



**Beachwood Planning and Zoning Commission Meeting
Thursday, September 25, 2025, 6:30 PM
at Beachwood City Hall, Council Chambers,
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

Amended Agenda

New Business

Agenda Items

1. Roll Call
2. Approval of Minutes of the August 28, 2025, Planning and Zoning Commission Meeting
3. Council Report
4. Citizen's Remarks
5. Planning and Zoning Commission
2025-36 Ronald Kluchin has requested an 8' rear yard setback variance for addition at 2797 Shakercrest Blvd., in accordance with BCO Section 1113.03, Rear Yards.
6. Planning and Zoning Commission
2025-37 Rebecca Fertel has requested a 5.40' rear yard setback variance for addition at 23413 Greenlawn Avenue, in accordance with BCO Section 1113.03, Rear Yards.
7. Planning and Zoning Commission
2025-39 Marc R. Freedman has requested a 190.50' total lot allowed hardscape variance for a paver walkway at 24803 Wimbledon Road, in accordance with BCO Section 1146.03(c), Landscaping of Residential Lots Required.
8. Planning and Zoning Commission
2025-40 Jill Brandt has requested a 2' variance for an 8' high fence in the rear yard and variance to allow a 6' high fence to extend beyond the foundation wall of the house, in accordance with BCO Section 1146.02(b), Fences Permitted in U-1, U-2A, U-3, and U-3A Use Districts; a 1,017' total lot allowed hardscape variance, in accordance with BCO Section 1146.03(c), Landscaping of Residential Lots Required, and a 56' front yard hardscape variance in accordance with BCO Section 1146.04, Driveways in Class U-1 District, for property improvements at 25405 Bryden Road.
9. Planning and Zoning Commission
2025-41 Ron Flauto has requested preliminary and final approval of a lot split plat for PPN 742-25-001, 23600 Commerce Park Road and 23650 Commerce Park Road.

Tabled

1. Planning and Zoning Commission
2025-32 Cody Crum has requested preliminary and final approval of a lot split plat and a lot frontage variance for PPN 741-12-001, The Hangar Club, located at 24400 Cedar Road.
2. Planning and Zoning Commission
2025-34 Dmitry Belkin has requested a determination as a similar, harmonious, and compatible use in a U-8 District pursuant to BCO Section 1129.02(a), Buildings and Uses to Conform, to operate an indoor storage business at 23533 Mercantile Road.



25325 Fairmount Blvd. • Beachwood, Ohio 44122

Phone (216)292-1914 • Fax (216)292-1917

Email: Building@beachwoodohio.com

PLANNING & ZONING APPLICATION

Form must be completed or will not be processed

APPLICATION DATE: _____

OWNER OF BUILDING: DAVID AND HERMINE OSTRO PHONE: 216-577-5773

STREET ADDRESS: 2797 SHAKERCREST BLVD.

CITY/STATE/ZIP: BEACHWOOD, OHIO 44122

APPLICANT: RONALD KLUCHIN PHONE: 216-464-7494

COMPANY OR FIRM: RONALD KLUCHIN ARCHITECTS, INC.

EMAIL: RON@RONALDKLUCHINARCHITECTS.COM

STREET ADDRESS: 23215 COMMERCE PARK ROAD, SUITE 316

CITY/STATE/ZIP: BEACHWOOD, OHIO 44122

PRESENTER(S) TO APPEAR AT THE P&Z MEETING (include name & email address):

RONALD KLUCHIN RON@RONALDKLUCHINARCHITECTS.COM

DAVID OSTRO DAVID.B.OSTRO@GMAIL.COM

DESCRIPTION OF THE PROPERTY:

ADDRESS: 2797 SHAKERCREST BLVD. SUITE # _____

TENANT NAME: _____

PERMANENT PARCEL # 741 - 20 - 061 PRESENT USE: Residence PROPOSED USE: Residence

PURPOSE OF APPLICATION: Requesting an approval for an 8'-0" rear yard variance from 40'-0" to 32'-0".

NATURE OF THE REQUEST (check as many as apply):

- ☐ Preliminary site plan approval
- ☐ Final site plan approval
- ☐ Lot split
- ☐ Lot consolidation
- ☐ Conditional use permit
- ☐ Rezoning
- ☐ Zoning text amendment
- ☐ Other _____
- ☒ Request for a variance.

Must provide a "Box Score" indicating permitted area, distance, etc. and requested area, distance, etc. with application.

Please explain reason for variance (must indicate a hardship):

TO CONSTRUCT AN OWNERS ONE FLOOR SUITE

Are there any special issues regarding this application that should be brought to the attention of the Planning Commission and Staff? If so, please explain. THE EXISTING EXTENSIVE LANDSCAPING AND PATIO WOULD BE DESTROYED IF ADDITION IS NOT LOCATED WITHIN THE MODIFIED SETBACK.

***** CONTINUED ON NEXT PAGE *****

Planning & Zoning Submission Requirements:

- Attach site plan of the proposed development with details such as square footage, height, purpose.
- Attach an aerial photo depicting the property and surrounding area (these are available online via County Auditor's GIS website or Google Earth).
- Attach copy of the Auditor's Report from the Cuyahoga County website indicating the real estate taxes for the property have been paid on a current basis.
- Any Planning & Zoning application which requires Council approval must have a representative attend the scheduled Council meeting.

Planning & Zoning Submission Filing Fees & Deposits:

A non-refundable filing fee in the amount of thirty-five dollars (\$35.00) shall be paid to the City for each application submitted to the Planning and Zoning Commission; and...

A cash fee in the amount set forth in the following schedule shall be submitted in addition to the filing fee listed in subsection (a) hereof, at the time of application to the Planning and Zoning Commission and/or Council:

	<u>Zoning District</u>	<u>Fee</u>
(1)	U-1, A-1 / U-1, A-2 / U-2 / U-2A / Variances Includes all applications to the Planning Commission and/or Council except applications for lot splits and/or consolidations plats, easement applications, and any application required to be recorded with the County Recorder's Office.	\$300.00
(2)	All other Zoning Districts for site development plan review (new building/addition)	\$5,000.00
(3)	All lot split and/or consolidation plats, easements, and any application required to be recorded with the County Recorder's Office	\$1,500.00
(4)	For all Zoning Districts, excepting U-1, A-1/U-1, A-2/U-2/ and U-2A, all other applications, including, but not limited to: special use permits, conditional use permits, variances, text amendments, or similar or harmonious use	\$750.00
(5)	Map Amendment	\$2,500.00

We, the building owner and/or applicant, with our signature below, hereby agree to follow specifically the plans submitted to and approved by the Planning and Zoning Commission and do agree to construct said building(s) as depicted on said approved plans.


SIGNATURE

DAVID B. OSTRO
PRINTED NAME

8/18/25
DATE

*****OFFICE USE ONLY*****

PLANNING & ZONING COMMISSION - P&Z No. _____ MEETING DATE: _____

FEE: _____ RECEIPT # _____ AMOUNT \$ _____ DATE PAID _____

Preliminary Approval: _____
Date

Final Approval: _____
Date

Recommendation to Council: ☐ YES ☐ NO Meeting Date: _____



CUYAHOGA COUNTY, *Ohio*
MyPlace

Search

City 

Search By ☐ Owner ☐ Parcel ☒ Address



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PROPERTY DATA

[General Information](#)

[Transfers](#)

[Values](#)

[Land](#)

[Building Information](#)

[Building Sketch](#)

[Other Improvements](#)

[Permits](#)

[Property Summary Report](#)

TAXES

[Tax By Year](#)

[Pay Your Taxes Online](#)

LEGAL RECORDINGS

[Get a Document List](#)

Primary Owner

Ostro David

Property Address

2797 SHAKER CREST BLVD BEACHWOOD, OH 44122

Tax Mailing Address

DAVID & HERMINE OSTRO 2797 SHAKERCREST BLVD BEACHWOOD, OH 44122

Description

29 SHAKERCREST 0055 ALL

Property Class

SINGLE FAMILY DWELLING

Parcel Number

741-20-061

Taxset

Beachwood

Tax Year

2024 Pay 2025 

Summary By Tax Year 2024 Pay 2025

Please use the Pay Your Taxes Online to pay your tax bill for the current tax year

[Assessed Values](#)

ACTIVITY
Informal Reviews
Board of Revisions Cases

Land Value	\$36,330
Building Value	\$124,600
Total Value	<u>\$160,930</u>
Homestead Value	\$

Half Year Charge Amounts

Gross Tax	\$9,793.40
Less 920 Reduction	<u>\$5,316.78</u>
Sub Total	\$4,476.62
Non-business Credit	\$336.15
Owner Occupancy Credit	\$84.04
Homestead Reduction	\$0.00
Total Assessments	<u>\$75.00</u>
Half Year Net Taxes	<u>\$4,131.43</u>

Market Values

Land Value	\$103,800
Building Value	<u>\$356,000</u>
Total Value	<u>\$459,800</u>

Rates

Full Rate	121.71
920 Reduction Rate	.542895
Effective Rate	55.63427

Flags

Owner Occupancy Credit	Y
Homestead Reduction	N
Foreclosure	N

Cert. Pending	N
Cert. Sold	N
Payment Plan	N

Escrow

Escrow	N
Payment Amount	\$.00

Tax Balance Summary

Charges

\$8,262.86

Payments

\$8,262.86

Balance Due

\$0.00

2024 (pay in 2025) Charge and Payment Detail

Taxset	Charge Type	Charges	Payments	Balance Due
Beachwood				
	1st half tax	\$4,056.43	\$4,056.43	\$0.00
	1ST HALF BALANCE	\$4,056.43	\$4,056.43	\$0.00
	2nd half tax	\$4,056.43	\$4,056.43	\$0.00
	2ND HALF BALANCE	\$4,056.43	\$4,056.43	\$0.00
C100030C-SEWER MAINTENANCE				
	1st half tax - 2024	\$37.50	\$37.50	\$0.00
	1ST HALF BALANCE	\$37.50	\$37.50	\$0.00
	2nd half tax - 2024	\$37.50	\$37.50	\$0.00
	2ND HALF BALANCE	\$37.50	\$37.50	\$0.00
C100030S-Sewer Maintenance				
	1st half tax - 2024	\$37.50	\$37.50	\$0.00

1ST HALF BALANCE	\$37.50	\$37.50	\$.00
2nd half tax - 2024	\$37.50	\$37.50	\$.00
2ND HALF BALANCE	\$37.50	\$37.50	\$.00

	Charges	Payments	Balance Due
Total Balance	\$8,262.86	\$8,262.86	\$.00

[View Map](#)

Updated :08/28/2025 03:51:13 AM

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

WATER DEPARTMENT OFFICIALS: AS OF JANUARY 1, 2021 PLEASE UTILIZE THE TRANSFER TAB ON THE MYPLACE SITE TO DETERMINE OWNERSHIP FOR CREATING OR CLOSING ACCOUNTS. PARCEL DATA ON PROPERTY TRANSFERS ARE UPDATED DAILY. THEREFORE, YOU CAN NOW RELY ON THIS SITE FOR ACCURATE REAL PROPERTY OWNERSHIP. YOU ARE ALSO WELCOME TO ACCEPT COPIES OF RECORDED DEEDS FROM OUR OFFICE.

THANK YOU



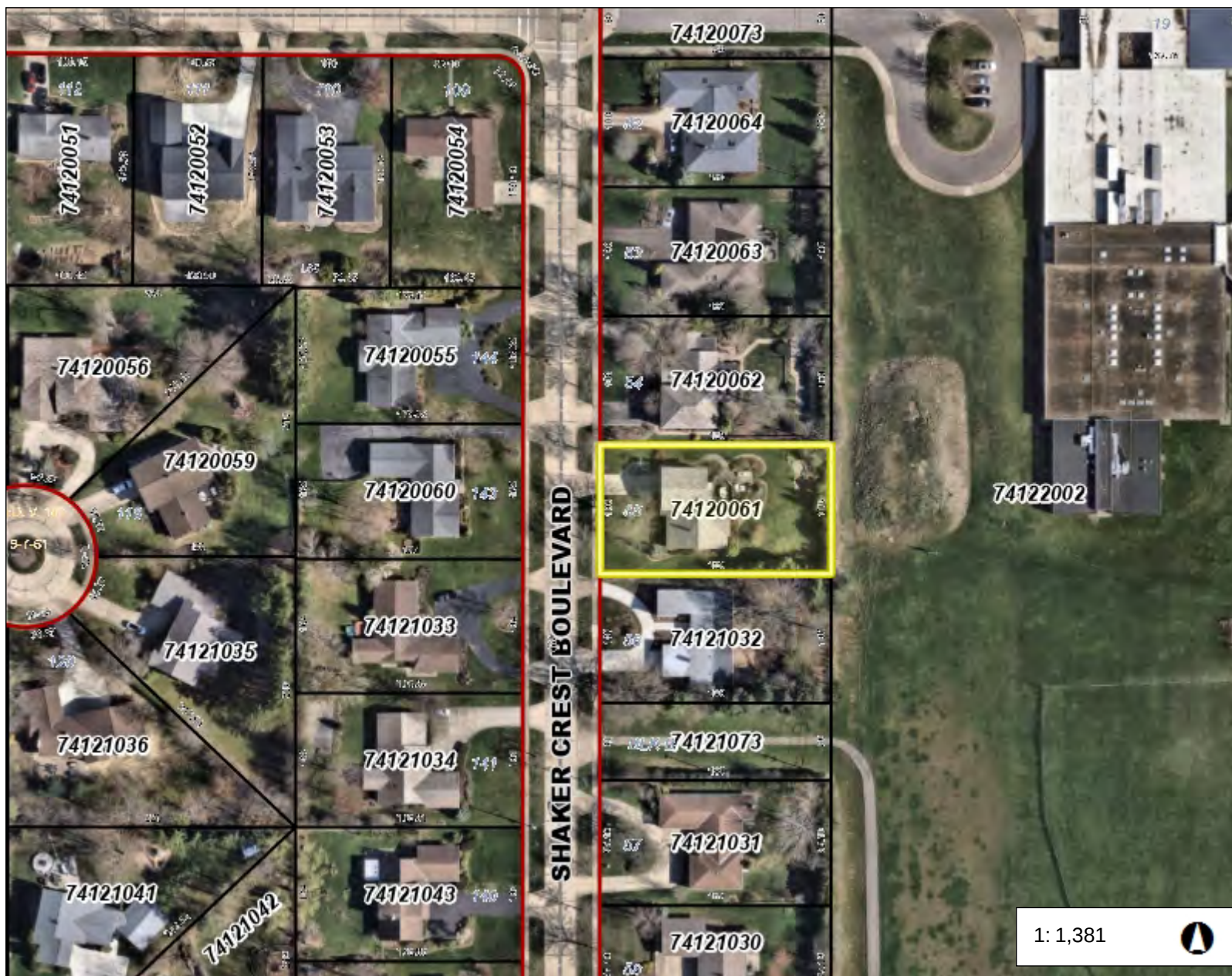
Cuyahoga County GIS Viewer



Date Created: 8/29/2025

Legend

- Municipalities
- Right Of Way
- Platted Centerline
- Parcel



230 0 115 230 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Chairman Zabell
Members and Member-At-Large of the Planning and Zoning Board
Mayor Berns
Council Representative DeLong

It is my pleasure to include this personal note along with my formal application and supporting documentation for a variance as Hermine and I plan for an important addition to our home.

I am proud to be a 68 year, lifelong resident of Beachwood. My parents built a home on Deptford Drive in 1956, the year before I was born, the home that I was raised and lived in until 1984, when Hermine and I were married and purchased our current home on Shakercrest. I attended the Beachwood City Schools K-12, Class of 1975, as did our two sons, Classes of 2004 and 2006.

It was my honor to serve the City of Beachwood as a member of the Civil Service Commission from 1998 to 2000. Following that I am proud to have been an elected member of the Beachwood Board of Education from 2000-2013, serving three terms as its President; I remain close to the school district to this day as the Chair of its Audit Committee.

Hermine and I fully intend to remain lifelong residents in our current home, and to age in place. We have made significant investments in our home in the 41 years we have resided here, including a major addition to the structure in 2015-2016, and a multi-phased enhancement to our landscape and hardscape over the last ten years. We take a great deal of pride in what we believe is a beautiful and welcoming home for us, and our family, friends, and neighbors.

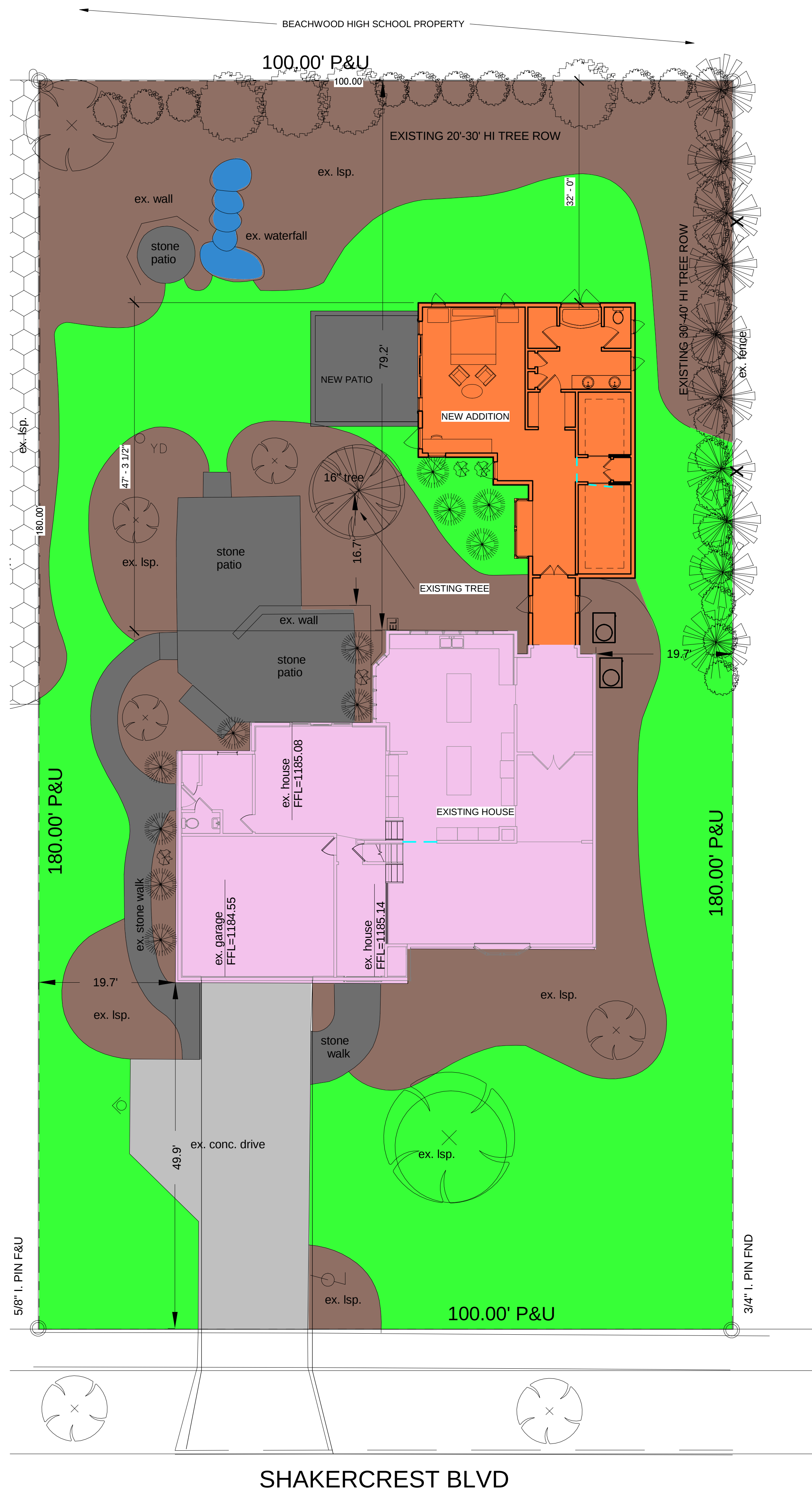
With our goal of aging in place, we recognize that having an existing second story primary bedroom suite is not optimal. As such, we desire to attach an owner's suite to the primary level of our home. Given the material financial investment we have in our backyard landscape and hardscape and our desire to have it all remain as-is, and to achieve the structural floor plan we need to comfortably age in place, it is necessary to obtain the variance that is the subject of our application, which we respectfully submit for your consideration.

As a part of your due diligence, we would like to invite all of you to visit our home, individually or as a group, so you can view first-hand the space described and depicted in our application. Please feel free to contact me to arrange a visit if you so desire.

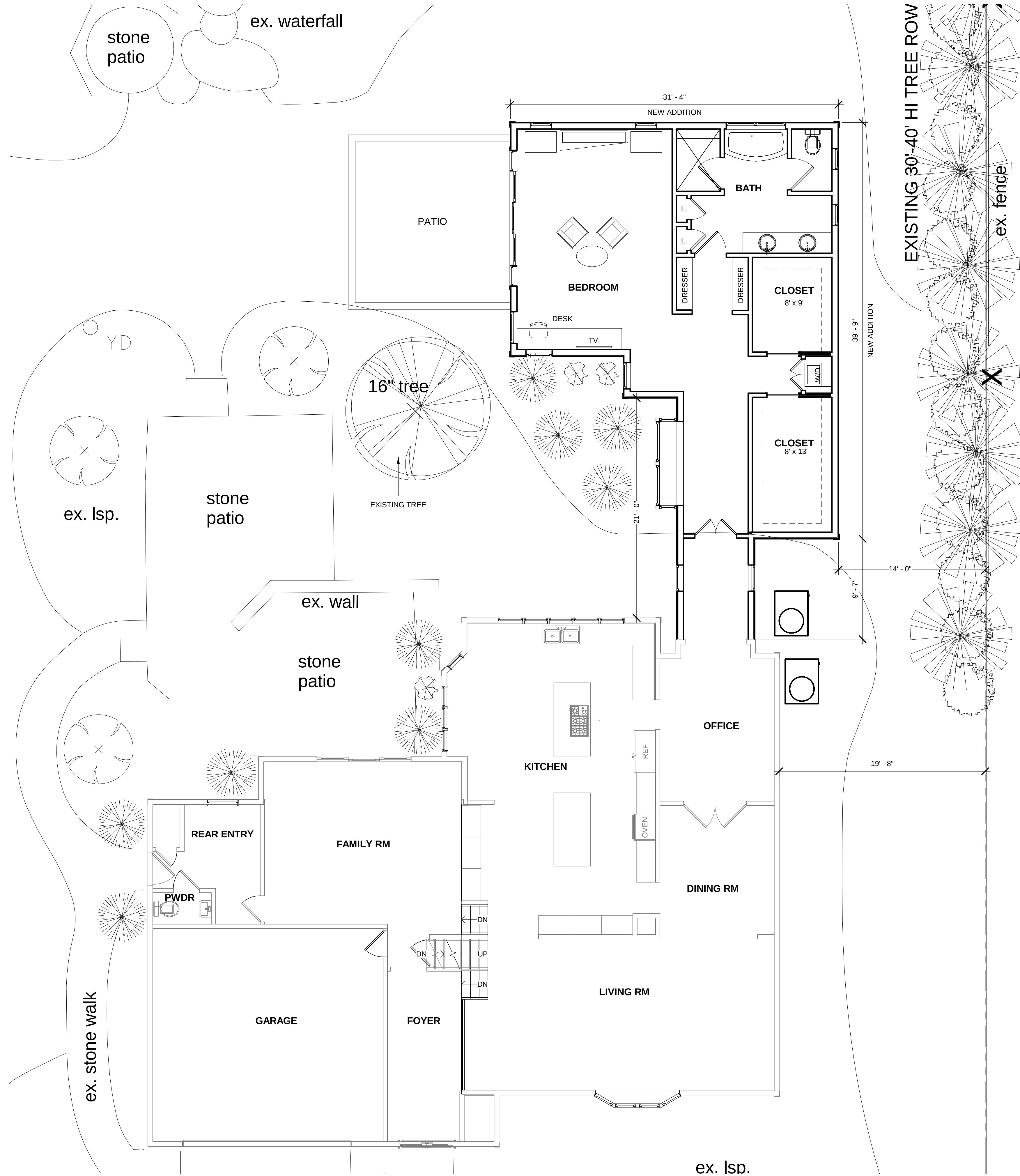
Sincerely,



David Ostro
2797 Shakercrest Boulevard
216-577-5773
david.b.ostro@gmail.com



2 SITE PLAN
A-1 1" = 10'-0"



N
1 FLOOR PLAN
A-1 3/16" = 1'-0"

EXISTING HOUSE AREA = 2,460 SQ. FT.
NEW ADDITION AREA = 1,079 SQ. FT.
TOTAL PROPOSED AREA = 3,539 SQ. FT.

PROPOSED ADDITION OSTRO RESIDENCE 2797 SHAKERCREST BLVD. BEACHWOOD, OHIO 44122		FLOOR PLAN	
RONALD KLUCHIN ARCHITECTS, INC. 23215 COMMERCE PARK ROAD, BEACHWOOD OHIO 44122		2517	
TEL (216) 464-7494		A-1	
REVISION / ISSUE		A-1	
1 08/18/25 CLIENT REVIEW			

STATE OF OHIO
RONALD KLUCHIN
4681
REG. STERED
ARCH. TECH.

RONALD A. KLUCHIN - LICENSE #4681
EXPIRATION DATE: 12/31/25

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Page 10 of 127



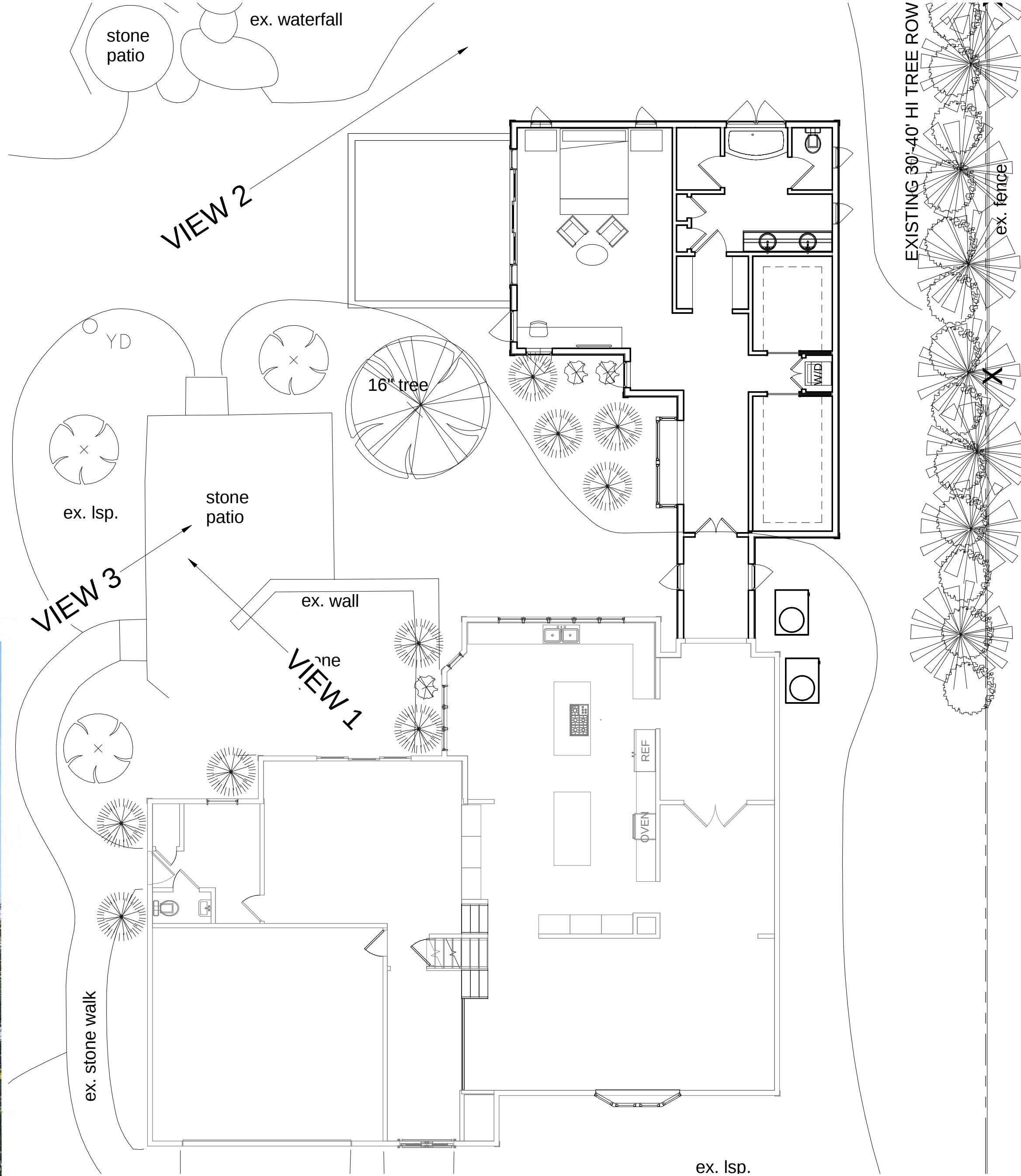
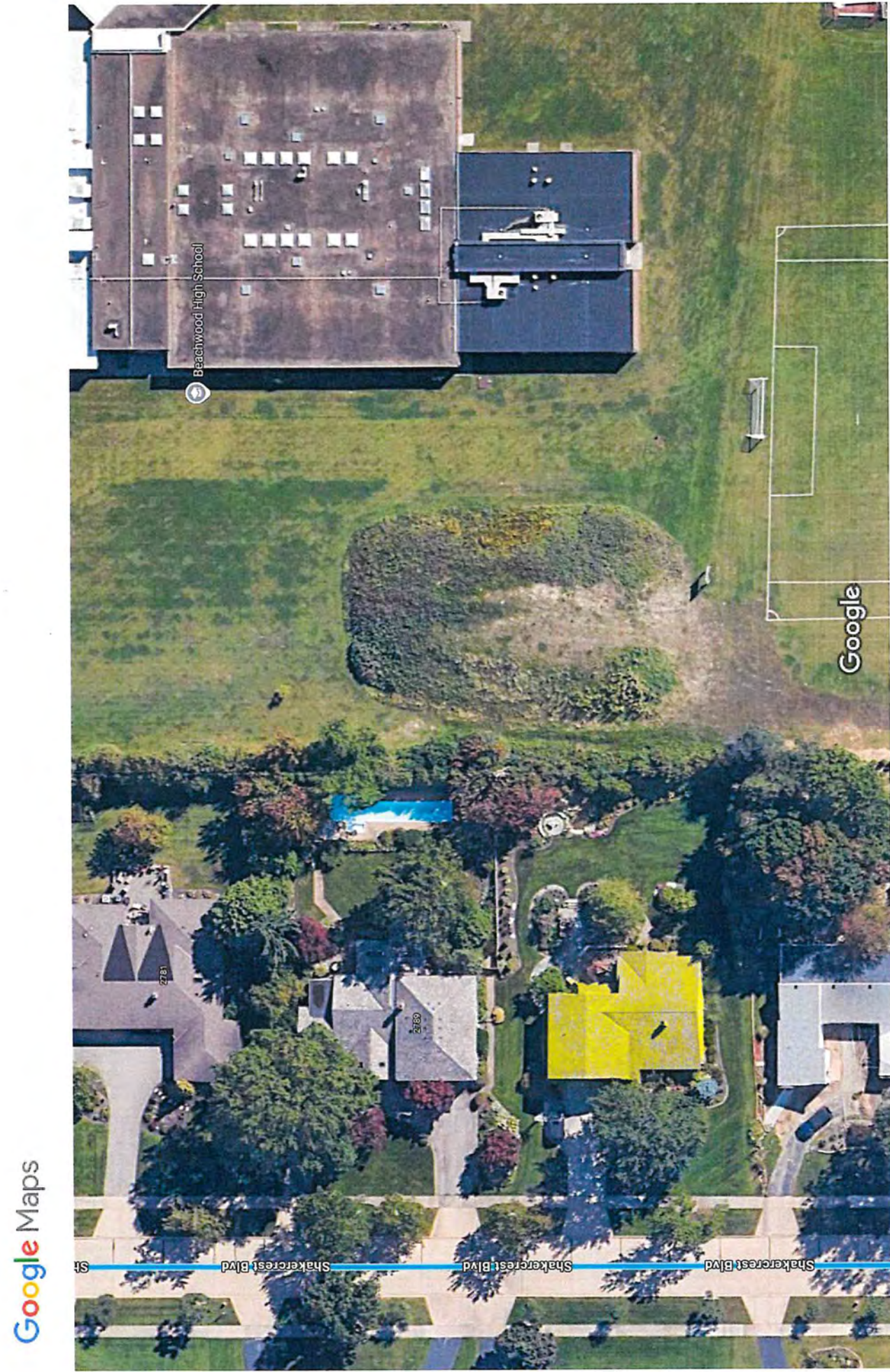
VIEW 1



VIEW 2



VIEW 3



1 PHOTO KEY PLAN
A-2 1/8" = 1'-0"

1
A-2

REVISION / ISSUE

1 08/13/25 CLIENT REVIEW

2517

EXISTING SITE PHOTOS

PROPOSED ADDITION
OSTRO RESIDENCE
2797 SHAKERCREST BLVD.
BEACHWOOD, OHIO 44122

RONALD KLUCHIN ARCHITECTS, INC.
23215 COMMERCE PARK ROAD, BEACHWOOD OHIO 44122

STATE OF OHIO
RONALD KLUCHIN
4681
REGISTERED ARCHITECT

RONALD A. KLUCHIN - LICENSE #4681
EXPIRATION DATE: 12/31/25

TEL (216) 464-7494

2517

February 10, 2022



VIEW 4

February 10, 2021



VIEW 6

February 10, 2023



VIEW 8

February 10, 2022



VIEW 5

February 10, 2022



VIEW 7

February 10, 2022

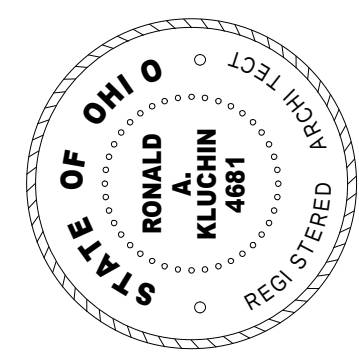


VIEW 9



RONALD KLUCHIN ARCHITECTS, INC.
23215 COMMERCE PARK ROAD, BEACHWOOD OHIO 44122

2517



RONALD A KLUCHIN - LICENSE #4681
EXPIRATION DATE: 12/31/25

REVISION / ISSUE	
1	08/18/25 CLIENT REVIEW
A-3	

Z:\2517 OSTRO RESIDENCE\2517-2.rvt



OSTRO RESIDENCE - 2797 SHAKERCREST BLVD.

Residential Calculations

Date: 08/15/2025

Address: 2797 Shakercrest

Lot Information: 100.00' x 180.00'

Total square foot of Lot Area: 18,000.00'

Rear Yard: 30% of Average depth. (Need not be more than 40' and not less than ½ height of the structure.

Required: 40.00'

Proposed: 32.00'

Variance: 8.00'

Side Yards: BCO 1113.05 Table

Required: 28.00' Combined; 14.00' Minimum

Proposed: 14.00'

Variance: 0

Tactical Planning, LLC

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TO: Beachwood Planning Commission

FROM: George Smerigan, City Planner

DATE: September 10, 2025

RE: **P&Z 2025-36** **Ronald Kluchin, Architect**
David Ostro
2797 Shakercrest Boulevard
Rear Setback Variance



This request is for approval to construct a rear addition on the existing dwelling. The proposed addition is 1,079 square feet in area and would contain a first-floor master suite. The total area of the house with the addition would be 3,539 square feet. The proposed site plan for the addition would require a variance to the rear yard setback. The Code requires a minimum rear yard setback of 40 feet. The applicant is seeking a rear setback of 32 feet, which would require a variance of 8 feet or 20% of the requirement.

The applicant claims that the existing patio and extensive landscaping improvements would have to be removed in order to avoid the need for a variance. The applicant has an extensive patio and there is a 16-inch tree in the area where the addition would have to be to avoid the variance. The size of the proposed dwelling is appropriate for the site, so this is not an instance of overbuilding. In addition, it should be noted that the subject site backs up to the high school property in the area of the soccer field so there would be no impact on an adjacent residential neighbor if the variance is approved.

The Commission has final authority to either grant or deny this variance request. Should the Commission decide to grant the variance, it should be subject to the following findings and stipulations:

1. Pursuant to Section 1159.04 it is determined that a practical difficulty will result on the subject site from the literal enforcement of Code Section 1113.03 with regard to the minimum rear yard setback.
2. Granting a variance of eight (8) feet to Section 1113.03 to permit the dwelling to be 32 feet from the rear lot line in lieu of the Code required 40 feet.



Sept. 09, 2025



**MEMORANDUM
CITY OF BEACHWOOD
PLANNING AND ZONING COMMISSION MEETING**

Meeting Date: September 25, 2025

Report Date: September 09, 2025

2025120.01

**To: Mr. Brian Roenigk
Building Commissioner**

**FR: Joseph R. Ciuni, P.E., P.S.
City Engineer**

AGENDA ITEM NO. 5

P & Z 2025-36 Ron Kluchin has requested an 8-foot rear yard setback variance for an addition at 2797 Shakercrest Blvd., in accordance with BCO Section 1113.03, Rear Yards.

We have no comments on this item and recommend approval.



Fire Prevention Bureau

P&Z Report

To: Planning and Zoning Commission
From: Matthew Domonkos, Assistant Chief
Date: 09/05/2025
Re: P&Z # 2025-36 2797 Shakercrest (Variance)

The Fire Prevention Bureau has reviewed the drawings/documents submitted for this item.

1. The Fire Department has no questions or comments at this time.

Matthew Domonkos

Matthew Domonkos
Assistant Fire Chief

PLANNING & ZONING APPLICATION

Form must be completed or will not be processed

APPLICATION DATE: 08/19/2025

OWNER OF BUILDING: Michael and Yael Tesler PHONE: _____

STREET ADDRESS: 23413 Greenlawn Avenue

CITY/STATE/ZIP: Beachwood, Ohio 44122

APPLICANT: Rebecca Fertel PHONE: (845)352-0086

COMPANY OR FIRM: Rebecca Fertel, Architect

EMAIL: rivky@fertelarch.com

STREET ADDRESS: 3429 Blanche Avenue

CITY/STATE/ZIP: Cleveland Heights, Ohio 44118

PRESENTER(S) TO APPEAR AT THE P&Z MEETING (include name & email address):

Applicant and Owner

DESCRIPTION OF THE PROPERTY:

ADDRESS: 23413 Greenlawn Avenue SUITE # _____

TENANT NAME: owner occupied

PERMANENT PARCEL # 741 05 098 PRESENT USE: u1 PROPOSED USE: n/c

PURPOSE OF APPLICATION: Approval of variance to rear yard setback

NATURE OF THE REQUEST (check as many as apply):

- ☐ Preliminary site plan approval
☐ Final site plan approval
☐ Lot split
☐ Lot consolidation
☐ Conditional use permit
☐ Rezoning
☐ Zoning text amendment
☐ Other _____
☒ Request for a variance.

Must provide a "Box Score" indicating permitted area, distance, etc. and requested area, distance, etc. with application.

Please explain reason for variance (**must indicate a hardship**):

Please see attached statement of practical difficulty

Are there any special issues regarding this application that should be brought to the attention of the Planning Commission and Staff? If so, please explain. Project previously was approved for a smaller variance in 2022, but owner needed to scale back the project

Planning & Zoning Submission Requirements:

- Attach site plan of the proposed development with details such as square footage, height, purpose.
- Attach an aerial photo depicting the property and surrounding area (these are available online via County Auditor's GIS website or Google Earth).
- Attach copy of the Auditor's Report from the Cuyahoga County website indicating the real estate taxes for the property have been paid on a current basis.
- Any Planning & Zoning application which requires Council approval must have a representative attend the scheduled Council meeting.

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A cash fee in the amount set forth in the following schedule shall be submitted in addition to the filing fee listed in subsection (a) hereof, at the time of application to the Planning and Zoning Commission and/or Council:

	<u>Zoning District</u>	<u>Fee</u>
(1)	U-1, A-1 / U-1, A-2 / U-2 / U-2A / Variances Includes all applications to the Planning Commission and/or Council except applications for lot splits and/or consolidations plats, easement applications, and any application required to be recorded with the County Recorder's Office.	\$300.00
(2)	All other Zoning Districts for site development plan review (new building/addition)	\$5,000.00
(3)	All lot split and/or consolidation plats, easements, and any application required to be recorded with the County Recorder's Office	\$1,500.00
(4)	For all Zoning Districts, excepting U-1, A-1/U-1, A-2/U-2/ and U-2A, all other applications, including, but not limited to: special use permits, conditional use permits, variances, text amendments, or similar or harmonious use	\$750.00
(5)	Map Amendment	\$2,500.00

We, the building owner and/or applicant, with our signature below, hereby agree to follow specifically the plans submitted to and approved by the Planning and Zoning Commission and do agree to construct said building(s) as depicted on said approved plans.



Rebecca Fertel

08.19.2025

SIGNATURE

PRINTED NAME

DATE

*****OFFICE USE ONLY*****

PLANNING & ZONING COMMISSION - P&Z No. _____ MEETING DATE: _____

FEE: RECEIPT # _____ AMOUNT \$ _____ DATE PAID _____

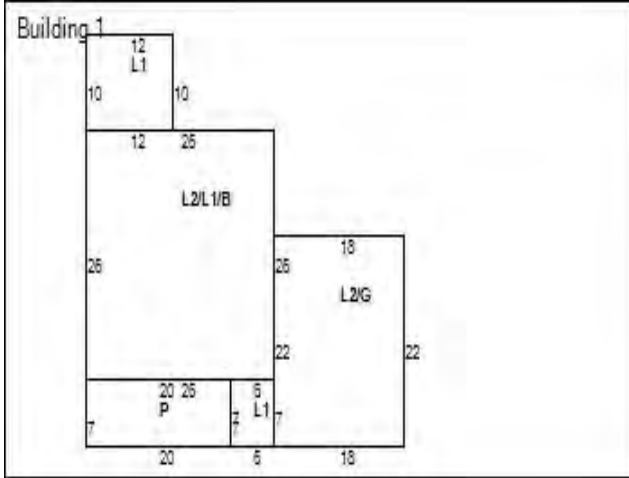
Preliminary Approval: _____
Date

Final Approval: _____
Date

Recommendation to Council: ☐ YES ☐ NO Meeting Date: _____

Owner TESLER, MICHAEL N & TESLER-, KUSHNER, Yael
Address 23413 GREENLAWN AVE
 BEACHWOOD, OH. 44122
Land Use (5100) R - 1-FAMILY PLATTED LOT
Description 8 CEDGREEN#31RESUB 000X ALL
Neighborhood Code 11606

SKETCH



MAP VIEW

 Map Image

BUILDING INFORMATION

Building Record Number	1	Occupancy	1-FAMILY	Story Height	2
Style	COLONIAL	Year Built	1955	Exterior Walls	ALUM/VINYL
Condition	AVERAGE	Construction Quality	C / AVERAGE	Roof Type	GABLE
Roof Material	ASPH-SHINGLE	Heat Type	FORCED-AIR	Air Conditioning	CENTRAL
Attic Type	NONE	Basement Type	BASEMENT	Basement Square Feet	676
Basement Finished	No	Rooms	7	Bedrooms	3
Bathrooms (Full/Half)	1/1	Garage Type	ATTACHED	Garage Capacity	2
Year Garage Built	1955	Garage Size	396	Living Area Basement	
Living Area 1	838	Living Area 2	1,008	Living Area Upper	
Living Area Total	1,846	Floor Location		Party Wall	

LAND

Code	Frontage	Depth	Acreage	Sq Ft
PRM	60	115	0.16	6,900

VALUATION

2024 Values	Taxable Market Value	Exempt Market Value	Abated Market Value	Assessed Taxable Value
Land Value	\$58,200	\$0	\$0	\$20,370
Building Value	\$227,700	\$0	\$0	\$79,700
Total Value	\$285,900	\$0	\$0	\$100,070
Land Use	5100			SINGLE FAMILY DWELLING

PERMITS

Tax Year	Reason	Tax Change	Exempt Change	Percent Complete	Reinspect	Notes
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IMPROVEMENTS

Type	Description	Size	Height Depth
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SALES

Date	Buyer	Seller	Price
8/25/2008	TESLER, MICHAEL N & TESLER-, KUSHNER, Yael	Isakovic Benjamin	\$175,000
8/27/1980	Isakovic Benjamin	Schecter Joanne M	\$78,000
6/24/1977	Schecter Joanne M	Ryshen Harold H	\$58,500
11/24/1976	Ryshen Harold H	Ryshen Harold H & Thelma	\$0
1/1/1975	Ryshen Harold H & Thelma		\$0

Taxes

2024 Taxes	Charges	Payments	Balance Due
Tax Balance Summary	\$5,134.76	\$5,134.76	\$0.00



1: 423

Date Created: 7/24/2025

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Statement of Practical Difficulty
23413 Greenlawn Avenue
Owner: Michael and Yael Tesler

Brief Summary of Variance Request:

- A. to Code Section 1113.03 to permit the rear yard to be less than 30 percent of the lot depth

Number of Variances Requested: 1

Background

The project consists of a kitchen and dining room expansion and the addition of a first-floor bedroom, bathroom, and laundry area. The owners had previously planned a two-story addition for which they obtained a variance in 2022. The project ended up being too expensive for them to construct. In looking at ways to better align the project objectives with their budget, we propose constructing a smaller one-story addition that could still accommodate their project requirements.

The addition will utilize the available area in the rear yard behind the existing home. The existing den will be demolished, so the expansion is only about 5 feet further back than the existing structure. Most of this area is available to the owners as of right. However, due to the irregular rear lot line, a portion of the addition will be within the rear yard setback area.

The variance requested is 144 square feet in area, and up to six feet in depth. There does not appear to be an alternative way to make this a code compliant addition.

The variance allows the owners to solve several design challenges in their home in the most compact and economical way.

There are no special privileges conferred by this variance, the project still complies with the spirit of the regulations overall, and the variance is not expected affect any governmental services.

APPLICANT: 23413 Greenlawn Avenue

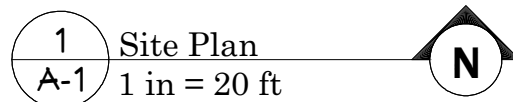
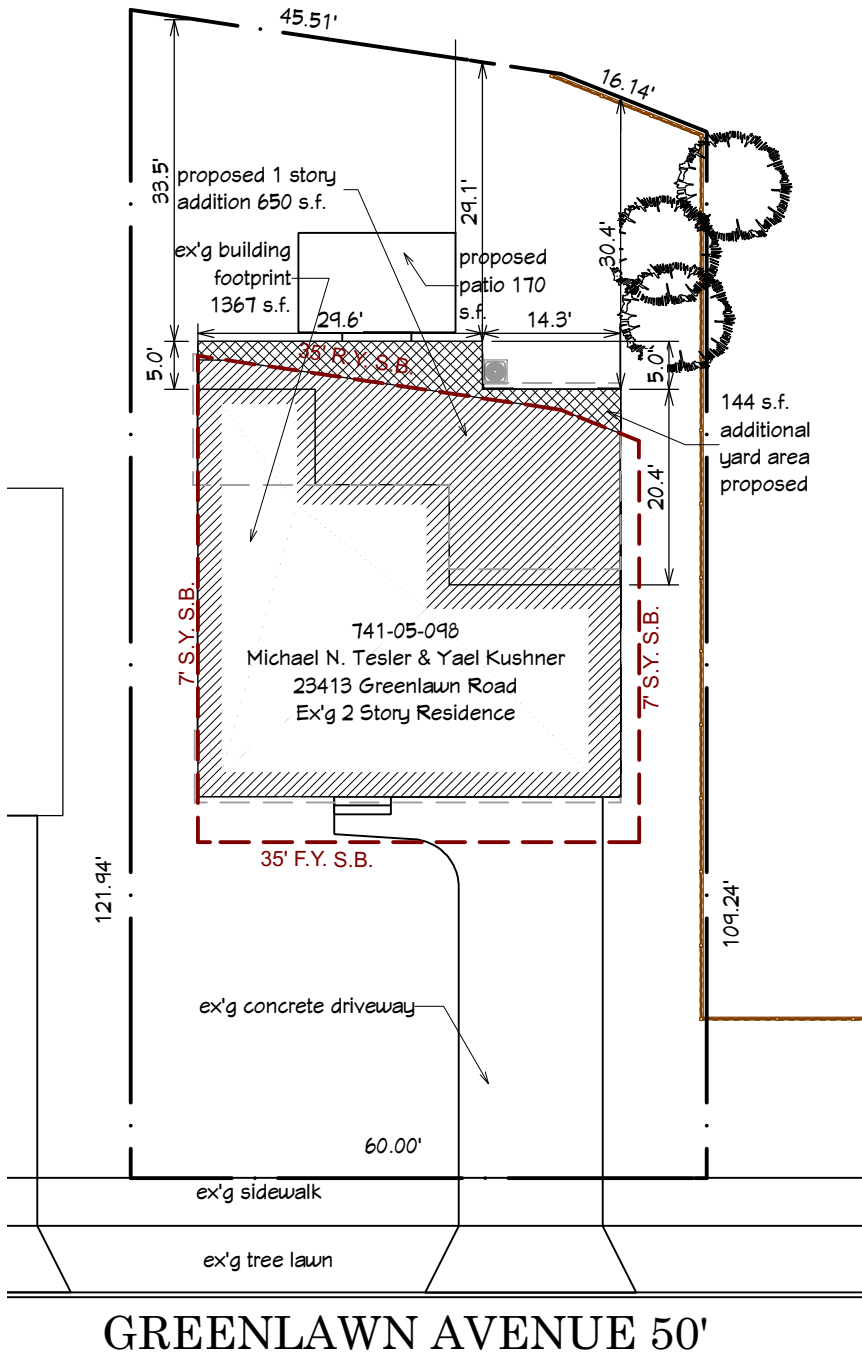
P&Z: 2025-37	ZONING DATA		DATE: 08/19/2025
ZONING STANDARDS	REQUIRED	PROPOSED	VARIANCE
ZONING DISTRICT	U1	n/c	
MINIMUM LOT AREA	n/c	n/c	
MINIMUM LOT FRONTAGE	n/c	n/c	
MINIMUM FRONT YARD BUILDING SETBACK	n/c	n/c	
MINIMUM SIDE YARD BUILDING SETBACK	n/c	n/c	
MINIMUM REAR YARD BUILDING SETBACK	30% of lot depth = 35 feet	29'	6 feet or 17%
MAXIMUM BUILDING HEIGHT	n/c	n/c	
MINIMUM LANDSCAPED AREA	n/c	n/c	
MINIMUM PARKING SETBACKS	Front = n/a Side = n/a Rear = n/a	Front = n/a Side = n/a Rear = n/a	
MINIMUM DRIVE AISLE	n/a	n/a	
MINIMUM PARKING STALL	n/a	n/a	
MINIMUM OFF-STREET PARKING	n/c	n/c	
SITE DEVELOPMENT PLANS	n/a	n/a	

Project Description

THE PROJECT CONSISTS OF A 1 STORY REAR ADDITION

List of Drawings

- A-1 Site Plan
- A-2 Front Perspective
- A-3 Rear Perspective
- A-4 Basement Plan
- A-5 First Floor Plan
- A-6 Second Floor Plan
- A-7 Interior Perspectives



Additions and Renovations to



Tesler Residence

23413 Greenlawn Avenue, Beachwood, OH 44122

Conceptual Design Site Plan

Drawn by	Job number
RF	2233
Issued for	
2025.08.15 Preliminary	
Drawing number	

A-1



1
A-2 Front Perspective

Additions and Renovations to

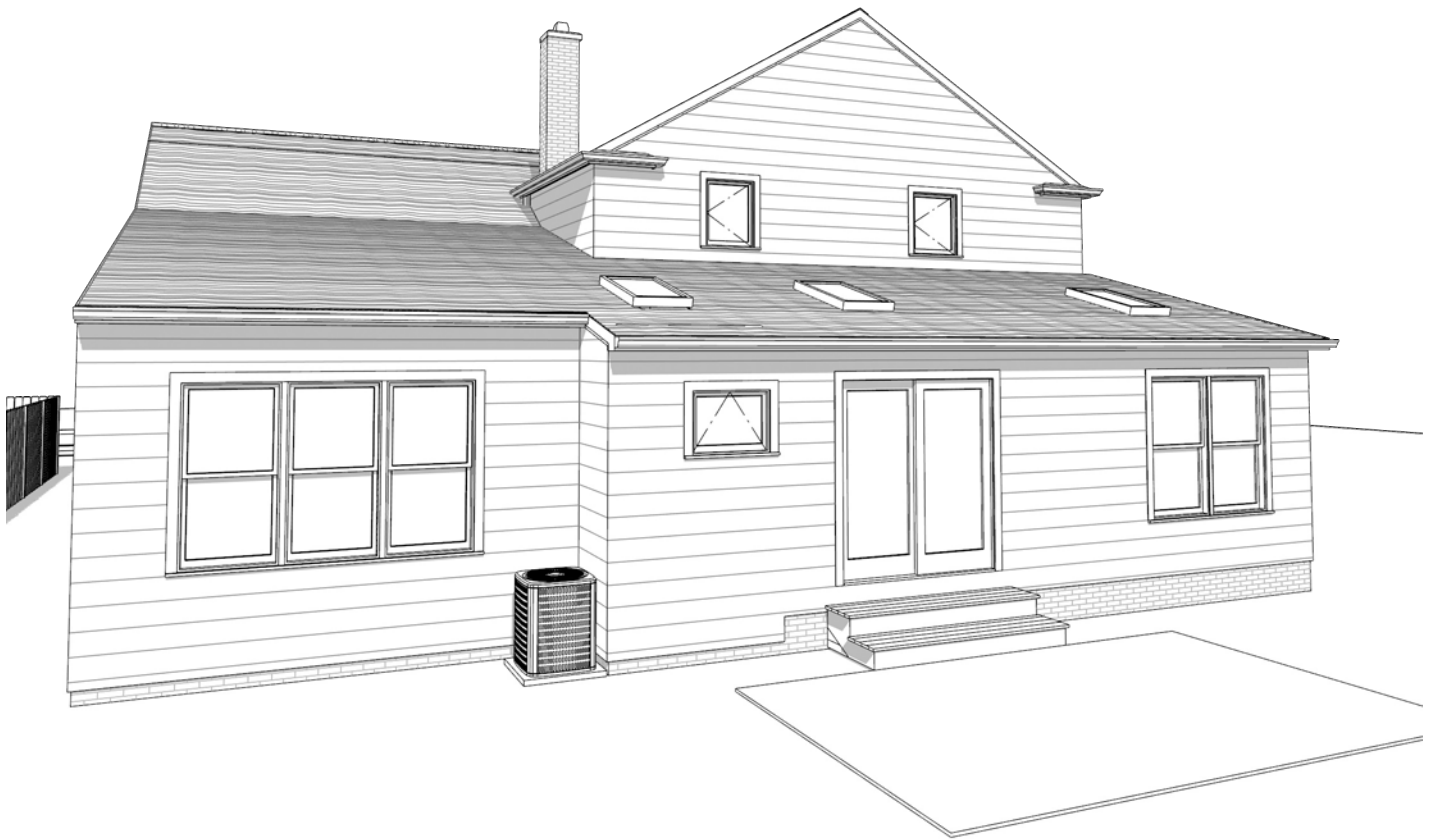


Tesler Residence
23413 Greenlawn Avenue, Beachwood, OH 44122

Conceptual Design
Front Perspective

Drawn by	Job number
RF	2233
Issued for	
2025.08.15 Preliminary	
Drawing number	

A-2



1
A-3 Rear Perspective

Additions and Renovations to

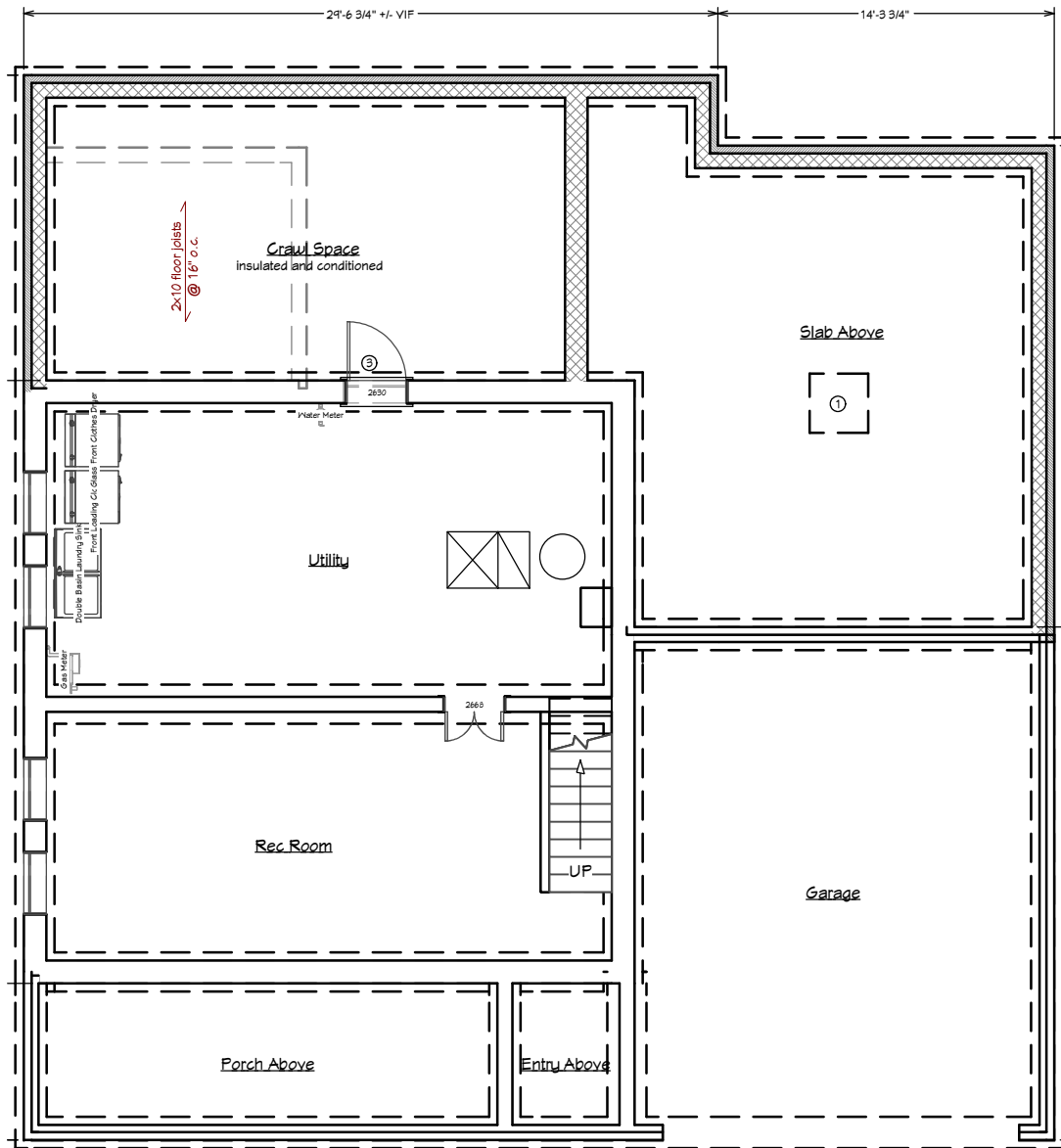


Tesler Residence
23413 Greenlawn Avenue, Beachwood, OH 44122

Conceptual Design
Rear Perspective

Drawn by	Job number
RF	2233
Issued for	
2025.08.15 Preliminary	
Drawing number	

A-3



1
A-4

Basement Plan
1/8 in = 1 ft



Additions and Renovations to

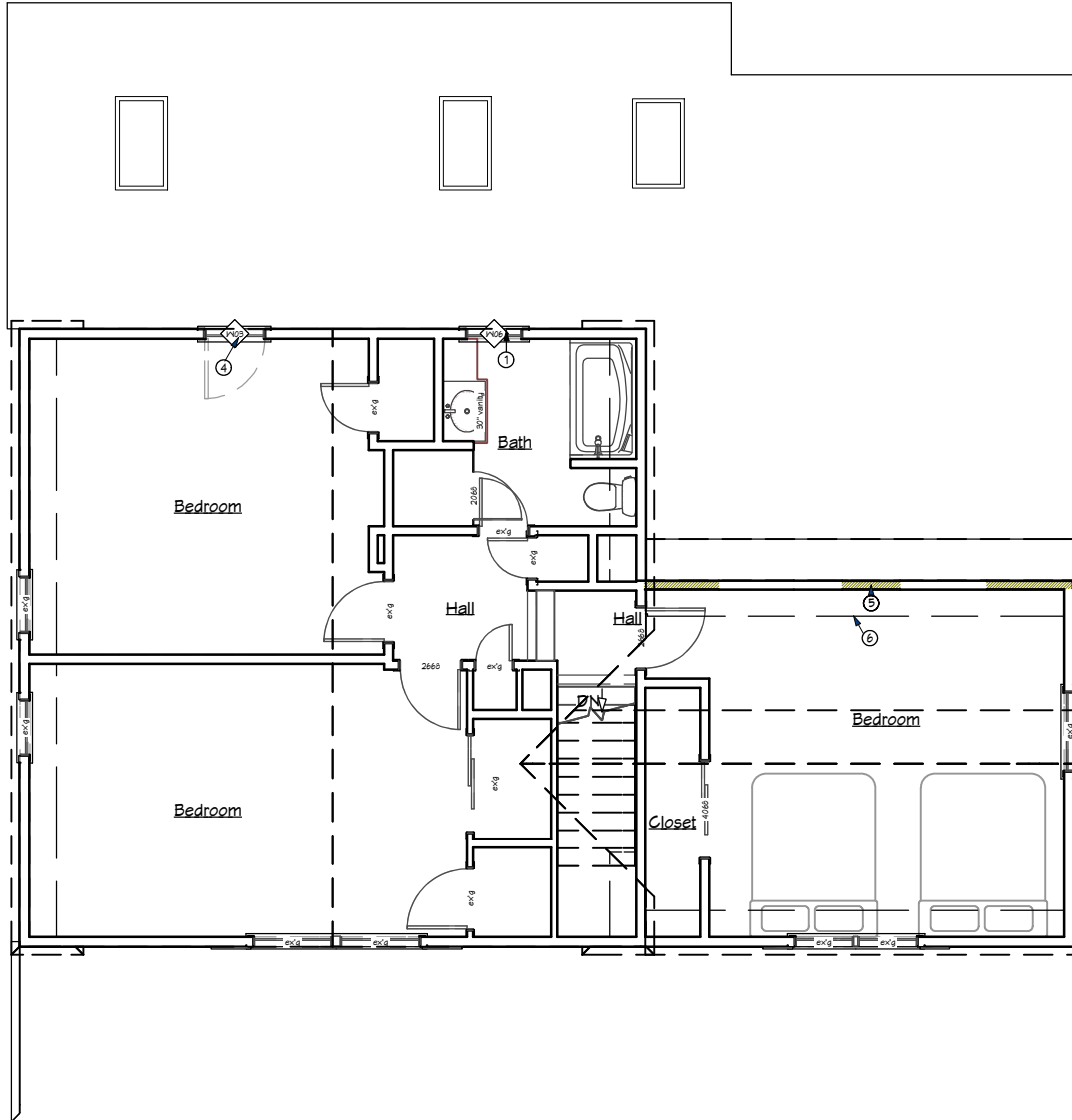


Tesler Residence
23413 Greenlawn Avenue, Beachwood, OH 44122

**Conceptual Design
Basement Plan**

Drawn by RF	Job number 2233
Issued for 2025.08.15 Preliminary	
Drawing number	

A-4



1 Second Floor Plan
A-6 1/8 in = 1 ft



Additions and Renovations to

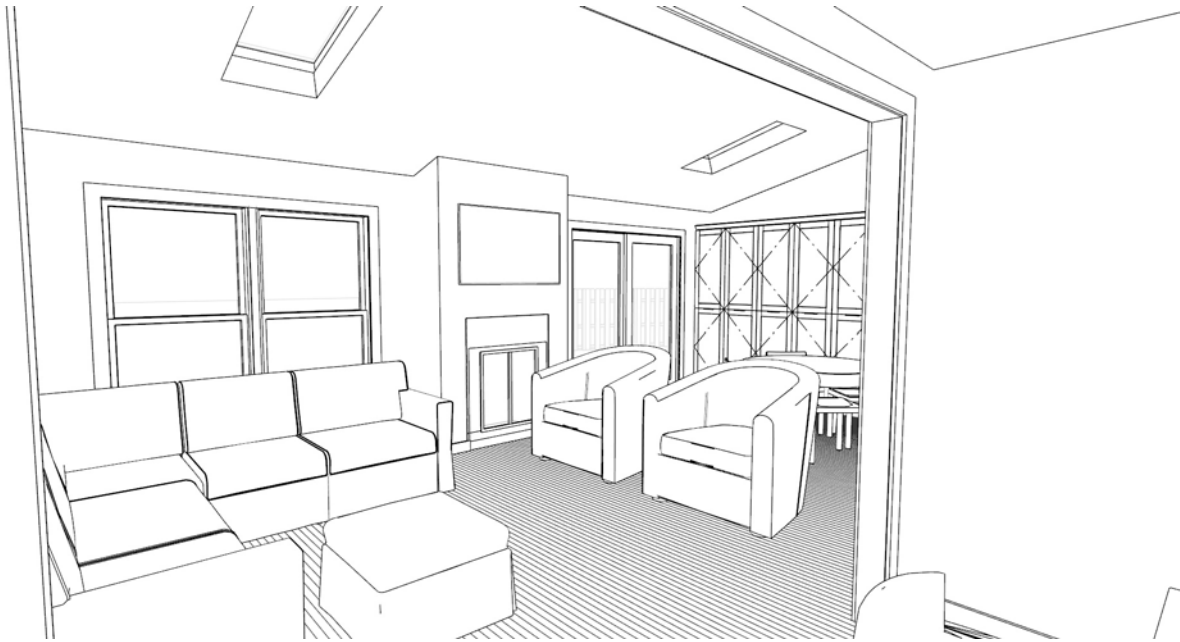


Tesler Residence
23413 Greenlawn Avenue, Beachwood, OH 44122

**Conceptual Design
Second Floor Plan**

Drawn by	Job number
RF	2233
Issued for	
2025.08.15 Preliminary	
Drawing number	

A-6



2
A-7

 Family Room Perspective



1
A-7

 Kitchen Perspective

Additions and Renovations to



Tesler Residence
 23413 Greenlawn Avenue, Beachwood, OH 44122

Conceptual Design
Interior Perspectives

Drawn by	Job number
RF	2233
Issued for	
2025.08.15 Preliminary	
Drawing number	

A-7



23413 Greenlawn Avenue Front



Rear Right of Property



Rear View



West Side from Rear



East Side from Rear



Residential Calculations

Date: 08/20/2025

Address: 23413 Greenlawn Rd.

Lot Information: 60.00' x 115.00'

Total square foot of Lot Area: 6900.00'

Rear Yard: 30% of Average depth. (Need not be more that 40' and not less than $\frac{1}{2}$ height of the structure.

Required: 34.50'

Proposed: 29.10'

Variance: 5.40'

Tactical Planning, LLC

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TO: Beachwood Planning Commission

FROM: George Smerigan, City Planner

DATE: September 10, 2025

RE: **P&Z 2025-37** **Rebecca Fertel, Architect**
Michael and Yael Tesler
23413 Greenlawn Avenue
Rear Setback Variance



This request is for approval to construct a one-story rear addition on the existing dwelling. The proposed addition is 650 square feet in area. The proposed site plan for the addition would require a variance to the rear yard setback. The Code requires a minimum rear yard setback of 34.5 feet. The applicant is seeking a rear setback of 29.1 feet, which would require a variance of 5.4 feet or approximately 15.7% of the requirement.

The subject site has an oddly angled rear lot line. In 2022, the Commission determined that the angle of the rear lot line created a practical difficulty and granted a rear yard setback variance for a two-story addition. The applicant is seeking a slightly different variance for this one-story addition. The practical difficulty caused by the angled rear lot line remains the same.

The Commission has final authority to either grant or deny this variance request. Should the Commission decide to grant the variance, it should be subject to the following findings and stipulations:

1. Pursuant to Section 1159.04 it is determined that a practical difficulty will result on the subject site from the literal enforcement of Code Section 1113.03 with regard to the minimum rear yard setback.
2. Granting a variance of 5.4 feet to Section 1113.03 to permit the dwelling to be 29.1 feet from the rear lot line in lieu of the Code required 34.5 feet.



**MEMORANDUM
CITY OF BEACHWOOD**

PLANNING AND ZONING COMMISSION MEETING

Meeting Date: September 25, 2025

Report Date: September 09, 2025

2025120.01

**To: Mr. Brian Roenigk
Building Commissioner**

**FR: Joseph R. Ciuni, P.E., P.S.
City Engineer**

AGENDA ITEM NO. 6

P & Z 2025-37 Rebecca Fertel has requested a 5.40-foot rear yard setback variance for an addition at 23413 Greenlawn Avenue, in accordance with BCO Section 1113.03, Rear Yards.

We have no comments on this item and recommend approval.



Fire Prevention Bureau

P&Z Report

To: Planning and Zoning Commission
From: Matthew Domonkos, Assistant Chief
Date: 09/05/2025
Re: P&Z # 2025-37 23413 Greenlawn (Variance)

The Fire Prevention Bureau has reviewed the drawings/documents submitted for this item.

1. The Fire Department has no questions or comments at this time.

Matthew Domonkos

Matthew Domonkos
Assistant Fire Chief

PLANNING & ZONING APPLICATION

Form must be completed or will not be processed

APPLICATION DATE: 8/25/2025

OWNER OF BUILDING: Marc R. Freedman PHONE: 216-509-5315

STREET ADDRESS: 24803 Wimbledon Rd

CITY/STATE/ZIP: Beachwood/OH/44122

APPLICANT: Marc R. Freedman PHONE: 216-509-5315

COMPANY OR FIRM: N/A

EMAIL: freed@roadrunner.com

STREET ADDRESS: 24803 Wimbledon Rd

CITY/STATE/ZIP: Beachwood/OH/44122

PRESENTER(S) TO APPEAR AT THE P&Z MEETING (include name & email address):

Marc R. Freedman freed@roadrunner.com

DESCRIPTION OF THE PROPERTY:

ADDRESS: 24803 Wimbledon Rd SUITE # _____

TENANT NAME: Marc & Judy Freedman

PERMANENT PARCEL # 742-01-035 PRESENT USE: Residential PROPOSED USE: Residential

PURPOSE OF APPLICATION: Variance to exceed permitted area

NATURE OF THE REQUEST (check as many as apply):

- ☐ Preliminary site plan approval
- ☐ Final site plan approval
- ☐ Lot split
- ☐ Lot consolidation
- ☐ Conditional use permit
- ☐ Rezoning
- ☐ Zoning text amendment
- ☐ Other _____
- ☒ Request for a variance.

Must provide a "Box Score" indicating permitted area, distance, etc. and requested area, distance, etc. with application.

Please explain reason for variance (must indicate a hardship):

See attached statement

Are there any special issues regarding this application that should be brought to the attention of the Planning Commission and Staff? If so, please explain. Included in attached statement

***** CONTINUED ON NEXT PAGE *****

Planning & Zoning Submission Requirements:

- Attach site plan of the proposed development with details such as square footage, height, purpose.
- Attach an aerial photo depicting the property and surrounding area (these are available online via County Auditor's GIS website or Google Earth).
- Attach copy of the Auditor's Report from the Cuyahoga County website indicating the real estate taxes for the property have been paid on a current basis.
- Any Planning & Zoning application which requires Council approval must have a representative attend the scheduled Council meeting.

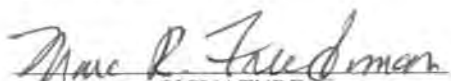
Planning & Zoning Submission Filing Fees & Deposits:

A non-refundable filing fee in the amount of thirty-five dollars (\$35.00) shall be paid to the City for each application submitted to the Planning and Zoning Commission; and...

A cash fee in the amount set forth in the following schedule shall be submitted in addition to the filing fee listed in subsection (a) hereof, at the time of application to the Planning and Zoning Commission and/or Council:

	<u>Zoning District</u>	<u>Fee</u>
(1)	U-1, A-1 / U-1, A-2 / U-2 / U-2A / Variances Includes all applications to the Planning Commission and/or Council except applications for lot splits and/or consolidations plats, easement applications, and any application required to be recorded with the County Recorder's Office.	\$300.00
(2)	All other Zoning Districts for site development plan review (new building/addition)	\$5,000.00
(3)	All lot split and/or consolidation plats, easements, and any application required to be recorded with the County Recorder's Office	\$1,500.00
(4)	For all Zoning Districts, excepting U-1, A-1/U-1, A-2/U-2/ and U-2A, all other applications, including, but not limited to: special use permits, conditional use permits, variances, text amendments, or similar or harmonious use	\$750.00
(5)	Map Amendment	\$2,500.00

We, the building owner and/or applicant, with our signature below, hereby agree to follow specifically the plans submitted to and approved by the Planning and Zoning Commission and do agree to construct said building(s) as depicted on said approved plans.


SIGNATURE

Marc R. Freedman
PRINTED NAME

8/25/2025
DATE

*****OFFICE USE ONLY*****

PLANNING & ZONING COMMISSION - P&Z No. _____ MEETING DATE: _____

FEE: _____ RECEIPT # _____ AMOUNT \$ _____ DATE PAID _____

Preliminary Approval: _____
Date

Final Approval: _____
Date

Recommendation to Council: ☐ YES ☐ NO Meeting Date: _____



CUYAHOGA COUNTY, *Ohio*
MyPlace

Search

City 

Search By ☐ Owner ☐ Parcel ☒ Address



[View Map](#)

PROPERTY DATA

[General Information](#)

[Transfers](#)

[Values](#)

[Land](#)

[Building Information](#)

[Building Sketch](#)

[Other Improvements](#)

[Permits](#)

[Property Summary Report](#)

TAXES

[Tax By Year](#)

[Pay Your Taxes Online](#)

LEGAL RECORDINGS

[Get a Document List](#)

Primary Owner

Freedman, Marc R

Property Address

24803 Wimbledon RD Beachwood, OH 44122

Tax Mailing Address

Freedman, Marc R 24803 Wimbledon Rd Beachwood, OH 44122

Description

39 VANS 45 0721 ALL

Property Class

SINGLE FAMILY DWELLING

Parcel Number

742-01-035

Taxset

Beachwood

Tax Year

2024 Pay 2025 

Summary By Tax Year 2024 Pay 2025

Please use the Pay Your Taxes Online to pay your tax bill for the current tax year

[Assessed Values](#)

ACTIVITY
Informal Reviews
Board of Revisions Cases

Land Value	\$25,170
Building Value	\$151,450
Total Value	<u>\$176,620</u>
Homestead Value	\$

Half Year Charge Amounts

Gross Tax	\$10,748.21
Less 920 Reduction	<u>\$5,835.15</u>
Sub Total	\$4,913.06
Non-business Credit	\$368.93
Owner Occupancy Credit	\$92.23
Homestead Reduction	\$.00
Total Assessments	<u>\$56.26</u>
Half Year Net Taxes	<u>\$4,508.16</u>

Market Values

Land Value	\$71,900
Building Value	<u>\$432,700</u>
Total Value	<u>\$504,600</u>

Rates

Full Rate	121.71
920 Reduction Rate	.542895
Effective Rate	55.63427

Flags

Owner Occupancy Credit	Y
Homestead Reduction	N
Foreclosure	N

Cert. Pending	N
Cert. Sold	N
Payment Plan	N

Escrow

Escrow	N
Payment Amount	\$.00

Tax Balance Summary

Charges

\$9,016.30

Payments

\$9,016.30

Balance Due

\$0.00

2024 (pay in 2025) Charge and Payment Detail

Taxset	Charge Type	Charges	Payments	Balance Due
Beachwood				
	1st half tax	\$4,451.90	\$4,451.90	\$0.00
	1ST HALF BALANCE	\$4,451.90	\$4,451.90	\$0.00
	2nd half tax	\$4,451.90	\$4,451.90	\$0.00
	2ND HALF BALANCE	\$4,451.90	\$4,451.90	\$0.00
C100030C-SEWER MAINTENANCE				
	1st half tax - 2024	\$28.13	\$28.13	\$0.00
	1ST HALF BALANCE	\$28.13	\$28.13	\$0.00
	2nd half tax - 2024	\$28.12	\$28.12	\$0.00
	2ND HALF BALANCE	\$28.12	\$28.12	\$0.00
C100030S-Sewer Maintenance				
	1st half tax - 2024	\$28.13	\$28.13	\$0.00

1ST HALF BALANCE	\$28.13	\$28.13	\$.00
2nd half tax - 2024	\$28.12	\$28.12	\$.00
2ND HALF BALANCE	\$28.12	\$28.12	\$.00

	Charges	Payments	Balance Due
Total Balance	\$9,016.30	\$9,016.30	\$.00

[View Map](#)

Updated :08/25/2025 03:46:52 AM

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

WATER DEPARTMENT OFFICIALS: AS OF JANUARY 1, 2021 PLEASE UTILIZE THE TRANSFER TAB ON THE MYPLACE SITE TO DETERMINE OWNERSHIP FOR CREATING OR CLOSING ACCOUNTS. PARCEL DATA ON PROPERTY TRANSFERS ARE UPDATED DAILY. THEREFORE, YOU CAN NOW RELY ON THIS SITE FOR ACCURATE REAL PROPERTY OWNERSHIP. YOU ARE ALSO WELCOME TO ACCEPT COPIES OF RECORDED DEEDS FROM OUR OFFICE.

THANK YOU



Cuyahoga County GIS Viewer



Date Created: 8/25/2025

Legend

- Municipalities
- Right Of Way
- Platted Centerline
- Parcel



115 0 58 115 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Reason for Variance Request

Dear Planning and Zoning Commission,

We respectfully request a variance to install a 95 sq ft paver walkway connecting our existing 608 sq ft paver patio to a gated area 30 feet away, which would exceed the permitted impervious surface area. We believe this variance is justified for the following reasons:

In 2014, a contractor obtained a permit for our existing paver patio and walkway, which inadvertently exceeded the permitted area of 1,687.5 sq ft by 252.5 sq ft. Had we been aware of this overage, we would have adjusted the design to comply. The proposed 95 sq ft walkway is a modest addition to address a legitimate safety hardship.

Currently, accessing the gated area on the east side of our property requires traversing an uneven, grass-covered area that remains soft and slippery due to retained moisture from shade. As homeowners in our 70s, this poses a significant fall risk, which the proposed paver walkway would mitigate by providing a stable, level surface.

Importantly, both the existing patio and the proposed walkway are constructed with permeable pavers, ensuring no increase in stormwater runoff from our property. This aligns with environmental considerations and minimizes impact on our neighbors and the surrounding area.

Granting this variance will mitigate our safety and accessibility hardship without compromising the property's environmental footprint. We appreciate your consideration and are happy to provide additional details.

Sincerely,

Marc R. Freedman 8/25/2025
Judy D. Freedman 8/25/2025

24803 Wimbledon Rd. Request for Variance

"Box Score"

Area, sq ft

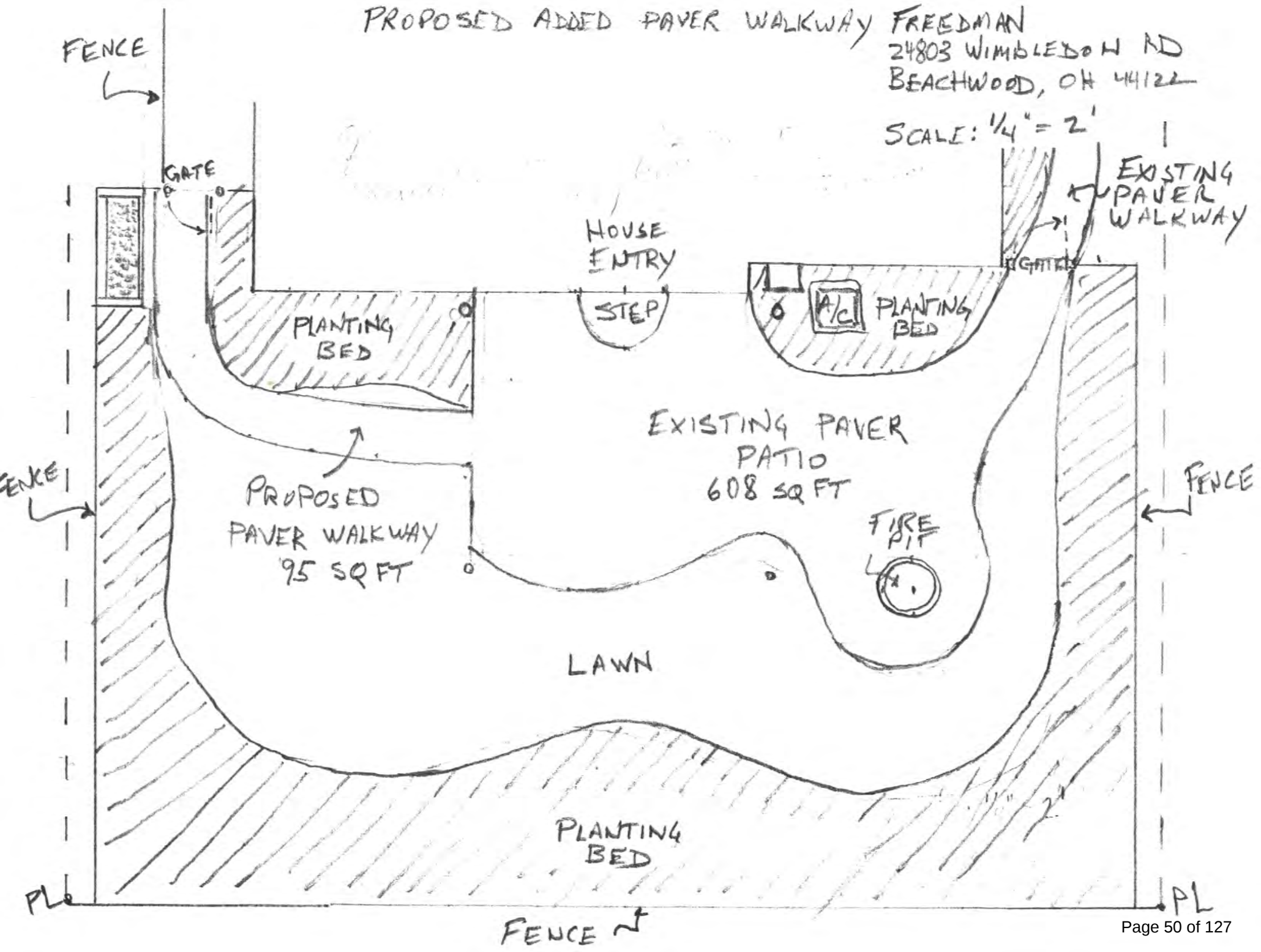
Total Property	11250.0
Permitted Hardscape (15%)	1687.5

Front Hardscape	
Driveway	667.0
Property Hardscape	
Driveway	560.0
Paver Walkway, West	105.0
Paver Patio	608.0
Total	1273.0
Total Existing Hardscape	1940.0

Current Hardscape vs Permitted	-252.5
Proposed Additional Hardscape	95.0
Proposed Hardscape vs Permitted	-347.5

PROPOSED ADDED PAVER WALKWAY FREEDMAN
24803 WIMBLEDON RD
BEACHWOOD, OH 44122

SCALE: $\frac{1}{4}" = 2'$



Hardscape Variance

Date: 08/26/2025

Property Address: 24803 Wimbledon Rd.

Total Lot Area: 11,250.00'

Average Depth: 150.00'

Average Width: 75.00'

Existing Footprint:

Total (sq. ft) of Existing Hardscape: 1783.00'

Total Lot Allowed Hardscape 15% Maximum BCO 1146.03(c): 1687.50'

Existing Hardscape: 1783.00'

Proposed Hardscape: (Total Lot): 95.00'

Variance Requested: 190.50'

Front Yard Allowed Hardscape 40% Maximum BCO 1146.04: 1443.90'

Existing Hardscape: 735.00'

Proposed Hardscape: (Front Yard): 0

Variance Requested: 0

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TO: Beachwood Planning Commission

FROM: George Smerigan, City Planner

DATE: September 10, 2025

RE: **P&Z 2025-39** **Marc Freedman**
24803 Wimbledon Road
Hardscape Variance



This request is for approval of a hardscape variance in order to extend a paver walkway to an existing fence gate. The proposed additional hardscape would be 95 square feet. Section 1146.03(c) limits hardscape to a maximum of fifteen percent (15%) of the total lot area. In this case, the applicant is permitted 1,687.5 square feet of hardscape and currently has 1,783 square feet of hardscape. While the proposed additional hardscape is only 95 square feet, the required variance would be for 190.5 square feet or approximately 11% more than the permitted maximum.

The applicant is proposing to use permeable pavers to construct the walkway. It should be noted that the existing patio was also constructed with permeable pavers to mitigate drainage impacts. The amount of the variance is small and the use of permeable pavers helps to mitigate impacts.

The Commission has final authority to either grant or deny the variance request. Should the Commission decide to grant the variance, that approval should be subject to the following findings and stipulations:

1. Pursuant to Section 1159.04 it is determined that a practical difficulty will result on the subject site from the literal enforcement of Code Section 1146.03(c) with regard to maximum permitted hardscaping.
2. Granting a variance of 190.5 square feet to Section 1146.03(c) to permit a total of 1,783 square feet of hardscaping in lieu of the Code permitted maximum of 1,687.5 square feet.

**MEMORANDUM
CITY OF BEACHWOOD**

PLANNING AND ZONING COMMISSION MEETING

Meeting Date: September 25, 2025

Report Date: September 09, 2025

2025120.01

**To: Mr. Brian Roenigk
Building Commissioner**

**FR: Joseph R. Ciuni, P.E., P.S.
City Engineer**

AGENDA ITEM NO. 7

P & Z 2025-39 Mark R. Freedman has requested a 190 square foot total lot allowed hardscape variance for a paver walkway at 24803 Wimbledon Road, in accordance with BCO Section 1146.03 (c), Landscaping of Residential Lots Required.

We have reviewed this application and recommend approval. We applaud the application for the use of permeable pavers.

Fire Prevention Bureau

P&Z Report

To: Planning and Zoning Commission
From: Matthew Domonkos, Assistant Chief
Date: 09/05/2025
Re: P&Z # 2025-39 24803 Wimbledon (Variance)

The Fire Prevention Bureau has reviewed the drawings/documents submitted for this item.

1. The Fire Department has no questions or comments at this time.

Matthew Domonkos

Matthew Domonkos
Assistant Fire Chief

PLANNING & ZONING APPLICATION

Form must be completed or will not be processed

APPLICATION DATE: 8/26/25

OWNER OF BUILDING: Jagdip Singh PHONE: 216-650-5901

STREET ADDRESS: 25405 Bryden Rd.

CITY/STATE/ZIP: Beachwood. OH 44122

APPLICANT: Jill Brandt PHONE: 440-865-1824

COMPANY OR FIRM: Brandt Architecture

EMAIL: jbrandt@brandtarchitecture.com

STREET ADDRESS: 2220 Wooster Rd.

CITY/STATE/ZIP: Rocky River, OH 44116

PRESENTER(S) TO APPEAR AT THE P&Z MEETING (include name & email address):

Jill Brandt jbrandt@brandtarchitecture.com

Jagdip Singh jxs16@case.edu

DESCRIPTION OF THE PROPERTY:

ADDRESS: 25405 Bryden Rd. SUITE #

TENANT NAME: Jagdip Singh

PERMANENT PARCEL # - - PRESENT USE: residential PROPOSED USE: residential

PURPOSE OF APPLICATION: Variance for 8' high fence in rear yard. Variance for hardscape cov
variance for 6' high fence in front yard

NATURE OF THE REQUEST (check as many as apply):

- ☐ Preliminary site plan approval
- ☐ Final site plan approval
- ☐ Lot split
- ☐ Lot consolidation
- ☐ Conditional use permit
- ☐ Rezoning
- ☐ Zoning text amendment
- ☐ Other
- ☒ Request for a variance.

Must provide a "Box Score" indicating permitted area, distance, etc. and requested area, distance, etc. with application.

Please explain reason for variance (**must indicate a hardship**):

would like to provide wheelchair access to rear of house, & prevent deer in garden

Are there any special issues regarding this application that should be brought to the attention of the Planning Commission and Staff? If so, please explain. House is split level. ramp on exterior is easier acces

large corner yard so deer can jump over 6' fence.

***** CONTINUED ON NEXT PAGE *****

Planning & Zoning Submission Requirements:

- Attach site plan of the proposed development with details such as square footage, height, purpose.
- Attach an aerial photo depicting the property and surrounding area (these are available online via County Auditor's GIS website or Google Earth).
- Attach copy of the Auditor's Report from the Cuyahoga County website indicating the real estate taxes for the property have been paid on a current basis.
- Any Planning & Zoning application which requires Council approval must have a representative attend the scheduled Council meeting.

Planning & Zoning Submission Filing Fees & Deposits:

A non-refundable filing fee in the amount of thirty-five dollars (\$35.00) shall be paid to the City for each application submitted to the Planning and Zoning Commission; and...

A cash fee in the amount set forth in the following schedule shall be submitted in addition to the filing fee listed in subsection (a) hereof, at the time of application to the Planning and Zoning Commission and/or Council:

	<u>Zoning District</u>	<u>Fee</u>
(1)	U-1, A-1 / U-1, A-2 / U-2 / U-2A / Variances Includes all applications to the Planning Commission and/or Council except applications for lot splits and/or consolidations plats, easement applications, and any application required to be recorded with the County Recorder's Office.	\$300.00
(2)	All other Zoning Districts for site development plan review (new building/addition)	\$5,000.00
(3)	All lot split and/or consolidation plats, easements, and any application required to be recorded with the County Recorder's Office	\$1,500.00
(4)	For all Zoning Districts, excepting U-1, A-1/U-1, A-2/U-2/ and U-2A, all other applications, including, but not limited to: special use permits, conditional use permits, variances, text amendments, or similar or harmonious use	\$750.00
(5)	Map Amendment	\$2,500.00

We, the building owner and/or applicant, with our signature below, hereby agree to follow specifically the plans submitted to and approved by the Planning and Zoning Commission and do agree to construct said building(s) as depicted on said approved plans.

Jill Brandt
SIGNATURE

Jill Brandt
PRINTED NAME

8/26/25
DATE

*****OFFICE USE ONLY*****

PLANNING & ZONING COMMISSION - P&Z No. _____ MEETING DATE: _____

FEE: RECEIPT # _____ AMOUNT \$ _____ DATE PAID _____

Preliminary Approval: _____
Date

Final Approval: _____
Date

Recommendation to Council: ☐ YES ☐ NO Meeting Date: _____



CUYAHOGA COUNTY, *Ohio*
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[Other Improvements](#)

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Primary Owner

SINGH, JAGDIP & NEENA, TRUSTEES

Property Address

25405 Bryden RD Beachwood, OH 44122

Tax Mailing Address

JAGDIP & NEENA SINGH 25405 BRYDEN RD BEACHWOOD, OH 44122

Description

49 SHCOES#32 RESUB 0182 ALL

Property Class

SINGLE FAMILY DWELLING

Parcel Number

742-12-033

Taxset

Beachwood

Tax Year

2024 Pay 2025 

Summary By Tax Year 2024 Pay 2025

Please use the Pay Your Taxes Online to pay your tax bill for the current tax year

[Assessed Values](#)

ACTIVITY
Informal Reviews
Board of Revisions Cases

Land Value	\$31,540
Building Value	\$131,320
Total Value	<u>\$162,860</u>
Homestead Value	\$

Half Year Charge Amounts

Gross Tax	\$9,910.85
Less 920 Reduction	<u>\$5,380.55</u>
Sub Total	\$4,530.30
Non-business Credit	\$340.18
Owner Occupancy Credit	\$.00
Homestead Reduction	\$.00
Total Assessments	<u>\$76.14</u>
Half Year Net Taxes	<u>\$4,266.26</u>

Market Values

Land Value	\$90,100
Building Value	<u>\$375,200</u>
Total Value	<u>\$465,300</u>

Rates

Full Rate	121.71
920 Reduction Rate	.542895
Effective Rate	55.63427

Flags

Owner Occupancy Credit	N
Homestead Reduction	N
Foreclosure	N

Cert. Pending	N
Cert. Sold	N
Payment Plan	N

Escrow

Escrow	N
Payment Amount	\$.00

Tax Balance Summary

Charges

\$8,532.50

Payments

\$8,532.50

Balance Due

\$0.00

2024 (pay in 2025) Charge and Payment Detail

Taxset	Charge Type	Charges	Payments	Balance Due
Beachwood				
	1st half tax	\$4,190.12	\$4,190.12	\$0.00
	1ST HALF BALANCE	\$4,190.12	\$4,190.12	\$0.00
	2nd half tax	\$4,190.12	\$4,190.12	\$0.00
	2ND HALF BALANCE	\$4,190.12	\$4,190.12	\$0.00
C100030C-SEWER MAINTENANCE				
	1st half tax - 2024	\$38.07	\$38.07	\$0.00
	1ST HALF BALANCE	\$38.07	\$38.07	\$0.00
	2nd half tax - 2024	\$38.06	\$38.06	\$0.00
	2ND HALF BALANCE	\$38.06	\$38.06	\$0.00
C100030S-Sewer Maintenance				
	1st half tax - 2024	\$38.07	\$38.07	\$0.00

1ST HALF BALANCE	\$38.07	\$38.07	\$.00
2nd half tax - 2024	\$38.06	\$38.06	\$.00
2ND HALF BALANCE	\$38.06	\$38.06	\$.00

	Charges	Payments	Balance Due
Total Balance	\$8,532.50	\$8,532.50	\$.00

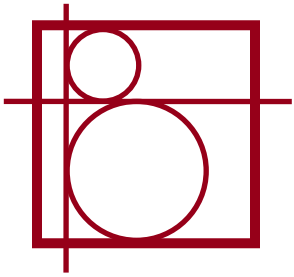
View Map

Updated :08/27/2025 03:45:26 AM

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WATER DEPARTMENT OFFICIALS: AS OF JANUARY 1, 2021 PLEASE UTILIZE THE TRANSFER TAB ON THE MYPLACE SITE TO DETERMINE OWNERSHIP FOR CREATING OR CLOSING ACCOUNTS. PARCEL DATA ON PROPERTY TRANSFERS ARE UPDATED DAILY. THEREFORE, YOU CAN NOW RELY ON THIS SITE FOR ACCURATE REAL PROPERTY OWNERSHIP. YOU ARE ALSO WELCOME TO ACCEPT COPIES OF RECORDED DEEDS FROM OUR OFFICE.

THANK YOU



**B R A N D T
ARCHITECTURE, LLC**

2220 Wooster Rd.
Rocky River, OH 44116
440-865-1824
www.brandtarchitecture.com

City of Beachwood
Attn.: Planning and Zoning Commission
25325 Fairmount Blvd.
Beachwood, OH 44122

August 27, 2025

Dear Board Members,

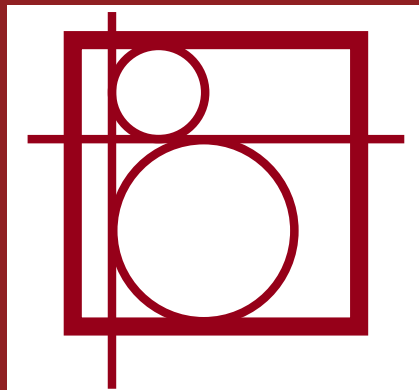
We are seeking several variances for improvements to the property and would like to explain the reasons behind our requests.

1. Hardscape coverage. The scope of work of the recent improvements is to add a paving area with raised organic garden beds and a paved path from the front driveway to the rear of the house for wheelchair access. There are several existing factors unique to this house that have impacted the need for this variance.
 - a. The house is a corner lot and has 2 existing wide driveways that contribute to the hardscape area. The front yard hardscape coverage was non-conforming before this project.
 - b. The existing house is a split level with lots of interior stairs. The homeowners wanted to create an accessible entrance to their home for older relatives and themselves in the future. This consists of a path from the driveway, past the garden area to the sunroom addition.
2. 8' high fence in rear yard. The purpose of the fence is to keep deer out of the garden. They have a very large open rear yard giving the deer plenty of room to run and jump a 6' fence. Also, the grade on the east side is 2' higher so the 6' fence along that property line and the 8' fence would align at the top. This is aesthetically nicer as well.
3. 6' high fence in front yard. The purpose of the fence is to align with the edge of the wheelchair path so one can't fall off the path and secondly to keep deer out of the kitchen garden in the front. The Owner has installed a temporary net screen in the proposed location and has watched the deer's path of travel. The size and location of the net has been a sufficient deterrent. The proposed fence would be a more permanent and aesthetically better solution.

In all these requests, much of the work is on the side and rear of the property so it would have little impact on the neighborhood. In all cases the variance requests are minimal. We feel these are reasonable given the size of the lot and its unique location as a corner lot. We hope you agree. Thank you for your consideration.

Sincerely,
Jill Brandt

SINGH RESIDENCE

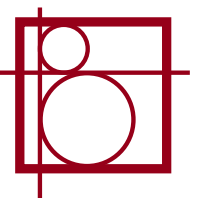


LOCATION: 25405 BRYDEN RD.

SCOPE: PATIO & FENCE ADDITION

VARAINCE REQUESTED:

1. HARDSCAPE COVERAGE
2. 8' HIGH FENCE IN REAR YARD
3. 6' HIGH FENCE IN FRONT YARD





EXISTING SITE PHOTOS



EXISTING FRONT



EXISTING FRONT



EXISTING SIDE



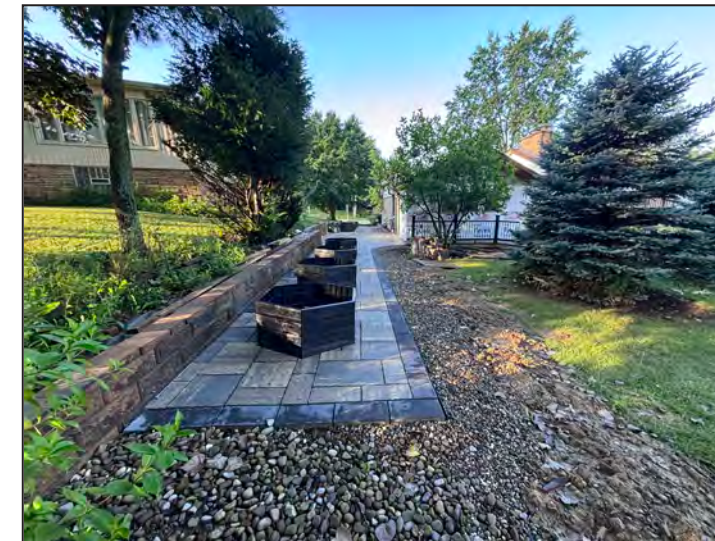
EXISTING WHEELCHAIR ACCESS



EXISTING REAR



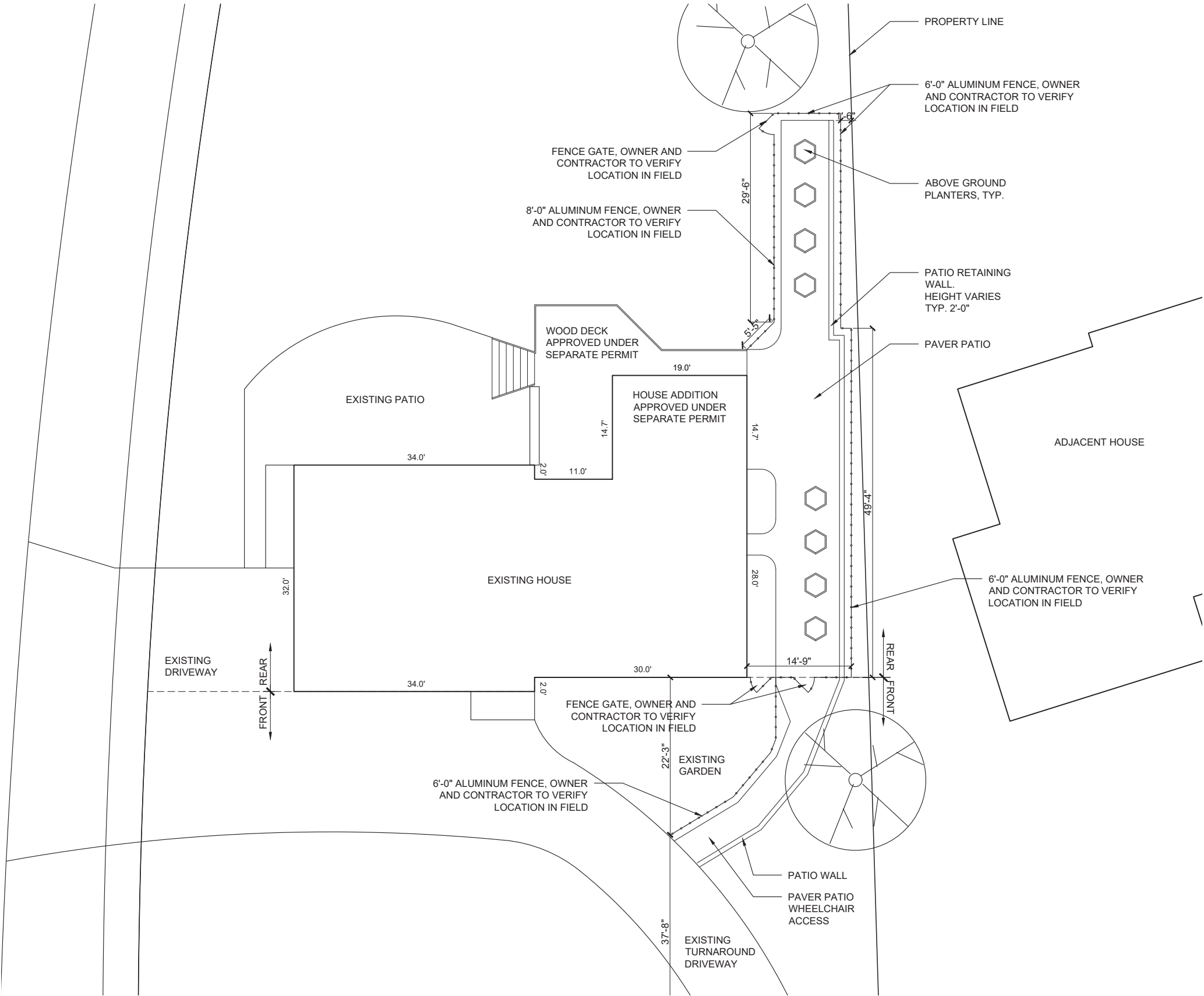
EXISTING REAR



EXISTING SIDE



FENCE TO MATCH RAILING



PROPOSED SITE PLAN

YARD HARDSpace PERCENTAGE

FRONT YARD

		AREA	PERCENTAGE
PRE-ADDITION AND POST-ADDITION	TOTAL YARD (SF)	5,192 SF	-
	EXISTING HARDScape (SF)	1,357 SF	26.1 %
	PROPOSED HARDScape (SF)	776 SF	-
	TOTAL HARDScape (SF)	2,133 SF	41.0 %

FRONT YARD ALLOWED 40.0% - 2,077 SF
VARIANCE REQUESTED = 56 SF

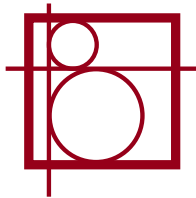
TOTAL LOT

		AREA	PERCENTAGE
	TOTAL YARD (SF)	20,580 SF	-
	EXISTING HARDScape (SF)	3,148 SF	-
	PROPOSED HARDScape (SF)	776 +180 SF	-
	TOTAL HARDScape (SF)	4,104 SF	19.9 %

TOTAL YARD ALLOWED 15.0% - 3,087 SF
VARIANCE REQUESTED = 1,017 SF



SCALE: NTS



Residential Fence Calculations

Date: 08/27/2025

Address: 25405 Bryden Rd.

Required: BCO 1146.02(b) Fences Permitted In U-1, U-2A, U-3, and U-3A Use Districts: Fences are permitted on property zoned Class U-1, U-2A, U-3, and U-3A according to the following regulations:

(1) Alongside and rear lot lines, but not greater than six feet (6') in height where abutting land is zoned Class U-1, U-2A, U-3, or U-3A.

(2) Within the rear yard, but not greater than six feet (6') in height.

Proposed: 8' (Foot) fence in the rear yard.

Variance: 2' (Foot)

Required: BCO 1146.02 (4) Ornamental fences within front yards provided that:

B. An ornamental fence shall not be located closer to any side lot line than the foundation wall on that side of the house.

Proposed: Ornamental fence extends beyond the foundation wall of the house.

Variance: To allow fence to extend beyond the foundation wall of the house.

Hardscape Variance

Date: 08/27/2025, Revised

Property Address: 25405 Bryden Rd.

Total Lot Area: 20,580.00'

Average Depth: 210.00'

Average Width: 98.00'

Total Lot Allowed Hardscape 15% Maximum BCO 1146.03(c): 3087.00'

Existing Hardscape: 3148.00'

Proposed Hardscape: (Total Lot): 956.00'

Variance Requested: 1017.00'

Front Yard Allowed Hardscape 40% Maximum BCO 1146.04: 2077.00

Existing Hardscape: 1357.00'

Proposed Hardscape: (Front Yard): 776.00'

Variance Requested: 56.00'

Tactical Planning, LLC

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TO: Beachwood Planning Commission

FROM: George Smerigan, City Planner

DATE: September 15, 2025

RE: **P&Z 2025-40** **Brandt Architecture, LLC**
Jagdip Singh
25405 Bryden Road
Total and Front Yard Hardscape Variances
Rear Fence Height Variance
Front Yard Fence Location Variance



This request is for approval of multiple variances to construct improvements around the home. The applicant is seeking a variance to the total permitted hardscape as well as the permitted hardscaping in the front yard. The applicant is also seeking variances to the permitted fence height in the rear yard and in the front yard.

Section 1146.04 limits the amount of hardscaping in front yards to not more than forty percent (40%) of the required front yard area. In this case the applicant is permitted a total of 2077 square feet of hardscape in the front yard. They currently have 1357 square feet of hardscape and are requesting to construct an additional 776 square feet for a total of 2133 square feet, which would require a variance of 56 square feet or approximately 3%.

Section 1146.03(c) limits total hardscape on the site to a maximum of fifteen percent (15%) of the total lot area. In this case, the applicant is permitted 3087 square feet of hardscape and currently has 3148 square feet of hardscape, which exceeds the permitted total by 61 square feet. The applicant proposes to install an additional 956 square feet of hardscape in the side and rear yards, in essence extending a paved area from the front corner of the house to a point approximately 40 feet behind the house. That would take the total hardscaping on the site to 4101 square feet, which would require a variance of 1017 square feet or approximately 33%.

P&Z 2025-40
Brandt Architecture, LLC
Jagdip Singh
25405 Bryden Road
Total and Front Yard Hardscape Variances
Rear Fence Height Variance
Front Yard Fence Location Variance
September 15, 2025
Page 2

The applicant is seeking to construct an eight (8) feet high aluminum fence in the rear yard. The proposed fence is approximately 35 feet in length and would extend from the rear deck to a proposed six (6) feet high aluminum fence that would extend to the side lot line. Section 1146.02(b) limits the height of fences in rear yards to a maximum of six (6) feet. The applicant would require a variance of two (2) feet.

The applicant is also requesting approval to install a fence six (6) feet in height in the front yard. Section 1146.02(b)(4)(c) requires that ornamental fences in front yards not be located closer to the side lot line than the foundation of the dwelling. The proposed fence location is approximately four (4) feet closer to the side lot line than the foundation wall of the house.

The applicant claims that the variances are all minimal; however, the total hardscape variance and the fence height variance are both substantial. The Commission has heard numerous requests for higher fencing in rear yards to control deer, but has historically not permitted rear yard fencing to exceed the Code maximum of six (6) feet.

The location of the front yard ornamental fence is not objectionable and would not appear to adversely impact the neighboring property owner or the appearance of the general neighborhood.

The small amount of additional hardscape in the front yard is relatively de minimis. The proposed amount of hardscape in the side and rear yard seems excessive. The property is already over the limit and adding an additional 956 square feet is not consistent with the spirit and intent of the Code.

In summary, the proposed improvements to the front yard appear reasonable, however, the plan for extensive paving and fencing of the side and rear yard does not meet any of the required criteria and findings for a practical difficulty. It is recommended that the Commission deny the fence height variance and the proposed hardscaping in the side and rear yards.

The Commission has final authority to either grant or deny the variance request. Should the Commission decide to grant the front fence location variance and the front hardscape variance, that approval should be subject to the following findings and stipulations:

1. Pursuant to Section 1159.04 it is determined that a practical difficulty will

P&Z 2025-40
Brandt Architecture, LLC
Jagdeep Singh
25405 Bryden Road
Total and Front Yard Hardscape Variances
Rear Fence Height Variance
Front Yard Fence Location Variance
September 15, 2025
Page 3

result on the subject site from the literal enforcement of Code Section 1146.04 with regard to maximum permitted hardscaping in front yards and Section 1146.02(b)(4)(c) with regard to the location of decorative fences in front yards.

2. Granting a variance of 56 square feet to Section 1146.04 to permit a total of 2133 square feet of hardscaping in the front yard in lieu of the Code permitted maximum of 2077 square feet.
3. Granting a variance of four (4) feet to Section 1146.02(b)(4)(c) to permit the ornamental fence in the front yard to extend four (4) feet closer to the side lot line than the foundation wall of the house.

**MEMORANDUM
CITY OF BEACHWOOD**

PLANNING AND ZONING COMMISSION MEETING

Meeting Date: September 25, 2025

Report Date: September 09, 2025

2025120.01

**To: Mr. Brian Roenigk
Building Commissioner**

**FR: Joseph R. Ciuni, P.E., P.S.
City Engineer**

AGENDA ITEM NO. 8

P & Z 2025-40 Jill Brandt has requested a 2-foot variance for an 8-foot high fence in the rear yard and a variance to allow a 6-foot high fence to extend beyond the foundation wall of the house, in accordance with BCO section 114.02(b), Fences Permitted in U-1, U-2A, U-3A Use Districts: a 1,017 square foot total lot allowed hardscape variance, in accordance with BCO Section 1146.03(c), Landscaping of Residential Lots Required, and a 56-foot front yard hardscape variance in accordance with 116.04, Driveways in Class U-1 District, for property improvements at 25405 Bryden Road.

The hardscape variance request is very substantial. From a stormwater management perspective, we do not recommend approval of this item.

We do not have any comments on the fence variance request.

Fire Prevention Bureau

P&Z Report

To: Planning and Zoning Commission
From: Matthew Domonkos, Assistant Chief
Date: 09/05/2025
Re: P&Z # 2025-40 25405 Bryden (Variance)

The Fire Prevention Bureau has reviewed the drawings/documents submitted for this item.

1. The Fire Department has no questions or comments at this time.

Matthew Domonkos

Matthew Domonkos
Assistant Fire Chief



25325 Fairmount Blvd. • Beachwood, Ohio 44122

Phone (216)292-1914 • Fax (216)292-1917

Email: Building@beachwoodohio.com

PLANNING & ZONING APPLICATION

Form must be completed or will not be processed

APPLICATION DATE: 9/4/2025

OWNER OF BUILDING: Unity Friends, LLC PHONE: 330.283.4153

STREET ADDRESS: P.O. Box 792

CITY/STATE/ZIP: Bath, Oh 44210

APPLICANT: Ron Flauto PHONE: 330.283.4153

COMPANY OR FIRM: Unity Friends LLC

EMAIL: rflauto@yahoo.com

STREET ADDRESS: P.O. Box 792

CITY/STATE/ZIP: Bath, Oh 44210

PRESENTER(S) TO APPEAR AT THE P&Z MEETING (include name & email address):

Joe Gutoskey joegutoskey@gutoskey.com

Jennifer Hondroudakis jhondro29@gmail.com (property manager)

DESCRIPTION OF THE PROPERTY:

ADDRESS: 23600 Commerce Pk & 23650 Commerce Pk Beachwood, Oh 44122 SUITE #

TENANT NAME: Not applicable

PERMANENT PARCEL # 742 25 001 PRESENT USE: medical PROPOSED USE: medical

PURPOSE OF APPLICATION: Lot split

NATURE OF THE REQUEST (check as many as apply):

- ☐ Preliminary site plan approval
- ☐ Final site plan approval
- ☒ Lot split
- ☐ Lot consolidation
- ☐ Conditional use permit
- ☐ Rezoning
- ☐ Zoning text amendment
- ☐ Other
- ☐ Request for a variance.

Must provide a "Box Score" indicating permitted area, distance, etc. and requested area, distance, etc. with application.
Please explain reason for variance (must indicate a hardship):

Are there any special issues regarding this application that should be brought to the attention of the Planning Commission and Staff? If so, please explain.

***** CONTINUED ON NEXT PAGE *****

Planning & Zoning Submission Requirements:

- Attach site plan of the proposed development with details such as square footage, height, purpose.
- Attach an aerial photo depicting the property and surrounding area (these are available online via County Auditor's GIS website or Google Earth).
- Attach copy of the Auditor's Report from the Cuyahoga County website indicating the real estate taxes for the property have been paid on a current basis.
- Any Planning & Zoning application which requires Council approval must have a representative attend the scheduled Council meeting.

Planning & Zoning Submission Filing Fees & Deposits:

A non-refundable filing fee in the amount of thirty-five dollars (\$35.00) shall be paid to the City for each application submitted to the Planning and Zoning Commission; and...

A cash fee in the amount set forth in the following schedule shall be submitted in addition to the filing fee listed in subsection (a) hereof, at the time of application to the Planning and Zoning Commission and/or Council:

	<u>Zoning District</u>	<u>Fee</u>
(1)	U-1, A-1 / U-1, A-2 / U-2 / U-2A / Variances Includes all applications to the Planning Commission and/or Council except applications for lot splits and/or consolidations plats, easement applications, and any application required to be recorded with the County Recorder's Office.	\$300.00
(2)	All other Zoning Districts for site development plan review (new building/addition)	\$5,000.00
(3)	All lot split and/or consolidation plats, easements, and any application required to be recorded with the County Recorder's Office	\$1,500.00
(4)	For all Zoning Districts, excepting U-1, A-1/U-1, A-2/U-2/ and U-2A, all other applications, including, but not limited to: special use permits, conditional use permits, variances, text amendments, or similar or harmonious use	\$750.00
(5)	Map Amendment	\$2,500.00

We, the building owner and/or applicant, with our signature below, hereby agree to follow specifically the plans submitted to and approved by the Planning and Zoning Commission and do agree to construct said building(s) as depicted on said approved plans.


SIGNATURE

Jennifer Hondroudakis (property manager)
PRINTED NAME

9/4/2025
DATE

*****OFFICE USE ONLY*****

PLANNING & ZONING COMMISSION - P&Z No. _____ MEETING DATE: _____

FEE: _____ RECEIPT # _____ AMOUNT \$ _____ DATE PAID _____

Preliminary Approval: _____
Date

Final Approval: _____
Date

Recommendation to Council: ☐ YES ☐ NO Meeting Date: _____



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[Property Summary Report](#)

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Primary Owner

UNITY FRIENDS LLC

Property Address

23645 MERCANTILE RD BEACHWOOD, OH 44122

Tax Mailing Address

UNITY FRIENDS LLC PO Box 792 BATH, OH 44210

Description

58 COMMERCE PARK DEV S/L 8 NWP 0007 ALL

Property Class

OFFICE BUILDINGS - 1 AND 2 STORIES

Parcel Number

742-25-001

Taxset

Beachwood

Tax Year



Summary By Tax Year 2024 Pay 2025

Please use the Pay Your Taxes Online to pay your tax bill for the current tax year

[Assessed Values](#)

ACTIVITY
Informal Reviews
Board of Revisions Cases

Land Value	\$212,630
Building Value	\$1,457,650
Total Value	<u>\$1,670,280</u>
Homestead Value	\$

Half Year Charge Amounts

Gross Tax	\$101,644.89
Less 920 Reduction	<u>\$40,171.02</u>
Sub Total	\$61,473.87
Non-business Credit	\$.00
Owner Occupancy Credit	\$.00
Homestead Reduction	\$.00
Total Assessments	<u>\$163.88</u>
Half Year Net Taxes	<u>\$61,637.75</u>

Market Values

Land Value	\$607,500
Building Value	<u>\$4,164,700</u>
Total Value	<u>\$4,772,200</u>

Rates

Full Rate	121.71
920 Reduction Rate	.395174
Effective Rate	73.613363

Flags

Owner Occupancy Credit	N
Homestead Reduction	N
Foreclosure	N

Cert. Pending	N
Cert. Sold	N
Payment Plan	N

Escrow

Escrow	N
Payment Amount	\$.00

Tax Balance Summary

Charges

\$123,282.68

Payments

\$123,282.68

Balance Due

\$0.00

2024 (pay in 2025) Charge and Payment Detail

Taxset	Charge Type	Charges	Payments	Balance Due
Beachwood				
	1st half tax	\$61,473.87	\$61,473.87	\$0.00
	1ST HALF	\$61,473.87	\$61,473.87	\$0.00
	BALANCE			
	2nd half tax	\$61,481.05	\$61,481.05	\$0.00
	2ND HALF	\$61,481.05	\$61,481.05	\$0.00
	BALANCE			
C100030C-SEWER MAINTENANCE				
	1st half tax - 2024	\$81.94	\$81.94	\$0.00
	1ST HALF	\$81.94	\$81.94	\$0.00
	BALANCE			

C100030S-Sewer Maintenance	2nd half tax - 2024	\$81.94	\$81.94	\$0.00
	2ND HALF BALANCE	\$81.94	\$81.94	\$0.00
	1st half tax - 2024	\$81.94	\$81.94	\$0.00
	1ST HALF BALANCE	\$81.94	\$81.94	\$0.00
	2nd half tax - 2024	\$81.94	\$81.94	\$0.00
	2ND HALF BALANCE	\$81.94	\$81.94	\$0.00
		Charges	Payments	Balance Due
Total Balance		\$123,282.68	\$123,282.68	\$0.00
View Map				

Updated :09/04/2025 03:51:14 AM

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THANK YOU



Cuyahoga County GIS Viewer



Date Created: 9/4/2025

Legend

- Municipalities
- Right Of Way
- Platted Centerline
- Parcel

1: 1,691



282 0 141 282 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

OWNERS ACCEPTANCE

UNITY FRIENDS LLC, AN OHIO LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNER OF THE LAND SHOWN HEREON, DOES HEREBY ACCEPT THIS PLAT OF LOT SPLIT AS SHOWN.

BY: _____ TITLE _____

PRINT NAME _____

COUNTY OF CUYAHOGA } SS

STATE OF OHIO }

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED UNITY FRIENDS LLC, BY _____ WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT, AND THAT THE SAME WAS THEIR FREE ACT AND DEED AND THE FREE ACT AND DEED OF SAID LLC. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT _____ OHIO, THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

APPROVALS

THIS PLAT OF LOT SPLIT IS ACCEPTED AND APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BEACHWOOD, OHIO THIS _____ DAY OF _____, 20____.

CHAIRMAN _____ PRINT NAME _____

SECRETARY _____ PRINT NAME _____

THIS PLAT OF LOT SPLIT IS ACCEPTED AND APPROVED BY THE CITY ENGINEER OF THE CITY OF BEACHWOOD, OHIO THIS _____ DAY OF _____, 20____.

JOSEPH R. CIUNI PE PS CITY ENGINEER

PLAT OF LOT SPLIT
FOR
UNITY FRIENDS LLC

SITUATED IN THE CITY OF BEACHWOOD, COUNTY OF CUYAHOGA AND STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL WARRENSVILLE TOWNSHIP LOT NOS. 58 & 59 AND FURTHER KNOWN AS BEING ALL OF PARCEL NO. 7 AND PART OF PARCEL NO. 8 IN THE COMMERCE PARK DEVELOPMENT AS RECORDED IN VOLUME 185, PAGES 73-75 OF CUYAHOGA COUNTY MAP RECORDS.

SEPTEMBER, 2025

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND PREPARED THE ATTACHED PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 4733.37 OF THE OHIO ADMINISTRATIVE CODE. DIMENSIONS EXPRESSED ARE BASED ON THE US SURVEY FOOT AND ARE IN FEET AND DECIMAL PARTS THEREOF. BEARINGS ARE BASED ON THE CENTERLINE OF COMMERCE PARK ROAD AS SHOWN ON THE DEVELOPMENT MAP, ALL OF WHICH I DECLARE TO BE CORRECT TO THE BEST OF MY KNOWLEDGE.

Joseph Gutoskey 05 9/4/25
JOSEPH GUTOSKEY, P.S. No. 7567 DATE



DOTTED HATCHING INDICATES SHARED
INGRESS-EGRESS EASEMENT.

23700 COMMERCE PARK HOLDINGS, LLC
AFN 202005010173
PPN 742-25-004

N00°09'08"W 533.30'

PARCEL 8
PARCEL 7

20' SIDE SETBACK

N00°09'06"W 350.31'

20' SIDE SETBACK

SHARED PARKING
EASEMENT

PARCEL A
56,049 SQ. FT.
1.2867 ACRES

UNITY FRIENDS LLC
AFN 201407310413
PPN 742-25-001

SHARED PARKING
EASEMENT

20' SIDE SETBACK

BEACHWOOD 23550 COMMERCE PARK LLC
AFN 202105070215
PPN 742-23-018

S00°09'08"E

532.90'

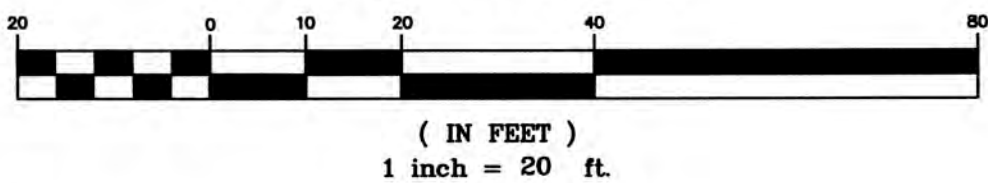
REFERENCES:
DEEDS AS SHOWN HEREON.

COMMERCE PARK DEVELOPMENT AS
RECORDED IN VOLUME 185, PAGES
73-75.

LEGEND

- IRON PIN/PIPE/MON. FOUND (AS NOTED)
- MAG NAIL OR 5/8" DIA. BY 30" LONG CAPPED IRON PIN SET I.D. GUTOSKEY PS 7567
- MONUMENT BOX (AS NOTED)

GRAPHIC SCALE



GUTOSKEY & ASSOCIATES INC.
Civil Engineers, Surveyors and Land Planners
10135 GOTTSCALK PARKWAY SUITE 4 CHAGRIN FALLS, OHIO 44023
Tel (440) 543-6900
JOEGUTOSKEY@GUTOSKEY.COM

CONTRACT No.
25-4260

Tactical Planning, LLC

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54; 4<52 , 59 288; 9 A

TO: Beachwood Planning Commission

FROM: George Smerigan, City Planner

DATE: September 15, 2025

RE: **P&Z 2025-41 Unity Friends, LLC**
23600 and 23650 Commerce Park Road
Lot Split Plat
Frontage Variance
Parking Setback Variances

This request is for approval of a lot split plat to divide existing PP No. 742-25-001 into two (2) parcels. The subject site is zoned U-8 Industrial and Office Mixed-Use District. If split, Parcel A would contain approximately 1.29 acres and would have 160 feet of frontage on Commerce Park Road. Parcel B would contain approximately 1.04 acres but would have only 30 feet of frontage on Commerce Park Drive. Section 1129.03(a) requires that lots in the U-8 District have a minimum of 150 feet of frontage. Therefore, approval of the lot split would require a lot frontage variance of 120 feet.

The existing buildings will continue to comply with all of the setback requirements for the district, with the note that the building on Parcel B was granted a rear yard setback variance at the time it was constructed. Approval of the lot split plat will also require parking setback variances for both parcels as the proposed new lot line runs through the parking lot. Given that these two buildings have been sharing parking and access, the parking setback variances are not an issue provided that the applicant provide a cross access and parking agreement acceptable to the Law Department.

Because variances are required, this lot split plat must be approved by City Council. The Commission will need to act in the form of a recommendation to City Council. Should the Commission decide to recommend approval of the lot split and variances, it should be subject to the following findings and stipulations:

1. Pursuant to Section 1159.04 it is determined that a practical difficulty will result on the subject site from the literal enforcement of Code Section 1129.03(a) with regard to minimum lot frontage and Code Section

P&Z 2025-41
Unity Friends, LLC
23600 and 23650 Commerce Park Road
Lot Split Plat
Frontage Variance
Parking Setback Variances
September 15, 2025
Page 2

1129.03(b)(5) with regard to minimum parking setbacks.

2. Granting a variance of 120 feet to Section 1129.03(a) to permit the applicant to subdivide PP No. 742-25-001 in accordance with the proposed lot split plat creating Parcel B with 30 feet of street frontage in lieu of the Code required minimum of 150 feet.
3. Granting a 3 feet parking setback variance to both Parcels to permit the parking setback to be zero feet in lieu of the Code required minimum of 3 feet.
4. Submission and recording of a perpetual cross access and parking agreement in a form approved by the Law Department.

**MEMORANDUM
CITY OF BEACHWOOD**

PLANNING AND ZONING COMMISSION MEETING

Meeting Date: September 25, 2025

Report Date: September 09, 2025

2025120.01

**To: Mr. Brian Roenigk
Building Commissioner**

**FR: Joseph R. Ciuni, P.E., P.S.
City Engineer**

AGENDA ITEM NO. 9

P & Z 2025-41 Ron Flauto has requested preliminary and final approval of a lot split plat for PPN 742-25-001, 23600 Commerce Park Road and 23650 Commerce Park Road.

We have reviewed this application, and it meets the City Standards. The applicant must submit a copy of the shared ingress-egress easement (which must be recorded with the Plat) for review and approval.

We hereby recommend approval, subject to review of the easement document.

Fire Prevention Bureau

P&Z Report

To: Planning and Zoning Commission
From: Matthew Domonkos, Assistant Chief
Date: 09/11/2025
Re: P&Z # 2025-41 24400 Cedar (Lot Split)

The Fire Prevention Bureau has reviewed the drawings/documents submitted for this item.

1. The Fire Department has no questions or comments at this time.

Matthew Domonkos

Matthew Domonkos
Assistant Fire Chief



25325 Fairmount Blvd. • Beachwood, Ohio 44122

Phone (216)292-1914 • Fax (216)292-1917

Email: Building@beachwoodohio.com

PLANNING & ZONING APPLICATION

Form must be completed or will not be processed

APPLICATION DATE: _____

OWNER OF BUILDING: 24400 Cedar Road Associates, Inc PHONE: 216-861-3167

STREET ADDRESS: 24400 Cedar Road

CITY/STATE/ZIP: Beachwood, Ohio 44124

APPLICANT: Cody Crum PHONE: 440-884-3100

COMPANY OR FIRM: Neff and Associates

EMAIL: CCRUM@NEFF-ASSOC.COM

STREET ADDRESS: 6405 York Road

CITY/STATE/ZIP: Parma Heights, Ohio 44130

PRESENTER(S) TO APPEAR AT THE P&Z MEETING (include name & email address):

Cody Crum (CCRUM@NEFF-ASSOC.COM); Isabelle King (isabelle.b.king@gmail.com)

Chris Sponseller (Christopher.Sponseller@thompsonhine.com)

DESCRIPTION OF THE PROPERTY:

ADDRESS: 24400 Cedar Road SUITE # _____

TENANT NAME: The Hangar Club

PERMANENT PARCEL # 741 12 001 PRESENT USE: U-1A-1 PROPOSED USE: U-1A-1

PURPOSE OF APPLICATION: To establish a separate parcel to convey of "The Hangar" building to the nonprofit foundation that will own the building and operate the club.

NATURE OF THE REQUEST (check as many as apply):

☐ Preliminary site plan approval

☐ Final site plan approval

☒ Lot split

☐ Lot consolidation

☐ Conditional use permit

☐ Rezoning

☐ Zoning text amendment

☐ Other _____

☒ Request for a variance.

Must provide a "Box Score" indicating permitted area, distance, etc. and requested area, distance, etc. with application.

Please explain reason for variance (must indicate a hardship):

Maintain the Hangar as a social club.

Are there any special issues regarding this application that should be brought to the attention of the Planning Commission and Staff? If so, please explain. An Access Easement will provide perpetual access to Cedar Road.

***** CONTINUED ON NEXT PAGE *****

- Attach site plan of the proposed development with details such as square footage, height, purpose.
- Attach an aerial photo depicting the property and surrounding area (these are available online via County Auditor's GIS website or Google Earth).
- Attach copy of the Auditor's Report from the Cuyahoga County website indicating the real estate taxes for the property have been paid on a current basis.
- Any Planning & Zoning application which requires Council approval must have a representative attend the scheduled Council meeting.

A non-refundable filing fee in the amount of thirty-five dollars (\$35.00) shall be paid to the City for each application submitted to the Planning and Zoning Commission; and...

	<u>Zoning District</u>	<u>Fee</u>
(1)	U-1, A-1 / U-1, A-2 / U-2 / U-2A / Variances Includes all applications to the Planning Commission and/or Council except applications for lot splits and/or consolidations plats, easement applications, and any application required to be recorded with the County Recorder's Office.	\$300.00
(2)	All other Zoning Districts for site development plan review (new building/addition)	\$5,000.00
(3)	All lot split and/or consolidation plats, easements, and any application required to be recorded with the County Recorder's Office	\$1,500.00
(4)	For all Zoning Districts, excepting U-1, A-1/U-1, A-2/U-2/ and U-2A, all other applications, including, but not limited to: special use permits, conditional use permits, variances, text amendments, or similar or harmonious use	\$750.00
(5)	Map Amendment	\$2,500.00

approved plans.

		
SIGNATURE	PRINTED NAME	DATE

Recommendation to Council: ☐ YES ☐ NO Meeting Date: _____



CUYAHOGA COUNTY, *Ohio*

MyPlace

Search

City

Entire County



Search By

☐ Owner

☐ Parcel

☒ Address

74112001 | 24400 CEDAR ROAD | 24400 CEDAR RD | BEACHWOOD | 44122



[View Map](#)

PROPERTY DATA

[General Information](#)

[Transfers](#)

[Values](#)

[Land](#)

[Building Information](#)

[Building Sketch](#)

[Other Improvements](#)

[Permits](#)

[Property Summary Report](#)

TAXES

[Tax By Year](#)

[Pay Your Taxes Online](#)

LEGAL RECORDINGS

[Get a Document List](#)

ACTIVITY

[Informal Reviews](#)

[Board of Revisions Cases](#)

Primary Owner

24400 Cedar Road

Property Address

24400 Cedar RD Beachwood, OH 44122

Tax Mailing Address

HANGAR MANAGEMENT CO 3050 PROSPECT AVE SUITE 4100 CLEVELAND, OH 44115

Description

9 UNION NWC COMMUNITY DR NEXT W

Property Class

RACQUETBALL AND TENNIS CLUBS

Parcel Number

741-12-001

Taxset

Beachwood

Tax Year

2024 Pay 2025

PAY BY E-CHECK OR CREDIT/DEBIT CARD

Summary By Tax Year 2024 Pay 2025

Please use the Pay Your Taxes Online to pay your tax bill for the current tax year

Assessed Values

Land Value	\$189,810
Building Value	\$164,010
Total Value	\$353,820
Homestead Value	\$

Half Year Charge Amounts

Gross Tax	\$21,531.72
Less 920 Reduction	\$8,509.54
Sub Total	\$13,022.18
Non-business Credit	\$.00
Owner Occupancy Credit	\$.00
Homestead Reduction	\$.00
Total Assessments	\$382.96
Half Year Net Taxes	\$13,405.14

Market Values

Land Value	\$542,300
Building Value	\$468,600
Total Value	\$1,010,900

Rates

Full Rate	121.71
920 Reduction Rate	.395209
Effective Rate	73.609058

Flags

Owner Occupancy Credit	N
Homestead Reduction	N
Foreclosure	N
Cert. Pending	N
Cert. Sold	N
Payment Plan	N

Escrow

Escrow	N
Payment Amount	\$.00

Tax Balance Summary

Charges

\$26,811.78

Payments

\$13,407.05

Balance Due

\$13,404.73

2024 (pay in 2025) Charge and Payment Detail

Taxset	Charge Type	Charges	Payments	Balance Due
Beachwood				
	1st half tax	\$13,022.18	\$13,022.18	\$.00
	1ST HALF BALANCE	\$13,022.18	\$13,022.18	\$.00
	2nd half tax	\$13,023.70	\$1.91	\$13,021.79
	2ND HALF BALANCE	\$13,023.70	\$1.91	\$13,021.79
C100030C-SEWER MAINTENANCE				
	1st half tax - 2024	\$191.48	\$191.48	\$.00
	1ST HALF BALANCE	\$191.48	\$191.48	\$.00
	2nd half tax - 2024	\$191.47	\$.00	\$191.47
	2ND HALF BALANCE	\$191.47	\$.00	\$191.47
C100030S-Sewer Maintenance				
	1st half tax - 2024	\$191.48	\$191.48	\$.00
	1ST HALF BALANCE	\$191.48	\$191.48	\$.00
	2nd half tax - 2024	\$191.47	\$.00	\$191.47
	2ND HALF BALANCE	\$191.47	\$.00	\$191.47
		Charges	Payments	Balance Due

Total Balance

\$26,811.78 \$13,407.05 \$13,404.73

PAY BY E-CHECK OR CREDIT/DEBIT CARD

Top

View Map

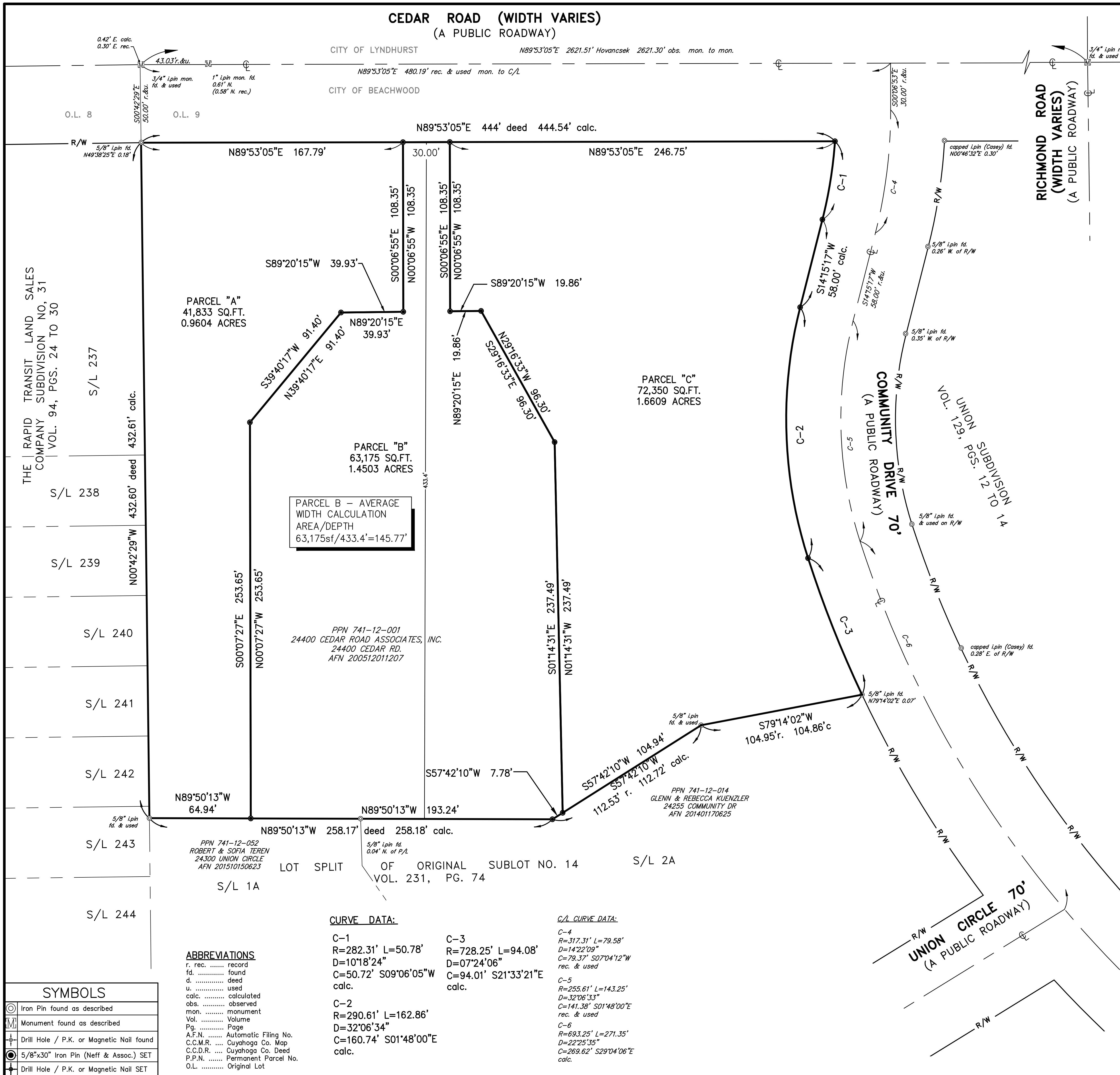
Updated :07/16/2025 03:42:34 AM

Disclaimer: Cuyahoga County provides this geographic data and related analytical results as a free public service on an "as is" basis. Cuyahoga County makes no guarantee(s) or warranty(ies) as to the accuracy, completeness, or timeliness of the information contained herein, and said information is not intended to, nor does it, constitute an official public record of Cuyahoga County. While much of the data contained herein is compiled from public records, the official records of the public office or agency from which they were

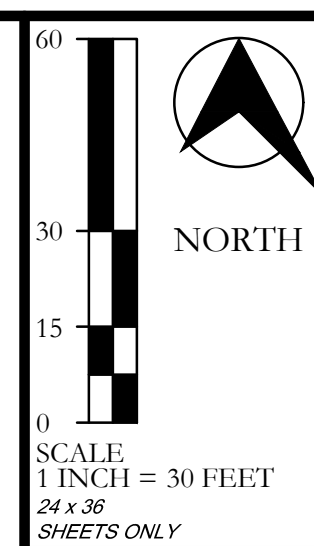
compiled remains the official record of any such public office or agency. **By accessing, viewing or using any part of the site, you expressly acknowledge you have read, agree to and consent to be bound by all of the terms and conditions listed on this site. Routine maintenance is performed on Fridays and disruptions may occur. We apologize for any inconvenience.**

WATER DEPARTMENT OFFICIALS: AS OF JANUARY 1, 2021 PLEASE UTILIZE THE TRANSFER TAB ON THE MYPLACE SITE TO DETERMINE OWNERSHIP FOR CREATING OR CLOSING ACCOUNTS. PARCEL DATA ON PROPERTY TRANSFERS ARE UPDATED DAILY. THEREFORE, YOU CAN NOW RELY ON THIS SITE FOR ACCURATE REAL PROPERTY OWNERSHIP. YOU ARE ALSO WELCOME TO ACCEPT COPIES OF RECORDED DEEDS FROM OUR OFFICE.

THANK YOU



	07-02-25	Submit to Client
REV NO	DATE	DESCRIPTION
DWG NAME	DRAWN BY	CHKD BY
15066-E	CWC	TEW
		15066



THE HANGAR - 24400 CEDAR ROAD
LOT SPLIT PLAT
 CITY OF BEACHWOOD, COUNTY OF CUYAHOGA, STATE OF OHIO

NEFF
& ASSOCIATES
Civil Engineers + Landscape Architects + Planners + Surveyors
6405 York Road Parma Heights, Ohio 44130
Tel: 440.884.3100 Fax: 440.884.3104

Tactical Planning, LLC

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REVISED

TO: Beachwood Planning Commission

FROM: George Smerigan, City Planner

DATE: September 15, 2025

RE: **P&Z 2025-32** **Neff & Associates**
 The Hanger Club
 24400 Cedar Road
 Lot Split Plat



This request is for approval of a lot split plat to divide existing PP No. 741-12-001 into three (3) parcels. The subject site is zoned U-1 A-1 Single-Family Residential District. If split, Parcel A would contain 41,833 square feet and would have 168 feet of frontage on Cedar Road. Parcel B would contain approximately 1.45 acres and would have 30 feet of frontage on Cedar Road. Parcel C would contain 1.66 acres and would have extensive frontage on both Cedar Road and Community Drive. Parcels A and C meet the area and lot width requirements for lots in the U-1 A-1 District. Parcel B meets the area requirement and will comply with the 100 feet average lot width requirement set forth in Section 1143.02.

Parcel C would have sufficient area and street frontage to be further subdivided to create additional individual building lots. Any further division of Parcel A would require a frontage variance.

The intent of the split is to place the existing Hanger Club facility on a separate parcel from the remainder of the site to be operated by a non-profit entity. The Hanger Club is an existing nonconforming use in the U-1 District. Based on the proposed configuration of the split, the Hanger Club building would comply with the minimum side yard setbacks for principal buildings in the U-1 District. No variances are required for the approval of this lot split as reconfigured; however, it is recommended that the minimum front building setback for Parcel B be established at 120 feet from the right-of-way line of Cedar Road in order to insure a lot width of 100 feet at the building setback line

P&Z 2025-32
Neff & Associate
The Hanger Club
24400 Cedar Road
Lot Split Plat
September 15, 2025
Page 2

The Commission has final authority to approve the lot split as configured. Should the Commission decide to approval of the lot split and the variance, it should be subject to the following stipulation:

1. That the plat be revised to include a minimum building setback line on Parcel B located 120 feet from the right-of-way line of Cedar Road.



**MEMORANDUM
CITY OF BEACHWOOD**

PLANNING AND ZONING COMMISSION MEETING

Meeting Date: September 25, 2025

Report Date: September 09, 2025

2025120.01

**To: Mr. Brian Roenigk
Building Commissioner**

**FR: Joseph R. Ciuni, P.E., P.S.
City Engineer**

AGENDA ITEM - Tabled

P & Z 2025-39 Cody Crum has requested preliminary and final approval of a lot split plat and a lot frontage variance for PPN 741-12-001, The Hangar Club, located at 24400 Cedar Road.

We have reviewed this application, and the Lot Split Plat meets all City and County standards. We therefore recommend approval.



Fire Prevention Bureau

P&Z Report

To: Planning and Zoning Commission
From: Matthew Domonkos, Assistant Chief
Date: 09/12/2025
Re: P&Z # 2025-32 24400 Cedar Rd. (Lot Split)

The Fire Prevention Bureau has reviewed the drawings/documents submitted for this item.

1. The Fire Department has no questions or comments at this time.

Matthew Domonkos

Matthew Domonkos
Assistant Fire Chief



25325 Fairmount Blvd. • Beachwood, Ohio 44122

Phone (216)292-1914 • Fax (216)292-1917

Email: Building@beachwoodohio.com

PLANNING & ZONING APPLICATION

Form must be completed or will not be processed

APPLICATION DATE: 08/04/2025

OWNER OF BUILDING: 23533 Mercantile LLC PHONE: 216-255-6269

STREET ADDRESS: 4400 Renaissance Pkwy, Suite 1

CITY/STATE/ZIP: Warrensville Heights, Ohio 44128

APPLICANT: 23533 Mercantile LLC PHONE: 216-255-6269

COMPANY OR FIRM: Simonovic Law LLC

EMAIL: Leasing@1stallinvestments.com

STREET ADDRESS: 4400 Renaissance Pkwy, Suite 1

CITY/STATE/ZIP: Warrensville Heights, Ohio 44128

PRESENTER(S) TO APPEAR AT THE P&Z MEETING (include name & email address):

Dmitry Belkin, Jeromy Simonovic, Brian Green, Leon Sampat

DESCRIPTION OF THE PROPERTY:

ADDRESS: 23533 Mercantile Rd., Beachwood, Ohio 44122 SUITE #

TENANT NAME: 23533 Mercantile LLC c/o Dmitry Belkin

PERMANENT PARCEL # 742 .24 .023 PRESENT USE: U-8 PROPOSED USE: storage

PURPOSE OF APPLICATION: Permitting indoor storage business to operate in the Property because this usage is compatible and harmonious with other use in the district

NATURE OF THE REQUEST (check as many as apply):

- ☐ Preliminary site plan approval
- ☐ Final site plan approval
- ☐ Lot split
- ☐ Lot consolidation
- ☒ Conditional use permit
- ☐ Rezoning
- ☐ Zoning text amendment
- ☐ Other
- ☐ Request for a variance.

Must provide a "Box Score" indicating permitted area, distance, etc. and requested area, distance, etc. with application.

Please explain reason for variance (must indicate a hardship):

Owner has an 80% vacancy in the Property despite substantial marketing investments

Are there any special issues regarding this application that should be brought to the attention of the Planning Commission and Staff? If so, please explain. The Property was built as a mall showroom concept for furniture and fabrics. That market declined leaving the property mostly vacant.

***** CONTINUED ON NEXT PAGE *****

Planning & Zoning Submission Requirements:

- Attach site plan of the proposed development with details such as square footage, height, purpose.
- Attach an aerial photo depicting the property and surrounding area (these are available online via County Auditor's GIS website or Google Earth).
- Attach copy of the Auditor's Report from the Cuyahoga County website indicating the real estate taxes for the property have been paid on a current basis.
- Any Planning & Zoning application which requires Council approval must have a representative attend the scheduled Council meeting.

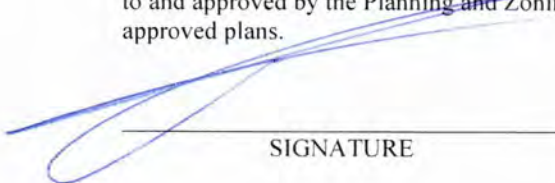
Planning & Zoning Submission Filing Fees & Deposits:

A non-refundable filing fee in the amount of thirty-five dollars (\$35.00) shall be paid to the City for each application submitted to the Planning and Zoning Commission; and...

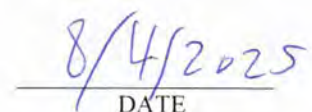
A cash fee in the amount set forth in the following schedule shall be submitted in addition to the filing fee listed in subsection (a) hereof, at the time of application to the Planning and Zoning Commission and/or Council:

	<u>Zoning District</u>	<u>Fee</u>
(1)	U-1, A-1 / U-1, A-2 / U-2 / U-2A / Variances Includes all applications to the Planning Commission and/or Council except applications for lot splits and/or consolidations plats, easement applications, and any application required to be recorded with the County Recorder's Office.	\$300.00
(2)	All other Zoning Districts for site development plan review (new building/addition)	\$5,000.00
(3)	All lot split and/or consolidation plats, easements, and any application required to be recorded with the County Recorder's Office	\$1,500.00
(4)	For all Zoning Districts, excepting U-1, A-1/U-1, A-2/U-2/ and U-2A, all other applications, including, but not limited to: special use permits, conditional use permits, variances, text amendments, or similar or harmonious use	\$750.00
(5)	Map Amendment	\$2,500.00

We, the building owner and/or applicant, with our signature below, hereby agree to follow specifically the plans submitted to and approved by the Planning and Zoning Commission and do agree to construct said building(s) as depicted on said approved plans.


SIGNATURE


PRINTED NAME


DATE

*****OFFICE USE ONLY*****

PLANNING & ZONING COMMISSION - P&Z No. _____ MEETING DATE: _____

FEE: RECEIPT # _____ AMOUNT \$ _____ DATE PAID _____

Preliminary Approval: _____
Date

Final Approval: _____
Date

Recommendation to Council: ☐ YES ☐ NO Meeting Date: _____

23533 MERCANTILE LLC
23533 MERCANTILE RD BEACHWOOD, OH 44122
23533 MERCANTILE LLC 4400 RENAISSANCE PKWY SUITE 1 WARRENSVILLE HTS, OH 44128
58 COMMPK DEV 0008 SWP
OTHER RETAIL STRUCTURES
742-24-023
Beachwood
2024 Pay 2025 ▼

PAY BY E-CHECK OR CREDIT/DEBIT CARD

Summary By Tax Year 2024 Pay 2025

Please use the [Pay Your Taxes Online](#) to pay your tax bill for the current tax year.

Assessed Values

Land Value	\$483,630
Building Value	\$933,910
Total Value	<u>\$1,417,540</u>
Homestead Value	\$

Half Year Charge Amounts

Gross Tax	\$86,264.40
Less 920 Reduction	<u>\$34,092.50</u>
Sub Total	\$52,171.90
Non-business Credit	\$0.00
Owner Occupancy Credit	\$0.00
Homesteaded Reduction	\$0.00
Total Assessments	<u>\$404.50</u>
Half Year Net Taxes	\$52,576.40

Market Values

Land Value	\$1,381,800
Building Value	<u>\$2,668,300</u>
Total Value	<u>\$4,050,100</u>

Rates

Full Rate	121.71
920 Reduction Rate	395209
Effective Rate	73.609058

Flags

Owner Occupancy Credit	N
Homestead Reduction	N
Foreclosure	N
Cert. Pending	N
Cert. Sold	N
Payment Plan	N

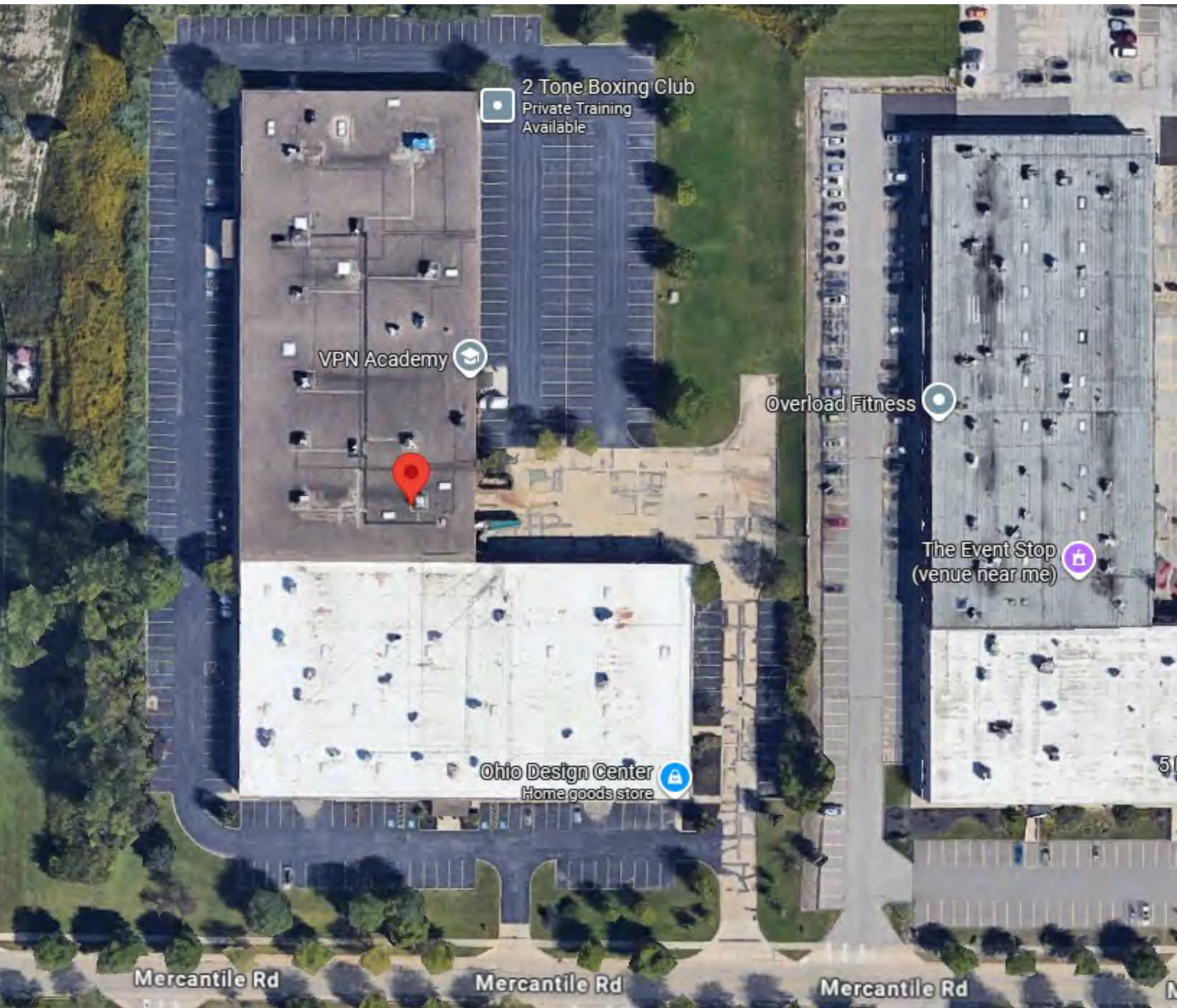
Escrow

Escrow	N
Payment Amount	\$0.00

	Charges	Payments	Balance Due
Tax Balance Summary	\$105,158.90	\$52,576.40	\$52,582.50

2024 (pay in 2025) Charge and Payment Detail

Taxset	Charge Type	Charges	Payments	Balance Due
Beachwood				
	1st half tax	\$52,171.90	\$52,171.90	\$0.00
	1ST HALF BALANCE	\$52,171.90	\$52,171.90	\$0.00
	2nd half tax	\$52,178.00	\$0.00	\$52,178.00
	2ND HALF BALANCE	\$52,178.00	\$0.00	\$52,178.00
C100030C-SEWER MAINTENANCE				
	1st half tax - 2024	\$202.25	\$202.25	\$0.00



COHEN COMMERCIAL GROUP

6151 Wilson Mills Road, Suite 100

Highland Heights, Ohio 44143

Phone: (216) 223-5060

info@CohenCommercialGroup.com

July 30, 2025

Beachwood Planning and Zoning Commission
25325 Fairmount Blvd
Beachwood, Ohio 44122

RE: My experience listing 23533 Mercantile Rd., Beachwood Ohio 44122

To whom it may concern,

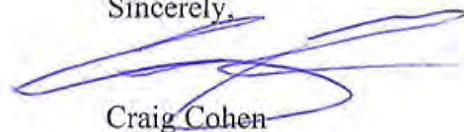
It is my pleasure to share my experience marketing the property located at 23533 Mercantile Road, Beachwood, Ohio 44122. By way of background, I am a licensed commercial real estate broker with over 20 years of experience specializing in retail and other commercial properties throughout Ohio. My brokerage employs a comprehensive marketing strategy, utilizing platforms such as CoStar and LoopNet along with the traditional approach to phone calls and signage to generate interest and visibility for our listings.

My firm began marketing the building in April, 2021 until October, 2023. During this time, several long-standing tenants began vacating the premises. While there was some initial interest, it became apparent that the property posed significant challenges for future prospective tenants. Originally designed as a mall showroom concept, the tenants, selling fabric and furniture no longer aligned with the current market demands. The rise of e-commerce and shrinking of categories have rendered this design and layout less desirable.

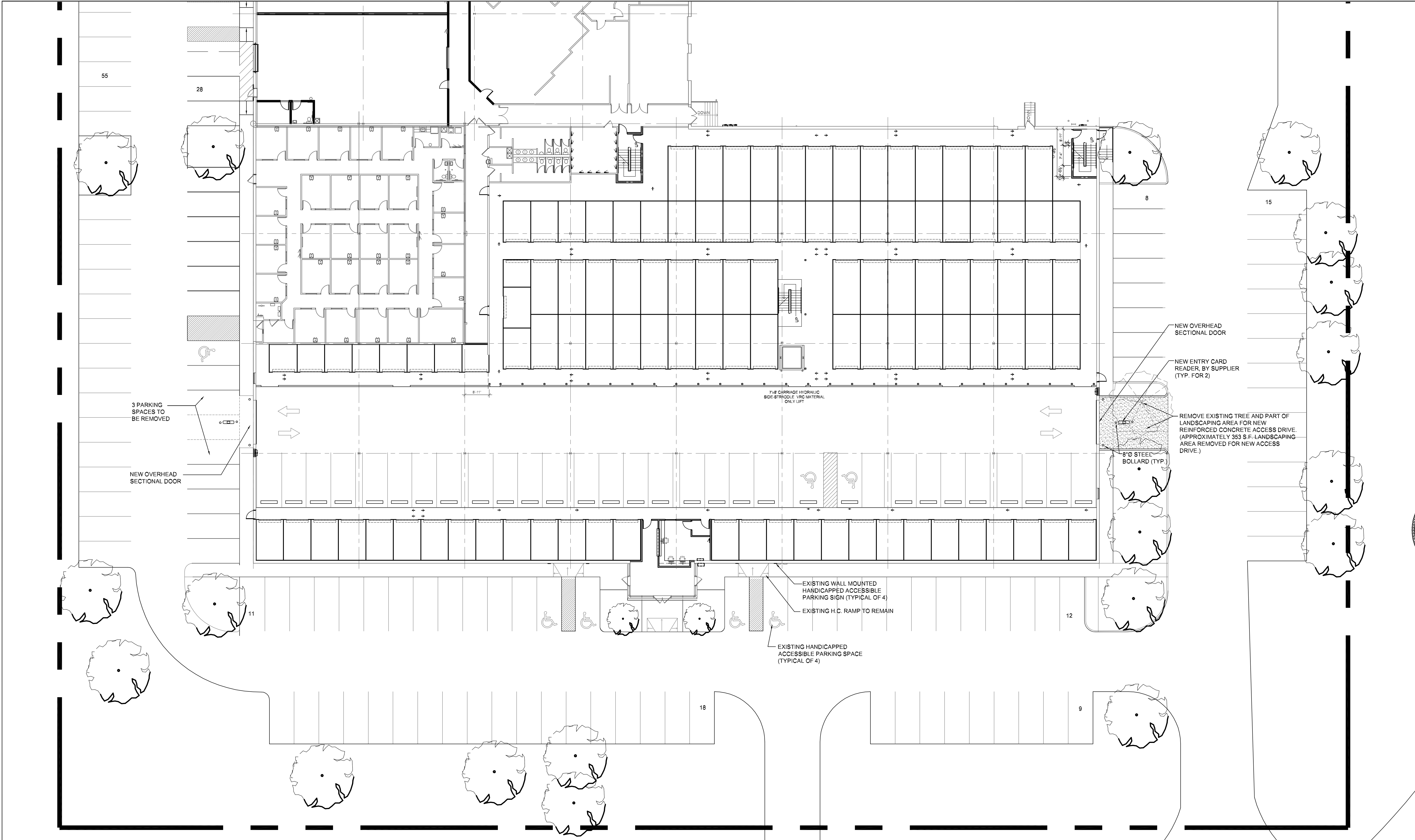
Despite investing considerable time and resources into marketing efforts, the building was extremely difficult to lease. As a result, we were left with large pockets of vacancies.

Should you have any further questions regarding my experience marketing the property, feel free to call.

Sincerely,

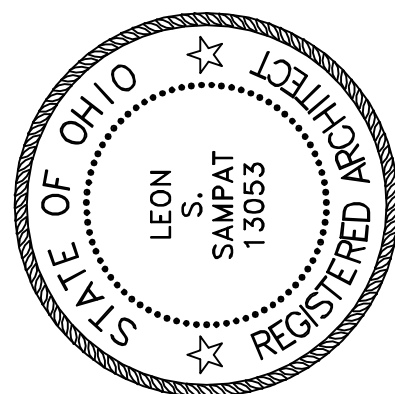


Craig Cohen



REV.	DATE

US ARCHITECTS
22082 LORAIN ROAD
FAIRVIEW PARK, OH 44126
PHONE 216-403-9854 FAX 440-76-8837



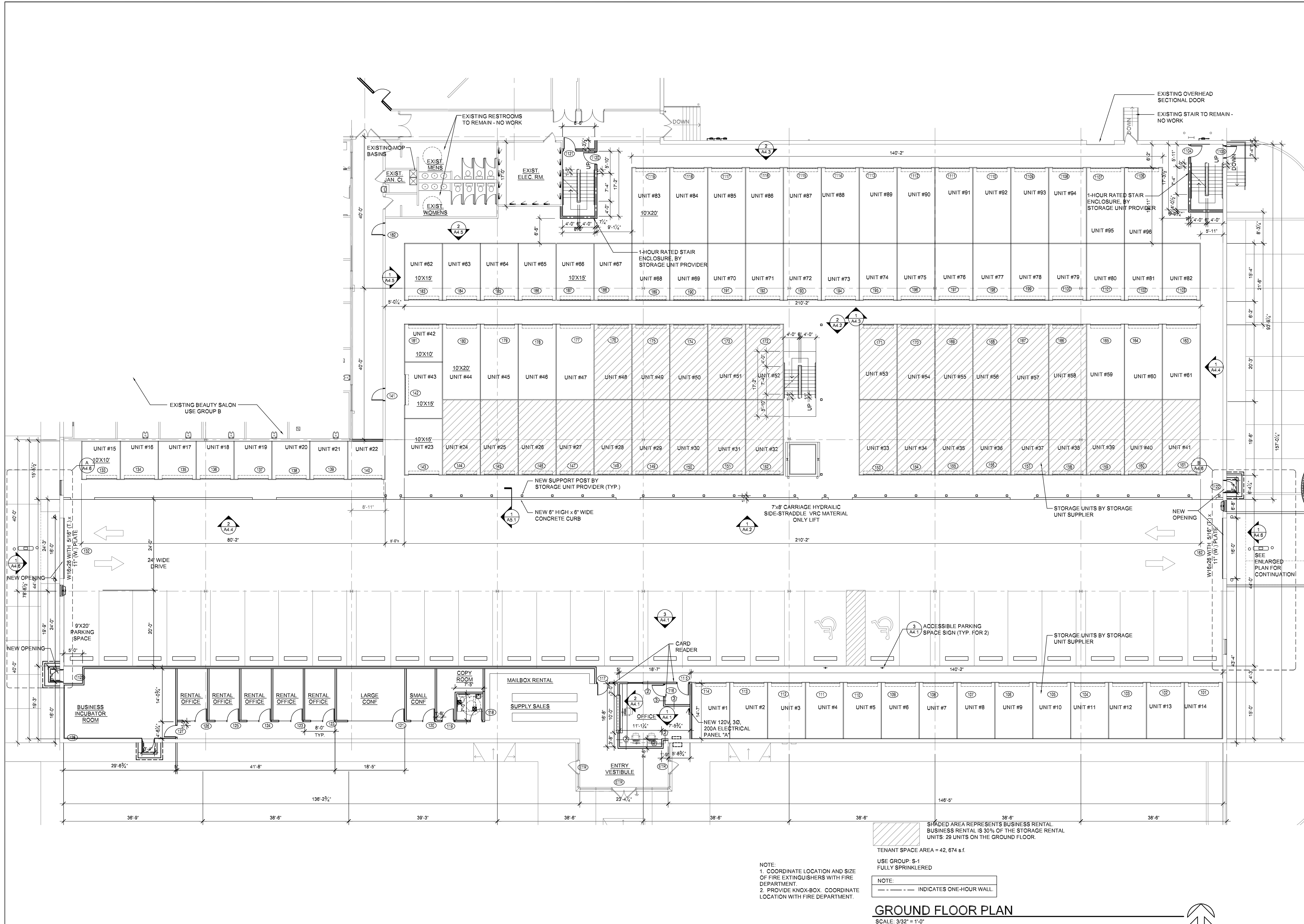
ALTERATION AND NEW TENANT SPACE FOR:
INDOOR STORAGE FACILITY
23533 MERCANTILE RD.
BEACHWOOD, OH 44122

JOB NO:	25-046
DATE:	04-17-2025
ISSUE:	-
SHEET:	SD1.1

PLOT NO: 742-24-023
ZONING : U8
EXISTING BUILDING AREA: 102,012 SQ.FT

PARKING:
EXISTING PARKING: 251 SPACES
PROPOSED PARKING: 248 SPACES

SITE PLAN
SCALE: 1/16" = 1'-0"



NOTE:
1. COORDINATE LOCATION AND SIZE
OF FIRE EXTINGUISHERS WITH FIRE
DEPARTMENT.
2. PROVIDE KNOX-BOX. COORDINATE
LOCATION WITH FIRE DEPARTMENT.

SHADED AREA REPRESENTS BUSINESS RENTAL.
BUSINESS RENTAL IS 30% OF THE STORAGE RENTAL
UNITS: 29 UNITS ON THE GROUND FLOOR.

TENANT SPACE AREA = 42, 674 s.f.

USE GROUP: S-1
FULLY SPRINKLERED

NOTE:
--- INDICATES ONE-HOUR WALL.

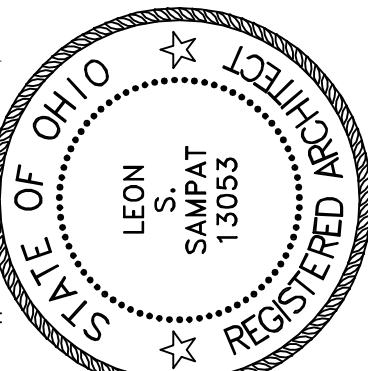
GROUND FLOOR PLAN

SCALE: 3/32" = 1'-0"

REV.	DATE

LS ARCHITECTS

22082 LORAN ROAD
FAIRVIEW PARK, OH 44126
PHONE 26-403-9854 FAX 440-76-8897

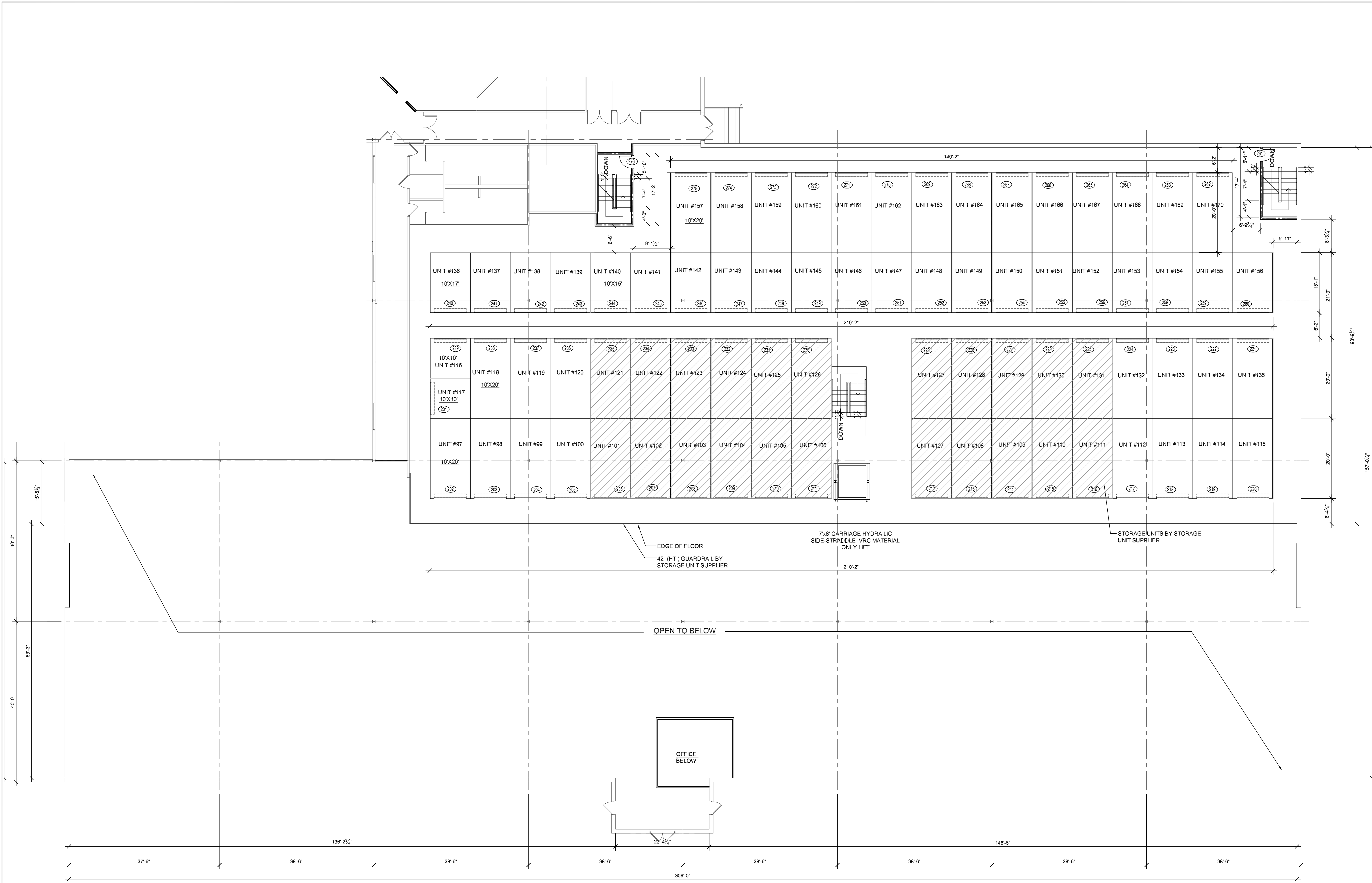


LEON S. SAMRAT
LICENSE # 13053
EXPIRATION DATE 12/31/2025

ALTERATION AND NEW TENANT SPACE FOR:
BUSINESS BEACHWOOD STORAGE
23533 MERCANTILE RD.
BEACHWOOD, OH 44122

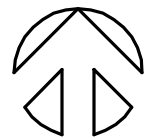
JOB NO: 25-046
DATE: 08-04-2025
ISSUE: -
SHEET:

A1.1



SHADED AREA REPRESENTS BUSINESS RENTAL.
BUSINESS RENTAL IS 30% OF THE STORAGE RENTAL
UNITS: 22 UNITS ON THE UPPER LEVEL.

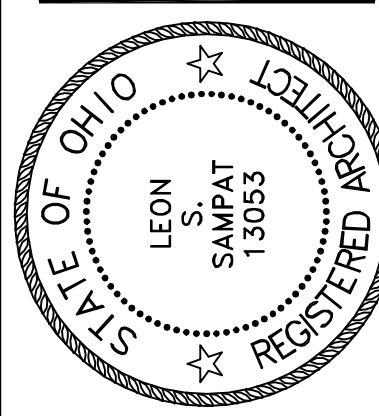
UPPER LEVEL PLAN
SCALE: 3/32" = 1'-0"



REV.	DATE

LS ARCHITECTS

22082 LORAN ROAD
FAIRVIEW PARK, OHIO 44126
PHONE 26-403-9854 FAX 440-76-8837



ALTERATION AND NEW TENANT SPACE FOR:
BUSINESS BEACHWOOD STORAGE
23533 MERCANTILE RD.
BEACHWOOD, OH 44122

LEON S. SAMPAT
LICENSE # 13053
EXPIRATION DATE 12/31/2025

JOB NO:	25-046
DATE:	08-04-2025
ISSUE:	-
SHEET:	A1.2

BUSINESS INCUBATOR LEASE AGREEMENT

Summary Lease Provisions.

Landlord/Owner: Beachwood Business Incubator, LLC
Tenant: Business Entity
Building Unit: Mercantile Units
Lease Term: _____
Permitted Use: Business Storage Units

THIS STORAGE LEASE AGREEMENT (the “Lease or “Agreement”) is made on December ____, 2025 (“the “Effective Date”) by and between **Beachwood Business Incubator, LLC** an Ohio limited liability company (“Landlord or Owner or Lessor”) with its principal place of business at 23533 Mercantile Rd., Beachwood, Ohio 44122 and _____, an Ohio limited liability company (“Tenant or Tenants or Lessee”).

1. **DECRPTION OF LEASED PREMISES:** In consideration of the mutual covenants and agreements herein contained, Landlord does hereby let and lease a unit in Landlord’s Premises located at 23533 Mercantile Rd, Beachwood, Ohio 44122 (the “Premises”). Hereinafter Beachwood, Ohio shall be referred to as the “City.”
2. **STORAGE UNIT DETAILS.** The Landlord agrees to lease the Tenant the following space:
 - Unit Number:
 - Unit Size:
 - Location:
 - Access Hours:
 - Tenant is granted non-exclusive access to copy room, conference room, mailbox.
3. **PERMITTED USE LIMITATIONS:** The Premises shall be used and occupied exclusively by tenants who operate registered businesses on the Ohio Secretary of State and maintain a business address within the City of Beachwood. Each Tenant shall undergo a verification process to determine their eligibility for occupancy and that their usage complies .

The following are examples of approved businesses in the Unit:

<u>Approved Items</u>	<u>Permitted Acts</u>
☐ - medical equipment	☐ - meetings
☐ - health care inventory	☐ - interviews
☐ - printing; publishing equipment	☐ - mail delivery address
☐ - manufacturing; fabrication equipment	☐ - business services
☐ - photographic studio equipment	☐ - dance studio
☐ - adult day care inventory	☐ - personal services

****(initials required below to confirm understanding)****

_____ **Permitted Use Declaration:** I have provided evidence of my business registration and am electing one of the approved permitted uses above

4. **USE PROHIBITIONS:** Tenant agrees that Tenant will not use or permit this portion of the Premises to be used for any other business or purpose than that specifically defined and permitted by this Section. Tenant acknowledges that the covenant not to use the Premises as set forth in this Section is a material inducement for this Agreement.

The following are examples of prohibited items in the Unit:

Prohibited Items

- ☐ - Personal or household items
- ☐ - Flammable items
- ☐ - Illegal items
- ☐ - Animals
- ☐ - used car lot or used car sales
- ☐ - Toxic materials or chemicals

Prohibited Acts

- ☐ - Welding
- ☐ - Painting
- ☐ - Wash or repair of vehicles
- ☐ - On-site sales
- ☐ - restaurant
- ☐ - retail marijuana

****(please initial to confirm understanding)****

_____ **Prohibited Use Declaration:** I hereby affirm that I will not use the unit for any of the above prohibited items or acts. If an Inspection uncovers my prohibited use of the Property, I am subject to the Lease Termination clause provided below, with no legal recourse.

Inspection Rights. Landlord, or its authorized representatives, shall have the ongoing right to inspect and audit Tenant records upon at least 24 hours' prior written notice to ensure. Inspections may include access to the leased premises and relevant documentation to verify compliance with Lease terms, including that the Tenant is not storing any prohibited items and maintains business records. Failure to comply will result in a material breach of the Lease and subject to Lease Termination as herein provided.

Lease Termination. Notwithstanding anything to the contrary, if Tenant is found to be non-compliant with the sections entitled Lease Permitted Uses and Use Prohibited Uses herein, the Landlord may terminate this lease upon thirty (30) days' notice to the Tenant and without any liability to Tenant's business or possessions.

5. **Rental Term & Amount**

The rental term shall commence on _____ and will continue until _____.
The rent shall be _____.

6. **LANDLORD'S MONITORING.** At all times during the Term, the Landlord shall implement and maintain reasonable systems and procedures for monitoring the Building to ensure the safety and security of its occupants, visitors, and assets. This may include, but is not limited to:

- 24 hours Remote Video Surveillance: Installation and operation of video security cameras

in common areas, building entrances, and other designated locations, with appropriate signage informing individuals of the presence of surveillance.

- 24 hours Access Control: Implementing access control systems to restrict entry to authorized individuals and monitor ingress and egress from the Building.
- 24 hours Security Personnel: Employing or contracting with qualified security personnel to patrol the premises, respond to incidents, and enforce security policies.
- Safety Inspections: Conducting regular safety inspections of the building's common areas, mechanical facilities, and security systems to identify and address potential hazards.
- Emergency Procedures: Establishing and communicating clear emergency procedures for fire, evacuation, and other critical incidents, and conducting drills as necessary.
- Incident Reporting: Maintaining a system for reporting and responding to security or safety incidents in a timely manner.

*After business hours access- only permitted with prior approval and security protocols in place.

7. **INSURANCE OBLIGATION:** THE LANDLORD DOES NOT PROVIDE ANY TYPE OF INSURANCE WHICH WOULD PROTECT THE TENANT'S PERSONAL PROPERTY FROM LOSS BY FIRE, THEFT, OR ANY OTHER TYPE OF CASUALTY LOSS. IT IS THE TENANT'S RESPONSIBILITY TO OBTAIN SUCH INSURANCE.

Tenant, at Tenant's sole expense, shall maintain an insurance policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of the stored property. Insurance on Tenant's stored property is a material condition of this Agreement, and is for the benefit of both Tenant and Landlord. The Tenant's failure to carry the required insurance is a breach of this agreement, and Tenant assumes all risk of loss to stored property that would be covered by such insurance, including any loss due to any acts whatsoever of Owner, Owner's agents or employees, including, but not limited to the alleged negligent or intentional acts of Owner, or Owner's agents or employees, including negligent or intentional disposal of Occupant's stored property. Occupant expressly agrees that the carrier of such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agents or employees. It is expressly agreed between Occupant and Owner that it is intended that insurance coverage be acquired by Occupant to cover loss of the property due to any acts whatsoever of Owner, Owner's agents, or employees, whether intentional or negligent, or active or passive in nature, which results in any loss, disposal, or damage to Occupant's stored property.

- A) First-Class Operation. Tenant covenants and agrees that at all times the business to be conducted at, through and from the Premises, and the kind and quality of services to be offered in the conduct thereof, will be first-class in every respect.
- B) No pets or animals shall be kept on the premises. Tenant shall not use or occupy or permit the use or occupancy of the premises, or any part thereof, in any unlawful manner or for any illegal purpose in such manner as to constitute a nuisance or violate the terms and conditions of any certificate of occupancy applicable to the premises or for any purpose or in a manner

liable to cause structural injury, and shall not use or occupy or permit the use or occupancy of the premises for other than purposes of the nature and to the extent permitted by laws, rules, regulations and ordinances of the applicable government authorities.

- C) Conduct of Business. Tenant will conduct its business and control its agents, employees, guests and visitors in a manner so as not to create any nuisance, or interfere with, annoy or disturb other Tenants of Landlord in the use or management of any part of the Building or the Real Property.
- D) Parking lot Restrictions. If the parking lot is full or there are parking issues for the Landlord, the Landlord reserves the right at its sole discretion to restrict the tenant to only being permitted to use of eight (8) parking spaces for its guests/patrons. Tenant is responsible for ensuring this provision is enforced by notifying any guests/patrons prior to their arrival to the parking lot and will indemnify Landlord for any ensuing complications arising therefrom.
- E) Business Occupancy and permits. Tenant understands its obligations to obtain a formal business occupancy in the respective City the property is located in prior to conducting any business therein. Tenant, at Tenant's sole cost and expense, shall obtain all building permits, use and occupancy permits and licenses required by applicable governmental authorities for any construction or remodeling Tenant shall do in the Premises and for the use of the Premises and the conduct of Tenant's business; and Tenant shall operate its business in accordance with all Legal Requirements. Tenant, at Tenant's cost and expense, shall make all installations, replacements, alterations and any and all repairs to the Premises required to comply with legal requirements, including, without limitation, replacements, alterations and repairs which relate to fire prevention, detection, control or extinguishment, subject to the terms of the Agreement.
- F) Tenant shall use and occupy the premises in a careful, safe and proper manner, keeping the same in a clean and safe condition and shall observe and comply with all rules, orders and regulations of the federal, state and municipal governments affecting the lease Premises. Tenant shall not use or permit the Premises to be used for any unlawful or illegal business or purpose nor sell or store upon the Premises any alcohol, narcotic, drugs or any explosives or inflammable materials or hazardous wastes. Tenant shall use, maintain and occupy the Premises in a careful, safe and proper manner and shall not permit waste or the maintenance of a nuisance therein. Tenant at its sole expense shall comply promptly with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any public officer or officers which shall impose any liability, order or duty upon Landlord or Tenant with respect to Tenant's use or occupancy of the Premises. Tenant shall not permit the Premises to remain vacant and shall not do or permit to be done any act or thing upon the Premises which will invalidate or be in conflict with any fire insurance policies or increase the rate for fire insurance covering the Property. If, by reason of failure of Tenant to comply with the provisions hereof including, but not limited to, the use to which Tenant puts the Premises, the fire insurance rate shall at the commencement of the term or at any time thereafter be higher than it otherwise would be, then Tenant shall reimburse Landlord, as additional Rent hereunder, for that part of all fire insurance premiums thereafter paid by

Landlord which shall have been charged because of such failure or use by Tenant and make such reimbursement upon the first day of the month following payment of such additional cost by Landlord. If Tenant shall install any equipment or shall otherwise utilize the Premises in such fashion so as to overload the utility lines and/or sewer lines servicing the Premises, Tenant shall, at its own expense, make whatever changes are necessary to comply with the requirements of the utility companies, insurance underwriters and governmental authorities having jurisdiction thereof.

- G) Tenant shall dispose of all rubbish quickly and expeditiously at Tenant's expense and to comply with all orders, rules and regulations of public authorities and Landlord relating to the disposition of rubbish.

Tenant shall, at Tenant's sole cost and expense, comply with all laws, regulations, ordinances, rules, codes and statutes of all public authorities, including but not limited to regarding the use, storage, handling, and storage of any and all "hazardous substances," as defined or used in any applicable federal, state, or local law or regulation, the rules, regulations and requirements of any fire rating organizations or rating bureaus; and rules, orders or directives issued by Landlord's insurance companies or agents. Tenant shall indemnify and hold Landlord harmless from and against any liability imposed, cost incurred (including attorneys' fees) or claim or demand made against Landlord and arising out of Tenant's failure or alleged failure to comply with the provisions of this Section.

8. TENANT FURTHER AGREES

(A) To purchase and install signs it may require for the exterior of the Premises, subject to the sole approval and discretion of the Landlord, and in compliance with the ordinances and applicable building codes.

(A) LIABILITY, INDEMNITY AND "AS-IS" PREMISES

To indemnify and hold Landlord harmless against all claims, demands, and judgments for loss, cost and expense by reason of injury to any person or damage to property resulting or occurring by reason of the use and occupancy of the Premises by Lessee. Tenant further agrees to maintain in force and effect during the term of this Lease, or any extensions thereof, public liability insurance in its name and the name of the Landlord, as their interests may appear, or no less than One Million Dollars (\$1,000,000.00) blanket personal injury and property damage, such liability insurance shall be with a responsible insurance company or companies authorized to do business in the State of Ohio and acceptable to Landlord. The original of said policy or policies shall be deposited with Landlord. Tenant shall be responsible for insuring its personal property located in the Premises.

Limitations of Landlord's Liability; Indemnity. Landlord shall not be liable or in any way responsible to Tenant or any other person for any loss, injury or damage suffered by Tenant or others in respect of (a) property of Tenant or others that is stolen or damaged, (b) injury or damage to persons or property resulting from fire, explosion, falling plaster, escaping

liquid or gas, electricity, water, rain or leaks from any part of the Premises, or from any pipes, appliances or plumbing work therein, or from dampness, (c) damage caused by other occupants or persons in the Premises, or the public, or caused by operations in the construction of any private or public work, (d) loss or damage, however caused, other than loss or damage directly caused by the negligence or willful misconduct of Landlord, and which is not otherwise excluded by the provisions of this paragraph. Tenant shall look solely to the estate and property of Landlord in the land and building comprising the Premises for the collection of any judgment, or in connection with any other judicial process requiring the payment of money by Landlord, in the event of any default or breach by Landlord, under this Lease, and no other property or estates of Landlord shall be subject to levy, execution or other enforcement procedures for the satisfaction of Tenant's remedies and rights under this Lease. Tenant further hereby waives any right to file a counterclaim against Landlord in any action. Landlord shall not be liable to Tenant or to any other person for, and Tenant hereby releases Landlord from (a) any and all liability for theft or damage to Tenant's property, and (b) any and all liability for any injury to Tenant or its employees, agents, contractors, guests, customers, and invitees in or about the Premises or Property. All of Tenant's trade fixtures, merchandise, inventory, art work, supplies, and all other personal property in or about the Premises, shall be and remain at the Premises at Tenant's sole risk to any destruction or damage.

Tenant's Indemnity of Landlord. Notwithstanding anything in this Lease to the contrary, Tenant shall indemnify and hold harmless Landlord against any and all losses, damages, costs, expenses and liabilities arising out of or in connection with any accident or other occurrence on or about the Premises, and from all costs, liabilities, claims, charges, injuries, damages or expenses, including, without limitation, attorneys' or other professionals' fees and court costs, due to, arising out of, or in connection with loss of life, personal injury, damage to property, or any work done by, or act or omission of Tenant or its officers, partners, agents, servants, employees, customers, contractors, invitees, concessionaires or licensees, in and about the Premises, or due to, arising out of, or in connection with Tenant's use or occupancy of the Premises, except in the event of negligence, act(s) or omission(s) of Landlord, its officers, directors, shareholders, managers, employees, customers, guests and/or invitees.

9. REPAIRS AND MAINTENANCE

- (A) Landlord shall remain responsible for the roof and repair or replace (if not repairable) weather permitting upon lease execution. Landlord to examine hvac system and repair or replace (if not repairable) during Lease, which Landlord responsibility shall not include the ducts or other hvac portions beyond the RTU. Thereafter, hvac system to be Tenant responsibility as detailed herein. Tenant acknowledges that it accepts the Premises in "as-is" "where-is" condition. Upon Tenant possession, the responsibility for the maintenance and repair issues associated with the building systems will be the responsibility of Tenant. Under no condition shall Landlord be required to make repairs necessitated by reason of the neglect, fault or default of Tenant, Tenant's agents, employees, contractors or customers. The maintenance and repair responsibility of Tenant is further delineated below, including but not limited to plumbing, electrical, hvac, and

other Building systems.

Tenant to perform its own snow plow (salting, de-icing, etc) and landscaping services for the property. Tenant understands that any citations issues by the City of Wickliffe regarding the landscaping or snow removal shall be the sole responsibility of the tenant. If Tenant fails to perform its obligations as required hereunder, then Landlord at its sole discretion is entitled to unilaterally perform said snow and landscaping services of the Property. In this event, Landlord shall bill the invoice of work performed to Tenant and Tenant agrees to reimburse the Landlord within 10 days after receipt of invoices. If Tenant fails to timely pay, interest of 10% will accrue on the invoices.

Any Tenant contractor performing work on the Premises shall comply with applicable building codes, be licensed and bonded in the City, and carry builder's risk insurance covering Landlord as additional insured.

- (B) **Quarterly Service Contract.** As part of ongoing obligations under the Lease, Tenant shall retain a licensed contractor registered in the applicable city for quarterly maintenance service contracts servicing the systems of the unit. The Tenant is required to provide proof of the executed annual service contract and all findings/reporting related to preventive, maintenance or repair issues to the Landlord each quarter at Leasing@1stAllInvestments.com.

Such findings/reporting shall include but not be limited to:

- Pulleys being greased
- Filters being examined and replaced if required
- That HVAC systems are properly operating per manufacturers specifications and Landlord requirements to ensure the system is functioning properly.

Should Tenant fail to comply with these requirements, it will be considered a material breach of the lease and automatic grounds for termination enabling Landlord to enforce self help remedies as further outlined herein, in addition to other remedies at law.

Tenant agrees, subject to fire and other casualties, to keep and maintain the Premises in good condition and responsible for repair and maintenance of including, but not limited to, those portions of the electrical and plumbing systems contained within or upon the leased Premises, cleaning inside and outside window glass and replacing all broken glass of the same size and quality as that broken provided. Tenant will keep the interior of said building located on said Premises and appurtenances and sidewalks contiguous thereto, in a clean condition during the term of this Lease, at Tenant's own expense.

Tenant shall be responsible upkeep of the premises. All garbage and rubbish shall be kept in proper containers. Tenant at Tenant's expense, shall dispose of all garbage and rubbish expeditiously, not placing, or allowing to be placed, any rubbish outside the Building at any time, except immediately prior to a scheduled pickup. Tenant agrees to comply with all orders, rules, and regulations of the City, public authorities, and of Landlord relating to its operation of the B. All sidewalks and outside areas immediately adjacent to the Building shall be kept clean of debris and free from ice and snow, and no rubbish, obstructions or merchandise shall be placed in such areas. If Tenant does not comply with this section and fails to upkeep condition, then Landlord at his discretion is entitled to unilaterally retain a certified specialist/ contractor to perform said inspection and any repairs of the property. In this event, Landlord shall bill the invoice of work

performed to Tenant and Tenant agrees to reimburse the Landlord as described herein.

(C) In the event that any mechanic's lien, or any other type of lien, shall be filed against the property of Landlord as a result of Tenant's acts, responsibility or failure to act, the Tenant shall indemnify and save harmless the Landlord against all loss, liability, costs or damages as a result of any such mechanic's lien, or other type of lien, and the Tenant shall, within Twenty (20) days of the filing of any such lien, remove, pay, or cancel said lien, secure the payment any such lien or liens by bond or other acceptable security, or at its own expense, contest and defend on behalf of the Tenant, or Landlord any action involving the collection, validity or removal of such lien or liens.

(D) Nothing herein contained shall be construed as a consent to anyone on the part of the Landlord either express or implied, to subject the interests of the Landlord or Tenant in the premises to any mechanic's lien or liability under the Mechanic's Lien Law of Ohio.

10. RESTRICTIONS ON TENANT'S PERMITTED USE. ASSIGNMENT. ETC.

Tenant will use and occupy said leased Premises and appurtenances in a careful, safe and proper manner and will, at Tenant's expense comply with the directions of the proper public officers as to the use, repair and maintenance thereof unless otherwise excepted as hereinabove set forth, and Lessee will not allow said Premises to be used for any purposes or in any way that will increase the rate of insurance thereon, nor for any purpose other than that hereinabove specified; and will not bring or suffer to be brought into or upon said Premises any substance of force that will increase the hazard of fire in or on said Premises, and Lessee may not sublet said Premises or any part thereof. Further, Tenant will not permit any transfer by operation of law of Tenant's interest in said Premises to be used for any unlawful purpose or in any way that will injure the reputation of the same or the building in which they are a part, or disturb the Landlord of such building or the neighborhood.

11. ALTERATIONS BY TENANT

Alterations by Tenant. Tenant shall be responsible for and shall pay the costs of any and all repairs, alterations, renovations, replacements, and maintenance of the Premises which may be required to keep the said Premises fit for occupancy for the purposes herein described, subject to the advance approval of Landlord prior to any work performed. If Landlord approves Tenant's plans, such approval does not constitute a representation or warranty by the Landlord as to the adequacy or sufficiency of the plans. Tenant will not make any alterations, renovations, improvements or other installations in or to any part of the Premises (including, without limitation, any alterations of the storefront, creating signs, placing signs, the flooring, structural alterations, penetration of walls, installation of equipment, or any cutting or drilling into any part of the Premises or any securing of any fixture, apparatus or equipment of any kind to any part of the Premises), unless and until Tenant shall have caused plans and specifications therefore to have been prepared, at Tenant's expense, by an architect or other duly qualified person and shall have obtained Landlord's written approval thereof. If such approval is granted at Landlord's discretion, Tenant shall cause the work described in such plans and specifications to be performed, at its expense, promptly, efficiently, competently and in a good and workmanlike manner by duly qualified or

licensed persons or entities and otherwise in accordance with such plans and specifications. All such work shall comply with all applicable local and state building, health and safety codes. Notwithstanding anything in this Lease to the contrary, any fixtures or other improvements that are permanently affixed to the Premises, or that could not otherwise be removed without causing substantial damage to the Premises, shall become, once affixed, the property of Landlord.

Tenant shall have the right only upon the prior written approval of the Landlord, during the continuance of this Lease, to make such interior alterations or improvements as may be necessary for the conduct of Tenant's business and for the full beneficial use of the Premises, provided Tenant shall pay all costs and expenses and charges thereof, and shall make such alterations and improvements in accordance with applicable laws and building codes and in a good and workmanlike manner, and shall fully and completely indemnify Landlord against any mechanic's liens or other liens or claims in connection with the making of such alterations and improvements.

12. ADDITIONS, ETC. TO BECOME PROPERTY OF LANDLORD

Tenant acknowledges and agrees that all additions, fixtures, improvements and repairs made upon said Premises by Tenant are thereafter the property of the Landlord and shall remain with the Premises at the end of the Lease term.

13. SURRENDER OF PREMISES

Tenant will deliver up and surrender to the Landlord possession of the Premises (including fixtures, hereby leased upon the expiration of this Lease, in as good condition and repair as the same shall be at the commencement of said term (loss by fire, ordinary wear and decay, and taking by eminent domain only exception) and deliver the keys at the office of Landlord or Landlord's agent. Upon termination of this Lease, Tenant shall remove all of its personal property from the premises.

14. ACCESS BY LANDLORD

Landlord may have free access to the Premises at all reasonable times upon twenty-four (24) hours' notice to Tenant during Tenant's business hours or otherwise without notice for emergency purposes, for the purpose of examining the same or to make any alterations or repair to the building that Landlord may deem necessary for its safety or preservation, and also during the last three (3) months of the term for the purpose of exhibiting said Premises and putting up the usual notice of "to rent" or for sale", which notice shall not be removed, obliterated or hidden by Tenant and which signs shall not hide nor obliterate Tenant's signs used in its business. Landlord shall have the right to immediate access to the Premises for emergency purposes. Landlord shall retain a key copy to the unit being occupied by Tenant during the duration of the Lease in compliance with this section. Landlord may request Tenant to make a copy and provide landlord with the duplicate.

15. NON-LIABILITY BY LANDLORD

Landlord shall not be liable for any damages occasioned by failure to keep said Premises

in repair and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam, or other pipes or sewage, or the bursting, leaking or running of any cistern, tank, washstand, water closet or waste pipe in, above, or about said Premises, nor the damage occasioned by water, snow or ice being or coming through the roof, skylight, trapdoor or otherwise.

16. LANDLORD'S REMEDIES ON DEFAULT

(A) If Tenant shall, at any time, be in default in the payment of rent or other sums of money required to be paid by Tenant, or in the performance of any of the covenants, terms, conditions, provisions, rules and regulations of this Lease, and Tenant shall fail to remedy such default within ten (10) days after payment is due, or if Tenant shall commit waste, shall vacate or abandon the leased Premises, or if Tenant shall be adjudged bankrupt or shall make an assignment for the benefit of creditors, or if a receiver of any property of Tenant in or upon the leased Premises be appointed in any action, suit or proceedings by or against Tenant and not removed within thirty (30) days after appointment, or if the interest of Tenant in the Premises shall be offered for sale or sold under execution or other legal process, Landlord, in addition to all other remedies given to Landlord in law or in equity, may by providing three (3) days written notice to Tenant terminate this Lease or, without terminating this Lease re-enter the Premises by summary proceedings or utilizing self-help measures as described below and, in any event, may dispossess and lockout the Tenant. Landlord shall have no duty to mitigate damages.

(B) In the event of a default or threatened default by Tenant of any of the terms, provisions, covenants, conditions, rules and regulations of this Lease, Landlord shall have the right to injunction and the right to invoke any remedy permitted to Landlord in law or in equity. All remedies available to Landlord are declared to be cumulative and concurrent. No termination of this Lease nor any taking or recovering of possession of the leased Premises shall deprive Landlord of any rent or other default remedy to be construed as a waiver of the right to obtain possession of the Premises.

(C) No remedy herein conferred upon or reserved to a party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or hereafter existing at law or in equity, or by statute.

(E)

17. MORTGAGE SUBORDINATION AND NON-DISTURBANCE AGREEMENT

(A) Landlord reserves the right to demand and obtain from the Tenant a Waiver of Priority of its lien arising by virtue of the within Leasehold Estate, thereby subordinating Tenant's said lien in favor of any mortgage loan obtained by Landlord, or in favor of any mortgage lien or any refinancing or replacing the first mortgage loan that may become

necessary or desirable from time to time to the Landlord for the same. Tenant agrees to execute any and all times such instruments that may be required by any such lending institution or prospective mortgagee in order to effectuate such Waiver of Priority and subordination of Landlord's lien.

(B) If Tenant, within five (5) calendar days after submission of any such instrument, fails to execute the same, Landlord is hereby authorized to execute the same as attorney in fact for and on behalf of the Tenant.

18. MUTUAL WAIVER OF SUBROGATION

Tenant and Landlord each agree to cause to be included in their respective policies of insurance the agreement of the issuer thereof that such policies shall not be invalidated by a waiver of claims by the insured against Tenant or Landlord, as the case may be, and each will furnish evidence thereof to the other. In addition, but not in limitation of any other waiver herein, Tenant and Landlord each hereby waive any claim against the other for any loss resulting from any cause, including the negligence of the other, to the extent of the insurance proceeds available therefore.

19. ESTOPPEL CERTIFICATE BY TENANT

Upon request of Landlord, Tenant shall certify that Tenant is a Lessor in possession of the Premises; that this lease is unmodified and is in full force and effect and the dates in which the basis rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser or mortgagee of the premises.

20. NON-WAIVER BY LANDLORD

After the service of any notice of commencement of any suit, or final judgment therein, Landlord may receive and collect any rent due, and such collection or receipt shall not operate as a waiver of nor affect such notice, suit or judgment. No waiver of any condition or covenant of this Lease or the breach of any covenant or conditions shall be taken to constitute a waiver of any subsequent breach of such condition or covenant, or to justify or authorize the non-observance of any other occasion of the same of any other condition or covenant thereof, nor shall any waiver or indulgence granted by the Landlord to Tenant be taken as an estoppel against the party granting the same.

21. DAMAGE BY FIRE OR CASUALTY TO PREMISES

If the Premises shall be destroyed or so injured by any cause as to be unfit for occupancy and such destruction or injury could reasonably be repaired within ninety (90) days from the happening of such destruction or injury, then Tenant shall not be entitled to surrender possession of the of the demised Premises nor shall Tenant's liability to pay rent under this Lease cease without the mutual consent of the parties hereof, but in the case of any such destruction

or Injury, the Landlord may, at its option, repair the same with all reasonable speed, and shall substantially complete such repairs within one hundred (100) days from the happening of such destruction or injury. If Tenant shall be deprived of the occupancy of any portion of the Premises because of any such destruction or injury, a proportionate allowance shall be made to Tenant from the rent corresponding to the time during which, and to the Premises of which, Tenant shall be deprived of occupancy on account of such destruction or injury and the making of such repairs.

If such destruction or injury cannot reasonably be repaired within ninety (90) days from the happening thereof, Landlord shall notify Lessee within thirty (30) days after the happening of such destruction or injury whether or not Landlord will repair or rebuild. If Landlord elects not to repair or rebuild, this Lease shall be terminated, without Landlord incurring liability or further obligations to Tenant. If Landlord shall elect to repair or rebuild, Landlord shall specify the time within which such repairs or reconstruction will be completed, and Tenant shall have the option within thirty (30) days after the receipt of such notice to elect either to terminate this Lease without liability to either party, or to enter into discussions for extending the term or renewal term of the Lease. Tenant shall not because of such fire or casualty to premises assert any claim against the Landlord for any compensation because of such fire or casualty to the premises, including for consequential damages arising from loss of business or business disruption.

22. RECORDING

This Lease shall not be recorded but a short form referring to this Lease describing the property herein demised and setting forth the term of this Lease may be recorded by either party.

23. NOTICE

(A) Any notice shall be deemed given when sent certified or registered mail or electronic mail, and addressed as follows:

To LANDLORD/OWNER:

To TENANT:

24. SEVERABILITY

In the event that any provision or items of this Lease, or the application thereof to any facts is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included herein, or shall be deemed not to apply to such facts as the case may be, and the balance of this lease shall continue in effect in accordance with its terms.

25. HOLDING OVER

In the event of Tenant's continued occupancy of the Premises after the expiration of the term of this Lease, either with or without the consent of the Landlord, such tenancy shall be from month to month and in no event from year to year, and such continued occupancy shall not defeat the Landlord's right to possession of the Premises. The monthly rent for such holding over shall be 150% of the monthly rent before the holding over commenced.

26. QUIET ENJOYMENT

Landlord hereby covenants and agrees that if the Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, the Tenant shall during said term have the peaceable and quiet enjoyment and possession of said portion of the Premises without any manner or let of hinderance from Landlord or any person or persons lawfully claiming said Premises.

27. ATTORNMEN

Landlord agrees that in the event of a sale, transfer, or assignment of the Tenant's interest in the Building or any part thereof, including the Premises, or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of any power of sale under any mortgage made by Tenant covering the Building or any part thereof, including the Premises, or in the event of a cancellation or termination of any ground or underlying lease covering the Building or any part thereof, including the Premises, to attorn to and recognize such transferee, purchaser, ground or underlying landlord or mortgagee as Tenant under this Lease provided that same assumes all obligations of Tenant under this Lease.

28. EMINENT DOMAIN

If any part of the Premises be taken for any public or quasi-public use, under any statute or by right of eminent domain, or private purchase in lieu thereof, such as to render them unsuitable for the business of the Tenant, then this Lease, at the option of the Lessor, shall be cancelled and declared null and void and of no effect and the Tenant shall be liable for the rent only up to the time of such taking.

In case the whole of the Premises, or such part thereof as shall substantially interfere with the Tenant's use and occupancy thereof, shall be taken for any public or quasi-public purpose by any lawful power of authority by exercise of the right of appropriation, condemnation or eminent domain or sold to prevent such taking, the Parties may at Tenant's or Landlord's option terminate this Lease effective as the date possession is required to be surrendered to said authority. Tenant shall not because of such taking assert any claim against the Landlord or the taking authority for any compensation because of such taking, and Landlord shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant.

29. BINDING EFFECT

This Lease shall be binding upon and shall inure to the benefit of the Landlord, their

successors and assigns, and to the Tenant, their successors and assigns, and shall be governed by the laws of the State of Ohio.

31. TERMINATION OF LANDLORD'S LIABILITY

The terms "Landlord", as used in this Lease so far as covenants or obligations on the part of the Lessee are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Premises. In the event of any transfer or transfers of the title to such fee, the Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be and is hereby relieved after the date of such transfer and conveyance of all liability with respect to performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed. Without further agreement, the transferee of such title shall be deemed to have assumed and agreed to observe and perform any and all obligations of the Landlord hereunder during its ownership of the premises. Landlord may transfer its interest in the Premises without the consent of Tenant, and such transfer or subsequent transfer shall not be deemed a violation on Landlord's part of any of the terms and conditions of this Lease.

32. ENVIRONMENTAL HAZARDS

Tenant shall be responsible for any environmental pollution, condition or damage occurring or any Hazardous Substances existing on the premises which is directly caused by Tenant's use of the premises.

From and after the date hereof, and throughout the Terms of this Lease, Tenant shall take all necessary actions to comply with all "Environmental Laws" and shall obtain and comply with all required "Environmental Permits" regarding Tenant's business and other activities on the premises. Without limiting the generality of the foregoing, Tenant shall not engage in any activity or conduct, including without limitations any activity or conduct which involves a Hazardous Substance, which creates or may create an unlawful, dangerous, injurious, noxious or otherwise objectionable environmental condition.

In the event of any real or potential environmental contamination or other environmental damage to the premises during the term of this Lease, as a result of Tenant's negligence or otherwise, Tenant shall immediately take all actions necessary or appropriate to cease, contain and remediate the environmental contamination or other environmental damage. Tenant shall immediately notify Landlord of the occurrence of any incident or accident described in this paragraph, or upon Tenant's learning of the threat of any such incident or accident described in this paragraph, or upon Tenant's learning of the threat of any such incident or accident.

Tenant shall assume the risk of, be responsible for, defend, indemnify and hold Landlord harmless from any and all losses, claims, costs, liabilities, damages and expenses, including attorney's fees, resulting from any environmental contamination or other environmental damage or failure to comply with any Environmental Law or Environmental Permit, arising with respect to Tenant's use of the premises on or after the date hereof.

33. COMPLETE AGREEMENT

(A) This Agreement is deemed to contain all of the terms and conditions bargained and exchanged by and between the parties hereto and no parol representations, warranties or outside conditions are permitted to vary the written agreement as set forth in the Lease.

(B) No modifications of this Lease shall affect any of the terms and conditions herein set forth unless such modification shall be in writing and signed by the parties hereto, or their successors and assigns.

34. ASSIGNMENT AND SUBLETTING

(A) Permitted subject to following protocol. The Premises shall not be sublet and this Lease shall not be assigned, mortgaged, pledged, encumbered, sold to new ownership, assigned a new operator, or in any other manner transferred by Tenant, voluntarily or involuntarily, by operation of law or otherwise, or used or occupied by anyone other than Tenant, unless by prior approval and full discretion of the Landlord upon a reasonable review of the financial records of the prospective assignee/ subletter to determine that any assignee subletter will maintain compliance with this Agreement. Ultimately, the original Tenant in this Agreement shall be primarily responsible for ensuring rent is always promptly made to the Landlord for term of the Lease.

Landlord shall have the ability to convey the Premises and assign any or all rights under this Lease without prior consent of the Tenant, upon 45 days' notice to Tenant. Until Tenant receives notice of such conveyance and assignment by Lessor, Lessee shall continue to make payments provided in this lease to Lessor.

35. FIRST RIGHT OF REFUSAL/TERMINATION UPON SALE OF PREMISES.

Should the Property be advertised for sale, the Tenant retains a first right of refusal to match any offers to purchase the property. Notwithstanding any other provision of this Lease, Landlord may terminate this Lease upon 60 days written notice to Tenant that the premises have been sold or taken over. In the event Landlord terminates this Lease as provided in this section, and if Tenant is not in default of the Lease, Landlord shall upon presentation of paid invoices evidencing Tenant's costs, reimburse Tenant up to the prorated sum of a maximum of \$1,000 plus Tenant's security deposit less any sums due Landlord under the terms of this Lease.

36. PERSONAL LIABILITY. Notwithstanding any contrary provision of this Lease, it is expressly understood and agreed, such understanding and agreement being a significant and material inducement to the execution of this Lease by Landlord, that: i) there shall be absolutely no personal liability of whatsoever nature imposed upon Landlord, its successors or assigns, any member/manager of Landlord, any partner of Landlord, whether general or limited, or their respective heirs, personal representatives, successors or assigns, or any mortgage in possession with respect to any of the terms, covenants or conditions of this Lease; ii) if Landlord shall commit a default or breach of any of the terms, covenants or conditions of this Lease and Tenant shall obtain a judgement against Landlord for such default or breach, Tenant's sole and exclusive remedy for the enforcement and collection of such judgment shall be the equivalent of up to 3 months' rent under this Agreement and (iii) regardless of

whether the proceedings described in clause “(ii)” immediately above shall result in a complete satisfaction of Tenant’s judgment, in no event, whether by proceedings at law, in equity, administrative proceedings or otherwise, shall any deficiency or other personal judgment be rendered or enforced against Landlord, its successors and assigns, any member/manager of Landlord, any partner of Landlord, whether general or limited, or their respective heirs, personal representatives, successors or assigns, or any mortgagee in possession.

37. MUTUAL NON-DISPARAGEMENT. Both Parties agree not to make any disparaging statements, comments or remarks to any third person or entity, or to request any third person or entity to do so, whether verbally, electronically, in writing or in any other form, platform or medium, regarding the other Party or their affiliated entities, members, owners, officers, members, attorneys, employees, contractors, successors and assigns, and other representatives of any kind.

MISCELLANEOUS

Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Ohio. Venue for any action arising out of this Lease to enforce or interpret its terms or conditions shall be in Cuyahoga County, Ohio.

First-Class Operation. Tenant covenants and agrees that at all times the business to be conducted at, through and from the Premises, and the kind and quality of services to be offered in the conduct thereof, will be first-class in every respect.

Corporate Tenant. The parties executing this Lease or any other documents related to this Lease on behalf of Tenant, hereby covenant and warrant that Tenant is a duly qualified business entity in good standing, and all steps have been taken prior to execution to qualify Tenant to do business in Ohio; that the undersigned is authorized to execute this Lease on Tenant's behalf; all franchise and corporate taxes (if any) have been paid to date; and all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due.

Right of Entry. Landlord and Landlord’s agents shall have the right to enter the Premises at all reasonable times (except in the event of an emergency at which time Landlord may enter at any time) to examine the same.

Accord and Satisfaction. Landlord is entitled to accept, receive and cash or deposit any payment made by Tenant for any reason or purpose and apply such payment, at Landlord's option, to any obligation of Tenant; any such payment shall not constitute payment of any amount owed except that to which Landlord has applied it. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant and Landlord's right to pursue any other available remedy.

Attorneys' Fees. In any litigation arising out of the default of this Lease, the Landlord shall be entitled to recover from the Tenant and/or Guarantor, reasonable attorney’s fees, costs, and expenses of such suit and any appeal thereof, including any reasonable attorneys' and paraprofessional fees and costs, through and including all trial and appellate levels and post-

judgment proceedings.

Client Authority To Enter Contract and Sign Lease. By executing this Agreement, the Tenant(s) represents and warrants to be over the age of 18, of sound mind and memory, not impaired, under duress, or under any influence, and able to legally enter into a contract with the capacity and authority to bind themselves and/or their entity/organization, as applicable, to this agreement including all provisions herein. The Tenant is duly authorized to enter this Agreement, whether acting as an agent or in a representative capacity, on behalf of the organization/entity that Client is employed, contracting, consulting, or otherwise affiliated with, understanding that the Landlord is acting in good faith reliance on such affirmation to enter this Agreement. If multiple tenants are affiliated with an entity/organization and only one is signing this Agreement, it represents to Landlord that the signing party is authorized to execute this Agreement on behalf of, and therefore, without the necessity of obtaining the signature of any other Agent, family member, third party, officer, partner or member, as the case may be. If Tenant is a corporation, a partnership, or a limited liability company, each person signing this Lease as an officer, general partner, member or manager of Tenant represents to Landlord that such person is duly authorized to execute this Lease without the necessity of obtaining the signatures of any other officer, partner, member or manager of such entity, that the execution of this Lease has been properly authorized by the Board of Directors of the corporation, by the partners of the partnership or by the members or managers of the limited liability company, as the case may be, and that this Lease is fully binding on Tenant. Upon request of the Landlord, Tenant shall deliver to Landlord a certified resolution of Tenant's board of directors if Tenant is a corporation, Tenant's partners if Tenant is a partnership or Tenant's members or managers if Tenant is a limited liability company, authorizing the execution of this Lease on behalf of Tenant.

Rules and Regulations. Landlord reserves the right to and Tenant agrees that Landlord may at any time for the general welfare of the Shopping Center, the avoidance of nuisance, or the maintenance of a good reputation, safety, order and cleanliness in the Premises and at the Shopping Center, impose reasonable rules and regulations of general application governing the conduct of tenants in the Shopping Center and the use of the Premises or Common Areas.

[Signatures Below]

IN WITNESS WHEREOF, the parties have executed this Agreement which shall be considered effective for all relevant purposes as of the Effective Date.

LANDLORD:

By: _____

Signature: _____

Date: _____

STATE OF OHIO)
) ss:
COUNTY OF)

Before me, a Notary Public in and for said County, personally appeared _____, being personally known to me as the person who executed this Lease Agreement on behalf of Landlord and acknowledged the same to be the free act and deed of Landlord, and the free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, in _____, Ohio, this ____ day of _____, _____.

Notary Public

My Commission Expires:

TENANTS:

Signature: _____

Print Name _____

Title

Date: _____

STATE OF OHIO)
) ss:
COUNTY OF)

Before me, a Notary Public in and for said County, personally appeared _____, being personally known to me as the person who executed this Lease Agreement on behalf of Tenant, and acknowledged the same to be the free act and deed of Tenant, and the free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, in

_____, Ohio, this ____ day of _____, _____.

Notary Public

My Commission Expires:

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

TO: Beachwood Planning Commission

FROM: George Smerigan, City Planner

DATE: August 18, 2025

RE: **P&Z 2025-34 Simonovic Law, LLC
23533 Mercantile, LLC
23533 Mercantile Road
Determination of Similar Use
Self-Storage Units**



This request is for a determination that a proposed use is “similar, harmonious, and compatible” in the U-8 Industrial and Office Mixed-Use District. Section 1129.02(a) permits the Planning and Zoning Commission and City Council to allow a use not specifically listed in the District provided that they determine that the proposed use conforms to the stated purpose and intent of the District and is similar to the uses that are specifically authorized in the District.

The purpose and intent of the U-8 District is “*to create jobs and to enhance the tax base of the City. These regulations are intended to provide for the integration of basic industrial and manufacturing uses with office, service, and limited retail uses into a cohesive employment center.*”

The uses permitted by right in the U-8 District include:

- Professional, administrative, executive, and sales offices
- Professional medical offices
- Licensed health care facilities
- Research and development laboratories and testing facilities
- Wholesale and retail businesses and showrooms
- Retail sales associated with wholesale businesses and showrooms, interior decorating, and design services, or with articles or goods created, manufactured, or assembled on the premises
- Storage and distribution of finished or packaged goods subject to the provisions of Section 1129.07

- Light manufacturing, fabrication, and assembly operations
- Business services
- Personal services
- Printing; publishing; engraving
- Photographic studios, sales, and processing
- Copy, blueprinting and reproduction services
- Interior decorating and design services and facilities
- Postal facilities and package delivery services
- Public utility facilities
- Municipal facilities
- Financial institutions
- Child day care centers pursuant to Section 1155.02
- Adult day care centers pursuant to Section 1155.03
- Dance studios
- Recording and broadcast studios
- Art studios and galleries
- Athletic facilities, fitness centers, and health spas eight thousand (8,000) square feet or less

Should the Commission determine that the proposed use is similar, harmonious, and compatible, it may *“attach such conditions, stipulations, or requirements to the approval of such similar uses as deemed necessary to ensure their compatibility, mitigate potential impacts, and otherwise carry out the spirit and intent of this Code.”*

The closest uses would appear to be the listed service uses, but it is difficult to match the proposed use with the purpose and intent of the district. The applicant has suggested that a percentage of the storage units could be limited to business rental only. Whether or not that suggestion makes the use more compatible in the District, the difficulty with such a restriction is administration and enforcement.

A similar use determination requires the concurrence of City Council so the Commission would have to act in the form of a recommendation to City Council.



July 15, 2025



MEMORANDUM
CITY OF BEACHWOOD

PLANNING AND ZONING COMMISSION MEETING

Meeting Date: August 28, 2025

Report Date: August 11, 2025

2025120.01

To: Mr. Brian Roenigk
Building Commissioner

FR: Joseph R. Ciuni, P.E., P.S.
City Engineer

AGENDA ITEM NO. 7

P & Z 2025-34 Dmitry Belkin has requested a Conditional Use Permit to operate an indoor storage business at 23533 Mercantile Road.

We have no comments on this item.



Fire Prevention Bureau

P&Z Report

To: Planning and Zoning Commission
From: Matthew Domonkos, Assistant Chief
Date: 08/11/2025
Re: P&Z # 2025-34 23533 Mercantile (Conditional Use Permit)

The Fire Prevention Bureau has reviewed the drawings/documents submitted for this item.

1. The Fire Department has no questions or comments at this time.

Matthew Domonkos

Matthew Domonkos
Assistant Fire Chief