

**AN EMERGENCY RESOLUTION  
AUTHORIZING MAYFIELD VILLAGE TO ENTER INTO  
THE SECOND AMENDMENT TO DEVELOPMENT AGREEMENT  
WITH GEORGIAN MEDICAL ARTS II, LLC**

WHEREAS, the Village and Georgian Medical Arts II, LLC (“Developer”) entered into a Development Agreement involving the development of a 2.084 acre parcel of real property located on SOM Center Road within the Village of Mayfield, Cuyahoga County, Ohio, PPN 831-15-003; and

WHEREAS, Developer has requested an additional extension of certain deadlines in the Development Agreement due to the practical difficulties in complying with the terms of the Original Development Agreement caused by the ongoing COVID-19 Pandemic; and

WHEREAS, the Village of Mayfield has agreed to grant the Developer’s additional requested extension of certain deadlines in the Development Agreement; and

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 Second Amendment to Development Agreement with Georgian Medical Arts II, LLC in order to extend certain deadlines in Development Agreement.

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 Second Amendment to Development Agreement with Georgian Medical Arts II, LLC in order to extend certain deadlines in Development Agreement in the form attached hereto as **Exhibit A**.

SECTION 2. 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 3. 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, for the reason that it provides for the extension of time sensitive contractual deadlines. 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: August 16, 2021

Second Reading: \_\_\_\_\_, 2021

Third Reading: \_\_\_\_\_, 2021

PASSED: August 16, 2021



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



ANTHONY J. COYNE, ESQ.,  
Director of Law

ATTEST: 

MARY E. BETSA, MMC  
Clerk of Council

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (the "Second Amendment") is made and entered into as of the \_\_\_\_ day of August, 2021, by and between **MAYFIELD VILLAGE**, an Ohio municipal corporation (the "Village") and **GEORGIAN MEDICAL ARTS II, LLC**, an Ohio limited liability company (the "Developer").

**WITNESSETH:**

WHEREAS, the Village and Developer are parties to that certain Development Agreement dated December 16, 2019 (the "Original Development Agreement") for the development of a 2.084 acre parcel of real property located on SOM Center Road within the Village of Mayfield, Cuyahoga County, Ohio, as more particularly described in Exhibit "A" attached to the Original Development Agreement;

WHEREAS, on January 19, 2021, the Village and Developer entered into that certain First Amendment to Development Agreement (the "First Amendment") (the Original Development Agreement, the First Amendment, this Second Amendment, and all subsequent amendments, supplements and notices thereto and hereinafter referred to as the "Development Agreement") in order to extend deadlines due to the practical difficulties cause by the ongoing COVID-19 Pandemic;

WHEREAS, Developer has again requested an extension of certain deadlines in the Development Agreement due to the practical difficulties in complying with the terms of the Development Agreement caused by the ongoing COVID-19 Pandemic;

WHEREAS, the Village has agreed to grant the Developer's requested extension of certain deadlines in the Development Agreement;

WHEREAS, parties wish to amend the Development as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Timing of Improvement and Development.** Section 3 of the Original Development Agreement is hereby deleted in its entirety and replaced with the following:

Developer shall commence work upon the Development no later than November 19, 2023.

2. **Site Plan/ Area Variances.** Section 4 of the Original Development Agreement is hereby deleted in its entirety and replaced with the following:

Developer shall apply to the Village for all necessary Site Plan, conditional use and area variance approvals (the "Administrative Approvals Process") required for the

Development and in conformance with the Plans by July 19, 2022. If the gas wells currently in existence on the Property are maintained, no variances will be sought or granted with respect to distance or any other requirements.

3. **Traffic Study.** Section 5(d) of the Original Development Agreement is hereby deleted in its entirety and replaced with the following:

During the Administrative Approval Process, and no later than July 19, 2022, Developer shall be responsible for having a traffic study completed, including any and all costs associated with completing such traffic study, to determine the impact the Development may have on the traffic on SOM Center Road (the "Traffic Study"). Developer shall provide the Traffic Study promptly to the Village Engineer for their review and analysis.

4. **Affiliation.** Section 5(g) of the Original Development Agreement is hereby deleted in its entirety and replaced with the following:

The Surgery Center shall be operated as an out-patient surgery center in accordance with all applicable zoning requirements. Developer shall use best efforts to affiliate the Surgery Center with University Hospitals or its affiliate, subject to the approval by the Village.

5. **Effect of Second Amendment.** Except as hereinabove provided, the terms and conditions of the Original Development Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions hereof and the terms and conditions of the Original Development Agreement, the terms and conditions hereof shall control. This Second Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Counterparts.** This Second Amendment may be executed in any number of counterparts, each counterpart constituting an original but altogether being one and the same instrument and contract.

7. **Successors and Assigns.** The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **Severability.** A determination that any provision of this Second Amendment is unenforceable or invalid shall not affect the enforceability or validity of any other provision hereof and any determination that the application of any provision of this Second Amendment to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first above written.

MAYFIELD VILLAGE, OHIO

GEORGIAN MEDICAL ARTS II, LLC



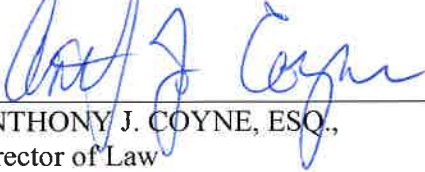
\_\_\_\_\_  
Brenda Bodnar, Mayor

\_\_\_\_\_  
Dr. Yoram Moyal, Managing Member



\_\_\_\_\_  
Stephen Schutt, Council President

APPROVED AS TO FORM:



\_\_\_\_\_  
ANTHONY J. COYNE, ESQ.,  
Director of Law