

**ITEMS TO BE CONSIDERED
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING
TO BE HELD ON TUESDAY, NOVEMBER 1, 2022
7:00 P.M.**

I. ROLL CALL OF MEMBERS:

II. PLEDGE OF ALLEGIANCE:

III. DISCUSSION:

1. PROPOSED 2023 CAUCUS- COUNCIL MEETING SCHEDULE -PER COUNCIL PRESIDENT VECCHIO.
2. AN ORDINANCE ENACTING CHAPTER 719 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED "STATE-LICENSED MEDICAL MARIJUANA CULTIVATORS, PROCESSORS, RETAIL DISPENSARIES AND TESTING LABORATORIES", AND DECLARING AN EMERGENCY. Introduced by Councilwoman Coyne. - PER COUNCIL PRESIDENT VECCHIO.
3. AN ORDINANCE ENACTING CHAPTER 724 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'MEDICAL MARIJUANA OPERATIONS', AND DECLARING AN EMERGENCY. Introduced by Councilwoman Coyne. - PER COUNCIL PRESIDENT VECCHIO.
4. AN ORDINANCE AMENDING SECTION 1121.23 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'U-3A BUSINESS DISTRICT', AND DECLARING AN EMERGENCY. Introduced by Councilwoman Coyne. - PER COUNCIL PRESIDENT VECCHIO.

IV. FINANCE COMMITTEE CHAIRMAN SCOTT

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE SALE OF PERMANENT PARCEL NO. 341-23-007, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

V. ADJOURNMENT

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: COUNCILWOMAN COYNE

AN ORDINANCE

ENACTING CHAPTER 719 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED "STATE-LICENSED MEDICAL MARIJUANA CULTIVATORS, PROCESSORS, RETAIL DISPENSARIES AND TESTING LABORATORIES", AND DECLARING AN EMERGENCY

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: Chapter 719 of the Brook Park Codified Ordinances, entitled "Medical Marijuana Operations" is hereby enacted to read as follows:

CHAPTER 719

State-Licensed Medical Marijuana Cultivators, Processors, Retail
Dispensaries and Testing Laboratories

719.01 PURPOSE. This chapter regulates the location and separations of state-licensed medical marijuana cultivators, processors, retail dispensaries, and testing laboratories in order to protect the public health and safety and to protect the character of residential areas. This chapter complies with ORC 3796.29 and ORC 2796.30 and does not intend to impair the use of state-licensed medical marijuana entities.

719.02 DEFINITIONS. As used in this section and in this City's Zoning Code, and defined in OAC 3796:1-1-01A:

- (a) "Cultivator" means an entity that has been issued a certificate of operation by the Ohio Department of Commerce to grow, harvest, package, and transport medical marijuana as permitted under ORC Chapter 3796.
- (b) "Manufacture" means the process of converting harvested plant material extract by physical or chemical means for use as an ingredient in a medical marijuana product.
- (c) "Medical marijuana" shall have the same meaning as in R.C. 3796.01. Is marijuana that is cultivated, processed, dispensed, tested, possessed, or used for a medical purpose.

(d) "Medical marijuana entity" means a licensed medical marijuana cultivator, processor, dispensary or testing laboratory.

(e) "Processor" means an entity that has been issued a certificate of operation by the Ohio Department of Commerce to manufacture medical marijuana products.

(f) "Retail Dispensary" means an entity that has been licensed pursuant to ORC 3796.04 and ORC3796.10 and any rules promulgated thereunder to sell medical marijuana products to qualifying patients and caregivers.

(g) "Testing laboratory" means an independent laboratory located in Ohio that has been issued a certificate of operation by the Ohio Department of Commerce to have custody and use of controlled substances for scientific and medical purposes and for purposes of instruction, research, or analysis.

719.03 LOCATION.

Where permitted in a particular use district, no state-licensed medical marijuana cultivator, processor, retail dispensary or laboratory that tests medical marijuana, shall be located or relocated within five hundred (500) feet of the boundaries of a parcel of real estate having situated on it a school, church, public library, public playground, or public park. This requirement does not apply to research related to marijuana conducted at a state university, academic medical center, or private research and development organization as part of a research protocol approved by an institutional review board or equivalent entity. As used in this chapter, "state university" and "academic medical center" have the same meaning as in ORC 3797.01.

719.04 EFFECT OF PARTIAL INVALIDITY.

If any section, subsection or clause of this chapter shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

719.99 PENALTY.

(a) Violations of this chapter for which no penalty is specified shall be unclassified misdemeanor offenses punishable by fine or imprisonment, as provided in Section 501.99 of the Codified Ordinances of the City of Brook Park.

(b) Each day that a medical marijuana dispensary operates in violation this chapter is a separate offense,

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all 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, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to enact Chapter 719 of the Park Codified Ordinances; therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council. It shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS



DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: COUNCILWOMAN COYNE

AN ORDINANCE
ENACTING CHAPTER 724 OF THE BROOK PARK CODIFIED ORDINANCES
ENTITLED 'MEDICAL MARIJUANA OPERATIONS', AND DECLARING AN EMERGENCY

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: Chapter 724 of the Brook Park Codified Ordinances, entitled "Medical Marijuana Operations" is hereby enacted to read as follows:

CHAPTER 724
Medical Marijuana Operations

724.01 PURPOSE. The purposes of this chapter are to establish limitations on medical marijuana operations within the City and to establish reasonable and uniform regulations to minimize and control the negative secondary effects of medical marijuana dispensaries within the City, all in order to promote the health, safety, and welfare of the citizens of the City.

724.02 DEFINITIONS.

For purposes of this chapter;

- (a) "Medical marijuana" shall have the same meaning as in R.C. 3796.01.
- (b) "School," "church," "public library," "public playground," and "public park" shall have the same meanings as in R.C. 3796.30.
- (c) "Disqualifying offense," "cultivator," "processor" and "dispensary" shall have the same meanings as in Ohio Admin. Code 3796:1-1-01 or subsequent similar regulations.
- (d) "Licensee" means, with respect to a medical marijuana dispensary license issued under this chapter, a person in whose name a license to operate a medical marijuana dispensary has been issued, as well as the individual(s) designated on the license application as principally responsible for the operation of the

medical marijuana dispensary.

(e) "Operate" means to control or hold primary responsibility for the operation of a medical marijuana dispensary, either as a business entity, as an individual, or as part of a group of individuals with shared responsibility. "Operate" or "cause to be operated" shall mean to cause to function or to put or keep in operation. Operator means any persons on the premises of a medical marijuana dispensary who is authorized to exercise overall operational control or hold primary responsibility for the operation of a medical marijuana dispensary or who causes to function or who puts or keeps in operation the business. A person may be found to be operating or causing to be operated a medical marijuana dispensary whether or not that person is an owner, part owner, or licensee of the business.

(f) "Person" means an individual, proprietorship, partnership, firm, association, joint stock company, corporation or combination of individuals of whatever form or character.

(g) "Transfer of ownership or control" of a medical marijuana dispensary shall mean any of the following:

- (1) The sale, lease, or sublease of the business;
- (2) The transfer of securities which constitute a controlling interest in the business, whether by sale, exchange, or similar means; or
- (3) The establishment of a trust, gift, or other similar legal device which transfers the ownership or control of the business, except for transfer by bequest or other operation of law upon the death of the person possessing the ownership or control.

(h) "Director" shall mean the Director of Public Safety, "Commissioner" shall mean the Building Commissioner, and "Chief" shall mean the Chief of Police of the City.

724.03 APPLICABILITY.

Businesses subject to this chapter are medical marijuana cultivators, processors and dispensaries.

724.04 MEDICAL MARIJUANA CULTIVATOR, PROCESSOR, OR DISPENSARY LICENSE REQUIRED.

(a) No person shall operate a medical marijuana cultivator, processor or dispensary without a valid license issued by the

City pursuant to this chapter.

(b) Any person who violates subsection (a) of this section shall be guilty of a misdemeanor of the first degree.

**724.05 MEDICAL MARIJUANA CULTIVATOR, PROCESSOR, OR DISPENSARY
LICENSE APPLICATION.**

(a) An application for a medical marijuana cultivator, processor or dispensary license shall be submitted to the Director on a form provided by the Director. The application may request and the applicant shall provide such information as reasonably necessary to enable the City to determine whether the applicant meets the qualifications established in this chapter.

(b) An application for a medical marijuana cultivator, processor or dispensary license shall identify and be signed by the following persons:

(1) If the business entity is owned by an individual, that individual.

(2) If the business entity is owned by a corporation, each officer or director of the corporation, any individual owning or controlling more than 50 percent of the voting shares of the corporation, and any person with an ownership interest in the corporation who will be principally responsible for the operation of the proposed medical marijuana cultivator, processor or dispensary or greater ownership interest in the corporation.

(3) If the business entity is owned by a limited liability company, each member of the limited liability company, and any person who will be principally responsible for the operation of the proposed medical marijuana cultivator, processor, or dispensary on behalf of the limited liability company.

(4) If the business entity is owned by a partnership (general or limited), a joint venture, or any other type of organization where two or more persons share in the profits and liabilities of the organization, each partner (other than limited partners); and any other person entitled to share in the profits of the organization, whether or not such person is also obligated to share in the liabilities of the organization, who will be principally responsible for the operation of the proposed medical marijuana cultivator, processor or dispensary.

(c) An application for a medical marijuana cultivator, processor or dispensary license must designate one or more individuals to be principally responsible for the operation of

the proposed medical marijuana cultivator, processor or dispensary, if a license is granted. At least one person so designated must be involved in the day-to-day operation of the proposed medical marijuana cultivator, processor or dispensary on a regular basis. Each person so designated, as well as the business entity itself, shall be considered a license applicant, must qualify as a licensee under this chapter, and shall be considered a licensee if a license is granted.

(d) An application for a medical marijuana cultivator, processor or dispensary license shall be completed according to the instructions of the application form, which shall require the following:

(1) If the applicant is:

- A. An individual, state the legal name and any aliases of such individual;
- B. A partnership, state the complete name of the partnership and all of its partners and whether the partnership is general or limited, and provide a copy of the partnership agreement, if any; or
- C. A joint venture, or any other type of organization where two or more persons share in the profits and liabilities of the organization, state the complete name of the organization and provide a copy of the legal document establishing the organization, if any; or
- D. A corporation, state the complete name of the corporation and the date of its incorporation, provide evidence that the corporation is in good standing under the laws of its state of incorporation, and state the names and capacity of all officers and directors, the name of the registered corporate agent, and the address of the registered office for service of process.
- E. A limited liability company, state the complete name of the limited liability company and the date of its organization, provide evidence that the company is in good standing under the laws of its state of organization, and state the names of all members, the name of the registered statutory agent, and the address of the registered office for service of process.

(2) If the applicant intends to operate the medical marijuana cultivator, processor, or dispensary under a name other than that of the applicant, state the fictitious name to be used and submit copies of documentation evidencing the registration of the business name under applicable laws.

(3) State whether any applicant, or any of the individuals identified in the application pursuant to subsection (b) hereof,

has been convicted of a disqualifying offense, and if so, the specified offense and the date, place, and jurisdiction of each such conviction.

(4) State whether any applicant, or any of the individuals identified in the application pursuant to subsection (b) hereof, has had a previous license under this chapter or other similar regulation of another jurisdiction denied, suspended or revoked, including the name and location of the medical marijuana cultivator, processor or dispensary for which the permit was denied, suspended or revoked, as well as the date of the denial, suspension or revocation; and state whether the applicant has been a partner in a partnership or an officer, director or 10 percent or greater owner of a corporation licensed under this chapter whose license has previously been denied, suspended or revoked, including the name and location of the business for which the permit was denied, suspended or revoked as well as the date of denial, suspension or revocation.

(5) State whether any applicant, or any of the individuals identified in the application pursuant to subsection (b) hereof, holds any other licenses under this chapter or other similar regulation from this or another jurisdiction and, if so, the names and locations of such other licensed businesses.

(6) State the location of the proposed medical marijuana cultivator, processor or dispensary, including a legal description of the property, street address, and telephone number(s), if any.

(7) State the mailing address and residential address of each applicant and each person signing the application.

(8) Submit a current, valid cultivator, processor or retail dispensary license or provisional cultivator, processor, or dispensary license issued to the applicant by the state board of pharmacy under the provisions of R.C. Chapter 3796 and the regulations promulgated thereunder, or evidence that the applicant has made application for such a license or provisional license to the state board of pharmacy.

(9) Submit a security plan for review and approval by the Chief. The security plan shall be on a form or in a manner prescribed by the Chief and shall include, at a minimum, a lighting plan that identifies how the interior, facade, adjoining sidewalks, parking areas and immediate surrounding areas of the dispensary will be illuminated and how the lighting will deflect light away from adjacent properties; and an identification of operable cameras, alarms, security guards and other security measures to be present on the premises whether during or outside business hours. The security plan should address the applicant's use of off-

street parking and proposed use of armed security guards, video surveillance and door, building and parking lot security as appropriate. The applicant shall supply all additional information requested by the Chief necessary for the Chief to evaluate the security plan.

(10) State the driver's license number and Social Security number of each applicant who is a natural person and each person signing the application, or, for an applicant that is not a natural person, the applicant's federally issued tax identification number.

(11) Submit proof that each applicant who is a natural person is at least 18 years old.

(12) Submit a sketch or diagram showing the configuration of the premises of the medical marijuana cultivator, processor or dispensary. The diagram shall also designate the place at which the dispensary license will be conspicuously posted, if issued. The sketch or diagram need not be professionally prepared, but it must be drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches.

724.06 ISSUANCE OF MEDICAL MARIJUANA CULTIVATOR, PROCESSOR OR DISPENSARY LICENSE.

(a) Within five days of receipt of an application for a medical marijuana cultivator, processor or dispensary license, the Director shall notify the Commissioner and the Chief of such application. In making such notification, the Director shall request that the Chief promptly investigate the information provided in the application and shall request that the Chief and Commissioner promptly inspect the premises for which the medical marijuana dispensary license is sought in order to assess compliance with the regulations under their respective jurisdictions.

(b) The Chief and the Commissioner shall begin their respective investigations and inspections promptly upon receipt of notice of an application from the Director. The Chief and Commissioner shall provide the results of their investigations, including written certifications of whether the premises and applicants are in compliance with the laws and regulations under their respective jurisdictions, to the Director, in writing, within 60 days of receipt of notice of the application.

(c) The Commissioner's inspection of the premises for which a medical marijuana cultivator, processor or dispensary license is sought shall include an investigation as to whether the premises

are in compliance with the Ohio Basic Building Code, the Brook Park Zoning Code, the Brook Park Property Maintenance Code, and the provisions of this chapter related to physical characteristics of the premises.

(d) Within 90 days after receipt of a completed medical marijuana cultivator, processor or dispensary license application, the Director shall approve or deny the issuance of a license. The Director shall approve the issuance of a license to an applicant unless he or she determines that one or more of the following findings is true:

(1) An applicant who is a natural person is under 18 years of age.

(2) An applicant has failed to provide information reasonably necessary for issuance of the license as requested on the application form, or has falsely answered a question or request for information on the application form.

(3) No person identified in the application pursuant to Section 724.06(b) or Section 724.06(c) of this chapter has been denied a license to operate a medical marijuana cultivator, processor or dispensary or has had a license to operate a medical marijuana cultivator, processor or dispensary revoked within the preceding 12 months by any jurisdiction.

(4) No person identified in the application pursuant to Section 724.06(b) or Section 724.06(c) of this chapter has been convicted of a disqualifying offense.

(5) The proposed medical marijuana cultivator, processor or dispensary would violate or fail to be in compliance with any provisions of the Brook Park Zoning Code, Property Maintenance Code or General Offenses Code, or state statute or regulation.

(6) The application and investigation fee or a prior license fee required by this chapter has not been paid in full.

(7) An applicant is in violation of or is not in compliance with any provision of this chapter, except as provided in subsection (e)(1) of this section.

(e) If the Director determines that one or both of the following findings is true, the license issued pursuant to subsection (d) of this section shall contain a requirement that the licensee correct all deficiencies specified within 120 days of the date the license is issued:

(1) The results of inspections of the premises by the Chief or the Commissioner indicate that the premises are not in compliance with applicable laws and regulations under their respective

jurisdictions, including the provisions of this chapter related to characteristics of the physical premises. This subsection shall not apply to premises that are in violation of any law or regulation that is identified or referenced in subsections (d)(1) through (d)(7) hereof.

(2) An applicant is overdue in payment to the City of taxes, fees, fines, or penalties assessed against or imposed upon him or her in relation to any business, which are not the subject of a pending appeal or other legal challenge.

(f) If the Director determines that no other grounds for denial of a license exist under subsection (d) hereof, the Director shall not delay approval of the application past the end of the 90-day period provided in this section solely because the Chief has not provided the Director with the results of his inspection of the premises; the results of the Commissioner's inspection of the premises are not available; or the Chief has not completed his investigation of the criminal background of the applicant(s). If, after approving the issuance of a license, the Director receives information from his investigation which he determines constitutes grounds for denial of a license under subsection (d) hereof, then the medical marijuana cultivator, processor or dispensary license issued pursuant to this subsection (f) hereof shall be immediately revoked. If after approving the issuance of a license, the Director receives information concerning the results of inspections of the premises by the Chief, or the Commissioner's inspection, which the Director determines constitutes grounds for the issuance of a license subject to a requirement to correct deficiencies under subsection (e) hereof, then a requirement shall be added to the terms of the medical marijuana cultivator, processor or dispensary licenses issued pursuant to this subsection (f) hereof to correct all deficiencies noted within 120 days of the date such requirement is added.

(g) A medical marijuana cultivator, processor or dispensary license, if granted, shall state on its face the name of the person or persons to whom it is granted, the expiration date, and the address of the licensed medical marijuana cultivator, processor or dispensary. All medical marijuana cultivator, processor or dispensary licenses shall be posted in a conspicuous place at or near the entrance to the business so that they may be easily read at any time.

(h) The Director shall advise the applicant in writing of the reasons for any license denial.

(a) Every application for a new medical marijuana cultivator, processor or dispensary license shall be accompanied by a \$350.00 non-refundable application and investigation fee.

(b) Every application for renewal of a medical marijuana cultivator, processor or dispensary license shall be accompanied by a \$250.00 non-refundable application and investigation fee.

(c) In addition to the application and investigation fee required in subsection (a) or (b) hereof, every applicant that is granted a medical marijuana cultivator, processor or dispensary license (new or renewal) shall pay to the City an annual, non-prorated license fee in the amount of \$25,000.00 upon license issuance or renewal, plus an amount equaling 1.5 percent of the licensee's gross annual sales above the amount of \$1,250,000.00 which the licensee shall calculate at the expiration of the license or renewal term using sales figures from the licensee's state-mandated reporting or recordkeeping forms, and which the licensee shall pay within 60 days of the expiration of any term (new or renewal of the license. The initial license fee may be refunded only if the applicant does not receive a license issued by the state board of pharmacy for a period covering any portion of the term of the license issued by the City. The licensee shall give the Director or his or her designee(s) an opportunity to review the data and basis upon which the licensee has calculated fees due under this section.

(d) All fees will be collected by the Building Department.

724.08 INSPECTION.

(a) The Division of Police and Commissioner shall, from time to time, inspect each medical marijuana cultivator, processor or dispensary licensed under the provisions of this chapter that is open to the public in order to assess compliance with the provisions of this chapter.

(b) An applicant or licensee shall permit the Commissioner or designees and the Chief or designees, as well as representatives of other city departments and divisions, to inspect a medical marijuana cultivator, processor, or dispensary that is open to the public for the purpose of insuring compliance with the law, during times that it is occupied or open for business.

(c) An applicant or licensee shall subject the application to denial or the license to revocation if he or she refuses to permit such lawful inspection of the premises.

724.09 EXPIRATION AND RENEWAL OF LICENSE.

(a) Each license issued pursuant to this chapter shall expire one year from the date of issuance and may be renewed by making application as provided in this section. Application for renewal shall be made no more than 90 days and no fewer than 30 days before the expiration date. If application is made fewer than 30 days before the expiration date, the license will not be extended pending a decision on the application, but will expire on its normal expiration date.

(b) An application for renewal of a medical marijuana cultivator, processor or dispensary license shall be submitted to the Director on a form provided by the Director. The renewal application may request and the applicant shall provide such information as reasonably necessary to enable the City to determine whether the applicant meets the qualifications established in this chapter. The completed renewal application shall describe any changes or additions to, or deletions from, the information provided in the applicant's initial license application pursuant to Section 724.06 of this chapter. The completed renewal application shall be accompanied by copies of any document or material submitted in connection with the initial license application that has been revised or requires revision to reflect any change in circumstances or conditions.

Sketches or diagrams and security plans submitted with an initial medical marijuana cultivator, processor or dispensary license application may be resubmitted with subsequent renewal applications, provided that the applicant certifies in writing that the sketch or diagram and security plan still depict the premises and plan accurately.

(c) The Director shall make determinations concerning the approval of license renewals based on the same criteria used to evaluate applications for new licenses under Section 724.07 of this chapter.

(d) The Director shall advise the applicant in writing of the reason(s) for any denial of a license renewal.

(e) When the City denies an application for renewal of a license, the applicant shall not be issued another license for one year from the date of denial. If the City finds, subsequent to denial, that the basis for denial of the renewal license has been corrected or abated, the applicant may be granted a license if at least 90 days have elapsed since the denial was issued.

(a) The City shall suspend a medical marijuana cultivator, processor or dispensary license for a period not to exceed 30 days if it determines that a licensee:

(1) Has violated or is not in compliance with any section of this chapter; or

(2) Has authorized or approved an employee's violation of or failure to comply with any section of this chapter, or as a result of the licensee's negligent failure to supervise either the premises of the medical marijuana cultivator, processor or dispensary or a medical marijuana cultivator, processor or dispensary has allowed an employee to violate or fail to comply with any section of this chapter.

(b) The City shall suspend a medical marijuana cultivator, processor or dispensary license for a period not to exceed 30 days if it determines that a licensee or his employee or agent has refused to allow an inspection of the licensed medical marijuana cultivator, processor or dispensary premises as authorized by this chapter.

(c) The Director shall advise the licensee in writing of the reason(s) for any suspension.

724.11 LICENSE REVOCATION.

(a) The City shall revoke a medical marijuana cultivator, processor or dispensary license if a cause of suspension under Section 724.11 of this chapter occurs and the license has been suspended two times within the preceding 12 months.

(b) The City shall revoke a medical marijuana cultivator, processor or dispensary license if it determines that:

(1) A licensee gave false or misleading information in the material submitted during the application process;

(2) The licensee(s) failed to comply with any requirement stated in the license, pursuant to Section 724.07(g) of this chapter, to correct specified deficiencies within 120 days;

(3) A licensee has knowingly allowed, or as a result of the licensee's negligent failure to supervise either the premises of the medical marijuana cultivator, processor or dispensary or a medical marijuana cultivator, processor or dispensary employee, a licensee has allowed, possession, use, or sale of controlled substances (except medical marijuana) on the premises;

(4) A licensee has knowingly allowed, or as a result of the

licensee's negligent failure to supervise either the premises of the medical marijuana cultivator, processor or dispensary or a medical marijuana cultivator, processor or dispensary employee, a licensee has allowed the commission of a felony on the premises;

(5) A licensee operated the medical marijuana cultivator, processor or dispensary during a period of time when the licensee knew or reasonably should have known that the licensee's license was suspended, or when the licensee no longer maintained a dispensary license issued by the state board of pharmacy;

(6) A licensee has been convicted of a specified criminal activity, as defined in Section 724.02 of this chapter, during the term of the license; or

(7) A licensee is delinquent in payment to the City, County, or State for any taxes or fees past due that were assessed or imposed in relation to any business.

(c) The Director shall advise the licensee in writing of the reason(s) for any revocation.

(d) When the City revokes a license, the licensee shall not be issued another license for one year from the date the revocation became effective. If the City finds, subsequent to revocation, that the basis for the revocation has been corrected or abated, the applicant may be granted a license if at least 90 days have elapsed since the date the revocation became effective.

724.12 APPEAL RIGHTS.

(a) Any denial, suspension, or revocation of a new or renewal license under this chapter may be appealed to the City of Brook Park Board of Zoning Appeals by written notice within 10 days of such denial, suspension or revocation. Unless the applicant requests a longer period, the Board of Zoning Appeals must hold a hearing on the appeal within 30 days and must issue a decision affirming or reversing the denial, suspension, or revocation within five days after the hearing.

(b) Any decision by the Board of Zoning Appeals shall be a final appealable order and the applicant or licensee may seek judicial review of such administrative action in any court of competent jurisdiction pursuant to general law.

(c) Any licensee lawfully operating a medical marijuana cultivator, processor or dispensary prior to the denial of a license renewal application, or the suspension or revocation of a license, may continue to operate said business during the pendency of an appeal of a decision rendered under this chapter

to the Board of Zoning Appeals or to a court.

(d) In the event that an applicant for a new medical marijuana cultivator, processor or dispensary license seeks judicial review of the denial of a new license, there shall be no automatic stay of the denial.

724.13 TRANSFER OF LICENSE.

A medical marijuana cultivator, processor or dispensary license is not transferable from one licensee to another or from one location to another without the express written permission of the Director. Any purported transfer of a medical marijuana cultivator, processor or dispensary license without the express written permission of the Director shall automatically and immediately revoke that license. Notwithstanding anything in this chapter to the contrary, a license transferee shall assume all responsibilities of the license transferor under this chapter and all applicable code.

724.14 REGULATIONS PERTAINING TO THE OPERATION OF MEDICAL MARIJUANA DISPENSARIES AND FACILITIES

(a) No person may operate or cause to be operated a medical marijuana cultivator, processor or dispensary without the following requirements:

(1) The medical marijuana cultivator, processor or dispensary shall be operated in accordance with all applicable laws, rules and regulations promulgated by the state.

(2) The parcel upon which the cultivator, processor or dispensary is operated shall not at the time the original license is issued be located within 500 feet from any parcel on which sits a school, church, public library, public playground, recreation center, city owned building or property, or 500 feet from any residential property and not within one-half mile of any medical marijuana dispensary or public park.

(3) Consultations by medical professionals shall not be a permitted at a dispensary, unless the patron already has a recommendation for medical marijuana prior to entering the dispensary.

(4) Signs shall be posted on the outside of the dispensary and shall only contain the name of the business, limited to two colors.

(5) The dispensary shall operate only between the hours of 7:00 a.m. and 9:00 p.m., seven days a week.

(6) The use of any vending machine which allows access to medical marijuana is prohibited. For purposes of this subsection (a) (6), a vending machine is any device, which allows access to medical marijuana without a human intermediary.

(7) The premises of every medical marijuana dispensary shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access, including restrooms, at an illumination level of not less than five foot-candles as measured at floor level.

(8) No medical marijuana dispensary shall be operated in any manner that permits the observation from outside the premises of any image depicting or describing a marijuana leaf or the combustion of plant material, whether by means of display, decoration, sign, window or any other means.

(9) Any material change to information provided in the licensee's application including, but not limited to, changes to the security plan must be promptly communicated, in writing, to the Director.

(10) If, at any time, the licensee is subject to any enforcement action by the state, the licensee shall immediately notify the Director and shall provide any relevant information or documentation requested by the Director.

(11) If, at any time, the licensee has a reasonable belief that an actual loss, theft or diversion of medical marijuana or currency worth or amounting to more than \$100.00 has occurred, the licensee shall immediately notify the Director, and in any event such notification shall be provided no later than 24 hours after discovery of the loss, theft or diversion.

(b) Except as otherwise provided in this paragraph, any person who violates subsection (a) hereof, or any person who operates a medical marijuana cultivator, processor, or dispensary and permits a violation of subsection (a) hereof on the premises, shall be guilty of a misdemeanor of the third degree. If the offender previously has been convicted of or pleaded guilty to one violation of subsection (a) hereof, a violation of subsection (a) of this section will be considered a misdemeanor of the second degree. If the offender previously has been convicted of or pleaded guilty to two or more violations of subsection (a) of this section, a violation of subsection (a) hereof will be considered a misdemeanor of the first degree.

724.15 LOITERING AND EXTERIOR LIGHTING AND MONITORING REQUIREMENTS.

(a) It shall be the duty of the operator of a medical marijuana dispensary to:

(1) Initiate and enforce a no loitering policy within the external boundaries of the real property upon which the medical marijuana dispensary is located;

(2) Post conspicuous signs stating that no loitering is permitted on such property;

(3) Monitor the activities of persons on such property by visually inspecting such property or inspecting such property by use of video cameras and monitors; and

(4) Provide adequate lighting of the exterior premises to provide for visual inspection or video monitoring and to prohibit loitering. The video cameras and monitors shall operate continuously at all times that the premises is open for business.

(b) It shall be unlawful for a person having a duty under this section to knowingly fail to fulfill that duty.

724.17 INJUNCTION.

Any person who operates or causes to be operated a medical marijuana cultivator, processor or dispensary in violation of this chapter is subject to a suit for injunction as well as prosecution for criminal violations under the Codified Ordinances of the City.

724.18 EFFECT OF PARTIAL INVALIDITY.

If any section, subsection or clause of this chapter shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected.

720.19 CHANGE IN INFORMATION.

During the pendency of any application for, or during the term of, any medical marijuana cultivator, processor or dispensary license, the applicant or licensee shall promptly notify the

Director in writing of any change in any material information given by the applicant or licensee in the application for such license, including specifically, but without limitation, any change in managers of the medical marijuana cultivator, processor or dispensary establishment or in the individuals identified in the application pursuant to this chapter; or if any of the events constituting grounds for suspension or revocation pursuant to this chapter occur.

724.99 PENALTY.

(a) Violations of this chapter for which no penalty is specified shall be unclassified misdemeanor offenses punishable by fine or imprisonment, as provided in Section 501.99 of the Codified Ordinances of the City of Brook Park.

(b) Each day that a medical marijuana cultivator, processor, or dispensary operates in violation this chapter is a separate offense.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all 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, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to enact Chapter 724 of the Park Codified Ordinances; therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council. It shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

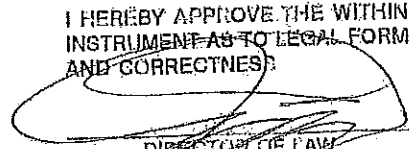
CLERK OF COUNCIL

APPROVED: _____

MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS


DIRECTOR OF LAW

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: COUNCILWOMAN COYNE

AN ORDINANCE
AMENDING SECTION 1121.23 OF THE BROOK PARK CODIFIED ORDINANCES
ENTITLED 'U-3A BUSINESS DISTRICT', AND DECLARING AN EMERGENCY

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: Section 1121.23 of the Brook Park Codified Ordinances, entitled "U-3A BUSINESS DISTRICT" is hereby amended to read:

(c) Permitted Uses. Buildings and land shall be designed, erected, altered, moved or maintained in whole or in part in U-3A Business Districts only for the uses set forth in the following schedule and regulations:

(1) Main buildings and uses permitted.

A. Offices: professional, financial, governmental, public utility, executive, and administrative; sales offices, provided only samples are displayed or stored on the lots, and no goods shall be distributed.

B. Mortuaries.

C. Motels, restaurants and assembly halls.

D. Retail sales in buildings.

a. Sale of all foods;

b. The sale and serving of all food and beverages

c. The sale of all general merchandise, apparel, household furnishings, supplies and equipment, flowers, garden supplies, business equipment.

d. Medical marijuana dispensaries; however, No medical marijuana dispensaries may be established or operated within 500 feet of a school, church, public library, public playground, recreation center or public park in the City. No medical marijuana dispensary may be established, operated or enlarged within one half mile of another medical marijuana dispensary.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all 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, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to amend section 1121.23 of the Park Codified Ordinances; therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council. It shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS

DIRECTOR OF LAW

Finance
~~Legislative~~
P/C 10-18-22
CA _____
1st R _____
2nd R _____
3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR
THE SALE OF PERMANENT PARCEL NO. 341-23-007, AND DECLARING AND
EMERGENCY

NOW THEREFORE, BE IT ORDAINED by the Council of the City of
Brook Park, State of Ohio, that,

SECTION 1:

The Mayor is hereby authorized to enter into a contract for
the sale of Permanent Parcel No. 341-23-007, pursuant to the terms
and conditions set forth in the aforesaid agreement attached hereto
and incorporated herein as if fully rewritten as Exhibit "A".

SECTION 2:

The money needed for the sale of the aforesaid transaction
shall be paid from the Economic Development Fund No. 243 and the
proceeds from this sale shall be placed in the Economic Development
Fund No. 243.

SECTION 3: It is found and determined that all formal actions
of this Council concerning and relating to the adoption of this
Ordinance were adopted in an open meeting of this Council, and that
all 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, including Section 121.22
of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an
emergency measure immediately necessary for the preservation of the
public peace, health, safety and welfare of said City, and for the
further reason to authorize the Mayor to enter into a contract for
the sale of Permanent Parcel No. 341-23-007; therefore provided
this Ordinance receives the affirmative vote of at least five (5)
members elected to Council, it shall take effect and be in force
immediately upon its passage and approval by the Mayor; otherwise,
from and after the earliest period allowed by law.

RECEIVED

OCT 18 2022

PASSED: _____

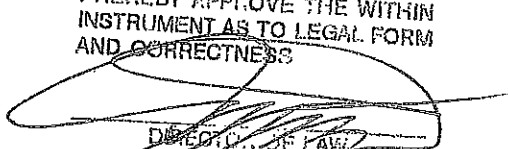
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS


DIRECTOR OF LAW

VACANT LAND PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE

1 **BUYER** The undersigned Amato Homes I, LLC offers to buy the

2 **PROPERTY** located at 21388 Sheldon Road,

3 City Brook Park, Ohio, Zip 44142.

4 Permanent Parcel No. 341-23-007, and further described as being: Residential Vacant Land

5
6 The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
7 appurtenant rights, privileges and easements. Also included: _____

8
9 NOT included: _____

10
11 **SECONDARY OFFER** This ☐ is ☒ is not a secondary offer. This secondary offer, if applicable, will become a
12 primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before
13 _____ (date). BUYER shall have the right to terminate this secondary offer at any time prior to
14 BUYER's receipt of said copy of the release of the primary offer by delivering written notice to the SELLER or the
15 SELLER's agent. BUYER shall deposit earnest money within four (4) days of becoming the primary offer.

16 **PRICE** BUYER shall pay the sum of \$ 27,000.00

17 Payable as follows:

18 Earnest money paid to Broker will be deposited in a non-
19 interest bearing trust account and credited against
20 purchase price. \$ 1,000.00

21 ☐ Check to be deposited immediately upon the
22 formation of a binding AGREEMENT, as defined
23 below on lines 199-206

24 ☒ Note to be redeemed within four (4) days after
25 formation of a binding AGREEMENT, as defined
26 below on lines 199-206

27 Cash to be deposited in escrow \$ 26,000.00

28 Mortgage loan to be obtained by BUYER \$ n/a

29 ☐ CONVENTIONAL, ☒ OTHER Purchase of the lot will be a cash transaction but a construction loan will be recorded
30 at the time of closing. Earnest money to be held by Land Title Group.

31 **FINANCING** BUYER shall make a written application for the above mortgage loan within n/a days
32 after acceptance and shall obtain a commitment for that loan on or about n/a. If,
33 despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null
34 and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned
35 to the BUYER without any further liability of either party to the other or to Broker and their agents.

36 **NOTE:** In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held
37 in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow
38 account until a written release from the parties consenting to its disposition has been obtained or until
39 disbursement is ordered by a court of competent jurisdiction.

40 **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow
41 with the lending institution or title company on or before 10/06/2022, and title shall be
42 transferred on or about 10/07/2022.

Approved by CABOR, LoCAR, LCAR and GeCAR
January 1, 2000

SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

EXHIBIT

POSSESSION SELLER shall deliver possession to BUYER on same (date) at 5 (time)
☐ AM ☒ PM, provided the title has transferred.

TITLE SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an Owner's Fee Policy of Title Insurance from Land Title Group, LLC (title company - if BUYER has a preference) in the amount of the purchase price with cost of the insuring premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither BUYER, SELLER nor any REALTOR(S)® shall have any further liability to each other, and both BUYER and SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

PRORATIONS General taxes, annual maintenance fees, subdivision charges, special assessments, city and county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated based upon the latest available tax duplicate. BUYER acknowledges that the latest available tax duplicate may not reflect the accurate amount of taxes and assessments that will be owed. The parties are advised to consult with the county auditor's office regarding the status of the Property taxes as the latest available tax duplicate may not reflect the accurate amount of taxes that will be owed. SELLER agrees to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes or assessments, public or private, except the following: none

In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
☐ BUYER ☒ SELLER agrees to pay the amount of such recoupment.

CHARGES/ESCROW INSTRUCTIONS This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d) prorations due BUYER, e) Broker's commissions, f) one-half of the escrow fee and g) other none

(unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession whichever is later. The escrow agent shall withhold \$n/a from the proceeds due SELLER for the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the escrow fee b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees for the deed and any mortgage, and d) other none

☐ The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1 Settlement Statement to the Brokers listed on this Agreement promptly after closing.

☒ The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1 Settlement Statement to the Brokers listed on this Agreement promptly after closing.

INSPECTION This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections, BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER

94 understands that all real property may contain defects and conditions that are not readily apparent and which may
 95 affect a property's use or value. BUYER and SELLER agree that the REALTORS® and agents do not guarantee
 96 and in no way assume responsibility for the property's condition. BUYER acknowledges that it is BUYER's own
 97 duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or BUYER's inspectors
 98 regarding the condition and systems of the property.

99 INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHAVA DO NOT
 100 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

Choice	Inspection
102 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Water Potability. This offer is contingent upon BUYER obtaining, at BUYER's expense, satisfactory evidence and knowledge that potable water can be found at the subject property. BUYER shall use his best efforts to obtain such evidence. In the event BUYER is unable to obtain such evidence within _____ days from the formation of a binding AGREEMENT, then this AGREEMENT shall be null and void and neither BUYER or Agent involved in this transaction shall have any further liability or obligation to each other. In that event both SELLER and BUYER agree to sign a mutual release of each other and the Broker(s) and Agent and authorize the return of all funds held on deposit to BUYER.
110 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Sewer Permit. This offer is contingent upon BUYER obtaining, at BUYER's expense, a septic system installation permit from the appropriate authority. BUYER shall use his best efforts to obtain such permit. In the event BUYER is unable to obtain such permit within _____ days from the formation of a binding AGREEMENT, then this offer shall be null and void and neither BUYER, SELLER, nor Broker or Agent involved in this transaction shall have any further liability or obligation to each other. In that event both SELLER and BUYER agree to sign a mutual release of each other and the Broker(s) and Agent(s) and authorize the return of all funds held on deposit to BUYER.
118 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Regulations, Bylaws, and Restrictions. SELLER agrees to deliver a copy of the Association Regulations, Bylaws and Deed Restrictions to the BUYER within _____ days of the formation of a binding AGREEMENT. This offer is contingent upon BUYER's approval of Association Regulations, Bylaws and Deed Restrictions for subject property. BUYER will accept or reject said Restrictions within _____ days from receipt. If BUYER rejects said Restrictions then this offer shall be null and void and neither BUYER, SELLER nor any Broker or Agent involved in this transaction shall have any further liability or obligation to each other. In that event both SELLER and BUYER agree to sign a mutual release of each other and the Broker(s) or Agent(s) and authorize the return of all funds held on deposit to the BUYER.
127 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Soil Tests. This offer is contingent upon BUYER obtaining, at BUYER's expense, percolation tests and/or additional soils investigation to ascertain whether the Property is suitable for any improvements which BUYER proposes to make within _____ days from the formation of a binding AGREEMENT. BUYER will accept or reject any and all Soil Tests within _____ days from receipt of inspection reports. If BUYER rejects any or all of the Soil Test results, then this offer shall be null and void and neither BUYER, SELLER nor any Broker or Agent involved in this transaction shall have any further liability or obligation to each other. In that event both SELLER and BUYER agree to sign a mutual release of each other and the Broker(s) or Agent(s) and authorize the return of all funds held on deposit to the BUYER.
136 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Environmental Inspections. This offer is contingent upon BUYER obtaining, at BUYER's expense, an environmental inspection of the property to determine the existence of any environmental hazard and or contamination on or adjacent to the property within _____ days from the formation of a binding AGREEMENT. If environmental hazard and or contamination is found on or adjacent to the property, BUYER shall have the right to terminate this AGREEMENT or accept the Property in its "AS IS" present physical condition. If BUYER elects to terminate the AGREEMENT, both BUYER and SELLER agree to sign a mutual release of each other and the Broker(s) and Agent(s), and to authorize the return of all funds held on deposit to BUYER.
145 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Title, Zoning, and Usage. This offer is contingent upon BUYER reviewing and approving, within _____ days from the formation of a binding AGREEMENT, local and county records, including without limitation the recorded plat, easements of record, flood plain maps,

applicable ordinances, the location and availability of utilities, availability of water and sewer tie-ins, cost of tap in and other local and county fees, and to determine whether the property is suitable for proposed use. BUYER shall have the right to order, review and approve, at their expense, a title commitment setting forth the condition of title to the property.

☒ Yes ☐ No **OTHER:** City to verify location of water and sewer laterals and approve building plans submitted with slab construction prior to title transfer.

This offer is contingent upon BUYER reviewing and approving the above within _____ days from the formation of a binding AGREEMENT. If BUYER elects not to proceed as a result of any of the foregoing contingency, then this offer shall be null and void and neither BUYER, SELLER nor any Broker or Agent involved in this transaction shall have any further liability or obligation to each other. In that event both SELLER and BUYER agree to sign a mutual release of each other and the Broker(s) or Agent(s) and authorize the return of all funds held on deposit to the BUYER.

WAIVER: _____ (initials) BUYER elects to waive each professional inspection to which BUYER has not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.


BUYER shall be responsible for the repair and restoration of any damage to the Property which may be caused by such tests. If the Property is not suitable for the proposed use, then this AGREEMENT may be terminated at the option of the BUYER and BUYER and SELLER agree to sign a mutual release, whereupon the earnest money shall be returned to BUYER.

The BUYER and SELLER can mutually agree **IN WRITING** to extend the dates for inspections listed above. SELLER agrees to provide reasonable access to the property to perform the inspections listed above.

MEGAN'S LAW SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the local sheriff's office for additional information. BUYER will rely on BUYER's own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the transaction.

CONDITION OF PROPERTY BUYER has examined the property and agrees that the property is being purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the Vacant Land Property Disclosure Form or identified by any inspections requested by either party. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this AGREEMENT or on the Vacant Land Property Disclosure Form.

BUYER ☐ HAS _____ (BUYER'S initials) received a copy of the Vacant Land Property Disclosure Form signed by SELLER on _____ (date) prior to writing this offer.

BUYER ☒ HAS NOT  _____ (BUYER'S initials) received a copy of the Vacant Land Property Disclosure Form. This offer is subject to the SELLER completing the Vacant Land Property Disclosure Form and BUYER'S review and approval of the information contained on the disclosure form within _____ days from receipt.

REPRESENTATIONS AND DISCLAIMERS BUYER acknowledges that the SELLER completed the Vacant Land Property Disclosure Form and agrees to hold the Broker and its agents harmless from any misstatements or errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker and its agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER hereby acknowledges that neither Broker nor their agents have any expertise with respect to environmental matters and have relied upon the information provided by the SELLER on the Vacant Land Property Disclosure Form. Please list any and all verbal representations made by Broker or its agents that you relied upon when purchasing this property (if none, write "none"). None

199 **BINDING AGREEMENT** Upon written acceptance and then either written or verbal notice of such acceptance to
200 the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT
201 UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire
202 understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to
203 this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be
204 deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's
205 usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days.
206 This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.

207 **ADDENDA** The additional terms and conditions in the attached addenda ☒ Agency Disclosure Form
208 ☒ Vacant Land Property Disclosure Form ☐ Other [describe] : _____
209 _____
210 _____ are made part of this AGREEMENT.

211 *Francis Anato, President* dotloop verified 09/22/22 3:16 PM EDT VHKZ-8MGI-XSF5-B9Z1
212 (BUYER) (ADDRESS AND ZIP CODE) (DATE)
213 _____ (PHONE NO.)
214 (BUYER) (ADDRESS AND ZIP CODE)

215 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$\$ _____ ☐ check, ☐ note, earnest money,
216 subject to terms of the above offer.

217 By: _____ Office: 440-888-8181 Phone: _____

218 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from
219 SELLER's escrow funds a commission of none percent (_____%)
220 of the purchase price to _____ (Broker)
221 _____ (Address)
222 and none percent (_____%) of the
223 purchase price to _____ (Broker)
224 _____ (Address)
225 as the sole procuring agents in this transaction.

226 _____ (DATE)
227 (SELLER) (ADDRESS AND ZIP CODE)

228 City of Brookpark (PHONE NO.)
229 (PRINT SELLER'S NAME)

230 _____ (DATE)
231 (SELLER) (ADDRESS AND ZIP CODE)

232 _____ (PHONE NO.)
233 (PRINT SELLER'S NAME)

234 The following information is provided solely for the Multiple Listing Services' use and will be completed by the
235 Brokers or their agents and is not part of the terms of the Purchase AGREEMENT.

236	Multiple Listing Information	
237		
238	(Listing agent name)	(Listing agent license #)
239		
240	(Listing broker name)	(Listing broker office #)
241	Anthony P. Crea / Stephen S. Crea	BRKP.227994 / BRKM.2017003409
242	(Selling agent name)	(Selling agent license #)
243	Assad & Crea Realty Group	REC.402756
244	(Selling broker name)	(Selling broker office #)