



MAUREEN O'CONNOR

Prosecuting Attorney

County of Summit

July 1, 1996

Mr. David Freel
Director
Ohio Ethics Commission
8 East Long Street, Suite 1200
Columbus, OH 43215

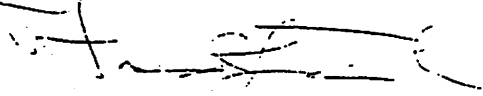
Dear David:

Find enclosed a notebook of information regarding allegations concerning the Mayor of Macedonia. The referral process is documented in the attached letters.

Please review to determine if an investigation by your agency is appropriate.

Thank you for your assistance.

Very truly yours,


FREDERIC L. ZUCH
Assistant Prosecuting Attorney
Chief Counsel-Criminal Division

rs
Enclosures

Joseph Migliorini
City of Macedonia Investigation

Ohio Ethics Commission
8 East Long Street 10th Floor
Columbus, Ohio

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1 – STATEMENT OF FACTS

I. STATEMENT OF FACTS

Joseph Migliorini is currently the mayor of Macedonia, Ohio. He was elected in November of 1987 and began his first term of office on January 3, 1988.

Prior to his taking office, Mayor Migliorini purchased a parcel of real estate on September 25, 1986. This parcel consists of approximately 37 acres of land. Mayor Migliorini received a Warranty Deed from the Superior Savings & Loan Association. The property was deeded to MIG-CAN Investment, an Ohio Partnership. The partnership consists of two members: Joseph Migliorini and Frank Cangemi. In exchange for the Warranty Deed, MIG-CAN gave to Superior Savings & Loan Association a mortgage in the amount of \$80,500.00.

After taking office, Mayor Migliorini became a member of the Planning Commission, in accordance with the Charter of the City of Macedonia which requires that the Mayor be the Chairman of the Planning Commission.

On September 11, 1989, the Planning Commission met during one of its regularly scheduled meetings and discussed a proposed subdivision called Ivy Hill. The Ivy Hill Development was composed of the property that was purchased by MIG-CAN on September 25, 1986. During this Planning Commission meeting, Mayor Migliorini participated in the discussions of that development.

On September 25, 1989, there was another Planning Commission meeting during which Mayor Migliorini acknowledged that he was the owner of the proposed Ivy Hill Subdivision. He

commented during the meeting that "the City would benefit from the development."

During an October 2, 1989, Planning Commission meeting, Mayor Migliorini continued to discuss the Ivy Hill Development. He indicated that he was "looking for conceptual approval so that the final plans could be drafted." Since only two Planning Commission members were present in addition to the Mayor, there were not enough members to vote on whether or not to grant preliminary approval of the Ivy Hill Subdivision as required by the Codified Ordinances of Macedonia. Therefore, further consideration of the matter was tabled until the following meeting. However, it is important to note that during this meeting Mayor Migliorini participated in the discussions by providing detailed information concerning the subdivision and answering questions posed by the members of the Planning Commission.

The first item on the agenda of the October 16, 1989, Planning Commission meeting was the Ivy Hill Subdivision. The minutes reflect that "the Migliorinis were looking for final conceptual approval." During this meeting Mayor Migliorini continued to answer questions from the Planning Commission members and provide details about the proposed subdivision. At the end of the discussion of the Ivy Hill Subdivision, the preliminary plans were approved unanimously by the Planning Commission. There is no indication whether or not Mayor Migliorini voted on the Ivy Hill Subdivision.

No further action was taken with respect to this particular piece of property until August 17, 1992. On that date,

the Planning Commission held a meeting during which they discussed the Rolling Springs Subdivision. The subdivision formerly known as "Ivy Hill" had been renamed "Rolling Springs" but was the same property owned by MIG-CAN Investment. During the minutes of this meeting, the Mayor indicated that although he owned the property, it was going to be sold to the Teresi Brothers for a proposed subdivision called Rolling Springs. The Mayor was going to retain two of the lots for his own residence. The minutes reflect that "at this point, the Mayor stepped down from the Planning Commission because of the conflict of interest and Anna Hejduk chaired this portion of the Meeting." Although the Mayor "stepped down" from the Planning Commission, he continued to participate in the discussion of the subdivision. In particular, it is during this meeting that the Mayor suggested that "instead of the \$400.00 per lot fee, the developer will install sewer lines into the park where they are sorely needed. He suggested that the City Engineer make the estimations." Since the prior preliminary approval of the Ivy Hill subdivision had expired, Ms. Hejduk suggested tabling any further discussion of the Rolling Spring Subdivision until the following meeting during which a quorum could approve the preliminary plans again.

The Rolling Springs Subdivision received preliminary approval during the September 8, 1992, Planning Commission meeting. The Mayor again suggested that the City ask the developer to bring the sewer lines into the subdivision in lieu of the \$400 per lot fee as required by the Codified Ordinances of Macedonia. The Minutes indicate that the Mayor did not vote on the preliminary

approval of the Rolling Springs Subdivision; however, he did participate in the discussions.

At the September 21, 1992, Planning Commission Meeting, the Mayor commented that the "Rolling Springs" Subdivision had been renamed "Parkview."

Subsequently, the Mayor was interviewed by a Cleveland Plain Dealer reporter with respect to his ownership of the subdivision. In a January 17, 1993 article in the Plain Dealer, the Mayor commented that "on paper its all been sold for a month." Later in the article, he was confronted with the fact that the Recorder's Office reflected that he still owned the land. The Mayor said that he had an agreement with a Mayfield Heights Company that the company will buy the property. He further stated "it's common knowledge that I own the property." He additionally stated that although he owned the property three years earlier, he dropped the previous development idea to "avoid the appearance of a conflict of interest." However, nothing had changed in the ownership of the property prior to his reproposing the subdivision under the name Rolling Springs.

On March 23, 1993, MIG-CAN Investment transferred the real estate now known as "Parkview" by Warranty Deed to Parkview Development Incorporated. The next day, March 24, Parkview Development Incorporated gave to MIG-CAN a mortgage in the amount of \$430,000.00 on the parcel. Significantly, prior to this mortgage being recorded, another mortgage in the amount of \$1,500,000.00 was given to the Park View Savings & Loan Association and recorded. Since this Park View Savings and Loan Association

mortgage was filed first, that meant that MIG-CAN's interest in the property was subordinate and secondary to the protection afforded Park View Savings & Loan on its \$1,500,000.00 mortgage. It is also interesting to note that on the Warranty Deed between MIG-CAN and Parkview Development Incorporated there is a notation signed by Rosalie Koren as Mayor Pro Tempore of the City of Macedonia indicating that the Warranty Deed was "Approved by the Planning Commission, City of Macedonia, Ohio" on April 12, 1993. There never was a Planning Commission meeting held on April 12, 1993.

On July 22, 1993, the City of Macedonia entered into a construction agreement with James S. and Anthony Teresi as "trustees," although no other indication was made regarding a trust agreement. This construction agreement was signed by the Mayor Pro Tempore for the City of Macedonia, Rosalie Koren. However, Mayor Migliorini did sign the Ordinance passed the same day authorizing the City to enter into the construction agreement.

On February 18, 1994, the final plat was signed by the Teresi Brothers indicating that Parkview Development Incorporated owned the subdivision. That same day, Park View Savings & Loan signed the plat indicating that it was the owner of the subdivision.

On March 24, 1994, the plat was approved and signed by the City Engineer. Four days later, Rosalie Koren signed the plat indicating that the Planning Commission had approved the final plat. However, the minutes of the Planning Commission meetings indicate that no Planning Commission meeting was held on March 28, 1994. Mayor Migliorini signed the plat on April 28, 1994,

indicating that he was the owner of the subdivision through MIG-CAN Investment.

A Declaration of Covenants and Restrictions for the Parkview Development Home Owners Association was entered into on May 9, 1994. Nick Molnar, President of City Council, signed this document on May 6, 1994, indicating that it was approved by the Planning Commission. However, no Planning Commission meeting was held on May 6, 1994. In the Preamble to the Declaration of Covenants and Restrictions, the grantors and owners of Parkview Estates are declared to be Parkview Development Corporation and MIG-CAN Investments. Mayor Migliorini signed this document as a partner in MIG-CAN Investments.

The final plat for Parkview Estates was recorded May 11, 1994.

2 – REVIEW OF APPLICABLE LAW

II. REVIEW OF APPLICABLE LAW

The three most relevant statutes involving potential criminal conduct by the Mayor of Macedonia are as follows:

A. ORC 2921.41 Theft in Office. In general, no public or party official is permitted to use or permit the use of his office in aid of committing the offense of theft. Additionally, it is considered to be a violation of this statute if a public or party official commits a theft offense and the property or service that has been stolen is owned by a political subdivision, political party, or political campaign fund.

Ohio Revised Code Section 2921.01(A) defines a public official as including any elected officer of any political subdivision of the State. This includes mayors of municipalities.

The most glaring instances of theft in office committed by Mayor Migliorini involves his failure to pay various bonds, deposits and fees required by the Codified Ordinances of Macedonia during the approval process of a proposed subdivision. Codified Ordinance of Macedonia Section 1109.03 requires that at the filing of the application for plat approval, the person or persons proposing the subdivision must file with the finance director a deposit of sufficient amount to cover the cost of investigating the proposal. Codified Ordinance of Macedonia Section 1113.02(A)(4) requires that after preliminary approval of a subdivision has been granted by the Planning Commission, title insurance must be obtained in the amount of \$1,000.00. Additionally, Codified Ordinance of Macedonia Section 1113.02(A)(5) requires that a

performance and maintenance bond be established. Codified Ordinance of Macedonia Section 1121.09 requires that the person or persons proposing the subdivision deposit a bond agreement in an amount sufficient to cover the purchase delivery and installation of street signs within the subdivision. Codified Ordinances of Macedonia Section 1121.011 requires that the developer deposit with the Finance Director an amount necessary to install trees in the tree lawn of the proposed subdivision. Lastly, Codified Ordinance of Macedonia Section 1127.03 requires that if 10% of the area of the subdivision is not set aside for "open space", that the developer shall deposit with the City funds in the amount of \$400.00 per subplot for use in the recreation fund.

There is no record of Mayor Migliorini or any of his business associates having deposited any of the above-referenced bonds, deposits or fees with respect to the subdivision. By failing to provide the bonds, deposits or fees, the Mayor has essentially appropriated for his own use monies that were required for the development of the subdivision by the City of Macedonia.

Finally, Codified Ordinance of Macedonia Section 1125.02 indicates that it is up to Council to dedicate for public use the roadways within a subdivision. Therefore, prior to the Council acting to dedicate a street within the subdivision, no public service may be used to provide for its upkeep. However, it appears that Mayor Migliorini moved into his new home within the subdivision prior to the dedication of the thoroughfares within the subdivision. He has allowed for the plowing and snow removal of

the street that he lives on without the street having been previously dedicated.

Theft in office is a felony of the third degree. It carries a maximum penalty of 2 years in prison and a fine of \$2,500.00. It also requires that the public or party official convicted of this offense be disqualified from holding any other public office. Restitution must be paid by the offender.

B. Ohio Revised Code Section 2921.42 Having an Unlawful Interest in a Public Contract. This section prohibits any public official from authorizing or employing the authority or influence of his office to secure authorization of a public contract. Additionally, no public official shall have an interest in the profits or benefits of a public contract entered into by or for the use of the political subdivision. There are several exceptions to having an unlawful interest. However, none of those exceptions apply in this case.

A public contract is defined as a contract for the purchase or acquisition of property or services by or for the use of a political subdivision. A contract for the design, construction, alternation, repair, or maintenance of any public property is also considered a public contract.

On July 22, 1993, the City of Macedonia entered into a construction agreement with James S. and Anthony Teresi as trustees. This public contract required that the Teresis provide sewer lines, street paving, drainage, curbing, water lines, sidewalks, etc. within the subdivision for the benefit of the City of Macedonia.

As a member of the Planning Commission, it is apparent that Mayor Migliorini used the influence of his office to secure the authorization of this public contract for the Teresi Brothers. Mayor Migliorini participated extensively in the discussions of the subdivision. Although he did not sign the actual construction agreement (Rosalie Koren signed as Mayor Pro Tempore), he did in fact sign the Ordinance passed by Council authorizing the City to enter into that contract. Therefore, he used his position as Mayor to secure authorization of a public contract in which he personally had an interest.

Mayor Migliorini had a substantial ownership interest in the subdivision itself. As such, he had an interest in the profit or benefit of the public contract (i.e., once the subdivision was completed, the lots could be sold and he could receive the benefits of those sales). As a part owner of the subdivision, he had a primary interest in the subdivision being completed. That subdivision could not have been completed without the City and the developer entering into this public contract. Absent this contract and the completion of the subdivision, Mayor Migliorini would simply have owned part of an open field.

If Mayor Migliorini authorized, or employed the authority or influence of his office to secure the authorization of a public contract, then he is guilty of a felony of the fourth degree which carries a maximum penalty of 1 1/2 years in prison and fine of \$2,500.00. If he had an interest in the profits or benefits of a public contract entered into by or for the use of the City of

Macedonia, he is guilty of a first degree misdemeanor that is punishable by up to 6 months in jail and a \$1,000.00 fine.

C. O.R.C. Section 2921.43 Soliciting or Receiving Improper Compensation. This section prohibits a public servant from knowingly soliciting or accepting any compensation to perform his official functions.

It is obvious from a review of the timeline that is provided herein that Mayor Migliorini had a major influence in proposing and finalizing the subdivision. Additionally, he is a part owner of the subdivision. As a member of the Planning Commission, he spear-headed the proposed subdivision through the Planning Commission. Not only did he accomplish this once, but he did it twice. The first time was on October 16, 1989 when this subdivision was called Ivy Hill. At that time, Mayor Migliorini obtained preliminary approval for that subdivision. After its expiration, he had to reapply for its approval which he received on September 8, 1992.

Therefore, while participating in the discussions of the subdivision in his official capacity as president of the Planning Commission, Mayor Migliorini was proposing a subdivision from which he would accept additional compensation.

A violation of this statute is a misdemeanor of the first degree. It carries a maximum penalty of 6 months in jail and a fine of \$1,000.00. Additionally, a person convicted of this offense is disqualified from holding any public office for a period of 7 years.

3 – SUGGESTED AREAS OF INVESTIGATION

III. SUGGESTED AREAS OF INVESTIGATION

A. Trust Agreement. The construction agreement dated July 22, 1993 and authorized by Ordinance 50-1993, indicates that the Teresi Brothers were signing the agreement as "trustees." They get their authority from a trust agreement. That trust agreement should contain the names of the beneficiaries of that trust agreement.

It is virtually certain that Mayor Migliorini, individually or as a partner in MIG-CAN Investments, is mentioned as a beneficiary. That is due to the March 24, 1993 mortgages mentioned in the Statement of Facts wherein MIG-CAN Investments subordinates its interest in the property to Parkview Development Incorporated. There must be some profit expenditure in that trust agreement that would go to the benefit of MIG-CAN Investment or Mayor Migliorini, individually.

B. Fred Tufts. At the time the subdivision was proposed, Fred Tufts was the city engineer. He currently conducts himself as the city engineer although he does not hold that title.

During his tenure as city engineer, Mr. Tufts would have been required to approve the subdivision at various points of its development.

Mr. Tufts approved various steps in the subdivision process without the required bonds, deposits or fees having been posted. He either was told by somebody (i.e., Mayor Migliorini) that the bonds and deposits were posted or he was "strong armed" into approving the steps in the subdivision process by someone.

As a long-time city engineer, Mr. Tufts would be able to provide valuable information with respect to the development process and, in particular, the proposed subdivision first called Ivy Hill and renamed Parkview Estates.

Mr. Tufts can be located at 4401 Rockside Road, Independence, Ohio 44131. His work phone number is 524-4455.

C. Tom DiLellio. Mr. DiLellio is the Director of Finance for the City of Macedonia. He would be required to keep all of the accounting records of the City. He therefore would be able to provide documentation with respect to the failure to pay any bonds, deposits, or fees.

Mr. DiLellio's work phone number is 468-1300.

D. Rosalie Koren. Although Ms. Koren is no longer a member of Council, she had been a member of Council during the time that this subdivision was developed.

The documentation provided is repleat with Ms. Koren's signature as Mayor Pro Tempore. As Mayor Pro Tempore, she stood in for the Mayor at certain approval steps in the process. For instance, she signed the construction agreement between the Teresi Brothers as Trustees and the City of Macedonia. However, in spite of the fact that the Mayor stepped down at that point, he signed the Ordinance authorizing that contract.

Ms. Koren signed the March 23, 1993 deed between MIG-CAN Investments and Parkview Development Incorporated.

Lastly, she signed the final plat on March 28, 1994 representing that the plat had been approved by the Planning

Commission, when the records indicate that no such meeting took place.

Ms. Koren can be located at 9460 Woodview Oval, Macedonia, Ohio 44056. Her phone number is 467-6915.

E. Joseph W. Diemert, Jr. Mr. Diemert is the Director of Law for the City of Macedonia. He had either prepared or participated in the approval of many of the documents involved in this subdivision.

Mr. Diemert is tied very closely to Mayor Migliorini. Any interview of Mr. Diemert should be conducted towards the end of the investigation. If there is an indication to him that Mayor Migliorini is being investigated regarding this matter, it is certain that the two of them will get together and try to cover any criminal activity.

F. Joseph Migliorini. As the Mayor of Macedonia, Mr. Migliorini has run the City with an iron fist. Apparently, those that disagree with Mr. Migliorini are often the subject of his reprisal.

There may be many more violations of criminal statutes by Mr. Migliorini that do not involve Parkview Estates. These include the use of city workers for private affairs and the "shake down" of other persons wishing to build within the City of Macedonia. However, the conduct of Mayor Migliorini in getting this proposed subdivision approved and his reaping benefits therefrom appear to be the most apparent criminal activity on his part.

Each lot within the development will cost a buyer approximately \$65,000.00. There are 45 lots within the subdivision. Therefore, the land alone is valued at \$2,925,000.00. Added to that is be the cost of constructing the homes on each lot. Therefore, the potential windfall on the part of Mayor Migliorini is in the millions.

4 – OTHER AREAS OF INVESTIGATION

OTHER AREAS OF INVESTIGATION

1. Josephine Arceci
7599 Brinmore
Sagamore Hills, Ohio 44067
467-5742 - home; 468-1300 - work

Clerk of Council from 1991-present
2. Joe Bires
1075 Crow Drive
467-3492

Member of Planning Commission, 1992-present
3. John Chasteen
468-1300 - work

In-house city engineer (hired 1994)
4. Nick DeFran
9139 N. Bedford
468-2073

Acting Service Director; Mayor Migliorini's father-in-law
5. Bob Drobnick
8432 Bartley Lane
Mentor, Ohio
232-9988 - work; 974-1166 home

Former Building Inspector from 1990 - 1994;
Presently employed by the City of Oakwood.
6. Diane Hearn
9224 Blueberry Lane
Macedonia, Ohio 44056
467-2813 - home; 468-1300 - work

Secretary to Planning Commission
and Building Department Clerk

7. Mary Hegidus
9166 Cherokee Run
Macedonia, Ohio 44056
468-1300 - work; 467-4915

Mayor's Secretary (1983 to present)

8. Anna Hejduk
8147 Wren Drive
467-6526

Councilwoman, Member of Planning Commission

9. Al Kalish
468-1300 - work

Building Inspector

10. Ron Kovach
1072 Skyland
467-3697

Member of Planning Commission, 1979-present

11. Kurt Laubinger
282 Ledge Road
467-6453 - home
467-7300 - work

Member of Planning Commission, 1982-1992

12. Ken Martin
8861 Harad Court
Macedonia, Ohio
467-3442

Member of Planning Commission, 1990-present;
Mayor's Campaign Treasurer

13. Diane Mauser
10801 Ravenna Road
Twinsburg, Ohio 44087
963-7067

Former employee of Building Department;
Former PC Secretary

14. Shirley Mikolay
672 Harper
Macedonia, Ohio 44056
468-1599 - home; 468-1300 - work

Secretary in Building Department
15. Nick Molnar
9158 Tanglewood
Macedonia, Ohio 44056
467-8060

President of City Council
16. Denny Moore
98 Meadowlane
468-2490

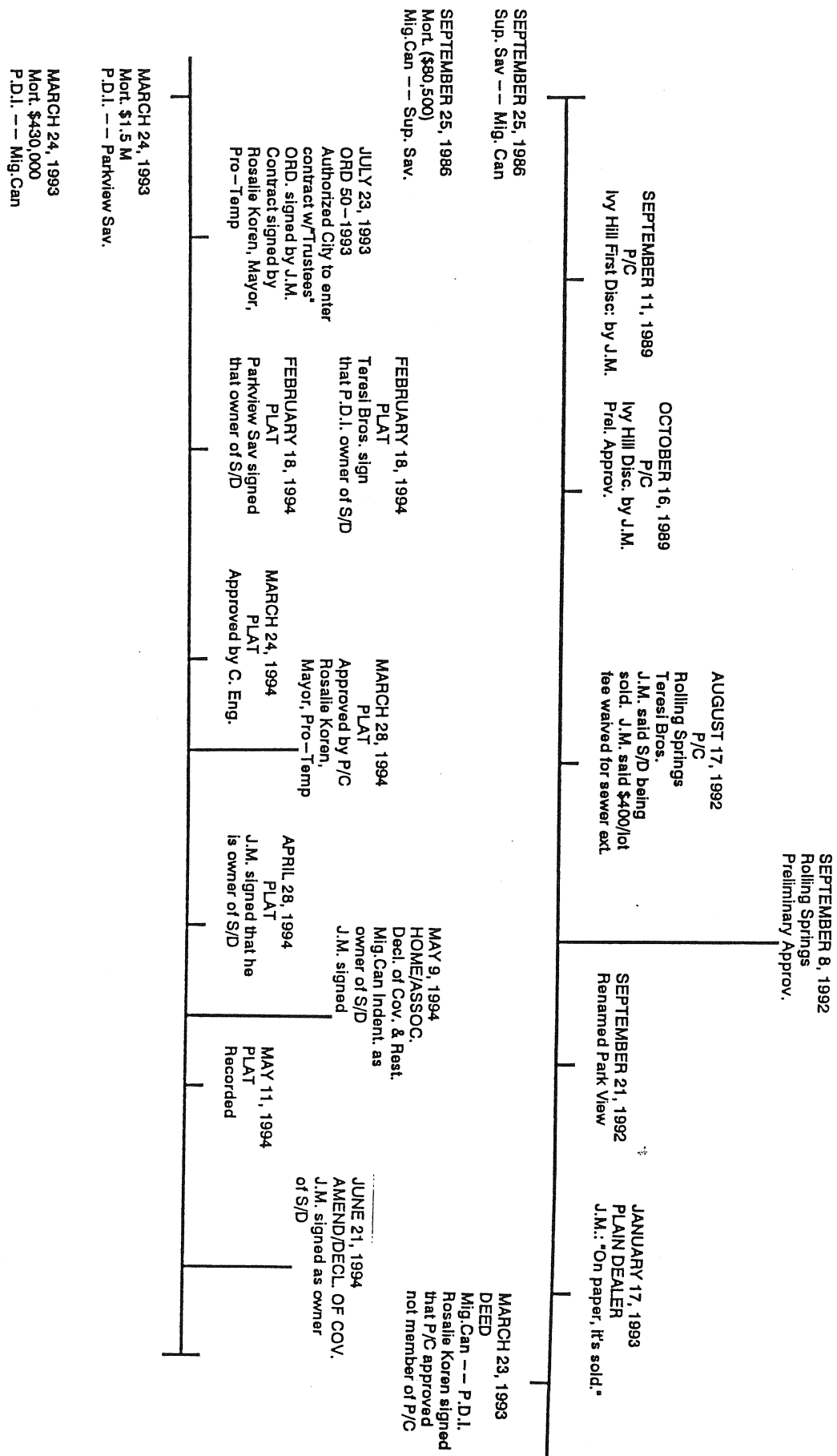
Works in Sign Dept. of City Service Department
17. Ed Morris
9516 Ledge Acres Road
486-0106

Former council member; served on Planning Commission in 1989
18. Earl Rizzo
15601 Auburn Road
Newbury, Ohio 44065
564-7394

Recently resigned as Service Director (employed for 8 years)
19. Gary Thompson
426 Janes Lane
467-4508

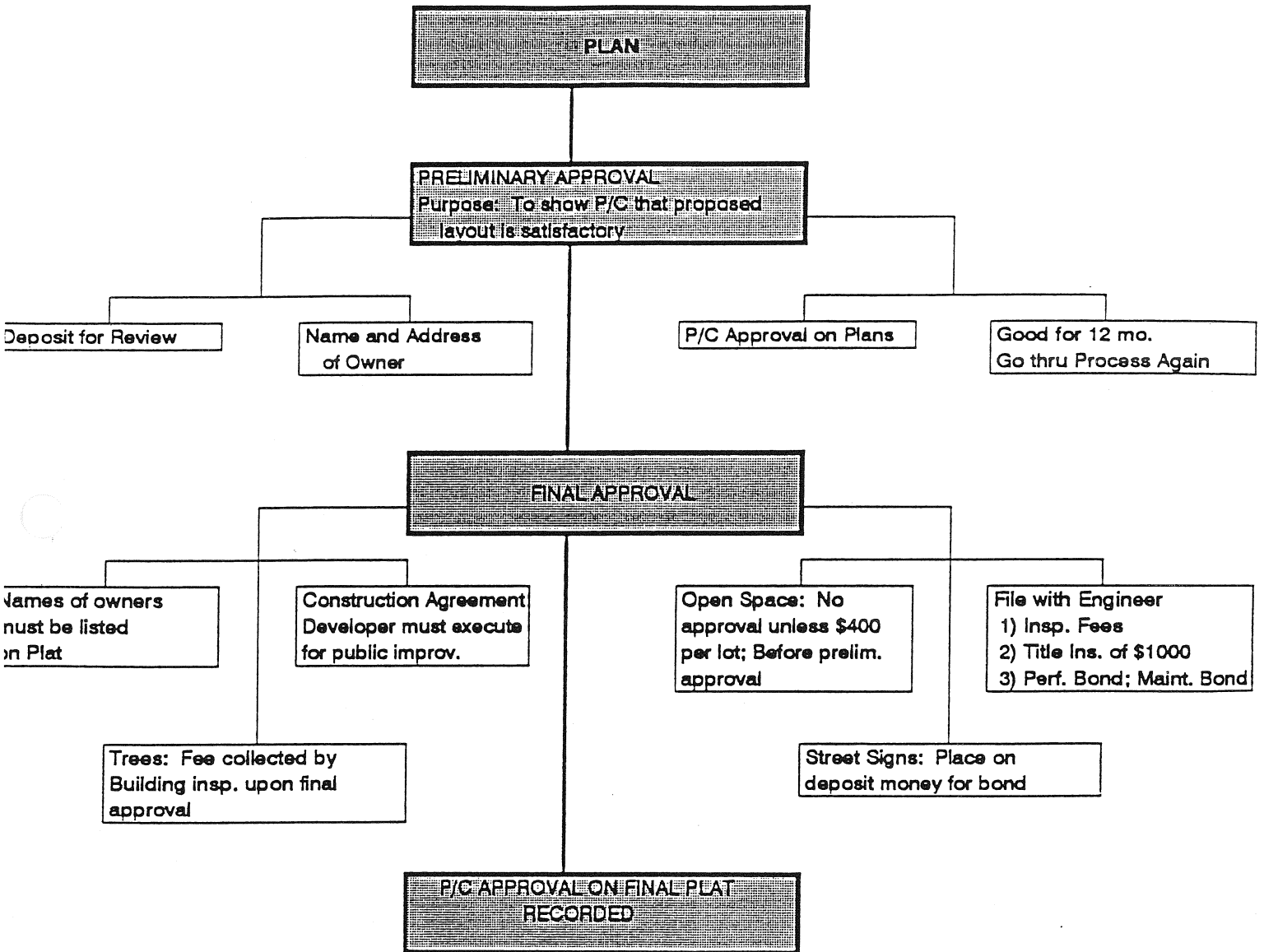
Member of Planning Commission, 1980-1990

5 – TIMELINE



6 – SUBDIVISION REQUIREMENTS

SUBDIVISION REQUIREMENTS



**7 – CHARTER OF MACEDONIA
ARTICLE X**

Section 9.03 Qualifications and Term.

No person shall act as the Director of Law unless he is duly admitted to practice law in the State of Ohio. Neither the Director of Law nor his assistants, nor any special counsel, shall be required to reside in the Municipality.

The Director of Law or any member of the Department of Law shall serve until written resignation or removal as provided in Section 9.05 hereof.

Section 9.04 General Provisions.

Council shall provide such assistants and special counsel to the Director of Law as shall, from time to time, be deemed by Council to be necessary.

Section 9.05 Removal.

The Director of Law can be removed by the Mayor if a majority of the members elected to Council approve such removal by vote at a regularly scheduled meeting of Council.

The Director of Law can be removed by Council by a five-sixths (5/6) affirmative vote of the members elected to Council. (Amended November 7, 1989)

ARTICLE X PLANNING AND ZONING COMMISSION

Section 10.01 Composition and Term.

There is hereby created a Planning and Zoning Commission which shall consist of the Mayor, one member of Council elected by the Council annually and three (3) electors of the Municipality, not holding other municipal office or appointment, to be appointed for staggered terms of six (6) years by the Mayor. A vacancy occurring during the term of any member shall be filled for the unexpired term in the manner authorized for an original appointment. The Commission shall choose a Secretary and such other officers as it shall deem necessary, shall make its own rules and regulations and shall keep a journal of its proceedings. The Mayor shall serve as chairman of the Planning and Zoning Commission. The Commission shall appoint or reappoint its officers at its first regular meeting in January of each year. Members of the Commission shall serve without compensation unless otherwise provided by ordinance. The Commission shall meet at least once a month. A majority of the members of the Commission shall constitute a quorum for the transaction of business and the affirmative vote of three (3) members of the Commission shall be necessary for any official action.

Section 10.02 Powers.

The Planning Commission shall be the platting authority of the Municipality and have such power and perform such duties with respect to the use, subdivision and development of land as may be prescribed by the laws of the State of Ohio or the ordinances of Council to the extent they are not inconsistent with this Charter.

Section 10.03 Amendment to Zoning.

Legislation amending the Zoning Map of the City of Macedonia whereby land is rezoned from R-1 Residence District Use to any other zoning classification, shall not become effective until it is approved by a majority of the electors of the City of Macedonia voting thereon, and a majority in each precinct (as established by the Summit County Board of Elections) in which the change is applicable to property in the precinct. Said election is to be held concurrently with the next election regularly scheduled throughout the County, provided that the election must occur more than sixty (60) days after the passage of such legislation.
(Amended May 7, 1991.)

Section 10.04 Removal.

Any member of the Planning Commission can be removed by the Mayor if a majority of the members elected to Council approve such removal by vote at a regularly scheduled meeting of Council.

Any member of the Planning Commission, except the Mayor, can be removed by Council by a five-sixths (5/6) affirmative vote of the members elected to Council.
(Enacted November 7, 1989)

ARTICLE XI
BOARD OF ZONING AND BUILDING CODE APPEALS

Section 11.01 Creation and Duties.

Council shall by ordinance establish a Board of Zoning and Building Code Appeals to hear appeals for exception to and variances from the application of ordinances, resolutions, regulations, measures and orders of administrative officials or agencies governing zoning and building in the Municipality under procedures established by Council. Such Board shall be made up of five (5) electors of the municipality, each of whom shall serve a term of five (5) years.

Such Board shall have such duties and functions as may be provided by ordinance of Council or the Statutes of the State of Ohio. Members of the Board of Zoning and Building Code Appeals shall be appointed by the Mayor subject to confirmation by a majority of the members elected to Council.

The terms of the members shall be staggered so that one member's term shall expire each year. The Board shall annually elect its own Chairman and Vice Chairman, and Secretary. The minutes of the Board together with its findings and orders shall be filed in the Municipal offices.

The Board may adopt its own regulations, but the same shall not be inconsistent with the Statutes of the State of Ohio pertaining to municipal Zoning Boards or ordinances of the municipality of Macedonia.

Section 11.02 Removal.

Any member of the Board of Zoning and Building Code Appeals can be removed by the Mayor if a majority of the members elected to Council approve such removal by vote at a regularly scheduled meeting of Council.

Any member of the Board of Zoning and Building Code Appeals can be removed by Council by a five-sixths (5/6) affirmative vote of the members elected to Council.
(Enacted November 7, 1989)

**8 – CODIFIED ORDINANCES OF MACEDONIA
CHAPTERS 1101 -1129**

CODIFIED ORDINANCES OF MACEDONIA

PART ELEVEN - PLANNING AND ZONING CODE

TITLE ONE - Subdivision Regulations

- Chap. 1101. General Provisions.
 Chap. 1105. Definitions.
 Chap. 1109. Preliminary Plan Procedure.
 Chap. 1113. Final Plat Procedure.
 Chap. 1117. Design Standards and Details.
 Chap. 1121. Required Improvements.
 Chap. 1125. Special Development Provisions.
 Chap. 1127. Open Space Requirements.
 Chap. 1129. Enforcement and Penalty.
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CHAPTER 1101

General Provisions

- | | | | |
|---------|---------------------------------------|---------|------------------------------|
| 1101.01 | Short title and territorial limits. | 1101.06 | Conformity of subdivision. |
| 1101.02 | Interpretation and purpose. | 1101.07 | Recording of plat. |
| 1101.03 | Mandatory requirements and authority. | 1101.08 | Sale of land in subdivision. |
| 1101.04 | Approving agency. | 1101.09 | Amendments. |
| 1101.05 | Jurisdiction. | | |

CROSS REFERENCES

Plat and contents - see Ohio R.C. 711.01 et seq.

Subdividing by an instrument of conveyance - see Ohio R.C. 711.40

1101.01 SHORT TITLE AND TERRITORIAL LIMITS.

(a) Short Title. Title One of this Part Eleven - Planning and Zoning Code shall be known and may be cited as the "Subdivision Regulations of the City of Macedonia, Ohio."

(b) Territorial Limits. The rules and regulations governing plats and subdivisions of land contained herein shall apply within the corporate limits of the City of Macedonia, Ohio. (Ord. 46-1962. Passed 8-17-62.)

1101.02 INTERPRETATION AND PURPOSE.

(a) Interpretation. The provisions of these Subdivision Regulations shall be held to be the minimum requirements adopted for the promotion of health, safety and welfare of the people of Macedonia, Ohio. These Regulations are not intended to repeal, abrogate, annul or in any manner interfere with any existing laws, zoning ordinances, covenants or rules provided, however, where these regulations impose a greater restriction than is required by such existing laws, covenants or rules, the provisions of the regulations shall govern.

(b) Purpose. The provisions herein set forth are adopted to secure and provide for the coordination of streets within the subdivision with existing streets, roads or highways; for the proper amount of open spaces for traffic, circulation and utilities; and for the avoidance of future congestion of population detrimental to the public health, safety or welfare; to provide for the construction of streets, and other facilities deemed necessary or appropriate in the public interest; to insure and promote sound community growth; to protect against deterioration and obsolescence; and to safeguard the interests of the owners or occupants of property, the subdividers and local government. (Ord. 46-1962. Passed 8-17-62.)

1101.03 MANDATORY REQUIREMENTS AND AUTHORITY.

The statutory provisions of the Ohio R.C. 711.101 et seq., prescribe certain mandatory requirements and penalties concerning the platting of land in the State of Ohio; and in addition, authorize and enable municipal corporations through the Planning Commission and Council to adopt and enforce local regulations and standards for the control and guidance of platting and installation of improvements precedent to the mandatory recording of the plat in the office of the County Recorder. (Ord. 46-1962. Passed 8-17-62.)

1101.04 APPROVING AGENCY.

These Regulations shall be administered by the Planning Commission acting in lieu of the governing body, except as may be otherwise provided in these Regulations. (Ord. 46-1962. Passed 8-17-62.)

1101.05 JURISDICTION.

These Regulations shall be applicable to any person engaged in the platting, transfer or recording of land and more particularly to the owner or agent of the owner engaged in the division or improvement of land as a subdivision and in platting or the replatting of land; wherever such land may be situated within the corporate limits of the City. (Ord. 46-1962. Passed 8-17-62.)

1101.06 CONFORMITY OF SUBDIVISION.

No person shall subdivide by deed, plat, instrument of conveyance or otherwise, any tract of land within the City except in conformity with the provisions of these Regulations. (Ord. 46-1962. Passed 8-17-62.)

1101.07 RECORDING OF PLAT.

- No plat of any subdivision shall be recorded in the County Recorder's office or have any validity until it shall have been approved in the manner prescribed in these Regulations. In the event any such unapproved plat is recorded, it shall be considered invalid and Council shall institute proceedings to have the plat stricken from the records of Summit County, Ohio.
(Ord. 46-1962. Passed 8-17-62.)

1101.08 SALE OF LAND IN SUBDIVISION.

No owner or agent of the owner of any land located within a subdivision shall transfer, sell, agree to sell, or negotiate to sell any land by reference to, exhibition of, or by the use of a plan or plat of a subdivision before such plat or plan has been approved and recorded in the manner prescribed herein. The description of such lot or parcel by metes and bounds in the instrument of transfer or other documents used in the process of selling and transferring shall not exempt the transaction from the provisions of these Regulations.
(Ord. 46-1962. Passed 8-17-62.)

1101.09 AMENDMENTS.

These Regulations may be amended from time to time as provided by law.
(Ord. 46-1962. Passed 8-17-62.)

CHAPTER 1105
Definitions

1105.01 Definitions.

CROSS REFERENCES

Plat and subdivision defined - see Ohio R.C. 711.001
Zoning definitions - see P. & Z. Ch. 1133

1105.01 DEFINITIONS.

For the purpose of these Regulations, certain words are defined as follows:

- (a) "Building setback line" means the line indicating the minimum horizontal distance between the street line and building or any covered porch extending in front of the main foundation wall, not including steps.
- (b) "City Engineer" means the City Engineer or other designated person or persons officially authorized to represent the City in this capacity.
- (c) "Planning Commission" means the Planning Commission of Macedonia, Ohio.
- (d) "Easements" means a grant by a property owner of the use, for a specific purpose or purposes, of a strip or parcel of land to the general public, a corporation, or to a certain person or persons.
(Ord. 46-1962. Passed 8-16-62.)
- (e) "Lot, sub-lot or in-lot" means a piece or parcel of land abutting on a street (with the exception that lots in a multiple family or planned unit development may be excluded, by Conditional Use Permit from the Planning Commission, from the requirement to abut a public street) whose area is sufficient to furnish an appropriate building site for the intended use in conformity with the requirements of the Zoning Ordinance and these Regulations and is shown in the final record plat.
(Ord. 69-1990. Passed 7-19-90.)
- (f) "Out-lot or fractional lot" means a piece or parcel of land forming a part of the tract but being withheld and not intended as an in-lot but shown on the final plat record.
- (g) "General Plan or Master Plan" means the comprehensive plan or a part thereof as adopted by the Planning Commission; providing recommendations for the location and development of major thoroughfares or local streets, public parks, building sites and utilities; and indicating other community objectives.
- (h) "Land Use Plan" means the Zoning Ordinance until such a plan is developed and adopted.

- (i) "Major Thoroughfare Plan" means the official plan of highways, primary and secondary thoroughfares and parkways, adopted by the Planning Commission, and including the proposed opening, widening or extension of any streets or roads as may have been declared necessary by Council in the public interest.
- (j) "Park and Playground Plan" means the official plan of parks, playgrounds or other open public grounds, designated as such on the Land Use Plan adopted by the Planning Commission.
- (k) "Collector street" means a street intended to serve and to provide access to neighborhoods or subneighborhoods.
- (l) "Major street" means a street with the primary function to provide access to the community and/or to the major portions thereof.
- (m) "Minor street" means any street not a highway, primary or secondary thoroughfare, parkway or collector streets and intended to serve and to provide access exclusively to the properties abutting thereon.
- (n) "Private street" means a street which has not been accepted and confirmed by Council for public use.
- (o) "Alley or service drive" means a passage or way affording generally a secondary means of vehicular access to abutting properties and not intended for general traffic circulation.
- (p) "Plat" means a map of a tract or parcel of land.
- (q) "Final plat" means the final map, drawing or chart on which the subdivider's plan of subdivision is presented to the Planning Commission and Council for approval, and which, if approved, will be submitted to the County Recorder for recording.
- (r) "Subdivision" means:
 - (1) The division of any parcel of land shown as a unit or as contiguous units on the last preceding tax roll, into two or more parcels, sites or lots, any one of which is less than five acres for the purpose, whether immediate or future, of transfer of ownership; provided, however, that the division or partition of land into parcels of more than five acres not involving any new streets or easements of access, and the sale or exchange of parcels between adjoining lot owners, where such sale or exchange does not create additional building sites, shall be exempted; or
 - (2) The improvement of one or more parcels of land for residential, commercial or industrial structures or groups of structures involving the division or allocation of land for the opening, widening or extension of any street or streets, except private streets serving industrial structures; the division or allocation of land as open spaces for common use by owners, occupants or leaseholders or as easements for the extension and maintenance of public sewer, water, storm drainage or other public facilities.

- (s) "Person" means any person, firm, partnership, association, corporation, company or organization of any kind.
- (t) "Subdivider" means a person, firm or corporation who has applied for approval of or has duly recorded a plat for the subdivision of a tract of land.
- (u) "Architectural Board of Review" means a Board established by Council with the authority to exercise the powers and perform the duties provided in the enabling legislation creating such Board.
- (v) "Preliminary Plan" means the preliminary drawings indicating the proposed layout of a subdivision to be submitted to the Planning Commission for its approval. (Ord. 46-1962. Passed 8-17-62.)

CHAPTER 1109
Preliminary Plan Procedure

1109.01 Initial review.	1109.05 Form and size.
1109.02 Filing.	1109.06 Contents.
1109.03 Deposit.	1109.07 Required information.
1109.04 Approval.	

CROSS REFERENCES

Plat and contents - see Ohio R.C. 711.01 et seq.
 Lot numbering and revision - see Ohio R.C. 711.02, 711.06,
 711.28 et seq.
 Cornerstones and permanent markers - see Ohio R.C. 711.03,
 711.14

1109.01 INITIAL REVIEW.

Prior to the preparation of the preliminary plan, the subdivider shall seek the assistance of the Planning Commission in order to become familiar with the subdivision requirements and with the major street plans and maps affecting the territory in which the proposed subdivision is located.

- (a) Purpose. The purpose of the preliminary plan is to show all the facts which may enable the Planning Commission and other public officials to determine whether the proposed layout of the land is satisfactory from the standpoint of the public interest.
- (b) Layout. The layout shall be made by a qualified technician, trained in the design and planning of subdivision developments.
- (c) Layout Requirements. All required engineering and surveying work must be performed by or under the supervision of a registered engineer or surveyor in accordance with the provisions of the Engineers and Surveyors Registration Act, Ohio R.C. Chapter 4733.
- (d) Commencement of Work. The subdividers shall not proceed with any work on the proposed subdivision, including grading, which may affect the arrangement of streets, utilities or changes the natural course of surface drainage, until he has obtained the acceptances and approvals required pursuant to Section 1113.02. (Ord. 35-1984. Passed 6-14-84.)

1109.02 FILING.

The subdivider or his agent shall submit to the Planning Commission at least eight legible, readable prints of the preliminary subdivision layout and supporting drawings for the installation of the required improvements. The Commission shall submit the preliminary documents to the City Engineer, Summit County General Health District, Planning Consultant, or other official as may be involved for report thereon. (Ord. 46-1962. Passed 8-17-62.)

1109.03 DEPOSIT.

(a) At the time of filing the application for the approval of any plat, or at the time plans and specifications for any improvement or improvements are submitted to the Planning Commission for approval, there shall be deposited with the Finance Director an amount of money sufficient in the opinion of the Planning Commission to cover the cost and expense of such investigations as may be necessary to determine whether such proposed allotment conforms to the Subdivision Regulations or that its improvements have been made or are being installed in accordance with the requirements of these Regulations and the plans and specifications approved by the City Engineer.

(b) The cost and expense of such investigations made by the Planning Commission, City Engineer or his assistants shall be paid from such deposit upon itemized bills rendered by the City Engineer and Planning Commission. In case such expenditures exceed the deposit, the excess shall, upon demand by the Planning Commission, be paid by the owner forthwith into the City Treasury. In case the deposit exceeds such expenditures, the balance will be refunded to the applicant within a reasonable time after the completion of such investigations.

(Ord. 46-1962. Passed 8-17-62.)

1109.04 APPROVAL.

(a) The Planning Commission shall then consider the preliminary plans with the reports and either approve, disapprove or withhold formal action thereon within such further time as the applying party may agree to. The ground for refusal or approval, including citation of or reference to the rule or regulation violated, shall be stated upon the records. The Planning Commission will normally indicate its tentative approval by notation on one copy of such plans for the Subdivider's records.

(b) Approval of the preliminary plan shall be effective for a maximum period of twelve months unless, upon application of the developer, the Planning Commission grants an extension. If the final plan has not been recorded within this time limit, the preliminary plan must again be submitted to the Planning Commission for approval.

(Ord. 46-1962. Passed 8-17-62.)

1109.05 FORM AND SIZE.

The preliminary plan shall be clearly and legibly drawn. The size of maps shall not be less than eight and one-half by eleven inches nor more than thirty-six by forty-eight inches. Subdivisions of six acres or less shall be drawn at a scale of one inch equals fifty feet. All others shall be drawn at a scale of one inch equals 100 feet, unless otherwise authorized by the City Engineer.
(Ord. 46-1962. Passed 8-17-62.)

1109.06 CONTENTS.

The preliminary plan shall contain the following information:

- (a) Proposed name of subdivision. The name shall not duplicate any other recorded plan or subdivision in the City or County.
- (b) Tract designation according to real estate records of the County; and approximate acreage within the subdivision.
- (c) Lot lines, approximate dimensions and lot numbers.
- (d) Name and addresses of subdivider, owner and surveyor.
- (e) Scale of plan, north point and date.
- (f) Boundaries of subdivision indicated by a heavy line with the approximate dimensions and bearings thereof.
- (g) Location, widths and names of existing or proposed streets, railroad right-of-way, easements, parks, permanent buildings, section and corporation lines. New street names shall not duplicate any existing street names within the City.
- (h) Names of adjacent subdivisions and owners of adjoining parcels of un subdivided land.
- (i) Zoning classification and district boundaries; proposed front yard building setback lines.
- (j) Existing contours with intervals of not more than five feet where the slope is greater than ten percent (10%) and not more than two feet where the slope is less than ten percent (10%). However, one foot contours are recommended and will be required in relatively flat topography. Elevations shall be based on sea level datum.
- (k) High water elevations in the vicinity of streams or lakes; exact location and character of any swamp or marsh lands.
- (l) Drainage channels, wooded areas, power transmission poles and lines, all other utilities and any other significant physical features.
- (m) Location Plan Information required in subsections (c), (f), (g), (i), (k) and (l) hereof, shall be provided for areas within and adjacent to the tract.

(Ord. 46-1962. Passed 8-17-62.)

1109.07 REQUIRED INFORMATION.

(a) A statement of the proposed use of the building sites or lots so as to reveal the type of residential development with the number of dwelling units; type and extent of business, industry, institution or other structures and their effect on traffic flow through streets, public service facilities, fire or health hazards or congestion of population.

(b) Any existing or proposed covenants and restrictions.

(c) Source of water supply; provisions for sewage disposal and storm drainage.

(d) All parcels of land intended to be dedicated or temporarily reserved for public use, or to be reserved in the deeds for the common use of property owners in the subdivision, with the purpose, condition, or limitations of such reservations, indicated. (Ord. 46-1962. Passed 8-17-62.)

CHAPTER 1113
Final Plat Procedure

1113.01	Conformity with preliminary plan.	1113.06	Acceptance of streets .
1113.02	Filing.	1113.07	Recording of plat.
1113.03	Approval.	1113.08	Form and size.
1113.04	Time limit.	1113.09	Map contents.
1113.05	Approval not an acceptance of dedication.		

CROSS REFERENCES

Plat acknowledgement and recording - see Ohio R.C. 711.06
 Engineer to approve plots - see Ohio R.C. 711.08, 711.09
 Minimum lot area - see Ohio R.C. 711.09

1113.01 CONFORMITY WITH PRELIMINARY PLAN.

The final plat of the subdivision shall conform to the approved preliminary plan. It may constitute only that portion of the preliminary plan which the subdivider proposes to record and develop at that particular time, provided that such portion conforms with all the requirements of the Subdivision Regulations. (Ord. 46-1962. Passed 8-17-62.)

1113.02 FILING.

(a) After receiving notice from the Planning Commission that the preliminary plan has been approved, the subdivider may then proceed to prepare and file with the City Engineer:

- (1) Copies of the final plat of subdivision as required and specified herein.
- (2) Street cross-sections, profiles, specifications and other construction drawings for installation of the required public improvements.
- (3) Inspection fees as hereinafter set forth.
- (4) Title insurance in the amount of one thousand dollars (\$1,000), meeting the approval of the Law Director, covering the lands to be dedicated, showing the title to such dedicated streets or land good in the name of the City.
- (5) Construction agreement, performance bond and maintenance bond as required and specified herein:

A. Should it not be desirable or possible for the subdivider to do all the work herein required to place the streets and other improvement in an acceptable condition prior to the submission of the final plat to the Planning Commission for approval, then such final plat may nevertheless be approved, provided that a construction agreement, performance bond

and maintenance bond acceptable to the Law Director is given for the purpose of assuring the installation of such improvements deemed by the Planning Commission to be necessary and appropriate in the public interest. The amount of such performance guarantee shall be sufficient to cover the cost of all improvements or uncompleted portions thereof, based on an estimate furnished or acceptable to the City Engineer and satisfactory to the Planning Commission. Such performance agreement and security may be made under such conditions and time limitations as the Planning Commission may determine; or

- B. In the event the subdivider desires to complete the required improvements or a part thereof, before seeking final plat approval, he must prepare and file with the City Engineer all of the above listed plat requirements including the execution of the Construction Agreement, but the subdivider need not post the Performance Bond. Construction under this latter procedure shall be withheld until after the Planning Commission has reviewed all of these required final plat documents and has formally authorized the subdivider to construct and install the improvements subject to further certification by the City Engineer and final plat approval set forth herein. Upon completion of the streets and other required improvements, application may be made to the City Engineer, for certification that all such improvements as specified in the Agreement have been satisfactorily installed.

(b) As an alternative, and together with copies of the final plat and the title insurance referred to above, the subdivider may petition Council for the construction of all improvements and the levying of special assessments to pay costs thereof. The petition shall:

- (1) Describe in specific terms the kind of improvements to be constructed and the location and termini of such improvements;
- (2) Be signed by the subdivider and each owner of each property to be assessed for the improvement and, to the extent known, by the prospective owners of such property;
- (3) Waive the procedural requirements of Ohio R. C. Chapter 727 and all resolutions, ordinances, hearings and notices for the making of such improvements and the levying of special assessments to pay costs thereof;
- (4) Set forth what portion, if any, of the cost of the improvement the City will assume;
- (5) State whether the improvements are to be installed all at once or, with the approval of the Engineer and the Commission, whether portions of the improvements may be installed as determined by the Engineer and Commission to be desirable; and,
- (6) Contain such other provisions as counsel for the City may determine to be appropriate for the proper safeguarding of the City's interests.

The procedure in this subsection shall not be utilized unless accepted by Council. The final plat shall not be deemed submitted for final approval of the Planning Commission, nor shall it be so approved by the Planning Commission, until the petition is accepted by Council. (Ord. 35-1984. Passed 6-14-84.)

1113.03 APPROVAL.

The City Engineer shall distribute copies of the final drawings to such officials as may be involved, for report thereon. When the City Engineer is satisfied that the final plat documents are completed he shall submit such documents to the Planning Commission with the reports and his recommendations thereon. The Planning Commission either approves, disapproves or may withhold formal action thereon within such further time as the applying party may agree to. The Planning Commission's approval shall be indicated by notation on the tracing of the final plat. If disapproved, the ground for disapproval of the final plat of subdivision shall be stated on the record of the Planning Commission, including reference to the regulation or regulations violated by the plat. (Ord. 46-1962. Passed 8-17-62.)

1113.04 TIME LIMIT.

Approval of the Planning Commission required by this chapter, or the refusal to approve, shall take place within thirty days after the submission of the final plat by the City Engineer to the Planning Commission for approval, or within such further time as the applying party may agree to; otherwise such plat is deemed approved, and the certificate of the Planning Commission, as to the date of the submission of the plat for approval and the failure to take action thereon within such time, shall be issued on demand and shall be sufficient in lieu of endorsement or other evidence of approval required by these Regulations. The ground of refusal or approval of any plat submitted, including citation of or reference to the rule or regulations violated by the plat, shall be stated upon the records of the Planning Commission. (Ord. 46-1962. Passed 8-17-62.)

1113.05 APPROVAL NOT AN ACCEPTANCE OF DEDICATION.

Approval of a plat by the Planning Commission shall not be an acceptance by the public of the dedication of any street, highway or other way or open space upon the plat. (Ord. 46-1962. Passed 8-17-62.)

1113.06 ACCEPTANCE OF STREETS.

The City Engineer shall not approve a plat constituting an acceptance of a street for public use by the City as provided in Ohio R.C. 711.091 until such time as Council has enacted an ordinance accepting such street or streets for public use by the City. (Ord. 46-1962. Passed 8-17-62.)

1113.07 RECORDING OF PLAT.

(a) The final plat of the subdivision, when approved by the Planning Commission, shall have such approval endorsed thereon, whereupon such tracing shall be retained by the City until it is delivered to the County Recorder for record. One photolitho-print or other acceptable reproduction of the recorded plat shall be obtained for the record file of the City Engineer.

(b) All fees required in connection with the recording or reproduction of such plat shall be paid by the subdivider.
(Ord. 46-1962. Passed 8-17-62.)

1113.08 FORM AND SIZE.

The final plat of the subdivision shall be clearly and legibly drawn in India ink on tracing cloth or other acceptable material. The size shall be eighteen by twenty-four inches and the scale shall be one inch equals fifty feet or one inch equals one hundred feet unless otherwise specified by the City Engineer.

(Ord. 46-1962. Passed 8-17-62.)

1113.09 MAP CONTENTS.

The final plat shall contain the following information:

- (a) Name of the subdivision, location by City, village, township, section, original lot, County, State, scale, date and north point.
- (b) Tract and plat boundary lines, with length of courses to 1/100 foot and bearings to minutes. When required by the City Engineer all calculations and field notes shall be submitted for review.
- (c) Bearings and distances to the nearest established street lines, section corners or other recognized permanent monuments.
- (d) City, village, township, County, original lot or section lines accurately tied to the lines of the subdivision by distances and bearings.
- (e) Names and right-of-way width of each street.
- (f) Length of all arcs, chords and chord bearings, radii, internal angles, tangents, points of curvature and tangent bearings.
- (g) All easements for rights-of-way provided for public services or utilities, and any limitations of such easements.
- (h) All easements of access or open spaces established for common use of the occupants or owners, within the plat.
- (i) Accurate outlines of any areas to be dedicated or temporarily reserved for public use with the purpose indicated thereon.
- (j) Precise location and description of all monuments.
- (k) All lot numbers and lines to identify each in-lot or site. All in-lots, out-lots or fractional-lots within such plat; with precise property dimensions in feet and hundredths, and with bearings or angles to street and alley or crosswalk way lines. All in-lots or sites shall be numbered consecutively starting with the number one or with the next larger number in case of an addition to an already recorded plat by the same owner. In case of replats or the vacation of a plat, the developer shall consult with and follow the instructions of the County Recorder or Auditor as may be involved.
- (l) Minimum or intended building setback lines on all sublots or sites.
- (m) Protective covenants shall normally be shown on the plat or they may be recorded as a part thereof in the form of a separate instrument provided appropriate reference thereto is plainly shown on the plat.
- (n) Certification by a registered surveyor to the effect that the plat represents a correct survey made by him and that all the monuments shown thereon actually exist and that their location, size and material are as shown.
- (o) A notarized certification by the owner or owners, of his or their adoption of the plat, and dedication of streets and/or other areas as public open spaces.
- (p) Space for statement of approval by the Planning Commission.
- (q) All of the above required signatures shall be written with India ink.

(Ord. 46-1962. Passed 8-17-62.)

(e) Street Jogs. Street jogs shall be avoided whenever possible. However, where permitted, those over ten feet shall be at least 125 feet apart as measured along the center line off-sets.

(f) Half Streets. Half streets shall be prohibited. In case a half street is adjacent to a tract to be subdivided, the other half of the street shall be platted within such tract.

(g) Topographical and Cultural Features. In sloping terrain, streets shall generally run parallel to the contour of the land or preferably cross at a slight angle therewith. The general objectives are to avoid steep street grades; heavy concentrations of storm surface runoff; abnormal differential in building elevations at opposite sides of the street; and excessive grading operations. Appropriate treatment shall be given to encourage the preservation of existing views, wooded areas, creeks and other attractive natural features of the plat.

(h) Alleys. Alleys in residential developments shall generally be prohibited. Service driveways will be required in commercial and industrial developments, except where other provisions for suitable access and off-street loading and unloading is assured.

(i) Portion of Tract. Where the plat to be submitted includes only a part of the tract owned by the subdivider, the Planning Commission may require topography and a sketch layout of the future street system on the unsubdivided portion.

(j) Dead-end Streets. Dead-end streets, designed to be so permanently, shall be prohibited. In case where a street over 150 feet in length is to be temporarily stub-ended, an interim turnaround will be required. A notation shall be placed on the final recorded plat that such temporary or interim turn-around area shall automatically be vacated upon authorized extension and construction of the street. The terminal end shall be extended to the boundary lines of the subdivision.

(Ord. 46-1962. Passed 8-17-62.)

(k) Cul-de-sac Streets.

(1) Serving industrial or business developments. The length of a cul-de-sac street shall normally not be greater than 1500 feet, as measured from its intersection with another street to the start of the circular turnaround area. Longer cul-de-sac streets will be considered on an individual basis by the Planning Commission if emergency access is provided to another street.

(2) Serving residential developments. The length of a cul-de-sac shall normally not be greater than 600 feet as measured from the intersection with another street to the start of the circular turnaround area. Longer cul-de-sac streets will be considered on an individual basis by the Planning Commission. If the length exceeds 1500 feet, an emergency access may be required to another street. (Ord. 3-1990. Passed 1-11-90.)

(l) Relation to Major Streets. Where a subdivision abuts or contains an existing or proposed arterial street, involving heavy volumes of high speed vehicular traffic, the Planning Commission may require marginal collector streets, a non-access reservation along the real property line, and other treatment as may be necessary for adequate protection of the proposed industrial, commercial or residential development to assure separation of through and local traffic. Before requiring any marginal streets or reverse frontage arrangements the Planning Commission shall take into account and decide upon the physical location of the major public utility lines as they relate to the existing and potential development along both sides of the highway.

(m) Development Along Railroads. Industrial, commercial or residential building sites along railroads should normally have extra lot depth to permit deep setbacks for such building development and uses. The streets or roads serving such development shall be so located as not to interfere with the possible future construction of grade crossing or grade separation facilities along adjacent major traffic routes.

(n) Public Sites and Open Spaces.

- (1) Where a proposed park, playground, school or other public use shown in the General Plan is located in whole or in part in a subdivision, the Planning Commission may require the dedication or reservation of such area within the subdivision in which the Planning Commission deems such requirement to be reasonable. If not dedicated, such lands may be thus reserved for acquisition by the City or Board of Education of the Local School District within a period of two years by purchase or other means.
- (2) Where held appropriate by the Planning Commission, open spaces constituting a reasonable proportion of the gross acreage of the subdivision, not less than ten percent (10%), suitably located and of adequate size for parks, playgrounds, schools, or other public purposes for local or neighborhood uses, shall be provided for in the proposed subdivision. Such land shall be left in condition acceptable to the Planning Commission. (Ord. 46-1962. Passed 8-17-62.)

1117.02 DIMENSIONAL STANDARDS.

(a) Typical Street Standards. The Planning Commission will determine the required minimum dimensional standards of all rights-of-way, pavements, sidewalks, and other public improvements but shall consider the advice and recommendations of the City Engineer in doing so. The typical street requirements shall be as follows:

(1) Major thoroughfare.

- A. The right-of-way width shall be as provided in these Subdivision Regulations. As the geometrical design, pavement and right-of-way widths may vary considerably over that of a typical minor street, the Planning Commission shall decide upon the pavement width and the portion of the major street construction that shall be done by the developer. In doing so, the Planning Commission shall take into account the location, extent and character of the proposed development;

the probable number of anticipated employees; the degree to which the proposed lots or land use is to be serviced from or otherwise has access on the major streets; and the extent of vehicular traffic that may be generated upon such major thoroughfare or thoroughfares. The Planning Commission, in determining the amount of participation that shall be made by the subdivider shall also take into account the cost and participation involved in the trunk sewers and possible extra cost in length of service connections, driveway aprons, etc.

B. One hundred-foot right-of-way; thirty-seven foot pavement including curb and gutter; five foot sidewalks at property line.

- (2) Collector streets within residential development. Sixty foot right-of-way including deadend segments; twenty-seven foot pavement, including curb and gutter; five foot sidewalks at property line. The Planning Commission may authorize the extension of already established or dedicated streets having a fifty foot right-of-way width.
- (3) Minor streets. Fifty foot right-of-way; twenty-seven foot pavement including curb and gutter; four foot sidewalks at property line.
(Ord. 46-1962. Passed 8-17-62.)
- (4) Cul-de-sac streets.
 - A. Serving Business or Industrial Developments. A sixty foot right of way; twenty-seven foot pavement including curb and gutter. The permanently closed end shall be provided with a turnaround having an outside roadway radius of fifty feet, and a street property line radius of at least sixty feet.
 - B. Serving Residential Developments. A fifty foot right of way; twenty-seven foot pavement including curb and gutter; four foot sidewalks at the property line. The permanently closed end may be required with a turnaround having an inside roadway radius of twenty-one feet, and shall have an outside roadway radius of forty-three feet, and a street property line radius of fifty-five feet.
(Ord. 3-1990. Passed 1-11-90.)
- (5) Marginal collector streets abutting a major thoroughfare. Forty foot right-of-way; twenty foot pavement with curb and gutter on development side; one five foot sidewalk.
- (6) Alleys. Twenty-four foot right-of-way; twenty foot pavement with four foot space for utilities.
- (7) Crosswalks. Twenty-five foot right-of-way; at least five foot paved walkway along centerline.
- (8) Easements. Easements across lots or centered on rear or side lot lines shall be provided for utilities where necessary and shall be at least ten feet wide. Easements shall also be provided for water courses, channels, or streams and shall be adequate for the purpose.

(b) Grades. Minimum grades on any street shall be one-half of one percent (.5%) at gutters for purposes of drainage and not more than six percent (6%) for major thoroughfares nor eight percent (8%) for minor streets where feasible. Streets shorter than 600 feet shall be not more than twelve percent (12%).

(c) Street Alignment.

- (1) Vertical. The profile grades for major streets shall be connected by vertical curves of a minimum length equivalent to at least forty times the algebraic difference between the rates of grade, expressed in feet per hundred for secondary and minor streets, at least twenty times.
- (2) Minimum horizontal-radii of center line curvature.

<u>Street</u>	<u>Degrees</u>	<u>Feet</u>
Major	12	475
Secondary	19	300
Minor	28	200
Cul-de-sac	58	100

A tangent at least 100 feet long shall be introduced between reverse curves on major or collector streets and at least fifty feet on minor streets.

- (3) Visibility. Minimum vertical visibility, measured four and one-half feet eye level to eighteen inches tail light, shall be:
 - A. 500 feet on main thoroughfares;
 - B. 300 feet on secondary thoroughfares;
 - C. 200 feet on minor streets; and
 - D. 100 feet on streets shorter than 600 feet.

Minimum horizontal visibility shall be:

- A. 300 feet on main thoroughfares;
- B. 200 feet on secondary thoroughfares; and
- C. 100 feet on all other streets, as measured on such center lines.

(d) Intersections. Property lines at street intersections shall be rounded with a radius of at least thirteen feet and curbs or edges of street pavements shall be rounded by radii of at least twenty-five feet for residential, and fifty-two feet for industrial or major street intersections. (Ord. 46-1962. Passed 8-17-62.)

1117.03 BLOCKS AND LOTS.

(a) Blocks.

- (1) Block lengths should usually not exceed 1600 to 1800 feet, or be less than 600 feet. Pedestrian crosswalks may be required under certain conditions, but should be avoided through proper block length and street arrangement whenever possible.
- (2) The width of a block shall normally be sufficient to allow two tiers of lots, or to provide building sites suitable to the special needs of the type of use contemplated.
- (3) The depth and width of properties laid out or reserved for commercial and industrial purposes shall be adequate to provide for the off-street parking and service facilities required by the type of use and development contemplated. The permanent reservation of suitable buffer and easement areas may be required, where deemed essential. Such areas shall normally be made a part of abutting lots or building sites.

(b) Lots.

- (1) Size, shape and orientation. The lot size, width, depth, shape and orientation, shall be appropriate for the location of the subdivision and type of development and use contemplated. A length and width ratio of approximately two to one is considered desirable. Lot depth in relation to width shall normally not exceed a ratio of three to one.
- (2) Lot dimensions. Lots shall conform in size to at least the minimum area and width requirements specified in the Zoning Ordinance of the particular Use District in which located. Business and industrial sites should be sufficient in width and depth to allow for proper vehicular access and appropriate parking area and spacing.
- (3) Corner lots. Corner lots for residential use shall normally be platted wider than interior lots to permit appropriate building setback from and orientation to both streets.
- (4) Side lot lines. Side lot lines shall normally be at right angles to the street or radial to curved streets, except when natural or cultural features suggest other suitable and appropriate locations.
- (5) Double frontage lots. Double frontage lots shall be avoided except where essential to provide separation of residential development from major arteries or specific disadvantages of topography.
- (6) Building setback line.
 - A. Building setback lines shall conform to the requirements specified in the Zoning Ordinance for the Use District in which located.
 - B. The established setback for detached accessory buildings at the rear or a corner lot shall not be closer to the street than the existing or established setback line for the main building on the adjoining butt lot, unless otherwise set forth in these Regulations.
- (7) Access to streets. Every lot shall abut on a public street.
(Ord. 46-1962. Passed 8-17-62.)

CHAPTER 1121
Required Improvements

1121.01	Compliance required.	1121.07	Water supply.
1121.02	Street requirements.	1121.08	Survey monuments.
1121.03	Sidewalks.	1121.09	Street signs.
1121.04	Seeding and protecting.	1121.10	Electric lines and street lighting; telephone lines.
1121.05	Storm drainage.	1121.11	Street tree requirements.
1121.06	Sewage disposal.		

CROSS REFERENCES

Street and sidewalk areas - see Title One - Streets, Utilities and
Public Services Code

1121.01 COMPLIANCE REQUIRED.

Unless the developer shall have petitioned Council for the construction of improvements and the levying of special assessments to pay costs thereof and Council shall have accepted the petition, or unless otherwise expressly indicated, each developer shall comply with the requirements herein. The developer, through his engineer, shall prepare and furnish all plans, specifications, cost estimates, and other essential documents necessary for the construction and installation of the required improvements as set forth in the Subdivision Regulations. Further, the subdivider shall agree at his own cost and expense to do all the work, furnish all the materials and labor necessary to construct and complete the required improvements in a good and substantial manner to the satisfaction of the City Engineer. (Ord. 35-1984. Passed 6-14-84.)

- (a) Minimum Required Improvements. The minimum which the subdivider will be required to make or enter into agreement to make in a subdivision prior to the approval of the final plat by the Planning Commission, shall include grading, paving, constructing concrete curb and/or curb and gutter, constructing storm and sanitary sewers and water lines where necessary, constructing sewer laterals and water services where necessary, constructing sidewalks and driveway approaches where necessary, and all other appurtenances incidental thereto, and street trees as required herein. All of these improvements shall be carried out in full compliance with the specifications for each of the various units of work as required by the proper authority, according to the nature of the improvement. No final grading or sidewalk or pavement construction or installation of utilities shall be permitted in the bed of any proposed street, until the street grade has been officially established and the preliminary plat approved by the Planning Commission. Nothing in these Regulations shall be construed to prohibit the subdivider from constructing higher type of improvements than required by the City. (Ord. 24-1987. Passed 5-14-87.)

- (b) Specifications, Supervision and Inspection. The specifications of the City shall in all respect govern all construction work. The work shall be done under City supervision and inspection. It shall be completed within the time fixed or agreed upon in the Construction Agreement.
- (c) Inspection Costs. The cost of City inspection shall be paid by the subdivider, and an amount of money estimated by the City Engineer for such purpose shall be deposited in advance with the Finance Director or otherwise provided for in the Construction Agreement and bond requirements hereinbefore mentioned. The required fee shall normally be not less than two percent (2%) and nor more than four percent (4%) of the total estimated cost of the required improvements.
- (d) Recommendation and Approval. The City Engineer shall recommend to the Planning Commission that such plat, be approved whenever the required improvements are properly made or otherwise secured, and if it otherwise conforms to these Regulations. (Ord. 35-1984. Passed 6-14-84.)

1121.02 STREET REQUIREMENTS.

- (a) Conformity. Streets and sidewalks shall be constructed so as to serve the entire subdivision and such installation shall conform to the provisions of the General Plan and in accordance with applicable standard specifications of the City.
- (b) Widening, Improving, Etc. In the case where widening, improving or abandoning of existing streets is deemed necessary by the City, the subdivider shall perform such work as is necessitated at his own expense, unless the subdivider complies with Section 1113.02(b).

(c) Minimum Road Construction Requirements for Major Thoroughfare. The pavement shall be a minimum of thirty-seven feet in width measured back to back of concrete curbs. The following is a minimum design based on a soil subgrade of Type A-6a having a group index of 9. Any soils testing with a less bearing capacity of that indicated will require an increase in the structural design of the pavement.

- (1) Subbase compacted as per ODOT No. 203.
- (2) Granular Base: Three inches of No. 703.08.
- (3) Asphaltic Base: Nine and one-half inches of No. 301.
- (4) Wearing Surfaces:
 - one and one-fourth inches of No. 402.
 - one and one-fourth inches of No. 404.
- (5) Concrete Curb: Two feet wide; twelve inches thick:
Type "C" Concrete
- (6) Curb Drains: Four inch diameter.
As detailed on standard drawings.

(d) Minimum Road Construction Requirements for Collector Streets and Minor Streets. The pavement width for collector streets and minor streets shall be twenty-seven feet measured back to back of concrete curbs. The following is a minimum design based on a soil subgrade of Type A-6a having a group index of 9. Any soils testing with a less bearing capacity of that indicated will require an increase in the structural design of the pavement.

Minimum: (ODOT Specifications)

- (1) Subbase compacted as per ODOT No. 203
- (2) Granular Base: Three inches of No. 703.08
- (3) Asphaltic Base: Seven inches of No. 301
- (4) Wearing Surfaces:
 - One inch of No. 402
 - One inch of No. 404
- (5) Concrete Curb: Two feet wide; nine inches thick
Type "C" Concrete
- (6) Curb Drains: Four inch diameter
As detailed on standard drawings.

(Ord. 35-1984. Passed 6-14-84.)

1121.03 SIDEWALKS.

The Planning Commission may require that sidewalks be constructed on one or both sides of streets irrespective of the width of lot, where they be essential to pedestrian movement and safety.

- (a) All sidewalks in front of the house shall four feet wide and be constructed of a minimum of four-inch thick Portland Cement Concrete meeting the requirements of the Ohio Department of Transportation Specifications (herein referred to as O.D.O. T. Spec.) 608. Crack controls shall be at fifteen foot intervals and score marks shall be at five foot intervals. Where the driveway crosses the walk, it shall be a minimum of six inches thick. Subbase shall be a minimum of one inch thick granular material.
- (b) On site sidewalks shall be a minimum of four inches thick and thirty inches wide and otherwise conform to the material and workmanship requirements listed in subsection (a) hereof. On corner lots, sidewalks shall be provided along both street frontages and at the corner shall be extended to the street with a sloped section. (Ord. 33-1981. Passed 5-14-82.)

1121.04 SEEDING AND PROTECTING.

Berms, ditches and slopes resulting from the opening, widening or extension of any street grading or improvement operations shall be protected against soil erosion by seeding or other protective methods.

(Ord. 46-1962. Passed 8-17-62.)

1121.05 STORM DRAINAGE.

(a) Storm drainage, including drain tile around basements, shall not be permitted to empty into any sanitary sewer. Unless the subdivider complies with Section 1113.02(b), the following shall be required: Where a public storm water sewer is reasonably accessible, as determined by the Planning Commission, the subdivider shall connect with such storm drainage outfall system and shall do such grading and provide such drainage structures, including lateral connections, as may be required by the City Engineer. Where a public storm water system is not reasonably accessible as determined by the Commission, but where the plans for the storm water drainage system of the district in which the subdivision is located have been prepared and officially approved, the subdivider shall install drainage facilities as may be required by the City Engineer in conformity with such official plans.

(b) If the subdivision is in an area where a public storm water system is not available, a storm water system shall be so constructed so as to serve the entire subdivision, and such installation will conform to the applicable provisions of the Master Plan when the same is adopted, or until such time as a Master Plan is adopted, according to specifications adopted by Council.

(c) Each lot shall have access to one or more curb connection which shall discharge into a common closed conduit which is to be located in the right of way of streets, alleys or easements. In no case shall the Planning Commission approve a storm drainage system which involves swales, roadside ditches, etc., as a means of conveying surface drainage from the site.

(d) Unless the subdivider complies with Section 1113.02(b), the following shall be required: When in the opinion of the City Engineer, the natural water course receiving storm sewer discharge is not adequate, the subdivider shall, at his own expense, undertake to give such natural water course the directional and velocity control as may be deemed necessary even though such work lies outside the boundaries of his subdivision. It shall be the responsibility of the subdivider to acquire such permission as is necessary to construct drainage structures, ditches, etc. outside of the boundaries of his subdivision. (Ord. 35-1984. Passed 6-14-84.)

1121.06 SEWAGE DISPOSAL.

(a) Sanitary Sewers. If a subdivision can be reasonably served by the extension of an existing public sanitary sewer, as determined by the Planning Commission, and unless the developer complies with Section 1113.02 (b), the developer shall provide a system of sanitary sewer mains and shall provide lateral connections for each lot or potential building site. Where the subdivision is located within a sanitary sewer district but a public sanitary sewer is not immediately or reasonably accessible:

- (1) The Planning Commission may, after obtaining and considering reports from the local or State Board of Health agencies as involved, refuse to permit the area to be developed if the proposed use is deemed detrimental to the health and general welfare of the surrounding community; or

- (2) The Planning Commission may approve the subdivision plat provided the sanitary sewer mains and lateral connections are installed and appropriate provisions and arrangements can be made for the construction, operation and maintenance of an interim group sewage disposal facility pending permanent connection to the public sanitary system. Group sewage disposal systems shall meet requirements of the State Department of Health as cited in Ohio R.C. 6111.44 to 6111.46. Group sewage disposal facilities may be accepted for maintenance and operation by the City Council, provided:
- A. The ownership is vested in the City;
 - B. The facility has been constructed according to specifications;
 - C. It has been approved by the City Engineer; and, or in the alternative
 - D. The Sanitary Engineer of Summit County with the approval of Council, determines to accept and maintain the group sewage disposal facilities.

(b) Individual Septic Tank Facilities. The installation of septic tanks shall not be permitted on residential sites of less than two acres in area. In the event the installation of individual disposal systems shall be considered, the suitability of the soil characteristics, surface, drainage, topography and potential density or character of development, shall be the criteria for determining whether or not the installation of individual septic tank disposal systems are feasible. It shall be the responsibility of the developer to furnish the topographical map and other information and data; to obtain or perform all tests in accordance with the requirements of the local or State Board of Health. The septic tank and disposal field shall conform to the requirements of the Summit County General Health District.

- (1) All sanitary sewage shall be emptied into the septic tank and no tile field shall empty in any manner into open ditches, roadside ditches, lakes, streams or any other body of water; nor shall the effluent be permitted to seep to the surface of the ground.
- (2) In the event the Planning Commission approves the installation of individual septic tank facilities as provided herein, sanitary sewer mains and lateral connections must be installed for future use. The sewage system shall be complete, with manholes, suitably plugged curb connections and otherwise protected as directed by the Engineer.

(Ord. 35-1984. Passed 6-14-84.)

1121.07 WATER SUPPLY.

(a) Public Water Supply. Where public water supply is within a reasonable distance, as determined by the Planning Commission, the developer, unless he complies with Section 1113.02(b), shall construct a system of water mains and hydrants and connect with such public water supply and provide a connection for each lot or potential building site. Where public water supply is not available, the developer shall provide for individual wells for each lot in the subdivision.

- (1) Test wells. At least one test well shall be made in the area being platted for each 100 lots or for each twenty-five acres of area, whichever is the smaller. In cases where copies of the logs of existing wells located within the area being platted are available, this may be submitted in lieu of making test wells. Test wells shall be at least twenty-five feet in depth and shall produce safe potable drinking water at a rate of not less than five gallons per minute.
- (2) Well log. A copy of the well log which will include the name and address of the well driller, shall be submitted with the preliminary documents to the City Engineer.

(b) Location and Construction of Individual Private Wells. Generally individual private wells shall be located at least twenty-five feet from property lines; thirty feet from all septic tanks; approximately 100 feet from all tile disposal facilities; ten feet from all cast iron sewer lines; thirty feet from any vitrified sewer tile lines; and shall not be located within any flood plain, and in conformity with the Summit County General Health District regulations relating thereto.

- (1) As a precaution against seepage, a watertight seal shall be provided around the pump mounting.
- (2) All abandoned wells shall be sealed in a manner that will render them water-tight.
- (3) In all cases where it has been determined that individual water supplies from private wells are not feasible, a public water distribution system will be required.

(c) Public Water Distribution Systems. Public wells and other public water distribution systems shall meet the requirements of the State Department of Health as cited in Ohio R.C. 6111.44 to 6111.46. (Ord. 35-1984. Passed 6-14-84.)

1121.08 SURVEY MONUMENTS.

A complete survey shall be made by a registered surveyor. The traverse of the exterior boundaries of the tract and of each block, when computed from field measurements on the ground, shall close within a limit of error of one foot to 10,000 of the perimeter before balancing the survey.

- (a) The corners of each lot shall be marked with iron rods minimum three-fourths inches in diameter by two feet minimum in length or as specified by the City Engineer.
- (b) Monuments shall be placed at all block corners; angle points; points of corners; intersections and at intermediate points along streets as required by the City Engineer. The monuments shall be of such material, size and length as may be approved or specified by the City Engineer.

(Ord. 46-1962. Passed 8-17-62.)

1121.09 STREET SIGNS.

Unless otherwise provided in a petition described in Section 1113.02(b) that has been accepted by Council, the developer shall place on deposit or arrange as part of the bond agreement, sufficient funds to cover the cost of purchase, delivery and installation of all required street name signs. Such signs shall conform to the standards adopted by the Planning Commission. (Ord. 35-1984. Passed 6-14-84.)

1121.10 ELECTRIC LINES AND STREET LIGHTING; TELEPHONE LINES.

(a) The preliminary plan with respect to any new subdivision shall be submitted to all utility companies serving the subdivision as well as the City Engineer for their recommendations with respect to easements for electric and telephone lines.

(b) Utility easements at least five feet in width for underground telephone and electric power and street lighting distribution lines and facilities shall be provided on all front lot lines and along certain side lot lines where necessary.

(c) Prior to the Planning Commission's granting final approval, unless the subdivider complies with Section 1113.02(b), the subdivider shall have installed or shall have furnished adequate bond for the ultimate installation in accordance with the requirements of the Subdivision Regulations of the following:

- (1) Underground telephone cables.
- (2) Underground distribution cables for power and street lighting.
- (3) Street light lamps and standards in accordance with a design approved by Council.

(d) The construction of all underground facilities shall meet the minimum requirements of the Public Utilities Commission or any code adopted by such Commission and be in accordance with applicable standard specifications of the City.
(Ord. 35-1984. Passed 6-14-84.)

1121.11 STREET TREE REQUIREMENTS.

The developer of a residential subdivision shall pay a fee to the City, to be used by the City for the installation of trees in the tree lawn portion of the public right of way. The City shall furnish and install, at least one tree for every forty feet of tree lawn but no less than two trees per lot. The caliper of tree shall not be less than two inches nominally. The amount of the fee shall be established in the rate schedule set forth in Section 1137.06. The fee shall be collected by the Chief Building Inspector upon the subdivision's final plat approval.
(Ord. 66-1992. Passed 10-22-92.)

CHAPTER 1125
Special Development Provisions

1125.01	Fee simple title.	1125.08	Building permits.
1125.02	Dedication for public use.	1125.09	Reserve strips-stub-end streets or thoroughfares.
1125.03	Miscellaneous plat approval.	1125.10	Modifications and exceptions.
1125.04	Vacation of plats, or parts thereof.	1125.11	Dedication of improvements.
1125.05	Vacation of street, alley or open areas.		
1125.06	Land subject to inundation.		
1125.07	Responsibility of public agencies to provide service.		

CROSS REFERENCES

Unlawful transfer of lots - see Ohio R.C. 711.13, 711.15
 Planning authority approval without plat - see Ohio R.C. 711.131
 Vacating plats - see Ohio R.C. 711.17 et seq., 711.39

1125.01 FEE SIMPLE TITLE.

Approval of a plat by the Planning Commission, shall be sufficient conveyance to vest a fee simple title of all streets, commons, parks or other parcels of land as herein offered for public use, in the City, for the uses and purposes named, expressed or intended. (Ord. 46-1962. Passed 8-17-62.)

1125.02 DEDICATION FOR PUBLIC USE.

(a) Approval of a plat by the Planning Commission shall not be construed as an acceptance or an establishment by the public of the dedication of any street, highway, way or open space shown upon the plat for public use.

(b) The acceptance or establishment of such streets or open spaces for public use rest with Council. It shall not be competent for the City Engineer to place his endorsement on a plat so as to constitute an acceptance of a street for public use by the City as provided in Ohio R.C. 711.091 until such time as Council has enacted an ordinance accepting such street or streets for use by the City. (Ord. 46-1962. Passed 8-17-62.)

1125.03 MISCELLANEOUS PLAT APPROVAL.

Notwithstanding the provisions of these Regulations, a proposed division of a parcel of land along an existing public street, not involving the opening, widening or extension of any street or road, and involving no more than five lots after the original tract has been completely subdivided, may be submitted to the Planning Commission without plat. The Commission acting through its Chairman may approve the proposed conveyance if they are satisfied that such division is not contrary to any applicable platting, subdividing or zoning regulations, which shall include the Major Street Plan; or any rule or regulation which the Planning Commission may have adopted for the processing of such divisions or the conduct of its business. The applicant shall submit a sketch plat or plat map showing the division of such land in graphic dimensional form. This map shall be certified by a registered surveyor as to its correctness and shall contain information as is pertinent to its determination hereunder. When the Commission is satisfied that the information submitted is sufficient for its determination, it shall decide upon such plat. Evidence of approval by the Planning Commission will be indicated by a stamp or statement reading, "Approved by the Planning Commission, City of Macedonia, Ohio - No Plat Required". The plat of the division which has been thus stamped, dated and signed by the Chairman of the Planning Commission shall constitute approval under this section. If such conveyance is not submitted for recording in the office of the County Recorder within thirty days of such approval, the approval as provided for herein shall be null and void. (Ord. 46-1962. Passed 8-17-62.)

1125.04 VACATION OF PLATS, OR PARTS THEREOF.

In the case of vacation of a plat or parts thereof, as previously recorded in the office of the Recorder of Summit County, Ohio, the same general procedure, rules and regulations shall apply as for a new plat. The title of the vacation shall indicate just what is being vacated and the final map shall include enough of the surrounding plat or plats to show its relation to adjoining areas. (Ord. 46-1962. Passed 8-17-62.)

1125.05 VACATION OF STREET, ALLEY OR OPEN AREAS.

In case of a street, alley or the vacation of a commons or other open grounds, such vacations shall be submitted to the Planning Commission for review and recommendation thereon prior to consideration by Council. (Ord. 46-1962. Passed 8-17-62.)

1125.06 LAND SUBJECT TO INUNDATION.

Land subject to inundation or flood hazards by storm water or any swamp or marsh lands shall not be platted for residential occupancy nor for such other uses including streets, wells or septic systems as may increase danger to health, life or property or aggravate the flood hazard. Such land within the plat should be withheld or otherwise set aside for such uses as will not be endangered by periodic or occasional inundation. (Ord. 46-1962. Passed 8-17-62.)

1125.07 RESPONSIBILITY OF PUBLIC AGENCIES TO PROVIDE SERVICE.

If the City Engineer or Summit County General Health District finds upon inspection that any of the improvements being installed and constructed, or upon completion are not in accordance with the plans, specifications or plat in the form in which they were approved, the responsibility of the City and/or County to provide services and utilities shall cease. (Ord. 46-1962. Passed 8-17-62.)

1125.08 BUILDING PERMITS.

When the improvements within a proposed public street or within an existing public street do not conform to the standards and specification as adopted by the City for the construction of public street, curb, gutters, sidewalks, street lights, water mains, storm sewers, sanitary sewers and other utility mains, piping and other facilities; the City Engineer may require complete or partial installation of such improvements and may make such installation a condition precedent to the sale or lease of lots in such subdivision or the issuance of a building permit for the improvements of such lot or lots thereon and further may require in lieu of actual construction a performance bond or other guarantee of security for the purpose of assuring the installation of such improvements deemed necessary or appropriate in the public interest. (Ord. 46-1962. Passed 8-17-62.)

1125.09 RESERVE STRIPS-STUB-END STREETS OR THOROUGHFARES.

Reserve strips controlling access to streets, abutting land, water plants or sewage treatment plants, or to other land dedicated or to be dedicated to public use shall be prohibited except where their control is definitely placed in the City under conditions approved by the Planning Commission. (Ord. 46-1962. Passed 8-17-62.)

1125.10 MODIFICATIONS AND EXCEPTIONS.

Where the Planning Commission finds in any particular or specific case, due to unusual topography or other exceptional conditions not common to other areas similarly situated, that extraordinary or undue hardships may result from strict compliance with any requirement of these Regulations it may relax such requirement to the extent deemed just and proper, so as to relieve such difficulty or hardship; provided that such relief will not have the effect of nullifying or impairing the intent and purpose of these Regulations, the Major Thoroughfare Plan, the Zoning Ordinance or jeopardize the safety or health of the community. Modifications thus granted, with the reasons therefor, shall be entered in the minutes of the Planning Commission.

- (a) Large Scale Developments. The general principles of design and the minimum requirements for the laying out of subdivisions may be varied by the Planning Commission in the case of a subdivision large enough to constitute a more or less self-contained neighborhood to be developed in accordance with a comprehensive plan safeguarded by appropriate restrictions, which, in the judgment of the Planning Commission, makes adequate provision for all essential community requirements; provided, however, that no modification shall be granted by the Planning Commission which would conflict with the proposals of the Major Thoroughfare Plan or with the intent and purpose of the general principles of design and minimum requirements.

(b) Conditions of Modification or Exceptions.

- (1) Subject to the approval of a majority of the members of Council, the Planning Commission may grant variances and modifications as provided in this section. In granting such variances and modifications, the Planning Commission may require such conditions as will, in its independent judgment, secure substantially the objectives of the standards or requirements so varied or modified.
- (2) Before deciding upon any such modifications or exceptions, the Planning Commission may give notice to abutting property owners or other persons substantially interested in the proposed change; or it may hold a public hearing thereon. (Ord. 46-1962. Passed 8-17-62.)

1125.11 DEDICATION OF IMPROVEMENTS.

The subdivider shall dedicate to public use, without compensation, all storm and sanitary sewers, water systems, streets, sidewalks, street lighting and facilities and appurtenances thereto. (Ord. 46-1962. Passed 8-17-62.)

CHAPTER 1127
Open Space Requirements

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|---|---|
| 1127.01 Purpose. | 1127.04 Joining of open space areas. |
| 1127.02 Requirements of open space in residential subdivisions. | 1127.05 Land must be appropriate and desirable. |
| 1127.03 Dedication of parcels removed from the subdivision. | 1127.06 Money in lieu of land. |

CROSS REFERENCES

Special development provisions - see P. & Z. Ch.1125

1127.01 PURPOSE.

(a) Modern planning techniques require that areas of land be left open for more flexible recreational use by all inhabitants of the community, particularly those who are to reside in particular areas of new subdivisions and funds must be available to equip, maintain and operate Municipal recreational areas.

(b) The preservation of a reasonable amount of land for openspaces for the use of citizens living or to reside around the same, and the construction and operation of recreational facilities, promotes the health, safety, convenience, comfort, prosperity and welfare of the community and the citizens thereof.

(Ord. 53-1977. Passed 8-11-77.)

1127.02 REQUIREMENTS OF OPEN SPACE IN RESIDENTIAL SUBDIVISIONS.

No new residential subdivision plan shall be approved by the Planning Commission unless at least ten percent (10%) of the land area shown thereon is reserved for open space and the subdivider provides, at the time the plat is filed with the Planning Commission, a satisfactory plan for the dedication of such open space to the City for Municipal recreational purposes, or if desired by the Planning Commission, the developer and the members of the Board of Education of the Nordonia Hills School District, a satisfactory plan is provided for the dedication of such land to the Nordonia Hills School District for school purposes. (Ord. 53-1977. Passed 8-11-77.)

1127.03 DEDICATION OF PARCELS REMOVED FROM THE SUBDIVISION.

(a) In the event that it is determined by the Planning Commission to be inappropriate for the subdivider to dedicate any of the land shown on a subdivision plat or general development plan to the public for the uses and purposes provided for in this chapter, the Planning Commission shall:

- (1) Require the subdivider to dedicate a separate parcel of land, at least ten percent (10%) of the area of the land to be subdivided, to the public for the uses and purposes provided for in this chapter; or
- (2) Require the subdivider to provide the City with funds sufficient to purchase an appropriate parcel of land of the same area required above at an appropriate location, or provide funds in the amount of four hundred dollars (\$400.00) per subplot for use in the recreation fund to equip, operate and maintain Municipal recreation areas conveniently located to such subdivision, or within the Municipality.

(b) The Planning Commission, in its sole discretion, shall consider the following in determining whether to require alternatives to dedicating land within the subdivision or parcel for recreational purposes, and in determining which of the above alternatives shall be required:

- (1) If because of the size, shape or character of the parcel to be subdivided, and the recreational needs of the community and its general welfare, it is impractical or undesirable to dedicate ten percent (10%) of the land area of such parcel to the public use.
- (2) If the alternative plan presented by the subdivider insures the dedication to the public use, for the uses and purposes set forth in this chapter, a parcel of land at least ten percent (10%) as large as the parcel to be subdivided.
- (3) If the land to be dedicated for the public uses provided for herein, although not within the parcel to be subdivided, is appropriate for the purposes set forth herein, and is in an area of the Municipality where land is needed for the purposes set forth herein.
- (4) If in the event a cash payment is required as provided above to the recreation fund in lieu of land for recreational purposes, the Planning Commission shall approve such alternative only if adequate recreational land is already available in the community to serve such subdivision, and the welfare of the community and the citizens thereof will be better served by accepting money in lieu of land.
(Ord. 111-1988. Passed 12-8-88.)

1127.04 JOINING OF OPEN SPACE AREAS.

(a) The optimum size for parcels of land to be used for open space for the purposes provided for herein is ten acres or more.

(b) It is recommended that whenever practicable the Planning Commission require the dedication of parcels of land for the purposes set forth herein, upon the perimeter of parcels of land to be subdivided, contiguous land shall be dedicated to the public thus increasing the size of public recreational areas in order to provide fewer and larger public sites for the purposes set forth herein. Public sites in adjoining subdivisions should be located together whenever possible.

(Ord. 53-1977. Passed 8-11-77.)

1127.05 LAND MUST BE APPROPRIATE AND DESIRABLE.

The Planning Commission shall not accept for dedication for public use under the provisions of this chapter any parcel of land which does not lend itself to the uses and purposes provided herein by reason of any peculiar or unique features of the land proposed for dedication. (Ord. 53-1977. Passed 8-11-77.)

1127.06 MONEY IN LIEU OF LAND.

The developer must initiate the contribution of money to the recreation fund of the City in lieu of the dedication of recreational land. If the Planning Commission and Council approve such money contribution, the money must be deposited with the Director of Finance before the preliminary plat is approved for recording. (Ord. 53-1977. Passed 8-11-77.)

CHAPTER 1129
Enforcement and Penalty

1129.01 Standard forms for execution.	1129.04 Notice to the Architectural
1129.02 Construction agreement.	Board of Review.
1129.03 Commencement of improvements.	1129.99 Penalty.

CROSS REFERENCES

Violations of rules and regulations - see Ohio R.C. 711.102
Architectural Board of Review - see ADM.Ch. 158

1129.01 STANDARD FORMS FOR EXECUTION.

The Planning Commission shall prepare, adopt and distribute standard forms from time to time for the execution of construction agreements, posting of bonds, title insurance, inspection fees and other administrative procedures essential to the carrying out of the Subdivision Regulations; provided, however, that the following criteria is hereby adopted for performance bonds, maintenance bonds and indemnity insurance. All bonds and insurance required under this section shall be secured from companies licensed and authorized to do business in the State and shall be deposited and remain at all times with the City Clerk.

(a) Performance Bond.

- (1) One hundred percent (100%) of the City Engineer's estimate of the cost of construction of the storm and sanitary sewers, water systems, streets, sidewalks, street lighting systems and facilities and appurtenances thereto, plus
- (2) An amount, as determined by the City Engineer to cover the engineering fee commensurate with the work performed, plus
- (3) An amount, as determined by the City Engineer, to cover the inspection fee.

(b) Maintenance Bond. The maintenance bond shall be of such amount as determined by the City Engineer and for such periods for each improvement as follows:

- (1) Streets, sidewalks, and pavement and facilities appurtenant thereto: two years from date of acceptance by the City of such facilities.
- (2) Storm and sanitary sewers, water systems, street lighting systems and facilities appurtenant thereto: one year from date of acceptance of the City of such facilities and appurtenances.

- (3) Temporary Roads: in an amount determined by the Engineer and for a period as determined by the Planning Commission.
- (c) Bond to Secure Material Men and Laborers. When required by the Planning Commission, the subdivider must furnish a surety bond in a sum equal to the cost as estimated by the City Engineer for the completion of the work guaranteeing the security of material men and laborers in the amount of fifty percent (50%) of the estimated costs.
- (d) Insurance. The subdivider shall furnish such insurance as is deemed necessary by the Planning Commission which shall indemnify and save harmless the City from any and all liability arising by reason of the unimproved conditions of the streets of such subdivision which may arise or grow out of the construction or installation of such facilities when undertaken. The insurance shall be of such duration as determined by the Planning Commission, but shall in no case be allowed to expire earlier than the effective period of any maintenance bond. (Ord. 46-1962. Passed 8-17-62.)

1129.02 CONSTRUCTION AGREEMENT.

(a) To assure the construction and installation of the improvements, required by the Subdivision Regulations, and unless the subdivider utilizes the procedure in Section 1113.02(b), a subdivider shall execute a construction agreement with the City, in form and substance approved by the Law Director, providing that all such improvements shall be constructed and installed, at the subdivider's expense, in compliance with the standards and specifications for each of the various types of improvement; that such improvements shall be available to and for the benefit of the lands within such subdivision; that such improvements will be completed and installed within twenty-four months after approval of final plat; and any such further provisions that the Law Director may deem necessary in the public interest.

(b) The agreement shall further provide that if the improvements are not completed within the specified time, Council may complete the same and recover full costs and expenses thereof from the subdivider and may appropriate the deposit of cash money or negotiable bonds which the subdivider may have deposited in lieu of a surety bond for such purpose, or may use a surety bond or any necessary portion thereof to complete the same. (Ord. 46-1962. Passed 8-17-62.)

1129.03 COMMENCEMENT OF IMPROVEMENTS.

No construction of storm and sanitary sewers, water systems, streets, sidewalks, street lighting and facilities and appurtenances thereto or clearing, grubbing and grading as apply to the subdivision, shall be commenced prior to the approval of the construction agreement by Council unless the subdivider utilizes the procedure in Section 1113.02(b). (Ord. 35-1984. Passed 6-14-84.)

1129.04 NOTICE TO THE ARCHITECTURAL BOARD OF REVIEW.

To enable the Architectural Board of Review to protect property on which buildings are constructed or altered and to maintain the high character of the community development and to protect real estate within the City from impairment or destruction of value, by regulating according to architectural principles the design, use of materials, finished grade lines and orientation of all new buildings, the subdivider shall submit the preliminary plan and such other supporting data and graphic material to the Architectural Board of Review for its review and recommendations. (Ord. 46-1962. Passed 8-17-62.)

1129.99 PENALTY.

(a) Any person, firm or corporation, who offers for sale, enters into a contract of sale, sells, transfers or otherwise disposes of land before all the requirements of the Subdivision Regulations are complied with, or who neglects or refuses to comply with, or otherwise violates any provision of these Regulations, shall be guilty of a misdemeanor and on conviction thereof shall be fined not more than fifty dollars (\$50.00) for each lot or part of a lot sold, offered for sale, transferred or otherwise dealt with in violation of the provisions of these Regulations. Furthermore, each day during which such violation of any provision of these Regulations shall continue shall be deemed to constitute a separate violation.

(b) In case any person, firm or corporation violates any of the provisions of these Regulations, the Law Director, in addition to the foregoing fines and penalties and in addition to the remedies otherwise provided by law, is hereby authorized to institute an appropriate action or proceeding in law or equity to prevent such violation or to restrain, correct or abate such violation.

(Ord. 46-1962. Passed 8-17-62.)

CHAPTER 1137
Planning Commission

1137.01	Established.	1137.04	Conditional zoning certificates.
1137.02	Powers and duties.	1137.05	Site plans.
1137.03	Procedures.	1137.06	Review fees.

CROSS REFERENCES

Composition and term - see CHTR. § 10.01

Powers - see CHTR. § 10.02

Amendments to the Zoning Map - see CHTR. § 10.03

1137.01 ESTABLISHED.

The composition, term and organization of the Planning Commission is set forth in Section 10.01 of the Municipal Charter which provisions are self-executing, but if not, then such section is hereby enacted. (Ord. 30-1982. Passed 6-10-82.)

1137.02 POWERS AND DUTIES.

The Planning Commission shall be the platting authority of the Municipality and shall administer the Subdivision Regulations. It shall initiate, when appropriate, zoning amendments and recommend uses appropriate for the land. It shall hear and determine application for conditional zoning certificates. It shall review and approve site plans and shall plan the appropriate development of the land to include planned unit development. It shall plan the location, construction and vacation of public buildings, thoroughfares, and public and private utilities. The Commission shall perform such other functions as are referred or delegated by Council or the Mayor. (Ord. 30-1982. Passed 6-10-82.)

1137.03 PROCEDURES.

Procedures of the Planning Commission concerning subdivisions are contained in the Zoning Ordinance as amended. Procedures regarding zoning amendments and planned unit developments are found under those headings, in the Zoning Ordinance. Procedures and substantive requirements for conditional zoning certificates and site plans shall be as provided in this chapter. (Ord. 30-1982. Passed 6-10-82.)

1137.04 CONDITIONAL ZONING CERTIFICATES.

In order to grant conditional zoning certificates for the use of land, buildings or other structures such uses must be provided for elsewhere in the Zoning Ordinance.

(a) Applications for conditional zoning certificates shall be submitted in accordance with the following procedures:

- (1) Applications shall be submitted to the Zoning Inspector on special forms with the accompanying drawings and documents required in this section, two weeks prior to the regularly scheduled Planning Commission meeting. Each application shall be accompanied by a fee established by ordinance which shall be paid into the Treasury of the Municipality and no part of which shall be refundable.
- (2) Such applications shall be accompanied by the following information:
 - A. Six copies of plans showing:
 1. Location and height of existing and proposed buildings and structures;
 2. Accessory buildings and uses;
 3. Off-street parking and loading areas including lane and other pavement markings to direct and control parking and circulation and including the location of signs related to parking and traffic control.
 4. Adjacent streets;
 5. Adjacent property including buildings, parking, and drives within 200 feet of the site;
 6. Arrangement of internal and in-out traffic movement including access roads and drives;
 7. Fences, walls, signs, lighting;
 8. Sanitary sewers, water and other utilities;
 9. Drainage provisions;
 10. Sufficient elevations to show existing topography, and major vegetation features;
 11. Proposed grading, landscaping and screening plans;
 12. Dimensions of all buildings, setbacks, parking, drives and walkways;
 13. Other features necessary for the evaluation of the development plan as deemed necessary by the Zoning Inspector or Planning Commission.

All plans shall be drawn to scale and at the scale shown on the drawing.

(b) The Planning Commission shall review the application in terms of the following standards, and before issuing any conditional zoning certificate must find that the use or uses proposed:

- (1) Will be in accordance with the provisions, intent and purposes of the Zoning Ordinance;
- (2) Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the character of the general vicinity as zoned in the Zoning Ordinance;
- (3) Will not be hazardous or disturbing to neighboring uses;
- (4) Will be served by essential public facilities and services, such as, highways, streets, police and fire protection, drainage, structures, refuse disposal, schools, etc., or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide any such service;

- (5) Will not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the community;
 - (6) Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any person, property, or the general welfare by reason of the creation of hazardous traffic conditions or the production of excessive noise, smoke, fumes, glare, odors, dust, gas, flame, or vibration.
- (c) The Planning Commission may impose such additional conditions and safeguards as it may deem necessary for the general welfare, for the protection of individual property rights, and for insuring that the intent and objectives of the Zoning Ordinance will be observed.
- (d) The Planning Commission shall hold a public hearing or hearings upon the application after notice in at least one publication in a newspaper of general circulation in the City at least ten days prior to the date of the hearing. Such notice shall indicate the place, time and subject of the hearing.
- (Ord. 30-1982. Passed 6-10-82.)
- (e) Upon conclusion of hearing procedures relative to a particular application the Planning Commission may issue a conditional zoning certificate subject to such conditions as may be reasonably imposed thereon by the Planning Commission in order to effectuate the standards established herein. If the conditional zoning certificate is granted, the established procedures to obtain a building permit shall be followed. Any conditional use approved by the Planning Commission pursuant to Section 1171.15 must be confirmed by a majority vote of Council prior to the applicant being issued any required building or occupancy permits. Any subsequent changes to uses, or alterations to the buildings or site, must likewise be approved pursuant to Section 1171.15 and this section.
- (Ord. 50-1983. Passed 8-11-83.)
- (f) The breach of any conditions, safeguard or requirement shall automatically invalidate the permit granted, and shall constitute a violation of the Zoning Ordinance. Such violation shall be punishable as per Section 1139.99. The Zoning Inspector shall be responsible for the enforcement of this section and shall refuse any application for additional permits based upon his determination that the conditional zoning certificate granted pursuant to this chapter has terminated. Such determination by the Zoning Inspector may be appealed to the Board of Zoning and Building Code Appeals.
- (g) Specific regulations pertaining to conditionally permitted uses are as follows:
- (1) Authorization for a conditional use shall be restricted to those districts wherein such use is specifically designated as conditionally permissible by the Zoning Ordinance.
 - (2) Unless otherwise provided by specific conditions imposed by the Planning Commission, no conditional zoning certificate shall be transferred or assigned without prior express determination by the Planning Commission that the transferee's developmental and operational plans conform with requirements of the original conditional zoning certificate. Failing such determination, the transferee must apply for a new certificate pursuant the full procedures prescribed herein.
 - (3) A. The conditional zoning certificate issued pursuant this authority shall expire on the happening of any of the following events:

1. Failure of the developer to present to the Planning Commission all required submittals for the next required approval within six months from the date of the last approval granted by the Municipality.
 2. No construction upon the authorized project within six months from the date of the last required approval by the Municipality.
 3. The lapse for more than one year of active, substantial and actual building after construction has begun.
- B. The permit shall expire on the happening of events pursuant to this section, regardless of any lack of action by the Municipality to officially revoke the permit, enforce conditions or declare expiration unless:
1. Prior to expiration the developer applies to the City for an extension and subsequently such extension is granted; or
 2. The developer obtains a renewed conditional zoning certificate pursuant this chapter.

- (4) The activities hereby conditionally authorized on the subject land shall not be expanded beyond the present scope, i.e., no expansion of the facilities or programs herein authorized shall take place on the premises unless the Planning Commission expressly determines that such expansion does not materially alter the scope, character and quantity of authorized activity.

(Ord. 30-1982. Passed 6-10-82.)

1137.05 SITE PLANS.

(a) Purpose. The purpose of this section is to provide adequate review by the Planning Commission of proposed development in those zoning districts where the uses permitted are of such a nature because of their size, scale or effect on surrounding property, that review of specific plans is deemed necessary to protect the public health, safety and general welfare of the community.

(b) Application. In addition to submitting the plans and other data required by the Zoning Inspector, an applicant for a zoning permit in any district requiring site plan approval shall submit a plan of development to the Planning Commission as provided in subsection (c) hereof.

(c) Final Site Plan Requirements. No zoning permit, building permit, or certificate of occupancy shall be issued for the addition or construction or use of any building in such district except in accordance with a plan of development approved by the Planning Commission. Six copies of site plans must be submitted to the Zoning Inspector at least three weeks prior to the monthly Planning Commission meeting. Such site plans shall show the following:

- (1) Location and height of existing and proposed buildings and structures;
- (2) Accessory buildings and uses;
- (3) Off-street parking and loading areas including lane and other pavement markings to direct and control parking and circulation and including the location of signs related to parking and traffic control;
- (4) Adjacent streets;
- (5) Adjacent property including buildings, parking and drives within 200 feet of the site;
- (6) Arrangement of internal and in-out traffic movement including access roads and drives;

- (7) Fences, walls, signs, lighting;
- (8) Sanitary sewers, water and other utilities;
- (9) Drainage provisions;
- (10) Sufficient elevations to show existing topography, and major vegetation features;
- (11) Proposed grading, landscaping and screening plans;
- (12) Dimensions of all buildings, setbacks, parking, drives and walkways;
- (13) Other features necessary for the evaluation of the development plan as deemed necessary by the Zoning Inspector or Planning Commission.

All plans shall be drawn to scale and at the scale shown on the drawing.

The site plans will be reviewed by the Zoning Inspector and submitted to the Planning Commission for review as outlined in this chapter.

(d) Planning Commission Consideration.

- (1) The Commission shall consider the location of buildings, parking areas and other features with respect to the topography of the lot and existing natural features such as streams and large trees; the efficiency, adequacy and safety of the proposed layout of internal streets and driveways, the location of the green area provided, bearing in mind the possible effects of irregularly shaped lots; the adequacy of location, landscaping and screening of the parking lots; and such other matters as the Commission may find to have a material bearing upon the stated standards and objectives of the various District regulations.
- (2) If the Commission finds that a proposed plan of development does not meet the purposes of these regulations, it shall disapprove the plan and shall submit its findings in writing, together with the reasons therefor, to the applicant, within 120 days after having received the site plan. If no action has been taken by the Commission within such time, then such plan shall be deemed to have been approved; provided, however, that the applicant may waive this time limit and consent to the extension of such period in which event he shall give notice of waiver to the Planning Commission.

(e) Final Approval of Site Plan. A plan of development shall remain valid for a period of twenty-four months following the date of its approval. If at the end of that time, construction shall not have begun, then such plan of development shall be considered as having lapsed and shall be of no effect unless resubmitted to the Commission and reapproved. All construction and development under any building permit shall be in accordance with the approved site development plan. Any departure from such plan shall be cause for revocation of a zoning permit. Any changes in an approved plan shall be resubmitted for approval in accordance with this subsection. Construction will be deemed to have begun when all necessary excavation and piers or footings of one or more principal buildings included in the development plan shall have been completed.

(f) Preliminary Plans. The applicant may meet informally with the Planning Commission to review preliminary plans prior to preparing final plans pursuant to subsection (c) hereof. Preliminary plans should be submitted to the Zoning Inspector ten days prior to the next Planning Commission meeting to be scheduled on its agenda for the next Planning Commission meeting. (Ord. 30-1982. Passed 6-10-82.)

1137.06 REVIEW FEES.

(a) Council shall by ordinance establish a schedule of fees for zoning permits, amendments, appeals, variances, conditional use permits, plan approvals, subdivision applications, and other procedures and services pertaining to the administration and enforcement of the City's Zoning and Subdivision regulations. The schedule of fees shall be posted in the office of the Building Inspector and may be amended or altered only by Council.

(b) Until all applicable fees, charges and expenses have been paid in full, no action shall be taken on any application or appeal.
(Ord. 40-1990. Passed 5-10-90.)

- (3) Building construction - new or addition
- | | | |
|--|----------|--|
| A. Building less than 15,000 sq. ft. of floor area | \$150.00 | |
| B. Building between 15,000 sq. ft. and 30,000 sq. ft. of floor area | 200.00 | |
| C. Building between 30,000 sq. ft. and 150,000 sq. ft. of floor area | 200.00 | plus \$50.00 for each additional 20,000 sq. ft. of floor area, or fraction thereof in excess of 30,000 sq. ft. of floor area |
| D. Building floor area over 150,000 sq. ft. | 500.00 | |
- (d) All Institutional, Public or Quasi-Public Uses.
- (1) Site improvements only (no building construction or renovation proposed)
- | | | |
|--|-------|--|
| | 75.00 | |
|--|-------|--|
- (2) Building construction - new or addition
- | | | |
|--|--------|--|
| A. Building less than 15,000 sq. ft. of floor area | 150.00 | |
| B. Building between 15,000 sq. ft. and 30,000 sq. ft. of floor area | 200.00 | |
| C. Building between 30,000 sq. ft. and 150,000 sq. ft. of floor area | 200.00 | plus \$50.00 for each additional 30,000 sq. ft. of floor area, or fraction thereof, in excess of 30,000 sq. ft. of floor area. |
| D. Building floor area over 150,000 sq. ft. | 400.00 | |
- (e) Special Meetings of Planning Commission at Request of Applicant. An additional fee of one hundred dollars (\$100.00) shall be paid by the applicant for any special meeting of the Planning Commission held at the applicant's request to expedite the review and processing of an application. The fee shall be paid when the chairman, with the concurrence of the majority of the Commission agrees to hold such meeting and shall be received by the City a minimum of three days prior to such special meeting or the meeting, at the chairman's discretion, may be cancelled. (Ord. 15-1988. Passed 2-11-88.)

**9 – MINUTES OF MACEDONIA PLANNING
COMMISSION MEETINGS**




The Right Time, The Right Place

9699 Valley View Road • Macedonia, Ohio 44056

216 / 468-1300

FAX: 216 / 468-3758

TO: PLANNING COMMISSION MEMBERS

FROM: DIANNE HEARNS 

RE: APRIL 12, 1993

As there are no items on the agenda for the Planning Commission meeting scheduled for April 12, 1993, there will be NO meeting.

The next regularly scheduled meeting is April 19, 1993, and I will notify you as to the agenda or the status of the meeting.

DH



The Right Time, The Right Place

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MACEDONIA PLANNING COMMISSION
PUBLIC HEARING
MARCH 21, 1994

7:25 PM:

Guiliano Leonardi - Proposed 24 x 26 Storage
581 Maple Court
Macedonia, Ohio 44056

REGULAR PLANNING COMMISSION MEETING

MARCH 21, 1994
7:30 PM

*No meeting
on March 28, 1994
as indicated
on the plat*

Approval of March 7, 1994 Minutes

1. Guiliano Leonardi - Proposed Storage
581 Maple Court
Macedonia, Ohio 44056
2. Faith Fellowship Church - Carriage House
Attn: Rev. May
10277 Valley View Rd.
Macedonia, Ohio 44056
3. Winking Lizard - Proposed Signage
High Point Square Shopping Center
C.T. Taylor
5802 Akron Cleveland Road
Hudson, Ohio 44236
Also Notify: Terry Cole - RSD Signs
16245 Libby Rd.
Maple Heights, Ohio 44137
4. High Point Square Shopping Center
Parkview Federal Drive-thru
& C.T. Taylor
5802 Akron-Cleveland Rd.
Hudson, Ohio 44236
Also Notify: Fee & Associates
Heights Center Bldg.
12429 Cedar Rd. #15
Cleveland, Ohio 44106

NEXT PLANNING COMMISSION SET FOR APRIL 4, 1994
MARK YOUR CALENDARS



The Right Time, The Right Place

9699 Valley View Road • Macedonia, Ohio 44056
216 / 468-1300
FAX: 216 / 468-3758

MACEDONIA PLANNING COMMISSION
PUBLIC HEARING
APRIL 4, 1994

7:15 PM:

Faith Fellowship - Proposed Sanctuary Addn. to Carriage House
10277 Valley View Rd.
Macedonia, Ohio 44056

REGULAR PLANNING COMMISSION MEETING
APRIL 4, 1994
7:30 PM

Approval of March 21, 1994 Minutes

1. Faith Fellowship Church - Carriage House
Attn: Rev. May
10277 Valley View Rd.
Macedonia, Ohio 44056
2. Winking Lizard - Proposed Signage (Tabled 3/21/94)
High Point Square Shopping Center
C.T. Taylor
5802 Akron Cleveland Road
Hudson, Ohio 44236
Also Notify: Terry Cole - RSD Signs
16245 Libby Rd.
Maple Heights, Ohio 44137
3. High Point Square Shopping Center (Tabled 3/21/94)
Parkview Federal Drive-thru
& C.T. Taylor
5802 Akron-Cleveland Rd.
Hudson, Ohio 44236
Also Notify: Fee & Associates
Heights Center Bldg.
12429 Cedar Rd. #15
Cleveland, Ohio 44106

*No meeting
March 28, 1994.
R. Koren had
no authority
to sign. She is
not on Planning
Comm, nor
attended meetings.*

4. Seymour D. Weiss & Associates - Ground Round Restaurant
5380 Naiman Parkway
Suite G
Solon, Ohio 44139

5. Developers Diversified - Signage for Shopping Center
John McGill
34555 Chagrin Blvd.
Moreland Hills, Ohio 44022

NEXT PLANNING COMMISSION SET FOR APRIL 18, 1994
MARK YOUR CALENDARS

Macedonia Planning Commission
Minutes of Regular Meeting of
September 11, 1989

Page 2

3. Sign - Aerosol System, Inc.
Highland Road and Valley View

This was also discussed at the work session. The fire hydrant will be moved back. The consensus is that the sign will be better off being on the Highland Road side, furthest south east corner.

The owners are aware that this sign will become the only sign on that side of the building and that provisions for the future will have to be made to add future tenant signs either onto this sign or the other. They do comply with the distance from the furthest western sign on the property.

Ed Morris made motion to approve the sign as submitted provided it is located on the southeast corner of the building, so placed so it complies with the City Ordinance. 2nd by Kurt Laubinger. Unanimous.

At this point in the meeting, Mayor Migliorini asked Ed Morris to chair the meeting, thus removing himself from any action the Commission may take.

4. Ivy Hill - Shepard Road
Joseph and Maureen Migliorini

Ron Kovach asked if the lots along Shepard Road are part of the development. Joseph Migliorini stated no, because the land is so low it would destroy the aesthetics. It is a very low area. He also stated that he thought the problem was with s/l 37 being non-conforming. 36 and 37 would have to be combined into one lot if worse came to worse. They are presently reworking that corner.

Ron Kovach questioned acceleration and deceleration lanes on major access to site. There was a lengthy discussion on traffic flow through the development and cul-de-sacs.

Ron Kovach suggested running the street and stubbing the street; 120' to 130'. Joseph Migliorini stated he had no problem leaving a stub.

Maureen Migliorini asked what the Commission thought of the drive the way it is now. Ron Kovach stated he liked it. Ed Morris said it was better than the other plan.

Joseph Migliorini stated that they would go back to the Engineers. Kurt Laubinger made motion to table until the next meeting. 2nd by Ed Morris. Unanimous.

Motion was made to adjourn the meeting at 8:18pm. Unanimous. Meeting adjourned at 8:18pm.

No
Vote
taken



The Right Time, The Right Place

9699 Valley View Road • Macedonia, Ohio 44056
216/468-1300

MACEDONIA PLANNING COMMISSION
WORK SESSION MINUTES
SEPTEMBER 25, 1989

1. Addition for Burton Rubber - Highland Road

Burton Rubber is proposing a warehouse and production line addition to the west and north ends of their building, totaling 27,000 square feet. David Hartt stated the plans met requirements for set back but that there is a problem with non-conformance and more paved area is needed.

Ron Kovach asked for the architect's opinion on the proposed front exterior of the building; whether or not it would blend in with the existing front.

Ron Kovach also asked for the fire chief's opinion as to whether or not the back of the building was easily accessed in case of a fire. Location of power lines would also hinder fire fighting.

Burton Rubber was asked to correct these three areas before the next meeting.

2. Sign for Motel 6 - E. Highland Road

Motel 6 is requesting the erection of four signs bordering Highland and Rte. 8. Two signs atop the elevator tower would pose no problem. Upon further discussion it was discovered that members of the Commission were supplied with two different sets of plans. Discussion was then tabled until it could be determined which set of plans were correct.

3. Commercial Building - Empire Drive
Bill Bennett

David Hartt stated that everything is fine in regards to set back and parking, but the site plans are missing such information as grading, landscaping, surface materials and locations.

9/25/87

There was a discussion about Empire Drive being located in a dedicated area.

Mayor Migliorini suggested that for the next meeting the site plans have notations about curbing.

4. S/D Ivy Hill - Shepard Road
Maureen Migliorini

Mayor Migliorini stated that all the changes requested as of the last meeting were done.

Ron Kovach expressed concern over lots 1 and 37. Discussions were held as to the possibility of combining lots 36 and 37 to make a buildable lot.

Mayor Migliorini stated for the record that he has owned the property since before he became Mayor of Macedonia and that the city would benefit from the development. The area has 30 acres that will be divided into 45 lots, each sized one-half acre or more.

no
vote
taken

5. Sign for First National Bank - N. Bedford Road
Donald Davis

Mayor Migliorini stated that there is no problem with the sign. However, he would rather it not be placed on the bank as it is a beautiful building. The Commission would prefer a ground sign. Bonus size was discussed if the sign was lowered.

6. Ordinance Amending Section 1117.01 (k) - CUL-DE-SAC

No problem was found with this ordinance.

7. S/D for Forestbrook - Shepard Road

Ron Kovach stated he had a problem with the fact that Forestbrook, as approved, would be an isolated subdivision. Pebble Creek subdivision was created with no tie to Forestbrook.

There was a discussion as to whether or not the second phase of Pebble Creek was approved. Past minutes would be examined.

Fred Tufts worked out a relocation of property lines so that plans could be approved by the Planning Commission without a variance.



The Right Time, The Right Place

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MACEDONIA PLANNING COMMISSION
MINUTES OF A REGULAR MEETING OF
October 2, 1989

Roll call: Mayor Migliorini, Kurt Laubinger, and Ed Morris were present. Ron Kovach and Gary Thompson were absent. Also present was Clerk, Mary Hegidus.

Minutes of Regular Meeting of September 11, 1989. Minutes were presented and accepted. Unanimous.

1. Addition for Burton Rubber - Highland Road

Burton Rubber addressed the conditions of approval as presented to them at the work session. The architect stated that the front of the addition would match the existing front. Concrete blocks and siding would be uniform.

The back of the building would be made more accessible in case of fire by cutting back one corner to make it wider. Kurt Laubinger questioned how people would escape from the addition in case of a fire. It was stated that there were access doors throughout the back in the garage areas. Much of the addition would be used for storage so that would not be a problem. The building is totally sprinkled.

There was a discussion about banked parking with Burton Rubber assuring the Commission that there is enough in case in the future more parking is needed.

There was a discussion about landscaping to the west of the property, matching what the neighboring property would do.

Ed Morris made a motion to approve the addition with the understanding that: the front is made uniform color, some landscaping is done to the west of the property, and rounding of the corner in the back for easy access. Kurt Laubinger seconded. Unanimous.

2. Sign for Motel 6 - E. Highland Road
Mr. Craig White

Motel 6 resubmitted drawings with proper placement of the signs.

Macedonia Planning Commission
Minutes of Regular Meeting of
October 2, 1989

Page 3

Amount of parking was discussed with notations about parking remaining within certain area.

Ed Morris made a motion to accept the plans with the addition of: landscaping plans upon final approval, the city making indications to them about curbing, the elimination of front parking spots, and easement on right of way to straighten road. Kurt Laubinger seconded. Unanimous.

At this point in the meeting Mayor Migliorini removed himself from chairing the meeting.

4. S/D Ivy Hill - Shepard Road

There will be 45 lots in this subdivision.

Kurt Laubinger questioned whether or not there will be sidewalks on lots not developed. Mayor Migliorini replied no.

Mayor Migliorini stated that this will be a unique subdivision as no houses will be seen from the road. It will be buffered with trees on the front edge. Both sides of the road coming into the area are too low to build on.

Kurt Laubinger feels area by the park should have sidewalks so that people would have access to the park. Mayor Migliorini replied that the area has a couple different ways to go to the park.

Future developement on the road is very limited.

The subdivision would have landscaped entranceways on both roads. One entrance would have exclusive brick walls, and acceleration and deceleration lanes.

Ed Morris would like to see split entrance with an island in the center. Mayor Migliorini said islands have too much upkeep.

Mayor Migliorini was looking for conceptual approval so that the final plans could be drafted. Approval could not be given because only two members were present.

Ed Morris made a motion to table the plans. Kurt Laubinger seconded. Unanimous.

At this point in the meeting Mayor Migliorini returned to chairing the meeting.

No
Vote
Taken



The Right Time, The Right Place
9699 Valley View Road • Macedonia, Ohio 44056
216/468-1300

MACEDONIA PLANNING COMMISSION
MINUTES OF A SPECIAL MEETING OF
October 16, 1989

Roll Call: Mayor Migliorini, Ron Kovach, Gary Thompson, and Ed Morris were present. Kurt Laubinger was absent. Also present was Patty Farrell, Clerk.

At this time Mayor Migliorini removed himself as chairperson of the meeting. Ed Morris took his place.

1. S/D Ivy Hill - Shepard Road
Maureen Migliorini

The Migliorini's are looking for final conceptual approval.

*Conceptual
approval
not final
approval.*

Ed Morris stated he would still like to see islands in the entrance ways. Mayor Migliorini stated that could be arranged.

Ron Kovach asked for comments from David Hartt and Steve Ciuni. Steve replied that everything looks fine from his standpoint. David replied that the problem areas with lots 1 and 37 have been resolved. Also, the road on the north side has been swung farther to the south. He questioned whether or not lot 9 met the 20,000 square foot requirement.

Mayor Migliorini stated for the record this is the fourth revision of this plan presented to the Commission.

Ron Kovach moved to approve the plans pending verification of the square foot requirements for all the lots.

Ed Morris seconded but amended it to include a formal entrance way drawing showing one west entrance.

Gary Thompson questioned whether or not lot 42 would have a backyard area. He wondered if there would be any restrictions about how to set a house.

David Hartt said there was ample room to set a house.

Ron Kovach asked about how ownership and rights to the lake would work. He also mentioned the problem the lake has had in the past with going dry.

Mayor Migliorini replied that as it is a spring fed lake it can't go dry, but yes there is a problem right now with it being down.

Negotiations are underway with Ohio Edison to correct the problem.

Plans approved. Unanimous.

Plans for ~~the~~ conceptual approval?
Unanimous - does that mean
Migliorini voted? this is
conflict of
interest.

2. Sign of First National Bank - N. Bedford Road
Corky Davis

David Hartt misunderstood that sign 3 was a replacement for the original pole sign and not a new sign. It would be lower than the existing sign.

Mayor Migliorini questioned whether or not the sign could be in a white box. Mr. Davis replied no, this is the color scheme used throughout.

Ron Kovach moved to accept the sign with the stipulation that the sign must be 10 ft. from the right of way line. Gary Thompson seconded.
Unanimous.

- S/D for Forestbrook - Shepard Road

Forestbrook came into Planning Commission as a horseshoe-shaped subdivision with a spur off about 200 ft. into Pebble Creek. Pebble Creek was looking for approval with a large horseshoe-shaped area to tie into Forestbrook.

Forestbrook was told at the July 3, 1989 meeting that the Planning Commission would conceptually approve Pebble Creek if Forestbrook agreed to forego the 200 ft. tie in. They agreed. The three members present at that meeting then conceptually approved Forestbrook.

At the October 2, 1989 meeting the two members who were absent at the July 3, 1989 meeting stated that by conceptually approving this subdivision the Planning Commission put the city in a dilemma because they would have two subdivisions with no tie in. This is why the subject has come back for review.

Mr. Rzepka stated his position. His engineers have redesigned the plans three times. The third time they went back to the original plans. He feels the plan is safest for the subdivision.

Ed Morris stated he would support the conceptual approval because he wasn't aware of all the background work.

Ron Kovach was also absent at that July 3, 1989 meeting. He stated he would not stand in the way since the Commission already approved it.

Ron Kovach asked if an easement for right of way for a bicycle path could be approved between the two subdivisions so children could get from to another.

Steve Ciuni stated that approval was given only for a part of Pebble

MACEDONIA PLANNING COMMISSION
AGENDA

AUGUST 17, 1992

* * * * *
PUBLIC HEARING - 7:15 pm:

MARK ROSS - Storage Building

* * * * *

REGULAR PLANNING COMMISSION MEETING - 7:30

APPROVAL OF AUGUST 3, 1992 MINUTES

1. MARK ROSS - Storage building
557 LaCrosse Drive
Macedonia, Ohio 44056
2. Sign - 8515 B Freeway Drive
Laura A. Welsh
8515B Freeway Drive
Macedonia, Ohio 44056
Also Notify: Alan Daas
25550 Chagrin Blvd. #406
Cleveland, Ohio 44122
3. COMFORT AIR CO., INC. - Sign (Tabled from 7/20/92)
15629 Broadway Ave.
Maple Hts., Ohio 44137
Location: 9260 Valley View Rd. - Sommer Building
4. Wendy's International, Inc. - Proposed Restaurant (Tabled
7/20/92)
Tom Sellers - Regional Construction Supervisor
P O Box 256
4288 W. Dublin-Granville Rd.
Dublin, Ohio 43017
5. SITE PLAN APPROVAL - SHOPPING CENTER (Tabled 7/20/92)
Developers Diversified
34555 Chagrin Blvd.
Moreland Hills, Ohio 44022
Also Notify: Albrecht, Inc.
Joseph Parsons, Real Estate Development
2700 Gilchrist Rd.
Akron, Ohio 44309
6. PROPOSED SUBDIVISION - HIDDEN ACRES
Teresi Bros. Inc.
1580 Fruitland Rd.
Mayfield Hts., Ohio 44124
Also Notify:
North Coast Engineering
2570 Superior Ave. Suite 501
Cleveland, Ohio 44114

*Pollios Springs (Pike View)
first approved on agenda*

Planning Commission Agenda
Date: August 17, 1992
Page 2

7. PROPOSED SUBDIVISION - ROLLING SPRINGS

Teresi Bros Inc.
1500 Fruitland
Mayfield Hts., Ohio 44124
Also Notify:
North Coast Engineering
2570 Superior Ave. Suite 501
Cleveland, Ohio 44114

NEXT PLANNING COMMISSION MEETING SET FOR SEPTEMBER 7, 1992
MARK YOUR CALENDARS!!!

Macedonia Planning Commission
Regular meeting minutes
Page 3

must be more than one entrance, so as to not isolate the entire development. Mr. Tufts suggested that the total developable land in the area be looked at, so as to determine possible entrances or exits. He agrees that the site is limited, but there must be more than one way in and out of the development. Mr. Hartt stated that Lot 48 does not seem to be the proper size, also the setback on Lot 4 is not correct.

The developer stated that all house plans will be according to the City Ordinance. He is looking for homes between 1600-2000 square feet. They will pick up the sewers for the development, and the Mayor stated that they will probably need a lift station. The lots will have gas and underground utilities. The development will have colonial lamps and a landscaped, masonry entranceway. They may have to lose two lots for the acceleration/deceleration lanes into the development.

Mr. Tufts also stated that the streets must be named and submitted with the topo, and the right of ways can be 50', because this is not a thru street.

Anna Hejduk asked about the costs of the lots and homes. The lots will run approximately \$35,000.00, with homes in the \$140-159000.00 range. The covenants and restrictions are being worked on at this point, and the developer indicated he will get together with the Building Inspector for comments.

Based on all of the comments, the Mayor suggested that the developer re-work the plans, and present them at the next Planning Commission meeting on September 8.

PROPOSED SUBDIVISION - ROLLING SPRINGS: The Mayor commented that this proposed subdivision is the Ivy Hill subdivision, which plat was previously approved by the Planning Commission in 1989. The property was owned by the Mayor at that time, and is now being sold to Teresi Brothers for a subdivision. The Mayor will retain possibly two lots for his own home. At this point, the Mayor stepped down from the Board, because of the conflict of interest and Anna Hejduk chaired this portion of the meeting.

Sold in '93

the Mayor stepped down but continue to control meeting.

The subdivision will have the acceleration/deceleration lanes, colonial lamps, and masonry entranceway. The houses themselves will not be seen from Shepard Road because of the trees and lowlying area at the entrance to the subdivision. The lots are deeper than the normal half acre lots throughout the City. There are 45 lots proposed. There is an easement that is going to be provided to the park so that the existing sewer can be brought into the park through the easement. The Mayor suggested that instead of

8-17-92

Macedonia
Cod. Ord. Section
does not allow this.
The developer must
either give money
or land.

Macedonia Planning Commission
Regular Meeting Minutes
Page 4

the \$400.00 per lot fee, the developer will install sewer lines into the park, where they are sorely needed. He suggested that the City engineer make the estimations.

Mr. Tufts had some minor comments. In his review of this particular layout, there is a deficiency in three lots, Nos. 6, 7 in size, and Lot 9 in square footage. Also the side lines for Lots 11 and 36 must be at least 40'. There is also a question as to the maintenance of the retention basins. A homeowners association was suggested to maintain some of the areas. He also stated that street names should be submitted to the Planning Commission. He would also like to see a common line at Lots 33, 34, 35 and 36. The Mayor commented that only .4 of an acre are involved in wetlands.

The developer stated that there will be entrance signs on both sides of the roadway, and they are considering changing the name to Park View Development. The lots will run from \$45-60,000.00, with 2000 square footage minimum on homes. The homes should range from \$190,000.00 and up. There will be sidewalks through the development.

Mrs. Hejduk commented that the approval of this subdivision has expired, and, since there was not a quorum present in Board members, the developer come back to the next meeting on September 8, to address the comments and present the conceptual drawings at that time.

OTHER BUSINESS - ORDINANCE REGARDING PARKING SPACES: The proposed ordinance was passed out to the Board members as prepared by Dave Hartt. Mr. Hartt explained that the length of the spaces was immaterial, and is a basis for determining the width of the aisles. The existing Code does not set a standard for the width of the aisles. The new proposed ordinance sets a standard for the aisle width at 22'. The angled and perpendicular lengths were discussed. The proposed Walmart parking area falls within the guidelines of the new Ordinance. There are many parking design factors that can be brought into account, but this new ordinance will help address some factors. Mrs. Hejduk also suggested inserting a phrase regarding a double yellow line designating the space for directional purposes. These lines will psychologically help the operator of a vehicle, and Mr. Hartt agreed to insert a phrase.

Appraisal
from 1989.
However,
final approval
was never
granted.

9-8-92

Macedonia Planning Commission
Regular Meeting Minutes
Page 7

could be drafted, addressing the issues which will be left open to be agreed upon in the future. The Mayor suggested a meeting with the City Engineer, Building Inspector and himself and Mr. McGill, and tentatively set the meeting for September 11.

WENDY'S INTERNATIONAL - Restaurant: The Mayor indicated to Mr. Sellers that this matter will have to be addressed also at a later date, after the matter of the acceleration/deceleration lanes have been discussed. Also the matter of the grassy area, which must be the same width all the way down, must be resolved. Mr. Kovach stated that there seems to be no way Wendy's can squeeze in the required green space on the parcel. There is 5' of green space on each side, and the City requires a bigger setback than that, especially on the eastern end at the proposed exit. The Mayor stated that these issues can be addressed at his meeting with Developers.

HIDDEN ACRES - Proposed Subdivision: Street names were submitted for this subdivision. A secondary access was also proposed. The cul de sacs will not create a problem for the Fire Department. The buildable portion of Lot 40 is narrow, and may create a problem. Mr. Kovach expressed some concern for the fact that the water retention area would be the responsibility of the Homeowner's Association. He feels that people are not going to want to pay money to have it maintained, especially a homeowner who lives on Bedford Road, when the retention basin is of no use to them. He suggested changing the lot sizes in that area and deeding the retention basin to a lot owner. A re-adjustment of Lots 31, 32 and 33 may be necessary. The acceleration/deceleration lanes must be addressed on Bedford Road. There might have to be some area taken off on Lots 3, 4, 46 and 47. A topographic layout must be provided. Sublot 24 is also deficient in area.

The Mayor stated that concept-wise, the subdivision seems okay. Items need to be addressed, however, such as the lanes, colonial lights, the entranceway, changes in Lots 40 and 24, and possibly taking out the bubbles from Hickory Hill and connecting the two cul de sacs, and the retention basin at lots 32 and 33.

The matter will again be addressed at the September 21 meeting.

ROLLING SPRINGS Proposed Subdivision: The Mayor stated that this subdivision is the same subdivision that was reviewed and approved a few years back. There is a utility easement that will go all the way to the park, and will be maintained. At the time the construction takes place, the City can opt to ask the developer to bring in the sewer line or ask for the \$400.00 per lot.

Not approved.
Conceptual approval.

Does this mean Council?
Council never considered this,
and and does not give City this 15

✓
9-8-92

Macedonia Planning Commission
Regular Meeting Minutes
Page 8

Ron Kovach questioned the issue of an easement into the park for the children, so they do not have to go out on Route 82 to enter the park. The problem is that the children will cut through any of the yards to get to the park. Mr. Tufts stated that the access lanes to the park often cause more problems, because of dirt bikes, children in private yards, etc. Mr. Martin agreed, stating that the children will take the most immediate way to the park, which will probably be through a neighbor's back yard. Mr. Tufts stated that usually the easements are chained off so that the kids cannot get through there except by walking.

Mr. Tufts stated that since the last meeting, all requests were taken care of, with the exception of the elimination of the pavement bubble at the corner of Route ~~82~~, and the acceleration/deceleration lanes, but the plan was approvable. Mr. Kovach stated that any retention area here should be included in the lot purchase, where the owners can keep the area cleaned up and looking nice. Mr. Tufts said that if there were to be easement restrictions for retention purposes, or a deed restriction, the problem could be solved. Mr. Tufts stated that as long as the retention basins are added to the appropriate lots when submitted to the engineer, the subdivision can be approved.

Heiduk
Martin
Kovach
Mistler
present
at mtg.

Ron Kovach made a motion to approve the subdivision with the provision that the retention basin be added to lots 41, 42 and 6, and be encompassed by an easement, and that the names of the streets as submitted be approved. It was seconded by Ken Martin. The motion passed (The Mayor did not vote.)

FRIEDER'S INC. - Bavaria Road. The architect stated that they have talked the owner out of having the offices facing away from the main street. They are now proposing to turn the building around so that the offices face Bavaria. Landscaping plans will be brought in, showing similar landscaping as the plans at hand. Mr. Kovach stated that conceptually the drawings seem okay, but he does not feel that the plans are approvable, since the drawings at hand show the building going in the opposite direction.

The building is basically black and white, split faced. The windows will begin approximately 5 1/2 feet from the floor.

It was the feeling of the Commission that another set of drawings should be submitted. Mr. Tufts can review the final site plan when submitted. The building will remain the same but will be reversed. The architect will submit new plans for review at the next Planning Commission meeting.

Macedonia Planning Commission
Regular Meeting Agenda
Page 2

8. SITE PLAN APPROVAL - SHOPPING CENTER (Tabled 7/20/92)
Developers Diversified
34555 Chagrin Blvd.
Moreland Hills, Ohio 44022
Also Notify: Albrecht, Inc.
Joseph Parsons, Real Estate Development
2700 Gilchrist Rd.
Akron, Ohio 44309

9. PROPOSED SUBDIVISION - HIDDEN ACRES
Teresi Bros. Inc.
1580 Fruitland Rd.
Mayfield Hts., Ohio 44124
Also Notify:
North Coast Engineering
2570 Superior Ave. Suite 501
Cleveland, Ohio 44114

10. PROPOSED SUBDIVISION - PARK VIEW
Teresi Bros Inc.
1500 Fruitland
Mayfield Hts., Ohio 44124
Also Notify:
North Coast Engineering
2570 Superior Ave. Suite 501
Cleveland, Ohio 44114

NEXT PLANNING COMMISSION MEETING SET FOR SEPTEMBER 21, 1992
MARK YOUR CALENDARS!!!



The Right Time, The Right Place
9699 Valley View Road - Macedonia, Ohio 44056
216 / 468-1300
FAX: 216 / 468-3758

Rolling Springs (Pittsford)
on agenda by mistake

MACEDONIA PLANNING COMMISSION
REVISED AGENDA
SEPTEMBER 21, 1992

PUBLIC HEARING: 7:15 pm
James Pelz - Storage Building

PUBLIC HEARING: 7:20 pm
U.S. Electronics - Satellite Dish
Mr. Tom Keller - 8748 Lawton Drive

REGULAR PLANNING COMMISSION MEETING - 7:30 PM

APPROVAL OF September 8, 1992 minutes

- 1. Proposed Subdivision - Rolling Springs
Teresi Brothers
1500 Fruitland
Mayfield Hts., Ohio 44124
Also Notify: North Coast Engineering
2570 Superior Ave. Suite 501
Cleveland, Ohio 44114
2. James Pelz - Storage Building
9096 N. Bedford Road
Macedonia, Ohio 44056
3. U.S. Electronics - Satellite Dish
4033 Hills & Dales
Canton, Ohio 44708
Also notify: Tom Keller
8748 Lawton Drive
Macedonia, Ohio 44056
4. Proposed Subdivision - Hidden Acres
Teresi Brothers
5. Bradco Construction - Storage Building -
(Tabled last meeting - no-one present)
9426 N. Freeway
Macedonia, Ohio 44056
6. Charles Yanoff/Warehouse - Pattern Metals, Inc.
(Tabled at last meeting)
7929 Valley View Road
Hudson, Ohio 44236

9-21-92

acceleration/deceleration lanes,...". With that change, Anna Hejduk made a motion to approve the minutes. Ron Kovach seconded the motion, and the motion carried.

PROPOSED SUBDIVISION: Rolling Springs: The Mayor commented that Rolling Springs was approved at the last meeting, and inadvertently was put on the agenda. The subdivision has been re-named "Park View".

JAMES PELZ - Storage Building: Mr. Seeley and Mr. Pelz were present. The Mayor commented that the City Architect recommended that the best scenario for the garage would be to turn the building 90 degrees, making it more symmetrical to the size of the house. The members are looking for the same look as the house, with possible lap siding, and brick to grade. There are some large pine trees which would be lost, but if the building were erected as submitted, it would overpower the main structure.

Mr. Kovach commented that if the building were erected at 600 square feet, it could be erected without the approval of the Planning Commission.

Ron Kovach made a motion to accept the building, if turned 90 degrees with the 24' side facing North Bedford Road, and the three garage doors facing north. It was seconded by Anna Hejduk, with the stipulation that the owner comply with all building Codes. The motion carried, with Ken Martin abstaining.

U.S ELECTRONICS - Satellite Dish: The proposed dish has been modified to a 10' height, located in the rear yard approximately 20' from the northerly property line and 28' from the westerly property line. There will be a 3-1/2' grounding rod.

Ken Martin stated his objections to satellite dishes in general, and whether or not they should be permitted at all. He realizes, however, that the Ordinance allows the dishes.

Anna Hejduk made a motion to accept the conditional use. Mayor Migliorini seconded the motion, and the motion carried, with Ken Martin abstaining.

PROPOSED SUBDIVISION - Hidden Acres: The Mayor stated that this subdivision has now been re-submitted for approval of the preliminary drawing, which has been revised to conform to the comments of the Planning Commission at their previous meeting. The subdivision is on North Bedford Road abutting Interstate 480. There are approximately 45 lots in 36.92 acres. The new drawings show Heather Hill aligning itself with the property to the south.

CITY OF MACEDONIA
9699 VALLEY VIEW ROAD/MACEDONIA, OHIO
REGULAR PLANNING COMMISSION MEETING
MAY 2, 1994
7:30 PM

Approval of April 18, 1994 Minutes

- TABLED ITEMS:
1. High Point Square Shopping Center (Tabled 4/4/94)
Parkview Federal Drive-thru
% C.T. Taylor
5802 Akron-Cleveland Rd.
Hudson, Ohio 44236
Also Notify: Fee & Associates
Heights Center Bldg.
12429 Cedar Rd. #15
Cleveland, Ohio 44106
 2. Seymour D. Weiss & Associates - Ground Round Restaurant
(tabled 4/4/94)
5380 Naiman Parkway
Suite G
Solon, Ohio 44139
Also Notify: Developers Diversified
34555 Chagrin Blvd.
Moreland Hills, Ohio 44122

3. Discussion of Proposed Ordinances (tabled 1/94)

- NEW ITEMS:
4. Ed Mikolay Construction - Proposed Storage Bldg.
506 Boston Mills Rd.
Hudson, Ohio 44236
Also notify: Rick Rogel
19800 Miles Rd.
Warrensville Hts., Oh. 44128
 5. GBC Architects - Proposed Appleby's Restaurant
245 S. Frank
Akron, Ohio 44313-7297
Notify: Developers Diversified
Notify: Evan Musikantow/Apple American Ltd.
919 N. Michigan Ave. #1919
Chicago, Ill. 60611
Notify: Steve Seagrass/Chiodini Associates
700 Corporate Park Dr. #250
St. Louis Mo 63105
 6. John Collins - Collins Signs - Payless Shoes
3701 Napier Field Rd. P O Box 1253
Dothan, Ala. 36302
Notify: Developers Diversified

NEXT PLANNING COMMISSION SET FOR MAY 16, 1994
MARK YOUR CALENDARS



The Right Time, The Right Place

9699 Valley View Road • Macedonia, Ohio 44056

216 / 468-1300

FAX: 216 / 468-3758

CITY OF MACEDONIA

9699 VALLEY VIEW ROAD/MACEDONIA, OHIO
REGULAR PLANNING COMMISSION MEETING

MAY 16, 1994

7:30 PM

Approval of May 2, 1994 Minutes

- TABLED ITEMS:
1. High Point Square Shopping Center (Tabled 5/2/94)
Parkview Federal Drive-thru - Traffic Analysis
and Sign Package
% C.T. Taylor
5802 Akron-Cleveland Rd.
Hudson, Ohio 44236
Also Notify: Fee & Associates
Heights Center Bldg.
12429 Cedar Rd. #15
Cleveland, Ohio 44106
 2. GBC Architects - Proposed Appleby's Restaurant
Tabled 5/2/94
245 S. Frank
Akron, Ohio 44313-7297
Notify: Developers Diversified
Notify: Evan Musikantow/Apple American Ltd.
919 N. Michigan Ave. #1919
Chicago, Ill. 60611
Notify: Steve Seagrass/Chiadini Associates
700 Corporate Park Dr. #250
St. Louis Mo 63105
 3. John Collins - Collins Signs - Payless Shoes
Tabled 4/19/94
3701 Napier Field Rd. P.O Box 1253
Dothan, Ala. 36302
Notify: Developers Diversified
 4. Discussion of proposed Ordinances - Tabled 1/94)

W ITEMS:

5. BP Oil Company - Raze and Rebuild Service Station
316 E. Highland Road
Macedonia, Ohio 44056
Notify: BP Engineering & Maintenance
200 Public Square
Cleveland, Ohio 44114

6. Mario Mastrangelo - Proposed land development
4718 Vincent Dr.
Seven Hills, Ohio 44131
Notify: Dominic Guàltieri
3895 Osage St.
Stow, Ohio 44131

7. CTS Tire - Proposed Building
Mr. Craig Sutfin
390 E. Highland Rd.
Macedonia, Ohio 44056
Notify: Joseph Blough
306 N. Cleveland-Massilon Rd.
Akron, Ohio 44333

NEXT PLANNING COMMISSION SET FOR JUNE 6, 1994
MARK YOUR CALENDARS

**10 – FINANCE DIRECTOR RECORD OF
SUBDIVISION DEPOSITS TO PARKS AND
RECREATION**

6-28-95

rec'd Tom DiIullo

Rich Webby

(Finance Director)

from S/D to Parks

Year	Money Collected	Description
1990	\$13,200.00	*33 Lots (Lakelynd) Pebble Creek Phase 2A
1991	\$18,400.00	*12 Lots (Ty Inc) Starlight 34 Lots (Lakelynd) Pebble Creek
1992	\$51,800.00	*59 Lots (Transcon Builders) Parkledge *38 Lots (Transcon Builders) Parkledge 65 Condo Units Springhill @ \$200 each
1993	\$21,200.00	*23 Lots (Transcon Builders) Parkledge *30 Lots (Transcon Builders) Parkledge
1994	\$30,000.00	30 Lots (Americon) Shepard Woods *17 Lots Macedonia Reserve 28 Lots Springhill

No contribution from Park View
Subdivision.

Contribution is to be made
before homes are built.

**11 – CLEVELAND PLAIN DEALER
ARTICLE JANUARY 17, 1993**

Mayor owns land near possible site of city golf course

By LEKAN OGUNTOYINBO
PLAIN DEALER REPORTER

MACEDONIA

Mayor Joseph Migliorini owns a 36-acre parcel of land adjoining a park that is being considered for a municipal golf course, according to records at the Summit County real estate office.

For the last two years, the mayor and some of his top aides have been touting construction of a public course as a means of bringing revenue to the city. The parcel of city-owned land originally considered for the golf course is about 104 acres on the north side of Ohio 82. The mayor has been pushing for that site.

But in recent weeks, some council members have suggested that the city ought to look at converting the city's Longwood Park on the other side of the highway into the golf course because its 189 acres would make it much more viable for a regulation course. It is this land, on the south side of Ohio 82, that is next to Migliorini's 36.78-acre parcel.

At least one resident said the mayor privately told him that he sold the land.

When first asked about it last week in an interview, Migliorini replied, "On paper it's been sold for a month." But records recently obtained at the Summit County record-

er's office show the land is still a possession of Mig Can Investment, a property management company owned by Migliorini and a relative.

The mayor later conceded that he "technically" still owns the land but has an agreement with a Mayfield Heights company that it will buy the property.

"As soon as they give me the money, they can have it," he said.

"I either get a bad rap for doing my job or I get falsely accused for no apparent reason at all," Migliorini continued. "I can assure everyone that I'm fully aware of what impropriety means and would not allow myself to be drawn into a situation where there's impropriety."

The tract is zoned for single-family homes. The Mayfield Heights company plans to develop 45 lots on the property, one of which Migliorini plans to keep and build a home there. He said the houses would probably be sold for \$250,000 to \$275,000 each.

Migliorini pointed out that he'd been fighting to keep the golf course on the north side of the street, despite the smaller size of that property.

"It's common knowledge that I own the property," he said. "I have been so up front with everything I do that three years ago I brought before the city the same plan to have it developed (as a subdivision)."

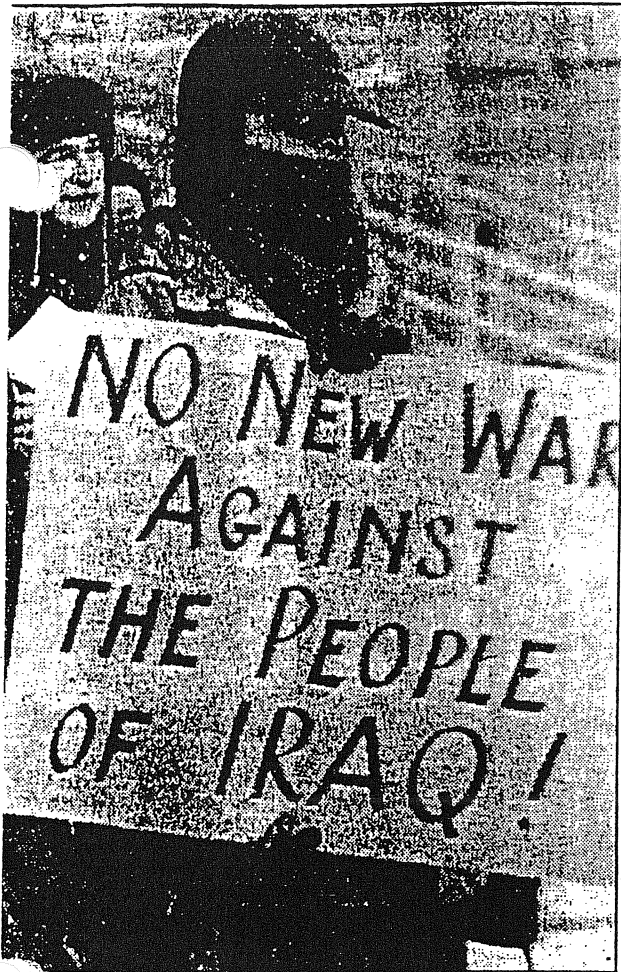
He said he dropped the development plans because he wanted to avoid the appearance of a conflict of interest.

The council members who have given Migliorini the hardest time about putting the golf course on the 104-acre tract — Mike Menhart, Rosalie Koren and Anna Hejduk — are typically his closest allies and rarely vote against him.

In separate interviews last week, Menhart and Hejduk defended the mayor. They stressed that he had never wanted the course next to his land to begin with.

"Actually, it seems kind of strange, but he's working on the other side," Hejduk said. "Whether it's a golf course or a park, both of them are still nice things to be near. How much more valuable is a golf course than a park? I can't say. Either way it looks like a good piece of land."

Councilman Jim Lawton said he was concerned that council might make a decision while the mayor still



PD/ROADELL HICKMAN

sted the recent bombing of Iraq. Many of them called for and Justice, called for peaceful negotiations. Other the Workers World Party, according to a spokeswoman

Force as payback falls short

an "outstanding track re-

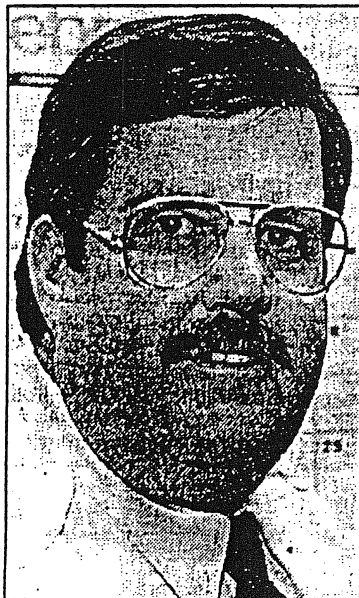
fused to comment for this has not yet given a to investigators.

said he discovered during y that the task force did or overtime worked by its rs, making it impossible hundreds of other hours ed to have worked.

ed on the individual integ- e officers involved," said

most of the participating ose overtime restric- r investigators, some- ourg Heights didn't do.

expecting that not only (force supervisors) super-40-hour work week, they vising his overtime. That not to be the case," said



JOHN W. MADDOX: "It just got to the point where we couldn't afford to stay in it anymore."

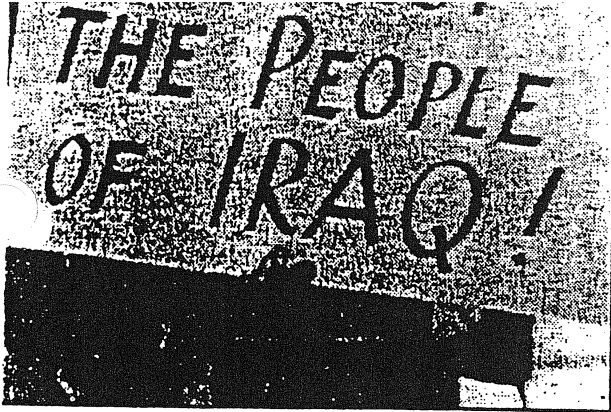
Critics don't dispute the task force's accomplishments, including, most recently, the record seizure of \$1.2 million in drug money from a Shaker Heights apartment.

McHargh said profit was never meant to be an incentive for suburban police departments to join the task force, a belief seconded by Shaker Heights Police Chief Walter A. Ugrinic.

"What we offer is the potential to develop relationships with federal law enforcement agencies and investigatory techniques that will help to address problems in their own communities," said McHargh.

McHargh said delays in litigation over seized funds and an occasional inability even to find drug trafficking assets make it difficult for the task force to share funds with participating agencies.

"We're not in this to make a



PD/ROADELL HICKMAN

ted the recent bombing of Iraq. Many of them called for and Justice, called for peaceful negotiations. Other the Workers World Party, according to a spokeswoman

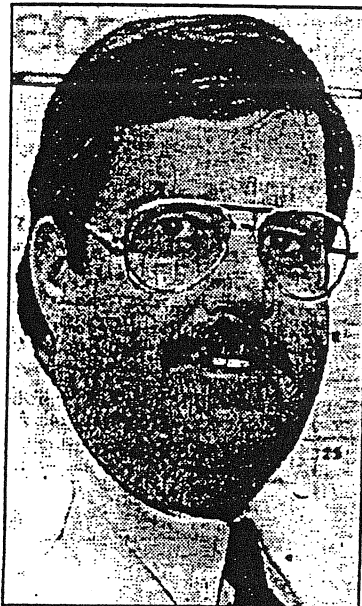
ce as payback falls short

an "outstanding track re-

used to comment for this has not yet given a o investigators.

said he discovered during that the task force did overtime worked by its taking it impossible reds of other hours ed to have worked.

d on the individual integ- officers involved," said



JOHN W. MADDOX: "It just got to the point where we couldn't afford to stay in it anymore."

most of the participating mpose overtime restric- their investigators, some- eburg Heights didn't do.

expecting that not only (force supervisors) super- 10-hour work week, they rizing his overtime. That not to be the case," said

em was changed in Sep- r participating agencies Task force supervisors gn all overtime requests.

aid poor task force man- lein's overtime claims ion over the lack of fir- n were factors in his de- pout of the task force.

say it was mostly the lack return. Those other fac- a role, but we didn't have y for this investment of aid.

ce was formed in 1987 to violence in the Cleve- Jamaican drug gangs.

its mission was broad- ck organized drug traf- ough the combined re-

McFaul's short-staffed department has been involved with the task force since shortly after it was formed in 1987.

In all of that time, McFaul said, his return on investment has been about \$7,000 and a car.

"I'm disappointed with the distribution of funds. We don't do very well at all," McFaul said. "We try to help where we can, but when it becomes economically crazy ... we move on."

Despite those sentiments, McFaul said his decision to reassign two deputies who were on the task force had more to do with new responsibilities heaped upon his department, including a larger role in courthouse security.

cluding construction of a public course as a means of bringing revenue to the city. The parcel of city-owned land originally considered for the golf course is about 104 acres on the north side of Ohio 82. The mayor has been pushing for that site.

But in recent weeks, some council members have suggested that the city ought to look at converting the city's Longwood Park on the other side of the highway into the golf course because its 189 acres would make it much more viable for a regulation course. It is this land, on the south side of Ohio 82, that is next to Migliorini's 36.78-acre parcel.

At least one resident said the mayor privately told him that he sold the land.

When first asked about it last week in an interview, Migliorini replied, "On paper it's been sold for a month." But records recently obtained at the Summit County record-

Critics don't dispute the task force's accomplishments, including, most recently, the record seizure of \$1.2 million in drug money from a Shaker Heights apartment.

McHargh said profit was never meant to be an incentive for suburban police departments to join the task force, a belief seconded by Shaker Heights Police Chief Walter A. Ugrinic.

"What we offer is the potential to develop relationships with federal law enforcement agencies and investigatory techniques that will help to address problems in their own communities," said McHargh.

McHargh said delays in litigation over seized funds and an occasional inability even to find drug trafficking assets make it difficult for the task force to share funds with participating agencies.

"We're not in this to make a profit," said Ugrinic.

Shaker Heights got \$5,976 in task force reimbursements in the past year, not nearly enough to pay the cost of supplying a Shaker Heights detective full time, he said.

Shaker Heights was one of the original task force members.

Regional Transit Authority Police Chief John K. Joyce isn't worried about the \$14,000 he has paid out since the RTA joined the task force several years ago.

"There's a lot more to involvement in the task force than getting money in return. I couldn't afford to pay for the training and experience our investigators get. We just don't have the capability to offer that," he said.

"I either get a bad rap for doing my job or I get falsely accused for no apparent reason at all," Migliorini continued. "I can assure everyone that I'm fully aware of what impropriety means and would not allow myself to be drawn into a situation where there's impropriety."

The tract is zoned for single-family homes. The Mayfield Heights company plans to develop 45 lots on the property, one of which Migliorini plans to keep and build a home there. He said the houses would probably be sold for \$250,000 to \$275,000 each.

Migliorini pointed out that he'd been fighting to keep the golf course on the north side of the street, despite the smaller size of that property.

"It's common knowledge that I own the property," he said. "I have been so up front with everything I do that three years ago I brought before the city the same plan to have it developed (as a subdivision)."

He said he dropped the development plans because he wanted to avoid the appearance of a conflict of interest.

The council members who have given Migliorini the hardest time about putting the golf course on the 104-acre tract — Mike Menhart, Rosalie Koren and Anna Hejduk — are typically his closest allies and rarely vote against him.

In separate interviews last week, Menhart and Hejduk defended the mayor. They stressed that he had never wanted the course next to his land to begin with.

"Actually, it seems kind of strange, but he's working on the other side," Hejduk said. "Whether it's a golf course or a park, both of them are still nice things to be near. How much more valuable is a golf course than a park? I can't say. Either way it looks like a good piece of land."

Councilman Jim Lawton said he was concerned that council might make a decision while the mayor still owns the property.

"If he was selling the land before the City Council made a decision instead of after, it might be a little different," Lawton said.

The bottom line, said Councilman Ray Kujawinski, is that he's not sure he wants to see the park converted to a golf course.

"I don't know if it's in the best interest of the city," he said. "I'm sort of leaning toward approving the golf course on the north side."

There are at least four public golf courses within a 10- to 15-minute drive from Macedonia. At public hearings, reaction to the golf course proposal has been favorable despite concerns about the northern site being too small.

12 – WARRANTY DEED

**SUPERIOR SAVINGS & LOAN
TO
MIG-CAN INVESTMENT**

2

WARRANTY DEED (From a Corporation) 4257-D
291877

Certified Corporation & Office Supply Co.
Cleveland 14, Ohio

Know all Men by these Presents

MK 4273

That, Superior Savings and Loan Association

a Corporation incorporated under the laws of the State of Ohio

the Grantor, who claims title by or through instrument , recorded in Volume 6676
Page 659, County Recorder's Office, for the consideration of

Ten and no/100 -----Dollars (\$ 10.00)
received to its full satisfaction of Mig Can Investment, an Ohio Partnership

the Grantee ,

whose TAX MAILING ADDRESS will be 903 East Aurora Road
Macedonia, Ohio 44056
do Give, Grant, Warrant, Sell and Convey unto the said Grantee ,

heirs and assigns the following described piece or parcel of land, situated in the

City of Macedonia , County of Summit

and State of Ohio, and known as being a part of Original Lot 4, Tract 1 Middle, (formerly in the Township of Twinsburg) which is bounded and described as follows: Beginning at an iron bar marking the Northwest corner of said Lot 4, Tract 1 Middle and the Center Line of Shepard Road; Thence S. 00° 03' 00" W. along the Center Line of Shepard Road (50 feet wide) a distance of 478.67 feet to a point; Thence S. 89° 09' 33" E. (passing over an iron pipe marked with a plastic disc S-005916, 25.00 feet from said Center line) a distance of 592.00 feet to an iron pipe (marked with a plastic disc S-005916); Thence S. 00° 03' 00" W. a distance of 387.54 feet to an iron pipe (marked with a plastic disc S-005916); Thence N 89° 09' 33" W. a distance of 590.63 feet (passing over an iron pipe marked with a plastic disc S-005916, 25.00 feet from said Center line) to a point and the Center line of Shepard Road; Thence along the Center line of Shepard Road S. 00° 24' 47" E. a distance of 593.49 feet to an angle point in said road (marked with a one half inch solid bar); Thence continuing along said Center line S. 00° 04' 43" W. a distance of 6.52 feet to a point; Thence S. 89° 09' 33" E. a distance of 240.00 feet to a point; Thence S. 55° 00' 00" E. a distance of 426.04 feet to a point; Thence S. 89° 09' 33" E. a distance of 564.59 feet to a point; Thence N. 00° 19' 19" E. a distance of 1692.27 feet to an iron pipe (marked with a plastic disc S-005916) and the North line of Lot 4, Tract 1 Middle, (witness a two-inch diameter pipe three feet in length, S. 88° 31' 16" E. 50.00 feet, also witness a mushroom top pipe S. 22° 43' 58" W., 7.06 feet); Thence N. 88° 31' 16" W. a distance of 1168.27 feet the true place of Beginning. Said parcel of land contains 37.7627 acres, be the same more or less, and is subject to all legal highways and easement of record.

Arch. No.: 33-02940
P.R.N.: TW-0021-01-000.0

COUNTY OF SUMMIT

No. 5126
CERTIFICATE OF PARTNERSHIP

FILED 9-26 1986
Recorded - Vol. - Pg. -
RALPH JAMES
Recorder
County of Summit

By Dep. R. Eliff

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

016006

TRANSFERRED IN COMPLIANCE WITH
REC. 312.211
\$94.517.00 378.00 FEE
TINA DAVIS
County Auditor

To Have and to Hold the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said Grantee, its successors and assigns forever. And the said Grantor does for itself and its successors and assigns covenant with said Grantee, its successors and assigns, that at and until the ensueing of these presents it is well seized of the above described premises as a good and indefeasible estate in FEE SIMPLE, and has good right to bargain and sell the same in manner and form as above written; that the same are free and clear from all incumbrances whatsoever, except zoning ordinances, if any, restrictions, conditions, limitations and easements of record, if any, taxes and assessments for the last half of the year 1985, and thereafter.

and that it will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, forever, against all lawful claims and demands whatsoever.

In witness whereof said corporation sets its hand and corporate seal, by Gregory Zimmerman, its President, and Marie Mikonis, its Vice Pres. this 25 day of September, A. D. 1986 Superior Savings and Loan Association

Signed and acknowledged in the presence of Phyllis Hilger

By Gregory Zimmerman, President and Marie Mikonis, Vice President

State of Ohio } Before me, a Notary Public in and for said County, personally appeared the above named Superior Savings and Loan Association

Shepard Road Macedonia, OH

by Gregory Zimmerman, its President and Marie Mikonis, its Vice Pres. who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

In testimony whereof I have hereunto set my hand and official seal, at Cleveland, this 25 day of September, 1986 Rosemarie C. Gentile, Notary Public

This Instrument was prepared by Howard R. Turner, Attorney at Law

ROSEMARIE C. GENTILE Notary Public, State of Ohio County of Cuyahoga My Comm. Expires 07-25-89

98-926

Turner

291877 421852 Superior Savings and Loan Association

Superior Savings and Loan Association

Mig Can Investment, An Ohio Partnership

TO

RECEIVED TRANSFERED 19 SEP 26 1986 SEP 26 86 THE OHIO COUNTY AUDITOR

State of Ohio SUMMIT County of

Received for Record on the day of SEP 8 1986 at 2 o'clock P.M. and Recorded OCT 9 1986 in Book 7292 Page 635 and Recorded OCT 9 1986 in Recorder's Fee \$

10

13 – MORTGAGE DEED

MIG CAN INVESTMENT TO THE SUPERIOR SAVINGS ASSOCIATION

291878

Loan No.

Mortgage Book

Wm. W. Woodmont
Carbone & McGowan

TO
THE SUPERIOR SAVINGS ASSOCIATION
798 EAST 185 STREET
CLEVELAND, OHIO 44119

Received for Record this day of
SEP 26 1935 .19 . at 2:09
o'clock P m., and recorded
OCT 9 1985 .19 . In Vol. 7349

of Mortgages, at pages 139-142 of the
records of SUMMIT

County, Ohio.
Recorder of SUMMIT County, Ohio.

144

Secretary

President

THE SUPERIOR SAVINGS ASSOCIATION,

The conditions of this mortgage have been complied with, and the same is fully paid, satisfied and discharged.

Cleveland, Ohio

, 19

VOL 7349 PAGE 142

(3)

Superior Savings Association
786 East 185 Street
Cleveland, Ohio 44119

Mortgage Deed

291873

Know All Men By These Presents, That MIG CAN INVESTMENT, A Partnership

MK 4273

of the County of Cuyahoga, and State of Ohio, the Grantor, for and in consideration of the sum of EIGHTY THOUSAND FIVE HUNDRED AND NO/100----- Dollars (\$80,500.00), to him paid by THE SUPERIOR SAVINGS ASSOCIATION, a corporation organized and existing under the laws of the State of Ohio, and having its principal place of business at Cleveland, Ohio, Grantee, the receipt of which is hereby acknowledged, does give, grant, bargain, sell and convey unto the Grantee, its successors and assigns, the following-described premises, situated in the City of Macedonia, County of Summit, and State of Ohio, and bounded and described as follows, to wit:

And known as being a part of Original Lot 4, Tract 1 Middle, (formerly in the Township of Twinsburg) which is bounded and described as follows:

Beginning at an iron bar marking the Northwest corner of said Lot 4, Tract 1 Middle and the Center Line of Shepard Road;

Thence S. 00° 03' 00" W. along the Center Line of Shepard Road (50 feet wide) a distance of 478.67 feet to a point;

Thence S. 89° 09' 33" E. (passing over an iron pipe marked with a plastic disc S-005916, 25.00 feet from said Center Line) a distance of 592.00 feet to an iron pipe (marked with a plastic disc S-005916);

Thence S. 00° 03' 00" W. a distance of 387.54 feet to an iron pipe (marked with a plastic disc S-005916);

Thence N. 89° 09' 33" W. a distance of 590.63 feet (passing over an iron pipe marked with a plastic disc S-005916, 25.00 feet from said Center Line) to a point and the Center Line of Shepard Road;

Thence along the Center Line of Shepard Road S. 00° 24' 47" E. a distance of 593.49 feet to an angle point in said road (marked with a one half inch solid bar);

Thence continuing along said Center Line S. 00° 04' 43" W. a distance of 6.52 feet to a point;

Thence S. 89° 09' 33" E. a distance of 240.00 feet to a point;

Thence S. 55° 00' 00" E. a distance of 426.04 feet to a point;

Thence S. 89° 09' 33" E. a distance of 564.59 feet to a point;

Thence N. 00° 19' 19" E. a distance of 1692.27 feet to an iron pipe (marked with a plastic disc S-005916) and the North line of Lot 4, Tract 1 Middle, (witness a two-inch diameter pipe three feet in length, S. 88° 31' 16" E. 50.00 feet, also witness a mushroom top pipe S. 22° 43' 58" W., 7.06 feet);

Thence N. 88° 31' 16" W. a distance of 1168.27 feet the true place of Beginning. Said parcel of land contains 37.7627 acres, be the same more or less, and is subject to all legal highways and easement of record. *mc*

COUNTY OF SUMMIT

No. 5126
CERTIFICATE OF PARTNERSHIP

FILED 9-26 1986
Recorded - Vol. _____ Pg. _____

RALPH JAMES
Recorder
County of Summit

at 9-26-86 By Dep. R. Elieff

together with all buildings and improvements now situated or which may hereafter be erected thereon and all heating, plumbing and lighting fixtures and equipment, water heaters, ranges, refrigerators, appliances and property of every description now or hereafter attached to or used in connection therewith and all the privileges and appurtenances belonging to said premises and all rents, issues and profits which may arise or be had therefrom and all the estate, title and interest of the said Grantor either in law or in equity of, in or to the said premises and property and all easements, rights and powers relating to all or any part thereof or to the use thereof. All and singular the rights, easements, titles, issues, powers, estates and property hereby given, granted, bargained, sold and conveyed as aforesaid are herein called the "premises," it being the intention of the parties that all of the premises shall be and become a part of the real estate above specifically described.

To have and to hold the above granted and bargained premises to the said grantee, its successors and assigns forever. And the Grantor covenants that at and until the execution and delivery of these presents, he is well seized of the above-described premises in fee simple, and has good right to bargain and sell the same in manner and form above written, and that the same are free from all encumbrances whatsoever; and that he will warrant and defend said premises, as above defined and described, to the said Grantee, its successors and assigns, forever, against all lawful claim or claims and demands whatsoever.

And, for a valuable consideration, each of the undersigned does also hereby remise, release and forever quitclaim, unto the Grantee all right and title of dower in the above-described premises.

WHEREAS the Grantor has executed and delivered to the Grantee his certain promissory note, of even date herewith, in the principal sum of EIGHTY THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$ 80,500.00), with interest from date, all in accordance with the terms set forth in said note.

And WHEREAS the Grantor further covenants and agrees that:

~~xxxxxxx will promptly pay the principal and interest on the indebtedness evidenced by the said note at the time and in the manner therein provided that in the case of this mortgage being paid before five years from the date hereof the same will be subject to a power of sale of xxxxxx of the original or from the record payable to The Superior Savings Association~~

2. In order more fully to protect the security of this deed, he will pay to the Grantee, at the time each monthly installment of principal and interest becomes due, together with, and in addition to, such payments of principal and interest, the following sums:

An installment of the taxes and special assessments levied or to be levied against the premises covered by this deed, and an installment of the premium or premiums that will become due and payable to renew the insurance on the premises covered hereby against loss by fire and such other hazards as may reasonably be required by the Grantee, in amounts, and in a company or companies, satisfactory to the Grantee. Such installments shall be equal, respectively, to the estimated premium or premiums for such insurance and taxes and assessments next due (as estimated by the Grantee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become due. The Grantee shall hold the monthly payments, without interest, for the payment of such premium or premiums and taxes and assessments when due, to the extent of the funds so held.

All payments mentioned in the preceding subsection of this paragraph shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment.

Any deficiency in the amount of such aggregate monthly payments shall, unless made good by the Grantor prior to the due date of the next such payments, constitute an event of default under this deed.

3. If the total of the payments made by the Grantor under paragraph 2 preceding shall exceed the amount of the payments actually made by the Grantee for taxes, assessments and insurance premiums, as the case may be, such excess shall be credited by the Grantee on subsequent payments of the same nature to be made by the Grantor. If, however, the monthly payments made by the Grantor under such subsection shall not be sufficient to pay taxes or assessments or insurance premiums, when the same shall become due and payable, then the Grantor shall pay to the Grantee any amount necessary to make up the deficiency, on or before the date when payment of such taxes, assessments or insurance premiums shall be due. If at any time the Grantor shall tender to the Grantee, in accordance with the provisions of said note, full payment of the entire indebtedness represented thereby, the Grantee shall, in computing the amount of such indebtedness, credit to the account of the Grantor any balance remaining in the funds accumulated under the provisions of paragraph 2. If there shall be a default under any of the provisions of this deed, the Grantee shall be, and hereby is, authorized and empowered to apply, at its option, the balance then remaining in the funds accumulated under such paragraph 2 as a credit against the amount of principal or interest then remaining unpaid under said note.

4. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines or impositions, levied upon said premises, or upon the interest of the Grantee in and to said premises, or the obligation secured hereby, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof on the Grantee, whether or not provision has been made heretofore and he will promptly deliver the official receipts therefor to the Grantee.

5. The Grantee, its successors or assigns, shall have the right at its option to pay any taxes, assessments, water rents, and other governmental or municipal charges, fines or impositions, which the Grantor has agreed to pay under paragraph 4, above, and to make any payments hereinabove provided to be made by the Grantor in paragraph 2 hereof, and any amount so paid by the Grantee shall then be added to the principal debt named herein and bear interest at highest lawful rate of interest permitted by contract in Ohio, payable monthly, from the date of such payment, and be secured by this deed, and Grantee shall be subrogated to any and all liens for the amounts so paid.

6. And Grantor further agrees in addition to the above and in the event of Grantor's failure to comply with any or all of said promises and agreements hereinabove set forth, then Grantee shall be and hereby is authorized and empowered at its option, and without obligation to do so, if in its joint opinion it is necessary to enter or have its agents enter upon premises whenever reasonably necessary for the purpose of inspecting premises or making such repairs or installations as it deems necessary to preserve premises or protect the same from vandalism, without thereby becoming liable as a trespasser of mortgagee in possession, and to pay for such repairs and installations; and Grantor agrees that Grantee shall thereupon have a claim against Grantor for all sums paid by it for such insurance, water rents, sewer service charges, and other governmental or municipal charges and rates, taxes, assessments, and reassessments, appraisals, reappraisals, extensions of title, repairs and installations, together with a lien upon premises for the sums so paid, plus interest at applicable rate as aforesaid.

7. All policies of insurance, as hereinbefore provided for, shall be deposited with the Grantee, and shall contain a standard mortgage clause with loss payable to the Grantee, as its interest may appear. Any moneys paid pursuant to such insurance contract, may, at the action of the Grantee, be applied to the indebtedness then remaining unpaid, or may be released to the Grantor for the purpose of rebuilding or repairing the damage premises.

8. He will keep the mortgaged premises in as good order and condition as they are now, and will not commit or permit

waste, reasonable wear and tear excepted.

9. In case Grantor shall () default in the payment of any indebtedness hereby secured, according to the tenor of said promissory note or according to the provisions hereof, or in case Grantor shall fail to perform any one or more of the covenants herein contained on his part to be performed, or in case in any judicial proceeding by a party other than Grantee a receiver shall be appointed for Grantor or his property, or in case in any judicial proceeding and order, judgment or decree shall be entered for the sale or the sequestration of the premises or any part thereof, or in case Grantor shall sell or otherwise dispose of the premises, or any substantial part thereof, without the consent of the Grantee, then and in any such events Grantee may at its election declare the entire indebtedness hereby secured to be immediately due and payable, without notice to Grantor, (which notice Grantor hereby expressly waives) and upon any such declaration the entire indebtedness hereby secured shall be immediately due and payable, any thing herein or in said promissory note contained to the contrary notwithstanding.

10. That this mortgage shall secure any unpaid balances of advances made with respect to premises for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of premises; that Grantee shall have the benefit of all statutes now existing or henceforth enacted to assure repayment of any such future advances plus interest thereon; that to secure the payment of said original indebtedness and future advances Grantee shall also have a lien upon all other personal property and securities now or hereafter in its possession belonging to Grantor; that Grantee may pursue its rights upon aforementioned note and any note or instruments hereafter executed to evidence any future advances without first exhausting its rights hereunder, that all rights, powers and remedies conferred upon for Grantee herein are in addition to each and every other right which Grantee has hereunder in equity or by law, and may be enforced concurrently therewith; that Grantee shall be subrogated to the rights and seniority of any prior lien paid or released by reason of the application thereon of any of the proceeds hereof, and that each and all of the covenants, agreements, and provisions hereof shall bind the respective heirs, executors, administrators, successors, and assigns of Grantor and Grantee herein, and all others who subsequently acquire any rights, title, or interest in premises, or to the within mortgage and the promissory note secured hereby.

11. Upon a default in any of the terms of the note secured hereby, or upon a breach of any condition or covenant of this deed, the rents of the real estate herein described shall immediately accrue to the benefit of the Grantee, and such rents shall be immediately payable to the Grantee.

12. Upon any default in the note secured hereby, or under this deed, foreclosure proceedings may be instituted, at the option of the Grantee. In any such action, the Grantee shall be entitled, without notice and without regard to the adequacy of the security of the debt, to the appointment of a receiver of the rents and profits of the mortgaged premises.

13. The Grantee is authorized and empowered to do all things provided to be done by a mortgagee under Section 1311-14 of the Revised General Code of Ohio, and under the act of the legislature passed May 27, 1915, 106 Ohio Laws, Pages 522-534, and any amendments or supplements thereto.

14. No waiver by the Grantee of any breach of any covenant of the Grantor herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant herein contained.

NOW, THEREFORE, THE CONDITION OF THIS DEED IS:

That if the Grantor shall punctually pay all indebtedness secured hereby according to the tenor of the said promissory note and the covenants of the Grantor herein contained, and shall punctually perform the Grantor's covenants herein contained, then this deed shall become null and void; otherwise the same shall remain in full force and effect.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set its hand, this 25 day of Sept., A.D. 1986

Signed, acknowledged and delivered in the presence of

MIG CAN INVESTMENT, A Partnership

Phyllis Hilger
William H. Stein

By: *Joseph Migliorini*
Joseph Migliorini, Partner

By: *Frank Cangemi*
Frank Cangemi, Partner

STATE OF OHIO
COUNTY OF Cuyahoga

ss:

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared the above-named, MIG CAN INVESTMENT, A Partnership, By its Partner Joseph Migliorini and its Partner Frank Cangemi Grantor in the above mortgage deed, and severally acknowledged that they did sign the foregoing mortgage deed and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto signed my name, and affixed my official seal, this 25 day of Sept., A.D. 1986

Rosemarie C. Gentile

ROSEMARIE C. GENTILE
Notary Public, State of Ohio
County of Cuyahoga
My Comm. Expires 07-25-89

This instrument prepared by:
SUPERIOR SAVINGS ASSOCIATION

14 – WARRANTY DEED

**MIG CAN INVESTMENTS
TO
PARKVIEW DEVELOPMENT, INC.**

Know all Men by these Presents

That **MIG CAN INVESTMENTS** ^{an OHIO} _{partnership}, the Grantor
who claim title by or through instrument, recorded in Volume Page

County Recorder's Office, for the consideration of Ten and 00/100
Dollars (\$ 10.00)

received to its full satisfaction of
PARKVIEW DEVELOPMENT, INC.

whose TAX MAILING ADDRESS will be 6001-D Landerhaven Drive
Cleveland, Ohio 44124 does

Give Grant, Receive, Sell and Convey unto the said Grantee, its
heirs and assigns, the following described premises, situated in the City of
Macedonia, County of Summit and State of Ohio:

and known as being a part of Original Lot 4, Tract 1 Middle, (formerly in the Town-
ship of Twinsburg) which is bounded and described as follows:
Beginning at an iron bar marking the Northwest corner of said Lot 4, Tract 1 Middle
and the centerline of Shepard Road;
Thence South 00° 03' 00" West along the centerline of Shepard Road (50 feet wide)
a distance of 478.67 feet to a point;
Thence South 89° 09' 33" East (passing over an iron pin set 25.00 feet from said
centerline) a distance of 592.00 feet to an iron pin set;
Thence South 00° 03' 00" West a distance of 387.54 feet to an iron pin set;
Thence North 89° 09' 33" West a distance of 590.53 feet (passing over an iron pin
set, 25.00 feet from said centerline) to a point and the centerline of Shepard Road;
Thence South 00° 24' 47" East a distance of 593.89 feet to an angle point in said
centerline;
Thence continuing along the centerline of Shepard Road South 00° 04' 54" West, a
distance of 6.52 feet to a point;
Thence South 89° 09' 33" East a distance of 240.00 feet to an iron pin set;
Thence South 55° 00' 00" East a distance of 252.98 feet to a point;
Thence North 49° 12' 24" East a distance of 340.37 feet to a point of curvature;
Thence along an arc of a curve deflecting to the left, a distance of 166.86 feet
said curve having a radius of 306.75 feet and a chord distance of 166.79 feet that
bears South 73° 54' 29" East to a point of compound curvature;
Thence along an arc of a curve deflecting to the right, a distance of 47.12 feet said
curve having a radius of 30.00 feet and a chord distance of 42.43 feet that bears
South 44° 40' 41" East to a point of tangency;
Thence South 00° 19' 19" West a distance of 249.73 feet to a point;
Thence South 89° 09' 33" East a distance of 260.01 feet to an iron pin set;
Thence North 00° 19' 19" East a distance of 1692.27 feet to an iron pin set and the
North line of Lot 4, Tract 1 Middle;
Thence North 88° 31' 16" West a distance of 1168.27 feet to the place of beginning
and containing 35.4161 Acres of land, be the same, more or less, but subject to all
legal highways and easements of record, according to a survey made by Northcoast
Engineering and Surveying Co., Inc. made in January, 1993.

4-15-93
TWINS
1/22/93
Description Approved:
TAX MAP DEPARTMENT

COUNTY OF SUMMIT
171-00021-01-002.000 PART
33-02940

No. 5126
CERTIFICATE OF PARTNERSHIP
FILED 9/26/93
Recorded - Vol. 30 Pg. 501
OR. Pg. RALPH JAMES
Recorder
County of Summit

SURETY TITLE
1010 LEADER BLDG.
CLEVELAND, OH 44113

Surety Title Agency, Inc.
ORDER NO. ST 13824 1116
ESCRROW NO. 93-76
ME 4265

Date 4-15-93 By Dep. *[Signature]*
be the same, more or less, but subject to all legal highways.

OR1279-679

the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its heirs and assigns forever.

And, Mig Can Investments the said Grantor, do for itself and its heirs, executors and administrators, covenant with the said Grantee, its heirs and assigns that at and until the encasing of these presents, Mig Can Investments well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever.

C57132

TRANSFERRED IN COMPLIANCE WITH SEC. 519.02 REV. CODE

Consideration \$ 120000 FEE BY [Signature] Deputy Auditor

Approved by the Planning Commission, City of Macedonia, Ohio. No Plat Required. [Signature] Signature

and that it will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its heirs and assigns, against all lawful claims and demands whatsoever.

And for valuable consideration

do hereby remise, release and forever quit-claim unto the said Grantee, its heirs and assigns, all right and expectancy of interest in the above described premises.

In Witness Whereof We have hereunto set our hands, the 23rd day of March and Ninety-three, in the year of our Lord one thousand nine hundred

Signed and acknowledged in presence of

[Signature] John R. Hale G. E. Durant

MIG CAN INVESTMENTS by [Signature] JOSEPH MIGLIORINI FRANK CANGEMI

State of Ohio

Cuyahoga County, ss. Before me, a Notary Public in and for said County and State, personally appeared the above named MIG CAN INVESTMENTS, an OHIO partnership Joseph Migliorini and Frank Cangemi

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Bedford Heights, Ohio this 23rd day of March A. D. 1993

This instrument prepared by: DALE S. ECONOMUS, Attorney at Law 10360 Northfield Road, Northfield, OH (216) 467-8571

[Signature] G. E. DURANT

Notary Public for the State of Ohio My Commission Expires Nov. 22, 1993 Recorded in Cuyahoga County



MIG CAN INVESTMENTS

TO

PARKVIEW DEVELOPMENT, INC.

County Auditor [Signature] County of [Signature] Ohio

Received for Record on the [Signature] day of [Signature] at [Signature] and recorded at [Signature] Bedd Bank

COUNTY RECORDER

Recorders Fee \$

This instrument prepared by DALE S. ECONOMUS, ATTORNEY AT LAW 10360 Northfield Road, Northfield, OH

OR1279-680

Together with all of the buildings and improvements now or hereafter erected thereon, including all trees, shrubs, landscaping, gas and electric fixtures, screens, awnings, storm sash, floor coverings, plumbing apparatus, motors, water heaters, air conditioners, boilers, furnaces, ranges, refrigerators and all apparatus of a similar nature, whether affixed to the premises or merely placed therein, which is now or which may hereafter be placed in any building or improvement now or hereafter on the property, together with all the estate, right, title and interest of the said Grantor in and to said property, and the rents, issues and profits thereof, all of which are hereby assigned, transferred and set over unto the Grantee, including all rents, issues and profits now due or which may hereafter become due, it being the intention hereby to transfer and assign to the Grantee all the avails, rents, issues and profits of said premises, and the same shall be applied first, to the payment of all costs and expenses of acting under such assignment, and second, to the payment of any indebtedness then due and secured hereby.

And for valuable consideration, each of the undersigned does hereby remise, release and forever quitclaim unto the said Grantee, its successors and assigns, all right, title and expectancy of dower, and all Homestead rights and Exemptions and any other statutory allowances whatsoever in the above described premises.

This mortgage is given, upon the statutory condition, to secure Grantor's promissory note, executed and delivered to Grantee of even date herewith, in the principal sum of

-----ONE MILLION ONE HUNDRED FIFTY THOUSAND AND 00/100-----Dollars (\$1,150,000.00) with interest as provided therein, Grantor hereby acknowledging receipt from Grantee of a sum equal to said principal sum, and the last payment of principal and interest on said note to be due and payable two years from date; to secure the unpaid balance of loan advances made by the holder of this mortgage at the request of the Grantor or his successor in title after this mortgage is delivered to the Recorder for record, to the extent that the unpaid balance of said note and of said advances, in the aggregate and exclusive of interest accrued thereon, do not exceed the MAXIMUM INDEBTEDNESS, hereinbefore defined, at any time; and to secure unpaid balances of advances made by the holder of this mortgage after it is delivered to the Recorder for record in order to protect the mortgaged premises. The loan advances, made by the holder at the request of the Grantor or his successor in title after this mortgage is delivered to the Recorder for record, shall be evidenced by an additional promissory note, or by a written instrument, hereinafter called an EXTENSION AGREEMENT, signed by the borrower and amending the terms of the aforesaid promissory note. Nothing herein contained shall be construed as requiring the Grantee to make any loans other than those actually hereunder.

The Grantor further covenants and agrees as follows:

1. He will promptly pay the principal of and interest on the indebtedness evidenced by the said note(s), or Extension Agreement at the time and in the manner therein provided.
2. He will, when required by the Grantee, assign to the Grantee as additional collateral for a loan on the security of real estate, life insurance policy or policies on the life of the Grantor, and upon default of any premium on said life insurance, the Grantee may advance such premium and add the premium so advanced to the unpaid balance of the loan.
3. He will secure and maintain a policy of fire and extended coverage insurance on the mortgaged premises in a sum not less than the amount secured by the mortgage, written by a company acceptable to Grantee. In the event Grantor fails to pay the premiums of said policy as they come due, Grantee may pay said overdue premiums without notice to Grantor and add the amount thereof to the principal balance of the promissory note(s) or Extension Agreement. Upon notice of default of this paragraph, Grantee may, without notice to Grantor, take such action as it deems necessary to adequately insure the mortgaged premises and may add the cost thereof to the said principal balance. All policies of insurance required hereunder shall, at the option of the Grantee, be deposited with the Grantee, and shall contain a standard mortgage clause with loss payable to the Grantee, as its interest may appear. Any moneys paid pursuant to such insurance contract may, at the election of the Grantee, be applied to the indebtedness then remaining unpaid, or may be released to the Grantor for the purpose of rebuilding or repairing the damaged premises.
4. He will keep mortgaged premises in as good order and condition as they are now, and will not commit or permit waste, reasonable wear and tear excepted. In the event any portion of the above granted and bargained premises as hereinbefore defined, shall fall into disrepair, the Grantee may, at its option, enter into and on the premises and repair them without notice and without regard to the adequacy of the security of the debt. The Grantor hereby gives to the Grantee full power and authority to make such entry and to enter into such contracts or arrangements as may be necessary to repair said premises; and monies expended by the Grantee in connection with such repairs shall be added to the principal amount of said loan and secured by these presents, and shall bear interest at the rate set forth in the note(s) or Extension Agreement.
5. That continued ownership of the complete fee of the aforescribed premises by him is intended as a valuable part of the security for the payment of the aforesaid note, and he further agrees not to sell, encumber or convey (either by land contract, second mortgage, deed, or any means whatsoever) the aforescribed premises, in whole or in part, without first obtaining the written consent of the Grantee. Said Grantor further agrees that he will not subject said property to any junior lien by way of judgment, execution, attachment, or other legal process. If there shall be any change in the ownership of the premises covered hereby without the written consent of the Grantee, or if the said property is encumbered by a junior lien as above described, the entire principal and all accrued interest shall become due and payable at the election of the Grantee, notice of which is hereby waived by the Grantor, and foreclosure proceeding may be instituted hereon. The consent of the Grantee to a change in ownership or to the assumption of this mortgage by any subsequent owner or Grantee of the herein described premises, or any extension of time granted such subsequent owner or Grantee for the payment of the indebtedness secured by this mortgage, or the release of any part of the premises herein described from the lien of this mortgage, shall in no way release the Grantor from liability for the said indebtedness. It is further agreed that, in the event of change in ownership of the premises, the Grantee may, without notice to the Grantor, deal with the successor(s) in interest, with reference to this mortgage, extend the time of said mortgage, forbear to sue and do all things authorized as a Grantee, as in these conditions provided, without discharging or in any way affecting the liability of the Grantor hereunder, or upon the debt hereby secured.
6. In the event the property hereinabove described, in whole or in part, shall be taken by condemnation, or by any other act of governmental or quasi-governmental authority, Grantee is hereby empowered to collect and receive all compensation, damages or awards which may be paid for any property taken, or for damages to any property not taken, without respect to the amount involved, and apply such amount received, at its election, to the immediate reduction of the indebtedness secured hereby, or to the restoration and repair of any property damage; providing, however, that any excess over the amount of the indebtedness secured by this mortgage, including accrued interest, shall be delivered to the Grantor or his assignee. The determination as to such application of funds rests solely with the Grantee, the same being understood and agreed by and between the parties hereto.
7. No labor or materials has been performed or furnished to the premises (nor to the contiguous premises owned by Grantor) and will not be within 60 days immediately prior to filing this instrument for record.
8. In case Grantor shall make default in the payment of any indebtedness hereby secured, according to the tenor of said promissory note(s) or Extension Agreement or according to the provision hereof, or in case Grantor shall fail to perform any one or more of the covenants herein contained on his part to be performed, or in case in any judicial proceeding by any one or more of the covenants herein contained on his part to be performed, or in case in any judicial proceeding a party other than Grantee a receiver shall be appointed for Grantor or his property, or in case in any judicial proceeding an order, judgment or decree shall be entered for the sale or the sequestration of the premises or any part thereof.

OR 1279 - 683

number and gender appropriate to the first designation of the parties.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand, this 24th day of March, 19 93

Signed, acknowledged and delivered in the presence of

PARKVIEW DEVELOPMENT, INC.

G.E. Durant
John R. Male
G.E. Durant
John R. Male

By James S. Teresi, President
By Anthony G. Teresi, Vice President

STATE OF OHIO } as: (INDIVIDUAL)
COUNTY OF CUYAHOGA

Before me, a Notary Public in and for said State and County, personally appeared the above named,

Grantor in the above mortgage deed, who severally acknowledged that did sign the foregoing mortgage deed and that same is free act and deed. In TESTIMONY WHEREOF, I have hereunto set my hand and official seal, within said county, this day of 19

Notary Public

STATE OF OHIO } as: (PARTNERSHIP)
COUNTY OF CUYAHOGA

Before me, a Notary Public in and for said State and County, personally appeared the above named,

Partnership which is Grantor of the foregoing mortgage deed, by and by both of whom are general partners therein, who acknowledged that they did sign the foregoing instrument as such partners on behalf of said partnership and by authority of all of the partners and that the same is the free act and deed of said partnership and the free act and deed of each of them individually and as such partners.

In TESTIMONY WHEREOF, I have hereunto set my hand and official seal, within said county, this day of 19

Notary Public

STATE OF OHIO } as: (CORPORATION)
COUNTY OF CUYAHOGA

Before me, a Notary Public in and for said State and County, personally appeared the above named, PARKVIEW DEVELOPMENT, INC. the Corporation which is the Grantor of the foregoing mortgage deed, by James S. Teresi, its President and Anthony G. Teresi, its Vice President who acknowledged that they did sign the foregoing instrument as such officers on behalf of said corporation and by authority of its board of directors, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

In TESTIMONY WHEREOF, I have hereunto set my hand and official seal, within said county, this 24th day of March, 19 93.

G.E. Durant
Notary Public

THIS INSTRUMENT WAS PREPARED BY
PARK VIEW FEDERAL SAVINGS BANK

G.E. DURANT
Notary Public For The State of Ohio
My Commission Expires Nov. 22, 1893
Recorded in Cuyahoga County

COUNTY OF SUMMIT
RECEIVED & RECORDED

OR 1279-686

828460

O.R. _____ PG 686-688

93 APR 15 PM 2:34

RALPH JAMES - RECORDER

FEE \$ 10.00.

MAIL TO:

~~X~~

DOCUMENT NUMBER

OFFICIAL RECORD
(DO NOT REMOVE FROM RECORD
(PAGE 1 OF RECORD)

COUNTY OF SUMMIT

No. 5726
CERTIFICATE OF PARTNERSHIP

FILED 9/26/1956
Recorded - Vol. 30 Pg. 501

OR. _____ Pg. _____
RALPH JAMES
Recorder
County of Summit

OR 1279-686

Date 4/15/93 By Dep. [Signature]

15 – MORTGAGE DEED

**PARKVIEW DEVELOPMENT, INC.
TO PARKVIEW FEDERAL SAVINGS BANK**

16 – MORTGAGE DEED

**PARVIEW DEVELOPMENT, INC. TO
MIG-CAN INVESTMENTS**

Know all Men by these Presents

That, **PARKVIEW DEVELOPMENT, INC.**

, the Grantor ,

for the consideration of Four Hundred Thirty Thousand _____ Dollars, (\$430,000.00 *) received to its full satisfaction of

MIG CAN INVESTMENTS, an Ohio partnership

, the Grantee , does

Give, Grant, Bargain, Sell and Convey unto the said Grantee , its heirs and assigns, the following described premises, situated in the City of Macedonia , County of Summit and State of Ohio:

and known as being a part of Original Lot 4, Tract 1 Middle, (formerly in the Township of Twinsburg) which is bounded and described as follows:
 Beginning at an iron bar marking the Northwest corner of said Lot 4, Tract 1 Middle and the centerline of Shepard Road;
 Thence South 00° 03' 00" West along the centerline of Shepard Road (50 feet wide) a distance of 478.67 feet to a point;
 Thence South 89° 09' 33" East (passing over an iron pin set 25.00 feet from said centerline) a distance of 592.00 feet to an iron pin set;
 Thence South 00° 03' 00" West a distance of 387.54 feet to an iron pin set;
 Thence North 89° 09' 33" West a distance of 590.63 feet (passing over an iron pin set, 25.00 feet from said centerline) to a point and the centerline of Shepard Road;
 Thence South 00° 24' 47" East a distance of 593.49 feet to an angle point in said centerline;
 Thence continuing along the centerline of Shepard Road South 00° 04' 54" West, a distance of 6.52 feet to a point;
 Thence South 89° 09' 33" East a distance of 240.00 feet to an iron pin set;
 Thence South 55° 00' 00" East a distance of 252.98 feet to a point;
 Thence North 49° 12' 24" East a distance of 340.37 feet to a point of curvature;
 Thence along an arc of a curve deflecting to the left, a distance of 168.86 feet said curve having a radius of 306.75 feet and a chord distance of 166.73 feet that bears South 73° 54' 29" East to a point of compound curvature;
 Thence along an arc of a curve deflecting to the right, a distance of 47.12 feet said curve having a radius of 30.00 feet and a chord distance of 42.43 feet that bears South 44° 40' 41" East to a point of tangency;
 Thence South 00° 19' 19" West a distance of 249.73 feet to a point;
 Thence South 89° 09' 33" East a distance of 260.01 feet to an iron pin set;
 Thence North 00° 19' 19" East a distance of 1692.27 feet to an iron pin set and the North line of Lot 4, Tract 1 Middle; Thence North 88° 31' 16" West a distance of 1168.27 feet to the place of beginning and containing 35.4161 Acres of land,
 be the same more or less, but subject to all legal highways, and easements of record, according to a survey made by Northcoast Engineering and Surveying Co., Inc. made 01/93. ~~To Have and to Hold~~ the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee , its heirs and assigns forever.
 And Parkview Development, Inc. the said Grantor , do for itself and its heirs, executors and administrators, covenant with the said Grantee , its heirs and assigns, that at and until the ensembling of these presents, Parkview Development, Inc. well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever

and that it will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee , its heirs and assigns, against all lawful claims and demands whatsoever

And for valuable consideration—

do hereby remise, release and forever quit-claim unto the said Grantee , its heirs and assigns, all right and expectancy of ~~lower~~ in the above described premises.

The condition of this Deed is such, That whereas the said Parkview Development, Inc.

has executed and delivered to the said Mig Can Investments a certain Promissory Note Plus other considerations referenced in the attached Agreement

John
Call back tomorrow

6
8399

MIG 4215
 * SURETY TITLE
 1010 LEADER BLDG.
 CLEVELAND, OH 44114

ORDER NO. 57-13727
 ESCROW NO. 93-177C
 11/11

OR1279-687

11279-688

in the amount of Four Hundred Thirty Thousand Dollars (\$430,000.00) plus other considerations referenced in the attached Agreement.

Now, if the said Parkview Development, Inc.

heirs, assigns, executors or administrators, shall well and truly pay the aforesaid Promissory Note to the said Mig Can Investments according to the tenor thereof,

its heirs and assigns, then the above deed shall be void; otherwise the same shall remain in full force and virtue in law.

In Witness Whereof, We have hereunto set our hands, the 24th day of March, in the year of our Lord one thousand nine hundred and Ninety-three

Signed and acknowledged in presence of
D.E. Durant
John R. Male
John R. Male

PARKVIEW DEVELOPMENT, INC. by:
James S. Teresi
Anthony Teresi

Delivered
835-4646

State of Ohio, County of Cuyahoga, Before me, a Notary Public in and for said County and State, personally appeared the above named James S. Teresi and Anthony Teresi

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Cleveland, Ohio this 24th day of March, A. D. 1993

This instrument prepared by
DALE S. ECONOMUS, Attorney at Law
10360 Northfield Road
Northfield, Ohio 44067
(216) 467-8571

D.E. Durant
D E DURANT
Notary Public in the State of Ohio
My Commission Expires Nov. 22, 1993
Recorded in Cuyahoga County

The conditions of this mortgage have been complied with, and the same is hereby Satisfied and Discharged.



PARKVIEW DEVELOPMENT, INC.

TO

MIG CAN INVESTMENTS

Dated: 19

State of Ohio

County of

Received for Record on the

day of 19

at o'clock M.

and Recorded 19 in

Mortgage Book Page

COUNTY RECORD

Records Fee \$

This instrument prepared by:
DALE S. ECONOMUS, Attorney at Law
10360 Northfield Road, Northfield, OH 44067
(216) 467-8571

17 – CONSTRUCTION AGREEMENT

**JAMES AND ANTHONY TERESI
AND
THE CITY OF MACEDONIA**

CONSTRUCTION AGREEMENT

PARKVIEW ESTATES SUBDIVISION

THIS CONSTRUCTION AGREEMENT made and concluded at Macedonia Ohio, this 22 day of July, 1993 by and between JAMES S. & ANTHONY TERESI, Trustees hereinafter designated as "Developer", and the City of Macedonia, Ohio, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, Developer has presented to City for approval a proposed plat of certain lands to be known as PARKVIEW ESTATES Subdivision in the City of Macedonia, Ohio; and

WHEREAS, a condition of approval of said plat and the opening and improvement of streets in said Subdivision in accordance with applicable laws and ordinances pertaining thereto in said Subdivisions, sanitary and storm sewers, certain street paving, drainage, curbing, waterlines, sidewalks, seeding, street lights, monuments, etc. are to be installed all in accordance with plans, specifications and profiles as approved by the Engineer of City, employing materials and workmanship satisfactory to said Engineer and subject to inspection as hereinafter provided.

NOW, THEREFORE, in consideration of the approval granted by City and the performance by Developer of said work in compliance with the ordinance of City pertaining thereto, it is agreed by and between the parties:

1. Developer agrees to perform all improvements in PARKVIEW ESTATES Subdivision required by (and defined in) the City Subdivision Regulations COM 1101-1129 and in accordance with the plans and specifications as approved by the City Engineer; said improvements to be constructed in a manner satisfactory to the City Engineer.

2. Whenever any work is to performed on any of the said improvements in said proposed Subdivision, Developer will notify the Engineer of the City, so that an inspector on behalf of City may be present at all times when said work is being performed.

3. Developer and any contractors engaged in said work shall permit an official City inspector(s) or any other properly designated person(s) by the City to have full access to the premises, an opportunity to inspect the materials used, the method of performances, the progress of said work, testing and recording of such observations.

4. In the event said inspector of the Engineer of City shall refuse to approve any materials or work proposed to be used or used in said work or manner in which said work is performed upon written notice of Developer and/or any contractor

proper person(s), the work shall be discontinued immediately and if continued, it shall be at the sole risk and expense of Developer and/or its contractor or its contractors and shall thereafter be subject to such correction as City may deem necessary in order to comply with codes, ordinances, laws and the plans, specifications and profiles for said work as approved by the City.

5. The cost of inspection of said work and any legal, administration, engineering or other expense incurred in connection with this Agreement, the performance of the work or the enforcement of the provisions or legislation of the City respecting the same shall be paid by Developer through a revolving fund deposited by Developer with the City for this purpose. This fund shall have an initial deposit of \$4,000.00 and be maintained with not less than a balance of \$1,000.00. The Finance Director will notify Developer prior to making any disbursements from said fund, and any unused funds will be refunded to Developer at the end of the work.

6. Developer shall indemnify and hold harmless City, its agents, its engineer and employees of and from any and all loss, cost, expense, claims, demands, actions and causes of action arising out of the performance of said work, except such as may be directly caused or occasioned by the negligence of City, its officers, agents or servants, in the scope of their duties. Developer shall maintain with the City copies of Public Liability and Property Damage Insurances in the amounts of \$1,000,000/\$500,000 respectively covering said project, which policies shall have the City as an additional insured relative to the subject subdivision.

7. Performance guarantees and maintenance guarantees as required by the Subdivision Regulations shall be posted in amounts determined by the City Engineer. Such guarantees shall be approved by the Law Director, and accepted by the City. Developer agrees to ensure said guarantees remain fully effective until released by the City. Further, no improvements shall be commenced until such guarantees are posted and accepted.

8. Developer agrees to complete all improvements within 18 months. If the specified improvements are not completed within such time, the City, upon proper notice, may complete the improvements and recover full costs and expenses thereon from Developer and may appropriate such portion of money or bonds posted for the faithful performance of said works. No improvements shall be accepted and approved by City until the City Engineer certifies completion.

9. The Developer shall be and remain responsible to the City during construction and for a period of one (1) year after final acceptance in writing thereof by the City in regard to sewers, water systems and street lighting (but two years in regards to streets, sidewalks, and pavement), for any defect in the material and/or workmanship in the construction and installation of said improvements, for any failure of duty to maintain improvements as specified in the Subdivision Regulations and any loss or costs or expense incurred by City by reason of such defect or failure on the part of Developer, its agents or contractors, to construct install or maintain the same in accordance with any applicable laws, ordinances or rules and regulations relating thereto. Developer will, without expense to City, correct or remedy such defect. Failing within fourteen (14) days after written notice to correct such defect, the City may correct or remedy such defect at the expense of Developer, and Developer will indemnify and save City harmless of and from any cost and expense in connection therewith. Developer shall post a maintenance guarantee with the City to take effect at the time the performance guarantee is released and the work is accepted by the City; the City may appropriate such portion of said guarantee as is necessary to indemnify itself for the costs of correcting defects in workmanship or failure to maintain improvements as is required herein and in the Subdivision Regulations.

10. If during the course of work on improvements, the City Engineer certifies the necessity to correct work already done or to do additional work in order to effectuate properly the plan of development, such work shall be done by Developer and/or his contractor at the sole expense of Developer. If such extra work shall not be undertaken immediately by Developer, Developer agrees to post security acceptable to the City Law Director in the amount of 100% of the amount of work to be done. Any costs of administering this agreement shall be paid by Developer, to be deposited with City as described above, in a separate account with the Finance Department.

11. The provisions of this Construction Agreement and any acts or proceedings thereunder by any of its officers or employees shall not constitute or be construed as constituting City as the agent of Developer or any contractor, subcontractor or person or persons furnishing labor or material on or for the improvements referred to herein, and City and its officers and employees and City Engineer and his employees are hereby relieved and discharged of and from any liability or responsibility therefor, except for fraud or willful misconduct.

12. The execution of this Agreement and any acts or proceedings of City or its officers or employees pursuant hereto shall not constitute or be construed as constituting an approval of the installation or construction of said improvements on lands covered thereby until all requirements of law and the ordinances of City relating thereto have been fully complied with by Developer. Acceptance of improvements must be effected by ordinance of Council.

13. Developer further states that it has secured the permission and approval of the construction drawings and plans from the Ohio Environmental Pollution Agency, the City of Cleveland Water Department and the Engineer of City and that he will cooperate with the utility companies and the City relative to the installation of said utilities within the Subdivision and which said plans have been approved by the City and Summit County Department of Environmental Services.

14. Developer warrants to the City that title to the lands within PARKVIEW ESTATES SUBDIVISION is vested to JAMES S. TERESI & ANTHONY G. TERESI, Developer shall deposit with the City, title insurance in the amount of One Thousand (\$1,000.00), meeting the approval of the Law Director, covering the lands to be dedicated showing good title shall be in the name of the City. Prior to recording by the Developer, the original plat, and all necessary covenants and restrictions to be recorded (which are attached hereto as Exhibit A and incorporated herein), naming the City as third party beneficiary shall be left with the City and shall not be released for recording until all procedural requirements required hereunder or specified in the ordinances of Macedonia are fulfilled and the form and the content of same approved.

15. Developer agrees not to commence any improvements required hereunder, to include grading and clearing of the land, until the City gives Developer written confirmation that all procedural requirements required hereunder or specified in the Ordinances of Macedonia have been fulfilled.

16. All other terms and conditions of enactments of City governing Subdivision development within the corporate limits now in effect are recognized by Developer as being part of its responsibility and within its required knowledge and are incorporated herein by reference as if reappearing in full herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers duly authorized in the premises the day and year first above written.

PARKVIEW ESTATES CORPORATION
JAMES S. TERESI AND
ANTHONY G. TERESI, TRUSTEE

Mary Hegdus
WITNESS

Mary Hegdus
WITNESS

James S. Teresi
JAMES S. TERESI

Anthony G. Teresi
ANTHONY G. TERESI

THE CITY OF MACEDONIA, OHIO

Josephine Arceci
WITNESS

Barry A. Blakeslee
WITNESS

Rosalie Karen
— JOSEPH MIGLIORINI, MAYOR—

MAYOR PRO TEMPORE
PRESIDENT OF COUNCIL ROSALIE KOREN

APPROVED AS TO FORM:

Joseph W. D'Amico Jr.
LAW DIRECTOR

18 – ORDINANCE NO. 50-1993

CITY OF MACEDONIA, OHIO
ORDINANCE NO. 50 -1993

INTRODUCED BY:

AN EMERGENCY ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A
CONSTRUCTION AGREEMENT WITH THE PARKVIEW ESTATES CORPORATION,
JAMES S. TERESI AND ANTHONY G. TERESI, TRUSTEES, RELATIVE TO
THE PARKVIEW ESTATES SUBDIVISION.

WHEREAS, the Parkview Estates Corporation, through James S. Teresi and Anthony G. Teresi, Trustees (hereinafter known as "Developer"), has presented to the City of Macedonia for approval, a proposed plat of certain lands to be known as Parkview Estates Subdivision in the City of Macedonia, County of Summit, Ohio; and

WHEREAS, the Codified Ordinances of the City of Macedonia mandate certain improvements as a condition for approval of this plat, and also mandate that a construction agreement be entered into between the Developer and the City; and

WHEREAS, the City Engineer has reviewed and approved said Construction Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. That the Mayor is hereby and herein authorized and directed to enter into a Construction Agreement with Parkview Estates Corporation, James S. Teresi and Anthony G. Teresi, Trustees, relative to the Parkview Estates Subdivision, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. WHEREFORE, this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, convenience and welfare of the City of Macedonia and the inhabitants thereof, for the reason that it provides for the daily operation of a municipal department, and provided it receives the affirmative vote of four (4) or more of the members elected or appointed to this Council, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: July 22, 1993

EFFECTIVE: July 22, 1993

POSTED: July 27, 1993

MAYOR: Joseph Migliorini
Joseph Migliorini

ATTEST: Josephine Arceci
Josephine Arceci, Clerk of Council

Joe signed
this ord. in
1993 - &
signed plat
as owner
in 1994.
Conflict of
interest.

Ord. No. 50 - 1993 passed on July 22, 1993 presented to council for the first time at that date. Council approved it on first reading and dispensed with the rule to read it in its entirety.

Comments made by Mayor:

"I want it noted for the record that Ord. No. 50-1993 refers to the property he owned but that the ownership transfer to Parkview Development Corporation and Teresi Builders on April 15, 1993. He asked that the President of Council execute the construction agreement to illustrate that no impropriety exists concerning this subdivision."

Page 294 of Council minutes

Ordinance was unanimously approved by five members of council. Menhardt was absent.

**19 – PARKVIEW DEVELOPMENT
HOMEOWNERS ASSOCIATION**

**DECLARATION OF COVENANTS AND
RESTRICTIONS**

OR1672-1254 ✓

PARKVIEW DEVELOPMENT HOMEOWNERS ASSOCIATION
DECLARATION OF
COVENANTS AND RESTRICTIONS

This Declaration of covenants and Restrictions made, executed, and delivered this 7th day of May, 1994, at the City of Macedonia, County of Summit, and State of Ohio by Parkview Development Corporation and Mig-Can Investments, an Ohio General Partnership (hereinafter referred to as the Grantor);

WITNESSETH

WHEREAS, Grantor is the owner of the parcels of real estate described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Grantor intends to utilize a portion of the real estate for the common benefit of all of the owners and occupants of the Subdivisions (as hereinafter described), and for the purpose of maintaining the center of the cul-de-sac and to landscape and preserve in its natural state a portion of the real estate as Grantor shall from time to time determine; and

WHEREAS, Grantor desires to establish a general plan for the use, occupancy, and enjoyment of the Subdivisions, for the preservation of the value and amenities of the Subdivisions, and for the maintenance of the common areas which Grantor may designate for the benefit of all owners and occupants, and, in connection therewith, to subject the real estate described in Exhibit A now owned by the Grantor to the covenants, restrictions, charges, liens, and obligations hereinafter set forth; and

NOW, THEREFORE, Grantor shall and does hereby declare that for the benefit of present and future owners, the real estate described in Exhibit A is and shall be used, held, occupied, transferred, sold, and/or conveyed subject to the following restrictions, reservations, and covenants:

SURETY TITLE
1010 LEADER BLDG
CLEVELAND OH 44114

1
Surety Title Agency, Inc.
Order No. ST 13724 DPC
Escrow No. _____

ARTICLE I
DEFINITIONS

1. LAND.
The term "Land" shall mean, initially, the real estate described in Exhibit A, and only the real estate described in Exhibit A shall be subject to this Declaration on the Recording Date.
2. PARKVIEW ESTATES.
The term "subdivision" as used herein shall mean the Land described in Exhibit A.
3. OWNER.
The term "Owner" shall mean any person who acquires title to a Lot subject to this Declaration.
4. LOT.
The term "Lot" shall mean that portion of the Land upon which a house is constructed or is to be constructed, and all Lots are depicted on the Plat (as such term is hereinafter defined). Each deed to an Owner shall include a legal description of the Lot conveyed to such Owner, and the Owner shall have fee simple title to the Lot described in Grantor's deed subject to all conditions, easements, and reservations of record, including, without limitation, those set forth in this instrument, as of the date of the conveyance of the Lot.
5. HOUSE.
The term "House" shall mean the single family dwelling which may from time to time be constructed upon a Lot.
6. COMMON AREAS.
The term "Common Areas" shall mean that portion of the land which the Grantor from time to time may designate to remain undeveloped or used for the entrance way of Parkview Estates and, which will be transferred by the Grantor to the Association pursuant to the terms of this Declaration.
7. ASSOCIATION.
The term "Association" shall mean an Ohio not-for-profit Corporation organized by the Grantor for the administration of the Common Areas and the enforcement of the terms of this Declaration.

9. SATELLITE DISHES.

No satellite dish may be erected on any Lot, unless installed in the backyard and properly screened from the view of the adjacent Lots; nor may a radio tower be erected on any Lot.

10. Corner Lots.

A corner lot that has an unusual topography or exceptional circumstance, may request approval from the developer that the garage door front or face a roadway. However, no front elevation of any house shall have a garage facing the roadway.

11. Abutment to Lake.

Sublots 37, 42, 43, 44, 45 shall constitute the properties that abut the lake. It is agreed that the five (5) properties will contribute their pro-rata share for the cost to install and maintain the lake area. This includes the initial costs for a fountain to be installed and any other improvements that are agreed to by the majority of the five (5) properties in question. The electricity costs to operate the pump and lighting shall be distributed among the five (5) properties equally.

ARTICLE III

BUILDING RESTRICTIONS

1. VARIANCE.

If, in the opinion of the Grantor or the Association, based upon the shape, dimension, and/or topography of any part of the Land or for any other satisfactory reason as determined by the Grantor or the Association, the enforcement of any of the provisions of this Declaration with respect to the character of a House or any other matter set forth in this Declaration, would work a hardship upon the Owner of that part of the Land, then the Grantor or the Association may modify this Declaration so as to permit different restrictions on any part of the Land or subdivide any and all of the Land if, in the judgement of the Grantor or the Association, such modification or subdivision will not do actual substantial material damage of any abutting or adjacent part of the Land.

2. ARCHITECTURAL COMPATIBILITY.

Grantor reserves the right to establish the architectural styles of the House to be erected upon all or any part of the Land, and nothing herein contained shall constitute a representation, warranty, or promise by Grantor that the Houses shall all be architecturally compatible.

OR1672-1284

PARKVIEW ESTATES SUBDIVISION

Situated in the City of Macedonia, County of Summit, and State of Ohio, and known as being Sublots No. 1 through 45 in Parkview Estates. As shown by the recorded Plat in Volume J, Page ~~724~~⁷²⁵ of Summit County Records, be the same more or less, but subject to all legal highways.

EXHIBIT A

OR1672-1285

IN WITNESS WHEREOF, Grantor has executed this instrument at the time and place hereinabove set forth.

Signed and Acknowledged in the presence of:

Mary Higgins
Witness

Joseph Arceci
Witness

Mary Higgins
Witness

Joseph Arceci
Witness

Mary Higgins
Witness

Joseph Arceci
Witness

Mary Higgins
Witness

Mary Higgins
Witness

PARKVIEW DEVELOPMENT CORPORATION

James S. Teresi
By: James S. Teresi

Anthony G. Teresi
By: Anthony G. Teresi

Mid-Can Investments, an Ohio General Partnership

Joseph Migliorini
By: Joseph Migliorini, Partner

Frank Cangemi
By: Frank Cangemi, Partner

State of Ohio)
County of)

The foregoing instrument was acknowledged this 9th day of May, 1994 by James S. Teresi, Anthony G. Teresi, officers of Parkview Development Corporation and Joseph Migliorini and Frank Cangemi, Partners of Mid-Can Investments, both individually and on behalf of corporation and partnership.

Mary Higgins
Notary Public

My commission Expires:

Date: May 6 1994

Approved by the Planning Commission
Macedonia, Ohio - No Plat Required

Nicholas J. Malton
Signature
Mayor PPD TEMP

Mary Higgins, Notary Public
State of Ohio
My commission Expires July 6, 1995

GUTOSKEY & ASSOCIATES, INC.
Civil Engineers and Surveyors

OR 1672-1206

LEGAL DESCRIPTION
PARKVIEW ESTATES SUBDIVISION

Situated in the City of Macedonia, County of Summit and State of Ohio, and known as being a part of Original Twinsburg Township Lot 4, Tract 1 Middle, and is further bounded and described as follows:

Beginning at an iron bar marking the Northwest corner of said Lot 4, Tract 1 Middle and the centerline of Shepard Road;

Thence South $00^{\circ} 03' 00''$ West along the centerline of Shepard Road (50 feet wide) a distance of 478.67 feet to a point;

Thence South $89^{\circ} 09' 33''$ East a distance of 592.00 feet to a point;

Thence South $00^{\circ} 03' 00''$ West a distance of 387.54 feet to a point;

Thence North $89^{\circ} 09' 33''$ West a distance of 590.63 feet to a point in the centerline of Shepard Road;

Thence South $00^{\circ} 24' 47''$ East a distance of 593.49 feet to an angle point in said centerline;

Thence continuing along the centerline of Shepard Road South $00^{\circ} 04' 54''$ West, a distance of 6.52 feet to a point;

Thence South $89^{\circ} 09' 33''$ East a distance of 240.00 feet to a point;

Thence South $55^{\circ} 00' 00''$ East a distance of 426.04 feet to a point;

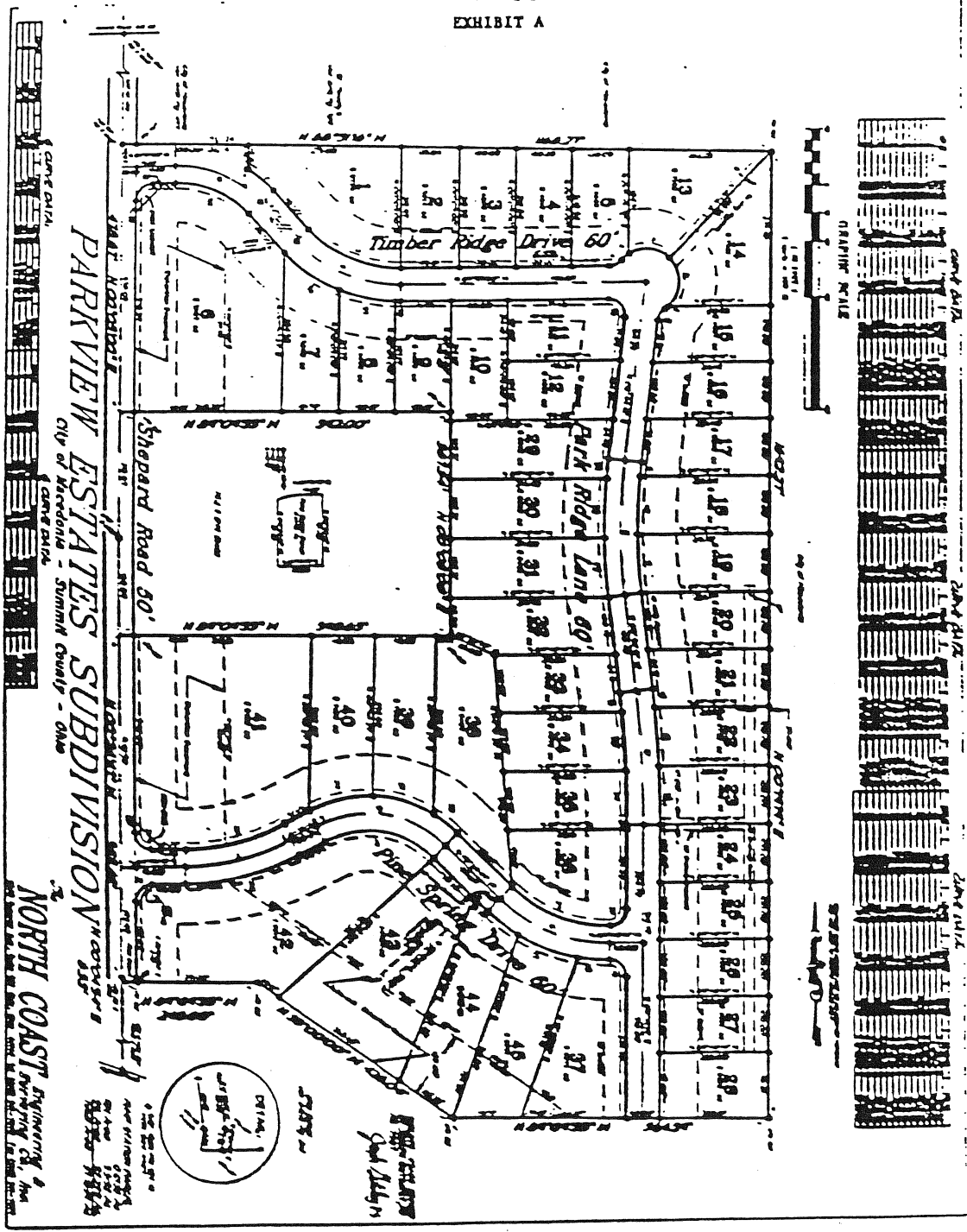
Thence South $89^{\circ} 09' 33''$ East a distance of 564.59 feet to a point;

Thence North $00^{\circ} 19' 19''$ East a distance of 1692.27 feet to a point in the North line of Lot 4, Tract 1 Middle;

Thence North $88^{\circ} 31' 16''$ West a distance of 1163.27 feet to the place of beginning and containing 37.7639 Acres of land, as calculated and described from existing records in April, 1994 by Joseph Gutoskey, PS 7567 of Gutoskey and Associates, Inc., be the same more or less but subject to all legal highways and easements of records. Bearings used herein

OR1672-1287

EXHIBIT A



PARKVIEW ESTATES SUBDIVISION

NORTH COAST ENGINEERING & ARCHITECTURE, INC.
1000 N. OREGON ST., SUITE 100
PORTLAND, OREGON 97227
503-255-1111

6
OR1727-1164

**AMENDMENT TO PARKVIEW DEVELOPMENT
HOMEOWNERS ASSOCIATION DECLARATION OF
COVENANTS AND RESTRICTIONS**

The undersigned, Grantor, pursuant to Article X, Section 5 of the Parkview Development Homeowners Association Declaration of Covenants and Restrictions, filed for record May 11, 1994 and recorded as Summit County Recorder's File Number 959240 hereby amend said Declaration by adding the following to Article II, Section 11: OR 1672 PG 1253

The Owners of Sublots 37, 42, 43, 44, and 45 are hereby granted an easement across each others property, for the purpose of ingress and egress to and from the lake and facilities of the development.

IN WITNESS WHEREOF, Grantor has executed this instrument this 31 day of JUNE 1994.

Signed and Acknowledged
in the presence of

Parkview Development Corporation

Edward Ligon

Witness

Edward Ligon

(Print Name of Witness)

Martin J. Clozer Jr.

Witness

Martin J. Clozer Jr.

(Print Name of Witness)

Edward Ligon

Witness

Edward Ligon

(Print Name of Witness)

Martin J. Clozer Jr.

Witness

Martin J. Clozer Jr.

(Print Name of Witness)

By J. S. Teresi

JAMES S. TERESI

President

Title

By Anthony G. Teresi

ANTHONY G. TERESI

V.P.

Title

☿ SURETY TITLE AGENCY
1010 LEADER BLDG
CLEVELAND OH 44114

Surety Title Agency, Inc.
ORDER NO. 15783
CLOSING NO. 952766

OR 4727-1165

Edward Ligon
Witness
Edward Ligon
(Print Name of Witness)

Mig-Cas Investments, an
Ohio General Partnership
By: [Signature]
Joseph Migliorini, Partner
[Signature]
Title

Martin J. Glozer Jr.
Witness
MARTIN J GLOZER JR.
(Print Name of Witness)

Edward Ligon
Witness
Edward Ligon
(Print Name of Witness)

By: [Signature]
Frank Cangemi, Partner
PARTNER
Title

Martin J. Glozer Jr.
Witness
MARTIN J GLOZER JR.
(Print Name of Witness)

The foregoing instrument was acknowledged before me this 21st day of JUNE, 1994
by JAMES S. TERESI AND the ANTHONY G. TERESI VI PWS
the _____ of Parkview Development
Corporation, an Ohio corporation, on behalf of the corporation.

MARTIN J. GLOZER, JR., Notary Public
State of Ohio
My commission expires Oct. 21, 1997

[Signature]
Notary

My Commission Expires:

State of Ohio)
County of SUMMIT

The foregoing instrument was acknowledged before me this 21st day of JUNE, 1994
by JOSEPH MIGLIORINI and FRANK CANGEMI, partners, on behalf of Mig-Cas
Investments, an Ohio general partnership.

MARTIN J. GLOZER, JR., Notary Public
State of Ohio
My commission expires Oct. 21, 1997

[Signature]
Notary

My Commission Expires: