



# Bath Township Zoning

Summit County, Ohio  
3864 West Bath Road - P.O. Box 1188 - Bath, Ohio - 44210-1188  
Phone: 330.666.4007 - Fax: 330.666.0305  
www.bathtownship.org

BATH TOWNSHIP  
RECEIVED

## Zoning Variance Application

JUN 15 P 12:56

For office use only:	ARC File No.:	BZA File No.:
Associated permits:		

### Applicant Data

Name: Jason & Lisa Day

Company Name: N/A

Address: 12292 Bridgemont Avenue NW, Uniontown OH 44685

Telephone No.: 330-428-2667 Email: day2667@yahoo.com

### Property Data

Zoning District: (circle one) R-1 R-2 R-3 R-4 B-1 B-2 B-3 B-4 B-5

Corner Lot:  Yes  No Note: Corner lots are required to meet the front setback on both streets.

Property Address: 562 North Hametown Rd. 44333 Parcel No.: 0406147

Allotment Name: W of Hametown Rd & Willow Echoesallt Lot No.: 78

Owner(s): Denise Lutkus

Owner Address: 4602 Sweet West Rd. Middlefield OH 44062

Telephone No.: \_\_\_\_\_

### Variance(s) Requested

Below list the specific section from the Zoning Resolution from which the variance is being sought, a description of each variance being sought, and explain the practical difficulty justifying the application for each variance being sought. The Zoning Resolution is available online at [www.bathtownship.org](http://www.bathtownship.org) through the zoning link.

1. Section: 504.B Table 504.1 Description: Request for 10' variance to the required 60' front yard setback placing the front of the house at 50' from ROW

Practical Difficulty: Property hardship due to large portion of category 3 wetlands on the west side of property requiring a 50' buffer per code. The 10' variance is required to build a home of proportional size.

2. Section: 602.B4ci Description: Request for a 20' variance from the required 50' wetland buffer area per code for a category 3 wetland

Practical Difficulty: see attached

2. Practical Difficulty: Due to the 50' required riparian set back from the category 3 wetlands, this variance is required to construct a home of proportional size, along with the granting of variance #1. This variance would allow for a 3 bedroom, 51' in depth. Access to the buffer area will also be required for building equipment, set deck posts, and properly grade around the home for safety and enjoyment, while leaving the actual wetlands undisturbed.

3. Section: \_\_\_\_\_ Description: \_\_\_\_\_

Practical Difficulty: \_\_\_\_\_

4. Section: \_\_\_\_\_ Description: \_\_\_\_\_

Practical Difficulty: \_\_\_\_\_

Regarding Practical Difficulty

The factors to be considered and weighed to determine whether a property owner has encountered practical difficulties to justify an area variance are (but are not limited to) the following:

1. Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without the variance;
2. Whether the variance is substantial;
3. Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer substantial detriment as a result of the variance;
4. Whether the variance would adversely affect the delivery of governmental services (e.g., water, sewer, garbage);
5. Whether the property owner purchased the property with knowledge of the zoning restrictions;
6. Whether the property owner's predicament feasibly can be obviated through some method other than a variance;
7. Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting a variance.

Contiguous Property Owners List (name & tax mailing address)

- |     |                            |                            |         |
|-----|----------------------------|----------------------------|---------|
| 1.  | Elizabeth Doram -          | 538 N Hametown Rd, Bath OH | (south) |
| 2.  | Russell & Andrea Jones -   | 600 N Hametown Rd, Bath OH | (north) |
| 3.  | Mitchell A Naumoff -       | 561 N Hametown Rd, Bath OH | (east)  |
| 4.  | Jerome & Piangjai Schorr - | 587 N Hametown Rd, Bath OH | (east)  |
| 5.  | _____                      | _____                      | _____   |
| 6.  | _____                      | _____                      | _____   |
| 7.  | _____                      | _____                      | _____   |
| 8.  | _____                      | _____                      | _____   |
| 9.  | _____                      | _____                      | _____   |
| 10. | _____                      | _____                      | _____   |

Required Site Plan Data and Architectural/Construction Drawings

1. Nine (9) copies of site plan and plans along with a digital copy (ex: .pdf) of site plan and plans The site plan must show the following:
  - A North arrow and scale
  - Existing structures and dimensions
  - Driveway and road access locations (existing and/or proposed)
  - Proposed structure(s) and dimensions
  - All setbacks
  - Roads
  - Lot dimensions
  - Easements and details
  - Septic system and well location (if applicable)
  - Indicate the location of lakes, ponds, wetlands, ravines, or other unusual topography
  - Riparian Corridor(s) must be clearly indicated on all lots containing applicable watercourses
  - All slopes greater than 12% must be indicated on a two (2) foot contour interval map with the contours extending at least 100 feet beyond the lot lines
2. If applicable, nine (9) copies of the building/construction plans along with a digital copy (ex: .pdf) showing major details including height data must be submitted with the application.
3. An outline of the proposed project which gives an overview of the reasons the requested variance is necessary.
4. Digital copy of all required documents (i.e. .pdf file)

Applicant Certification

Applicant Signature:  Date: June 13, 2016

Fee – due at time of application (make check payable to Bath Township Trustees)

- for residential applications – two hundred dollars (\$200.00)
- for commercial/business applications – three hundred dollars (\$300.00)
- for major subdivisions or use variances – five hundred dollars (\$500.00)

For Office Use Only

Appearance Review Commission File No.: ARC - -

Board of Zoning Appeals File No.: BZA - -

Hearing Date: \_\_\_\_\_ Public Notice Date: \_\_\_\_\_

Published In: \_\_\_\_\_ Abutting Property Owners Notification Date: \_\_\_\_\_

- Approved       Approved with Conditions       Denied

Comments: \_\_\_\_\_

Zoning Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**VACANT LAND PURCHASE AGREEMENT  
OFFER, RECEIPT AND ACCEPTANCE**

1 Buyer Jason Day and Lisa Day hereby offers to buy:

2  
3 562 North Hametown Road Akron Ohio 0406147  
4 (Street Address) (Municipality) (Permanent Parcel or Tax I.D.)

5  
6 Revere Summit County 44333  
7 (School District) (County) (Post Office) (Zip)

8  
9 (the "Property"), which Buyer accepts in its "AS IS" PRESENT PHYSICAL CONDITION. The Property shall  
10 include the land, all appurtenant rights, including mineral rights, privileges and easements.  
11 Also included \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_

14 Legal Description: Buyer  has  has not received a legal description and/or plat map of the Property.  
15

16 PRICE: Buyer shall pay the sum of ..... \$ 56,900

17 Earnest money in the form of a check, payable to and deposited  
with Allegiance Title or Quest Title  
and credited against the purchase price. The check shall be  
deposited immediately upon Acceptance as herein defined ..... \$ 1,000 + \$4,000  
(5.22 / 17.05 / 219.220)

23 Balance of cash to be deposited in escrow ..... \$ 700

25 Mortgage loan to be obtained by Buyer ..... \$ 55,900 cash 700

27  Conventional  Other Seller is aware that buyer may be obtaining a loan prior to closing but closing is not  
contingent upon loan approval or commitment.  
28 \_\_\_\_\_  
29 \_\_\_\_\_  
30 \_\_\_\_\_  
31 \_\_\_\_\_

33 FINANCING: Buyer agrees to make written application for the above mortgage loan and order the  
34 appraisal within ten (10) days after the date of acceptance; to cooperate fully with the lender's  
35 requests for information; to use good faith efforts to obtain the loan; and, shall obtain a commitment  
36 for that loan on or before 07/29/2016

38 If, despite Buyer's good faith efforts, that commitment has not been obtained, then this Agreement  
39 shall be null and void and Buyer and Seller agree to sign a mutual release, except that Seller may  
40 grant an extension in writing. Upon signing of a mutual release by Buyer and Seller, the earnest money  
41 deposit shall be returned to Buyer without any further liability of either party to the other or to Broker(s)  
42 or Agent(s).

BUYER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

SELLER'S INITIALS AND DATE

SELLER'S INITIALS AND DATE

05/21/16  
  
05/21/16  
2:21PM EDT

05/21/16  
  
05/21/16  
2:21PM EDT

Property Address: 562 North Harnestown Road Alron

43 TITLE TRANSFER: All funds and documents necessary for the completion of this transaction shall be  
44 placed in escrow on or before 08/01/2016 and the deed shall be recorded on or  
45 about 08/01/2016

46  
47 POSSESSION: Seller shall deliver possession to Buyer upon title transfer or 08/01/2016  
48 whichever is later.

49  
50 TITLE: Seller shall convey a marketable title to Buyer by general warranty deed and/or fiduciary deed,  
51 if required, with dower rights released, free and clear of all liens and encumbrances whatsoever,  
52 except a) any mortgage assumed by Buyer, b) such restrictions, conditions, easements (however  
53 created) and encroachments as do not materially adversely affect the use or value of the Property,  
54 c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due  
55 and payable. Seller shall have fifteen (15) days after notice to remove title defect(s). If unable to do  
56 so, Buyer may either a) accept title subject to such defect(s) without any reduction in the purchase  
57 price or b) terminate this Agreement and Buyer and Seller agree to sign a mutual release. Upon  
58 signing of a mutual release by Buyer and Seller, the earnest money deposit shall be returned to Buyer  
59 without any further liability of either party to the other or to Broker(s) or Agent(s). Buyer is encouraged  
to obtain an Owner's Title Insurance Policy ("OTIP"). An OTIP is different from a lender's title  
insurance policy, which will not protect the Buyer from claims and challenges on the title. Seller shall  
furnish an OTIP from Allegiance Title or Quest Title as agreed to by Buyer and Seller.

*of American Land Title Affiliates if fees are the same or less than ALTA*

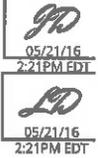
60 PRORATIONS: General taxes, annual maintenance fees, subdivision charges, special assessments, city  
61 and county charges shall be prorated as of the date of title transfer. Taxes and assessments shall be  
62 prorated based upon the latest available tax duplicate. Buyer and Seller are advised to consult with  
63 the county auditor's office about the status of property taxes and hereby acknowledge that the latest  
64 available tax duplicate may not reflect the accurate amount of taxes and assessments that will be  
65 owed. The Escrow Agent is instructed to contact the local government taxing authority, verify the  
66 correct tax value of the Property as of the date of title transfer, and pay the current taxes owing  
67 through the date of title transfer. Buyer and Seller agree to adjust directly any changes in proration  
68 when the tax duplicate for the calendar year of title transfer becomes available. In the event the  
69 Property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), the amount of such  
70 recoupment shall be paid by  Buyer  Seller.

71  
72 CHARGES/ESCROW INSTRUCTIONS: This Agreement shall be used as escrow instructions subject to the  
73 Escrow Agent's Standard Conditions of Acceptance of Escrow. If there is any conflict between the  
74 Escrow Agent's Standard Conditions of Acceptance of Escrow and this Agreement, the terms of this  
75 Agreement shall prevail.

76  
77 Seller shall pay the following costs through escrow: a) deed preparation; b) real estate transfer tax;  
78 c) any amount required to discharge any mortgage, lien or encumbrance not assumed by Buyer; d)  
79 title exam and one-half the cost of insuring premium for an Owner's Title Insurance Policy; e) pro-  
80 rations due Buyer; f) Broker's commissions pursuant to the listing agreement disbursed per listing  
81 agreement and Multiple Listing Service's Rules and Regulations; and g) one-half of the escrow fee.

82  
83 Buyer shall pay the following through escrow a) one-half of the escrow fee; b) one half the cost of  
84 insuring premiums for an Owner's Title Insurance Policy; c) all recording fees for the deed and any  
85 mortgage; and d) a commission of \$210.00 to Slouffer Realty, Inc. for brokerage services rendered to  
86 Buyer.

87  
88 Buyer and Seller hereby authorize and instruct Escrow Agent to send a copy of the fully signed Closing  
89 Disclosure/HUD-1 Settlement Statement to the Broker representing that party upon title transfer.



90  
91  
92  
93  
94  
BUYER'S INITIALS AND DATE BUYER'S INITIALS AND DATE

SELLER'S INITIALS AND DATE SELLER'S INITIALS AND DATE

Property Address: 562 North Hametown Road Akron

95 **MEGAN'S LAW:** Seller warrants that Seller has disclosed to Buyer all notices received pursuant to Ohio's  
96 Sex Offender Notification Law. Buyer acknowledges that the information disclosed may no longer be  
97 accurate and agrees to inquire with the local sheriff's office about sex offender registration. Buyer  
98 agrees to rely solely on Buyer's own inquiries as to registered sex offenders and has not and will not  
99 rely on Seller, Broker(s) or Agent(s) involved in the transaction.

100  
101 **CONDITION OF PROPERTY:** Buyer has examined the Property and agrees that the Property is being  
102 purchased in its "AS IS" PRESENT PHYSICAL CONDITION, including any defects disclosed by Seller on  
103 the Vacant Land Disclosure Form. Seller agrees to notify Buyer in writing of any changes to the Vacant  
104 Land Disclosure Form that arise before title transfer.  
105

106  1. Buyer has received Seller's completed Vacant Land Property Disclosure Form.  
107  2. Buyer has not received Seller's completed Vacant Land Property Disclosure Form and Seller  
108 agrees to deliver the same to Buyer within three (3) days after Acceptance.  
109

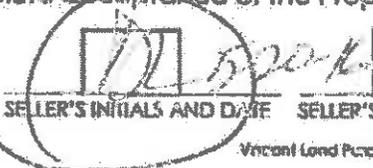
110 **REPRESENTATIONS AND DISCLAIMERS:** Buyer acknowledges that Seller completed the Vacant Land  
111 Property Disclosure Form unless otherwise stated above. Buyer agrees that Broker(s) or Agent(s) shall  
112 not be liable for any representations or omissions of the Seller. Buyer also acknowledges and agrees  
113 that Broker(s) or Agent(s) has no obligation to verify or investigate the information provided by Seller  
114 on that form. Buyer hereby acknowledges that any representation by Seller, Broker(s) or Agent(s)  
115 regarding lot dimensions; homeowner's fees; public and private assessments; taxes and special  
116 assessments; soil and environmental conditions; flooding or flood zones; availability and/or condition  
117 of septic, sewer, well, well water or city water; feasibility for construction; zoning; easements;  
118 surveying; boundaries and deed restrictions are approximate and not guaranteed.  
119

120 Please list any and all verbal representations made by Broker(s) or Agent(s) that you relied upon when  
121 purchasing this Property. (If none, write "none") none  
122

123 **INSPECTION(S):** This Agreement shall be subject to the following inspection(s) by a professional  
124 inspector(s) or contractor(s) of Buyer's exclusive choice within the specified number of days from  
125 Acceptance to ascertain if the Property is suitable for Buyer's intended use. Buyer agrees that Buyer  
126 assumes sole responsibility to select and retain a professional inspector or contractor for each  
127 requested inspection and releases Broker(s) and Agent(s) from any and all liability regarding the  
128 selection or retention of the inspector or contractor. If Buyer does not elect inspections, Buyer  
129 acknowledges that Buyer is acting against the advice of Broker and Agent(s). Buyer understands that  
130 all real property and improvements may contain defects and conditions that are not readily apparent  
131 and which may affect a property's use or value. Buyer and Seller agree that Broker(s) and Agent(s)  
132 do not guarantee or in any way assume responsibility for the Property's systems and condition. Buyer  
133 acknowledges that it is Buyer's own duty to exercise reasonable care to inspect and make diligent  
134 inquiry of Buyer's inspector and contractor and Seller regarding the Property, including its systems and  
135 conditions for Buyer's intended use. Buyer is responsible for any damage to the Property caused by  
136 any inspection or test. Buyer and Agent(s) may access the Property for purposes of inspections,  
137 surveys, tests and any other such evaluations as provided in this Agreement.  
138

139 Inspections required by any state, county or local government do not necessarily eliminate the need  
140 for the inspections listed below. Seller agrees to deposit into escrow any disclosures or municipal point  
141 of sale inspections as may be required by law.  
142

143 **Waiver:**   (initials) Buyer elects to waive each professional inspection to which  
144 Buyer has not indicated "yes". Any failure by Buyer to perform any inspections indicated "yes" herein  
145 is a waiver of such inspection and shall be deemed absolute acceptance of the Property by Buyer in  
146 its "as is" condition.

 BUYER'S INITIALS AND DATE  BUYER'S INITIALS AND DATE  SELLER'S INITIALS AND DATE  SELLER'S INITIALS AND DATE

Property Address: 562 North Hamertown Road Akron

147  Yes  No Soil Tests: Within 40 days from acceptance, at  Buyer  Seller expense, from a  
148 professional soil testing company, a written report for percolation tests and/or any other tests and/or  
149 additional soil investigations required by Buyer to ascertain whether the Property is suitable for any  
150 improvements which Buyer proposes to make to the Property.

151

152  Yes  No Well/Water Potability: Within 40 days from acceptance, at  Buyer  Seller  
153 expense, from a professional inspector/well contractor, a written well report for satisfactory evidence  
154 and knowledge that potable water can be found at the subject Property. Buyer shall use his best  
155 efforts to obtain such evidence.

156

157  Yes  No Septic Permit: Within 40 days from acceptance, at  Buyer  Seller expense, a  
158 septic system installation permit from the appropriate authority.

159

160  Yes  No Environmental Inspections: Within 62 days from acceptance, at  Buyer  Seller  
161 expense, an environmental inspection of the Property to determine the existence of any  
162 environmental hazard and/or contamination on or adjacent to the Property and/or any wetlands  
163 conditions which may exist on the Property and whether or not those areas would impede the  
164 intended use of the Property.

165

Bath Twp zoning meeting is 7/19

166  Yes  No Title, Zoning, and Usaget: Within 62 days from acceptance, Buyer shall have the  
167 right, at  Buyer  Seller expense, to order, review and approve a title commitment setting forth the  
168 condition of the Property and also to review and approve all local and county records including,  
169 without limitation, the recorded plat, easements of record, flood plain maps, applicable ordinances,  
170 the location and availability of utilities, availability of water and sewer tie-ins, cost of tap-in and other  
171 local and county fees, and to determine whether the Property is suitable for proposed use.

172

173  Yes  No Regulations, By-laws, and Restrictions: Seller agrees to deliver a copy of any Association  
174 Regulations, By-Laws and Deed Restrictions to the Buyer within 5 days from acceptance. Buyer  
175 will accept or reject said Regulations, By-Laws and Deed Restrictions within 10 days from receipt.

176

177  Yes  No Survey: Within 40 days from acceptance, if Seller has not provided Buyer with a  
178 survey of the Property, Buyer, at Buyer's expense, shall have the right to have the Property surveyed  
179 by a licensed surveyor.

180

181  Yes  No Other: Within 62 days from acceptance, Buyer to obtain, at  Buyer  Seller  
182 expense, from a professional inspector or contractor: any inspection necessitated by above due diligence

183

184

185 Within three (3) days after completion of the last inspection, Buyer shall elect one of the following:

186

187 a. Remove the inspection contingency and accept the Property in its "as is" present physical  
188 condition. If the Property is accepted in its "as is" present physical condition, Buyer and Seller  
189 agree to sign a *Removal of Contingency* removing the inspection contingency and this  
190 Agreement will proceed in full force and effect; OR

191

192 b. Accept the Property subject to Seller agreeing to have specific items identified in a written  
193 inspection report professionally repaired by a qualified contractor at Seller's expense. If the

  
BUYER'S INITIALS AND DATE

  
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SELLER'S INITIALS AND DATE

  
SELLER'S INITIALS AND DATE

Property Address: 562 North Hametown Road, Akron

194 Property is accepted subject to Seller repairing specific defects. Buyer agrees to provide Seller  
195 written inspection report(s), if requested, and to sign an Amendment to the Vacant Land  
196 Purchase Agreement removing the inspection contingency and identifying the defect(s) to be  
197 repaired. Buyer and Seller shall have three (3) days from Seller's receipt of the written defect(s)  
198 and inspection report(s), if requested, to agree in writing which defect(s), if any, will be repaired  
199 at Seller's expense. If Buyer and Seller do not sign a written agreement within those three (3) days,  
200 then this Agreement is null and void and Buyer and Seller agree to sign a mutual release. Upon  
201 signing of a mutual release by Buyer and Seller, the earnest money deposit shall be returned to  
202 Buyer without any further liability of either party to the other or to Broker(s) or Agent(s); Or  
203

204 c. Terminate this Agreement if written inspection report(s) identify material latent defect(s) not  
205 previously disclosed in writing by Seller. If Buyer elects to terminate this Agreement based upon  
206 newly discovered material latent defect(s) in the Property, Buyer agrees to provide Seller written  
207 inspection report(s), if requested, and Buyer and Seller agree to sign a mutual release. Upon  
208 signing of a mutual release by Buyer and Seller, the earnest money deposit shall be returned to  
209 Buyer without any further liability of either party to the other or to Broker(s) or Agent(s).  
210

211 Buyer shall be responsible for the repair and restoration of any damage to the Property that may be  
212 caused by Buyer's inspection(s).  
213

214 Buyer and Seller may agree in writing to extend the dates for inspection(s) and/or repair(s). Seller  
215 agrees to provide reasonable access to the Property for Buyer to review and approve any conditions  
216 repaired by Seller. Prior to title transfer Seller shall provide Buyer paid repair receipts and warranties, if  
217 any, for any repairs.  
218

219 ADDITIONAL TERMS: Once all contingencies removed, buyers to provide additional \$4,000 earnest money. Closing  
220 contingent upon suitability of lot for buyer intended purpose and removal of all inspection contingencies.  
221  
222

223 **ADDENDA:** The following Addenda are made part of this Agreement:  
224  
225

- 226  State of Ohio Agency Disclosure Form
  - 227  Affiliated Business Arrangement Disclosure Statement
  - 228  Vacant Land Disclosure Form
  - 229  Other (specify) \_\_\_\_\_
- Plot
  - Survey
  - Legal Description
  - Title Commitment

231 The terms and conditions of all such addenda or attachments shall supersede any conflicting terms in  
232 this Agreement.  
233

234 **EARNEST MONEY:** In the event of a dispute between Buyer and Seller regarding disbursement of  
235 earnest money, Buyer and Seller acknowledge and agree that such funds are held until (a) written  
236 instructions signed by Buyer and Seller specifying how the earnest money is to be disbursed or (b) a  
237 final court order that specifies to whom the earnest money is to be paid. If within two (2) years from  
238 the date the earnest money was deposited, Buyer and Seller have not provided such signed  
239 instructions or written notice that such legal action to resolve the dispute has been filed, Buyer and  
240 Seller hereby agree that the earnest money shall be returned to Buyer with no further notice to Seller.  
241 Upon title transfer, Broker shall have the right to apply earnest money held by Broker towards Broker's  
242 earned real estate commission.

BUYER'S INITIALS AND DATE    BUYER'S INITIALS AND DATE

SELLER'S INITIALS AND DATE    SELLER'S INITIALS AND DATE

Property Address: 562 North Hametown Road Akron

243 **EARNEST MONEY RECEIPT:** Receipt is hereby acknowledged of a \$ 1,000 earnest money  
244 check, subject to the terms of this Agreement:  
245 **Stouffer Realty, inc.** (License # 0000433158)  
246

247 BY \_\_\_\_\_ Office \_\_\_\_\_ Phone \_\_\_\_\_

249 **BINDING AGREEMENT:** "Acceptance" shall occur when the latter of the parties signs this Agreement  
250 without making material change and then delivers either written or verbal notice of such signatures  
251 to the other party or the other party's Agent. Upon Acceptance, this Agreement and all attachments  
252 and addenda shall become a legally binding agreement upon Buyer, Seller and their heirs, executors,  
253 administrators and assigns and shall represent the entire understanding of the parties regarding this  
254 Agreement. All changes to this Agreement shall be in writing and signed/initialed by all parties.  
255 Facsimile, scanned, and/or electronic signatures of the parties shall be deemed binding and valid.  
256 For purposes of this Agreement, "days" are defined as calendar days. If Seller is an entity other than  
257 an individual, then the representative signing the Agreement represents and warrants that he or she  
258 has full authority to do so and can bind the entity.  
259

260 This Agreement is a legally binding contract. Broker(s) and Agent(s) cannot provide legal advice.  
261 You are advised to consult an attorney with questions.

262 BUYER BUYER

264 Print Name Lisa Day Print Name Jason Day

265 Date \_\_\_\_\_ Date \_\_\_\_\_

266 Address \_\_\_\_\_ Zip \_\_\_\_\_

268 **ACCEPTANCE:** Seller accepts the above offer.

269 SELLER SELLER \_\_\_\_\_

271 Print Name X Denise Lutter Print Name \_\_\_\_\_

272 Date X 5-20-16 Date \_\_\_\_\_

273 Address X 4602 Sweet West 2 Middlefield, OH Zip 44062

275 Selling Broker's Name and License #, Address and Phone Listing Broker's Name and License #, Address and Phone

276 Stouffer Realty, Inc License #0000433158 ReMax crossroads #2005008120  
277 17149 South Park Center  
278 Strongsville, OH 44136  
279 440-846-0077 crossroads@remax  
neo.com

281 Selling Agent's Name and License #, Phone and Email Listing Agent's Name and License#, Phone and Email

282 Robin Rohrich Yvonne Highley  
283 2013001628 265775  
284 RRohrich@gmail.com highleyrecommended1@hotmail.com

BUYER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

SELLER'S INITIALS AND DATE

SELLER'S INITIALS AND DATE

June 14, 2016

To Whom it May Concern,

Please accept our application to request variances for property located at:  
562 North Hametown Road, Bath Township.

We are currently under contract to purchase this property, contingent upon approval of the variance approval requested within. The property has been granted such variances in the past to current owner, Denise Lutkas. The property being over 4 acres in total, includes 3 acres of wetlands, which pose a hardship for the buildable area of the property. The wetlands have been classified as category 3, requiring a 50' foot riparian buffer zone around the wetlands. This buffer zone encroaches considerably into the buildable area, creating a need for a variance at the or street set back.

With granting of the included application for variances of 10' feet at the street set back, and 20' at the riparian buffer zone, this would allow a buildable area of suitable size for a 3 bedroom/ 3 bath home for our family.

We understand the importance of preserving the wetlands and our building plan in no way intrudes into the actual wetland area. Our family fully intends preserve the wetland and accepts responsibility to keep them in their current state.

Sincerely,



Jason & Lisa Day