City of Lakewood
City Council

Council At Large
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Thomas R. Bullock III
Angelina Hamilton Steiner

Ward Council
Kyle Baker, Ward 1, Vice President
Bryan Evans, Ward 2
Cindy Strebig, Ward 3
Matthew Bixenstine, Ward 4

Noticed 11/04/26

PUBLIC NOTICE – COMMITTEE OF THE WHOLE

Committee of the Whole will meet Monday November 9, 2026 at 7:00 p.m. in the Auditorium at Lakewood City Hall, 12650 Detroit Ave. The meeting is open to the public.

The meeting will be livestreamed on the City's website.

The agenda is as follows:

Approval of the minutes of the October 5, 2026 Committee of the Whole.

Communication from Assistant Law Director Crossman and Director of Planning and Development Byington regarding Resolution Approving Purchase of Former Franklin School Property. *(referred to COW 11/2/26)*

RESOLUTION 2026-50 - A RESOLUTION to take effect immediately provided it receives the affirmative vote of at least two thirds of the members of Council, or otherwise to take effect and be in force after the earliest period allowed by law, approving an agreement with Inner Peace Cleveland LLC for the purchase of approximately 23,435 square feet of real property currently addressed as 13465 Franklin Boulevard, Lakewood, Ohio, for the sum of $300,000, and authorizing the Mayor and other appropriate City officials to execute all documents and take all actions necessary to complete the acquisition according to the terms of that agreement. *(referred to COW 11/2/26)*

Sarah Kepple, Chair
COMMITTEE OF THE WHOLE

PUBLIC COMMENT PROTOCOL
The public is invited to comment on agenda items by submitting a written comment in advance of the meeting using the eComment platform. New users must create an eComment account. Committee Chairs may also accommodate in person public comment.

ADA PROTOCOL
Individuals with disabilities who require accommodations for participation in meetings must request accommodations at least 3 business days ahead of the scheduled meeting. Contact Michelle Nochta at (216) 529-5906 or michelle.nochta@lakewoodoh.gov.

City of Lakewood
Department Of Law

Ernest E. Vargo, Director
Jennifer L. Swallow, Chief Assistant Director
Jeffrey Crossman, First Assistant Director

(216) 529-6030 | law@lakewoodoh.gov

November 2, 2026

Lakewood City Council
12650 Detroit Avenue
Lakewood, Ohio 44107

Re: Resolution approving purchase of former Franklin School property

Dear President Kepple and Members of Council:

Please find attached a resolution that, if adopted, would approve the purchase agreement between the City of Lakewood and Inner Peace Cleveland LLC for the City to acquire the northern portion of the former Franklin School property at 13465 Franklin Boulevard.

The property includes the existing playground area and related improvements. The agreement provides that the City will acquire the property for public park and recreational purposes. The deed will restrict the property to those purposes for 30 years and, during that period, will prohibit its transfer to a private party or to a public entity for an inconsistent use without the seller's written consent. Following closing, the City intends to evaluate improvements to the playground, including possible replacement of the existing equipment with equipment designed to improve accessibility and recreational opportunities for the public.

Timing is of the essence as the seller has indicated that this sale must be completed by the end of November. Therefore, we ask that you refer this to Committee, whereupon the Law Department will provide background and answer questions prior to a Council vote on this transaction at the second meeting in November (16th). Please let us know if you have any issues with the plan.

Approval of the attached resolution will authorize the Mayor and appropriate City officials to execute the agreement in substantially the form presented to Council and to complete the documents and actions necessary for closing. We respectfully request that Council refer the resolution to the appropriate committee for review and adoption.

Respectfully,

Jeffrey Crossman
Assistant Law Director

Angela Byington
Director of Planning and Development

RESOLUTION NO. 2026-50 BY:

WHEREAS, Inner Peace Cleveland LLC owns the former Franklin School property located at 13465 Franklin Boulevard, and the City has negotiated an agreement to purchase an approximately 23,435 -square-foot portion of that property for $300,000; and

WHEREAS, the property to be acquired includes the portion of the former Franklin School property that includes the existing playground area and related improvements and will be used for public park and recreational purposes; and

WHEREAS, the purchase agreement makes the City's obligation to close contingent upon, among other things, satisfactory due diligence, marketable title, approval of the lot split and creation of the property as a separate legal parcel, and approval of this Council; and

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the powers of local self-government and the authority to acquire and hold real property for municipal purposes; and

WHEREAS, as set forth in Section 2.12 of the Third Amended Charter of the City of Lakewood, this Council by a vote of at least two thirds of its members determines that this resolution is an emergency measure and that it shall take effect immediately, and that it is necessary for the immediate preservation of the public property, health, safety and welfare and to provide for the usual daily operation of municipal departments, in that immediate effectiveness will permit the City to execute the negotiated agreement, open escrow, undertake the required due diligence and lot-split process, and timely complete the acquisition; now, therefore,

BE IT RESOLVED BY THE CITY OF LAKEWOOD, OHIO:

Section 1. The purchase agreement between the City of Lakewood and Inner Peace Cleveland LLC for the City's purchase of approximately 23,435 square feet of real property currently addressed as 13465 Franklin Boulevard, Lakewood, Ohio, for the purchase price of $300,000, in substantial form as attached hereto as Exhibit A, is hereby approved.

Section 2. The Mayor, Director of Law, Director of Planning and Development, Director of Finance, and any other appropriate City officials are hereby authorized to execute the purchase agreement and all deeds, escrow instructions, affidavits, certificates, lot-split documents and other instruments, and to take all actions necessary or appropriate to complete the acquisition in accordance with the agreement. The Director of Law is further authorized to approve nonmaterial changes to the agreement that are consistent with this resolution and not materially adverse to the City, which determination by the Director of Law shall be conclusive.

Section 3. The Director of Finance is hereby authorized to pay the purchase price and the City's closing costs and other expenses authorized by the purchase agreement from funds lawfully available and appropriated for that purpose.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this resolution, and provided it receives the affirmative vote of at least two thirds of the members of Council, this resolution shall take effect and be in force immediately upon its adoption by Council and approval by the Mayor, or otherwise it shall take effect and be in force after the earliest period allowed by law.

Adopted:_____

_____
Sarah Kepple, President of Council

_____
Maureen M. Bach, Clerk of Council

Approved:_____

_____
Meghan F. George, Mayor

Exhibit A

Agreement of Sale

Former Franklin School Property

AGREEMENT OF SALE

The City of Lakewood, Ohio, an Ohio municipal corporation and political subdivision ("Buyer"), agrees to purchase from Inner Peace Cleveland LLC ("Seller"), and Seller agrees to sell to Buyer, that certain portion of the real property currently addressed as 13465 Franklin Boulevard, Lakewood, Ohio, consisting of approximately 23,435 square feet as generally depicted as "Lot A" on **Exhibit "A"** attached hereto (the "Property"), upon the following terms and conditions.

ARTICLE 1. PURCHASE PRICE

1.01. **Amount.** The purchase price for the Property shall be the sum of Three Hundred Thousand Dollars ($300,000.00), payable by Buyer to Seller as follows:

(a) **Down Payment.** The sum of Fifteen Thousand Dollars ($15,000.00) in down payment, which Buyer agrees to deposit into escrow within five days from the date hereof.

(b) **Balance.** The remaining balance of the Purchase Price, being Two Hundred Eighty-Five Thousand Dollars ($285,000.00), subject to any prorations or adjustments provided herein, shall be paid at Closing.

ARTICLE 2. ESCROW AND CLOSING

2.01. **Opening of Escrow.** An escrow shall be opened pursuant to this Agreement at Cleveland Home Title, 28005 Clemens Road, Westlake, Ohio 44145 (the "Escrow Agent"), within 5 days from the date hereof, such time being agreed to be of the essence.

2.02. **Conditions of Escrow.** The close of such escrow and the Buyer's obligation to purchase the Property pursuant to this Agreement are expressly conditioned on:

(a) **Marketable Title.** The conveyance to Buyer or Buyer's nominee of good and marketable title to the Property, as evidenced by an Owner's Fee Policy of Title Insurance issued by First American Title Insurance Company, subject only to liens, encumbrances, restrictions, easements, or conditions as may be approved in writing by Buyer. Upon the execution of this Agreement, Seller shall cause to be ordered from the title company a commitment for an Owner's Policy, and a copy of each shall be sent to Buyer for Buyer's review. Within ten days of receipt of the commitment, Buyer shall notify Seller in writing of any liens, encumbrances, restrictions, easements, or conditions shown therein which are objectionable to Buyer. If so notified, the items that are objectionable to Buyer shall be considered "title defects" and shall be removed by Seller on or before the closing date. If the title defects cannot be removed by Seller by the closing date, or any extensions of the closing date as may be agreed to by the Buyer for the correction of these title defects, this Agreement shall be null and void and all funds and documents previously delivered to the parties or deposited into escrow shall be returned to the respective parties who delivered or deposited such funds or documents, and there shall be no further liability between the parties. Buyer shall also have the right to object to any matters disclosed by the survey obtained pursuant to this Agreement.

(b) **Delivery of Possession.** Delivery of possession of the Property to Buyer or Buyer's nominee, immediately on closing, free and clear of all uses and occupancies except as Buyer may waive in writing.

(c) **Inspection of Property; Due Diligence.** Buyer shall have a period of thirty (30) days following the Effective Date (the "Due Diligence Period") to conduct such investigations of the Property as Buyer deems appropriate, including surveys, environmental reviews, engineering studies, title review, lot split approvals, zoning reviews, utility investigations, and other feasibility studies. Seller shall provide reasonable access to the Property for such purposes, provided that Buyer provides not less than twenty-four (24) hours' prior notice to Seller. If Buyer determines, in Buyer's good faith judgment, that the Property is unsuitable for Buyer's intended use on account of a defect, condition, or restriction discovered during the Due Diligence Period, Buyer may terminate this Agreement by written notice to Seller and Escrow Agent, whereupon all earnest money shall be returned to Buyer and neither party shall have further obligations hereunder. Buyer may request one thirty (30) day extension of the Due Diligence Period by written notice delivered before expiration of the original Due Diligence Period.

(d) **Lot Split Approval.** Closing shall be contingent upon the parties obtaining all governmental approvals reasonably necessary to create the Property as a separate legal parcel and to permit Buyer to utilize the Property for public park purposes. Buyer shall utilize reasonable efforts to obtain all such governmental approvals.

(e) **Legislative Approval.** Buyer's obligation to close is contingent upon approval of this Agreement and the acquisition contemplated hereby by the Buyer's City Council and any other approvals required by applicable law. Buyer shall utilize reasonable efforts to obtain approval of this Agreement by Buyer's City Council.

2.03. **Failure of Conditions.** Should any of the conditions specified in Paragraph 2.02 of this Agreement fail to occur within thirty (30) days after the effective date of this Agreement, Buyer shall have the power, exercisable by giving written notice to the Escrow Agent and to Seller, to cancel such escrow, terminate this Agreement, and recover any amounts paid by Buyer to Seller or to the Escrow Agent on account of the purchase price of said Property. The exercise of such power by Buyer shall not, however, constitute a waiver by Buyer of any other rights it may have against Seller for breach of this Agreement. The Escrow Agent shall be, and is hereby, irrevocably instructed by Seller on such failure of conditions and receipt of such notice from Buyer to refund immediately to Buyer all moneys and instruments deposited by Buyer in escrow pursuant to this Agreement.

2.04. **Prorations.** There shall be prorated between Seller and Buyer on the basis of 30-day months, as of midnight on the day of closing: Real property taxes and assessments levied or assessed against said property as shown on the latest available tax bills, if any. Real estate taxes shall be prorated based upon the acreage or square footage of the Property being conveyed if separate tax parcel information is unavailable as of Closing.

2.05. **Expenses of Closing.** The Expenses of closing described in this Article shall be paid in the following manner:

(a) The full cost of securing the title guarantee or Title Policy described in Paragraph2.02(a) of this Agreement shall be paid by Buyer.

(b) Any costs of transfer and recordation of title shall be paid by Buyer.

(c) Any tax imposed on the conveyance of title to said property to Buyer or Buyer's nominee shall be paid by Seller.

(d) Any fee charged by the Escrow Agent other than the cost of title guarantee or title insurance required by this Agreement shall be paid by Buyer.

(e) Each party shall pay its own attorneys' fees.

(f) The full cost of any Buyer inspections conducted during the Due Diligence Period shall be paid by Buyer.

2.06. **Security for Buyer's Performance.** For the purpose of securing the performance of Buyer under the terms and provisions of this Agreement, Buyer shall deliver to Escrow Agent within five (5) days from the date hereof, the sum of $15,000.00, the down payment, which shall be paid to Seller in the event Buyer breaches this Agreement as provided in Paragraph 5.02 hereof. At closing, the down payment shall be paid over to the Seller and applied to the cash portion of the purchase price, provided, however, that in the event the Buyer shall have given written notice to the Escrow Agent that one or more of the conditions to its obligations set forth in Paragraph 2.02 have not been met, or, in the opinion of Buyer, cannot be satisfied in the manner and as provided for in this Agreement, the down payment shall be forthwith returned by the Escrow Agent to Buyer. The provisions of this Section 2.06 shall survive closing and/or the termination of this Agreement.

2.07. **Time and Place of Closing.** Closing shall occur within fourteen (14) days after expiration of the Due Diligence Period or approval of the lot split, whichever occurs later, unless otherwise agreed in writing by the parties. Notwithstanding the foregoing, the parties shall endeavor to close as promptly as reasonably feasible provided that all other conditions to closing have been fully addressed, including, but not limited to the lot split.

2.08 **Form of Deed**. Seller shall convey the Property together with all improvements located thereon, including all playground equipment, playground surfacing, fencing, benches, trash receptacles, signage, landscaping, lighting, utility improvements, and other fixtures and appurtenances located within the boundaries of the Property in a form as set forth in **Exhibit B**. Notwithstanding the foregoing, any utility systems, equipment, fixtures, or improvements located on the Property but serving Seller's retained parcel shall either be removed by Seller prior to Closing or be made subject to an easement agreement acceptable to Buyer.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF SELLER

3.01. **Warranties of Seller.** Seller hereby represents and warrants to Buyer as follows:

(a) There are no parties in possession of any part of said property as lessees, tenants at sufferance, or trespassers;

(b) To Seller's knowledge, Seller has complied with all applicable laws, ordinances, regulations, statutes, rules, and restrictions relating to said Property, or any part thereof;

(c) As of the effective date of this Agreement, Seller has not received any notices of violation of any applicable zoning, building, environmental, health, safety, accessibility, or land-use regulations affecting the Property which remains uncured;

(d) All work and labor performed and all materials furnished with respect to any improvements or repairs to the Property have been paid in full, and there will be no mechanic's liens or the possibility thereof in connection with any such work or labor performed on or materials furnished to the Property;

(e) To Seller's knowledge there are no actions, suits or proceedings against Seller with respect to the Property, and there are no investigations or actions, suits or proceedings at law or in equity pending or threatened against Seller that would adversely affect this transaction or the Property being sold hereunder;

(f) There are no employment contracts, service contracts, or similar contracts or agreements relating to the management, ownership or operation of the Property;

(g) Seller will assign to Buyer on or before the closing date, by delivering them into escrow, any and all guarantees or warranties with respect to the condition of the property, including all improvements, fixtures, equipment and personal property being conveyed hereunder, that remain in effect;

(h) Attached hereto and marked as **Exhibit "C"** is a true and accurate schedule of insurance carried on the premises. Such insurance shall not be modified between the date hereof and the closing date. No written notices or requests have been received by Seller from any insurance company issuing any of such policies which have not been complied with;

(i) To Seller's knowledge ~~a~~ll documents delivered or required hereunder to be delivered to Buyer and all warranties herein made by Seller are accurate and complete, and there has been no material change in any of the facts, circumstances or subject matter of this transaction of which Buyer has not been informed;

(j) The sale and transfer of the aforesaid Property is, or shall be prior to the closing date, duly authorized in accordance with the law and within the scope of authority of the party or parties conveying the Property, and evidence of such authority shall be presented to Buyer prior to the closing of this transaction;

(k) To Seller's knowledge, all utility lines, service connections, drainage facilities, and other infrastructure serving Seller's retained property and located within the Property have been disclosed to Buyer;

(l) Seller has not granted any easements, licenses, permits, or rights of access affecting the Property other than those disclosed in the title commitment or otherwise disclosed in writing to Buyer.

ARTICLE 4. CONTROL OF PROPERTY DURING ESCROW

4.01. **Destruction of Improvements.** Should any of the improvements of said Property be destroyed or substantially damaged prior to closing as herein provided, Buyer shall have the power, exercisable by the giving of written notice by Buyer to the Escrow Agent and to Seller, to cancel such escrow, terminate this Agreement, and recover any and all amounts paid to the Escrow Agent on account of the purchase price of said Property. Any such improvement on said Property shall be deemed substantially damaged for the purpose of this section if the cost of restoring such improvement to the condition it is in at the date of this Agreement exceeds 25 percent of the purchase price of said Property as provided in this Agreement. If said Property is damaged, but such damage is not substantial enough to give Buyer the right to terminate this Agreement, then Seller will assign to Buyer all of Seller's right, title and interest in all insurance proceeds payable with respect to such damage and the purchase price will be reduced by the amount of Seller's deductible, if any.

4.02 **Maintenance of Premises**. Seller shall maintain the Property in substantially the same condition existing on the Effective Date, reasonable wear and tear excepted. Seller shall not remove any improvements, playground equipment, fencing, landscaping, trees, utility improvements, or other fixtures from the Property without Buyer's prior written consent.

4.03 **No New Encumbrances**. Seller shall not, after the Effective Date and prior to Closing, grant any easement, license, lease, right-of-way, utility easement, or other interest affecting the Property without the prior written consent of Buyer.

4.04 **Inspection Cooperation**. Seller shall provide Buyer, its surveyors, engineers, consultants, and contractors reasonable access to the Property for purposes of conducting surveys, environmental reviews, title investigations, lot split approvals, utility investigations, and related due diligence activities.

ARTICLE 5. BREACH

5.01. **By Seller.** Should Seller default on the full and timely performance of any obligations under the terms of this Agreement for any reason other than Buyer's default, Buyer may:

(a) Enforce specific performance of this Agreement;

(b) Request that the down payment shall be forthwith returned to Buyer; and/or

(c) pursue any other remedies available at law or in equity.

5.02. **By Buyer.** Should Buyer fail to consummate the purchase of said Property, the conditions to Buyer's obligations set forth in Paragraph 2.02 of this Agreement having been satisfied and Buyer being in default, and Seller not being in default hereunder, Seller may:

(a) Receive the down payment from the Escrow Agent, such sum being agreed on as liquidated damages for the failure of Buyer to perform the duties, liabilities, and obligations imposed on it by the terms and provisions of this Agreement. Seller agrees to accept and take said cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event; or

(b) Enforce specific performance of this Agreement.

5.03 **Cure Provision.** Before exercising any remedy under this Article, the non-defaulting party shall provide written notice of the alleged default and the defaulting party shall have fifteen (15) days to cure such default; provided, however, that if the default cannot reasonably be cured within fifteen (15) days, the cure period shall be extended so long as the defaulting party commences cure within such period and diligently pursues completion thereof.

ARTICLE 6. SPECIAL CONDITIONS

6.01. **Special Conditions.** The following shall constitute special Terms of this Agreement and shall survive the Closing.

(a) **Existing Surveys, Reports and Title Evidence.** Seller has provided or, on Buyer's demand, will promptly provide to Buyer the original or copy of any and all surveys, title evidence, soil test reports, environmental site assessments and any other inspections or testing reports or studies which Seller possesses relative to the Property.

(b) **Lot Split and Survey**. Buyer shall obtain, at its sole cost and expense, a boundary survey, legal description, and plat of survey depicting the Property to be conveyed. The Property shall consist of the portion of Seller's existing parcel generally depicted on **Exhibit "A"** and more particularly described in the survey and legal description prepared for closing. The parties shall reasonably cooperate in obtaining any lot split, parcel reconfiguration, zoning approval, or other governmental approval necessary to create the Property as a separate legal parcel. Closing shall be contingent upon approval and recording of all necessary lot split and parcel creation documents acceptable to Buyer.

(c) **Concrete Pad Removal.** Following Closing, Buyer shall, at its sole cost and expense, remove the existing concrete pad located on Seller's retained Lot B immediately east of and adjacent to the building on Lot B, and shall use its best efforts to restore the area with grass comparable to surrounding conditions. Buyer shall complete such removal as soon as practicable following Closing, and shall complete such restoration to grass as soon as seasonally practical thereafter, or along such timeline as otherwise agreed by Buyer and Seller.

(d) **Future Playground Improvements**. Buyer intends to evaluate and improve the existing playground facilities located on the Property following Closing. Such improvements may include the replacement of existing playground equipment with new equipment designed to enhance accessibility and recreational opportunities for the public, including equipment intended to comply with applicable federal accessibility requirements. The nature, scope, design, timing, and cost of any such improvements shall be determined by Buyer in its sole discretion and subject to the availability of funding and any governmental approvals required by law.

(e) **Fence; Parking Lot Access**. Following Closing, Buyer shall, at its sole cost and expense, install a fence (the "Boundary Fence") running the length of the eastern border of the Retained Lot from the northern point of said border (approximately the corner of Franklin Ave. and Lewis Dr.) to the southern point thereof, and including a pedestrian entrance gate and a commercially reasonable gate or other access control mechanism for vehicular ingress and egress from the parking area on the Retained Lot. The Boundary Fence shall be constructed using materials, style, and color, as reasonably determined by Buyer following consultation with Seller. Buyer shall submit the proposed design, materials, and site plan for the Boundary Fence to Seller for Seller's written approval prior to commencing installation, which approval shall not be unreasonably withheld. Seller shall respond to any such submission within ten (10) business days of receipt or as mutually agreed by the parties; failure to respond within such period shall be deemed approval. Buyer shall diligently pursue and complete installation of the Boundary Fence as soon as practicable following Closing. Following installation, Buyer shall maintain the Boundary Fence on its portion of the lot in reasonably good condition. Seller shall, at its sole cost and expense, maintain, repair, replace, and operate the fencing and any gate and all associated hardware and access-control mechanisms installed as part of the Boundary Fence for vehicular access to the Retained Lot.

(f) **Land Valuation**. The parties acknowledge that the Purchase Price for the Property is the result of an arm's-length transaction representing the fair market value of the Property on the Effective Date. Nothing in this provision precludes either party from offering evidence of this transaction in any future proceeding.

ARTICLE 7. MISCELLANEOUS

7.01. **Assignment of Agreement.** This Agreement shall be binding on the respective heirs, executors, administrators, successors, and to the extent assignable, on the assigns or nominees of the parties hereto, provided Buyer shall not transfer or assign this Agreement without first having obtained the express written consent of Seller, such consent not to be unreasonably withheld, conditioned or delayed. On delivery to Seller of an instrument in writing whereby the assignee of the Buyer assumes all of the provisions of this Agreement to be performed by Buyer, then, in that event, Buyer shall be released and discharged of all further liability hereunder.

7.02. **Survival of Covenants.** Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties pertaining to a period of time

following the closing of the transactions contemplated hereby shall survive the Closing and execution, delivery, and execution of the deed.

7.03. **Notice.** Any notice required under this Agreement shall be deemed given when delivered personally, sent by nationally recognized overnight courier, sent by certified United States Mail, return receipt requested, or transmitted by electronic mail with confirmation of transmission.

7.04. **Ohio Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Ohio. All obligations of the parties created hereunder are performable in Lakewood, Cuyahoga County, Ohio.

7.05. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.06. **Prior Agreements Superseded.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the aforesaid subject matter.

7.07. **Time of Essence.** Time is of the essence of this Agreement.

7.08. **Descriptive Heading.** The descriptive headings used herein are for convenience only and are not intended to necessarily refer to the matter in sections which precede or follow them, and have no effect whatsoever in determining the rights or obligations of the parties.

7.09. **Counterparts.** This Agreement may be executed in counterparts.

7.10. **Time Limit.** This Agreement shall become effective only upon execution by both parties (the "Effective Date").

7.11. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect.

(*The signature page follows*.)

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunder set their hands on the dates noted below.

BUYER

City of Lakewood

By: _____ [*signature*]
Angela Byington

Its: Director of Planning and Development

Date: _____

SELLER

Inner Peace Cleveland , LLC

By: _____ [*signature*]
David Fox
Its: Member

Date: _____

EXHIBIT "A"

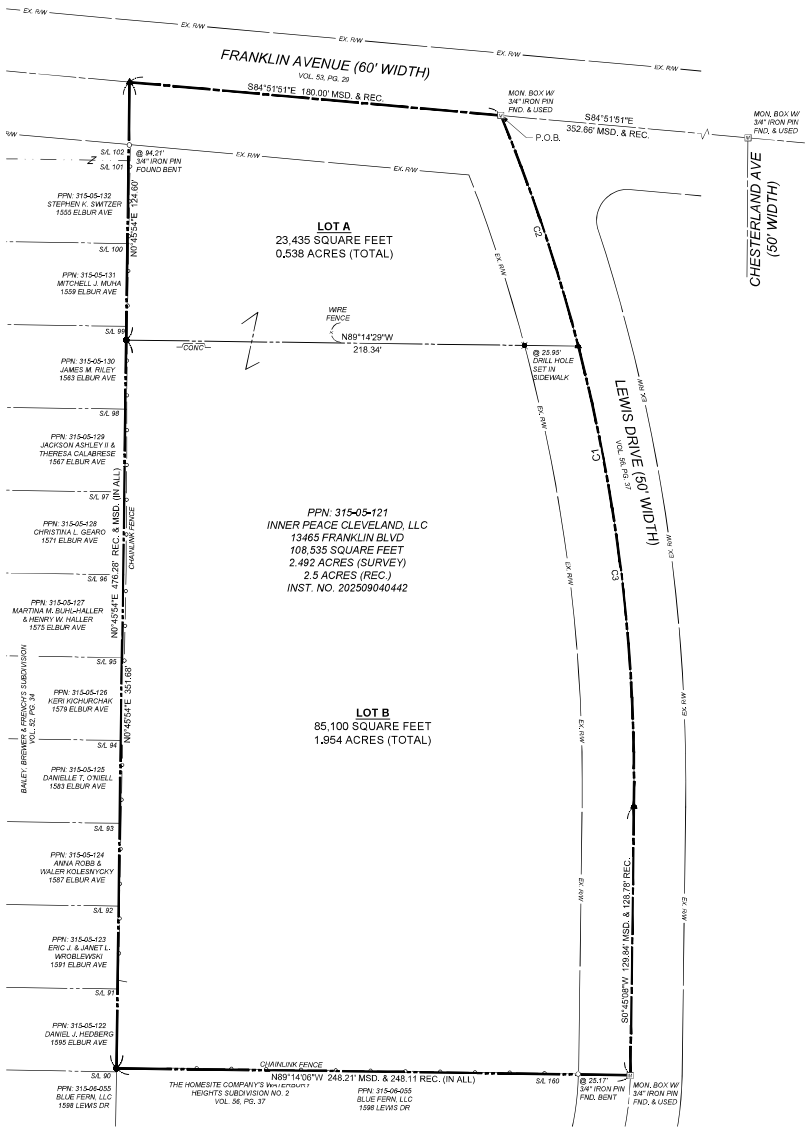
Lot Split Plat Depicting Lot A (Property To Be Conveyed)
and Lot B (Seller's Retained Property)

LOT SPLIT PLAT

SITUATED IN THE STATE OF OHIO, THE COUNTY OF CUYAHOGA, THE CITY OF LAKEWOOD, AND BEING KNOWN AS PART OF SECTION 21, ROCKPORT TOWNSHIP, NOW IN SAID CITY OF LAKEWOOD AND MORE PARTICULARLY BEING A PORT OF THE PREMISES CONVEYED TO INNER PEACE CLEVELAND, LLC AN OHIO LIMITED LIABILITY COMPANY, BY AN INSTRUMENT NUMBER 202509040442 RECORDED ON SEPTEMBER 4, 2025, AT THE CUYAHOGA COUNTY RECORDS

30 0 30 60
DRAWING SCALE 1" = 30'

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	CHD BRG	CHD DIST
C1	23° 18' 40"	840.83'	342.09'	S10° 54' 11"E	339.74'
C2	8° 08' 39"	827.29'	117.59'	S18° 33' 11"E	117.49'
C3	15° 17' 52"	840.93'	224.53'	S6° 53' 51"E	223.86'



AREA OF TABULATION

- **LOT A**
  - TOTAL ACREAGE: 0.538 ACRES
  - AREA IN RIGHT OF WAY: 0.177 ACRES
  - NET AREA: 0.361 ACRES
- **LOT B**
  - TOTAL ACREAGE: 1.954 ACRES
  - AREA IN RIGHT OF WAY: 0.203 ACRES
  - NET AREA: 1.751 ACRES

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.
3. AN ALTA/NSPS LAND TITLE SURVEY WAS NOT PERFORMED.
4. ALL DIMENSIONS GIVEN ARE EXPRESSED IN US SURVEY FEET
5. 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"
6. EASEMENTS AND/OR RIGHT OF WAYS WERE NOT ADDRESSED DURING THIS SURVEY UNLESS OTHER THAN SHOWN HEREON.
7. EXISTING FENCE IS ONLINE OR APPROXIMATELY 0.50-FEET ON THE SUBJECT PROPERTY.

LEGEND

- EX. CENTERLINE OF RIGHT-OF-WAY
- EX. RIGHT-OF-WAY
- EX. PROPERTY LINE
- EX. SUBLOT LINE
- PR. PROPERTY LINE
- EX. EDGE OF PAVEMENT
- EX. CHAINLINK FENCE
- EX. WIRE FENCE
- EX. MONUMENT BOX FOUND (AS DESCRIBED)
- EX. IRON PIN FOUND (AS DESCRIBED)
- IRON PIN SET
- DRILL HOLE SET

MSD. OR REC. MEASURED OR RECORD DISTANCE

INTENT OF SURVEY:

THE INTENT OF THIS SURVEY IS SPLIT THE SUBJECT PROPERTY (PPN: 315-05-121) INTO TWO LOTS (LOTS A & B).

OWNERS ACCEPTANCE

THE UNDERSIGNED, INNER PEACE CLEVELAND, LLC, AN OHIO LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON, HEREBY ACCEPTS THIS PLAT OF LOT SPLIT SHOWN HEREON.

INNER PEACE CLEVELAND, LLC

SIGNATURE

PRINT NAME

TITLE

NOTARY PUBLIC

COUNTY OF CUYAHOGA
STATE OF OHIO

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,

PERSONALLY APPEARED THE ABOVE _____

THE _____ OF INNER PEACE CLEVELAND, LLC AN OHIO LIMITED LIABILITY COMPANY, WHO ACKNOWLEDGED THAT HE/SHE DID SIGN THE FOREGOING INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND THAT THE SAME IS THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY AND HIS/HER FREE ACT AND DEED AS SUCH OFFICER.

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

_____ OHIO THIS ____ DAY OF _____.

SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES

APPROVALS

CITY ENGINEER
THIS LOT SPLIT HAS BEEN APPROVED BY THE CITY ENGINEER OF THE CITY OF LAKEWOOD

ON THIS ____ DAY OF _____.

CITY ENGINEER

PLANNING COMMISSION
THIS LOT SPLIT HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF LAKEWOOD

ON THIS ____ DAY OF _____.

CHAIRMAN OF PLANNING COMMISSION

SECRTARY OF PLANNING COMMISSION

CLERK OF COUNCIL
THIS LOT SPLIT HAS BEEN APPROVED BY THE COUNCIL OF THE CITY OF LAKEWOOD

ON THIS ____ DAY OF _____.

CLERK OF COUNCIL

SURVEYOR'S CERTIFICATION

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

THOMAS M. MEEKS
OHIO REGISTERED SURVEYOR NO. 8674

verdantas
8150 STERLING COURT
MENTOR, OH 44060
TEL. 440.951.9000

THOMAS M. MEEKS — STATE OF OHIO — 8674 — REGISTERED PROFESSIONAL SURVEYOR — P.S. 8674 — OHIO

DESIGNED BY	DRAWN BY	CHECKED BY	PROJECT NO.
	RAS	TMM	49951

NO.	REVISION	CHK'D BY	DATE

CITY OF LAKEWOOD, CUYAHOGA COUNTY, STATE OF OHIO

LOT SPLIT PLAT
13465 FRANKLIN BOULEVARD
CITY OF LAKEWOOD

DATE 09/15/2026

SCALE 1"=30'

SHEET 1 OF 1

verdantas

8150 Sterling Court
Mentor, Ohio 44060
440-951-9000

September 15, 2026

Description of Lot Split A

0.538 Acres

of

PPN: 315-05-121

Situated in the State of Ohio, the County of Cuyahoga, the City of Lakewood, and being known as part of Section 21, Rockport Township, now in said City of Lakewood and more particularly being a port of the premises conveyed to Inner Peace Cleveland, LLC an Ohio Limited Liability Company, by an Instrument Number 202509040442 recorded on September 4th, 2025, at the Cuyahoga County Records and being further bound as follows:

PRINCIPAL POINT OF BEGINNING at a 3/4-inch iron pin found in a monument box at the intersection of the centerline of Franklin Boulevard., (60 feet width), and the centerline of Lewis Drive, (50 feet width), at a distant of S 18°31'29" E 352.66 feet from a 3/4-inch iron pin found a monument box at the intersection of the centerline of said Franklin Boulevard and the centerline of Chesterland Avenue (50 feet width);

COURSE I Thence along the centerline of said Franklin Boulevard 117.59 feet along the arc of a curve, deflecting to the RIGHT, (said curve having a radius of 827.29 feet, an included angle 8°08'39", a chord length of 117.49 feet, which bears South 18°33'11" East, to a point in the centerline of said Lewis Drive;

COURSE II Thence North 89°14'29" West, passing over a drill hole set at 25.94 feet, 218.34 feet in all, to an iron pin set on the eastern line of Sublot 99 of the Baily, Brewer and French's Subdivision, Volume 52, Page 34, Cuyahoga County Map Records;

COURSE III Thence North 00°45'54" East, passing by a 3/4" iron pin found at 94.21 feet, 0.24 feet due east of line, 124.60 feet in all, along said eastern line of said Baily, Brewer and French's Subdivision, to a point in the centerline of said Franklin Boulevard;

COURSE IV Thence South 84°51'51" East, 180.00 feet along the centerline of said Franklin Boulevard, to the said point being the PRINCIPAL

POINT OF BEGINNING, and containing **0.538 Acres** (23,435 Square Feet) total of which 0.177 Acres is in Franklin Avenue and Lewis Drive Right of Way leaving a Net Acreage of **0.361 Acres**, of land surveyed and described September 2026 by Thomas M. Meeks, Ohio Registered Surveyor No. 8674 of Verdantas LLC. and is subject to all legal highways and easements of record.

Bearing contained herein are based upon Ohio State Plane (North Zone) Coordinates, Horizontal Datum NAD83 (2011).

Where indicated hereon, all iron pins set 5/8-inch diameter rebar, 30 inches in length, having a yellow cap bearing the inscription "VERDANTAS".

The above-described Lot A is a part of Cuyahoga County Parcel No. 315-05-121.



Thomas M. Meeks
Ohio Registered Surveyor No. 8674
September 15th, 2026

verdantas

8150 Sterling Court
Mentor, Ohio 44060
440-951-9000

September 15, 2026

Description of Lot Split B

1.954 Acres

of

PPN: 315-05-121

Situated in the State of Ohio, the County of Cuyahoga, the City of Lakewood, and being known as part of Section 21, Rockport Township, now in said City of Lakewood and more particularly being a port of the premises conveyed to Inner Peace Cleveland, LLC an Ohio Limited Liability Company, by an Instrument Number 202509040442 recorded on September 4th, 2025, at the Cuyahoga County Records and being further bound as follows:

BEGINNING at a 3/4-inch iron pin found in a monument box at the intersection of the centerline of Franklin Boulevard., (60 feet width), and the centerline of Lewis Drive, (50 feet width), at a distant of S 18°31'29" E 352.66 feet from a 3/4-inch iron pin found a monument box at the intersection of the centerline of said Franklin Boulevard and the centerline of Chesterland Avenue (50 feet width);

Thence along the centerline of said Franklin Boulevard 117.59 feet along the arc of a curve, deflecting to the RIGHT, (said curve having a radius of 827.29 feet, an included angle 8°08'39", a chord length of 117.49 feet, which bears South 18°33'11" East, to a point in the centerline of said Lewis Drive and PRINCIPAL POINT OF BEGINNING;

COURSE I Thence along the centerline of said Franklin Boulevard 224.53 feet along the arc of a curve, deflecting to the RIGHT, (said curve having a radius of 840.93 feet, an included angle 15°17'52", a chord length of 223.86 feet, which bears South 6°53'51" East, to a point in the centerline of said Lewis Drive

COURSE II Thence South 00°47'35" West, along the centerline of said Lewis Drive, 129.84 feet to a 3/4" iron pin found in a monument box at the centerline of said Lewis Drive;

COURSE III Thence N 89°14'06" W, passing over a 3/4" iron pin found at 25.17-feet and 0.21 feet due north of line, and being the northeast corner Sublot No. 160 of Waterbury Heights Subdivision No.2, recorded plat, Volume 56, Page 37, Cuyahoga County Map Records,

continuing along the northern line of said Sublot No. 160, in all 248.13 feet, to an iron pin set on the eastern line of Baily, Brewer and French's Subdivision, Volume 52, Page 34, Cuyahoga County Map Records;

COURSE IV Thence N 00°45'54" E, along the eastern line of said Baily, Brewer and French's Subdivision 351.68 feet to an iron pin set in the eastern line of said Baily, Brewer and French's Subdivision;

COURSE IV Thence South 89°14'29" East, passing over a drill hole set at 192.40 feet, in all 218.34 feet, to the PRINCIPAL POINT OF BEGINNING, and containing **1.954 Acres** (85,100 Square Feet) total of which 0.203 Acres is in Franklin Avenue and Lewis D rive Right of Way leaving a Net Acreage of **1.751 Acres**, of land surveyed and described September 2026 by Thomas M. Meeks, Ohio Registered Surveyor No. 8674 of Verdantas LLC. and is subject to all legal highways and easements of record.

Bearing contained herein are based upon Ohio State Plane (North Zone) Coordinates, Horizontal Datum NAD83 (2011).

Where indicated hereon, all iron pins set 5/8-inch diameter rebar, 30 inches in length, having a yellow cap bearing the inscription "VERDANTAS".

The above-described Lot B is a part of Cuyahoga County Parcel No. 315-05-121.



Thomas M. Meeks
Ohio Registered Surveyor No. 8674
September 15th, 2026

EXHIBIT "B"

Form of Warranty Deed

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT Inner Peace Cleveland, LLC, the Grantor, claiming title by or through instrument recorded in 202509040442 Cuyahoga County Recorder's Office, for valuable consideration received from, including the sum of Ten Dollars paid by, the City of Lakewood, a municipal corporation, the Grantee, whose tax mailing address is 12650 Detroit Ave., Lakewood, Ohio 44107, does:

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, its heirs, assigns and successors, the following described premises, situated in the City of Lakewood, County of Cuyahoga, and State of Ohio:

The real property described in the two-page "Description of Lot Split A," dated September 15, 2026, prepared by Verdantas LLC and signed and sealed by Thomas M. Meeks, Ohio Registered Surveyor No. 8674, attached to this Deed as Schedule 1 and incorporated herein by reference.

Property Address: No separate street address currently assigned; being Lot A split from the property commonly known as 13465 Franklin Boulevard, Lakewood, Ohio 44107

Permanent Parcel No(s): New PPN for Lot A to be assigned by the Cuyahoga County Fiscal Officer before recording; split from existing PPN 315-05-121

Subject to the Restrictive Covenant set forth below, which is incorporated herein by reference.

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs, assigns and successors forever.

AND THE SAID Grantor, for its assigns and successors, hereby covenants with the said Grantee, its heirs, assigns and successors, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except zoning ordinances, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not then due and payable, and further that said Grantor will warrant and defend the same against all claims whatsoever except as provided herein.

This conveyance is made and accepted subject to the following covenant and restriction (the "Covenant"), which shall run with the land and be binding upon Grantee and Grantee's successors and assigns:

Grantee, for itself and its successors and assigns, covenants that the premises shall be used for public park and recreational purposes, together with any buildings, structures, facilities, improvements, utilities, and accessory uses reasonably necessary or convenient to support public park and recreational purposes (such reasonably incidental accessory uses not to include construction of a vehicle parking lot), and for no other purpose, during the thirty (30)-year period following the date this Deed is recorded (the "Restriction Period"). Additionally, during this Restriction Period, Grantee shall not sell, lease, convey, or otherwise transfer the premises, or any portion thereof, to any private party, nor to any public or governmental entity for a use inconsistent with the preceding sentence, without the prior written consent of Grantor, or Grantor's heirs,

successors, or assigns. This Covenant shall run with the land during the Restriction Period and shall automatically expire, without further action by any party, upon the expiration of the Restriction Period, after which it shall be of no further force or effect.

This covenant shall run with the land and shall be enforceable by Grantor, and Grantor's heirs, successors, and assigns, by action for injunctive relief, specific performance, or damages against Grantee or Grantee's successors or assigns, in the event of any violation or threatened violation of this Covenant. The failure of Grantor, or Grantor's heirs, successors, or assigns, to enforce this Covenant upon any violation shall not be deemed a waiver of the right to enforce this Covenant as to any subsequent or continuing violation. During the Restriction Period, this Covenant may be released, modified, or amended only by a written instrument signed by Grantor, or Grantor's heirs, successors, or assigns, and Grantee, or Grantee's successors or assigns, and recorded in the Office of the Recorder of Cuyahoga County, Ohio. If any provision of this Covenant is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Executed this ____ day of _____, 2026.

GRANTOR:

Inner Peace Cleveland LLC

By: _____
David Fox, Member

GRANTEE:

City of Lakewood

By: _____
Meghan F. George, Mayor

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the above named **DAVID FOX,** the Member **of INNER PEACE CLEVELAND LLC**, the Grantor in the above-captioned Deed, who acknowledged that he did sign the foregoing Warranty Deed and that the same is his free act and deed.

In testimony whereof, I have hereunto set my hand and official seal, at _____, this _____day of _____, 2026.

_____
Notary Public

STATE OF OHIO)
) SS:
CUYAHOGA COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the above named **MEGHAN F. GEORGE**, the Mayor of **CITY OF LAKEWOOD, OHIO**, the Grantee in the above-captioned Deed, who acknowledged that she did sign the foregoing Warranty Deed and that the same is her free act and deed.

In testimony whereof, I have hereunto set my hand and official seal, at _____, this _____day of _____, 2026.

_____
Notary Public

EXHIBIT "C"

Schedule of Insurance on the Premises

(To be provided.)