

CITY OF *Beachwood*

**Beachwood Planning and Zoning Commission Meeting
Thursday, October 30, 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 September 25, 2025, Planning and Zoning Commission Meeting
3. Council Report
4. Citizen's Remarks
5. Planning and Zoning Commission
2025-43 Arnold and Suzanne Kaufman have requested a 799' total lot allowed hardscape variance, in accordance with BCO Section 1146.03(c), Landscaping of Residential Lots Required, and an accessory structure variance for a pergola, in accordance with BCO Section 1113.03, Rear Yards, at 24794 Tunbridge Lane.
6. Planning and Zoning Commission
2025-44 Shawn Starks has requested a 4' rear setback variance for a shed at 23250 Halburton Road, in accordance with BCO Section 1113.03, Rear Yards.
7. Planning and Zoning Commission
2025-35 Rezoning 2555 Edgewood Road (PPN 741-08-036) and 2561 Edgewood Road (PPN 741-08-037) from U-1 Single Family Residential District to U-5 Public and Institutional District (Ordinance No. 2025-32, referred from Council September 15, 2025).

Tabled Items

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.
3. 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.



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: 9/29/2025

OWNER OF BUILDING: ARNOLD & SUZANNE KAUFMAN PHONE: (440) 488-5632

STREET ADDRESS: 24794 TUNBRIDGE LN.

CITY/STATE/ZIP: BEACHWOOD, OH 44122

APPLICANT: DAVID KAPLAN PHONE: (216) 402-8777

COMPANY OR FIRM: OLIVER ARCHITECTURE

EMAIL: DAVE@OLIVERARCHITECT.COM

STREET ADDRESS: 7100 EUCLID AVE. SUITE 200

CITY/STATE/ZIP: CLEVELAND, OH 44103

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

ARNOLD & SUZANNE KAUFMAN - AKAUF1@AOL.COM, SRKK51@AOL.COM

DAVID KAPLAN (TENTATIVE) - DAVE@OLIVERARCHITECT.COM

DESCRIPTION OF THE PROPERTY:

ADDRESS: 24794 TUNBRIDGE LN. SUITE #

TENANT NAME: N/A (HOMEOWNERS)

PERMANENT PARCEL # 741 18 055 PRESENT USE: HOUSE PROPOSED USE: HOUSE

PURPOSE OF APPLICATION: REQUEST VARIANCE TO PERMIT A NEW PERGOLA AT THE REAR OF THE HOUSE AND ADD ADDITIONAL SIDEWALK AT WEST SIDE.

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 PAGES

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. NONE

PROPERTY TAX REPORT

 An official website of the Cuyahoga County government. Here's how you know



CUYAHOGA COUNTY, *Ohio* MyPlace

Search

City Entire County ▼

Search By Owner Parcel Address

74118055 | KAUFMAN, ARNOLD & SUZANNE K. | 24794 TUNBRIDGE DR | BEACHWOOD | 44122



[View Map](#)

PROPERTY DATA

[General Information](#)

[Transfers](#)

[Values](#)

[Land](#)

[Building Information](#)

[Building Sketch](#)

[Other Improvements](#)

[Permits](#)

[Property Summary Report](#)

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Primary Owner

KAUFMAN, ARNOLD & SUZANNE K.

Property Address

24794 Tunbridge DR Beachwood, OH 44122

Tax Mailing Address

KAUFMAN, ARNOLD 24794 TUNBRIDGE LN BEACHWOOD, OH 44122

Description

19 FAIRMT PKEST 0120 ALL

Property Class

SINGLE FAMILY DWELLING

Parcel Number

741-18-055

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

Land Value	\$39,030
Building Value	\$126,530
Total Value	\$165,560
Homestead Value	\$

First Half Year Charge Amounts

Gross Tax	\$10,075.15
Less 920 Reduction	\$5,469.75
Sub Total	\$4,605.40
Non-business Credit	\$345.82
Owner Occupancy Credit	\$86.45
Homestead Reduction	\$0.00
Total Assessments	\$67.80
Half Year Net Taxes	\$4,240.93

Market Values

Land Value	\$111,500
Building Value	\$361,500
Total Value	\$473,000

Second Half Year Charge Amounts

Gross Tax	\$10,075.15
Less 920 Reduction	\$5,469.75
Sub Total	\$4,605.40
Non-business Credit	\$345.82
Owner Occupancy Credit	\$86.45
Homestead Reduction	\$0.00
Total Assessments	\$67.80

Half Year Net Taxes \$4,240.93

Flags

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

Rates

Full Rate	121.71
920 Reduction Rate	.542895
Effective Rate	55.63427

Escrow

Escrow	N
Payment Amount	\$0.00

Tax Balance Summary

Charges

\$8,481.86

Payments

\$8,481.86

Balance Due

\$0.00

2024 (pay in 2025) Charge and Payment Detail

Taxset	Charge Type	Charges	Payments	Balance Due
Beachwood				
	1st half tax	\$4,173.13	\$4,173.13	\$0.00
	1ST HALF BALANCE	\$4,173.13	\$4,173.13	\$0.00
	2nd half tax	\$4,173.13	\$4,173.13	\$0.00
	2ND HALF BALANCE	\$4,173.13	\$4,173.13	\$0.00
C100030C-SEWER MAINTENANCE				
	1st half tax - 2024	\$33.90	\$33.90	\$0.00
	1ST HALF BALANCE	\$33.90	\$33.90	\$0.00
	2nd half tax - 2024	\$33.90	\$33.90	\$0.00
	2ND HALF BALANCE	\$33.90	\$33.90	\$0.00
C100030S-Sewer Maintenance				
	1st half tax - 2024	\$33.90	\$33.90	\$0.00
	1ST HALF BALANCE	\$33.90	\$33.90	\$0.00
	2nd half tax - 2024	\$33.90	\$33.90	\$0.00
	2ND HALF BALANCE	\$33.90	\$33.90	\$0.00

Total Balance

Charges	Payments	Balance Due
\$8,481.86	\$8,481.86	\$.00

[Top](#)

[View Map](#)

Updated :09/24/2025 02:49:02 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

AERIAL PHOTO OF PROPERTY (EDITED SLIGHTLY TO SHOW EX. CONDITIONS CONCEALED BY TREES/LANDSCAPING)



**APPROXIMATE
LOCATION OF
EXISTING SHED**

**LOCATION OF
PROPOSED
PERGOLA**

REASON FOR PERGOLA VARIANCE REQUEST:

THE PERGOLA WILL BE REPLACING A FORMER COVERED PORCH STRUCTURE THAT WAS DEMOLISHED DURING A MAJOR RENOVATION PROJECT IN 2021-2022 UNDERTAKEN AT THE HOUSE. THE FORMER STRUCTURE WAS A METAL ROOF WITH COLUMNS SUPPORTED ON A CONCRETE SLAB, AND PROVIDED NICE SHADE ADJACENT TO THE HOUSE. IT WAS IN DISREPAIR WHEN THE HOUSE WAS PURCHASED AND FULLY REMOVED. THE HOMEOWNERS WOULD NOW LIKE TO CONSTRUCT A PERGOLA AT THE FORMER PORCH LOCATION, BUT IT WOULD BE SMALLER IN THE EAST-WEST DIMENSION THAN THE FORMER METAL ROOF STRUCTURE. SEE PHOTOS BELOW OF THE HOUSE PRIOR TO THE MAJOR RENOVATION PROJECT. ONE CAN SEE THAT IT EXTENDED TO THE EAST END OF THE HOUSE. IT TERMINATED NEAR THE WEST END OF THE LARGE PICTURE WINDOWS (NOT IN PICTURE - SEE DRAWINGS FOR WINDOW EXTENTS). THE PERGOLA WILL ONLY BE LOCATED IN FRONT OF (4) OF THE (5) PICTURE WINDOWS, AND IT WILL NOT BLOCK THE EXTERIOR DOOR. THE PERGOLA WILL ALSO BE ATTACHED TO THE HOUSE ABOVE THE ROOFLINE, WHEREAS THE FORMER METAL ROOF ATTACHED BELOW IT.

2021 PHOTOGRAPH:



REASON FOR PERGOLA VARIANCE REQUEST (CONT'D):

IT IS RECOGNIZED THAT THE REQUESTED WOULD BE ADDING A SECOND ACCESSORY STRUCTURE TO THE PROPERTY WHICH ALREADY HAS A FREESTANDING SHED. WE OFFER THE FOLLOWING ARGUMENT FOR ITS INCLUSION:

1. THE HOUSE FORMERLY HAD (2) ACCESSORY STRUCTURES AS EXPLAINED PRIOR. THIS WOULD BE REINSTATING THIS CONDITION. TO THE BEST OF OUR KNOWLEDGE, THERE WERE NO OBJECTIONS TO THE FORMER METAL ROOF BY THE CITY OR SURROUNDING NEIGHBORS. THE NEW PERGOLA WOULD BE SMALLER IN THE EAST-WEST DIRECTION THAN THE FORMER METAL ROOF.
2. PERGOLA IS OPEN-AIR AND WILL ALLOW STORMWATER TO LAND AT GRADE.
3. THE ENTIRE BACKYARD OF THE PROPERTY ALREADY HAS PRIVACY, AS IT IS SURROUNDED BY TALL, EVERGREEN ARBOR VITAE WHICH FULLY SCREEN IT FROM SURROUNDING NEIGHBORS AND THE SPORTS FIELD. THE PERGOLA WILL NOT BE VISIBLE TO NEIGHBORS.
4. THE PERGOLA WILL BE CONSTRUCTED OF A WOOD SPECIES THAT IS WEATHER- AND DECAY RESISTANT (CEDAR).

REASON FOR SIDEWALK VARIANCE REQUEST:

PRIOR TO THE MAJOR RENOVATION AND ADDITION PROJECT UNDERTAKEN ON THE HOUSE IN 2021-2022, THE SIDEWALK ALONG THE WEST SIDE OF THE HOUSE USED TO CONNECT TO THE DRIVEWAY. SEE PHOTO BELOW FROM 2021:



**CONNECTING
SIDEWALK**

THE CONNECTING PORTION OF THE SIDEWALK WAS REMOVED AS PART OF THE ADDITION THAT WAS CONSTRUCTED ON THE FRONT OF THE HOUSE. AFTER CONSTRUCTION, THE SIDEWALK WAS NEVER RECONNECTED TO THE DRIVEWAY AS IT FORMERLY WAS. WE ARE SIMPLY REQUESTING TO REINSTATE THIS CONDITION. BELOW IS A PHOTOGRAPH OF TODAY'S CONDITIONS AND MARKUP SHOWING THE DESIRED, CONNECTING PORTION TO BE BUILT:



**2021-22
HOUSE
ADDITION**

**PROPOSED
CONNECTING
SIDEWALK**

REASON FOR SIDEWALK VARIANCE REQUEST (CONT'D):

IT IS RECOGNIZED THAT THE REQUESTED SIDEWALK CONNECTION WOULD BE ADDING ADDITIONAL HARDSCAPE TO A PROPERTY WHICH IS ALREADY OVER ITS AMOUNT PERMITTED BY THE ZONING CODE. WE OFFER THE FOLLOWING ARGUMENT FOR ITS INCLUSION:

1. THE OVERAGE OF HARDSCAPE WAS AN INHERITED, EXISTING CONDITION NOT CAUSED BY THE CURRENT HOMEOWNERS.

2. THE SIDEWALK IN QUESTION IS LOCATED OVER 80' AWAY FROM THE TUNBRIDGE LANE CURB WHERE STORM SYSTEM INLETS ARE LOCATED. THERE IS A MINIMAL AMOUNT OF STORMWATER RUNOFF THAT WOULD ACCUMULATE ON THIS CONCRETE, AND IT WILL FALL INTO GRASS/LANDSCAPE AREAS FIRST AND BE ABSORBED BEFORE IT GETS ANYWHERE NEAR A STORM INLET. IF DESIRED, A SLIGHT SLOPE CAN BE PROVIDED ON THE WALK TO PROMOTE POSITIVE DRAINAGE TO GRASS AREAS. IT IS NOT ANTICIPATED THAT THE SIDEWALK WOULD AFFECT THE EXISTING SITE RUNOFF DESIGN IN ANY WAY THAT WOULD OVERLOAD STORM SYSTEMS.

3. CONNECTING THE SIDEWALK TO THE DRIVEWAY WOULD BE A SAFER CONDITION, PARTICULARLY FOR EMERGENCY PERSONNEL. IT CREATES A PATH FOR STRETCHERS TO THE BACKYARD. IT ALSO PROVIDES A "COMPLETED" LOOK TO THE PROPERTY WHICH RIGHT NOW LOOKS OBVIOUSLY "INCOMPLETE." THE AESTHETIC OF THE VIEW FROM TUNBRIDGE LANE WOULD BE IMPROVED WITH THIS CONNECTION.

4. A SMALL AREA OF EXISTING CONCRETE IS PROPOSED TO BE REMOVED AS A PART OF THE IMPROVEMENTS TO INCREASE LANDSCAPING. SEE PHOTO BELOW. THIS EQUATES TO APPROX. 10 SF. WHILE THIS IS NOT AN EQUAL TRADEOFF TO THAT BEING ADDED, IT IS A REDUCTION:



**PROPOSED
CONCRETE
REMOVAL**

KAUFMAN RESIDENCE

NEW PERGOLA, BATHROOM ADDITION, & SIDEWALK RESTORATION

24794 TUNBRIDGE LANE
BEACHWOOD, OH 44122

DRAWING INDEX - ARB	
NO.	NAME
0 - GENERAL	
G-001	TITLE SHEET AND SITE PLAN
2 - ARCHITECTURAL	
A-1	PERGOLA AND BATHROOM ADDITION PLANS, ELEVATIONS, AND DETAILS

PROJECT INFORMATION

PROJECT ADDRESS: 24794 TUNBRIDGE LN., BEACHWOOD, OHIO 44122
PARCEL #: 741-18-055

BUILDING SUMMARY: EXISTING SINGLE FAMILY RESIDENCE, 1 STORY PLUS FULL BASEMENT

PROJECT SUMMARY: NEW WOOD PERGOLA, BATHROOM ADDITION, AND MINOR SIDEWALK RESTORATION

GENERAL NOTES

PERFORM ALL WORK IN COMPLIANCE WITH THE 2019 OHIO RESIDENTIAL CODE AND ALL APPLICABLE LOCAL CODES AND ORDINANCES.

OBTAIN ALL REQUIRED PERMITS AND APPROVALS PRIOR TO PERFORMING WORK.

VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS BEFORE STARTING WORK. IMMEDIATELY NOTIFY ARCHITECT OF ANY DISCREPANCIES.

INSPECT AND BECOME FAMILIAR WITH ALL ASPECTS OF THE EXISTING CONDITIONS BEFORE PROVIDING BIDS FOR WORK. INCLUDE ALL REPAIR, REPLACEMENT, AND REHABILITATION OF EXISTING CONDITIONS TO PROVIDE RESULTS SHOWN ON DRAWINGS. PROVIDE ALL TRIM, ACCESSORIES, AND FASTENERS AS REQUIRED FOR COMPLETE AND FINISHED WORK.

PERFORM WORK SO AS TO AVOID DISRUPTION OF OWNER OPERATIONS. PROVIDE TEMPORARY DUST/DEBRIS CONTROL AS REQUIRED. MAINTAIN ACCESS TO ALL MEANS OF EGRESS AND EXITS.

ALL SUB-CONTRACTORS TO DESIGN AND INSTALL SYSTEMS PER TENANT / OWNER REQUIREMENTS AND IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF ALL APPLICABLE CODES.

PROVIDE ANY BRACING, SHORING, AND TEMPORARY SUPPORTS AS REQUIRED.

REMOVAL OF ANY HAZARDOUS MATERIALS BY OTHERS AND NOT PART OF THIS SCOPE OF WORK.

ALL ITEMS SHOWN ARE NEW UNLESS OTHERWISE NOTED.

PROVIDE EMERGENCY ESCAPE AND RESCUE WINDOWS AT ALL NEW WINDOWS IN SLEEPING ROOMS COMPLYING WITH SECTION 310:

- MINIMUM NET CLEAR OPENING AREA OF 5.7 SF
- MINIMUM NET CLEAR OPENING HEIGHT OF 24 INCHES
- MINIMUM NET CLEAR OPENING WIDTH OF 20 INCHES

USE #2 SPF OR BETTER FOR NEW WOOD FRAMING MEMBERS
DEVELOP WORKING STRESSES NOT LESS THAN:
875 PSI IN BENDING, F_b
1,150 PSI IN COMPRESSION PARALLEL TO GRAIN, F_c
135 PSI IN HORIZONTAL SHEAR, F_v
E=1,400,000 PSI

LIVE LOADS PER TABLE 301.5:
SLEEPING ROOMS = 30 PSF
NON SLEEPING ROOMS = 40 PSF
STAIRS = 40 PSF

GROUND SNOW LOAD = 30PSF. NO REDUCTION

ALLOWABLE STRUCTURAL MEMBER DEFLECTION PER 301.7:
FLOORS & PLASTERED CEILINGS = L/360

ROOF RAFTERS SLOPED GREATER THAN 3:12 AND NO FINISHED CEILING ATTACHED TO RAFTERS = L/180

ALL OTHER STRUCTURAL MEMBERS = L/240

PROVIDE FULL LENGTH CONNECTIONS BETWEEN MULTI-PLY STRUCTURAL MEMBERS.

PROVIDE WET LOCATION LISTED FIXTURES AT WET AND DAMP LOCATIONS PER NEC 410.10

FIREBLOCKING - FIREBLOCKING SHALL BE PROVIDED IN ALL LOCATIONS IDENTIFIED IN RCO 302.11.

SHOULD THE CONTRACTOR ENCOUNTER CONFLICT BETWEEN THESE PLANS AND SPECIFICATIONS, EITHER AMONG THEMSELVES OR WITH THE REQUIREMENTS OF ANY AND ALL REVIEWING AND PERMIT-ISSUING AGENCIES, HE SHALL SEEK CLARIFICATION IN WRITING FROM THE OWNER'S REPRESENTATIVE BEFORE COMMENCEMENT OF CONSTRUCTION. BIDS SHALL OTHERWISE BE BASED ON THE MOST COSTLY INTERPRETATION BY THE OWNERS REPRESENTATIVE AND ARCHITECT. WARRANTY FOR ANY SUBSTITUTIONS OR ALTERNATES SHALL MATCH THAT SHOWN FOR ORIGINAL SPECIFICATION.

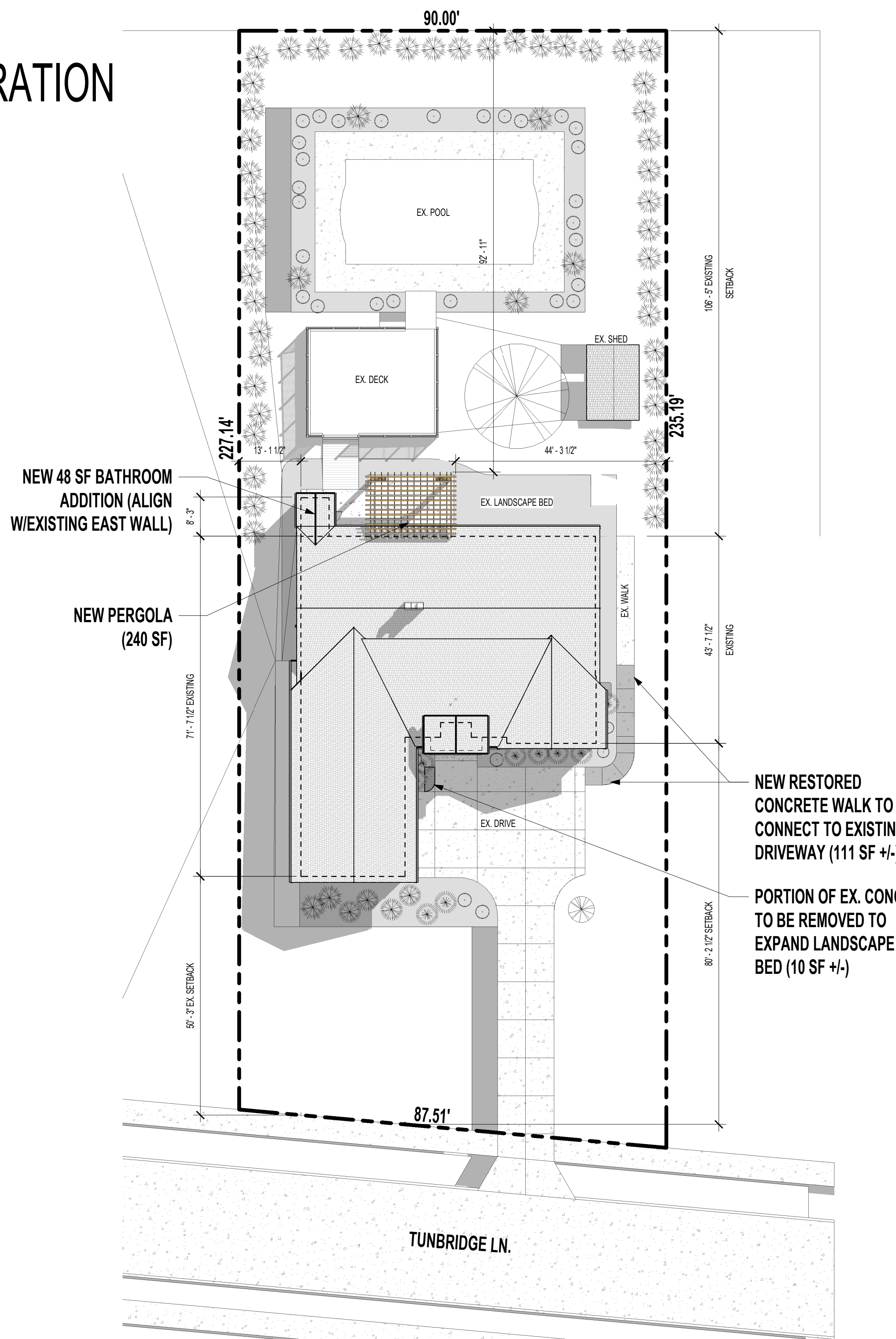
HANDRAILS AND GUARDS SHALL BE DESIGNED TO RESIST A LINEAR LOAD OF 50 POUNDS PER LINEAR FOOT (PLF) 4.5.1 OF ASCE 7 AND A CONCENTRATED LOAD OF 200 POUNDS PER SQUARE FOOT (PSF) PER 301.5 ORC.

REQUIRED GUARDS SHALL NOT HAVE OPENINGS FROM THE WALKING SURFACE TO THE REQUIRED GUARD HEIGHT WHICH ALLOW PASSAGE OF A SPHERE 4 INCHES IN DIAMETER PER 312.3 ORC.

ABBREVIATIONS

#	POUND OR NUMBER	DIMS	DIMENSIONS	HVAC	HEATING, VENTILATING, AND AIR CONDITIONING	REQD	REQUIRED
&	AND	DN	DOWN	IRWB	IMPACT RESISTANT GYPSUM WALL BOARD	RO	ROUGH OPENING
@	AT	DR	DOOR	I.O.	IN LIEU OF	RM	ROOM
ACT	ACOUSTIC CEILING TILE	DWG	DRAWING	INSUL	INSULATED OR INSULATION	SIM	SIMILAR
AD	AREA DRAIN	EA	EACH	INT	INTERIOR	SPEC	SPECIFIED OR SPECIFICATION
AFF	ABOVE FINISHED FLOOR	EJ	EXPANSION JOINT	LO	LOW	SPK	SPRINKLER OR SPEAKER
ALUM	ALUMINUM	EL	ELEVATION	MAX	MAXIMUM	SSTL	STAINLESS STEEL
ANOD	ANODIZED	ELEC	ELECTRICAL	MO	MASONRY OPENING	STC	SOUND TRANSMISSION COEFFICIENT
BSMT	BASEMENT	ELEV	ELEVATOR OR ELEVATION	MECH	MECHANICAL	STL	STEEL
BYND	BEYOND	EPDM	ETHYLENE PROPYLENE DIENE M-CLASS (ROOFING)	MEMBR	MEMBRANE	STRUCT	STRUCTURE OR STRUCTURAL
BOT	BOTTOM	EQ	EQUAL	MIN	MINIMUM	T&G	TONGUE AND GROOVE
CIP	CAST IN PLACE	EXIST	EXISTING	MROWB	MOISTURE-RESISTANT GYPSUM WALL BOARD	TELE	TELEPHONE
CHNL	CHANNEL	EXP JT	EXPANSION JOINT	MTL	METAL	TLT	TOILET
CJ	CONTROL JOINT	EXT	EXTERIOR	NIC	NOT IN CONTRACT	TO	TOP OF
CLG	CEILING	FD	FLOOR DRAIN OR FIRE DEPARTMENT	NO	NUMBER	TOC	TOP OF CONCRETE
CLR	CLEAR	FEC	FIRE EXTINGUISHER CABINET	NOM	NOMINAL	TOS	TOP OF STEEL
CMU	CONCRETE MASONRY UNIT	FIXT	FIXTURE	OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED	TPD	TOILET PAPER DISPENSER
COL	COLUMN	FLR	FLOOR	OFIO	OWNER FURNISHED, OWNER INSTALLED	TID	TELEPHONE/DATA
COMPR	COMPRESSIBLE	FM	FILLED METAL	OC	ON CENTER	TYP	TYPICAL
CONC	CONCRETE	FO	FACE OF	OH	OPPOSITE HAND	UNO	UNLESS NOTED OTHERWISE
CONT	CONTINUOUS	FND	FOUNDATION	OZ	OUNCE	US	UNDERSIDE
CPT	CARPET	GA	GAUGE	PCC	PRE-CAST CONCRETE	VIF	VERIFY IN FIELD
CT	CERAMIC TILE	GALV	GALVANIZED	PLUMB	PLUMBING	VP	VISION PANEL
CTYD	COURTYARD	GWB	GYPSUM WALL BOARD	PLYD	PLYWOOD	W/	WITH
DBL	DOUBLE	HC	HOLLOW CORE	PT	PRESSURE TREATED, PAINT OR PAINTED	WD	WOOD
DEMO	DEMOLISH OR DEMOLITION	HI	HIGH	PVC	POLYVINYL CHLORIDE		
DIA	DIAMETER	HM	HOLLOW METAL	RBR	RUBBER		
DIM	DIMENSION	HP	HIGH POINT	RCP	REFLECTED CEILING PLAN		
		HR	HOUR	RD	ROOF DRAIN		

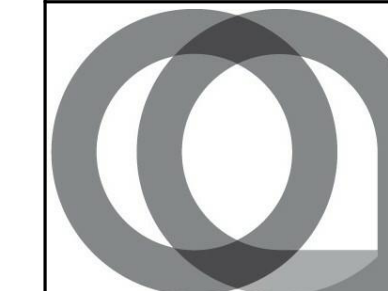
1 SITE PLAN - PERGOLA & BATHROOM ADDITION
1/16" = 1'-0"



SYMBOL LEGEND

---	CALLOUT
⊕	CENTERLINE
— C.J.	CONTROL JOINT
101	DOOR NUMBER
Ref	ELEVATION MARK
101	EXTERIOR ELEVATION
101	KEYED NOTE
?	MATERIAL TYPE
⊕	NORTH ARROW
Room name 101	ROOM TAG
11	SPECIALTY EQUIPMENT TAG
---	BUILDING SECTION
---	WALL SECTION
---	DETAIL SECTION
⊕	WALL TYPE
11	WINDOW TYPE

PROJECT TEAM



ARCHITECT:
Oliver Architecture
216.245.2661
7100 Euclid Avenue #200
Cleveland, OH 44103
www.oliverarchitect.com

KAUFMAN RESIDENCE

24794 TUNBRIDGE LANE
BEACHWOOD, OH 44122

2 PERMIT 9.26.2025
1 ARB SUBMISSION 9.1.2025

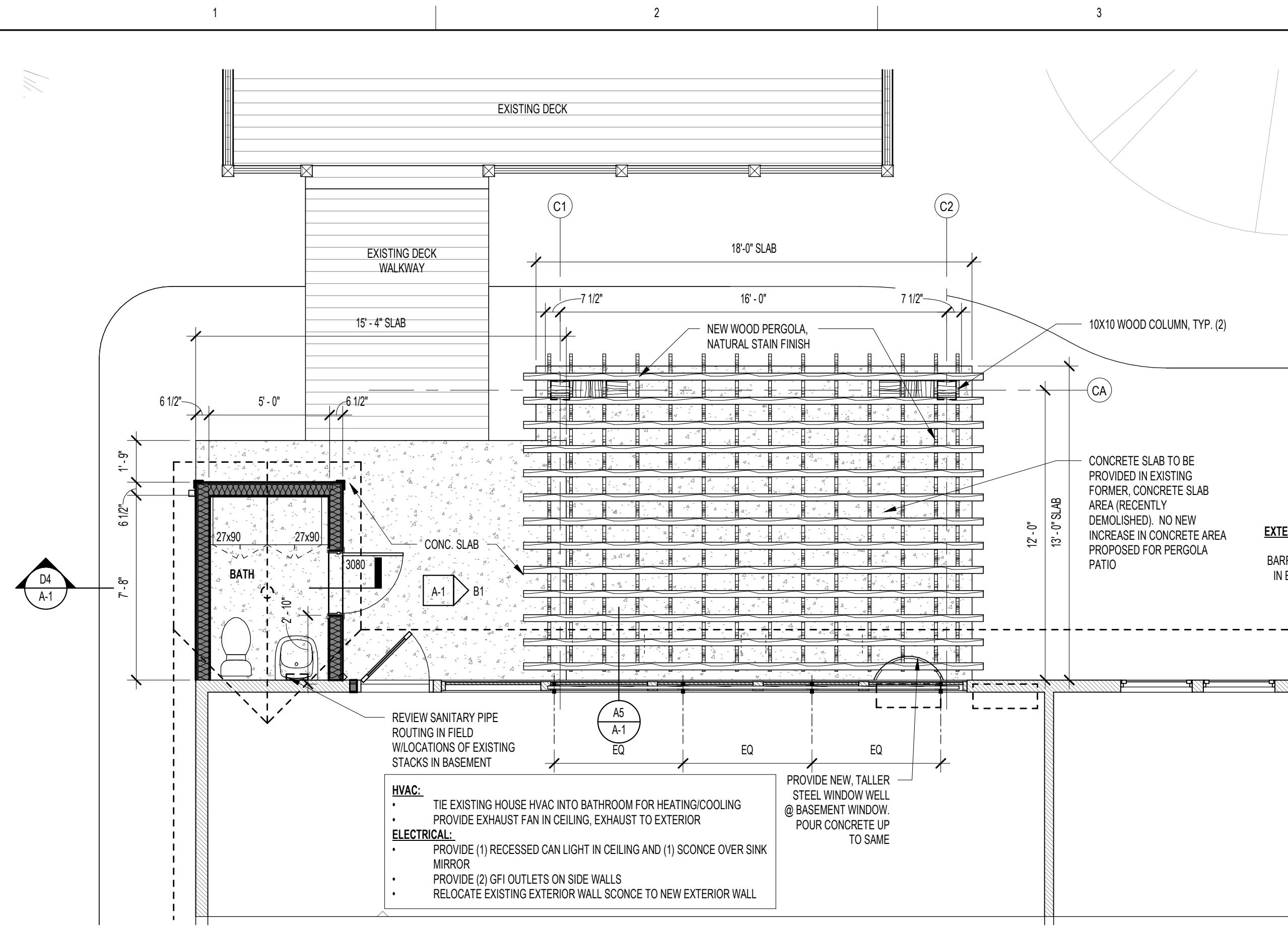
ISSUE DATE



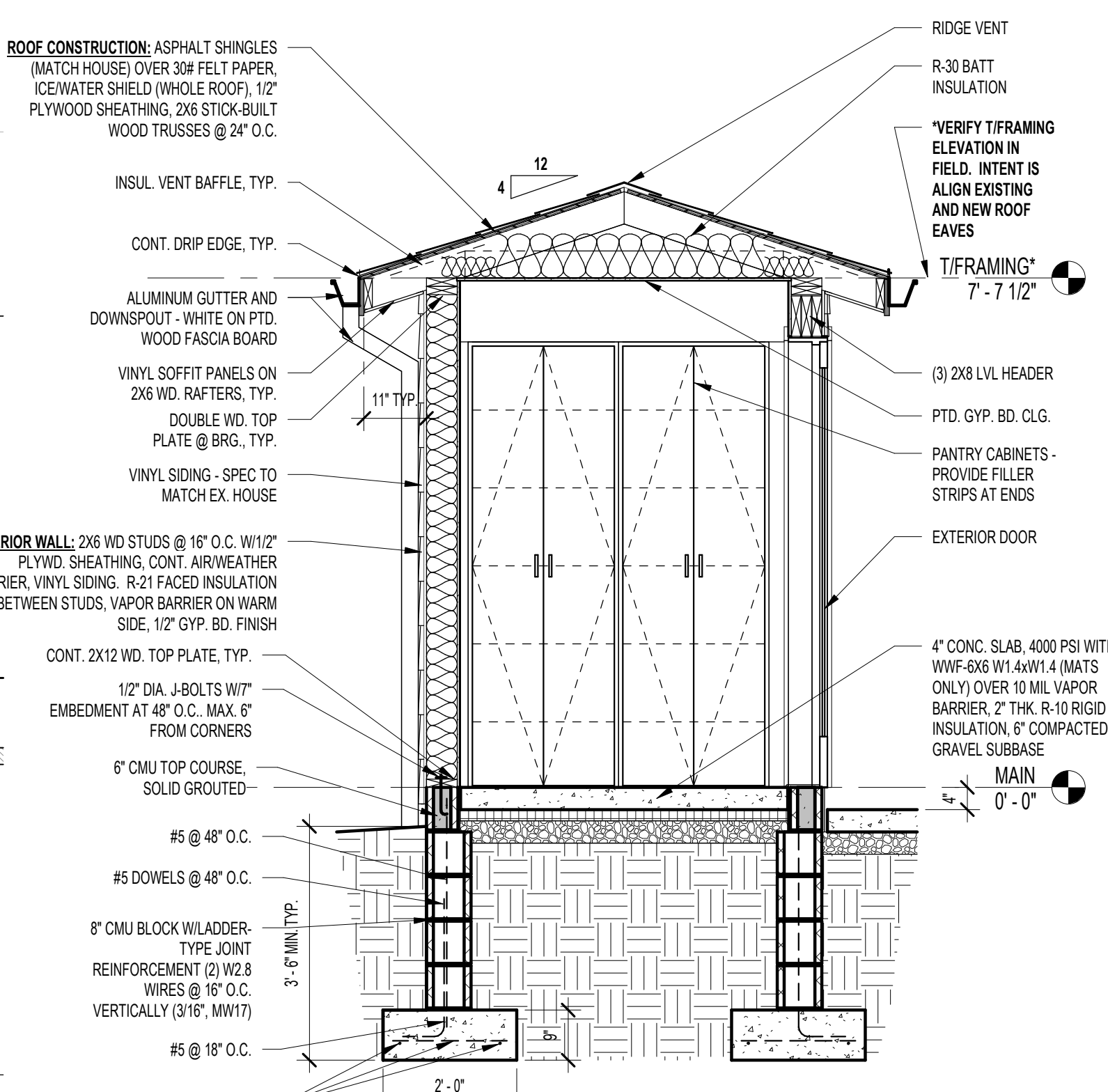
KEVIN A. OLIVER NO. 1015200
EXPIRES ON: 12/31/2025

TITLE SHEET AND SITE PLAN

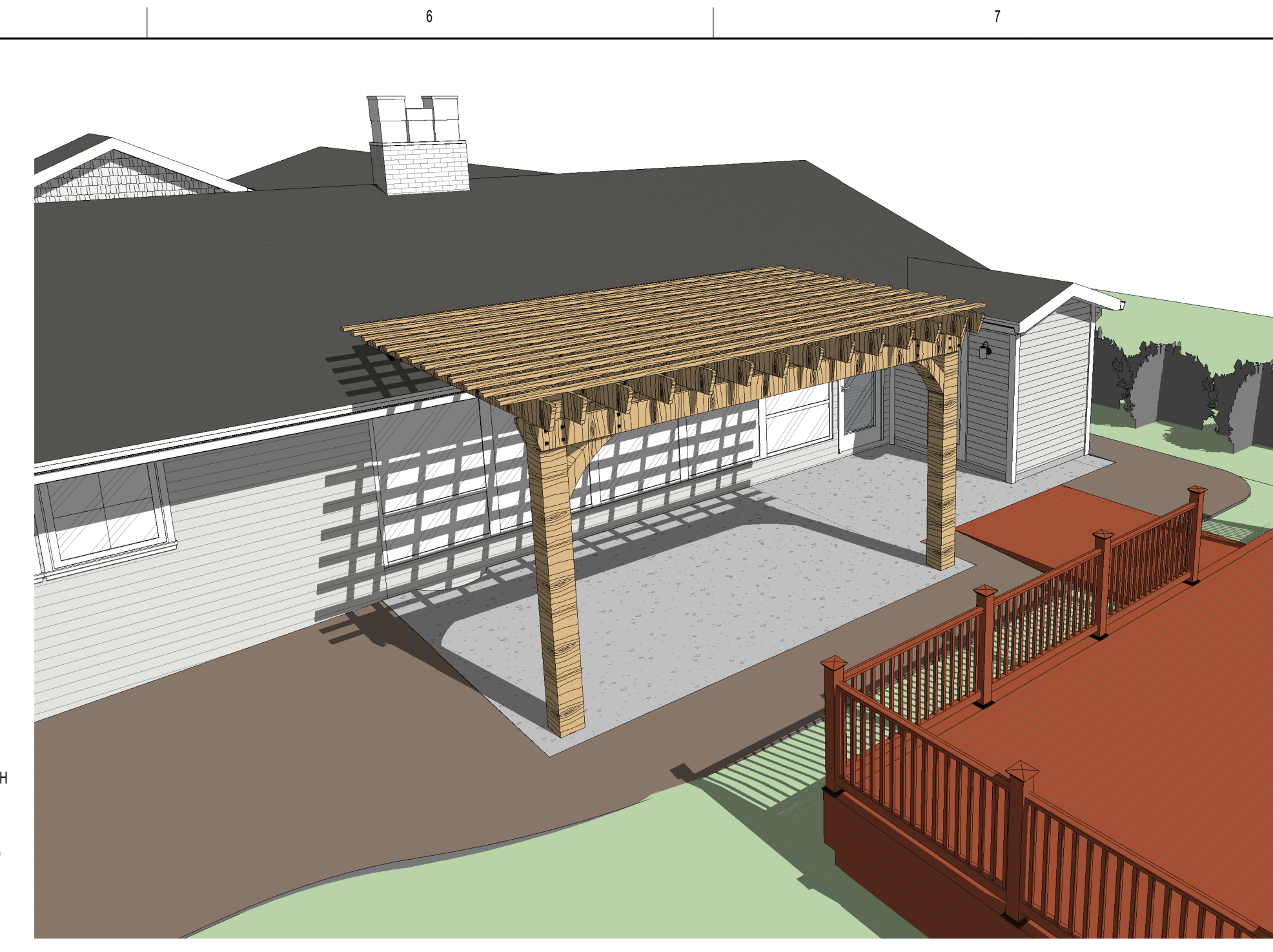
Scale:
As indicated
Date:
9/26/2025 1:59:07 PM
Sheet:
G-001



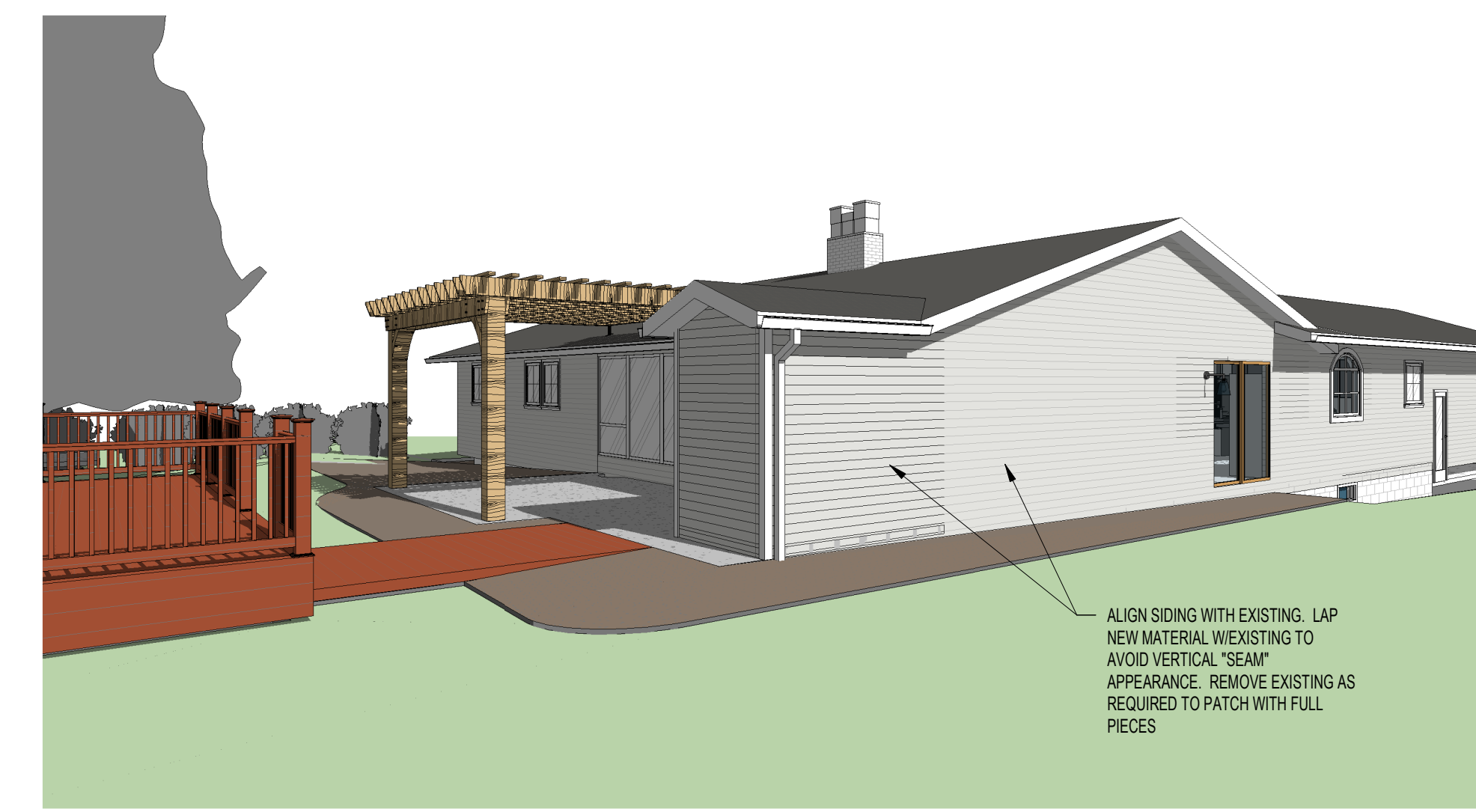
D4 NEW PERGOLA AND BATHROOM ADDITION PLAN
1/4" = 1'-0"



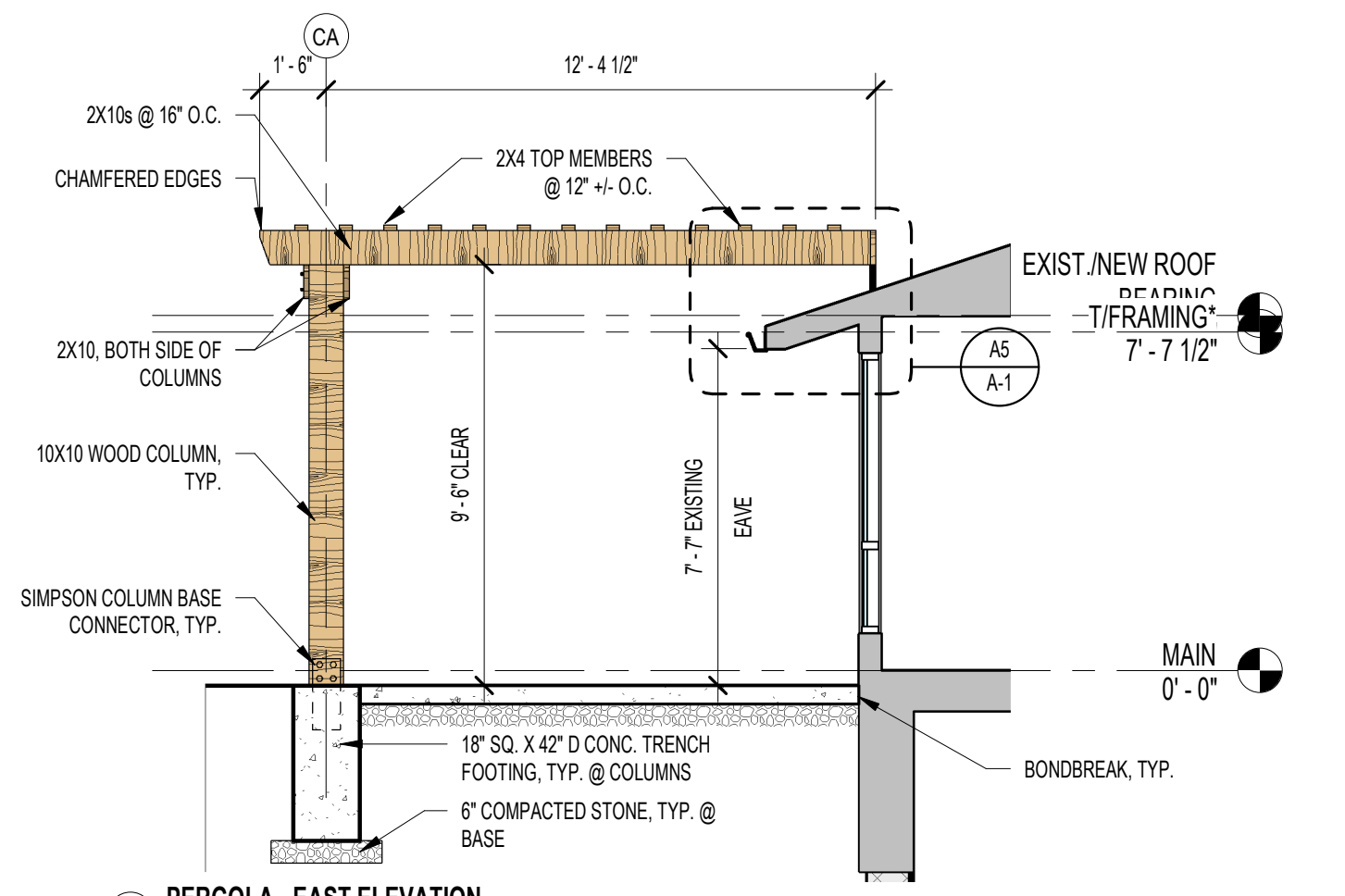
D4 SECTION - BATHROOM ADDITION
1/2" = 1'-0"



D5 PERGOLA & BATHROOM VIEW FROM WEST



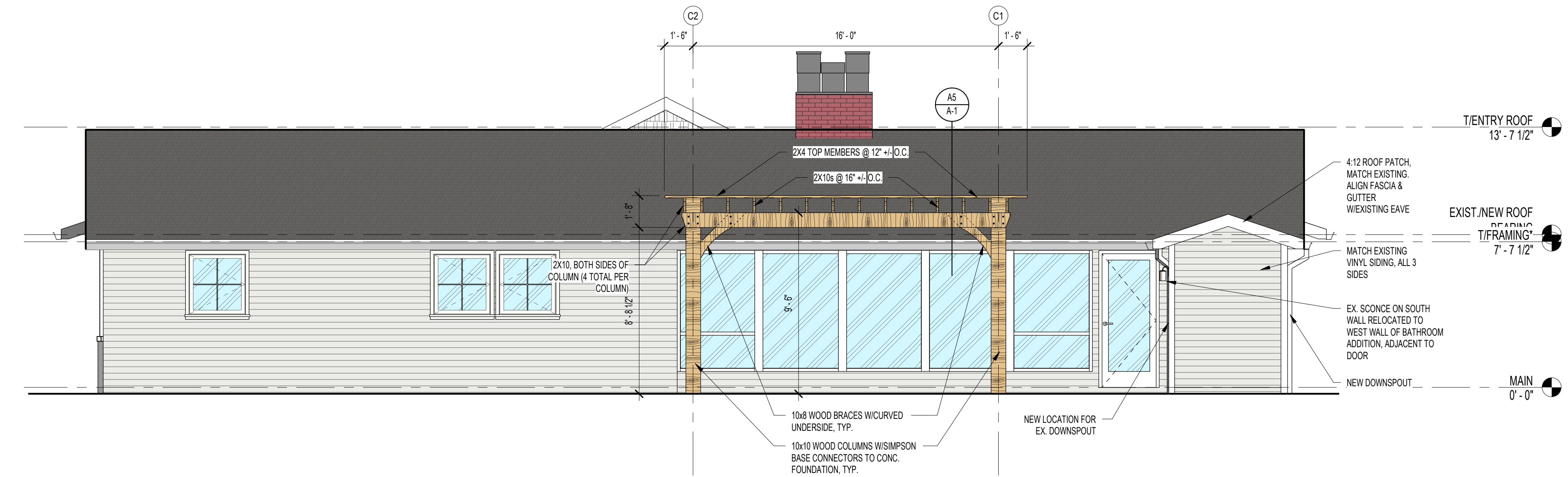
C5 PERGOLA & BATHROOM VIEW FROM EAST



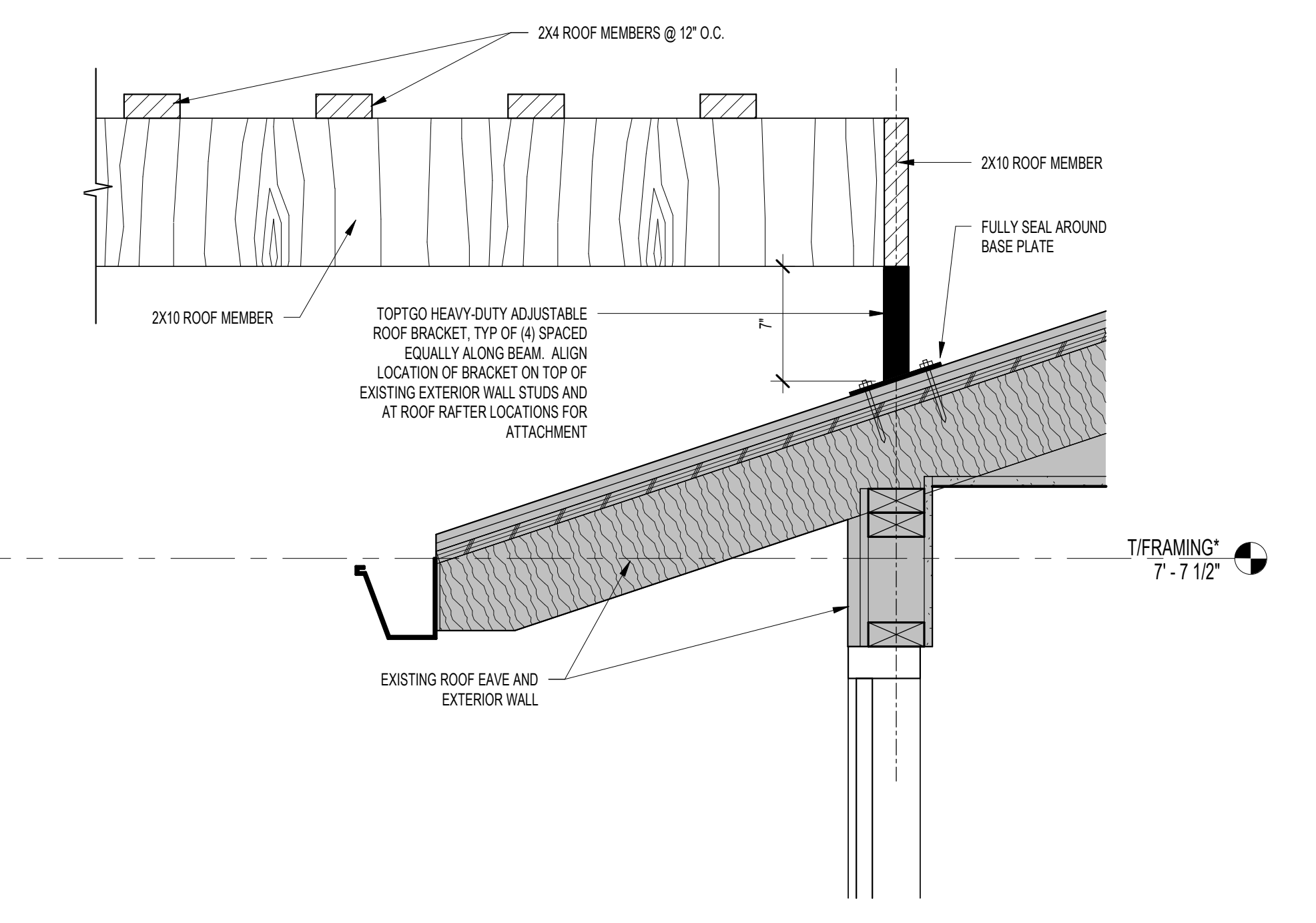
B1 PERGOLA - EAST ELEVATION
1/4" = 1'-0"



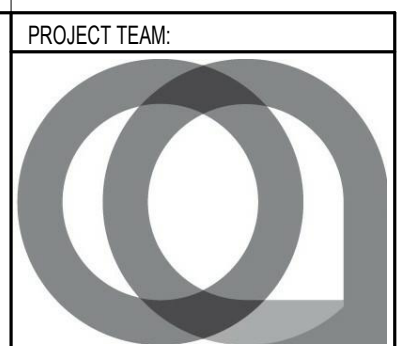
ROOF RISER BRACKET CONDITION (EXAMPLE IMAGE)



A1 PERGOLA AND BATHROOM ADDITION - SOUTH
1/4" = 1'-0"



A5 ROOF SECTION DETAIL
1 1/2" = 1'-0"



ARCHITECT:
Oliver Architecture
216.245.2661
7100 Euclid Avenue #200
Cleveland, OH 44103
www.oliverarchitect.com

KAUFMAN RESIDENCE

24794 TUNBRIDGE LANE
BEACHWOOD, OH 44122

2 PERMIT 9.26.2025
1 ARB SUBMISSION 9.1.2025



PERGOLA AND BATHROOM
ADDITION PLANS,
ELEVATIONS, AND DETAILS

Scale: As indicated
Date: 9/26/2025 1:58:10 PM
Sheet: A-1

Hardscape Variance

Date: 09/29/2025

Property Address: 24794 Tunbridge Dr.

Total Lot Area: 20,700.00'

Average Depth: 231.00'

Average Width: 90.00'

Existing Footprint:

Total (sq. ft) of Existing Hardscape: 3793.00'

Total Lot Allowed Hardscape 15% Maximum BCO 1146.03(c): 3105.00'

Existing Hardscape: 3793.00'

Proposed Hardscape: (Total Lot): 111.00'

Variance Requested: Currently over the allowed amount by 688.00.'

Asking for an additional 111.00.'

Front Yard Allowed Hardscape 40% Maximum BCO 1146.04: 1742.00'

Existing Hardscape: 701.00'

Proposed Hardscape: (Front Yard): 0

Residential Accessory Structure Variance

Date: 10/07/2025

Address: 24794 Tunbridge

Lot Information: 90.00' x 230.00'

Total square foot of lot area: 20,700.00'

BCO 1113.03 - Rear yards.

1. Twenty-five percent (25%) of the area of such yard may be occupied by a one-story accessory building not more than fifteen feet (15') in height. Accessory buildings on interior lots shall be located a minimum of five feet (5') from the side and rear lot lines.

Required: One (1) Accessory structure permitted per parcel.

Proposed: Existing shed and would like to add a Pergola.

Variance: 2 Accessory structures on one (1) parcel.

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: October 20, 2025

RE: **P&Z 2025-43 Arnold & Suzanne Kaufman
24794 Tunbridge Lane
Accessory Building Variance
Hardscape Variance**

This request is for approval to install a pergola behind the house and to construct a sidewalk from the driveway to the existing sidewalk on the side of the house. The applicant currently has a deck, a shed, and a swimming pool in the rear yard. The pergola represents an additional accessory structure. The proposal is to place the pergola over a new concrete slab that would be placed in the same area as a recently removed concrete slab. The applicants are permitted a total of 3,105 square feet of hardscape. They currently already have 3,793 square feet of hardscape, or 688 square feet (18%) more than permitted. The applicant is seeking an additional 111 square feet of hardscape that would take them to 3,904 square feet or 21% over the permitted maximum.

While the request is fairly substantial, there are some mitigating factors. First, the pergola is not simply new, but replacing the former covered porch. Second, although the applicant exceeds the maximum permitted hardscape, at least some of the overage was installed prior to the adoption of the current regulations. Third, there is no residential neighbor to the rear that would be impacted. The property abuts the school and, more specifically, the ball diamonds. As a result, adding the pergola is not likely to impact the character of the neighborhood. Finally, while removing the concrete next to the garage does not offset the amount of pavement in the proposed new walkway, having an incomplete walkway does not contribute to the function or value of the property.

The Commission has final authority to grant or deny the requested variances. Should the Commission determine to grant the variances, the following findings and stipulations are recommended:

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

P&Z 2025-43
Arnold & Suzanne Kaufman
24794 Tunbridge Lane
Accessory Building Variance
Hardscape Variance
October 20, 2025
Page 2

1113.03 with regard to the number of accessory buildings, and Code Section 1146.03(c) with regard to maximum permitted hardscape.

2. Granting a variance to Section 1113.03 to permit an accessory pergola to be installed on the property.
3. Granting a variance of 799 square feet to Section 1146.03(c) to permit the total amount of hardscape to be 3,904 square feet in lieu of the Code permitted 3,105 square feet.

MEMORANDUM

CITY OF BEACHWOOD

PLANNING AND ZONING COMMISSION MEETING

Meeting Date: October 30, 2025

Report Date: October 10, 2025

To: Brian Roenigk
From: Joseph R. Ciuni P.E. P.S.
City Engineer

AGENDA ITEM NO. 6

P & Z 2025 -43

Arnold and Suzanne Kaufman have requested a 799 sq. ft. total lot allowed hardscape variance, in accordance with BCO Section 1146.03 (c), Landscaping of Residential Lots Required, and an accessory structure variance for a pergola, in accordance with BCO Section 1113.03, Rear Yards at 24794 Tunbridge Lane.

We have no comments on this item.

Fire Prevention Bureau

P&Z Report

To: Planning and Zoning Commission
From: Matthew Domonkos, Assistant Chief
Date: 10/08/2025
Re: P&Z # 2025-43 24794 Tunbridge (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: 10-1-25

OWNER OF BUILDING: Shawn STARKS PHONE: 216 673 4795

STREET ADDRESS: 23250 Halburton Rd

CITY/STATE/ZIP: Beachwood OH 44122

APPLICANT: Shawn STARKS PHONE: 216 673 4795

COMPANY OR FIRM: _____

EMAIL: Shawnstarks4@yahoo.com

STREET ADDRESS: 23250 Halburton Rd

CITY/STATE/ZIP: Beachwood OH 44122

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

Shawn STARKS

Shawnstarks4@yahoo.com

DESCRIPTION OF THE PROPERTY:

ADDRESS: _____ SUITE # _____

TENANT NAME: _____

PERMANENT PARCEL # 742 - 14 - 034 PRESENT USE: _____ PROPOSED USE: _____

PURPOSE OF APPLICATION: shed placement 6ft from property line
"both sides"

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):

irregular shape lot, apartments behind house.

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. _____



CUYAHOGA COUNTY, *Ohio*

MyPlace

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Search By Owner Parcel Address

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TAXES

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- [Pay Your Taxes Online](#)

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- [Get a Document List](#)

Primary Owner

STARKS, KIMBERLY & SHAWN

Property Address

23250 HALBURTON RD BEACHWOOD, OH 44122

Tax Mailing Address

STARKS, KIMBERLY 23250 HALBURTON RD BEACHWOOD, OH 44122

Description

48 HALBURTON RESUB 0001 ALL

Property Class

SINGLE FAMILY DWELLING

Parcel Number

742-14-034

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	\$36,510
Building Value	\$120,400
Total Value	<u>\$156,910</u>
Homestead Value	\$28,000

First Half Year Charge Amounts

Gross Tax	\$9,548.76
Less 920 Reduction	<u>\$5,183.97</u>
Sub Total	\$4,364.79
Non-business Credit	\$327.76
Owner Occupancy Credit	\$81.94
Homestead Reduction	\$247.02
Total Assessments	<u>\$168.18</u>
Half Year Net Taxes	<u>\$3,876.25</u>

Market Values

Land Value	\$104,300
Building Value	<u>\$344,000</u>
Total Value	<u>\$448,300</u>

Second Half Year Charge Amounts

Gross Tax	\$9,548.76
Less 920 Reduction	<u>\$5,183.97</u>
Sub Total	\$4,364.79
Non-business Credit	\$327.76
Owner Occupancy Credit	\$81.94
Homestead Reduction	\$247.02
Total Assessments	<u>\$168.18</u>
Half Year Net Taxes	<u>\$3,876.25</u>

Flags

Owner Occupancy Credit	Y
Homestead Reduction	Y
Foreclosure	N

Cert. Pending	N
Cert. Sold	N
Payment Plan	N

Rates

Full Rate	121.71
920 Reduction Rate	.542895
Effective Rate	55.63427

Escrow

Escrow	N
Payment Amount	\$.00

Tax Balance Summary

Charges

\$8,131.70

Payments

\$8,131.70

Balance Due

\$0.00

2024 (pay in 2025) Charge and Payment Detail

Taxset	Charge Type	Charges	Payments	Balance Due
Beachwood				
	1st half tax	\$3,708.07	\$3,708.07	\$0.00
	1st half penalty	\$370.81	\$370.81	\$0.00
	1ST HALF BALANCE	\$4,078.88	\$4,078.88	\$0.00
	2nd half tax	\$3,708.07	\$3,708.07	\$0.00
	2ND HALF BALANCE	\$3,708.07	\$3,708.07	\$0.00
C100030C-SEWER MAINTENANCE				
	1st half tax - 2024	\$84.09	\$84.09	\$0.00
	1ST HALF BALANCE	\$84.09	\$84.09	\$0.00
	2nd half tax - 2024	\$84.08	\$84.08	\$0.00

C100030S-Sewer Maintenance

2ND HALF BALANCE	\$84.08	\$84.08	\$.00
1st half tax - 2024	\$84.09	\$84.09	\$.00
1st half penalty - 2024	\$8.41	\$8.41	\$.00
1ST HALF BALANCE	\$92.50	\$92.50	\$.00
2nd half tax - 2024	\$84.08	\$84.08	\$.00
2ND HALF BALANCE	\$84.08	\$84.08	\$.00

	Charges	Payments	Balance Due
Total Balance	\$8,131.70	\$8,131.70	\$.00

[View Map](#)

Updated :10/01/2025 03:45:06 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 record 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.

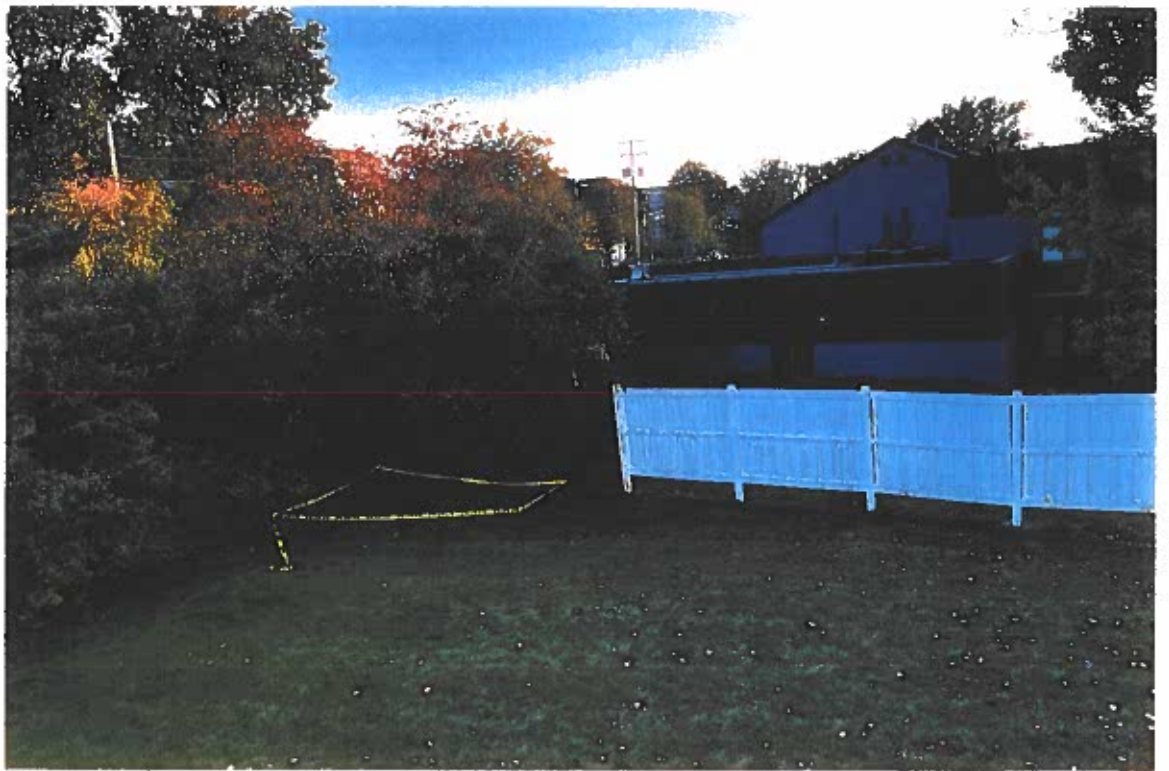
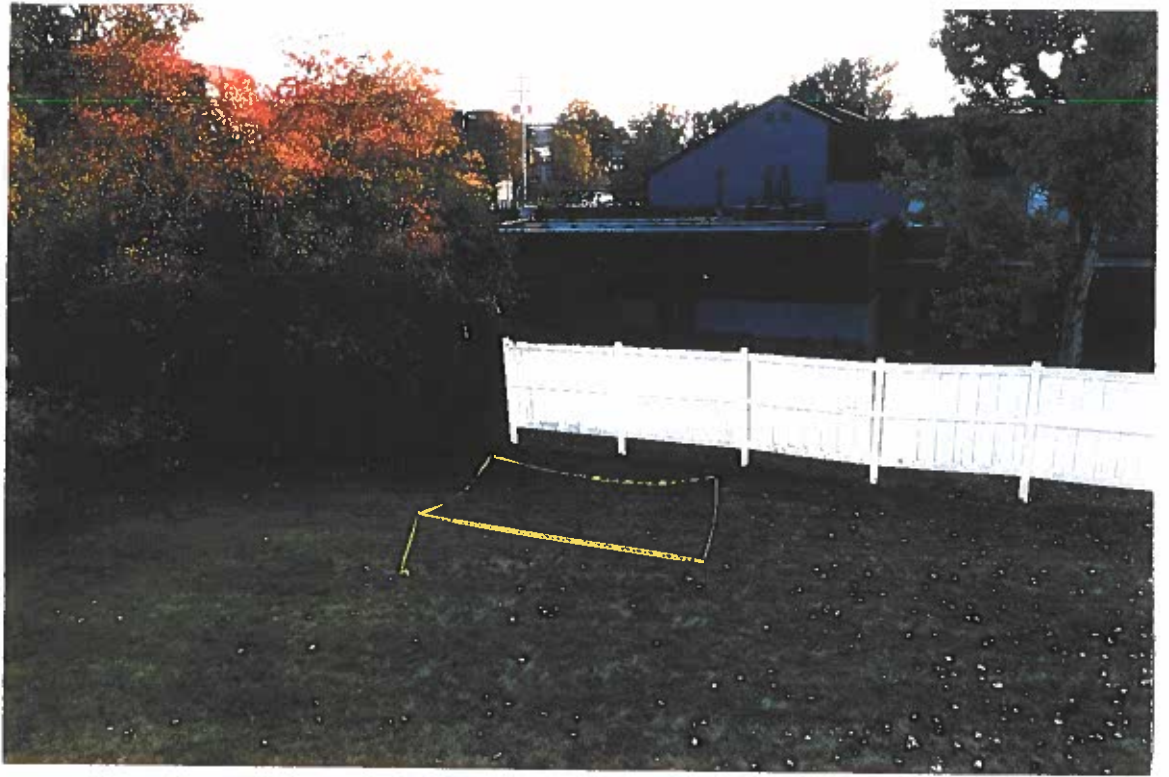
THANK YOU



Cuyahoga County GIS Viewer



This map is a user generated static output from an Internet mapping site and





Residential Shed Variance

Date: 10/07/2025

Address: 23250 Halburton

Total square foot of lot area: 26,200.00'

BCO 1113.08 - Rear yards.

1. On a corner lot the rear line of which is identical with the side line of an interior lot, no accessory building, if detached from the main building, shall be erected within twenty-five feet (25') of any street line or within ten feet (10') of the rear lot line.

Required: 10.00' off of the rear setback.

Proposed: 6.00' off of the rear setback.

Variance: 4.00'

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

CORRECTED

TO: Beachwood Planning Commission

FROM: George Smerigan, City Planner



DATE: October 10, 2025

RE: **P&Z 2025-44** **Shawn Starks**
23250 Halburton Road
Rear Setback Variance

This request is for approval to install a storage shed 6 feet from the rear lot line. The applicant has a pie-shaped lot that comes to a point in the rear. He is proposing to place the shed 6 feet from both side lot lines, which would also place it 6 feet from the rear. Section 1113.08(d) requires that accessory buildings be setback 10 feet from the rear lot line of a corner lot. Therefore, the applicant requires a variance of 4 feet. By Code, the subject site is a corner lot. Code Section 1113.08(c) permits accessory buildings to be 5 feet from side and rear lot lines on interior lots.

This is a situation where the applicant has an unusually shaped lot that creates a practical difficulty. The amount of the variance is small and the rear of the lot does not actually impact any side street lot because of its shape. The neighbor on Halburton could place a shed five feet from the adjoining side line. The adjacent property on the other side line is an apartment complex. This request appears to be reasonable and approval is recommended.

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 1113.08(d) with regard to the required rear setback for an accessory building on a corner lot.
2. Granting a variance of four (4) feet to Section 1113.08(d) to permit an accessory building to be located six (6) feet from the rear line in lieu of the Code required ten (10).

MEMORANDUM

CITY OF BEACHWOOD

PLANNING AND ZONING COMMISSION MEETING

Meeting Date: October 30, 2025

Report Date: October 10, 2025

To: Brian Roenigk
From: Joseph R. Ciuni P.E. P.S.
City Engineer

AGENDA ITEM NO. 7

P & Z 2025 -44

Shawn Starks has requested a 4 ft. rear setback variance for a shed at 23250 Halburton Road, in accordance with BCO Section 1113.03, Rear Yards

We have no comments on this item.

Fire Prevention Bureau

P&Z Report

To: Planning and Zoning Commission
From: Matthew Domonkos, Assistant Chief
Date: 10/08/2025
Re: P&Z # 2025-44 23250 Halburton (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: 8/15/2025

OWNER OF BUILDING: 2555 Edgewood Dr LLC & RIA Enterprises, LLC PHONE: 216-242-7192

STREET ADDRESS: 2555 Edgewood Dr & 2561 Edgewood Dr.

CITY/STATE/ZIP: Beachwood, Ohio 44122

APPLICANT: Bais Avraham (DBA) PHONE: 216-924-1162

COMPANY OR FIRM: Bais Avraham Congregation

EMAIL: akiva.shawel@gmail.com

STREET ADDRESS: 2555 Edgewood Dr

CITY/STATE/ZIP: Beachwood, Ohio 44122

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

Rabbi Nissim Abrin (Rabbi), Aaron Eranich (Attorney), Akiva Shawel (Rep), not limited to
nissimabrin@gmail.com, aaronerach@ahtalev.com, akiva.shawel@gmail.com

DESCRIPTION OF THE PROPERTY:

ADDRESS: 2555 Edgewood Dr & 2561 Edgewood Dr. Beachwood, OH 44122 SUITE # _____

TENANT NAME: Bais Avraham Congregation

PERMANENT PARCEL # 741-08-031 PRESENT USE: UI Res PROPOSED USE: U5 Public Inst.

PURPOSE OF APPLICATION: Rezone from residential to congregational use

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 accommodate congregational needs and parking requirements

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. _____

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.

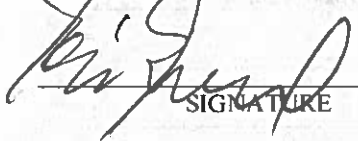
Planning & Zoning Submission Filing Fees & Deposits:

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

Akiva Shavel, Representative 9/15/25
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: _____

INTRODUCED BY:

ORDINANCE NO. 2025-32

AN ORDINANCE REZONING 2555 EDGEWOOD DRIVE (PPN# 741-08-036) AND 2561 EDGEWOOD DRIVE (PPN# 741-08-037) FROM U-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO U-5 PUBLIC AND INSTITUTIONAL DISTRICT

WHEREAS, Bais Avrohom Congregation has requested the rezoning of 2555 Edgewood Drive, Beachwood, Ohio 44122 (PPN# 741-08-036) and 2561 Edgewood Drive, Beachwood, Ohio 44122 (PPN# 741-08-037) from U-1 Single Family Residential District to U-5 Public and Institutional District; and

WHEREAS, Council must refer such requested rezonings to the City's Planning and Zoning Commission for study, a report and a recommendation in accordance with Beachwood Codified Ordinance Section 1107.01.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: The Council of the City of Beachwood, having received a request for the rezoning of 2555 Edgewood Drive (PPN# 741-08-036) and 2561 Edgewood Drive (PPN# 741-08-037) from U-1 Single Family Residential District to U-5 Public and Institutional District, this Ordinance regarding said rezoning on first reading and refers the proposed rezoning to the Planning and Zoning Commission for its study, report and recommendation.

Upon Council's receipt of the recommendation of the Planning and Zoning Commission, the issue of rezoning of 2555 Edgewood Drive (PPN# 741-08-036) and 2561 Edgewood Drive, (PPN# 741-08-037) from U-1 Single Family Residential District to U-5 Public and Institutional District shall be set for a public hearing and/or referred to a Committee of Council for consideration.

If referred to a public hearing, said public hearing shall be held no less than 30 days after the Planning and Zoning Commission's referral back to Council of its recommendation.

If referred to a Committee of Council, a public hearing shall be set after Council's receipt of the report of the Committee.

This Ordinance shall be read by Council on three separate occasions and if it is passed, the proposed rezoning shall become effective upon the operation of law.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the ___ day of _____, 2025 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the ___ day of _____, 2025.

Clerk

Approval: I have approved this legislation this ___ day of _____, 2025 and filed it with the Clerk.

Mayor

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: October 20, 2025

RE: **P&Z 2025-35 Ordinance No. 2025-32
Bais Avrohom
2555 and 2561 Edgewood Road
Rezoning
Concept Development Plan**

This request is for rezoning from U-1 Single Family Residential District to U-5 Public and Institutional District for the construction and operation of a place of worship. As required by Code, the application was filed with City Council, an ordinance was prepared, and the matter was referred to the Planning and Zoning Commission for your recommendation. The application also includes a concept development plan for the proposed use.

The subject site consists of two existing lots which contain a total of 13,200 square feet and which have a combined frontage of 110 feet on Edgewood Road. There are currently homes located on both lots. The concept plan shows removal of the existing dwelling on 2555 and remodeling and expanding the existing dwelling on 2561 to make that building conform to the building and life safety code requirements for a place of worship and place of assembly. The proposed expansion and renovation would have a building footprint of 2,250 square feet. The drawings do not include a floor plan for the second floor. The concept development plan indicates ten (10) paved parking. With ten (10) parking spaces, the second floor of the building could not exceed 750 square feet in order to be compliant with the Code requirement of one parking space for each 300 square feet of floor area.

The subject site is abutted on both sides by properties that are zoned U-1 Single Family Residential District. The abutting land to the rear of the subject site is owned by the City of Beachwood and is zoned U-5 Public and Institutional District, although the City intends to rezone that property for a senior targeted housing project.

P&Z 2025-35
 Ordinance No. 2025-32
 Bais Avrohom
 2555 and 2561 Edgewood Road
 Rezoning
 Concept Development Plan
 October 20, 2025
 Page 2

The following box score summaries compliance of the proposed concept plan with the requires of the U-5 District.

APPLICANT: **Congregation Bais Avrohom**

ZONING STANDARDS	REQUIRED	PROPOSED	VARIANCE
ZONING DISTRICT	U-5	U-5	
MINIMUM LOT AREA	18,000 Square Feet	13,200 Square Feet	4,800 Sq. Ft.
MINIMUM LOT FRONTAGE	100 Feet	110 Feet	
MAXIMUM BUILDING GROUND COVERAGE	25% or 3,300 Sq. Ft.	22% or 2,250 Sq. Ft.	
MINIMUM LANDSCAPE AREA	25% or 3,300 Sq. Ft.	26.8% or 3,540 Sq. Ft.	
MINIMUM FRONT YARD BUILDING SETBACK	40 Feet	40	
MINIMUM SIDE YARD BUILDING SETBACK	South = 14 Feet North = 20 Feet	South = 14 Feet North = 20 Feet	
MINIMUM REAR YARD BUILDING SETBACK	30 Feet	30 Feet	
MAXIMUM BUILDING HEIGHT	40 Feet	33.5 Feet	
MINIMUM PARKING SETBACKS	Front = 20 Feet Sides = 10 Feet Rear = 20 Feet	Front = 20 Feet South Side = 16 Feet North Side = 28 Feet Rear = 26 Feet	
MINIMUM OFF-STREET PARKING	10 Spaces	10 Spaces	

The Commission will need to act in the form of a recommendation to City Council on referred Ordinance 2025-32. Should the Commission decide to make a positive recommendation to rezone the subject site from U-1 Single Family Residential District to U-5 Public and Institutional District, that recommendation would need to include the following stipulations:

1. That Ordinance 2025-32 be amended to include a variance to Section 1124.03 Lot Dimensions to permit the newly created U-5 District to be

P&Z 2025-35
Ordinance No. 2025-32
Bais Avrohom
2555 and 2561 Edgewood Road
Rezoning
Concept Development Plan
October 20, 2025
Page 3

- 13,200 square feet in area in lieu of the Code required minimum of 18,000 square feet; and
2. That Ordinance 2025-32 be amended to include a stipulation that the second floor of the proposed place of worship shall not exceed a maximum of 750 square feet.

Fire Prevention Bureau

P&Z Report

To: Planning and Zoning Commission
From: Matthew Domonkos, Assistant Chief
Date: 10/08/2025
Re: P&Z # 2025-35 2555 Edgewood Dr. (Rezoning)

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
[X] Lot split
Lot consolidation
Conditional use permit
Rezoning
Zoning text amendment
Other
[X] 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*****

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.


CODY W. CRUM
07-15-25
 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: _____



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	<u>\$353,820</u>
Homestead Value	\$

Half Year Charge Amounts

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

Market Values

Land Value	\$542,300
Building Value	<u>\$468,600</u>
Total Value	<u>\$1,010,900</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	\$.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.

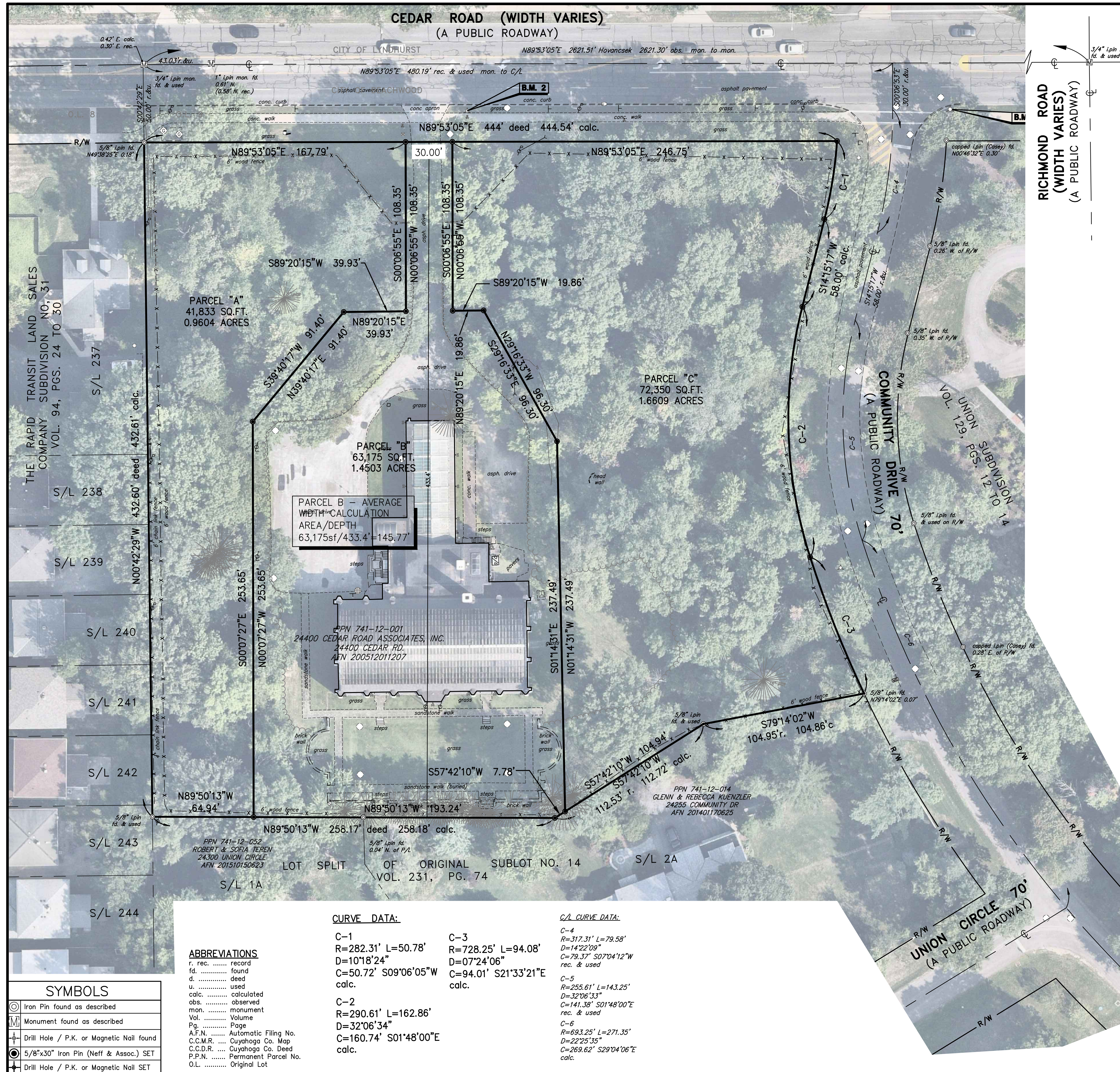
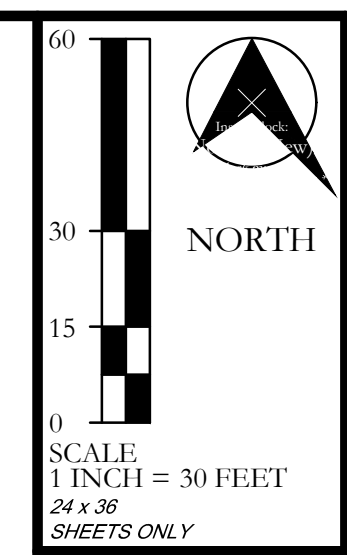
WATER DEPARTMENT OFFICIALS: AS OF JANUARY 1, 2021 PLEASE UTILIZE THE TRANSFER TAB ON THE MYPLACE SITE TO DETERMINE OWNERSHIP FOR CREATING OR CLOSING ACCOUNTS. PARCEL DATA ON PROPERTY TRANSFERS ARE UPDATED DAILY. THEREFORE, YOU CAN NOW RELY ON THIS SITE FOR ACCURATE REAL PROPERTY OWNERSHIP. YOU ARE ALSO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

THANK YOU

CEDAR ROAD (WIDTH VARIES)
(A PUBLIC ROADWAY)

THE INTENT OF THIS PLAT IS TO SPLIT PERMANENT PARCEL NUMBER 741-12-001 TO CREATE NEW PARCELS "A", "B", AND "C".

Situated in the City of Beachwood, County of Cuyahoga, State of Ohio and known as being part of Original Warrensville Township Lot No. 9



OWNERS ACCEPTANCE

I, _____, Representative of 24400 CEDAR ROAD ASSOCIATES, INC. being the, Owners of Cuyahoga County Parcel Number 741-12-001, being the lands shown hereon, do hereby accept this Lot Split Plat as shown.

By: _____ Representative _____ Printed Name _____

Title _____

NOTARY

County of _____
State of _____ SS

Before me, a Notary Public in and for said County and State, personally appeared the above named _____, Representative of 24400 CEDAR ROAD ASSOCIATES, INC. being the Owners of the lands shown hereon, who acknowledged the signing of the foregoing instrument to be their free act and deed personally and as said Officer, the free act and deed of said company.

In witness whereof, I have hereunto set my hand and official seal at _____, Ohio this _____ day of _____ 20____.

Notary Public _____ Commission expiration _____

APPROVALS:

APPROVED BY THE ENGINEER OF THE CITY OF BEACHWOOD, OHIO THIS _____ DAY OF _____, 20____.

CITY ENGINEER _____ Signature _____

APPROVED BY THE CITY OF BEACHWOOD, OHIO PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

SECRETARY _____ Signature _____

CHAIRMAN _____ Signature _____

SURVEY REFERENCES:

- THE RAPID TRANSIT LAND SALES SUBDIVISION NO. 31 VOL. 94 PG. 24-30 C.C.M.R.
- UNION SUBDIVISION - VOL. 129 PG. 12 C.C.M.R.
- LOT SPLIT OF ORIGINAL SUBLOT NO. 14 VOL. 231 PG. 74 C.C.M.R.
- PLAT OF DEDICATION CEDAR ROAD AND RICHMOND ROAD VOL. 332 PG. 80 C.C.M.R.
- PLAT OF PARTITION LEGACY VILLAGE LOT SPLIT PLAN NO. 5 VOL. 380 PG. 63 C.C.M.R.

SURVEY CERTIFICATION

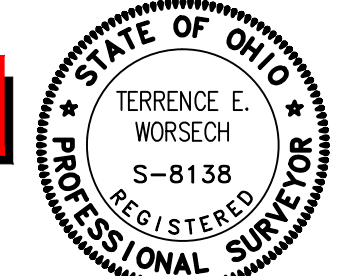
DISTANCES SHOWN HEREON ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. THE BASIS OF BEARINGS FOR THIS SURVEY IS NAD83 (2011) OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3401) AND IS USED TO DENOTE ANGLES ONLY.

THIS SURVEY ON WHICH IT IS BASED WAS PREPARED IN ACCORDANCE WITH AND SATISFY THE MINIMUM STANDARDS FOR BOUNDARY SURVEYS IN THE STATE OF OHIO, AS CODIFIED IN CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE IN EFFECT AT THE TIME.

I HEREBY STATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, ALL TO BE CORRECT. FIELD WORK PERFORMED MARCH 25, 2025.

PRELIMINARY

TERRENCE E. WORSECH
REGISTERED SURVEYOR NO. 8138-OHIO



09/15/2025
DATE

CURVE DATA:

- C-1
R=282.31' L=50.78'
D=10'18'24"
C=50.72' S09°06'05"W
calc.
- C-2
R=290.61' L=162.86'
D=32°06'34"
C=160.74' S01°48'00"E
calc.
- C-3
R=728.25' L=94.08'
D=07°24'06"
C=94.01' S21°33'21"E
calc.

C/L CURVE DATA:

- C-4
R=317.31' L=79.58'
D=14°22'09"
C=79.37' S07°04'12"W
rec. & used
- C-5
R=255.61' L=143.25'
D=32°06'33"
C=141.38' S01°48'00"E
rec. & used
- C-6
R=693.25' L=271.35'
D=22°25'35"
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ABBREVIATIONS

- r. rec. record
- fd. found
- d. deed
- u. used
- cal. calculated
- obs. observed
- mon. monument
- Vol. Volume
- Pg. Page
- A.F.N. Automatic Filing No.
- C.C.M.R. Cuyahoga Co. Map
- C.C.D.R. Cuyahoga Co. Deed
- P.P.N. Permanent Parcel No.
- O.L. Original Lot

SYMBOLS

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- Monument found as described
- Drill Hole / P.K. or Magnetic Nail found
- 5/8"x30" Iron Pin (Neff & Assoc.) SET
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THE HANGAR - 24400 CEDAR ROAD
LOT SPLIT PLAT
CITY OF BEACHWOOD, COUNTY OF CUYAHOGA, STATE OF OHIO



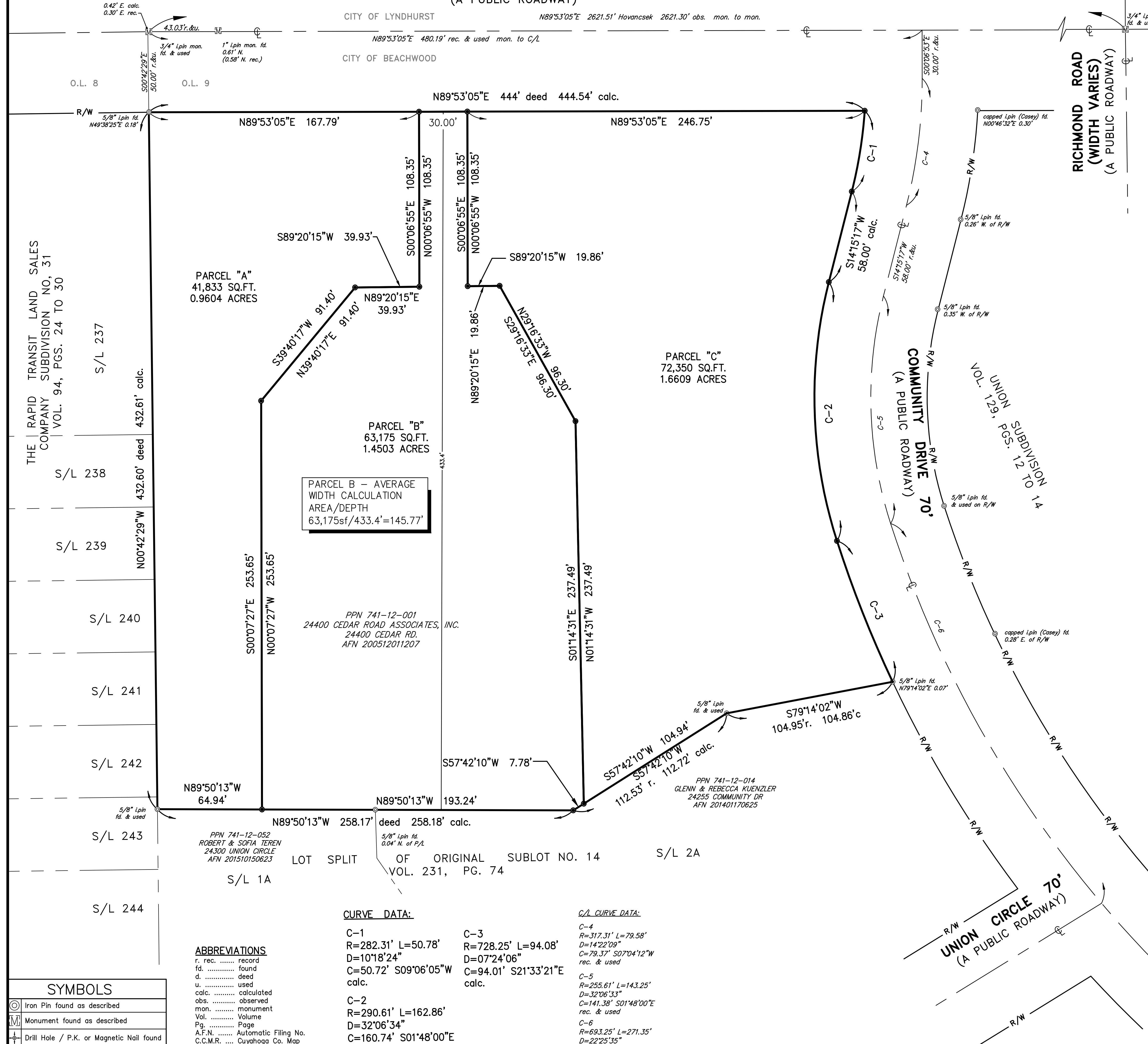
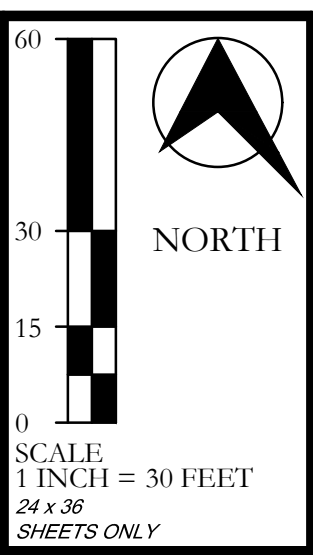
SHEET NO.
1 OF 1

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

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Title _____

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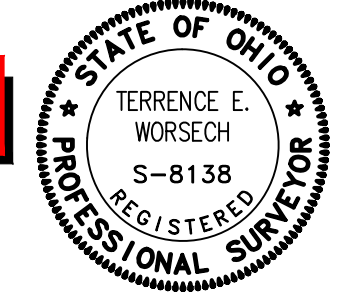
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THE HANGAR - 24400 CEDAR ROAD
LOT SPLIT PLAT
CITY OF BEACHWOOD, COUNTY OF CUYAHOGA, STATE OF OHIO



SHEET NO.
1 OF 1

REV NO	DATE	DESCRIPTION
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DWG NAME	DRAWN BY	CHECKED BY
15066-E	CWC	TEW
	JOB NO	
	15066	

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: October 20, 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
October 20, 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
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- 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.
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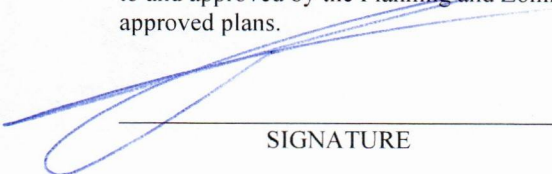
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(5)	Map Amendment	\$2,500.00

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: _____

Primary Owner 23533 MERCANTILE LLC
Property Address 23533 MERCANTILE RD BEACHWOOD, OH 44122
Tax Mailing Address 23533 MERCANTILE LLC 4400 RENAISSANCE PKWY SUITE 1 WARRENSVILLE HTS, OH 44128
Description 58 COMMPK DEV 0008 SWP
Property Class OTHER RETAIL STRUCTURES
Parcel Number 742-24-023
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	\$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	\$34,092.50
Sub Total	\$52,171.90
Non-business Credit	\$0.00
Owner Occupancy Credit	\$0.00
Homestead Reduction	\$0.00
Total Assessments	\$404.50
Half Year Net Taxes	<u>\$52,576.40</u>

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

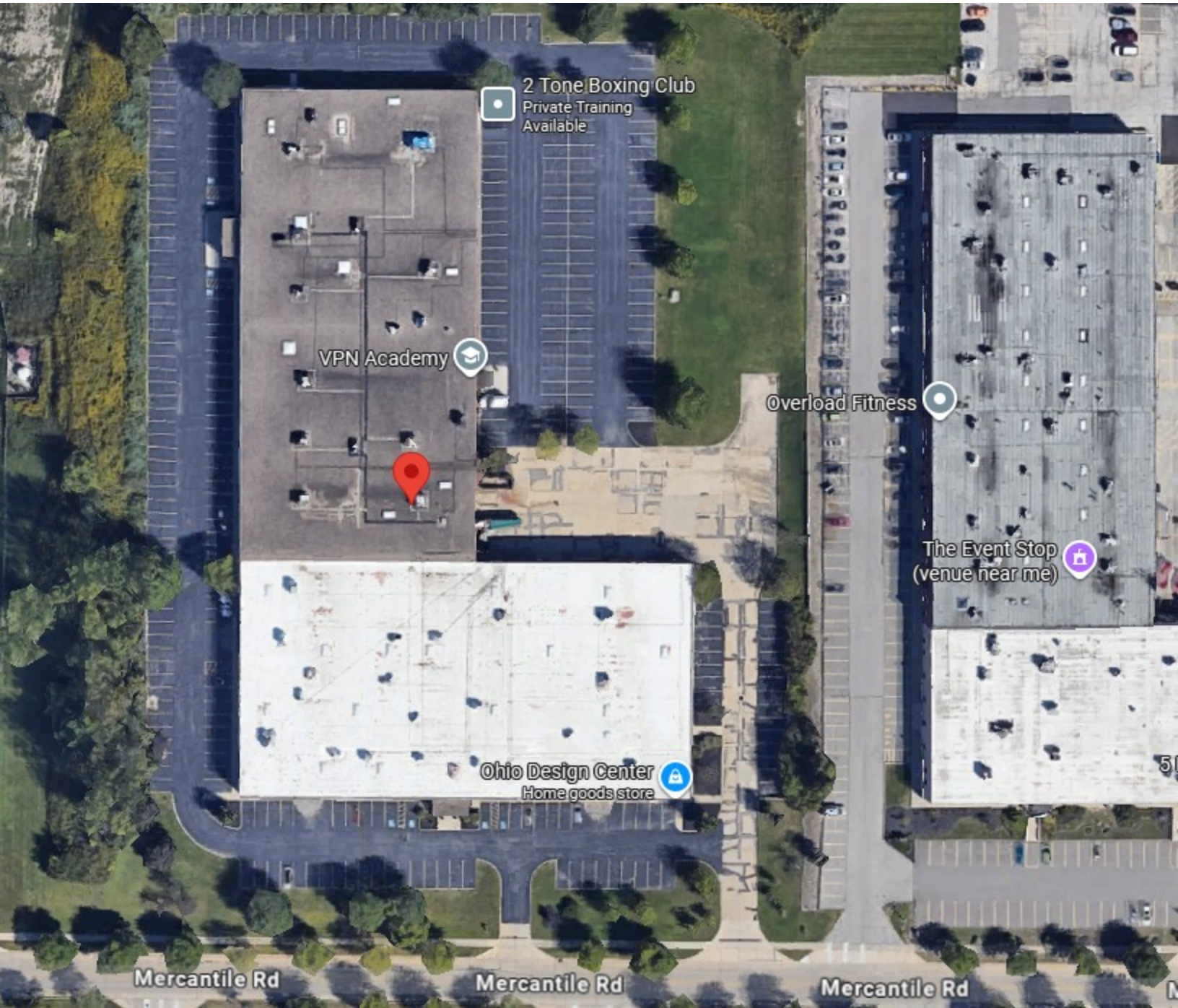
Escrow

Escrow	N
Payment Amount	\$0.00

Tax Balance Summary	Charges	Payments	Balance Due
	\$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.

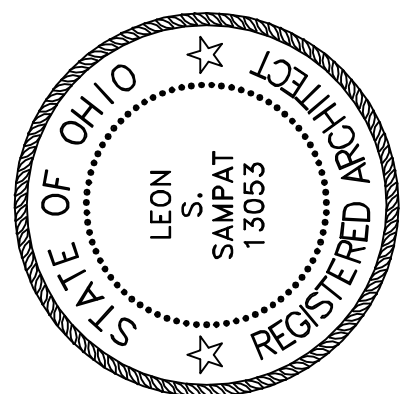
Should you have any further questions regarding my experience marketing the property, feel free to call.

Sincerely,


Craig Cohen

REV.	DATE

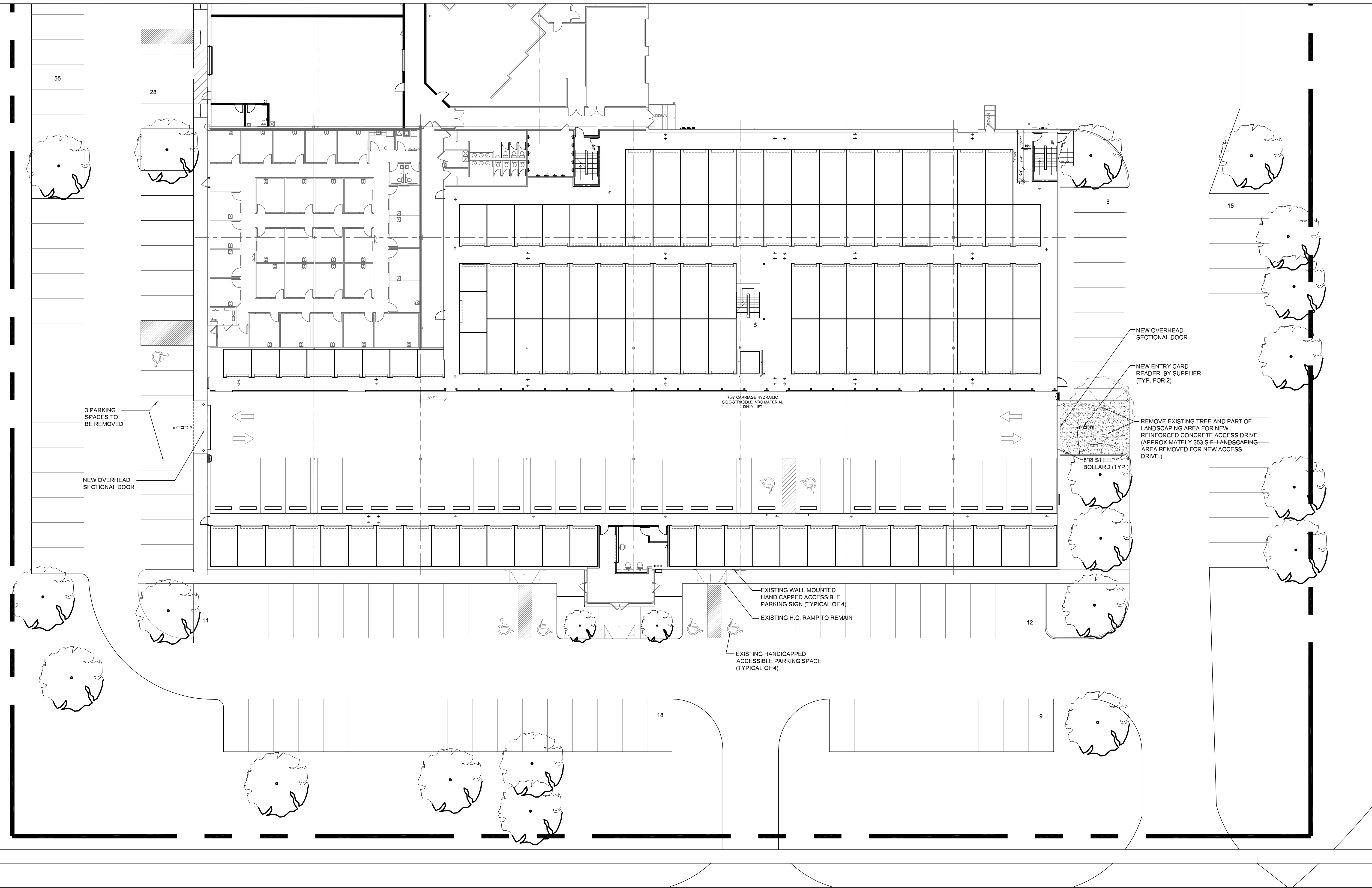
LS ARCHITECTS
 22082 LORAIN ROAD
 FAIRVIEW PARK, OHIO 44126
 PHONE 26-403-9854 FAX 440-76-8897



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

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

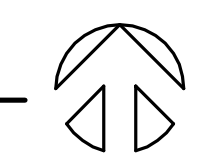
JOB NO: 25-046
 DATE: 04-17-2025
 ISSUE: -
 SHEET:
SD1.1



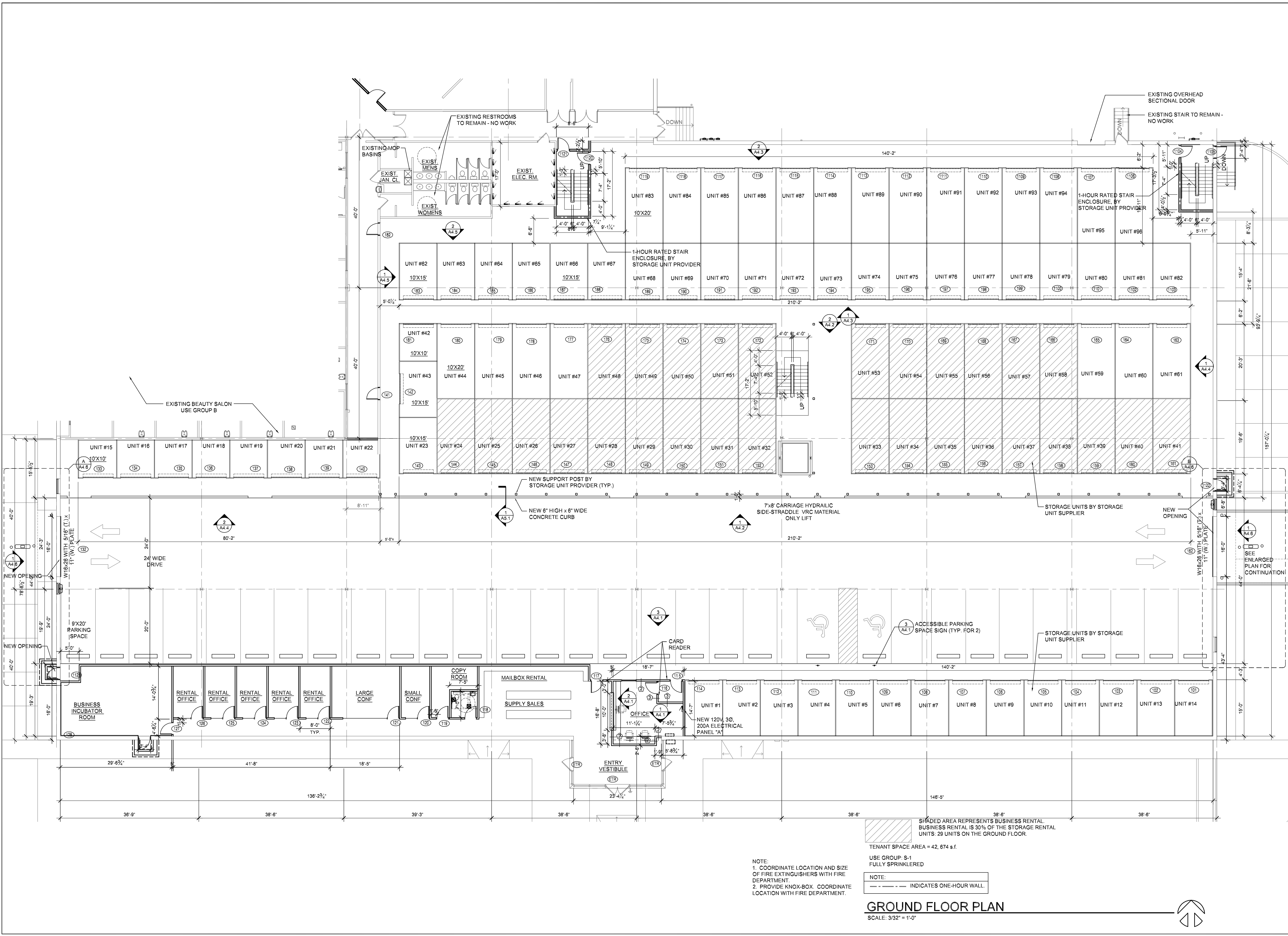
PLOT NO: 742-24-023
 ZONING : U8
 EXISTING BUILDING AREA: 102,012 SQ.FT

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

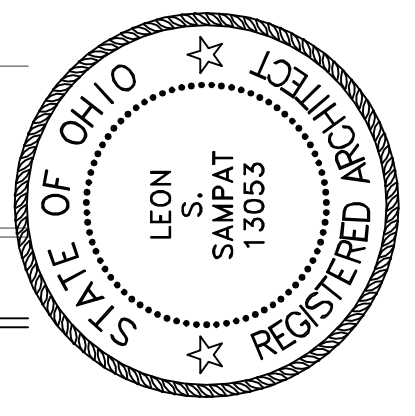
SITE PLAN
 SCALE: 1/16" = 1'-0"



REV.	DATE



LS ARCHITECTS
 22082 LORAIN ROAD
 FAIRVIEW PARK, OHIO 44126
 PHONE 26-403-9851 FAX 440-76-8897



LEON S. SAMPAT
 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

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.

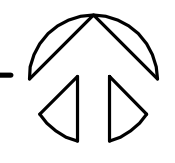
TENANT SPACE AREA = 42,674 s.f.

USE GROUP: S-1
 FULLY SPRINKLERED

NOTE:
 - - - - - INDICATES ONE-HOUR WALL.

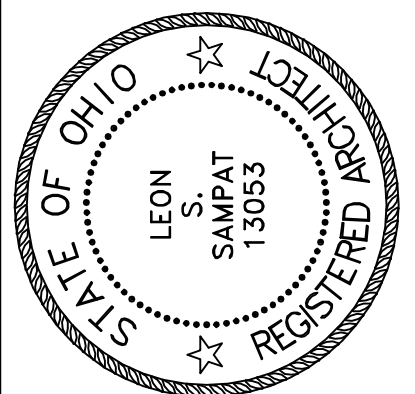
GROUND FLOOR PLAN

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



REV.	DATE

LS ARCHITECTS
 22082 LORAN ROAD
 FAIRVIEW PARK, OHIO 44126
 PHONE 26-403-9954 FAX 440-76-8897

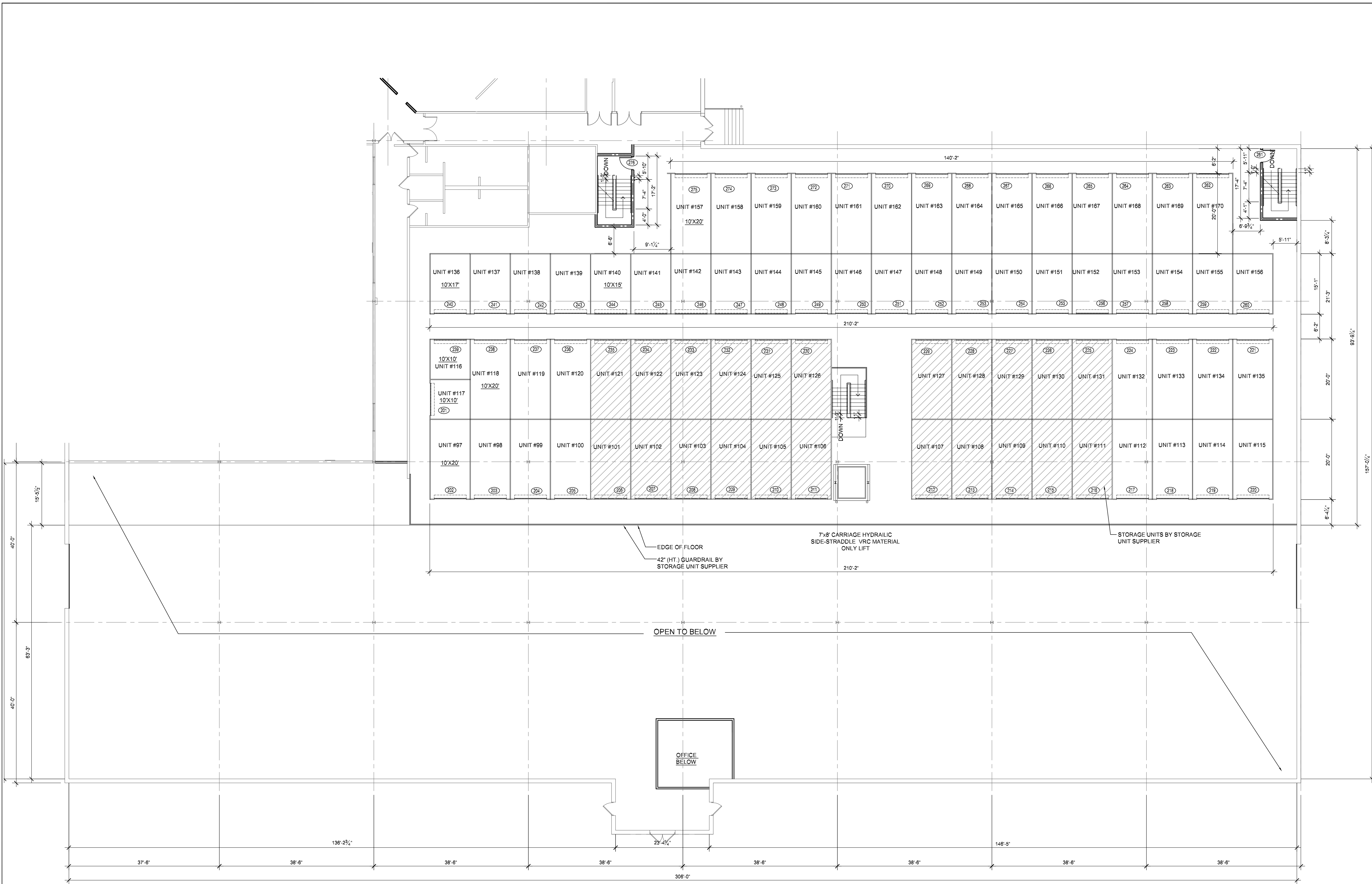


LEON S. SAMPAT
 LICENSE # 13053
 EXPIRATION DATE 12/31/2025

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

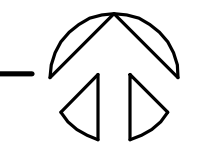
JOB NO: 25-046
 DATE: 08-04-2025
 ISSUE: -
 SHEET:

A1.2



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"



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. **DESCRIPTION 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>
<input type="checkbox"/> - medical equipment	<input type="checkbox"/> - meetings
<input type="checkbox"/> - health care inventory	<input type="checkbox"/> - interviews
<input type="checkbox"/> - printing; publishing equipment	<input type="checkbox"/> - mail delivery address
<input type="checkbox"/> - manufacturing; fabrication equipment	<input type="checkbox"/> - business services
<input type="checkbox"/> - photographic studio equipment	<input type="checkbox"/> - dance studio
<input type="checkbox"/> - adult day care inventory	<input type="checkbox"/> - 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 Tenants(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: October 20, 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

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23533 Mercantile, LLC
23533 Mercantile Road
Determination of Similar Use
Self-Storage Units
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- 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 and has provided proposed lease agreements requiring the users to be a licensed business. 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.



**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