

BEACHWOOD CITY COUNCIL
ECONOMIC DEVELOPMENT COMMITTEE MEETING

AGENDA

MONDAY, JANUARY 22, 2018 6:00 P.M.

at BEACHWOOD SERVICE DEPARTMENT ADMINISTRATIVE OFFICES,
23355 Mercantile Road, Beachwood, Ohio.

1. Mayor's Reports.
2. Discussion and presentation regarding Convention and Visitor's Bureau.
3. Discussion and presentation regarding the City of Beachwood Community Reinvestment Area (CRA).
4. Discussion regarding the City of Beachwood Chamber of Commerce Lease.
5. Any other matters coming before the Economic Development Committee.

#

PURSUANT TO OHIO REVISED CODE SECTIONS 3735.65 ET SEQ., APPLICANTS SHALL PROVIDE
THE FOLLOWING INFORMATION: (Completion of ALL questions is required)

1. Name of proposed Community Reinvestment Area (CRA):	Commerce Park
2. Applicant:	
a. Name ² :	City of Beachwood
b. Address:	25325 Fairmount Blvd. Beachwood, OH 44122
c. County (if municipal applicant):	Cuyahoga
d. Chief Executive of Applicant:	Mayor Martin Horwitz
3. Designated Housing Officer ³ :	
a. Name/Title:	Tom Moore/Housing Inspector
b. Organization:	City of Beachwood
c. Address:	25325 Fairmount Blvd. Beachwood, OH 44122
d. Email ⁴ :	tom.moore@beachwoodohio.com
e. Telephone Number:	216-292-1916
f. Fax Number:	216-292-1917
4. Total population of the municipality or township applicant:	11,953
5. Total population for the proposed CRA:	186
6. Total number of residences in the proposed CRA:	86

7. If the applicant has any other active CRAs, attach a listing of each CRA including the name, date of creation, and date of any and all amendments. Additionally, attach a map of the applicant's jurisdiction showing all active CRAs. If the proposed CRA will combine multiple pre-existing CRAs, will excise territory out of an existing CRA, or will otherwise cause an existing CRA to cease to exist, provide the name, date of creation, and date of any and all amendments of such CRA(s).

Label this as "Attachment A."

8. Attach a copy of the housing survey⁵ documenting the finding that the area designated as the CRA "...is one in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged." The survey must provide both a statement of general conditions of the area as well as specific locations and conditions fulfilling the standard set forth within ORC § 3735.65(B). Housing surveys often include supplemental information such as pictures or local building department records that support the findings.

Label this as "Attachment B."

9. Attach a certified copy of the local legislative authorization, which may be either an ordinance or resolution that authorizes the creation of this CRA⁶. The proper authority must certify each ordinance/resolution. Label this as "Attachment C."
10. Attach evidence that the local legislation was published in a newspaper of general circulation once a week for two consecutive weeks immediately following its adoption per ORC Section 3735.66. Label this as "Attachment D."

1. This form should be used for both the creation of new CRAs as well as the amendment of pre-existing CRAs.
2. Only municipal corporations or counties, acting on behalf of townships, may enact Community Reinvestment Areas. See ORC § 3735.66.
3. The CRA Housing Officer is responsible for the local administration of the program. The CRA Housing Officer typically is, but is not required to be, an employee of the enacting political subdivision.
4. The Ohio Development Services Agency uses email to distribute important annual report information and bulletins.
5. A Housing Survey is required pursuant to ORC § 3735.66. A sample housing survey can be found on the Ohio Development Services Agency's CRA page at: http://development.ohio.gov/files/bs/SHS_youngstown.pdf
6. This resolution or ordinance should be from the applicant. Boards of Township Trustees frequently do pass resolutions of support when its county enacts a CRA on their behalf, but such resolution or ordinances of support are not required.

11. Attach a map(s) of the proposed CRA which clearly outlines:
 - a. The boundary of the local legislative authority⁷ **Label this as "Attachment E-1";**
 - b. The boundary of the proposed CRA **Label this as "Attachment E-2";**
 - c. The current zoning map⁸ **Label this as "Attachment E-3";**
 - d. Existing major industries (only required if the CRA is permitted to consider industrial/commercial projects) **Label this as "Attachment E-4";**
 - e. Vacant land available for development **Label this as "Attachment E-5";** and
 - f. The boundary of all school districts affected by the CRA **Label this as "Attachment E-6."**
12. Attach a written description of the proposed CRA boundary (not a legal description). Examples should include street boundaries or parcel numbers. The description must conform to the information on the map of the proposed CRA depicting the boundary. **Label this as "Attachment F"**
13. School District/Board of Education Participation:
 - a. Identify each Board of Education with jurisdiction within the area designated as the proposed CRA. **Label this as "Attachment G."**
 - b. Attach evidence that each Board of Education listed in Attachment G has been informed of the CRA program requirements as well as their rights to: 1) notice of exemptions; 2) review/approval authority for commercial/industrial agreements; 3) meeting requests; and 4) income tax sharing. (The Ohio Development Services Agency suggests a certified letter to the President of the Board of Education.) **Label this as "Attachment H-1."**
 - c. Proposed CRAs within municipalities that levy a municipal income tax should consider developing a procedure in conjunction with the Board of Education(s) to allow for income tax sharing on projects. Attach a copy of the procedure, if one exists. This requirement applies only to city, local, or exempted village school districts and not to joint vocational school districts⁹. **Label this as "Attachment H-2."**
 - d. Outline involvement of Board of Education in the CRA program and any negotiated revenue sharing agreements with the applicant. (Optional – Board of Education Resolution) – **Label this as "Attachment H-3."**
14. Attach a list of contact people including the name, title, address, and phone numbers for the following¹⁰:
 - a. The county auditor;
 - b. The township clerk and trustees for each participating township;
 - c. All county commissioners (for county-designated areas);
 - d. The city/village, mayor/CEO, or administrator for each participating municipality;
 - e. The superintendent, or other authorized official, of each school district listed in requirement 13a of this petition;
 - f. The state representative(s) for the territory covered by the proposed CRA; and
 - g. The state senator(s) for the territory covered by the proposed CRA. **Label this as "Attachment I."**

This petition is authorized to be submitted to the Ohio Development Services Agency. All information contained herein is accurate to the best of my knowledge.

Signature Municipal/CEO President
of the Board of County Commissioners

Date:

Ohio Development Services Agency
(800) 848-1300
www.development.ohio.gov

7. If a county is the applicant, this map should only be of the affected township.
8. Participating jurisdictions are required to supply an updated zoning map when zoning changes occur on parcels within the CRA. See ORC §3735.66 (5th ¶).
9. For more information about Joint Vocational School District rights, please see Ohio Attorney General's Opinion 2000-030. This is available at: <http://www.ohioattorneygeneral.gov/getattachment/06fab61d-49dd-4a65-b5d1-1a1c9459a3a9/2000-030.aspx>
10. If the Ohio Development Services Agency confirms the findings for the proposed CRA, the original confirmation of findings will be sent to the CRA Housing Officer. Each of the people listed in Attachment I (if applicable) will receive notification as well.

Beachwood - Commerce Park Community Reinvestment Area

City of Beachwood Housing Study (Attachment B)

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Prepared by the City of Beachwood Economic Development & Building Departments

Introduction:

The City of Beachwood, Ohio presents the area known locally as “Commerce Park” located within Census Tract 1311.02 that is comprised of residential, commercial, office, warehousing, and light industrial uses, as a viable candidate to establish a new (and Beachwood’s first) Community Reinvestment Area. Most of the structures in the area are at least 50-60 years old and have not seen significant investment since their original construction. In the areas surrounding Commerce Park, Beachwood is flourishing. The time is right to build off of this momentum and utilize available tools to spur new development in the Commerce Park area.

History of Beachwood, Ohio:

Much of Beachwood was originally part of the “Warrensville” settlement of the Western Reserve in the 1800’s. The Village of Beachwood was originally established with a vote of just 47 residents in 1905, and reached official “city” status in 1960 when the population reached over 5,000 residents. The origins of the village were very much influenced by the Van Sweringen brothers, who developed nearby Shaker Heights. In fact, because of the Van Sweringen’s plans to develop larger more exclusive parcels, much of Beachwood’s residential areas were not developed until the 1940s and 50s after the Van Sweringen’s land was sold off and the company filed for bankruptcy. Like many surrounding communities, Beachwood was very much still a farming village until the 1940s.

Beachwood has a long history of a “business-friendly” reputation; dating back to the 1920s many businesses chose to locate with the village due to the low tax rate. Today over 2,500 businesses call Beachwood home, including several large corporations such as Eaton Corporation, DDR Corporation, Cleveland Clinic satellite offices, BASF, and Tremco.

In the mid-1950s the Village of Beachwood requested the County’s Planning Commission to assist in planning for Beachwood’s future, as many developers had approached the Village with various plans for commercial and retail developments. The County advised specifically that the south side of Chagrin Blvd. (between Green and Richmond Roads) be devoted to the location of office buildings and the north side be devoted to a shopping plaza, apartments, and additional office buildings. The County also advised the development of Commerce Park, which is the target area for the establishment of a Community Reinvestment Area. In 1959, Commerce Park was originally planned as a 200-acre industrial park and was zoned for light manufacturing and warehousing.

The residential section of our proposed Community Reinvestment Area was also developed in the mid-1950s as an 86 parcel residential development known at that time as the “PAR Development.” The homes are situated on two streets – Concord Drive and Beacon Drive. The parcels average approximately .40 acres each.

Opportunity for development on vacant land in Beachwood is minimal. Any parcels of vacant land are held by longtime property owners that have historically not been opted to sell. New construction or redevelopment tends to be confined mainly to areas where existing structures are present.

Commerce Park Road, Mercantile Road, and Highpoint Road comprise the commercial section of the proposed Community Reinvestment Area. When initially constructed in the 1950s, warehousing and light industrial were the two main uses at that time. With that in mind, the structures sprawl across each parcel at a very low density with just a single floor of constructed space. In recent decades, Beachwood has evolved into an epicenter for technology, finance, medicine, law, and real estate development. The single floor uses for warehousing and light industrial are all but obsolete in Beachwood's current business climate and have become a major limitation for potential tenants.

Future Plans:

In 2015, the City of Beachwood adopted a new Master Plan. Throughout the plan many goals were identified, including the diversification of housing options, offering tax abatements for residential improvements, reimagining Richmond Road as a multi-family corridor, and removing barriers to the adaptive reuse of older buildings.

The Master Plan specifically identified the establishment of a Community Reinvestment Area as an Economic Development tool to link incentives to the City's identified goals.

Location:

Beachwood is located eleven miles east of downtown Cleveland in Cuyahoga County. The City encompasses 5.2 square miles and is conveniently situated just west of I-271.

Demographics:

The population of Beachwood was initially very slow to grow, and in fact as recently as 1936 just 237 residents were reported. In 1960 the Village's population reached over 6,000 and with that Beachwood became a City. The population reached its peak in 2000 at 12,186 residents. As of the 2010 Census, the population was 11,953, which was a decrease of 2% from 2000. The City's population is expected to dip again with a projected population of 11,707 for 2016. This is a projected 2% decline from 2010 and a 4% decrease from 2000.

The City of Beachwood is aging, with 30% of our population at ages 65 years and older. This is quite high as compared to Cuyahoga County with just 15% of residents being 65 years and older.

The number of households has declined slightly from 2000 to 2013 with a 3% decrease of 5,074 to 4,932.

While Beachwood's ethnicity is mainly Caucasian (80%), comparisons from 2013 to 2009 show that diversity is increasing with the population of a number of other races growing - including black, Asian, Hispanic, and other cultural backgrounds.

Unemployment in Beachwood is 2.4% in 2015, as compared to 3.0% in 2009.

Historic Buildings:

With the majority of Beachwood's homes and non-residential structures being built in the mid-20th century, Beachwood has just one area that has been designated as an Historic District. The Elizabeth Blossom residential subdivision and athletic building known as "The Hangar" are located in a small neighborhood near the intersection of Cedar and Richmond Roads. The homes and "The Hangar" were constructed during the 1920s and 1930s.

Much of the remainder of Beachwood's homes and non-residential structures were built throughout the 1950s-60s making them at least 50 years old, including the targeted area for the proposed Community Reinvestment Area.

Beachwood Existing Housing Characteristics:

According to the 2010 Census, Beachwood has a total of 5,483 housing units, of which 5,064 (or 93%) are occupied. Of the occupied housing units, 3,271 (57%) are owner occupied. Owner-occupied housing is down 3% from 2000, renter-occupied housing is up to 35% from 33%, and vacant residences increased from 7% to 8%. Beachwood's housing stock consists mainly of two types – single family detached, which comprises 53% of the housing stock, while residential structures consisting of at least ten or more units account for 40%. The majority of Beachwood's housing stock is older, with 31% of residential structures built between 1940 and 1959, and 33% built between 1960 and 1979.

	2000	2010	% of Units 2000	% of Units 2010
Total Dwelling Units	5,458	5,483		
<i>Owner-occupied</i>	3,271	3,152	60%	57%
<i>Renter occupied</i>	1,813	1,912	33%	35%
Vacant Dwelling Structures	374	419	7%	8%
Units in Structure				
<i>Single-family detached</i>	2886		53%	
<i>Single-family attached</i>	348		6%	
<i>Two-family</i>	0		0%	
<i>3-4 Units</i>	17		0%	
<i>5-9 Units</i>	18		0%	
<i>10-19 Units</i>	188		3%	
<i>20+ Units</i>	1995		37%	

Sources: US Census/NEO Cando

Property Values and Investments:

Median residential sale prices throughout the City of Beachwood have increased 12% from an average sale price of \$250,000 in 2007 to \$280,000 in 2017. However, sales on the two streets within our proposed CRA (Beacon and Concord) decreased in average value by 12% from \$181,366 in 2007 to \$158,093 in 2017. The number of building permits pulled on individual properties in this area (86 residences) was seven in 2015, ten in 2016, and ten in 2017. The value of building permits is well below the amount spent in the remainder of the city. For the past three years (2015-2017), the average permit value for this area is \$6,000, while the rest of the city averages more than six times that amount at \$41,000.

The number of commercial building permits pulled in this area (85 structures) in 2015 was ten, seven in 2016, and nine in 2017. The average permit value in the proposed CRA is \$82,000. Throughout the rest of the city, the average permit value is more than four times that amount at \$385,000.

The City of Beachwood inspects commercial properties each year, and residential properties every four years. In 2014 the Concord-Beacon residential area was inspected. There were a total of 197 failed inspections in 2014, and 49 (25%) were located on either Concord or Beacon Drive. From 2015-2017 there were a total of 243 failed commercial property inspections. Of those, 83 (or 34%) were located in the proposed CRA.

Zoning:

There are five different zoning districts within the proposed Community Reinvestment Area:

U1A1 – This district is currently zoned for single-family detached housing and includes parcels on both Concord and Beacon Roads as well as a large space of vacant land adjacent to the residential development.

U3C – Planned Multi-family Residential District is for high density residential uses - Located at the intersection of Chagrin Blvd. and Green Road – this parcel is the only one in the proposed CRA that has seen recent investment with the construction of the Vue apartment complex in 2015.

U5 – Public and institutional – This district is reserved for education, cultural, religious and government uses. The U5 parcel within the proposed CRA houses a water tower that is owned by the City of Cleveland.

U7A – General Office – Multi-story office structures lining almost the entirety of the south side of Chagrin Blvd. between Green and Richmond Roads.

U8 – Storage and Manufacturing – houses mainly one-story warehouse structures

Major Industries:

Beachwood is home to several major corporate and private entity offices such as DDR, Austin Powder, Eaton Corp., and the Jewish Federation of Cleveland. Within the proposed CRA there are two mid-sized companies; Tremco, a supplier of sealant and weatherproofing construction applications, and BASF, a producer of chemicals. Both companies have been present at these sites for decades. Aside from these there are no other major industries in the CRA because the existing commercial structures are obsolete for today's business needs and the needs of the industries that Beachwood strives to attract. The proposed CRA is the future home of a compounding pharmacy, Lee Silsby, which has plans for renovations to an existing building that would benefit from the establishment of this proposed CRA.

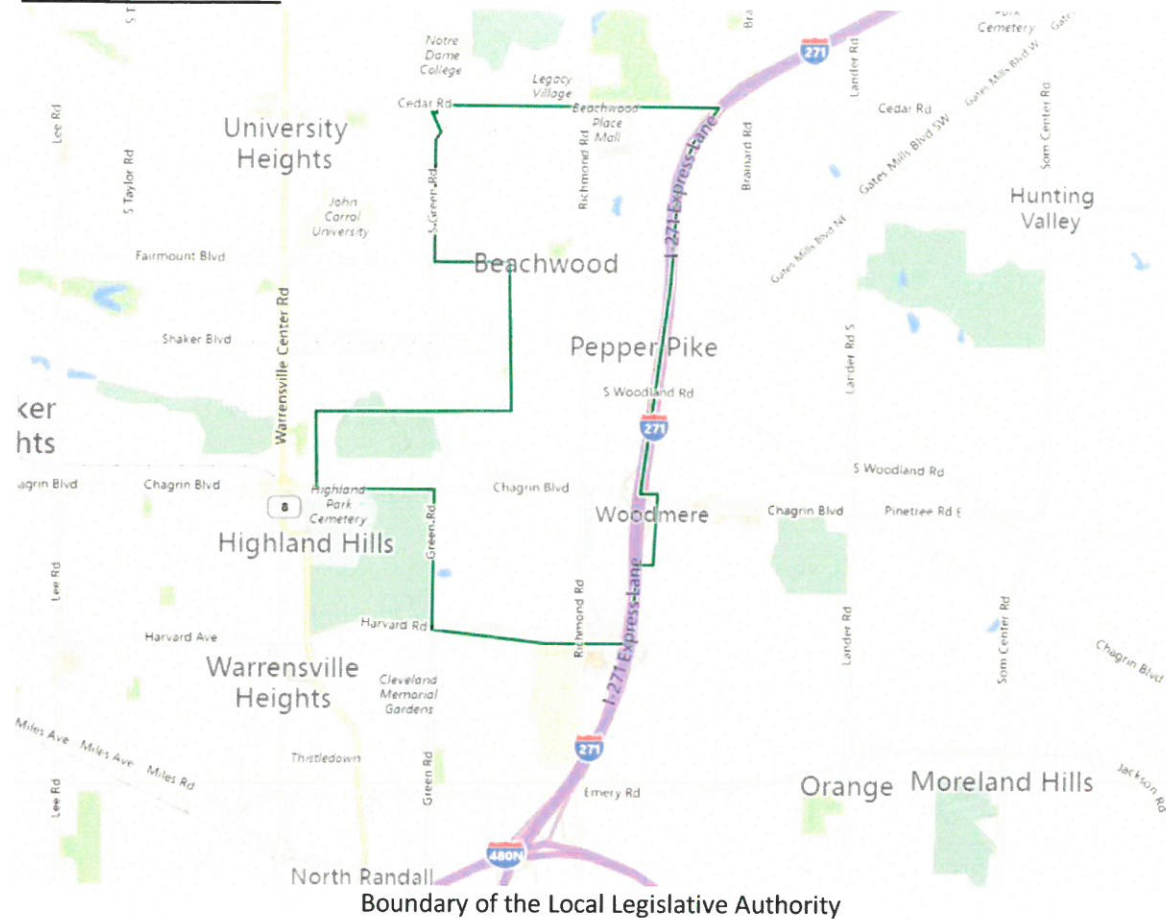
Vacant Land:

There is a minimal amount of vacant land available for development throughout Beachwood, and many of the parcels that are vacant are owned by larger entities like the Cleveland Clinic and the Jewish Community Center. There is one large parcel of land (parcel 742-27-012) in the proposed CRA that is located between the residential section and the commercial section. At the north side of the parcel fronting Chagrin Blvd. is a structure that is home to the First Catholic Slovak Ladies Association. That is the only structure on the parcel and the entire parcel is over 32 acres. As the parcel is zoned residential, if the land were to be sold, it would be an ideal opportunity to diversify the city's housing stock, which was an identified goal in the 2015 Master Plan, or to rezone the area and create a mixed-use development with both residential and commercial uses.

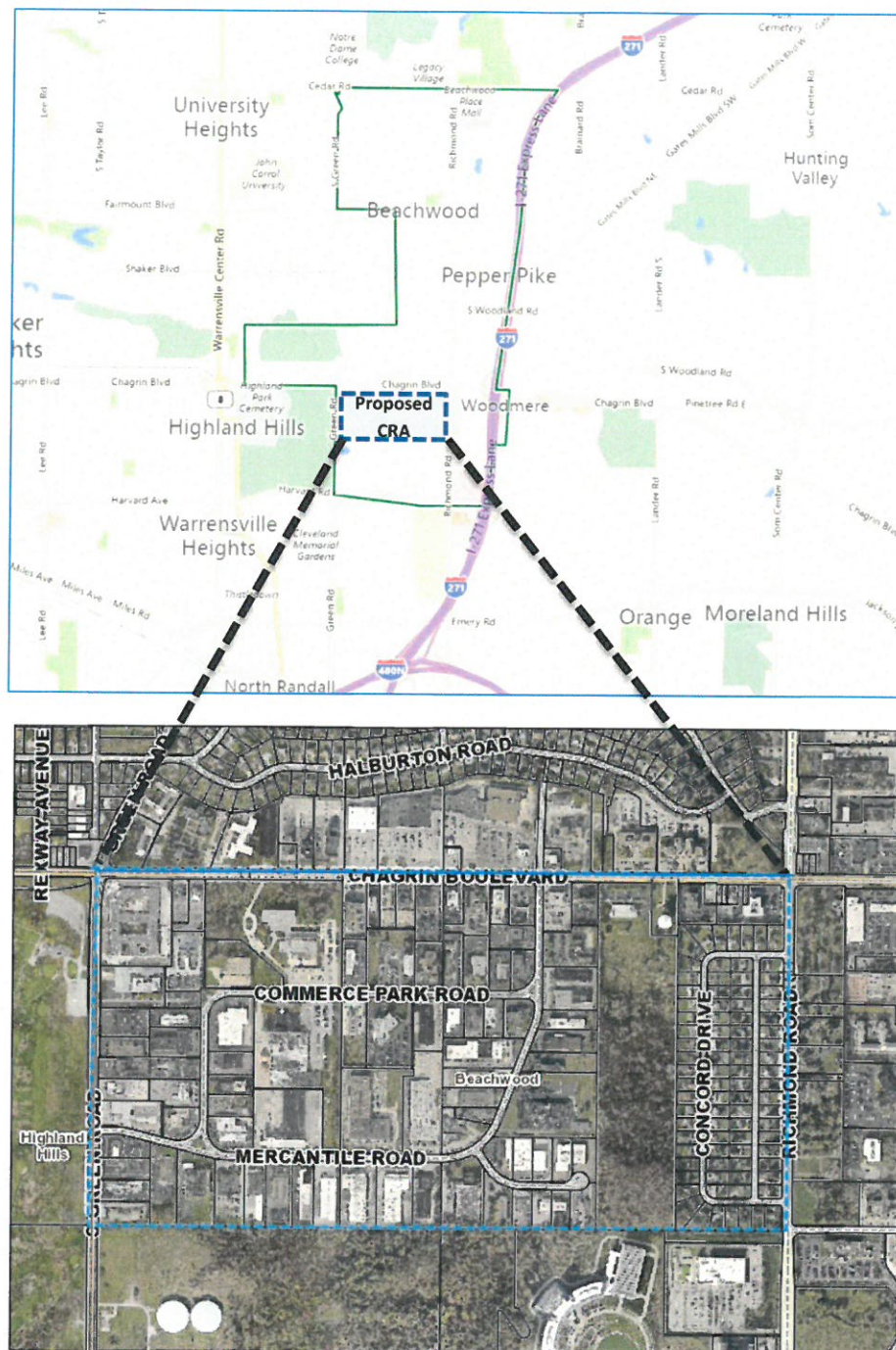
Conclusion:

While development takes place around Commerce Park in the City of Beachwood, development within Commerce Park and the Beacon/Concord residential area has stagnated since its initial conception decades ago. Adding the benefits of an established Community Reinvestment Area to the city's toolkit will allow Beachwood to assist building owners and developers in creating a business climate that works for today's industry needs. It will also allow homeowners in the residential section to make needed investments and increase their property values. Because of the 12% decrease in residential property values over the past decade (as compared to the 12% increase in the rest of the city), the high concentration of failed inspections in both the residential (25%) and commercial (34%) areas and the low average building permit value (\$6,000) as compared to the rest of the city (\$41,000), the City of Beachwood finds that the proposed CRA meets the criteria for a Community Reinvestment Area as defined by the Ohio Revised Code Sections 3735.65-70.

Attachment E-1



Attachment E-2



Boundary of Proposed CRA

CITY OF
Beachwood

MERLE S. GORDEN, MAYOR

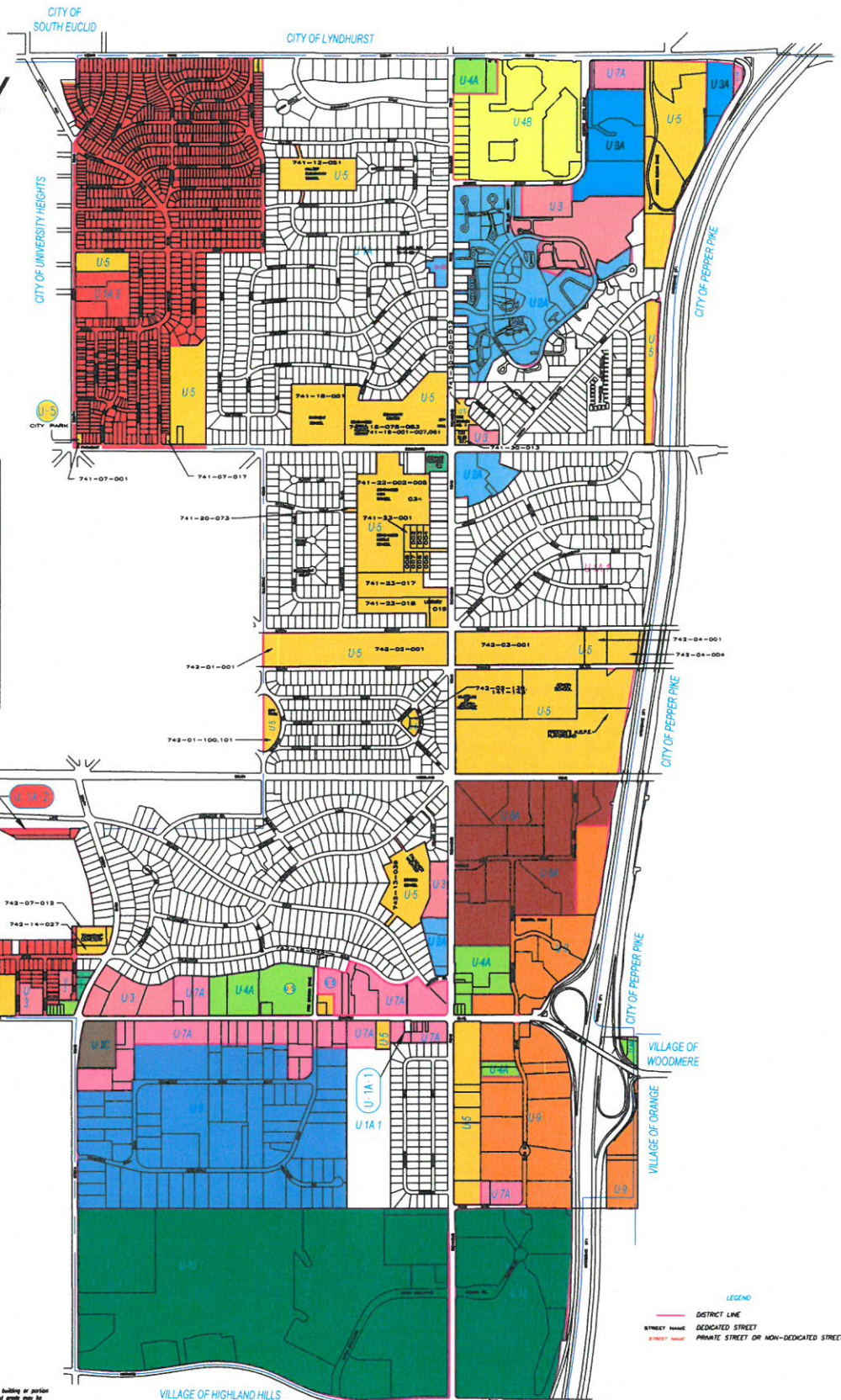
ZONING MAP

SHOWING ALL AMENDMENTS TO AND INCLUDING ORDINANCE
NO. 2003-187 ADOPTED BY THE COUNCIL OF THE CITY OF
BEACHWOOD, OHIO.

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF
BEACHWOOD, OHIO
MAP UPDATE: OCTOBER 28, 2004.

MAP REVISED AUGUST 2015

DATE 7/1/92	SECTOR	NUMBER OF EMPLOYEES	STOCK EXCH.	MARKET CAP. (\$ MIL.)	PERCENT OF MARKET	PAYING
U16-1	DAILY NEWS	16,800	OT EXCH.	25	25	
U16-2	DAILY NEWS	16,800	OT EXCH.	25	25	
U16-3	DAILY NEWS	16,800	OT EXCH.	25	25	
U16-4	DAILY NEWS	16,800	OT EXCH.	25	25	
U16-5	DAILY NEWS	16,800	OT EXCH.	25	25	
U16-6	DAILY NEWS	16,800	OT EXCH.	25	25	
U16-7	DAILY NEWS	16,800	OT EXCH.	25	25	
U16-8	DAILY NEWS	16,800	OT EXCH.	25	25	
U16-9	DAILY NEWS	16,800	OT EXCH.	25	25	
U16-10	DAILY NEWS	16,800	OT EXCH.	25	25	
U16-11	DAILY NEWS	16,800	OT EXCH.	25	25	
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U16-16	DAILY NEWS	16,800	OT EXCH.	25	25	
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U16-21	DAILY NEWS	16,800	OT EXCH.	25	25	
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U16-72	DAILY NEWS	16,800	OT EXCH.	25	25	
U16-73	DAILY NEWS	16,800	OT EXCH.	25	25	
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U16-75	DAILY NEWS	16,800	OT EXCH.	25	25	
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U16-80	DAILY NEWS	16,800	OT EXCH.	25	25	
U16-81	DAILY NEWS	16,800	OT EXCH.	25	25	
U16-82	DAILY NEWS	16,800	OT EXCH.	25	25	
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U16-95	DAILY NEWS	16,800	OT EXCH.	25	25	
U16-96	DAILY NEWS	16,800	OT EXCH.	25	25	
U16-97	DAILY NEWS	16,800	OT EXCH.	25	25	
U16-98	DAILY NEWS	16,800	OT EXCH.	25	25	
U16-99	DAILY NEWS	16,800	OT EXCH.	25	25	
U16-100	DAILY NEWS	16,800	OT EXCH.	25	25	



U-1A1 1111.04 LOCATION OF BUILDING LINE.
U-1A2 On a street frontage in a Class U-1 District the location of the building line shall be as follows:

- (a) On a street frontage other than the side line of a corner lot, the distance from the building line back from the street right-of-way line shall be twenty percent (20%) of the average depth of the lot or thirty-foot (30') feet, whichever is greater.
- (b) In a Class U-1 District along the side line of a corner lot, the distance of the building back from the street right-of-way line shall be twenty percent (20%) of the average width of such lot or twenty (20) feet, whichever is greater.

1113.04 FRONT YARDS: BUILDING LINES.
Between the building line and the street no building or portion of a building extending above the established grade may be erected at a corner of a lot, or at the building line, or at the street line, and within the triangular space included between the street line, for a distance of twenty-five feet from their point of intersection, no fence or other structure more than three feet in height above the plane of the established grade shall hereafter be erected, nor should any foliage not be maintained that, in its growth, would obstruct the visibility of the roadway. Conversely, the view of a driver of a vehicle approaching the intersection and within twenty-five feet of the center of such intersection, of approaching cross traffic which is within

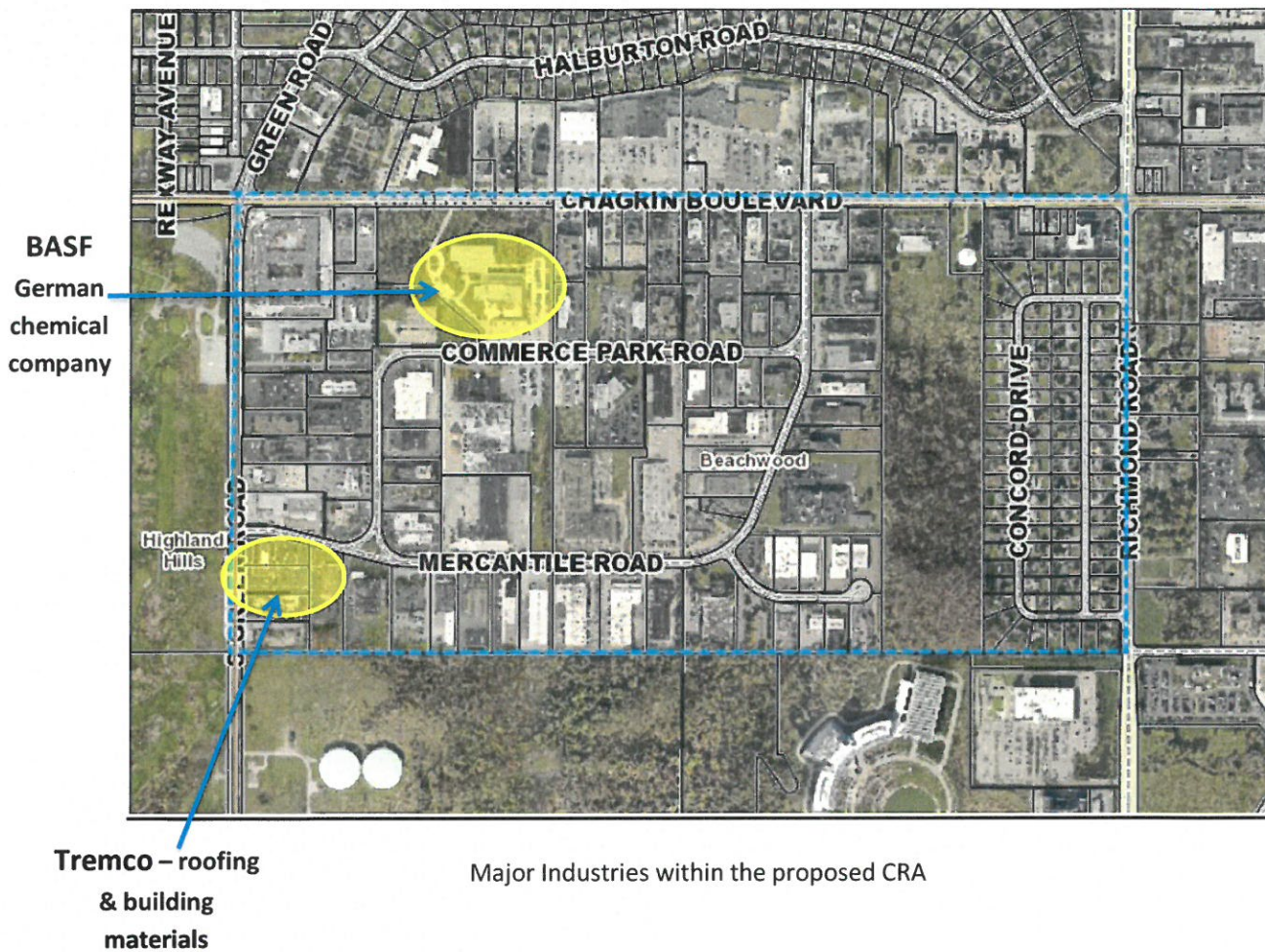
Printed notes on this (A-10 Sheet) should include the following notes:
 (1) Class P-1 (A-10 Sheet) should include the following notes:
 (2) Class P-2 (A-10 Sheet) should include the following notes:
 (3) Class P-3 (A-10 Sheet) should include the following notes:
 (4) Class P-4 (A-10 Sheet) should include the following notes:
 (5) Class P-5 (A-10 Sheet) should include the following notes:
 (6) Class P-6 (A-10 Sheet) should include the following notes:

GRAPHIC SCALE

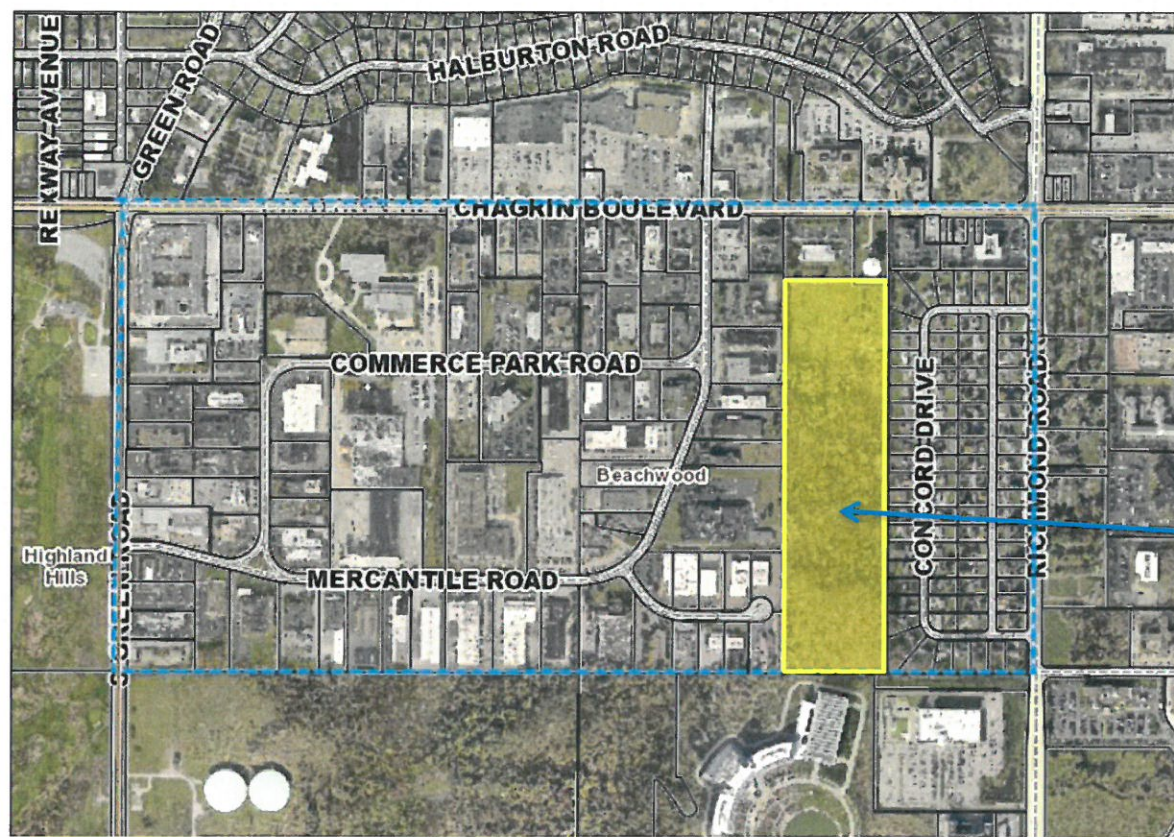


(IN FEET)
AUGUST 2015

Attachment E-4



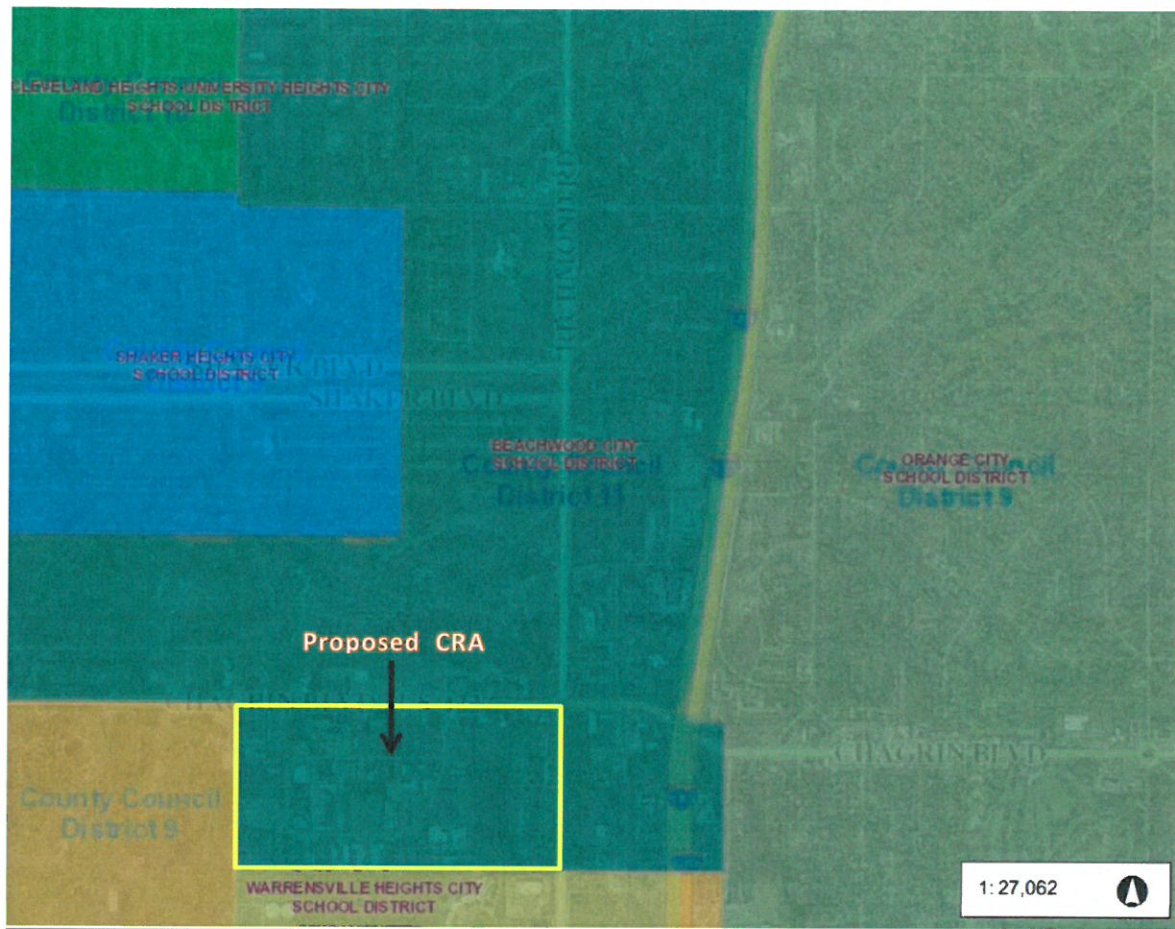
Attachment E-5



Approx 30
acres
owned by
the First
Ladies
Slovak
Assoc.

Vacant Land within the proposed CRA

Attachment E-6



School District Boundary Map

Attachment F

The proposed Community Reinvestment Area for the City of Beachwood is bounded by Chagrin Boulevard at the north, Richmond Road at the east, South Green Road at the west, and to the south – parcels located on the south side of Mercantile and Highpoint Roads, parcel 74226054, and parcels at the southern end of Concord Drive.

Attachment G

Beachwood City School District is the only school district present within the proposed CRA, as depicted in Attachment E-6.

Attachment H-1 (Evidence of School Board notification)

Unless an agreement were to be reached that would exceed a 50%, 10-year exemption, no notification is necessary at this time.

Attachment H-2 (School board for income tax sharing)

No procedure has been implemented or is planned to be implemented.

Attachment H-3 (outline of involvement with School Board)

Unless an agreement were to be reached that would exceed a 50%, 10-year exemption, the involvement of the Beachwood City School district is not necessary at this time.

Contact Information (Attachment I)

a) County Auditor:

Lisa Rocco, Director of Operations
Cuyahoga County
2079 East 9th Street
Cleveland, OH 44115
216-443-5730

b) Township Clerk:

Whitney Crook, Clerk of Council
City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122
216-595-5493

c) County Commissioner:

Armond Budish, County Executive
Cuyahoga County
2079 East 9th Street
Cleveland, OH 44115
216-443-7178

d) City of Beachwood Mayor:

Mayor Martin Horwitz
City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122
216-292-1901

e) Beachwood City Schools Superintendent

Robert Hardis
Beachwood City Schools
24601 Fairmount Boulevard
Beachwood, OH 44122
216-464-2600

f) State Representative

Kent Smith, Representative District 8
77 South High St.
Columbus, OH 43215
614-466-5441

Contact Information (Attachment I continued)

g) State Senator

Kenny Yuko, District 25
1 Capitol Square, 3rd Floor
Columbus, OH 43215
614-466-4583

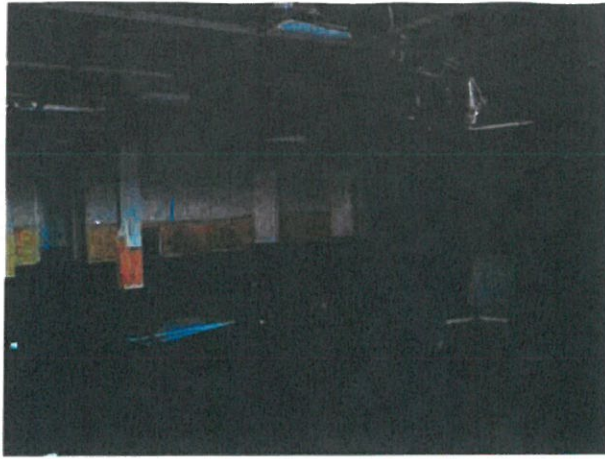






3696 Beacon Drive





23550 Commerce Park

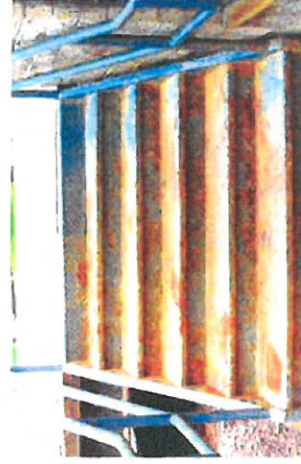




120772016



24100 Chagrin Blvd.





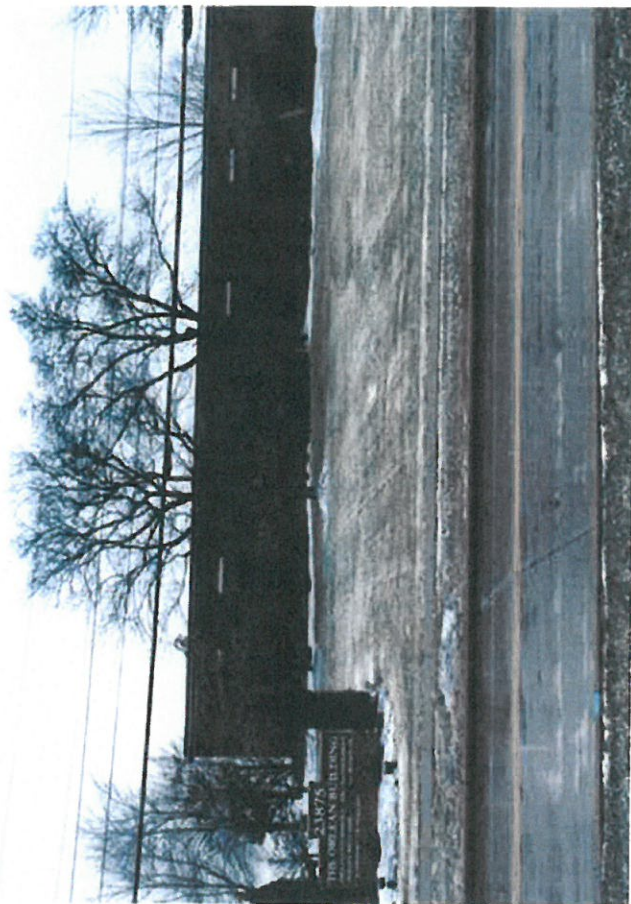
Google Maps 24500 Highpoint Rd



Imagery ©2017 Google, Map data ©2017 Google 20 ft



23875 Commerce Park



23775 Mercantile



23865 Mercantile



23880 Commerce Park



LEASE

This Lease, entered into on this ____ day of _____, 2018 by and between THE CITY OF BEACHWOOD ("Landlord") and BEACHWOOD CHAMBER OF COMMERCE ("Tenant")

WITNESSETH

1. PROPERTY AND COMMON AREAS.

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of the property located at 23355 Mercantile Road, Beachwood, Ohio 44122 (the "Property") described as follows: approximately 1000 square feet of office space on the second floor of the building and known as Suite 9000B, 3 reserved parking spaces for BCC employees and the use of up to 10 spaces for meetings (usually 1-2 per month for 1 hour each). Landlord will give Tenant proper signage at the outside entrance of the Property.

2. TERM.

TO HAVE AND TO HOLD the Property unto Tenant for a period beginning no later than May 1, 2018 and lasting for a term of five (5) years and subject to the terms herein. Tenant shall provide Landlord a written notice no later than thirty (30) days before vacating the Property. Either party shall have the right to terminate this Lease upon providing the other party with thirty (30) days prior written notice of said termination.

If occupancy occurs before May 1, 2018, Tenant shall give Landlord at least forty five (45) days prior to occupancy to renovate the Property as detailed herein.

3. RENT.

Tenant agrees to pay to Landlord, at its office or other place as Landlord may from time to time designate, as "Rent" for the Property each month the amount of Five Hundred and Fifty 00/100 Dollars (\$550.00). Tenant shall pay Landlord upon execution of this agreement Five Hundred and Fifty 00/100 Dollars (\$550.00) as first month's rent. Subsequent rent payments shall be paid to the Landlord on or about the 1st of each month.

3.1 IN KIND REMUNERATION

Tenant shall provide the Landlord the following for the term of this Lease and at no charge to the Landlord:

(A) One (1) advertisement in the Beachwood Magazine;

(B) One (1) Beachwood Chamber of Commerce membership per year;

(C) ~~Three (3)~~~~Two (2)~~ Beachwood Chamber of Commerce lunch tickets each month;

(D) Two (2) tickets to any Beachwood Chamber of Commerce sponsored or co-sponsored event;

(E) One (1) booth at any Beachwood Chamber of Commerce Business Expo; and

(F) In the event that the Beachwood Convention and Visitor's Bureau would like to occupy the Property with the Tenant, the Tenant shall allow such occupancy at a rental amount of Zero Dollars and No Cents (\$0.00).

(G) In the event that the Beachwood Convention and Visitor's Bureau (BCVB) occupies the Property with the Tenant, Tenant and BCVB will need to enter into an agreement for use of Beachwood Chamber of Commerce property before the BCVB occupies the space. ~~Landlord will have the authority to approve such agreement.~~

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4. UTILITIES/CLEANING/SNOW REMOVAL

Landlord will be responsible for the following utilities associated with the leased space of the Property including water and sewer, electric, gas, trash disposal and phone and internet service. The Landlord will also provide janitorial services at no charge to the Tenant. Landlord shall be responsible for the removal of snow and ice from the driveway serving the Property.

The Landlord will provide IT Support for the phone lines and the internet service; however, Tenant will be responsible for the IT Support for individual computers and software.

Landlord shall provide a well-marked receptacle for incoming and outgoing US Mail of the Tenant.

Tenant will be responsible for any Cable service at the Property.

5. USE OF PROPERTY BY TENANT.

(A) Tenant's Use of Property. Tenant shall use the Property only for the business affairs of the Tenant.

6. LANDLORD'S RENOVATION OF THE PROPERTY

Prior to Tenant's occupancy of the Property, Landlord shall make renovations to the Property as outlined in Tenant's November 20, 2017 proposal to Landlord. The estimated cost of the interior renovations to the Property is Eighteen Thousand Seven Hundred Eighteen Dollars and No Cents (\$18,718.00). Over the life of this Lease the amount of Two Hundred Seventy Dollars and Thirty Cents (\$320.30) per month is included in the above monthly rental amount to reimburse the Landlord for the cost of the renovations paid by Landlord.

If Tenant vacates the Property prior to the end of the five (5) year term, Tenant agrees to reimburse Landlord for the cost of the renovations, minus the total rent that Tenant has paid to the date of termination.

7. TENANT'S COVENANTS WITH RESPECT TO OCCUPANCY.

Tenant agrees:

- (A) To occupy the Property in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies having jurisdiction over the Tenant's use and occupancy of the Property, and without committing or permitting waste;
- (B) To neither do nor suffer anything to be done or kept in or about the Property which contravenes Landlord's insurance policies;
- (C) To permit no sound(s) or reproduction of sounds which are unreasonably audible outside of the Property nor permit odors to be unreasonably dispelled from the Property;
- (D) To place no sign on the exterior of the Property or on the interior surface of any windows of the Property without obtaining Landlord's prior written consent, such consent not to be unreasonably withheld;
- (E) To permit Landlord free access to the Property upon at least twenty-four (24) hours' written notice, except in the case of emergency, for the purpose of examining the same or making alterations or repairs to the Property that Landlord may deem necessary for the safety or preservation thereof; Landlord agrees to make reasonable efforts not to interfere with or interrupt the conduct and operation of Tenant's business in the Property;
- (F) To comply with all reasonable rules and regulations which Landlord may from time to time establish for the use and care of the Common Areas, if any;
- (G) To not permit the accumulation (unless in sealed metal containers) or burning of any trash, rubbish, refuse, garbage or waste materials in, on, or about any part of

the Property;

- (H) To not subject any fixtures, in or on the Property which are affixed to the realty, to any mortgages, liens, conditional sales agreements, security interests or encumbrances;
- (I) That Tenant shall not seek, extract or gain any right to any oil, gas, water, or mineral rights associated with the property.

8. REPAIRS AND ALTERATIONS.

- (A) Repairs by Landlord. Once Tenant has taken occupancy of the Property, Landlord shall have no duty to maintain any portion of the leased premises. Landlord shall be responsible for maintenance of the HVAC, electric, water, gas, elevator and roof.
- (B) Repairs by Tenant. Tenant shall keep the Property and every part thereof and any fixtures, facilities or equipment contained therein, in good condition and repair and shall return the Property to the Landlord in the condition that existed when the Tenant took occupancy minus normal wear and tear.
- (C) Alterations or Improvements by Tenant. Tenant shall not, without Landlord's prior written consent, make, nor permit to be made, any alterations, additions or improvements to the Property. Any alterations which may be permitted by Landlord shall be upon the condition that Tenant shall promptly pay all costs, expenses, and charges thereof, shall make such alterations and improvements in accordance with all applicable laws, building codes and ordinances, in a good and workmanlike manner, and shall fully and completely indemnify and defend Landlord from damages resulting from such alterations. Tenant shall promptly repair any damages to the Property, or to the buildings of which the Property are a part, caused by any alterations, additions or improvements to the Property by Tenant.
- (D) Removal of Improvements. All of Tenant's trade fixtures, equipment, furniture, inventory and other property owned by Tenant and located at the Property, shall remain the property of Tenant. Tenant shall have the right at any time to remove Tenant's property provided that Tenant repairs any damage caused by such removal. If Tenant fails to remove such items from the Property prior to the expiration or earlier termination of this Lease, all such trade fixtures, furniture, furnishings, and signs shall become the property of Landlord.

Tenant further agrees that all personal property of every kind or description which may at any time be in the Property shall be at the Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by the acts or omissions of persons

occupying any space adjacent to or adjoining Tenant's Property, or any part thereof. Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant or its property from, water, gas, steam, fire, or the bursting, stoppage, or leaking of sewer pipes, or from any heating or plumbing fixtures, or from electric wires, or from gas or odors, or caused in any manner whatsoever, unless such loss or damage is the result of Landlord's gross negligence or willful misconduct.

9. INDEMNITY AND INSURANCE.

- (A) Indemnification. Tenant understands that Landlord cannot indemnify Tenant from any and all liability, injury, damage, expense, cause of action, suit, claim, or judgment related to the loss of person or property caused by Landlord's employees, agents, contractors, customers, invitees, or officers, because Landlord is a political subdivision of the State of Ohio, which is an entity prohibited from indemnifying private parties. Tenant understands that Landlord is also prohibited from indemnifying another party to a contract. Nonetheless, the parties agree to maintain such liability insurance as is customary for the type and scope of the services provided by their respective organizations. Certificates evidencing such insurance coverage shall be provided upon request.
- (B) Public Liability Insurance. Tenant agrees to carry public liability insurance covering the Property and Tenant's use thereof, together with contractual liability endorsements covering Tenant's obligations set forth in Subsection 9(A) to the extent allowed by law, in companies and in a form satisfactory to Landlord, with minimum limits of Five Hundred Thousand Dollars and 00/100 (\$500,000.00) on account of bodily injuries to or death of one person, Two Million and 00/100 Dollars (\$2,000,000.00) on account of bodily injuries to or death of more than one person as a result of any occurrence and One Hundred Thousand and 00/100 Dollars (\$100,000.00) coverage for property damage, and to deposit said policy or policies (or certificates thereof) with Landlord prior to the date of and use or occupancy of the Property by Tenant; said policy or policies shall name Landlord and Tenant as additional insureds, as insured parties under such insurance policy and shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than thirty (30) days in advance of any modification or cancellation thereof.
- (C) Landlord's Liability. Landlord shall not be liable (i) for any damage to Tenant's property located in the Property, unless caused by Landlord's gross negligence or willful misconduct, including acts performed by Landlord's employees, agents, invitees, contractors, customers and officers, (ii) for any acts or omissions of other tenants of the Property, nor (iii) for any condition of the Property whatsoever unless Landlord is responsible for the repair thereof, and has failed to make such repair after notice from Tenant of the need therefor, and expiration of a reasonable time for the making of such repair.

(D) Fire and Extended Coverage Insurance. Tenant agrees to carry insurance against fire and such other risks as are, from time to time, included in standard extended coverage endorsements, insuring Tenant's stock-in-trade, trade fixtures and all other items of personal property of Tenant located on or within the Property. Unless motor vehicle manufacturer requires such coverage to be in a different amount, then the amount of insurance shall be equal to at least eighty percent (80%) of replacement cost of the motor vehicles. Prior to the Commencement Date of this Lease, Tenant shall furnish Landlord with a certificate evidencing such coverage.

(H) Mutual Waiver of Subrogation. All insurance policies carried by either party covering the Property, including but not limited to contents, fire, and casualty insurance, shall to the extent permitted by law expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra shall be charged therefor, so long as the other party pays such extra cost. If cost shall be chargeable therefor, each party shall advise the other thereof and of the amount of extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. The failure of any insurance policy to include such waiver clause or endorsement shall not affect the validity of this Lease. To the extent that the policy of insurance of each party so provides, Tenant and Landlord further agree to waive all claims, causes of action and rights of recovery against the other, and their respective agents, officers, and employees; for any damage or destruction of persons, property or business which shall occur on or about the Property originating from any cause whatsoever including the negligence of either party and their respective agents, officers, and employees.

10. ASSIGNING AND SUBLETTING.

Tenant shall not sublet the Property or any part thereof, assign this Lease, or permit any business to be operated in, on or from the Property by any concessionaire or licensee without in each case the prior written consent of Landlord.

11. RETURN OF PROPERTY.

Tenant shall return said Property in at least as good as condition as existed at commencement of this Lease.

12. DEFAULT BY TENANT.

If: (i) Tenant defaults in the payment of rent, additional rent or any other charges or in the performance of any other of Tenant's obligations hereunder, and fails to remedy such default within ten (10) days after written notice from Landlord, (ii) Tenant defaults regarding matters other than the payment of money and Tenant fails to remedy such

default within thirty (30) days after written notice from Landlord (or, in the event such default cannot be reasonably cured within the thirty (30) day period, Tenant fails to commence to cure such default within the thirty (30) day period and thereafter fails to promptly and diligently pursue the cure thereof within a reasonable time); (iii) a receiver of any property of Tenant on the Property is appointed, (iv) Tenant's interest in the Property is levied upon by legal process, (v) Tenant be adjudged bankrupt and Tenant fails within thirty (30) days to cause the vacation of such appointment, levy or adjudication, or (vi) Tenant files a voluntary petition in bankruptcy, disposes of all or substantially all of its assets in bulk, or makes an assignment for the benefit of its creditors, then the obligations of Landlord hereunder shall cease, without prejudice to the right of Landlord to recover from Tenant any sums due Landlord for rent, and other charges payable by Tenant hereunder, including reasonable attorney's fees to the date of such entry, and also liquidated damages equal to any deficiency between the then rental value of the Property for the unexpired portion of the term and the rent provided for that portion of the term. No failure of Landlord to enforce its right or remedies upon default of Tenant shall prejudice or affect the rights of Landlord upon any subsequent or similar default.

If Tenant at any time shall fail to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time after giving thirty (30) days prior written notice to Tenant make such payments or perform such act for the account and at the expense of Tenant. All sums so paid by Landlord and all costs and expenses so incurred shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand.

All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

13. NOTICES.

Any notice or consent required to be given by or on behalf of either party to the other shall be deemed given when mailed by registered or certified mail, return receipt requested, addressed to Landlord at the address herein specified below, and to Tenant at the address herein specified below, or at such other address as either party may specify, from time to time, by notice to the other in the manner herein set forth.

To Landlord:
Mayor
City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122

And:
Hope L. Jones
Law Director

City of Beachwood
25325 Fairmount Boulevard
Beachwood, OH 44122

To Tenant:
Beachwood Chamber of Commerce

Beachwood, OH 44122

14. QUIET ENJOYMENT.

Landlord hereby covenants and agrees that if Tenant shall perform all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have peaceable quiet enjoyment and possession of the Property without any hindrance from Landlord or any person or persons lawfully claiming the Property, subject, however, to the terms and conditions of this Lease, and to any mortgages, ground or underlying leases, deeds, and encumbrances of record to which this Lease is or may be subordinated. The occurrence of a foreclosure or a sale without prior written consent from Tenant shall be deemed a material breach of Landlord's covenant of quiet enjoyment.

15. LIABILITY OF LANDLORD.

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord or pursue any other legal means to achieve satisfaction under the law. In the event of the sale or other transfer of Landlord's right, title and interest in the Property or the Property, Landlord shall be released from all liability and obligations hereunder for those acts occurring after the date of sale or transfers.

16. MISCELLANEOUS PROVISIONS.

- (A) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rentals herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.
- (B) Waiver. No waiver of any condition or legal right or remedy shall be implied by the failure of Landlord to declare forfeiture, or for any other reason, and no waiver of any condition or covenant shall be valid unless it is in writing and signed by Landlord. No waiver by Landlord with respect to one or more tenants or

occupants of the Property shall constitute a waiver in favor of any other tenant, nor shall the waiver of a breach of any condition be claimed or pleaded to excuse a future breach of the same condition or covenant.

- (C) Broker's Commission. Landlord and Tenant each warrant to the other that there are no claims for broker's commissions or finder's fees in connection with the execution of this Lease.
- (D) No Partnership. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or a joint venture or a member of a joint enterprise with Tenant.
- (E) Section Headings. The section headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease.
- (F) Lease Inures to the Benefit of Assignees. This Lease and all of the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns respectively, of the parties hereto, provided, however, that no assignment by, from, through, or under Tenant in violation of the provisions hereof shall vest in the assigns any right, title, or interest whatever.
- (G) Entire Agreement. This Lease and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Property, and there are no covenants, promises agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.
- (H) Surrender and Holding Over. Tenant shall deliver up and surrender to Landlord possession of the Property upon the expiration of the Lease, or its termination in any way, in as good condition and repair as the same shall be at the commencement of said term (damage by fire and other perils covered by standard fire and extended coverage insurance and ordinary wear and decay only excepted). Should Tenant remain in possession of the Property after any termination of this Lease without first obtaining a renewal, no tenancy or interest in the Property shall result therefrom, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall upon demand pay to Landlord, as liquidated damages, a sum equal to one hundred twenty-five percent (125%) of the rent payable during the calendar month immediately preceding the termination of this Lease, pro-rated on a per diem basis, for any period during which Tenant shall hold the Property after the stipulated term of this Lease may have terminated.

- (I) No Option. The submission of this Lease for examination does not constitute a reservation of or option for the Property, and shall vest no right in either party. This Lease becomes effective as a Lease only upon execution and delivery thereof by the parties hereto.
- (J) Severability. In the event that any provision or section of this Lease 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 therein, and the balance of this Lease shall continue in effect in accordance with its terms.
- (K) Hazardous Wastes and Substances.
- (i) Landlord warrants and represents that (i) to the best of Landlord's knowledge and belief, the Property are not subject to any hazardous materials contamination as of the date hereof, and no hazardous waste, hazardous substance or hazardous material exists on, under or about the Property as of the date hereof, nor has any hazardous waste, hazardous substance or hazardous material been transported to or from the Property or used generated, manufactured, stored or disposed of on, under or about the Property except in compliance with all applicable laws and (ii) that Landlord has delivered to Tenant a true and complete copy of any environmental reports or assessments pertaining to the Property or Property that are in the possession or control of Landlord or its lenders agents or affiliates. Except for any substance typically used for the repair and maintenance of vehicles and school buses, Tenant warrants that Tenant shall not use hazardous substances within the Property as defined by the Comprehensive Environmental Response Compensation and Liability.
 - (ii) Tenant further warrants that it shall not generate any "hazardous wastes" within the Property as defined by the Resource Conservation and Recovery Act, except for any substance that is related to the typical repair and maintenance of vehicles and school buses.
 - (iii) Except for any substance typically used for the repair and maintenance of vehicles and school buses, Tenant agrees that Tenant shall not permit the use of any hazardous substances or wastes without first obtaining the prior written consent of Landlord. If Landlord gives its consent, Tenant agrees to manage and dispose of all hazardous substances and hazardous wastes in accordance with all federal, state and local laws, regulations and rules and to handle such substances and wastes in such fashions as to avoid any discharge of hazardous substances or wastes on the site of the Property.
 - (iv) Tenant agrees not to store any hazardous wastes within or upon the

Property.

- (v) Tenant shall provide all necessary information, make all requisite submissions, and take all actions required by the Ohio Environmental Protection Agency pursuant to Tenant's use of the Property. Tenant's obligations under this Section shall continue so long as Landlord remains responsible for any spills or discharges or hazardous substances or wastes at the Property which occur during the term of this Lease.

Notwithstanding anything contained in the Lease to the contrary, Tenant shall have no obligations or responsibility for any adverse environmental condition or any environmental contamination which did not directly result from an act or omission of Tenant during the term of its occupancy of the Property. The Lease does not prohibit Tenant from utilizing, storing or generating hazardous materials at the Property for the Tenant's permitted uses as described in the Lease, so long as Tenant complies with all applicable legal requirements concerning the use, storage and/or generation of such hazardous materials.

- (vi) Should the Tenant cause or permit any intentional or unintentional action or omission which results in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of "Hazardous Substances," as such term is defined in RCRA, into waters or onto lands of the State of Ohio or into waters outside the jurisdiction of the State of Ohio resulting in damage to the lands, waters, fish, shellfish, wildlife, biota, air or other resources owned, managed or held in trust or otherwise controlled by the State of Ohio, without having a permit issued by the appropriate governmental authorities, the Tenant shall promptly clean up the same in accordance with the provisions of the Federal and State laws, as they may be amended from time to time, governing same.
- (vii) Upon the expiration of the term of this Lease, or the earlier termination thereof, whichever shall be the first to occur, Tenant shall forthwith remove all hazardous wastes and substances generated by Tenant from any portion of the Property. Landlord shall have the right to inspect the Property with regard to the management and disposal of hazardous substances and wastes at all reasonable times during the term of this Lease and any extensions or renewals thereof.
- (viii) The provisions of this section shall survive the expiration or termination for any reason of this Lease.

- (L) **Force Majeure.** In the event that Landlord or Tenant is delayed, hindered in or prevented from the performance of any act required hereunder (other than the payment of rent and other charges payable by Tenant), or prevented from using

the Property as intended in Section 5, by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, subsequent regulation or legislation restricting the intended use of the Property, the act, failure to act or default of the other party beyond that party's reasonable control, war or any other reason beyond the reasonable control of the party who is seeking additional time for the performance of such act, then performance of such act shall be excused for the period of the prohibition or delay and/or the period for the performance of any such act shall be extended for a reasonable period.

- (M) Subsequent Sale or Transfer. If Landlord sells the Property, Landlord shall take reasonable measures to ensure a resulting purchase agreement preserves Tenant's leasehold interest in the Property for the duration of the lease term, such that the purchaser assumes the same covenants and responsibilities as Landlord under this Lease. Should Landlord sell or assign its interests in the Property for the benefit of creditors, either by voluntary or involuntary proceedings, or if otherwise a receiver should be appointed by any court of competent jurisdiction, the occurrence of such an event shall be deemed a material breach of this Lease unless prior written consent is provided by Tenant or Tenant's leasehold interest remains intact.
- (N) Property Taxes. If any property taxes are attributed to the leased property due to Tenant's occupancy, then Tenant will be required to reimburse associated costs to Landlord.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be signed,
as of the date and year first written.

LANDLORD: THE CITY OF BEACHWOOD

By: _____
Name: MARTIN S. HORWITZ
Its: MAYOR
Date: _____

TENANT: BEACHWOOD CHAMBER OF COMMERCE

By: _____
Name: _____
Its: _____
Date: _____

and

By: _____
Name: _____
Its: _____
Date: _____

CERTIFICATE OF THE LAW DIRECTOR

Approved as to form.

Hope L. Jones
Director of Law
City of Beachwood, Ohio
Date: _____