ORDINANCE NO. _____- 24

AN ORDINANCE AMENDING SECTION 167.09 OF THE PAINESVILLE CODE OF 1998 RELATING TO THE CLASSIFICATION AND COMPENSATION PLAN, AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO:

SECTION 1. That Section 167.09 is hereby amended to read as follows:

SECTION 167.09 UNCLASSIFIED POSITIONS AND COMPENSATION

THE FOLLOWING SHALL COMPRISE THE UNCLASSIFIED POSITIONS OF THE CITY, WITH SUCH CHANGES AS MAY BE MADE FROM TIME TO TIME BY CITY COUNCIL, BY AMENDMENT TO THIS SECTION, ALONG WITH THE RATE OF PAY FOR SUCH OFFICIALS AND EMPLOYEES:

ELECTIVE OFFICIALS

PRESIDENT OF COUNCIL ..... $**983.34** ~~666.67~~ MONTHLY (Effective ~~2020~~ **2025**)**(3)**
COUNCIL MEMBERS ..... $**833.34** ~~583.33~~ MONTHLY (Effective ~~2020~~ **2025**) **(3)**

ADMINISTRATIVE OFFICIALS

CITY MANAGER
- Effective April 1, 2024 ..... $5,665.05 BI-WEEKLY (1) (3) (6)*
- Effective April 1, 2025 ..... $5,835.00 BI-WEEKLY (1)
- Effective April 1, 2026 ..... $6,010.05 BI-WEEKLY (1)

DIRECTOR OF LAW
- Effective April 1, 2024 ..... $3,674.39 BI-WEEKLY (1) (3)
- Effective April 1, 2025 ..... $3,784.62 BI-WEEKLY (1)
- Effective April 1, 2026 ..... $3,898.16 BI-WEEKLY (1)

ASSISTANT LAW DIRECTOR/PROSECUTOR
- Effective April 1, 2024 ..... $1,837.16 BI-WEEKLY (1) (3)
- Effective April 1, 2025 ..... $1,892.27 BI-WEEKLY (1)
- Effective April 1, 2026 ..... $1,949.04 BI-WEEKLY (1)

ASSISTANT LAW DIRECTOR
- Effective April 1, 2024 ..... $1,013.53 BI-WEEKLY (1) (3)
- Effective April 1, 2025 ..... $1,043.94 BI-WEEKLY (1)
- Effective April 1, 2026 ..... $1,075.26 BI-WEEKLY (1)

ASSISTANT PROSECUTOR A ..... $1,148.22 BI-WEEKLY (1) (5) **(6)**
ASSISTANT PROSECUTOR B ..... $ 723.88 BI-WEEKLY (1) (5) **(6)**
ASSISTANT PROSECUTOR C ..... $ 624.03 BI-WEEKLY (1) (5) **(6)**

CLERK OF COURT –
- Effective April 1, 2024 - City portion of Court Journal Entry Dated July 5, 2024 and any thereafter shall be 60% of wages.

CLERK OF COUNCIL
- Effective April 1, 2024 ..... $ 24.59 HOURLY (1) **(4)**
- Effective April 1, 2025 ..... $ 25.33 HOURLY (1)
- Effective April 1, 2026 ..... $ 26.09 HOURLY (1)

*SUBJECT TO DEFERRED COMPENSATION AS DETERMINED BY CITY COUNCIL

OTHER POSITIONS

SCHOOL CROSSING GUARD ..... (2)
RECREATION ASSISTANT ..... (2)
CAMP COUNSELOR ..... (2)
SENIOR LEADER ..... (2)
RECREATION SPECIALIST ..... (2)
SENIOR (SEASONAL) ..... (2)
CO-OP STUDENT TRAINEE ..... (2)
CLERK TYPIST (SEASONAL/PART-TIME) ..... (2)
JUNIOR (SEASONAL) ..... (2)
PARKING ENFORCEMENT OFFICER ..... (2) (1)
PROBATION OFFICER ..... (2) (1)

(1) WHICH SHALL BE ADJUSTED BY INTERNAL REVENUE SERVICE (I.R.S.) APPROVED PUBLIC EMPLOYEES RETIREMENT SYSTEM (P.E.R.S.) EMPLOYER "PICK-UP" PLAN.

(2) AS DETERMINED BY THE CITY MANAGER.

(3) PER OHIO REVISED CODE 731.07, THE SALARY OF A COUNCILPERSON SHALL NOT BE INCREASED DURING THE TERM FOR WHICH HE/SHE WAS ELECTED OR APPOINTED.

~~(3)~~**(4)** 5% COLA RETROACTIVE TO APRIL 1, 2024

~~(4)~~**(5)** ~~RETROACTIVE TO JUNE 1, 2022.~~ FUNDS SHALL BE REIMBURSED BY LAKE COUNTY TO THE CITY OF PAINESVILLE.

ASSISTANT PROSECUTOR A – PRIMARY RESPONSIBILITY LAKE COUNTY SHERIFF'S DEPARTMENT CASES AND ALL STATE AGENCY CASES SUCH AS ODNR.

ASSISTANT PROSECUTOR B – PRIMARY RESPONSIBILITY OHIO STATE PATROL CASES.

ASSISTANT PROSECUTOR C – PRIMARY RESPONSIBILITY MADISON TOWNSHIP CASES.

~~(5)~~**(6)** 10% COLA RETROACTIVE TO JANUARY 1, 2024

~~(6)~~**(7)** ELIGIBLE FOR ANNUAL LONGEVITY PAYMENT ON ANNIVERSAY FOR 2023 AND 2024

VOLUNTEER POSITIONS

VOLUNTEERS ARE NOT REGULAR EMPLOYEES OF THE CITY BUT PERFORM SERVICES FOR THE CITY ON AN "ON CALL", "AS AVAILABLE" BASIS.

AUXILIARY POLICE OFFICER

ENTRANCE	$19.00 PER HOUR
AFTER ONE (1) YEAR	$20.00 PER HOUR
AFTER THREE (3) YEARS	$22.00 PER HOUR

PART-TIME FIREFIGHTER – EMT

ENTRANCE	$16.00 PER HOUR
AFTER ONE (1) YEAR	$17.00 PER HOUR
AFTER THREE (3) YEARS	$18.00 PER HOUR

PART-TIME FIREFIGHTER PARAMEDIC

ENTRANCE	$19.00 PER HOUR
AFTER ONE (1) YEAR	$20.00 PER HOUR
AFTER THREE (3) YEARS	$22.00 PER HOUR

SECTION II. That this Ordinance is passed as an emergency measure for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, the emergency being the immediate necessity to amend the Classification and Compensation Plan for the affected employees, and therefore, this Ordinance shall be effective immediately.

PASSED:

EFFECTIVE:

_____

Jim Fodor
President of Council

ATTEST:

_____

Samantha Danielson
Clerk of Council

ORDINANCE NO. _____- 24

AN ORDINANCE AMENDING SECTION 1113.06(d), AND SECTION 1115.33, OF THE PAINESVILLE CODE OF 1998, RELATING TO LOCATION OF MEDICAL MARIJUANA DISPENSARY AND CULTIVATION AND PROCESSING FACILITIES, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Painesville has provided a Text Amendment change to the Unified Development Code Sections 1113.06(d) and 1115.33, regarding location of Medical Marijuana Dispensary and Cultivation and Processing Facilities; and

WHEREAS, the City of Painesville desires to limit the location and standards for medical marijuana dispensaries as a conditional use in the B-2 District, and medical marijuana cultivation and processing facilities as conditional uses in the M-1 and M-2 Districts; and

WHEREAS, the Planning Commission reviewed the proposed Text Amendment on September 12, 2024; and

WHEREAS, the Planning Commission made a favorable recommendation to City Council to amend Sections 1113.06(d) and 1115.33; and

WHEREAS, Section 1111.11 of the Unified Development Code requires City Council to consider the Planning Commission's recommendation and vote on the amendment after holding a public hearing.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO:

SECTION I: The Text Amendment changes to the Unified Development Code in Section 1113.06(d) and Section 1115.33 are hereby adopted:

Main Use Category	S-1	R-1	R1-60	R-2	B-1	B-2	B-3	DD	M-1	M-2	
Medical Marijuana Dispensary						C					1115.33
Medical Marijuana Cultivation Facility									C	C	1115.33
Medical Marijuana Processing Facility									C	C	1115.33

Add Section 1115.33 (new) Location of Medical Marijuana Dispensaries and Cultivation and Processing Facilities.
Definitions:

- Medical Marijuana - Medical marijuana shall have the same meaning as in O.R.C. 3796.01.
- Medical Marijuana Dispensary shall have the same meaning as in O.R.C. 3796.20.
- Medical Marijuana Cultivation and Processing shall have the same meaning as in O.R.C. 3796.18 and 3796.19.

(a) Medical marijuana dispensaries may be located only in a B-2 Zoning District as a conditionally permitted use, and medical marijuana cultivation and processing facilities may be located in the M-1 and M-2 Districts as a conditionally permitted use pursuant to Chapter 1111.08 and in accordance with the restrictions contained in this section.

(b) No medical marijuana dispensaries, and cultivation and processing facilities 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 and cultivation and processing facilities may be established, operated or enlarged within 1 mile of another medical marijuana dispensary or cultivation and processing facility.
(d) 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 or cultivation and processing facility 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.
(e) No more than one medical marijuana dispensary or cultivation and processing facility shall be permitted within the city for every one square mile of the city.
(f) Applicants must verify that they are in compliance with all requirements of the State of Ohio for licensing when submitting for a conditional use permit.
(g) If approved as a Conditional Use and prior to opening the facility the owner shall provide a security plan to the Police Department, name address and contact information for the facility manager, and a floor plan for the facility.
(h) Applicant shall maintain a valid State of Ohio License for a Medical Marijuana Dispensary.
(i) Conditional Use permits are not transferable.

SECTION II: That this Ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health, and/or safety and for the welfare of the citizens of the City of Painesville and for further reason find that is necessary that this measure becomes effective, and; therefore, this Ordinance shall be in full force and effect immediately upon passage by the City Council.

PASSED:

EFFECTIVE:

_____
Jim Fodor
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

ORDINANCE NO. _____- 24

AN ORDINANCE AMENDING SECTION 1113.06(d), AND SECTION 1115.34, OF THE PAINESVILLE CODE OF 1998, RELATING TO LOCATION OF ADULT USE CANNABIS (MARIJUANA) CULTIVATION FACILITIES, DISPENSARIES, PROCESSING FACILITIES, AND TESTING LABS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Painesville has provided a Text Amendment change to the Unified Development Code Sections 1113.06(d) and 1115.34, regarding location of Adult Use Cannabis (Marijuana) Cultivation Facilities, Dispensaries, Processing Facilities, and Testing Labs; and

WHEREAS, the City of Painesville desires to limit the location and standards for adult use cannabis (marijuana) dispensaries as a conditional use in the B-2 District, adult use cannabis (marijuana) cultivation facilities and processing facilities as conditional uses in the M-1 and M-2 Districts; and adult use cannabis (marijuana) testing laboratories as a conditional use in the M-1 and M-2 Districts; and

WHEREAS, the Planning Commission reviewed the proposed Text Amendment on September 12, 2024; and

WHEREAS, the Planning Commission made a favorable recommendation to City Council to amend Sections 1113.06(d) and 1115.34; and

WHEREAS, Section 1111.11 of the Unified Development Code requires City Council to consider the Planning Commission's recommendation and vote on the amendment after holding a public hearing.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO:

SECTION I: The Text Amendment changes to the Unified Development Code in Section 1113.06(d) and Section 1115.34 are hereby adopted:

Main Use Category	S-1	R-1	R1-60	R-2	B-1	B-2	B-3	DD	M-1	M-2	
Adult Use Cannabis (marijuana) Dispensary						C					1115.34
Adult Use Cannabis (marijuana) Cultivation Facility									C	C	1115.34
Adult Use Cannabis (marijuana) Processing Facility									C	C	1115.34
Adult Use Cannabis (marijuana) Testing Lab									C	C	1115.34

Add Section 1115.34 (new) Adult Use Cannabis (Marijuana) Cultivation Facilities, Dispensaries, Processing Facilities, and Testing Labs.

Definitions:

- Area, Cultivation – Cultivation Area shall have the same meaning as O.R.C. Section 3780.01;
- Cultivator, Adult Use – Adult Use Cultivator shall have the same meaning as O.R.C. Section 3780.01 and includes the following licenses;
    - Level 1 Adult Use Cultivator as defined in O.R.C. Section 3780.01;
    - Level 2 Adult Use Cultivator as defined in O.R.C. Section 3780.01;
    - Level 3 Adult Use Cultivator as defined in O.R.C. Section 3780.01;
- Dispensary, Adult Use – Adult Use Dispensary shall have the same meaning as O.R.C. Section 3780.01 and operate according to O.R.C. Section 3780.15;
- Dispensary – Dispensary shall have the same meaning as O.R.C. 3780.01 and Chapter 3796 of the O.R.C.;
- Facility, Cultivation – Cultivation Facility shall have the same meaning as O.R.C. Section 3780.01;
- Facility, Prohibited – Prohibited Facility shall have the same meaning as O.R.C. Section 3796.30;
- Laboratory, Adult Use Testing – Adult Use Testing Laboratory shall have the same meaning as O.R.C. Section 3780.01;
- License– License shall have the same meaning as O.R.C. Chapter 3780;
- Operator, Adult Use Cannabis– Adult Use Cannabis Operator shall have the same meaning as O.R.C. Section 3780.01;
- Processor, Adult Use– Adult Use Processor shall have the same meaning as O.R.C. Section 3780.01;

(a) Adult use cannabis (marijuana) dispensaries may be located only in a B-2 Zoning District as a conditionally permitted use pursuant to Chapter 1111.08 and in accordance with the restrictions contained in this section.

(b) Adult use cannabis (marijuana) cultivation facilities may be located only in a M-1 or M-2 District as a conditionally permitted use pursuant to Chapter 1111.08 and in accordance with the restrictions contained in this section.

(c) Adult use cannabis (marijuana) testing laboratories may be located only in a M-1 or M-2 District as a conditionally permitted use pursuant to Chapter 1111.08 and in accordance with the restrictions contained in this section.

(d) Adult use cannabis (marijuana) processing facility may be located only in a M-1 or M-2 District as a conditionally permitted use pursuant to Chapter 1111.08 and in accordance with the restrictions contained in this section.

(e) No adult use cannabis (marijuana) cultivation facilities, dispensaries, processing facilities or testing laboratories may be established or operated within 500 feet of a prohibited facility, which includes a school, church, public library, public playground, or public park in the City.

(f) For the purpose of division (d) of this section, measurement shall be made from the nearest portion of the building or structure used as the part of the premises where an adult use cannabis (marijuana) cultivation facility, dispensary, or testing laboratory is conducted, to the nearest property line of the premises of an adult use cannabis (marijuana), cultivation facility, dispensary, or testing laboratory, or a school, church, public library, public playground, or public park.

(g) No more than one adult use cannabis (marijuana) cultivation facility, dispensary, processing facility or testing laboratory shall be permitted within the city for every two square miles of the city.

(h) Applicants must verify that they are in compliance with all requirements of the State of Ohio for licensing when submitting for a conditional use permit.

(i) If approved as a Conditional Use and prior to opening the facility the owner shall provide a security plan to the Police Department, including name address and contact information for the facility manager, and a floor plan for the facility.

(j) Applicant shall maintain a valid State of Ohio License for an Adult Use Cannabis (Marijuana) cultivation facility, dispensary, or testing laboratory.

(k) Conditional Use permits are not transferable.

SECTION II: That this Ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health, and/or safety and for the welfare of the citizens of the City of Painesville and further reason that it is necessary that this measure becomes effective, and; therefore, this Ordinance shall be in full force and effect immediately upon passage by the City Council.

PASSED:

EFFECTIVE:

_____
Jim Fodor
President Of Council

ATTEST:

_____
Samantha Danielson
Clerk Of Council

ORDINANCE NO. _____- 24.

AN ORDINANCE AMENDING SECTION 1113.06(d), AND SECTION 1115.35, OF THE PAINESVILLE CODE OF 1998, RELATING TO SMALL BOX DISCOUNT STORES, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Painesville has provided a Text Amendment change to the Unified Development Code Sections 1113.06(d) and 1115.35, regarding Small Box Discount Stores; and

WHEREAS, the City of Painesville desires to limit the location and appearance of small box discount stores in the B-2 District; and

WHEREAS, the Planning Commission reviewed the proposed Text Amendment on September 12, 2024; and

WHEREAS, the Planning Commission made a favorable recommendation to City Council to amend Sections 1113.06(d) and 1115.35; and

WHEREAS, Section 1111.11 of the Unified Development Code requires City Council to consider the Planning Commission's recommendation and vote on the amendment after holding a public hearing.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO:

SECTION I: The Text Amendment changes to the Unified Development Code in Section 1113.06(d) and Section 1115.35 are hereby adopted:

Main Use Category	S-1	R-1	R1-60	R-2	B-1	B-2	B-3	DD	M-1	M-2	
Small Box Discount Store						P					1115.35

Add Section 1115.35 (new) SMALL BOX DISCOUNT STORE
Definition: Small Box Discount Store - "Small Box Discount Store" means a retail, variety, or discount store up to 15,000 square feet that sells at retail, directly to the consumer, a limited assortment of physical goods and other consumer products, including food or beverages for off premises consumption, that generally cost less than ten dollars or cost 20% - 40% lower than the same type of good, products or merchandise sold at grocery or drug stores.

Small box discount stores must comply with the following specific standards and conditions:

a. No more than one store within a circumference of 1 mile of each other.
b. Current stores in the City are grandfathered. If a store chooses to move locations, it must comply with distance requirements.
c. Nonresidential uses in the B-2 District shall be required to meet the standards of any applicable Design Review District and shall also be required to meet the design elements from Section 1117.10.

SECTION II: That this Ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health, and/or safety and for the welfare of the citizens of the City of Painesville and for further reason find that is necessary that this measure becomes effective, and; therefore, this Ordinance shall be in full force and effect immediately upon passage by the City Council.

PASSED:

EFFECTIVE:

Jim Fodor
President of Council

ATTEST:

Samantha Danielson
Clerk of Council

ORDINANCE NO. _____- 24

AN ORDINANCE AMENDING SECTION 1113.06(d), AND SECTION 1115.36, OF THE PAINESVILLE CODE OF 1998, RELATING TO VAPE/E-CIGARETTE STORES AND DECLARING AN EMERGENCY.

WHEREAS, the City of Painesville has provided a Text Amendment change to the Unified Development Code Sections 1113.06(d) and 1115.36, regarding Vape/E-Cigarette Stores; and

WHEREAS, the City of Painesville desires to limit the location and appearance of vape/e-cigarette stores as a conditional use in the B-2 District; and

WHEREAS, the Planning Commission reviewed the proposed Text Amendment on September 12, 2024; and

WHEREAS, the Planning Commission made a favorable recommendation to City Council to amend Sections 1113.06(d) and 1115.36; and

WHEREAS, Section 1111.11 of the Unified Development Code requires City Council to consider the Planning Commission's recommendation and vote on the amendment after holding a public hearing.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO:

SECTION I: The Text Amendment changes to the Unified Development Code in Section 1113.06(d) and Section 1115.36 are hereby adopted:

Main Use Category	S-1	R-1	R1-60	R-2	B-1	B-2	B-3	DD	M-1	M-2	
Vape/E-Cigarette Store						C					1115.36

Add Section 1115.36 (new) VAPE/E-CIGARETTE STORE
Definition: Vape/E-Cigarette Store - establishments that sell or otherwise distribute electronic smoking devices and/or vapor products as defined in section 2927.02 of the Ohio Revised Code

In addition to the conditional use requirements set forth in section 1111.08, vape/e-cigarette stores shall comply with the following specific standards and conditions:

a. Not permitted within 500 feet as measured from property lines from another facility selling vape/e-cigarette products, schools, churches, and parks
b. New facilities are limited to selling no more than 20% of product sales as vape/e-cigarette devices and products
c. Current stores in the City selling vape/e-cigarette devices and products are grandfathered and must register with the City identifying their business as a location of vape/e-cigarette sales. Businesses must register with the city within 30 days of notification of the requirement. If a store chooses to move locations, it must comply with all requirements of Section 1115.36.
d. Business is not allowed in a standalone building, and only permitted within a plaza mall or multi-tenant building.
e. The business is to have limited hours of operation as determined by the Planning Commission.
f. No flashing or electronic lights to be used to advertise vape/e-cigarette products
g. Signage in front windows must comply with requirements of Chapter 1127 Signs in the Unified Development Code

h. Nonresidential uses in the B-2 District shall be required to meet the standards of any applicable Design Review District and shall also be required to meet the design elements from Section 1117.10.

SECTION II: That this Ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health, and/or safety and for the welfare of the citizens of the City of Painesville and for further reason find that is necessary that this measure becomes effective, and; therefore, this Ordinance shall be in full force and effect immediately upon passage by the City Council.

PASSED:

EFFECTIVE:

_____
Jim Fodor
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

ORDINANCE NO._____-24

AN ORDINANCE AMENDING ORDINANCE 909.01 – REPAIR OF SIDEWALK; NOTICE TO OWNER AND AMENDING PROPERTY MAINTENANCE ORDINANCES 1349.231 – SIDEWALKS AND 1349.27 – NOTICE OF VIOLATION AND DECLARING AN EMERGENCY

WHEREAS, Painesville City Ordinance 909.01 – Repair of Sidewalk; Notice to Owner requires the owner, agent or person having the control of any lot or land abutting upon a public sidewalk within the City to keep the sidewalk abutting the premises in good repair and free from obstructions or nuisance; and

WHEREAS, Ordinance 909.01 does not define the term "good repair and free from obstruction or nuisance" and Council and the Administration wish to amend Ordinance 909.01 in order to define the term good repair and free from obstruction or nuisance so that the property owners in the City have objective standards so that they know when a sidewalk needs to be repaired; and

WHEREAS, the City's Property Maintenance Code at Ordinance 1349.231 requires the owner or occupant having the control of any lot of land abutting upon a public sidewalk within the City to keep the sidewalk in good repair and it is necessary to amend this Ordinance so that the standards that are in Ordinance 909.01 match the requirements of 1349.231.

WHEREAS, Ordinance 909.01 requires that owners, agents and persons having control of the sidewalks to be notified of any violation and Council is of the opinion that the procedure for notifying people needs to be updated and that the notification procedure should be the same procedure as is used for property maintenance violations and therefore it is also necessary to amend Ordinance 1349.27; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PAINESVILLE, COUNTY OF LAKE, STATE OF OHIO:

SECTION 1. That Section 909.01 is amended to read as follows:

909.01 REPAIR OF SIDEWALK; NOTICE TO OWNER.

(a) It shall be the duty of every owner, agent or person having the control of any lot or land abutting upon a public sidewalk within the City to keep the sidewalk abutting the premises in good repair and free from obstructions or nuisance.

(b) If any owner, agent or person having the control of any lot or land abutting upon a public sidewalk within the City fails to keep the abutting sidewalk in good repair and free from obstructions or nuisances, said owner, agent or person having the control of any lot or land within the City shall be liable to the City for any damages recovered against the City sustained by any person by reason of said sidewalk being out of repair, obstruction or nuisance.

(c) Upon notice that any sidewalk within the City is in need of repair, or is obstructed, or that a nuisance exists with respect to the condition of such sidewalk, the City Manager, City Engineer, or their designee shall notify in writing the owner, agent or person referred to in subsection (a) hereof of the condition required to be corrected. If the person so notified shall fail, for thirty days or for the period of time that is stated in the notice of violation, after service of such notice, to cause the sidewalk to be repaired or the obstruction to be removed or the nuisance to be abated, the City Manager or City Engineer may proceed in the manner set forth in Section 909.06 of this chapter.

(d) For the purpose of Chapter 909 of the City Ordinances, a sidewalk is not in good repair and free from obstruction or nuisance and shall be replaced when any of the following conditions apply:

   A. A difference of elevation between two slabs at a formed or random joint or crack exceeds one-half inch;
   B. Where a portion of the sidewalk is missing;
   C. Where a horizontal gap exceeds one-half inch;
   D. Where a slab has pitted, spalled, scaled or deteriorated twenty-five percent (25%) or more of its surface;
   E. Where a slab has disintegrated or shattered;
   F. Where a slab rocks or moves under the weight of a pedestrian; or
   G. Where diagonal, transverse and longitudinal cracks interconnect forming a series of polygons resembling an alligator skin.

(e) Where a violation of this Code is found to exist, a written notice from the City Manager, City Engineer, or their designee shall be served upon the person or persons responsible for the

corrections thereof. Such notice shall specify the violation or violations committed, and a reasonable period of time to correct or abate such violation.

Service of such notice shall be by certified mail addressed to the owner, agent and/or occupant at (i) his or her residence or (ii) to the tax mailing address as indicated by the records of the County Auditor, or (iii) if corporation or LLC to the statutory agent for the corporation or LLC or (iv) by delivery to the residence of the owner and/or occupant or (v) by delivery to such individuals at the premises.

In the event that the certified mail notice comes back as being unclaimed, then service of the Notice shall then be sent by regular mail that is evidenced by a Certificate of Mailing to the owner at the address where the Notice was originally sent. If the Notice is returned for any other reason as being undelivered, then a copy of the Notice shall be posted in a conspicuous place on the property to which it relates, and a copy of such notice shall be published in a newspaper of general circulation within the City once. After service of the Notice has been perfected, then any future correspondence with the owner, agent and/or occupant may be made by regular mail.

SECTION 2. That Section 1349.231 is amended to read as follows:

1349.231 SIDEWALKS.

(a) No owner or occupant having the control of any lot of land abutting upon a public sidewalk within the City shall permit the sidewalk abutting the premises to be in disrepair or subject to obstructions or nuisance.
(b) For the purpose of Chapter and Ordinance 1349.231 of the City Ordinances, a sidewalk is in disrepair or subject to obstructions or nuisance and shall be replaced when any of the following conditions apply:

A. A difference of elevation between two slabs at a formed or random joint or crack exceeds one-half inch;
B. Where a portion of the sidewalk is missing;
C. Where a horizontal gap exceeds one-half inch;
D. Where a slab has pitted, spalled, scaled or deteriorated twenty-five percent (25%) or more of its surface;
E. Where a slab has disintegrated or shattered;
F. Where a slab rocks or moves under the weight of a pedestrian; or
G. Where diagonal, transverse and longitudinal cracks interconnect forming a series of polygons resembling an alligator skin.

SECTION 3. That Section 1349.27 is amended to read as follows:

1349.27 NOTICE OF VIOLATION

(a) Where a violation of this Code is found to exist, a written notice from the Property Maintenance Officer or designee shall be served upon the person or persons responsible for the corrections thereof. Such notice shall specify the violation or violations committed, and a reasonable period of time to correct or abate such violation.

(b) Service of such notice shall be by certified mail addressed to the owner and/or occupant at (i) his or her residence or (ii) to the tax mailing address as indicated by the records of the County Auditor, or (iii) if corporation or LLC to the statutory agent for the corporation or LLC or (iv) by delivery to the residence of the owner and/or occupant or (v) by delivery to such individuals at the premises.

(c) In the event that the certified mail notice comes back as being unclaimed, then service of the Notice shall then be sent by regular mail that is evidenced by a Certificate of Mailing to the owner at the address where the Notice was originally sent. If the Notice is returned for any other reason as being undelivered, then a copy of the Notice shall be posted in a conspicuous place on the property to which it relates and a copy of such notice shall be published in a newspaper of general circulation within the City once. After the service of the Notice has been perfected, then any future correspondence with the persons responsible for the property may be made by regular mail.

SECTION 4: That this Ordinance is passed as an emergency measure in order to update and improve the sidewalk maintenance standards and also the procedure for serving notice on a person. The Ordinance is necessary for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, and; therefore, this Ordinance shall become effective at the earliest date allowed by law.

PASSED:

EFFECTIVE:

_____
Jim Fodor
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

RESOLUTION NO. _____-24

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A COOPERATIVE COMMERCIAL LEASE AGREEMENT WITH PAINESVILLE CITY LOCAL SCHOOLS FOR PARTIAL USE OF THE FRONT BUILDING LOCATED AT 348 CHESTER STREET, AND DECLARING AN EMERGENCY

WHEREAS, Painesville City Local Schools (PCLS) approached the City of Painesville to assist them in locating a building to offer their growing Construction Program; and

WHEREAS, PCLS inquired if the City-owned building located at 348 Chester Street would be available for such use; and

WHEREAS, staff met with representatives of PCLS to show them the building and it was determined that the three middle bays could accommodate the Construction Program; and

WHEREAS, in exchange for a Cooperative Commercial Lease Agreement, which is attached as Exhibit A, PCLS students in the Construction Program will make the necessary repairs to the building, and

WHEREAS, PCLS has started school and is requesting the use of the building to train the growing number of students enrolled in the Construction Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, STATE OF OHIO, THAT:

SECTION I. The City Council authorizes and directs the City Manager to enter into a cooperative commercial lease agreement with Painesville City Local Schools for partial use of the front building located at 348 Chester Street, Painesville, Ohio.

SECTION II. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

SECTION III. That this Resolution is passed as an emergency measure for the protection and preservation of the peace, health, safety, and general welfare of the inhabitants of the City of Painesville, the emergency being the immediate necessity to work cooperatively with the schools to provide a building that enables them to offer a Construction Program, and; therefore, the Resolution shall be effective immediately upon its passage.

PASSED:

EFFECTIVE:

_____
Jim Fodor
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

COMMERCIAL LEASE AGREEMENT

1. **THE PARTIES**. This Commercial Lease Agreement ("Agreement") is made on September 16th, 2024, by and between:

Landlord: City of Painesville, with a mailing address of 7 Richmond Street, Painesville, Ohio 44077 ("Landlord" or "City" or "Lessor"), who agrees to lease the Premises to:

Tenant: Painesville City Local Schools, with a mailing address of 58 Jefferson Street, Painesville, Ohio 44077 ("Tenant" or "Lessee"), who agrees to rent the Premises under the following terms:

Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties." Each of the Parties are Ohio Political Subdivisions and currently the City of Painesville does not have a current need for the property that is to be leased.

2. **LEASED PREMISES**. The Landlord agrees to lease to the Tenant the following described space:

Street Address: 348 Chester Avenue
Type of Space: Industrial Building

Description of Premises: The Building that is depicted in the Map and the area surrounding the Building that is attached hereto as Exhibit A. The tenant agrees to the three middle bays of the Building and Tenant will close off the two side bays for use by the Landlord. The Tenant shall also have a non-exclusive access to the Premises as shown on the Map that is attached hereto.

Hereinafter known as the "Premises."

USE: The Premises shall only be used for the Tenant's school related purposes and for no other purposes. The students who use the Premises either be bussed to the Premises by the Tenant or if they drive, they shall park in parking places that are designated by the City. The students and staff of the Tenant shall only access the Premises on the driveway access that is depicted on the Map and the Tenant and its staff and its students do not have the right to use any other part of 348 Chester Avenue except those areas depicted on the Map.

The Tenant agrees that it will not permit, authorize or allow any other person, organization or other entity, whether private or public, to use the Premises for any purpose whatsoever without first obtaining the City's written permission, including but not limited to contracting with any other party to fully or partially conduct the Tenant's proposed activities on the Premises. In addition, the Tenant agrees to not conduct any activities on

the Premises that would impact the tax-exempt status of the City's related bonds, the proceeds of which were used to acquire the Premises.

3. **TERM**. This Agreement shall be considered a:

Fixed Lease. The Tenant shall be allowed to occupy the Premises starting on September 17, 2024 and ending on September 17, 2025.

Hereinafter known as the "Initial Term."

Prior to signing this Lease, the Tenant shall inspect the Building, including the electrical system for the Building to determine if the Building is suitable for its use. If the Tenant determines that the Building is suitable for its use, it shall sign and deliver to the City a document that states that the Tenant has inspected the Building and that it is suitable for its use. When that occurs, both parties can then sign the Lease.

The Tenant shall also perform any and all environmental studies they believe should be conducted to ensure the safety of students and staff utilizing the building.

4. **PAYMENT**. Tenant shall pay the Landlord the Rent amount of $1.00 for the Initial Term and for each subsequent year of the Lease, if any

5. **RENEWAL PERIODS**. The Tenant shall have:

The lease shall be effective for a term of one year and the Lease is automatically renewed for a 2nd year unless either Party provides 3 months advanced notice that the Lease will not be renewed for a second year. If the Lease is renewed, the lease expires after the 2nd year unless both parties agree in writing to renew the Lease upon terms that must be agreed to in writing

6. **LIABILITY INSURANCE**. The Tenant is: Required to Obtain Liability Insurance. The Tenant is required to obtain general liability insurance. Beginning with the commencement of this Lease and continuing thereafter during the term of this' lease, or any renewal or continuation hereof, the Tenant shall keep In full force and effect Public liability Insurance, naming the City of Painesville as an additional insured, with a minimum combined single limit of One Million Dollars ($1,000,000) on account of bodily Injuries to or death of one or more persons as a result of anyone accident or disaster and on account of damage to property, and shall deposit a copy of the policy, or policies, of such insurance, or certificates thereof with the City.

Mutual Waiver of Subrogation. To the extent permitted by law and provided the same does not invalidate or diminish any insurance required to be carried hereunder, City and Tenant each agree to cause to be included in their respective policies of fire and extended coverage insurance the agreement of the insurer thereof that said policies

shall not be invalidated by a waiver of claim by the inured against Lessor or Lessee, as the case may be, and each will furnish evidence there to the other. In addition to any other waiver herein Lessor and Lessee each hereby waive any claim against the other for any property loss resulting from any cause, including negligence of the other, to the extent of the insurance proceeds available therefor. All property insurance policies carried by either party covering the Premises, Including but not limited to, contents, fire, and casualty insurance shall to the extent permitted by law expressly waive any right on the part of the insurer against the other party. The parties hereby agree that their policies will included such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the Lessee pays such extra cost for all policies whether Lessor's or Lessee's. if cost shall be chargeable therefor on behalf of the Lessor's policy or policies, the Lessor shall notify lessee of the cost and the Lessee shall pay same. The failure of any insurance policy to include such waiver clause or endorsement shall not affect the validity of this Lease.

7. DELIVERY OF PREMISES. The Landlord agrees to deliver the Premises on the Initial Term in the following condition:

As-Is. The Tenant agrees to accept delivery of the Premises in its current condition. The tenant agrees to the three middle bays of the property and will close off the two side bays for use by the Landlord.

8. LEASEHOLD IMPROVEMENTS. The Tenant at its cost shall be responsible for making all modifications and improvements to the Building provided that no structural changes, additions, or remodeling of the Premises shall be made by the Tenant except with the prior written consent of the City. In the event of any proposed additions, remodeling or repairs which are to be made to the Building the Tenant shall provide the City with the plans and specifications for same and no work shall commence until such time as such plans and specifications are approved by the City in writing. Time is of the essence with regard to the City providing approval for improvements proposed by the Tenant.

All fixtures and improvements of every kind installed by the District shall remain the property of the District, who may remove them upon the termination of this Agreement, provided, that such removal shall be done in such a manner as not to injure or damage the Premises; and provided, further that should the District fail to remove the buildings, fixtures or improvements as above provided, the City at its option may require the District to remove them. The Tenant shall be responsible for performing all necessary repairs and maintenance to keep the premises in a good, safe, and operable condition. All repairs will be carried out in compliance with applicable laws, codes, and regulations. The Tenant shall install a fence at the locations specified by the City within 60 days of the Tenant occupying the Premises, unless otherwise extended by the City.

It is the intention of this provision to totally and completely relieve the City of any and all responsibility for the cost or the undertaking of any and all repairs or replacements for these Premises. All environmental or other health hazards which may exist at these Premises shall be removed by the Tenant at its sole cost and expense, unless such hazard arises after the Tenant's initial attestation that the Premises are suitable for use and is caused by the City's actions or negligence. In addition, during the term of this lease Agreement or any renewals or continuations thereof, the Tenant at Its sole cost and expense shall perform such work as may be necessary to comply with any order of any governmental entity relative to these premises for any lawful reason whatsoever. The Tenant additionally agrees to pay any fees, fines, penalties or other monetary imposition levied or imposed upon these Premises by any governmental entity for whatever lawful reason resulting from any action or inaction of the Tenant.

9. LICENSES AND PERMITS. The Tenant shall obtain all necessary permits for any modifications, repairs or maintenance and the Tenant shall keep all necessary local, state, and federal permits on-site and present them to the Landlord, their agents, or government officials upon their request.

The City by its duly authorized representatives, shall have the right to enter the Premises after usual business hours or during usual business hours in the case of an emergency, for the purpose of inspecting it and the operations therein and for the purpose of making repairs which may be necessary by reason of the Tenant's failure to perform any such act required of it hereunder, provided that to the extent practicable any such work shall be scheduled so as to minimize interference with normal Building operations.

10. OBLIGATIONS OF TENANT. The Tenant is responsible for maintaining the entranceway, minor repairs, waste removal, snow and ice removal from walkways and parking areas for the Tenant and overall cleanliness of the Premises. The Tenant must comply with all laws and avoid keeping hazardous materials on the Premises. Also, utilities for the building will be paid for by tenant, including water, sewer, electric and gas. The City will determine the method for allocating those costs to the Tenant and the decision of the City for this allocation is final

The Lessee shall not permit any mechanic's, materialmen's, service or similar liens or attested accounts or claims against public funds to remain upon the leased Premises for labor or material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed on the leased Premises or at the direction or with the consent of the Lessee whether such work was performed or materials furnished after the commencement of the term of this lease. The Lessee may, however, contest the validity of any such lien or claim, provided lessee shall give the City reasonable security or take other action in accordance with Chapter 13 of the Ohio Revised Code, to insure payment and to prevent any sale, foreclosure or forfeiture of the leased Premises by reason of such non-payment, if required by City. Upon a final determination of the validity of any such lien or claim, Lessee shall immediately pay any judgment of decree rendered against Lessee or City

with all proper costs and charges and shall cause such lien to be released of record without any cost to City.

11. INDEMNIFICATION. The Tenant must indemnify the Landlord against all liabilities arising from their use of the Premises, including any defects whether known or unknown to the Landlord, to the extent permitted by Ohio law. The Tenant shall be responsible for any tax implications of any kind with respect to this Lease and any tax financial effect on the City and the Tenant shall indemnity and hold the City harmless from any such tax consequence.

12. HOLDOVER AND REDELIVERY OF THE PREMISES. If the Tenant stays in the premises after the lease ends without a new agreement, it creates a month-to-month tenancy, terminable with 30 days' notice by either party and at the option of the City, the City may elect to charge rent in the amount of $2,000.00 per month.

At the expiration of the term of this lease or of any renewal or continuation thereof, the Lessee will surrender and deliver up to the City the demised Premises in good repair and condition, subject only to ordinary wear and tear.

13. GOVERNING LAW. This Agreement shall be governed by the laws of the State where the Premises is located.

14. NOTICES. Payments and notices shall be addressed to the following:

Landlord

Name: Douglas Lewis, Painesville City Manager
Phone: 440-392-5801
Address: 7 Richmond Street, Painesville, Ohio 44077
E-Mail: dlewis@Painesville.com

Tenant

Name: Painesville City Local Schools
Phone: 440-392-5060
Address: 58 Jefferson Street, Painesville, Ohio 44077
E-Mail: ivan.salgado@pcls.net

15. AMENDMENT. No amendment of this Agreement shall be effective unless reduced to writing and subscribed by the Parties with all the formality of the original.

16. BINDING EFFECT. This Agreement and any amendments thereto shall be binding upon the Landlord and the Tenants and/or their respective successors, heirs, assigns, executors, and administrators.

Landlord's Signature: _____ Date: _____
Print Name: _____

Tenant's Signature: _____ Date: _____
Print Name: _____

Web AppBuilder for ArcGIS

Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 94 feet

Creation Date: October 3, 2024

RESOLUTION NO. ___-24

A RESOLUTION AUTHORIZING THE CITY MANAGER OF THE CITY OF PAINESVILLE TO APPLY FOR AND ACCEPT FUNDING THROUGH THE OHIO DEPARTMENT OF NATURAL RESOURCES LAND AND CONSERVATION FUND PROGRAM FOR THE SKATEPARK PROJECT AT MORSE AVENUE COMMUNITY CENTER, AND DECLARING AN EMERGENCY

WHEREAS, the State of Ohio through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the federal Land and Water Conservation Fund Program; and

WHEREAS, the City of Painesville desires financial assistance under the Land and Water Conservation Fund; and

WHEREAS, the funding being requested will enable the City of Painesville to fill the funding gap of $237,500 to construct a skatepark at Morse Avenue Community Center; and

WHEREAS, the skatepark will be an amenity that will provide recreational opportunities to the residents of Painesville, Lake County and visitors from around the country.

NOW THERFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO:

SECTION I. That the City Manager is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance.

SECTION II. That the City of Painesville agrees to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the Land and Water Conservation Fund.

SECTION III. The Painesville City Council hereby authorized the City Manager to accept the funding if awarded by the Ohio Department of Natural Resources through the Lake and Water Conservation Fund Program.

SECTION IV. That this Resolution is passed as an emergency measure for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, the emergency being that the changes are necessary to submit the legislation showing the City Council's support of the grant by the November 15, 2024 deadline, and; therefore, this Resolution shall become effective immediately upon its passage.

PASSED:

EFFECTIVE:

_____
Jim Fodor
President of Council

Attest:

_____
Samantha Danielson
Clerk of Council

RESOLUTION NO. ____-24

RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ISSUE PAYMENT TO NON-UNION EMPLOYEES HOLDING SPECIAL LICENSURE OR CERTIFICATION NOT REQUIRED FOR THEIR POSITION, BUT BENEFICIAL TO CITY OPERATIONS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Painesville recognizes the value of specialized licensure and certifications that, although not required for certain positions, enhance the overall effectiveness and efficiency of City operations; and

WHEREAS, it is in the best interest of the City to encourage non-union employees to obtain and maintain such licensure or certification, which benefits the City by improving service delivery, innovation, and expertise; and

WHEREAS, the City of Painesville desires to provide non-union employees with an incentive for obtaining licensure or certification that is not required by their current position, but is deemed beneficial to the City's operations; and

WHEREAS, the approval of payment for such licensure or certification shall be at the discretion of the City Manager or designee, based on the needs and priorities of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO:

SECTION I: That the City Council hereby authorizes payment to non-union employees who hold special licensure or certifications that are not required for their position, but are beneficial to the City's operations, as determined by the City Manager or designee. Any such payments shall not exceed $1,000.00 unless approved by Council.

SECTION II: All decisions regarding eligibility and payment amounts are at the discretion of the City Manager or designee, and are subject to available budgetary resources. Approval is not guaranteed for licensure or certifications. The City Manager or designee is authorized to establish guidelines and procedures to implement this Resolution.

SECTION III: That this Resolution is declared to be an emergency measure necessary for the immediate protection and preservation of the public peace, health, safety and general welfare of the inhabitants of the City of Painesville and for the further need for the Company to bring employment opportunities and desired business to the City in a timely manner, and: therefore, this Resolution shall be effective immediately upon its passage.

PASSED:

EFFECTIVE:

_____
Jim Fodor
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

RESOLUTION NO.____-24

RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO APPLY FOR AND ACCEPT FUNDING FROM THE OHIO LAKE ERIE COMMISSION, FOR THE PURPOSE OF REPLACING ASPHALT PARKING AREAS AT THE CITY AMPHITHEATER SITE WITH PERMEABLE PAVERS AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Lake Erie Commission, administers financial assistance to initiate partnerships to address coastal resilience with an emphasis within underserved communities in Ohio's Lake Erie coastal counties; and

WHEREAS, the Lake Erie Commission is currently accepting applications for their Lake Erie Ohio Communities and Coastal Resilience Grant Program; and

WHEREAS, funding through the said Grant Program will enable the City of Painesville to replace impermeable asphalt parking surface with permeable pavers to enhance stormwater management along the Grand River and improve water quality in the Grand River; and

WHEREAS, permeable pavers decreases stormwater runoff, reduce pollutants through natural filtration, reduce road salt usage and prevents erosion caused by stormwater runoff on impermeable surfaces.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO:

SECTION I. That the City Council hereby authorizes and directs the City Manager to execute and file an application with the Lake Erie Commission Ohio Communities and Coastal Resilience Grant Program, and to provide all information and necessary documentation required to become eligible for possible funding assistance through the upcoming Grant Program Cycle.

SECTION II. That the City Council hereby authorizes the City Manager to accept any Grant funding awarded by the Lake Erie Commission to the City of Painesville, Ohio.

SECTION III. That this Resolution is hereby declared to be an emergency measure necessary for the protection and preservation of the peace, health, safety, and general welfare of the inhabitants of the City of Painesville, and for the further need to submit the application as soon as possible; and therefore this Resolution shall be effective immediately upon its passage.

PASSED:

EFFECTIVE:

_____
Jim Fodor
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

RESOLUTION NO. _____-24

RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A NEW OR AMENDED DEVELOPMENT AGREEMENT WITH GRAND RIVER WALK, LLC FOR THE PURPOSES OF DEVELOPMENT AT 257 EAST MAIN STREET, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Painesville (the "City") desires to enter into a development agreement with Grand River Walk, LLC (the "Developer") for the purposes of a residential apartment building with a small portion for retail/restaurant to further enhancing residential and retail development within the downtown central business district; and

WHEREAS, the City desires to redevelop the former Painesville Plaza Hotel site consisting of 2.34 acres located at 257 East Main Street Parcel # 15-A-012-0-00-012-0 (the "Property"); and

WHEREAS, the City desires to engage in urban redevelopment and has adopted a redevelopment plan for the City's downtown district; and

WHEREAS, the Developer and the City had previously entered into a Development Agreement for this Property but the Developer informed the City that the project contemplated by that Agreement was too expensive and could not be built; and

WHEREAS, the Developer has requested a new Development Agreement that replaces the prior Development Agreement so that the Developer can again have the opportunity to develop the Property; and

WHEREAS, the City believes it is in its best interest to allow the Developer the opportunity to develop the Property by building a residential apartment building with a restaurant on the ground floor as well as a ground floor apartment entrance, lobby & community areas, and apartments on the ground floor and upper floors as described in this Agreement (the "Project"); and

WHEREAS, it is the desire of the Parties to enter into this Agreement to facilitate the completion of the Project and to replace the prior Development Agreement, and

WHEREAS, this new or amended Development Agreement supersedes any previous development agreement for the above referenced property.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO:

SECTION I: That the City Council hereby authorizes and directs the City Manager to execute the new or Amended Development Agreement with Grand River Walk, LLC for the purposes of engaging in urban redevelopment within the downtown central business district and to execute any and all documents necessary to execute the Agreement. A copy of the Agreement is attached hereto as Exhibit A.

SECTION II: That the formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22, of the Ohio Revised Code.

SECTION III: That this Resolution is declared to be an emergency measure necessary for the immediate protection and preservation of the public peace, health, safety and general welfare of the inhabitants of the City of Painesville and for the further need for the developer to submit the Transformational Mixed Use Development Program application by the deadline; and therefore, this Resolution shall be effective immediately upon its passage.

PASSED:

EFFECTIVE:

_____
Jim Fodor
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

257 EAST MAIN STREET AMENDED DEVELOPMENT AGREEMENT

257 EAST MAIN STREET DEVELOPMENT AGREEMENT (the "Agreement") is made by and between THE CITY OF PAINESVILLE, (the "City"), and GRAND RIVER WALK LLC, an Ohio Limited Liability Company, or its assigns (collectively the "Developer"), having its offices at 38119 Stevens Blvd., Willoughby, OH 44094.

RECITALS:

WHEREAS, the City desires to redevelop the former Painesville Plaza Hotel site consisting of 2.34 acres located at 257 East Main Street Parcel # 15-A-012-0-00-012-0 (the "Property"). The Property description and ~~2021 ALTA survey~~ plat of lot split and consolidation are attached hereto as **Exhibit A**; and

WHEREAS, the City desires to engage in urban redevelopment and has adopted a redevelopment plan for the City's downtown district; and

WHEREAS, the Property is located in downtown Painesville, approximately 1,300 feet west of the Grand River and East Main Street bridge and is bounded by Latimore Street to the north, East Main Street to the south, the former Lake County General Health site and Kiwanis Park to the east, and the Key Bank office building and parking lot to the west; and

WHEREAS, the Developer has ~~extensive~~ experience in building residential mixed-use apartment buildings in areas similar to the Property; and desires to construct a ~~sort of a mixed-use~~ residential building ~~and~~ with a single small portion of the ~~building~~building being used for retail/restaurant use~~building~~ that is in conformance with the City's Downtown Master Plan and similar in concept as the Painesville Mixed-Use Development Concept Plan completed on a preliminary basis by the Developer attached hereto as **Exhibit B**; and

WHEREAS, the Developer and the City had previously entered into a Development Agreement for this Property but the Developer informed the City that the project contemplated by that Agreement was too expensive and could not be built. As a result, the Developer has requested a new Development Agreement that replaces the prior Development Agreement so that the Developer can again have the ~~seeks the~~ opportunity to develop the Property and the City believes it is in its best interest to allow the Developer the opportunity to develop the Property by building an ~~a~~ sort of ~~mixed-use~~ apartment building with a restaurant on the ground floor as well as a ground floor

apartment entrance, lobby & community areas, and apartments on the ground floor and upper floors as described in this Agreement (the "Project"); and ??????

WHEREAS, it is the desire of the Parties to enter into this Agreement to facilitate the completion of the Project and to replace the prior Development Agreement.

WHEREAS, this new or amended Development Agreement supersedes any previous development agreement for the above referenced property.

NOW, THEREFORE, in consideration of the mutual promises and preliminary covenants stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

CITY OF PAINESVILLE'S OBLIGATIONS:

The City of Painesville herein agrees that the following are obligations that shall be met by the City prior to the construction of the Project by the Developer.

1. Revised Unified Development Code. The City has modified the City's Downtown Development (DD) District in its Unified Development Code to allow increased density to accommodate the Project based upon an approved site development plan.

2. DD District Rezoning. The City has rezoned the project site of the Project Area. The Property has been rezoned to the DD District as outlined in the City's Unified Development Code Section 1117.09. The City will submit, as required under the DD zoning, the revised Declaration of Covenants, Conditions and Restrictions, attached hereto as **Exhibit C**. The restrictions submitted will establish the density, parking and unit size requirements for the Project.

3. 5709.41 TIF. The City has engaged legal counsel to file for Tax Increment Financing (TIF) under Section 5709.41 of the Ohio Revised Code (ORC). This new TIF will allow 100% of the "improvements" made to the Property to be abated for a period of 30 years subject to a Compensation Agreement with the Painesville City School District that will provide for: (i) 100% tax abatement of the "improvements" made to the Property during the years 1-15; and (ii) Payments in Lieu of Taxes ("PILOTS") to be made to the School District on a graduated basis during years 16-30 (25% in years 16-20, 50% in years 21-25, and 75% in years 26-30). Any funds to the City received from the TIF will be used for public improvements to the Project area and surrounding site improvements that would support the Project.

4. Opportunity Zone (OZ). The City has reimbursed the Developer $10,000 in legal fees pertaining to the approved use of the OZ for site development. The City has entered into lease agreement(s) for surface parking lots with the Board of Commissioners of Lake

County, Ohio and sublease the surface parking lots to Developer.

5. Site Survey. Upon the Developer meeting the obligations that are set forth within this Agreement, the City updated the 2021 ALTA survey of the Project area as necessary for the transfer of land to the Developer, and for purposes of the Developer's closing or financing as may be required by the Developer's lender for the parcels pertaining to this Agreement, attached hereto as **Exhibit A.** The City provided all documents to the Developer related to the completed 2021 ALTA survey upon execution of this Agreement and provided Developer with any additional documents pertaining to any updates to the ALTA survey. The City consolidated the three parcels identified above into one parcel.

6. Environmental Cleanup. The City engaged a qualified environmental consultant to complete a Phase I update, Phase II update, and other environmental assessment work related to remediation of lead at the Project site. The City has completed the cleanup and delineation of lead and provided the developer a No Further Action (NFA) Letter for the site,~~–~~ satisfying Ohio EPA standards for residential use and occupancy. The City has received a Brownfield Remediation Program grant from the Ohio Department of Development (ODOD) Brownfield Grant, whereby the City will commence clean up on the timeline and per the terms of the grant. All Brownfield Remediation Program grant funds shall be used for the Project site, whether expended directly by the City, or reimbursed to Developer or otherwise utilized for the Project for any related costs, including but not limited to activities to further prepare the Property and adjacent City-owned property for redevelopment. If the City is unsuccessful in receiving such grant funds timely from ODOD in order to complete the remediation timeframe in accordance with this Agreement, then the City will complete the above environmental remediation with local resources to meet the remediation timeframe contemplated in this Agreement and replenish such local resources when the grant funds have been received from ODOD. The City has completed the necessary environmental assessment, delineation and remediation and provided documentation to the Developer from a certified environmental consultant to Developer to support the completion of the remediation that satisfies Ohio EPA standards for residential use and occupancy, along with a bona fide prospective purchaser letter from such environmental consultant which has already been provided~~no later than the earlier of (a) forty-five (45) days after Developer has received a TMUD (hereinafter defined) Tax Credit award, or (b) December 31, 2022~~. THE PROPERTY HAS ALREADY BEEN TRANSFERRED TO THE DEVELOPER WITH A REVERSION CLAUSE IN IT. THE DEVELOPER AGREES TO ACCEPT AND EXECUTE THE COVENANT NOT TO SUE WHEN ISSUED BY THE OHIO EPA AND HAVE IT FILED WITH THE RECORDER'S OFFICE PRIOR TO ANY CONSTRUCTION ACTIVITY ON THE PROPERTY. IN THE EVENT THAT THE DEVELOPER DOES NOT SIGN AND FILE THE COVENANT NOT TO SUE, THEN THE DEVELOPER IS IN BREACH OF THIS AGREEMENT AND THE CITY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT BY PROVIDING 30 DAYS WRITTEN NOTICE TO THE DEVELOPER AND THE CITY AT THAT SAME TIME WILL EXERCISE ITS RIGHTS UNDER THE REVERSIONARY CLAUSE IN THE DEED AND HAVE THE PROPERTY RECONVEYED BACK TO THE CITY~~.~~

7. Infrastructure, Easements~~,~~. The City will maintain all utility easements on the Project site. The City has ~~will has~~ provided Developer with an Easement that allows for portions of the Project to encroach onto the adjacent City-owned property consisting of Parcel #'s (PPN) 15-A-012-0-00-002-0, preliminarily as contemplated on the site plan contained in **Exhibit B**. The Developer shall reconvey all easement rights if this agreement is breached by the Developer or City exercises the reversionary clause on the deed. Storm water retention, if required, may be located on PPN:15-A-012-0-00-002-0 through a utility easement provided by the City~~,~~ Retention may be wet basin or dry basin as shall be designed as a long narrow and deep basin to preserve land for the amphitheater. Final approval is required by City Engineer.

8. Capital Projects. Pending available funding, the City shall support the Project site development with infrastructure improvements as allocated within the City's capital budget, potential TIF Funding from PILOTS and local resources allocated to the Project area. These capital projects may include, but are not limited to, the future amphitheater (Section 10), resurfacing of Main, Latimore & Mill Streets, streetscape improvements, and the resurfacing of parking lot improvements at the property of the former Lake County General Health District site.

9. Transformational Mixed-Use Program (TMUD). The City has supported~~s~~ the application by the Developer to apply for Transformational Mixed-Use Program Tax Credit Certificate through the Ohio Department of Development. In order for Developer to qualify as an eligible owner for purposes of TMUD Credit application, the City has already ~~agrees to~~ transferred ownership of the Property pursuant to Project Feasibility Section 2, and the ~~below, within sixty (60) days after~~ Developers has already received ~~receipt of~~ a TMUD Tax Credit Certificate award ~~("Closing Date").~~ The Closing Date of the sale of the Property was~~is~~ contingent upon Developer being awarded TMUD Credit Certificate for Round 2 of the TMUD Program.

10. Future Amphitheater. It is the City's plan to seek grant funding in the amount of $750,000 from the State Capital Budget, use ARPA funding sources, and TIF resources (if any) to construct a new $1.6 million-dollar amphitheater on the adjacent PPN: 15-A-012-0-00-002-0 owned by the City and create an entertainment district at the site of the former Lake County General Health District. The Developer shall install a hard surfaced walkway from the public right-of-way adjacent to the project site to the top of the amphitheater and its expense. ~~Should such amphitheater be physically attached to the Project, an access easement and/or~~ A maintenance agreement ~~may be required, and if so,~~ shall be negotiated between both parties in good faith, and whereby the City and/or Developer may require such ~~access easement and/or~~ maintenance agreement to be filed with the Lake County Recorder's Office. ~~–~~This planned future amphitheater is aspirational at this time and it is not an obligation of the City pursuant to the term of this Agreement. In the event that the Developer commits to build the Project and obtains the funds to build the Project, then the City will employ its best efforts to seek additional funding resources in an effort to secure the funds necessary to complete the construction of the amphitheater.

11. Property Transfer. The City, after the construction of the building and prior to the construction of the parking lot, shall transfer ownership of PPN: 15-A-007-0-00-006-0 to the Developer at a cost of $6,500. The developer shall be responsible for all closing costs.

12. Retail Recruitment. The City shall provide assistance to the Developer for business recruitment for the Project retail, restaurant and other potential commercial space.

DEVELOPER'S OBLIGATIONS:

The Developer herein agrees that the following are obligations that shall be met by the Developer to fulfill the needs of the City and endeavor that the Project may proceed into construction.

1. DD Rezoning Documentation Review. The Developer shall review and submit any concerns to the City Planner related to the site preliminary Covenants and Deed Restrictions, attached hereto as **Exhibit C**, proposed to be submitted to the Planning Commission for the DD District Rezoning. The Developer review shall ensure that there are no restrictions that are impediments to the Project's development. The Developer will submit concept drawings and draft architectural drawings 30 days prior to the Planning Commission Meeting to obtain the required conditional use permit.

2. Project Concept Plan and Draft Architectural Plans. The Developer shall submit to the City a site concept plan and draft architectural drawings for the Project as required in the Unified Development Code (UDC). This concept plan shall include at a minimum (i) the number of residential units for the Project; (ii) the size of residential units for the Project; (iii) the parking requirements for the Project; and (iv) the proposed time frames for site preparation and building construction and building elevations. The City Administration may conduct an informal review and either approve or reject the draft architectural plans. If the plans are rejected by the City, the City shall detail the reasons that the City rejected the plans, and where possible, suggest suitable alternatives. The Developer shall then have 45 days to submit new plans and if the City rejects the revised plans, and the City and Developer after good faith efforts by both parties are unable to reach agreement on design, then this Agreement is terminated and becomes null and void. If the plans are acceptable, then the plans shall be submitted to the Planning Commission for final approval.

3. Final Concept Plan and Final Architectural Plans. The Developer shall submit the complete and final set of plans to the City including the final site plan and final architectural drawings which are consistent and in conformance with the approved concept plan and draft architectural plan within six (6) months of the approval of the Conditional Use Permit or the TMUD revised authorization whichever occurs first.

4. Restrictions on the Use of Property. The Project shall consist of a market rate residential apartment building with a ground floor apartment lobby, amenities, restaurant or other commercial use, and no more than twenty (20) residential apartment units on the 1st floor, as approved by the City. The Property shall be developed in accordance with the City's Unified Development Code, Downtown Development District (DD) Zoning regulations, Design Review Standards, assigned preliminary Covenants and Deed Restrictions as well as in accordance with the City's Downtown Master Plan and in reasonable conformity with Developer's preliminary concept plans attached hereto as **Exhibit B**. The residential component of the mixed-use development shall consist of a blend of unit sizes as submitted within the City' rezoning request.

5. Infrastructure. Developer shall provide all utility connections, relocations and improvements

that are needed to the Project at its own expense, but Developer may utilize available TIF proceeds to do so.

6. Developer Cooperation. The Developer agrees to contribute up to but not to exceed $25,000 as a result of revisions to the Development Agreement, Covenants & Deed Restrictions. Such fees will not include the cost of staff, only consultant and engineering costs.

7. Amphitheater connection. The Developer agrees to connect the top of amphitheater to the public sidewalk along Main Street by a hardscape walkway approved by the City and consistent with preliminary concept plans attached hereto as **Exhibit B**.

8. ProForma. The Developer has provided an updated –Proforma and 30-year tax analysis pertaining to the Project to the City's third party independent financial consultant for review in order for the City to consult with its financial consultant on the Project. Such Proforma contains the Developer's trade secret information and shall not be made part of the public record.

PROJECT FEASIBILITY

Project Feasibility. Upon completion of the activities contemplated by this Agreement, the parties mutually agree that the Project is feasible and the parties agree that construction can commence, the following shall then be executed.

1. Legislative Approval. Legislative approvals are required before City Council for the sale and transfer of the Property. Legislation shall include the Project timeframe and property reversion clause to revert the ownership, at no cost to the City and without reimbursement for any expenses incurred by either party, back to the City of ~~Painesville~~ Painesville. ~~should~~ ~~l~~improvements to the site and infrastructure associated with the vertical construction of the proposed mixed-use structure must ~~no~~t be underway by June 1, 2025 and at least $1,000,000.00 in construction improvements (as defined in the Reversionary Clause to the Deed that has already been filed) to the Property must be made by that date and if not, ~~. The~~ the City has the right but not the obligation to require that title be conveyed back to the City and to terminate this Agreement without any further obligation to the Developer.~~if the project does not proceed by that date.~~

2. Sale of Property/Deed Transfer. The City has transferred ownership of the Property from the City to the Developer by execution and recording of a General Warranty Deed at a cost of $10 to the Developer. Should the developer not meet the requirements of Section 1 above the city will enforce the reversionary clause outlined in that section.

ADDIITIONAL CLAUSES

1. Due Diligence. Each party shall use due diligence to carry out its obligations set forth in this Agreement.

2. Guaranties. Neither party guaranties or insures to the other party the success of the Project.

3. Savings Clause; Governing Law. If one or more provisions of this Agreement or any application of any provision shall be deemed or declared to be invalid, illegal or unenforceable in any respect, then validity, legality, or enforceability of the remaining provisions of this Agreement shall in no way be affected or implied. This Agreement shall be governed by and construed in accordance with the laws of the City of Painesville, Ohio and the State of Ohio. All actions regarding this Agreement shall be brought in the Lake County Court of Common Pleas, and Developer agrees that venue in such court is proper. The parties hereby waive trial by jury with respect to any and all disputes arising under this Agreement.

4. Modification. This Agreement shall not be changed, modified or amended, except by a writing signed by both parties.

5. Status of Parties. The relationship caused by this Agreement shall be, at all times and under all circumstances, one of contracting parties; and shall not be one of joint venture or partnership for any intents, purposes, designs or in any activities described in this Agreement. This Agreement, however, shall not modify or affect the rights of any party hereto under any other contract or agreement between the parties.

6. No Third Party Beneficiaries. There are neither actual nor intended third party beneficiaries to this Agreement.

7. No Continuing Waiver. The waiver of either party of breach of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

8. Assignment. This Agreement is non-assignable unless consent of assignment is approved by the City, and shall bind and inure to the benefit and burden of the parties to the extent stated herein. Notwithstanding the foregoing and with City approval, this Agreement may be assigned to an entity that would be the legal entity under which the Project would be completed so long as such entity is controlled by Developer or by the same principals that control the Developer. Such approval shall not be unreasonably withheld or delayed.

9. Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all other prior or contemporaneous agreements or understandings of the parties in connection with its subject matter.

10. Liability. The City assumes no liability for the actions of the Developer under this Agreement. The Developer agrees to fully indemnify and hold harmless the City against any and all liability, loss, damage, or expense which the City may sustain or be required to pay as a result of any knowingly wrongful or grossly negligent acts of the Developer in performance of its services and obligations under this Agreement. The Developer agrees that in order to protect itself as well as the

City under the indemnification provision set forth above, it will obtain and keep in full force and effect at all times during the term of this Agreement, a liability insurance policy issued by a company authorized to do business in the State of Ohio and approved by the City with liability coverage in the amount of $1,000,000.00. Said policy shall name the City as an additional insured.

11. Notices. All notices given by the parties hereunder shall be deemed given if delivered by Federal Express, UPS or other recognized overnight courier, personally delivered to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City: Douglas L. Lewis
Painesville City Manager
7 Richmond Street
Painesville, Ohio 44077

With a copy to: Painesville City Law Director
7 Richmond Street
Painesville, Ohio 44077

To Developer: Adelbert P. Marous. Jr., Manager
Grand River Walk LLC
38119 Stevens Blvd.
Willoughby, OH 44094.

With a copy to: Michael J. Sikora III
Sikora Law LLC
737 Boliver Rd. Suite 270
Cleveland, ~~Ohio 44115~~Ohio 44115

12. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns. Each party to this Agreement hereby represents and warrants that it is executing this Agreement with the full and proper authority and that the parties whose names appear hereon are duly authorized and empowered to make and execute this Agreement.

13. Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

15. Development Agreement Approval. Upon City Council's approval of this Agreement substantially in the form hereto, the City Manager may finalize, sign and execute the 257 East Main Street Development Agreement with the Developer, which such final Development Agreement shall be entered into by the City and the Developer by no later than December 3, 2024.

16. Contingency for Legislative Authorization from City Council. Notwithstanding anything to the contrary in this Agreement, the City shall not be in breach of this Agreement if for any reason City Council or the Planning Commission does not pass any and all additional ordinances as may be necessary for the City to enter into any agreements and amendments to this Agreement. In the event City Council or the Planning Commission shall fail to pass any ordinance or legislation necessary for the terms of this Agreement, Developer may terminate this Agreement upon written notice to the City.

[Signatures on the following page]

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first set forth above.

CITY:

CITY OF PAINESVILLE, an
Ohio Municipal Government

Date: _____

By: _____

DOUGLAS L. LEWIS
CITY MANAGER
CITY OF PAINESVILLE

DEVELOPER:

GRAND RIVER WALK LLC an
Ohio Limited Liability Company

Date: _____ By: _____

ADELBERT P. MAROUS, JR.
MANAGER

Approved as to form by Painesville Law Director:

Date: _____ By: _____

JAMES LYONS
LAW DIRECTOR

Plat of Lot Split and Consolidation

of

Parcel No. 15-A-007-0-00-001-0
Parcel No. 15-A-012-0-00-012-0
Parcel No. 15-A-012-0-00-005-0
Parcel No. 15-A-012-0-00-010-0

Creating

Parcel "A" and Parcel "B"
City of Painesville, Ohio

Situated in the City of Painesville, County of Lake and State of Ohio and known as being part of Sublot Nos. 1, 8 and 9 in the William P. Lattimore & Others Survey as shown by the plat recorded in Volume G, Page 137 of Lake County Deed Records, and of part of the Original Painesville Tract Nos. 2 and 3, Township 11, Range 8.

Ownerships

Parcel No. 15-A-012-A-00-017-0
Land conveyed to 8N State Street LLC by the deed dated August 25, 2023 recorded in Instrument No. 2023R016865 of Lake County Deed Records.

Parcel No. 15-A-012-A-00-018-0
Land conveyed to the 8N State Street LLC by the deed dated August 25, 2023 recorded in Instrument No. 2023R016865 of Lake County Deed Records.

Parcel No. 15-A-007-0-00-001-0
Land conveyed to Grand River Walk, LLC by the deed dated February 7, 2024 recorded in Instrument No. 2024R002373 of Lake County Deed Records.

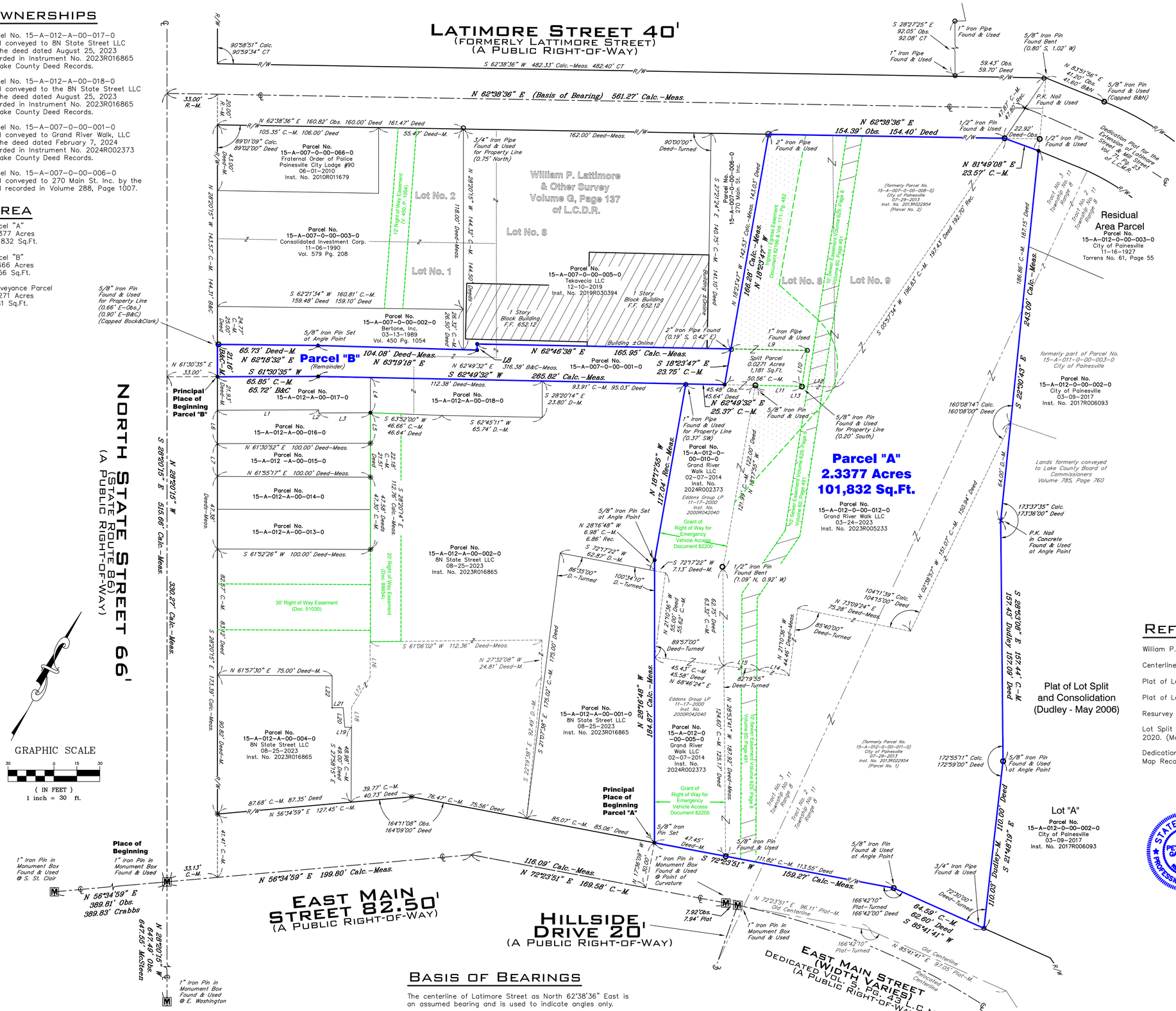
Parcel No. 15-A-007-0-00-006-0
Land conveyed to 270 Main St. Inc. by the deed recorded in Volume 288, Page 1007.

Area

Parcel "A"
2.3377 Acres
101,832 Sq.Ft.

Parcel "B"
0.1666 Acres
7,256 Sq.Ft.

Conveyance Parcel
0.0271 Acres
1,181 Sq.Ft.



Basis of Bearings

The centerline of Latimore Street as North 62°38'36" East is an assumed bearing and is used to indicate angles only.

Line Table

Line #	Length	Bearing
L1	66.16'	S 61° 24' 26" W
L2	2.07'	S 28° 30' 27" E
L3	33.84'	N 61° 24' 26" E
L4	23.04'	S 28° 20' 14" E
L5	19.96'	S 28° 20' 14" E
L6	21.84'	S 28° 20' 15" E
L7	21.47'	S 28° 20' 15" E
L8	4.00'	N 27° 51' 24" W
L9	50.00'	N 62° 46' 38" E
L10	23.72'	S 19° 44' 25" E
L11	30.45'	N 62° 49' 32" E
L12	21.62'	N 62° 49' 32" E
L13	52.07'	N 62° 49' 32" E
L14	20.00'	N 72° 14' 24" E
L15	23.29'	N 68° 46' 24" E
L16	22.97'	S 28° 29' 38" E
L17	23.45'	S 02° 57' 22" W
L18	12.98'	S 28° 22' 20" E
L19	4.39'	N 62° 30' 15" E
L20	12.88'	S 33° 20' 35" E
L21	7.16'	N 60° 23' 15" E
L22	20.96'	S 28° 16' 15" E

Intent Statement

The intent of this Consolidation Plat is to combine part of Parcel No. 15-A-007-0-00-001-0 and all of Parcel Nos. 15-A-012-0-00-010-0, 15-A-012-0-00-005-0 and 15-A-012-0-00-012-0 into one contiguous parcel.

Legend

- M = Monument Box Found
- O = Iron Pin Found
- O = Iron Pipe Found
- ● = Iron Pin Set
- ◉ = Drill Hole Set / Found
- + = P.K. Nail Set / Found

℄ = Centerline
℄ = Property Line

Parcel / Sublot line
Original Parcel / Sublot Line
Original Lot / Section Line
Centerline
Subject Property Line
Right-of-way Line
Easement Line

A	Arc Length	O.L.	Original Lot
B.N.	Building Number	O.R.	Official Record
Bldg.	Building	Obs.	Observed
Calc./C.	Calculated	Ord.	Ordinance
CH	Chord	P.C.	Point of Curvature
D.H.	Drill Hole	P.O.B.	Place of Beginning
D.V.	Deed Volume	P.P.O.B.	Principal Place of Beginning
Doc.	Document	P/L	Property Line
E.	East	Prop.	Proposed
Ex.	Existing	R/W	Right-of-Way
H.N.	House Number	Rec./R.	Record
Inst.	Instrument	Res.	Residence
L.C.M.R.	Lake County Map Records	S.	South
L.C.D.R.	Lake County Deed Records	S/L	Sublot
Meas./M.	Measured	Sq.Ft.	Square Feet
N.	North	V/Vol.	Volume
N/A	Not Available	W.	West

Reference Surveys

William P. Lattimore & Others Survey, Volume G, Page 137 of Lake County Deed Records. (Rec.)

Centerline Survey Plat – East Main Street, Volume 5, Page 43 of Lake County Map Records. (Plat)

Plat of Lot Split and Consolidation of Mill Street, by Edward B. Dudley, Dated May 2006. (Dudley)

Plat of Lot Split for Stanford Court Inc., by Debevec Salo & Associates, Inc., Dated August 1985. (Rec.)

Resurvey of Lands, by Crabbs' Surveying Service, Dated October 2017. (Crabbs)

Lot Split and Consolidation of The Consolidated Investment Corp., by McSteen Land Surveyors, Dated July 2020. (McSteen)

Dedication Plat for The Extension of Latimore Street and Mill Street, Volume 71, Page 23 of Lake County Map Records. (Plat)

Certification

This plat was prepared from a field survey, analysis of recorded plats, recorded deeds, and city survey records. Bearings shown hereon are to an assumed meridian and are intended to indicate angles only. Distances are given in feet and decimal parts thereof. All of which I certify to be correct to the best of my knowledge. I hereby certify I have surveyed the subject premises and prepared this drawing in Accordance with the provisions of Chapter 4733–37 of the Ohio Administrative Code.

State of Ohio — Peter John Gauriloff — 8646 — Registered Professional Surveyor

Ownership – February 8, 2024
April 6, 2023

Peter J. Gauriloff — P.S. No. 8646 — Date

Note: ● Denotes 5/8"x30" iron pins set and capped "Riverstone Company–PS6747–PS8646"

◉ Denotes drill hole set at property corner.

RIVERSTONE
LAND SURVEYING · ENGINEERING · DESIGN
3800 LAKESIDE AVENUE · SUITE 100
CLEVELAND · OHIO · 44114
PHONE: (216) 491-2000 FAX: (216) 491-9640
WWW.RIVERSTONESURVEY.COM

Grand River Walk ALTA/NSPS Survey

LEGAL DESCRIPTION
OF
PARCEL "A"
PARCEL NO. 15-A-012-0-00-012-0
PARCEL NO. 15-A-012-0-00-010-0
PARCEL NO. 15-A-012-0-00-005-0
PART OF PARCEL NO. 15-A-007-0-00-001-0
CITY OF PAINESVILLE, OHIO

Situated in the City of Painesville, County of Lake and State of Ohio and known as being part of Sublot Nos. 8 and 9 in the William P. Lattimore & Others Survey as shown by the plat recorded in Volume G, Page 137 of Lake County Deed Records, and of part of the Original Painesville Tract Nos. 2 and 3, Township 11, Range 8 and further bounded and described as follows:

Beginning at a 1" iron pin in a monument box found at the intersection of the centerlines of East Main Street (82.50 feet wide) and North State Street (State Route 86) (66 feet wide);

Thence North 56°34'59" East along the centerline of East Main Street, 199.80 feet to an angle point;

Thence North 72°23'51" East continuing along the centerline of East Main Street, 116.09 feet to a point;

Thence North 17°36'09" West, 30.00 feet to a 5/8" iron pin set on the northerly right of way of East Main Street at the southeasterly corner of land conveyed to 8N State Street LLC (Parcel No. 15-A-012-A-00-001-0) by the deed dated August 25, 2023 recorded in Instrument No. 2023R016865 of Lake County Deed Records and the **Principal Place of Beginning** of the premises herein described;

Thence North 28°16'48" West along an easterly line of land so conveyed to 8N State Street LLC (Parcel No. 15-A-012-A-00-001-0 and 15-A-012-A-00-002-0), 184.87 feet to a 5/8" iron pin set at an angle point;

Thence North 18°17'55" West continuing along the easterly line of land so conveyed to 8N State Street LLC (Parcel No. 15-A-012-A-00-002-0), 117.04 feet to a 1" iron pipe found (South 62°49'32" West, 0.37 feet) on a southerly line of land conveyed to Grand River Walk,

LLC (Parcel No. 15-A-007-0-00-001-0) by the deed dated February 7, 2024 recorded in Instrument No. 2024R002373 of Lake County Deed Records.

Thence North 62°49'32" East along the southerly line of land so conveyed to Grand River Walk, LLC , 25.37 feet to a 5/8" iron pin set;

Thence North 18°23'47" West and passing through a 2" iron pipe found (0.19 feet south and 0.42 feet east) on the easterly line of land conveyed to 270 Main St. Inc. (Parcel No. 15-A-007-0-0-00-006-0) by the deed recorded in Volume 288, Page 1007 of Lake County Deed Records at 23.75 feet, a total distance of 166.28 feet to 2" iron pipe found on the southerly right of way of Latimore Street (formerly Lattimore Street) (40 feet wide);

Thence North 62°38'36" East along the southerly right of way of Latimore Street, 154.39 feet to a 1/2" iron pin found on the southerly right of way of Latimore Street Extension as shown on the Dedication Plat for the Extension of Latimore Street and Mill Street recorded in Volume 71, Page 23 of Lake County Map Records;

Thence North 81°49'08" East along the southerly right of way of said Latimore Street Extension, 23.57 feet to a 5/8" iron pin set on the westerly line of land conveyed to the City of Painesville (Parcel No. 15-A-012-0-00-003-0) as recorded in Torrens No. 61, Page 55 of Lake County Deed Records;

Thence South 22°30'43" East along the westerly line of land so conveyed to the City of Painesville (Parcel No. 15-A-012-0-00-003-0) and the westerly so conveyed to the City of Painesville (Parcel No. 15-A-012-0-00-002-0) by the deed recorded in Instrument No. 2017R006093 of Lake County Deed Records, 243.09 feet to a p.k. nail found in concrete at an angle point;

Thence South 28°53'08" East continuing along the westerly line of land so conveyed to the City of Painesville, 157.44 feet to a 5/8" iron pin found to an angle point;

Thence South 21°48'19" East continuing along the westerly line of land so conveyed to the City of Painesville, 110.03 feet to a 3/4" iron pipe found on the northerly right of way of said East Main Street (width varies) as dedicated in Volume 5, Page 43 of Lake County Map Records;

Thence South 85°41'41" West along the northerly right of way of East Main Street, 64.59 feet to a 5/8" iron pin found at an angle point;

Thence South 72°23'51" West continuing along the northerly right of way of East Main Street, 159.27 feet to the **Principal Place of Beginning,** containing 2.3377 acres as surveyed and described by Peter J. Gauriloff, P.S. No. 8646 of The Riverstone Company in April of 2023, updated February 2024 and subject to all legal highways, restrictions, reservations and easements.

Note: All 5/8"x30" iron pins set and capped "Riverstone Company PS6747-PS8646"

Basis of Bearings:
The centerline of Latimore Street as North 62°38'36" East is an assumed bearing and is used to indicate angles only.

Intent Statement:
The intent of this legal description is to combine part of Parcel No. 15-A-007-0-00-001-0 (0.0271 Acres) and all of Parcel Nos.15-A-012-0-00-010-0, 15-A-012-0-00-005-0 and 15-A-012-0-00-012-0 into one contiguous parcel.

Deeds of Reference:
Parcel No. 15-A-012-0-00-012-0
Land conveyed to Grand River Walk LLC by the deed dated March 24, 2023 and recorded in Instrument No. 2023R005233 of Lake County Deed Records.

Parcel No. 15-A-012-0-00-005-0 and Parcel No. 15-A-012-0-00-010-0
Land conveyed to Grand River Walk, LLC by the deed dated February 7, 2024 recorded in Instrument No. 2024R002373 of Lake County Deed Records.

Parcel No. 15-A-007-0-00-001-0
Land conveyed to Grand River Walk, LLC by the deed dated February 7, 2024 recorded in Instrument No. 2024R002373 of Lake County Deed Records.

April 6, 2023
Updated - February 8, 2024

Pete J. Gauriloff P.S. No. 8646 Date

PRE-APPROVED
Lake County Engineer
Tax Map Department

DocId:10036761
Tx:40098495

RECORD NUMBER:
2023R005233
RECORDED:
03/24/2023 08:52:42 AM
BECKY LYNCH, RECORDER
LAKE COUNTY OHIO
REC FEE: 154.00
TOTAL PAGES: 17

This conveyance has been examined and the Grantor has complied with section 319.202 of the Revised Code.
Transfer # 48010
Transfer Fee $ 504
Conveyance Fee $
Filed with the office of Christopher A. Galloway
Date 3/24/2023 By CL

WARRANTY DEED

Know all Men by these Presents, that the **City of Painesville,** an Ohio political subdivision, the Grantor, who claims title by or through instrument, recorded in Document No. 2013R022954 and 2022R027375 and 2023R004930, Lake County Recorder's Office, for the consideration of Ten Dollars and Other Consideration ($10.00 etc.) for valuable consideration paid, grant, with general warranty covenants, to **Grand River Walk, LLC** whose tax mailing address will be 36933 Vine St, Willoughby, OH 44094 situated in the City of Painesville, County of Lake, and State of Ohio, and being and more fully described as follows:

See Exhibit A Attached hereto

Prior Instrument No. Document No. 2013R022954 & 2022R027375 & 2023R004930 Address 257 E. Main Street, Painesville, Ohio 44077

This property is subject to the Declaration of Covenants, Conditions and Restrictions that was originally filed on October 31, 2022 and assigned Document No. 2022R029286 and which was refiled on February 28, 2023 and assigned Document No.2023R003381.

this deed, the Property shall revert to the City of Painesville, and the Grantee, its successors and assigns, shall have no further rights or interest in the property. In the event that the Grantee fails to comply with the terms and conditions of this Deed and if the Grantee does not provide the City with a Deed that conveys back to the City the title to this Property, the City may then file an Affidavit of Facts with the Lake County Recorder's Office that declares the Grantee has failed to comply with the terms and conditions of this Deed and this Affidavit of Facts shall then confirm that the Property is now owned by the Grantee, the City of Painesville. The City if it deems it necessary shall also have the right to file against the Grantee, its successor and assigns a specific performance action or an injunction or a quiet title action to confirm the City's title in the Property and/or to reacquire title to the Property.

In addition to the above restrictions, this property may also be subject to all legal highways and (a) restrictions, conditions, reservation, encroachment and easements of record, (b) zoning ordinances, if any, (c) taxes and assessments, both general and special, presently a lien but not yet payable.

In Testimony Whereof said City of Painesville sets its hand by Douglas L. Lewis, the City Manager of the City of Painesville.

Executed the 21st day of March, 2023.

City of Painesville

Douglas L. Lewis

By: Douglas L. Lewis,
Its City Manager

The Grantee Grand River Walk, LLC acknowledges all of the conditions that are contained and/or referenced in this Deed and the Grantee agrees to abide and follow all of the conditions, restrictions and conditions that are contained and/or referenced in this Deed.

Grand River Walk, LLC

By: Adelbert P. Marous, Jr
Its: Manager

State of Ohio)
County of Lake)ss

This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Before me, a Notary Public, in and for said County and State, personally appeared the above named Grand River Walk by Adelbert P. Marous, Jr, its Manager who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said Grand River Walk, LLC and the free act and deed of Adelbert P. Marous, Jr personally and as such officer.

In Testimony Whereof, witness my signature and official seal at Willoughby OH, this 21st day of March, 2023.

NOTARY PUBLIC

NOTARIAL SEAL OHIO STATE OF OHIO

MICHAEL J. VIDMAR, ATTORNEY
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

This Instrument Prepared By:
James M. Lyons, Esq.
240 E. Main Street, Painesville, Ohio 44077

Exhibit A

LEGAL DESCRIPTION
OF
PARCEL "A"
LATIMORE STREET LANDS
PARCEL NO. 15-A-007-0-00-008-0
PARCEL NO. 15-A-012-0-00-011-0
PARCEL NO. 15-A-012-0-00-012-0
CITY OF PAINESVILLE, OHIO

Situated in the City of Painesville, County of Lake and State of Ohio and known as being part of Sublot Nos. 8 and 9 in the William P. Lattimore & Others Survey as shown by the plat recorded in Volume G, Page 17 of Lake County Deed Records, and of part of the Original Painesville Tract No. 2 and 3, Township 11, Range 8 and further bounded and described as follows:

Beginning at a 1" iron pin found in a monument box at the centerline intersection of Mill Street (40 feet wide) and East Main Street (dedicated Volume 5, Page 43 Lake County Map Records) (width varies);

Thence North 24°31'16" East along the centerline of Mill Street, 15.96 feet to the northerly right of way of East Main Street;

Thence North 61°02'12" West along said northerly right for way of East Main Street, 124.18 feet to an angle point in said right of way;

Thence South 85°41'41" West continuing along the northerly right for way of East Main Street, 47.48 feet to a 3/4" iron pipe found at the southwesterly most corner of land conveyed to City of Painesville (Parcel No. 15-A-012-0-00-002-0) by the deed recorded in Instrument No. 2017R006093 of Lake County Deed Records and being the **Principal Place of Beginning** of the premises herein described;

Thence South 85°41'41" West continuing along the northerly right for way of East Main Street, 64.59 feet to a 5/8" iron pin set at and angle point in said right of way;

Thence South 72°23'51" West continuing along the northerly right for way of East Main Street, 111.82 feet to a 5/8" iron pin set at the southeasterly corner of land

conveyed to Eddons Groups LP (Parcel No. 15-A-012-0-00-005-0) by the deed recorded in Instrument No. 2000R42040 of Lake County Deed Records;

Thence North 28°53'41" West along the easterly line of lands so conveyed to Eddons Groups LP (Parcel No. 15-A-012-0-00-005-0) and the easterly line of land conveyed to Eddons Groups LP (Parcel No. 15-A-012-0-00-010-0) by the deed recorded in Instrument No. 2000R42040 of Lake County Deed Records, 187.92 feet to a 1/2" iron pin found (1.09 feet north, 0.92 feet west);

Thence North 18°17'55" West along the easterly line of lands so conveyed to Eddons Groups LP, 121.99 feet to a 5/8" iron pin found on the southerly line of land conveyed to Consolidated Investment Corp. (Parcel No. 15-A-007-0-00-001-0) by the deed recorded in Volume 426, Page 122 of the Lake County Deed Records;

Thence North 62°49'32" East along the southerly line of land so conveyed to Consolidated Investment Corp. (Parcel No. 15-A-007-0-00-001-0), 30.45 feet to a 5/8" iron pin found (0.20 feet south, 0.00 feet east);

Thence North 19°44'25" West along the easterly line of land so conveyed to Consolidated Investment Corp. (Parcel No. 15-A-007-0-00-001-0), 23.72 feet to a 1" iron pin found;

Thence South 62°11'33" West along the northerly line of land so conveyed to Consolidated Investment Corp., 50.00 feet to a 2" iron pipe found (0.26 feet south, 0.18 feet west) at the southeasterly corner of land conveyed 270 Main St. Inc. (Parcel No. 15-A-007-0-00-006-0) by the deed recorded in Volume 288, Page 1007 of Lake County Deed Records;

Thence North 18°25'48" West along the easterly line of land so conveyed to 270 Main St. Inc., (Parcel No. 15-A-007-0-00-006-0) 143.03 feet to a 2" iron pipe found on the southerly right of way of Latimore Street (40 feet wide);

Thence North 62°38'36" East along the southerly right of way of Latimore Street, passing through a 1/2" iron pin found at 154.39 feet, 177.31 feet to a 1/2" iron pin found on the westerly line of land conveyed to the City of Painesville (Parcel No. 15-A-011-0-00-003-0) by the deed recorded in Torrens Volume 6, Page 55 of Lake County Deed Records;

Thence South 22°30'43" East along lands so conveyed to the City of Painesville (Parcel No. 15-A-007-0-00-006-0) and previously mentioned land so conveyed to the City of Painesville (Parcel No. 15-A-012-0-00-002-0), 250.86 to a p.k. nail found on concrete;

Thence South 28°53'08" East continuing along lands so conveyed to the City of Painesville (Parcel No. 15-A-012-0-00-002-0), 157.44 to a 5/8" iron pin set;

Thence South 21°48'19" East continuing along lands so conveyed to the City of Painesville(Parcel No. 15-A-012-0-00-002-0), 110.03 feet to the northerly right of way of East Main Street and to the **Principal Place of Beginning** and containing 1.9945 acres of land, as surveyed and described by Peter John Gauriloff, P.S. No. 8646 of The Riverstone Company in August 2022, subject to all legal highways, restrictions, reservations and easements of record.

Deeds of Reference:
Parcel No. 15-A-007-0-00-008-0
Parcel No. 15-A-012-0-00-011-0
Parcel No. 15-A-012-0-00-012-0
Land conveyed to the City of Painesville by deed dated July 29, 2013 and recorded in Instrument No. 2013R022954 of Lake County Records.

Basis of Bearing:
The centerline of Latimore Street as North 62°38'36" East is an assumed bearing and is used to indicate angles only.

Intent Statement:
The intent of this description is to combine Parcel No. 15-A-007-0-00-008-0, 15-A-012-0-00-011-0, and 15-A-012-0-00-012-0 into one contiguous parcel.

Pete Gauriloff

August 16, 2022

Peter J. Gauriloff P.S. No. 8646 Date

Exhibit B

257 EAST MAIN STREET DEVELOPMENT AGREEMENT

257 EAST MAIN STREET DEVELOPMENT AGREEMENT (the "Agreement") is made by and between THE CITY OF PAINESVILLE, (the "City"), and GRAND RIVER WALK LLC, an Ohio Limited Liability Company, or its assigns (collectively the "Developer"), having its offices at 38119 Stevens Blvd., Willoughby, OH 44094.

RECITALS:

WHEREAS, the City desires to redevelop the former Painesville Plaza Hotel site consisting of 2.01 acres located at 257 East Main Street Parcel #'s 15-A-012-0-00-012-0 (.84 acres), 15-A-012-0-00-011-0 (.76 acres) and 15-A-007-0-00-080-0 (.41 acres) (the "Property"). The Property description and 2021 ALTA survey are attached hereto as **Exhibit A**; and

WHEREAS, the City desires to engage in urban redevelopment and has adopted a redevelopment plan for the City's downtown district; and

WHEREAS, the Property is located in downtown Painesville, approximately 1,300 feet west of the Grand River and East Main Street bridge and is bounded by Latimore Street to the north, East Main Street to the south, the former Lake County General Health site and Kiwanis Park to the east, and the Key Bank office building and parking lot to the west; and

WHEREAS, the Developer has extensive experience in building residential mixed-use apartment buildings in areas similar to the Property; and desires to construct a mixed-use residential and retail/restaurant building that and in conformance with the City's Downtown Master Plan and similar in concept as the Painesville Mixed-Use Development Concept Plan completed on a preliminary basis by the Developer attached hereto as **Exhibit B**; and

WHEREAS, the Developer seeks the opportunity to develop the Property and the City believes it is in its best interest to allow the Developer the opportunity to develop the Property by building a mixed-use apartment building with, except for the ground floor apartment entrance, lobby & community areas, the entire ground floor area being a mix of retail, restaurant space, and potentially other commercial as described in this Agreement (the "Project"); and

WHEREAS, it is the desire of the Parties to enter into this Agreement to facilitate the completion of the Project.

NOW, THEREFORE, in consideration of the mutual promises and preliminary covenants stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

CITY OF PAINESVILLE'S OBLIGATIONS:

The City of Painesville herein agrees that the following are obligations that shall be met by the City prior to the construction of the Project by the Developer.

1. Revised Unified Development Code. The City has modified the City's Downtown Development (DD) District in its Unified Development Code to allow increased density to accommodate the Project based upon an approved site development plan.

2. DD District Rezoning. On or before October 2022, the City shall request a rezoning of the Project site and the conditional use permit of the Project area. The Property will be requested to be rezoned to the DD District as outlined in the City's Unified Development Code Section 1117.09. The City will submit, as required under the DD zoning, the preliminaty Declaration of Covenants, Conditions and Restrictions, attached hereto as Exhibit C. The restrictions submitted will establish the density, parking and unit size requirements for the Project. This rezoning request may be brought to Planning Commission within 30 days of meeting the requirements referenced within this Agreement under Developer's Obligations, Section 2.

3. 5709.41 TIF. Upon the signing of this Agreement, the City shall engage legal counsel to file for Tax Increment Financing (TIF) under Section 5709.41 of the Ohio Revised Code (ORC). This new TIF will allow 100% of the "improvements" made to the Property to be abated for a period of 30 years subject to a Compensation Agreement with the Painesville City School District that will provide for (i) 100% tax abatement of the "improvements" made to the Property during years 1-15; and (ii) Payments in Lieu of Taxes ("PILOTS") to be made to the School District on a graduated basis during years 16-30 (25% in years 16-20, 50% in years 21-25, and 75% in years 26-30). Any funds to the City received from the TIF will be used for public improvements to the Project area and surrounding site improvements that would support the Project.

4. Opportunity Zone (OZ). Within thirty (30) days of execution of this Agreement, the City shall reimburse the Developer $10,000 in legal fees pertaining to an approved use of the OZ for site development, and may include legal fees pertaining to necessitate lease agreement(s) with Lake County, Ohio. This approved use is for the purposes of using the tax advantages of investing in an OZ to support the Project. The City will also enter into lease agreement(s) for surface parking lots with the Board of Commissioners of Lake County, Ohio and sublease the surface parking lots to Developer.

5. Site Survey. Upon the Developer meeting the obligations that are set forth within this Agreement, the City will update the 2021 ALTA survey of the Project area as necessary for the transfer of land to the Developer, and for purposes of the Developer's closing or

financing as may be required by the Developer's lender for the parcels pertaining to this Agreement, attached hereto as Exhibit A. The City shall provide all documents to the Developer related to the completed 2021 ALTA survey upon execution of this Agreement and shall provide Developer with any additional documents pertaining to any updates to the ALTA survey. The City will also consolidate the three parcels identified above into one parcel.

6. Environmental Cleanup. The City shall engage a qualified environmental consultant to complete a Phase I update, Phase II update, and other environmental assessment work related to remediation of lead at the Project site. The City shall complete the cleanup and delineation of lead and provide the Developer a No Further Action (NFA) Letter for the site, satisfying Ohio EPA standards for residential use and occupancy. The City has a pending Brownfield Remediation Program grant request with the Ohio Department of Development Services Agency Brownfield Grant, whereby if granted, the City will commence clean up on the timeline and per the terms of the grant. All Brownfield Remediation Program grant funds shall be used for the Project site, whether expended directly by the City, or otherwise utilized for the Project for any related costs, including but not limited to necessary repairs and/or replacements of the sewer lines on the Property if approved by the ODOD. If the City is unsuccessful in receiving such grant funds timely from ODOD in order to complete the remediation timeframe in accordance with this Agreement, then the City will complete the above environmental remediation with local resources to meet the remediation timeframe contemplated in this Agreement and replenish such local resources when the grant funds have been received from ODOD. The City shall complete the necessary environmental assessment, delineation and remediation and provide documentation to the Developer from a certified environmental consultant to Developer to support the completion of the remediation that satisfies Ohio EPA standards for residential use and occupancy, along with a bona fide prospective purchaser letter from such environmental consultant no later than the earlier of (a) forty-five (45) days after Developer has received a TMUD (hereinafter defined) Tax Credit award, or (b) December 31, 2022.

7. Infrastructure, Easements. The City will maintain all utility easements on the Project site. The City will provide Developer with an Easement that allows for portions of the Project to encroach onto the adjacent City-owned property consisting of PPN#'s 15-A-012-0-00-002-0, preliminarily as contemplated on the site plan contained in Exhibit B. Storm water retention, if required, may be located on PPN:15-A-012-0-00-002-0 through a utility easement provided by the City, Retention may be wet basin or dry basin as shall be determined in the sole discretion of Owners. Final approval is required by City Engineer.

8. Capital Projects. Pending available funding, the City shall support the Project site development with infrastructure improvements as allocated within the City's capital budget, potential TIF Funding from PILOTS and local resources allocated to the Project area. These capital projects may include, but are not limited to, the future amphitheater, (Section 10), the resurfacing of Latimore & Mill Streets, streetscape improvements, and the resurfacing of parking lot improvements at the property of the former Lake County General Health District site.

9. Transformational Mixed-Use Program (TMUD). The City supports the application by the Developer to apply for Transformational Mixed-Use Program Tax Credit Certificate through the Ohio Department of Development. In order for Developer to qualify as an eligible owner for purposes of TMUD Credit application, the City agrees to transfer ownership of the Property pursuant to Project Feasibility Section 2, below, within sixty (60) days after Developers receipt of a TMUD Tax Credit Certificate award ("Closing Date"). The Closing Date of the sale of the Property is contingent upon Developer being awarded TMUD Credit Certificate for Round 2 of the TMUD Program.

10. Future Amphitheater. It is the City's plan to seek grant funding in the amount of $750,000 from the State Capital Budget, use ARPA funding sources, and TIF resources (if any) to construct a new $1.6 million-dollar amphitheater on the adjacent PPN#15-A-012-0-00-002-0 owned by the City and create an entertainment district at the site of the former Lake County General Health District. Should such amphitheater be physically attached to the Project, an access easement and/or maintenance agreement may be required, and if so, shall be negotiated between both parties in good faith, and whereby the City and/or Developer may require such access easement and/or maintenance agreement to be filed with the Lake County Recorder's Office. This planned future amphitheater is aspirational at this time and it is not an obligation of the City pursuant to the term of this Agreement. In the event that the Developer commits to build the Project and obtains the funds to build the Project, then the City will employ its best efforts to seek additional funding resources in an effort to secure the funds necessary to complete the construction of the amphitheater.

11. Shared Parking Agreements. The City commits that if the Developer builds the Project, then the City shall provide an easement that provides for shared parking at the former Lake County General Health District site on PPN #15-A-012-0-00-002-0 at no cost to the Developer.

12. Retail Recruitment. The City shall provide assistance to the Developer for business recruitment for the Project retail, restaurant and other potential commercial space.

DEVELOPER'S OBLIGATIONS:

The Developer herein agrees that the following are obligations that shall be met by the Developer to fulfill the needs of the City and endeavor that the Project may proceed into construction.

1. DD Rezoning Documentation Review. The Developer shall review and submit any concerns to the City Planner related to the site preliminary Covenants and Deed Restrictions, attached hereto as **Exhibit C**, proposed to be submitted to the Planning Commission for the DD District Rezoning. The Developer review shall ensure that there are no restrictions that are impediments to the Project's development. The Developer will submit concept drawings and draft architectural drawings 30 days prior to the Planning Commission Meeting to rezone this property to the DD District and obtain the required conditional use permit.

2. Project Concept Plan and Draft Architectural Plans. The Developer shall submit to the City a site concept plan and draft architectural drawings for the Project as required in the Unified Development Code (UDC). This concept plan shall include at a minimum (i) the number of

residential units for the Project; (ii) the size of residential units for the Project; (iii) the parking requirements for the Project; and (iv) the proposed time frames for site preparation and building construction and building elevations. The City Administration may conduct an informal review and either approve or reject the draft architectural plans. If the plans are rejected by the City, the City shall detail the reasons that the City rejected the plans, and where possible, suggest suitable alternatives. The Developer shall then have 45 days to submit new plans and if the City rejects the revised plans, and the City and Developer after good faith efforts by both parties are unable to reach agreement on design, then this Agreement is terminated and becomes null and void. If the plans are acceptable, then the plans shall be submitted to the Planning Commission for final approval.

3. Final Concept Plan and Final Architectural Plans. Upon approval of the zoning request by the Planning Commission and City Council, the Developer shall submit the complete and final set of plans to the City including the final site plan and final architectural drawings which are consistent and in conformance with the approved concept plan and draft architectural plan. Submission must occur within six (6) months of the date of approval of the rezoning.

4. Restrictions on the Use of the Property. The Project shall consist of a market rate residential apartment building with ground floor apartment lobby and amenities, retail, restaurant, and potentially other commercial space, as approved by the City. The Property shall be developed in accordance with the City's Unified Development Code, Downtown Development District (DD) Zoning regulations, Design Review Standards, assigned preliminary Covenants and Deed Restrictions as well as in accordance with the City's Downtown Master Plan and in reasonable conformity with Developer's preliminary concept plans attached hereto as **Exhibit B**. The residential component of the mixed-use development shall consist of a blend of unit sizes as submitted within the City' rezoning request.

5. Infrastructure. Developer shall provide all utility connections, relocations and improvements that are needed to the Project at its own expense, but Developer may utilize available TIF proceeds to do so.

6. Developer Cooperation. The Developer agrees to provide any and all information necessary to assist the City in moving forward with the rezoning of the Property.

7. ProForma. The Developer has provided a Proforma and 30-year tax analysis pertaining to the Project to the City's third party independent financial consultant for review in order for the City to consult with its financial consultant on the Project. Such Proforma contains the Developer's trade secret information and shall not be made part of the public record.

PROJECT FEASIBILITY

Project Feasibility. Upon completion of the activities contemplated by this Agreement, the parties mutually agree that the Project is feasible and the parties agree that construction can commence, the following shall then be executed.

1. Legislative Approval. Legislative approvals are required before City Council for the sale and transfer of the Property. Legislation shall include the Project timeframe and property reversion clause to revert the ownership, at no cost to the City and without reimbursement

for any expenses incurred by either party, back to the City of Painesville should the Project construction not commence within twelve (12) months after the later of (i) the City's approval of the rezoning, development plan and conditional use permit, (ii) the Developer's receipt of a TMUD Tax Credit Certificate award from the Ohio Department of Development, or (iii) the transfer of the Property from the City to the Developer. The Developer shall also have the right to request extensions from the City Planning Commission as set forth in the Unified Development Code Section 111.08 (g) as permitted to commence construction of the Project if adverse conditions arise pertaining to economic, market, pandemic, supply chain, financing and/or weather, force majeure or other acts of God, war or terrorism that would reasonably cause delay in commencement of construction of the Project.

2. Sale of Property/Deed Transfer. The City shall transfer of ownership of the Property from the City to the Developer by execution and recording of a General Warranty Deed after the following occurrences and within the following timeframes: (i) fifty-five (55) days after Developer has received a TMUD Tax Credit award from the Ohio Department of Development, or (ii) within five (5) business days after the City's completion of the environmental cleanup of the Property, as outlined in Section 7, City of Painesville's Obligations, with necessary documentation submitted for receipt of the No Further Action (NFA) letter and issuance of the bona fide prospective purchaser letter, all of which shall be a condition of closing and transfer of the Property by the City to the Developer, unless such condition has been waived by Developer, and so long as the Developer has committed itself by way of a written agreement to build the approved Project and has obtained the financing required to build the Project. The City shall provide the title search and title transfer. The Developer shall provide all other related costs to transfer of title including but not limited to title insurance, appraisal costs, all processing and underwriting fee's. There shall be a cost of $10 to the Developer to purchase the Property.

ADDITIONAL CLAUSES

1. Due Diligence. Each party shall use due diligence to carry out its obligations set forth in this Agreement.

2. Guaranties. Neither party guaranties or insures to the other party the success of the Project.

3. Savings Clause; Governing Law. If one or more provisions of this Agreement or any application of any provision shall be deemed or declared to be invalid, illegal or unenforceable in any respect, then validity, legality, or enforceability of the remaining provisions of this Agreement shall in no way be affected or implied. This Agreement shall be governed by and construed in accordance with the laws of the City of Painesville, Ohio and the State of Ohio. All actions regarding this Agreement shall be brought in the Lake County Court of Common Pleas, and Developer agrees that venue in such court is proper. The parties hereby waive trial by jury with respect to any and all disputes arising under this Agreement.

4. Modification. This Agreement shall not be changed, modified or amended, except by a writing signed by both parties.

5. Status of Parties. The relationship caused by this Agreement shall be, at all times and

under all circumstances, one of contracting parties; and shall not be one of joint venture or partnership for any intents, purposes, designs or in any activities described in this Agreement. This Agreement, however, shall not modify or affect the rights of any party hereto under any other contract or agreement between the parties.

6. No Third Party Beneficiaries. There are neither actual nor intended third party beneficiaries to this Agreement.

7. No Continuing Waiver. The waiver of either party of breach of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

8. Assignment. This Agreement is non-assignable unless consent of assignment is approved by the City, and shall bind and inure to the benefit and burden of the parties to the extent stated herein. Notwithstanding the foregoing and with City approval, this Agreement may be assigned to an entity that would be the legal entity under which the Project would be completed so long as such entity is controlled by Developer or by the same principals that control the Developer. Such approval shall not be unreasonably withheld or delayed.

9. Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all other prior or contemporaneous agreements or understandings of the parties in connection with its subject matter.

10. Liability. The City assumes no liability for the actions of the Developer under this Agreement. The Developer agrees to fully indemnify and hold harmless the City against any and all liability, loss, damage, or expense which the City may sustain or be required to pay as a result of any knowingly wrongful or grossly negligent acts of the Developer in performance of its services and obligations under this Agreement. The Developer agrees that in order to protect itself as well as the City under the indemnification provision set forth above, it will obtain and keep in full force and effect at all times during the term of this Agreement, a liability insurance policy issued by a company authorized to do business in the State of Ohio and approved by the City with liability coverage in the amount of $1,000,000.00. Said policy shall name the City as an additional insured.

11. Notices. All notices given by the parties hereunder shall be deemed given if delivered by Federal Express, UPS or other recognized overnight courier, personally delivered to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:	Douglas L. Lewis Painesville City Manager 7 Richmond Street Painesville, Ohio 44077
With a copy to:	Painesville City Law Director 7 Richmond Street Painesville, Ohio 44077
To Developer:	Adelbert P. Marous, Jr., Manager Grand River Walk LLC

38119 Stevens Blvd.
Willoughby, OH 44094.

With a copy to: Michael J. Sikora III
Sikora Law LLC
737 Boliver Rd. Suite 270
Cleveland, Ohio 44115

12. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns. Each party to this Agreement hereby represents and warrants that it is executing this Agreement with the full and proper authority and that the parties whose names appear hereon are duly authorized and empowered to make and execute this Agreement.

13. Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

15. Development Agreement Approval. Upon City Council's approval of this Agreement substantially in the form hereto, the City Manager may finalize, sign and execute the 257 East Main Street Development Agreement with the Developer, which such final Development Agreement shall be entered into by the City and the Developer by no later than June 30, 2022.

16. Contingency for Legislative Authorization from City Council. Notwithstanding anything to the contrary in this Agreement, the City shall not be in breach of this Agreement if for any reason City Council or the Planning Commission does not pass any and all additional ordinances as may be necessary for the City to enter into any agreements and amendments to this Agreement. In the event City Council or the Planning Commission shall fail to pass any ordinance or legislation necessary for the terms of this Agreement, Developer may terminate this Agreement upon written notice to the City.

[Signatures on the following page]

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first set forth above.

CITY:

CITY OF PAINESVILLE, an
Ohio Municipal Government

Date: 7/1/22

By: Douglas L. Lewis

DOUGLAS L. LEWIS
CITY MANAGER
CITY OF PAINESVILLE

DEVELOPER:

GRAND RIVER WALK LLC an
Ohio Limited Liability Company

Date: 7/1/2022

By: _____

ADELBERT P. MAROUS, JR.
MANAGER

Approved as to form by Painesville Law Director:

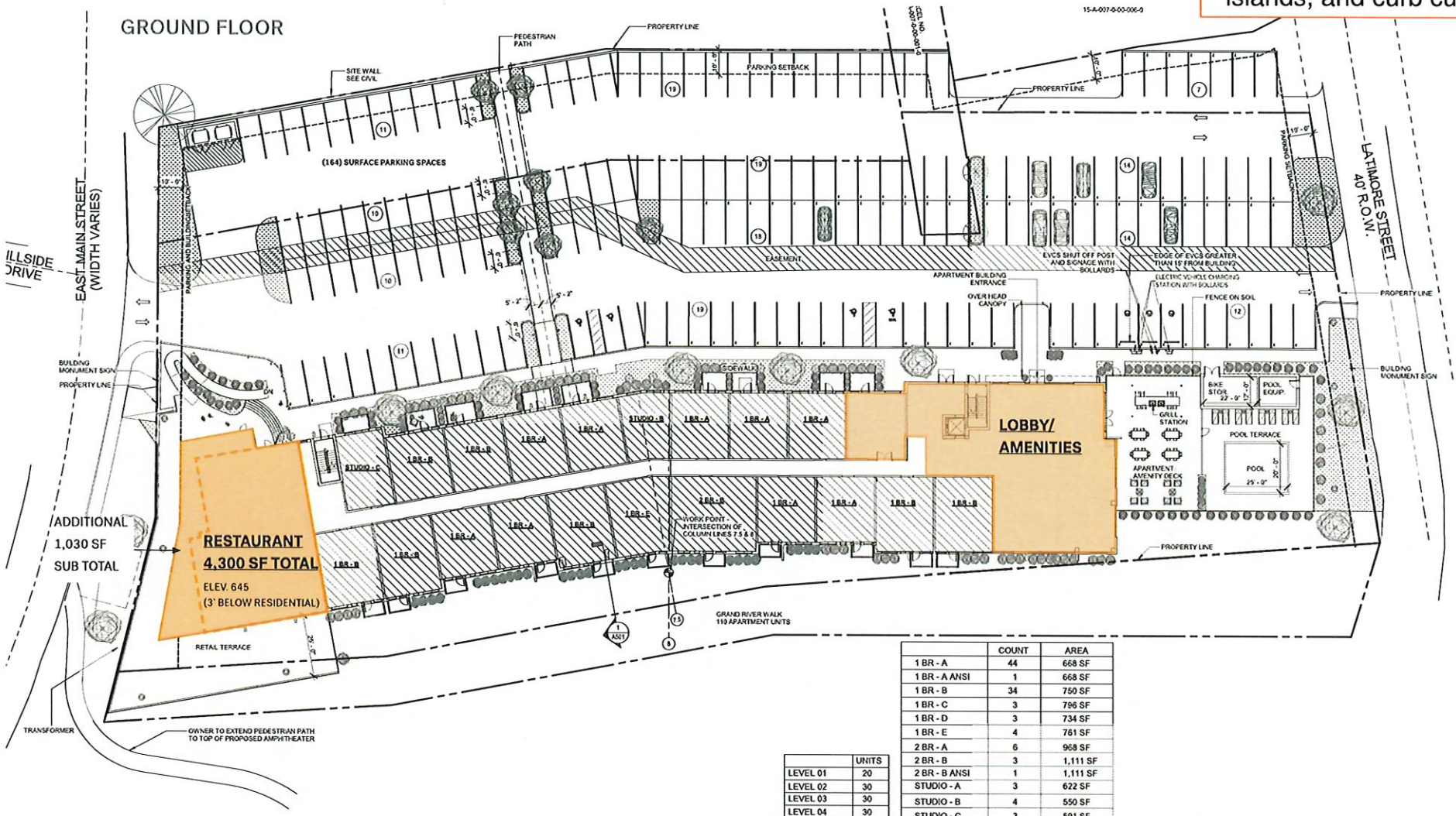
Date: 7-1-2022

By: _____

JAMES LYONS
LAW DIRECTOR

CUP Submittal for Grand River Walk
Comments - Response to #1(a)

A clearer site plan depicting striped parking, islands, and curb cuts



	UNITS
LEVEL 01	20
LEVEL 02	30
LEVEL 03	30
LEVEL 04	30
TOTAL BLDG.	110

	COUNT	AREA
1 BR - A	44	668 SF
1 BR - A ANSI	1	668 SF
1 BR - B	34	750 SF
1 BR - C	3	796 SF
1 BR - D	3	734 SF
1 BR - E	4	761 SF
2 BR - A	6	968 SF
2 BR - B	3	1,111 SF
2 BR - B ANSI	1	1,111 SF
STUDIO - A	3	622 SF
STUDIO - B	4	550 SF
STUDIO - C	3	591 SF
STUDIO - C ANSI	1	591 SF

EXHIBIT C

PAINESVILLE 257 MAIN STREET REDEVELOPMENT

AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This amendment to the Declaration that was filed with the Lake County Recorder's Office on February 28, 2023 and which was assigned Document No. 2023R003381 is amended pursuant to the provisions of Article IX and it is hereby set forth that Grand River Walk LLC is the successor and assign to the City of Painesville as owner of more than 51% of the square footage of the area covered by these Declarations and that as AMENDED THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS as made by the City of Painesville, Ohio as of _____, 2024 are as follows.

Declarant, City of Painesville ("City"), an Ohio Political Subdivision, is the owner of certain real estate in the City of Painesville, Lake County, of Lake, State of Ohio, and more fully described in Exhibit "A"," attached hereto and incorporated herein by reference (hereinafter referred to as "Property"). Prior

The Deed to the City of Painesville is Recorded in Official Records of Lake County Recorder's Office, Ohio Document #2022R027375 was ~~sold to~~delivered to Grand River Walk LLC and is recorded in the Official Records of Lake County Recorder's Office Ohio Document No.2023R005233. Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein. This Declaration is for the purpose of protecting the value and desirability of the Property and which shall run with the Property submitted hereunder or which may subsequently be added, and shall be binding on all parties having any right, title or interest in the Property, its successors and assigns, and shall inure to the benefit of each owner thereof.

The Declaration of Covenants, Conditions, and Restrictions (CC&Rs) for the Painesville 257 Main Street Redevelopment is a recorded document which establishes terms and conditions for the development and use of property within the area described in Exhibit A. The CC&Rs run with the land and are legally binding on all property owners. The CC&Rs are intended to enhance and protect the value, desirability, and attractiveness of all lots to their mutual benefit.

The CC&Rs are consistent with or more restrictive than the provisions of the City of Painesville Codified Ordinance with respect to permitted uses and development standards. To ensure compliance, the CC&Rs establish procedures for the review by the City of plans for any proposed development. The CC&Rs also establish procedures and responsibilities for maintenance.

NOW, THEREFORE, the City does hereby establish the covenants, conditions, reservations, and restrictions upon which and subject to which all lots, sublots and portions of such sublots shall be improved or sold and conveyed by the City as owner thereof. Each and every one of these covenants, conditions, reservations, and restrictions is for the benefit of the owner of land in the 257 Main Street Redevelopment, or any interest therein, and shall inure to and pass with each and every parcel of 257 Main Street Redevelopment, and shall bind the present owner and the respective successors in interest of the present owner thereof. These covenants, conditions, reservations, and restrictions are and each thereof is imposed upon such lots and/or sublots, all of which are to be construed as restrictive covenants running with the title to such lots and/or sublots and with each and every parcel thereof. The Declaration of Covenants, Conditions, and Restrictions are described as follows:

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

TABLE OF CONTENTS

Article

Recitals

I. Definitions

1.1 Architect

1.2 Beneficiary

1.3 257 Main Street Redevelopment

1.4 Declarant

1.5 Declaration

1.6 Deed of Trust

1.6.1 Downtown Development District

1.7 Improvement-Improvements

1.8 Lot

1.8.1 Market Rate Housing

1.9 Mortgage

1.10 Mortgagee

1.11 Occupant

1.12 Owner

1.13 Record-Recorded-Recordation

1.14 Sign

1.15 Street or Streets

1.16 Subject Property

1.17 Visible from Neighboring Property

1.18 Property Line

1.19 Net Acreage

II. Subject Property

2.1 General Declaration

III. Regulation of Operations and Uses

3.1 Permitted Uses

3.2 Prohibited Uses

3.3 Condition of Property

3.4 Maintenance and Repairs

3.5 Refuse Collection Areas

3.6 Public Utilities

3.7 Utility Lines and Antennas

3.8 Excavation

3.9 Special Design Areas

3.10 Other Operations and Uses

IV. Construction of Improvements

4.1 Approval of Plans Required

4.2 Basis for Approval

4.3 Result of Inaction

4.4 Approval

4.5 Proceeding with Work

4.6 Completion of Work

4.7 Declarant Not Liable

4.8 Construction without Approval

V. Development and Site Planning Standards

5.1 Site Planning Standards

5.2 Building Site Coverage

5.3 Landscape Coverage

5.4 Building Heights

5.5 Street Setback

5.6 Interior and Rear Property Line Setback

5.7 Improvements Permitted in Setback Areas

5.8 Sidewalks and Bike Paths

5.9 General Parking Requirements

5.10 Storage, Service, and Loading Areas

5.11 Refuse Collection Areas

5.12 Screening of Exterior Mechanical Equipment

5.13 Screening of Exterior Electrical Equipment and Transformers

5.14 Fences and Walls

5.15 Utilities and Communication Devices

5.16 On Site Water Retention

VI. Development Approval Process

6.1 Plan Review Process

6.2 Painesville 257 Main Street Redevelopment - Preliminary Plan Submittal

6.3 Painesville 257 Main Street Redevelopment - Final Plan Submittal

6.4 257 Main Street Redevelopment Construction Document Submittal

VII. Architectural and Landscape Design Standards

7.1 Objectives

7.2 Guidelines Site Planning Design Criteria

7.3 Building Massing and Form

7.4 Materials

7.5 Building Roofs

7.6 Color and Texture

7.7 Landscape Standards

7.8 Landscape Plan

7.9 Front Yard Treescape Zone

7.10 Interior Landscape Zone

7.11 Landscape Coverage

7.12 Parking-Lot Landscape Requirements

7.13 Site Design

7.14 Lighting Guidelines

7.15 Signage Standards

VIII. Maintenance

8.1 Declarant's Maintenance Responsibility

8.2 Owner's Maintenance Responsibility

8.3 Maintenance of Entrances

IX. Modification and Appeal

9.1 Procedure

9.2 Modification by Declarant

9.3 Approval by The City of Painesville

9.4 Governmental Regulation

X. Enforcement

10.1 Default and Remedies

10.2 Waiver

10.3 Costs of Enforcement

10.4 Non-Exclusive Rights of Enforcement

XI. Assignment

XII. Constructive Notice and Acceptance

XIII. Waiver

XIV. Runs with Land

XV. Captions

XVI. Effects of Invalidation

Painesville 257 Main Street Redevelopment
Amended Declaration of Covenants, Conditions and Restrictions

This Declaration, Made this 3rd day of October, 2022, by The City of Painesville, is made with reference to the following facts:

RECITALS

I. ARTICLE I - DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article I shall, as used in this Declaration, have the meanings herein set forth:

1.1 Architect

The term "Architect" shall mean a person holding a certificate to practice architecture in the state of Ohio.

1.2 Beneficiary

The term "Beneficiary" shall mean a mortgagee under a mortgage, as well as a beneficiary under a deed of trust.

1.3 Recreation Park Overlook Property

The term "Recreation Park Overlook" shall be synonymous with the term "subject property" and "Painesville 257 Main Street Redevelopment" shall mean all of the real property now or hereafter made subject to this Declaration.

1.4 Declarant

The term "Declarant" shall mean the City of Painesville, an incorporated community, and, to the extent provided in Article X of this Declaration, its successors and assigns.

1.5 Declaration

The term "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for 257 Main Street Redevelopment, as it may from time to time be amended or supplemented.

1.6 Deed of Trust

The term "Deed of Trust" shall mean a mortgage as well as a deed of trust.

1.6.1 Downtown Development District

The term "Downtown Development District" shall mean the same thing as defined in the City of Painesville Unified Development Code and shall be synonymous with the term "DD District".

1.7 Improvement-Improvements

The term 'Improvement' or "Improvements" shall include but not limited to buildings, outbuildings, road, driveways, parking areas, fences, screening walls and barriers, retaining walls, stairs, decks, water

lines, sewers, electrical and gas distribution facilities, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, loading areas, and all other structures, construction, installations, and landscaping of every type and kind, whether above or below the land surface.

1.8 Lot

The term "Lot" shall mean a fractional part of the Subject Property as subdivided on subdivision or parcel maps recorded from time to time in the Office of the Recorder of the County of Lake, State of Ohio.

1.8.1 Market Rate Housing

The term "Market Rate Housing" shall mean housing generated by the real estate market without direct Federal or State subsidy such as the Section 8 Housing Choice Voucher Program or other HUD rental subsidy programs.

1.9 Mortgage

The term "Mortgage" shall mean a deed of trust as well as a mortgage.

1.10 Mortgagee

The term "Mortgagee" shall mean a beneficiary under, or holder of, a deed of trust, as well as a mortgagee under a mortgage.

1.11 Occupant

The term "Occupant" shall mean a lessee or licensee of an Owner, or any other person or entity other than an Owner in lawful possession of a lot with the permission of the Owner.

1.12 Owner

The term "Owner" shall mean: (I) the person or persons holding record fee title to any portion of the Property, or (ii) the lessee of lessees entitled to occupy all of a Parcel under a lease. In the event that the ownership of the Improvements on any Parcel shall ever be severed from the ownership of the land, whether by lease or by deed, only the Owner of the Improvements shall be deemed an Owner hereunder and shall be entitled to act on behalf of the Owner of the land for all purposes hereunder.

1.13 Record-Recorded-Recordation

The terms "Record", "Recorded", or "Recordation" shall mean, with respect to any document, the recordation of said documented in the Office of the Recorder of the County of Lake, State of Ohio.

1.14 Sign

The term "sign" shall mean any structure, device, or contrivance, electric or nonelectric, upon or with which any poster, bill, bulletin, printing, lettering, painting, device, or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted, or otherwise fastened or affixed.

1.15 Street or Streets

The term "street", or "streets" shall mean any street, highway, road, or thoroughfare within or adjacent to the Subject Property and shown on any recorded subdivision or parcel map, or record or survey, whether designated thereon as street, boulevard, parkway, place, drive, road, court, terrace, way, lane, circle, or otherwise.

1.16 Subject Property

The term "Subject Property" shall be synonymous with the term "257 Main Street Redevelopment" and each lot therein, and shall mean all of the real property now or hereafter made subject to this Declaration.

1.17 Visible from Neighboring Property

The term "visible from neighboring property" shall mean, with respect to any given object on a lot, that such object is or would be visible to a person six (6) feet tall, standing on any part of any adjacent lot or other property at an elevation no greater than the elevation of the base of the object being viewed.

1.18 Property Line

The term "property line" shall mean the boundary of every lot.

1.19 Net Acreage

The term "net acreage" shall mean the total number of square feet of land of the Subject Property, less any square feet of land included in dedicated streets, roadways, parks, or natural open space.

II. ARTICLE II - SUBJECT PROPERTY

2.1 General Declaration

Declarant hereby declares that all of the Subject Property located in the City of Painesville, County of Lake, State of Ohio, and more particularly described in Exhibit "A" is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon, or otherwise used, improved, or transferred in whole or in part, subject to this Declaration. All of the covenants, conditions, and restrictions set forth herein are declared and agreed to be in furtherance of a specific plan for the betterment of the Subject Property, and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subject Property and every part thereof. All of said covenants, conditions, and restrictions shall run with all of the Subject Property now or hereafter made subject to this Declaration for all purposes and shall be binding upon and inure to the benefit of Declarant and all Owners, Occupants, and their successors in interest as set forth in this Declaration.

III. ARTICLE III - REGULATION OF OPERATIONS AND USES

257 Main Street Redevelopment shall have specific permitted uses, as more fully set forth below. Such approved uses shall be performed or carried out entirely within a building (except as may otherwise be permitted by the CCRs) that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to other lots or property, such as, but not limited to, sound, vibration, air or water pollution, dust, emission of odorous, toxic, or nontoxic matter (including steam), nor create a potential for other hazards.

3.1 Permitted Uses

257 Main Street Redevelopment is designated for certain retail/restaurant business and residential uses. The 257 Main Street Redevelopment is included within the Downtown Development District. The purpose of the Downtown Development District is to provide a location for a greater intensity of development which permits a variety of commercial, business, cultural and recreational activities as a focal point of the community in accordance with the Downtown Master Plan and to encourage flexible zoning guidelines, increase density and site design criteria. A use not listed in permitted uses that is similar in nature to other uses permitted or due to new and emerging businesses or industries may request in writing from the Declarant a similar use determination to allow for an appropriate use. The applicant will be notified in writing, when a similar use determination has been made and if the use is permitted.

Permitted Uses:

a. Retail stores
b. Restaurants, including but limited to sit-down, fast casual and carry out
c. Offices, subject to the requirements of the Unified Development Code
d. Bars and Night clubs including winery and brewery
e. Barber and beauty shops and similar personal services
f. Financial institutions
g. Personal services including fitness centers
h. Residential uses as permitted DD District provided it is market rate housing

Conditional Uses:

a. Similar uses as determined by the Planning Commission of the City of Painesville, Ohio

3.1.1 Residential Uses

Residential uses shall be permitted on the 257 Main Street Redevelopment provided that they are designed to be integrated into a single building that contains ~~a~~ at least one commercial component on the main level.

Units within the building shall meet all of the following criteria:

a. No unit shall be less than 550 square feet in area;
b. No more than 35% of the units shall be 550 square feet in area;
c. The total number of residential units on the 257 Main Street Redevelopment shall allow for a minimum of 110 units and a maximum not to exceed120:
d. It is the objective to have 75% of the units have direct access to outdoor space, such as a balcony or roof top terrace
~~d.~~

3.1.2 Commercial Uses

Commercial uses shall at a minimum occupy 16% of the Main Level of any building.

3.2 Condition of Property

The Owner and/or Occupant of any lot shall at all times keep it and the buildings, improvements, and appurtenances thereon in a safe, clean, and wholesome condition and comply as its own expense, in all respects, with all applicable governmental, health, fire, and safety ordinances, regulations, requirements, and directives; and the Owner or Occupant shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever which may accumulate upon such lot.

3.3 Maintenance and Repairs

Each Lot and all Improvements thereon, including, on site drains, shall at all times be constructed, kept, and maintained by the Owner and/or Occupant of the lot in first-class condition, repair, and appearance as other owners of high-class properties of similar class and construction in Lake County. All repairs, alterations, replacements, or additions to Improvements shall be at least equal to the original work in class and quality. The necessity and adequacy of such repairs shall be measured by the same standard as set forth above for the original construction and maintenance, and shall be in compliance with the Design Standards

3.4 Refuse Collection Areas

All outdoor refuse collection areas shall be completely enclosed and screened by a constructed solid wall of masonry, wood, vinyl, or other material to match the exterior building materials not less than six (6) feet by eight (8) feet. No refuse collection areas shall be permitted between Main Street and the front of a building.

3.5 Public Utilities

Declarant reserves the sole right to grant consents for the construction and operation of public utilities including, but not limited to, public transit, poles or lines for electricity, telephone, fiber optics or communication, above- or below-ground conduits, and gas pipes in and upon any and all streets now existing or hereafter established upon which any portion of the Subject Property may now or hereafter front or abut. Declarant reserves the exclusive right to grant consents and to petition the proper

authorities for any and all street improvements, including but not limited to grading, seeding, tree planting, sidewalks, paving, sewer, and water installation, whether it be on the surface or subsurface, and no owner or occupant shall enter into any contract or agreement without Declarant's prior written consent. The Declarant reserves the exclusive right to approve above-ground utility lines across the Subject Property or any portion thereof on a temporary basis for the purpose of construction. Nothing is this section will prohibit the construction of private streets with the Subject Property.

3.6 Utility Lines and Antennas

No sewer, drainage, or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave, or radio signals, shall be constructed, placed, or maintained anywhere in or upon any portion of the Subject Property other than within buildings or structures, unless the same shall be contained in conduits or cables constructed, placed, or maintained underground or concealed in or under buildings or other structures. No antenna for the transmission or reception of telephone, television, microwave, or radio signals shall be placed on any building or other improvement within the Subject Property unless (I) such antenna shall be so located that it cannot be seen from any point at the ground level of the Subject Property, or (ii) the consent of Declarant shall first be obtained. Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction or repair of buildings on the Subject Property.

3.7 Excavation

No excavation of the Subject Property or any lot therein shall be made except in connection with construction of an improvement, and upon completion, exposed openings shall be back-filled and disturbed ground shall be graded, leveled, and restored to condition approved by the City Engineer.

3.8 Other Operations and Uses

Operations and uses which are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by Declarant. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to this Declaration or upon the occupants thereof, but shall be in the sole discretion of Declarant.

IV. ARTICLE IV - CONSTRUCTION OF IMPROVEMENTS

4.1 Approval of Plans Required

No improvements shall be erected, placed, altered, maintained, or permitted to remain on any lot by any Owner or Occupant until final plans and specifications shall have been submitted to and approved in writing by the Declarant. Such final plans and specifications shall be submitted in duplicate over the authorized signature of the Owner or Occupant, or both, of the lot, or the authorized agent thereof. Such plans and specifications shall be prepared by a certified architect in such form and shall contain such information as may be required by the Declarant, but shall in any event include the following:

4.1.1 A site development plan of the lot showing the nature, grading scheme, kind, shape, composition, and location of all structures with respect to the particular lot (including proposed front, rear, and side setback lines), and with respect to structures on adjoining lots, and the number and location of all parking spaces and driveways on the lot;

4.1.2 A landscaping plan for the particular lot and an overall landscape plan for the master development to ensure uniformity;

4.1.3 A plan for the location of signs and lighting; and

4.1.4 A building elevation plan showing dimensions, materials, and exterior color scheme in no less detail than required by the appropriate governmental authority for the issuance of a building permit. Material changes in approved plans must be similarly submitted to, and approved by the Declarant.

4.2 Basis for Approval

Approval shall be based, among other things, upon adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements upon neighboring lots, proper facing of main elevation with respect to nearby streets, adequacy of screening of mechanical, air conditioning, or other rooftop installations, and conformity with the intent of this Declaration and compliance with the City of Painesville Downtown Design Review criteria and the requirements of the DD District. No plans will be approved which do not provide for the underground installation of power, electrical, telephone, and other utility lines from the property line to buildings, and the complete visual screening of all transformer, terminal, electrical and HVAC equipment. Except as otherwise provided in this Declaration, the Declarant shall have the right to disapprove any plans and specifications submitted hereunder on any reasonable grounds including, but not limited to, the following:

4.2.1 Failure to comply with any of the restrictions set forth in this Declaration;

4.2.2 Failure to include information in such plans and specifications as may have been reasonable requested by the Declarant.

4.2.3 Objection to the exterior design, the appearance of materials, or materials employed in any proposed structure;

4.2.4 Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other lots, or other property in the vicinity of the Subject Property;

4.2.5 Objection to the location of any proposed structure with reference to other lots;

4.2.6 Objection to the grading or landscaping plan for any lot;

4.2.7 Objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any structure;

4.2.8 Objection to the number or size of parking spaces or to the design of the parking area; or

4.2.9 Any other matter which, in the judgment of the Declarant, would render the proposed improvements or use inharmonious with the general plan for improvement of the Subject Property, or the Design Standards which Declarant may promulgate from time to time, or with improvements located upon other lots or other property in the vicinity.

4.3 Result of Inaction

If the Declarant fails either to approve or disapprove plans and specifications submitted to it for approval within forty-five (45) days after the same have been submitted, it shall be conclusively presumed that the Declarant has disapproved said plans and specifications; provided, however, that if, within the forty-five (45) day period, the Declarant gives written notice of the fact that more time is required for the review of such plans and specifications, there shall be no presumption that the same are approved until the expiration of such reasonable extension period as is set forth in the notice, which shall not exceed an additional forty-five (45) days.

4.4 Approval

The Declarant may approve plans and specifications as submitted, or as altered or amended, or it may grant its approval to the same, subject to specific conditions. Upon approval by the Declarant of any plans and specifications submitted, a copy of such plans and specifications, together with any conditions, shall be deposited for permanent record with the Declarant, and a copy of such plans and specifications, bearing such approval together with any conditions, shall be returned to the applicant submitting the same.

4.5 Proceeding with Work

Upon receipt of approval from the Declarant, pursuant to Section 4.4, the Owner or Occupant, or both, to whom the same is given, shall, as soon as practicable, satisfy any and all conditions of such approval and shall diligently proceed with the acquisition of any and all required permits from government entities and the commencement and completion of all approved construction. ~~In all cases, by the time defined in the~~The timeframes set forth in the Development Agreement between the City of Painesville and the developer associated with the ~~property~~Property, ~~if work is not so commenced, approval shall be deemed revoked.~~shall be satisfied. City Council may consider extending the period of time within which work must be commenced upon written request made and received prior to the expiration date of said Development Agreement.

4.6 Completion of Work

Any improvement commenced pursuant hereto shall be completed within two (2) years from the date of the Declarant's approval of the plans and specifications therefore, except for so long as such completion is rendered impossible, or unless work upon the proposed improvements would impose a great hardship upon the Owner or Occupant to whom the Declarant's final approval is given, due to strike, fire, national emergency, natural disaster, pandemic, supply chain disruptions, or other supervening force beyond the control of Owner.. The Declarant may, upon written request made and received prior to the expiration of the two (2) year period, extend the period of time within which work must be completed. Failure to comply with this Section 4.6 shall constitute a breach of this Declaration and subject the party in breach to the enforcement procedures set forth in Article XII.

4.7 Declarant Not Liable

Declarant shall not be liable for any damage, loss, or prejudice suffered or claimed by any person on account of:

4.7.1 The approval or disapproval of any plans, drawings, and specifications, whether or not in any way defective;

4.7.2 The construction of any improvement or performance of any work, whether or not pursuant to approved plans, drawings, and specifications;

4.8 Construction without Approval

If any improvement shall be erected, placed, or maintained upon any lot, or the exterior design thereof, or any new use commenced upon any lot, other than in accordance with the approval by the Declarant pursuant to the provisions of this Article IV, such alteration, erection, placement, maintenance or use shall be deemed to have been undertaken in violation of this Declaration; upon written notice from the Declarant, any such improvement so altered, erected, placed, maintained, or used upon any lot in violation of this Declaration shall cease or be amended so as to conform to this Declaration. Should such removal or alteration or cessation or amendment of use not be accomplished within thirty (30) days after receipt of such notice, then the party in breach of this Declaration shall be subject to the enforcement procedures set forth in Article XII.

V. ARTICLE V - DEVELOPMENT AND SITE PLANNING STANDARDS

5.1 Site Planning Standards

The following Site Planning Standards are established in order to ensure that the 257 Main Street Redevelopment is developed as a high-quality development in collaboration with the Downtown Design Review District Standards and the Downtown Master Plan of the City of Painesville.

5.2 Building Site Coverage

The maximum building coverage of all buildings, including accessory buildings but not including parking structures or surface parking shall not exceed 75 percent of the gross lot area.

5.3 Landscape Coverage

See Section 7.11

5.4 Building Heights

Structures up to (75) feet in height are permitted in accordance with the provisions of the Painesville Unified Development Code. Height shall be measured at the entrance to the Main Level.

5.5 Street Setback

5.5.1 No parking area shall be permitted to be constructed closer than 10 feet from the right of way property line along E. Main Street or 10 feet from Latimore Street and landscaped in compliance with the Downtown Transportation and Streetscape Plan

5.5.2 Buildings are to be built in compliance with the approved site plan.

5.5.3 Plantings, fences and walls, not exceeding five (5) feet in height may be permitted in street side setback areas with written approval of the Declarant.

5.5.4 The street setback area shall be fully landscaped in a manner both compatible with and complementary to the landscape easements, as well as the on-site architecture and landscape design concepts in compliance with the Downtown Transportation and Streetscape Plan.

5.6 Interior and Rear Property Line Setback

Buildings may be permitted to be constructed adjacent to an interior or rear property line depending on the adjacent property use and compatibility and in compliance with the approved site plan.

5.7 Improvements Permitted in Setback Areas

The following improvements, or parts of improvements, are permitted in the required setback areas - steps and walkways; outdoor seating areas and patios; landscaping and irrigation systems; underground utility facilities, sewers and above ground utility boxes.

5.8 Sidewalks and Bike Paths

Street side sidewalks will be installed by the property owner as designated by the City's construction details.

5.9 General Parking Requirements

Off-street parking adequate to accommodate the parking needs of the Owner or Occupant, and the employees and visitors thereof, shall be provided by the Owner or Occupant of each lot. If parking requirements increase as a result of a change in the use of a lot or in the number of persons employed by the Owner and/or Occupant, additional off-street parking shall be provided so as to satisfy the intent of this section. All off-street parking areas shall conform to the standards established by the Unified Development Code of the City of Painesville:

5.9.1 Required off-street parking shall be provided on the lot or within such distance from the lot as the Declarant deems reasonable.

5.9.2 Parking areas shall be paved so as to provide, all-weather surfaces. Each parking space provided shall be designated by lines painted upon the paved surface and shall be adequate in area. All parking areas shall provide, in addition to parking spaces, adequate driveways and space for the movement of vehicles.

5.9.3 No parking spaces shall be located on or permitted within required setback areas adjacent to a street, as set forth in Section 5.5.

5.10 Storage, Service, and Loading Areas

Storage, service, maintenance, and loading areas must be constructed, maintained, and used in accordance with the following conditions:

5.10.1 No materials, supplies, or equipment, including trucks or other motor vehicles, shall be stored upon a site except inside a closed building or behind a masonry wall not less than six (6) feet in height, screening such materials, supplies, or vehicles from adjacent sites so as not to be visible from neighboring properties and streets. No outdoor storage areas shall be permitted, unless otherwise approved in writing by the City of Painesville. No storage areas may extend into a setback area.

5.10.2 Provisions shall be made on each site for any necessary vehicle loading, and no on-street vehicle loading shall be permitted.

5.10.3 No loading areas or docks shall face a street.

5.10.4 All storage, maintenance, and loading areas must be constructed and used in accordance with plans approved by the Declarant. All storage, maintenance, and loading areas must be kept clean and in good condition and repair.

5.11 Refuse Collection Areas

5.11.1 All outdoor refuse containers shall be visually screened within a solid six (6) feet or higher masonry, wood, vinyl, or other material to match the exterior building material enclosure, so as not to be visible from adjacent lots or sites, neighboring properties or

streets. No refuse collection areas shall be permitted between Main St. and the front of a building.

5.11.2 Refuse collection areas should be effectively designed to contain all refuse generated on site and deposited between collections. Deposited refuse should not be visible from outside the refuse enclosure.

5.11.3 Refuse collection enclosures should be designed of durable materials with finishes and colors which are unified and harmonious with the overall architectural theme.

5.11.4 Refuse collection areas should be so located upon the lot as to provide clear and convenient access to refuse collection vehicles and thereby minimize wear and tear on on-sit and off-site developments.

5.11.5 Refuse collection areas should be designed and located upon the lot as to be convenient for the deposition of refuse generated on site.

5.12 Screening of Exterior Mechanical Equipment

5.12.1 Exterior components of plumbing, processing, heating, cooling, and ventilating systems (including but not limited to piping, tanks, stacks, collectors, heating, cooling, and ventilating-equipment fans, blowers, ductwork, vents, louvers, meters, compressors, motors, incinerators, ovens, etc.) shall not be directly visible from a height of eight (8) feet above any ground or ground-floor elevations at a distance closer than one hundred (100) feet from the closest building wall on any lot.

5.12.2 It is recommended, in the case of roof-mounted mechanical equipment, that building parapets be of such a height that roof-mounted screening devices may not be required. If building parapets do not provide the required screening, mechanical equipment shall be screened by an unobtrusive screening device that will appear as an integrated part of the overall architectural design.

5.12.3 Any devices employed to screen exterior components of plumbing, processing, heating, cooling, and ventilating systems from direct view shall appear as integrated parts of the architectural design and, as such, shall be constructed of complementary and durable materials and finished in a texture and color scheme complementary to the overall architectural design.

5.12.4 Any exterior components of plumbing, processing, heating, cooling, and ventilating systems and their screening devices which will be visible from upper floors of adjacent buildings shall be kept to a visible minimum, shall be installed in a neat and compact fashion, and shall be painted such a color as to allow their blending with their visual backgrounds.

5.12.5 No exterior components of plumbing, processing, heating, cooling, and ventilating systems shall be mounted on any building wall unless they are integrated architectural design features, and in any case shall be permitted only with the written approval of the Declarant.

5.13 Screening of Exterior Electrical Equipment and Transformers

5.13.1 Transformers or other electrical equipment that may be visible from any primary visual exposure area shall be screened with either plantings or a durable noncombustible enclosure of a design configuration acceptable to the City of Painesville.

5.13.2 Transformer enclosures should be designed of durable materials with finishes and colors which are unified and harmonious with the overall architectural theme.

5.13.3 Exterior-mounted electrical equipment shall be mounted on the interior of a building wherever possible. When interior mounting is not practical, electrical equipment shall be mounted in a location where it is substantially screened from public view. In no case shall exterior electrical equipment be mounted on the street side or primary exposure side of any building.

5.13.4 Exterior-mounted electrical equipment and conduits shall be kept to a visible minimum, where visible shall be installed in a neat and orderly fashion, and shall be painted to blend with their mounting backgrounds.

5.14 Fences and Walls

5.14.1 No fence or wall exceeding four (4) feet in height shall be constructed closer than ten (10) feet from the right-of-way line of a fronting street and must be approved by the Declarant.

5.14.2 No fence or wall shall exceed a height of six (6) feet unless otherwise approved in writing by the Declarant.

5.14.3 Walls and fences between buildings and fronting streets are discouraged, but when necessary shall require written approval by the Declarant such as around outdoor eating areas.

5.14.4 All fences and walls shall be designed as integrated parts of the overall architectural and site design. All materials shall be durable and finished in textures and colors complementary to the overall architectural design.

5.15 Utilities and Communication Devices

5.15.1 All exterior on-site utilities, including but not limited to storm sewers, sanitary sewer systems, gas lines, water lines, and electrical, telephone, and communications wires and equipment, shall be installed and maintained underground.

5.15.2 On-site underground utilities shall be designed and installed to minimize the disruption of off-site utilities, paving, and landscape during construction and maintenance, and shall be of such a design as not to place excessive burdens upon off-site utility systems during the course of use

5.15.3 No antenna or device for transmission or reception of any signals, including but not limited to telephone, television, and radio, shall be placed on any device so that it is visible from five (5) feet above the ground or ground-floor level at a distance of five hundred (100) feet in any direction, unless specific written approval is granted by the Declarant.

5.15.4 Temporary overhead power and telephone facilities are permitted during construction only.

5.16 On Site Water Retention

Storm water retention, if required, may be located on PPN: 15A0120000020 through a utility easement provided by the City. Retention may be wet basin or dry basin as shall be determined in the sole discretion of Owners. Final approval is required by City Engineer.

VI. ARTILCE VI - DEVELOPMENT APPROVAL PROCESS

6.1 Plan Review Process

In order to ensure that the design standards for 257 Main Street Redevelopment contained in these guidelines are achieved, a preliminary and final plan submission is required. Plan submissions will also be required for significant revisions, alterations, additions, or changes of use for approved or existing developments within the Site. Required plan submissions shall be submitted to the Declarant. Each plan submission will require two (2) sets of hard copy plans and one electronic set in a format that may be read as a PDF containing the specific information described below. All buildings shall be designed by an architect registered in the state of Ohio and shall bear the license number and seal when submitted for design review. The Declarant may employ a registered architect to review and comment on the plans. The cost of such reviews shall be at the expense of the owner. In order to facilitate design coordination with neighboring buildings and site planning, architectural elevations, a rendered site plan, and a landscape plan of neighboring projects shall be available through the Declarant.

All submitted plans are reviewed by the Declarant for acceptability of design in compliance with the CC&Rs and the City of Painesville's Design Standards. Upon completion of review by the Declarant, one set of submitted plans is to be returned to the applicant along with a letter summarizing comments, recommendations, requirements, and findings. The returned plans will be marked "Approved", "Approved subject to conditions", or "Not approved".

1. "Approved"---Approved documents permit the applicant to proceed to final plan approval or construction.

2. "Approved subject to conditions"---Documents so marked permit the approval process, provided the applicant complies with the conditions specified by the Declarant. If the applicant takes exception to the specified conditions, the applicant must do so in writing by certified mail addressed to the Declarant at address so designated within ten (10) days from the date of the applicant's receipt of returned documents. Unless such action is taken, the Declarant will assume that all conditions are acceptable to and approved by the client.

3. Declarant's approval of the applicant's plans, specifications, calculations, or work for the 257 Main Street Redevelopment shall not constitute an implication, representation, or certification by the Site that the above items are in compliance with applicable Statutes, Codes, Ordinances, or other regulations.

The 257 Main Street Redevelopment Design Standards are in no way intended to supersede any applicable Statutes, Codes, Ordinances, or regulations of controlling governmental jurisdictions. Should any portions of the Site CC&Rs or City of Painesville Design Standards be discovered to encourage violation of applicable Statutes, Codes, Ordinances, or other governmental regulations, these discrepancies should be brought to the immediate attention of the Declarant. The applicant shall have the sole responsibility for compliance with all applicable Statutes, Codes, Ordinances, or other regulations for all work performed on the premises by or on behalf of the applicant.

6.2 Painesville 257 Main Street Redevelopment - Preliminary Plan Submittal

Submission of a Preliminary Plan is required to give an indication of the design, character, and extent of the proposed immediate development. The Preliminary Plan is to be submitted and approved before Final Plans are submitted.

Preliminary Plan submissions be in accordance with the Unified Development Code Section 1111.06 shall show an indication of:

1. All major buildings and structures including:
   a. Building footprints
   b. Overhangs
   c. Site coverage—building-ground contact area/lot area
   d. Building coverage—floor area/lot area
   e. A brief description of the use of each building or structure including an estimate of the number employees
   f. Proposed number of residential units and unit sizes.
2. Parking Area
   a. Configuration of parking and vehicular circulation including employee, patron and guest parking
   b. Dimensions of typical parking stalls and parking aisles
   c. Total parking provided

d. Calculation demonstrating total parking/floor area ratio and comparison the City of Painesville Unified Development Code requirements.

3. Loading and service areas
   a. Truck service and loading dock areas
   b. Truck and service vehicle circulation areas
   c. Trash enclosure areas
   d. Location and configuration of screening devices for truck and service areas
4. Landscape and pedestrian circulation concept including any major site design features
5. Interfaces with off-site circulation
6. Including the location and design of all access-drive curb cuts
7. Interfaces with adjacent properties
8. Conceptual grading, drainage, and utilities
9. Descriptions or sketches of the architectural design concept including intended character and materials

While the above information is required for all Preliminary Plan submissions, it would be desirable for applicants to utilize all available presentation materials and media in order to fully communicate the intent and design character to the Declarant.

6.3 Painesville 257 Main Street Redevelopment - Final Plan Submittal

The Final Plan submission is required to convey specific information about the site planning and architecture of the proposed development. The Final Plan package should provide to the Declarant each of the following exhibits:

1. Site Plan indicating the following:
   a. Building footprints and dimensions to property lines
   b. Building roof overhangs
   c. Configuration of parking and vehicular circulation areas
   d. Location of parking-lot lighting, design, manuals and colors
   e. Truck service, loading area, trash enclosures
   f. Lines of setbacks and easements
   g. Locations of on-site transformers, electrical switch gear, and gas meters.
   h. Adjacent roadways including curb lines, medians, and median openings
   i. Tabulation of:
      - Parcel area
      - Total building floor area
      - Total unit count (if residential is included) including unit sizes
      - Site coverage
      - Building coverage
      - Total parking required
      - Estimated total employees on site at any peak time of commercial uses

- The anticipated number of shifts and the hours and days of their operation of commercial uses

2. Grading and Drainage Plan indicating:
   a. Proposed finish grades, slopes, and building pad elevations
   b. Site drainage structures and systems
   c. Grades of existing streets and curbs
   d. Locations of street lighting and utility structures within landscape easement
3. Landscape Plan Indicating:
   a. Plant materials, sizes, and spacing
   b. Walkways and paved areas
   c. Other landscape/hardscape design features
   d. Total percentage of land area landscaped
4. Building Elevations of all major sides of all Proposed buildings indicating:
   a. Wall materials, textures, and colors
   b. Locations of wall-mounted signing and lighting
   c. Roof and parapet heights above ground-floor line
   d. The profile of any roof-mounted mechanical equipment that extends above the roof parapet.
5. Building Floor Plans
6. Building Roof Plans indication:
   a. Roof materials, textures, and colors
   b. Roof elevations above finish floor
   c. Heights and locations of roof-mounted mechanical equipment where available
7. Conceptual Graphics
   a. Ground Signs and Wall-Mounted signs
      - Locations
      - Designs, materials, textures, colors, heights, areas
      - Illumination
      - Typography

b. Directional and Information Signs

- Locations
- Designs, materials, textures, colors, heights, areas
- Illumination
- Typography

6.4 257 Main Street Redevelopment Construction Document Submittal

All applicants are required to submit copies of the construction documents to the City of Painesville for building permit approval to the Declarant in order to demonstrate the precise construction details for implementing the approved Final Plans.

The construction document submission requires two (2) sets and one electronic set of the following:

1. Final civil plans including grading and a drainage plan
2. Architectural, structural, mechanical, plumbing, and electrical drawings
3. Construction Specifications
4. Landscape planting and irrigation plans including paving, walls, signs lighting, and aesthetic grading

ARTICLE VII - ARCHITECTURAL AND LANDSCAPE DESIGN STANDARDS

It is the intent of the following criteria to create within 257 Main Street Redevelopment an environment which through its own design lends itself to a pedestrian friendly, creative and original work. The architectural character of the facilities should unify the master development while creating a unique place that is a showplace for the Owner and the City of Painesville to create desirable business, retail and residential area by promoting aesthetically pleasing environments, safety, privacy, and recreational opportunities. The architectural design shall conform to the requirements of the City of Painesville Unified Development Code Section 1129.04.

7.1 Objectives

The objective is to provide an overall high quality and uniformity within 257 Main Street Redevelopment. Special emphasis is placed upon methods that tend to reduce the large-scale visual impact of buildings; to encourage tasteful, imaginative design for individual buildings while retaining an overall sense of propriety; and to create a complex of buildings compatible with the streetscape. All future property owners are encouraged to explore the creative possibilities of their sites and building programs to achieve a consistency of basic architectural elements. All buildings are to be progressive in design and concept. Buildings should reflect the technology of today.

7.2 Guidelines Site Planning Design Criteria

7.2.1 Promote the commercial development portion of the site that features retail display windows, awnings, rear parking lots, and other pedestrian-oriented site design features. Minimum conflict shall exist between pedestrians, automobiles and service vehicles within the site.

7.2.2 Visitor/patron building entries shall be readily identifiable and accessible to the first-time visitor. Maintain pedestrian connections and view corridors along street right of ways providing for a sequence of public spaces and walkways that are linked to the street grid.

7.2.3 Building entries shall be highlighted by such features as:

a. Ceremonial entry porte-cocheres
b. Plazas and courtyards

c. Esplanades
d. Al fresco dining areas
e. Special planters and plantings
f. Architectural walls and varied parapets
g. Awnings

7.2.4 Architecture will be evaluated based on its compatibility and relationships to the landscape, and vice versa.

7.3 Building Massing and Form

7.3.1 The primary façades shall be subdivided and proportioned using features such as windows, entrances, arcades, and awnings. Building exterior walls shall be designed to be visually compatible to human scale by:

a. Fragmenting into smaller increments, the use of wall plane offsets or the appearance of multiple structures that correspond to the scale and massing of pedestrians and adjacent buildings
b. Clustering small-scale elements such as planter walls around the major form
c. Creation of a horizontal shadow line by incorporating clearly pronounced recesses and projections
d. The internal function of the building may indicate a logical hierarchy for breaking the mass of the building.
e. Variations in roof form and parapet heights
f. Reveals and projections and subtle changes in texture and color of wall surfaces;
g. Deep set windows with mullions
h. Ground level arcades and second floor galleries/balconies
i. Other techniques that reduce the apparent mass of a building

7.4 Materials

7.4.1 Predominant exterior building materials shall be high-quality materials. For facades visible from the public right-of-way, predominant materials must comprise at least seventy-five percent (75%) of the total wall area of the façade. Low maintenance materials shall be a major consideration. These include, but are not limited to:

a. Brick
b. Natural stone, cut stone, field stone, cast stone
c. Glass
d. Architectural concrete composite panels
e. Fiber cement panels
f. Aluminum composite panels
g. Other materials as are in line with City of Painesville Design Review Standards

7.4.2 Based on the design the Declarant may also approve:

a. Prefabricated metal panels
b. Colored, fluted and textured concrete block as a building trim or accent area
c. Exterior Insulation Finish System (and only if under 15% of the entire façade)
d. Corrugated metal siding when used as an accent on not more than 25% of the building.

7.4.3 The following exterior building materials are not permitted:

a. Concrete blocks
b. Smooth-faced tilt-up concrete panels
c. Vinyl siding

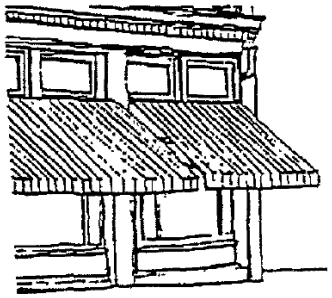
7.4.4 Pre-engineered metal buildings and industrial-type structures featuring predominantly painted exteriors and corrugated metal-sided "pre-engineered" type buildings are not permitted.

7.4.5 Drainage pipes on building fronts must be on the interior and not exposed.

7.4.6 Storefronts are an integral part of a building and shall be integrally designed with upper floors to be compatible with the overall facade character. Ground floor retail, service, and restaurant uses shall have large pane display windows. Such windows shall be framed by the surrounding wall and shall not exceed 75 percent of the total ground level facade area or as approved by the Declarant. Buildings with multiple storefronts shall be unified through the use of architecturally compatible materials, colors, details, awnings, signage, and lighting fixtures.

7.4.7 No exterior security bars or roll-down metal doors shall be allowed.

Fixed awnings are permitted at ground level, and on upper levels where appropriate, if they



complement a building's architectural style, materials, colors, and details; do not conceal architectural features, such as cornices, columns, pilasters, or decorative details; do not impair facade composition; and are designed as an integral part of the facade. Metal or aluminum awnings may be approved by the Declarant. In buildings with multiple storefronts, compatible awnings should be used as a means of unifying the structure. Refer to Illustration below.

Awnings may be used to complement a building's architectural style.

7.5 Building Roofs

7.5.1 Roof types should be appropriate to the building's architecture and the surrounding area. Flat roofs are desired. Architectural embellishments that add visual interest to roofs such as dormers, belvederes, masonry chimneys, cupolas, clock towers and other similar elements are encouraged.

7.5.2 In instances where roof areas can be viewed from above, care should be taken that all roof vents, roof-mounted mechanical equipment, pipes, etc., are grouped together and painted to match roof color to reduce their appearance.

7.5.3 A portion of sloped roof treatments are acceptable with approval of the Declarant. Sloped roofs may be of any traditional roof material, wood, fiberglass, asphalt and metal.

7.5.4 All roof-mounted mechanical equipment shall be screened from view by parapet walls or screening. Screens shall be attractive in appearance and reflect or complement the architecture of the building to which they belong. All screening shall be the height of the mechanical equipment, at a minimum. Consideration will be given to the view plane of adjacent developments.

7.6 Color and Texture

7.6.1 Facade colors shall be low-reflectance, subtle, neutral or earth tone colors. Building trim and accent areas may feature brighter colors, including primary colors subject to the approval of the Declarant.

7.6.2 Façade colors shall be harmonious with the overall appearance, history and cultural heritage of the area.

7.6.3 Extreme bright colors are prohibited.

7.6.4 Accent colors may be used to express corporate identity but are subject to paragraphs above.

7.7 Landscape Standards

Landscape character shall be created by architectural elements, streets, and site features such as an esplanade, walkways and lighting as well as plant materials and berming. In an attempt to unify the building sites and their architecture in 257 Main Street Redevelopment, landscaping as a design element will play the key role in creating and conveying the park-like working environment. The intent of these guidelines is to provide design criteria which will fulfill aesthetic considerations and help insure an image that is distinctive and understandable, and that unifies the whole site.

7.8 Landscape Plan

The landscape plan shall indicate the preservation of existing vegetation to the extent possible limiting the removal of vegetation to the construction area. Landscape material outside of the construction area shall only be removed when identified as unsuitable and be replaced with other plant material. The preparation of landscape plans shall reflect consideration of the criteria below:

1. Maintenance Considerations in Design
2. Appropriate sustainable plant material
3. Suitable planting space
4. Trees in groundcover area
5. Headers to edge all lawn and groundcover areas
6. Irrigation

7.9 Front Yard Treescape Zone

The Treescape zone shall be adjacent to the sidewalks along Main Street and Latimore Street. All improvements within this zone will have the greatest degree of control and is intended to create a canopy of trees along streets. Within the treescape zone a 3-inch caliper tree, shall be planted every 40' of street frontage. The species of trees within the treescape zone to be selected by the City Arborist. Additional landscaping elements may also be introduced as approved by the Declarant.

7.10 Interior Landscape Zone

The interior zone encompasses all site features from the setback line to the property lines of each parcel. This zone is subject to the needs of each individual tenant and thus is meant to have a greater degree of flexibility than the Treescape zone. Concern in this area is focused on landscaping parking areas, rear and side property lines, and accent planting around buildings.

7.11 Landscape Coverage

A minimum of 10 percent of the area within the property lines of a development site shall be devoted to landscaping/hardscaping (pavement for parking does not count for hardscaping). It is intended that the interior lot developments of the Site produce a strong sense of enclosure and informality for each tenant while remaining subordinate to the treescape plantings. Parking lots are to be planted with a low overhead canopy of trees.

7.12 Parking-Lot Landscape Requirements

7.12.1 Tree Planting Requirements:

a. A minimum of (1) 1¾"- caliper tree is required per fifteen (15) parking stalls. Trees must be placed in the immediate vicinity of parking stalls; credit will not be given for perimeter-edge tree plantings.
b. Tree wells and planter areas within paved areas shall provide a minimum three (3)-foot clear planting space.

c. Concrete curbs shall be used in lieu of wheel stops around tree wells and planting areas.

7.13 Site Design

Site design shall encourage pedestrian access and walkability to connect to the proposed entertainment district and/or the proposed amphitheater. The responsibilities of all parties shall be documented in a separate agreement.

7.14 Lighting Guidelines

7.14.1 Objectives

a. Contribute to the safety, site security and efficient use of a development site
b. Complement and reinforce the architecture and site design character and add visual interest
c. Keep on-site parking-lot lighting fixtures and illumination levels consistent throughout the site
d. Prevent casting glare onto adjacent lots and streets in such a manner as to decrease the safety of vehicular movement or create a visual nuisance.
e. Encourage lighting design that is in conformance with energy-saving guidelines

7.14.2 Guidelines

a. All lighting potentially visible from a street, except bollard lighting less than forty-two (42) inches high, shall be indirect or shall incorporate a full cut-off shield-type fixture.

b. Lighting fixtures for parking areas, access drives, and internal vehicular circulation areas shall be provided. The parking-lot illumination level shall achieve a uniformity ratio of 3 to 1 (average to minimum) with a maintained average of 1 foot-candle and a minimum of 0.3 foot-candles.

c. Service-area lighting shall be contained within the service yard's enclosure walls. No light spillover shall occur outside the service area. The light source shall not be visible from the street.

d. Building illumination and architectural lighting shall be indirect in character. (No light source visible). Indirect wall lighting or "wall-washing" overhead down lighting, or interior illumination which spills outside is encouraged. Architectural lighting should articulate and animate the particular building design, as well as provide the required functional lighting for safety and clarity of pedestrian movement.

e. Pedestrian walk lighting is divided into two types of areas:

- Primary areas. Outdoor pedestrian use areas such as esplanade, courtyard, entryway, etc. Pedestrian-area lighting should achieve a uniformity ratio of 3.5 to

1 (average to minimum), with an average illumination of 0.60 foot-candles and a minimum of 0.18 foot-candles.

- Secondary areas. Walk lighting, where point-to-point lighting is acceptable, with no specific illumination levels is required. The main emphasis in this area should be to clearly identify the pedestrian walkway and direction of travel.

7.15 Signage Standards

7.15.1 Objective to ensure that the exterior signs for each tenant space and function contribute to the aesthetic integrity of 257 Main Street Redevelopment.

7.15.2 Submittal

The sign package for the site shall be in compliance with the approved Comprehensive Sign Plan which shall be approved in compliance with the Unified Development Code Section 1127.12

ARTICLE VIII - MAINTENANCE

8.1 Owner's Maintenance Responsibility

8.1.1 Such maintenance and repair shall include, without limitation cleaning, maintenance, and relamping of any external lighting fixtures, except such fixtures which are the property of the City of Painesville.

8.1.2 Performance of necessary maintenance of all landscaping as required within and around the site including the trimming, watering, and fertilization of all grass, groundcover, shrubs and trees; removal of dead or waste material; and replacement of any dead or diseased grass, groundcover, shrubs, or trees.

8.1.3 The removal of trash and rubbish within the common areas of the Site are thereby the responsibility of an Owner.

8.1.4 Maintenance of general public liability insurance for the benefit of Declarant and all Owners and Occupants against claims for bodily injury, death, or property damage occurring on, in or about the Site and the adjoining streets, sidewalks, and passageways, but not within any lot or the improvements thereon or within any building located on a lot or within any other area within the exclusive control of any Owner or Occupant; such insurance to afford protection of not less the $1,000,000 with respect to property damage.

ARTICLE IX - MODIFICATION AND APPEAL

9.1 Procedure

Except as otherwise provided in this Declaration or any provision hereof, or any covenant, condition, or restriction contained herein, may be terminated, extended, modified, or otherwise amended only with the approval of the City. Any Owner, successor or assign of the Property shall not modify, change, terminate or otherwise amend the covenants and restrictions that are contained in this Declaration without the written consent of the City. During the time that the City is the Owner of the Property or any portion of the Property, the City reserves the unilateral right to modify, change, terminate or otherwise amend the covenants and restrictions that are contained in this Declaration. No such termination, extension, modification, or other amendment shall be effective until a proper instrument in writing has been executed, acknowledged, and recorded.

9.2 Modification by Declarant

Subject to the provisions that are set forth in Section 9.1 above, for so long as Declarant owns any interest (excepting a leasehold interest) in the Subject Property or any part there of the Declarant acting alone may modify or amend the provisions of this Declaration. No such modification or amendment shall be effective until a proper instrument in writing has been executed, acknowledged, and recorded.

9.3 Approval by the City of Painesville

Any amendment or modification to this Declaration affecting the maintenance obligations of the Owner, or otherwise materially modifying any of the obligations or duties imposed or required by 257 Main Street Redevelopment or its successors and assigns shall require the prior written approval of the City Manager, City Planning Commission and City Attorney of the City of Painesville.

9.4 Governmental Regulation

All valid governmental enactments, ordinances, and regulations are deemed to be a part of this Declaration, and to the extent that they conflict with any provision, covenant, condition, or restriction hereof, said conflicting governmental enactment, ordinance, and regulation shall control, and the provision, covenant, condition, or restriction hereof in conflict therewith shall be deemed (I) amended to the extent necessary to bring it into conformity with said enactment, ordinance, or regulation while still preserving the intent and spirit of the provision, covenant, condition, or restriction; or (ii) stricken here from should no amendment conforming to the governmental enactment, ordinance, or regulation be capable of preserving the intent and spirit of said provision, covenant, condition, or restriction.

ARTICLE X - ENFORCEMENT

10.1 Default and Remedies

The City, Declarant has the right to enforce the covenants, conditions and restrictions contained in this Declaration and in any separate Deed Covenant that was filed with respect to this Property. In the event of any breach, violation, or failure to perform or satisfy any covenant, condition, or restriction which has not been cured within 30 days after written notice to do so, Declarant at its sole option and discretion may enforce any one or more of the following remedies or any other rights or remedies to which Declarant may be entitled by law or equity, whether or not set forth herein. All remedies provided herein or by law or equity shall be cumulative and not mutually exclusive.

10.1.1 Damages. Declarant may bring suit for any compensable breach of or noncompliance with any of the covenants, conditions, or restrictions, or declaratory relief to determine the enforceability of any of these covenants, conditions, or restrictions.

10.1.2 Equity. It is recognized that a Violation by an Owner of one or more of the foregoing covenants, conditions, or restrictions shall cause Declarant to suffer material injury or damage not compensable in money, and that Declarant shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with these covenants, conditions, and restrictions or an injunction to enjoin the continuance of any such breach or violation thereof.

10.1.3 Abatement and Lien Rights. Any such breach or violation of these covenants, conditions, and restrictions or any provision hereof is hereby declared to be a nuisance, and Declarant shall be entitled to enter the site or portion of the Subject Property as to which the breach or violation exists and summarily abate and remove, without further legal process, to the maximum extent permitted by law, any structure, thing, or condition that may exist in violation of any of these restrictions; or take those actions which are required of any person or entity which is subject to this Declaration; or to prosecute any remedy allowed by law or equity for the abatement of such nuisance against any person or entity acting or failing to act in violation of these restrictions—all at the sole cost and expense of Owner or any person having possession under Owner. Any costs or expenses paid or incurred by Declarant in abating such nuisance or prosecuting any such remedy (including all reasonable attorneys' fees and costs of collection), together with interest thereon at the rate of 10% per annum, shall be a charge against the site or portion of the property as to which the breach or violation exists, and shall also be the personal obligation of that person who was Owner when such charges became due or who committed such breach or violation. In addition to any other rights or remedies hereunder, Declarant may deliver to Owner and record with the Lake County Recorder a certificate or notice of claim of lien (which, among other things, may, but need not, recite the nature of the violation, the legal description of the site or portion

of the property affected by such violation, the record or reputed Owner thereof, Declarant's name and address, and the remedies being pursued by Declarant or the amount of any such lien claim has not been charged) to Declarant's satisfaction, and if any recited amounts so charged have not been paid within 30 days thereafter, Declarant or its authorized representatives may foreclose such lien by a sale conducted pursuant of the Ohio Civil Code, as amended from time to time or other statutes applicable to the exercise of powers of sale in mortgages or deeds of trust, or in any other manner permitted by law. Declarant, through its authorized representatives, may bid on and acquire any property subject to such lien at any such foreclosure sale. If the violations recited in such lien claim are timely cured and any recited amounts timely paid as provided above, Declarant shall forthwith record an appropriate release of such lien at Owner's sole expense.

10.2 Waiver

No waiver by Declarant of a breach of any of these restrictions, and no delay or failure to enforce any of these restrictions, shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other of these covenants, conditions, and restrictions. No waiver by Declarant of any breach or default hereunder shall be implied from any omission by Declarant to take any action on account of such breach or default if such breach or default persists or is repeated, and no express waiver shall affect a breach or default other than as specified in said waiver. The consent or approval by Declarant to or of any act by an Owner requiring Declarant's consent or approval shall not be deemed to waive or render unnecessary Declarant's consent or approval to or of any similar acts by Owner.

10.3 Costs of Enforcement

In the event any legal or equitable action or proceeding shall be instituted to enforce any provision of these restrictions, the party that is responsible for the breach shall be responsible to pay the City for all of its costs, including court costs and reasonable attorneys' fees

10.4 Non-Exclusive Rights of Enforcement

The rights of enforcement granted to Declarant are non-exclusive and shall be exercisable by Declarant for a period of not less than fifty (50) years for the Subject Property. Concurrently, each Owner and the Declarant are hereby granted all of the rights of enforcement and the remedies provided to Declarant by this Article X. Any such Owner and/or the Declarant may seek enforcement of all remedies in accordance with the provisions of this Article independently of Declarant.

ARTICLE XI - ASSIGNMENT

Any and all of the rights, powers, and reservations of Declarant herein contained may be assigned to any person, corporation, or association which will assume the duties of Declarant pertaining to the particular rights, powers, and reservations assigned, and upon any such person, corporation, or association evidencing its consent in writing to accept such assignment and assume such duties, he or

it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

ARTICLE XII - CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person or entity who now or hereafter owns, occupies, or acquires any right, title, or interest in or to any portion of the Subject Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Subject Property.

ARTICLE XIII - WAIVER

Neither Declarant nor its successors or assigns shall be liable to any Owner or Occupant of the Subject Property by reason of any mistake in judgement, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this Declaration. Every Owner or Occupant of any of said property by acquiring its interest therein agrees that it will not bring any action or suit against Declarant to recover any such damages or to seek equitable relief because of same.

ARTICLE XIV - RUNS WITH LAND

All covenants, conditions, restrictions, and agreements herein contained are made for the direct, mutual, and reciprocal benefit of each and every lot of the Subject Property; shall create mutual equitable servitudes upon each lot in favor of every other lot; shall create reciprocal rights and obligations between respective Owners and Occupants of all lots and privacy of contract and estate between all grantees of said lots, their heirs, successors, and assigns, operate as covenants running with the land, for the benefit of all other lots, except as provided otherwise herein.

ARTICLE XV - CAPTIONS

The captions of articles and sections herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular article or section to which they refer.

ARTICLE XVI - EFFECT OF INVALIDATION

If any provision of the Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

Painesville 257 Main Street Redevelopment
Amended Declaration of Covenants, Conditions and Restrictions

IN WITNESS WHEREOF, the City of Painesville, by and through its City Manager Douglas Lewis has executed this Declaration of Covenants, Conditions and Restrictions on the _____ day of _____, 2022

Signed and acknowledged in

The Presence of:

City of Painesville

_____
Signature

_____
Print

_____
Signature

_____
Print

_____
By: Douglas L. Lewis

_____
Its: City Manager

STATE OF OHIO)
) SS
COUNTY OF LAKE)

This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Before me, a Notary Public in and for said county, personally appeared the above named City of Painesville by and through its City Manager, Douglas L. Lewis who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and the free act and deed of the City of Painesville, Ohio.

IN TESTIMONY WHEREOF, I have hereunto affixed my name and official seal at _____, Ohio this _____ day of _____, 2022.

X_____
Notary Public

This document prepared by the City of Painesville

RESOLUTION NO. _____-24

RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BOARD OF THE LAKE COUNTY COMMISSIONERS REQUESTING THE SERVICES OF THE BUILDING DEPARTMENT AND THE BUILDING INSPECTOR OF LAKE COUNTY, OHIO AND DECLARING AN EMERGENCY.

WHEREAS, R.C. 307.38 authorizes the City and Lake County, by and through its Building Department, to administer and enforce the state building codes as applicable within the jurisdiction of the City in accordance with R.C. 307.38 and R.C. Chapter 3781 and the City has requested these services from Lake County and their Building Department to approve plans, drawings, specifications and data, to issue electrical, HVAC, plumbing and construction permits and conduct all inspections for any and all residential and commercial buildings, structures and units, constructed or re-constructed within the City ("Services"); and

WHEREAS, the Commissioners have agreed to enter into the Agreement described above and the Commissioners have created a Business Code Enforcement Agreement for the Commissioners and the City to sign which is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PAINESVILLE, THE COUNTY OF LAKE, AND THE STATE OF OHIO:

SECTION 1. The Council of the Painesville authorizes and directs the City Manager to enter into an agreement with Lake County Board of Commissioners requesting the services of the Building Department and the Building Inspector of Lake County, Ohio subject to the terms and conditions contained in said agreement, attached hereto as **"Exhibit A"** and incorporated herein by reference.

SECTION 2. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22, of the Ohio Revised Code.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, and for the further need to take all necessary steps to secure the services of the Building Inspector of Lake County, Ohio to continue to conduct plan review and building inspection services for the City of Painesville; and, therefore, this Resolution shall be effective immediately upon its passage.

PASSED:

EFFECTIVE:

_____
Jim Fodor
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

BUILDING CODE ENFORCEMENT AGREEMENT

This Agreement is entered into by and between the Board of Commissioners of Lake County, Ohio ("Lake County"), on behalf of its Building Department, located at 105 Main Street, Painesville, Ohio 44077, and the City of Painesville ("Municipal Corporation"), located at 7 Richmond Street, Painesville, Ohio 44077, individually referred to as "party" and collectively as "parties."

In consideration of the mutual covenants contained in this Agreement, Lake County and Municipal Corporation each warrant that they have the authority to enter into this Agreement and agree as follows:

SECTION I. AGREEMENT

Pursuant to the authority provided in R.C. 307.38, Lake County, by and through its Building Department, agrees to administer and enforce the state building codes as applicable within the jurisdiction of Municipal Corporation in accordance with R.C. 307.38 and R.C. Chapter 3781.

SECTION II. SERVICES

Lake County, by and through its Building Department, will:

A. Administer and enforce the state residential and nonresidential building codes within the jurisdiction of Municipal Corporation. Lake County shall be responsible for obtaining all certifications required by law to carry out such enforcements.

B. Issue approvals pursuant to the applicable building code provided that all requirements of the applicable building code, have been complied with, and a valid zoning permit, conditional use permit, or variance, as applicable, has been received.

C. Charge the applicable fee for services based on the then-current and properly adopted fee schedule to the applicant/customer.

D. Cooperate and work proactively with Municipal Corporation on key economic development projects whereby Building Department approvals are a component of the overall project approval with the Municipal Corporation.

SECTION III. TERM AND TERMINATION

A. This Agreement shall be effective as of January 1, 2024 (the "Effective Date"), and shall be continuing in nature until terminated.

B. The Lake County Building Inspector agrees to meet with the City of Painesville on a yearly basis to review the Agreement and resolve any coordination issues that may occur as a result.

C. Either Party may terminate this Agreement for any reason upon at least thirty (30) days' written notice to the other party. Lake County shall be responsible for providing services pursuant to this Agreement up to the termination date.

SECTION IV. EMPLOYMENT AND INSURANCE

All Building Department staff shall at all times be considered an employee of Lake County, and subject to the direction and control of Lake County. Lake County is responsible for providing insurance coverage for Building Department staff performing services per this Agreement, including automobile and health insurance, workers' compensation, unemployment compensation, and/or OPERS benefits, and Municipal Corporation shall have no responsibility in this regard.

SECTION V. OWNERSHIP OF DOCUMENTS

Any work product, materials, and documents produced by the Building Department and/or Lake County pursuant to this Agreement shall be and remain records of Lake County. However, Municipal Corporation may make a request for copies of records, which are not otherwise exempt from disclosure, at any time and Lake County shall have a reasonable amount of time to provide such copies.

SECTION VI. NO PARTNERSHIP

No partnership, employment relationship, joint venture, association, or other relationship between Lake County and Municipal Corporation shall be considered to be created by virtue of this Agreement or any services rendered in accordance with this Agreement.

SECTION VII. LIABILITY

Each party agrees to be solely liable for any negligent acts or omissions by or through itself, its agents, and employees arising out of this Agreement, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.

SECTION VIII.PRIOR AGREEMENTS AND AMENDMENTS

This Agreement constitutes the entire agreement between the parties, and terminates all prior agreements, written or oral, between the parties concerning the same services as of its Effective Date. Any amendment to this Agreement shall be in writing and signed by both parties.

SECTION IX. HEADINGS

The section headings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION XI. COMPLIANCE WITH LAW

Lake County agrees to comply with all applicable laws, codes, regulations, and ordinances in the provision of the services agreed to herein.

SECTION XII. NOTICES

A party giving notice as provided for by this Agreement shall send such notice by United States Postal Service, certified mail, return receipt requested, to the attention and address of the other party which is set forth below, or to such other address as the party designates in writing. Notice is considered to be given upon return of the requested receipt, or three days after such notice is sent by the United States Postal Service in the event the receipt is not returned.

As to Lake County:
Jason Boyd
County Administrator
105 Main Street
Painesville, OH 44077

As to Municipal Corporation:
Name
Title
Address
City, State Zip Code

THIS AGREEMENT is executed by the parties signing below, who each warrant that they have the authority to enter into this Agreement:

CITY OF PAINESVILLE

Approved as to form:

_____ _____

Name: **Lake County Prosecutor**
Title:

Date: _____

Approved as to form:

_____
Legal Counsel

LAKE COUNTY BOARD OF COMMISSIONERS

_____
Jason Boyd
Lake County Administrator

Date: _____