

**RESOLUTIONS ADOPTED
October 15, 2024**

2024-106 RESOLUTION AUTHORIZING AMENDMENT TO PERMANENT APPROPRIATIONS FOR THE 2024 FISCAL YEAR

2024-107 RESOLUTION TO ESTABLISH MEETING PROCEDURES AND METHODS OF NOTIFICATION FOR THE REMAINDER OF 2024

2024-108 RESOLUTION IMPOSING AN IMMEDIATE MORATORIUM ON THE ISSUANCE AND PROCESSING OF PERMITS ALLOWING MASSAGE STUDIOS, SPAS, AND PARLORS WITHIN PAINESVILLE TOWNSHIP

2024-109 RESOLUTION AUTHORIZING THE ACCEPTANCE OF A CONVEYANCE OF PARCELS OF REAL PROPERTY FROM R.W. SIDLEY PROPERTIES, LLC AND SIDCO, LLC: APPROVING A RECONVEYANCE TO R.W. SIDLEY PROPERTIES, LLC AND SIDCO, LLC AS PROVIDED BY SECTION 5709.41(B) OF THE OHIO REVISED CODE; AUTHORIZING A TRANSFER AND INDEMNIFICATION AGREEMENT IN CONNECTION WITH SUCH LAND TRANSFER

2024-110 RESOLUTION TO CERTIFY CLEANUP COSTS FOR 880 ARDOYE AVENUE IN THE AMOUNT OF \$451.00, AND 1021 LARCHVIEW DRIVE FOR \$451.00

The Board of Painesville Township Trustees met for a regular meeting at 11:00 A.M. on Tuesday October 15, 2024, at 55 Nye Road. The meeting was called to order at 11:00 A.M. by Chairman Cicconetti. Present: Trustees Gabe Cicconetti, Chuck Hillier, Josh Pennock, Administrator Hollie Bartone, Fiscal Officer Michael Patriarca and Legal Adviser Matt Lallo.

MINUTES

Various topics, agenda items and departmental matters were brought before the board including the approval of minutes from the previous meeting(s), October 1, 2024, and October 9, 2024.

SUMMARY OF WORK SESSION:

Motion to Go into Executive Session

Motion made by Trustee Pennock, seconded by Trustee Hillier to enter executive session at 10:32 A.M., in accordance with Ohio Revised Code 121.22, to discuss compensation in the Fire Department.

Exit executive session: Motion by Trustee Hillier, seconded by Trustee Pennock to reconvene the work session at 10:50 A.M.

The Administrator shared the following for the Work Session:

- A discussion was held regarding Grand River Fire staffing.
- The Service Director discussed the following; the Brine Maker Open House, a Recycle Grant opportunity, the purchase of a chipper through the EPA, road repair update for Hawk Ridge/ Ronyak, and lastly the Dartmouth drainage issue Meeting.
- The Director of Zoning discussed the following; an update was given regarding the Spas, and an updated number for Zoning Statics were given to the Trustees.
- The Fire Chief discussed the following; the one-year Central Comm Contract that's for review, Part time Fire Fighter Robert Forester was removed from the active roster and his employment with the Township was terminated, and lastly, the first estimate was received for repairs for Fire Station #3, and additional estimates will be looked into.

OLD BUSINESS: None

NEW BUSINESS: None

LAKE COUNTY SHERIFF'S OFFICE REPORT: The Lake County Sheriff's Office gave an update on activity in the Township.

DEPARTMENT REPORTS:

- **SERVICE DEPARTMENT:** During November, Brush Drop Off will be open Monday through Friday 7:30 A.M. to 3 P.M. and Saturdays 10 A.M. to 2 P.M., and the first Curbside Leaf Pickup will be on Saturday, November 16, 2024, the second Curbside Leaf Pickup will be on Saturday, December 7, 2024.
- **FIRE DEPARTMENT:** No report given
- **DIRECTOR OF ZONING:** No report given
- **LEGAL ADVISOR:** No report given
- **ADMINISTRATOR:** No report given

FISCAL OFFICER:

Request resolution to amend permanent appropriations for the 2024 fiscal year

General fund	1,312,632
Motor Vehicle license Tax	173,288
Gasoline Tax	445,264
Road and Bridge Fund	2,074,320
Police	275,000
Fire District	7,060,385
Permissive motor vehicle license tax	272,220
Lighting assessment	94,436
OPWC Grant	300,000
ARP	1,145,892.95
TIF	561,981
Total of all funds	13,715,418.95

Request Resolution to certify cleanup costs for the following properties and amounts; 880 Ardoye Avenue in the amount of \$451.00 and 1021 Larchview Drive in the amount of \$451.00

TRUSTEES: Trustee Cicconetti needed clarification from Legal regarding Resolution imposing an immediate Moratorium on the issuance and processing of permits allowing massage studios, spas, and parlors within Painesville Township, a discussion was held.

Trustee Hillier needed clarification regarding Resolution authorizing the acceptance of a conveyance of parcels of real property from R.W. Sidley Properties, LLC and SIDCO, LLC: approving a reconveyance to R.W. Sidley Properties, LLC and SIDCO, LLC as provided by section 5709.41(b) of the Ohio Revised Code; authorizing a transfer and indemnification agreement in connection with such land transfer, a discussion was held.

BILLS PAID Various bills, payroll and related disbursements were presented, examined and approved for payment.

RESOLUTIONS ADOPTED

2024-106 RESOLUTION AUTHORIZING AMENDMENT TO PERMANENT APPROPRIATIONS FOR THE 2024 FISCAL YEAR

RESOLVED: We, the Painesville Township Board of Trustees hereby adopt that the following sums be set aside and permanently be appropriated during the fiscal year January 1 through December 31, 2024

General fund	1,312,632
Motor Vehicle license Tax	173,288
Gasoline Tax	445,264
Road and Bridge Fund	2,074,320
Police	275,000
Fire District	7,060,385
Permissive motor vehicle license tax	272,220
Lighting assessment	94,436
OPWC Grant	300,000
ARP	1,145,892.95
TIF	561,981
Total of all funds	13,715,418.95

2024-107 RESOLUTION TO ESTABLISH MEETING PROCEDURES AND METHODS OF NOTIFICATION FOR THE REMAINDER OF 2024

(Resolution separately printed as if fully included herein as Exhibit A)

2024-108 RESOLUTION IMPOSING AN IMMEDIATE MORATORIUM ON THE ISSUANCE AND PROCESSING OF PERMITS ALLOWING MASSAGE STUDIOS, SPAS, AND PARLORS WITHIN PAINESVILLE TOWNSHIP

(Resolution separately printed as if fully included herein as Exhibit A)

2024-109 RESOLUTION AUTHORIZING THE ACCEPTANCE OF A CONVEYANCE OF PARCELS OF REAL PROPERTY FROM R.W. SIDLEY PROPERTIES, LLC AND SIDCO, LLC: APPROVING A RECONVEYANCE TO R.W. SIDLEY PROPERTIES, LLC AND SIDCO, LLC AS PROVIDED BY SECTION 5709.41(B) OF THE OHIO REVISED CODE; AUTHORIZING A TRANSFER AND INDEMNIFICATION AGREEMENT IN CONNECTION WITH SUCH LAND TRANSFER

(Resolution separately printed as if fully included herein as Exhibit A)

2024-110 RESOLUTION TO CERTIFY CLEANUP COSTS FOR 880 ARDOYE AVENUE IN THE AMOUNT OF \$451.00, AND 1021 LARCHVIEW DRIVE FOR \$451.00

RESOLVED, We the Painesville Township Board of Trustees, under the authority of Ohio Revised Code Section 5579.05, 5579.06 and 5579.07 adopt this resolution and we hereby certify that on October 10, 2024 the Painesville Township Road Department and the Painesville Township Administration did incur a total cost of \$451.00 (Four hundred and fifty-one dollars) for the cutting of overgrown weeds and other vegetation at 880 Ardoe Avenue (Permanent Parcel #11B043C001120 and #11B043C001130) we ask the County Auditor to enter the amount of \$451.00 on the tax duplicate to be collected as other taxes and returned to the Township.

RESOLVED, We the Painesville Township Board of Trustees, under the authority of Ohio Revised Code Section 5579.05, 5579.06 and 5579.07 adopt this resolution and we hereby certify that on October 10, 2024 the Painesville Township Road Department and the Painesville Township Administration did incur a total cost of \$451.00 (Four hundred and fifty-one dollars) for the cutting of overgrown weeds and other vegetation at 1021 Larchview Drive (Permanent Parcel #11B034G000060) we ask the County Auditor to enter the amount of \$451.00 on the tax duplicate to be collected as other taxes and returned to the Township.

Chairman Gabe Cicconetti requested a motion to close the meeting at 11:09 A.M., Trustee Hillier made a motion to adjourn the meeting, seconded by Trustee Pennock, passed unanimously.

ADJOURNMENT


Gabe Cicconetti, Chairman


Michael Patriarca, Fiscal Officer

Payment Listing

UAN v2024.2

10/1/2024 to 10/15/2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
2809-2024	10/04/2024	10/04/2024	CH	THE ILLUMINATING COMPANY	\$12,403.53	O
2810-2024	10/08/2024	10/08/2024	CH	JP MORGAN CHASE COMMERCIAL CREDI	\$191.34	O
2811-2024	10/08/2024	10/08/2024	CH	JP MORGAN CHASE COMMERCIAL CREDI	\$469.12	O
2897-2024	10/11/2024	10/09/2024	CH	EXPERT PAY	\$3.00	O
2898-2024	10/09/2024	10/09/2024	CH	JP MORGAN CHASE COMMERCIAL CREDI	\$1,020.70	O
2899-2024	10/09/2024	10/09/2024	CH	JP MORGAN CHASE COMMERCIAL CREDI	\$4,862.28	O
2900-2024	10/10/2024	10/10/2024	CH	JP MORGAN CHASE COMMERCIAL CREDI	\$2,811.99	O
2901-2024	10/11/2024	10/11/2024	CH	THE ILLUMINATING COMPANY	\$89.34	O
2902-2024	10/15/2024	10/15/2024	CH	OHIO JOB & FAMILY SERVICES	\$2,812.00	O
62029	10/03/2024	10/03/2024	AW	ERIC BURCHAK	\$40.00	O
62030	10/03/2024	10/03/2024	AW	JOUGHIN HARDWARE	\$65.83	O
62031	10/03/2024	10/03/2024	AW	LAKE BUSINESS PRODUCTS	\$172.19	O
62032	10/03/2024	10/03/2024	AW	LAKE COUNTY SHERIFF'S DEPARTMENT	\$110.00	O
62033	10/03/2024	10/03/2024	AW	MELZER'S FUEL SERVICE	\$5,260.22	O
62034	10/03/2024	10/03/2024	AW	OHIO DEPARTMENT OF COMMERCE	\$150.00	O
62035	10/03/2024	10/03/2024	AW	BOB'S GARAGE & TOWING SERVICE	\$129.95	O
62036	10/03/2024	10/03/2024	AW	J & J CATERING	\$255.00	O
62037	10/03/2024	10/03/2024	AW	LAKE COUNTY GIS DEPARTMENT	\$1,500.00	O
62038	10/03/2024	10/03/2024	AW	ROBERT HAYES	\$150.00	O
62039	10/03/2024	10/03/2024	AW	O'REILLY AUTOMOTIVE STORES, INC.	\$503.05	O
62040	10/03/2024	10/03/2024	AW	VILLAGE OF FAIRPORT HARBOR	\$15,532.04	O
62041	10/03/2024	10/03/2024	AW	CITY OF PAINESVILLE (UTILITIES)	\$34.80	O
62042	10/03/2024	10/03/2024	AW	RONYAK PAVING, INC.	\$140,371.94	O
62043	10/03/2024	10/03/2024	AW	PHOENIX SAFETY OUTFITTERS	\$3,179.98	O
62044	10/03/2024	10/03/2024	AW	QUILL LLC	\$84.72	O
62045	10/03/2024	10/03/2024	AW	VERIZON WIRELESS	\$40.30	O
62046	10/04/2024	10/04/2024	AW	21st Century Media-Ohio	\$57.25	O
62047	10/04/2024	10/04/2024	AW	THE LAKEWOOD SUPPLY COMPANY	\$474.38	O
62048	10/04/2024	10/04/2024	AW	QUILL LLC	\$18.61	O
62049	10/07/2024	10/07/2024	AW	BEST TRUCK EQUIPMENT, INC.	\$27.79	O
62050	10/07/2024	10/07/2024	AW	CINTAS CORPORATION	\$147.16	O
62051	10/07/2024	10/07/2024	AW	DANIELLE THOMPSON	\$100.00	O
62052	10/07/2024	10/07/2024	AW	LAKE COUNTY DEPARTMENT OF UTILITIES	\$113.00	O
62053	10/10/2024	10/10/2024	AW	BAIN ENTERPRISES	\$238.10	O
62054	10/10/2024	10/10/2024	AW	KEY BANK	\$327.41	O
62055	10/10/2024	10/10/2024	AW	DE MILTA SAND & GRAVEL, INC.	\$280.00	O
62056	10/10/2024	10/10/2024	AW	LAKE COUNTY SHERIFF'S DEPARTMENT	\$360.00	O
62056	10/25/2024	10/25/2024	AW	LAKE COUNTY SHERIFF'S DEPARTMENT	-\$360.00 *	V
62057	10/10/2024	10/10/2024	AW	MRLM LANDSCAPE MATERIALS	\$57.80	O
62058	10/10/2024	10/10/2024	AW	SCAFFCO SCAFFOLDING & SUPPLY CO.	\$325.00	O
62059	10/10/2024	10/10/2024	AW	SPOK, INC.	\$124.50	O
62060	10/10/2024	10/10/2024	AW	LAKE COUNTY TELECOMMUNICATIONS DE	\$1,484.41	O
62061	10/10/2024	10/10/2024	AW	BEST TRUCK EQUIPMENT, INC.	\$156.37	O
62062	10/10/2024	10/10/2024	AW	CONVOY TIRE AND SERVICE, INC.	\$3,238.00	O
62063	10/10/2024	10/10/2024	AW	MRLM LANDSCAPE MATERIALS	\$202.30	O
62064	10/10/2024	10/10/2024	AW	NAPA AUTO PARTS	\$6.69	O

Payment Listing

UAN v2024.2

10/1/2024 to 10/15/2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
62065	10/11/2024	10/11/2024	AW	ASCENDANCE TRUCKS MIDWEST, LLC	\$393.88	O
62066	10/11/2024	10/11/2024	AW	CINTAS CORPORATION	\$147.16	O
62067	10/11/2024	10/11/2024	AW	JOUGHIN HARDWARE	\$64.23	O
62068	10/11/2024	10/11/2024	AW	INFORMATION TECHNOLOGY DEPARTMEN	\$679.96	O
62069	10/11/2024	10/11/2024	AW	LAKE COUNTY DEPARTMENT OF UTILITIES	\$90.45	O
62070	10/11/2024	10/11/2024	AW	THE SAFETY COMPANY LLC DBA MTECH	\$115.95	O
62071	10/11/2024	10/11/2024	AW	NAPA AUTO PARTS	\$13.22	O
Total Payments:					\$201,486.94	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$201,486.94	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

Painesville Township

Established
1800

Resolution

RESOLUTION NO. 2024-107

A RESOLUTION ESTABLISHING MEETING PROCEDURES AND METHODS OF NOTIFICATION FOR THE REMAINDER OF 2024.

WHEREAS, RC §121.22(F) requires public bodies to establish a method for giving notice of meetings; and

WHEREAS, the Painesville Township Board of Trustees finds it advisable to establish certain meeting procedures for the conduct of its business and to provide a method for giving notice of meetings.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Township Trustees of Painesville Township, Lake County, Ohio:

The Painesville Township Board of Trustees hereby adopts the following meeting procedures and establishes the following methods whereby any person may determine the date, time, and place of regular meetings and the date, time, place, and purposes of special meetings of the Board, and whereby the news media may be notified of the date, time, place, and purposes of special and emergency meetings of the Board:

Section 1. Place of Meetings. All regular and special meetings of the Board, including Work Sessions, Staff Meetings and Office Hours, shall be held at the Painesville Township Town Hall Building located at 55 Nye Road,, Painesville Township, Ohio 44077, or at such other time and place, as may from time to time be fixed by the Board, or as shall be specified or fixed in the notice of the particular meeting.

Section 2. Regular Meetings.

a. Unless otherwise postponed or canceled, regular meetings of the Board shall be held on the first Tuesday at 7:30 PM and on the third Tuesday at 11:00 AM of every month in the calendar year. Regular meetings may be postponed or canceled in advance by or at the direction of the chairperson, vice chairperson, or any two Board members for reasons of an anticipated lack of a quorum, a lack of business, or for such other reasons deemed sufficient by the Board.

b. Unless otherwise postponed or canceled, regular meetings of Work Sessions of the Board shall be held one and one half hours before each regular meeting of the Board, at 6:00 PM on the first Tuesday of each month, and two hours before each regular meeting of the Board at 9:00 AM on the third Tuesday of each month in each calendar year, respectively. Work Session Hours may be postponed or canceled in advance by or at the direction of the chairperson, vice chairperson, or any two Board members for reasons of an anticipated lack of a quorum, a lack of business, or for such other reasons deemed sufficient by the Board.

Section 3. Special Meetings. Special meetings of the Board, including Staff Meetings and Work Sessions, shall be held whenever called by or at the direction of the chairperson, vice chairperson, or any two Board members.

The notice of a special meeting shall specify the date, time, location, and purpose(s) of the meeting. Unless otherwise specified in the notice, special meetings shall be held at the same location as regular meetings. In the event of an emergency requiring immediate official action, a special emergency meeting may be held without the requisite twenty-four (24) hour advance notice to all media outlets that have requested such notification; provided, however, that the Township Administrator or the member or members calling such meeting shall notify members immediately of the time, place, and purpose of the special emergency meeting.

Section 4. Public Notice of Regular and Special Meetings. The Board hereby establishes the following methods whereby any person may determine the date, time, and place of regular meetings of the Board, including Staff Meetings and Office Hours, and the date, time, place, and purpose(s) of special and emergency meetings of the Board, including Staff Meetings and Work Sessions:

(a) Regular Meetings - The Township Administrator shall give notice of the Board's regular meeting schedule by posting notice of scheduled meetings with specific dates and times on the Painesville Township website (www.Painesvilletownship.com). Unless otherwise changed or canceled, all regular meetings of the Painesville Township Board of Trustees will be held on the first Tuesday of the month in each calendar year at 7:30 PM and on the third Tuesday of the month in each calendar year at 11 AM at the Painesville Township Town Hall Building located at 55 Nye Road, Painesville Township, Ohio 44077, unless that day is determined by the Board to be a legal holiday under Ohio Law, in which case, the regular meeting scheduled shall be either canceled, or held on such other day as the Board may determine. Unless otherwise changed or canceled, all regular Work Session Hours of the Board will be held at 6:00 PM on the first Tuesday of each month and 9:00 AM on the third Tuesday of each month of each calendar year at the Painesville Township Town Hall Building located at 55 Nye Road, Painesville Township, Ohio 44077, unless that day is determined by the Board to be a legal holiday under Ohio Law, in which case, the regular meeting scheduled shall be either canceled, or held on such other day as the Board may determine. If the date, time, or location of a regular meeting is changed or canceled, notice of the change or cancellation shall be posted on the Township's website at least twenty-four (24) hours prior to the meeting where practical.

(b) Special and Emergency Meetings The Township Administrator shall give notice of the date, time, location, and purpose(s) of a special meeting (other than an emergency meeting) by posting a notice in the same location as provided for posting notice of the Board's regular meeting schedule provided above. The notice shall be posted at least twenty-four (24) hours prior to the meeting or, in the case of an emergency meeting, the Township Administrator shall, if sufficient time allows, give notice of an emergency meeting in the same manner as provided for non-emergency special meetings. Otherwise, notice of an emergency meeting is not required, except as provided below.

(c) Notice of Meetings to Discuss Particular Business - The Township Administrator shall give reasonable advance notice of any regular or special meetings at which a particular type of public business is to be discussed to any person who has requested such notice. Persons wishing to receive such advance notification shall make such request in writing to the Board, in care of the Township Administrator, at 55 Nye Road, Painesville Township, Ohio 44077 or by email to hbartone@Painesvilletwp.com and shall list the requestor's name, mailing address, telephone number, e-mail address, and the specific type of public business in which the requestor has a particular interest and desires notice. In addition, the requestor shall furnish the Township Administrator with a sufficient number of stamped, self-addressed envelopes for postage mailing such notice unless the requestor elects to receive such notice electronically via an email address requestor provides to the Township Administrator.

(e) Special Notice Required by Law - When a particular form or method of notice is required by statute for a public hearing or meeting of the Board, notice of the hearing or meeting shall be given in the form or manner prescribe by statute, in addition to notice otherwise required under this Section.

Section 5. Amendment of Rules. At any meeting of the Board, these Rules may be amended or repealed in whole or in part, or new Rules added thereto and adopted, by the affirmative vote of a majority of those Board members present at a meeting at which a quorum is present.

Section 6. Compliance. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of the Board that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 7. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

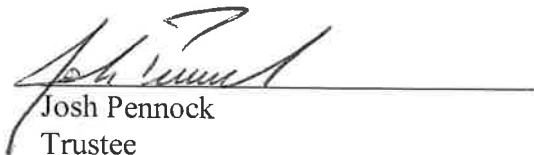
Adopted this 15 day of October 2024.



Gabe Cicconetti
Trustee



Chuck Hillier
Trustee

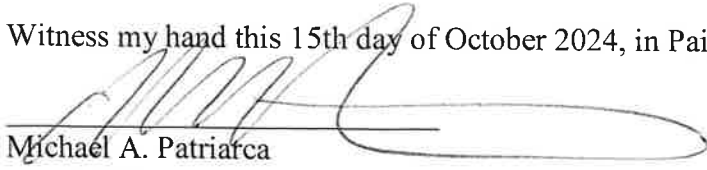


Josh Pennock
Trustee

CERTIFICATION:

I, the undersigned, do hereby certify that the foregoing Resolution No. 2024-__ is a true and accurate copy of the Resolution adopted by the Painesville Township Board of Trustees at its meeting of October 15, 2024, and that I am duly authorized to execute this Certification.

Witness my hand this 15th day of October 2024, in Painesville Township, Ohio.



Michael A. Patriarca
Fiscal Officer

Painesville Township

Established
1800



Resolution

Resolution No. 2024-108

**A RESOLUTION IMPOSING AN IMMEDIATE MORATORIUM ON THE
ISSUANCE AND PROCESSING OF PERMITS ALLOWING MASSAGE
STUDIOS, SPAS AND PARLORS WITHIN PAINESVILLE TOWNSHIP**

WHEREAS, it appearing to the Board of Trustees of Painesville Township that proprietors of so-called Massage Studios, Spas and Parlors businesses may consider establishing such businesses within the Township; and

WHEREAS, it appearing to the Board from information concerning similar businesses in other jurisdictions that such business may result in opportunities for engaging in adult oriented business, and or employing unlicensed massage therapists; and

WHEREAS, it appearing to the in the best interests of the Township and its residents that the propriety of permitting establishment of any so-called Massage Studios, Spas and Parlors within Painesville Township should be studied and appropriate revisions or amendments, if necessary, to the Zoning Resolution should be considered in order to more fully and properly protect the health, safety, and welfare of the Township and its residents; and

WHEREAS, the Board of Trustees has determined it to be in the best interests of the community health, safety, and welfare to impose an immediate moratorium on the issuance and processing of any permits for so- called Massage Studios, Spas and Parlor businesses within Painesville Township.

NOW, THEREFORE, BE IT RESOLVED by the Board of Painesville Township Trustees, County of Lake and State of Ohio, that:

Section 1: This Board declares a moratorium on the issuance and processing of any permits for the establishment of so-called Massage Studios, Spas and Parlor and any similar businesses within Painesville Township for a period of twelve (12) months from the effective date hereof, or such other period as may be approved by the Board of Trustees of Painesville Township based upon the results of any studies conducted or submitted to it.

Section 2: It is the finding of this Board that it is in the best interests of the Township and its residents in order to protect their health, safety, and welfare that this moratorium be adopted.

Section 3. The Board of Trustees hereby direct and order that no permits for so-called Massage Studios, Spas and Parlors and any similar businesses shall be issued or processed by the Township during the moratorium.

Section 4. This resolution shall not be deemed to constitute an amendment to the zoning resolution or a waiver of the zoning resolution requirements except as specified herein.

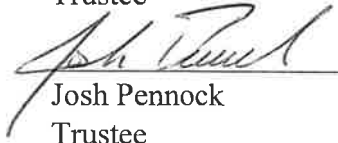
Section 5. The Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in open meetings of this Board, and that all deliberations of the Board which resulted in formal action were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Passed: October 15, 2024



Gabe Cicconetti

Trustee



Josh Pennock

Trustee



Chuck Hillier

Trustee

CERTIFICATION:

I, the undersigned, do hereby certify that the foregoing Resolution No. 2024-___ is a true and accurate copy of the Resolution adopted by the Painesville Township Board of Trustees at its meeting of October 15, 2024, and that I am duly authorized to execute this Certification.

Witness my hand this 15th day of October 2024, in Painesville Township, Ohio.



Michael A. Patriarca

Fiscal Officer

Painesville Township

Established
1800

Resolution

RESOLUTION NO. 2024-109

AUTHORIZING THE ACCEPTANCE OF A CONVEYANCE OF PARCELS OF REAL PROPERTY FROM R.W. SIDLEY PROPERTIES, LLC AND SIDCO, LLC; APPROVING A RECONVEYANCE TO R.W. SIDLEY PROPERTIES, LLC AND SIDCO, LLC AS PROVIDED BY SECTION 5709.41(B) OF THE OHIO REVISED CODE; AUTHORIZING A TRANSFER AND INDEMNIFICATION AGREEMENT IN CONNECTION WITH SUCH LAND TRANSFER.

WHEREAS, The Villages at Casement LLC, an Ohio limited liability company (the “Developer”), or its affiliates, is actively pursuing the development and redevelopment of certain real property located in Painesville Township, Ohio (the “Township”), which real property is more particularly described on Exhibit A-1 and Exhibit A-2 (the “Property”); and

WHEREAS, the portion of the Property identified on Exhibit A-1 (the “Sidley Parcels”) is currently owned by R.W. Sidley Properties, LLC, an Ohio limited liability company (“Owner #1), and the portion of the Property identified on Exhibit A-2 (the “Sidco Parcel”) is currently owned by Sidco, LLC, an Ohio limited liability company (“Owner #2”, together with Owner #1, the “Owners”); and

WHEREAS, the Developer desires to develop and redevelop the Property for a mixed-use development (the “Project”), and in furtherance of those efforts, the Township has implemented several planning initiatives (“Development Plans”); and

WHEREAS, the Project will be in furtherance of the Township's redevelopment activities, and accordingly the Township anticipates providing project-based tax increment financing for the Project, to be authorized by a separate resolution pursuant to Ohio Revised Code ("R.C.") Section 5709.41; and

WHEREAS, in order to take the actions related to the tax-increment financing for the Project, the Township must hold title to the Property prior to the adoption of the tax increment financing resolution, pursuant to R.C. Section 5709.41(B); and

WHEREAS, the Township wishes to accept conveyance of the Property from the Owners and to reconvey such Property back to the Owners, with the Sidley Parcels returning to Owner #1 and the Sidco Parcel to Owner #2; and

WHEREAS, the Township has determined that it is necessary and appropriate and in the best interest of the Township to accept such conveyance and to reconvey the Property as described above; and

WHEREAS, in order to facilitate the conveyance and reconveyance, the Township intends to enter into a Transfer and Indemnification Agreement with the Developer; and

WHEREAS, Section 16 of Article VIII of the Ohio Constitution provides that it is in the public interest and proper public purpose for the Township to enhance the availability of adequate housing in the state and to improve the economic and general well-being of the people of the state; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR PAINESVILLE TOWNSHIP, STATE OF OHIO:

Section 1. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.41(B), this Board hereby authorizes the acceptance of the conveyance of the Property to the Township and approves the reconveyance of the Property to The Villages at Casement LLC.

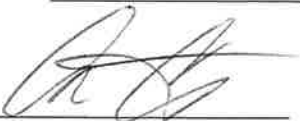
Section 2. The Township Administrator is hereby authorized and directed, acting on behalf of the Township, to accept the conveyance of the Property from the Owners by limited warranty deed and to execute and deliver a quit claim deed reconveying the Property to the Owners. In re-conveying the Project Site back to the Owners, the Township shall re-convey the Sidley Parcels back to Owner #1 and the Sidco Parcel back to Owner #2. Said Limited Warranty Deed from Owner #1 is attached hereto and incorporated herein as Exhibit B-1 and Limited Warranty Deed from Owner #2 is attached hereto and incorporated herein as Exhibit B-2. Further, the Quitclaim Deed back to Owner #1 is attached

hereto and incorporated herein as Exhibit C-1 and the Quitclaim Deed back to Owner #2 is attached hereto and incorporated herein as Exhibit C-2.

Section 3. The Township Administrator, Fiscal Officer, Law Director, or any other officials of the Township, as appropriate, are authorized and directed to sign any other documents, instruments or certificates, including but not limited to the Transfer and Indemnification Agreement, which is attached hereto and incorporated herein as Exhibit D, and take such actions as are necessary or appropriate to consummate or implement the actions described in or contemplated by this Resolution.

Section 4. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board, and that all deliberations of this Board 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 including R.C. Section 121.22.

Passed: _____


Gabe Cicconetti
Trustee


Chuck Hillier
Trustee


Josh Pennock
Trustee

CERTIFICATE

The undersigned Gabe Cicconetti, Trustee and Chairman of the Board of Trustees, hereby certifies that the foregoing is a true copy of Resolution No. ____ - 24 duly adopted by the Board of Trustees for Painesville Township, Ohio on 10-15, 2024.

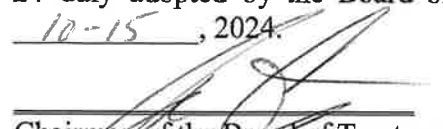

Chairman of the Board of Trustees
Painesville Township, Ohio

EXHIBIT A-1

DESCRIPTION OF PROPERTY (SIDLEY PARCELS)

Permanent Parcel Nos: 11-B-029-0-00-028-0, 11-B-029-0-00-010-0,
11-B-026-0-00-001-0, 11-B-030-0-00-007-0, 11-B-031-0-00-022-0,
11-B-032-F-00-016-0, 11-B-030-0-00-019-0, 11-B-027-0-00-013-0,
11-B-029-A-00-006-0, and 11-B-027-0-00-014-0

EXHIBIT A-2

DESCRIPTION OF PROPERTY (SIDCO PARCEL)

Permanent Parcel Nos: 11-B-027-0-00-003-0

TRANSFER AND INDEMNIFICATION AGREEMENT
(The Villages at Casement .41 TIF)

This Transfer and Indemnification Agreement ("Agreement") is entered into this ____ day of _____, 2024, by and between R.W. Sidley Properties, LLC, an Ohio limited liability company ("Owner #1"), and Sidco, LLC, an Ohio limited liability company ("Owner #2", (together with Owner #1, the "Owners"), The Villages at Casement LLC, an Ohio limited liability company ("Indemnitor"), and the Painesville Township, Ohio, a political subdivision of the State of Ohio (the "Township").

Recitals

WHEREAS, the parties are undertaking the redevelopment of the real property described in Exhibit A-1 and Exhibit A-2 (the "Project Site"); and

WHEREAS, Owner #1 currently owns that portion of the Project Site identified on Exhibit A-1 (the "Sidley Parcels") and Owner #2 currently owns that portion of the Project Site identified on Exhibit A-2 (the "Sidco Parcel"); and

WHEREAS, to support that redevelopment, the Township agreed to include the Project Site in a tax increment financing ("TIF") area under Ohio Revised Code Section 5709.41; and

WHEREAS, in order to include the Project Site in that TIF area, the Township must have acquired fee title to the Project Site while engaged in redevelopment and prior to the enactment by the Board of Trustees for the Township of the TIF resolution under Ohio Revised Code Section 5709.41, and the Owners intend to transfer fee title to their respective portions of the Project Site to the Township with the Township then transferring that title to the Project Site back to the Owners, with the Sidney Parcels returning to Owner #1 and the Sidco Parcel to Owner #2; and

WHEREAS, the parties desire to memorialize their agreement to convey the Project Site and protect the Township against any liabilities that may occur as a result of the conveyance to the Township and re-conveyance back to the Owners or their designees of the Project Site.

Agreement

NOW THEREFORE, in consideration of their mutual covenants set forth herein and their respective commitments for the redevelopment of the Project Site, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the foregoing and as follows:

Section 1. Transfer. The Owners agree to convey to the Township title to their respective portions of the Project Site via limited warranty deed. The Township hereby agrees to re-convey to the Owners or their designees title to the Project Site via quitclaim deed immediately following its acceptance of title to the Project Site. In re-conveying the Project Site

back to the Owners, the Township shall re-convey the Sidley Parcels back to Owner #1, or the designee of Owner #1, and the Sidco Parcel back to Owner #2, or the designee of Owner #2.

Section 2. Indemnification. The Indemnitor, jointly and severally, agrees to indemnify the Township and hold harmless and defend the Township from and against, and pay for, any and all costs, losses, liabilities, damages and expenses, including reasonable fees and expenses of attorneys, other than Excluded Liabilities (as defined herein), that are not offset by insurance proceeds and that are paid or incurred by the Township as a result of or relating to the conveyance of the Project Site to the Township by Owners or the re-conveyance of the Project Site by the Township to the Owners or their designees, including but not limited to costs, losses, liabilities, damages, and expenses incurred due to claims of any violations of any local, state, or federal environmental rules, ordinances, acts, laws or regulations. The Township must give prompt notice to the Indemnitor of the assertion of any claim or the commencement of any suit, action or proceeding with respect to which indemnity may be sought hereunder, specifying, if known, the facts pertaining thereto and the amount or an estimate of the amount of the liability arising therefrom, provided, however, failure to give such notice does not relieve the Indemnitor of any liability hereunder (except to the extent the Indemnitor has suffered actual prejudice thereby). The Indemnitor has the right to participate in or assume the defense of any such suit, action or proceeding at its own expense, and the Township has the right (but not the duty) to participate in the defense thereof, which will be at the Indemnitor's expense unless it has assumed the defense thereof. Whether or not the Indemnitor chooses to defend or prosecute any claim, the Indemnitor and the Township will cooperate in the defense or prosecution thereof and will take all such actions as may be reasonably requested in connection therewith. "Excluded Liability" means any amount due under this section to the extent it is attributable to (i) the gross negligence or willful misconduct of the Township or the failure of the Township to perform any obligation required to be performed by the Township as a condition to being indemnified hereunder, including without limitation, the settlement of any claim hereunder without the consent of the Indemnitor, or, to the extent the Indemnitor's ability to defend a claim is prejudiced materially, the failure of the Township to give timely written notice to the Indemnitor of the assertion of the claim.

The Indemnitor also hereby agrees to forever acquit and discharge the Township from any and all liabilities, damages, losses, costs, actions, manners of action, causes of action, claims and/or demands of any nature and description, both known and unknown, suspected and unsuspected, foreseen and unforeseen, and whether arising in law or in equity, and except for Excluded Liabilities, which result or may result in the future as a result of or relating to the conveyance of the Project Site to the Township by the Owners, or the re-conveyance of the Project Site by the Township to the Owners or their designees.

The Indemnitor must obtain the same release of the Township as that contained in the immediately preceding paragraph from any other developer(s) with whom it co-develops the Project Site.

Section 3. Notices. All notices or other correspondence relating to this Agreement must be in writing (including e-mail or facsimile) and must be delivered or sent guaranteed overnight delivery, by facsimile or e-mail (to be followed by personal or overnight guaranteed delivery, of requested) or by postage prepaid registered or certified mail, return receipt requested, and will be deemed to be given for purposes of this Agreement on the date such writing is received by the intended recipient. Unless otherwise specified in a notice sent in accordance with this section, all communications in writing must be given to the parties at the following addresses:

As to the Township:

Painesville Township, Ohio
55 Nye Road,
Painesville, OH 44077
Attn: Administrator

With a Copy to:
c/o Matthew Lallo
55 Nye Road,
Painesville, OH 44077
Attn: Law Director

As to Owner #1:

R.W. Sidley Properties, LLC
P.O. Box 150
Painesville Oh 44077

As to Owner #2:

Sidco, LLC
P.O. Box 1563
Painesville, OH 44077

As to the Indemnitor:

The Villages at Casement LLC
c/o George E. Davis, III
P.O. Box 384
Mentor, Ohio 44060

With a copy to:
c/o Joseph P. Szeman
8500 Station Street, Suite 245
Mentor, Ohio 44060

Section 4. Successors; Assignment; Amendments, Changes and Modifications. This Agreement is binding upon the Owners, the Indemnitor, the Township and their respective successors in interest. This Agreement may not be assigned by the Indemnitor or the Township without the prior written consent of the other. This Agreement may only be amended by written instrument executed by the Township and the Indemnitor.

Section 5. Extent of Covenants; No Personal Liability. All obligations of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. No such obligation will be deemed an obligation of any present or future member, officer, agent, or employee of any of the parties hereto in their individual capacity.

Section 6. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision is fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never formed a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

Section 7. Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument. Signatures transmitted or stored by facsimile or electronic means are deemed original signatures and duplicates are deemed original copies of this Agreement.

Section 8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties on this subject matter.

Section 9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

OWNER #1

R.W. SIDLEY PROPERTIES, LLC,
an Ohio limited liability company

By: _____

Name: _____

Title: _____

INDEMNITOR

**THE VILLAGES AT CASEMENT
LLC,** an Ohio limited liability company

By: _____

Name: _____

Title: _____

OWNER #2

SIDCO, LLC,
an Ohio limited liability company

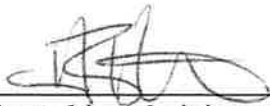
By: _____

Name: _____

Title: _____

TOWNSHIP

PAINESVILLE TOWNSHIP, OHIO,
an Ohio political subdivision

By:  _____
Township Administrator

Approved as to form:

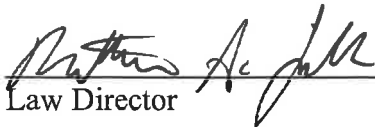
 _____
Law Director

Exhibit A-1
Project Site (Sidley Parcels)

Tax Parcel Nos.: 11-B-029-0-00-028-0, 11-B-029-0-00-010-0, 11-B-026-0-00-001-0, 11-B-030-0-00-007-0, 11-B-031-0-00-022-0, 11-B-032-F-00-016-0, 11-B-030-0-00-019-0, 11-B-027-0-00-013-0, 11-B-029-A-00-006-0, and 11-B-027-0-00-014-0

Exhibit A-2
Project Site (Sidco Parcel)

Tax Parcel Nos.: 11-B-027-0-00-003-0

QUITCLAIM DEED

(in accordance with O.R.C. §5302.11)

KNOW ALL MEN BY THESE PRESENTS, that on this ____ day of _____ 2024, the **PAINESVILLE TOWNSHIP, OHIO**, a political subdivision of the State of Ohio located in Lake County, duly organized and validly existing under the Constitution and laws of the State of Ohio ("Grantor"), for valuable consideration paid, does hereby grant, demise, release and forever quitclaim unto **R.W. SIDLEY PROPERTIES, LLC**, an Ohio limited liability company ("Grantee"), whose tax mailing address is P.O. Box 150, Painesville, OH 44077, all such right and title as Grantor has, or ought to have, in the real property described on **Exhibit B** attached hereto and made a part hereof ("Property"). On _____, 2024, the Board of Trustees for Painesville Township, Ohio, passed Resolution No. ____-24, attached hereto as **Exhibit A** and incorporated herein by reference, authorizing Painesville Township, Ohio to convey the property described therein.

Tax Parcel No.: 11-B-029-0-00-028-0, 11-B-029-0-00-010-0, 11-B-026-0-00-001-0, 11-B-030-0-00-007-0, 11-B-031-0-00-022-0, 11-B-032-F-00-016-0, 11-B-030-0-00-019-0, 11-B-027-0-00-013-0, 11-B-029-A-00-006-0, and 11-B-027-0-00-014-0

Prior Instrument Reference: [Insert recording information for Limited Warranty Deed to Painesville Township]

THIS CONVEYANCE IS MADE SUBJECT TO: public streets and highways; zoning ordinances and governmental regulations; conditions, encroachments, restrictions, agreements, mortgages and easements of record; and the lien of real estate taxes and assessments not yet due and payable.

TO HAVE AND TO HOLD the Property aforesaid, with the appurtenances thereunto belonging to the said Grantee, its successors and assigns, so that neither the said Grantor nor its successors or assigns shall or will hereafter claim or demand any right or title to the Property, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

(Signature appears on the following page.)

IN WITNESS WHEREOF, Grantor has on the date set forth in the acknowledgment hereto, effective as of the date first above written, caused this Quitclaim Deed to be executed.

PAINESVILLE TOWNSHIP, OHIO

By: _____
Name: _____
Title: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared the above named PAINESVILLE TOWNSHIP, OHIO, by _____, its _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said Township, and the free act and deed of him/her personally and as such _____.

This is an acknowledgement certificate. No oath of affirmation was administered to the signer in connection with this notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2024.

Notary Public

This instrument prepared by:

John Caleb Bell, Esq.
Bricker Graydon LLP
100 South Third Street
Columbus, OH 43215

EXHIBIT A

[Insert resolution when passed]

EXHIBIT B

The Property

Permanent Parcel Nos: 11-B-029-0-00-028-0, 11-B-029-0-00-010-0, 11-B-026-0-00-001-0, 11-B-030-0-00-007-0, 11-B-031-0-00-022-0, 11-B-032-F-00-016-0, 11-B-030-0-00-019-0, 11-B-027-0-00-013-0, 11-B-029-A-00-006-0, and 11-B-027-0-00-014-0

QUITCLAIM DEED

(in accordance with O.R.C. §5302.11)

KNOW ALL MEN BY THESE PRESENTS, that on this ____ day of _____ 2024, the **PAINESVILLE TOWNSHIP, OHIO**, a political subdivision of the State of Ohio located in Lake County, duly organized and validly existing under the Constitution and laws of the State of Ohio ("**Grantor**"), for valuable consideration paid, does hereby grant, demise, release and forever quitclaim unto **SIDCO, LLC**, an Ohio limited liability company ("**Grantee**"), whose tax mailing address is P.O. Box 1563, Painesville, OH 44077, all such right and title as Grantor has, or ought to have, in the real property described on **Exhibit B** attached hereto and made a part hereof ("**Property**"). On _____, 2024, the Board of Trustees for Painesville Township, Ohio, passed Resolution No. ____-24, attached hereto as **Exhibit A** and incorporated herein by reference, authorizing Painesville Township, Ohio to convey the property described therein.

Tax Parcel Nos.: 11-B-027-0-00-003-0

Prior Instrument References: [Insert recording information for Limited Warranty Deed to Painesville Township]

THIS CONVEYANCE IS MADE SUBJECT TO: public streets and highways; zoning ordinances and governmental regulations; conditions, encroachments, restrictions, agreements, mortgages and easements of record; and the lien of real estate taxes and assessments not yet due and payable.

TO HAVE AND TO HOLD the Property aforesaid, with the appurtenances thereunto belonging to the said Grantee, its successors and assigns, so that neither the said Grantor nor its successors or assigns shall or will hereafter claim or demand any right or title to the Property, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

(Signature appears on the following page.)

IN WITNESS WHEREOF, Grantor has on the date set forth in the acknowledgment hereto, effective as of the date first above written, caused this Quitclaim Deed to be executed.

PAINESVILLE TOWNSHIP, OHIO

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared the above named PAINESVILLE TOWNSHIP, OHIO, by _____, its _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said Township, and the free act and deed of him/her personally and as such _____.

This is an acknowledgement certificate. No oath of affirmation was administered to the signer in connection with this notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2024.

Notary Public

This instrument prepared by:

John Caleb Bell, Esq.
Bricker Graydon LLP
100 South Third Street
Columbus, OH 43215

EXHIBIT A

[Insert resolution when passed]

EXHIBIT B

The Property

Permanent Parcel No: 11-B-027-0-00-003-0

LIMITED WARRANTY DEED

(in accordance with O.R.C. §5302.07)

KNOW ALL MEN BY THESE PRESENTS, that, as of the ____ day of _____ 2024, **R.W. SIDLEY PROPERTIES, LLC**, an Ohio limited liability company ("**Grantor**"), for valuable consideration paid, grants, with limited warranty covenants (O.R.C. §5302.08), to **PAINESVILLE TOWNSHIP, OHIO**, a political subdivision of the State of Ohio located in Lake County, duly organized and validly existing under the Constitution and laws of the State of Ohio ("**Grantee**"), whose tax mailing address is 55 Nye Road, Painesville, Ohio, that certain real property described on **Exhibit B** attached hereto and made a part hereof (the "**Property**"). On _____, 2024, the Board of Trustees for Painesville Township, Ohio, passed Resolution No. ____-24, attached hereto as **Exhibit A** and incorporated herein by reference, authorizing Painesville Township, Ohio to acquire the property described therein.

Tax Parcel Nos.: 11-B-029-0-00-028-0, 11-B-029-0-00-010-0, 11-B-026-0-00-001-0, 11-B-030-0-00-007-0, 11-B-031-0-00-022-0, 11-B-032-F-00-016-0, 11-B-030-0-00-019-0, 11-B-027-0-00-013-0, 11-B-029-A-00-006-0, and 11-B-027-0-00-014-0

Prior Instrument References:

Instrument Number 2006R003848, recorded January 31, 2006 in the Office of the Lake County, Ohio Recorder.

THIS CONVEYANCE IS MADE SUBJECT TO: public streets and highways; zoning ordinances and governmental regulations; conditions, encroachments, restrictions, agreements, mortgages and easements of record; and the lien of real estate taxes and assessments not yet due and payable.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, Grantor has on the date set forth in the acknowledgment hereto, effective as of the date first above written, caused this Limited Warranty Deed to be executed.

GRANTOR:

R.W. SIDLEY PROPERTIES, LLC,
an Ohio limited liability company

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared the above named R.W. SIDLEY PROPERTIES, LLC, an Ohio limited liability company, by _____, its _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of him/her personally and as such _____.

This is an acknowledgement certificate. No oath of affirmation was administered to the signer in connection with this notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2024.

Notary Public

This instrument prepared by:
John Caleb Bell, Esq.
Bricker Graydon LLP
100 South Third Street

Columbus, OH 43215

EXHIBIT A

[Insert resolution when passed]

EXHIBIT B

The Property

Permanent Parcel Nos: 11-B-029-0-00-028-0, 11-B-029-0-00-010-0, 11-B-026-0-00-001-0, 11-B-030-0-00-007-0, 11-B-031-0-00-022-0, 11-B-032-F-00-016-0, 11-B-030-0-00-019-0, 11-B-027-0-00-013-0, 11-B-029-A-00-006-0, and 11-B-027-0-00-014-0

LIMITED WARRANTY DEED

(in accordance with O.R.C. §5302.07)

KNOW ALL MEN BY THESE PRESENTS, that, as of the ____ day of _____ 2024, **SIDCO, LLC**, an Ohio limited liability company ("**Grantor**"), for valuable consideration paid, grants, with limited warranty covenants (O.R.C. §5302.08), to **PAINESVILLE TOWNSHIP, OHIO**, a political subdivision of the State of Ohio located in Lake County, duly organized and validly existing under the Constitution and laws of the State of Ohio ("**Grantee**"), whose tax mailing address is 55 Nye Road, Painesville, Ohio, that certain real property described on **Exhibit B** attached hereto and made a part hereof (the "**Property**"). On _____, 2024, the Board of Trustees for Painesville Township, Ohio, passed Resolution No. ____-24, attached hereto as **Exhibit A** and incorporated herein by reference, authorizing Painesville Township, Ohio to acquire the property described therein.

Tax Parcel Nos.: 11-B-027-0-00-003-0

Prior Instrument References: Instrument Number 200159352, recorded December 31, 2001 in the Office of the Lake County, Ohio Recorder.

THIS CONVEYANCE IS MADE SUBJECT TO: public streets and highways; zoning ordinances and governmental regulations; conditions, encroachments, restrictions, agreements, mortgages and easements of record; and the lien of real estate taxes and assessments not yet due and payable.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, Grantor has on the date set forth in the acknowledgment hereto, effective as of the date first above written, caused this Limited Warranty Deed to be executed.

GRANTOR:

SIDCO, LLC,
an Ohio limited liability company

By: _____
Name: _____
Title: _____

STATE OF OHIO)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared the above named SIDCO, LLC, an Ohio limited liability company, by _____, its _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of him/her personally and as such _____.

This is an acknowledgement certificate. No oath of affirmation was administered to the signer in connection with this notarial act.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2024.

Notary Public

This instrument prepared by:

John Caleb Bell, Esq.
Bricker Graydon LLP
100 South Third Street
Columbus, OH 43215

EXHIBIT A

[Insert resolution when passed]

EXHIBIT B

The Property

Permanent Parcel No: 11-B-027-0-00-003-0