

GENERAL BACKGROUND INFORMATION

(As available @ 6/2013 - subject to change without notice)

Income / Investment Real Estate Currently Leased to Restaurant & Bar

**Real Property Located at
35757 Lakeshore Blvd. / Eastlake, Ohio
Lake County
List Price - \$140,000**



Materials Presented by:

Ag REAL ESTATE GROUP, INC.

Eric M. Silver, President & Broker
Eric Zimmerman, Vice President

Ag Real Estate Group, Inc.

CONSUMER GUIDE TO AGENCY RELATIONSHIPS



We are pleased you have selected Ag Real Estate Group, Inc. to help you with your real estate needs. Whether you are selling, buying or leasing real estate Ag Real Estate Group, Inc. can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you:

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

Representing the Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances a listing broker may offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and, account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents", they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

Working With Ag Real Estate Group, Inc.

Ag Real Estate Group, Inc. does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but Ag Real Estate Group, Inc. and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. Ag Real Estate Group, Inc. will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, that agent and Ag Real Estate Group, Inc. will act as a dual agent but only if both parties agree. As a dual agent they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer you may also choose to represent yourself on properties Ag Real Estate Group, Inc. has listed. In that instance Ag Real Estate Group, Inc. will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When Ag Real Estate Group, Inc. lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. Ag Real Estate Group, Inc. does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because Ag Real Estate Group, Inc. shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and Ag Real Estate Group, Inc. will be representing your interests. When acting as a buyer's agent, Ag Real Estate Group, Inc. also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand. Because it is important that you have this information Ohio law requires that we ask you to sign below, acknowledging receipt of this consumer guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Name (Please Print)

Name (Please Print)

Signature Date

Signature Date

REGISTRATION

35757 Lakeshore Blvd

Eric M. Silver is a Real Estate Broker licensed in the State of Ohio, doing business as Ag Real Estate Group, Inc., Eric Zimmerman is a Real Estate Agent for Ag Real Estate Group, Inc., licensed in the State of Ohio.

We welcome co-brokerage participation in support of our effort to market and sell this property. Upon completion and closing of a transaction with a buyer who has been duly registered by a Buyer's agent, Seller shall pay a co-brokerage fee equal to 2.5% of the purchase price (via escrow) to a buyer's broker. **To be registered and recognized as a buyer's broker, you must complete this registration form and have received an executed copy in return prior to your client having contact with the Ag Real Estate Group, Inc. Brokers contacting the Ag Real Estate Group, Inc. after their client makes an initial contact directly to the Ag Real Estate Group, Inc. will not be recognized or compensated by the Seller. Registration will remain valid for a period of 90 days after the later date below, after which time the registration becomes null and void.**

CIRCLE ONE CHOICE: */ am / am not* represented by a broker or agent.

Buyer (print and sign) Phone # Date

Buyer's Agent - Name and Phone # Date

Ag Real Estate Group, Inc. Date
By: Eric M. Silver, President and Broker

The sole purpose of **The General Background Information** included herein is to provide **general and not specific** information regarding the real property described. The Broker has not operated or managed the property and therefore has relied on ownership to provide much of the enclosed information.

The information contained herein shall not constitute an offer to sell nor a request or solicitation of an offer to buy. No person or entity shall have any rights whatsoever to rely on this information or any other information received unless there is a mutually executed document specifically and intentionally creating such right of reliance.

The information included herein has been secured from sources that are usually reliable however the accuracy of the information has not been verified by Broker, its agents, employees or consultants. All parties are encouraged and directed to initiate and complete (at their own expense) any and all due diligence studies that may be required in order to evaluate the quality, condition, suitability, current and potential future value of the property. Broker is not qualified to and therefore does not make any representations whatsoever regarding the physical condition of the building systems and/or any environmental matters relating to the property.

THE BROKER MAKES NO WARRANTY (expressed or implied) WHATSOEVER REGARDING THE PROPERTY, OR ANY ACTION(S) OR FAILURE OF OTHERS TO TAKE ANY ACTION(S).

TOURS OR INSPECTIONS OF THE PROPERTY ARE BY PRIOR ARRANGEMENT. NO PARTY HAS AUTHORIZATION TO ENTER UPON THE PROPERTY WITHOUT SPECIFIC WRITTEN PERMISSION OF THE BROKER.

GENERAL BACKGROUND INFORMATION

(Included as of 6/2013)

- **Market Information**
- **Property Photos**
- **Data Sheet**
- **Location Maps**
- **Aerial Photos**
- **Tax Map**
- **Equipment List**
- **Zoning Use Information**
- **Demographic Information**
- **Property Detail Report**

Market Information

Think Lake County, Ohio. Change is Good.

LAKE ERIE'S EAST COASTAL GETAWAY OASIS!



Lake County Lighthouse



James A. Garfield National Historic Site
Featured on CBS Sunday Program



Renovated
Great Lakes Mall
with over 120 stores
and projected for
full occupancy soon



Quail Hollow Resort
featuring meeting facilities and two championship golf courses



Lake Metroparks
Farmpark



\$27 Million Lake County Captains Classic Park
Cleveland Indians Class A Baseball Team
Available for group events



700 Nativity Crèches on display at
Historic Kirtland, December 2013
Past American Bus Association Top 100 Event Winner



Lake County, one of Ohio's
Largest Nursery Districts



Holden Arboretum's NEW 4.5 Acre
Rhododendron Discovery Garden,
largest in the Midwest.



Holiday Inn

A multi-million dollar hotel renovation to become a full service Holiday Inn Hotel. Open May, 2013. 132 guestrooms and 11,000 square foot of meeting space.

Fresh Group/Getaway Activities • Affordable, New/Updated Franchise & Boutique Hotels by I-90 near Cleveland
Horticulture/Garden Tours • Tea Room • Outstanding Golf
Lake Metroparks Farmpark – Agricultural Themed Park
Ohio's Largest Winery District, Micro-Distilleries & Micro-Breweries
Holden Arboretum – The USA's Largest • Charter Fishing
Lake County History Center – Explore Heritage Destinations
Waterfront Dining • Gourmet & Value Restaurants • New/Unique
Conference Hotels/Facilities for better meetings & retreats
Ohio's Largest Nursery District • Lake Erie Beaches
& Mentor Lagoons Nature Preserve & Marina (450 Acres),
Featuring Birding & Nature Walks



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LAKE COUNTY VISITORS BUREAU
35300 Vine Street, Suite A, Eastlake, Ohio 44095
Phone: 800-368-LAKE (5253) • ask@lakevisit.com



NEW MICRO-DISTILLERIES IN THE LAKE COUNTY REGION

Seven
Brothers
Distilling
Company

TOURS
AND
TASTINGS
AVAILABLE

Red
Eagle
Distillery



Vintage Ohio Wine Festival • August 2-3, 2013
Past American Bus Association Top 100 Event Winner

 Celebrate in Lake County 

The above content was found on: www.lakevisit.com

THIS IS LAKE COUNTY, OHIO

LAKE ERIE EAST

1/2 HOUR EAST OF
CLEVELAND OFF I-90

NEW HOTELS, RESORT, B&BS,
FRESH ATTRACTIONS



- See the splendor of bright crimson and gold as you view the Holden Arboretum on 3,400 acres of natural woodlands and horticultural displays.
- Tour Bluestone's – USA's third largest mail order perennial nursery with 800 varieties.
- Pickle Bill's Lobster House – lunch or dinner on the Grand River – seats 600.
- Shop, stroll or dine in historic downtown Willoughby, Painesville or Madison featuring microbrewery restaurants, antique shops, art galleries and tea rooms.
- Enjoy wine tasting in the lovely atrium, the Pavilion or the Rathskeller Wine Tasting Room at Chalet Debonné Winery & Cellar Rats Brewery, Ohio's largest estate winery – or stop by Grand River Cellars or Ferrante Winery & Ristorante with monthly special events like the Hot Air Balloon Rally at Chalet Debonné. Two new boutique wineries are open, Bene Vino Urban Winery and St. Joseph's Vineyards.
- Visit Lake Metroparks Farmpark and experience an agricultural themed park on 235 acres of scenic farmland.
- Enjoy a buffet dinner show at Lake Metroparks Pine Ridge Country Club.** (Image #3)
- Dinner Theater with JB Productions in Lake Co.
- Stop in Willoughby Brewing Co., Cornerstone Brewing Co. or Debonné Vineyards & Cellar

- Rats Brewery to sample fresh brewed beer. Lunch and dinner options.
- Gallery One, USA's largest art gallery with monthly artist showings.
- America Remembers 9/11 Memorial.
- Great Lakes Mall, NE Ohio's largest family friendly mall with 120 stores; plus 150 restaurants in Mentor, Lake County's largest city.
- Visit Penitentiary Glen Reservation and witness the road to recovery for injured wildlife. Spectacular views of butterfly gardens & Ohio Scenic designated Grand River.
- Visit Historic Kirtland including the Newell K. Whitney Store and Museum or Kirtland Temple with its new Visitor's Center and look into the past pioneering Mormon history of Lake Co.
- James A. Garfield National Historic Site.
- Indian Museum.
- Fairport Marine Museum & Lighthouse – a National Historic Site.
- Ohio's longest beach – Headlands Beach State Park, picked "Best Sunset" by Ohio Magazine.
- Mentor Lagoons Nature Preserve & Marina (450 Acres).
- Great birding.
- Fine Arts Association & Rabbit Run Theater.
- Lake County History Center group tour options.

1. Lake County Grand River Valley Region, Ohio's Largest Winery District
2. Little Mountain Country Club (open to the public)
3. Lake Metroparks Pine Ridge Country Club (open to the public)
4. Fine Arts Association
5. Historic Kirtland Pioneer Village, Newell K. Whitney Store
6. Kirtland Temple
7. Rabbit Run Theater
8. Vault Steakhouse, Madison
9. Bank Street Bed & Breakfast, Painesville
10. Successful Motorcoach Tours to Lake County Region Wineries
11. Plan meetings at scenic glass-walled Thayer Building or tour the gardens via tram service at Holden Arboretum
12. Nelson's Sparrow, one of over 300 species of rare birds viewed in Lake County
13. Lake Co. Historical Society Mid-America Band Organ Rally, July 26-27, 2013
14. Ohio Chautauqua, July 2-6, 2013
15. Stanton Park/Madison Public Library
16. Hampton Inn & Suites
17. Frank Lloyd Wright Vacation Rental House – Willoughby Hills
18. Fairport Lighthouse and Marine Museum*
19. Sunset Harbor Bar & Grille, on the shore of Lake Erie, Fairport Hbr.
20. Lake County's JB Productions present many dinner theater performances like Ricci Martin, Dean Martin's son
21. Headlands Beach State Park
22. Pickle Bill's Restaurant – Waterfront Dining

*National Historic Sites **Advance group reservations



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The above content was found on: www.lakevisit.com

35757 Lakeshore Blvd

Property Photos



35757 Lakeshore Blvd

Property Photos



35757 Lakeshore Blvd

Property Photos



Data Sheet

**Investment Property
Restaurant & Bar
35757 Lakeshore Blvd
Eastlake, OH 44095**

The Property

Address: 35757 Lakeshore Blvd, Eastlake OH, 44095
Zoning: LS – D (Lakeshore Development)
Lot Size: .246 acres +/-
Parcel Number: 34 - A - 018 - 0 - 00 - 039 - 0

Building

Number of Buildings: 1
Year Built: circa 1931
Facility Square Footage: 3,725 +/- per County - to be field verified by purchaser

Construction

Exterior Walls: Brick and Masonry
Framing: Wood and Masonry
Foundation: Poured Concrete
Roof: Sloped / Flat

Current Lease

- Current Term expires September 30, 2015
- 3 year option to renew 2015-2018 with escalations
- Tenant currently pays \$21,600 per year in base rent
- Tenant pays water, sewer, gas and electric
- Tenant pays most maintenance & repair expenses
- Landlord pays Real Estate Taxes

**All information to be verified by potential purchaser. Data listed above obtained from sources that are believed to be reliable but has not been verified by Seller or Broker.*

Location Map



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www.delorme.com



Scale 1 : 200,000
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mi
km
1" = 3.16 mi Data Zoom 10-0

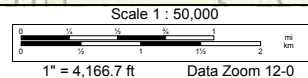
Location Map



Street Atlas USA® 2006 Plus



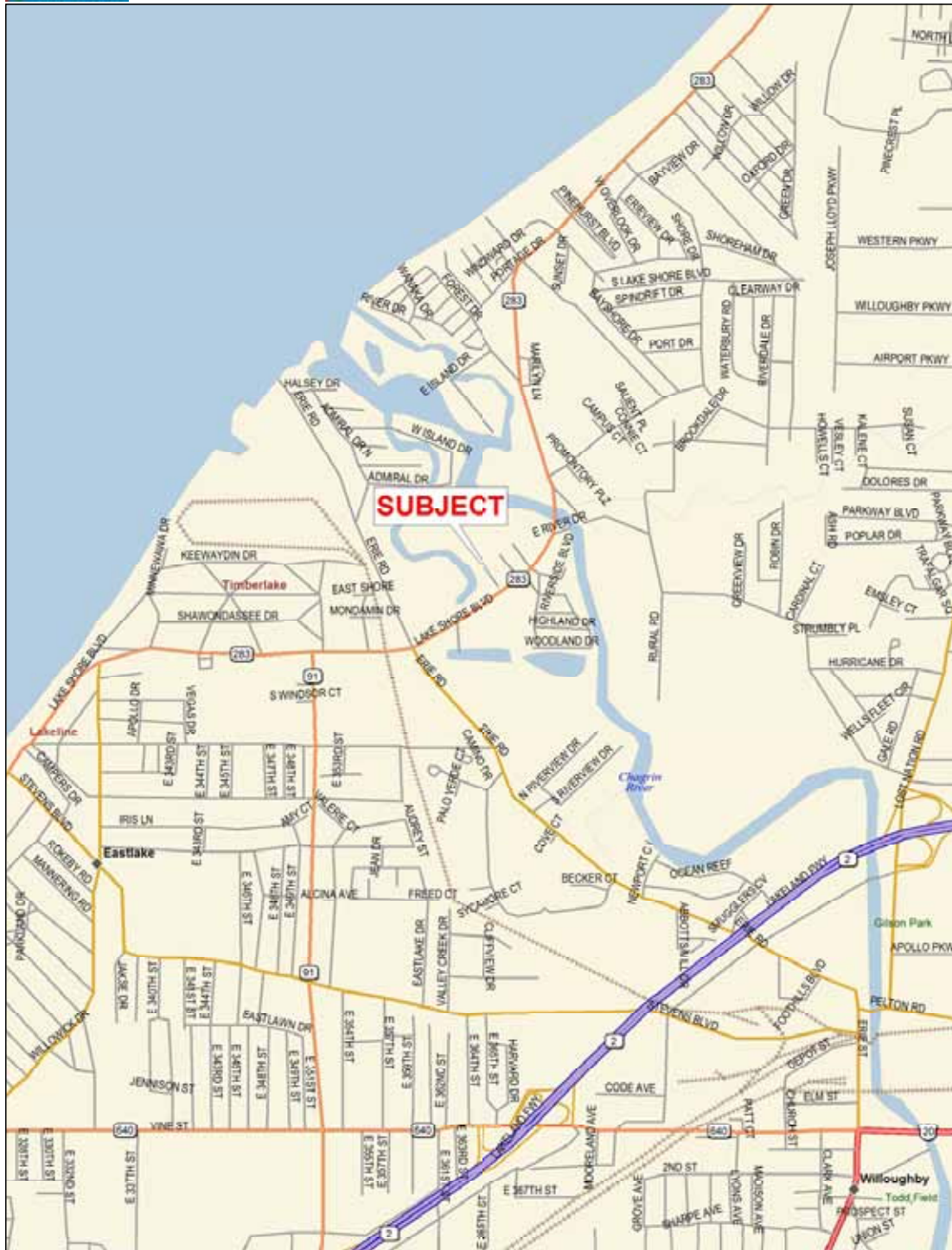
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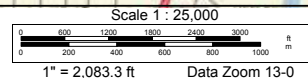
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Street Atlas USA® 2006 Plus



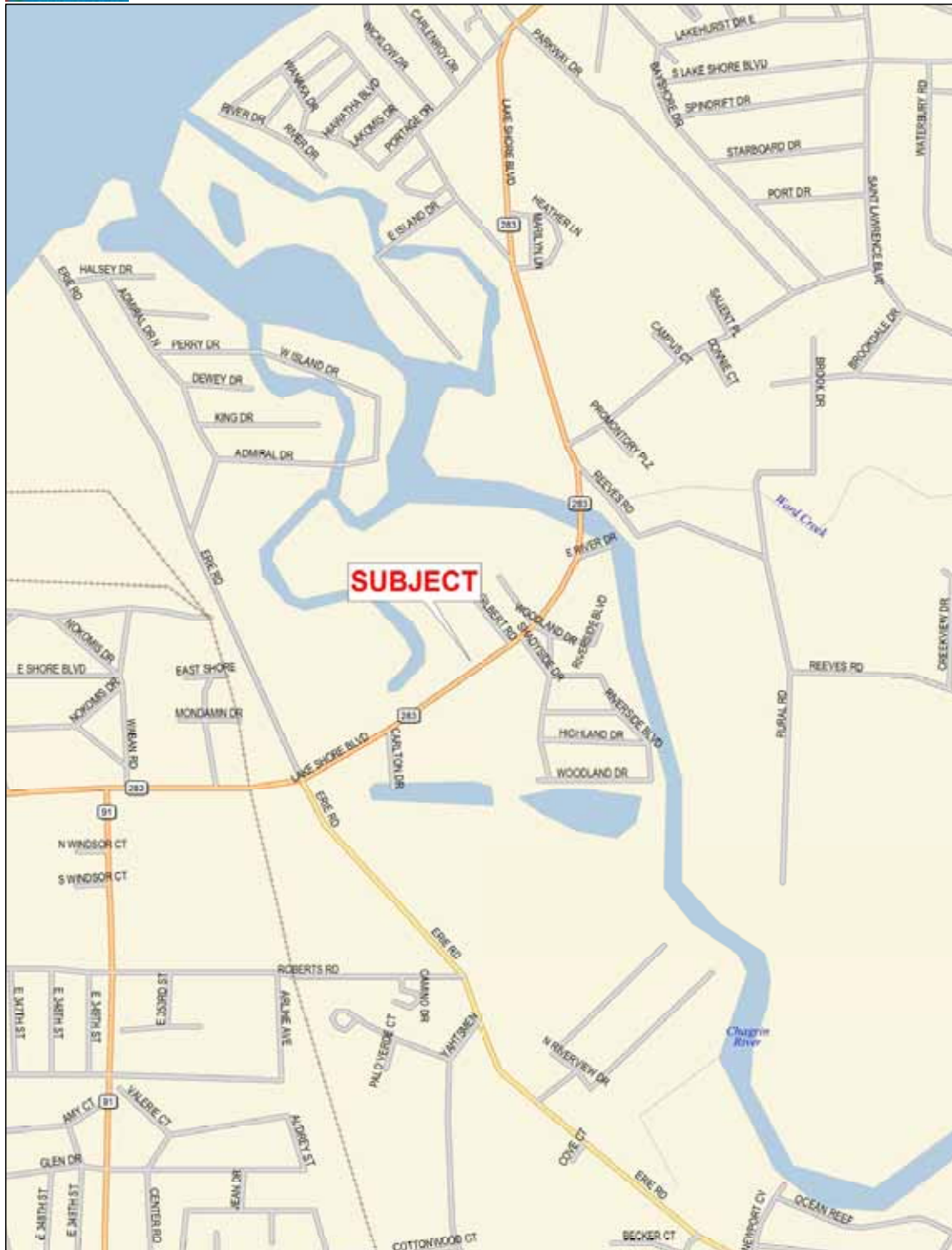
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Location Map



Street Atlas USA® 2006 Plus



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0 100 200 300 400 500
ft m
1" = 1,066.7 ft Data Zoom 14-0

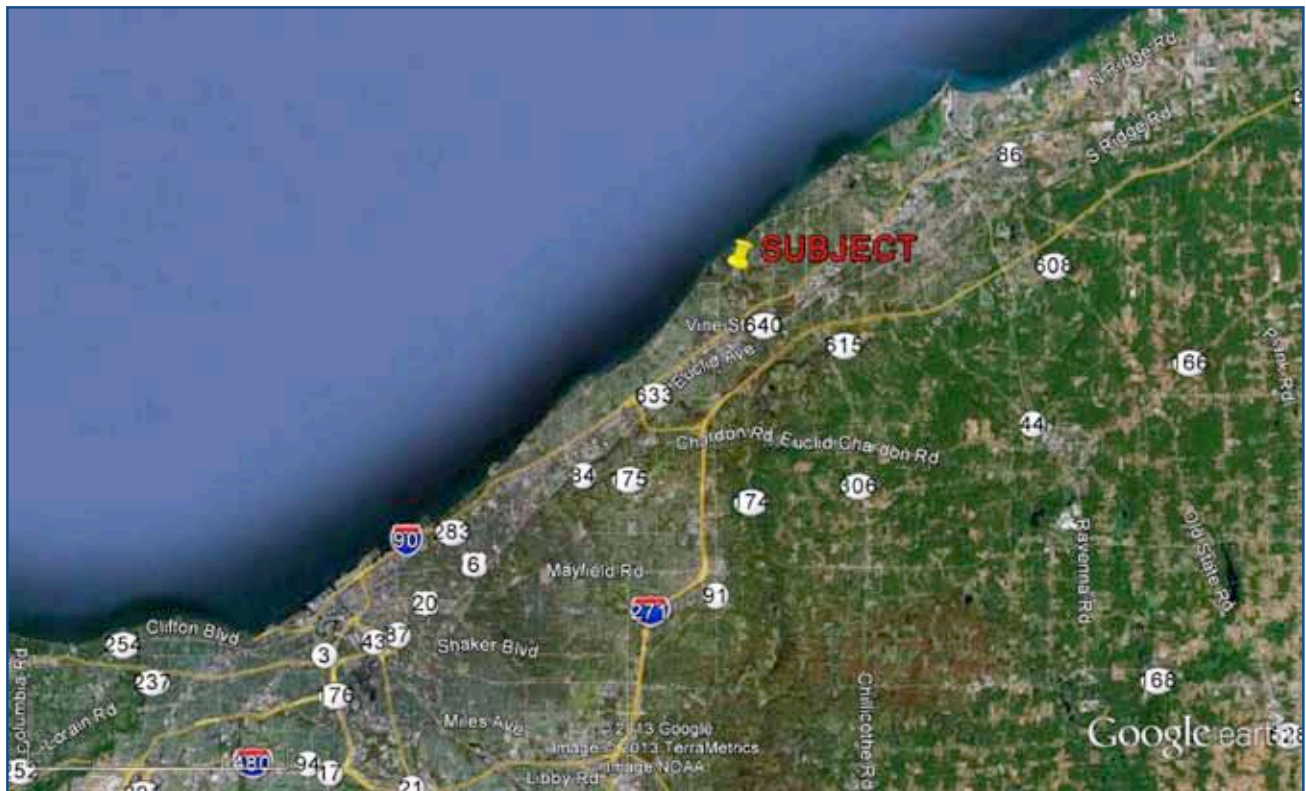
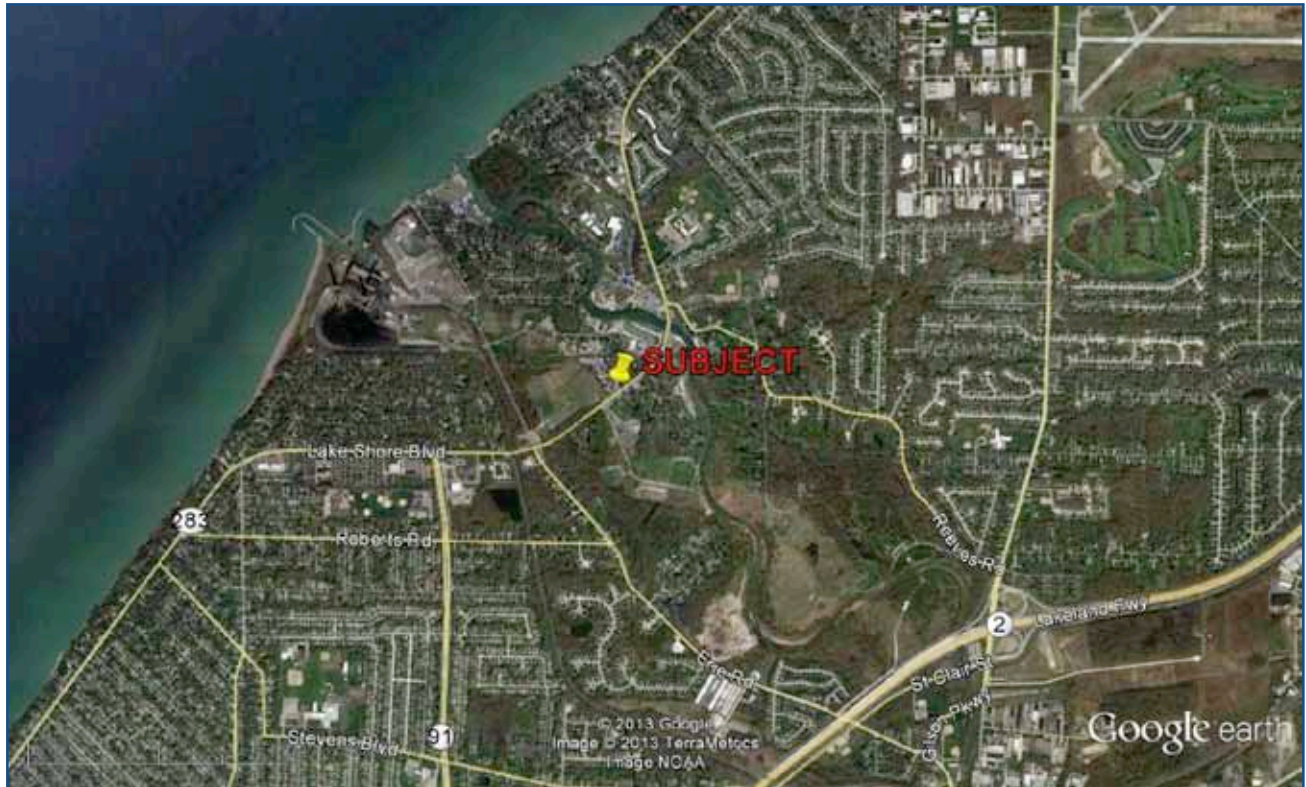
35757 Lakeshore Blvd

Aerial Photos

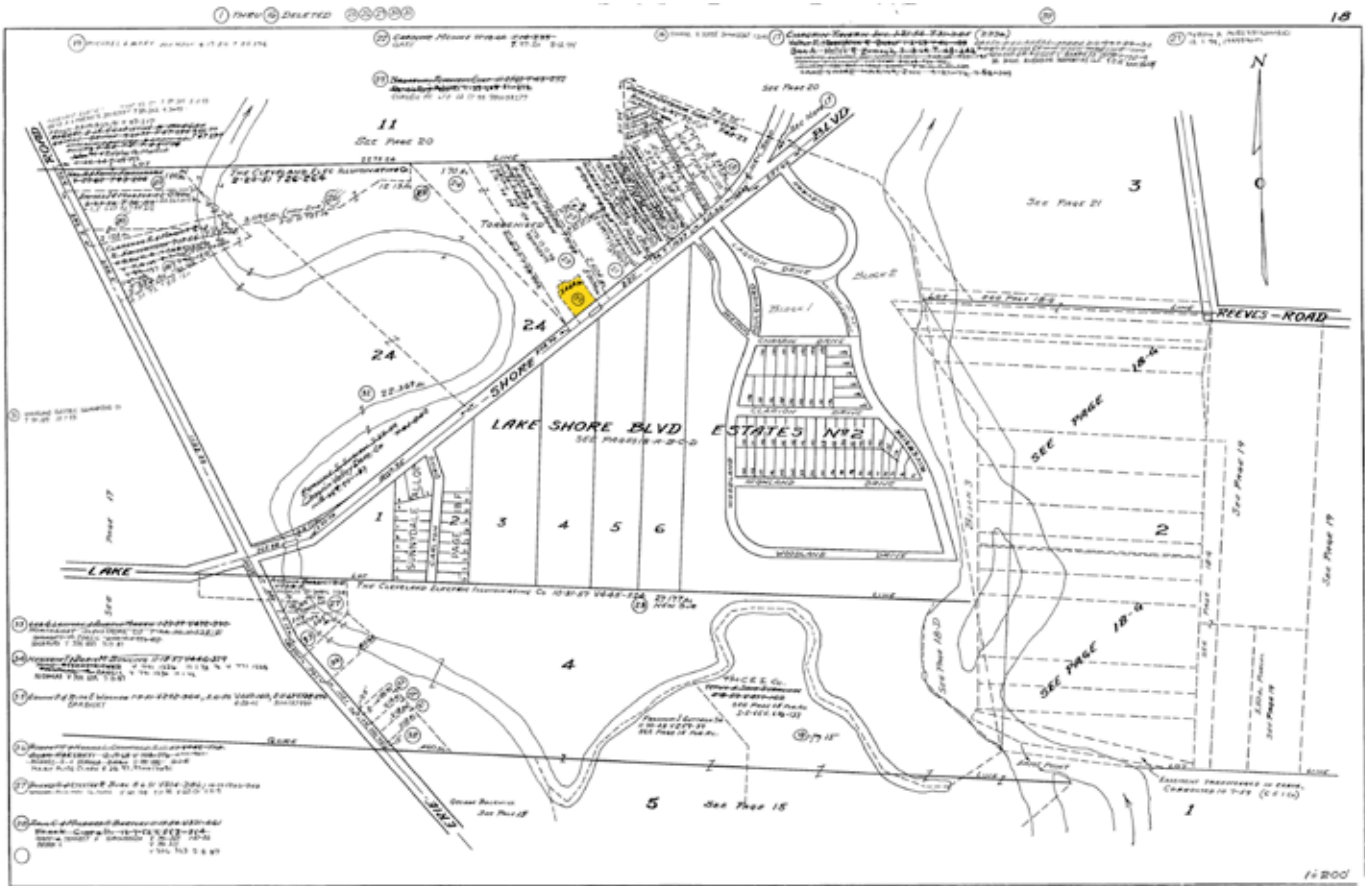


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Aerial Photos



Tax Map



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Tax Map



Ag Real Estate Group, Inc.

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www.agrealestategroup.com / info@agrealestategroup.com

Equipment List

- Moveable equipment, fixtures and equipment is owned by tenant and not being offered for sale.
- Permanent equipment attached to the building is being offered for sale.
- All offers to clearly list equipment, fixtures and equipment to be included in sale.

Zoning Use Information

1151.10 PERMITTED USES IN LS-D DISTRICT.

In the LS-D District, the following uses enumerated in this section are either main uses permitted by right, conditional uses permitted only upon obtaining a conditional use permit, or accessory uses permitted in association with a principal or conditional use.

(a) Main Uses. The following uses are permitted as main uses in the LS-D District:

- (1) Any main use permitted in the B-I District;
- (2) Any marina-related commercial activities not already permitted in the B-I District, such as boat sales, rental and repairs, provided that outdoor storage or display and sales of inventory, equipment, and/or vehicles (except accessory off-street parking) is prohibited;
- (3) Townhouses;
- (4) Trailer parlors, existing at the time of the adoption of this Zoning Code, which shall be developed, used and occupied subject to the regulations of Section [1151.12](#). No new trailer parks shall be permitted.

(b) Conditional Uses. Any use conditionally permitted in the B-1 or R-MF District may be permitted as a conditional use in the LS-D District subject to the provisions of Sections [1161.02](#) through [1161.04](#).

(c) Accessory Uses. Accessory uses shall be permitted in association with a principal or conditional use subject to the regulations in the respective B-1 and R-MF Districts. Accessory uses permitted in association with a trailer park shall include public or private recreational facilities, storage sheds, carports and administrations buildings incident to the management of a trailer park.

(Ord. 1996-021. Passed 2-12-96.)

1151.11 DEVELOPMENT STANDARDS FOR LS-D DISTRICT.

Permitted main uses in the LS-D District, as specified in Section [1151.10\(a\)](#), may be erected, reconstructed, enlarged, moved or structurally altered, only in compliance with the regulations and requirements of this section.

(a) Minimum Lot Area and Width. The area of any lot in the LS-D District shall be not less than one acre, and the width of such lot shall be not less than 150 feet.

(b) Maximum Lot Coverage. In the LS-D District, a main building shall cover no more than thirty percent (30%) of the area of the lot.

(c) Maximum Density. In the LS-D District, the maximum density of residential dwelling units shall be five units per acre. The total number of units permitted shall be calculated by multiplying the total land area being devoted to residential purposes, exclusive of public streets existing at the time the plan is submitted, by the maximum density allowable per acre.

(d) Yard and Parking Requirements.

(1) Yards and parking setbacks on lots in the LS-D District containing commercial uses shall comply with the requirements of Section [1147.04](#), except that the minimum front parking setback of lots with frontage on Lake Shore Boulevard shall be forty feet.

(2) Yards on lots in the LS-D District containing multi-family residences shall comply with the requirements of Sections [1145.03](#) and [1145.04](#) for an R-MF District except that the minimum front parking setback of lots with frontage on Lake Shore Boulevard shall be forty feet.

(e) Landscaping and Maintenance of Yards. Required yards and all other portions of the lot not covered by permitted structures shall be landscaped with grass, trees, shrubbery and/or other appropriate ground cover or landscaping material, which at all times shall be maintained in good and healthy condition, so as to assure adequate screening of parking and loading areas, as well as absorption of rainfall, and to prevent erosion from rapid run-off of surface water.

(f) Screening When Lot Abuts Residential District. When a lot in the LS-D District abuts any residential district, screening or buffering of parking and storage areas shall be provided in accordance with

the following regulations, and shall be approved as part of the development plan required by Section [1161.11](#).

- (1) Screening shall consist of one or a combination of the following:
 - A. A dense vegetative planting incorporating trees and/or shrubs of a variety which shall be equally effective in winter and summer.
 - B. A nonliving opaque structure such as a solid masonry wall, solidly constructed decorative fence, or louvered fence.
 - C. A landscaped mound or berm.
- (2) The height of screening shall be in accordance with the following:
 - A. Visual screening walls, fences, or mounds and fences in combination shall have a minimum height of five feet in order to accomplish the desired screening effect.
 - B. Vegetation shall be planted with such minimum height to assure that the required five feet screening effect shall be achieved not later than twelve months after the initial installation.
- (3) All screening shall be free of advertising or other signs, except for directional signs and other signs for the efficient flow of vehicles.
- (4) The required landscaping shall be maintained in healthy condition by the current owner or property owners' association, and replaced when necessary. Replacement material shall conform to the original intent of the landscape plan.

(g) Height Regulations.

- (1) The height of buildings and structures in the LS-D District shall comply with Schedule [1151.11\(g\)](#).

Schedule 1151.11(g)

MAXIMUM HEIGHT REGULATIONS IN THE LS-D DISTRICT

Use	Building Classification	Maximum Height
Commercial	Principal	35 ft.
	Accessory	15 ft.
Residential	Principal	35 ft.
	Accessory	15 ft.

- (2) The height of chimneys, church spires, ornamental towers, flagpoles, antennas, aerials, water tanks, street lighting and other permitted mechanical appurtenances are limited to a height not exceeding seventy-five feet above the finished grade nor more than ten feet above the roof of the building, whichever is greater. (Ord. 1996-021. Passed 2-12-96.)

1151.12 DEVELOPMENT STANDARDS FOR TRAILER PARKS IN LS-D DISTRICT.

Trailers and buildings, structures or land associated with trailer parks shall be used and trailers and buildings or structures associated with trailer parks shall hereafter be parked, erected, altered or enlarged, or designed to be used, in whole or in part, only in accordance with Chapter [1345](#).
(Ord. 1996-021. Passed 2-12-96.)

1151.13 DEVELOPMENT PLAN REVIEW FOR LS-D DISTRICT.

Any new construction of multi-family, business, institutional or recreational uses or existing or previously approved developments which propose to increase the number of dwelling units in a multi-family development, expand the floor area of commercial, institutional or recreational uses, or change a use which requires a modification in the amount of parking or the circulation on the site requires submission and approval of a development plan pursuant to Section [1161.11](#). (Ord. 1996-021. Passed 2-12-96.)

1147.02 PERMITTED USES.

In the three business districts, land and structures may be used or occupied, and structures may be erected, constructed or reconstructed, enlarged, moved or structurally altered, only for a main use specified for a particular district in Section [1147.02\(a\)](#), a conditional use in accordance with Section [1147.02\(b\)](#), or an accessory use to a permitted principal or conditional use in accordance with Section [1147.02\(c\)](#).

(a) Main Uses in B-1, B-2 and B-3 Districts. The main uses enumerated in Schedule [1147.02](#) are permitted by right in the district indicated, provided that all requirements of other City ordinances and this Code have been met.

(b) Conditional Uses in B-1, B-2 and B-3 Districts. The categories of conditional uses enumerated in Schedule [1147.02](#) may (together with their accessory uses) be permitted in the district indicated, provided they conform to the conditions, standards and requirements set forth for the particular use in Section [1161.03](#) and are approved for a particular zoning lot in accordance with the regulations and administrative procedures of Sections [1161.02](#) and [1161.04](#).

Schedule 1147.02

PERMITTED PRINCIPAL AND CONDITIONAL USES IN B-1, B-2 AND B-3 DISTRICTS

Permitted Uses	B-1 Retail Business District	B-2 General Business District	B-3 Office Business District
(1) Office/Professional/Service/Medical			
A. Professional, administrative offices.	P	P	P
B. Financial establishments without drive-thru facilities; offices.	P	P	P
C. Medical clinics.	P	P	P
D. Research laboratories.		P	P

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E. Radio, television transmission facilities.			P
F. Mortuaries, funeral homes.	C	P	C
G. Hospitals.	C	P	C
H. Veterinary hospitals.	C	P	
I. Urgent care clinics.	C	P	C
J. Nursing homes; intermediate and long term care facilities.	C	P	C

P = Permitted Use
C = Conditional Use

Permitted Uses	B-1 Retail Business District	B-2 General Business District	B-3 Office Business District
(2) Retail/Service			
A. Retail stores and services such as drugstore, laundry counter outlet, barber and beauty shops may be located in an office building pursuant to Section 1147.02(d) .	P	P	P
B. Retail stores such as grocery, drug, hardware and appliance, variety, department, camera and record, clothing and shoe, sporting goods, gifts, flowers and book stores.	P	P	
C. Restaurants without drive-thru facilities, including establishments selling soft drinks, juices and ice cream.	P	P	C
D. Drive-thru facilities	C	P	C
E. Establishments serving alcoholic beverages for consumption on the premises.	C	C	C
F. Barber and beauty shops; shoe repair, tailoring.	P	P	
G. Dry cleaning, laundry counter outlets, self-service laundry.	P	P	

Ag Real Estate Group, Inc.

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H. Retail greenhouses, including, outdoor storage.		P	
I. Pet shops.		P	P
J. Hotels, motels.	C	P	C
K. Tourist homes.			C
(3) Automotive			
A. Gasoline stations.	C	P	C
B. Service garages.		C	P
C. Car washes.		C	P
D. Auto sales, new, or new and used and auto retail.			P
E. Recreational vehicles, truck and boat sales and rental			C
F. Commercial parking lots.		C	P
G. Commercial parking garage.	C	C	C
(4) Commercial Entertainment/Recreation			
A. Amusement and recreational services conducted wholly within an enclosed building, including assembly halls, bowling lanes, dance halls, theaters and skating rinks.		C	P

P = Permitted Use
C = Conditional Use

Permitted Uses	B-1 Retail Business District	B-2 General Business District	B-3 Office Business District
(5) General Commercial			
A. Printing shops.		P	
B. Monument sales.		P	
C. Telephone exchange.		P	
D. Transformer stations.	C	P	C
(6) Institutional			
A. Schools.	C	C	C
B. Religious facilities.	C	C	C

C. Public libraries, museums.	C	C	C
D. Public administrative offices.	P	P	P
E. Municipal recreation buildings.	P	P	P
F. Parks, playgrounds.	P	P	P
G. Public safety facilities.	P	P	P
H. Public service and maintenance facilities.	C	C	
(7) Other Similar Uses	As determined in Section 1161.12		

P = Permitted Use

C = Conditional Use

(c) Accessory Uses in B-1, B-2 and B-3 Districts. Accessory uses permitted in B-1, B-2 and B-3 Districts include the following:

- (1) Off-street parking and loading areas, as regulated in Chapter 1155;
- (2) Storage sheds;
- (3) Trash and recycling receptacles, as regulated in Section [1147.08\(b\)](#);
- (4) Signs, as regulated in Chapter [1347](#); and
- (5) Other similar uses provided that any accessory use conforms to the following standards:

A. It is customarily accessory and clearly incidental and subordinate to the permitted principal or conditional use;

B. It does not involve the conduct of a trade or business except one related to and in furtherance of the permitted principal or conditional use and does not involve operations not in keeping with the character of the districts;

C. It is located on the same zoning lot as the permitted principal or conditional use; and

D. It is not likely to be a generator of a significant numbers of visitors independently to the permitted principal or conditional use.

(d) Retail and Services Located in B-3 District Office Buildings. Convenience retail and services may be located in an office building in the B-3 District provided the sum of the areas of such businesses occupy no more than fifty percent (50%) of the first floor area or fifteen percent (15%) of the floor area of the building, whichever is less.

(e) Outdoor Activities in the B-1, B-3 and LSS-DD Districts. Unless otherwise specifically permitted and regulated in this Code, all principal and conditionally permitted uses in the B-1 and B-3 and LS-DD Districts shall be conducted in a completely enclosed building or garden center except for accessory parking, loading and unloading, and trash receptacles and similar incidental accessory activities. (Ord. 1997-167. Passed 12-9-97.)

1147.02 PERMITTED USES.

In the three business districts, land and structures may be used or occupied, and structures may be erected, constructed or reconstructed, enlarged, moved or structurally altered, only for a main use specified for a particular district in Section 1147.02(a), a conditional use in accordance with Section 1147.02(b), or an accessory use to a permitted principal or conditional use in accordance with Section 1147.02(c).

(a) Main Uses in B-1, B-2 and B-3 Districts. The main uses enumerated in Schedule 1147.02 are permitted by right in the district indicated, provided that all requirements of other City ordinances and this Code have been met.

(b) Conditional Uses in B-1, B-2 and B-3 Districts. The categories of conditional uses enumerated in Schedule 1147.02 may (together with their accessory uses) be permitted in the district indicated, provided they conform to the conditions, standards and requirements set forth for the particular use in Section 1161.03 and are approved for a particular zoning lot in accordance with the regulations and administrative procedures of Sections 1161.02 and 1161.04.

Schedule 1147.02

PERMITTED PRINCIPAL AND CONDITIONAL USES IN B-1, B-2 AND B-3 DISTRICTS

Permitted Uses	B-1 Retail Business District	B-2 General Business District	B-3 Office Business District
(1) Office/Professional/Service/Medical			
A. Professional, administrative offices.	P	P	P
B. Financial establishments without drive-thru facilities; offices.	P	P	P
C. Medical clinics.	P	P	P
D. Research laboratories.		P	P
E. Radio, television transmission facilities.			P
F. Mortuaries, funeral homes.	C	P	C
G. Hospitals.	C	P	C
H. Veterinary hospitals.	C	P	
I. Urgent care clinics.	C	P	C
J. Nursing homes; intermediate and long term care facilities.	C	P	C

P = Permitted Use

C = Conditional Use

35757 Lakeshore Blvd

Permitted Uses	B-1 Retail Business District	B-2 General Business District	B-3 Office Business District
(2) Retail/Service			
A. Retail stores and services such as drugstore, laundry counter outlet, barber and beauty shops may be located in an office building pursuant to Section <u>1147.02(d)</u> .	P	P	P
B. Retail stores such as grocery, drug, hardware and appliance, variety, department, camera and record, clothing and shoe, sporting goods, gifts, flowers and book stores.	P	P	
C. Restaurants without drive-thru facilities, including establishments selling soft drinks, juices and ice cream.	P	P	C
D. Drive-thru facilities	C	P	C
E. Establishments serving alcoholic beverages for consumption on the premises.	C	C	C
F. Barber and beauty shops; shoe repair, tailoring.	P	P	
G. Dry cleaning, laundry counter outlets, self-service laundry.	P	P	
H. Retail greenhouses, including, outdoor storage.		P	
I. Pet shops.		P	P
J. Hotels, motels.	C	P	C
K. Tourist homes.			C
(3) Automotive			
A. Gasoline stations.	C	P	C
B. Service garages.		C	P
C. Car washes.		C	P
D. Auto sales, new, or new and used and auto retail.			P

35757 Lakeshore Blvd

E. Recreational vehicles, truck and boat sales and rental			C
F. Commercial parking lots.		C	P
G. Commercial parking garage.	C	C	C
(4) Commercial Entertainment/Recreation			
A. Amusement and recreational services conducted wholly within an enclosed building, including assembly halls, bowling lanes, dance halls, theaters and skating rinks.		C	P

P = Permitted Use
C = Conditional Use

	B-1 Retail Business District	B-2 General Business District	B-3 Office Business District
Permitted Uses			
(5) General Commercial			
A. Printing shops.		P	
B. Monument sales.		P	
C. Telephone exchange.		P	
D. Transformer stations.	C	P	C
(6) Institutional			
A. Schools.	C	C	C
B. Religious facilities.	C	C	C
C. Public libraries, museums.	C	C	C
D. Public administrative offices.	P	P	P
E. Municipal recreation buildings.	P	P	P
F. Parks, playgrounds.	P	P	P
G. Public safety facilities.	P	P	P
H. Public service and maintenance facilities.	C	C	
(7) Other Similar Uses	As determined in Section <u>1161.12</u>		

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(c) Accessory Uses in B-1, B-2 and B-3 Districts. Accessory uses permitted in B-1, B-2 and B-3 Districts include the following:

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- (2) Storage sheds;
- (3) Trash and recycling receptacles, as regulated in Section 1147.08(b);
- (4) Signs, as regulated in Chapter 1347; and
- (5) Other similar uses provided that any accessory use conforms to the following standards:

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Property Detail Report

Subject Property

**35757 Lake Shore Blvd
Eastlake, OH 44095-1572
Willoughby-Eastlake City - Lake
County**



Owner Info:

Owner Name : Chagrin Park Ltd	Tax Billing Zip+4 : 1325
Tax Billing Address : 1908 Mentor Ave	County Use Code : Restaurant/Bar
Tax Billing City & State : Painesville OH	Universal Land Use : Restaurant Building
Tax Billing Zip : 44077	

Location Info:

School District : Willoughby-Eastlake Csd	Zoning : T-P
Census Tract : 2020.00	

Tax Info:

Tax ID : 34-A-018-0-00-039-0	Total Assessment : \$170,910
Alt APN : 6	% Improv : 63%
Tax Year : 2012	Building Assessment : 97950
Annual Tax : \$4,282	Tax Area : 34
Assessment Year : 2012	Tax Appraisal Area : 34
Land Assessment : \$62,940	Legal Description : T Gore L 24 Jalisco's
Improved Assessment : \$107,970	Lot Number : 24

Characteristics:

(MLS data below displayed in grey)

Lot Acres : .24	Patio Type : Patio
Lot Shape : IRREGULAR	Approximate Finished SqFt : 3,724 3,725
Quality : Average	Total Units : 1
Year Built : 1931	Topography : Flat/Level
Water : Public	# of Buildings : 1
Sewer : Public Service	

Last Market Sale:

Owner Name : **Chagrin Park Ltd**

Sales History:

Recording Date : **12/17/1998**
Nominal : **Y**
Buyer Name : **Chagrin Park**
Seller Name : **Chagrin Park Co**
Document No : **58279**
Document Type : **Deed (Reg)**

Features:

Extra Features

Description	Sq Ft	Number	Width	Depth	Extra Fea Yr Blt	Value
Ci1 :	12,500				1931	
Wa3 :	300		6	50	2011	
Wa2 :	114		3	38	2011	
Fi1 :						
Rs1 :	144		8	18		
Rs1 :	160		10	16		

Ee1 :	160	10	16
Lp3 :	1,024	32	32

Courtesy of Eric Silver*
NEOHREX

The data within this report is compiled by CoreLogic from public and private sources. If desired, the accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

CONFIDENTIALITY AGREEMENT

This confidentiality agreement (the "Agreement") will serve to confirm and memorialize our understandings and agreements regarding certain materials, data and information (collectively, the "Confidential Materials") which are being made available for your review in connection with our discussions and negotiations concerning the buildings and land known as 35757 Lakeshore Blvd – in Eastlake, OH ("Property").

Furnishing to you the Confidential Materials is specifically conditioned upon your agreement, as evidenced below, to the following terms and conditions:

1. The Confidential Materials shall be used by you solely for evaluating a possible transaction exclusively for your own account, as principal in the transaction, and not as broker or agent for any other person. You shall keep all contents of the Confidential Materials strictly confidential; provided, however, that the Confidential Materials may be disclosed to such of your directors, officers, employees, counsel, accounting firms, and financial institutions who need to know such information for the purpose of assisting you with your possible purchase of the Property, following execution of this Agreement by those additional individuals listed. This Agreement shall be binding upon, such directors, officers, employees, counsel, accounting firms and financial institutions, , and you shall direct such third parties to treat such information with strict confidence and it is your obligation to inform all such persons and entities of this Agreement and obtain their consent to and acceptance of duties and obligations hereunder prior to disclosing any of the Confidential Materials.
2. You shall not copy or duplicate the Confidential Materials, and shall return the Confidential Materials to us promptly if you decide to terminate the Agreement. You agree that the owner of the Property or any related or associated entities ("Seller") will have no adequate remedy at law if you violate any of the terms of this Agreement. In such event, Seller shall have the right, in addition to any other right Seller may have, to seek injunctive relief to restrain any breach or threatened breach by you or specific enforcement of such terms.
3. You shall not disclose, and you will direct your representatives, who are given access to the Confidential Materials in accordance with the terms hereof, not to disclose, to any person, (i) that the Confidential Materials have been made available to you, (ii) that discussions or negotiations among you and Seller are now taking place or will take place, or (iii) any of the terms, conditions or other facts with respect to the possible acquisition of the Property.
4. You acknowledge and agree that we have endeavored to include in the Confidential Materials those materials, which we believe to be relevant in your evaluation of the Property for possible purchase and the Seller makes no representation or warranty as to the accuracy or completeness of the Confidential Materials. You also acknowledge that we have made no representations regarding the future performance or operating results of the Property.
5. You agree (i) that Seller shall not have any liability to you as a result of your use of the Confidential Materials and (ii) that you are expected to perform and are responsible for such due-diligence investigations and inspections of the Property, including but not limited to investigation of any structural, mechanical, or environmental conditions, as you may deem necessary or desirable, and as permitted by agreement with Seller, once a definitive sale agreement is executed.
6. An electronic copy of this Agreement reflecting complete signature shall be considered a binding agreement. Please sign below where indicated, fill out the requested information completely, and return this form in its entirety and in unaltered form as listed below.

7. You acknowledge that you are expressly prohibited from entering onto the Property and/or having any contact whatsoever with any employee of any entity related to Seller or with any tenant of the property without express written authorization from Seller to do so. Having such contact or entering onto the property shall be considered a material breach of this Agreement. Please advise Seller in writing, via email, no less than 24 hours before each time that you desire to enter the property or initiate contact with an employee, describing the specific purpose for such entry or contact.

Acknowledged and agreed this _ day of _____, 2013 by:

SIGNATURE:

Registered Potential Purchaser

PRINTED NAME:

TITLE:

COMPANY:

ADDRESS:

PHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS: