



**Beachwood Planning and Zoning Commission Meeting
Thursday, December 11, 2025, 6:30 PM
at Beachwood City Hall, Council Chambers,
25325 Fairmount Boulevard, Beachwood, Ohio 44122**

Agenda

New Business

Agenda Items

1. Roll Call
2. Approval of Minutes of the October 30, 2025, Planning and Zoning Commission Meeting
3. Council Report
4. Citizen's Remarks
5. Planning and Zoning Commission
2025-45 Rezoning 24700 Chagrin Boulevard, Beachwood, Ohio (PPN # 742-25-010) from U-7A General Office to U-9 Motor Service District (Ordinance No. 2025-36, referred from Council 10/20/2025).
6. Planning and Zoning Commission
2025-46 Jefferson Kiser has requested preliminary and final approval for lot consolidation of PPN's 741-25-002, 741-25-003, 741-25-004 and 741-25-007, creating Parcel A, for 27020-27060 Cedar Road.
7. Planning and Zoning Commission
2025-47 Courtney Evenchik has requested a 3.60' rear yard setback variance for a new deck, in accordance with BCO Section 1113.03 Rear Yards, an 8' rear yard setback variance, in accordance with BCO Section 1113.03 Rear Yards, a 4.60' north side front yard setback variance and a 3.10' south side front yard setback variance, in accordance with BCO Section 1113.04 Location of Building Line, for a new house to be located at 2350 Beachwood Blvd.

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.



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: 09/29/25

OWNER OF BUILDING: Commerce Park Plaza 2023LLC PHONE: 216-313-9280

STREET ADDRESS: 30100 Chagrin Blvd Suite 301

CITY/STATE/ZIP: Pepper Pike, Ohio 44124

APPLICANT: Commerce Park Plaza 2023 LLC PHONE: 216-313-9280

COMPANY OR FIRM: Same

EMAIL: bab@flicore.com

STREET ADDRESS: 30100 Chagrin Blvd Suite 301

CITY/STATE/ZIP: Pepper Pike, Ohio 44124

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

see attached list

DESCRIPTION OF THE PROPERTY:

ADDRESS: 24700 Chagrin Blvd SUITE #

TENANT NAME:

PERMANENT PARCEL # 742 .25 .010 PRESENT USE: PROPOSED USE:

PURPOSE OF APPLICATION: Rezoning to U-9

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

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

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

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

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

Planning & Zoning Submission Requirements:

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

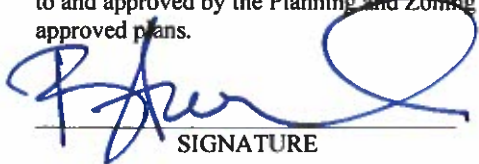
Planning & Zoning Submission Filing Fees & Deposits:

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

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

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

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



Robert Abramovich

PRINTED NAME

09/29/2025

DATE

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

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

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

Preliminary Approval: _____
Date

Final Approval: _____
Date

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

Ellen Selle eselle@sheetz.com
Owen Wolf owolf@sheetz.com
Ryan Balko rbalko@sheetz.com
Diane Calta dcalta@mggmlpa.com
Robert Abramovich bab@flicore.com
Others TBD



CUYAHOGA COUNTY, *Ohio*

MyPlace

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City

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PROPERTY DATA

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Primary Owner

COMMERCE PARK PLAZA 2023 LLC

Property Address

24700 Chagrin BLVD Beachwood, OH 44122

Tax Mailing Address

Description

58

Property Class

OFFICE BUILDINGS - 3 OR MORE STORIES (ELEVATOR)

Parcel Number

742-25-010

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	\$273,210
Building Value	\$547,440
Total Value	\$820,650
Homestead Value	\$

First Half Year Charge Amounts

Gross Tax	\$49,940.66
Less 920 Reduction	\$19,737.02
Sub Total	\$30,203.64
Non-business Credit	\$.00
Owner Occupancy Credit	\$.00
Homestead Reduction	\$.00
Total Assessments	\$180.64
Half Year Net Taxes	\$30,384.28

Market Values

Land Value	\$780,600
Building Value	\$1,564,100
Total Value	\$2,344,700

Second Half Year Charge Amounts

Gross Tax	\$49,940.66
Less 920 Reduction	\$19,733.48
Sub Total	\$30,207.18
Non-business Credit	\$.00
Owner Occupancy Credit	\$.00
Homestead Reduction	\$.00
Total Assessments	\$180.64

Half Year Net Taxes	<u>\$30,387.82</u>
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Flags

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

Rates

Full Rate	121.71
920 Reduction Rate	.395174
Effective Rate	73.613363

Escrow

Escrow	N
Payment Amount	\$.00

Tax Balance Summary**Charges****\$60,772.08****Payments****\$60,772.08****Balance Due****\$.00****2024 (pay in 2025) Charge and Payment Detail**

Taxset	Charge Type	Charges	Payments	Balance Due
Beachwood				
	1st half tax	\$30,203.64	\$30,203.64	\$.00
	1ST HALF BALANCE	\$30,203.64	\$30,203.64	\$.00
	2nd half tax	\$30,207.18	\$30,207.18	\$.00
	2ND HALF BALANCE	\$30,207.18	\$30,207.18	\$.00
C100030C-SEWER MAINTENANCE				
	1st half tax - 2024	\$90.32	\$90.32	\$.00
	1ST HALF BALANCE	\$90.32	\$90.32	\$.00
	2nd half tax - 2024	\$90.31	\$90.31	\$.00
	2ND HALF BALANCE	\$90.31	\$90.31	\$.00
C100030S-Sewer Maintenance				
	1st half tax - 2024	\$90.32	\$90.32	\$.00
	1ST HALF BALANCE	\$90.32	\$90.32	\$.00
	2nd half tax - 2024	\$90.31	\$90.31	\$.00
	2ND HALF BALANCE	\$90.31	\$90.31	\$.00

	Charges	Payments	Balance Due
Total Balance	\$60,772.08	\$60,772.08	\$0.00
			Top View Map

Updated :10/07/2025 02:43:30 AM

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

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

THANK YOU



Cuyahoga County GIS Map
24700 Chagrin Blvd, Beachwood, OH 44122

INTRODUCED BY:

ORDINANCE NO. 2025-36

AN ORDINANCE REZONING 24700 CHAGRIN BOULEVARD, BEACHWOOD, OHIO
(PPN# 742-25-010) FROM U-7A GENERAL OFFICE TO U-9 MOTOR SERVICE DISTRICT

WHEREAS, Commerce Park Plaza 2023 LLC has requested the rezoning of 24700 Chagrin Boulevard, Beachwood, Ohio (PPN# 742-25-010) from U-7A General Office District to U-9 Motor Service 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 24700 Chagrin Boulevard, Beachwood, Ohio (PPN# 742-25-010) from U-7A General Office District to U-9 Motor Service District, places 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 24700 Chagrin Boulevard, Beachwood, Ohio (PPN# 742-25-010) from U-7A General Office District to U-9 Motor Service 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

October 6, 2025

Alec Isaacson, President
City of Beachwood Council
c/o Whitney.Crook@beachwoodohio.com
25325 Fairmount Boulevard
Beachwood, Ohio 44122

Bryan Zabell, Chairman
City of Beachwood
Planning & Zoning Commission
c/o Veronica.Muth@beachwoodohio.com
25325 Fairmount Boulevard
Beachwood, Ohio 44122

Re: ***Sheetz, Inc.***
Rezoning Application
24700 Chagrin Boulevard, Beachwood, Ohio 44122

Dear President Isaacson and Chairman Zabell and Members of City Council and the Planning and Zoning Commission:

Please accept this letter in support of SHEETZ, INC.'s rezoning application for the proposed redevelopment of the property located at 24700 Chagrin Boulevard.

The proposed site is approximately 1.8 acres and is located at the southeast corner of the intersection of Chagrin Boulevard and Commerce Park Drive. The property is currently owned by Commerce Park Plaza 2023 LLC. The current use of the property is as a bank and office building. It is proposed that upon the rezoning of the property, from U-7A to U-9, as the future Tenant of the property, SHEETZ would construct and operate a 6,132 square foot 24/7 hour convenience store with restaurant and a newest generation single winged canopy over eight (8) fuel pump islands with 16 fuel pumps. All in, these capital improvements add up to a multi-million dollar investment by Sheetz. The creation of approximately 3 dozen jobs will be split evenly between full-time and part-time positions. The anticipated construction time is 6-8 months and if all necessary approvals are obtained no later than mid-2026, an opening would be on target for end of year 2026.

By way of background, SHEETZ was founded in 1952 by Bob Sheetz when he purchased one of his father's five dairy stores. Sheetz remains a family owned and operated company today. SHEETZ is headquartered in Altoona, Pennsylvania and employs approximately 25,000 people. It

operates over 800 stores in Central and Western Pennsylvania, West Virginia, Maryland, Ohio, Michigan, Virginia, and North Carolina.

The intent of a U-9 zoning district is as follows:

1131.01 - Intent.

It is the intent of this Chapter (Class U-9 Districts) to provide for Motor Service Districts on major roads in the immediate vicinity of freeway interchanges to serve the needs of through and local motorists. Motor Service Districts are intended to accommodate a mixture of office and travel oriented uses.

(Ord. 2018-94. Passed 10-21-19)

Contrasting this to its current zoning, the intent of a U-7A zoning district is as follows:

1127.01 - Intent.

It is the intent of this Chapter (Class U-7A Districts) to provide for buildings in areas near residential neighborhoods of such types as do not create large volumes of pedestrian and vehicular traffic, nor excessive noise, to provide employment opportunities, to provide medical services for nearby residential neighborhoods and to permit limited commercial development on parcels not considered appropriate for more intensive commercial uses.

(Ord. 2018-94. Passed 10-21-19)

Although restaurants are a permitted use in a U-9 District, as well as a U-7A District, the retail sale of gasoline is only permitted in a U-9 District. (Keeping in mind, there will be no servicing or repair of any motor vehicles.) As defined by the City's zoning code, a gasoline service station is defined as follows:

1101.25 - Gasoline service station.

"Gasoline Service Station" means a building or part thereof, structure or space used for the retail sale of gasoline, lubricants and motor vehicle accessories and for minor services and repairs.(Ord. 2018-94. Passed 10- 21-19)

When reviewing the City's most recent comprehensive plan, the City's vision for land use in the Chagrin Boulevard Commerce Park Area is stated as follows:

Vision for Land Use ■ Promote mixed-use redevelopment of Commerce Park, the Chagrin Boulevard corridor, and other outdated commercial areas to encourage reuse and growth where industry and jobs currently exist and that promote and support walkable neighborhoods.

Based upon an analysis of the City's Zoning Code and Comprehensive Plan, the proposed Sheetz development is consistent with the existing and proposed zoning for its restaurant use. Its fueling use is consistent with the intent of a U-9 District and Comprehensive Plan and promotes its intent for mixed, and through and local motorists and travel oriented uses. The Sheetz development will also be walkable from nearby residential communities and by the bicycling public.

The Sheetz team will be able to explain the requested rezoning and how it relates to the site and surrounding properties in greater detail at the time of the required review meetings; however, we believe that if the rezoning is recommended for and approved, it will allow Sheetz to move forward with your planning process, including the required detailed site plan submittals for the City's further consideration.

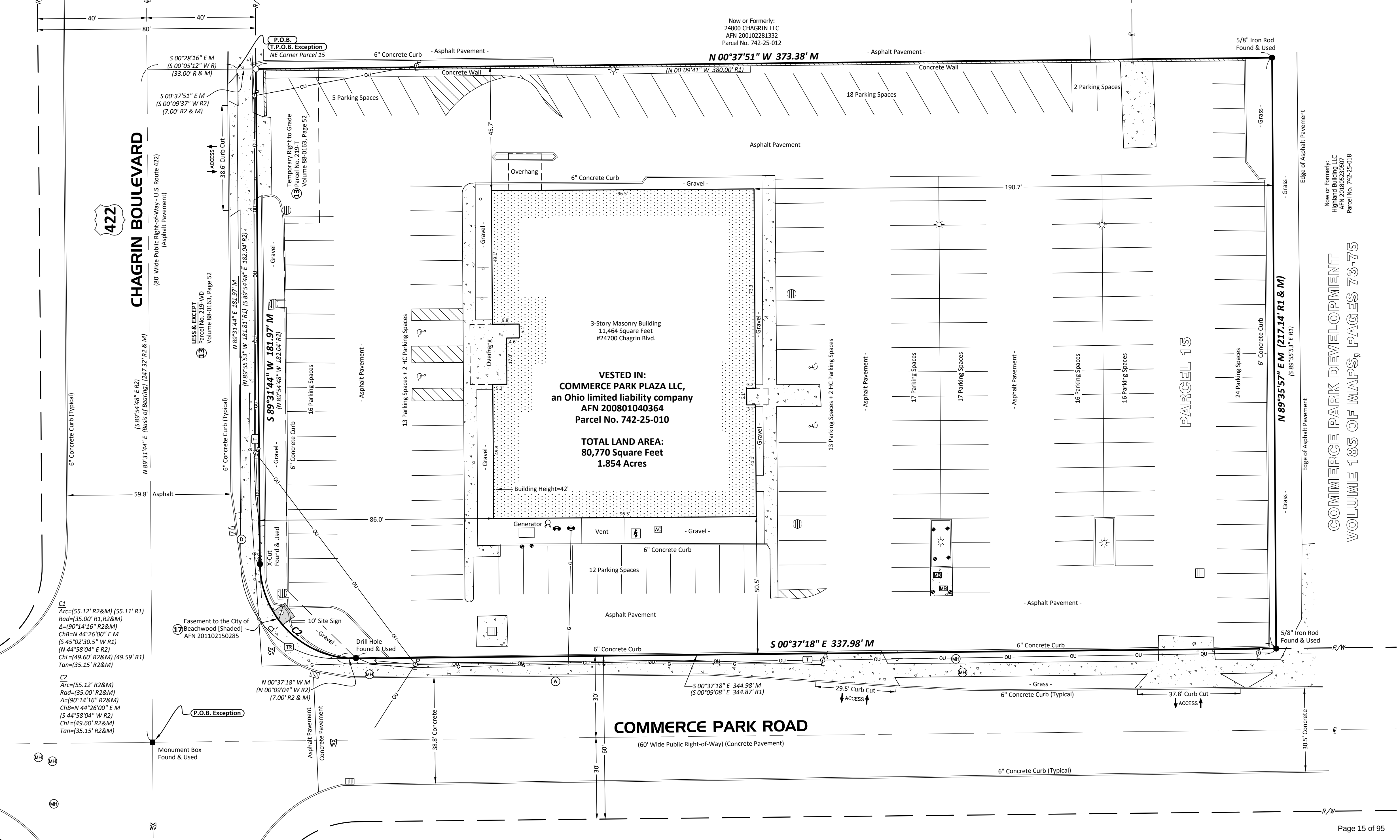
Hopefully, this overview offers good insight for the City's consideration of the proposed rezoning application. We look forward to presenting this information in person to the City Council and the Planning & Zoning Commission, at which time the information mentioned herein can be more fully discussed in detail.

Very truly yours,

Diane A. Calta

Diane A. Calta

DAC



Now or Formerly:
24800 CHAGRIN LLC
AFN 200102281332
Parcel No. 742-25-012

Now or Formerly:
Highland Building LLC
AFN 201805230507
Parcel No. 742-25-018

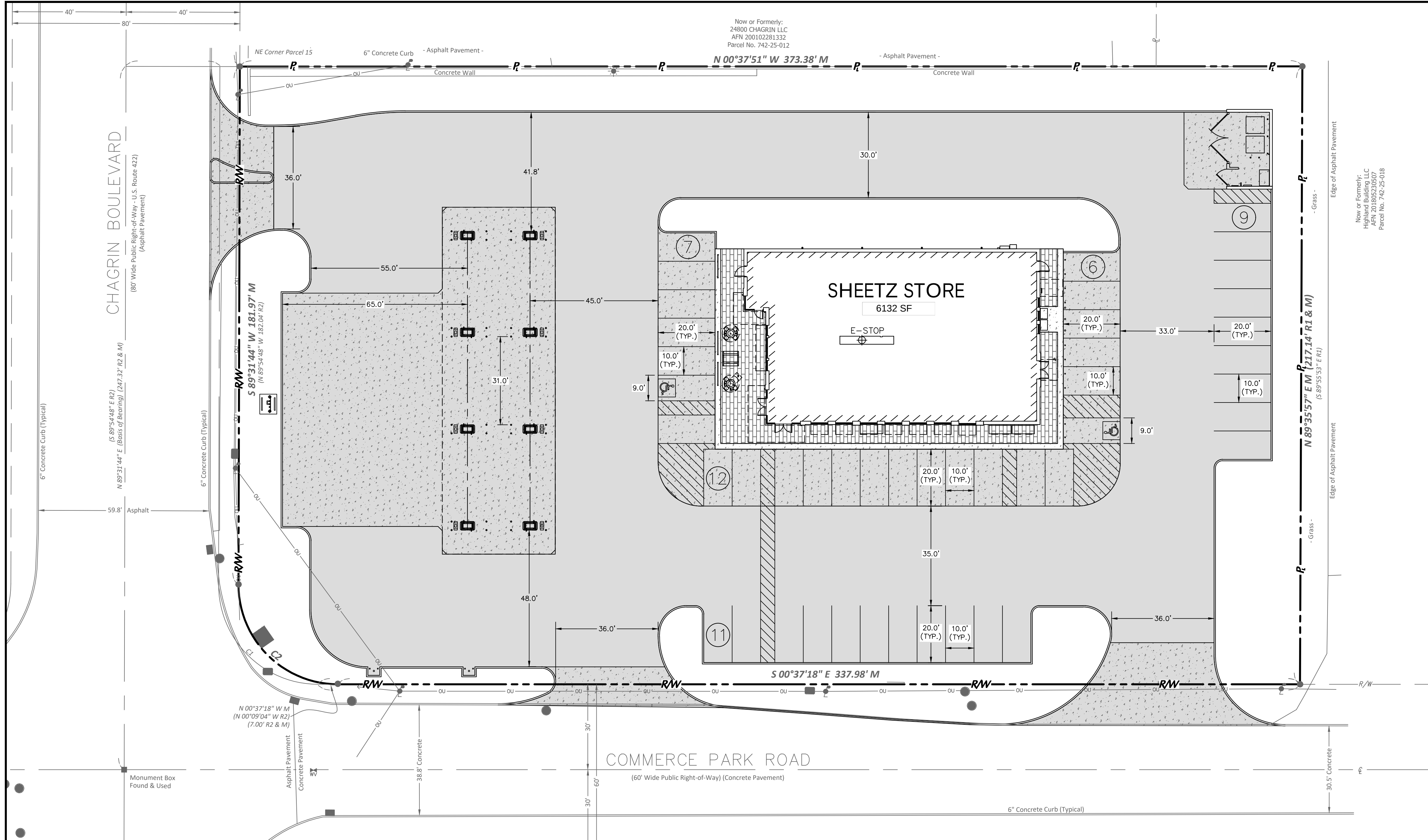
COMMERCE PARK PLAZA LLC

VESTED IN:
COMMERCE PARK PLAZA LLC,
an Ohio limited liability company
AFN 200801040364
Parcel No. 742-25-010

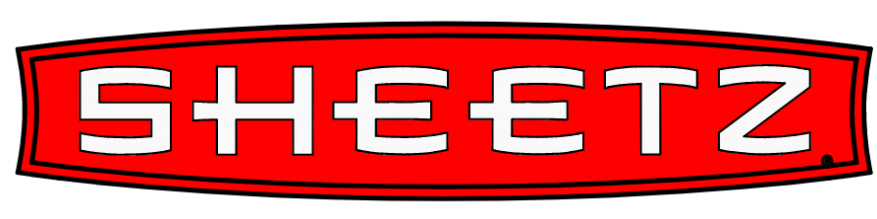
TOTAL LAND AREA:
80,770 Square Feet
1.854 Acres

CHAGRIN BOULEVARD

COMMERCE PARK ROAD

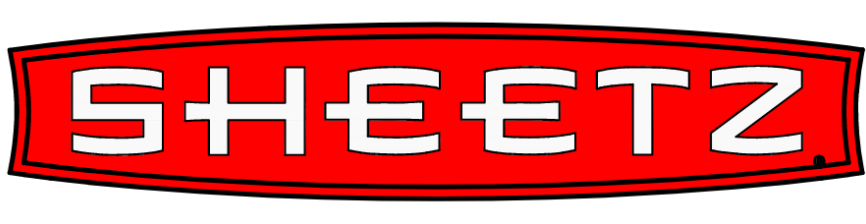


FOR REVIEW ONLY	
LANGAN Langan Engineering and Environmental Services, LLC. 6000 Lombardo Center, Suite 210 Cleveland, OH 44131 T: 216.328.3300 F: 216.328.3301 www.langan.com	
Project SHEETZ 24700 Chagrin Blvd Beachwood, OH 44122 CUYAHOGA COUNTY OHIO Drawing Title PRELIMINARY SITE PLAN	
Project No. 400148701 Date 07/14/2025 Drawn By MJK Checked By MJD	Drawing No. CS101



Prepared for
24700 Chagrin Blvd
Beachwood, OH 44122





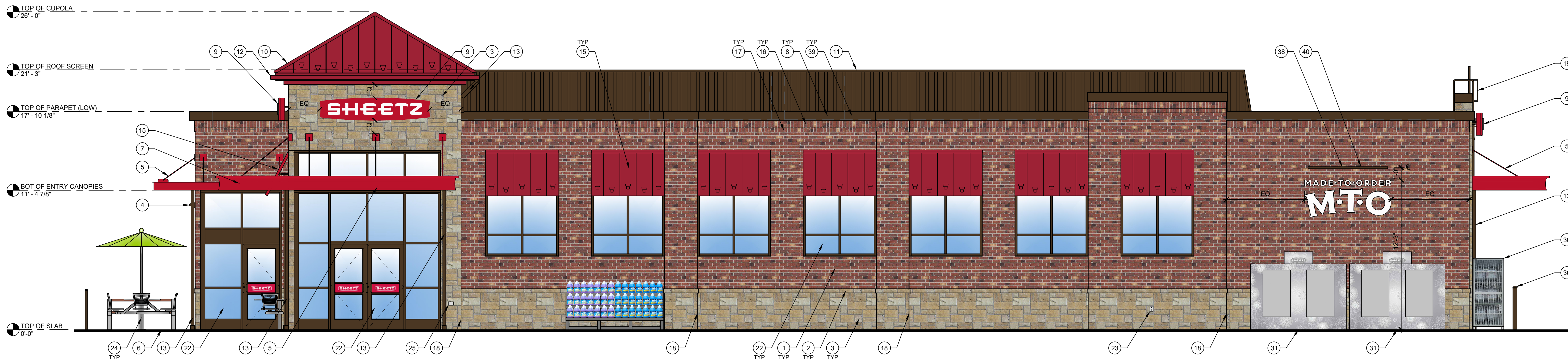
Prepared for
24700 Chagrin Blvd
Beachwood, OH 44122





Prepared for
24700 Chagrin Blvd
Beachwood, OH 44122





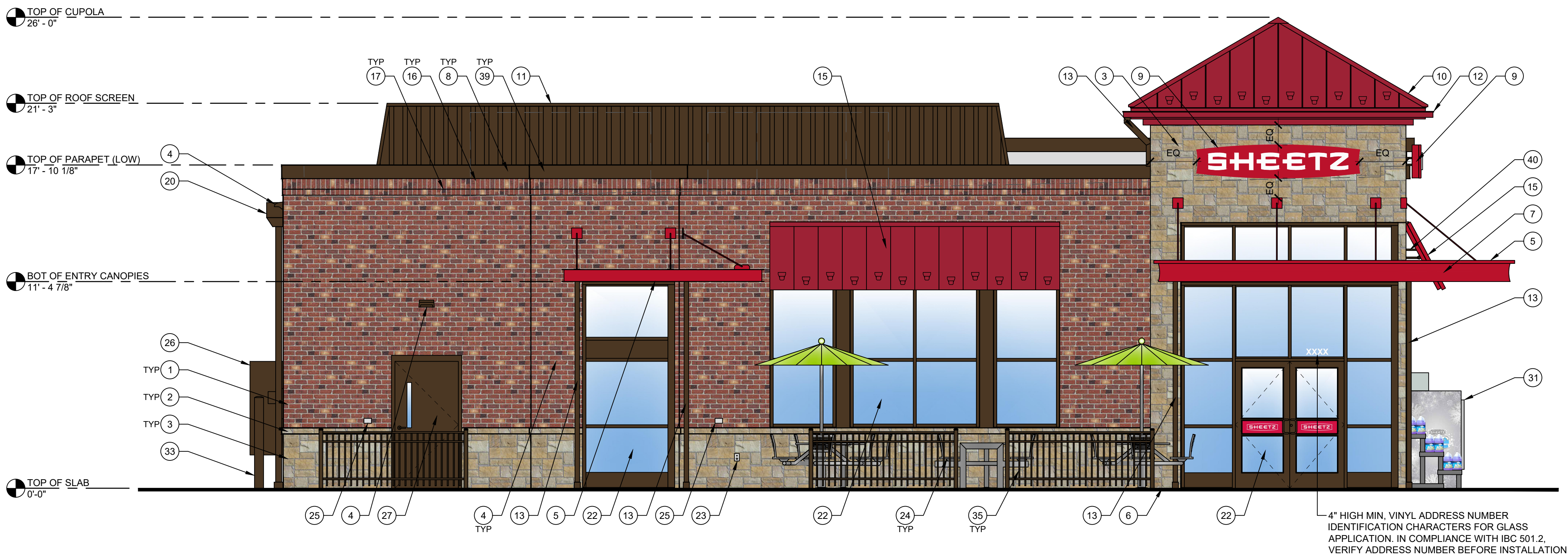
1 FRONT ELEVATION
1/4" = 1'-0"

TYPICAL EXTERIOR ELEVATION NOTES:

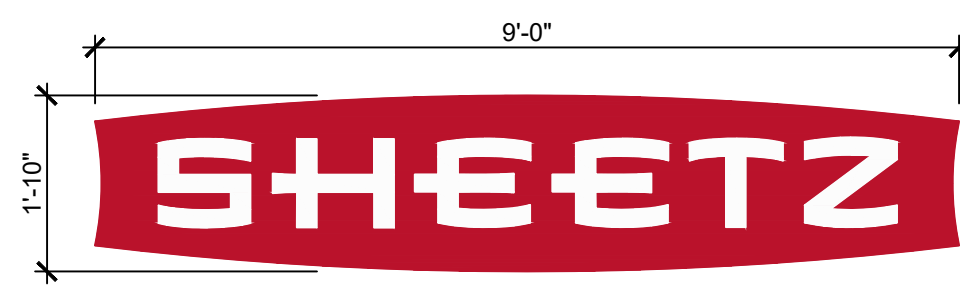
- ALL LIGHTS SHOWN ABOVE AND/OR BELOW DOORS OR WINDOWS ARE TO BE CENTERED ON THE DOOR OR WINDOW UNLESS NOTED OTHERWISE
- FIXTURES/EQUIPMENT BETWEEN TWO DOORS OR WINDOWS ARE TO BE CENTERED EQUALLY.
- EXTERIOR SEALANT FOR STONE SHALL COMPLY WITH SECTION 07 9005 JOINT SEALANTS, GENERAL BUILDING FASCIA/WEATHER SEALANT AND SHALL MATCH THE COLOR OF THE STORE.

EXTERIOR ELEVATION KEYNOTES:

- BRICK VENEER, COLOR: 680 BY CONTINENTAL BRICK COMPANY. SEE MASONRY SPEC
- CAST STONE SILL, COLOR: CRAB ORCHARD. SEE MASONRY SPEC
- ANCHORED CAST STONE MASONRY VENEER, COLOR: CRAB ORCHARD. SEE MASONRY SPEC
- EXTERIOR LIGHT FIXTURE, REFER TO ELECTRICAL DRAWINGS
- ARCHITECTURAL CANOPY, COLOR: REGAL RED, PREMIUM TWO-COAT KYNAR FINISH
- BRICK PAVEMENT WALKWAY
- LIGHTED CURVED FASCIA CANOPY ATTACHMENT
- METAL COPING, COLOR: DARK BRONZE
- WALL MOUNTED BUILDING SIGN, SEE SHEET A200.
- STANDING SEAM METAL ROOF, COLOR: BRITE RED
- ROOF EQUIPMENT SCREEN, COLOR: DARK BRONZE
- GUTTER, COLOR TO MATCH CUPOLA COLOR
- DOWNSPOUT, COLOR: DARK BRONZE
- DRIVE-THRU WINDOW (IF APPLICABLE)
- METAL STANDING SEAM SHED STYLE AWNING AND FRAME ASSEMBLY, ROOF COLOR: BRITE RED, FRAME COLOR: DARK BRONZE
- BRICK SOLDIER COURSE, COLOR: 680 BY CONTINENTAL BRICK COMPANY. SEE MASONRY SPEC
- BRICK ROWLOCK COURSE, COLOR: 680 BY CONTINENTAL BRICK COMPANY. SEE MASONRY SPEC
- CONTROL JOINT, SEE MASONRY SPEC
- STEEL ROOF LADDER AND CRANKY POST, COLOR: DARK BRONZE
- STANDARD THROUGH WALL SCUPPER WITH CONDUCTOR HEAD & DOWNSPOUT, COLOR: DARK BRONZE
- OVERFLOW SCUPPER
- ALUMINUM STOREFRONT SYSTEM, SEE A600
- EXTERIOR HOSE BIB, REFER TO PLUMBING DRAWINGS
- OUTDOOR FURNITURE
- ELECTRICAL RECEPTACLE, REFER TO ELECTRICAL DRAWINGS
- ELECTRICAL EQUIPMENT, REFER TO ELECTRICAL DRAWINGS
- HM DOOR AND FRAME, COLOR: DARK BRONZE
- EMERGENCY WATER CONNECTION, REFER TO PLUMBING DRAWINGS
- SEAMLESS ALUM PANEL SYSTEM WITH EXPOSED FASTENERS, COLOR: DARK BRONZE
- PROPANE LOCKER
- ICE MERCHANDISER
- RTI FILLPORT
- STEEL BOLLARD, COLOR: DARK BRONZE
- CO2 FILLPORT
- DECORATIVE ALUMINUM FENCE, COLOR DARK BRONZE
- AUTOMATIC DOOR PUSH PLATE AND BOLLARD, BOLLARD COLOR: DARK BRONZE
- GAS METER AND RISER, REFER TO CIVIL UTILITY PLAN, COLOR: DARK BRONZE
- MTO GRAPHIC DECAL, SEE SHEET A200.
- LIGHT CHANNEL AT PARAPET COPING, SEE ARCHITECTURAL AND ELECTRICAL DRAWINGS FOR MORE INFORMATION.
- MTO DECAL LIGHT BAR, REFER TO ELECTRICAL DRAWINGS FOR MORE INFORMATION.

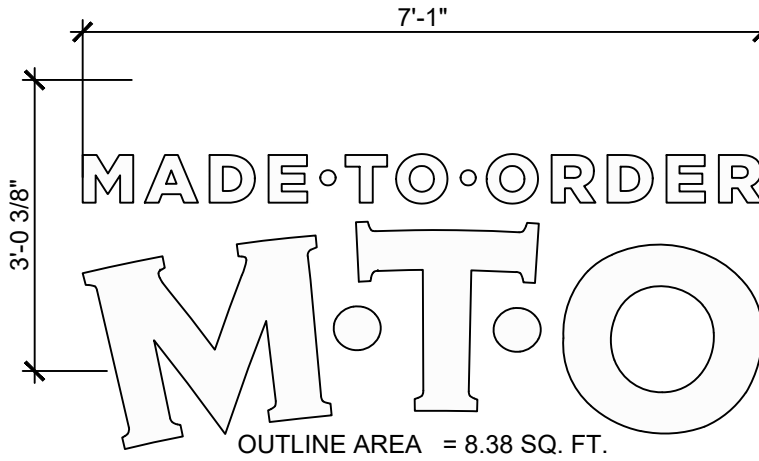


2 LEFT ELEVATION
1/4" = 1'-0"



OUTLINE AREA = 14.84 SQ. FT.
BOX AREA = 16.52 SQ. FT.
TYPICAL OF THREE
PROJECTS 7" OFF FACE OF BUILDING

A WALL MOUNTED "SHEETZ" BUILDING SIGN
1/2" = 1'-0"



OUTLINE AREA = 8.38 SQ. FT.
BOX AREA = 21.47 SQ. FT.
TYPICAL OF ONE
PROJECTS 0" OFF FACE OF BUILDING

B WALL MOUNTED "MTO" DECAL
1/2" = 1'-0"

Convenience Architecture
and Design P.C.

351 Sheetz Way, Claysburg, PA 16625

phone (814) 239-6013
email tcolumbu@sheetz.com
web site www.sheetz.com

PROJECT NAME:
NEW SHEETZ STORE

24700 Chagrin Blvd
Beachwood, OH 44122

OWNER:
SHEETZ, INC.

5700 SIXTH AVE.
ALTOONA, PA 16602

CONSULTANT

PROFESSIONAL

KEYPLAN

ISSUE: 04-01-2025
SITE ID NO: #####
AUTHOR BY:
REVIEW BY:
VERSION: 6132L_v1.8

EXTERIOR
ELEVATIONS

A200

6132L PROTOTYPE - FY25_v1.8

PROJECT NAME:
NEW SHEETZ STORE

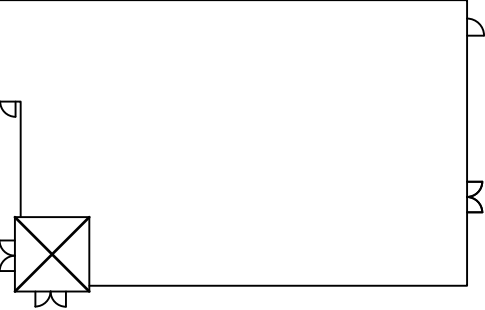
24700 Chagrin Blvd
Beachwood, OH 44122

OWNER:
SHEETZ, INC.

5700 SIXTH AVE.
ALTOONA, PA 16602

CONSULTANT

PROFESSIONAL



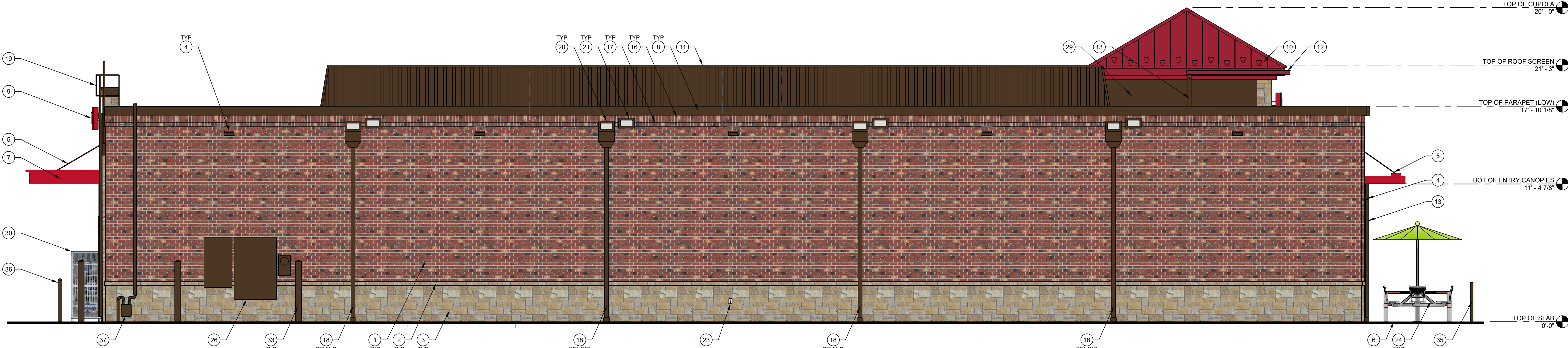
KEYPLAN

ISSUE: 04-01-2025
SITE ID NO: #####
AUTHOR BY:
REVIEW BY:
VERSION: 6132L_v1.8

EXTERIOR
ELEVATIONS

A201

6132L PROTOTYPE - FY25_v1.8



3 REAR ELEVATION
1/4" = 1'-0"

TYPICAL EXTERIOR ELEVATION NOTES:

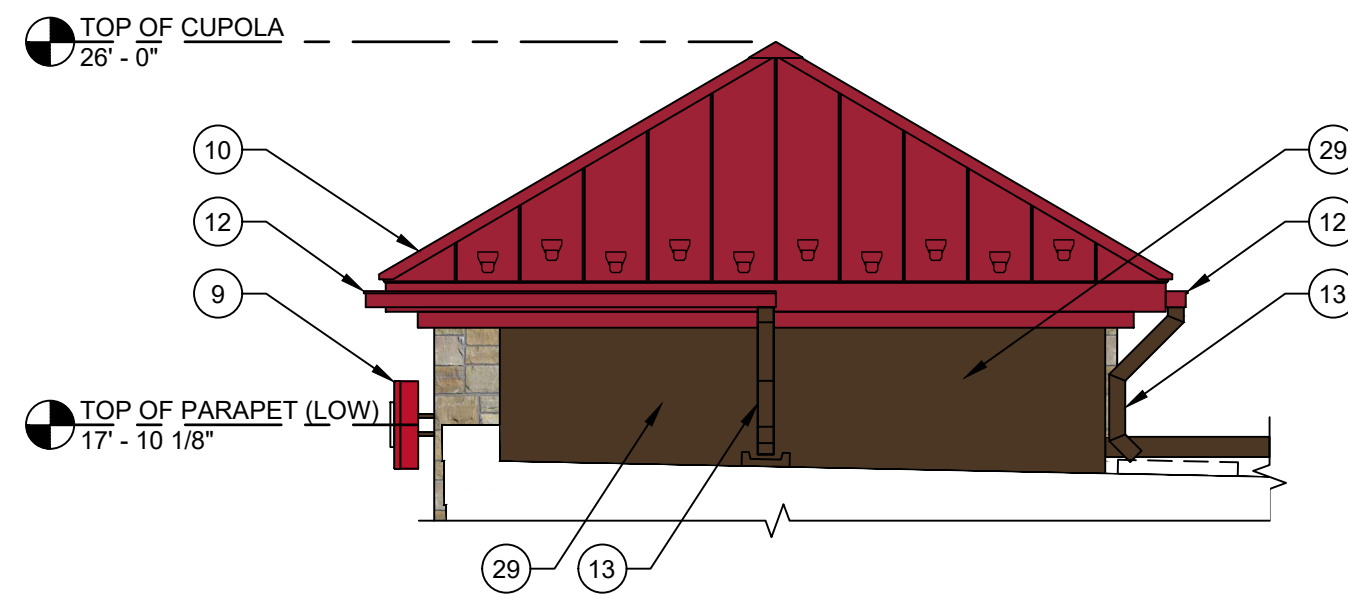
- ALL LIGHTS SHOWN ABOVE AND/OR BELOW DOORS OR WINDOWS ARE TO BE CENTERED ON THE DOOR OR WINDOW UNLESS NOTED OTHERWISE
- FIXTURES/EQUIPMENT BETWEEN TWO DOORS OR WINDOWS ARE TO BE CENTERED EQUALLY.
- EXTERIOR SEALANT FOR STONE SHALL COMPLY WITH SECTION 07 9005 JOINT SEALANTS, GENERAL BUILDING FASCIA/WEATHER SEALANT AND SHALL MATCH THE COLOR OF THE STORE.

EXTERIOR ELEVATION KEYNOTES:

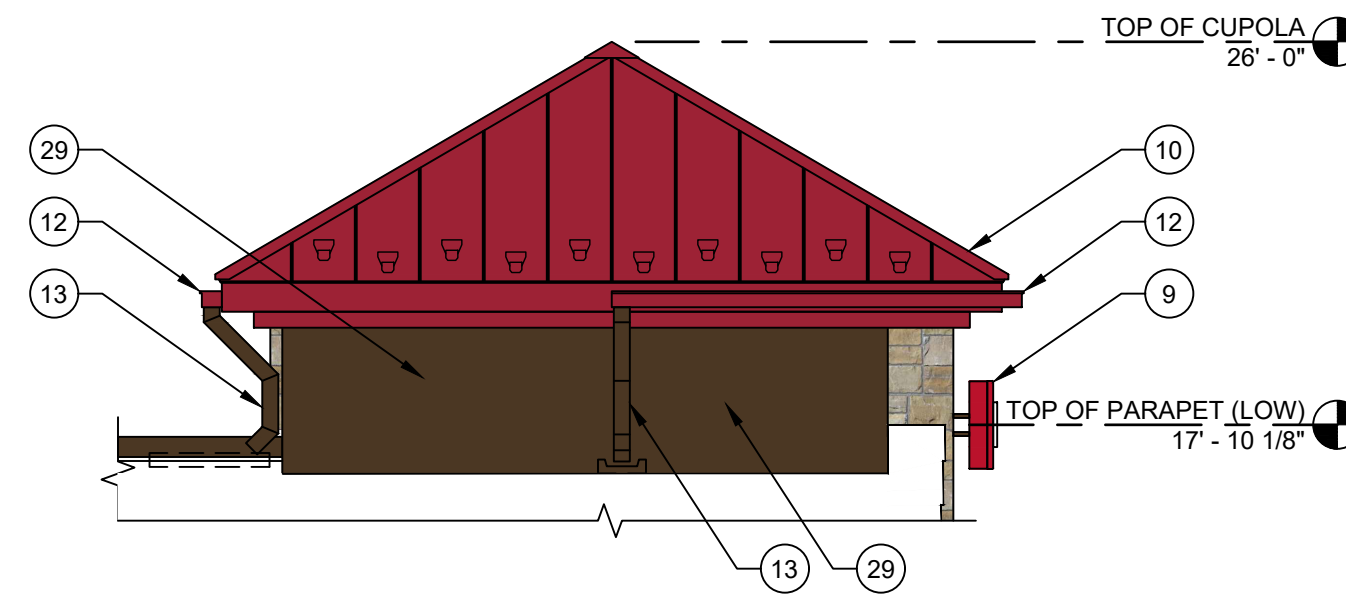
- BRICK VENEER, COLOR: 680 BY CONTINENTAL BRICK COMPANY. SEE MASONRY SPEC
- CAST STONE SILL, COLOR: CRAB ORCHARD. SEE MASONRY SPEC
- ANCHORED CAST STONE MASONRY VENEER, COLOR: CRAB ORCHARD. SEE MASONRY SPEC
- EXTERIOR LIGHT FIXTURE, REFER TO ELECTRICAL DRAWINGS
- ARCHITECTURAL CANOPY, COLOR: REGAL RED, PREMIUM TWO-COAT KYNAR FINISH
- BRICK PAVER WALKWAY
- LIGHTED CURVED FASCIA CANOPY ATTACHMENT
- METAL COPING, COLOR: DARK BRONZE
- WALL MOUNTED BUILDING SIGN, SEE SHEET A200.
- STANDING SEAM METAL ROOF, COLOR: BRITE RED
- ROOF EQUIPMENT SCREEN, COLOR: DARK BRONZE
- GUTTER, COLOR TO MATCH CUPOLA COLOR
- DOWNSPOUT, COLOR: DARK BRONZE
- DRIVE-THRU WINDOW (IF APPLICABLE)
- METAL STANDING SEAM SHED STYLE AWNING AND FRAME ASSEMBLY, ROOF COLOR: BRITE RED, FRAME COLOR: DARK BRONZE
- BRICK SOLDIER COURSE, COLOR: 680 BY CONTINENTAL BRICK COMPANY. SEE MASONRY SPEC
- BRICK ROWLOCK COURSE, COLOR: 680 BY CONTINENTAL BRICK COMPANY. SEE MASONRY SPEC
- CONTROL JOINT, SEE MASONRY SPEC
- STEEL ROOF LADDER AND CRANKY POST, COLOR: DARK BRONZE
- STANDARD THROUGH WALL SCUPPER WITH CONDUCTOR HEAD & DOWNSPOUT, COLOR: DARK BRONZE
- OVERFLOW SCUPPER
- ALUMINUM STOREFRONT SYSTEM, SEE A600
- EXTERIOR HOSE BIB, REFER TO PLUMBING DRAWINGS
- OUTDOOR FURNITURE
- ELECTRICAL RECEPTACLE, REFER TO ELECTRICAL DRAWINGS
- ELECTRICAL EQUIPMENT, REFER TO ELECTRICAL DRAWINGS
- HM DOOR AND FRAME, COLOR: DARK BRONZE
- EMERGENCY WATER CONNECTION, REFER TO PLUMBING DRAWINGS
- SEAMLESS ALUM PANEL SYSTEM WITH EXPOSED FASTENERS, COLOR: DARK BRONZE
- PROPANE LOCKER
- ICE MERCHANDISER
- RTI FILLPORT
- STEEL BOLLARD, COLOR: DARK BRONZE
- CO2 FILLPORT
- DECORATIVE ALUMINUM FENCE, COLOR DARK BRONZE
- AUTOMATIC DOOR PUSH PLATE AND BOLLARD, BOLLARD COLOR: DARK BRONZE
- GAS METER AND RISER, REFER TO CIVIL UTILITY PLAN, COLOR: DARK BRONZE
- MTG GRAPHIC DECAL, SEE SHEET A200.
- LIGHT CHANNEL AT PARAPET COPING, SEE ARCHITECTURAL AND ELECTRICAL DRAWINGS FOR MORE INFORMATION.
- MTG DECAL LIGHT BAR, REFER TO ELECTRICAL DRAWINGS FOR MORE INFORMATION.



4 RIGHT ELEVATION
1/4" = 1'-0"



5 CUPOLA ELEVATION FROM ROOF
1/4" = 1'-0"



6 CUPOLA ELEVATION FROM ROOF
1/4" = 1'-0"

OWNER:
HEETZ, INC.

700 SIXTH AVE.
LTOONA, PA 16602

CONSULTANT

PROFESSIONAL

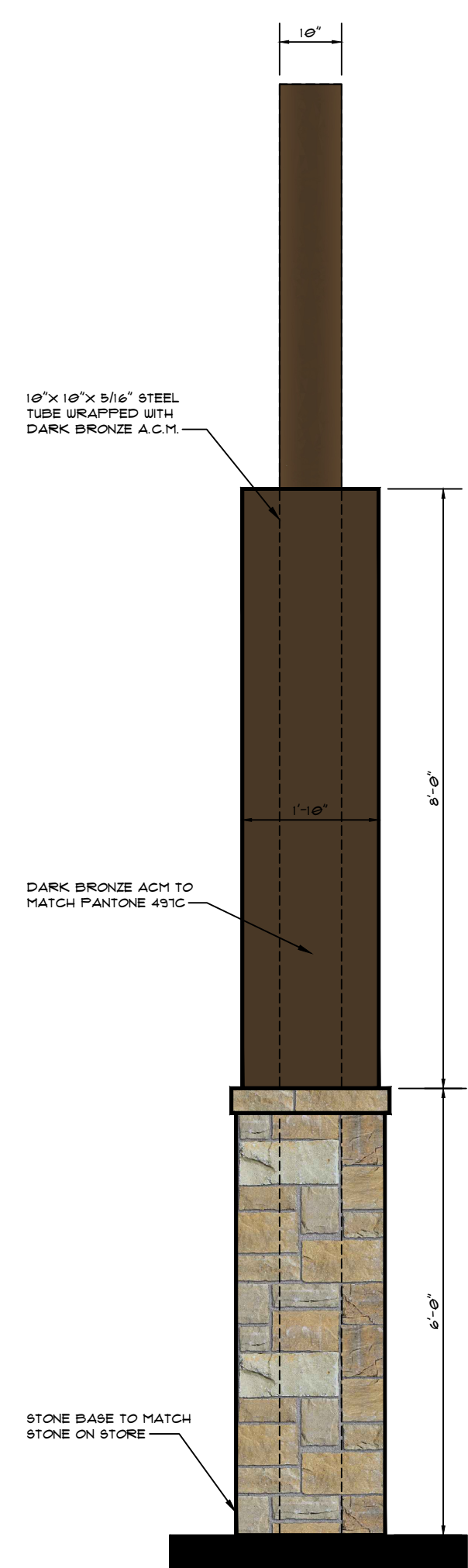
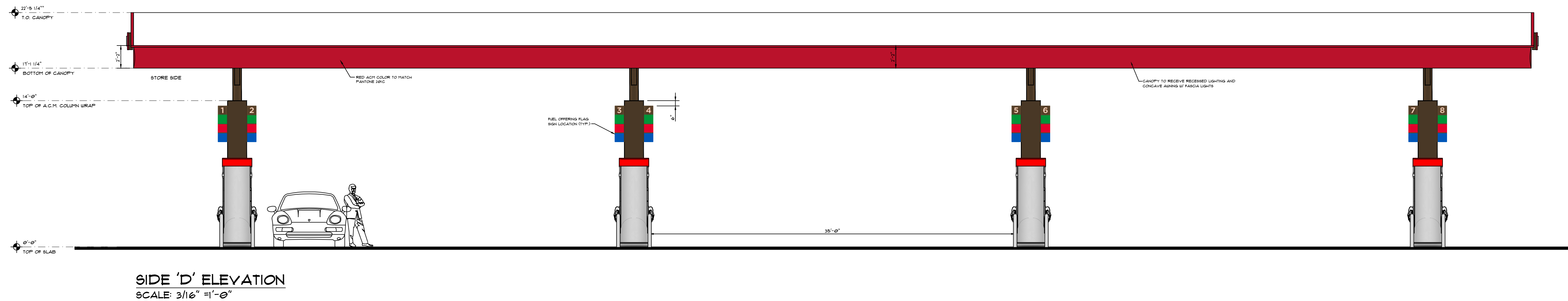
EYPLAN

[illegible]

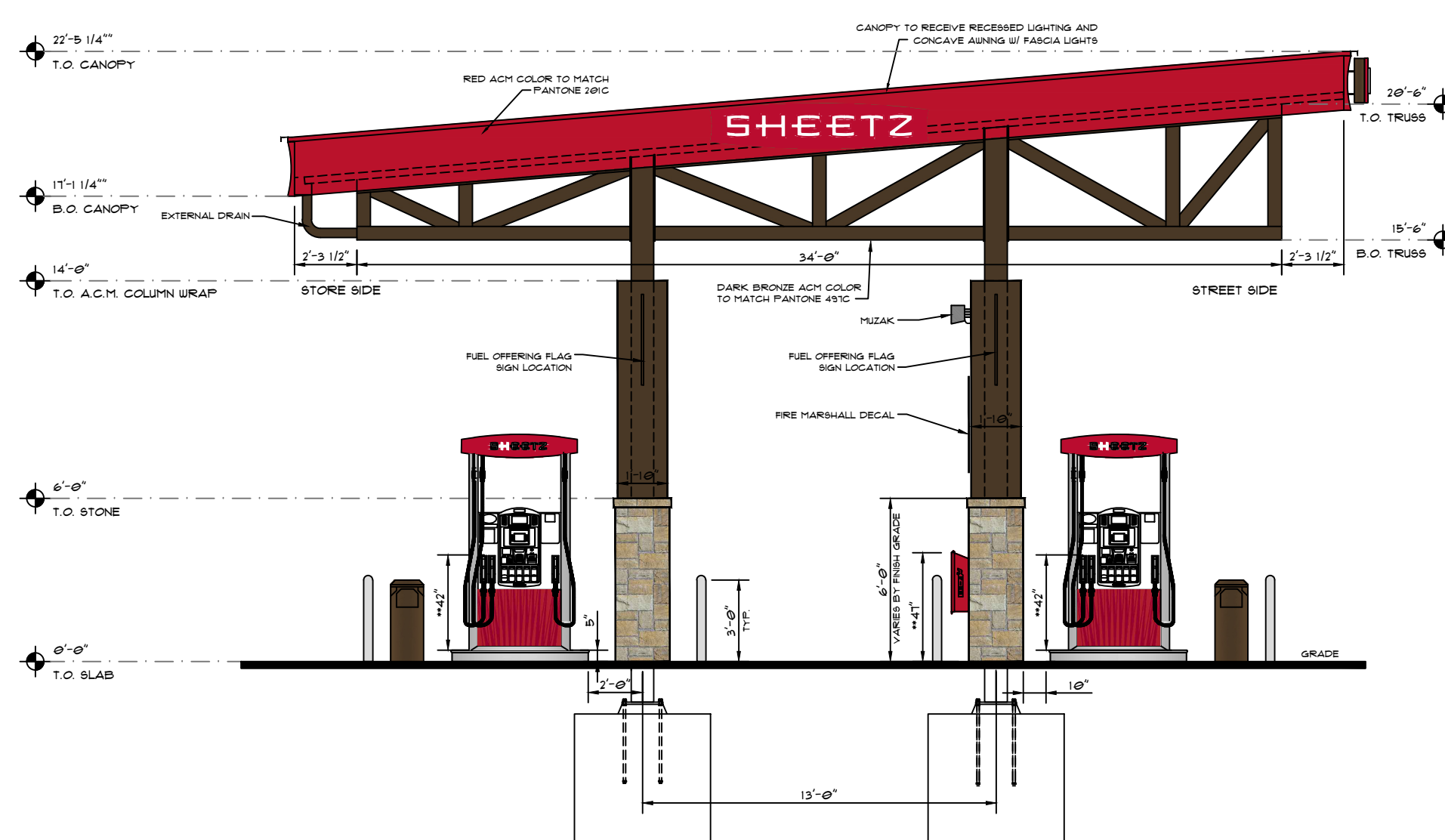
DATE:	01-30-2025
PROJECT NO:	
AUTHOR BY:	DNC
VIEW BY:	
SHEET TITLE	

GAS AWNING

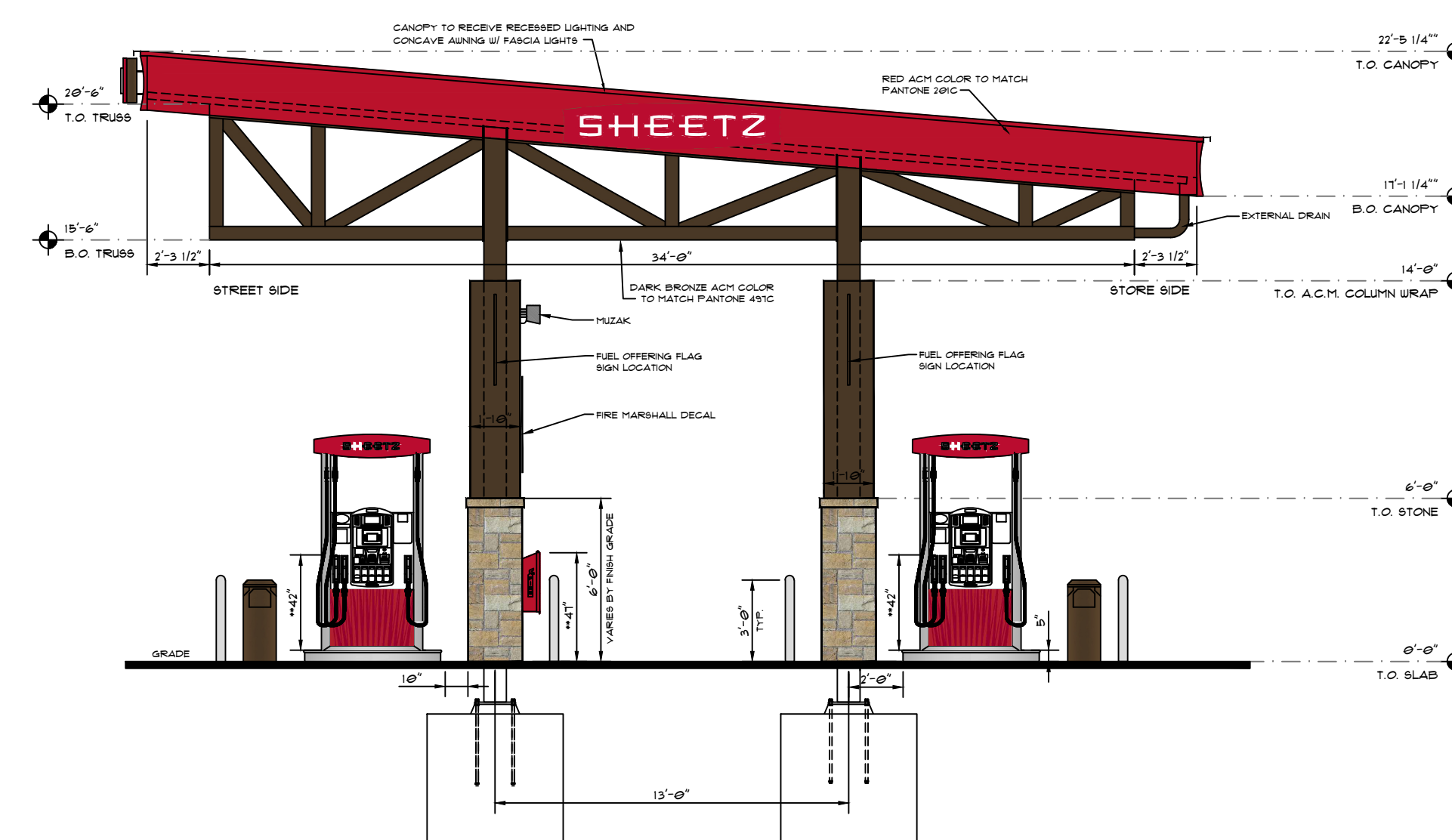
AWNING



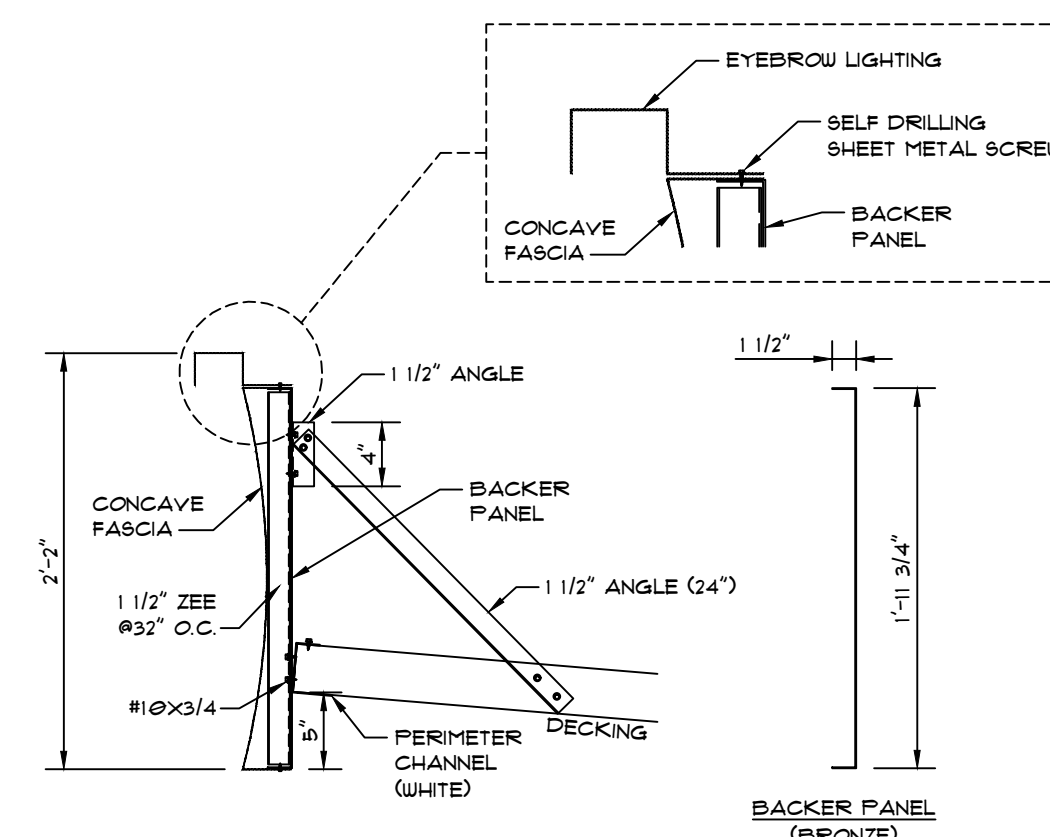
COLUMN ELEVATION
SCALE: 1/2" = 1'-0"



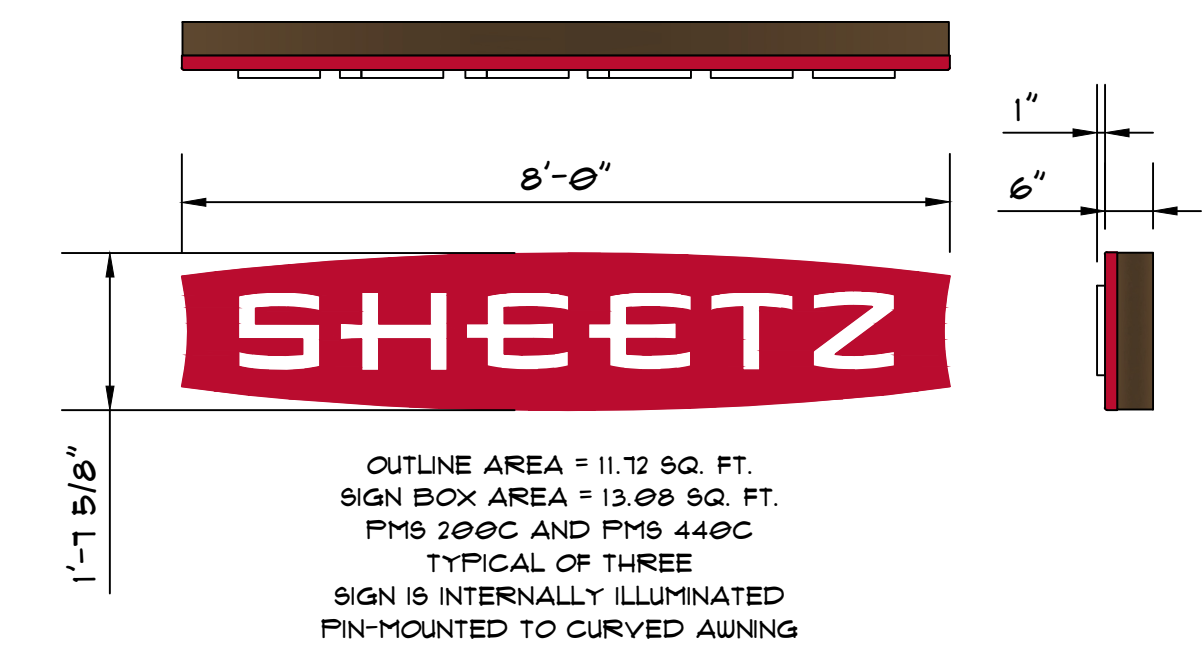
SIDE 'A' LEFT SIDE ELEVATION
SCALE: 3/16" = 1'-0"



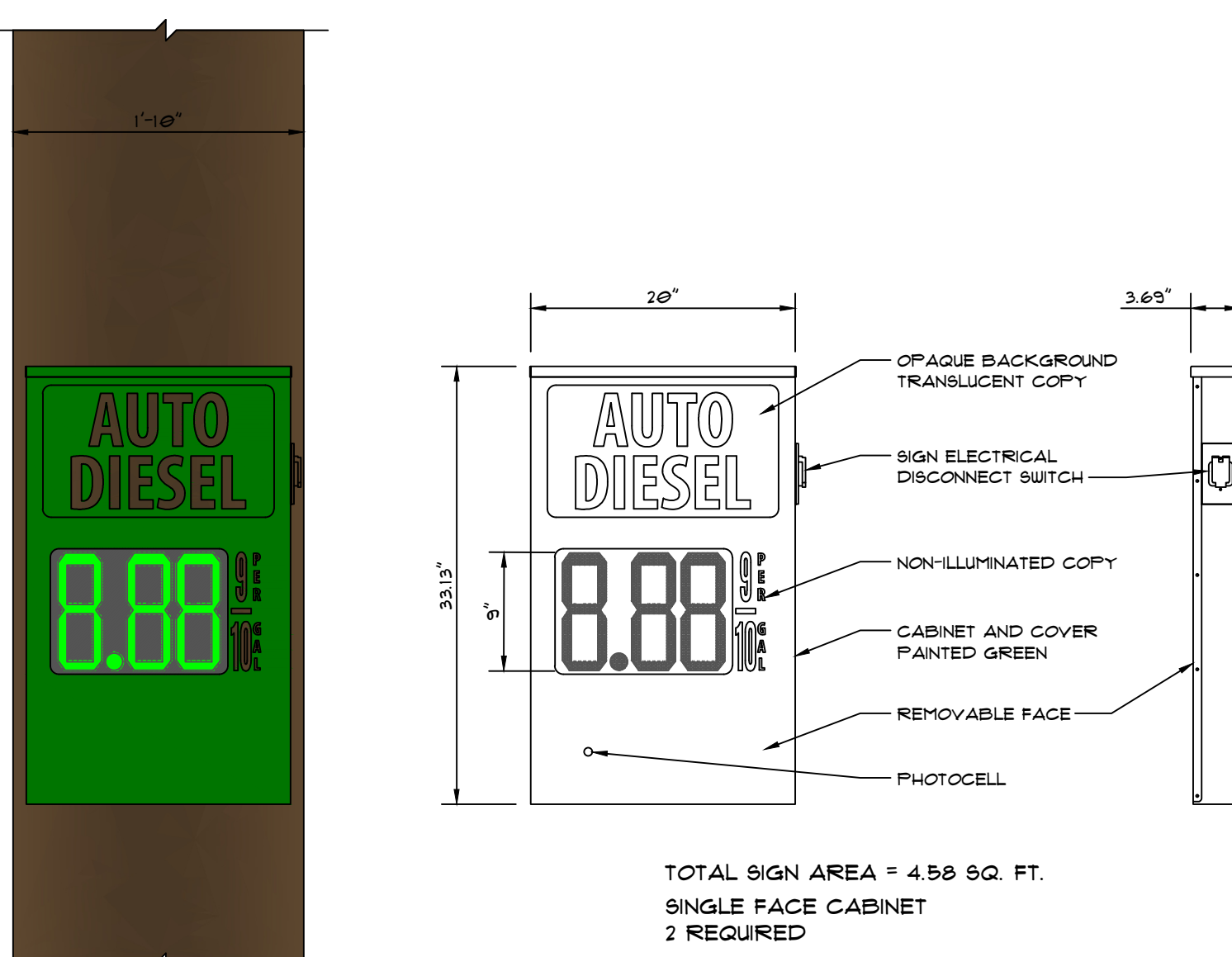
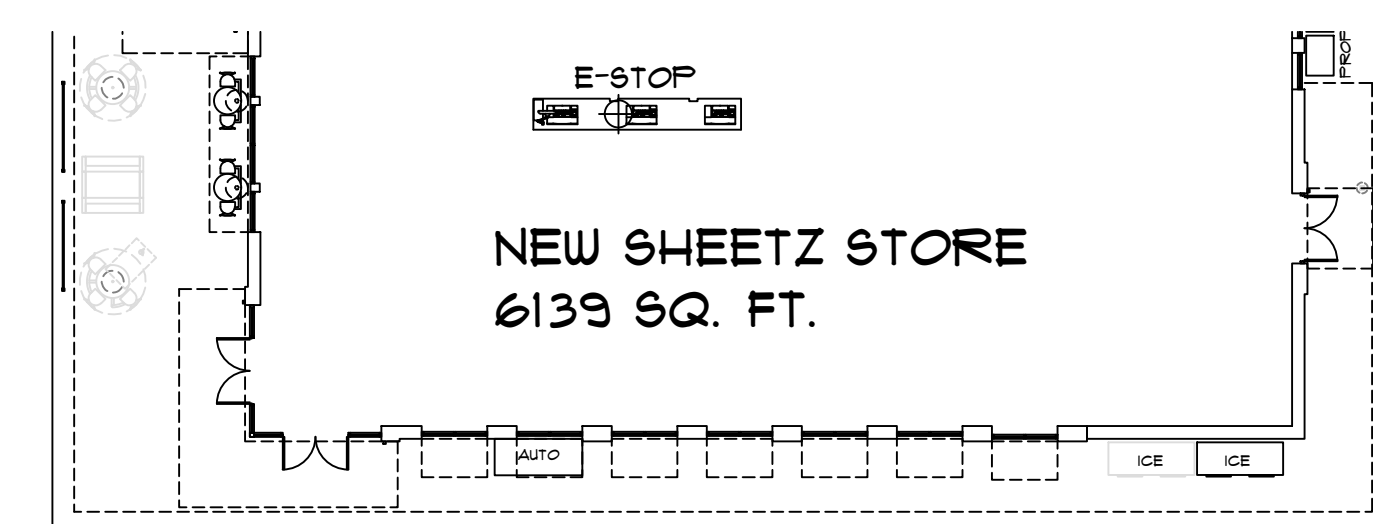
SIDE 'C' RIGHT SIDE ELEVATION
SCALE: 3/16" = 1'-0"



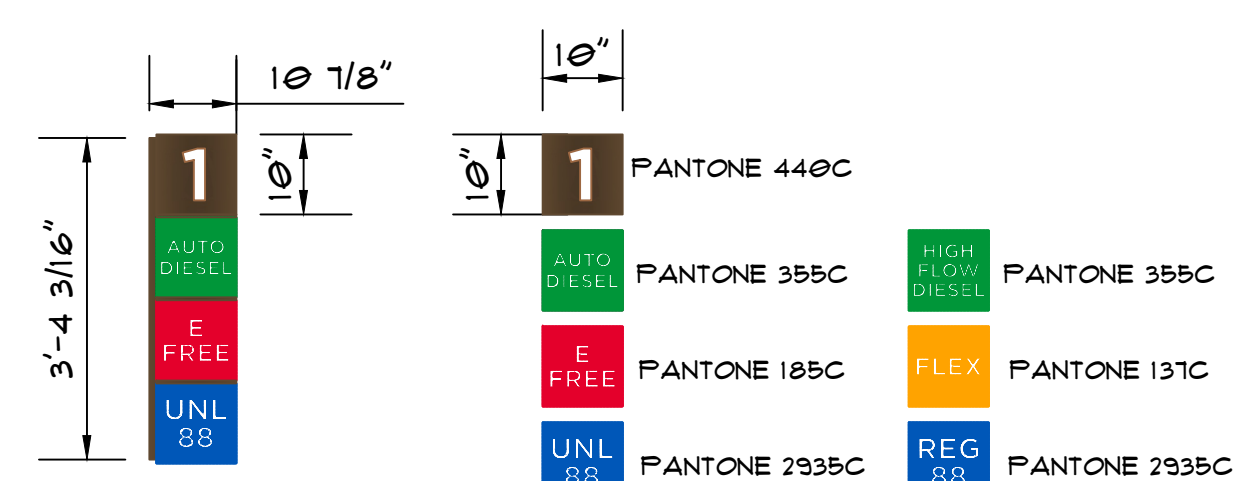
CONCAVE FASCIA MOUNTING DETAIL
SCALE: 1/4" = 1'-0"



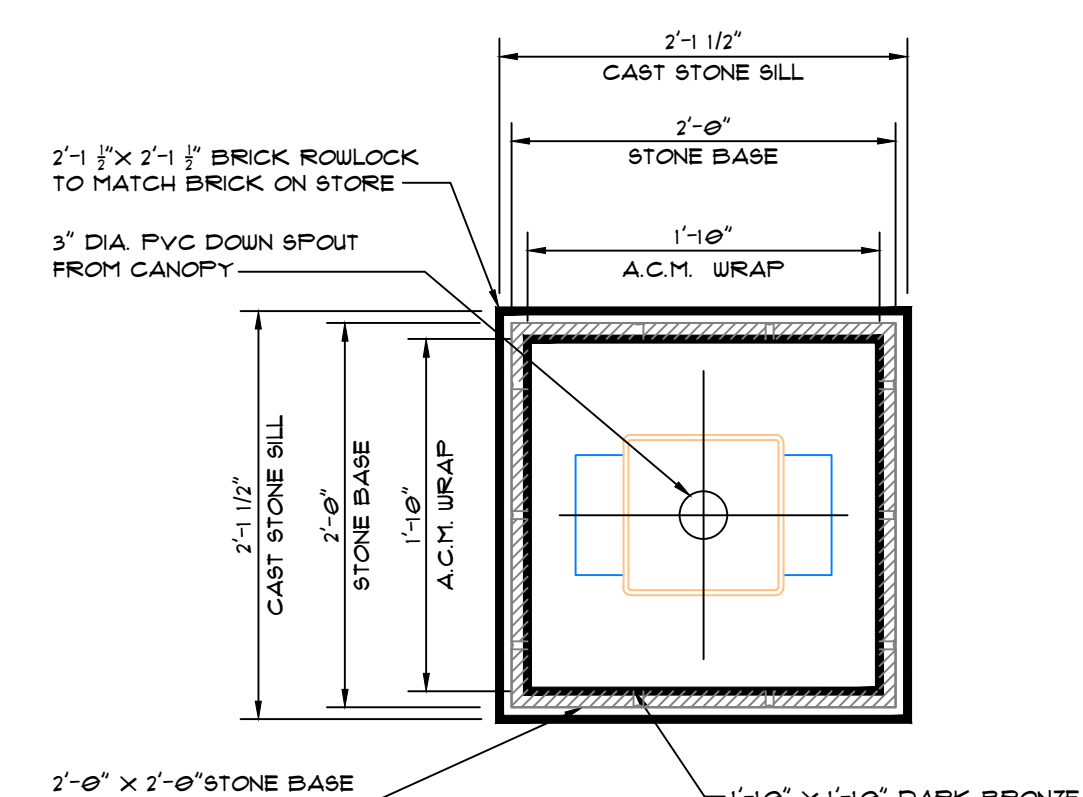
CANOPY MOUNTED SHEETZ SIGN DETAIL
SCALE: 1/2" = 1'-0"



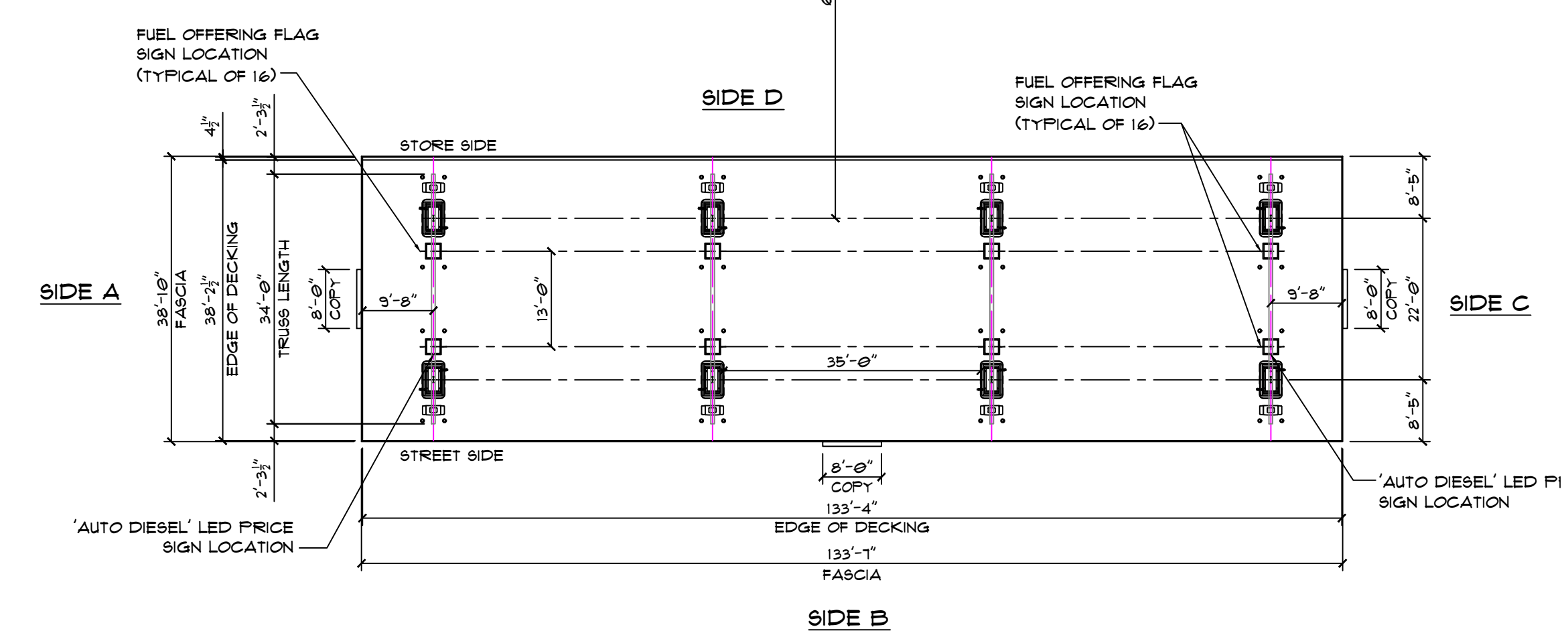
"AUTO DIESEL" PRICE SIGN ELEVATION AND DETAIL
SCALE: 1/4" = 1'-0"



DISPENSER NUMBER AND FUEL OFFERING FLAG
VARIES PER SITE/ DISPENSER
2 PER COLUMN ON STORE SIDE COLUMNS
0.69 SQ. FT. PER PANEL
2.76 SQ. FT. MAX./FLAG



STONE COLUMN BASE DETAIL
SCALE: 1/4" = 1'-0"



PLAN VIEW FOR LOGO LOCATIONS

PROJECT NAME:
**NEW SHEETZ STORE
STORE #XXX**

**CITY
STREET**

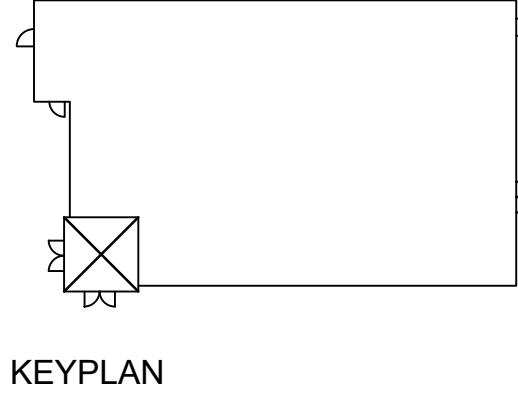
Address Line 1
Address Line 2
City, ST XXXXX

OWNER:
SHEETZ, INC.

5700 SIXTH AVE.
ALTOONA, PA 16602

CONSULTANT

PROFESSIONAL



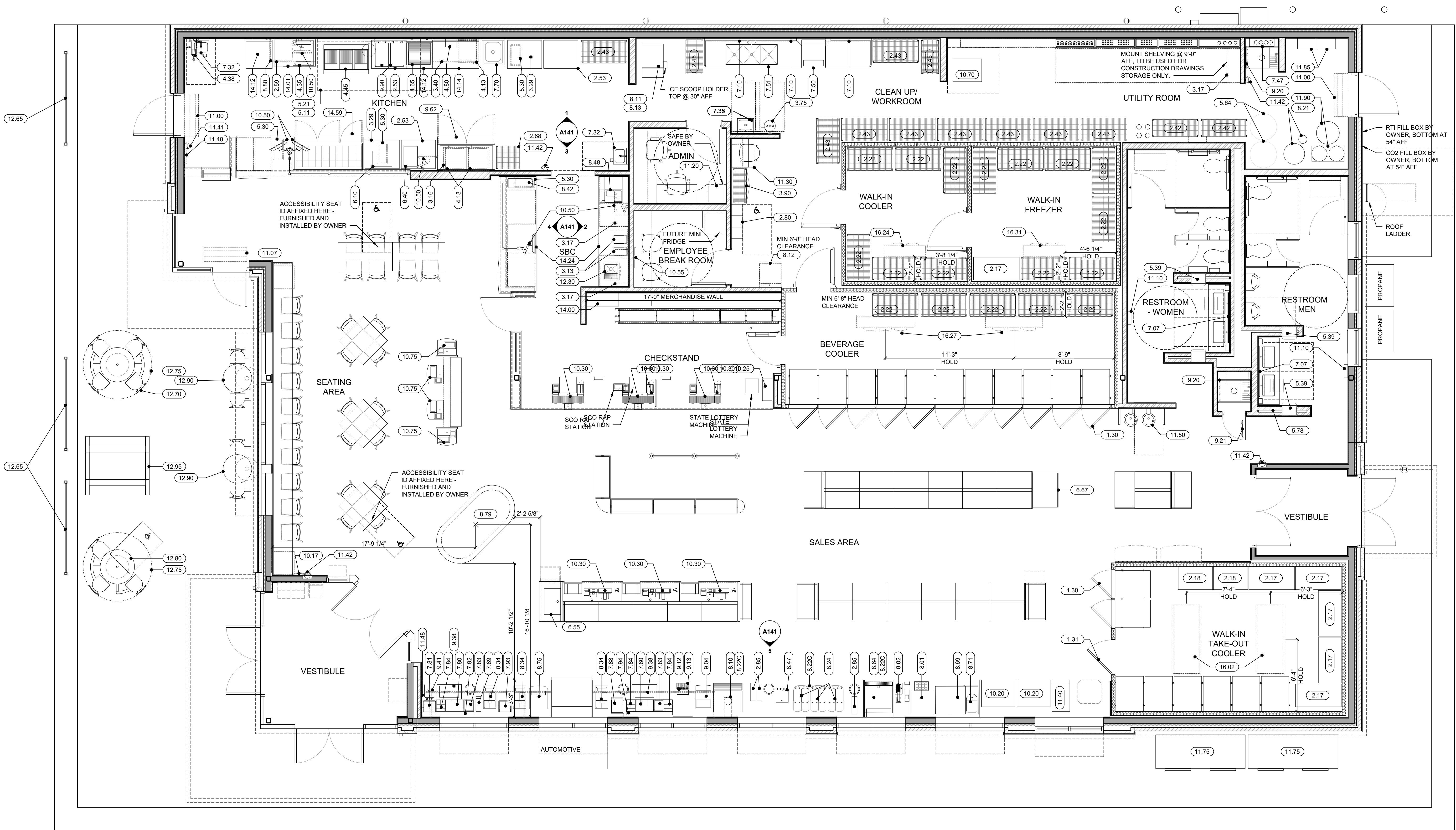
KEYPLAN

ISSUE: **04.01.2025**
SITE ID NO: #####
AUTHOR BY:
REVIEW BY:
VERSION: **6132L_v1.8**

EQUIPMENT PLAN

A140

6132L PROTOTYPE - FY25_v1.8



EQUIPMENT PLAN
1/4" = 1'-0"

SALES FIXTURE CHART - 6132		
NUMBER OF GONDOLAS	43	
LINEAR FEET OF GONDOLA	131'-11"	
NUMBER OF REACH-IN COOLER DOORS	13 (2 W/ BEER)	
LINEAR FEET OF REACH-IN COOLER DOORS	33'-4"	
NUMBER OF RTE UNITS	2 (1 HOT, 1 COLD)	
NUMBER OF NOVELTY ICE CREAM FREEZERS	1	
LINEAR FEET OF TABACCO WALL	17'-0"	
NUMBER OF CHECKOUTS	6 (3 POS, 3 SCO)	
NUMBER OF INDOOR SEATS	30 (2 HC)	

SPECIALTY EQUIPMENT SCHEDULE				
Equip No	Item Description	Count	Installed by	Connected by
1.30	TAKE-HOME COOLER DOOR	15	OWNER	N/A
1.31	TAKE-HOME COOLER MAN DOORS	1	OWNER	N/A
2.17	24 x 48 DUNNAGE RACK	6	OWNER	N/A
2.18	24 x 36 DUNNAGE RACK	2	OWNER	N/A
2.22	24 x 48 EPOXY SHELVING W/ CASTERS	18	OWNER	N/A
2.42	18x48 CHROME SHELVING W/ CASTERS	2	OWNER	N/A
2.43	24x48 CHROME SHELVING W/ CASTERS	9	OWNER	N/A
2.45	18 x 36 CHROME SHELVING W/ CASTERS	2	OWNER	N/A
2.53	36 x 30 SS TABLE	3	OWNER	N/A
2.59	EAGLE SHELF 24 X 48	1	OWNER	N/A
2.68	24 X 24 MOBILE BREAD RACK	1	OWNER	N/A
2.80	STEEL LOCKER - 6-HIGH BOX 12"x12", 1 MIN ACCESSIBLE	3	OWNER	OWNER
2.85	LID & STRAW HOLDER	3	OWNER	OWNER
3.13	VITAMIX BLENDER	2	OWNER	OWNER
3.16	WALL MOUNTED SOLID SHELVING 24 x 48	1	OWNER	N/A
3.17	WALL MOUNTED SOLID SHELVING 14 x 36	3	OWNER	N/A
3.29	36 x 30 SS TABLE - W/O UNDERSHELF	2	OWNER	N/A
3.40	WALL MOUNTED WIRE SHELVING 24 x 48	1	OWNER	N/A
3.75	EYE WASH	1	PC	PC
3.90	14 x 36 EAGLE SECURITY RACK	1	OWNER	OWNER
4.13	MICROWAVE	3	OWNER	OWNER
4.35	FRY HOLDING STATION	1	OWNER	OWNER
4.38	HOSE REEL	1	PC	PC
4.45	ELECTRIC FRYER - 3 VAT	1	OWNER	OWNER
4.65	ROLLER GRILL	1	OWNER	OWNER
4.80	LABEL MINDER 2	1	OWNER	OWNER
5.11	FIRE SUPPRESSION SYSTEM	1	OWNER	OWNER

5.21	CAPTIVEAIRE 10FT EXHAUST HOOD	1	OWNER	OWNER
5.30	TRASH CAN	4	OWNER	OWNER
5.39	PAPER TOWEL DISPENSER	4	OWNER	OWNER
5.64	RTI INDOOR GREASE TANK SYSTEM	1	OWNER	OWNER
6.10	HOT FOOD PRODUCT HOLDING UNIT	1	OWNER	OWNER
6.40	DOUBLE BARREL CONDIMENT DISPENSER	1	OWNER	OWNER
6.55	HEATED GLASS MINI-MERCHANDISER WARMER	1	OWNER	OWNER
6.67	FREEZER MERCHANDISER	1	OWNER	OWNER
7.07	BOBROWK LLED ILLUMINATED MIRROR	2	OWNER	OWNER
7.10	MODULAR WALL WIRE SHELF, MAT, AND HOOK SYSTEM	3	OWNER	OWNER
7.32	KNEE OPERATED HANDSINK	2	PC	PC
7.35	SS HAND SINK W/ WRIST BLADES AND EYE WASH	1	PC	PC
7.47	WALL MOUNTED WATER FILTRATION SYSTEM	1	PC	PC
7.50	WIRELESS DISH MACHINE	1	OWNER	EC/PC
7.51	SCULLERY DISH TABLE 102" W/ 3 BOWL SINK	1	OWNER	PC
7.70	ONE-COMPARTMENT RINSE SINK WITH COVED EDGING	1	PC	PC
7.80	COFFEE FIXINGS WITH PROMO	2	OWNER	OWNER
7.81	COFFEE MERCHANDISER WITHOUT TEA	1	OWNER	OWNER
7.83	NAPKIN DISPENSER	2	OWNER	OWNER
7.84	STRAW AND LID HOLDER	3	OWNER	OWNER
7.88	MUG RACK	1	OWNER	OWNER
7.89	TIERED BAKERY DISPLAY	1	OWNER	OWNER
7.92	COUNTERTOP SPACER - SHORT	1	OWNER	OWNER
7.93	COFFEE MERCHANDISER AND TEA INSERT SANDWICH UNIT	1	OWNER	OWNER
7.94	COUNTERTOP SPACER - WIDER	1	OWNER	OWNER
8.01	POPCORN MACHINE	1	OWNER	OWNER
8.02	POPCORN BUTTER DISPENSER	1	OWNER	OWNER
8.10	BEVERAGE DISPENSER	1	OWNER	OWNER
8.11	TRUE ICE MAKER TI-522-MA	1	OWNER	OWNER

8.12	ICE MACHINE (WITH ELEVATED SUPPORT STAND)	1	OWNER	EC
8.13	TRUE ICE BIN TIB-422	1	OWNER	OWNER
8.21	CO2 CARBONATION SYSTEM	1	OWNER	OWNER
8.22C	UNDER COUNTER COMPACT WATER BOOSTER	3	OWNER	OWNER
8.24	2 HEAD FUB	3	OWNER	OWNER
8.34	FRANKE COFFEE BREWER	3	OWNER	OWNER
8.41	GAS MODULE (DASHED) UNDER NITRON	1	OWNER	OWNER
8.42	NITRON COLD DRAFT ON 5' LEGS	1	OWNER	OWNER
8.47	ICE TEA MACHINE	1	OWNER	OWNER
8.36	FRANKE A1000 WITH DAIRY ATTACHMENT	1	OWNER	OWNER
8.64	SELF CONTAINED FCB MACHINE	1	OWNER	OWNER
8.69	MILKSHAKE BLENDING BAR	1	OWNER	OWNER
8.71	MILKSHAKE BLENDER	1	OWNER	OWNER
8.75	5 HOPPER HOT BEVERAGE SYSTEM	1	OWNER	OWNER
8.79	OPEN AIR RTE CASE	1	OWNER	EC
8.80	COUNTERTOP CUP DISPENSING CABINETS	1	OWNER	OWNER
9.04	FOLLETT ON COUNTER ICE MAKER	1	OWNER	OWNER
9.12	TAP TOWER 3 INCH 4 TAP	1	OWNER	OWNER
9.13	GRATE FOR TOP TOWER	1	OWNER	OWNER
9.20	24" MOP AND BROOM HOLDER	2	OWNER	OWNER
9.21	18" MOP AND BROOM HOLDER	1	OWNER	OWNER
9.36	REMOTE REFRIGERATED DROP-IN WELL	2	OWNER	OWNER
9.38	DROP IN COLD WELL	2	OWNER	OWNER
9.41	UNDERMOUNT SINK COFFEE CAR EAGLE	1	OWNER	OWNER
9.62	FOOD PREP TABLE - 60" SOLID DOOR SANDWICH UNIT	1	OWNER	OWNER
9.90	HIGH SPEED OVEN	2	OWNER	OWNER
10.17	STORE CLOCK (BATTERY OPERATED)	1	OWNER	OWNER
10.20	LOTTERY MACHINE	1	OWNER	OWNER
10.25	LOTTERY MACHINE	1	OWNER	OWNER
10.30	COUNTERTOP TICKET DISPENSER	6	OWNER	OWNER

10.50	ORDER MONITOR	6	OWNER	OWNER
10.55	EMPLOYEE KIOSK	1	OWNER	OWNER
10.70	STORE SERVER	1	OWNER	OWNER
10.75	TOUCH SCREEN	4	OWNER	OWNER
11.00	AIR CURTAIN - 42", WHITE	2	OWNER	EC
11.07	AIR CURTAIN - 42", BRONZE	1	OWNER	EC
11.10	HAND DRYER	2	OWNER	EC
11.20	MULTI-FUNCTION PRINTER	1	OWNER	OWNER
11.30	TV SECURITY WALL MOUNT ENCLOSURE	1	OWNER	OWNER
11.40	ATM - CASH DISPENSER	1	OWNER	OWNER
11.41	FIRE EXTINGUISHER "CLASS K"	1	OWNER	OWNER
11.42	FIRE EXTINGUISHER	4	BC	BC
11.43	ATM - CASH DISPENSER	1	OWNER	OWNER
11.48	INSECT LIGHT TRAP	2	OWNER	OWNER
11.50	WATER FOUNTAIN	1	PC	PC
11.75	OUTDOOR ICE MERCHANDISER	2	OWNER	OWNER
11.81	ELECTRIC WATER HEATER	1	OWNER	EC/PC
11.85	TANKLESS WATER HEATER	2	OWNER	EC/PC
11.90	WATER SOFTENER	1	OWNER	EC/PC
11.97	SELF-SERVE COFFEE FIXING RACK	2	OWNER	OWNER
12.30	SINGLE BOWL UNDERMOUNT SS SINK	1	OWNER	PC
12.50	CYCLESAFE U BIKE RACK (SEE CIVIL)	2	OWNER	OWNER
14.00	TABACCO MERCHANDISER	1	OWNER	OWNER
14.01	WORKTOP DRAWERED FREEZER - 43"	1	OWNER	OWNER
14.12	27" WORKTOP REFRIGERATOR	2	OWNER	OWNER
14.14	48" WORKTOP FREEZER	1	OWNER	OWNER
14.24	UNDERCOUNTER SINGLE DOOR COOLER - 27"	2	OWNER	OWNER
14.59	REFRIGERATED FOOD PREP TABLE - 72"	1	OWNER	OWNER
16.02	EVAPORATOR - WALK-IN TAKE-OUT	2	OWNER	EC
16.24	EVAPORATOR - WALK-IN COOLER	1	OWNER	EC
16.27	EVAPORATOR - BEVERAGE COOLER	2	OWNER	EC
16.31	EVAPORATOR - WALK-IN FREEZER	1	OWNER	EC

OUTDOOR FURNITURE SCHEDULE		
MARK	DESCRIPTION	Count
12.65	ULTRA ALUMINUM FENCING - 8'-0"	3
12.70	4 SEAT OUTDOOR TABLE CLUSTER	1
12.75	ALUMINUM UMBRELLA	2
12.80	3 SEAT OUTDOOR TABLE CLUSTER	1
12.90	2 SEAT OUTDOOR TABLE CLUSTER	2
12.95	ALUMINUM PICNIC TABLE	1

- LEGEND:
BC = BUILDING CONTRACTOR
EC = ELECTRICAL CONTRACTOR
MC = MECHANICAL CONTRACTOR
PC = PLUMBING CONTRACTOR
SC = SPECIALTY CONTRACTOR
- NOTES:
1. ALL EQUIPMENT LISTED IS SUPPLIED BY OWNER, UNO.
2. ALL OVERHEAD EQUIPMENT TO BE MOUNTED 80" AFF MIN. UNO.
3. REFER TO G003 FOR ALL EQUIPMENT INSTALLATION PARAMETERS

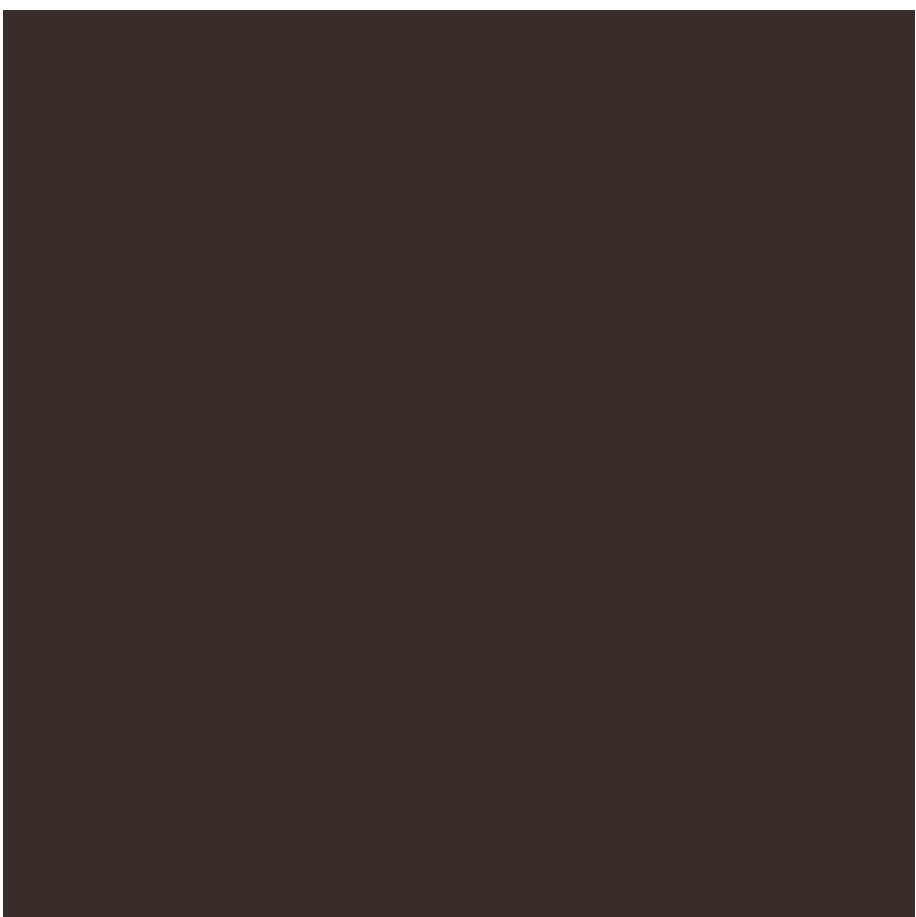
SITE FINISHES



(2): CAST STONE SILL
FIN: CRAB ORCHARD



(32): ACM, RED TO MATCH PANTONE 201C



(33): ACM, DARK BRONZE TO MATCH PANTONE 440C



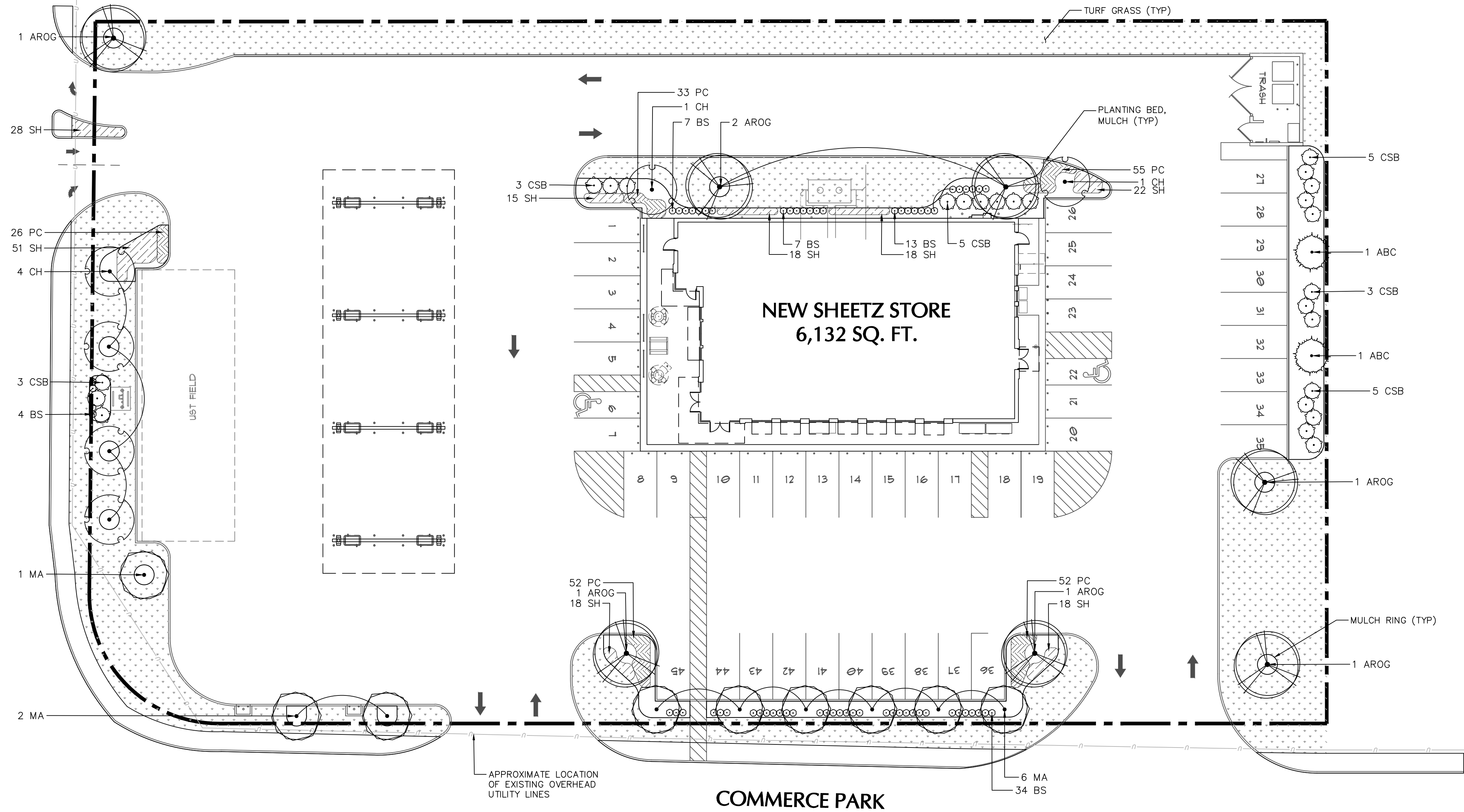
(1): BRICK VENEER
MFR: CONTINENTAL BRICK CO.
FIN: 680 MOD



(3): ANCHORED CAST STONE
MASONRY VENEER
FIN: CRAB ORCHARD



(8): METAL COPING, DARK BRONZE



PLANT SCHEDULE

KEY	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT		REMARKS
DECIDUOUS TREES						
AROG	7	ACER RUBRUM 'OCTOBER GLORY' / OCTOBER GLORY RED MAPLE	2" CAL.	B&B		
EVERGREEN TREES						
ABC	2	ABIES CONCOLOR / WHITE FIR	6-8' HT.	B&B		
FLOWERING TREES						
CH	6	CERCIS CANADENSIS 'HEARTS OF GOLD' / HEARTS OF GOLD EASTERN REDBUD	2" CAL.	B&B		SINGLE-STEM
MA	9	MALUS X 'ADIRONDACK' / ADIRONDACK CRABAPPLE	2" CAL.	B&B		
DECIDUOUS SHRUBS						
CSB	25	CORNUS SERICEA 'BAILEY' / BAYLEY'S RED TWIG DOGWOOD	5 GAL.			
EVERGREEN SHRUBS						
BS	65	BUXUS SEMPERVIRENS 'SUFFRUTICOSA' / SUFFRUTICOSA COMMON BOXWOOD	3 GAL.	CONTAINER		
KEY	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT	SPACING	REMARKS
GROUND COVERS						
PC	218	PHLOX STOLONIFERA / CREEPING PHLOX	1 GAL.	CONTAINER	15" o.c.	
ORNAMENTAL GRASSES						
SH	188	SPOROBOLUS HETEROLEPIS / PRAIRIE DROPSEED	1 GAL.	CONTAINER	18" o.c.	

LANGAN

Langan Engineering and
Environmental Services, LLC.
6000 Lombardo Center, Suite 210
Cleveland, OH 44131
T: 216.328.3300 F: 216.328.3301 www.langan.com

Project

SHEETZ
24700 Chagrin Blvd
Beachwood, OH 44122

CUYAHOGA COUNTY OHIO
Drawing Title

LANDSCAPE PLAN

Project No.

400148701

Date

Drawn By

ACW

Checked By

Drawing No.

LP101

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: November 28, 2025

RE: **P&Z 2025-45 Ordinance No. 2025-36**
Commerce Park Plaza 2023LLC
24700 Chagrin Boulevard
Rezoning



This request is for rezoning from U-7A General Office District to U-9 Motor Service District for the construction and operation of a restaurant and fueling station. 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 includes a concept development plan for the proposed use.

The subject site is on the southeast corner of Chagrin Boulevard and Commerce Park Road and consists of a total of 1.8 acres of land occupied by a bank and office building that is in poor condition. The U-7A and U-9 Districts have generally the same list of permitted uses with four (4) exceptions. The U-7A District permits multi-family dwellings above the first floor of buildings. Multi-family dwellings are not permitted in the U-9 District. Motels, automobile dealerships, and fueling stations are permitted in the U-9 District, but none of those three uses are permitted in U-7A Districts. While a restaurant is a permitted use in either District, the zoning change to U-9 would permit the proposed fueling station.

Currently there are only two (2) fueling stations that are located within the corporate limits of the City of Beachwood. Both are located on Chagrin Boulevard. One at the Chagrin and Richmond Road intersection and one at the Chagrin and Park East Drive intersection. Both of those locations experience traffic management issues due to the traffic volumes associated with the I-271 interchange. The applicant has provided a traffic study indicating that the uses can be acceptably accommodated at the proposed location.

P&Z 2025-45
Ordinance No. 2025-36
Commerce Park Plaza 2023LLC
24700 Chagrin Boulevard
Rezoning
November 28, 2025
Page 2

The Commission should be aware that one of the most common comments that the City's Economic Development Director receives from business owners in Commerce Park is the desire for more restaurant options. Being able to access the restaurant without having to get onto Chagrin Boulevard would be beneficial to the tenants in the industrial park.

The proposed plan is to construct a building of 6,132 square feet. The site plan also includes a canopied pump island with eight (8) pumps and sixteen (16) fueling stations. The proposed site development plan also includes the provision of 45 parking spaces. The submission package includes building elevations and a preliminary landscaping plan. The site development plan conforms to all of the setback requirements of the U-9 Motor Service District with the exception of the parking setback from Commerce Park Road. It should be noted that the parking for the existing office building is closer to the street right-of-way line than the proposed parking for the restaurant and fueling station. Should the rezoning be approved by City Council, the Commission will need to address the side street parking setback as part of the site development plan approval.

The Commission will need to act in the form of a recommendation to City Council on referred Ordinance 2025-36.

MEMORANDUM

CITY OF BEACHWOOD

PLANNING AND ZONING COMMISSION MEETING

Meeting Date: December 11, 2025

Report Date: November 25, 2025

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

AGENDA ITEM NO.5

P & Z 2025 -45 Rezoning 24700 Chagrin Boulevard, Beachwood Ohio (PPN # 742-25-010) from U-7A General Office to U-9 Motor Service District (Ordinance No. 2025-36, referred from Council October 20, 2025).

Engineering Dept. has no comments on this item.

Fire Prevention Bureau

P&Z Report

To: Planning and Zoning Commission
From: Matthew Domonkos, Assistant Chief
Date: 11/20/2025
Re: P&Z # 2025-45 24700 Chagrin Blvd. (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

PLANNING & ZONING APPLICATION

Form must be completed or will not be processed

APPLICATION DATE: 11/13/2025

OWNER OF BUILDING: Hamptons Apartments Owner LLC PHONE: 267-479-7324

STREET ADDRESS: 107 South 2nd Street, Ste. 500

CITY/STATE/ZIP: Philadelphia, PA 19106

APPLICANT: Jefferson M. Kiser PHONE: 614-464-6411

COMPANY OR FIRM: Vorys, Sater, Seymour and Pease LLP

EMAIL: jm kiser@vorys.com

STREET ADDRESS: 52 E. Gay St.

CITY/STATE/ZIP: Columbus, Ohio 43125

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

Jefferson M. Kiser, Esq.

DESCRIPTION OF THE PROPERTY:

ADDRESS: 27020-27060 Cedar Road, Beachwood, Ohio 44122 SUITE #

TENANT NAME: N/A

PERMANENT PARCEL # See Attached PRESENT USE: Apartments PROPOSED USE: No Change

PURPOSE OF APPLICATION: To effectuate a lot consolidation as required by the Cuyahoga Co. Auditor's Office. The property currently consists of 4 parcels and will be consolidated to 1.

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

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

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

Are there any special issues regarding this application that should be brought to the attention of the Planning Commission and Staff? If so, please explain. None

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

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

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



 SIGNATURE

 Jake Hollinger
 PRINTED NAME

 11/13/2025
 DATE

Recommendation to Council: ☐ YES ☐ NO Meeting Date:

Parcel Nos.

- 741-25-002
- 741-25-003
- 741-25-004
- 741-25-007

LOT CONSOLIDATION

CONSOLIDATION OF PARCELS ONE THROUGH SIX IN HAMPTON APARTMENTS OWNER LLC DEED AFFIDAVIT IN AID OF TITLE AS RECORDED IN INSTRUMENT 201901140277

CUYAHOGA COUNTY PARCEL NUMBERS 741-25-002, 741-25-003, 741-25-004, 741-25-007

BEING A PART OF THE ORIGINAL WARRENSVILLE TOWNSHIP LOT 10, NOW LOCATED IN THE CITY OF BEACHWOOD, COUNTY OF CUYAHOGA, AND STATE OF OHIO

CREATING PARCEL "A"

OWNERS ACCEPTANCE

I, (WE) THE UNDERSIGNED OWNER OF THE LANDS SHOWN HERON, DO HEREBY ACCEPT THIS LOT CONSOLIDATION PLAT AS SHOWN HERON.

SIGNATURE _____ PRINT NAME _____
HAMPTON APARTMENTS OWNER LLC

SIGNERS TITLE _____

NOTARY PUBLIC

COUNTY OF _____

STATE OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED OWNERS, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT, AND THAT IT WAS OF _____ FREE ACT AND DEED PERSONALLY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT

_____, THIS _____ DAY OF _____, _____

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

APPROVALS

CITY ENGINEER

THIS PLAT OF CONSOLIDATION HAS BEEN APPROVED BY THE CITY ENGINEER OF THE CITY OF BEACHWOOD.

ON THIS _____ DAY OF _____, _____

CITY ENGINEER - JOSEPH R. CIUNI _____

PLANNING COMMISSION

THIS LOT CONSOLIDATION HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF BEACHWOOD.

ON THIS _____ DAY OF _____, _____

CHAIRMAN OF PLANNING COMMISSION _____ PRINT NAME _____

SECRETARY OF PLANNING COMMISSION _____ PRINT NAME _____

REFERENCES

1. DEDICATION PLAT OF PART OF GEORGE ZEIGER DRIVE PAHESE III CUYAHOGA COUNTY PLAT VOLUME 258 PAGE 57
2. DEDICATION PLAT OF PART OF GEORGE ZEIGER DRIVE PHASE II CUYAHOGA COUNTY PLAT VOLUME 256 PAGE 94
3. DEDICATION PLAT FOR FASHION DRIVE CUYAHOGA COUNTY PLAT VOLUME 222 PAGE 70
4. LIMITED WARRANTY DEED FROM HAMPTONS-KM, LLC TO HAMPTONS APARTMENTS OWNER LLC DOCUMENT #201901080576
4. AFFIDAVIT IN AID OF TITLE FROM HAMPTONS APARTMENTS OWNER LLC DOCUMENT #201901140277
5. VACATION PLAT OF PART OF GEORGE ZEIGER DRIVE PHASE IV CUYAHOGA COUNTY PLAT VOLUME 262 PAGE 33

BASIS OF BEARINGS
THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH (N.0°00'00" E.) FROM GPS OBSERVATIONS UTILIZING THE OHIO STATE PLANE NORTH AMERICAN DATUM 1983 (NORTH ZONE, 2011 ADJ.) COORDINATE SYSTEM

NOTES

1. THESE PLANS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
2. THE PROJECT CONTROL COORDINATE SYSTEM IS BASED UPON THE FOLLOWING:
 - HORIZONTAL DATUM - PROJECT CONTROL COORDINATES FOR THIS PROJECT HAVE BEEN ESTABLISHED BY GPS/RTK OBSERVATIONS UTILIZING THE OHIO COORDINATE SYSTEM OF 1983 (ZONE 3401-OHIO NORTH). OHIO STATE PLANE GRID COORDINATE VALUES ARE EXPRESSED IN UNITS OF U.S. SURVEY FEET.
 - VERTICAL DATUM - NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
4. AN ALTA/ NSPS LAND TITLE SURVEY WAS NOT PERFORMED.
5. ALL DIMENSIONS GIVEN ARE EXPRESSED IN US SURVEY FEET.
6. IRON PINS SET, WHERE INDICATED HEREON, UNLESS OTHERWISE NOTED, ARE TO BE 5/8" SOLID REBAR, THIRTY INCHES LONG WITH YELLOW PLASTIC CAPS BEARING THE INSCRIPTION "VERDANTAS"

LEGEND

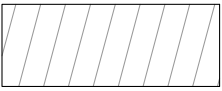
LINES

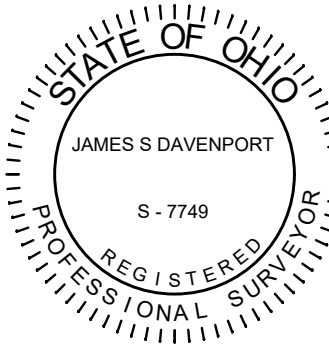
- _____ CENTERLINES
- _____ EX. R/W _____ EXISTING RIGHT OF WAY LINES
- _____ VACATED RIGHT OF WAY LINES
- _____ SUBDIVISION LINES
- _____ ORIGINAL LOT LINES
- _____ ORIGINAL PROPERTY LINES
- _____ DEED PARCEL LINES

SYMBOLS

-  MONUMENT BOX FOUND
-  IRON PIN FOUND
-  IRON PIPE FOUND
-  IRON PIN SET "VERDANTAS" CAP

PROPERTY LINE

-  PARCEL 1 DEED
-  PARCEL 2 DEED
-  PARCEL 3 DEED
-  PARCEL 4 DEED
-  PARCEL 5 DEED
-  PARCEL 6 DEED



I HEREBY CERTIFY THAT THE FOREGOING LOT CONSOLIDATION PLAT IS BASED ON A SURVEY PREPARED WITH ACTUAL FILED MEASUREMENTS IN ACCORDANCE WITH CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE.

JAMES DAVENPORT
OHIO REGISTERED SURVEYOR NO. 7749

DATE



ISSUED FOR:	ISSUE DATE:	SCALE:	DESIGNED BY:	DRAWN BY:	CHECKED BY:
	4/18/25	AS SHOWN	JD	JD	
NO	REVISION	DATE			
		4/18/25			

LOT CONSOLIDATION

27020-27060 CEDAR RD,
BEACHWOOD, OH, 44122

PROJECT NO.	
242518	
DISCIPLINE	
CIVIL	
SHEET NAME	
Lot Consolidation-1	
SHEET	OF
1	2

REFERENCES

1. DEDICATION PLAT OF PART OF GEORGE ZEIGER DRIVE PAHESE III CUYAHOGA COUNTY PLAT VOLUME 258 PAGE 57
2. DEDICATION PLAT OF PART OF GEORGE ZEIGER DRIVE PHASE II CUYAHOGA COUNTY PLAT VOLUME 256 PAGE 94
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SIGNATURE
HAMPTON APARTMENTS OWNER LLC

PRINT NAME

SIGNERS TITLE

NOTARY PUBLIC

COUNTY OF

STATE OF

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED OWNERS, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT, AND THAT IT WAS OF FREE ACT AND DEED PERSONALLY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT

, THIS DAY OF ,

NOTARY PUBLIC

MY COMMISSION EXPIRES

CONDOMINIUM PLAT

THE VANTAGE APARTMENTS
CONDOMINIUM

27020-27060 CEDAR ROAD, BEACHWOOD, OHIO 44122

CUYAHOGA COUNTY PARCEL NUMBER 741-25-

BEING A PART OF THE ORIGINAL WARRENSVILLE TOWNSHIP LOT 10, NOW LOCATED IN THE CITY OF BEACHWOOD, COUNTY OF CUYAHOGA, AND STATE OF OHIO

PARCEL "A" AREA

AREA = 823995 SQ. FT. 18.8163 ACRES

BASIS OF BEARINGS
THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH (N.0°00'00" E.) FROM GPS OBSERVATIONS UTILIZING THE OHIO STATE PLANE NORTH AMERICAN DATUM 1983 (NORTH ZONE, 2011 ADJ.) COORDINATE SYSTEM

NOTES

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 - HORIZONTAL DATUM - PROJECT CONTROL COORDINATES FOR THIS PROJECT HAVE BEEN ESTABLISHED BY GPS/RTK OBSERVATIONS UTILIZING THE OHIO COORDINATE SYSTEM OF 1983 (ZONE 3401-OHIO NORTH), OHIO STATE PLANE GRID COORDINATE VALUES ARE EXPRESSED IN UNITS OF U.S. SURVEY FEET.
 - VERTICAL DATUM - NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
4. AN ALTA/ NSPS LAND TITLE SURVEY WAS NOT PERFORMED.
5. ALL DIMENSIONS GIVEN ARE EXPRESSED IN US SURVEY FEET.
6. IRON PINS SET, WHERE INDICATED HEREON, UNLESS OTHERWISE NOTED, ARE TO BE 5/8" SOLID REBAR, THIRTY INCHES LONG WITH YELLOW PLASTIC CAPS BEARING THE INSCRIPTION "VERDANTAS"

LEGEND

LINES

- CENTERLINES
- *EX. RW* ——— EXISTING RIGHT OF WAY LINES
- VACATED RIGHT OF WAY LINES
- SUBDIVISION LINES
- ORIGINAL LOT LINES
- ORIGINAL PROPERTY LINES
- DEED PARCEL LINES

SYMBOLS

-  MONUMENT BOX FOUND
-  IRON PIN FOUND
-  IRON PIPE FOUND
-  IRON PIN SET "VERDANTAS" CAP

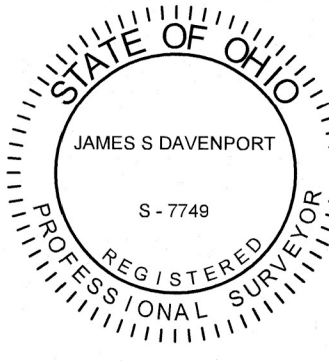
— . . — PROPERTY LINE

verdantas

EXHIBIT A TO THE DECLARATION
OF THE VANTAGE APARTMENTS
CONDOMINIUM

27020-27060 CEDAR RD,
BEACHWOOD, OH, 44122

PROJECT NO.	
242518	
DISCIPLINE	
SURVEY	
SHEET NAME	
Condo-1	
SHEET	OF
1	16



I HEREBY CERTIFY THAT THE FOREGOING CONDOMINIUM PLAT IS BASED ON A SURVEY PREPARED WITH ACTUAL FILED MEASUREMENTS IN ACCORDANCE WITH CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE. THIS PLAT REFLECTS THE IMPROVEMENTS AND RECORDED EASEMENTS AS IT PERTAINS TO CHICAGO TITLE INSURANCE COMPANY SEARCH OF EXCEPTIONS TO TITLE IN SCHEDULE B, PART II COMMITMENT NUMBER 1809004 DATED DECEMBER 25, 2018 AT 8:00 AM FOR CENTER COURT CONDOMINIUM, AND THIS DRAWING AND CERTIFICATION ARE INTENDED FOR THE SOLE AND LIMITED PURPOSE OF COMPLYING WITH THE PROVISIONS OF SECTION 5311.07 OF THE OHIO REVISED CODE.

James S. Davenport
JAMES DAVENPORT
OHIO REGISTERED SURVEYOR NO. 7749
10/23/25
DATE

NOTES

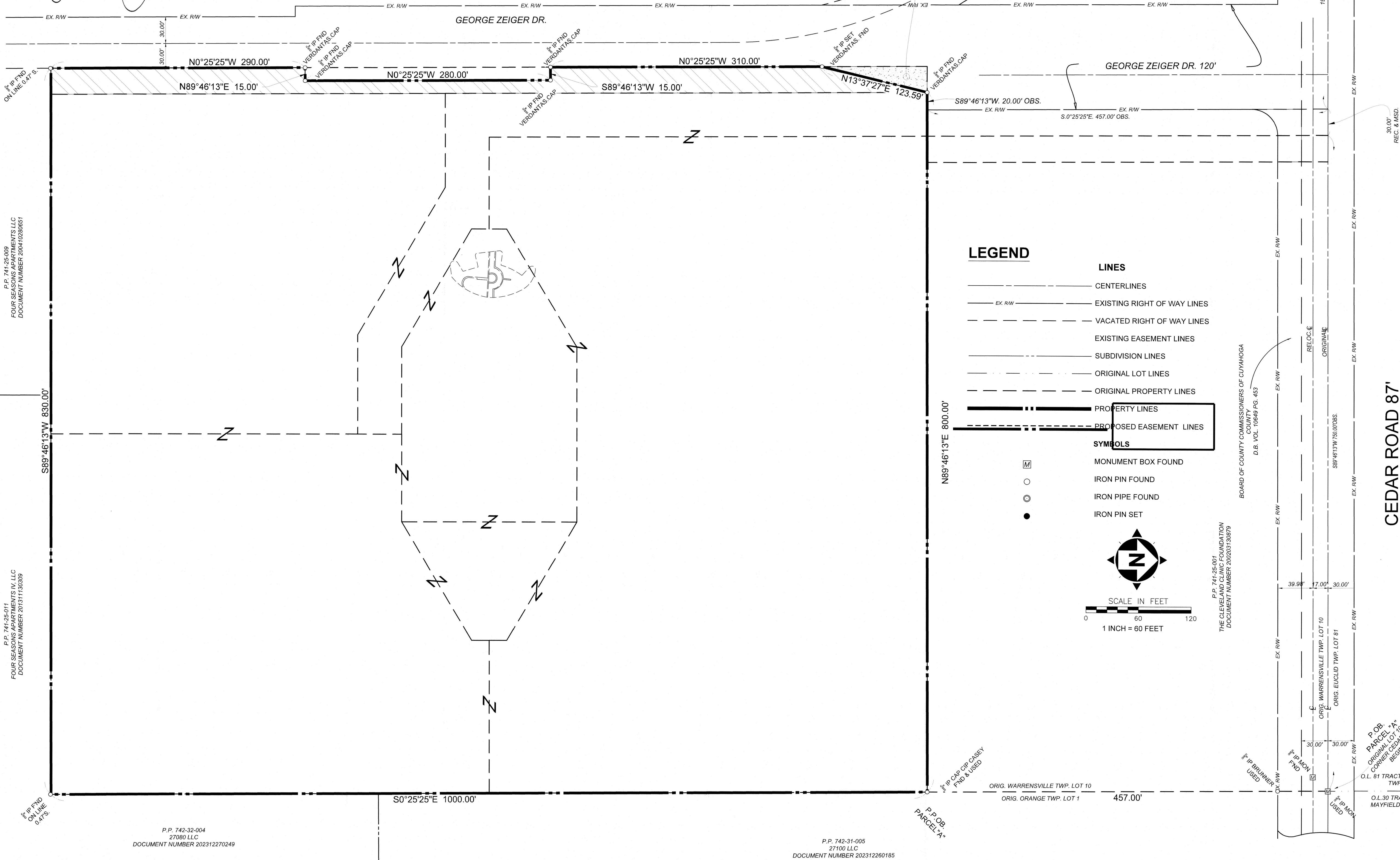
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 - IRON PINS SET, WHERE INDICATED HEREON, UNLESS OTHERWISE NOTED, ARE TO BE 5/8" SOLID REBAR, THIRTY INCHES LONG WITH YELLOW PLASTIC CAPS BEARING THE INSCRIPTION "VERDANTAS"

AREA DEDICATED TO THE CITY OF BEACHWOOD FOR RIGHT OF WAY

GEORGE ZEIGER DRIVE
(A PUBLIC ROAD - WIDTH VARIES)
(FORMERLY KNOWN AS FASHION DRIVE)
DEDICATION VOL. 222 OF MAPS PG. 70
NAME CHANGED BY ORD. NO. 1983-104

BEING A PART OF ORIGINAL
WARRENSVILLE TOWNSHIP LOT NO. 10
NOW IN THE CITY OF BEACHWOOD,
CUYAHOGA COUNTY, OHIO



P.P. 742-32-004
27060 LLC
DOCUMENT NUMBER 202312270249

P.P. 742-31-005
27100 LLC
DOCUMENT NUMBER 202312260185

EXHIBIT A TO THE DECLARATION OF THE VANTAGE APARTMENTS CONDOMINIUM

27020-27060 CEDAR RD,
BEACHWOOD, OH, 44122

PROJECT NO.	242518
DISCIPLINE	CIVIL
SHEET NAME	Condo-2
SHEET	2
OF	16

ISSUED FOR:	NO	REVISION	DATE
ISSUE DATE:	4/19/25		11/2/24
SCALE:	AS SHOWN		
DESIGNED BY:	JD		
DRAWN BY:	JD		
CHECKED BY:			

verdantas

April 18, 2025

Consolidated Description

Situated in the City of Beachwood, County of Cuyahoga, and State of Ohio, and known as being a part of Original Warrensville Township Lot No. 10 and is further bounded and described as follows:

Beginning at an iron pin monument box in the centerline of Cedar Road, as originally established as 60 feet wide, at the northeasterly corner of said Original Lot Number. 10;

Thence South 0°25'25" East, along the easterly line of said Original Lot Number 10, 457.00 feet to a 5/8" iron pin with cap stamped "CIP Casey" and the principal point of beginning;

Thence continuing South 0°25'25" East, along said easterly line of Original Lot Number 10, 1000.00 feet to the northeasterly corner of land conveyed to Four Seasons Apartments IV, LLC who claims title by instrument recorded in Document Number 201311130309 of Cuyahoga County Records, and said corner being referenced by a 5/8" iron pin found 0.47 feet South;

Thence South 89° 46' 13" West, along the northly line of said land conveyed to Four Seasons Apartments IV, LLC Document Number 201311130309, and along the northerly line of land conveyed to Four Seasons Apartments IV, LLC who claims title by instrument recorded in Document Number 200410280651 of Cuyahoga County Records, 830.00 feet to the easterly line of George Zeiger Drive (formerly known as Fashion Drive) as shown by plat recorded in Volume 222, Page 70 and Volume 258, Page 57 of the Cuyahoga County Map Records as referenced by a 5/8" iron pin found 0.42 feet South;

Thence North 0° 25' 25" West, along said easterly line of George Zeiger Drive, 290.00 feet to an iron pin set;

Thence North 89° 46' 13" East, along said easterly line of George Zeiger Drive, 15.00 feet to an iron pin set;

Thence North 0° 25' 25" West, along said easterly line of George Zeiger Drive, 280.00 feet to an iron pin set;

Thence South 89° 46' 13" West, along said easterly line of George Zeiger Drive,
15.00 feet to an iron pin set;

Thence North 0° 25' 25" West, along said easterly line of George Zeiger Drive,
310.00 feet to an iron pin set at the most southerly corner of the area Dedicated to the
City of Beachwood for Right of Way as shown by said Dedication Plat of George
Zeigler Drive as recorded in Plat Volume 258 Page 57 of the Cuyahoga County
Records;

Thence North 13° 37' 27" East, along the easterly line of said Dedication to the City
of Beachwood, 123.59 feet to an iron pin set at the northeasterly corner of the area
Dedicated to the City of Beachwood and a southerly line of George Zeigler Drive;

Thence North 89° 46' 13" East, along said southern line of George Zeigler Drive and
along the southerly line of land conveyed to The Cleveland Clinic Foundation, as
conveyed by instrument recorded in Document Number 200203130879 of the
Cuyahoga County Records, 800.00 feet to the point of beginning and containing
about 18.9163 acres as described from survey in April, 2025 by James S Davenport,
Ohio Professional Surveyor No. 7749 of Verdantas, be the same, more or less, but
subject to all legal highways.

Bearings are based upon GPS/RTK observations utilizing the Ohio Department of
Transportation's VRS network of Continuously Operating Reference Stations.
Horizontal Datum is North American Datum 1983 (2018 Geoid).



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: November 28, 2025

RE: **P&Z 2025-46** **Jefferson Kiser**
Hamptons Apartments Owner LLC
27020 – 27060 Cedar Road
Consolidation Plat



The applicant is requesting approval to consolidate all of their existing parcels into a single parcel that would be a total of 18.9 acres and would have 880 feet of frontage on George Zeiger Drive. The subject site is in the U-3A High-Rise Apartment District. The consolidated parcel will conform to all of the area and frontage requirements of the U-3A District.

Approval is recommended subject to compliance with the comments of the City Engineer.

MEMORANDUM

CITY OF BEACHWOOD

PLANNING AND ZONING COMMISSION MEETING

Meeting Date: December 11, 2025

Report Date: November 25, 2025

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

AGENDA ITEM NO.6

P & Z 2025 -46 Jefferson Kiser has requested preliminary and final approval for lot consolidation of PPN's 741-25-002, 741-25-003, 741-25-004 and 741-25-007, creating Parcel A, for 27020-27060 Cedar Road.

This Lot Consolidation appears to be already completed. However, the County informed the owner the previous consolidation was not recorded properly.

We hereby recommend this Lot Consolidation for preliminary and final approval. It meets all City and County standards.

Fire Prevention Bureau

P&Z Report

To: Planning and Zoning Commission
From: Matthew Domonkos, Assistant Chief
Date: 11/20/2025
Re: P&Z # 2025-46 27020-27060 Cedar (Lot Consolidation)

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: 11/2/2025

OWNER OF BUILDING: Courtney & Aaron Everchik PHONE: (216) 287-5773

STREET ADDRESS: 2350 Beachwood Blvd

CITY/STATE/ZIP: Beachwood, OH 44122

APPLICANT: Courtney & Aaron Everchik PHONE: (216) 287-5773

COMPANY OR FIRM: N/A

EMAIL: Courtneyeverchik@gmail.com

mailing STREET ADDRESS: 2526 Lafayette Dr

CITY/STATE/ZIP: University Heights, OH 44118

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

Courtney Everchik - courtneyeverchik@gmail.com

Vicki Lichtenstein - vicki.everchik@gmail.com; Mikhail Sudnitsyn (architect)
lms-group@hotmail.com

DESCRIPTION OF THE PROPERTY:

ADDRESS: 2350 Beachwood Blvd, Beachwood, OH 44122

SUITE # —

TENANT NAME: N/A

PERMANENT PARCEL # 741 - 10 - 026 PRESENT USE: Residential home

PROPOSED USE: Residential home

PURPOSE OF APPLICATION: please see attached

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

- ☐ Preliminary site plan approval
- ☐ Final site plan approval
- ☐ Lot split
- ☐ Lot consolidation
- ☐ Conditional use permit
- ☐ Rezoning
- ☐ Zoning text amendment
- ☐ Other _____

☒ Request for a variance.

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

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

Please see attached

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. Please see attached

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.

Courtney Frenchick
SIGNATURE

Courtney Frenchick
PRINTED NAME

11/2/2025
DATE

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

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

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

Preliminary Approval: _____
Date

Final Approval: _____
Date

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



PROPERTY TAX SUMMARY (from the Cuyahoga County Auditor Website)

Primary Owner	EVENCHIK, AARON S. & COURTNEY B.
Property Address	2350 Beechwood BLVD Beachwood, OH 44122
Tax Mailing Address	AARON S. & COURTNEY B. EVENCHIK 2536 LAFAYETTE DR UNIVERSITY HTS, OH 44118
Description	8 GREENL 0007 NP
Property Class	SINGLE FAMILY DWELLING
Parcel Number	741-10-026
Taxsect	Beachwood
Tax Year	2025 Pay 2026 ▾

Outstanding Delinquent Taxes

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

Assessed Values - Pending

Land Value
Building Value
Total Value
Homestead Value

Market Values - Pending

Land Value
Building Value
Total Value

Flags

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

First Half Year Charge Amounts - Pending

Gross Tax
Less 920 Reduction
Sub Total
Non-business Credit
Owner Occupancy Credit
Homestead Reduction
Total Assessments
Half Year Net Taxes

Second Half Year Charge Amounts - Pending

Gross Tax
Less 920 Reduction
Sub Total
Non-business Credit
Owner Occupancy Credit
Homestead Reduction
Total Assessments
Half Year Net Taxes

Rates - Pending

Full Rate
920 Reduction Rate
Effective Rate

Escrow

Escrow N
Payment Amount \$.00

2350 Beachwood Blvd, PPN 741-10-026, Mrs. Courtney Evenchik

Beachwood Planning Commission – Dec. 11, 2025

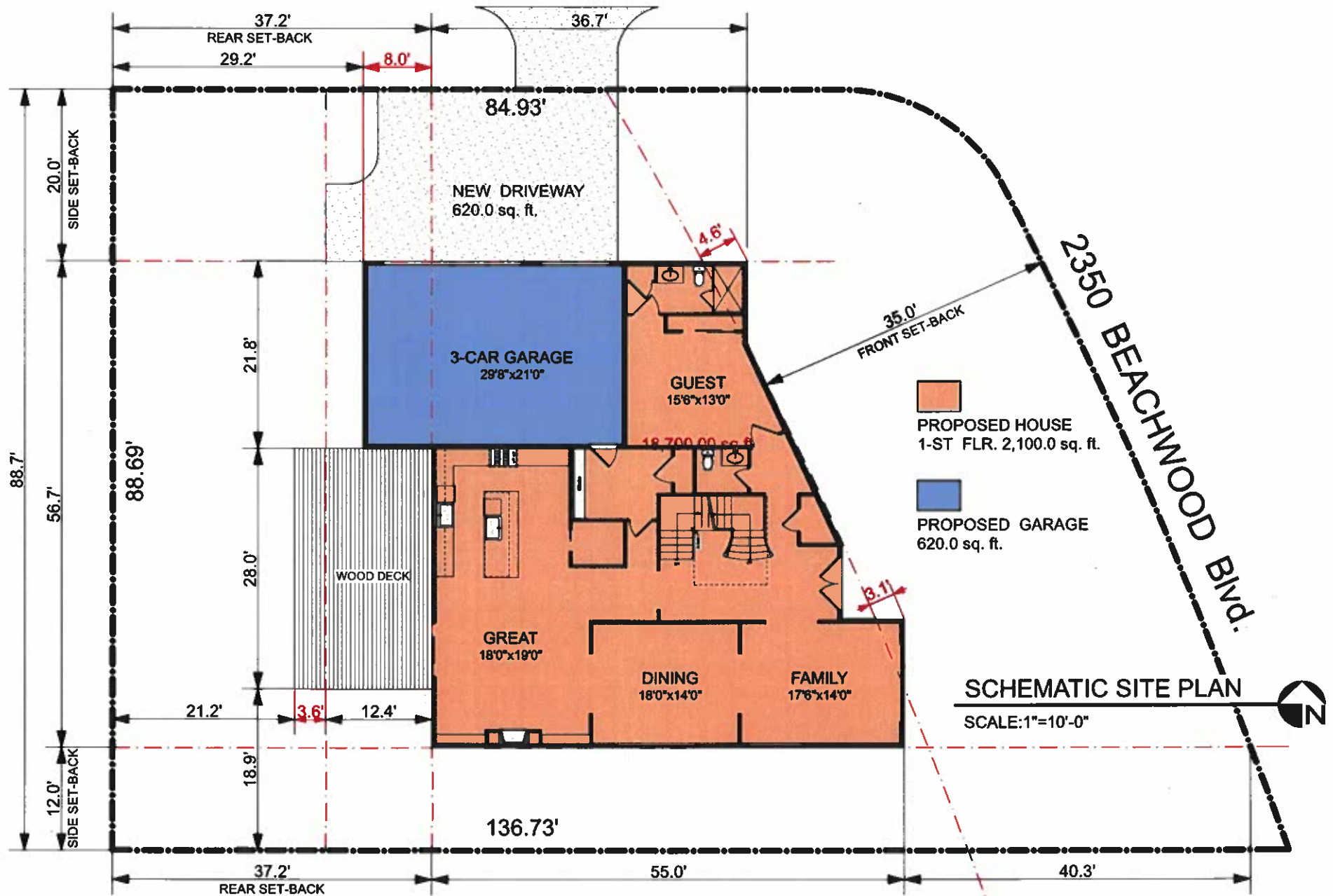
AERIAL PHOTO



Tax Balance Summary	Charges \$2,564.25	Payments \$2,564.25	Balance Due \$0.00	
Charge and Payment Detail				
Taxset	Charge Type	Charges	Payments	Balance Due
Beechwood	Prior year tax - 2024	\$2,492.03	\$2,492.03	\$0.00
	DELQ BALANCE	\$2,492.03	\$2,492.03	\$0.00
C100030C-SEWER MAINTENANCE				
	Prior year tax - 2024	\$36.11	\$36.11	\$0.00
	DELQ BALANCE	\$36.11	\$36.11	\$0.00
C100030S-Sewer Maintenance				
	Prior year tax - 2024	\$36.11	\$36.11	\$0.00
	DELQ BALANCE	\$36.11	\$36.11	\$0.00
Total Balance		Charges \$2,564.25	Payments \$2,564.25	Balance Due \$0.00

PURPOSE OF THE APPLICATION – REASON FOR THE VARIANCE HARDSHIP REQUEST

1. The lot is not square. Instead, it is angled into a 5-street intersection. As a result, to meet the front setback requirement, the home will generally follow the same angle (making it unique!). However, there are two square areas in front of the home that will come into the front curved setback. We seek a variance for those two front areas, 4.6 feet for one and 3.1 feet for the second, to permit the home to be constructed in a small part of the front setback. Beachwood typically provides variances for oddly shaped corner lots.
2. Because of the shape of the lot, one side of the home set-back more than the second. As a result, the area where the garage is located is pushed back as well. We seek a variance to permit the garage to be extended an additional 8 feet into the rear yard. If the lot was square this variance would not be necessary. This will enable us to have the garage we need to house us, our children, and possibly our parents in our first-floor guest suite as they age. It will also permit their cars to be housed in a garage and protected from adverse weather. Finally, because the variance is on the Greenlawn side, it will appear to be a side yard and is much larger than the adjacent side yard setback. It will not look out of place. But for the shape of the lot, we would not need to ask for this variance.
3. Finally, we seek a 3.6 feet variance to extend our deck into the 29.2 feet area of the backyard. This is because under the code, the deck would be limited to 12.4 feet wide, and we need a wider deck to be able to host everyone who is eating in our sukkah during the Jewish holiday of Sukkot.



Residential Deck/ Patio Calculations

Date: 11/06/2025

Address: 2350 Beachwood Bv.

Lot Information: 96.30' x 124.00'

Total square foot of Lot Area: 11,036.00'

Required: 1113.03 - Rear yards.

In a Class U-1 District, every building erected shall have a rear yard. The least dimension of such rear yard shall be thirty percent (30%) of the average depth of the lot, but such least dimension need not be more than forty feet (40'), provided such least dimension shall be in no case less than one-half ($\frac{1}{2}$) of the height of the building. Decks and similar unenclosed structures, or portions thereof, may extend into said rear yards, but no such structure shall extend closer to the rear lot line than a least dimension of twenty percent (20%) of the average depth of the lot.

Required: $124.00' \times 20\% = 24.80'$

Proposed: 21.20'

Variance: 3.60'

Residential Calculations

Date: 09/02/2025

Address: 2350 Beachwood Bv.

Lot Information: 96.30' x 124.00'

Total square foot of Lot Area: 11,036.00'

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

Required: 37.20'

Proposed: 29.20'

Variance: 8.00'

Front Yard: Distance of building line back from the right of way shall be 20% of the depth or 35' whichever is greater.

Along the side line of a corner lot, the distance of the building line back from the street right of way line shall be 20% of the average width of such lot, or 20' whichever is greater.

Required: 35.00'

Proposed: 30.40' North Side and 31.90' South Side.

Variance: 4.60' North Side and 3.10' South Side

Side Yards: BCO 1113.05 Table

Required: 12.00'

Greenlawn Side: 20.00'

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: November 29, 2025

RE: **P&Z 2025-47 Courtney Evenchik**
2350 Beachwood Boulevard
Setback Variances



The applicant is requesting approval of several variances in order to construct a new dwelling on the subject site. The subject site is oddly shaped with one side lot line being 40 feet shorter than the other side lot line. In addition, the subject site is a corner lot being located on the corner of Beachwood Boulevard and Greenlawn Avenue. The proposed dwelling has a footprint (including the garage) of 2,762 square feet.

The proposed site plan requires two (2) relatively small front setback variances. One corner of the house encroaches 4.6 feet into the Code required front setback of 35 feet (or approximately 13%), while the other corner would encroach 3.1 feet (9%). Both encroachments are only for small triangular pieces so that the actual area of the combined front yard encroachments is extremely small (about 30 square feet).

The applicant is also seeking two (2) rear setback variances. One variance is 8 feet to permit the construction of a three-car garage. The Code requires a rear yard building setback on the subject site of 37.2 feet. The site plan proposes a 29.2 feet setback. That equates to a rear building setback variance of 8 feet or approximately 21%. The other variance is for the rear setback for the deck. The Code requires a minimum rear setback for the deck of 24.8 feet. The proposed plan indicates a rear setback for the deck of 21.2 feet, which would require a variance of 3.6 feet or 14% of the requirement.

While there are multiple variances required, the footprint of the dwelling is not excessive and none of the variances are substantial. Because this is a corner lot, the rear lot line is actually the side lot line for the adjacent property. As a result, both the building and the deck will be further from that neighbor than if this were an interior lot. It appears that there is a practical difficulty created by the odd shape of

the lot and the large difference in the length of the two side lot lines. In addition, the two front setback variances represent such a small encroachment into the setback as to be de minimis.

The Commission has final authority to either grant or deny the requested variances. Should the Commission determine to grant approval, 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 1113.03 with regard to the required rear setback for the building and the deck, and Code Section 1113.04 with regard to the front building setback.
2. Granting variances of 3.1 feet and 4.6 feet to Section 1113.04 to permit the front corners of the dwelling to be less than the required 35 feet from the street right-of-way line.
3. Granting a variance of 8 feet to Section 1113.03 to permit the dwelling to have a rear setback of 29.2 feet in lieu of the Code required 37.2 feet.
4. Granting a variance of 3.6 feet to permit the deck to have a rear setback of 21.2 feet in lieu of the Code required minimum of 24.8 feet.

MEMORANDUM

CITY OF BEACHWOOD

PLANNING AND ZONING COMMISSION MEETING

Meeting Date: December 11, 2025

Report Date: November 25, 2025

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

AGENDA ITEM NO. 7

P & Z 2025 -47

Courtney Evenchick has requested a 3.6 ft. rear yard setback variance for a new deck, in accordance with BCO Section 1113.03 Rear Yards, an 8 ft. rear yard setback variance, in accordance with BCO Section 1113.03 Rear Yards, a 4.6 ft. north side front yard setback variance and a 3.1 ft. south side front yard setback variance, in accordance with BCO Section 1114.04 Location of Building Line, for a new house to be located at 2350 Beachwood Blvd.

Due to the irregular shape of this corner lot, we recommend approval of this request.

Fire Prevention Bureau

P&Z Report

To: Planning and Zoning Commission
From: Matthew Domonkos, Assistant Chief
Date: 11/20/2025
Re: P&Z # 2025-47 2350 Beachwood Blvd. (Variance)

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

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

Matthew Domonkos

Matthew Domonkos
Assistant Fire Chief



25325 Fairmount Blvd. • Beachwood, Ohio 44122

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

Email: Building@beachwoodohio.com

PLANNING & ZONING APPLICATION

Form must be completed or will not be processed

APPLICATION DATE: _____

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

STREET ADDRESS: 24400 Cedar Road

CITY/STATE/ZIP: Beachwood, Ohio 44124

APPLICANT: Cody Crum PHONE: 440-884-3100

COMPANY OR FIRM: Neff and Associates

EMAIL: CCRUM@NEFF-ASSOC.COM

STREET ADDRESS: 6405 York Road

CITY/STATE/ZIP: Parma Heights, Ohio 44130

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

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

Chris Sponseller (Christopher.Sponseller@thompsonhine.com)

DESCRIPTION OF THE PROPERTY:

ADDRESS: 24400 Cedar Road SUITE # _____

TENANT NAME: The Hangar Club

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

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

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

☐ Preliminary site plan approval

☐ Final site plan approval

☒ Lot split

☐ Lot consolidation

☐ Conditional use permit

☐ Rezoning

☐ Zoning text amendment

☐ Other _____

☒ Request for a variance.

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

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

Maintain the Hangar as a social club.

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

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

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

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

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

approved plans.

 SIGNATURE	<u>CODY W. CRUM</u> PRINTED NAME	<u>07-15-25</u> 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](#)

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Primary Owner

24400 Cedar Road

Property Address

24400 Cedar RD Beachwood, OH 44122

Tax Mailing Address

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

Description

9 UNION NWC COMMUNITY DR NEXT W

Property Class

RACQUETBALL AND TENNIS CLUBS

Parcel Number

741-12-001

Taxset

Beachwood

Tax Year

2024 Pay 2025

PAY BY E-CHECK OR CREDIT/DEBIT CARD

Summary By Tax Year 2024 Pay 2025

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

Assessed Values

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

Half Year Charge Amounts

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

Market Values

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

Rates

Full Rate	121.71
920 Reduction Rate	.395209
Effective Rate	73.609058

Flags

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

Escrow

Escrow	N
Payment Amount	\$.00

Tax Balance Summary

Charges

\$26,811.78

Payments

\$13,407.05

Balance Due

\$13,404.73

2024 (pay in 2025) Charge and Payment Detail

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

Total Balance

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

PAY BY E-CHECK OR CREDIT/DEBIT CARD

Top

View Map

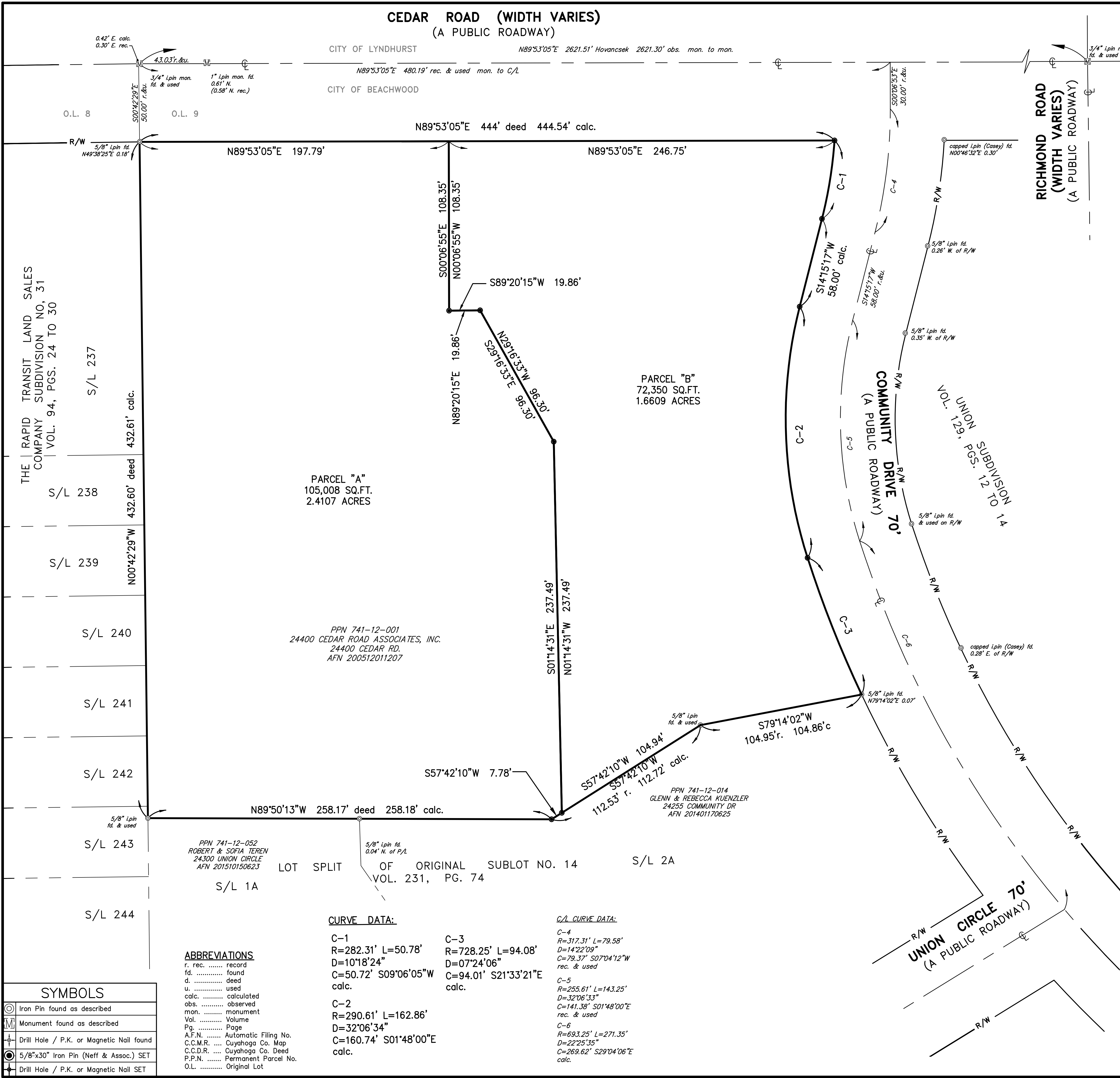
Updated :07/16/2025 03:42:34 AM

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

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

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

THANK YOU



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

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: _____ 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 SUBLT 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

STATE OF OHIO
REGISTERED PROFESSIONAL SURVEYOR
TERRENCE E. WORSECH
S-8138

10/28/2025
DATE

1	10-28-25	Submittal to City
	07-02-25	Submit to Client
REV NO	DATE	DESCRIPTION
DWG NAME	DRAWN BY	CHKD BY
15066-E	CWC	TEW
		JOB NO
		15066

60
30
15
0
SCALE
1 INCH = 30 FEET
24 x 36
SHEETS ONLY

NORTH

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

NEFF & ASSOCIATES
Civil Engineers • Landscaping Architects • Planners • Surveyors
6445 W. 140th Street, Suite 100
Cuyahoga Falls, OH 44088-5100 | Tel: 440.884.3104 | www.neff-assoc.com

SHEET NO.
1 OF 1

Page 60 of 95

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: December 2, 2025

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



The applicant has revised this request for a lot split plat and is now requesting to divide existing PP No. 741-12-001 into two (2) parcels. The subject site is zoned U-1 A-1 Single-Family Residential District. If split, Parcel A would contain 2.41 acres and would have 198 feet of frontage on Cedar Road. Parcel B would contain approximately 1.66 acres and would have 246 feet of frontage on Cedar Road and would have extensive frontage on Community Drive. Both parcels meet the area and lot width requirements for lots in the U-1 A-1 District.

The Commission has final authority to approve the lot split as configured. It is recommended that the Commission grant approval subject to any comments of the City Engineer.

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 - Tabled

P & Z 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.**

We have reviewed this application, and the Lot Split meets all City and County Standards and we hereby recommend it for approval.

This is a revised Lot Split from the original submittal, and it no longer needs a lot frontage variance, because the split is now into 2 lots and not 3.

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

PLANNING & ZONING APPLICATION

Form must be completed or will not be processed

APPLICATION DATE: 08/04/2025

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

STREET ADDRESS: 4400 Renaissance Pkwy, Suite 1

CITY/STATE/ZIP: Warrensville Heights, Ohio 44128

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

COMPANY OR FIRM: Simonovic Law LLC

EMAIL: Leasing@1stallinvestments.com

STREET ADDRESS: 4400 Renaissance Pkwy, Suite 1

CITY/STATE/ZIP: Warrensville Heights, Ohio 44128

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

Dmitry Belkin, Jeromy Simonovic, Brian Green, Leon Sampat

DESCRIPTION OF THE PROPERTY:

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

TENANT NAME: 23533 Mercantile LLC c/o Dmitry Belkin

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

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

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

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

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

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

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

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

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

Planning & Zoning Submission Requirements:

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

Planning & Zoning Submission Filing Fees & Deposits:

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

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

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

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

SIGNATURE

PRINTED NAME

DATE

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

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

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

Preliminary Approval: _____ Date _____ Final Approval: _____ Date _____

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

Primary Owner	23533 MERCANTILE LLC
Property Address	23533 MERCANTILE RD BEACHWOOD, OH 44122
Tax Mailing Address	23533 MERCANTIEL 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	\$.00
Owner Occupancy Credit	\$.00
Homestead Reduction	\$.00
Total Assessments	<u>\$404.50</u>
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

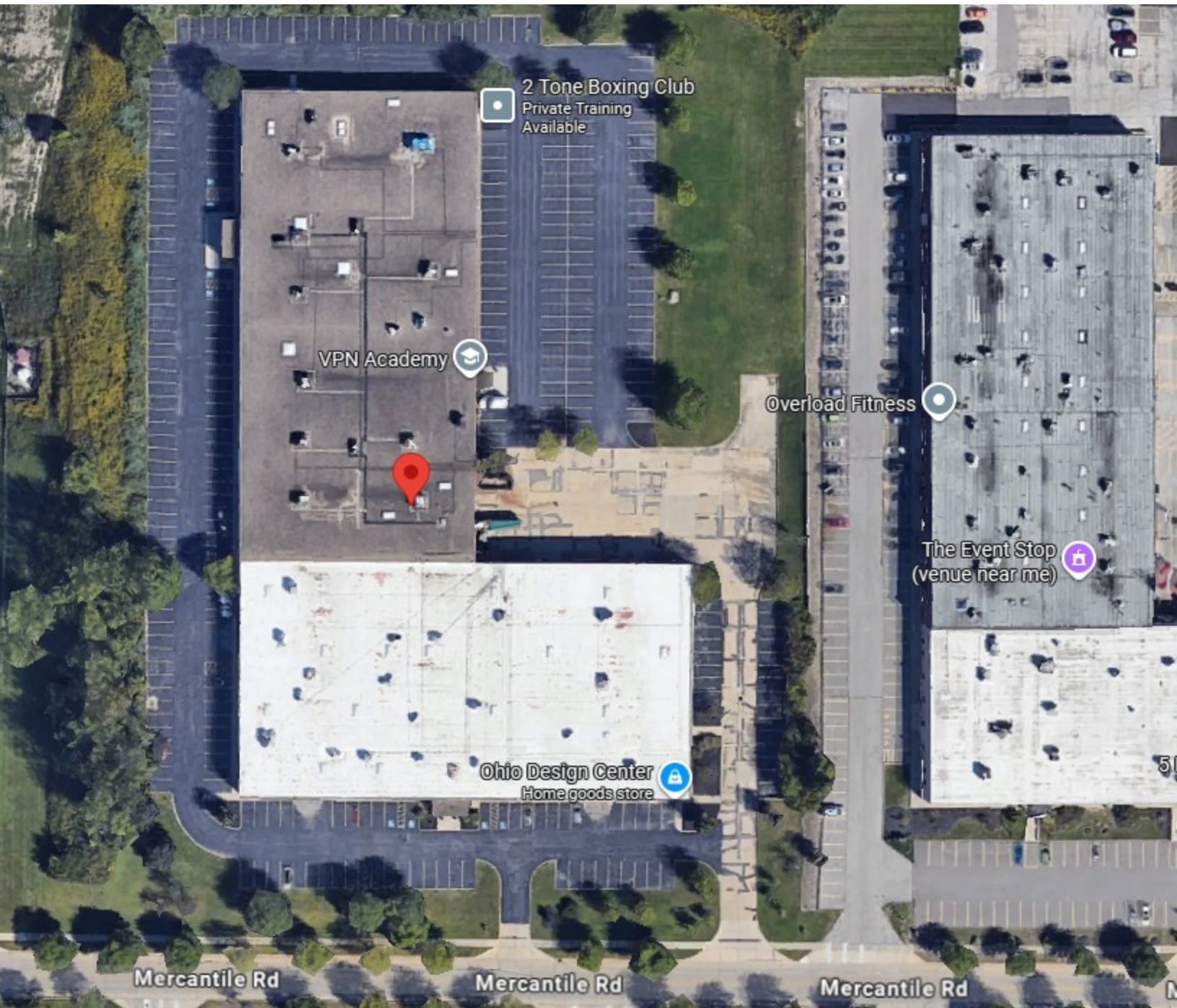
Escrow

Escrow	N
Payment Amount	\$.00

Tax Balance Summary	Charges \$105,158.90	Payments \$52,576.40	Balance Due \$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	\$.00
	1ST HALF BALANCE	\$52,171.90	\$52,171.90	\$.00
	2nd half tax	\$52,178.00	\$.00	\$52,178.00
	2ND HALF BALANCE	\$52,178.00	\$.00	\$52,178.00
C100030C-SEWER MAINTENANCE	1st half tax - 2024	\$202.25	\$202.25	\$.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,

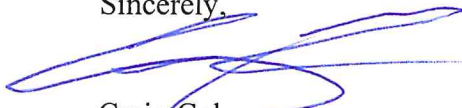
It is my pleasure to share my experience marketing the property located at 23533 Mercantile Road, Beachwood, Ohio 44122. By way of background, I am a licensed commercial real estate broker with over 20 years of experience specializing in retail and other commercial properties throughout Ohio. My brokerage 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.

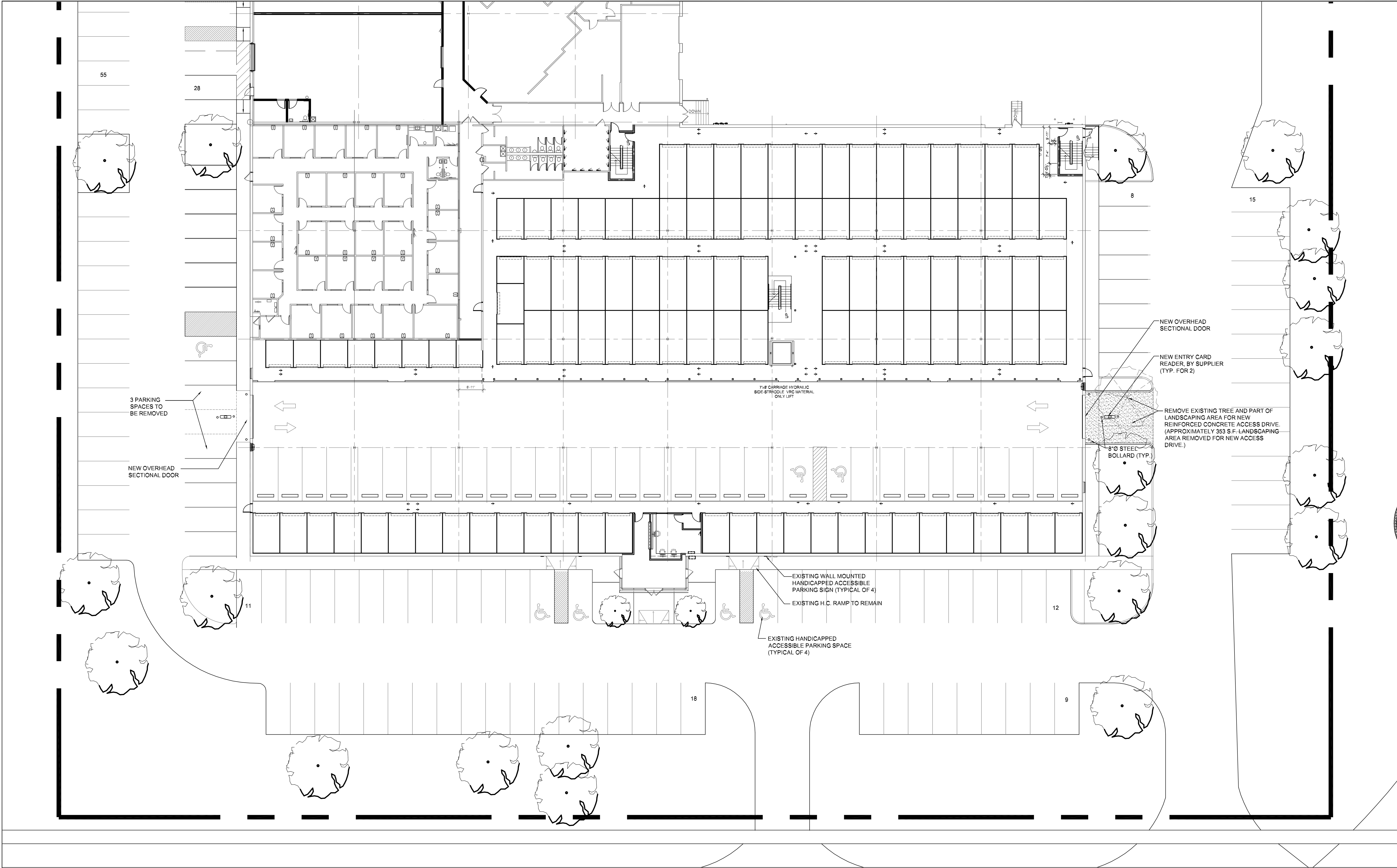
Despite investing considerable time and resources into marketing efforts, the building was extremely difficult to lease. As a result, we were left with large pockets of vacancies.

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

Sincerely,



Craig Cohen



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

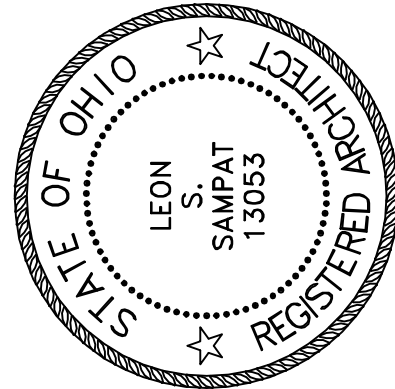
PARKING:
EXISTING PARKING: 251 SPACES
PROPOSED PARKING: 248 SPACES

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

REV.	DATE

LS ARCHITECTS

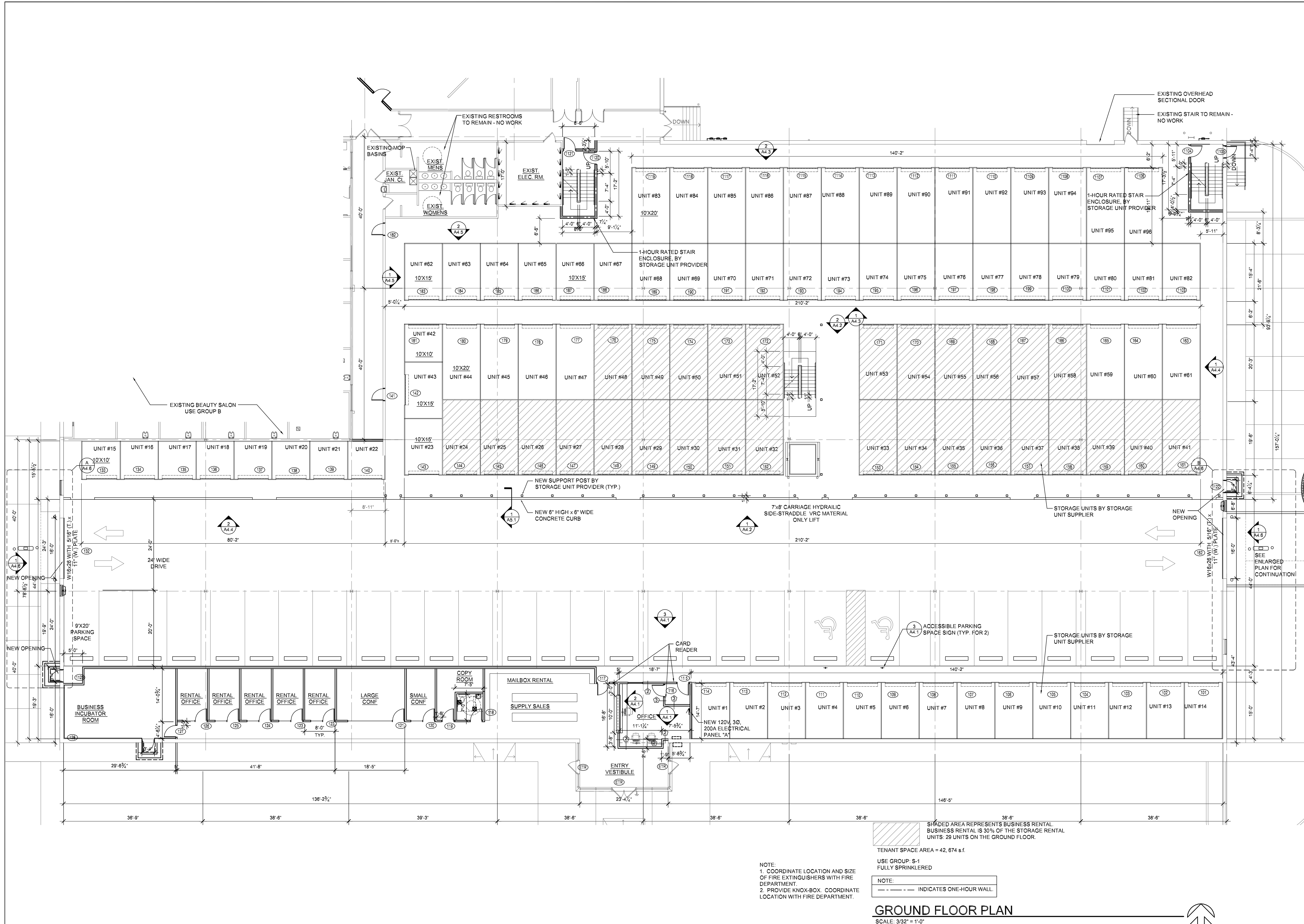
22082 LORAIN ROAD
FAIRVIEW PARK, OH 44126
PHONE 216-403-9854 FAX 440-76-8837



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



REV.

DATE

LS ARCHITECTS

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

STATE OF OHIO

LEON S. SAMPAT
SINCE 13053
REGISTERED

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.

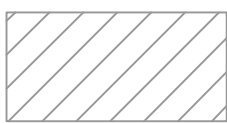
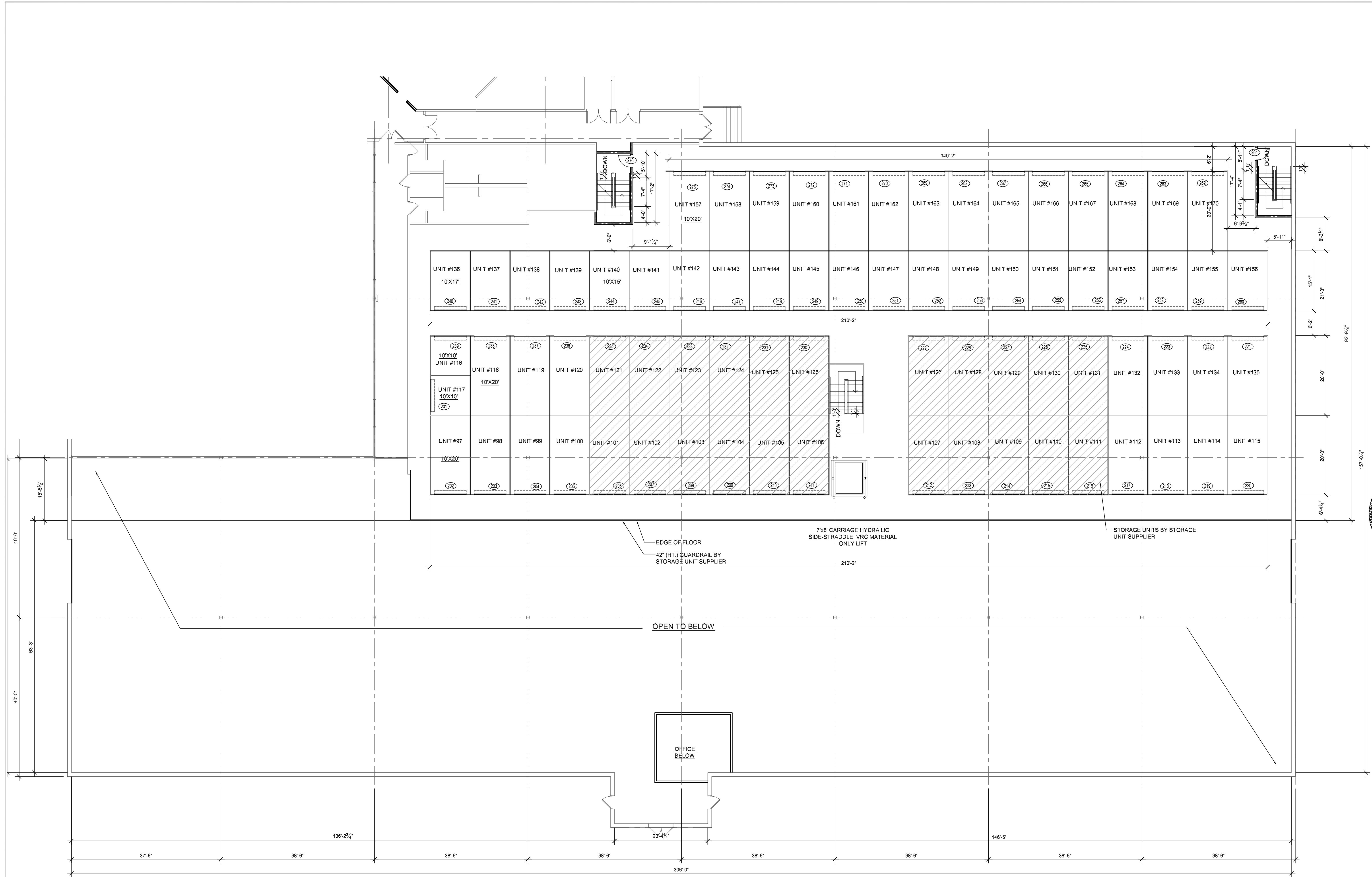
TENANT SPACE AREA = 42, 674 s.f.

USE GROUP: S-1
FULLY SPRINKLERED

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

GROUND FLOOR PLAN
SCALE: 3/32" = 1'-0"

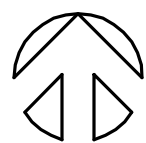




SHADED AREA REPRESENTS BUSINESS RENTAL.
BUSINESS RENTAL IS 30% OF THE STORAGE RENTAL
UNITS: 22 UNITS ON THE UPPER LEVEL.

UPPER LEVEL PLAN

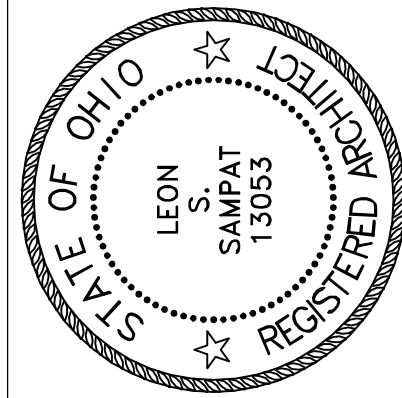
SCALE: 3/32" = 1'-0"



REV.	DATE

LS ARCHITECTS

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



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

BUSINESS INCUBATOR LEASE AGREEMENT

Summary Lease Provisions.

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

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

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

The following are examples of approved businesses in the Unit:

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

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

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

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

The following are examples of prohibited items in the Unit:

Prohibited Items

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

Prohibited Acts

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

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

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

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

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

5. **Rental Term & Amount**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. TENANT FURTHER AGREES

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

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

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

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

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

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

9. REPAIRS AND MAINTENANCE

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

other Building systems.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. ALTERATIONS BY TENANT

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

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

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

12. ADDITIONS, ETC. TO BECOME PROPERTY OF LANDLORD

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

13. SURRENDER OF PREMISES

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

14. ACCESS BY LANDLORD

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

15. NON-LIABILITY BY LANDLORD

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

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

16. LANDLORD'S REMEDIES ON DEFAULT

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

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

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

(E)

17. MORTGAGE SUBORDINATION AND NON-DISTURBANCE AGREEMENT

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

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

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

18. MUTUAL WAIVER OF SUBROGATION

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

19. ESTOPPEL CERTIFICATE BY TENANT

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

20. NON-WAIVER BY LANDLORD

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

21. DAMAGE BY FIRE OR CASUALTY TO PREMISES

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

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

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

22. RECORDING

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

23. NOTICE

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

To LANDLORD/OWNER:

To TENANT:

24. SEVERABILITY

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

25. HOLDING OVER

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

26. QUIET ENJOYMENT

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

27. ATTORNMEN

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

28. EMINENT DOMAIN

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

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

29. BINDING EFFECT

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

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

31. TERMINATION OF LANDLORD'S LIABILITY

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

32. ENVIRONMENTAL HAZARDS

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

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

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

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

33. COMPLETE AGREEMENT

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

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

34. ASSIGNMENT AND SUBLETTING

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

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

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

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

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

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

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

MISCELLANEOUS

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

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

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

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

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

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

judgment proceedings.

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

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

[Signatures Below]

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

LANDLORD:

By: _____

Signature: _____

Date: _____

STATE OF OHIO)
) ss:
COUNTY OF)

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

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

Notary Public

My Commission Expires:

TENANTS:

Signature: _____

Print Name _____

Title

Date:

STATE OF OHIO)
) ss:
COUNTY OF)

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

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

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

Notary Public

My Commission Expires:

Tactical Planning, LLC

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

TO: Beachwood Planning Commission

FROM: George Smerigan, City Planner

DATE: 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

- 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