinances as it previously existed is amended, and as amended, shall henceforth read as shown by edits set forth in Exhibit “A”, which is attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace, and safety of the Municipality, and for the further reason that it is necessary to facilitate seasonal programming; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: \_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_  
MAYOR MARIE GALLO

## **EXHIBIT A**

### 961.01 ALCOHOLIC BEVERAGES PROHIBITED.

(a) No person shall have in his possession or use any beer, liquor or wine, or other beverage having an alcoholic content, in or upon any property owned by the City for any purpose whatsoever or in or upon any property which the City has leased, rented or licensed, and which is under the control and supervision of the City or its officers or employees, except as otherwise provided in this section.

(b) The Administration is authorized to approve the possession, sale, service, and on-site consumption of alcoholic beverages at facilities owned or leased by the City, for public or private events, limited to At certain specifically designated areas and at restricted times, and subject to compliance with regulations and permit requirements of the Division of Liquor Control. where meals or lunches are served, Any vendor participating in the service of alcoholic beverages on City grounds must do so in compliance with Ohio Revised Code Chapters 4301 and 4303 or as the holder of a permit issued by the Division of Liquor Control and in force at the time of service. the serving of alcoholic beverages may be permitted under the strict regulation and control of the Mayor. The alcoholic beverages shall be served for consumption on the immediate premises only.

(Ord. 2012-22. Passed 6-11-12.)

**RESOLUTION NO. 2024 - 73**

**A RESOLUTION REVOKING THE TEMPORARY MORATORIUM ON THE EFFECTIVE DATE OF RECREATIONAL MARIJUANA [STATE ISSUE 2], AND DECLARING AN EMERGENCY**

**WHEREAS**, Ohio voters passed a statutory initiative that legalized the purchase and use of recreational marijuana for adults 21 and older, becoming the 24th state to do so; and

**WHEREAS**, on December 11, 2023, this Council adopted Resolution 2023 – 87, establishing a six (6) month moratorium regarding related cultivation, sale, and use of marijuana products in Parma Heights, Ohio; and

**WHEREAS**, on May 28, 2024, this Council adopted Resolution 2024 – 44, extending the moratorium an additional six (6) months; and

**WHEREAS**, legislation before this Council regarding reasonable regulations related to the cultivation, sale, and use of marijuana products in Parma Heights, Ohio adequately address the protection of the health, welfare, safety, peace, and comfort of the citizens of the City of Parma Heights.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1. That the City Council hereby revokes the moratorium established by Resolution 2023 – 87 and extended on May 28, 2024 by Resolution 2024 – 44 on the issuance of permits related to recreational marijuana within the City of Parma Heights.

Section 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This Resolution is declared to be an emergency measure immediately necessary for the public peace, health, and safety of the Municipality and for the further reason that it is necessary to ensure immediate opportunity for land use and development; wherefore, this Ordinance shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: \_\_\_\_\_ PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_ APPROVED  
CLERK OF COUNCIL

FILED WITH THE MAYOR: \_\_\_\_\_ MAYOR MARIE GALLO

**RESOLUTION NO. 2024 - 75**

**A RESOLUTION ESTABLISHING A TEMPORARY MORATORIUM, NOT TO EXCEED SIX (6) MONTHS, PROHIBITING THE ACCEPTANCE OF APPLICATIONS FOR, AND THE GRANTING OF, ZONING APPROVALS, BUILDING PERMITS, AND CERTIFICATES OF OCCUPANCY FOR ANY BUILDING, STRUCTURE, USE, OR CHANGE OF USE THAT WOULD BE ASSOCIATED WITH THE DISTRIBUTION OR SALE OF VAPING/E-CIGARETTE PRODUCTS AND PROHIBITING THE COMMENCEMENT OF THE ACTUAL DISTRIBUTION AND SALE OF SUCH PRODUCTS WITHIN THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power to enact planning and zoning laws that are for the health, safety, welfare, comfort, and peace of the citizens of the municipality, including restricting areas used for business and trade and regulating certain business uses; and

**WHEREAS**, this Council desires to issue a moratorium, for a temporary period of time, while it undertakes a review of information on the effects of vaping and e-cigarettes and a review and/or study of the Ordinances of the City of Parma Heights, including zoning, building, and business regulations; and

**WHEREAS**, this Council will be able to enact reasonable regulations to protect the health, safety, welfare, peace, and comfort of the citizens of the City of Parma Heights more effectively if a moratorium is in place.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: That this Council hereby establishes a temporary moratorium, not to exceed six (6) months, prohibiting the acceptance of any application for, or the granting of, any zoning approvals, building permits, and certificates of occupancy for any building, structure, use, expansion of use, or change of use that would be associated with the distribution or sale of vaping/e-cigarette products and prohibiting the actual distribution or sale of such products in the City of Parma Heights, Ohio.

Section 2: This moratorium shall be in effect for a period not to exceed six (6) months or until Council enacts an Ordinance or Resolution revoking this moratorium, whichever shall occur sooner.

Section 3: This moratorium shall specifically not apply to the acceptance of any application for, or the granting of, any zoning approvals, building permits, conditional use permits, marijuana dispensary licenses, and/or certificates of occupancy for any building, structure, use, expansion of use, and/or change of use that would be associated with marijuana dispensaries with applications for licenses, licenses, and/or provisional licenses under O.R.C. Chapters 3780 and/or 3796, within the City of Parma Heights, Ohio, as Council is already enacting regulations for such uses.

Section 4: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.



Section 5: This Council declares this Resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to enable the City to fully study the impacts of vaping/e-cigarette products and its effects on the City and the health, safety, and general welfare of its inhabitants in order to consider reasonable regulation; wherefore, this Resolution shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: \_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL APPROVED

FILED WITH  
THE MAYOR: \_\_\_\_\_  
MAYOR MARIE GALLO