

RESOLUTION NO. 2021-13
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING THE MAYOR AND PRESIDENT OF COUNCIL TO ENTER INTO
THE COMMUNITY REINVESTMENT AREA AGREEMENT
WITH GLHG MAYFIELD HOLDINGS LLC AND GLHG REST LLC**

WHEREAS, the Village of Mayfield established a Community Reinvestment Area (the “CRA”) by the passage of Resolution 2019-24 on April 15, 2019;

WHEREAS, the Village received an Application for tax abatement within the CRA for the renovation of the property owned by GLHG Mayfield Holdings, LLC located at 780 Beta Dr., Mayfield Village, Ohio (the “Property”);

WHEREAS, GLHG Mayfield Holdings, LLC will renovate the hotel facility on the Property, with a projected total investment of approximately \$1,168,112.00;

WHEREAS, the Mayfield City Schools Board of Education have been notified in accordance with Section 5709.83 of the Ohio Revised Code and given a copy of the Application; and

WHEREAS, on March 9, 2021, the Village’s Community Reinvestment Area Housing Council met to consider the proposed Application and proposed Community Reinvestment Area Agreement (the “CRA Agreement”) and unanimously resolved to recommend the Village Council certify the Agreement to the Mayfield City Schools Board of Education for approval;

WHEREAS, the Mayfield City Schools Board of Education were provided a copy of the CRA Agreement in accordance with Section 3735.671 of the Ohio Revised Code and approved the CRA Agreement on March 17, 2021 through resolution 2020-053;

WHEREAS, the Council deems it necessary and in the best interest to the health, safety and welfare of all Village residents to enter into the CRA Agreement with GLHG Mayfield Holdings, LLC and GLHG Rest LLC.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village finds and determines that it is in the best interest on the Village to enter into the CRA Agreement with GLHG Mayfield Holdings, LLC and GLHG Rest LLC to provide certain property tax abatements as set forth in the CRA Agreement

on the property located at 780 Beta Dr., Mayfield Village, Ohio and authorizes the Mayor and President of Council to execute the CRA Agreement in the form attached hereto as **Exhibit A**.

SECTION 2. The Council further authorizes the Village's Housing Officer to do all other things as are necessary and incidental to carrying out the requirements of this Resolution and the terms in the attached CRA agreement.

SECTION 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meeting of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio because of time limitations imposed by Ohio Law. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



STEPHEN SCHUTT
Council President

First Reading: April 5 _____, 2021

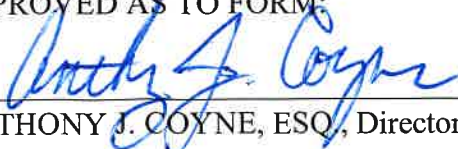
Second Reading: _____, 2021

Third Reading: _____, 2021

PASSED: April 5 _____, 2021



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:


ANTHONY J. COYNE, ESQ., Director of Law

ATTEST: 

MARY E. BETSA, MMC, Clerk of Council

COMMUNITY REINVESTMENT AREA AGREEMENT

This Agreement made and entered into by and between the Village of Mayfield, Ohio, an Ohio municipal corporation, with its main office located at 6622 Wilson Mills Rd., Mayfield Village Ohio 44143 (hereinafter referred to as "Village") and GLHG Mayfield Holdings, LLC, an Ohio limited liability company with its main offices located at 6575 Dorset Lane, Solon, Ohio 44139, (hereinafter referred to as "GLHG") and GLHG Rest LLC, an Ohio limited liability company with its main office located at 780 Beta Drive, Mayfield Village, Ohio 44143 ("Restaurant"); (collectively referred to as "the Parties").

WHEREAS, the Village has encouraged the development of real property and the acquisition of personal property located in the area designated as a Community Reinvestment Area; and

WHEREAS, GLHG is desirous of renovating and upgrading its 108-room full-service hotel on a 6.62-acre commercially-zoned parcel at 780 Beta Drive, Mayfield Village, Ohio 44143 as more particularly described in Exhibit B, attached hereto and incorporated herein, in order to correct years of neglect, retain its internationally-branded flag, and position the property for success post-pandemic, (hereinafter referred to as the "Project") within the boundaries of the aforementioned Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Council of the Village, by Resolution No. 2019-24 adopted on April 15, 2019, designated an area which includes the Project site as a "Community Reinvestment Area" pursuant to Chapter 3735 of the Ohio Revised Code ("ORC"); and

WHEREAS, effective June 11, 2019, the Director of the Ohio Development Services Agency determined that the aforementioned area designated in said Resolution No. 2019-24 contained the characteristics set forth in Section 3735.66 of the ORC and confirmed said area as a Community Reinvestment Area under said Chapter 3735; and

WHEREAS, the Village having the appropriate authority for the stated type of project, is desirous of providing GLHG with incentives available for the development of the Project in said Community Reinvestment Area under Chapter 3735 of the ORC; and

WHEREAS, GLHG submitted a proposed agreement application (herein attached and incorporated as Exhibit A) to the Village (the "Application"); and

WHEREAS, GLHG has remitted the required state application fee of Seven Hundred Fifty Dollars (\$750.00) made payable to the Ohio Development Services Agency with the application to be forwarded to said department with a copy of the final agreement; and

WHEREAS, the Village has investigated the Application of GLHG and has recommended the same to the Council of the Village on the basis that GLHG is qualified by financial responsibility

and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of the Village; and

WHEREAS, the Project as proposed by GLHG is located in the Mayfield City School District and the Board of Education of the Mayfield City School District has been notified in accordance with Section 5709.83 and been provided with a copy of the Application; and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.671(B) of the ORC, the Parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. GLHG shall complete the Project by renovating the Holiday Inn Mayfield at 780 Beta Drive, PPN 831-14-006, Mayfield Village, Ohio (the "Project Site") in accordance with the franchise license agreement between GLHG and Intercontinental Hotels Group.

The Project will involve comprehensive improvements to the building exterior, windows and cladding, life safety systems, guest rooms, interior common areas, lighting, plumbing, furniture, fixtures and equipment.

The Project will involve a total investment by GLHG of One Million One Hundred Sixty-Eight Thousand One Hundred Twelve Dollars (\$1,168,112.00), plus or minus 10%, at 780 Beta Drive. Included in this investment are Nine Hundred Fifty Thousand Dollars (\$950,000.00) for exterior and interior building renovations, and Two Hundred Eighteen Thousand One Hundred Twelve Dollars (\$218,112.00) to purchase and install fixtures and equipment.

No abatement shall be granted for the current appraised value of the existing land or the current real estate improvements, nor is any abatement granted for the value of the machinery, equipment, furniture and fixtures or other items taxed as personal property whether currently owned or hereinafter acquired.

The Project will begin after receipt of approval from the Ohio Development Services Agency and after a copy of this Agreement is delivered to the Cuyahoga County Auditor, and all acquisition, construction and installation will be completed by January 31, 2022.

2. GLHG and Restaurant currently have twenty one (21) existing full-time jobs and nineteen (19) part-time jobs in the State of Ohio. GLHG and Restaurant shall cause to be created within a time period not exceeding twenty four (24) months after the commencement of construction of the Project, the equivalent of five (5) new full-time non-construction job opportunities, and thirteen (13) new part-time non-construction job opportunities at the

Project site. GLHG and Restaurant shall cause to be retained twenty-one (21) existing full-time jobs and nineteen (19) part-time jobs at the Project Site. The schedule for projected hiring for GLHG is as follows: create 2 new full-time hotel jobs by 2022 and create 3 new part-time hotel jobs by 2022. The schedule for projected hiring for Restaurant is as follows: create 3 new full-time restaurant jobs by 2022 and create 10 new part-time restaurant jobs by 2022.

This increase in the number of employees will increase annual payroll by approximately One Hundred Sixty-Nine Thousand Three Hundred Sixty Seven Dollars (\$169,367.00), resulting in approximately Three Thousand Three Hundred Eighty Seven Dollars (\$3,387.00) of additional annual payroll taxes for Mayfield Village. The retention of the existing jobs will maintain the current annual payroll of Nine Hundred Fifty-Eight Thousand Four Hundred Ninety Five Dollars (\$958,495.00).

3. GLHG shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the applicant's compliance with the agreement, including returns filed pursuant to Section 5711.02 of the ORC if requested by the council.
4. The Village hereby grants GLHG a tax exemption for real property improvements made to the Project site pursuant to Section 3735.67 of the ORC and shall be in the following amounts:

Exemption Term: ten (10) years Percentage of Exemption: seventy-five percent (75%)

Each identified project improvement will receive a ten (10) year exemption period. The exemption commences the first year for which the Real Property exemption would first be taxable were that property not exempted from taxation. No exemption shall commence before January 1, 2023, nor extend beyond December 31, 2033. GLHG must file the appropriate tax forms with the County Auditor to effect and maintain the exemptions covered in the agreement.

5. GLHG shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under the agreement or Five Hundred Dollars (\$500.00): provided, however, that if the value of the incentives exceeds Two Hundred Fifty Thousand Dollars (\$250,000.00), the fee shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00).

The fee shall be paid not later than March 31st of each year the Agreement is effective commencing on March 31, 2023. The fee is to be paid in cash or check payable to the Village of Mayfield and delivered to the Finance Director. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 3735.672 of the ORC and by the tax review incentive council

created under Section 5709.85 of the ORC exclusively for the purposes of performing the duties prescribed under that section.

6. GLHG shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If GLHG fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
7. The Village shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
8. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the Village revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless GLHG materially fails to fulfill its obligations under this agreement and the Village terminates or modifies the exemptions from taxation granted under this agreement.
9. If GLHG materially fails to fulfill its obligations under this agreement, or if the Village determines that the certification as to delinquent taxes required by this agreement is fraudulent, the Village may terminate or modify the exemptions from taxation granted under this agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.
10. GLHG hereby certifies that at the time this agreement is executed, GLHG does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which GLHG is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the ORC, or, if such delinquent taxes are owed, GLHG currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against GLHG. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the ORC governing payment of those taxes.
11. GLHG affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

12. GLHG and the Village acknowledge that this Agreement must be approved by formal action of the legislative authority of the Village as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.
13. The Village has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, GLHG is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
14. Exemptions from taxation granted under this agreement shall be revoked if it is determined that GLHG, any successor property owner, or any related member (as those terms are defined in division (E) of Section 3735.671 of the ORC) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the ORC prior to the time prescribed by that division or either of those sections.
15. GLHG affirmatively covenants that it has made no false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of GLHG has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, GLHG shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13(D)(1), which is punishable by a fine of not more than One Thousand Dollars (\$1,000.00) and/or a term of imprisonment of not more than six months.
16. As required by ORC Section 3735.671(c)(8), this Agreement is not transferable or assignable without the express, written approval of the Village.
17. This Agreement and the Exhibits attached hereto set forth the complete understanding and agreement of the Parties. No oral statements, representations or agreements other than contained in this Agreement shall have any force or effect and the Village and GLHG agree that they will not rely on any representations or agreements other than those contained in this Agreement.
18. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and this Agreement

shall be construed as if such invalid, illegal or unenforceable provision(s) had not been contained herein.

19. The failure of any Party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Agreement, or to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future right or option, but same shall continue and remain in full force and effect. The continued performance by any Party of this Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by any Party of any provision hereof shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.

20. All notices herein authorized or required to be given hereunder shall be sent by certified mail, registered mail or overnight express, postage prepaid, to the following addresses, or such other addresses as the parties may from time to time designate in writing:

If to the Village:

Mayfield Village, Ohio
Attn: Mayor Brenda Bodnar
6622 Wilson Mills Road
Mayfield Village, Ohio 44143

With a copy to:

Anthony J. Coyne, Esq., Director of Law
Mansour Gavin LPA
North Pointe Tower
1001 Lakeside Avenue, Suite 1400
Cleveland, Ohio 44114

If to GLHG:

GLHG Mayfield Holdings, LLC
Attn: Amit Patel, Managing Member
6575 Dorset Lane
Solon, Ohio 44139

With a copy to:

Steven Gill, Esq.
Sleggs, Danzinger & Gill Co., LPA
820 Superior Avenue W, 7th Floor
Cleveland, Ohio 44113

And with a copy to:

Phillip Helon, Esq.
2211 Medina Rd.
Suite 100
Medina, Ohio 44256

21. Any party, upon the request of other Parties, shall execute and deliver such further documents or instruments as may be reasonable and appropriate to carry out the terms and conditions of this Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Agreement.

22. All agreements, representations, warranties and indemnifications herein, including those made in the Recitals, shall be considered to have been relied upon and shall survive the execution and delivery of this Agreement.
23. This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
24. This Agreement may be signed in multiple identical counterparts with the same effect as if the signatures thereof and hereto were upon the same instrument. Signatures delivered by electronic means (facsimile, pdf scan, etc.) shall be deemed originals thereof.

[Signature Page to Immediately Follow]

IN WITNESS WHEREOF, the Village of Mayfield Ohio, by Mayor Brenda Bodnar, its Mayor, and pursuant to Resolution No. 2021-13, has caused this instrument to be executed this 5th day of April, 2021, and GLHG Mayfield Holdings, LLC and GLHG Rest LLC by Amit Patel, managing member of both entities has caused this instrument to be executed on this _____ day of _____, 2021

MAYFIELD VILLAGE, OHIO



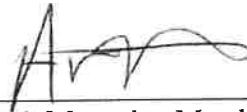
Brenda Bodnar, Mayor



~~Steven~~ Schutt, President of Council

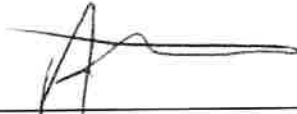
Stephen

GLHG MAYFIELD HOLDINGS, LLC



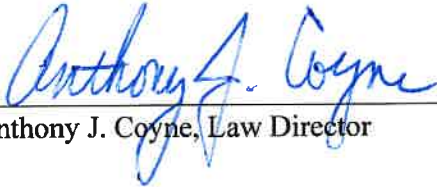
Amit Patel, Managing Member

GLHG REST, LLC



Amit, Patel, Managing Member

APPROVED AS TO FORM:



Anthony J. Coyne, Law Director

EXHIBIT A



MAYOR BRENDA J. BODNAR
10000 Mayfield Road, Mayfield, OH 44130

**MAYFIELD
VILLAGE**

ADMINISTRATION

10000 Mayfield Road, Mayfield, OH 44130
440-461-9200
10000 Mayfield Road, Mayfield, OH 44130
440-796-0550

PROPOSED AGREEMENT for Community Reinvestment Area tax incentive between the Village of Mayfield, located in the County of Cuyahoga, and GLHG MAYFIELD HOLDINGS LLC

1. a. Name of property owner, home or main office address, contact person, and contact information (attach additional page(s) if multiple enterprises are participants):

GLHG MAYFIELD HOLDINGS LLC

AMIT PATEL

Enterprise Name

Contact Person

6575 DORSET LANE

4407960550

Street Number

Telephone

SOLON OHIO 44139

Text

4407960550

City, State, ZIP

Mobile

amit@sparkhotels.com

Email

- b. Project Site:

780 Beta Drive

Amit Patel

Street Number

Site Manager

Mayfield Village, Ohio 44143

440-461-9200

City, State, ZIP

Telephone

831-14-006

440-796-0550

Permanent Parcel Number

Mobile

amit@sparkhotels.com

Email

EXHIBIT A continued

2. a. Nature of commercial / industrial activity (manufacturing, warehousing, logistics, office, hospitality, wholesale, retail, etc.) to be conducted at the site.

Hospitality and Full Service Restaurant

- b. Primary 6-digit North American Industry Classification System **721110**

Business may also list other relevant SIC code(s) **722511**

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred):

- d. Form of business enterprise (corporation, partnership, proprietorship, etc.)

Corporation - LLC

3. Name of principal owner(s) or officers of the business.

Amit Patel - Managing Member

Bhaveesh Lad - Managing Member

4. a. State the enterprise's current employment level at the proposed project site: **40**

- b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes _____ No **x**

- c. If yes, state the location(s) from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

- d. State the enterprise's current employment level in Ohio (itemized for full-time, part-time, permanent and temporary employees): **40 Employees including both FT and PT**

EXHIBIT A continued

5. Does the Property Owner owe:

a. Any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio?

Yes _____ No x

b. Any moneys to the State of Ohio or any state agency for the administration or enforcement of any environmental laws of the State of Ohio? Yes _____ No x

c. Any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether the amounts owed are being contested in a court of law or not?

Yes _____ No x

d. If yes to any of the above, please provide details of each instance including, but not limited to, the location, amounts and / or case identification numbers (add additional sheet(s) if necessary).

6. Project description: **Per our Franchise Licensing Agreement with Intercontinental Hotels Group, we are required to renovate the property per a property improvement plan (PIP) created by the Holiday Inn Franchise group.**

The renovation consists of a cosmetic upgrade of both exterior and internal improvements of all furniture, fixtures, and equipment. The renovation will include new windows, new exterior skin, life safety upgrades, interior furnishings and fixtures per franchise standards.

7. Project will begin estimated March, 20 21 and will be completed estimated Jan, 20 22 provided a tax exemption is provided.

8. a. Estimate the number of new employees the Property Owner will cause to be created at the project site (job creation projection must be itemized by the name of the employer, full-time, part-time, permanent and temporary employees): _____

GLHG Mayfield Holdings LLC (Hotel) - 2 full time employees and 3 part-time employees

GLHG REST LLC: Restaurant - 3 full time employees and 10 part-time employees

b. State the time frame for the projected hiring: 2 years.

EXHIBIT A continued


- c. State the proposed schedule for hiring (itemized by the name of the employer, full-time, part-time, permanent and temporary employees): _____
GLHG Mayfield Holdings LLC (Hotel) - 2 full time employees and 3 part-time employees by Q1 2022
GLHG REST LLC (Restaurant) - 2 FT and 5 PT by Q1 2022 and 1 FT and 5 PT by Q32022
9. a. Estimate the amount of annual payroll taxes such employees will add: \$ \$46,527.00
(itemized by the name of the employer, full-time, part-time, permanent and temporary employees). **The amount \$46,527 is the total payroll tax liability increase annually with a total of 18 employees hired (includes PT and FT).**
- b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ 958,495.00- Estimated Gross Pay during the renovation project in 2021
10. Estimate the amount to be invested by the Property Owner to establish, expand, renovate or occupy / operate a facility:
- | | |
|--|------------------------|
| a. Acquisition of building(s) / real estate: | \$ _____ |
| b. Additions / new construction: | \$ _____ |
| c. Improvements to existing buildings: | \$ <u>950,000.00</u> |
| d. Machinery and equipment: | \$ _____ |
| e. Furniture and fixtures: | \$ <u>218,112.00</u> |
| f. Inventory: | \$ _____ |
| Total Project Investment: | \$ <u>1,168,112.00</u> |
11. a. Property Owner requests the following tax exemption incentive: 75 % for 10 years covering \$1,168,112.00 as described above. Be specific as to the rate and term.
- b. Business' reasons for requesting tax incentive (be as quantitatively specific as possible):
- The site requires the upgrade due to its condition and to maintain its franchise agreement with Holiday Inn. The approx. \$26,000 in annual property tax incentives enables us to reallocate the
 - excess cash flow into operations such as 20% towards marketing, 40% towards payroll and hiring, and 40% towards our franchise standard requirements of enhanced technology to better
 - serve our guests. Our theory is that the more marketing spend will increase occupancy thus result in increase of the sales tax income. The same would apply to the increase in hiring more
 - staff to support the increase in occupancy will benefit the city's income tax revenues. We believe
 - the reallocation of our dollars will improve our top line growth, increase hiring and result in a win-win for both the hotel and the state and local's income.

EXHIBIT A continued

Submission of this application expressly authorizes the Village of Mayfield to contact the Ohio Environmental Protection Agency to confirm the statements contained within this application including item #5 and to review applicable confidential records. As part of this application, the Property Owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct, and is aware of the Ohio Revised Code Sections 9.66(C)(1) and 2921(D)(1). Penalties for falsification could result in forfeiture of all current and future economic development assistance, as well as a fine of not more than \$1,000 and / or a term of imprisonment of not more than six months.

<u>GLHG Mayfield Holdings LLC</u>	<u>1/26/21</u>
Name of Property Owner	Date
	<u>Amit Patel, Managing Member</u>
Signature	Printed Name and Title

****A copy of this proposal must be forwarded by the Village of Mayfield to the affected Board of Education, along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and / or comment before the legislative authorities considering the request.**

****Attach to Final Community Reinvestment Area Agreement as Exhibit A.**

****Please note that copies of this proposal must be included in the Final Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.**

EXHIBIT B

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio: and known as being part of Original Mayfield Township Lot No, 45, Tract No. 1, further bounded and described as follows:

Beginning at a drill hole found on the centerline of Wilson Mills Road, 80.00 feet wide, at its intersection with the centerline of Beta Drive, 60.00 feet wide, as shown on the Dedication Plat of said Beta Drive, as recorded in Volume 203, Page 67 of the Cuyahoga County Map Records;

thence North 00° 55' 20" East, along said centerline of Beta Drive, 70.44 feet to a point therein;

thence North 89° 04' 40" West 30.00 feet to a point on the Westerly line of said Beta Drive;

thence North 00° 55' 20" East, along said Westerly line of Beta Drive, 274.70 feet to a point therein at the Northeast corner of a parcel of land conveyed to Transcon Builders, Inc. by deed dated May 27, 1984 and recorded in Volume 84-3612, Page 23 of the Cuyahoga County Records, said point also being the principal place of beginning;

Thence North 00° 55' 20" East, continuing along said Westerly line of Beta Drive, 345.10 feet to a point therein, said point being the Southeast corner of land conveyed to Alvin I. Krenzler, by deed dated January 3, 1972 and recorded in Volume 12966, Page 699 of the Cuyahoga County Records;

Thence North 88° 39' 50" West, along the Southerly line of land so conveyed to Alvin I. Krenzler, 828.22 feet to a point in the Easterly limited access line of Interstate Route 271, as recorded in I Volume 178, Page 31 of the Cuyahoga County Map Records;

Thence South 15° 12' 04" East, along said Easterly limited access line of Interstate Route 271, 167.06 feet to an angle point therein, said point being 350.59 feet right of Station 27+00 on the centerline of Interstate Route 271;

Thence South 26° 01' 07" East, continuing along said Easterly limited access line of Interstate Route 271, 236.62 feet to a point therein;

Thence South 88° 39' 50" East, along the Northerly Line of land conveyed to The Cleveland Electric Illuminating Company, by deed dated December 21, 1970 and recorded in Volume 12762, Page 717 of the Cuyahoga County Records, 296.31 feet to the Northeast corner thereof;

Thence South 01° 36' 00" West, along the Easterly line of land so conveyed to The Cleveland Electric Illuminating Company, 49.97 feet to a point therein;

Thence South 88° 39' 50" East, along a Northerly line of the aforementioned land conveyed to Transcon Builders, Inc., 214.90 feet to a drill hole found;

EXHIBIT B continued

Thence North 00° 55' 20" East, along the Westerly line of land so conveyed to Transcon Builders, Inc., 74.00 feet to an iron pin found;

Thence South 89° 04' 40" East, along a Northerly line of land so conveyed to Transcon Builders, Inc., 164.00 feet to the principal place of beginning and containing 6.6265 acres, be the same more or less, but subject to all legal highways and easements of record and being according to a survey dated September, 1988 made by Seymour D. Weiss, Professional Surveyor No. 4759, of Seymour D. Weiss and Associates, Inc., Consulting Engineers and Surveyors, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 831-14-006 and 014