THE COURT OF COMMON PLEAS
SUMMIT COUNTY, OHIO

STATE OF OHIO ex. rel. MARCELLA GAYDOSH,	)	CASE NO. 2025-06-2505
Relator,	)	JUDGE JOY M OLDFIELD
v.	)	**RELATOR'S MOTION FOR SUMMARY JUDGMENT**
CITY OF TWINSBURG	)	
Defendant.	)	

I. INTRODUCTION

Relator Marcella Gaydosh moves this Court for summary judgment to find Defendant City of Twinsburg ("Twinsburg") is presently abusing its corporate powers by (1) creating and maintaining the Twinsburg Community Improvement Corporation ("Twinsburg CIC") in contravention of Twinsburg's Charter; and (2) allowing the Twinsburg CIC for over a decade to engage in unapproved development activities centered around using Twinsburg taxpayer monies to acquire properties adjacent to the vacant Twinsburg-owned property at 8997 Darrow Rd, Twinsburg, OH 44087 (parcel 6400109) formerly used as Twinsburg's first school (the "Old School Property") so as to sell them all to a third-party developer (hereafter referred to as the "Downtown Redevelopment Plan").

II. STATEMENT OF FACTS

Relator is a taxpayer and resident of Twinsburg, Ohio. (Comp. ¶1, Ans. ¶1). Twinsburg is a chartered municipal corporation in Summit County, Ohio, with its city hall located at 10075 Ravenna Rd, Twinsburg, OH 44087, and Mathew Vazzana serves as its Law Director ("Director Vazzana"). (Comp. ¶2, Ans. ¶2).

On May 15, 2013, Twinsburg Council passed Ordinance 16-2013, which authorized the Twinsburg mayor to create the Twinsburg CIC and file articles of incorporation for it. (Comp. ¶7, Ex. 5, Ans. ¶7). On July 1, 2013, the Twinsburg Mayor, Law Director, and Council President filed articles of incorporation with the Ohio Secretary of State creating the Twinsburg CIC, with Article III stating "the corporation is formed for the sole purpose of advancing, encouraging, and promoting the industrial, economic, commercial, distribution, research and civic development of Twinsburg, Ohio." (Comp. ¶8, Ex. 6, Ans. ¶8).

The Twinsburg CIC's original Trustees consisted of Katherine Procop, David Maistros, and Seth Rodin, and the CIC Trustees appointed Twinsburg's Director of Planning and Community Development, Larry Finch, to the position of Executive Director of Twinsburg CIC. (Comp. ¶9, Ans. ¶9). Today, Twinsburg CIC's Executive Director is Rebecca Ziegler, who is Larry Finch's successor as Twinsburg's Director of Community Planning and Development. *Id.* The Twinsburg CIC's Board of Trustees currently consists of Greg Rall as President; Jeff Deeds, Kathi Procop (former mayor), and one vacant seat as resident representatives; Matt Cellura as business representative; Sam Scaffide as Twinsburg Mayor; and Bill Furey and Karen Labbe as Trustees. (Comp. ¶10, Ans. ¶10).

On January 28, 2014, Twinsburg Council passed Ordinance 153-2013, which provided starting capital of $300,000 for Twinsburg CIC for the "purposes of performing actions and responding to land assembly opportunities that might advance the purposes of the TCIC and support economic and social advancements for residents of the City of Twinsburg." (Comp. ¶11, Ex. 7, Ans. ¶11). Ordinance 153-2013 also provided the Twinsburg CIC with an annual amount equal to fifty percent (50%) of the funds collected and received by the City pursuant to the Transient Guest Tax starting with year ending 2013. (Comp. ¶12, Ex. 7, Ans. ¶12).

After passing Ordinance 153-2013, Twinsburg Council never passed another ordinance designating the Twinsburg CIC as its agent, nor delegating it any additional authority. (Comp. ¶13, Ans. ¶13). Yet, immediately upon its incorporation, the Twinsburg CIC started to pursue the Downtown Redevelopment Plan which hinged on first using Twinsburg taxpayer money to acquire commercial properties adjacent to the Old School Property and second create bidding processes whereby Twinsburg CIC could sell Twinsburg's Old School Property and the adjacent commercial properties it controlled to a third party developer.

1. Twinsburg CIC's efforts to acquire commercial properties adjacent to Old School Property using Twinsburg taxpayer monies.

It is uncontested that Twinsburg CIC attempted to purchase properties adjacent to the Old School Property such as the four parcels immediately to the south of the Old School owned by Regis Brown (the "Regis Brown Properties") (Comp. ¶17, Ans. ¶17) and an undeveloped parcel to the south of those owned by Herbert and Marilyn Holley (the "Holley Property"). *Id.* These are depicted on Twinsburg CIC's website as the "Potential Redevelopment Area" as such:

(Comp. ¶16, Ans. ¶16)

Twinsburg CIC also pursued opportunities to purchase properties outside of the Potential Redevelopment Area owned by Caldwell Banker, Chase Bank, and the United States Postal Service. (Comp. ¶17, Ans. ¶17). It was only successful in purchasing the Holley Property. (Comp. ¶18, Ans. ¶18(b)). The Twinsburg CIC did not seek Twinsburg Council's pre-authorization to buy the Holly Property nor pursue others. (Comp. ¶18, Ans. ¶18(a)). It also did not seek ratification of using Twinsburg provided funds to buy the Holly Property. *Id.*

2. Twinsburg CIC's efforts to sell the Old School Property and adjacent properties to third-party developers using a bidding process.

Contemporaneous with its decade long efforts to purchase properties adjacent to the Old School, Twinsburg CIC engaged in at least two rounds of bidding to find development partners to purchase the Old School Property and any adjacent properties Twinsburg CIC owned or controlled in or around the Potential Redevelopment Area.

In late 2013, Twinsburg CIC issued a Request for Qualifications to find a partner developer for the Potential Redevelopment Area attached hereto as **Exhibit 1** ("RFQ 1"). The RFQ1 process led to the Twinsburg CIC entering into a Letter of Intent with Fairmont Properties LLC dated June 27, 2014 attached hereto as **Exhibit 2** (the "Fairmont LOI") in which Twinsburg CIC promised to prepare drafts of the following documents:

a. Purchase and Sale Agreement

The TCIC agrees to sell all or any portion of any property which it may own or gain control of within the [Potential Redevelopment Area] to FP for a price to be determined by the parties.

b. Development Agreement

The parties will enter into a Development Agreement which will contain key terms regarding planning and design; land use and zoning; financing; public incentives and construction. The Development Agreement will also set forth the roles and responsibilities of FP and the TCIC relative to the Project.

Twinsburg CIC then drafted a Cooperative Development Agreement attached hereto as **Exhibit 3** (the "Draft CDA") which included Twinsburg as a party and contained the following term:

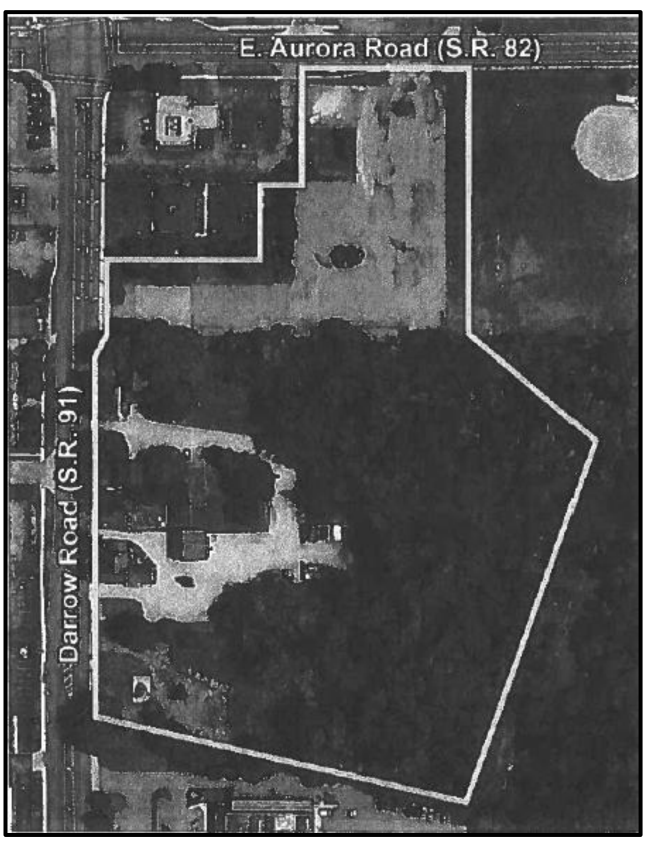
> **2. "Old School" Property Sale.** The City of Twinsburg agrees to sell a portion of property known as the "Old School" to the Developer/Partner for a price to be determined by market appraisal of developable area, reduced by the costs that would be associated with asbestos mitigation and demolition. A market appraisal of land value will be conducted by an MAI Certified appraiser to establish market value of cleared and clean property. Costs for asbestos mitigation and demolition will be solicited from at least two companies with substantial experience in each area of service. To determine a sale price the value of a clean and cleared site, as determined by appraisal, will be reduced by the average amount of costs estimates for asbestos removal and structure demolition. The Developer/Partner agrees to pay the City of Twinsburg the determined amount prior to their actual commencement of demolition. Should the City, TCIC and/or Developer/Partner be successful in securing grant funds to offset asbestos removal, demolition or site clearance costs, the sale price of the Old School property will be the appraised market value cost less any local match expense related to grant programs paid by the Developer/Partner.

Fairmont Properties LLC did not ultimately sign Draft CDA before Fairmont LOI expired, so the deal never closed.

Nonetheless, the RFQ1 process shows Twinsburg CIC was acquiring adjacent properties with the intent of selling them along with Twinsburg's Old School Property to a third-party developer using a bidding process. Afterwards, Twinsburg CIC continued to attempt to acquire adjacent properties by entering into a Real Estate Consultation/Representation Services Agreement with Cushman & Wakefield/CRESCO, LTD on March 3, 2015 attached hereto as **Exhibit 4** where it granted Cresco the "exclusive right to represent [Twinsburg CIC] in the purchase of real property…" (the "Broker Contract"). The Broker Contract resulted in Twinsburg CIC negotiating to purchase the Regis Brown Properties (letters of intent attached hereto as **Exhibit 5**) and ultimately purchasing the Holly Property. (Comp. ¶18, Ans. ¶18(b)). Around that time, Twinsburg CIC board members informally approached other developers like Liberty Development Company to discuss potential development of the Old School Property, which did not lead to anything. (Comp. ¶18, Ans. ¶18(e)).

In 2018 and 2019, Twinsburg CIC switched focus away from the Downtown Redevelopment Plan to instead creating a Downtown Redevelopment District, which would allow property taxes within the district to be diverted to redevelopment purposes. (Comp. ¶18, Ans. ¶18(f)). In early 2020, Twinsburg CIC reengaged Downtown Redevelopment Plan activities by negotiating a Memorandum of Understanding with Regis Brown attached hereto as **Exhibit 6** ("Regis Brown MOU") to jointly market Twinsburg's Old School Property for $600,000, the Regis Brown Properties for $1,800,000, and Twinsburg CIC's Holly Property for $400,000 to a developer.

In early 2021, the Twinsburg CIC issued another Request for Qualifications attached hereto as **Exhibit 7** ("RFQ2") to find a mixed-use developer for land that "Twinsburg [CIC] and the … Twinsburg currently have control through direct ownership or Letter of Intent" depicted as follows:



RFQ2 stated "Twinsburg CIC has partnered with the City of Twinsburg and local property owners for the redevelopment of [Potential Redevelopment Area]" and "this entire tract is comprised of seven parcels and is being made available for a set fee as if it were a single tract." It went on to state, "[t]his land will be offered to the selected developer/partner, free of any liens or encumbrances, for a proposed cost of $2,800,000," which conforms to the terms of the Regis Brown MOU. The developers Heritage Land Development and Bo Knez Homes responded to RFQ2 with bids attached hereto as **Exhibit 8**.

Ultimately, Twinsburg CIC chose Heritage Land Development's proposal, but they did not come to terms on a memorandum of understanding on how to proceed. (Comp. ¶18, Ans. ¶18(h)). Nonetheless, the RFQ2 process shows Twinsburg CIC was acquiring adjacent properties with the intent of selling them along with Twinsburg's Old School Property to a third-party developer using a bidding process. So, from its inception to this very day, Twinsburg CIC has actively been engaged in a Downtown Redevelopment Plan where it sought to acquire properties adjacent to Twinsburg's Old School Property so it could sell them to third-party developers using a bidding process. It is an undisputed fact that, "not once did Twinsburg CIC present a plan of action to Twinsburg Council for approval, nor did it ever get authority to market or sell the Old School property." (Comp. ¶18, Ans. ¶18(a)).

III. STANDARD OF REVIEW

Under Civ. R. 56(C), "[s]ummary judgment shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, written admissions, affidavits, transcripts of evidence, and written stipulations of fact, if any, timely filed in the action, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Civ. R. 56(C).

Under the applicable standard of review, "[t]he movant bears the initial burden of demonstrating the absence of genuine issues of material fact concerning the essential elements of the non-moving party's case." *Talarek v. Weaver,* 9th Dist. Summit No. 17CA011185, 2018-Ohio-2872, ¶ 8, citing *Dresher v. Burt*, 75 Ohio St.3d 280, 292 (1996). "Once the moving party satisfies this burden, the non-moving party has a reciprocal burden to 'set forth specific facts showing that there is a genuine issue for trial.'" *Id*. If the non-moving party fails to present sufficient "evidence that would demonstrate that [the defendant's] conduct rose to the level" necessary to satisfy the applicable legal standard, then summary judgment should be granted. *Myers v. Goodwill Indus. of Akron, Inc.*, 130 Ohio App.3d 722, 729 (9th Dist. 1998).

IV. LAW AND ARGUMENT

According to R.C. § 733.56, a city director of law may apply, in the name of the municipal corporation, to a court of competent jurisdiction for an order of injunction to restrain to stop the abuse of its corporate powers. According to R.C. § 733.59, if the law director fails – upon the written request of any taxpayer of the municipal corporation – to apply for the injunction asked for, then the taxpayer may institute suit in his own name, on behalf of the municipal corporation.

On December 9, 2024, Relator sent Director Vazzana a letter requesting he file an action ordering Twinsburg to start the process of dissolving the Twinsburg CIC because its creation and maintenance was an abuse of Twinsburg's corporate powers.[1] (Comp., at ¶ 5, Ex. 1., Ans. at ¶ 5). On April 2, 2025, Relator sent Director Vazzana a follow-up letter pointing out Twinsburg's was also abusing its corporate powers by allowing the Twinsburg CIC to act as its agent to purchase

[1] Relator also requested Twinsburg stop misapplying funds to the Twinsburg CIC, which Twinsburg subsequently did in Ordinance No. 52-2025 which repealed Ordinance 153-2013; therefore, Relator is not requesting this Court enjoin Twinsburg from misapplying funds to Twinsburg CIC.

and market real property on Twinsburg's behalf in furtherance of the Downtown Redevelopment Plan without being delegated such authority under R.C. § 1724.10 and asked Director Vazzana to file an action enjoining this abuse of its corporate powers. (Comp., at ¶ 6, Ex. 3., Ans. at ¶ 6). Director Vazzana rejected Relator's request to dissolve the Twinsburg CIC or at the very least prohibit the Twinsburg CIC from engaging in the Downtown Redevelopment Plan. (Comp., at ¶¶ 5-6, Ex. 3, 4., Ans. at ¶¶ 5-6). Since Director Vazzana rejected Relator's request, Relator has statutory taxpayer standing under R.C. § 733.59 to bring this suit in her own name on behalf of Twinsburg to enjoin Twinsburg from abusing its corporate powers.

If this Court finds in favor of Relator's statutory taxpayer action, then it may award Relator her attorney fees and waive security for costs. *State ex rel. Fisher v. Cleveland*, 109 Ohio St. 3d 33, 42 (2006). Thus, Relator requests this Court find Twinsburg is presently abusing its corporate powers, enjoin it from continually abusing those corporate powers, waive Relator's security costs, and allow Relator to recover her attorney fees for the following reasons:

1. **Twinsburg abused its corporate powers by allowing Twinsburg CIC to engage in the Downtown Redevelopment Plan without delegation of authority required by R.C. § 1724.10.**

It is an undisputed fact that Twinsburg CIC engaged in a Downtown Redevelopment Plan whereby Twinsburg CIC sought to buy properties adjacent to the Old School Property and then sell those adjacent properties along with the Old School Property to a developer for well over a decade. The question before this Court for Count Two of Relator's Complaint, is whether Twinsburg abused and continues to abuse its corporate powers by letting the Twinsburg CIC pursue the Downtown Redevelopment Plan.

The Twinsburg Charter does not mention the Twinsburg CIC and the only Twinsburg ordinance that establishes the legal authority of the Twinsburg CIC is Ordinance 16-2013, which only states, "the Mayor is hereby authorized to create the [Twinsburg CIC] and file appropriate Articles of Incorporation and related documents with the State of Ohio." (Comp., at ¶ 7, Ans. at ¶ 7). Thus, Ohio statutes R.C. §1724.1 through R.C. § 1724.12 are the only laws that govern how Twinsburg may delegate authority to the Twinsburg CIC. The relevant provisions are as follows:

- R.C. § 1724.1(B) states "[a] corporation not for profit may be organized in the manner provided in [R.C. § 1702.04], and as provided in [R.C. § 1724.01 to 1724.09], for the purposes of: (1) [a]dvancing, encouraging, and promoting the industrial, economic, commercial, and civic development of a community or area…"

- R.C. § 1724.2(A) states a community improvement corporation shall have the following powers:

  (1) borrow money;
  (2) make loans;
  (3) purchase, receive, hold, manage, lease, lease-purchase, or otherwise acquire and to sell convey, transfer, lease, sublease, or otherwise dispose of real and personal property;
  (4) acquire the good will, business, rights, real and personal property, and other assets of any persons, firms, partnerships, corporations;
  (5) acquire, own, hold, sell, assign, transfer, mortgage, or pledge stocks, shares, bonds, notes, or other securities;
  (6) mortgage, pledge, or otherwise encumber any property acquired;
  (7) become a member of a corporation;
  (8) serve as an agent for grant applications and for administration of grants;
  (9) act as a county land reutilization corporation;
  (10) engage in code enforcement and nuisance abatement;
  (11) charge fees or exchange in-kind goods or services for services rendered to political subdivisions and other persons;
  (12) employ and provide compensation for an executive director who shall manage the operations of the corporation;
  (13) purchase tax certificates;
  (14) be assigned a mortgage on real property;
  (15) act as a portal operator for purposes of an OhioInvests offering; and
  (16) do all acts and things necessary to carry out its R.C. § 1724.1(B) purposes.

- R.C. § 1724.4 provides that a community improvement corporation is created when its articles of incorporation are filed with the Ohio Secretary of State and then approved by the Ohio Attorney General.

- R.C. § 1724.10 provides that a community improvement corporation could be delegated additional powers above those listed in R.C. § 1724.2(A) via the following process:

  - Subsection (A) states, "a community improvement corporation may be designated (1) a … municipal corporation[] … as the agency of … such political subdivision for the industrial, commercial, distribution, and research development in such political subdivision when the legislative authority of such political subdivision has determined that the policy of the political subdivision is to promote the health, safety, morals, and general welfare of its inhabitants through the designation of a community improvement corporation as such agency."

  - Subsection (B) states, "[d]esignations under this section shall be made by the legislative authority of the political subdivision by resolution or ordinance" and "[a]ny political subdivision which has designated a community improvement corporation as such agency under this section may enter into an agreement with [the municipal corporation] to provide any one or more of the following [services]:

    (1) That the community improvement corporation shall prepare a plan for the political subdivision of industrial, commercial, distribution, and research development, or of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property, and such plan shall provide therein the extent to which the community improvement corporation shall participate as the agency of the political subdivision in carrying out such plan. Such plan shall be confirmed by the legislative authority of the political subdivision. …. Any agreement entered into under this section may be amended or supplemented from time to time by the parties thereto.
    An economic development corporation designated as the agency of a political subdivision under this section shall promote and encourage the establishment and growth in such subdivision of industrial, commercial, distribution, and research facilities.

    (2) Authorization for the community improvement corporation to sell or to lease any real property or interests in real property owned by the political subdivision determined from time to time by the legislative authority thereof not to be required by such political subdivision for its purposes, for uses determined by the legislative authority as those that will promote the welfare of the people of the political subdivision, stabilize the economy, provide employment, assist in the development of industrial, commercial, distribution, and research activities to the benefit of the people of the political subdivision, will provide additional opportunities for their gainful employment, or will promote the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property within the subdivision. The legislative authority shall specify the consideration for such sale or lease and

> any other terms thereof. Any determinations made by the legislative authority under this division shall be conclusive. The community improvement corporation acting through its officers and on behalf and as agent of the political subdivision shall execute the necessary instruments, including deeds conveying the title of the political subdivision or leases, to accomplish such sale or lease. Such conveyance or lease shall be made without advertising and receipt of bids. A copy of such agreement shall be recorded in the office of the county recorder of any county in which real property or interests in real property to be sold or leased are situated prior to the recording of a deed or lease executed pursuant to such agreement.

Under R.C. § 1724.10, a community improvement corporation does not automatically have the power to develop and execute a development plan on behalf of a municipality as its agent, nor sell municipal owned property on the municipality's behalf. Instead, the municipality must use the procedures outlined in R.C. § 1724.10(B) to give a community improvement corporation authority do so.

First, the legislative authority of the municipality must designate the community improvement corporation as an agent of the municipality by resolution or ordinance. *State ex rel. Zimmerman v. Avon Lake*, 2026-Ohio-1090 (holding when a municipality designates a community improvement corporation as an "agency" of the city, it becomes a "public body"). Next, "[a]ny [municipality] which has designated a community improvement corporation as such agency … may enter into an agreement with it to" (1) prepare a development plan for vacant property owned by the municipality and/or (2) sell or lease real property on the municipality's behalf. Finally, the municipality retains the authority to approve the development plan before its execution. R.C. § 1724.10(B)(1)("[s]uch [development] plan shall be confirmed by the legislative authority of the political subdivision"). Further, the municipality must set the consideration for the sale or lease of real property in advance. R.C. § 1724.10(B)(2)("[t]he legislative authority shall specify the consideration for such sale or lease and any other terms thereof.").

So, if Twinsburg wanted Twinsburg CIC to engage in the Downtown Redevelopment Plan to develop the Old School Property and adjoining properties in accordance with its corporate powers, then it should have taken the following steps:

(1) pass an ordinance or resolution designating Twinsburg CIC as its agent for redevelopment of the central Twinsburg area;
(2) enter into an agreement with Twinsburg CIC giving it authority to prepare a Downtown Redevelopment Plan and sell the Old School Property;
(3) approve the Twinsburg CIC's Downtown Redevelopment Plan for the development of the Old School Property; and
(4) provide in advance the sale amount for the Old School Property that Twinsburg CIC could sell it for.

If Twinsburg abided by its corporate powers conferred by R.C. § 1724.10, then it would maintain control over what Twinsburg CIC did with its taxpayer money and on Twinsburg's behalf.

Instead of abiding by its corporate powers conferred to it by R.C. § 1724.10, Twinsburg allowed the Twinsburg CIC to pursue an unapproved Downtown Redevelopment Plan whereby it used Twinsburg taxpayer monies to purchase or gain control over properties adjacent to the vacant Old School Property and solicited bids by developers to purchase those adjacent properties along with the Old School Property. The following facts are not in dispute:

- Twinsburg never passed an ordinance designating the Twinsburg CIC as its agent, nor delegating any additional authority such as preparing a development plan for the vacant Old School Property or selling the Old School Property.

- Twinsburg CIC sought to purchase or gain control over all the properties to the west and south of the Old School Property (i.e., the Holly Property, the Regis Brown Properties, the Caldwell Banker property, and the Chase bank property).

- Twinsburg CIC twice solicited bids to sell the Old School Property and the adjacent properties under its control to developers for the purpose of redeveloping the Old School Property.

Relator respectfully requests this Court find Twinsburg's above actions abused its corporate powers under R.C. § 1724.10 and enjoin it from allowing the Twinsburg CIC to continue to engage in the Downtown Redevelopment Plan without abiding by the R.C. § 1724.10 mandated process. Further, Relator requests this Court waive Relator's security costs (or deem the filing fee to be sufficient) and award Relator the attorney fees she incurred to gain this injunctive relief.

2. Twinsburg abused its corporate powers by creating and maintaining the Twinsburg CIC in contravention of Twinsburg's Charter.

Under the Home Rule provisions in Article XVIII, Sections 3 and 7 of the Ohio Constitution, a charter municipality may enact a charter and ordinances in matters of local self-government that are different from statutory provisions, and a charter controls when it conflicts with general statutory provisions. *State ex rel. Lightfield v. Indian Hill*, 69 Ohio St.3d 441, 442 (1994) ("In matters of local self-government, if a portion of a municipal charter expressly conflicts with a parallel state law, the charter provisions will prevail").

The existence of Twinsburg CIC expressly conflicts with the Twinsburg Charter because it creates a parallel state law governed public body that shares exclusive powers with a Twinsburg Charter created public body: the Department of Community Planning and Economic Development. In sum, the Twinsburg Charter makes no room for the inclusion of a community improvement corporation as a public body. In a zero-sum game where a state law created public body is taking power and authority away from a charter created public body – the charter created public body must prevail. Thus, Twinsburg abused its corporate powers by creating a state governed public body that expressly conflicts with its charter created public body.

Section 7.08 of the Twinsburg Charter states the Twinsburg Planning Commission "***shall have all powers***" to consider the following matters:

1. Land use and other zoning regulations;
2. Location, or vacation of public buildings, thoroughfares, public ways and publicly owned open spaces;
3. Public and private utilities; planning of developments and sub-division of land;
4. Comprehensive and Master Planning;
5. Such other powers as are now or may hereafter be conferred upon it by Council.

Twinsburg Code of Ordinances § 1103.05 expounds on Section 7.08 by providing the Twinsburg Planning Commission with this additional power:

> (a) To adopt and recommend to Council a Comprehensive Plan for the physical development of the City or to adopt and recommend the redevelopment of any area or district through the preparation of a Business Area Plan which shall include the location of streets and other public ways, parks, playgrounds, recreation areas and other public places….

Twinsburg Charter Section 7.11 creates the Department of Community Planning and Economic Development to administer and execute the Business Area Plans created by the Twinsburg Planning Commission and approved by Twinsburg City Council by stating:

> The Department of Community Planning and Economic Development shall consist of a Director of Community Planning and Economic Development, the City Planner, and other personnel as determined appropriate by Council. The Department of Community Planning and Development shall administer the Comprehensive Plan, Zoning Code, and Subdivision Regulations. The Director shall be appointed by the Mayor and shall review and coordinate all planning and development activities in all divisions and departments of the City…

The Twinsburg Charter specifically gives the department's Director the authority to "coordinate all planning and development activities in all divisions and departments of the City" and does not mention the Twinsburg CIC, which would not be considered a Twinsburg division or department.

If Twinsburg wanted to redevelop the downtown by acquiring properties adjacent to the Old School and then sell those parcels to a developer via a bidding process in accordance with a Planning Commission's Business Area Plan, then the Department of Community Planning and Economic Development would be the Twinsburg Charter governed public body tasked with handling that function. The Director of the department would be the central person in charge of coordinating the planning and development activities in all Twinsburg's divisions and departments to effectuate this plan. Thus, there is an overlap in powers and authority between the Twinsburg CIC's state law authority under R.C. § 1724.10 and the Department of Community Planning and Economic Development charter authority under Twinsburg Charter Section 7.11 to execute development activities in Twinsburg. This overlap creates an express conflict in which the charter created public body must prevail.

Twinsburg will likely argue that this issue is moot because the Department of Community Planning and Economic Development – not the Twinsburg CIC – has recently taken over executing the Downtown Redevelopment Plan. If true, this only confirms Relator's argument that there is an overlap in powers between these public bodies. The Downtown Redevelopment Plan is only an example of this overlap, which can occur whenever both public bodies are engaging in development activities across Twinsburg. To avoid these two public bodies pursuing different courses of development activities on behalf of the same municipality, it is better to dissolve the Twinsburg CIC whose state law claim to legal authority is subservient to Department of Community Planning and Economic Development's charter based claim to legal authority.

Thus, Relator respectfully requests this Court find that the creation and ongoing existence of the Twinsburg CIC is an abuse of Twinsburg's corporate powers and therefore order its dissolution to cease this abuse.[2] Further, Relator requests this Court waive Relator's security costs (or deem the filing fee to be sufficient) and award Relator the attorney fees she incurred to gain this injunctive relief.

V. CONCLUSION

For the foregoing reasons, Relator Marcella Gaydosh respectfully requests that this Court grant summary judgment in her favor on both counts of her Complaint. There is no genuine issue of material fact, and Relator is entitled to judgment as a matter of law. Specifically, Relator requests that this Court:

1) find that Twinsburg abused its corporate powers by allowing the Twinsburg CIC to engage in the Downtown Redevelopment Plan without complying with the delegation-of-authority procedures mandated by R.C. § 1724.10, and enjoin Twinsburg from permitting the Twinsburg CIC to continue any such activities absent proper legislative authorization;
2) find that Twinsburg abused its corporate powers by creating and maintaining the Twinsburg CIC in contravention of the Twinsburg Charter, and order the dissolution of the Twinsburg CIC;
3) waive Relator's security costs, or in the alternative, deem the filing fee to constitute sufficient security; and
4) award Relator her reasonable attorney fees incurred in prosecuting this action pursuant to *State ex rel. Fisher v. Cleveland*, 109 Ohio St. 3d 33, 42 (2006).

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[2] If the Court grants this request, then Relator's request in Count Two to enjoin the Twinsburg CIC from engaging in the Downtown Redevelopment Plan would be moot.

Respectfully Submitted,

/s/ Logan Trombley

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CERTIFICATE OF SERVICE

A true and accurate copy of the foregoing served on all counsel of record via electronic filing system on this 24th day of April 2026.

/s/ Logan Trombley
Logan Trombley, 0096858

EXHIBIT 1

TWINSBURG COMMUNITY IMPROVEMENT CORPORATION

Request for Qualifications

Developer/Partner for Central Area Redevelopment
Twinsburg, Ohio

Overview

The City of Twinsburg is in the process of updating its Comprehensive Plan and identifying opportunities for community improvement. Planning efforts are focusing on central area redevelopment. A very conceptual plan has been proposed and is included for your reference as to our intent. The central area of Twinsburg is a highly accessible area framed by a full access interchange on the west at E. Aurora Road (S.R. 82) and I-480, by bridges over Tinkers Creek at the north and east, and by a full access interchange at Darrow Road (S.R. 91) and I-480 on the south. The focal point of this area is a New England style town square. The City's plan will provide the focus for redevelopment efforts to be undertaken by a recently formed Twinsburg Community Improvement Corporation (TCIC).

The TCIC is seeking to establish a relationship with a qualified developer who will help the TCIC identify opportunities to leverage public resources in a redevelopment effort focused on the creation of a mixed-use, vibrant, destination oriented location. The TCIC is seeking a developer who can demonstrate the financial and organizational capacity to achieve successful re-development. Working with the Twinsburg Community Improvement Corporation, our developer/partner will provide market awareness and guidance to help the TCIC implement a program of redevelopment and investment.

The TCIC will select a development partner, with whom a development agreement shall be created. Selection of the development partner will be based on information solicited in this request for qualifications and subsequent developer interviews by a selection committee. The selection committee shall be composed of the Board of Trustees of the Twinsburg Community Improvement Corporation.

The development agreement will outline a policy plan, development intent, responsibilities and desired outcomes. The policy plan portion of this agreement will be based on the developer's knowledge and experience with the regional real estate market. It will set forth general goals for development including target markets, types of potential uses, job creation goals, and types of public support anticipated. The development agreement will run for a period of time to be negotiated between the developer and the TCIC based on the developer's input and own anticipated investment.

Subsequent Selection Process

The selection committee will review all statements of interest and qualification materials received relative to company history, experience and financial capability. Those respondents indicating acceptable history and financial capability will be asked to participate in an interview process where they may more fully describe their capabilities and vision for the properties. The TCIC will provide additional information on the contractual relationship proposed, the desired operational responsibilities and other details of the partnership arrangement. This proposal will be constructed with consideration of any questions and concerns expressed by all respondents in the statement of interest and qualifications phase. It is anticipated that the selection process will take about four weeks. The TCIC and the preferred partner will negotiate the details of a development agreement contract.

Qualifications and Experience Response

Persons and firms wishing to partner with the TCIC in this exciting opportunity should provide qualifications and experience information as described herein. The TCIC will promptly pursue the selection of a partner through a qualifications and negotiated proposal process.

To be considered, respondents should provide the following information:

1. Description of the company including the following:
    - Company Name
    - Form of company organization (REIT, Corp., etc.)
    - Names of owners
    - Years in operation.
    - Statement of financial capability
2. Examples of successful mixed-use development projects with descriptions of company involvement and responsibilities.
    - Names of at least three municipal or institutional clients for references.
3. Indication of financial capability.
    - Demonstrated knowledge of real estate development finance.
    - Demonstrated ability to finance, cause construction and build-out of improvements for commercial and/or mixed-use projects.
    - Letters of credit, company balance sheets or other documents demonstrating financial capability.
4. An indication of any concerns or conditions for participation.

Submission Process

Respondents will provide five copies of your responses in a sealed envelope by the submission deadline. Responses should be organized into four distinct sections as indicated in the preceding section.

Deadline to Reply

The TCIC will accept submissions for this project any time prior to the close of business (4:30 pm) on Friday, December 6, 2013. Qualifications will be considered only if they address each of the response content items outlined above.

Responses should be mailed or delivered by the deadline to the following:

Attention: Mr. Larry Finch
Twinsburg Community Improvement Corporation
10075 Ravenna Road
Twinsburg, Ohio 44087

Phone: 330-963-6154
Email: lfinch@twinsburg.oh.us

EXHIBIT
2

TWINSBURG
COMMUNITY IMPROVEMENT CORPORATION

June 27, 2014

Randy Ruttenberg
Fairmount Properties LLC
1138 West 9th Street, 2nd Floor
Cleveland, Ohio 44113

Re: "Old School" Development – Twinsburg, Ohio

Dear Randy:

I am pleased to propose that Fairmount Properties LLC ("FP") enter into this non-binding letter of intent (the "Letter of Intent") with the Twinsburg Community Improvement Corporation (the "TCIC") for the redevelopment of the property known as the "Old School" and surrounding properties (the "Project").

1. Description of the Project:

For the purposes of this Letter of Intent, "The Project" is defined as the planning, design and redevelopment of a portion of central Twinsburg. "The Project Area" is defined as any and all properties as can be acquired or contractually involved and which are located within the area lying south of E. Aurora Road (S.R. 82), east of Darrow Road (S.R. 91), north of Creekside Drive, and west of Tinkers Creek.

Conceptual plans for the redevelopment of the Old School and surrounding properties (the "Conceptual Plans") have been prepared by the City and these plans are supported by the City's Planning Commission and have been adopted by City Council as part of the 2014 Comprehensive Plan Update. FP agrees to obtain urban design services necessary to refine the Conceptual Plans at its sole cost after it has identified all properties which will be included in the redevelopment effort. In refining the Conceptual Plans, FP will consider goals and objectives of the City's Comprehensive Plan and will solicit and consider ideas, concerns and preferences of the TCIC, City administration, area businesses and the general public. Ideas, concerns and preferences will be discovered by the organization and implementation of a community engagement process that may include community surveys, news releases and other means. City administration and TCIC will participate in the process and assist FP as resources and capabilities allow. Findings arrived at from this community engagement process will be incorporated into site planning efforts in order to reflect a physical plan that is capable of eliciting public support.

FP shall be responsible for all phases of the redevelopment, including but not limited to plans and specifications; all zoning and land use approvals, including building permits and certificates of occupancy; leases, subleases, financing and property management.

2. **Definitive Documents:**

The TCIC Board will prepare drafts of the following definitive documents following execution of this Letter of Intent:

a. Purchase and Sale Agreement

The TCIC agrees to sell all or any portion of any property which it may own or gain control of within the Project Area to FP for a price to be determined by the parties.

b. Development Agreement

The parties will enter into a Development Agreement which will contain key terms regarding planning and design; land use and zoning; financing; public incentives and construction. The Development Agreement will also set forth the roles and responsibilities of FP and the TCIC relative to the Project.

3. **Incentive for Collateral Development:**

FP will use his best efforts to include as many adjacent properties in the redevelopment effort as possible and particularly the properties at, and near, the southeast corner of the intersection of S.R. 82 and S.R. 91 (Chase Bank and Gentile properties). In order to provide an incentive to achieve the greatest possible redevelopment area, the TCIC may provide financial incentives as may be agreed to by both parties.

4. **Public Communications by the Parties:**

FP will coordinate on a prior basis all written and oral public statements and presentations regarding the Project through the TCIC.

5. **Brokerage:**

Each party will indemnify the other for any claims arising from this transaction made by any third party claiming through the respective party.

6. **Confidentiality:**

All parties agree that the terms of this Letter of Intent and the definitive documents shall be confidential.

7. **Non-Binding Provisions:**

This Letter of Intent outlines some of the major terms and conditions under which the TCIC proposes to engage the services of FP to redevelop the Project. Except as set forth in Sections 4, 6 and 9, this Letter of Intent does not constitute and shall not give rise to any legally binding obligation on the part of any of the parties. The consummation of the transaction and the performance of the activities described herein, shall be subject to the terms of a Purchase and Sale Agreement and Development Agreement (the "Definitive Documents") containing all the essential terms and conditions of this transaction, including, but not limited to, the terms and conditions set forth in this Letter of Intent. This Letter of Intent does not purport to include all of the essential terms of this transaction and, accordingly, except as set forth herein, unless and until the Definitive Documents have been executed and delivered by both parties, this Letter of Intent shall impose no legal obligation of any kind upon the parties. For the avoidance of doubt, we expressly agree and acknowledge that the parties shall have no liability arising out of this Letter of Intent or the transactions contemplated thereby under any theory of liability, including without limitation, contract, tort, warranty, obligation to negotiate in good faith, detrimental reliance, promissory estoppel or any similar legal theory, and the parties shall have no obligation or liability to any person or entity for any expenses, cost or liabilities incurred by any of them arising out of this Letter of Intent or the transactions contemplated thereby.

8. **FP's Due Diligence:**

Upon execution of this Letter of Intent and during the pendency of negotiations of the Definitive Documents, FP will arrange to gain access to various properties including those owned by the City or the TCIC for purposes of due diligence relating to environmental, geotechnical and other studies. FP will have completed all of its due diligence within one hundred eighty (180) days of the execution of this Letter of Intent. FP shall provide the TCIC with copies of all of FP's due diligence materials, and shall conduct monthly status meetings ("Status Meetings") with the TCIC (or at other regular intervals as the TCIC may require) apprising the TCIC of FP's progress with the Project including the financing thereof.

9. **Exclusivity:**

Upon execution of this Letter of Intent and during the pendency of negotiations, the TCIC shall not market any property within the development area nor entertain any discussions with any third party developer regarding the development, lease or sale of the Project or any part thereof. If either of the parties, in their respective sole discretion, determines that (i) the Project is not feasible, (ii) the terms of the Definitive Documents are not likely to be acceptable, (iii) the financing of the Project does not appear to be available or satisfactory, or (iv) such party declines to proceed with the Project for any other reason or no reason at all, then neither party shall have any liability to the other except that FP shall provide the TCIC with copies of all due diligence, studies, reports, analyses, surveys, renderings, plans, specifications, contracts, and the like in its possession or control relating to the Project and the TCIC will agree to reimburse FP up to 50% of the cost of such due diligence in an amount not to exceed $25,000.

If the above terms and conditions are acceptable, kindly sign the enclosed copy of this Letter of Intent where indicated and return it to the undersigned's attention. We will then instruct our attorneys to begin preparation of the Definitive Documents, which the parties will negotiate in good faith while FP conducts its due diligence.

Very truly yours,

Larry E. Finch

Larry E. Finch, AICP
Executive Director
Twinsburg Community Improvement Corporation

<u>ACKNOWLEDGED AND AGREED</u>:

Fairmount Properties LLC,
(an Ohio limited liability company)

By: Randy Ruttenberg
Randy Ruttenberg, Member

EXHIBIT
3

COOPERATIVE DEVELOPMENT AGREEMENT

THIS COOPERATIVE AGREEMENT (the "Agreement") made and entered into with an effective date as of April __, 2014, by and between **FAIRMOUNT PROPERTIES** (the "Developer/Partner"), and the **TWINSBURG COMMUNITY IMPROVEMENT CORPORATION** (TCIC) and the **CITY OF TWINSBURG** a municipal corporation (the "City"). "Mayor" as referred to herein shall mean the Mayor of the City; "Council" as referred to herein shall mean the Council of the City; The Board shall mean the Board of Trustees of the Twinsburg Community Improvement Corporation; and, "City Engineer" referred to herein shall mean the Engineer of the City.

WITNESSETH:

WHEREAS, the City owns property known as the "Old School", and,

WHEREAS, the Old School property has become excess to the City's basic governmental needs; and,

WHEREAS, Old School property occupies valuable land within the City's central business district and is surrounded by under-developed property; and,

WHEREAS, redevelopment of the Old School property will be a catalyst encouraging more intense development of surrounding properties; and,

WHEREAS, conceptual plans for the redevelopment of the Old School and surrounding properties have been prepared by the City and these plans are supported by the City's Planning Commission and have been adopted by the Twinsburg City Council as part of the 2014 Comprehensive Plan Update; and,

WHEREAS, the central area of Twinsburg suffers from a lack of new investment and declining property conditions; and,

WHEREAS, it is the best interests of the general public and area businesses to encourage and stimulate investment and new development in the central area which will provide new jobs, housing diversity, increased prosperity, as well as, increases in property and income tax revenues; and,

WHEREAS, the Twinsburg Community Improvement Corporation (TCIC), a non-profit entity, has been formed with the support of the City of Twinsburg for the purposes of implementing redevelopment of specific portions of the central area; and,

WHEREAS, the TCIC has selected Fairmount Properties to be their developer/partner, after a qualifications and experience based selection process, to assist them in projects requiring land development expertise.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, the Owner and the City agree as follows:

1. **Refinement of the Area Plan**. The Developer/Partner agrees to obtain urban design services necessary to refine the general plan of development at his costs after he has identified all properties which will be included in the redevelopment effort. The redevelopment area will include as many properties as can be acquired or contractually involved and which are located within the area lying south of E. Aurora Road (S.R. 82), east of Darrow Road (S.R. 91), north of Creekside Drive, and west of Tinkers Creek. In refining the general development plan, the Developer/Partner will consider goals and objectives of the City's Comprehensive Plan and will solicit and consider ideas, concerns and preferences of the TCIC, City administration, area businesses and the general public. Ideas, concerns and preferences will be discovered by the organization and implementation of a community engagement process that may include community surveys, charette sessions, news releases and other means. The City administration and TCIC will participate in the process and assist the Developer/Partner as resources and capabilities allow. Findings arrived at from this community engagement process will be incorporated into site planning efforts in order to reflect a physical plan that is capable of eliciting public support.

2. **"Old School" Property Sale.** The City of Twinsburg agrees to sell a portion of property known as the "Old School" to the Developer/Partner for a price to be determined by market appraisal of developable area, reduced by the costs that would be associated with asbestos mitigation and demolition. A market appraisal of land value will be conducted by an MAI Certified appraiser to establish market value of cleared and clean property. Costs for asbestos mitigation and demolition will be solicited from at least two companies with substantial experience in each area of service. To determine a sale price the value of a clean and cleared site, as determined by appraisal, will be reduced by the average amount of costs estimates for asbestos removal and structure demolition. The Developer/Partner agrees to pay the City of Twinsburg the determined amount prior to their actual commencement of demolition. Should the City, TCIC and/or Developer/Partner be successful in securing grant funds to offset asbestos removal, demolition or site clearance costs, the sale price of the Old School property will be the appraised market value cost less any local match expense related to grant programs paid by the Developer/Partner.

3. **Incentive for Collateral Development.** The Developer/Partner will use his best efforts to include as many adjacent properties in the redevelopment effort as possible and particularly the properties at, and near, the southeast corner of the intersection of S.R. 82 and S.R. 91 (Chase Bank and Gentile properties). In order to provide an incentive to achieve the greatest possible redevelopment area, the City of Twinsburg will provide a financial incentive in the form of a reduced purchase price for the Old School property. For each property owner's land brought into the project the purchase price of the Old School will be reduced by $50,000. When referring to property

owner's land, this is meant to mean all individual area properties owned by the same individual. For example, the Gentile property is one parcel, while Mr. Brown owns five separate parcels. Each property owner's total land holdings would result in a $50,000 incentive price reduction of the Old School property. As there are five individual property owners, aside from the City, between S.R. 82 and Creekside Drive, a maximum incentive of $250,000 is possible.

4. **Design of Improvements.** The Developer Partner will assume the responsibility and costs of developing construction drawings for infrastructure and land improvements necessary to implement the refined General Development Plan resulting from the efforts described in Section 1 of this agreement.

5. **Financing of Land and Building Improvements.** The Developer/Partner will finance all land improvements to be constructed in implementing the General Development Plan except for public roadways, underground utilities constructed within roadway right-of-ways or utility easements, streetscape improvements, or improvements on public lands. Where these exceptions may occur, the Developer/Partner, and the City of Twinsburg may share costs of construction based on an assessment of benefit. Where the improvements only benefit land improvements to be used exclusively by the developer and their clients, the Developer/Partner shall assume the costs for improvements. Where improvements benefit the clients of the Developer/Partner and the general public, costs of improvements will be shared based on an assessment of proportional benefit. Where improvements will be used by the general public and where improvements will be owned by the City upon completion, costs of such improvements shall be paid by the City. Where the City shares or assumes improvement costs, those costs will be financed using the process of Tax Increment Financing.

6. **Design Costs.** The Owner shall be totally responsible for the costs of developing the Master Plan and shall also be responsible for costs associated with engineering, surveying and monumenting lots and constructing improvements in accordance with the approved Master Plan and/or any approved revisions thereto.

7. **Maintenance Improvements.** Upon completion of Improvements, costs for their maintenance shall be shared based on a similar proportionate share as identified in Section 5 – Financing of Land and Building Improvements. Prior to acceptance of any improvement to be dedicated for public use, a performance bond shall be provided by the Developer/Partner in keeping with the requirements of Section 1189.03(A)(4) of the Twinsburg Zoning and Development Regulations.

8. **Use Restrictions.** The Developer/Partner agrees and acknowledges that all land uses to be developed on the Property will be permitted and conditional uses for the C-5 Mixed Residence/Business District as listed in the City of Twinsburg Zoning and Development Regulations at Section 1148.10 and Chapter 1151 – Conditional Use Permit. The Developer/Partner further acknowledges that the City's and TCIC's goals for redevelopment include the provision of a pedestrian friendly, new urbanism style,

mixed use development which achieves a physical and visual relationship to the Twinsburg Square. Further, every attempt will be made to reduce parking in front of buildings and emphasize parking on interior roads and interior block areas, with limited on-street parking where mutually agreed to as part of the General Development Plan approval process.

9. **Responsiblities of the City.**

(a) The City of Twinsburg will used its best efforts to secure mutually agreeable financial assistance including grants and loans from Federal, State and Foundation sources to offset costs associated with land acquisition, land improvement or other purposes.

(b) The City of Twinsburg will provide prompt reviews of site plans, construction drawings, and will provide construction inspection as needed.

(c) The City of Twinsburg agrees to forego Planning Commission site plan review and zoning permit fees associated with project approval processes. Plan reviews for buildings to be constructed will be billed through the normal process as will other construction related permits and fees.

(d) The City agrees to provide a financial incentive to encourage the Developer/Partner to achieve the maximum possible involvement of adjacent properties in this development effort. This incentive will include reductions in the purchase price of the City's Old School property as described in Paragraph 3; joint financing of the costs of various site improvement that will be accessed or used by the general public as described in Paragraph 5 and Paragraph 9; cooperating with the TCIC and Developer/Partner in the application for grant and loan funds to benefit project implementation as described in Paragraph 10; and cooperating with the TCIC and Developer/Partner in community engagement activities including making City facilities available for meetings, providing timely releases on the City's website, and providing regular progress updates on the City's social media sites.

(e) The City will use its best efforts to engage resources at the State and Federal level to explore opportunities related to the relocation of the U.S. Post Office at the corner of Darrow Road and Creekside Drive for the purposes of incorporating that property into the redevelopment effort.

(f) The City agrees to provide maps, reports, digital data and other resources to the extent it is reasonably available to the Developer/Partner, his consultants or designees where such information will be used to advance planning and design of proposed project related improvements.

(g) If Tax Increment Financing is provided to finance construction of plan elements, the City of Twinsburg will secure appropriate bond counsel services and will include elements of costs associated with TIF bond financing into the bond issue to be repaid, along with construction costs and interest, by annual payments in lieu of property taxes. The amount and terms of TIF bond financing will be negotiated at the time such costs have been adequately identified.

10. **Responsiblities of the TCIC**.

(a) The TCIC will work with the Developer/Partner to assist them in community engagement activities, and in presentation of plans at Planning Commission, Board of Architectural Review, City Council and other required public meetings.

(b) The TCIC will provide community engagement services including organizing meetings with area business owners, organize charette planning sessions with the Developer/Partner and public, establishing public media opportunities, and conduct public opinion surveys at various points throughout the planning and development process to gauge public concerns and opinions. The TCIC will convey information gained to the Developer/Partner and will work with them to resolve perceived problems and communicate project progress.

(c) The TCIC will prepare and submit applications to the JobsOhio Revitalization Program on behalf of the Developer/Partner and City of Twinsburg for grant and/or loan funds related to asbestos mitigation and demolition of the former Old School structure. The TCIC will use project benefit information related to job creation and total investment provided by the Developer/Partner in the preparation of the application. If the application is successful in securing grant funds for a portion of asbestos and demolition costs, any required matching funds and/or remaining costs shall be paid by the Developer/Partner.

11. **Responsibilities of the Developer/Partner**.

(a) The Developer/Partner shall use best efforts to secure and involve as many adjacent properties as possible in this redevelopment effort.

(b) The Developer/Partner will negotiate purchase agreements, options, leases and similar commitments necessary to achieve project implementation.

(c) The Developer/Partner will enter into a purchase agreement with the City of Twinsburg for the purchase of portions of the Old School property as described in Paragraph 2 of this agreement. The Developer/Partner agrees that the costs for acquiring this property from the City will be determined in the manner described in Paragraph 2 and may be reduced by incentives described in Paragraph 3, or adjusted considering grants acquired and local shares paid as described in Paragraph 10(c).

(d) The Developer/Partner will secure urban design and engineering services required to refine the General Development Plan at his expense.

(e) The Developer/partner agrees that the process of project planning and design will include public engagement and information sharing in order to achieve public awareness, to promote the redevelopment effort, and to encourage public support of redevelopment.

(f) The Developer/Partner will cooperate with the City, and the TCIC in the preparation of grant and loan applications by providing project related information such as project timelines, estimated investment and timing of investment, anticipated housing costs, number of jobs anticipated to result from construction and project implementation, and other information helpful to financial assistance procurement efforts.

(g) The Developer/Partner will take full responsibility for construction costs and improvement financing except were cost sharing has been identified for such costs as described in Paragraph 5 and Paragraph 9(g).

12. **Notices**. Any notices or other communications hereunder shall be in writing and shall be personally delivered or sent by a nationally-recognized overnight courier or by first-class United States mail, postage prepaid, registered or certified return receipt requested, or by facsimile transmission to the following respective addresses or fax numbers:

To Owner:

City of Twinsburg
Katherine Procop, Mayor
10075 Ravenna Road
Twinsburg, Ohio 44087
E-Mail: KProcop@TWINSBURG.oh.us

To the TCIC:

Twinsburg Community Improvement Corporation
Larry E. Finch, Dir.
10075 Ravenna Road
Twinsburg, Ohio 44087
E-Mail: lfinch@twinsburg.oh.us

To the Development Partner :

Fairmount Properties
Randy Ruttenburg
1138 West 9th Street
Cleveland, Ohio 44113
rruttenburg@fairmountproperties.com

With copies to:

David Maistros, City Law Director
City of Twinsburg
City Hall
10075 Ravenna Road

Twinsburg, Ohio 44087
E-Mail: DMaistros@TWINSBURG.oh.us

A notice shall be deemed is given on the date it is personally delivered, sent by overnight courier, confirmed facsimile transmission or deposited with the United States mail for delivery as at aforesaid. A notice is received on the date it is personally delivered, the day after it is sent by overnight courier or facsimile transmission or, if sent by mail, as aforesaid, on the date noted on the return receipt.

13. **Severability Clause**. If any part, clause, provision or condition of this Agreement is held to be void, invalid, or inoperative, such part, clause, provision or condition will be severed and will not render invalid the remaining portions of this Agreement.

14. **Parties Bound**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. **Modification or Amendment**. This Agreement shall not be modified or amended except by a written instrument signed by the Developer/Partner, the Mayor (or other authorized representative of the City of Twinsburg), and the Executive Director of the TCIC.

16. **Counterpart Signatures**. This Agreement may be signed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above set forth.

[SIGNATURES ON NEXT PAGE]

Signed in the presence of

____
Print Name: ______________________________

____
Print Name: ______________________________

____
Print Name: ______________________________

____
Print Name: ______________________________

____
Print Name: ______________________________

____
Print Name: ______________________________

____
Print Name: ______________________________

____
Print Name: ______________________________

DEVELOPER/PARTNER:

By: Fairmount Properties

By:______________________________
Randy Ruttenburg, Principal

APPROVED BY CITY COUNCIL OF TWINSBURG , OHIO
Ordinance/Resolution No.______________
passed ________________, **20__:**

By:______________________________
Print Name: Shannon Collins
Title: Clerk of Council

ACCEPTANCE BY CITY:

CITY OF TWINSBURG, OHIO

By:______________________________
Katherine Procop, Mayor

APPROVED BY TWINSBURG COMMUNITY IMPROVEMENT CORPORATION
passed ________________, **20__:**
By:______________________________
Larry E. Finch, Ex. Dir.

APPROVED AS TO FORM:

By: ______________________________
David Maistros, Law Director of Twinsburg, Ohio

EXHIBIT

4

REAL ESTATE CONSULTATION/ REPRESENTATION SERVICES AGREEMENT

This Agreement is entered into this 3rd day of March, 2015, by and between the Twinsburg Community Improvement Corporation, ("Client"), and Cushman & Wakefield/CRESCO, LTD ("Broker").

REAL ESTATE CONSULTATION/ RIGHT TO REPRESENT

In consideration of the service to be rendered by Broker to Client, Client hereby grants to Broker an exclusive right to represent Client in the purchase of real property (the "Project"). Broker's sole fiduciary and loyalty shall be to the Client, unless otherwise agreed to in writing by both parties. This right to represent and the terms and conditions contained herein shall be limited to the Project as defined.

1. THE PROJECT

The term "Project" shall include all issues relating to investigating the acquisition of the real property (hereinafter, the "Property" or collectively, the "Properties," (as more fully defined in the attached Exhibit A) as it relates to Client's objective to option or acquire the land in Twinsburg which meets the parameters Client has shared with us.

2. NO OBLIGATION TO PURCHASE OR LEASE

Client shall be under no obligation to purchase or otherwise develop the Properties or any other property submitted to Client by Broker.

3. SCOPE OF SERVICES

Broker will provide consulting/representation services with regular input from Client including but not limited to:

* Developing a Schedule to meet Clients objectives
* Developing a Letter of Intent to meet Clients objectives
* Presenting and negotiating Letter of Intent with owners of the Properties
* Summarizing responses from Property owners
* Developing legally binding documents based on responses+
* Negotiating and finalizing binding documents with owners of Properties+
* Summarizing final offering with client based on cooperation from Properties owners
* Determining best case development scenario based on Properties owner's cooperation
* Developing and implementing a strategic marketing campaign to attract developers to the Project
* Summarize developer interest with Client
* Determine best developer(s) to proceed with based on meeting of Clients objectives

+ It is assumed that Client will engage the services of legal counsel for the preparation of legal documents, and Client will be responsible for the cost of any services provided by any third party engaged by Client.
It is understood that Broker shall have no authority to commit or obligate Client with respect to the acquisition of any property.

4. **COMPENSATION**

Client agrees to pay Broker a consulting fee equal to One Thousand Five Hundred Dollars ($1,500.00) per month.

In addition to monthly consulting fees, Broker shall be paid brokerage fees by the owners of the Properties from escrow upon transfer of title as follows:

Not to exceed 10% of Land Cost or as agreed to between each property owner and Broker. Broker fees may be subject to sharing with a brokerage firm representing the ownership of the Properties.

5. **TERM: TERMINATION**

A. The term of this Agreement shall be for six (6) months with six (6) month extensions from effective date hereof and shall be renewed automatically on the same terms and conditions for successive six (6) month periods unless sooner termination as provided for herein below.

1. By Client, if Broker does not fulfill its obligations as set forth at any time during the term hereof, by giving ninety (90) days written notice, or

2. By Client, if Project is canceled or postponed for period of one (1) year or longer.

B. In the event that this Agreement is terminated by Client as provided for in Paragraph 5. A (1,2) above, for a period of twelve (12) months thereafter, Client agrees that with respect to any purchase opportunity brought to its attention by Broker, Client will cooperate with Broker and will support its efforts to obtain commissions or finder's fees from a third party, should Client or its assignee purchase such property.

6. **BEST EFFORTS**

Broker agrees to continue its representation of Client using its best effort to serve Client's needs in connection with the Project. Each month Broker shall submit a written report to Client detailing Broker's activities.

7. **CLIENT/CRESCO LTD'S RESPONSIBILITIES**

Client, concurrently with the execution of this Agreement, will deliver to Broker all material relative to current or previous efforts by Client in connection with the Project. Broker will review said material and inform Client if Broker considers Client has any obligations or commitments to others in respect to the Project. If there is such an obligation or commitment, Client and Broker agree to exempt such properties from this agreement.

Client agrees to inform all employees of Client, Seller/Lessors and other brokers previously involved in the Project, or those who make any inquiry about the Project, of Broker's appointment as Client's sole and exclusive consultant/representative and to refer all parties, correspondence, offers, inquiries, etc. to Broker.

8. ENTIRE AGREEMENT

This Agreement contains the entire agreement between Client and Broker concerning the purchase of any real property in connection with the Project and correctly sets forth each party's rights and duties to each other concerning matters as of this date.

9. NOTICES

Any notice, request, instruction or other document given hereunder by any party hereto to another shall be in writing and shall be delivered personally or sent registered or certified mail, electronic mail, return receipt requested, U.S. postage prepaid addressed as follows:

If to Client:

Larry E. Finch, Ex. Dir.
Twinsburg Community Improvement Corporation
9833 Ravenna Road
Twinsburg, Ohio 44087
Phone: 330-963-6154
Email: lfinch@twinsburgcic.com

If to CRESCO:

Matthew E. Beesley
CRESCO LTD.
3 Summit Park Drive, Suite 200
Independence, Ohio 44131
Phone: (216) 525-1466
Fax: (216) 520-1828
Email: mbeesley@crescorealestate.com

11. GOVERNING LAW

This Agreement is governed by the laws of the State of Ohio as to interpretation, construction and performance.

12. ASSIGNMENT

Client may, in its sole discretion, assign this Agreement, in whole or in part, to any parent, affiliate, successor, or subsidiary entity. Broker may not assign this Agreement without prior written consent of Client.

IN WITNESS WHEREOF, this Agreement is made and entered into as of the date and year first set forth above.

CLIENT

By: ______________________________

Its: Executive Director

BROKER

By: ______________________________

Its: Principal

EXHIBIT
5

CUSHMAN & WAKEFIELD®

CRESCO Real Estate
INDEPENDENTLY OWNED AND OPERATED

eland Office
, Suite 200
Cleveland, Ohio 44131
216.520.1200 • Fax 216.520.1828
www.crescorealestate.com

Response from Brown
no [illegible]

August 19, 2015

Mr. Regis Brown
Twinsburg Properties, LLC
8963 Darrow
Twinsburg, OH 44087

RE: Letter of Intent for Purchase and Sale of certain real property consisting of approximately 235,224 SF or 5.87 acres of real property, with a PPN of 6401766 together with all tenements, hereditaments, and appurtenances thereto, and all improvements situated thereon (collectively, the "Property")

Dear Mr. Brown,

This letter will confirm the intention of The Twinsburg Community Improvement Corporation or its nominee ("Buyer") to purchase the Property from Twinsburg Properties, LLC ("Seller"). The principal terms of the Buyer's acquisition of the Property from Seller shall be as follows:

Purchase Price: Two Million Five Hundred Thousand Dollars ($2,500,000) less only prorated real estate taxes.

Earnest Money: Two Thousand Five Hundred Dollars ($2,500.00) non refundable payable to Seller at the time of the execution of the final definitive Purchase and Sale Agreement. If Buyer wants to extend the due diligence period beyond 180 days after execution of the agreement Buyer shall pay Seller Ten Thousand Dollars ($10,000.00) for the privilege of extending the due diligence period for an additional 180 days (Renewal Period). If Buyer wants to extend the due diligence period beyond the Renewal Period Buyer may extend the due diligence period for an additional 180 days by paying Seller Ten Thousand Dollars ($10,000.00) for the privilege of extending the due diligence period for an additional 180 days. All payments are non refundable but shall be applied to the purchase price if the transaction closes.

Due Diligence Documents: Within five (5) business days after the full execution of a definitive Purchase and Sale Agreement, Seller shall deliver to Buyer copies of any of the documents set forth on Schedule 1 attached hereto and incorporated herein that are in Seller's possession (the "Due Diligence Documents"). In no event is Seller required to expend any funds to obtain any such documents. If a final definitive Purchase and Sale Agreement is not concluded between the parties the Due Diligence Documents shall be returned to Seller and Buyer shall not retain copies of any such documents.

Due Diligence Period: Buyer shall have one hundred eighty (180) days from Buyer's receipt of the Due Diligence Documents (the "Initial Due Diligence Period") to complete its due diligence, including but not limited to structure, environmental, engineering, soil borings and geotechnical analysis, surveys, zoning, financing, development plan approval and title review and any other due diligence Buyer deems necessary. All costs incurred by Buyer for inspections shall be the sole responsibility of the Buyer. It is further understood that, in the event Buyer terminates this transaction, Buyer will furnish Seller with all written tests, plans and inspection reports in connection with the Property.

If Buyer requires additional time to complete the inspection of the Property Seller agrees to grant Buyer two successive additional periods of one hundred eighty days each (180) days (the "Extended Inspection Period") to complete Buyer's inspection; provided, however that (i) Buyer shall provide written request for such Extended Inspection Period prior to the expiration of the Initial Inspection Period; and, (ii) Buyer shall make the additional payments to Seller as provided above with the written request to extend the due diligence period.

Contingencies: Buyer's obligations to close shall be conditioned upon the satisfaction, in the Buyer's sole discretion, of the following conditions prior to the expiration of the Due Diligence Periods: (i) Buyer determining that the Property and all due diligence investigations are satisfactory to Buyer, including, but not limited to infrastructure, utilities, soil, environmental and wetland analysis, survey and title examination and/or any other due diligence deemed necessary by Buyer in its sole discretion;

Closing: "Closing" shall occur no later than thirty (30) days after the expiration of the Due Diligence or Extended Due Diligence Periods.

Closing Costs: Seller shall bear the following fees and expenses incurred in connection with the Closing: None, other than prorated taxes.

Buyer shall bear all closing costs beyond those that are the responsibility of Seller.

Broker: Bill Saltzman of Cushman & Wakefield/Cresco Real Estate, acting solely as a representative of Buyer ("Buyer's Broker is the only broker in this transaction and neither the Seller nor the Buyer has engaged any other broker, agent or finder in connection with this transaction. Buyer will be responsible for the payment of the brokerage commission fee which shall be ten percent (10%) of the purchase price and such fee shall be paid in full upon closing.

Definitive Agreement: Within five (5) business days after the full execution of this letter, Buyer shall provide Seller with an initial draft of the purchase and sale agreement which the parties shall, in good faith, negotiate. If the parties are unable to enter into a final definitive Purchase and Sale Agreement within 60 days after the execution of this letter of intent either party may terminate the negotiations, in which case neither party shall have any further responsibility or liability to the other.

Confidential: The parties will keep the terms and conditions of this letter of intent, the facts of its existence and all transactions contemplated hereby, and the content of the Due Diligence Documents in confidence and shall cooperate with each other regarding all press releases and public statements concerning this transaction. Nothing set forth herein shall prevent either party from disclosing information to its professional advisors, board of directors and partners, provided they agree to be bound by the confidentiality set forth herein.

No Shop: In the event this Letter of Intent is accepted and executed by and between the parties, until the negotiations are terminated after 60 days from the date of this letter, neither Seller nor any officer, affiliate or representative thereof shall, directly or indirectly, solicit, encourage, initiate or engage in discussions or negotiations with, or respond to requests for information, inquiries or other communications from, any person other than Seller and Buyer concerning the fact of, or the terms and conditions of this letter or concerning any acquisition of the Property. If a final definitive Purchase and Sale Agreement is reached then so long as the agreement is

in effect neither Seller nor any officer, affiliate or representative thereof shall, directly or indirectly, solicit, encourage, initiate or engage in discussions or negotiations with, or respond to requests for information, inquiries or other communications from, any person other than Buyer concerning any acquisition of the Property.

Expiration of Offer: **This offer shall expire on Friday, August 21, 2015 at 5:00 pm EDT.**

Except for the parties' Confidentiality and No Shop clauses set forth above, this proposal is not, and is not intended to be, legally binding. If this proposal is acceptable to Seller, the parties shall proceed promptly toward negotiation and execution of the definitive Purchase and Sale Agreement. Except as otherwise set forth herein, only such definitive agreement shall legally bind Buyer and Seller in connection with the transaction contemplated herein.

Please communicate your acceptance of our proposal by signing below and returning one (1) copy to the undersigned. This proposal may be executed by facsimile, or electronic mail (and shall be binding, to the extent provided herein, on all parties) with original copy to follow by first class mail or express delivery within two (2) business days.

Sincerely,

Cushman and Wakefield/Cresco Ltd.

William D. Saltzman, SIOR, CCIM
Executive Vice President

Agreed and Accepted:

By: ____________________________
Seller-

Date: _________________________

By: ____________________________
Buyer-

Date: _________________________

Schedule 1

Due Diligence Documents

Within five (5) days after the full execution of a definitive purchase and sale agreement, Seller shall deliver to Buyer copies of:

1. Any existing title policy and survey.

2. All zoning, wetlands, environmental, structural, mechanical and/or geological site assessments and/or reports.

3. Property tax statements.

4. Utility account numbers and vendors.

5. Lease Agreements, if any

6. Operating Expense information for the past three (3) years

7. Any other documents and/or reports concerning the Property in the possession or control of Seller.

in effect neither Seller nor any officer, affiliate or representative thereof shall, directly or indirectly, solicit, encourage, initiate or engage in discussions or negotiations with, or respond to requests for information, inquiries or other communications from, any person other than Buyer concerning any acquisition of the Property.

Expiration of Offer: **This offer shall expire on Friday, August 21, 2015 at 5:00 pm EDT.**

Except for the parties' Confidentiality and No Shop clauses set forth above, this proposal is not, and is not intended to be, legally binding. If this proposal is acceptable to Seller, the parties shall proceed promptly toward negotiation and execution of the definitive Purchase and Sale Agreement. Except as otherwise set forth herein, only such definitive agreement shall legally bind Buyer and Seller in connection with the transaction contemplated herein

Please communicate your acceptance of our proposal by signing below and returning one (1) copy to the undersigned. This proposal may be executed by facsimile, or electronic mail (and shall be binding, to the extent provided herein, on all parties) with original copy to follow by first class mail or express delivery within two (2) business days.

Sincerely,

Cushman and Wakefield/Cresco Ltd.

William D. Saltzman, SIOR, CCIM
Executive Vice President

Agreed and Accepted:

By: ______________________
Seller-

Date: 8-17-2015

By: ______________________
Buyer-

Date: ______________________

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October 19, 2015

Mr. Regis Brown
Twinsburg Properties, LLC
8963 Darrow
Twinsburg, OH 44087

RE: Letter of Intent for Purchase and Sale of certain real property consisting of approximately 235,224 SF or 5.87 acres of real property, with a PPN of 6401766 together with all tenements, hereditaments, and appurtenances thereto, and all improvements situated thereon (collectively, the "Property")

Dear Mr. Brown,

This letter will confirm the intention of The Twinsburg Community Improvement Corporation or its nominee ("Buyer") to purchase the Property from Twinsburg Properties, LLC ("Seller"). The principal terms of the Buyer's acquisition of the Property from Seller shall be as follows:

Purchase Price: Two Million Five Hundred Thousand Dollars ($2,500,000) less only prorated real estate taxes.

Earnest Money: Two Thousand Five Hundred Dollars ($2,500.00) non refundable payable to Seller at the time of the execution of the final definitive Purchase and Sale Agreement. If Buyer wants to extend the due diligence period beyond 180 days after execution of the agreement Buyer shall pay Seller Ten Thousand Dollars ($10,000.00) for the privilege of extending the due diligence period for an additional 180 days (Renewal Period). If Buyer wants to extend the due diligence period beyond the Renewal Period Buyer may extend the due diligence period for an additional 180 days by paying Seller Ten Thousand Dollars ($10,000.00) for the privilege of extending the due diligence period for an additional 180 days. All payments are non refundable but shall be applied to the purchase price if the transaction closes.

Due Diligence Documents: Within five (5) business days after the full execution of a definitive Purchase and Sale Agreement, Seller shall deliver to Buyer copies of any of the documents set forth on Schedule 1 attached hereto and incorporated herein that are in Seller's possession (the "Due Diligence Documents"). In no event is Seller required to expend any funds to obtain any such documents. If a final definitive Purchase and Sale Agreement is not concluded between the parties the Due Diligence Documents shall be returned to Seller and Buyer shall not retain copies of any such documents.

Due Diligence Period: Buyer shall have one hundred eighty (180) days from Buyer's receipt of the Due Diligence Documents (the "Initial Due Diligence Period") to complete its due diligence, including but not limited to structure, environmental, engineering, soil borings and geotechnical analysis, surveys, zoning, financing, development plan approval and title review and any other due diligence Buyer deems necessary. All costs incurred by Buyer for inspections shall be the sole responsibility of the Buyer. It is further understood that, in the event Buyer terminates this transaction, Buyer will furnish Seller with all written tests, plans and inspection reports in connection with the Property.

If Buyer requires additional time to complete the inspection of the Property Seller agrees to grant Buyer two successive additional periods of one hundred eighty days each (180) days (the "Extended Inspection Period") to complete Buyer's inspection; provided, however that (i) Buyer shall provide written request for such Extended Inspection Period prior to the expiration of the Initial Inspection Period; and, (ii) Buyer shall make the additional payments to Seller as provided above with the written request to extend the due diligence period.

<u>Contingencies</u>:	Buyer's obligations to close shall be conditioned upon the satisfaction, in the Buyer's sole discretion, of the following conditions prior to the expiration of the Due Diligence Periods: (i) Buyer determining that the Property and all due diligence investigations are satisfactory to Buyer, including, but not limited to infrastructure, utilities, soil, environmental and wetland analysis, survey and title examination and/or any other due diligence deemed necessary by Buyer in its sole discretion;
<u>Closing</u>:	"<u>Closing</u>" shall occur no later than thirty (30) days after the expiration of the Due Diligence or Extended Due Diligence Periods.
<u>Closing Costs</u>:	Seller shall bear the following fees and expenses incurred in connection with the Closing: None, other than prorated taxes. Buyer shall bear all closing costs beyond those that are the responsibility of Seller.
<u>Broker</u>:	Bill Saltzman of Cushman & Wakefield/Cresco Real Estate, acting solely as a representative of Buyer ("Buyer's Broker is the only broker in this transaction and neither the Seller nor the Buyer has engaged any other broker, agent or finder in connection with this transaction. Buyer will be responsible for the payment of the brokerage commission fee which shall be ten percent (10%) of the purchase price and such fee shall be paid in full upon closing.
<u>Definitive Agreement</u>:	Within five (5) business days after the full execution of this letter, Buyer shall provide Seller with an initial draft of the purchase and sale agreement which the parties shall, in good faith, negotiate. If the parties are unable to enter into a final definitive Purchase and Sale Agreement within 60 days after the execution of this letter of intent either party may terminate the negotiations, in which case neither party shall have any further responsibility or liability to the other.
<u>Confidential</u>:	The parties will keep the terms and conditions of this letter of intent, the facts of its existence and all transactions contemplated hereby, and the content of the Due Diligence Documents in confidence and shall cooperate with each other regarding all press releases and public statements concerning this transaction. Nothing set forth herein shall prevent either party from disclosing information to its professional advisors, board of directors and partners, provided they agree to be bound by the confidentiality set forth herein.
<u>No Shop</u>:	In the event this Letter of Intent is accepted and executed by and between the parties, until the negotiations are terminated after 60 days from the date of this letter, neither Seller nor any officer, affiliate or representative thereof shall, directly or indirectly, solicit, encourage, initiate or engage in discussions or negotiations with, or respond to requests for information, inquiries or other communications from, any person other than Seller and Buyer concerning the fact of, or the terms and conditions of this letter or concerning any acquisition of the Property. If a final definitive Purchase and Sale Agreement is reached then so long as the agreement is

in effect neither Seller nor any officer, affiliate or representative thereof shall, directly or indirectly, solicit, encourage, initiate or engage in discussions or negotiations with, or respond to requests for information, inquiries or other communications from, any person other than Buyer concerning any acquisition of the Property.

Expiration of Offer: **This offer shall expire on Friday, August 21, 2015 at 5:00 pm EDT.**

Except for the parties' Confidentiality and No Shop clauses set forth above, this proposal is not, and is not intended to be, legally binding. If this proposal is acceptable to Seller, the parties shall proceed promptly toward negotiation and execution of the definitive Purchase and Sale Agreement. Except as otherwise set forth herein, only such definitive agreement shall legally bind Buyer and Seller in connection with the transaction contemplated herein.

Please communicate your acceptance of our proposal by signing below and returning one (1) copy to the undersigned. This proposal may be executed by facsimile, or electronic mail (and shall be binding, to the extent provided herein, on all parties) with original copy to follow by first class mail or express delivery within two (2) business days.

Sincerely,

Cushman and Wakefield/Cresco Ltd.

William D. Saltzman, SIOR, CCIM
Executive Vice President

Agreed and Accepted:

By: ______________________________
Seller-

Date: ___________________________

By: ______________________________
Buyer-

Date: ___________________________

Schedule 1

Due Diligence Documents

Within five (5) days after the full execution of a definitive purchase and sale agreement, Seller shall deliver to Buyer copies of:

1. Any existing title policy and survey.
2. All zoning, wetlands, environmental, structural, mechanical and/or geological site assessments and/or reports.
3. Property tax statements.
4. Utility account numbers and vendors.
5. Lease Agreements, if any
6. Operating Expense information for the past three (3) years
7. Any other documents and/or reports concerning the Property in the possession or control of Seller.

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3 Summit Park Drive, Suite 200
Cleveland, Ohio 44131
216.520.1200 • Fax 216.520.1828
www.crescorealestate.com

October 7, 2015

Mr. Regis Brown
Twinsburg Properties, LLC
8963 Darrow
Twinsburg, OH 44087

RE: Letter of Intent for Purchase and Sale of certain real property consisting of approximately 235,224 SF or 5.4 acres of real property, with a PPN of 6401766 together with all tenements, hereditaments, and appurtenances thereto, and all improvements situated thereon (collectively, the "Property")

Dear Mr. Brown,

This letter will confirm the intention of The Twinsburg Community Improvement Corporation or its nominee ("Buyer") to purchase the Property from Twinsburg Properties, LLC ("Seller"). The principal terms of the Buyer's acquisition of the Property from Seller shall be as follows:

Purchase Price: ~~One Million Eight Hundred Ninety Thousand~~Two Million One Hundred Thousand Dollars ($~~1,890,000~~2,100,00) Dollars.

Earnest Money: An earnest money deposit in the amount of Five Thousand Dollars ($5,000) (the "Initial Earnest Money") shall be delivered to Chicago Title Insurance Company (who shall act as escrow agent in accordance with the terms of its standard escrow agreement) within five (5) business days of Buyer's receipt of a fully executed original of a mutually agreeable purchase and sale agreement memorializing the terms of this letter of intent. The Initial Earnest Money shall be fully-refundable to Buyer pursuant to the terms of the Purchase and Sale Agreement.

Due Diligence Documents: Within five (5) business days after the full execution of a definitive Purchase and Sale Agreement, Seller shall deliver to Buyer copies of documents set forth on Schedule 1 attached hereto and incorporated herein and any other reports concerning the Property in the possession or control of Seller (the "Due Diligence Documents").

Due Diligence Period: Buyer shall have three hundred sixty five (365) days from Buyer's receipt of the Due Diligence Documents (the "Initial Due Diligence Period") to complete its due diligence, including but not limited to structure, environmental, engineering, soil borings and geotechnical analysis, surveys, zoning, financing, development plan approval and title review and any other due diligence Buyer deems necessary. If, at the end of the Initial Due Diligence Period, Buyer elects to terminate the Purchase and Sale Agreement for any reason, or for no reason, the Initial Earnest Money will be returned to Buyer. All costs incurred by Buyer for inspections shall be the sole responsibility of the Buyer. It is further understood that, in the event Buyer terminates this transaction, Buyer will furnish Seller with all written tests, plans and inspection reports in connection with the Property.

If Buyer requires additional time to complete the inspection of the Property Seller agrees to grant Buyer two successive additional periods of one hundred eighty days each (180) days (the "Extended Inspection Period") to complete Buyer's inspection; provided, however that (i) Buyer shall provide written request for such Extended Inspection Period prior to the expiration of the Initial Inspection Period; and, (ii) Buyer shall deposit an additional $ ~~5~~10,000 (the "Additional Earnest Money") with Escrow Agent for such 180 day extension, which shall be added to the Initial Earnest Money and such Additional Earnest Money shall become subject to the terms and conditions of the Purchase and Sale Agreement The Initial Earnest Money and Additional Earnest Money shall be applied to the Purchase Price in full upon closing the transaction. Any Additional Earnest Money shall be non refundable.

Contingencies: Buyer's obligations to close shall be conditioned upon the satisfaction, in the Buyer's sole discretion, of the following conditions prior to the expiration of the Due Diligence Periods: (i) Buyer determining that the Property and all due diligence investigations are satisfactory to Buyer, including, but not limited to infrastructure, utilities, soil, environmental and wetland analysis, survey and title examination and/or any other due diligence deemed necessary by Buyer in its sole discretion;

Closing: "Closing" shall occur no later than thirty (30) days after the expiration of the Due Diligence or Extended Due Diligence Periods.

Closing Costs: Seller shall bear the following fees and expenses incurred in connection with the Closing: (i) preparation and recording of the deed, (ii) the cost of issuance of the title commitment, (iii) one-half (½) of the cost of issuance of the owners policy, (iv) any conveyance fees, documentary stamps or transfer taxes, and (v) one-half (½) of the escrow fee.

Buyer shall bear the following fees and expenses incurred in connection with the Closing: (i) one-half (½) of the cost of issuance of the owners policy, (ii) the cost of any special endorsements to the owners policy required by Buyer or Buyer's lender, (iii) the costs of recording any mortgage granted by Buyer, and (iv) one-half (½) of the escrow fee.

Broker: Bill Saltzman and Matt Beesley of Cushman & Wakefield/Cresco Real Estate, acting solely as a representative of Buyer ("Buyer's Broker is the only broker in this transaction and neither the Seller nor the Buyer has engaged any other broker, agent or finder in connection with this transaction. Seller will be responsible for the payment of the brokerage commission fee which shall be ~~ten~~ five percent (~~10~~5%) of the purchase price and such fee shall be paid in full upon closing of the transaction out of escrow.

Definitive Agreement: The parties shall utilize Buyer's standard form of purchase and sale agreement. Within five (5) business days after the full execution of this letter, Buyer shall provide Seller with an initial draft of the purchase and sale agreement which the parties shall, in good faith, negotiate. The purchase and sale agreement shall contain such usual terms, representations and warranties customary for such a real estate purchase and sale agreement with consideration given to this transaction being conducted by the Lender.

Confidential: The parties will keep the terms and conditions of this letter of intent, the facts of its existence and all transactions contemplated hereby in confidence and shall cooperate with each other regarding all press releases and public statements concerning this transaction. Nothing set forth herein shall prevent either party from disclosing information to its professional advisors, board of directors and partners, provided they agree to be bound by the confidentiality set forth herein.

No Shop: In the event this Letter of Intent is accepted and executed by and between the parties, until the Closing or termination of the purchase and sale agreement, neither Seller nor any officer, affiliate or representative thereof shall, directly or indirectly, solicit, encourage, initiate or engage in discussions or negotiations with, or respond to requests for information, inquiries or other communications from, any person other than Seller and Buyer concerning the fact of, or the terms and conditions of this letter or concerning any acquisition of the Property.

Expiration of Offer: **This offer shall expire on ~~Friday, August 21~~October 21, 2015 at 5:00 pm EDT.**

Except for the parties' Confidentiality and No Shop clauses set forth above, this proposal is not, and is not intended to be, legally binding. If this proposal is acceptable to Seller, the parties shall proceed promptly toward negotiation and execution of the definitive Purchase and Sale Agreement. Except as otherwise set forth herein, only such definitive agreement shall legally bind Buyer and Seller in connection with the transaction contemplated herein.

Please communicate your acceptance of our proposal by signing below and returning one (1) copy to the undersigned. This proposal may be executed by facsimile, or electronic mail (and shall be binding, to the extent provided herein, on all parties) with original copy to follow by first class mail or express delivery within two (2) business days.

Sincerely,

Cushman and Wakefield/Cresco Ltd.

~~William D. Saltzman, SIOR, CCIM~~
~~Executive Vice President~~Matthew E. Beesley SIOR
Principal

Agreed and Accepted:

By: ______________________
Seller-

Date: ______________________

By: ______________________
Buyer-

Date: ______________________

Schedule 1

Due Diligence Documents

Within five (5) days after the full execution of a definitive purchase and sale agreement, Seller shall deliver to Buyer copies of:

1. Any existing title policy and survey.
2. All zoning, wetlands, environmental, structural, mechanical and/or geological site assessments and/or reports.
3. Property tax statements.
4. Utility account numbers and vendors.
5. Lease Agreements, if any
6. Operating Expense information for the past three (3) years
7. Any other documents and/or reports concerning the Property in the possession or control of Seller.

EXHIBIT
6

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TWINSBURG COMMUNITY IMPROVEMENT CORPORATION AND TWINSBURG PROPERTIES, LLC TO FACILITATE THE SALE AND REDEVELOPMENT OF PROPERTIES OWNED BY EACH

Intent

Parties to this Memorandum of Understanding each own parcels of real estate in the southeast quadrant of the S.R. 91 / S.R. 82 intersection in central Twinsburg, Ohio. It is the mutual intent of all parties to actively pursue the sale of their lands to enable redevelopment of the entire area as a coordinated and planned mixed-use residential, office and commercial site. In order to enable site planning and subsequent land development as a single coordinated project, with appropriate infrastructure, land uses, and compatible aesthetics, the property owners wish to cooperate on aspects of marketing the land, and the sale or lease of their properties to the project as if it were a single parcel. This Memorandum of Understanding provides the asking price for real estate, and clarifies responsibilities related to marketing the property and the division of proceeds from property sale.

Properties and Ownership

The following properties will be included, either in whole or in part, in the project and are subject to the terms of this Memorandum:

PPN	Owner	Total Area	Est. Developable Area
6400187	City of Twinsburg	.07	.07
6400109	City of Twinsburg	5.00	2.80
6409549	Twinsburg Properties, LLC	3.10	2.70
6409551	Twinsburg Properties, LLC	.44	.44
6409550	Twinsburg Properties, LLC	1.37	1.20
6401766	Twinsburg Properties, LLC	.49	.49
6401516	Twinsburg C.I.C.	2.11	1.90
Total		12.58	9.60

Total land area subject to this Memorandum of Understanding is approximately 12.6 acres. The parties to this Memorandum accept that not all of the property is developable as a result of various impediments including sanitary sewer easements, flood hazard, and flowing waterway. The parties agree that lands that are not developable may be gifted to the City of Twinsburg, subject to the terms of this Memorandum.

The bank and real estate office properties located at the southeast corner of the E. Aurora Road/Darrow Road intersection and immediately adjacent to the project properties (see Attachment A), may be added to the project area by the Master Developer by their acquisition at a later date through their direct negotiation with the owners of those properties.

It is the intent of all parties to secure the sale of developable portions of the project property for improvement resulting in a coordinated and appropriate mixed-use project. This will require the selection of a developer experienced in such projects, with appropriate financial and design capabilities.

To facilitate the selection of a qualified and experienced Master Developer a qualifications and experience-based selection process will be implemented.

It is the intent of the parties to promote and enable development of the property as if it were a single property for development purposes. The property will be offered to the development community at a single price representing the total price for all property rights associated with the developable portions of land in the project area free of any liens or encumbrances.

To enable the sale of developable property to a developer the City may convey its interest in owned properties, or portions of those properties, to the Twinsburg Community Improvement Corporation, who has been designated as their economic development agent. It is anticipated that the developable property will be sold for a negotiated price as opposed to a bid price.

Approximately 9.6 acres of developable land will be available for project implementation. Approximately 3 acres of land are undevelopable and will not be sold for development, but will be conveyed to the City of Twinsburg for the purpose of creating a linear park and open space. This linear park and open space will enhance the value of the developable portion of the project area through its improvement with recreational trails, active and passive recreational facilities, and natural views, but will require additional investment on the part of the City and/or Master Developer.

Asking Price and Closing Requirements

Parties to this Memorandum agree that the entire developable portion of the property will be advertised at an asking price of $2,800,000. Purchase price and proceeds shall be divided as follows:

PPN	Owner	Est. Developable Area	Price
6400187	City of Twinsburg	.07	
6400109	City of Twinsburg	2.80	
		2.87 acres	$600,000
6409549	Twinsburg Properties, LLC	2.70	
6409551	Twinsburg Properties, LLC	.44	
6409550	Twinsburg Properties, LLC	1.20	
6401766	Twinsburg Properties, LLC	.49	
		4.83 acres	$1,800,000
6401516	Twinsburg C.I.C.	1.90 acres	$400,000
Total		9.6 acres	$2,800,000

This sales price will be a single lump sum cost to be proposed to the development community as the price to be paid for all land interests within the developable area, subject to such terms and conditions that are necessary to assure construction of improvements consistent with the goals and intent of a negotiated Development Agreement.

If prior to closing, the Twinsburg Community Improvement Corporation ("TCIC") is the titled owner of parcels 6400187 and 6400109, then upon closing the TCIC shall transfer $600,000 to the City of Twinsburg, and retain $400,000. In the event that it is necessary to negotiate a reduced sale price for the property, the reduction shall be shared proportionately to the acre area of developable land owned by each party.

Undevelopable Land

Undevelopable portions not included in the sale will be conveyed to the City of Twinsburg for no additional cost. A lot split survey and plat shall be prepared by the City of Twinsburg and processed through the City of Twinsburg Planning Commission by the City with no costs to Twinsburg Properties, LLC or to the Twinsburg Community Improvement Corporation. Should Twinsburg Properties LLC wish to receive a credit for donation of its undevelopable portion of its property to the City, the City will cause an appraisal of value to be performed for the purpose of defining the value of that credit.

It is the intent of the City to improve those undevelopable portions of the project area to function as a linear open space with recreational facilities that may ultimately provide access to central area points of interest, add value to the project, and enhance the quality of life for residents and visitors. It is contemplated that the improvement of these facilities and various other public improvements in the development area may be financed through tax increment financing, grants and developer contributions.

In all cases property will be made available to the project or community free of any liens or encumbrances.

Marketing and Promotion to the Development Community

City of Twinsburg and/or the TCIC will provide all services and costs associated with preparing marketing materials, advertising and selection of a master developer. It may be necessary to advertise the availability of the land and its costs to determine the level of interest on the part of the development community. The process may consist of advertising and promotion through various channels including periodicals, trade organizations and news releases. The City of Twinsburg and/or the TCIC will assume the costs and responsibility associated with these efforts.

Selection of Master Developer

It is the intent of the City and the TCIC to prepare a qualifications-based selection process that will enable the City and TCIC to consider related experience of the master developer, styles of projects completed, and their relationship to Twinsburg's built environment. The City and TCIC may require the submission of conceptual plans by potential developers illustrating their vision for the site based on their knowledge of market and site conditions.

Transfer of Property

Upon selection of a Master Developer the City and TCIC will execute a Development Agreement which will include terms and conditions to be met by the developer prior to any property transfer. Parties will jointly develop a purchase agreement with such terms and conditions necessary to secure their interests in keeping with a common project timeline and closing dates necessary to the project. Prior to, or concurrent with, execution of the Development Agreement, the City and other Parties will finalize the terms of donation of open space portions of the project area and coordinate these activities with timelines and closing dates associated with the Development Agreement.

Timeline

The following represents a proposed timeline associated with this Memorandum and its various components:

Tentative Project Timeline

Project Element	Completion Target Date
Formalize a partnership and land sale agreement	2/28/20
Prepare marketing / advertising materials	3/13/20
Developer selection checklist	3/20/20
Publish RFQ/Statement of Interest	3/30/20
Deadline for Statement of Interest / RFQ	5/13/20
Complete Evaluation of submittals	6/1/20
Select Master Developer	6/15/20
Execute Development Agreement*	6/29/20
Commence Project Design	7/27/20

*Timing of land sale to the developer will be clarified in the Developer Agreement along with terms and conditions required of the developer precedent to land sale.

Failure to Execute

If, after the execution and effective date of the Development Agreement, the Master Developer should fail to finalize an executable or acceptable plan for project implementation, the Parties to this Memorandum may pursue any remedies available through the terms and conditions of the Development Agreement and/or common law. Any rights or remedies the Parties to this agreement may have shall be governed by the subsequent Purchase Agreement and Development Agreement.

Signatures

By signing this Memorandum each of the Parties commits to work in good faith toward its implementation.

Twinsburg Community Improvement Corporation

By: Larry E. Finch
Larry E. Finch, Exec. Dir.

Date: 2/4/20

Twinsburg Properties, LLC

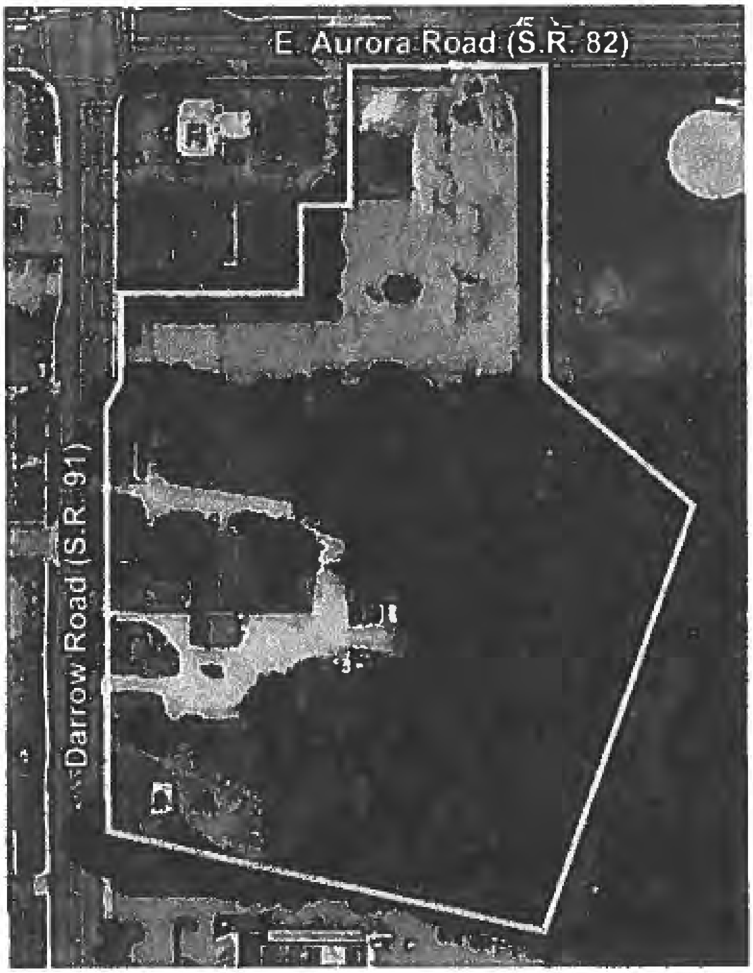
By: ______________________
Regis Brown, Owner

Date: ____________

EXHIBIT
7

Downtown Twinsburg Mixed-Use Redevelopment
Request for Qualifications/Proposals

Qualifications Due: Friday, April 30, 2021, 4:30 p.m. EST



TWINSBURG
COMMUNITY IMPROVEMENT CORPORATION

10075 Ravenna Road
Twinsburg, Ohio 44087
330-963-6154

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TWINSBURG
COMMUNITY IMPROVEMENT CORPORATION

Downtown Twinsburg Mixed-Use Redevelopment Request for Qualifications/Proposals

Qualifications Due: Friday, April 30, 2021, 4:30 p.m. EST

Overview

The Twinsburg Community Improvement Corporation (TCIC) has partnered with the City of Twinsburg and local property owners for the redevelopment of a 9.6 – acre tract of land in central Twinsburg. This highly accessible and very visible property lies at the intersection of two arterial streets (S.R. 91 and S.R. 82) in the commercial core of the City. The site is additionally located just north of an I-480 interchange, the Creekside Drive commercial area and the Kent State Twinsburg Academic Center. The entire tract is comprised of seven parcels and is being made available for a set fee as if it were a single tract. All entitlements appropriate for a mixed-use development project are in place.

The City envisions the ultimate development of a high quality residential/commercial mixed-use development with emphasis on residential uses catering to professionals employed in Twinsburg and residents desiring an alternative to traditional single-family homes.

Project Objectives

Improvement of Twinsburg's central area has been the subject of interest for a number of years. The City's most recent Comprehensive Plan included a special section devoted to this issue. Those efforts resulted in a number of recommendations and provided several objectives. Objectives which are considered to be mandatory to the area's future development are listed below:

1. Promote the development of a dynamic, pedestrian oriented downtown community center.
2. Facilitate development that imparts a heightened sense of place and visual appeal that benefits community character and improves community image.
3. Increase residential density.
4. Encourage mixed use and walkable live/work arrangements in the heart of the City.
5. Encourage coordination of the City's open space network with adjacent open spaces for regional recreation and quality of life enhancement.
6. Balance livability interests with traffic management concerns
7. Encourage multi-modal transportation opportunities.
8. Create pedestrian-friendly street edges and establish a transferable pallet of streetscape treatments that could be continued in subsequent similar development.

Existing Zoning Standards and Design Guidelines

The Site is located within the C-5, Mixed Residence/Business Zoning District, described within Chapter 1148.10 of the City Planning and Zoning Code. The Site is further regulated by the general architectural design standards specified in Section 1148.20 and by material standards applicable to the C-5 Zoning District as specified in Section 1148.20 (p). Proposals should reflect these C-5 standards. Zoning and design standards information is provided in Attachment A.

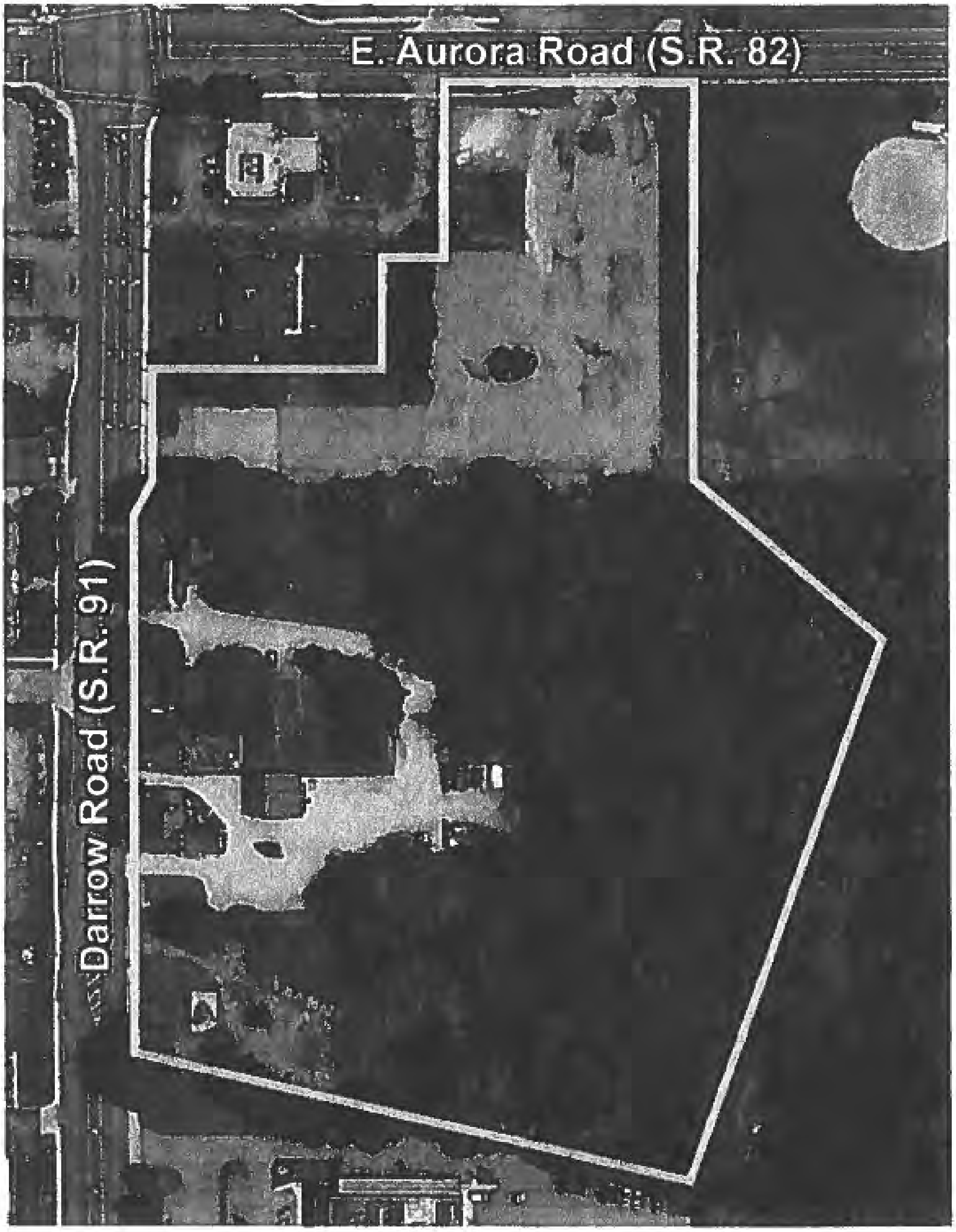
Project Area Details

The project site is illustrated on the following page. The successful project team will seek to expand the actual development area to include an existing bank and office property on the southeast corner of E. Aurora Road and Darrow Road through direct negotiations with those property owners. The Twiinsburg Community Improvement Corporation and the City of Twinsburg currently have control through direct ownership or Letter of Intent for the outlined 9.6 acres of developable land as illustrated on the prior page. Currently, three residential structures in the outlined development area have been converted to commercial offices, and a few small out-buildings are situated on the site. A school building previously located at the northern portion of the property has been cleared and the site restored. Topography slopes generally to the east toward the Tinkers Creek waterway and associated floodplain.

This initial project property has approximately 590 linear feet of frontage on Darrow Road (S.R. 91) and 240 linear feet of frontage on E. Aurora Road (S.R. 82). This land will be offered to the selected developer/partner, free of any liens or encumbrances, for a proposed cost of $2,800,000.

The property lies in the City's C-5 Mixed Residence / Business District. This district encourages residential mixed-use development with offices and retail components. A copy of the zoning district regulations can be found as Attachment A. This district has no maximum density. Further, setbacks are flexible and set in the design phases of project approval. Building height in the district is limited to 35 feet, but may exceed this limit by conditional use.

Limited design standards apply for commercial buildings in the C-5 district as do material standards. These standards may also be found in Attachment A. Design standards do not require any specific architectural style. While central Twinsburg includes a traditional Western Reserve town square, and while two National Register structures are located within view of the subject property, no single architectural style is representative of the community.

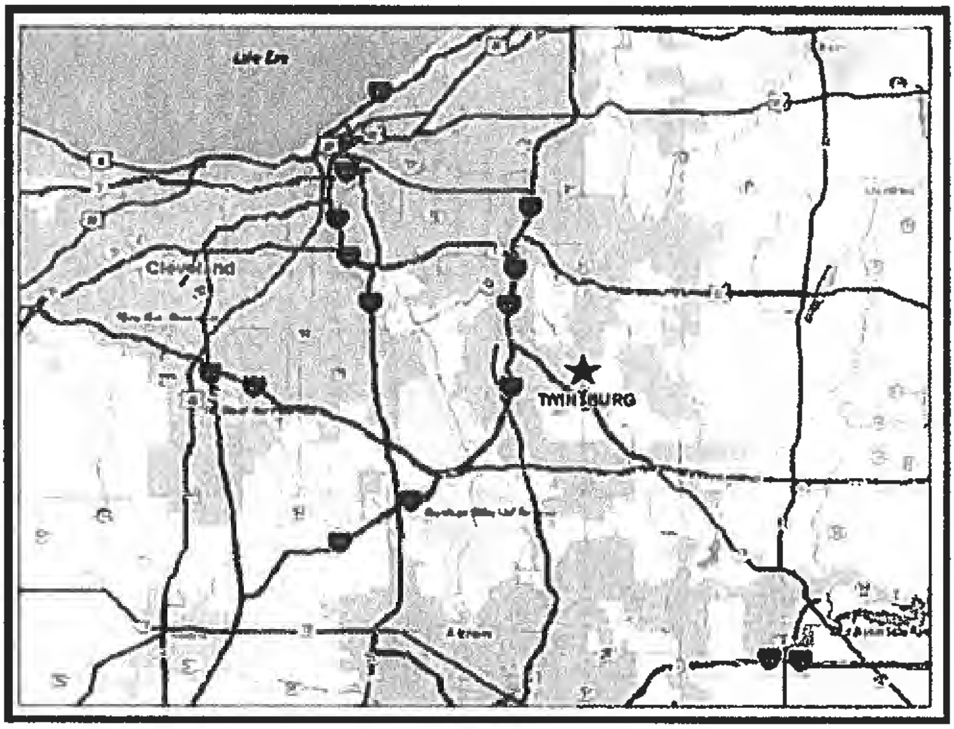


Project Site
(9.6 acres)

No wetland survey has been performed for this site. As the site slopes to the east, little or no wetlands are apparent. A Phase 1 Environmental Survey has been performed for part of the site. Both a wetland survey and Phase 1 survey will be completed at a subsequent time. Until then, all respondents will treat the site as unencumbered by wetlands and/or environmental contamination.

General Market Area Characteristics

The City of Twinsburg is located within the heart of Northeast Ohio, midway between the City of Cleveland and the City of Akron. The City benefits from two interchanges on the I-480 Interstate system which connect it to the Ohio Turnpike, I-77, and the rest of the robust transportation network of the region. Average daily traffic at the S.R. 91 interchange section of highway is in excess of 24,000 vehicles per day. The City draws employees from throughout the region and residents are able to easily access regional employment opportunities.



A graphic illustrating the roadway network and traffic volumes is included as Attachment B.

The City's tax base continues to diversify. While manufacturing still represents the largest employment sector in the City, other sectors like health care and education, finance, real estate, and wholesale trade are growing. The City is fortunate to be home to large manufacturers like Rockwell Automation, GE Baker Hughes, Safran USA and others. Significant increases in employment in health care and education are being realized as companies like Cardinal Health, Cleveland Clinic, EnvisionRx, University Hospitals

Systems, Hitachi Healthcare USA, and others continue to add employees and grow locally. The recent redevelopment of the former Chrysler Stamping Plant site as Cornerstone Business Park has resulted in the expansion of the warehousing and distribution sector through the addition of FedEx, Amazon, O'Reilly Auto Enterprises and others. With an improving economy and growing companies, Twinsburg is strengthening its position as an employment center.

Twinsburg is a quality of life location with robust public services, community facilities, and extensive open space. In fact, about twenty-five percent of the developed area of the City is devoted to public open space and preserves. Recreational opportunities are also being expanded by updates to the City's Gleneagles Golf Course and Banquet Center, Fitness Center and other public facilities.

The Twinsburg City School District and the Twinsburg Public Library continue be sources of pride and objects of recognition. For years the School District has received "Excellent" ratings from the Ohio Department of Education. The Twinsburg Public Library has been ranked nationally as the best in its class for several years.

Twinsburg is a community of well-maintained neighborhoods, thriving industrial and commercial activity, and accessible open spaces. Twinsburg continues to be a quiet, quaint community from the outside, but a dynamic and evolving municipality on the inside. As the supply of vacant developable land for residential subdivisions has diminished, future new housing opportunities will be focused around mixed-uses in the City's core area. This project will set the standard for that development.

Phased Development Options

As the project area lies in a mixed-use zoning district, a mix of residential types, commercial service, office and commercial retail uses are possible. Objectives of this effort include the establishment of additional housing options not currently available in Twinsburg and increasing residential densities to contribute to economic activity and area vibrancy. We realize that mixed use projects may require a mix of developers and builders. We also realize that a phased approach may be warranted to support cash flow and market development needs. For example, residential components of a mixed use project may need to precede the construction of commercial components which will benefit by resident spending. Similarly, in order to secure the corner properties and their tenants, it may be necessary to build out some commercial space, relocate tenants and build the remaining commercial space based on market demand. Should your team anticipate a phased approach to build-out of this project you should provide a preliminary phasing estimate indicating components and land area anticipated for early project development and anticipated phases.

Process

The selection process will be a two-part, competitive process that considers how well the participating parties respond to stated objectives and how well the public responds to the proposed visual character of proposals. The first part of the process will include the following: Developer/Partner Description; Qualifications and Work Examples; Financial Capability, Narrative Statement Summarizing Your Approach to Addressing the Stated

Objectives, and Additional Considerations. Submittals will be evaluated based on established selection criteria and reduced to a short-list of no more than three candidates. A description of each of these first phase qualification sections is presented in the following:

Developer/Partner Description – Information describing the company(s) involved, time in business, areas of expertise, principals, sub-consultants/partners, and working relationships anticipated for the execution of this project.

Qualifications and Work Examples – Relevant project examples, identity of project team with key staff resumes, at least three municipal or county government client references with contact information.

Financial Capability – Description of development project financing methods and sources used, and statement of financial capability. Financial capability may be demonstrated by presenting recent financial statements or through a statement of financial sufficiency from a known and established bank or financial institution that demonstrates the financial capacity to carry out the project.

Summary of Your Approach to Addressing Stated Objectives – Provide a narrative describing how each of the eight **Project Objectives** is anticipated to be addressed in your approach to developing an executable plan for the subject property. This narrative may be supplemented by graphics and examples from prior experience.

Additional Considerations - An additional consideration relates to two properties currently not included in the planning area. At the northwest corner of this development area are two properties (a bank and a real estate office) that are not currently included in the project. It is the hope that once a developer/partner is selected they would bring additional creative approaches to achieve the inclusion of these properties into the overall development. As this could involve creative arrangements like moving them into new commercial space at reduced rents, or other inclusion approaches not available to the City or TCIC, they have not been included in this initial process. However, it should be clear that the hope is that these properties will be included, if at all possible, in order to complete the project's relationship to the main roadways and Square. Property owners should not be approached at this stage of developer/partner selection, however, respondents should describe how they have approached the inclusion of similar properties where owner compensation was not based totally on land purchase price.

Evaluation Criteria and Short-listing

Each response to this RFQ/P will be reviewed by the Board of Trustees of the TCIC and others relative to their perception of the quality of response. Each subject under the **Process** section will be rated, with special emphasis on **Qualifications and Work Examples** and **Summary of Your Approach to Addressing Stated Objectives**. Based on this review no more than three respondents will be short-listed for further consideration in a second phase that will include a proposed Conceptual Plan for Redevelopment, additional information that demonstrates Financial Capability to Perform the Project; Description of the Design Team and Project Manager; Sustainability Elements Incorporated into the Project; Preliminary Project Proforma; General Tennant/Leasing Objectives; and Public Infrastructure Support Requirements and Their Estimated Costs. Additional detail on each of these criteria will be provided to those short-listed for further consideration and eventual selection.

Submittal Requirements

In order to be considered for selection, offerors must submit a complete response to this first phase of the RFQ/P. One (1) original and three (3) copies, along with an electronic copy on CD or flash drive, either in Microsoft Word or PDF format, must be submitted to the TCIC as a complete sealed submittal. Only complete responses will be considered.

The TCIC will accept submissions for this project **any time prior to the close of business (4:30 pm) on Friday, April 30, 2021**. Qualifications will be considered only if they address each of the response content items outlined in the Process section above.

Proposals shall be submitted to:
Downtown Twinsburg Redevelopment
Twinsburg C.I.C.
10075 Ravenna Road
Twinsburg, OH 44087

Questions/Contact Person
Questions concerning this RFQ/P, or the review process may be directed to Larry Finch, by mail at TCIC, 10075 Ravenna Road, Twinsburg, OH 44087; by email at lfinch@twinsburg.oh.us or by phone at 330-963-6154.

ATTACHMENTS

Attachment A – Zoning and Design Standards

Attachment B – Roadway Network and Traffic Volumes

Attachment A

Zoning and Design Standards
C-5 Mixed Residence/Business District

(From the Twinsburg, OH Code of Ordinances, Chapter 1148, Business Districts)

1148.09 C-5 MIXED RESIDENCE/BUSINESS DISTRICT; PURPOSE.

This district is established to encourage compact, sustainable, mixed-use development in the central part of the City. Residential mixed-use development with offices, retail and residential components are encouraged. Apartment units shall not exceed thirty percent (30%) of the residential component of a mixed-use development. Individual living unit area shall be no less than 750 sq. ft. for apartments and 1,000 sq. ft. for condominiums. Multiple uses are permitted on a single lot or in a single building provided each use contained therein is permitted by right or permitted conditionally in the district. The requirements as related to lot area, lot width, land coverage, building and parking yards and setbacks will be predicated on the preparation of a Business Area Plan as prescribed in this Chapter.
(Ord. 69-2008. Passed 11-4-08.)

1148.10 C-5 MIXED RESIDENCE/BUSINESS DISTRICT; PERMITTED USES.

(a) Restaurants and taverns including outdoor dining and service.
(b) Residential townhouses, condominiums and apartments.
(c) Professional offices.
(d) Drug stores.
(e) Medical offices and clinics
(f) Food sales.
(g) Retail sales of general merchandise.
(h) Retail sales of apparel and shoes.
(i) Novelty stores.
(j) Antiques stores.
(k) Book stores, card shops, stationary stores.
(l) Hardware store.

(m) Jewelry stores.
(n) Art galleries, art supply stores.
(o) Banks, savings and loans and commercial lending institutions.
(p) Dry cleaning, beauty shops, boutiques.
(q) Tailor, dressmaker.
(r) Preparation and processing of food and drink to be retailed on the premises including bakery, meat market, confectionery restaurant, ice cream parlor, coffee shops and similar establishments.
(s) Museums, exhibit halls.
(t) Post-secondary educational uses and training centers including colleges, trade schools, technical schools, language institutes, personal development and counseling facilities where students receive career and skills training in an indoor classroom, laboratory or studio setting, whether operated by a private or public institution.
(u) Off-street parking and private parking garage or lot. (Ord. 73-2013. Passed 7-9-13.)
(v) Yoga studio.
(Ord. 72-2013. Passed 5-14-12.)

1148.11 LOT AREA AND WIDTH REQUIREMENTS; BUSI NESS DISTRICTS. Except in the C-5 Mixed Residence/ Business District, the following business uses shall be designed, erected, altered, moved or maintained, in whole or in part, only in accordance with the following schedule:

Business Use	Minimum Lot Area	Minimum Lot Width
Motel-Hotel	1,000 sq. ft./unit	250 ft.
Service Station		
Interior Lot	32,500 sq. ft.	180 ft.
Corner Lot	40,000 sq. ft.	200 ft.
Single Business Use		150 ft.
Multiple Business Uses on the same lot		200 ft.

(Ord. 69-2008. Passed 11-4-08.)

1148.12 LAND COVERAGE.

Except in the C-5 Mixed Residence/Business District, the land area covered by main and accessory buildings in any business district shall not exceed twenty-five percent (25%) of the total area of the zoning lot.
(Ord. 69-2008. Passed 11-4-08.)

1148.13 YARD AND SETBACK REQUIREMENTS; BUSI NESS DISTRICTS.

In all Business Districts, buildings and land shall abut a dedicated street for the required lot width, and buildings and parking shall be designed, erected, altered, moved or maintained, in whole or in part, only in accordance with the following schedule:

SCHEDULE - MINIMUM YARD AND, BUILDING SETBACK REQUIREMENTS

Zoning District	Main and Accessory Building and Use	Front Yard Street (Fro	Side Yard Abutting Residential District (ft.)	Side Yard Abutting Nonresidential Use (Ft.)	Rear Yard Abutting Residential District (ft.)	Rear Yard Abutting Nonresidential Use (ft.)
C-1 Local Commercial	Stores & Offices	50	50	20	60	25
	Parking & Drives	20	30	10	30	10
C-2 Community Commercial	Stores & Offices	70	60	20	60	25
	Parking & Drives	20	30	10	30	10
C-3 Interchange Business	Service Station Restaurant Motel Office	70	50	20	50	50
	Parking & Drives	25	30	10	30	10
C-4 Commercial Office	Offices	50	25	10	40	40
	Parking & Drives	20	15	10	15	10

(Ord. 69-2008. Passed 11-4-08.)

1148.14 SUPPLEMENTARY YARD REGULATIONS; BUSINESS DISTRICTS.

(a) Gasoline Pump Islands and Canopies: Gasoline pump island if constructed and operated as a part of a service station may be erected in front of the established building line, but not less than twenty (20) feet from the street right-of-way line. All driveways, platforms and curbs of the service stations, whether located on a City street, County road or State highway, shall be designed in accordance with the latest revision of the "Regulations Governing Ingress and Egress at Gasoline Service Stations Fronting on all Highways Under State Jurisdiction in Ohio" adopted by the Ohio Department of Transportation.

(b) Off-Street Parking: Where off-street parking areas are planned and designed as a coordinated facility with adjacent existing or planned parking areas, the Planning Commission may waive the side yard parking and drive setback requirements of this Chapter.

(c) Side Yards on Corner Lots: Whenever a business building is located on a corner lot, the width of the building side yard on the side street shall be not less than fifty (50) feet on major arterial streets, thirty-five (35) feet for collector streets and twenty-five (25) feet for local collector and local streets. On a corner lot, parking shall be set back at least twenty (20) feet from the side street right-of-way.

(d) Yard Screening and Landscaping: Whenever a business building is located on a lot

which adjoins a Residential District, a side or rear yard of not less than set forth on the preceding schedule shall be provided on the business lot, and the Planning Commission may require a wall or fence five (5) to eight (8) feet in height and supplementary landscape planting to shield adjacent residential areas from parking lot illumination, headlights, fumes, heat, blowing papers and dust, and to reduce the visual encroachment of business buildings, signs and activities.
(Ord. 69-2008. Passed 11-4-08.)

1148.15 HEIGHT REGULATIONS.

The height of any main building shall not exceed thirty-five (35) feet in any C-1, C-2 and C5 Zoning District. Mechanical space for building equipment placed on a flat building roof may be allowed above the maximum height specified, provided that such mechanical space is set back a minimum of fifteen (15) feet from any exterior wall, does not exceed six (6) feet in height and is adequately screened from view, and provided, further, that such mechanical space and screening are approved by the Planning Commission. The height of any main building in a C-3 and C-4 Zoning District may exceed 35 feet provided that the front and rear yard depth is increased by two (2) feet for each additional foot of height over 35 feet and the side yard width is increased by one (1) foot for each additional foot of height over 35 feet and a conditional use permit is approved. In a C-5 Zoning District building height may exceed thirty-five (35) feet if a conditional use permit is acquired through the process described at Chapter 1151.
(Ord. 97-2012. Passed 8-28-12.)

1148.18 WASTE MATERIAL STORAGE.

In Business Districts, no garbage, rubbish, waste material, empty containers or waste processing equipment shall be permitted outside of any building, unless a specific outside storage area is approved by the Planning Commission. If outside storage is approved by the Commission, such storage shall be in containers approved by the Chief Building and Zoning Inspector, and the waste container area shall be screened from public view. The type and method of such screening shall be subject to approval by the Commission.

No liquid waste shall be discharged into an open body of water or a sewer, unless treated or controlled so that the amount of solid substances, oils, grease, acids, alkalines and other chemicals does not exceed the amount permitted by other codes of the State, County or City. No waste containing material harmful to the sewerage system or the sewage treatment process shall be discharged into the municipal sewerage system. Damage resulting from accidental spills or emissions of solid, liquid or gaseous waste shall be the responsibility of the offender. (Ord. 69-2008. Passed 11-4-08.)

1148.20 BUSINESS DISTRICT ARCHITECTURAL DESIGN STANDARDS.

The intent of the following standards is to encourage creative and innovative design techniques that are harmonious with each other, to protect the value of buildings and property, and to preserve the image and character of a "unique" small town community. It is recognized that a community should be visually attractive as well as financially prosperous. The manner in which a use is accomplished is as important as the use. The quality of architecture and building construction is important to the preservation and enhancement of building and property values,

prevention of the physical deterioration of buildings, and the promotion of the image of the community and the general welfare of its citizens.
(Ord. 33-2008. Passed 4-22-08.)

The following architectural review principles, criteria, and review guidelines are established:

(a) Appearance.

(1) Buildings shall be designed so as to be compatible with surrounding architectural styles and so as not to be unsightly or offensive to general accepted taste and community standards.

(2) Corporate stylized architectural elements (building features that are used for advertising or national image) shall be minimized to the extent that they are not the dominant architectural element and so that the building remains compatible with the surrounding architecture.

(b) Building Materials.

(1) Traditional Building materials such as Masonry (Natural Stone, Simulated Stone,

(2) Brick,), Wood, Glass (Tinted -Reflective or Block), shall be used on all exterior visible portions of structures.

(2) Other materials may be approved if their use is appropriate for the location and architectural style proposed and they are approved by the Architectural Review Board.

(c) Building Facade.

(1) Plain, monolithic structures with long walls and roof plane surfaces are discouraged.

(2) Each building facade shall incorporate design elements such as changes in color or texture; projections, recesses, and reveals; arcades or pergolas providing pedestrian interest; or equivalent elements that subdivide the wall into human scale proportions.

(3) Building facades shall have highly visible customer entrances that feature canopies, overhangs, arcades, distinctive roof forms, arches, display windows, or landscaped features. Primary entrances should face streets on which they are located.

(4) Buildings shall have well defined roof lines with attention to architectural detail. Consideration should be given to the prevailing pattern of roofs in the surrounding area. Building architecture shall promote consistent architectural character and detail on all sides of the structure, including the use of building materials.

(d) Building Scale.

(1) New, remodeled, or altered buildings must be in relative proportion to the original building elements and/or neighboring buildings.

(2) Wherever feasible, buildings shall be designed to provide massing configurations with a variety of different wall planes.

(3) Where applicable, building mass shall be broken by dividing it into smaller components and creating functional open space and pedestrian oriented areas between buildings.

(e) Color. Structure and building color shall be in harmony with the existing neighborhood buildings. Colors shall be architecturally and aesthetically pleasing.

(f) Screening.

(1) Site design and development should consider impacts of noise and light on adjacent properties.

(2) Using plants and fence materials; vegetative screens may be proposed.

(3) Where landscaping is used as screening it shall be opaque year round.

(4) Plant materials shall be chosen which are indigenous, moderately fast growing, and require minimal maintenance.

(5) The landscape design shall incorporate the entire site and consist of a palette of plants with year round appeal which might include annuals, perennials, shrubs and trees pursuant to Chapter 1172 of the Zoning Code.

(6) Landscape screening shall be of a height and density so that it provides the full desired effect within three (3) growing seasons.

(7) Where a Business abuts a Residential District, the Planning Commission shall require a fence or an earthen mound of a minimum of four (4) feet in height with a slope not to exceed three-to-one (3 to 1) and a planting plateau of up to five (5) feet in width.

(g) Service and Mechanical Equipment Areas.

(1) The location of service areas and mechanical equipment shall be considered as part of the overall site design.

(2) Service areas and mechanical equipment shall be screened from public view.

(3) Screening shall be architecturally integrated for all utilities service entrance equipment. All ground-mounted equipment shall be screened from public view by a wall of material similar to the buildings or landscaping, equal to or greater in height than the height of the mechanical equipment.

(4) All transformer boxes, meter panels and electric equipment, and any other utility equipment, not able to be screened by landscaping or walls, shall be painted to match the building color.

(5) Buildings shall not be designed or orientated to expose loading docks, service areas, HVAC elements, garbage dumpsters, or non-residential overhead doors to the public rights of way. Exceptions may be allowed if acceptable buffering is included.

(6) Buildings adjacent to residential areas shall not be designed or orientated to expose HVAC elements, garbage dumpsters, or non-residential overhead doors towards the adjacent residential areas. Exceptions may be allowed if acceptable buffering is included.

(7) All service station fuel tank vent piping shall be screened from arterial streets and public view.

(8) Screening of roof-mounted equipment. All roof-mounted equipment that rises above the roof line of any building or structure shall be screened from view of any public street or adjacent residential area with a building material consistent and compatible with the building.

(h) Driveup or Drive-through. Drive-through menu boards, automatic teller machines and similar facilities shall be screened from street view, and architecturally integrated with building design through the use of common materials and colors.

(i) Canopies. Design of service station canopies shall be integrated with adjacent building architecture through the use of similar materials, colors and roof forms.

(j) Signs. A master sign plan shall be prepared illustrating the location, type, size, and materials of all si gnage, pursuant to Chapter 1173 of the Zoning Code.

(k) Streetscape Improvements.

(1) A Streetscape Plan shall be submitted for the entire site. The Streetscape Plan shall address the relationship between vehicular and pedestrian traffic, pedestrian facilities, street and sidewalk lighting, landscaping, street furniture, trash receptacles, and transit

stops.

(2) The design of streets, pedestrian ways, landscaping, lighting, and street furniture shall be coordinated and integrated throughout the site.

(0) Vehicular streets and driveways shall be designed to be compatible with pedestrian ways to encourage a pedestrian friendly environment. The width of streets shall be sensitive to pedestrian scale, and shall be minimized to avoid hazards and inconvenience to pedestrians while allowing for efficient vehicular traffic flow.

(3) Site furnishings such as benches, seating, trash receptacles, bike racks, lighting fixtures, and tree grates shall be addressed in the Streetscape Plan.

(l) Pedestrian Access and Circulation.

(1) The site shall be connected to adjacent properties and pedestrian facilities to the maximum extent feasible.

(4) Decorative sidewalks, such as brick pavers, are encouraged at key intersections or streets.

(5) Street furniture or other amenities are encouraged, such as plazas, benches, and decorative pedestrian light fixtures.

(6) Open and public areas should be provided as a mixture of green space landscaping and pedestrian areas.

(m) Vehicular Circulation and Access.

(1) Street designs are encouraged to incorporate traffic calming devices and techniques.

(2) Common or shared access points are encouraged.

(2) Circulation systems shall be designed to efficiently facilitate traffic flow, yet designed to discourage speeds and volumes that impede pedestrian activity and safety.

(3) To the maximum extent feasible, common or shared service and delivery access shall be provided between adjacent parcels or buildings, and provided to the rear of buildings.

(4) The developer as part of the site plan review process shall provide traffic impact studies when requested by Planning Commission.

(n) Parking.

(1) Parking should not be a Dominant Site Feature.

(2) Parking areas and driveways shall be landscaped in compliance with perimeter buffer and interior landscaping requirements of Chapter 1172. Where parking areas are situated adjacent to the sidewalks, street rights of way or adjacent properties with limited available landscape area or other site limitations, consideration may be given to use of decorative fences and/or masonry walls. The visual impact of parking shall be minimized through the use of interior landscaped islands and through dividing parking spaces into groupings.

(3) Adequate parking and unloading facilities shall be provided at the site or at designated loading zones so that no loaded vehicles at any time stand on a public right-of-way awaiting entrance to the site.

(4) Off-street parking lots shall be so arranged and marked with adequate drives and aisles for safe and convenient maneuvering giving access to parking spaces, and in no case shall a parking space be permitted which would necessitate the backing of a motor vehicle into a street or over a public walk.

(5) Parking shall be distributed as per Chapter 1174.

(o) Lighting.

(1) Building and signage lighting must be indirect, with the light source(s) hidden from direct pedestrian and motorist view.

(2) Outdoor lighting of a building parking area, or si gnage, shall be directed so as not to directly shine on adjacent properties.

(3) Any lighting used to illuminate any off-street parking and loading area shall be arranged to direct light away from adjoining premises.

(4) Under canopy lighting (such as service station pump canopies) shall be flush mounted to provide down lit illumination and shall not be of such intensity as to cause interference with vision of persons on public streets or in residential districts.

(3) All lighting shall be shielded from adjacent residential districts.
(Ord. 33-2008. Passed 4-22-08.)

(p) C-5 Mixed Residence/Business District.

(1) Building Materials on exterior walls. In order to encourage that new buildings and additions are attractive and contribute to the City's broader goals for the central area, the following materials standards apply to building additions and new construction.

PRIMARY MATERIALS (Minimum 80% of all facades, 50% of side elevations, and 35% of rear elevations*)	**ACCENT MATERIALS (Maximum 20% of any side or rear elevation*)**	**UNACCEPTABLE MATERIALS**
Kiln-fired clay brick	Stucco	Plywood
Stone (natural - including field stone, river rock, cut and dimensioned stone)	Vinyl, steel, aluminum and fiber cement siding	Cinder block, smooth-faced block
Cast stone	Architectural metals	EIFS (Exterior insulation and finish systems)
	Architectural/finish grade wood or timber	
		Split-faced block
		Wood shingles
*Excludes doorways and windows		

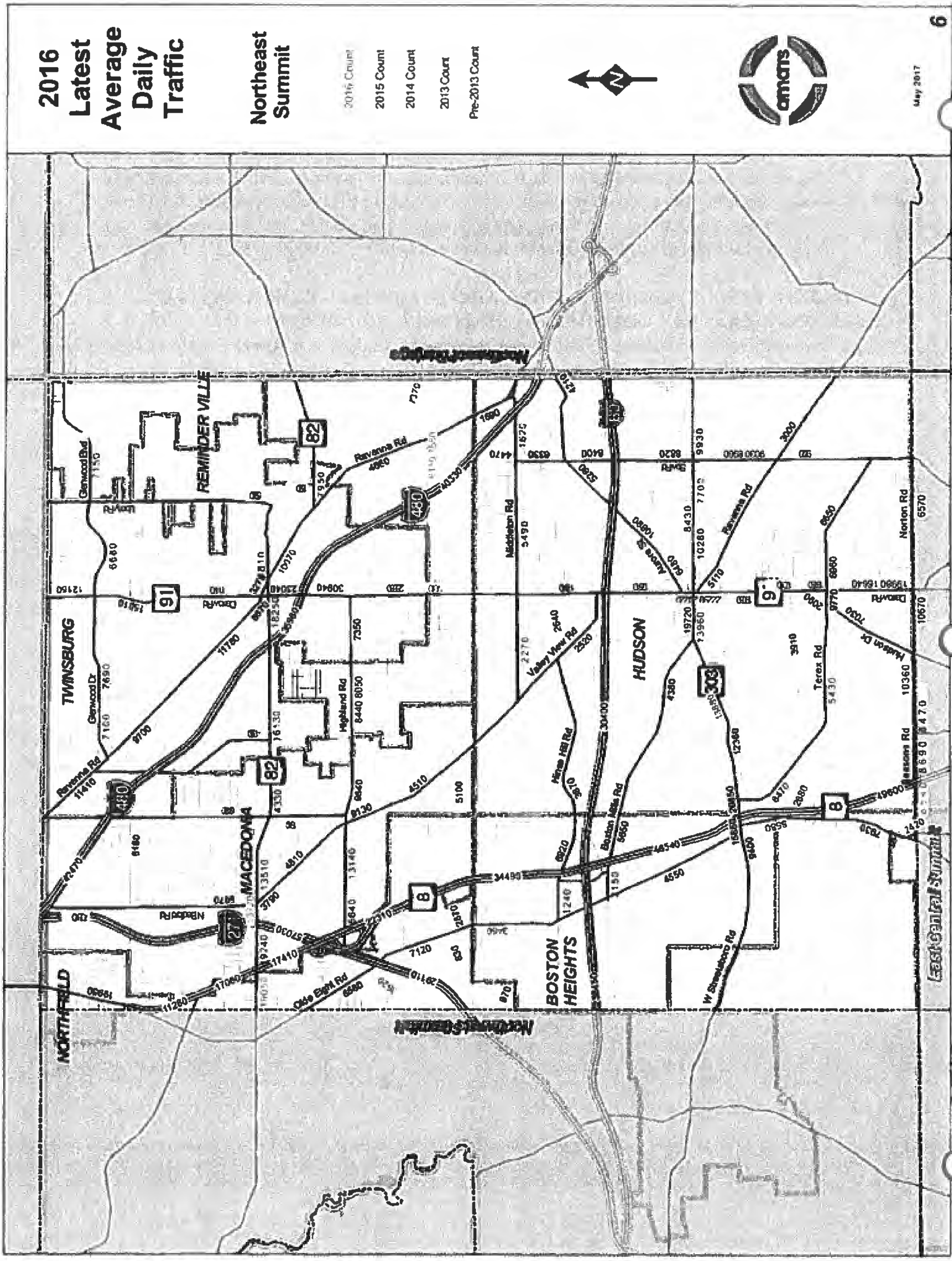
(6) Supplemental Architectural Review Submittal Requirements. For a new building or an addition to an existing building in the C-5 District, architectural drawings of all building elevations, and a detailed description of all exterior construction materials, including the percentage of the exterior walls covered by each material, must accompany your submittal to the Architectural Review Board. The following should also be provided to further clarify the design intent:

- Color renderings of all building elevations.
- Color photographs of similarly constructed buildings

(3) Exceptions. Strict adherence to these rules shall not be such as to prevent Architectural creativity. Requests for exceptions based on architectural design and creativity, and compatibility with surrounding developed properties, may be considered by the Architectural Review Board. Exceptions will be considered for building additions or modifications which are designed to be compatible with the existing or adjacent structures. (Ord. 132-2015. Passed 11-24-15.)

1148.21 PLANNING COMMISSION AND ARCHITECTURAL REVIEW BOARD REVIEW PROCESS FOR COMMERICAL/HI STORI C BUILDINGS.

All new construction, addition and renovation of buildings in whole or in part, and site development within the Business Districts will be subject to permitted use and Comprehensive Plan compliance reviews by the Planning Commission, and in addition, shall be subject to design review by the Architectural Review Board prior to granting a zoning or building permit. A two-step review process is required. The first step is conducted by the Planning Commission, which will review an application and determine compliance with use restrictions and compliance with the Comprehensive Plan. This initial review shall occur within forty-five (45) days of receipt of an application. Planning Commission will make a determination and either recommend the application for further review by the Architectural Review Board or reject the application as not in compliance with the Zoning Code and Comprehensive Plan objectives. Upon approval of the use and determination of compliance with the Comprehensive Plan, Planning Commission will refer applicant to the Architectural Review Board for further examination relative to Business District Architectural Design Standards. Second step reviews will be conducted by the Architectural Review Board. The Board is vested with the responsibility of interpreting the Section 1148.39 Business District Architectural Design Standards referenced above and advising Planning Commission. The Architectural Review Board shall hear, review, recommend approval, recommend modification, or recommend disapproval of the application to the Planning Commission. The Board shall conduct its reviews in open meetings of the Board within thirty (30) days after referral of an application by Planning Commission. The Architectural Review Board shall notify the applicant of the time and location of its meetings. Further, the Board shall notify the applicant, the Planning Commission and the Building Commissioner of its determination in writing, stating the reasons for their recommendation within ninety (90) days of the first scheduled meeting on the application. The denial of an application may be appealed to the Board of Zoning Appeals for final disposition in accordance with the provisions of Section 1199.11. (Ord. 33-2008. Passed 4-22-08.)



City Response_000080

EXHIBIT
8

Heritage Development Company
www.heritagedevelopment.net

The City of Twinsburg RFP – April 30th, 2021

Dear The City of Twinsburg administration and the TCIC,

Thank you for giving us the opportunity to submit a proposal for you Downtown Redevelopment project.
As you may know, we have spent substantial time and money is studying the downtown area that you are proposing to redevelop. We are very excited about the potential of this area and would very much like to work with you on creating a beautiful mixed-use project that the city administration, TCIC, the residents and our firm can be very proud of.

Developer/Partner Description –

Heritage Development Company(HDC) is a firm that is led by Iris S. Wolstein. She is the Widow of one of Twinsburg's largest developer's over the years, Bart L. Wolstein. The company has built and developed over 3,000 homesite's and home's in the City of Twinsburg and our firm continues to develop site's in the area including the latest phase of Whispering Woods at the Northwest corner of Rt. 82 and Chamberlin Rd.
Iris, along with Robert Benjamin, The VP of Real Estate for HDC, lead the charge in the planning and developing of all projects for the company. The firm has worked with multiple sub-contractors and engineer's in recent projects including MG Civil, Emshoff Excavators, Hejduk-Cox Surveyors and Civil Engineer's, Fechko Excavating, and others in the planning and execution of sub-divisions and other project's in Twinsburg and other municipalities nearby.

34555 Chagrin Blvd. • Moreland Hills, Ohio 44022 • tel. 440.247.5400 • fax. 440.247.4704

In addition, HDC has worked with and sold land to a variety of the local and national builders including Payne & Payne Builders, Otero Builders, Palmieri Builders, Prestige Homes, Perino Custom Homes, Pulte homes and Ryan Homes. It is our goal to partner with one or more of these groups to provide the best potential homes for this future development.

Qualifications and Work Examples –

HDC has completed multiple project in the area recently including Barrington Golf Club and Estates in Aurora, The Flats East Bank in Downtown Cleveland, The Villas of Bertram in Aurora and The Marriott Aloft hotel and Burntwood Restaurant in North Olmsted.

Please contact the following for references;

Ann Womer Benjamin - Mayor of the City of Aurora – 330-562-6131
Dean Depiero – Law Director at the City of Aurora - 330-562-6131
Kim Lieber – Planning Director for the City of North Olmsted - 440-777-8000
Ted Yates – Mayor of the City of Twinsburg – 330-425-7161
Tom Schmidt – Trustee/Twinsburg Township – 216-701-3676

Financial Capability –

HDC has worked with several local and national lenders including JP Morgan, Home Savings, Wells Fargo and others. Over 90% of the companies projects are self-funded by ownership and prefer to share any financial statements requested by the committee by visiting our home office in Moreland Hills, Ohio.

Summary –

HDC has worked with Chris Kaczmar, from Kaczmar and Associates Architects, on site plans for the redevelopment site and reviewed plans(attached) with the city administration in recent months. It is our goal to create an area that will be very attractive to current and potential residents of the City of Twinsburg and residents of surrounding areas.

We have supplied two plans within our proposal.

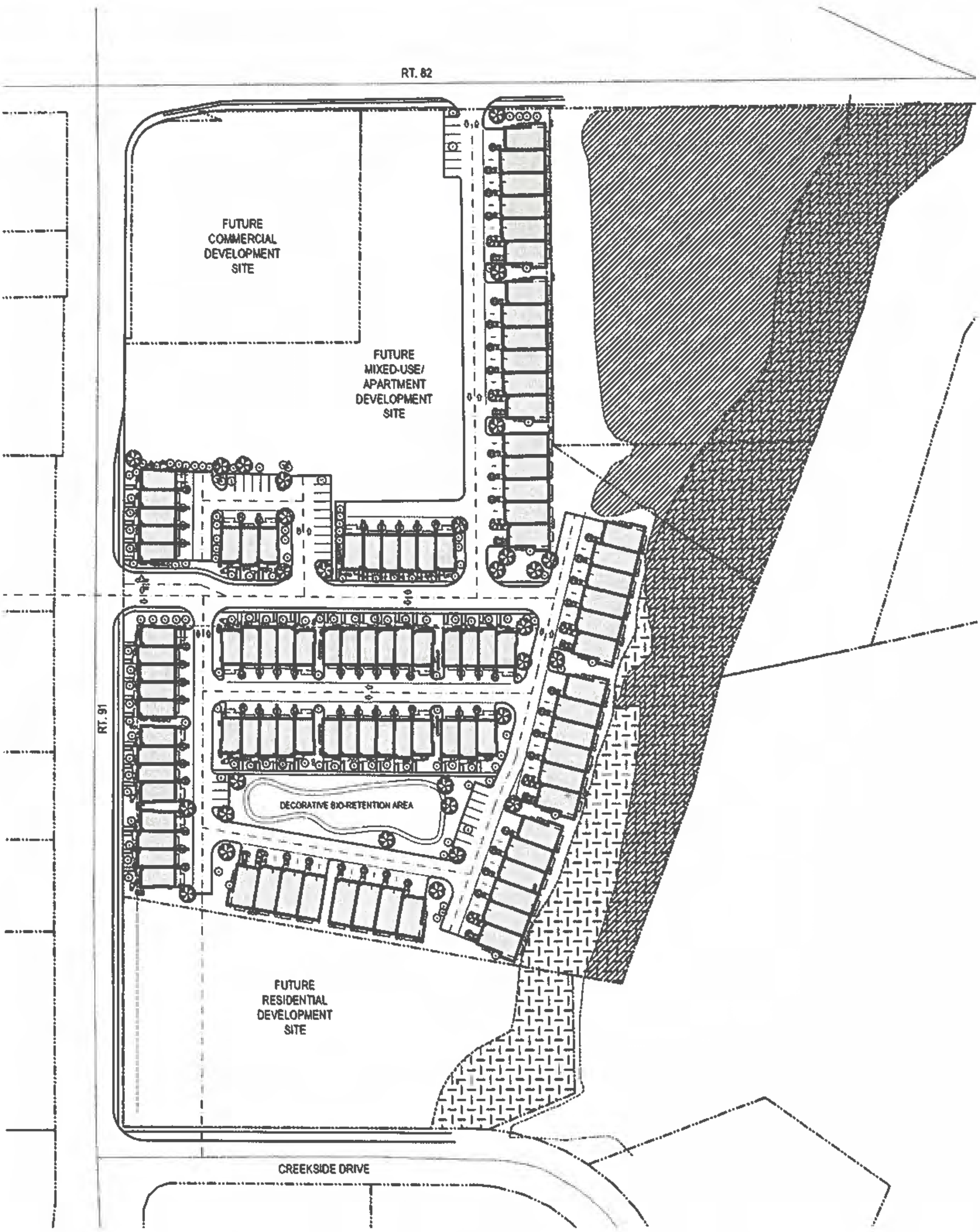
The First plan(Phase 1) will show a variety of townhomes on the Urban infill plan that can take advantage of the area including plenty of parking, attached garages, a walking path around the retention area, views along Tinker's Creek and more.

The Second plan(Phase III including phases 2 and 3) includes all the above and with the additional potential land allows for more townhomes, a mixed-use/multi-family building with first floor offices and retail and a really fun potential concept of a Brewery, restaurant, and a fun recreational concept including Pickle Ball.

HDC is very interested to work with the City Administration and TCIC on this potential development and we will use all or our resources mentioned to create the best possible neighborhood for everyone involved. We look forward to the next step and we are happy to discuss our proposals and answer any questions you may have. Please contact Rob Benjamin at 216-410-3485 for further information and discussions.

Thank You,
The Heritage Development Company Team

PROPOSED MIXED USE DEVELOPMENT



PHASE I
PROPOSED CONCEPTUAL
SITE PLAN

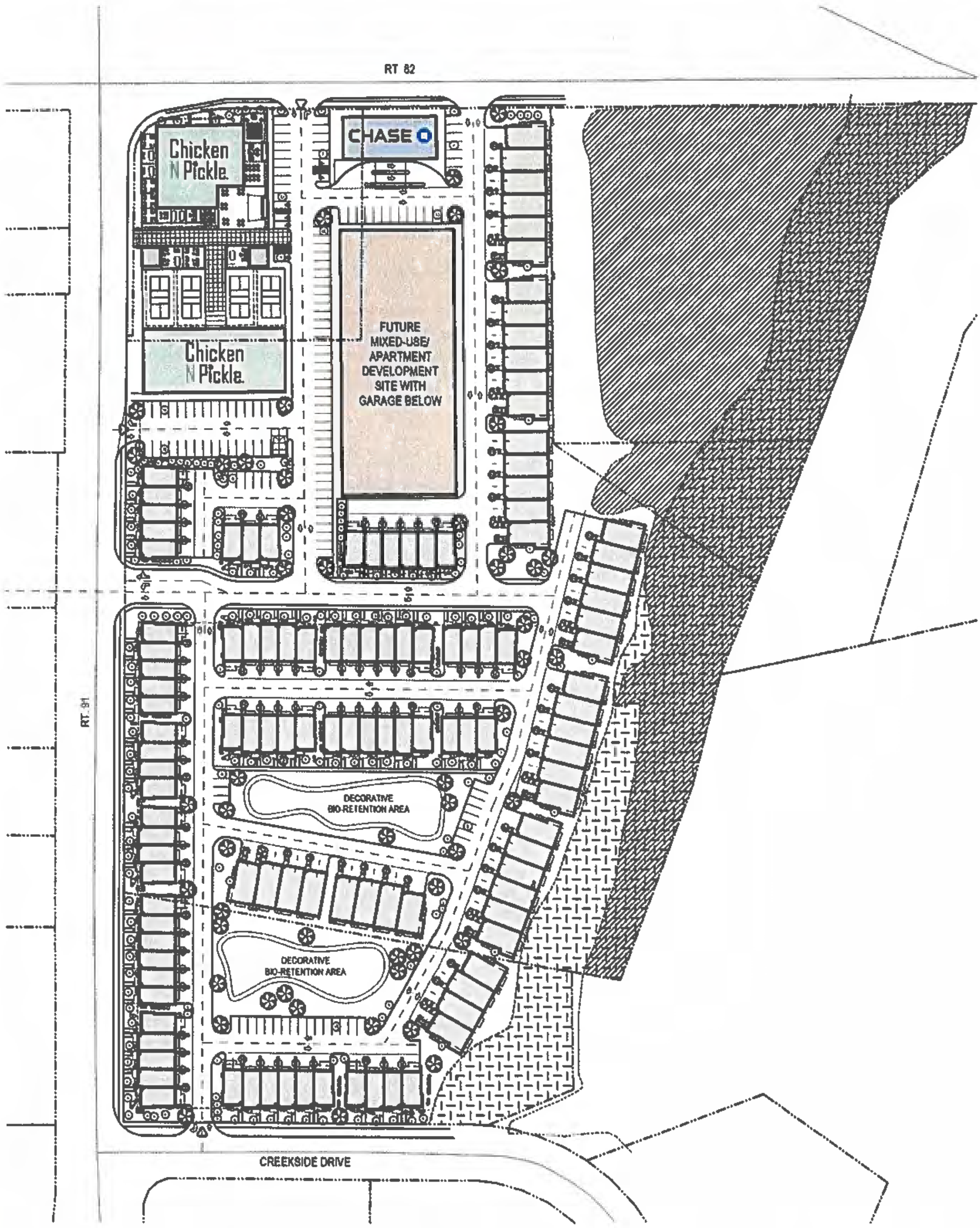
Kaczmar architects incorporated

Heritage Development Company

CITY OF TWINSBURG
HERITAGE DEVELOPMENT

12.17.20 SD-01

PROPOSED MIXED USE DEVELOPMENT



PHASE III
PROPOSED CONCEPTUAL
SITE PLAN

Kaczmar architects incorporated

Heritage Development Company

CITY OF TWINSBURG
HERITAGE DEVELOPMENT

12.17.20 SD-01

Knez

Table of Contents

MISSION STATEMENT

The mission of B.R. Knez Construction is to perform above and beyond our customers expectations in every build. Our commitment to excellence and professionalism is our number one priority in the design and building process.

COMPANY PROFILE

B.R. Knez Construction, Inc. (D.B.A. Knez Homes) was created in 1988 by Bojan "Bo" Knez. The company began by remodeling and building residential homes but expanded to the commercial sector soon after its inception. The Knez organization manages all aspects of the construction process from the design and engineering phases through the final walk- through of the finished project.

TEAM

PRESIDENT
Bojan (Bo) Knez

COMPANY & SYSTEM OPERATIONS
Rick Rainone

VICE PRESIDENT OF OPERATIONS/GENERAL COUNSEL
Gillian Hall, Esq.

VICE PRESIDENT OF DEVELOPMENT
Hanna Cohan Plessner

VICE PRESIDENT OF SALES & MARKETING
Elaine Keating

IN-HOUSE COUNSEL / HR
Michael David, Esq.

ACCOUNTING MANAGERS
Eryn Medved
Trish Van Winkle

ARCHITECTURAL DESIGNER / ESTIMATOR
John Traina

ADMINISTRATIVE ASSISTANT / OFFICE MANAGER
Caitlin Cole

SALES REPRESENTATIVE / SOCIAL MEDIA MANAGER
Devon Hall

PRODUCTION COORDINATOR / PURCHASING MANAGER
Mary Breitweg

CUSTOMER CARE REPRESENTATIVE
Jim Manning

PERSONAL BUILDERS
Beth Scebbi
Gary Platt
Rick Lundstrom
Scott Shuki

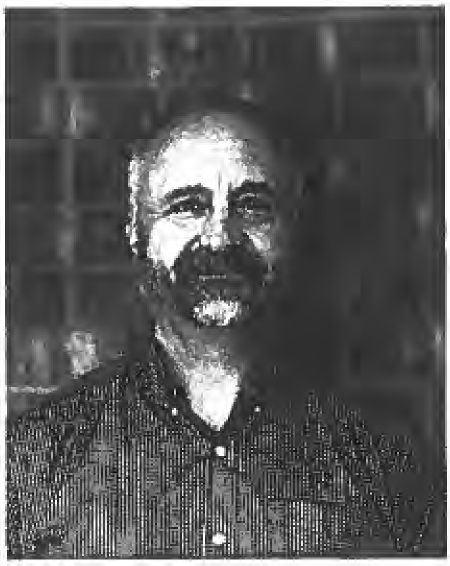
MARKETING
Katie Knez

440-710-0711

www.knez.net

info@knez.net

7555 Fredle Drive, Suite 210
Concord, OH 44077



Bojan "Bo" Knez
President

EDUCATION

Cleveland State University
Major Area of Study: Business

St. Joseph High School

PROFESSIONAL CREDENTIALS

5 Cleveland Choice Awards

3 Time Winner of Builder's Partnership Achievement Award

Builder's Magazine Fast Track 50 Award

Greater Builder HBA Builder of the Year

Lake County Erosion Control Award

News Herald's Readers' Poll of Builders Best of the Best for 4 Consecutive Years

Better Business Bureau 'A+" Rated

ENERGY STAR Business Partner

Home Builders Association of Greater Cleveland Member & Past President

5 Lake/Geagua County Fast Track 50 Business Awards

AFFILIATIONS

National Association of Home Builders

Ohio Home Builders Association

Mr. Knez has been the President and CEO for Knez Homes, Northeast Ohio's premier custom home builder, for over 30 years. Established in 1988, Knez has built well over 1,000 homes and has also performed work in the medical, commercial, and government arenas. His expertise in land development has offered Northeast Ohio some of the most desirable homes and improved neighborhoods. His astute interest in green building and sustainable practices offers each client of Knez valuable savings while being environmentally responsible. Bo also serves as an expert witness, using his many years of hands-on experience to represent those with defective construction projects.

Bo is responsible for the day-to-day operations of Knez Homes and creates and evaluates short and long term strategies of the company while performing research and development of current and new offerings. Bo directs and manages his firm of 28 including estimators, project managers, draftsmen, counsel, and sales representatives. He directs the marketing efforts for the company as well as marketing and sales of each individual development from concept through completion.

STATE OF OHIO
CERTIFICATE

Ohio Secretary of State, Jon Husted

875880

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

B. R. KNEZ CONSTRUCTION, INC.

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
DOMESTIC AGENT SUBSEQUENT APPOINTMENT	201410700979

Effective Date: 04/17/2014

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 17th day of April, A.D. 2014.

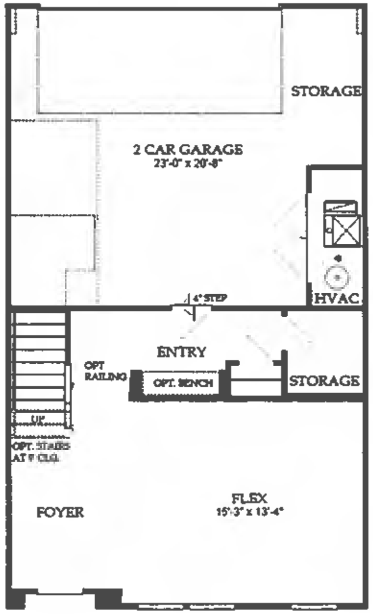
Jon Husted

Ohio Secretary of State

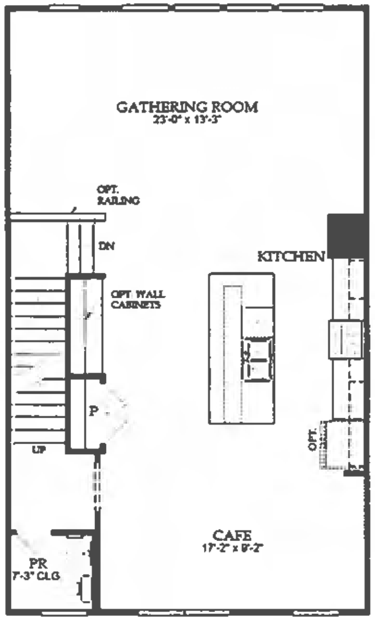
City Response_000242

BREAKWATER
BLUFFS

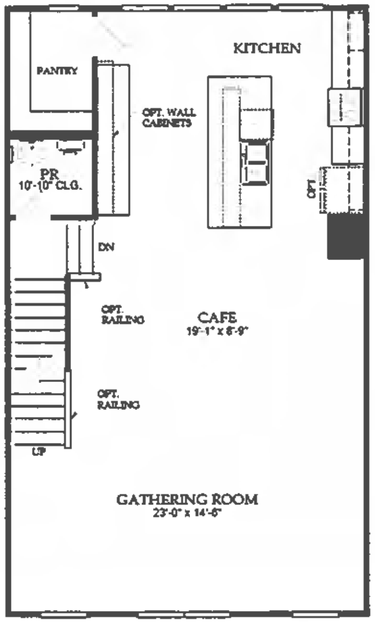
RESIDENTIAL TOWNHOMES



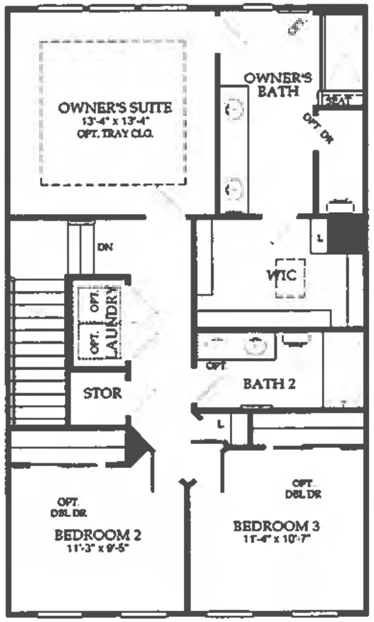
Ground Level
Garage Rear Loaded



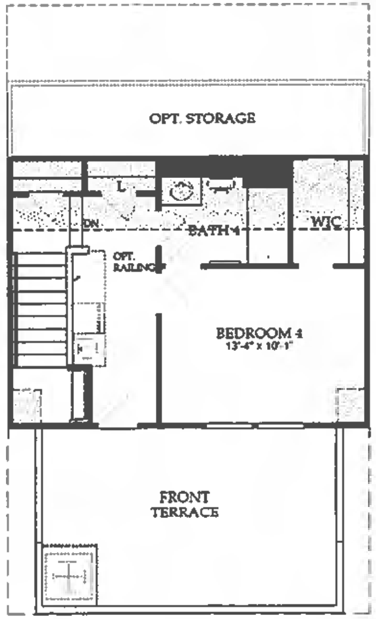
Second Floor
Jetwood Plan
(Kitchen Center)



Second Floor
Jayton Plan
(Kitchen Rear)



Third Floor



Optional
Habitable Attic
(w/ Roof Terrace)

Jayton + Jetwood Floorplans

24ft wide Master Up
2343+ thru 2755+ sqft

Notes:
1) Floor plans to be offered with a variety of structural options, including but not limited to end unit window conditions, decks, luxury bathrooms, additional bedrooms and various other internal configurations not shown here.

Pulte Homes


Elevation Concept C
Jayton + Jetwood Floorplans
Pulte Homes

Elevation Concept A

Jayton - Jetwood Floorplans

Typical Rear Elevation

High Visual Impact Rear Elevation

Typical Side Elevations

High Visual Impact lot Side Elevations

Typical Side and Rear Elevations

Ashton + Bowman Floorplans

24ft wide Master Up

1583± thru 2322 sqft

Typical Rear Elevation

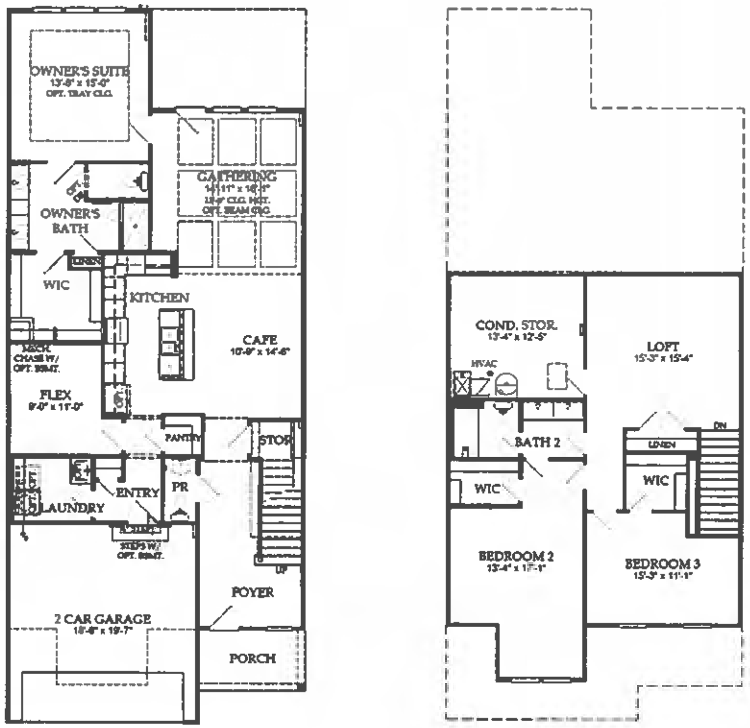
Typical Left Elevation

Typical Right Elevation

Typical Side and Rear Elevations

Ashton + Bowman Floorplans

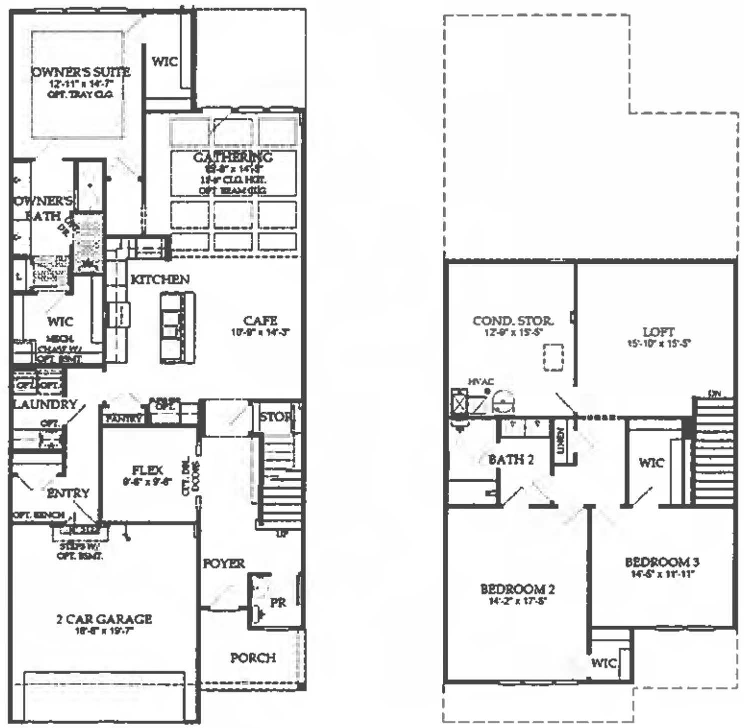

Elevation Concept B
Ashton + Bowman Floorplans
Pulte Homes



First Floor
Garage Front Loaded

Second Floor

Aston Floorplan



First Floor
Garage Front Loaded

Second Floor

Branton Floorplan

Aston + Branton Floorplans

30ft wide Master Downs
2595+ thru 2734 sqft

Notes:
1) *Floor plans to be offered with a variety of structural options, including but not limited to end unit window conditions, decks, luxury bathrooms, additional bedrooms and various other internal configurations not shown here*

Pulte Homes

City Response_000250

High Visual Impact Rear Elevation

High Visual Impact Left Elevation

High Visual Impact Right Elevation

High Visual Impact - Side and Rear Elevations

Aston + Branton Floorplans


Elevation Concept C
Aston + Branton Floorplans
Pulte Homes


Elevation Concept A
Aston + Branton Floorplans
Pulte Homes

CUSTOM BUILD

Knez

WEST
NINETEEN

RESIDENTIAL TOWNHOMES

Knez

Project Proposal

Knez

7555 Fredle Drive
Concord Township
Ohio 44077

the efficiency gained from using an experienced developer and the operational efficiency gained by teaming with National Leaders in the new home construction industry yields the best results. We are confident that the strength of our team will enable us to achieve all of the stipulated program goals, and more. We appreciate your consideration of our qualifications. For more information about Knez Homes, you can visit our website at www.knez.net.

Sincerely,

Michael David

Michael David
Land Acquisition Manager
Triban Investment/Knez Homes

440 710 0711
www.knez.net
info@knez.net

References

Kerry McCormack
Cleveland City Councilman, Ward 3
kmccormack@clevelandcitycouncil.org
(216) 664-2691

Kevin Conwell
Cleveland City Councilman, Ward 9
kconwell@clevelandcitycouncil.org
(216) 664-2691

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Executive Director
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(216) 631-4353