



COMMUNITY DEVELOPMENT • 115 Executive Parkway, Suite 400 • Hudson, Ohio 44236 • (330) 342-1790

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DATE: October 4, 2017

TO: City of Hudson Planning Commission for October 9, 2017 Meeting

FROM: Greg Hannan, City Planner  
Mark Richardson, Community Development Director

SUBJECT: Conditional Use Review for 53 Milford Road (Parcel No. 3202673)  
The Malted Meeple – Entertainment and Indoor Amusement Facility

ZONING: District 5 – Village Core District

PC Case No: 2017-1797

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### **Project Introduction**

Application has been received for the Malted Meeple to occupy the 4,990 square foot building at 53 Milford Road. The business intends to relocate from its existing location at 5100 Darrow Road. The subject property and adjacent areas are located within District 5 Village Core District. The site is adjacent to Acme Grocery to the north, Norfolk Southern rail spur to the south and commercial office development to the east and west.

The following information is attached to this report.

1. Use description letter submitted by the applicant, received, September 11, 2017.
2. Floor plan and concept site plan depicting parking options, prepared by Fidei Architecture, LLC, submitted September 11, 2017.
3. Parking easement between property owners of 53 Milford Road and 45 Milford Road.
4. Hudson GIS aerial photograph of the subject property.

### **Applicable Use Regulations, Section 1206**

The proposed entertainment and amusement facility is permitted as a conditional use within District 5. Staff understands the proposed use includes a board game café where patrons pay a table fee for use of the facility, access to the games library, and instruction on how to play. Additionally, the use includes limited food and beverage sales including snacks, milkshakes, and alcoholic beverages. The use also includes party rooms and multiple puzzle/escape rooms in which players must solve puzzles to get out.

The application is subject to compliance with the following general conditional use standards of Section 1206.02:

- (1) *The use is consistent with the policies and intent of the Comprehensive Plan.*
- (2) *The use is physically and operationally compatible with the surrounding neighborhood.*

- (3) The use can generally be accommodated on the site consistent with any architectural and design standards set forth in the applicable district regulations of this Code.*
- (4) Access points are located as far as possible from intersections and adequate sight distances are maintained.*
- (5) On-site and off-site traffic circulation patterns shall not adversely impact adjacent uses.*
- (6) The use will be adequately served by public facilities and services*
- (7) The use provides adequate off-street parking on the same property as the use.*
- (8) The use will be screened with fencing and/or landscaping in excess of what is required in of this Code if the use may otherwise result in an adverse impact.*
- (9) The use is proposed at a density consistent with that of the existing neighborhood.*

The proposed use is in compliance with the above standards.

### **Applicable Zoning Development and Site Plan Standards, Section 1207**

Staff compared the proposal to zoning development and site plan standards. We comment on the following:

**Parking:** Indoor entertainment and amusement facilities are required to provide one parking stall per three seats of capacity. The facility is proposed with a maximum occupancy of 100 patrons required 34 parking spaces. The existing parking lot contains 20 spaces. The applicant has executed a shared parking agreement with the adjacent property to the east to provide access to an additional 32 spaces. Staff notes the adjacent property at 45 Milford contains 18 excess parking spaces per LDC requirements and would have different peak hours than the proposed peak times of the Malted Meeple.

### **Findings:**

The staff finds that the application complies with the purposes and intent of the code and community plans, regulations that minimize land disturbance and protect environmental features, and other applicable development regulations as specified in Section 1204.04 except as discussed above and recommended below.

### **Required PC Action, Chapter 1203.09(g)(3)**

The PC shall consider the development application, the staff report, and then take final action. PC shall approve, approve with conditions, or deny the application based on its compliance with the appropriate review standards. All decisions of the Commission shall be based on findings of fact related to the relevant standards of the Code.

### **Recommendation**

Approve the application for Conditional Use (indoor entertainment and amusement facility) for the Malted Meeple at 53 Milford Drive per Case No. 2017-1797 according to plans submitted September 11, 2017.



James E. Reed  
Phone: (330) 730-4057  
jim@maltedmeeple.com

September 10, 2017

City of Hudson  
Planning Commission  
via Online Submission

Dear Ladies and Gentlemen:

Please accept this letter along with our application for conditional use for 53 Milford Drive as a Commercial Recreational facility. The Malted Meeple intends to move its existing operations at 5100 Darrow Road to 53 Milford Drive in order to be more centrally located for our Hudson clientele.

As Northeast Ohio's first board game café, The Malted Meeple provides a great place and a great way to spend quality time with family and friends. We offer our guests access to a library of nearly 300 hobby board games, instructors to teach those games, a comfortable environment in which to play them, and a variety of snacks, hand crafted milkshakes and other beverages to enjoy while playing them. The new location at 53 Milford Drive is significantly larger than our existing location, which will allow us to increase our number of available private event/party rooms, and will also allow the addition of several puzzle and escape rooms.

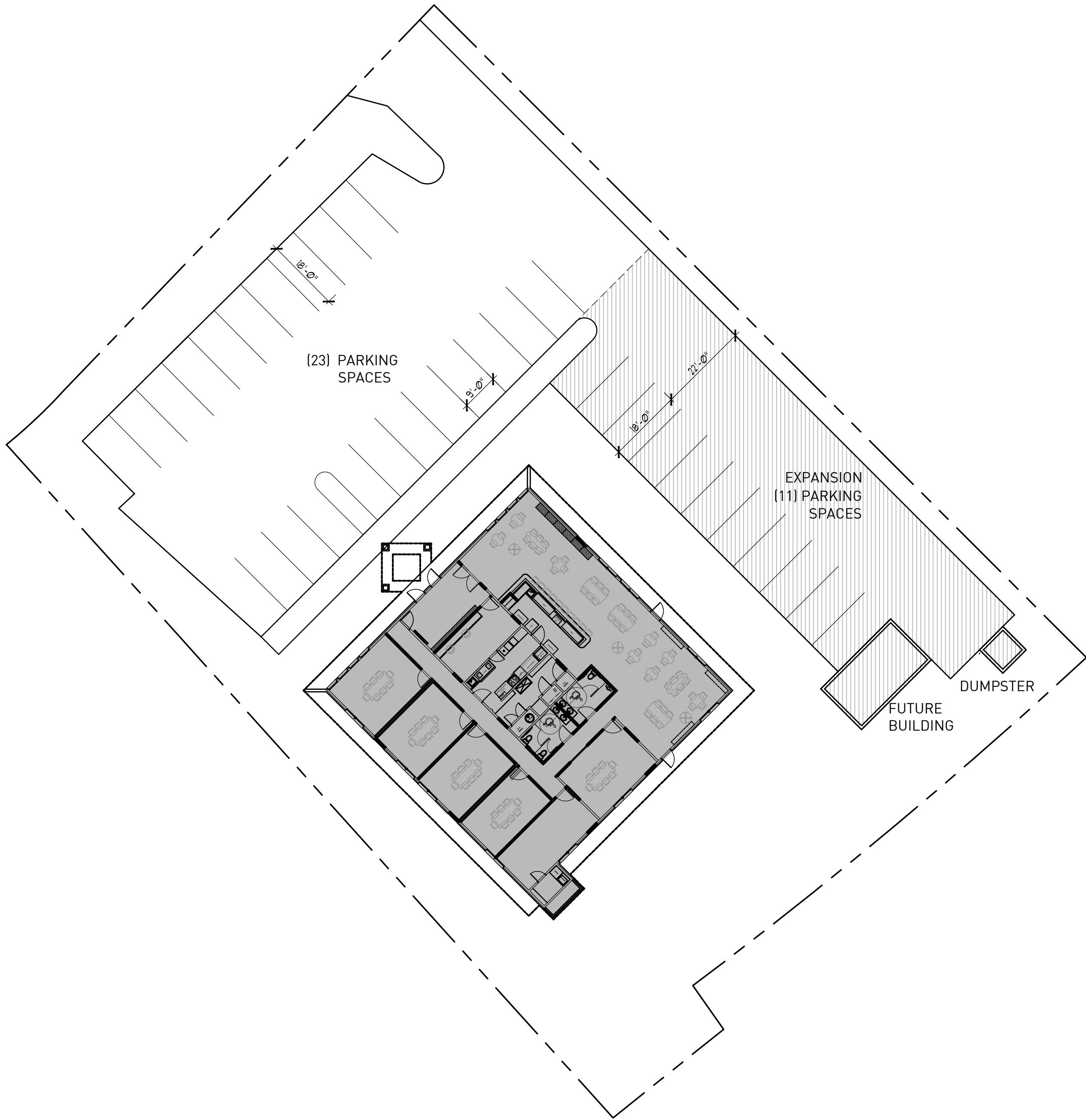
In our existing location The Malted Meeple is open from 4:00 PM to 11:00 PM Monday through Thursday, 4:00 PM to 2:00 AM Friday and Noon to 2:00 AM Saturday. We expect that we will hold similar hours in the 53 Milford location.

The property at 53 Milford currently contains 21 parking spaces, which we understand does not meet the code requirements for our requested use. We have two alternative solutions to this issue. Our primary solution is the creation of a shared parking arrangement with one of the neighboring properties. This solution would provide up to an additional 32 parking spots for our guests' use. Discussions are underway, and we are confident that we will be able to secure a recorded easement for this purpose. Alternately, there is space on 53 Milford itself to expand our existing parking lot, adding up to an additional 22 spaces. While this is not our preferred alternative, we are prepared to pursue this option in the event we are unable to arrange shared parking.

If there are any questions I can answer or additional information I can provide, please do not hesitate to let me know.

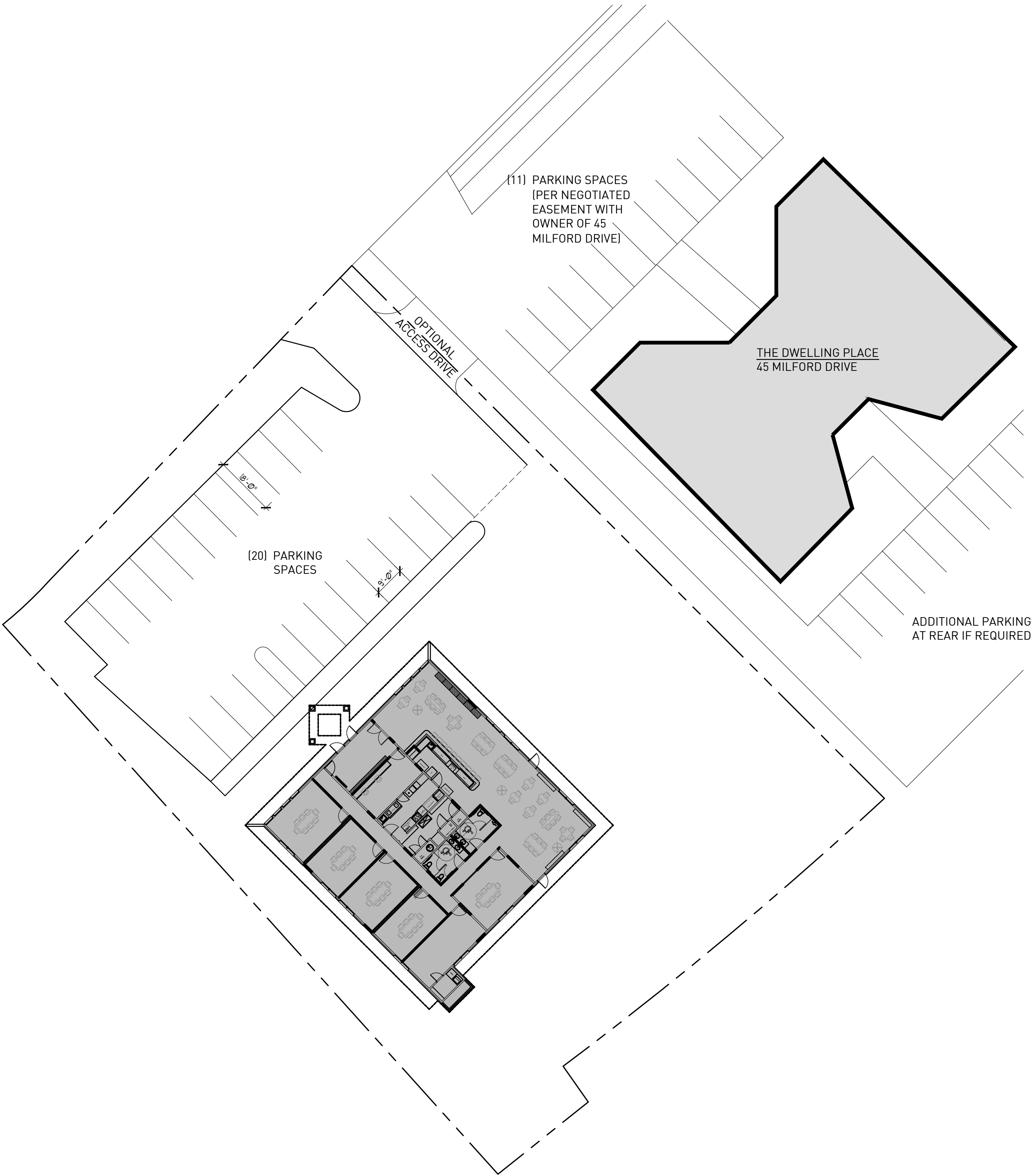
Very truly yours,

James E. Reed  
The Malted Meeple, LLC  
Meeple Property Holdings, LLC



**B** SCALE :  
sp1.0 1" = 30'-0"

SITE PLAN "B"



**A** SCALE :  
sp1.0 1" = 30'-0"

SITE PLAN "A"



SITE PLAN NOTES

- 1.) IT IS THE RESPONSIBILITY OF THE OWNER OR BUILDING TO RETAIN THE SERVICES OF A REGISTERED SURVEYOR OR ENGINEER FOR PROPER SITE PLAN INFORMATION.
- 2.) FIDEL ARCHITECTURE IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF THE HOUSE ON THE SITE SHOWN, ANY UTILITIES, BUILDING ELEVATIONS OR GRADING INFORMATION.
- 3.) ALL SITE STUDY IS USED TO DETERMINE PROPERTY LINES, SETBACKS, EASEMENTS, AND STREET INFORMATION TO CALCULATE BUILDABLE AREA OF THE PROPOSED HOUSE LOCATION OF THE IN RELATIONSHIP ITS SURROUNDINGS .

PROJECT ARCHITECT:



fideiarch.com

SEAL

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FOR CONSTRUCTION

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PROJECT CONTRACTOR:

PROJECT LOCATION:

Proposed Building  
Renovation For:  
**MALTED Meeples**

PRINT/ISSUE RECORD:

08-30-2017 SD 100%  
09-11-2017 ZONING SUBMITTAL

JOB NUMBER:

**1770**

- ☒ RELEASED FOR REVIEW  
☐ RELEASED FOR PERMIT  
☐ RELEASED FOR BID

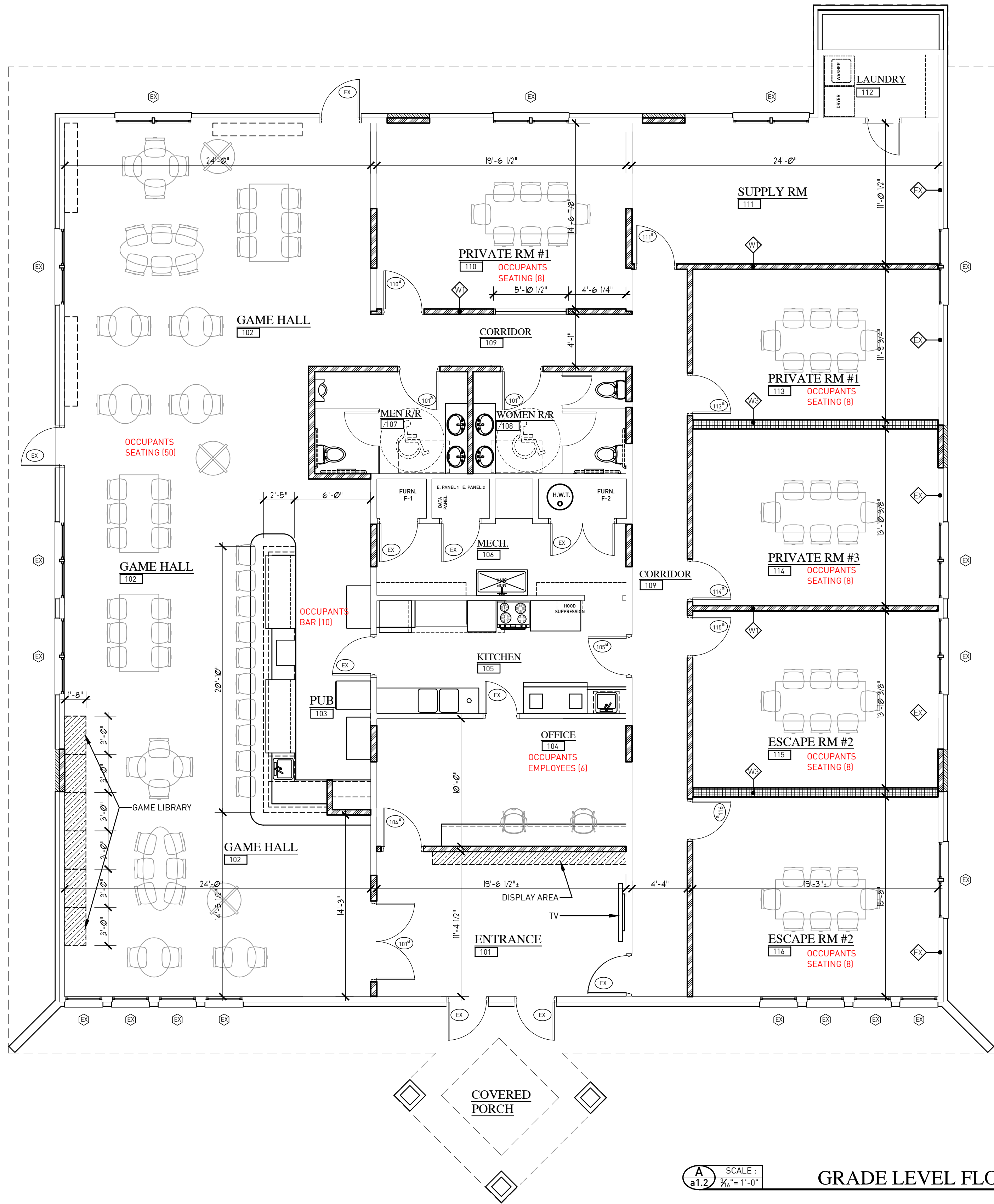
SHEET DISCRIPTION:

SITE  
PLAN

SHEET No.

**sp1.0**





A  
s1.2 SCALE:  
3/8" = 1'-0"

GRADE LEVEL FLOOR PLAN  
4,990 s.f.



PROJECT ARCHITECT:

**fidei**  
architecture, llc  
2644 Twp. Grange  
Akron, Ohio 44321  
Phone: (330) 267-3132  
fideiarch.com



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PROJECT CONTRACTOR:

PROJECT LOCATION:

Proposed Building  
Renovation For:  
**MALTED Meeple**

PRINT/ISSUE RECORD:

08-30-2017 SD 100%  
09-11-2017 ZONING SUBMITTAL

JOB NUMBER:

1770

☒ RELEASED FOR REVIEW  
☐ RELEASED FOR PERMIT  
☐ RELEASED FOR BID

SHEET DESCRIPTION:

GRADE LEVEL  
FLOOR PLAN

SHEET No.

a1.2

## NONEXCLUSIVE PARKING EASEMENT AGREEMENT

THIS NONEXCLUSIVE PARKING EASEMENT AGREEMENT ("Easement Agreement") is made this 27<sup>th</sup> day of September, 2017, by and between **MCKAK DEVELOPMENT COMPANY, L.L.C.**, an Ohio limited liability Company, of 45 Milford Road, Hudson, OH 44236, hereinafter referred to as "Grantor", and **MEEPLE PROPERTY HOLDINGS, LLC**, an Ohio limited liability company, of 53 Milford Road, Hudson, OH 44236, hereinafter referred to as "Grantee." Grantor and Grantee are together hereinafter referred to as the "Parties".

### RECITALS

A. Grantor is the fee simple owner of a certain parcel of land located in the City of Hudson, Summit County, Ohio. Said parcel of land is located on Milford Road, and is hereinafter referred to as the "Grantor Parcel". The Grantor Parcel is legally described on the attached **Exhibit A**. The Grantor Parcel was acquired by Grantor by deed recorded in the Official Records of the Summit County Fiscal Officer as Document No. 55669743.

B. Grantee is the fee simple owner of a certain parcel of land located in City of Hudson, Summit County, Ohio, which parcel of land is hereinafter referred to as the "Grantee Parcel". The Grantee Parcel was acquired by Grantee by deed recorded in the Official Records of the Summit County Fiscal Officer as Document No. 56318905.

C. Grantor is presently maintaining a surface, above-ground parking lot situated on a portion of the Grantor Parcel (the "Parking Lot").

D. Pursuant to the terms of this Easement Agreement, Grantor has agreed to grant Grantee a non-exclusive easement over, under and across the Grantor Parcel located approximately as shown as **Exhibit B** attached hereto (hereinafter referred to as the "Easement Area"), in order to permit Grantee to maintain, operate, repair and replace the Parking Lot.

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the execution of this Easement Agreement by the Parties, the covenants and agreements contained herein, the Parking Easement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is agreed as follows:

1. Grant of Easement. Grantor grants to Grantee, a perpetual, nonexclusive easement for the benefit of the Grantee Parcel over, under and across the Easement Area, for the sole purpose of permitting Grantee's residents, guests, invitees, customers, agents and employees (each a "Permitted User") to use the Parking Lot located within the Easement Area for the parking of

their vehicles and for Grantee's ability to perform snow plowing and salting of the Parking Lot as necessary pursuant to weather conditions (the "Easement Purposes").

2. Encumbrances. The easement herein granted to Grantee is made subject to all covenants, conditions, restrictions, encumbrances, easements of record, and all existing above and below ground pipelines and/or other facilities (together the "Encumbrances"). Provided, however, Grantor represents and warrants to Grantee (i) that Grantor and the individual signing on its behalf, hereby represent to Grantee that Grantor has been duly authorized to enter into this instrument in the capacities herein indicated, in order to form a legally binding agreement. (ii) Grantor has the capacity and authority to enter into this Easement Agreement without the consent of any third party, including, without limitation, any lender or mortgagee of the Grantor Parcel and (iii) to Grantor's knowledge, as of the date hereof Grantor has not entered into any agreements oral or written, and is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency specifically effecting or relating to the Grantor Property, that would limit or restrict Grantor's right to enter into and carry out this Easement Agreement or limit or preclude Grantee's enforcement of the terms of this Easement Agreement against the Grantor Parcel.

By executing this Easement Agreement, Grantee and the individual(s) signing on its behalf, hereby represent to Grantor that they have been duly authorized to enter into this instrument in the capacities herein indicated in order to form a legally binding agreement.

3. Grantor's Use of Easement Area. Grantor reserves to itself and its successors and assigns the right to use the Easement Area for any other purposes which do not interfere with Grantee's use of the Easement Area as contemplated herein. Grantor may grant other easements and encumbrances over, under, and across the Easement Area that do not interfere with Grantee's use of the Easement Area as specified in this Easement Agreement.

4. Maintenance of Easement Area. Grantee shall be solely responsible for any snow plowing or salting, as required by weather conditions, necessary in the Easement Area for the term of this Easement. Grantor shall remain responsible for all other maintenance and repairs to the Easement Area.

5. Access Drive. Grantee shall have the right, at Grantee's sole cost and expense, to install an access driveway to Grantee's business within the Easement area. This access driveway shall be paved and shall be in approximately the location indicated on Exhibit B.

6. Environmental Liability. Grantor shall not, and shall not permit any other party to, bring upon, store, dispose of or install in or upon or around the Easement Area or Grantor's Property: (i) any hazardous wastes, hazardous substances, hazardous materials, toxic substances, hazardous air pollutants or toxic pollutants, as those terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of

1980, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act, the Air Pollution Control Act (Ohio Rev. Code Ch. 3704), the Solid and Hazardous Waste Act (Ohio Rev. Code Ch. 3734), the Petroleum Underground Storage Tank Act (Ohio Rev. Code Ch. 3737.87 et. seq.) or any amendments thereto, or any regulations promulgated thereunder; or (ii) any "PCBs" or "PCB items" (as defined in 40 C.F.R. 763.63). Grantor shall be solely responsible for all liability, clean-up, costs or expenses, associated with contamination of the Easement Area and Grantor's Property, or any surrounding property by any hazardous wastes, hazardous substances, hazardous materials, toxic substances, hazardous air pollutants or toxic pollutants which arise out of its exercise of the Easement Purposes (collectively referred to as the "Environmental Liability").

7. Liens. In the event any construction or mechanics' lien is filed against the Grantor Parcel in connection with any work performed by or for Grantor, upon notice of such lien, Grantor agrees within fourteen (14) days after such notice, at its sole cost and expense, to bond off such lien in accordance with Ohio law and to have such lien discharged of record. Grantor shall provide to Grantee written proof that said bonding process has been completed in strict accordance with Ohio law.

8. Indemnity and Insurance. Grantee, on behalf of itself and its successors and assigns agrees to defend, indemnify and hold Grantor, its officers, directors, shareholders, partners, agents and employees (hereafter collectively "Related Parties"), harmless from and against any liability cause of action, claim, lawsuit, damages, loss, cost and expense, (including attorneys' fees and litigation related expenses), arising out of or in connection with this Easement Agreement and/or exercise of the Easement Purposes, except as caused by Grantor or a Related Party's tortious or negligent act. Provided, however, this indemnity is conditioned upon Grantee being given notice of any such claim and a reasonable opportunity to defend the same. Further provided, such indemnity shall not extend to damages or loss caused by the negligence or intentional misconduct of Grantor or any Related Party. Without limiting the foregoing, Grantor shall have the right to choose its own legal counsel to defend it in any lawsuit or other administrative or judicial proceeding. The obligations set forth in this paragraph 6 shall survive termination of the Easement Agreement. Grantor shall have no liability for any property damage or personal injury arising out of the Parking Lot or the Easement Area, unless caused by Grantor or its contractors, agents or employees.

During the term of this Easement, Grantee shall maintain general public liability insurance against claims for bodily injury or death occurring upon, in or about the Easement Area and agrees to have Grantor named as an additional insured, as their interests appear, on both said policies, and as a certificate holder.

9. Notices. Notices permitted or required hereunder shall be in writing and shall be delivered or sent by certified mail to the addresses first provided above; provided that any Party may change such address by written notice to the other Party.



10. Binding Effect. This Easement Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives and assigns.

11. Severability. The invalidity or unenforceability of any provision of this Easement Agreement shall not affect or impair the validity or enforceability of any other provision or term hereof.

12. Termination. Grantee, its heirs, successors, and assigns shall have the right, upon at least fifteen (15) days' written notice, to terminate this Easement Agreement.

13. Entire Agreement. This Easement Agreement, including the attached Exhibits, contains the entire agreement between the Parties and all of the terms and conditions to which the Parties have agreed and supersedes all prior oral or written agreements or understandings concerning the subject matter of this Easement Agreement. This Easement Agreement may not be modified except in a written and duly recorded document signed by all Parties.

14. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Easement Agreement.

15. Governing Laws. This Easement Agreement shall be construed in accordance with the laws of the State of Ohio and any applicable federal laws and regulations.

16. Counterparts. This Easement Agreement may be executed by the Parties on any number of separate counterparts and, provided that all counterparts are identical, such counterparts so executed constitute one agreement binding on the Parties, notwithstanding that all Parties are not signatories to the same counterpart.

17. Recording. This Easement Agreement, and all Exhibits and attachments, shall be recorded in the office of the Recorder of Summit County, Ohio, at Grantor's sole cost.

[The remainder of this page was intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Nonexclusive Parking Easement Agreement as of the day and year first above written.

MCKAK DEVELOPMENT COMPANY, LLC



By: Mark Kolosionek

Its: Member

STATE OF OHIO )  
 ) ss.  
COUNTY OF ~~SUMMIT~~ Cuyahoga )

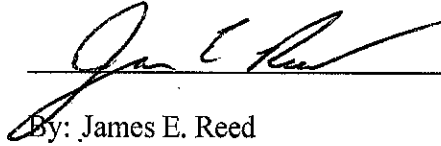
The foregoing instrument was acknowledged before me this 27 day of September, 2017, by Mark Kolosionek, Member, of MCKAK Development Company, an Ohio limited liability company, on behalf of said limited liability company.



Notary Public,  
My commission expires: August 19, 2020

(Signatures continue on following page)

MEEPLE PROPERTY HOLDINGS, LLC

  
By: James E. Reed

Its: Member



STATE OF OHIO            )  
                                  ) ss.  
COUNTY OF SUMMIT    )

The foregoing instrument was acknowledged before me this 29 day of September, 2017, by James E. Reed, Member, of Meeple Property Holdings LLC, an Ohio limited liability company for and on behalf said limited liability company.

  
Notary Public

My commission expires: Nov 6 2018

DRAFTED BY AND  
WHEN RECORDED RETURN TO:  
Atty. Jillian L. Armstrong  
Day Ketterer Ltd.  
200 Market Ave. N  
Suite 300  
Canton, OH 44702

**EXHIBIT A  
TO  
NONEXCLUSIVE PARKING EASEMENT AGREEMENT**

**Legal Description of Grantor Parcel**

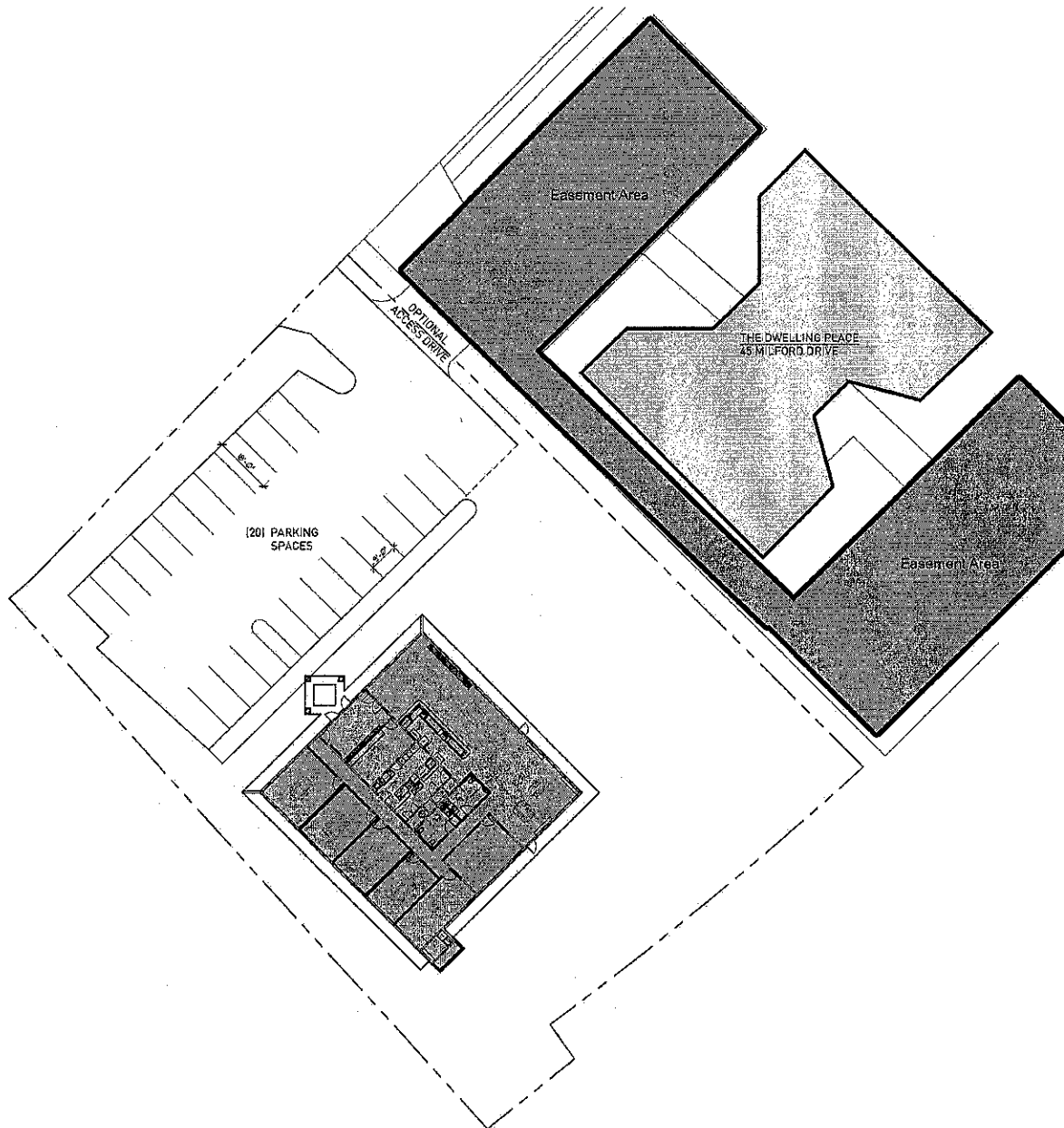
Situated in the City of Hudson, County of Summit, State of Ohio and known as being part of Original Lot No. 45, Hudson Township, and more fully described as follows. Beginning at the northwest corner of said Lot No. 45 and the centerline of East Streetsboro Road (S.R. 303); thence north  $89^{\circ} 49'$  east, along the north line of Lot No. 45 and the centerline of Streetsboro Road (S.R. 303), a distance of 1280.14 feet to a point; thence south along the east line of Milford Road, a 50 foot street, as dedicated in Plat Book 74, Page 43 of the Summit County Records of Plats, a distance of 168.18 feet to a point of curvature; thence southwesterly along the arc of a curve to the right whose central angle is  $38^{\circ} 28' 02''$ , radius is 703.00 feet, tangent is 245.27 feet, chord is 463.17 feet, chord bearing is south  $19^{\circ} 14' 01''$  west, a distance of 471.98 feet to the place of beginning; thence south  $51^{\circ} 31' 58''$  east, a distance of 224.67 feet to a point in the westerly right of way line of the C.A. & C. Railroad; thence southwesterly along the west line of the C. A. & C. Railroad right of way and the arc of a curve to the right whose central angle is  $7^{\circ} 52' 46''$ , radius is 904.93 feet, tangent is 62.32 feet, chord is 124.35 feet, chord bearing is south  $41^{\circ} 07' 48''$  west, a distance of 124.45 feet to a point; thence north  $45^{\circ} 20' 00''$  west, a distance of 226.92 feet to a point in the southeasterly right of way line of the said Milford Road; thence north  $44^{\circ} 40' 00''$  east, along the southeasterly right of way line of the said Milford Road, a distance of 23.93 feet to a point of curvature thence northeasterly along the southeasterly right of way line of the said Milford Road, which is the arc of a curve to the left whose central angle is  $6^{\circ} 11' 58''$  radius is 703.00 feet, tangent is 38.07 feet, chord is 76.03 feet, chord bearing is north  $41^{\circ} 34' 01''$  east, a distance of 76.07 feet to the place of beginning and containing 0.5821 acre of land, more or less and subject to all legal highways and easements of record, AKA Milford Drive, Hudson, OH 44236.

Being the same property conveyed to Mark J. Kolosionek, a Married man, and Cara L. Fawcett, a married woman, for Their joint lives, remainder to the survivor of them from Stamm Rentals, an Ohio partnership by Warranty Deed dated 11/09/2000 and recorded 11/30/2000 in Instrument No. 54489110.

Tax Parcel No. 32-02077

**EXHIBIT B  
TO  
NONEXCLUSIVE PARKING EASEMENT AGREEMENT**

Illustration of the Easement Area





## City of Hudson, OH



*Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.*

Map Scale  
**1 inch = 100 feet**  
9/27/2017