

# Ordinance No. 338-2021

**By Council Members Griffin, Bishop, Brancatelli and Kelley (by departmental request)**

## AN EMERGENCY ORDINANCE

Authorizing the Director of Public Works to enter into a property adoption agreement with North Park Place Partners LLC, or its designee, to improve and maintain a portion of Ambler Park, adjacent to a new housing development located at the northwest corner of Stokes Boulevard and Martin Luther King, Jr. Drive.

WHEREAS, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CLEVELAND:

Section 1. That, notwithstanding and as an exception to the provisions of Chapters 181 and 183 and Section 131.23 of the Codified Ordinances of Cleveland, Ohio, 1976, the Director of Public Works is authorized to enter into a property adoption agreement with North Park Place Partners LLC, or its designee, to improve and maintain a portion of Ambler Park, a City-owned park adjacent to a new housing development located at the northwest corner of Stokes Boulevard and Martin Luther King, Jr. Drive, by installing landscaping, a bike repair station, and a seating area to provide a respite for bikers and hiders traveling along the Lake to Lakes Trail as well as vehicular access into the development from Martin Luther King, Jr. Drive, more fully described as follows:

**LEGAL DESCRIPTION OF A 0.0701 ACRE  
ADOPTION AREA  
THROUGH PPN 121 28 001  
CITY OF CLEVELAND**

Situated in the City of Cleveland, County of Cuyahoga, and State of Ohio and known as being part of Original 100 Acre Lot No. 412, and within part of the land conveyed to the City of Cleveland by deed recorded in Volume 599, Page 457 of Cuyahoga County deed records and further bounded and described as follows:

Beginning at a 5/8" iron pin found (ID: Garrett) marking the northerly end of a curved turnout between the westerly line of Martin Luther King Junior Drive (formerly East Boulevard) and the northerly line of Stokes Boulevard S.E., 60 feet in width (formerly Fairmount Road S.E. and also known as Fairhill Road S.E.) as shown by the Alteration Plat of Fairmount Road S.E. recorded in Volume Q of Maps, Page 295 of Cuyahoga County Survey Records;

Thence N 00° 49' 46" W, along said westerly line of Martin Luther King Junior Drive, (which is also along Course No. 11 in said deed conveying land to the City of Cleveland and an easterly line of land conveyed to North Park Place Partners, LLC by deed recorded in AFN 201908200466 of Cuyahoga County Deed Records (PPN 129 01 001), a distance of 65.02 feet to a 5/8" iron pin found (ID: Garrett) and the principal point of beginning of the easement herein intended to be described;

Course No. 1 – Thence N 25° 51' 35" W, along Course No. 12 in said deed conveying land to the City of Cleveland and an easterly line of land conveyed to said North Park Place Partners, LLC, a distance of 126.25 feet to a northeasterly corner thereof, referenced by a 5/8" iron pin found;

Course No. 2 – Thence N 89° 10' 14" E, a distance of 53.42 feet to a point;

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Course No. 3 – Thence S 00° 49' 46" E, a distance of 114.39 feet the principal point of beginning and containing 0.0701 acres (3056 sq. ft.) of land as calculated and described by John E. Jansky, Registered Surveyor No. 6440 of Garrett and Associates, Engineers and Surveyors in December 2020 be the same more or less and subject to all legal highways and easements of record.

Section 2. That this property adoption shall not be construed as a conveyance of any right, title, or interest in public property, but is the grant of a privilege revocable at the will of Council.

Section 3. That the property adoption agreement shall be prepared by the Director of Law and shall include a requirement that the Park be maintained as a public park by North Park Place Partners LLC, or its designee, as well as such other provisions as recommended by the Director of Public Works and Director of Law.

Section 4. That the property adoption agreement shall be at no cost to either party and the term of this agreement shall be three (3) years and shall automatically renew from year to year thereafter unless terminated by either party.

Section 5. That North Park Place Partners LLC, or its designee, may assign this agreement to a condominium or homeowners association if one is formed for the housing development.

Section 6. That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

LW:nl  
5-10-2021  
FOR: Director Cox

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**READ FIRST TIME on MAY 10, 2021**

and referred to DIRECTORS of Public Works,  
City Planning Commission, Finance, Law;  
COMMITTEES on Municipal Services and Properties,  
Development Planning and Sustainability, Finance

REPORTS

CITY CLERK

READ SECOND TIME

CITY CLERK

READ THIRD TIME

PRESIDENT

CITY CLERK

APPROVED

MAYOR

Recorded Vol. **108** Page \_\_\_\_\_

Published in the City Record \_\_\_\_\_

## REPORT after second Reading

PASSAGE RECOMMENDED BY  
COMMITTEE ON  
**MUNICIPAL SERVICES  
AND PROPERTIES**

FILED WITH COMMITTEE

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PASSAGE RECOMMENDED BY  
COMMITTEE ON  
**DEVELOPMENT, PLANNING AND  
SUSTAINABILITY**

FILED WITH COMMITTEE

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PASSAGE RECOMMENDED BY  
COMMITTEE ON  
**FINANCE**

FILED WITH COMMITTEE

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