



Alex Furst, Chair
Keith Benner, Vice-Chair
Teresa Alabi
Amy Barnhart
Norman Brusk
Toni Kleckley
Anita Ward

Planning & Zoning Board

7232 East Main Street
Reynoldsburg, OH 43068
www.reynoldsburg.gov

Eric Meyer, Development Director
Melissa Butler, Administrative
Assistant

Thursday, December 5, 2024

6:00 PM

Council Chambers

A. CALL TO ORDER

1. ROLL CALL
2. APPROVAL OF MINUTES
 1. Planning & Zoning Board - Regular Meeting - 11/07/2024
3. APPROVAL OF AGENDA
4. SWEARING IN OF SPEAKERS

B. PUBLIC COMMENT

C. UNFINISHED BUSINESS

D. NEW BUSINESS

1. App# 2024-0630; 2467 Taylor Square Dr.; Kush Patel for 256 Hotel Group, LLC; Variance
2. App# 2024-0629; 2467 Taylor Square Dr.; Kush Patel for 256 Hotel Group, LLC; Conditional Use
3. App# 2024-0807; 7295 E. Main St.; Nancy Dickerson for Reynoldsburg Animal Hospital; Certificate of Appropriateness
4. App# 2024-0780; 2829 Taylor Rd.; Branham Sign Co., Inc for Bath and Body Works; Variance
5. App# 2024-0713; 2793 Taylor Rd.; Ben Dariano of WD Partners for Walmart; Variance

E. OTHER BUSINESS

F. ADJOURNMENT

ADJOURNMENT



**MINUTES REGULAR MEETING
REYNOLDSBURG PLANNING & ZONING BOARD
November 7, 2024**

CALL TO ORDER

ROLL CALL

PRESENT: Furst, Barnhart, Benner, Alabi, Kleckley, Ward, Brusk
ABSENT:

APPROVAL OF MINUTES

Planning & Zoning Board - Regular Meeting - 10/17/2024

Minutes stand approved

APPROVAL OF AGENDA

Agenda stands approved

SWEARING IN OF SPEAKERS

Speakers sworn in by Mr. Furst.

PUBLIC COMMENT

No public comment

UNFINISHED BUSINESS

**App#2024-0601; EMH&T for MI Homes of Central Ohio, LLC; Spring Hill Farm
- Final Plat Phase 4A**

Ms. Buathier read the staff report into the record.

No questions or further discussion from the board or the applicant.

Mr. Furst: I move that we accept this application as submitted.

Ms. Kleckley: I second.

RESULT:	Approved as submitted
MOVER:	Furst
SECONDER:	Kleckley
AYES:	Alabi, Barnhart, Benner, Brusk, Kleckley, Ward, Furst

**App#2024-0602; EMH&T for MI Homes of Central Ohio, LLC; Spring Hill Farm
- Final Plat Phase 4B**

Ms. Buathier read the staff report into the record.

No questions or further discussion from the board or the applicant.

Mr. Furst: I move that we accept this application as submitted.

Ms. Alabi: I second.

RESULT:	Approved as submitted
MOVER:	Furst
SECONDER:	Alabi
AYES:	Furst, Ward, Kleckley, Brusk, Benner, Barnhart, Alabi

**App#2024-0603; EMH&T for MI Homes of Central Ohio, LLC; Spring Hill Farm
- Final Plat Phase 5**

Ms. Buathier read the staff report into the record.

No questions or further discussion from the board or the applicant.

Mr. Furst: I move that we approve this application as submitted.

Mr. Benner: I second.

RESULT:	Approved as submitted
MOVER:	Furst
SECONDER:	Benner
AYES:	Alabi, Barnhart, Benner, Brusk, Kleckley, Ward, Furst

NEW BUSINESS

App#2024-0758; MI Homes of Central Ohio c/o Andrew Gottesman; Variance

Ms. Buathier read the staff report into the record.

Mr. Barkan explained that this has been a 15-month project where MI Homes has been working with staff on how to bring another great product to Reynoldsburg. They were also aware that there has not been a City of Reynoldsburg park on the far east side of the city. They are asking for a few variances, but the main reason is to preserve almost all the trees and create this park-like environment for the residences on the east side.

Mr. Benner appreciates the indepth explanation of all the variances. He is not a fan of 21ft townhomes, but with the housing shortage, we need it. He has no objections to what is going on with this application.

Ms. Barnhart asked why the 21ft townhomes.

Mr. Barkan explained that they initially started out creating this product as a way to become a more affordable market. They went to multiple cities in other states and decided 21 was the right number. Their City Collection branded houses at Grandview Yard are \$900,000, and they are 21ft. They felt that if they can go for that much that it is a good product. They felt it would just make it more expensive and not get more for the customer.

Ms. Barnhart asked about the lot depth.

Mr. Barken explained their single family homes are 120 ft, with a traditional front and backyard. These will have a walkup with a driveway in the back. They are trying to preserve the additional open space that includes pocket parks, a clubhouse, a pool, etc. If they gave the lots a little more depth, you would lose some lots and would only be gaining a little bit more of a driveway or a little front yard, so it wouldn't translate to usable space.

Mr. Barkan confirmed that all 280 are for sale, not for rent.

Mr. Meyer clarified that MI will be building the townhome portion and Metro Development will be building the 380 apartments.

Mr. Barkan looked at what was going to the north and south and tried to make it an appropriate transition with a park.

Ms. Barnhart asked if the plan for the trees on the western portion was to keep them. That is the plan, and they plan to give that area to the city so they can build a park. Mr. Meyer did confirm it is the city's intent to take ownership of the park and maintain it. The intent is to be similar to Pine Quarry Park where there are trails.

Ms. Barnhart asked if there was going to be access from the Taylor Woods neighborhood. There will not be access, but there will be access to the north from Maplewood and connection to the AMH development to the south.

Ms. Barnhart asked what school district this was and it is Licking Heights.

Mr. Barken talked about the streets and how the main traffic roads are all 26ft. The only 18ft roads are what they consider to be the alley. Ms. Barnhart asked about fire access. Staff did include in the packet that West Licking Fire is comfortable with this layout.

Mr. Furst confirmed that the applicant considered a number of different configurations for the development. He asked the applicant if these variances are the minimum necessary to accomplish their purpose and they are.

Ms. Alabi asked how the development is laid out if that was the only way they could provide the extra area for the park. This was the only layout to stay completely outside the trees.

Mr. Furst: Having considered the variance factors in section 1109.11D, I do move that we accept this application as submitted with the conditions outlined in the staff report. For clarity, that is acceptance of all the variances which are applied for.

Mr. Brusk: I second.

RESULT:	Approved
MOVER:	Furst
SECONDER:	Brusk
AYES:	Alabi, Barnhart, Benner, Brusk, Kleckley, Ward, Furst

**App#2024-0756; MI Homes of Central Ohio c/o Andrew Gottesman;
Preliminary Plat**

Ms. Buathier read the staff report into the record.

There are no objections to staff's comments from Mr. Barkan.

Mr. Furst: I move that we accept this application as submitted with the conditions outlined in the staff report.

Ms. Kleckley: I second.

RESULT:	Approved
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MOVER:	Furst
SECONDER:	Kleckley
AYES:	Alabi, Barnhart, Benner, Brusk, Kleckley, Ward, Furst

OTHER BUSINESS

Parks and Public Service Facility

Service Director William Dorman gave the board a presentation on how the new Parks and Public Service Facility will look. The cost estimate is 27 million.

ADJOURNMENT

Planning and Zoning Administrator

Chairman

November 20, 2024

Planning and Zoning Board
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

RE: Kush Patel for 256 Hotel Group, LLC; 2467 Taylor Square Drive: Variance Application

Planning and Zoning Board:

Below is the staff review of the above referenced Variance Application.

1. Project Summary

- a. **Site Summary:** The subject site is located at 2467 Taylor Square Drive, parcel ID numbers 0450378220 and 0440379410. The site is 2.22 acres according to the applicant's site plan and currently consists of vacant land. The parcels are zoned CC, Community Commercial. The applicant has requested a Conditional Use application for an Overnight Lodging – Hotel simultaneously with their Variance application.
- b. **Surrounding Zoning:** The surrounding zoning consists of CC, Community Commercial to the north, west, and east of the subject site. The surrounding land uses consist of restaurant uses to the north and west, a hotel to the east, and I-70 to the south.
- c. **Applicant's Request:** The applicant is requesting three variances for the subject site. The first variance is to deviate from Section 1105.07.J.v to reduce the required landscaping requirements for a parking perimeter landscaping buffer on the west side of the lot. From section 1105.07.J.ii to reduce the number of parking islands from 11 to 8. The applicant is also requesting a variance to deviate from Section 1105.01.G.vi to reduce the minimum drive aisle width from 22 feet to 11 feet.
- d. **Statement of Hardship:** The applicant states that they are unable to provide the required parking perimeter landscaping requirement on the western portion of the site due to the shared access easement on the west of the property. The applicant has shown tree and shrub plantings on the west side of the site between the parking spaces and building to show an attempt of meeting the parking perimeter landscaping requirements in a different location. The applicant states that a variance to reduce the required number of landscaping islands from 11 to 8 is necessary because there is not enough room on the site to add anymore landscaping islands, due to needing the space to meet off-street parking requirements for the proposed hotel. The applicant also cites the underground detention pond as a reason for needing the landscaping variance, due to site constraints. The applicant is also requesting a variance to deviate from the required drive aisle width standard for a two-way drive aisle, due to the drive aisle having a shared access agreement between two different sites. The current requirement for a drive aisle is 22 feet, the applicant is able to provide 11 feet on

their parcel, with 13 feet on the parcel to the west.

- e. **Comprehensive Plan:** The 2018 Comprehensive Plan, upon which the current zoning code is based, states that the CC, Community Commercial district “...should promote businesses that rely on a larger geographic market area for their consumer base, along with offices and companies with a regionally-based workforce that can access the district from adjacent, heavily-traveled corridors”

2. Project Review

- a. **Variance Standards (i-ix):** The following variance standards are considered below as outlined in Section 1109.11.D:
 - i. The variance is in accord with the general purpose and intent of the regulations imposed by this Code in the district in which it is located, and shall not be injurious to the area or otherwise detrimental to the public welfare.
 - 1. The applicant states that they are unable to meet the required drive aisle width and parking perimeter landscaping requirement on the west portion of the property due to the shared common access easement on the west of the site. Staff finds that the requested variance for parking perimeter landscaping and drive aisle width is in accord with the general purpose and intent of the Code and the surrounding area.
 - ii. The variance will not permit the establishment of any use which is not otherwise listed as a permitted use or a conditional use in the zone or district in which the subject property is situated.
 - 1. The land use of Overnight Lodging – Hotel is a Conditional land use in the CC, Community Commercial district. The applicant has submitted a Conditional Use application simultaneously with this Variance application. Granting the variance would not permit the establishment of a use that would otherwise not be permitted.
 - iii. There exist special circumstances or conditions, fully described in the findings, applicable to the land or structures for which the variance is sought, which are peculiar to such land or structures and which do not apply generally to land or structures in the area, and which are such that the strict application of the provisions of this Code would deprive the property owner of the reasonable use of such land or structures. There must be a deprivation of the beneficial use of land, as opposed to mere loss in value as justification for the variance.
 - 1. The applicant has provided a “Declaration of Easements and Restrictions” document which provides proof of a shared access easement between the subject site and the Olive Garden that borders the subject site to the west. Staff finds that the shared access easement is evidence of a special circumstance on the subject site and that the strict application of the Code’s requirements for minimum drive aisle width and parking perimeter landscaping on the western portion of the property would deprive the property owner of the reasonable use of land.

2. Staff however feels that the required parking lot islands could be provided by the applicant without needing a variance from the code. The auto share standards allow up to 4 parking spaces to be reduced for every auto share parking space provided on the site, not exceeding 10% of the required number of parking. With 104 parking spaces required on the subject site a maximum of 10 parking spaces could be reduced on the site, with a total of 94 parking spaces provided. The applicant shows 101 parking spaces on the site. The applicant could reduce some of the parking spaces to provide the additional 3 parking lot islands on the subject site.
- iv. There is proof of hardship or practical difficulty created by the strict application of this Code, beyond simply a showing that greater profit will result if the variance is granted. Economic hardship is not grounds for the variance. Furthermore, the hardship complained of is not self-created nor is it established on this basis by one who purchased with or without knowledge of the restrictions. The hardship results from the application of this Code and is suffered directly by the property in question.
 1. Staff finds that there is proof of hardship created by the strict application of the Code for minimum drive aisle width and parking perimeter landscaping on the west due to the shared access easement on the western portion of the site.
 2. Staff however feels that the required parking lot islands could be provided by the applicant on the site.
- v. The variance is necessary for the reasonable use of the land or building, and the variance as granted is the minimum variance that will accomplish this purpose.
 1. Staff finds that the requested variance for minimum drive aisle width and parking perimeter landscaping is necessary for the reasonable use of the land or building based on the site plan provided by the applicant. The applicant has asked for the minimum parking lot landscaping islands necessary, based on the site plan provided.
- vi. The variance will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values of the adjacent area.
 1. Granting the variances would not impair the adequate supply of light and/or air to the adjacent property, increase congestion on public streets, increase the danger of fire, or endanger public safety.
- vii. The variance will not confer on the property owner any special privilege that is unduly denied by this Code to other land, structures, or buildings in the same district.
 1. Granting the variance for minimum drive aisle width and parking perimeter landscaping on the west would not confer the property owner with special privileges due to the fact that the subject site

- has a shared access easement with the Olive Garden parcel that borders the site on the west, which is a special circumstance that is unique to the subject property.
2. Granting the parking lot island landscaping variance would confer the property owner special privileges, since all buildings and structures, such as the new hotel to the east, had to meet.
- viii. No nonconforming use of neighboring land or structures in the same district and no permitted or nonconforming use of land or structures in other districts are considered as grounds for approval of the variance.
1. Staff finds that granting the variance for minimum drive aisle width and parking perimeter landscaping on the west will only set a precedent for other properties that have a shared access easement since a shared access easement is a special circumstance that warrants the requested variance.
 2. Staff finds that granting the parking lot island variance would set a precedence for future commercially developed property's in the city to not provide parking lot islands when required, due to a lack of hardship provided by the applicant.
- ix. The variance is not a matter of convenience when other remedies are available within the provisions of this Code.
1. Staff finds that the variance for minimum drive aisle width and parking perimeter landscaping on the west is not a matter of convenience due to no other available remedies in the zoning code. The applicant has shifted the required parking perimeter landscaping on the west to be placed between the parking spaces and the building on the western portion of the site to the extent that they were able. The applicant was not able to completely place the required parking perimeter landscaping in a different location due to the existence of the underground detention on the northwest quadrant of the site.
 2. The applicant is however able to provided the parking lot islands required for the site, with their use of auto share parking. The auto share standards allow up to 4 parking spaces to be reduced for every auto share parking space provided on the site, not exceeding 10% of the required number of parking. With 104 parking spaces required on the subject site a maximum of 10 parking spaces could be reduced on the site, with a total of 94 parking spaces provided. The applicant has provided 3 auto share spaces. The applicant shows 101 parking spaces on the site. The applicant could reduce some of the parking spaces to provide the additional 3 parking lot islands on the subject site, to meet the required parking lot island standards.

3. Recommendation

- a. Staff recommends approval of the requested variance to Section 1105.01.G.v, to permit a reduction in the minimum drive aisle width from 22 feet to 11 feet, along with approval of the requested variance to Section 1105.07.J.v required parking

perimeter landscaping, both due to the existing easement in place on the subject site.

- b. Staff however recommends denial of the requested variance to Section 1105.07.J.ii to reduce the number of parking lot islands from 11 to 8, due to the parking lot island being able to be provided with the reduction of a few parking spaces, due to the applicant utilizing the auto share standards to reduce parking, which could be reduced by a few more spaces to provide the required parking lot islands on the site. Staff also recommends denial, due to granting the variance would set a precedence in other commercially zoned areas of the city, along with providing special privileges to this parcel. Staff believes the variance is not necessary and the required parking lot islands could be achieved on site without the requested variance.





Engineers, Surveyors, Planners, Scientists

MEMO

Date: November 26, 2024

To: Marie Meeks, Planner

From: Mitchell Yake, PE

Subject: Staff Report for: 2467 Taylor Square Dr. – Marriott Townplace Hotel

Copies: Eric Meyer, Director of Development; Ryan Andrews, City Engineer

On behalf of the City of Reynoldsburg, EMH&T conducted a preliminary engineering review of the above Conditional Use/Variance project at 2467 Taylor Square Drive in Fairfield County. The project proposes to construct a hotel (Overnight Lodging-Hotel/Conditional) with approximately 30,000 square feet of space which includes guest amenities. The improvements for the site and the development area encompasses 2.22 acres (proposed impervious acres is 1.53 acres). The variance for the project is requested for the landscaping component as noted in last section below. The following summarizes our findings and recommendations with respect to this development.

ROADWAY ACCESS AND SITE PARKING

1. The site plan shows two access points to the north. The 24-ft wide main access point is located at Taylor Square Drive directly in front of the parcel, and the second is an auxiliary access which connects to the parking lot of the BW3 restaurant, northeast of the proposed site. The auxiliary access is also shared with the Home2Suites hotel directly to the east of the proposed project. There are no traffic signals in this area except at the dead end of Taylor Square Drive at Taylor Road to the north. All roadways and access points are sufficient.
2. Based on the Site Plan, there will be a total of 101 required parking spaces which include 5 ADA spaces at the east side of the structure. Also included are 3 auto share spaces on the south end of the property. Therefore, the parking requirements have been met.
3. The site includes a 24-ft access drive around the perimeter of the property. On the west side of the building access drive includes an access easement the between Olive Garden parcel and one of the proposed parking areas for the proposed hotel. The access drive is located 11 feet on the proposed site and 13' on the Olive Garden parcel initiating the variance. Although the Site Plan does not specifically call out two-way traffic around the perimeter of the hotel, the width of the access drive at 24-ft (between parking spaces) would be sufficient for two-way traffic.

UTILITIES

4. Per Reynoldsburg GIS, there is an existing 8-inch watermain to the north of the project across Taylor Square Drive and an 8-inch watermain to the south of the project. The Home2Suites to the east of the project installed a fire hydrant between their project and the proposed project. A comment was made to include the water easement between the two properties and call out the proposed water service tie-in location in future submissions. The site shows water service connection locations (4-inch domestic and 6-inch fire).
5. There is an existing 8-inch sanitary sewer main that is aligned from east to west through the center of the property. The site shows a new sanitary sewer line that runs along the parking lot on the

east side of the building. The sanitary service connection was shown. The anticipated sanitary flow (with calculations) was not provided. This will need to be provided on the future PGU.

STORMWATER

6. The Site Plan indicates that presently, the parcel has an underground detention unit (on the north side of the property) for a total of 38,589 cubic feet of storm water capacity. The proposed plan would remove a portion of the unit 2,800 cubic feet of capacity. A new underground detention unit would be constructed on the east side of the hotel with a capacity of 20,260 cubic feet, for a total of 56,046 cubic feet of capacity at completion of the project. It is unclear if the combined detention unit are adequate for the proposed site. A stormwater report will need to be submitted on future reviews to ensure the required stormwater capacity for the area is in place during and after construction.

DETAILS / SPECIFICATIONS

7. A Variance Request has been submitted for landscape requirements. Although the landscape plan did not include the location of the trees/shrubs around perimeter of property (interior parking), the application requests buffer requirements be reduced from 11 landscaped islands to 8 landscaped islands. A comment was made to review and revise the landscape drawing to include the proposed project's perimeter landscape and an additional comment was made to provide either architectural drawings or a detail of the proposed 6' horse fence (to ensure the requirement of a continuous six-foot fence).
8. Where applicable, refer to Reynoldsburg Standard Construction Drawings on the PGU submittal.

PLANNING AND ZONING BOARD VARIANCE AND CONDITIONAL USE APPLICATION

☐ Paid: _____

Property Address: 2467 TAYLOR SQUARE DR	Parcel ID#(s): 0450378210, 0450378220
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I. PROPERTY OWNER OF RECORD

Property Owner Name(s): TAYLOR SQUARE HOTEL GROUP LLC	
Contact Email: k.patel2923@gmail.com	Contact Phone Number: (330) 280-7006

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: 256 Hotel Group, LLC	Contact Name: Kush Patel
Contact Email: k.patel2923@gmail.com	Contact Phone Number: (330) 280-7006
Description of Use: Proposed Marriott Townplace Hotel	

III. APPLICANT INFORMATION

Applicant Name: Kush Patel	Applicant Address: 356 OLENTANGY XINGS WEST DELAWARE OH 43015
Applicant Phone Number: (330) 280-7006	Applicant Email: k.patel2923@gmail.com
☒ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☐ Architect/Engineer ☐ Owner's Consent Attached.	

PROJECT INFORMATION

CHECK AND DESCRIBE IF APPLICABLE: ☒ Variance ☒ Conditional Use ☐ Variance or Conditional Use Extension (\$50)
☐ Residential (single-family residential only)(\$200) ☒ Non-Residential (all residential except single-family residential)(\$450) ☐ Engineering Report (\$750 [min.]

Proposed Marriott Townplace on vacant land. Variance request for landscape property buffer requirements and number of landscape islands required (11 required, 8 provided) and minimum aisle width.

Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Planning & Zoning Administrator.

Applicant Signature: _____ Date: _____

*By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner. *

OFFICE USE ONLY

Additional Notes:	<u>Zoning Information</u>	<u>Additional Approval Required</u>	<u>PZB Meeting</u>
	Zoning District: _____ ☐ Olde Reynoldsburg District	☐ Major/Minor Site Plan ☐ Other: _____	Date: _____ ☐ Approved as Submitted ☐ Approved w/ Conditions ☐ Tabled ☐ Denied
P&Z Administrator: _____ Date: _____			

Section 1109.13

CONDITIONAL USES

Initiating a Conditional Use

A conditional use application shall be submitted to the Planning & Zoning Administrator at least twenty-one (21) days prior to the regularly scheduled meeting of the Planning and Zoning Board. The Board meets on the first and third Thursday of each month (except December).

The Board may determine that additional studies or expert advice are necessary to evaluate a proposed Special Exception relative to the requirements of the Code. *See next page for more details.*

Along with a completed application form, please submit eleven (11) hardcopy packets of all required items. Please also submit one (1) electronic copy, a PDF or similar scan of the completed application and packet.

What information must be provided with a Conditional Use?

An application for a Conditional Use shall be submitted using the attached form and shall include the following:

- ☐ Description of the existing use of the lot and of adjacent lots
- ☐ A statement of the conditional use for which the application is submitted.
- ☐ The application shall also include a description of the activities proposed on the site, including the goods and services, hours of operation, anticipated number of employees, nature and volume of delivery activity, and other information which will enable the Board to understand the nature of the proposed use and its potential impacts;
- ☐ A plan of the proposed site and improvements showing the proposed location of all structures, parking and loading areas, streets and traffic accesses, open spaces, refuse and service areas, utilities, signs, yards, landscaping, and other relevant features;
- ☐ A narrative statement discussing the compatibility of the proposed use with the existing uses of adjacent lots including an evaluation of the effects on adjoining lots of such elements as traffic circulation, noise, glare, odor, fumes, vibration, and storm water, and any measures proposed to mitigate such effects;

- ☐ A narrative addressing each of the applicable criteria set forth in section 1109.13.D

Such other information as the Board deems necessary to make a determination of the compliance of the proposed use with the applicable standards and regulations may be required. Such additional information may include, but shall not be limited to:

- Traffic impact analysis;
- Storm water impact analysis;
- Utility impact analysis.

How much will a Conditional Use cost?

The fee for a Conditional Use is two hundred dollars (\$200) for a residential conditional use, and four hundred and fifty dollars (\$450) for all other conditional requests.

What is the time frame for review of a Conditional Use Permit?

An application for a Conditional Use Permit will take approximately one to two months. The Planning and Zoning Administrator will review the application and determine if it warrants public review. If it is determined it needs public review, the application will then be placed on the next Planning and Board Meeting.

Who may I call if I have questions?

Contact the Planning & Zoning Administrator at 614-322-6829.

OR Visit our website at:

<http://www.reynoldsburg.gov>

Section 1109.13.D

STANDARDS FOR ALL CONDITIONAL USES

In review of a Conditional Use application, the Board shall consider whether the application is complete and whether it provides adequate evidence that the proposed special exception is consistent with the following standards:

- ☐ The proposed use shall be in harmony with the existing or intended character of the district and nearby affected districts and shall not change the essential character of the districts;
- ☐ The proposed use shall not adversely affect the use of adjacent property;
- ☐ The proposed use shall not adversely affect the health, safety, morals, or welfare of persons residing or working in the neighborhood;
- ☐ The proposed use shall be served adequately by public facilities and services such as, but not limited to, roads, police and fire protection, storm water facilities, water, sanitary sewer, and schools;
- ☐ The proposed use shall not impose a traffic impact upon the public right-of-way significantly different from that anticipated from permitted uses of the district;
- ☐ The proposed use shall be in accord with the general and specific objectives, and the purpose and intent of this Zoning Code and the Land Use Plan and any other plans and ordinances of the City;
- ☐ The proposed use complies with the applicable specific provisions and standards of this Code;
- ☐ The proposed use shall be found to meet the definition and intent of a use specifically listed as a special exception in the district in which it is proposed to be located, except as otherwise provided by this Zoning Code.

In approving a Conditional Use, the Planning and Zoning Administrator or the PZB may impose such conditions as deemed necessary to protect the public welfare, preserve the purpose and intent of the Code. Such conditions may include:

- Locations, setbacks, and configurations of structures and of uses of interior and exterior spaces;
- Screening comprised of landscaping, walls, fencing or other materials or construction;
- Access points and traffic management provisions, including those impacting vehicular and pedestrian access and the locations and design of parking facilities;
- Noise control measures, including those regulating loudspeakers or irregular vehicular or equipment noise;
- Other features of construction, including but not limited to paving and parking, signs, and landscaping;
- Hours and method of operation
- Maintenance of the site, structures, landscaping;
- Means of controlling glare, vibration, odors, dust, smoke, hazardous materials, refuse matter, water-carried waste, and storm water; and
- A time limit for operation of the use.

Section 1109.11 VARIANCES

Initiating a Variance Request

A variance application shall be submitted to the Planning & Zoning Administrator at least twenty-one (21) days prior to the regularly scheduled meeting of the Planning and Zoning Board. The Board meets on the first and third Thursday of each month (except December).

What information must be provided for a Variance?

A property owner seeking a Variance shall submit a written request for Variance on forms provided by the Planning & Zoning Administrator. Such request shall include the following:

- ☐ Name, address, and telephone number of the property owner(s) and owner's agent(s);
- ☐ Legal description, address, tax district and parcel number of the property;
- ☐ Description of the nature of the variance requested and a statement address each of the standards for variance in the Code (see section 1109.13);
- ☐ Statement of the hardship;
- ☐ Such other information and exhibits as may be appropriate to establish the facts of the appeal and the grounds for relief.

***Note: The application must be signed by the property owner for the property which pertains to the variance.*

- ☐ Along with a completed application form, please submit ten (10) hardcopy packets of all required items. Please also submit a PDF or similar scan of the completed application and packet.

What is the time frame for a variance request?

In general the application process takes 30-45 days. Once a variance application is submitted, it will be placed on the next PZB agenda. The PZB can hold the application but a decision must be reached by the Board within sixty (60) days.

Why might you request a Variance?

To allow development of property prohibited by current zoning if such development will not adversely affect the surrounding property or neighborhood and if the PZB is satisfied that it will alleviate some hardship or difficulty.

How much will a Variance cost?

The fee for a variance is two hundred dollars (\$200) for a residential variance, and four hundred and fifty dollars (\$450) for all other variance requests.

What are the next steps after a Variance approval?

The approved variance will need to be officially documented through the issuance of a zoning certificate or a zoning sign permit depending on the type of variance. Any action of the PZB granted a variance shall be valid for a period of 12 months.

Who may I call if I have questions?

Contact the Planning & Zoning Administrator at

614-322-6829.

OR Visit our website at:

<http://www.reynoldsburg.gov>

Section 1109.11.D

STANDARDS FOR VARIANCE

No variance in the strict application of the provisions of this Code shall be granted unless the Board makes specific findings of fact, based on the evidence presented to it, which supports conclusions that the variance conforms to the following standards. Such findings shall be stated for the record and reported in the Board's minutes.

- ☐ The variance is in accord with the general purpose and intent of the regulations imposed by this Code in the district in which it is located, and shall not be injurious to the area or otherwise detrimental to the public welfare.
- ☐ The variance will not permit the establishment of any use which is not otherwise listed as a permitted use or a special exception in the district, or which is expressly or by implication prohibited by this Code. (Note: Section 1107 for provisions regarding the replacement of non-conforming uses with other non-conforming uses.)
- ☐ There exist special circumstances or conditions, fully described in the findings, applicable to the land or structures for which the variance is sought, which are peculiar to such land or structures and which do not apply generally to land or structures in the area, and which are such that the strict application of the provisions of this Code would deprive the property owner of the reasonable use of such land or structures.
- ☐ There must be deprivation of beneficial use of land, as opposed to mere loss in value as justification for the variance.
- ☐ There is proof of hardship or practical difficulty created by the strict application of this Code, beyond simply a showing that greater profit will result if the variance is granted. Economic hardship is not grounds for the variance. Furthermore, the hardship complained of is not self-created nor is it established on this basis by one who purchased with or without knowledge of the restrictions. The hardship results from the application of this Code and is suffered directly by the property in question.
- ☐ The variance is necessary for the reasonable use of the land or building, and the variance as granted is the minimum variance that will accomplish this purpose.
- ☐ The variance will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values of the adjacent area.
- ☐ The variance will not confer on the property owner any special privilege that is unduly denied by this Code to other land, structures, or buildings in the same district.
- ☐ No nonconforming use of neighboring land or structures in the same district and no permitted or nonconforming use of land or structures in other districts are considered as grounds for approval of the variance.
- ☐ The variance is not a matter of convenience when other remedies are available within the provisions of this Code.

Section 1109.11.D Drive Aisle

STANDARDS FOR VARIANCE

- The variance is in accord with the general purpose and intent of the regulations imposed by this Code in the district in which it is located, and shall not be injurious to the area or otherwise detrimental to the public welfare.
 - *The variance is in accord with the general purpose and intent of the regulations imposed by this Code in the district in which it is located, and shall not be injurious to the area or otherwise detrimental to the public welfare. The drive aisle technically does not meet the minimum 24' due to the property line running down the middle of the aisle. But the aisle resides in an perpetual easement with the properties to the west.*
- The variance will not permit the establishment of any use which is not otherwise listed as a permitted use or a special exception in the district, or which is expressly or by implication prohibited by this Code. (Note: Section 1107 for provisions regarding the replacement of non-conforming uses with other non-conforming uses.)
 - *The variance will not permit the establishment of any use which is not otherwise listed as a permitted use or a special exception in the district. The Hotel is a permitted use.*
- There exist special circumstances or conditions, fully described in the findings, applicable to the land or structures for which the variance is sought, which are peculiar to such land or structures and which do not apply generally to land or structures in the area, and which are such that the strict application of the provisions of this Code would deprive the property owner of the reasonable use of such land or structures.
 - *There exist special circumstances or conditions as the common access drive is in place and existing parking that are in existing easements.*
- There must be deprivation of beneficial use of land, as opposed to mere loss in value as justification for the variance.
 - *There is deprivation of the beneficial use of the land as opposed to mere loss in value. This is not a monetary reason for the request. It is simply due to the location of the aisle with the property line running through the middle.*
- There is proof of hardship or practical difficulty created by the strict application of this Code, beyond simply a showing that greater profit will result if the variance is granted. Economic hardship is not grounds for the variance. Furthermore, the hardship complained of is not self-created nor is it established on this basis by one who purchased with or without knowledge of the restrictions. The hardship results from the application of this Code and is suffered directly by the property in question.
 - *There is a proof of hardship and this is not an economic request. The common access drive is in place and the existing parking.*
- The variance is necessary for the reasonable use of the land or building, and the variance as granted is the minimum variance that will accomplish this purpose.
 - *The variance is necessary for the reasonable use of the land, and the variance as granted is the minimum variance that will accomplish this purpose. It is due to the location of the property line in an existing easement area*

- The variance will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values of the adjacent area.
 - *The variance will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values of the adjacent area. The existence of the existing aisle does not do any of the previously mentioned items.*
- The variance will not confer on the property owner any special privilege that is unduly denied by this Code to other land, structures, or buildings in the same district.
 - *The variance will not confer on the property owner any special privilege that is unduly denied by this Code. The neighbors are restaurants and hotels and there are no residence in the area.*
- No nonconforming use of neighboring land or structures in the same district and no permitted or nonconforming use of land or structures in other districts are considered as grounds for approval of the variance.
 - *Our application does not consider nonconforming use of neighboring land. Although, with today's standards, the IHOP and Olive Garden are considered a nonconforming use.*
- The variance is not a matter of convenience when other remedies are available within the provisions of this Code.
 - *This is not a matter of convenience for the request. It is simply due to the location of the drive aisle. There are no other reasonable remedies available.*

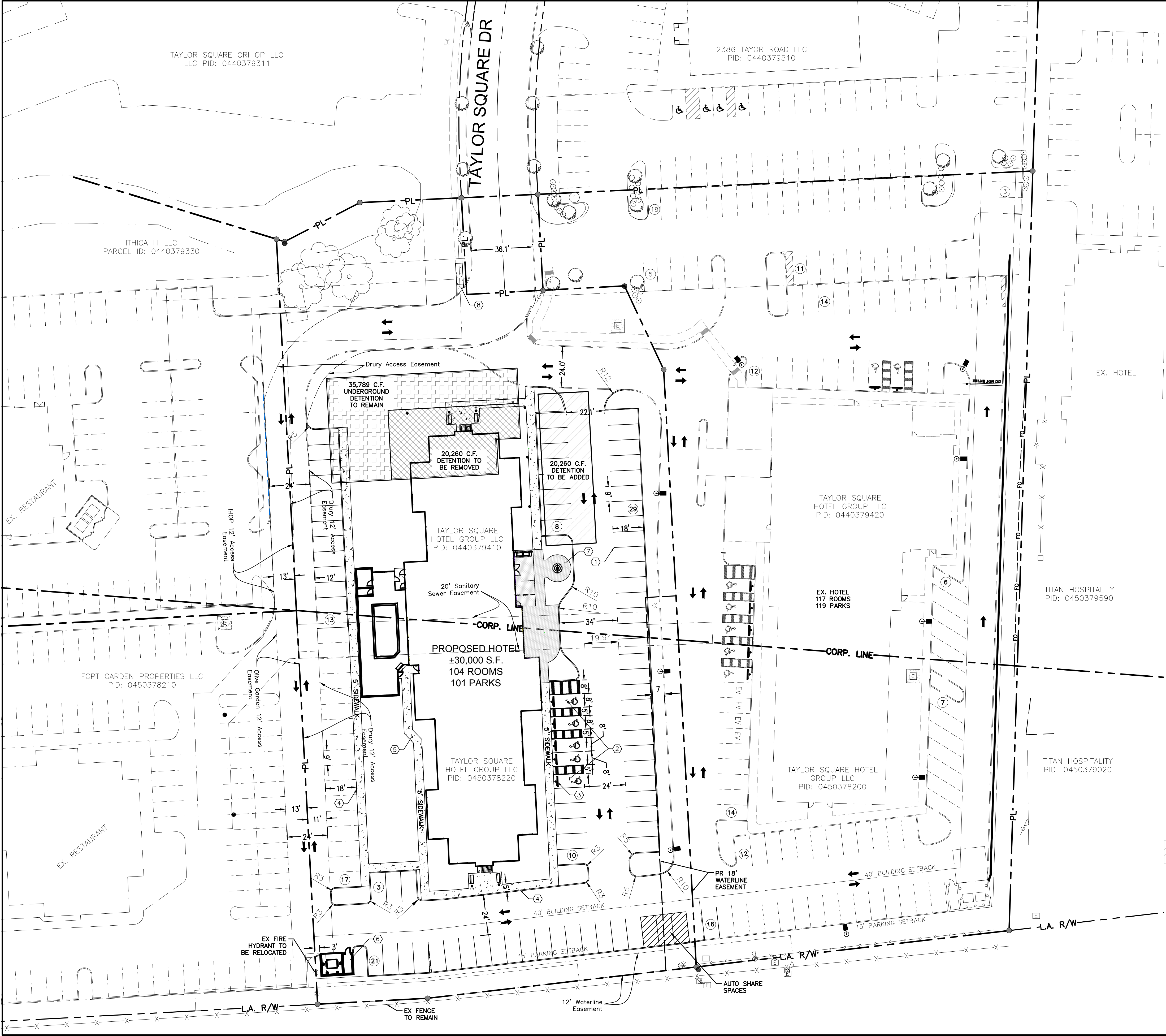
Section 1109.11.D Landscape Buffer/Islands

STANDARDS FOR VARIANCE

- The variance is in accord with the general purpose and intent of the regulations imposed by this Code in the district in which it is located, and shall not be injurious to the area or otherwise detrimental to the public welfare.
 - *The variance is in accord with the general purpose and intent of the regulations imposed by this Code in the district in which it is located, and shall not be injurious to the area or otherwise detrimental to the public welfare. Moving the buffer screening and 3 less islands won't be injurious to the area or detrimental to the public*
- The variance will not permit the establishment of any use which is not otherwise listed as a permitted use or a special exception in the district, or which is expressly or by implication prohibited by this Code. (Note: Section 1107 for provisions regarding the replacement of non-conforming uses with other non-conforming uses.)
 - *The variance will not permit the establishment of any use which is not otherwise listed as a permitted use or a special exception in the district. The Hotel is a permitted use.*
- There exist special circumstances or conditions, fully described in the findings, applicable to the land or structures for which the variance is sought, which are peculiar to such land or structures and which do not apply generally to land or structures in the area, and which are such that the strict application of the provisions of this Code would deprive the property owner of the reasonable use of such land or structures.
 - *To place the property buffer along the west property line can't be done as there is a common access drive in place and existing parking that are in existing easements. The need for parking spaces is necessary for the Hotels is required, which causes the reduction of 3 islands*
- There must be deprivation of beneficial use of land, as opposed to mere loss in value as justification for the variance.
 - *There is deprivation of the beneficial use of the land as opposed to mere loss in value. This is not a monetary reason for the request. It is simply due to the location of the buffer and the need for parking*
- There is proof of hardship or practical difficulty created by the strict application of this Code, beyond simply a showing that greater profit will result if the variance is granted. Economic hardship is not grounds for the variance. Furthermore, the hardship complained of is not self-created nor is it established on this basis by one who purchased with or without knowledge of the restrictions. The hardship results from the application of this Code and is suffered directly by the property in question.
 - *There is a proof of hardship and this is not an economic request. To place the property buffer along the west property line can't be done as there is a common access drive in place and existing parking. The need for parking spaces is necessary for the Hotels is required, which causes the reduction of 3 islands.*
- The variance is necessary for the reasonable use of the land or building, and the variance as granted is the minimum variance that will accomplish this purpose.
 - *The variance is necessary for the reasonable use of the land, and the variance as granted is the minimum variance that will accomplish this purpose. It is due to the location of the buffer in an existing easement area and the need for parking.*

- The variance will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values of the adjacent area.
 - *The variance will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values of the adjacent area. The moving of the buffer area and reduction of parking islands does not do any of the previous mentioned items.*
- The variance will not confer on the property owner any special privilege that is unduly denied by this Code to other land, structures, or buildings in the same district.
 - *The variance will not confer on the property owner any special privilege that is unduly denied by this Code. The neighbors are restaurants and hotels and there are no residence in the area.*
- No nonconforming use of neighboring land or structures in the same district and no permitted or nonconforming use of land or structures in other districts are considered as grounds for approval of the variance.
 - *Our application does not consider nonconforming use of neighboring land*
- The variance is not a matter of convenience when other remedies are available within the provisions of this Code.
 - *This is not a matter of convenience for the request. It is simply due to the location of the buffer and the need for parking. There are no other reasonable remedies available.*

E:\FoxBackup\24-5-24\Projects\EOH01C1-22360 Taylor Square Hotel Group LLC\500-CAD\591-Civil\593-PrintSheets\CONCEPT\Townplace Concept\Site Plan SF.dwg by: sf on 11/17/2024 11:09 AM ~ for PRIME AE



SITE SUMMARY

ADDRESS: TAYLOR SQUARE DRIVE
PARCEL NUMBER: 045-03782-20
044-03794-10
SITE AREA: 2.22 +/- ACRES
ZONING: CC-COMMUNITY COMMERCIAL
LAND USE: EXISTING: VACANT
PROPOSED: HOTEL
BUILDING AREA: ±30,000 SF HOTEL
104 ROOMS
BUILDING HEIGHT: 44'-00" FT.
VEHICULAR USE AREA: 42,668 S.F.

SITE AREA

ON-SITE IMPERVIOUS AREA	1.53 AC.	69%
PERVIOUS AREA	0.69 AC.	31%
TOTAL SITE AREA	2.22 AC.	100%

PARKING COUNT

• 104 ROOM HOTEL USE
104 ROOMS @1:ROOM=104 PARKING STALLS REQUIRED
3 AUTO SHARE SPACES PROVIDED, PARKING REQUIRED REDUCED BY 3 SPACES
TOTAL REQUIRED PARKING = 101
PARKING PROVIDED: = 101 (5 ADA SPACES)

NOTE:

A TREE SURVEY WAS CONDUCTED ON THIS SITE ON OCTOBER 3, 2022 AND FOUND NO TREE GREATER THAN 18" DBH.

EXISTING UNDERGROUND STORMWATER DETENTION TO BE PARTIALLY RELOCATED AND VOLUMES RETAINED. NEW UNDERGROUND WILL BE CONSTRUCTED PRIOR TO REMOVAL OF EXISTING.

VARIANCE REQUEST FOR MINIMUM AISLE WIDTH ON WEST PROPERTY LINE. ONLY 11' ON HOTEL PROPERTY, BUT A 24' AISLE IS EXISTING AND IN AN EASEMENT.

CODED NOTES

- ① 4" WHITE STRIPING FOR STANDARD PARKING STALLS
- ② HANDICAP PARKING AND VAN ACCESSIBLE SIGNS.
- ③ PARKING BLOCK,
- ④ COMBINED CURB AND WALK
- ⑤ PROPOSED 5' SIDEWALK
- ⑥ PROPOSED DUMPSTER ENCLOSURE, SEE ARCHITECTURAL PLANS FOR DETAIL
- ⑦ PROPOSED PATIO, SEE ARCHITECTURAL PLANS FOR DETAIL
- ⑧ PROPOSED 5' SIDEWALK CONTINUATION WITH CURB RAMP

LEGEND

- | | |
|------------------------|-----------------------------|
| ----- PL ----- | PROPERTY LINE |
| ----- LA R/W ----- | LIMITED ACCESS RIGHT-OF-WAY |
| ===== EX. CURB ===== | EX. CURB |
| ===== PROP. CURB ===== | PROP. CURB |
| ○ | EX. FIRE HYDRANT |
| → | TRAFFIC PATTERN ARROWS |

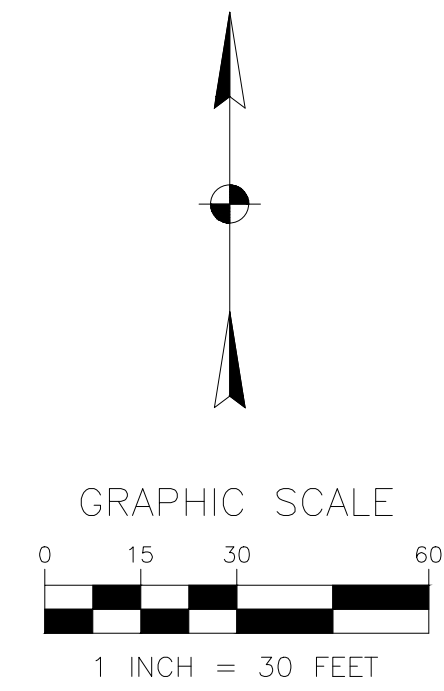
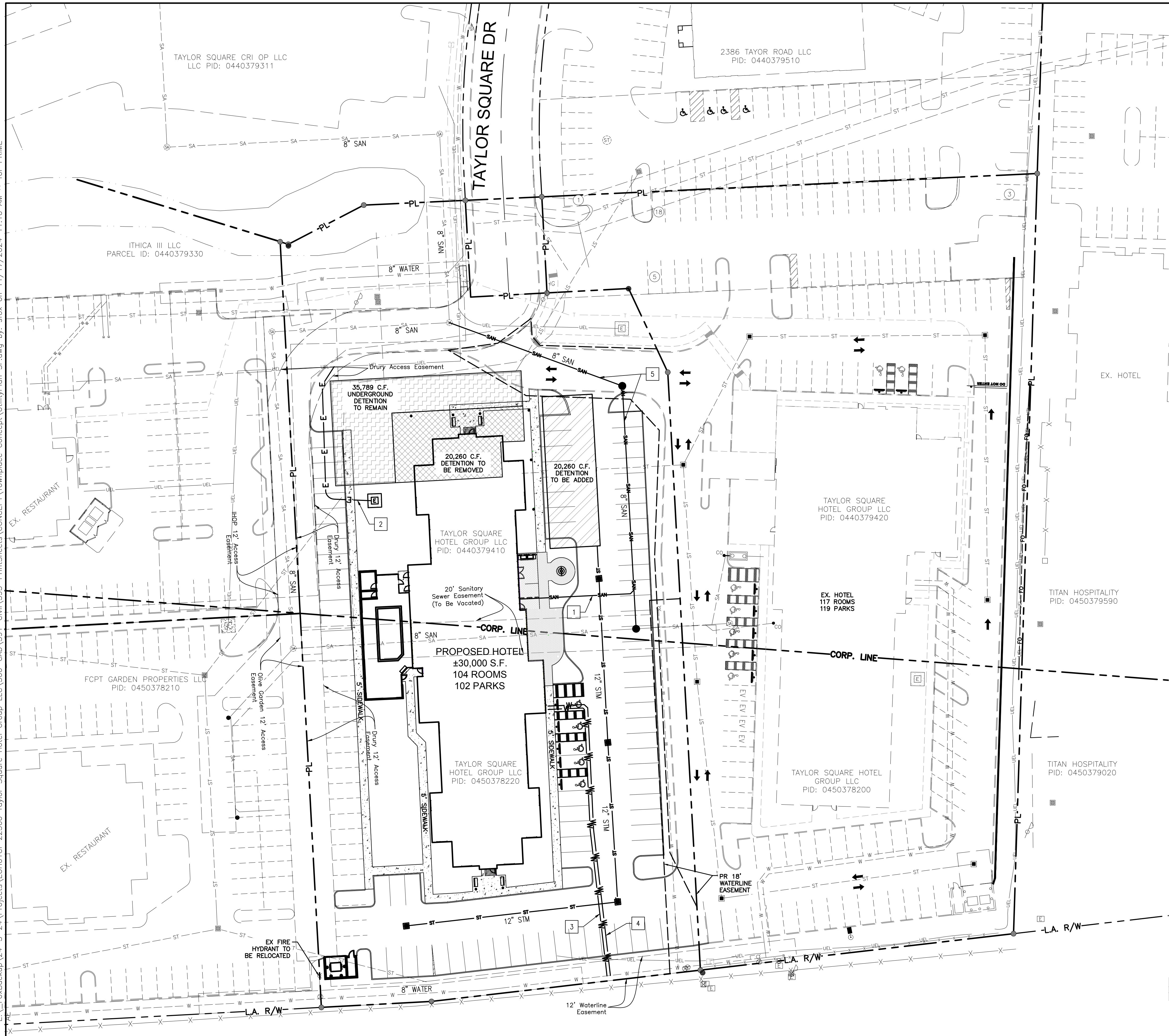
- | | | | |
|--|----------------------------|--|---------------------------|
| | NEW UNDERGROUND STORM | | PATIO PAVERS |
| | EXISTING UNDERGROUND STORM | | PROPOSED CONCRETE SURFACE |
| | REMOVED UNDERGROUND STORM | | |

PRELIMINARY
NOT FOR CONSTRUCTION

8415 PULSAR PLACE | SUITE 300
COLUMBUS, OH 43240
P 614-839-0250 | F 614 839 0251

REYNOLDSBURG, FRANKLIN COUNTY, OH
ENGINEERING PLANS
FOR
MARRIOTT TOWNPLACE
TAYLOR SQUARE DRIVE
SITE PLAN

DATE	
REVISIONS	
NO	
DRAWN BY:	CHECKED BY:
JS	SF
SCALE:	1" = 30'
DATE:	09/24/2024
SHEET NO.	C-1



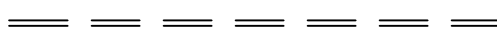
UTILITY PLAN NOTES

1. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING AROUND EXISTING UTILITIES. COORDINATE ANY RELOCATION WITH RESPECTIVE UTILITY OWNER.
2. THE INFORMATION SHOWN CONCERNING EXISTING UTILITIES IS NOT REPRESENTED, WARRANTED OR GUARANTEED TO BE COMPLETE OR ACCURATE. (INVESTIGATION, LOCATION, SUPPORT, PROTECTION, AND RESTORATION OF ALL EXISTING UTILITIES AND APPURTENANCES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, PRIOR TO CONSTRUCTION TO DETERMINE IN THE FIELD THE ACTUAL LOCATION AND ELEVATIONS OF ALL EXISTING UTILITIES WHETHER SHOWN ON THE PLANS OR NOT.) THE CONTRACTOR SHALL CALL THE OHIO UTILITIES PROTECTION SERVICES, OUPS, AT 811 OR 1-800-362-2764 TWO (2) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
3. WATER REQUIRES MINIMUM CLEARANCES OF 1.5' VERTICAL AND 10.0' HORIZONTAL TO ALL SEWERS. THE CONTRACTOR SHALL PROVIDE MINIMUM CLEARANCES OF 1.0' VERTICAL AND 3.0' HORIZONTAL BETWEEN OTHER UNDERGROUND UTILITIES. NO FACILITY SHALL BE INSTALLED WITH LESS THAN THESE MINIMUM CLEARANCES WITHOUT THE WRITTEN APPROVAL OF THE OWNERS OF THE UTILITIES INVOLVED. THE CONTRACTOR SHALL EXPOSE ALL UTILITIES OR STRUCTURES PRIOR TO CONSTRUCTION TO VERIFY THE VERTICAL AND HORIZONTAL CLEARANCES WITH PROPOSED CONSTRUCTION. THE COST OF THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR VARIOUS ITEMS. THE FLOW OF ALL SEWERS, DRAINS AND WATER COURSES ENCOUNTERED AND DISTURBED OR DESTROYED DURING THE EXECUTION OF THE WORK SHALL BE RESTORED BY THE CONTRACTOR TO A SATISFACTORY CONDITION. PAYMENT FOR THIS ITEM SHALL BE INCLUDED IN THE PRICE BID FOR THE VARIOUS RELATED ITEMS. THE CITY OF REYNOLDSBURG OFFICE SHALL BE NOTIFIED IMMEDIATELY FOR ANY DISTURBANCES.
4. THE CONTRACTOR SHALL RESTORE OFF-SITE CONSTRUCTION AREAS TO EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO COMMENCEMENT.
5. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES FOUND BETWEEN THE PLANS OR FIELD CONDITIONS PRIOR TO START OF CONSTRUCTION.

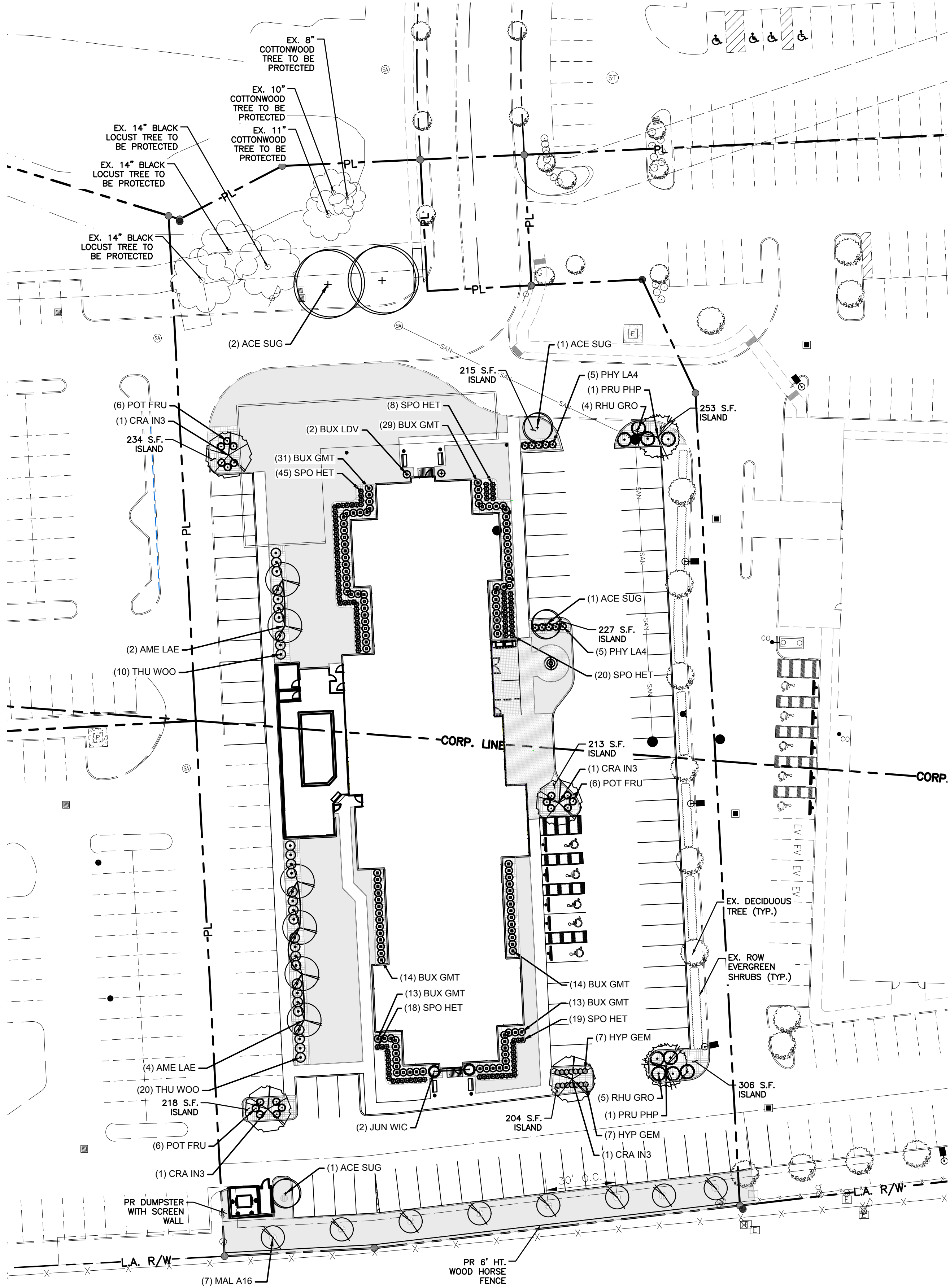
KEYED NOTES

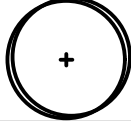
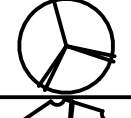
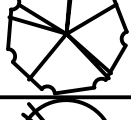
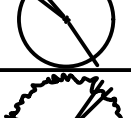
- 1 SANITARY SEWER LATERAL: BUILD NEW 6" P.V.C. ASTM D-3034 SDR 35. JOINTS SHALL CONFORM TO ASTM D-3212. PROVIDE CLEANOUTS AS INDICATED BY "C.O." PER DETAIL ON SHEET C-4. MAINTAIN MINIMUM 18" CLEARANCE AT STORM SEWER CROSSING. MAINTAIN MINIMUM SLOPE OF 2.08%
- 2 ELECTRIC SERVICE: CONTRACTOR SHALL COORDINATE WITH THE POWER COMPANY TO VERIFY THE LOCATION, ORIGIN OF SERVICE, AND SECONDARY WIRING DESIGN.
- 3 PROPOSED 4" DOMESTIC WATER SERVICE.
- 4 PROPOSED 6" FIRE SERVICE.
- 5 PROPOSED RELOCATED 8" SANITARY SEWER

LEGEND

	PROPERTY LINE
	LIMITED ACCESS RIGHT-OF-WAY
	EX. CURB
	PROP. CURB
	EX. FIRE HYDRANT
	EX. LIGHT POLE
	EX. CATCH BASIN
	PROP. CATCH BASIN
	EX. CURB INLET
	EX. STORM MANHOLE
	EX. SAN. MANHOLE

 NEW UNDERGROUND STORM
 EXISTING UNDERGROUND STORM
 REMOVED UNDERGROUND STORM
 PATIO PAVERS
 PROPOSED CONCRETE SURFACE



PLANT SCHEDULE		
SYMBOL	CODE	COMMON NAME
TREES		
	ACE SUG	SUGAR MAPLE
	AME LAE	ALLEGHENY SERVICEBERRY
	CRA IN3	THORNLESS COCKSPUR HAWTHORN
	MAL A16	ADIRONDACK CRABAPPLE
	PRU PHP	MT. ST. HELENS® FLOWERING PLUM
SHRUBS		
	BUX GMT	GREEN MOUNTAIN BOXWOOD
	BUX LDV	GREEN PILLAR COMMON BOXWOOD
	HYP GEM	GEMO ST. JOHNSWORT
	JUN WIC	WICHITA BLUE JUNIPER
	PHY LA4	LADY IN RED NINEBARK
	POT FRU	BUSH CINQUEFOIL
	RHU GRO	GRO-LOW FRAGRANT SUMAC
	SPO HET	PRAIRIE DROPSEED
	THU WOO	WOODWARD ARBORVITAE

NOTE:
VARIANCE REQUEST FOR LANDSCAPE PROPERTY BUFFER
REQUIREMENTS AND NUMBER OF LANDSCAPE ISLANDS REQUIRED
(11 REQUIRED, 8 PROVIDED)

PRELIMINARY
NOT FOR CONSTRUCTION



8415 PULSAR PLACE | SUITE 300
COLUMBUS, OH 43240
P 614-839-0250 | F 614 839.0251

REYNOLDSBURG, FRANKLIN COUNTY, OH
ENGINEERING PLANS
FOR
MARRIOTT TOWNPLACE
TAYLOR SQUARE DRIVE
LANDSCAPE PLAN

[illegible]

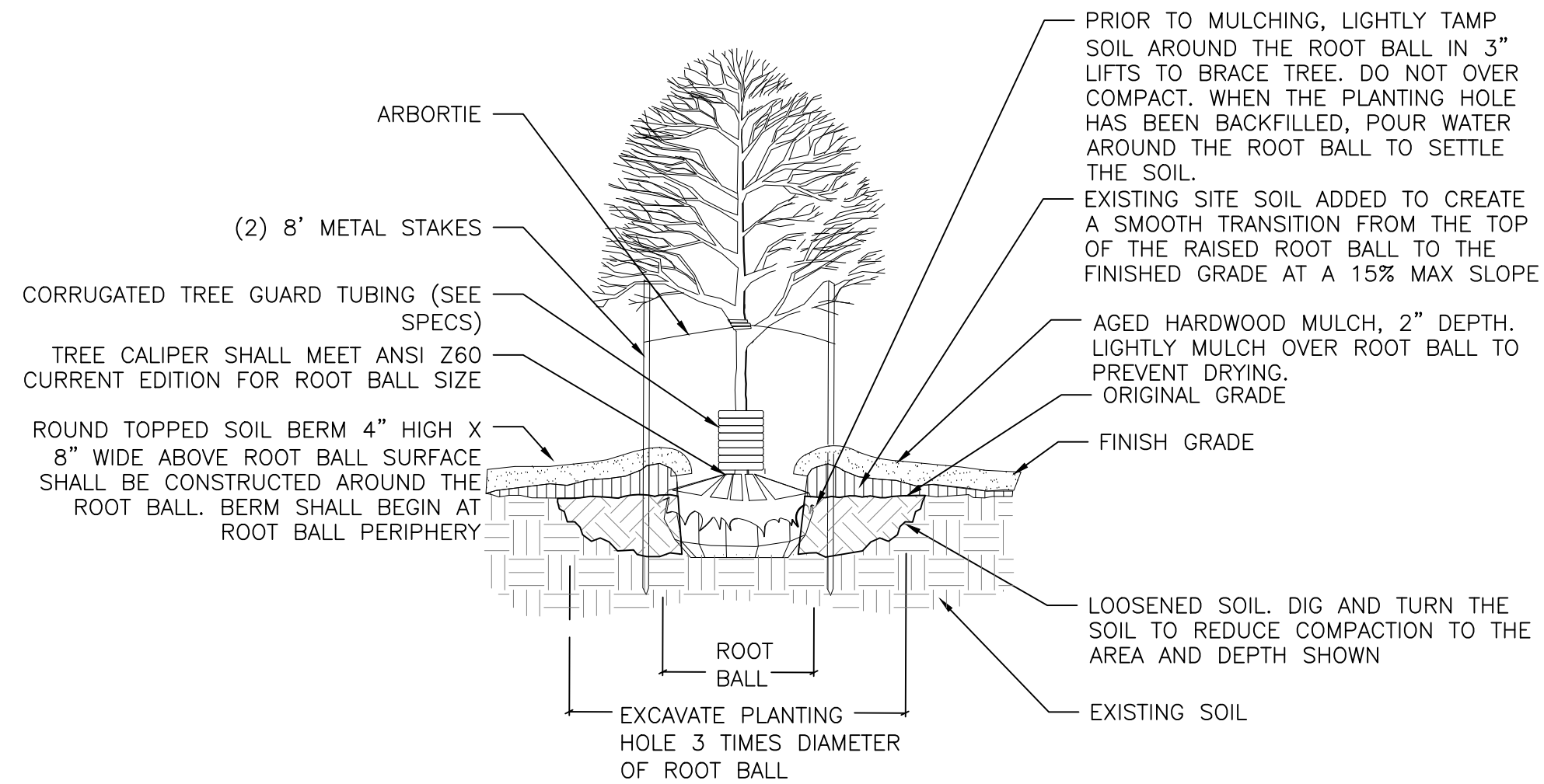
DRAWN BY:	CHECKED BY:
JS	SF

SCALE:
 $1'' = 30'$

DATE: 09/24/2024

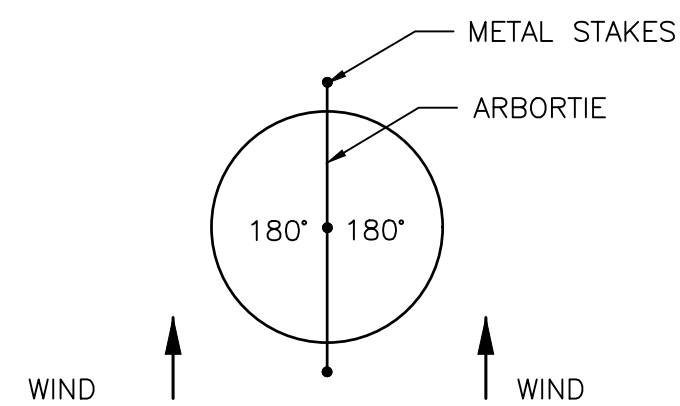
SHEET NO.

L-2



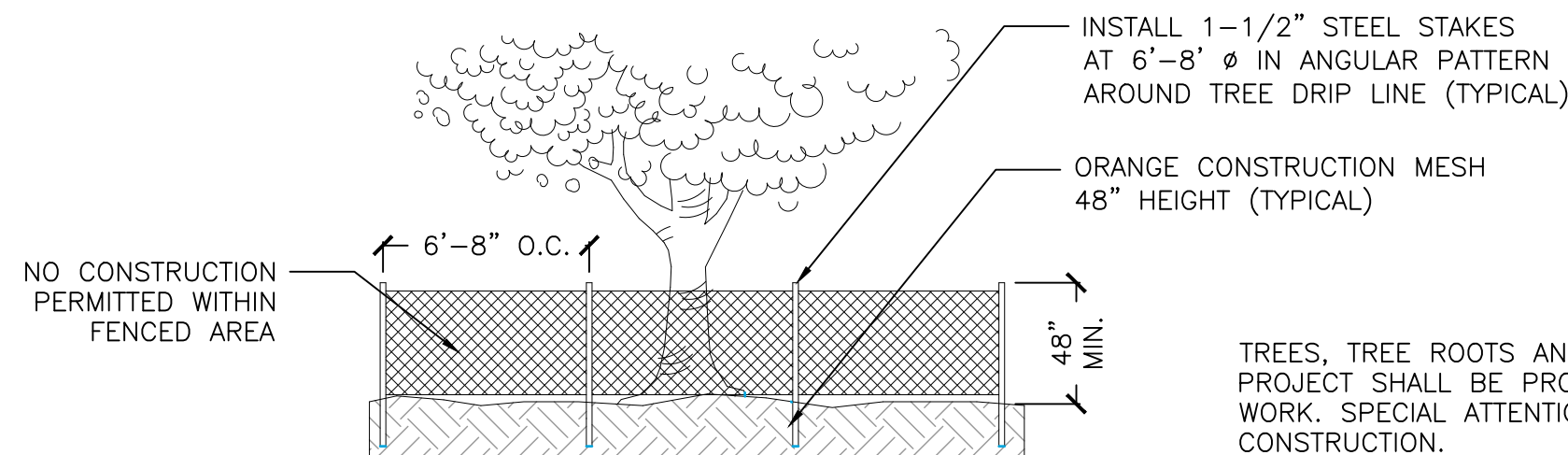
DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE



GUYING PATTERN FOR DECIDUOUS TREE PLANTING

NOT TO SCALE



TREE PROTECTION DETAIL

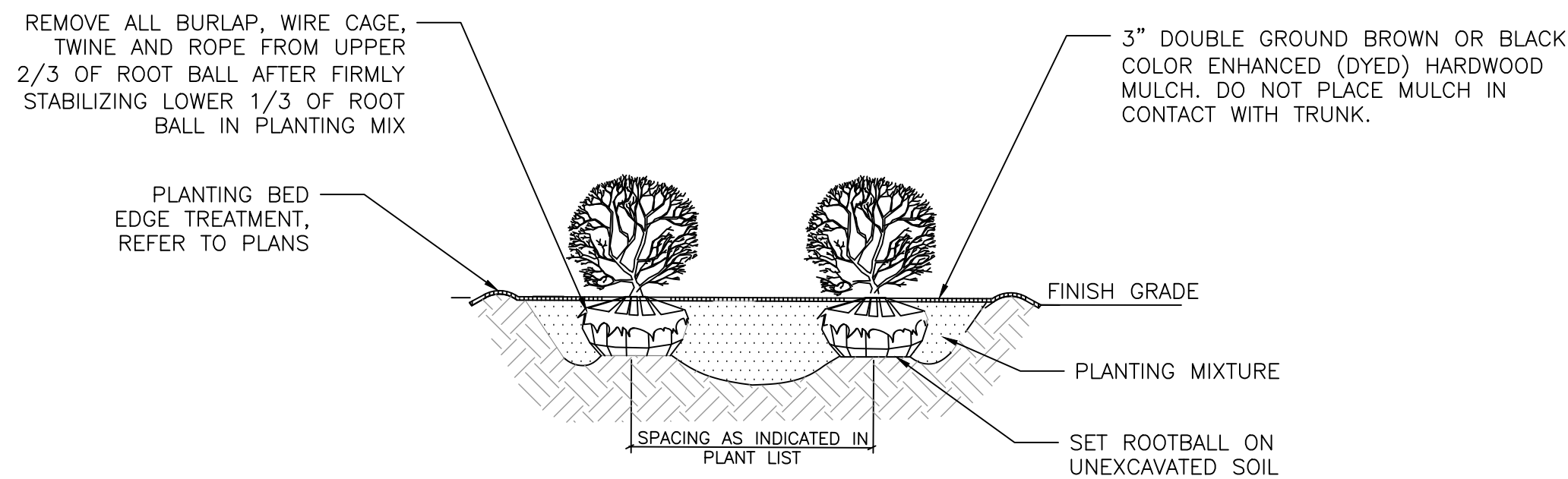
TO BE USED ON ALL EXISTING TREES
NO SCALE

NO CONSTRUCTION
PERMITTED WITHIN
FENCED AREA

TREES, TREE ROOTS AND LIMBS INCLUDED WITHIN THE CONSTRUCTION LIMITS OF THE PROJECT SHALL BE PROTECTED AGAINST INJURY OR DAMAGE DURING THE COURSE OF WORK. SPECIAL ATTENTION SHALL BE PAID TO BRANCHES, TRUNKS AND ROOTS DURING CONSTRUCTION.

THE CONTRACTOR SHALL FOLLOW THE MOST RECENT EDITION OF THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A300 STANDARDS IN EFFECT AT THE TIME THE CONTRACT IS EXECUTED, WHICH ARE THE GENERALLY ACCEPTED INDUSTRY STANDARDS FOR TREE CARE PRACTICES. ANY WORK INVOLVING TREE CARE SHALL BE SUPERVISED BY AN ISA CERTIFIED ARBORIST.

ANY TREES DAMAGED OR DESTROYED DUE TO CONTRACTOR NEGLIGENCE SHALL BE TREATED OR REMOVED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL, AT THE CONTRACTOR'S EXPENSE, REPLACE THE DESTROYED TREES PER THE CITY'S TREE PROTECTION AND MITIGATION POLICY AS PART OF THE WORK.



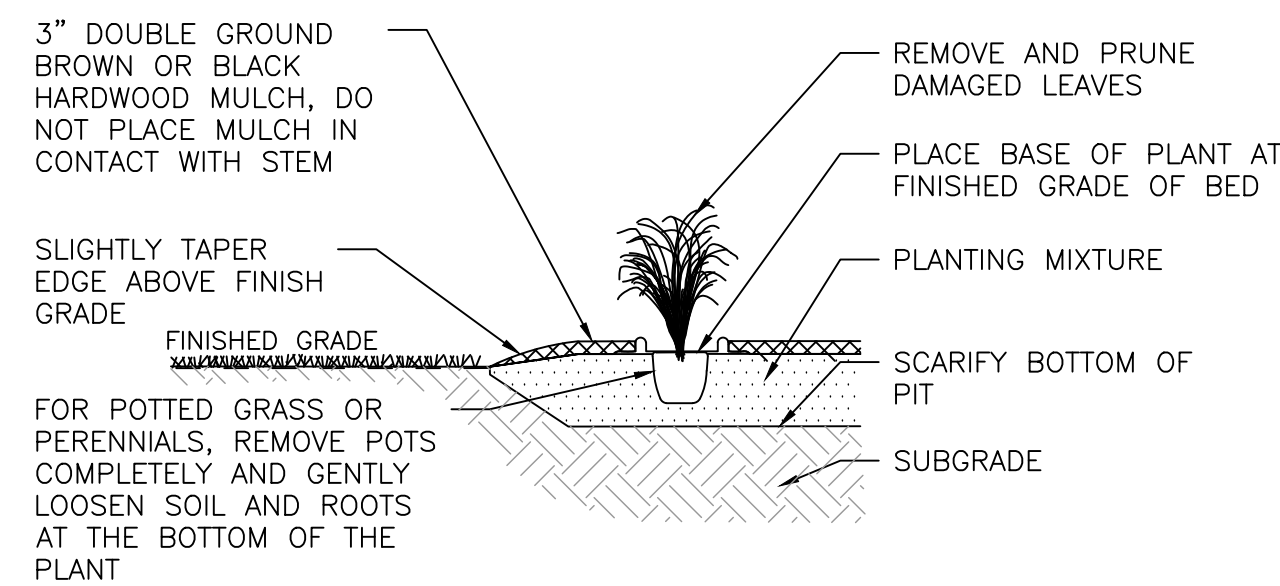
NOTES:

ALL SHRUBS PLANTED IN ROWS OR MASSES SHALL BE MATCHED IN SIZE AND FORM.

SHRUBS SHALL BEAR SAME RELATION TO FINISH GRADE AS THEY BORE TO EXISTING GRADE IN THE PREVIOUSLY PLANTED CONDITION.

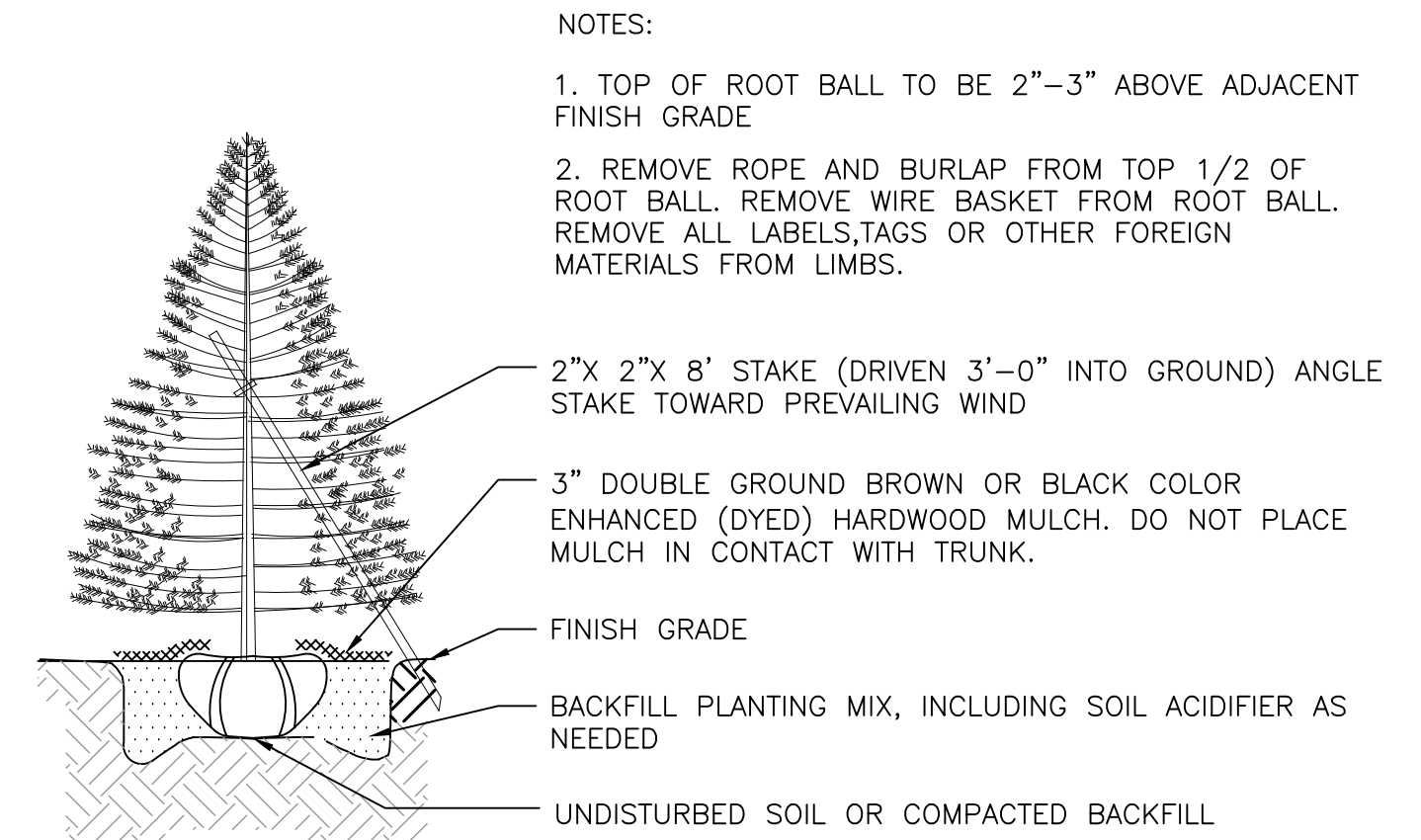
MASS SHRUB PLANTING DETAIL
(B&B OR CONTAINER)

NOT TO SCALE



GRASS AND PERENNIAL PLANTING DETAIL

NOT TO SCALE



NOTES:

1. TOP OF ROOT BALL TO BE 2"–3" ABOVE ADJACENT FINISH GRADE
2. REMOVE ROPE AND BURLAP FROM TOP 1/2 OF ROOT BALL. REMOVE WIRE BASKET FROM ROOT BALL. REMOVE ALL LABELS, TAGS OR OTHER FOREIGN MATERIALS FROM LIMBS.

- 2"X 2"X 8' STAKE (DRIVEN 3'-0" INTO GROUND) ANGLE
STAKE TOWARD PREVAILING WIND

- 3" DOUBLE GROUND BROWN OR BLACK COLOR
ENHANCED (DYED) HARDWOOD MULCH. DO NOT PLACE
MULCH IN CONTACT WITH TRUNK.

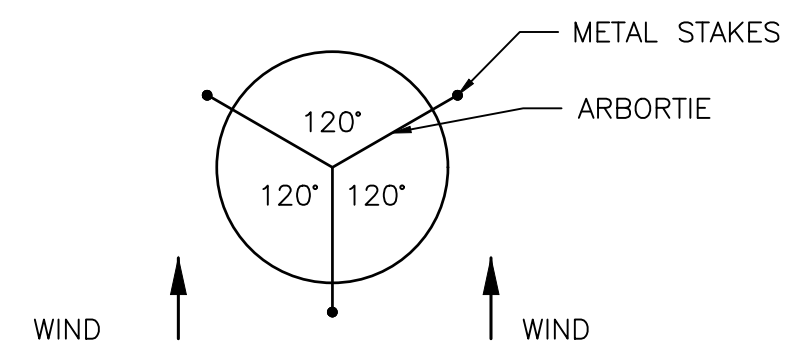
- FINISH GRADE

- BACKFILL PLANTING MIX, INCLUDING SOIL ACIDIFIER AS
NEEDED

- UNDISTURBED SOIL OR COMPACTED BACKFILL

EVERGREEN TREE PLANTING DETAIL

NOT TO SCALE



FOR TREES ON 4:1 OR STEEPER SLOPES, PLACE 2 GUYS UPSLOPE, ONE DOWNSLOPE; OTHERWISE PLACE FOR PREVAILING WIND.

GUYING PATTERN FOR EVERGREEN TREE PLANTING

[illegible]

DRAWN BY:
JS

CHECKED BY:
SF

SCALE:

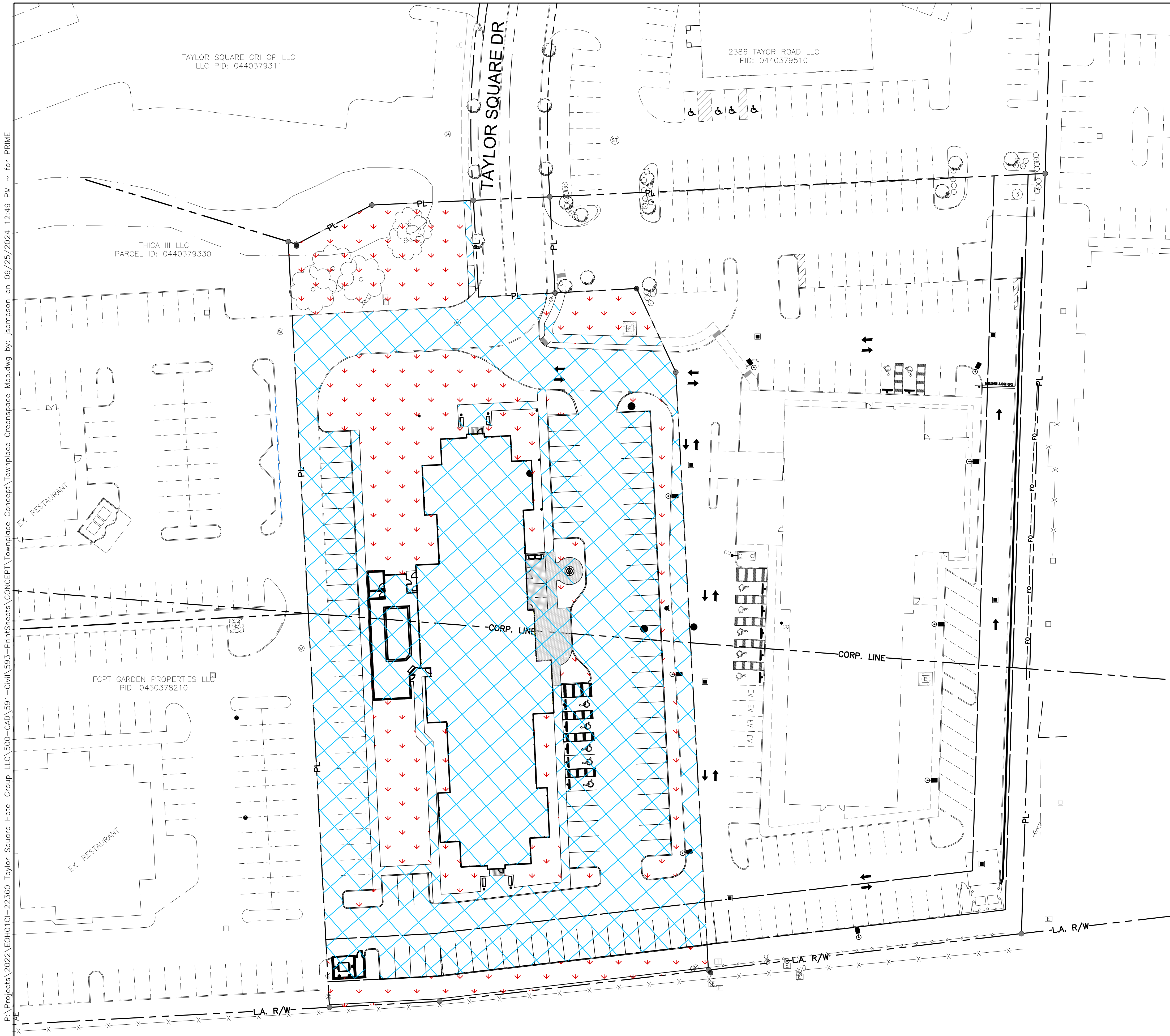
NTS

DATE:

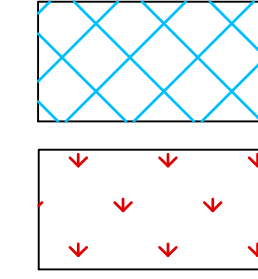
09/24/2024

SHEET NO.

L-3



LEGEND



IMPERVIOUS AREA

PERVIOUS AREA

SITE AREA

ON-SITE		
IMPERVIOUS AREA	1.53 AC.	69%
<u>PERVIOUS AREA</u>	<u>0.69 AC.</u>	<u>31%</u>
TOTAL SITE AREA	2.22 AC.	100%

DATE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							</
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REYNOLDSBURG, FRANKLIN COUNTY, OH
ENGINEERING PLANS
FOR
MARRIOTT TOWNPLACE
TAYLOR SQUARE DRIVE



8415 PULSAR PLACE | SUITE 300
COLUMBUS, OH 43240
P 614-839-0250 | F 614 839 0251

ALTA/NSPS LAND TITLE SURVEY

SECTION 20, TOWNSHIP 16, RANGE 20

REFUGEE LANDS

CITY OF REYNOLDSBURG, COUNTY OF FAIRFIELD, STATE OF OHIO

DESCRIPTION FROM TITLE COMMITMENT NO. 1549101:

TRACT I: (044-03794.10, 044-73794.10, 045-03782.20)

Situated in the State of Ohio, County of Fairfield, City of Reynoldsburg, being located in Section 20, Township 16, Range 20, Refugee Lands, and being 2.221 acres out of a 5.284 acre tract conveyed to Drury Inns by record in Official Record 1335, Page 1129, all references being to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2219, found at the intersection of the Franklin, Fairfield, and Licking County lines, said monument also being the northeast corner of the Norwest quarter of said Section 20;

Thence along the common line between Franklin and Fairfield Counties, said line being the north line of said Section 20, North 88° 10' 58" West a distance of 1055.39 feet;

Thence South 1° 49' 02" West a distance of 1215.98 feet to an iron pipe found in the southerly right of way line of the Taylor Road Extension, as recorded in Deed Book 684, Page 944, said pin being the northwesterly corner of a 1.933 acre tract conveyed to First Hospitality Company, LLC, as recorded in Deed Book 691, Page 331;

Thence along the westerly line of said 1.933 acre tract South 0° 09' 37" East a distance of 597.33 feet to an iron pipe found (1-1/4" iron pipe - capped with no marking) in the northerly limited access right of way line of Interstate 70, said pin also being the southwesterly corner of said 1.933 acre tract, said pin also being the southeasterly corner of said 5.284 acre tract;

Thence along said northerly line, also being the southerly line of said 5.284 acre tract, South 81° 24' 43" West a distance of 185.50 feet to an iron pin set, said pin also being the TRUE POINT OF BEGINNING for the parcel herein described;

Thence continuing along said line South 81° 24' 43" West a distance of 159.29 feet to an iron pin found at an angle point in said line;

Thence continuing along said line South 84° 57' 13" West a distance of 64.90 feet to an iron pin set;

Thence leaving said line across said 5.284 acre tract along the following new course, North 05° 01' 42" West a distance of 451.07 feet (passing an iron pin set at 232.05 feet) to an iron pin set on the southerly line of a 1.687 acre tract conveyed to Ohio Retail II LL, LLC as recorded in Official Record 1417, Page 3221;

Thence along said southerly line, also being the northerly line of said 5.284 acre tract, South 74° 57' 20" East a distance of 5.04 feet to an iron pin set;

Thence continuing along said line North 60° 35' 24" East a distance of 50.00 feet to a 2" magnetic nail set in a boulder;

Thence continuing along said line North 85° 24' 16" East a distance of 59.87 feet to an iron pin set at the northwesterly corner of a 0.058 acre tract conveyed to the City of Reynoldsburg in Deed Book 684, Page 941;

Thence along the westerly line of said 0.058 acre tract, also being one of the easterly lines of said 5.284 acre tract, South 05° 04' 29" East a distance of 56.98 feet to an iron pin set;

Thence along the southerly line of said 0.058 acre tract, also being one of the northerly lines of said 5.284 acre tract, North 84° 55' 31" East a distance of 45.00 feet to an iron pin set;

Thence leaving said line across said 5.284 acre tract the following three new courses:

- 1) North 84° 58' 39" East a distance of 48.08 feet to an iron pin set;
- 2) South 27° 01' 23" East a distance of 54.36 feet to an iron pin set;
- 3) South 05° 04' 11" East a distance of 352.27 feet to the TRUE POINT OF BEGINNING, containing 2.221 acres;

The tract described above is contained within Fairfield County Auditor's Parcel Numbers 045-03782-00 and 044-03794-00. Of this tract, 1.095 acres is located in Auditor's Parcel Number 045-03782-00, and 1.126 acres is located in Auditor's Parcel Number 044-03794-00.

Subject to all legal easements, right of ways, and use restrictions of record.

Monuments referred to as iron pins set are 5/8" inch diameter x 30-inch long iron bars with yellow caps stamped WD PARTNERS, P.S. #8124.

Monuments referred to as iron pipes found are 13/16" pipes marked "EMH&T Inc." unless otherwise noted.

This description was prepared and reviewed on August 8, 2007 by Kevin P. Carpenter, Registered Surveyor Number 8124. This description is based on a survey made in July 2007 under the direct supervision of Kevin P. Carpenter Registered Surveyor Number 8124.

The bearings used in this description are based on the centerline of Interstate Route 70 (North 72° 28' 35" East), as shown in plans FAI-70-0.00/LIC-70-0.00 as found at the Ohio Department of Transportation. All bearings shown herein are for project use only.

TRACT II: (044-03794.20, 044-73794.20, 045-03782.00)

Situated in the State of Ohio, County of Fairfield, City of Reynoldsburg, being located in Section 20, Township 16, Range 20, Refugee Lands, and being 0.021 acre out of a 1.277 acre tract conveyed to Drury Inns by record in Official Record 1297, Page 2033, and being 2.198 acre out of a 5.284 acre tract conveyed to Drury Inns by record in Official Record 1335, Page 1129, all references being to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly escribed as follows:

Beginning for reference at Franklin County Geodetic Survey Monument Number 2219, found at the intersection of the Franklin, Fairfield, and Licking County lines, said monument also being the northeast corner of the northwest quarter of said Section 20;

Thence along the common line between Franklin and Fairfield Counties, said line being the north line of said Section 20, North 88° 10' 58" West a distance of 1055.39 feet;

Thence South 1° 49' 02" West a distance of 1215.98 feet to an iron pipe found in the southerly right of way line of the Taylor Road Extension, as recorded in Deed Book 684, Page 944, said pin being the northwesterly corner of a 1.933 acre tract conveyed to First Hospitality Company, LLC, as recorded in Deed Book 691, Page 331;

Thence along the westerly line of said 1.933 acre tract South 0° 09' 37" East a distance of 149.92 feet (passing the southeasterly corner of said 1.277 acre tract, also being the northeasterly corner of said 5.284 acre tract, at a distance of 100.87 feet) to an iron pin set, said pin also being the TRUE POINT OF BEGINNING for the parcel herein described;

Thence continuing along said line, also being the easterly line of said 5.284 acre tract, South 0° 09' 37" East a distance of 447.41 feet to an iron pipe found (1-1/4" iron pipe - capped with no marking) in the northerly limited access right of way line of Interstate 70, said pin also being the southwesterly corner of said 1.933 acre tract, said pin also being the southeasterly corner of said 5.284 acre tract;

Thence along said northerly line, also being the southerly line of said 5.284 acre tract, South 81° 24' 43" West a distance of 185.50 feet to an iron pin set;

Thence leaving said line, across said 5.284 acre tract the following three new courses:

- 1) North 05° 04' 11" West a distance of 352.27 feet to an iron pin set;
- 2) North 27° 01' 23" West a distance of 54.36 feet to an iron pin set;
- 3) South 84° 58' 39" West a distance of 48.08 feet to an iron pin set at the southeasterly corner of a 0.058 acre tract conveyed to City of Reynoldsburg, as recorded in Deed Book 684, Page 941, said pin also being one of the northwesterly corners of said 5.284 acre tract;

Thence along the easterly line of said tract, also being the easterly right of way line of Taylor Square Drive (a public road being 45.00 feet wide), and also being the westerly line of said 5.284 acre tract, North 05° 04' 29" West a distance of 56.60 feet to an iron pipe found at the northeasterly corner of said 0.058 acre tract, said pin also being one of the northwesterly corners of said 5.284 acre tract, said pin also being the southwesterly corner of said 1.277 acre tract;

Thence leaving said line, across said 5.284 acre and 1.277 acre tracts, North 85° 21' 28" East a distance of 291.85 feet (passing a corner of said 5.284 acre and 1.277 acre tracts at a distance of 30.51 feet, and crossing the northerly line of said 5.284 acre tract, also being the southerly line of said 1.277 acre tract, at a distance of 117.27 feet) to the TRUE POINT OF BEGINNING, containing 2.219 acres.

The tract described above is contained within Fairfield County Auditor's Parcel Numbers 004-03795-10, 044-03794-00 and 045-03782-00. Of this tract, 0.021 acres is located in Auditor's Parcel Number 044-03795-10, 1.427 acres is located in Auditor's Parcel Number 044-03794-00 and 0.771 acres is located in Auditor's Parcel Number 045-03782-00.

Subject to all legal easements, right of ways, and use restrictions of record.

Monuments referred to as iron pins set are 5/8" inch diameter x 30-inch long iron bars with yellow caps stamped WD PARTNERS, P.S. #8124.

Monuments referred to as iron pipes found are 13/16" pipes marked "EMH&T Inc." unless otherwise noted.

This description was prepared and reviewed on August 8, 2007 by Kevin P. Carpenter, Registered Surveyor Number 8124. This description is based on a survey made in July of 2007 under the direction and supervision of Kevin P. Carpenter Registered Surveyor Number 8124.

The bearings used in this description are based on the centerline of Interstate Route 70 (North 72° 28' 35" East), as shown in plans FAI-70-0.00/LIC-70-0.00 as found at the Ohio Department of Transportation. All bearings shown herein are for project use only.

TRACT III:

Together with the rights of ingress, egress and access as described within the Reciprocal Easements, Release of Easements and Restrictive Covenants Agreement of record in Deed Book 663 page 446, as re-recorded in Deed Book 666 page 456.

TRACT IV:

Together with a signage easement as described within the Easement of record in Official Record 1117 page 2178.

TRACT V:

Together with the rights of ingress, egress and utilities as described within the Declaration of Ingress, Egress and Utility Easement of record in Official Record 1253 page 3274.

TRACT VI:

Together with a signage easement as described within the Easement of record in Official Record 1253 page 3282.

TRACT VII:

Together with the rights of vehicular ingress and egress as described within the Declaration of Easements and Restrictions of record in Official Record 1478 page 3772. As supplemented in the Supplemental Declaration of Easements and Restrictions of record in Official Record 1542 page 1510. As supplemented in the Supplemental Declaration of Easements and Restrictions of record in Official Record 1572 page 700. As amended by the First Amendment to Supplemental Declaration of Easements and Restrictions of record in Official Record 1574 page 652.

Schedule B Items from Title Commitment No. 1549101 issued by Stewart Title Guaranty Company with an effective date of January 20, 2022 at 10:23 A.M.

Items 1-13 NOT SURVEY RELATED ITEMS.

Item 14 Right of Entry granted to the State of Ohio, as more fully set forth in the document recorded as Deed Book 344 page 415. THE CHANNEL EASEMENTS ARE NOT LOCATED ON THE SUBJECT TRACT.

Item 15 Right of Entry granted to the State of Ohio, as more fully set forth in the document recorded as Deed Book 344 page 420. THE AREA DESCRIBED IS NOT LOCATED ON THE SUBJECT TRACT.

Item 16 Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as Deed Book 364 page 211. THE 10' STUB POLE AND ANCHOR EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) AS APPROXIMATELY SHOWN HEREON.

Item 17 Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as Deed Book 372 page 461. THE 5' ELECTRIC EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 18 Easement as more fully set forth in the document recorded as Deed Book 355 page 444. THE 20' INGRESS AND EGRESS EASEMENT IS LOCATED ON THE SUBJECT TRACT AS SHOWN HEREON (TRACTS I, II, V AND VII).

Item 19 Easement as more fully set forth in the document recorded as Deed Book 355 page 448. THE 20' INGRESS AND EGRESS EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) AS SHOWN HEREON.

Item 20 Grant of Right of Way granted to South Central Rural Electric Cooperative, Inc., as more fully set forth in the document recorded as RE 1 page 121. THE 1' ELECTRIC EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 21 Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as Deed Book 367 page 64. THE 5' ELECTRIC OVERHANG EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) AS APPROXIMATELY SHOWN HEREON.

Item 22 Terms, provisions and conditions contained in the Memorandum of Lease by and between Service Station Holdings Inc., lessor, and BP Oil Company, an Ohio corporation, lessee, recorded November 28, 1989 as Lease Volume 78 page 636 and all rights thereunder of and all acts done or suffered thereunder of said lessee or any parties claiming by, through or under said lessee. THE SUBJECT TRACT (TRACTS I, II, V AND VII) IS LOCATED IN THE AREA DESCRIBED, NO EASEMENTS GRANTED THEREIN.

Item 23 Easement as more fully set forth in the document recorded as Deed Book 349 page 347. THE 10' SEWER EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS I AND V) AS SHOWN HEREON.

Item 24 Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as Deed Book 366 page 98. THE 10' STUB POLE AND ANCHOR EASEMENT IS LOCATED ON THE SUBJECT (TRACTS I, V AND VII) TRACT AS APPROXIMATELY SHOWN HEREON.

Item 25 Easement Agreement by and between Gulf Oil Corporation, a Pennsylvania corporation and Thomas R. Lloyd, James A. Salmans and Fred H. Johnson, as more fully set forth in the document recorded as Deed Book 386 page 65. THE 20' ACCESS AND PARKING EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) AS SHOWN HEREON.

Item 26 Easement granted to the State of Ohio, as more fully set forth in the document recorded as Deed Book 191 page 156. THE CREEK MAINTENANCE EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACT III ONLY).

Item 27 Terms, provisions and conditions contained in the Game Refuge Lease by and between W. Vernon Ashton, lessor, and Commission of Conservation of Natural Resources of the State of Ohio, lessee, recorded January 20, 1949 as Lease Volume 43 page 339 and all rights thereunder of and all acts done or suffered thereunder of said lessee or any parties claiming by, through or under said lessee. THE SUBJECT TRACT IS NOT LOCATED IN THE AREA DESCRIBED.

Item 28 Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as Deed Book 400 page 337. THE 5' AND 10' ELECTRIC EASEMENTS ARE LOCATED ON THE SUBJECT TRACT (TRACT II AND V) AS APPROXIMATELY SHOWN HEREON.

Item 29 Deed of Easement granted to the City of Reynoldsburg, Ohio, as more fully set forth in the document recorded as Deed Book 460 page 364. THE WATERLINE EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 30 Deed of Easement granted to the City of Reynoldsburg, Ohio, as more fully set forth in the document recorded as Deed Book 476 page 775. THE 20' WATERLINE EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 31 Easement granted to Noble Inns Corporation, a Georgia corporation, as more fully set forth in the document recorded as Deed Book 519 page 45. THE 20' ACCESS AND PARKING EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) AS SHOWN HEREON.

Item 32 Easement as more fully set forth in the document recorded as Deed Book 347 page 196. THE EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 33 Easement as more fully set forth in the document recorded as Deed Book 347 page 199. THE EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 34 Easement as more fully set forth in the document recorded as Deed Book 569 page 169. THE SUBJECT TRACT (TRACTS II, V AND VII) IS LOCATED IN THE AREA DESCRIBED, NO PLOTTABLE EASEMENTS GRANTED THEREIN.

Item 35 Temporary Easement Agreement granted to Ardmore of Ohio Ltd., an Ohio limited liability company, as more fully set forth in the document recorded as Deed Book 663 page 433. THE TEMPORARY EASEMENT LOCATED ON THE SUBJECT TRACT (TRACT III ONLY).

Item 36 Subject to the terms and conditions of the easements contained within the Reciprocal Easements, Release of Easements and Restrictive Covenant Agreement of record in Deed Book 663 page 446, as re-recorded in Deed Book 666 page 456. THE SUBJECT TRACT (TRACT III ONLY) IS LOCATED IN THE AREA DESCRIBED.

Item 37 Easement & Right of Way granted to Columbus Southern Power Company, as more fully set forth in the document recorded as Deed Book 688 page 360. THE 5' AND 10' ELECTRIC EASEMENTS ARE LOCATED ON THE SUBJECT TRACT (TRACTS I, II AND V) AS SHOWN HEREON.

Item 38 Declaration of Covenants of record in Deed Book 690 page 282, as re-recorded in Deed Book 690 page 881. THE SUBJECT TRACT (TRACTS I, II, III, V AND VII) IS LOCATED IN THE AREA DESCRIBED, NO EASEMENTS GRANTED THEREIN.

Item 39 Subject to the terms and conditions of the Easement granted to Ardmore of Ohio, Ltd., an Ohio limited liability company, of record in Official Record 1117 page 2178. THE SIGN EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACT IV, VI AND VII) AS SHOWN HEREON.

Item 40 Subject to the terms and conditions of the easements as contained within the Declaration of Ingress, Egress and Utility Easement of record in Official Record 1253 page 3274. THE SUBJECT TRACT (TRACTS I, V AND VII) IS LOCATED IN THE AREA DESCRIBED, NO PLOTTABLE EASEMENTS GRANTED THEREIN.

Item 41 Subject to the terms and conditions of the Easement granted to Ardmore of Ohio, Ltd., an Ohio limited liability company of record in Official Record 1253 page 3282. THE SIGN EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS IV, VI AND VII) AS SHOWN HEREON.

Item 42 Declaration of Covenants of record in Deed Book 682 page 824. THE SUBJECT TRACT (TRACT IV, VI AND VII) IS LOCATED IN THE AREA DESCRIBED, NO EASEMENTS GRANTED THEREIN.

Item 43 Signage Easement granted to Van Hoose, Inc., an Ohio corporation, as more fully set forth in the document recorded as Deed Book 683 page 56. THE SIGN EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) AS SHOWN HEREON.

Item 44 Easement & Right of Way granted to Columbus Southern Power Company, as more fully set forth in the document recorded as Deed Book 688 page 350. THE 10' ELECTRIC EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS IV, VI AND VII) AS SHOWN HEREON.

Item 45 Reservations, restrictions, covenants, limitations, easements, assessments, and/or other conditions of record in Official Record 1253 page 3314. THE SUBJECT TRACT (TRACTS I, II, V AND VII) IS LOCATED IN THE AREA DESCRIBED, NO EASEMENTS GRANTED THEREIN.

Item 46 No-Hotel Agreement by and between Ardmore of Ohio, Ltd., an Ohio limited liability company and Drury Inns, Inc., a Missouri corporation of record in Official Record 1253 page 3333. THE SUBJECT TRACT (TRACTS I, II, V AND VII) IS LOCATED IN THE AREA DESCRIBED, NO EASEMENTS GRANTED THEREIN.

Item 47 Reservations, restrictions, covenants, limitations, easements, assessments, and/or other conditions of record in Official Record 1297 page 2033. THE SUBJECT TRACT (TRACTS II, IV, V, VI AND VII) IS LOCATED IN THE AREA DESCRIBED, NO EASEMENT GRANTED THEREIN.

Item 48 Reservations, restrictions, covenants, limitations, easements, assessments, and/or other conditions of record in Official Record 1335 page 1129. THE SUBJECT TRACT (TRACTS I, II, V AND VII) IS LOCATED IN THE AREA DESCRIBED, NO EASEMENTS GRANTED THEREIN.

Item 49 Storm Sewer Utility Deed of Easement granted to the City of Reynoldsburg, Ohio, as more fully set forth in the document recorded as Official Record 1413 page 133. THE 20' STORM SEWER EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS II, V AND VII) AS SHOWN HEREON.

Item 50 Water Utility Deed of Easement granted to the City of Reynoldsburg, Ohio, as more fully set forth in the document recorded as Official Record 1413 page 138. THE 12' WATERLINE EASEMENTS ARE LOCATED ON THE SUBJECT TRACT (TRACTS I, II, V AND VII) AS SHOWN HEREON.

Item 51 Sanitary Sewer Utility Deed of Easement granted to the City of Reynoldsburg, Ohio, as more fully set forth in the document recorded as Official Record 1413 page 151. THE 20' SANITARY SEWER EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS I, II, V AND VII) AS SHOWN HEREON.

Item 52 Subject to the terms and conditions of the easements contained within the Declaration of Easements and Restrictions of record in Official Record 1478 page 3772. As supplemented in the Supplemental Declaration of Easements and Restrictions of record in Official Record 1542 page 1510. As supplemented in the Supplemental Declaration of Easements and Restrictions of record in Official Record 1572 page 700. As amended by the First Amendment to Supplemental Declaration of Easements and Restrictions of record in Official Record 1574 page 652. THE SIGN EASEMENT, ACCESS EASEMENTS AND PARKING EASEMENTS ARE LOCATED ON THE SUBJECT TRACT (TRACTS I, II, IV, V AND VII) AS APPROXIMATELY SHOWN HEREON. THE DETENTION AREA, STAGING AREA AND PARKING CONSTRUCTION AREA EASEMENT COULD NOT BE PLOTTED FROM THE DOCUMENT OF RECORD.

Item 53 Easement & Right of Way granted to Columbus Southern Power Company, as more fully set forth in the document recorded as Official Record 1489 page 915. THE 10' ELECTRIC EASEMENTS IS LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) CENTERED ON THE LINES AS INSTALLED, HOWEVER THE EXACT LOCATION COULD NOT BE DEPICTED FROM THE DOCUMENT OF RECORD.

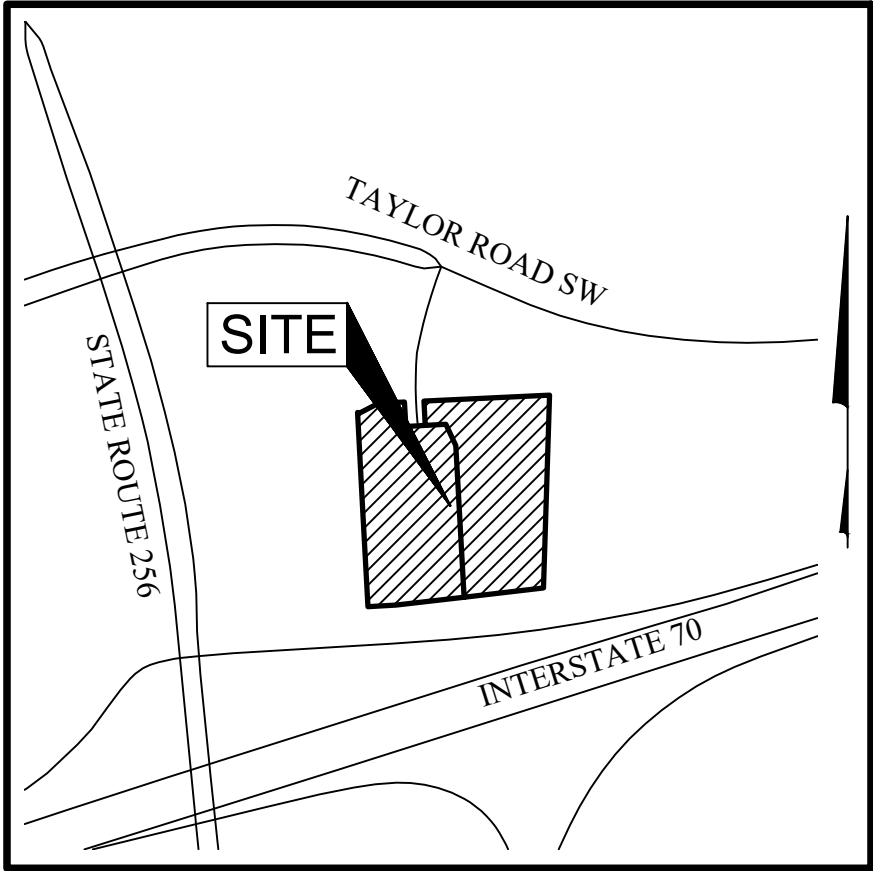
Item 54 Easement granted to Columbia Gas of Ohio, Inc., as more fully set forth in the document recorded as Official Record 1501 page 7. THE 10' AND 20' GAS EASEMENTS ARE LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) AS SHOWN HEREON.

Item 55 Declaration of Covenants of record in Deed Book 693 page 852. THE SUBJECT TRACT IS NOT LOCATED IN THE AREA DESCRIBED.

Item 56 Easement as more fully set forth in the document recorded as Deed Book 681 page 111. THE SIGN EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) AS SHOWN HEREON.

Item 57 Declaration of Restrictions of record in Deed Book 683 page 454. (as to Tract IV) THE SUBJECT TRACT (TRACTS IV, VI AND VII) IS LOCATED IN THE AREA DESCRIBED, NO EASEMENTS GRANTED THEREIN.

Items 58-61 NOT SURVEY RELATED ITEMS.



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

BASIS OF BEARINGS:
The coordinates shown on this map are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011). The portion of the north right-of-way line of Interstate 70, having a bearing of South 83° 21' 32" West and monumented as shown hereon, is designated as the "basis of bearings" for this survey.

FEMA NOTE:
According to the Federal Emergency Management Agency's Flood Insurance Rate Map No. 39049C0366K (dated June 17, 2008), as modified by Case No. 11-05-8753P (dated June 4, 2012), the subject tract shown hereon lies within Zone AE (Area of 1% annual chance flood with Base Flood Elevations determined), and Zone X (areas determined to be outside of the 0.2% annual chance floodplain). Per Case No. 11-05-8753P, 1% annual chance flood discharge contained in culvert located under Taylor Square Drive and between Taylor Square Drive and Taylor Road. Any floodplain lines shown are georeferenced and are not based on actual field elevations.

UTILITY STATEMENT:
A Utility Marking and Plans request was submitted to OHIO811 on January 31, 2022. The utilities shown hereon have been located from field survey information. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities shown are in the exact location indicated, although s/he does certify that they are located as accurately as possible.

SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

POTENTIAL ENCROACHMENT NOTE:
Except as noted below and shown hereon, no evidence of potential encroachments was observed in the process of conducting the field work or determined in the course of analyzing the field work and preparing this survey. This includes potential encroachments: (1) extending from the subject tract onto an adjoining tract, (2) extending from an adjoining tract onto the subject tract, or (3) extending into an easement located on the subject tract. The undersigned makes these representations based solely on a physical observation of the subject tract and does NOT make any representation, opinion, or determination as to the legal validity of any potential encroachment that is shown hereon.

- A. The dog waste bag holder extends over the east boundary line.
- B. The fences extends north and south of the south boundary line.
- C. The sanitary manhole extends outside the 20' sanitary sewer easement of record in Official Record 1413, Page 151 (Item 51).

TABLE A OPTIONAL ITEM NOTES:

- (7a) No buildings were observed on the subject tract at the time the fieldwork was conducted.

CERTIFICATION: Commitment No. 1549101

To: DDC Hotels, Inc., Taylor Square Hotel Group LLC, Stewart Title Guaranty Company, and Stewart Title Company:

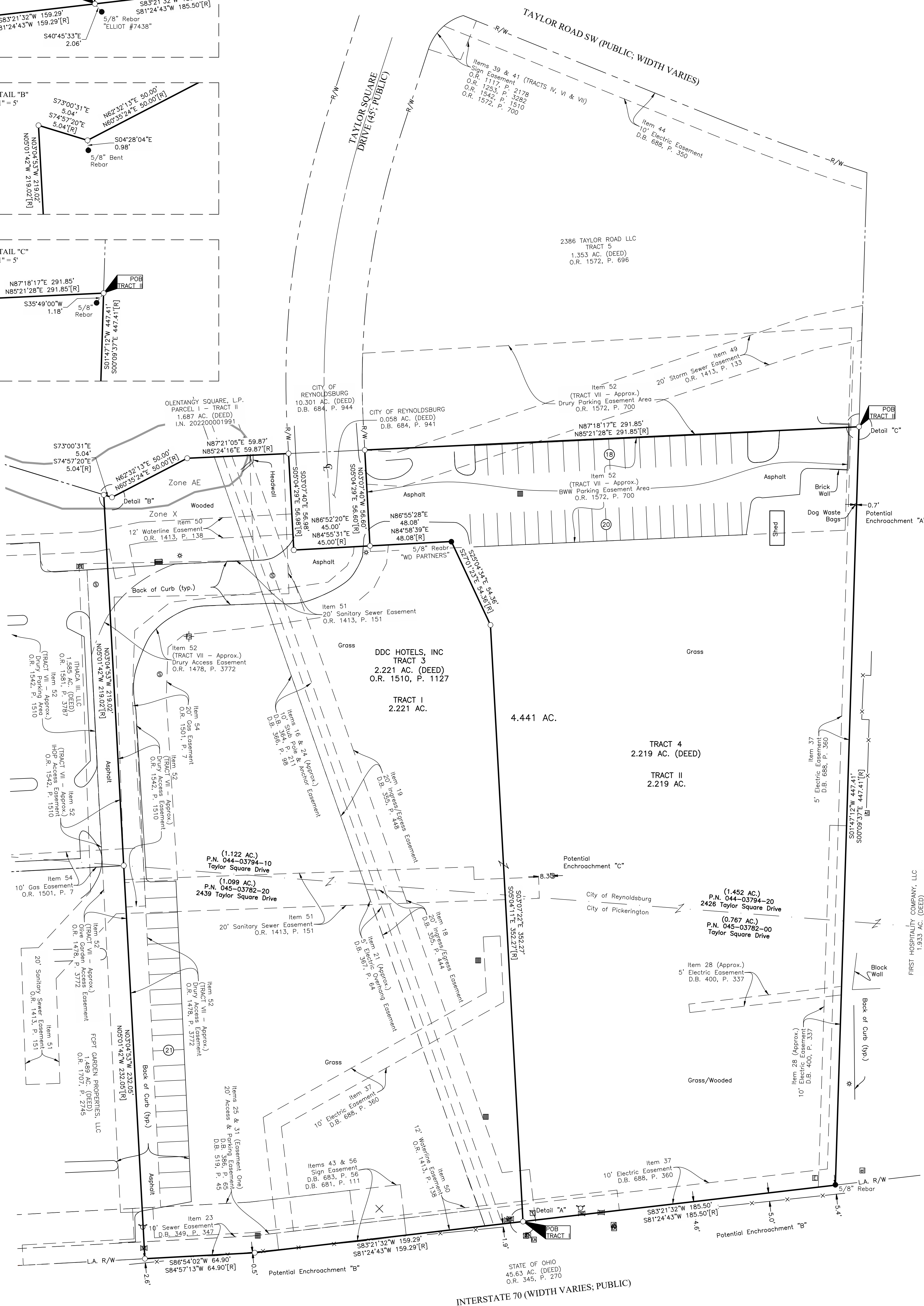
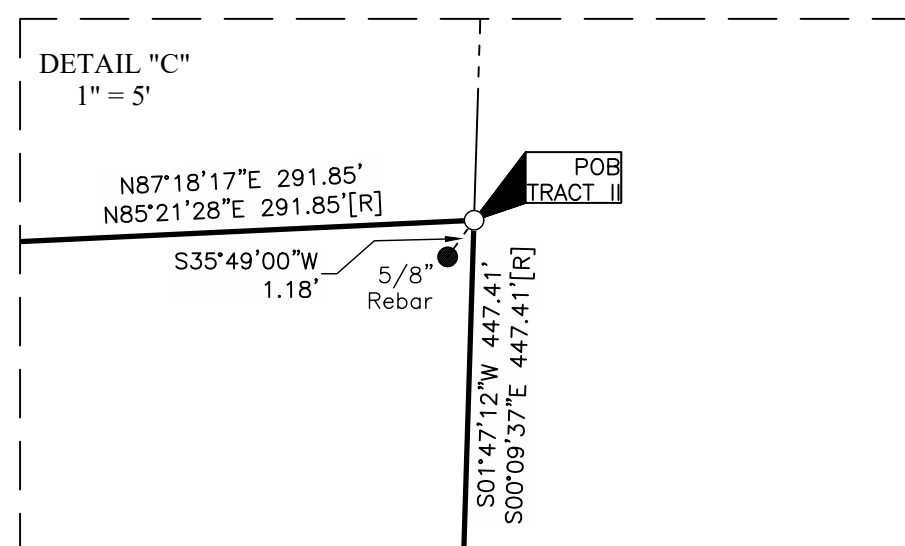
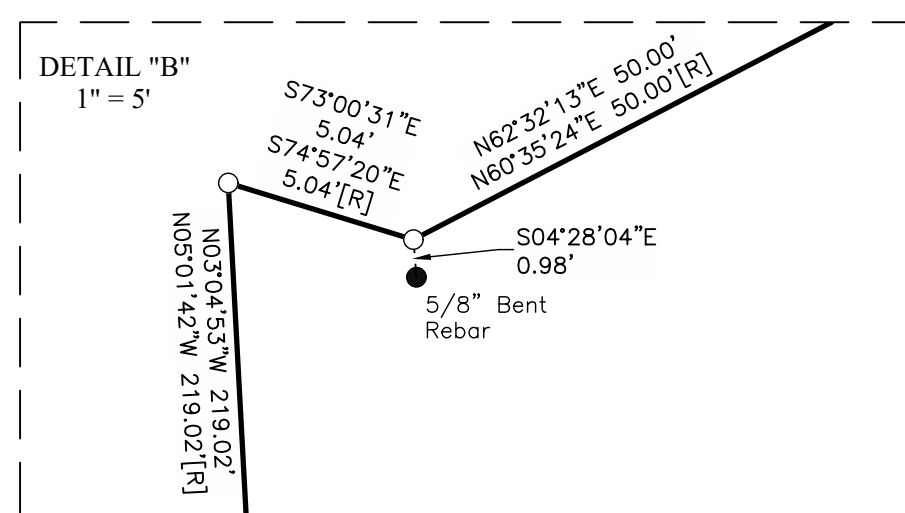
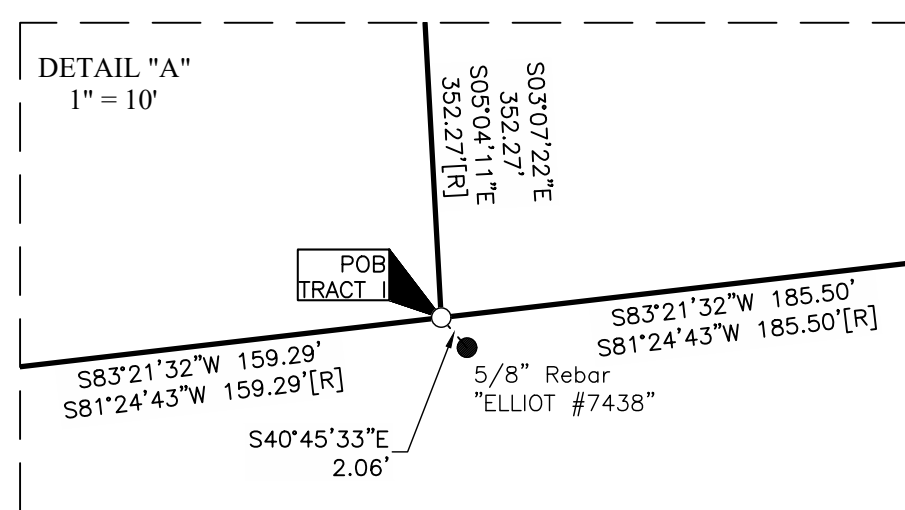
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, 9, and 13 of Table A thereof. The fieldwork was completed on February 7, 2022.

DRAFT

By Michael P. Peacock Professional Surveyor No. 8711 mpeacock@emht.com Date

EMHT Evans, Muehcraft, Hamblen & Tilson, Inc. Engineers • Surveyors • Planners • Scientists 5800 New Albany Road, Columbus, OH 43254 Phone: 614.778.4200 Fax: 614.778.3446 emht.com		Date: February 22, 2022
Scale: 1" = 30'		Job No: 2022-0051
Sheet: 1 of 2		
REVISIONS		
MARK	DATE	DESCRIPTION

ALTA/NSPS LAND TITLE SURVEY
SECTION 20, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FAIRFIELD, STATE OF OHIO



SYMBOL LEGEND			
○	Bollard	[R]	Record Data
⌈	Telephone Pedestal Box	Ⓢ	Sanitary Sewer Manhole
⌋	Fiber Optic Pull Box	⌌	Catch Basin
⌋	Air Conditioning Unit	⌋	Curb & Gutter Inlet
⌋	Electric Meter	⌋	Fire Hydrant
⌋	Electric Access Cover	⌋	Water Valve
⌋	Electric Pedestal Box	⌋	Post Indicator Valve
⌋	Transformer	⌋	Light Pole

LINE LEGEND	
—x—x—	Fence Line

	Date: February 22, 2022
Evans, Mechwart, Hamblenton & Tilton, Inc. Engineers • Surveyors • Planners • Scientists 5500 New Albany Road, Columbus, OH 43054 Phone: 614.775.4500 Toll Free: 888.775.3648 emht.com	Scale: 1" = 30' Job No: 2022-0051 Sheet: 2 of 2

DECLARATION OF EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS AND RESTRICTIONS ("Declaration") is made this 25 day of October, 2007, by DRURY INNS, INC., a Missouri corporation ("Declarant").

Declarant owns the real estate (the "Olive Garden Parcel") legally described on Exhibit A, and on or about the date hereof Declarant is conveying the Olive Garden Parcel to GMRI, Inc., a Florida corporation ("GMRI"). Declarant also owns the real estate legally described on Exhibit B (the "Drury Parcel"). The Olive Garden Parcel and the Drury Parcel are sometimes collectively referred to herein as "Parcels". For the purposes of this Declaration, the owner of the Olive Garden Parcel is referred to as "Olive Garden", and the owner of the Drury Parcel is referred to as "Drury".

In order to establish certain easements and conditions for the beneficial development of the Parcels, Declarant declares and establishes the following easements and covenants that will benefit and be binding upon the Parcels:

1. **Easements.** Declarant grants and reserves the following easements:

(a) Declarant grants and reserves, for the benefit of the Drury Parcel, Drury and its invitees, employees and customers, a perpetual non-exclusive easement for the purpose of vehicular ingress and egress to and from the Drury Parcel, over and across that portion of the Access Easement Area (defined in Section 1(b) below) located on the Olive Garden Parcel and identified as the "Olive Garden Access Easement" on Exhibit C-1. In addition, but subject to the provisions of Section 5 below, Declarant grants and conveys for the benefit of the Drury Parcel, Drury and its invitees, employees and customers, a perpetual non-exclusive easement for the purpose of pedestrian and vehicular ingress and egress, over and across drive aisles, sidewalks and curb cuts of the Olive Garden Parcel, as they exist from time to time.

(b) Declarant grants and reserves, for the benefit of the Olive Garden Parcel, Olive Garden and its invitees, employees and customers, a perpetual non-exclusive easement for the purpose of vehicular ingress and egress to and from the Olive Garden Parcel, over and across that portion of the Access Easement Area located on the Drury Parcel and identified as the "Drury Access Easement" on Exhibit C-2. The Olive Garden Access Easement and the Drury Access Easement shall be collectively referred to herein as the "Access Easement Area". In addition, but subject to the provisions of Section 5 below, Declarant grants and conveys for the benefit of the Olive Garden Parcel, Olive Garden and its invitees, employees and customers, a perpetual non-exclusive easement

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TRANSFER
NOT NECESSARY

OCT 30 2007

Barbara Carter
 County Auditor, Fairfield County, Ohio

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for the purpose of pedestrian and vehicular ingress and egress, over and across drive aisles, sidewalks and curb cuts of the Drury Parcel, as they exist from time to time.

(c) The Access Easement Area may not be relocated or modified without the prior written consent of both Olive Garden and Drury, which consent shall not be unreasonably withheld, conditioned or delayed.

(d) Declarant hereby grants for the benefit of the Olive Garden Parcel, or to the applicable utility company, as the case may be, perpetual non-exclusive easements for the purpose of installing, operating, replacing and maintaining utility lines and facilities which will serve the Olive Garden Parcel, including, without limitation, electric, gas, water, telephone, sanitary and storm sewer, and cable, as necessary or as desirable by the grantee of the easement, subject to the following conditions:

- (i) Such utility lines and facilities will be located underground to the extent permitted by the local utility.
- (ii) The easement area shall be located around the perimeter of the Drury Parcel, within ten (10) feet of the property line, as the case may be, unless Drury approves another area in writing.
- (iii) Olive Garden will promptly restore all property it damages through the course of its work to a condition as good as or better than before.
- (iv) Drury reserves the right to use the easement area for any use not inconsistent with this grant.
- (v) Olive Garden will perform all work in a manner which causes the least amount of interference with the Drury Parcel's business operations as is reasonably possible, including, without limitation, assuring that access and parking on the Drury Parcel is not hampered.
- (vi) Olive Garden agrees to indemnify and hold harmless Drury against all liability, loss, damage, costs or expense, including, without limitation, reasonable attorneys' fees and claims of lien of laborers or materialmen, or others, for work performed on the Drury Parcel.

(e) Declarant grants and reserves, for the benefit of the Olive Garden Parcel and Olive Garden, a perpetual non-exclusive easement to utilize the storm water detention area built on a portion of the Drury Parcel. The storm water detention area is shown on Exhibit D and shall be referred to herein as the Detention Area.

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(f) Declarant hereby grants and reserves perpetual non-exclusive easements over the reasonable portions of the Olive Garden Parcel and the Drury Parcel, respectively (excluding areas occupied by a building footprint), for their reciprocal benefit, in order to perform work necessary to cure a default described in Section 12 below.

(g) Declarant grants and reserves for the benefit of, and appurtenant to, the Olive Garden Parcel, a perpetual non-exclusive easement over the Access Easement Area and Monument Sign Easement Area for the purpose of operating, inspecting, installing, illuminating, removing, substituting, repairing, replacing and maintaining at any time and from time to time the Olive Garden sign panels located on the Monument Sign (defined in Section 2 below). In addition, Declarant grants and reserves, for the benefit of, and appurtenant to, the Olive Garden Parcel, a perpetual non-exclusive easement on, over and across such reasonable portions of the Drury Parcel as are necessary or appropriate for the purpose of access, ingress and egress to and from the Olive Garden Parcel and to the Monument Sign Easement Area depicted on Exhibit E-1.

(h) Declarant hereby grants and reserves the following temporary, non-exclusive and appurtenant easements to and in favor of Olive Garden and its successors, assigns, transferees of all or any part of the Olive Garden Parcel: (a) a sign easement ("Sign Easement") for the purpose of operating, inspecting, installing, repairing and maintaining the Monument Sign defined in Section 2 below, (b) a staging easement ("Staging Easement") over and across the Drury Parcel in the area marked "Staging" on Exhibit F to use as a staging area for the placement of construction trailers, tool storage and construction materials for the initial construction on the Olive Garden Parcel, and (c) a construction easement ("Construction Easement") over and across the Drury Parcel in the area marked "Parking Area" as shown on Exhibit G to construct parking spaces on the Drury Parcel. The Sign Easement shall terminate upon Drury's commencement of construction upon the Drury Parcel; the Staging Easement shall terminate thirty (30) days after the opening of the Olive Garden Restaurant on the Olive Garden Parcel to the public. The Construction Easement shall terminate upon the completion of Olive Garden's construction of the parking spaces on the Drury Parcel, as reasonably determined by Drury. Upon completion of such construction, Olive Garden shall restore the portion of the Drury Parcel outside of the Parking Area to substantially the same condition, as it existed prior to the commencement of construction. Upon termination of the aforementioned easements, all parties shall promptly execute any and all document reasonably requested by Drury to evidence such terminations.

(i) Declarant grants and reserves to Olive Garden, its guests and invitees, a perpetual non-exclusive easement for the purpose of parking of vehicles on the paved areas on the Drury Parcel that that exist from time to time.

(j) Declarant, grants and reserves to Olive Garden, temporary easements over the reasonable portions of the Parcels as is necessary to construct (1) the roadway shown cross-hatched

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on Exhibit H ("Taylor Square Drive Extension") in accordance with plans and specifications approved by governmental authorities and (2) the Monument Sign (defined in Section 2 below). These temporary easements will expire upon the earlier of (a) completion of construction of the Taylor Square Drive Extension and Monument Sign or (b) two (2) years after the recording of this Declaration.

2. **Construction.** As soon as reasonably practicable after Declarant conveys the Olive Garden Parcel to a party unaffiliated with Declarant, Olive Garden shall, at its sole cost and expense, obtain all governmental permits and approvals to permit the installation of a monument sign structure and related utility facilities substantially in accordance with the design prepared by Federal Heath, as depicted on Exhibit E-2 (the "Monument Sign"). Olive Garden will construct, erect and install the Monument Sign within the Monument Sign Easement Area in a good and workmanlike manner and in compliance with all applicable laws, codes and other governmental requirements. "Monument Sign Construction Costs" shall include the costs actually incurred by Olive Garden to third parties not affiliated with Olive Garden in connection with the construction and installation (foundation, structure, meter and landscaping, but not including sign panels; as the cost of the sign panels and light bulbs will be the responsibility of the party whose business is advertised on the panel) of the Monument Sign, such costs not to be incurred without Drury's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed. Within thirty (30) days after receipt of a bill itemizing the Monument Sign Construction Costs together with reasonable supporting documentation, Drury shall reimburse to Olive Garden its pro-rata share of those particular Monument Sign Construction Costs and one hundred percent (100%) of the cost of blank sign panels placed in the positions other than the Olive Garden panel. Construction of the Monument Sign will include installation of a meter to be connected to a utility line to be brought from Taylor Road Southwest to the sign. Drury's pro-rata share of the Monument Sign Construction Costs will be a fraction, with the numerator being the square footage of all of the sign panels on the Monument Sign other than the Olive Garden sign panel(s), and the denominator being the square footage of all sign panels on the Monument Sign including the Olive Garden sign panels(s).

3. **Use.** The Olive Garden Parcel shall initially be used for an Olive Garden restaurant constructed in accordance with the site plan and building elevations that were approved by Declarant prior to the date of this Declaration. Thereafter, the Olive Garden Parcel may be used for any lawful retail or restaurant use that does not violate the terms of this Declaration or any other exclusive use granted by Declarant subsequent to the date of this Declaration, all of which are subject to Drury's repurchase rights in Section 9 below. However, as long as a hotel is operating on the Drury Parcel, the Olive Garden Parcel will not be used for a nightclub or bar (except that a bar that is part of a restaurant will not be prohibited). For the purpose of this provision, a "bar" is a business where more than 50% of the gross sales are derived from the sale of alcoholic beverages. With respect thereto, if Drury has reasonable cause to believe that the alcoholic beverage sales on the Olive Garden Parcel are exceeding 50%, then upon written request by Drury (which request will include the reasonable basis for Drury's belief

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that alcohol beverage sales exceed 50% of the gross sales), Olive Garden shall cause to be delivered unto Drury a statement in a form reasonably acceptable by Drury to confirm compliance with the foregoing alcoholic beverage sales restriction.

4. **Approval of Plans.**

(a) For as long as a hotel is operating on the Drury Parcel or Drury owns a portion of the Drury Parcel, material alterations to the exterior building elevations on the Olive Garden Parcel will require the prior written approval of Drury to assure compatibility with first class commercial development uses, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, no approval from Drury shall be required if (i) the alterations are consistent with the prototype design of a national or regional, restaurant or retail chain, or (ii) the alterations were approved by the Taylor Square Design Review Board pursuant to the Outparcel Criteria Manual referenced in the Quit Claim Deed recorded in Book 1335, Page 1129 ("Deed Requirement"). The foregoing reference to the Deed Requirement is intended for reference purposes, only, and is not intended to reimpose or extend the term of such Deed Requirement.

(b) For as long as a full service sit down restaurant serving alcohol is operating on the Olive Garden Parcel, if any business on the Drury Parcel is being operated as a hotel or motel in either the budget or economy market price segments, as defined by Smith Travel Research (or such successor or comparable organization if Smith Travel Research no longer exists), then material alterations to the exterior building elevations on the Drury Parcel will require the prior written approval of Olive Garden to assure compatibility with first class commercial development uses, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, no approval from Olive Garden shall be required if the alterations were approved by the Taylor Square Design Review Board pursuant to the Deed Requirement. The foregoing reference to the Deed Requirement is intended for reference purposes, only, and is not intended to reimpose or extend the term of such Deed Requirement.

5. **Traffic Aids.** Declarant reserves the right for the owner of each Parcel to establish such speed limits, and to place lines, directional lines, stop lines and stop signs, speed bumps, curbs, vehicular security systems, gates or other devices on their respective Parcels as such parties may from time to time desire, provided that such matters do not unreasonably interfere with the easements granted herein.

6. **Maintenance.**

(a) **Parcels.** Drury and Olive Garden shall each maintain and repair its respective Parcel (except as otherwise specified in this Declaration) and the easements and improvements located thereon in a good, clean and safe condition.

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(b) Detention Pond. Drury shall maintain and repair the detention system in the Detention Area in a good, clean and safe condition at all times.

(c) Access Easement Area. Olive Garden shall initially maintain and repair the Access Easement Area in a good, clean and safe condition at all times, including cleaning, sweeping, repaving, resurfacing, striping, hole patching, and removal of trash, snow and ice until such time as construction commences on any portion of the Drury Parcel. Thereafter, Drury shall take over the maintenance and repair obligations for the Access Easement Area pursuant to this Section 6(c).

(d) Construction Interference. To the extent the business on one Parcel is already open for business while construction is being performed on another Parcel, then the constructing party will (i) use diligent efforts to minimize any interference with access when using the Access Easement Area; and (ii) at all times keep the Access Easement Area clean of construction debris (including using an alternate construction access to the extent permitted by governmental agencies if reasonably feasible), and repair any damage caused solely by the constructing party.

(e) Closures. The easement areas set forth in this Declaration will at all times remain open for use, except for such limited periods of time as necessary to avoid a public dedication, and except as otherwise specifically set forth in this Declaration.

(f) Detention Maintenance Costs. After the Detention Area is constructed, and except for the costs to repair defects in construction, the owners of each of the Tracts within the Parcels shall pay to Drury within thirty (30) days after receiving an invoice for their pro-rata share of the Maintenance Costs for the Detention Area as follows:

Tract 1 (1.585 acres)	18%
Tract 2 (Olive Garden Parcel -1.489 acres)	17%
Tract 3 (2.221 acres)	25%
Tract 4 (2.219 acres)	25%
Tract 5 (1.353 acres)	15%

Access Maintenance Costs. The owners of Tracts 1 and 3 of the Drury Parcel, and Tract 2 (Olive Garden Parcel) are responsible for their pro-rata share of the Access Easement Area Maintenance Costs as provided in this Section 6(f) only when such Tracts are developed (as defined below). After the Access Easement Area is constructed, and except for the costs to repair defects in construction, Olive Garden shall pay one hundred percent (100%) of the total Access Easement Area Maintenance Costs until Drury is required to maintain and repair the Access Easement Area pursuant to Section 6(c) above. Thereafter, the owners of Tracts 1, 2 and 3 shall reimburse Drury for their pro-rata share of the Access Easement Area Maintenance Costs within thirty (30) days after receiving an invoice from Drury. A Tract's pro-rata share is a fraction, with the numerator being the square footage of such Tract and the denominator being the combined square footage of Tracts 1, 2 and 3 when such Tracts are developed. For purposes of this Section 6(f), a

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Tract is deemed developed upon commencement of construction on said Tract. For purposes of illustration, when the Olive Garden Parcel and Tract 1 are developed while Tract 3 remains undeveloped, then Olive Garden shall pay 48.44% of the Access Easement Area Maintenance Costs (1.489 acres divided by (1.585 acres + 1.489 acres)) and the owner of Tract 1 shall pay 51.56% of such costs (1.585 acres divided by (1.585 acres + 1.489 acres)). Once Tracts 1, 2 and 3 are developed, the pro-rata shares for the Access Easement Area Maintenance Costs are as follows: Olive Garden shall pay 28.12%, the owner of Tract 1 shall pay 29.93% and the owner of Tract 3 shall pay 41.95%.

“Maintenance Costs” will consist of the reasonable and customary costs to do the following: (i) for the Access Easement Area: cleaning, sweeping, repaving, resurfacing, painting, striping, hole patching, and removal of trash, snow and ice; (ii) for the Detention Area: cleaning and removal of debris, sediment and vegetation, as needed; and (iii) for the Access Easement Area and the Detention Area, such capital expenditures as required to keep same in good and usable condition. Provided, however, Drury shall not spend more than \$25,000.00 (which amount will be increased each year by the same percentage as the percentage increase that occurs in the Consumer Price Index – All Urban Consumer (CPI-U Index) published by the Bureau of Labor Statistics from the prior year) on capital expenditures in any 12-month period without the prior written consent of Drury and Olive Garden, not to be unreasonably withheld, conditioned or delayed.

(g) Sign Maintenance. During the term of this Declaration, each party having a sign panel on the Monument Sign shall be responsible for repair, replacement, restoration, illumination and maintenance of its respective sign panels such that at all times the panels shall be kept in a good and first class condition and in compliance with all laws, codes and other governmental requirements. The Monument Sign shall be used solely to identify businesses operated on the Drury Parcel and the Olive Garden Parcel. At all times during the term of this Declaration (except for the Olive Garden Sign Maintenance Period described below), Drury shall have overall responsibility for repair, replacement, restoration, insurance, maintenance and providing electricity for the Monument Sign so that the Monument Sign is illuminated from dusk until at least midnight each day, and kept in a good and first-class condition and in compliance with all laws, codes and other governmental requirements; all of the reasonable and customary costs thereof are herein referred to as “Monument Sign Costs”. Within thirty (30) days after receipt of a bill itemizing the Monument Sign Costs, together with reasonable supporting documentation, Olive Garden and any other party with a sign panel on the Monument Sign will reimburse Drury for its pro-rata share of the Monument Sign Costs; the pro-rata share is a fraction, with the numerator being the square footage of the respective party’s sign panel(s) on the Monument Sign, and the denominator being the square footage of all sign panel space (whether or not being used) on the Monument Sign. The insurance for the Monument Sign shall consist of commercial general liability coverage with a single occurrence limit of no less than One Million Dollars (\$1,000,000.00), naming Drury and Olive Garden as additional insureds, and Drury shall furnish to Olive Garden evidence of the existence of said insurance on at least an annual basis. Olive Garden shall not cause any signage to be installed or

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maintained on the Monument Sign except for signage identifying the business conducted on the Olive Garden Parcel. Provided, however, Olive Garden shall be responsible for the Monument Sign maintenance until such time as construction commences on any portion of the Drury Parcel ("Olive Garden Sign Maintenance Period"). Upon such commencement of construction, Drury shall take over the maintenance responsibilities for the Monument Sign (including but not limited to having the meter switched from Olive Garden to Drury) and thereafter Olive Garden's maintenance responsibilities shall only apply to Olive Garden's sign panel on the Monument Sign.

(h) **Interference.** All maintenance will be performed in a manner that causes the least amount of interference with the Parcels as is reasonably possible.

(i) **Audit.** Not more than once per year, Olive Garden will have the right to audit Drury's records relating to the Access, Detention and Sign costs described above, at reasonable times, at the business offices of Drury and Drury agrees to reasonably cooperate with such audit and provide access to relevant records. Any overpayment or underpayment discovered as a result of the audit will be paid between the parties within thirty (30) days of discovery. The parties will work together in good faith to resolve any discrepancies.

7. **Insurance/Indemnity.** Drury and Olive Garden shall each maintain, or cause to be maintained, liability insurance against claims for bodily injury, loss of life, or property damage occurring on their respective Parcel with bodily injury, loss of life, and property damage coverage in a combined single limit of not less than Two Million Dollars (\$2,000,000) for total claims for any one occurrence, provided, however, that such policy or policies may provide for commercially reasonable deductibles or self-insurance retention amounts. Each owner of a Parcel shall cause the other owners to be named as an additional insured on its liability insurance policies obtained pursuant hereto, and, upon written request to provide the other party with insurance certificates demonstrating compliance with this Section 7 and providing that such liability insurance policies shall not be canceled or modified without not less than ten (10) days prior notice to the other party.

8. **Restrictions.**

(a) Commencing upon the date hereof, so long as Drury owns all or a portion of the Drury Parcel or Drury is operating a hotel on the Drury Parcel, not to exceed 90 years after this Declaration is signed, no hotel, suite development, lodging facility, motel or extended stay facility shall be constructed or operated on the Olive Garden Parcel. For the purposes of this Subsection, a hotel will still be considered to be "operating" even if temporarily closed due to casualty, condemnation, remodeling, reconstruction or force majeure. Declarant recognizes and acknowledges that it will be difficult to compute the amount of loss or damage to Drury if Olive Garden violates this restriction. With respect to each and every breach or violation, in addition to all other remedies available to Drury, Drury shall be entitled to enjoin the continuance thereof and may apply to any court of competent jurisdiction for an entry of an immediate restraining order or injunction. Drury may pursue any remedy (including, without limitation, injunction and damages) currently or

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consecutively in any order as to any such breach or violation, and the pursuit of any such remedy at any time will be not be deemed an election of remedies or waiver of the right to pursue the other of such remedies.

(b) Commencing upon the date hereof, so long as the Olive Garden Parcel is being used as an open and operating Olive Garden restaurant, not to exceed 90 years after this Declaration is signed, no portion of the Drury Parcel shall be used as a full service restaurant that features Italian food. "Features" means that those food items comprise more than twenty-five (25%) of the menu offerings; "full service" means a restaurant that serves alcoholic beverages and offers service to patrons, seated at a table, through servers/waiters. For the purposes of this Subsection, a restaurant will still be considered to be "operating" even if temporarily closed due to casualty, condemnation, remodeling, reconstruction or force majeure. Declarant recognizes and acknowledges that it will be difficult to compute the amount of loss or damage to Olive Garden if Drury violates this restriction. With respect to each and every breach or violation, in addition to all other remedies available to Olive Garden, Olive Garden shall be entitled to enjoin the continuance thereof and may apply to any court of competent jurisdiction for an entry of an immediate restraining order or injunction. Olive Garden may pursue any remedy (injunction and damages) currently or consecutively in any order as to any such breach or violation, and the pursuit of any such remedy at any time will not be deemed an election of remedies or waiver of the right to pursue the other of such remedies.

9. **Repurchase Rights.** Drury has certain rights to repurchase the Olive Garden Parcel as described below. These repurchase rights are solely for the benefit of Drury Inns, Inc. and its affiliates Drury Southwest, Inc. and Drury Development Corporation (collectively "Drury Companies") (and any successors of Drury Companies, if any) as long as any of the Drury Companies owns that part of the Drury Parcel legally described as Tract 3 or Tract 4 on Exhibit B and all references to "Drury" in this Section 9 shall refer to Drury Companies (and their successor entities, if any). Provided, however, if Drury Companies owns both Tracts 3 and 4, but such Tracts are owned by separate Drury entities, then in such event only the Drury entity owning Tract 4 shall have repurchase rights.

(a) **Initial Construction.** If Olive Garden fails to commence construction of an Olive Garden restaurant within 180 days after the date of signing of this Declaration ("Commencement Date"), or fails to complete construction of the restaurant and open to the public within 270 days after commencing construction ("Construction Completion Date"), subject to delays resulting from Force Majeure, then Drury will have the right, but not the obligation, to repurchase the Olive Garden Parcel, together with any and all improvements thereon, for an amount equal to the Purchase Price as defined in the Agreement of Purchase and Sale by and between Olive Garden and Drury dated April 20, 2007, as amended, plus all costs of the improvements constructed on the Olive Garden Parcel, including impact fees and utility hook-up charges, by providing written notice to Olive Garden within thirty (30) days following the expiration of the Commencement Date or Construction

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Completion Date, as applicable. In the event Drury elects to repurchase the Olive Garden Parcel as provided in this Subsection, the closing shall occur thirty (30) days following such notice and in accordance with the provisions of Subsection 9(d) below. For purposes of this Section 9, the term "commence construction" shall mean the date on which footings are poured for the construction of the Olive Garden restaurant.

(b) Right of First Offer. In the event Olive Garden desires to sell or lease the Olive Garden Parcel ("Transfer"), then Drury will have the first right to purchase or lease the Olive Garden Parcel, as described in this Subsection. Prior to a Transfer, Olive Garden will notify Drury, in writing, of its intent to Transfer the Olive Garden Parcel ("Transfer Notice"); the Transfer Notice will include the sale price and/or rental amounts of the Olive Garden Parcel that Olive Garden is willing to accept ("Offer Price"). Olive Garden shall not be required to include rental terms in the Offer Price if it desires to sell the Olive Garden Parcel, and likewise shall not be required to include sale terms if it desires to lease the Olive Garden Parcel, however, if the Obtained Price (defined below) is not on the same payment terms as offered in the Offer Price, then the Obtained Price will be treated as if it is lower than the Offer Price and Olive Garden will submit the Transfer Terms to Drury as provided below and Drury shall have the first right to purchase or lease the Olive Garden Parcel.

Within ten (10) days of receipt of the Transfer Notice, Drury shall have the right to deliver a notice to Olive Garden ("Response Notice") accepting the Offer Price, or providing an alternate price that Drury is willing to pay ("Response Price"); Drury's failure to deliver a Response Notice to Olive Garden within the ten (10) day period will result in automatic termination of Drury's first right to purchase/lease with no further action required of either party unless the Obtained Price is less than the Offer Price, in which event Olive Garden will submit the Transfer Terms to Drury and Drury shall have the first right to purchase or lease the Olive Garden Parcel. If Drury delivers the Response Notice accepting the Offer Price, then Drury shall have sixty (60) days to perform due diligence with respect to title, environmental and other physical conditions and the closing will occur within ten (10) days following such sixty (60) day period so long as the due diligence results were reasonably satisfactory to Drury; Drury will notify Olive Garden of its satisfaction and its election to proceed with the purchase within the aforementioned sixty (60) day period. If Drury delivers the Response Notice with a Response Price, Olive Garden will have the right to accept the Response Price (in which event the closing will occur in the same time frame and manner described above), or advise Drury that the Response Price is not acceptable. If Olive Garden rejects the Response Price, it shall be free to Transfer the Olive Garden Parcel to any other party as long as the sale/rental price is more than the Response Price. If Olive Garden enters into an agreement or detailed letter of intent for a price ("Obtained Price") that is equal to or less than the Response Price, then Olive Garden shall notify Drury of the Obtained Price and other terms of the Transfer ("Transfer Terms"), and Drury shall have a right of first refusal to purchase or lease the Olive Garden Parcel on the same terms and conditions as the Transfer Terms by delivering written notice of acceptance to Olive Garden within five (5) days following Drury's receipt of the Transfer Terms. Drury's failure to deliver written

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notice of acceptance of the Transfer Terms to Olive Garden within the five (5) day period will result in automatic termination of Drury's right of first refusal with no further action required of either party unless Olive Garden fails to close the transaction with the third party upon the Transfer Terms submitted to Drury, in which event, Drury's right of first offer shall be reinstated for any future Transfer.

It is anticipated that the Response Price and Obtained Price will each be Standard Pricing; for the purpose of this Declaration, "Standard Pricing" is defined as (i) a cash amount for a sale transaction, and (ii) specifically stated, annual rental amounts for a lease transaction. If the Obtained Price is not Standard Pricing and is payment with private stock, then the parties will have the non-Standard Pricing converted to an equivalent Standard Pricing, by a mathematician or economist using such assumptions and historical data as such expert deems reasonably appropriate. The expert will be a person unaffiliated with either entity or its officers, chosen by mutual agreement of Drury and Olive Garden and s/he will be requested to determine the equivalent within ten (10) days; in the event the parties are unable to agree on an expert within ten (10) days following the date that Olive Garden delivers the Transfer Terms to Drury, then either party will have the right to request that the Ohio State University appoint a professor of suitable qualifications to determine the equivalent.

Notwithstanding anything herein to the contrary, if either the Offer Price or the Obtained Price is non-Standard Pricing, Olive Garden shall have the right to require that the resulting lease or purchase agreement, as applicable, contains the Standard Pricing equivalent.

For purposes hereof, a Transfer will not be deemed to include a sale or lease (i) to an Affiliate (defined below), or (ii) for purposes of financing whereby Olive Garden or its Affiliate will continue to have control or possession of the Olive Garden Parcel. For purposes hereof, the word "Affiliate" shall have the following meaning: (i) any person or entity which, directly or indirectly, is in control of, is controlled by or is under common control with Olive Garden, or (ii) any person who is a director or officer of any person or entity described in clause (i) above, or (iii) any entity which acquires all or substantially all of the assets of Olive Garden, or (iv) any successor by merger to Olive Garden. For purposes hereof, control of an entity means the power, direct or indirect, to (a) vote 25% or more of the securities having ordinary voting power for the election of directors of such entity, or (b) direct or cause the direction of the management and policies of such entity, whether by contract or otherwise and either alone or in conjunction with others.

(c) Cessation of Operations. Olive Garden is not required to continuously operate. However, if a Cessation Event (as defined below) occurs on the Olive Garden Parcel when a hotel is operating on the Drury Parcel, then Drury will have the right to repurchase the Olive Garden Parcel at the greater of (a) Fair Market Value ("FMV"), or (b) the current owner's "book value", but not less than the outstanding principal of the current owner's mortgage debt on the Olive Garden Parcel (but only to the extent of the portion of such mortgage debt attributable to the Olive Garden Parcel and not for any other property owned or operated by Olive Garden) (the "Purchase Price"), by delivering

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written notice to Olive Garden within thirty (30) days after the occurrence of the Cessation Event ("Repurchase Notice") in the manner set forth in Subsection 9(d) herein below. For the purpose of this provision, "book value" shall mean all the then current owner's cost to build and/or purchase the Olive Garden Parcel less customary depreciation as evidenced by tax returns.

For the purpose of this provision, a "Cessation Event" occurs when Olive Garden ceases operations of a sit-down restaurant (serving meals and alcohol to the general public for a price) on the Olive Garden Parcel for one hundred eighty (180) consecutive days, as reasonably determined by Drury. Notwithstanding the foregoing, a Cessation Event will not be deemed to have occurred if Olive Garden closes due to casualty, condemnation, remodeling, reconstruction, renovation, or other force majeure (individually and collectively, "Force Majeure Event"), unless (1) Olive Garden advises Drury that it does not intend to re-open, or (2) Olive Garden fails to re-open within three hundred sixty-six (366) days after receipt of all building and related permits that are necessary to reconstruct and/or repair the building, as applicable, due to the Force Majeure Event, which three hundred sixty-six (366) day period is subject to extension due to any additional casualties, condemnations, or other Force Majeure. In order to have the benefit of the three hundred sixty six (366) day period, Olive Garden shall (a) clear debris (as soon as reasonably possible) following the Force Majeure Event, (b) apply for all necessary permits within one hundred eighty (180) days after the Force Majeure Event occurs, (c) submit written evidence to Drury that it has applied for all permits within such one hundred eighty (180) day period, and (d) diligently pursue obtaining such permits.

Drury shall have sixty (60) days after the Cessation Event to perform due diligence with respect to title, environmental and other physical conditions and approve the Purchase Price, and closing shall occur on or before ten (10) days following the end of the sixty (60) day period, so long as the due diligence results were reasonably satisfactory to Drury; Drury will notify Olive Garden of its satisfaction and its election to proceed with the purchase within the sixty (60) day period. If Drury fails to deliver written notice of approval of the Purchase Price and its due diligence within such sixty (60) day period, then the Repurchase Notice will become void and Drury shall have no further right to repurchase the Olive Garden Parcel as a result of that Cessation Event but shall maintain its right to repurchase the Olive Garden Parcel upon any future Cessation Event. Drury's rights to repurchase under Subsection 9(b) of this Declaration are separate and apart from this Subsection 9(c).

The FMV shall be determined within thirty (30) days after delivery of Drury's Repurchase Notice by the average price determined between an appraiser selected by each party having at least ten (10) years experience in appraising commercial buildings in Ohio and not currently employed, trained, or being considered for employment by the appointing party, provided the difference between such appraisals is less than ten (10%) percent. If the difference exceeds 10%, then each appraiser will agree on a third appraiser having at least ten (10) years experience in appraising commercial buildings in Ohio and not currently employed, trained, or being considered

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for employment by the appointing party within forty (40) days after Drury's Repurchase Notice, and the third appraiser shall determine the FMV within fifty (50) days after Drury's Repurchase Notice. Each party will pay for the cost of the appraiser it chooses; the cost of the third appraiser will be split equally between the parties.

(d) Closing. The closings shall occur in the offices of a title insurance company as agreed to by the parties ("Closing Agent") and the following shall occur:

(i) Olive Garden shall, at its sole cost and expense, deliver or cause to be delivered to Closing Agent the following:

(a) a Special Warranty Deed in substantially the same form of the Special Warranty Deed delivered to Olive Garden by Declarant, conveying to Drury indefeasible, marketable and insurable fee simple title to the Olive Garden Parcel and any and all improvements thereon, free of any mechanics or materialmen's liens, liens securing financing, or future use restrictions, all of which shall be removed at or prior to the Closing at the sole cost and expense of Olive Garden;

(b) a Bill of Sale conveying the building fixtures to Drury free of all mechanics or materialmen's liens, or liens securing financing, all of which shall be removed at or prior to the closing at the sole cost and expense of Olive Garden;

(c) possession of the Olive Garden Parcel and any and all improvements thereon in accordance with the provisions of this Declaration in a broom clean condition; and

(d) such other documents and items as are reasonably necessary to transfer the Olive Garden Parcel to Drury or that are otherwise reasonably required by the terms of any other documents entered into by the parties.

(ii) Drury shall deliver the Purchase Price of the Olive Garden Parcel to Closing Agent by wire transfer of immediately available funds.

(iii) All normal and customarily proratable items, including, without limitation, real estate taxes, assessments, utility bills, and other property payments (including maintenance fees for the Access Easement Area and Detention Area), shall be prorated as of the date of reconveyance; Olive Garden being charged and credited for all of the same prior to such date and Drury being charged and credited for all of the same on and after such date. If the actual amounts to be prorated are not known as of the date of reconveyance, the prorations shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a cash

settlement shall be made between the parties. Olive Garden will pay any associated transfer taxes, including without limitation, any documentary stamps, state gross income tax and any applicable county taxes; Drury will pay the title policy and survey costs, and for deed preparation and recording fees. All other closing costs will be allocated between the parties in accordance with local custom. Upon receipt of all documents and funds, the Closing Agent will record the deed and deliver it to Drury, and convey the funds to Olive Garden.

(iv) After the closing, neither party hereto shall have any further rights, duties or obligations to the other pursuant to this Declaration other than those arising pursuant to the provisions hereof that are to expressly survive such closing and those arising pursuant to the documents executed and delivered at such closing.

10. **Authority.** The individual executing this Declaration on behalf of Declarant represents and warrants that he is duly authorized to execute and deliver this Declaration on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation, and that this Declaration is binding upon said corporation in accordance with its provisions.

11. **Attorneys Fees.** In the event any suit or action is brought to enforce the terms of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys fees and costs.

12. **Defaults and Remedies.** If any party fails to perform its respective obligations, including the payment of money, under this Declaration, (the "Defaulting Party") the other Party may notify the Defaulting Party of such failure. If the Defaulting Party fails to perform such obligation within thirty (30) days of such notice, or if such obligation cannot be performed within such thirty (30) day period and the Defaulting Party has not commenced or is not diligently pursuing the performance of such obligation, then the other Party may either:

(i) if a nonmonetary failure, perform such obligation on behalf of the Defaulting Party, in which event the other Party shall be entitled to reimbursement from the Defaulting Party for the reasonable costs incurred by the other Party; interest will accrue at the prime rate of Citibank, N.A., (or its successors or assigns in the event Citibank, N.A. ceases to exist) plus 3 percentage points on any reimbursement not paid within 30 days from receipt of notice of the costs, together with copies of the bill(s), and the other Party shall be entitled to record a lien against the Defaulting Party's Parcel to secure payment; or,

(ii) if a monetary failure, file a lien against the Defaulting Party's Parcel to secure payments. Liens under this Section may be foreclosed in the manner, and according to the procedure for, the foreclosure of mechanic's liens under Ohio law. The rights under this Section are in addition to any other rights available to the non-defaulting Party under this Declaration or applicable law.

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Notwithstanding the foregoing, the following shall apply:

(a) if the non-defaulting Party deems an emergency to exist with respect to required maintenance and repair of the Monument Sign, Access Easement Area or Detention Area, the non-defaulting Party may give only such notice as is reasonable under the circumstances and may undertake such maintenance and repair activities at such time as it deems necessary.

(b) Except for any matters where equitable remedies are sought, any dispute under this Agreement may be submitted to binding arbitration by any Party in accordance with the provisions of Section 23.

13. **Entire Declaration.** This Declaration, including Exhibits A, B, C-1, C-2, D, E-1, E-2, F, G and H attached hereto, constitutes the entire agreement between the parties hereto, and there are no other covenants, agreements, promises, terms and provisions, conditions or undertakings either oral or written between them concerning the matters contemplated herein. No subsequent alteration, amendment, change, deletion or addition to this Declaration shall be binding upon the parties unless in writing and signed by said parties. Exhibits A, B, C-1, C-2, D, E-1, E-2, F, G and H attached hereto are incorporated into this Declaration by this reference.

14. **Declaration Separable.** If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect and in the same manner as if such unenforceable or inapplicable provisions had never been contained herein.

15. **Counterparts.** This Declaration may be executed in any number of counterparts, each of which will, for all purposes be deemed to be an original and all of which are identical.

16. **Applicable Law.** This Declaration shall be construed under and in accordance with the laws of the State of Ohio.

17. **Term.** This Declaration, and all easements and rights set forth herein, shall, except as otherwise specifically provided to the contrary herein, remain in full force and continue perpetually, except as provided in Section 8.

18. **Easements to Run with the Land.** The agreements, restrictions and easements herein shall run with the land and shall be binding on and shall inure to the benefit of the owners of the Parcels, their respective heirs, successors, assigns, tenants, and occupants. Therefore, except as otherwise provided in Section 8, any reference herein to Drury or Olive Garden shall mean their respective successors, assigns, tenants, and occupants to the extent such successor or assign owns a fee simple or leasehold interest in the Drury Parcel or Olive Garden Parcel. Upon the sale of the Drury Parcel or the Olive Garden Parcel, the party conveying such Parcel shall have no further liability hereunder except to the extent such liability arose during such party's ownership.

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19. **Notices.** All notices, requests or permissions required or permitted to be given to an Owner under the terms of this Declaration shall be sufficient if they are in writing and (a) mailed by certified mail, return receipt requested, (b) delivered in person; (c) sent by nationally recognized overnight mail service or (d) sent by confirmed telecopy or facsimile transmission (original sent by nationally recognized overnight mail service), as follows:

- (a) To the owner of the Drury Parcel:
Drury Inns, Inc.
Attn: Joseph B. Pereles
721 Emerson Road, Suite 400
St. Louis, MO 63141
Telecopy Number: (314) 432-9701
- (b) To the owner of the Olive Garden Parcel:
GMRI, Inc.
Attn: General Counsel
5900 Lake Ellenor Drive
Orlando, FL 32809
Telecopy Number: (407) 245-6415

Mailed notices shall be deemed delivered and effective upon receipt or refusal when placed in the United States mail, certified mail, return receipt requested, postage prepaid. All notices delivered overnight courier, by telecopy or facsimile transmission, or in person shall be deemed delivered upon receipt or refusal at the above addresses. Each owner shall have the right from time to time to change and specify as its address any other address within the United States of America with thirty (30) days' prior written notice to the owner(s) of the other Parcels, and in the event of a sale or other conveyance of either of the Parcels, the prior and new owners of such Parcel shall be required to give notice to the owner of the other Parcel of the address of the new owner for purposes of this Declaration.

20. **Non-Waiver.** No waiver or waivers by either party of any breach, default, liability or non-performance by the other party shall be deemed or construed a waiver of any other term, condition or liability or the breach or default thereof. Failure on the part of either party to declare the other party in default, no matter how long such failure may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder.

21. **Definition of Party.** "Party" or "parties" shall mean Drury and Olive Garden and any successor or assign of the fee simple interest in the Drury Parcel or Olive Garden Parcel.

22. **Definition of Force Majeure.** "Force majeure" shall mean the prevention, delay or other hindrance in a Party's performance by acts of God, fire, earthquake, floods, explosion, acts of

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the elements, weather conditions, war, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, strikes, lockouts, actions of labor unions, court orders, laws or orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of such Party (other than lack of or inability to procure monies to fulfill its commitments and obligations under this Declaration.)

23. **Arbitration.** In the event of a dispute under this Declaration, the matter shall be submitted to binding arbitration by any party involved in the dispute, in accordance with the following. However, this Section shall not preclude any party from pursuing injunctive relief or other equitable remedies.

(1) Within twenty (20) days after either party notifies the other of its desire to arbitrate, the parties will attempt in good faith to agree upon a mutually acceptable arbitrator, failing which, the arbitrator will be chosen by a judge having jurisdiction in Fairfield County, Ohio. The arbitrator shall be either a contractor having at least ten (10) years of experience in commercial construction, or an attorney having at least ten (10) years of experience in commercial construction disputes; the arbitrator shall not have had any associations with either party, professional, personal or otherwise.

(2) The arbitration shall be held in Fairfield County, Ohio, within sixty (60) days after the date the arbitrator is chosen. Each party will submit its evidence to the arbitrator and the opposing party at least twenty (20) days prior to the arbitration date. Each party will have one hour for oral arguments at the arbitration. The arbitrator will render a written decision within twenty (20) days after the arbitration.

(3) Each party will pay its own attorney's fees and costs and equally share the fee and costs of the arbitrator.

24. **Exhibit List.**

Exhibit A	Legal Description of Olive Garden Parcel
Exhibit B	Legal Description of Drury Parcel (Tracts 1, 3, 4 and 5)
Exhibit C-1	Site Plan showing Olive Garden Access Easement (per §1(a))
Exhibit C-2	Site Plan showing Drury Access Easement (per §1(b))
Exhibit D	Site Plan showing storm water detention area (per §1(e))
Exhibit E-1	Site Plan showing Monument Sign Easement Area (per §1(g))
Exhibit E-2	Depiction of Monument Sign (per §2)
Exhibit F	Site Plan showing Staging Area (per §1h)
Exhibit G	Site Plan showing Parking Area (per §1h)
Exhibit H	Site Plan showing Taylor Square Drive Extension (per §1j)

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IN WITNESS WHEREOF, the parties hereto have executed this Declaration to be effective as to the day and year first above written.

DRURY:

DRURY INNS, INC.

By: Joseph B. Pereles
Joseph B. Pereles, Vice-President

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 18 day of October, 2007, before me appeared Joseph B. Pereles, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Drury Inns, Inc. and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Joseph B. Pereles acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.



Ryan T. Shasserre
Notary Public

RYAN T SHASSERRE
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
06943559
My Commission Expires 9 / 26 / 2010

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EXHIBIT A**LEGAL DESCRIPTION OF THE OLIVE GARDEN PARCEL****TRACT 2 (1.489 ACRES)**

Situated in the State of Ohio, County of Fairfield, City of Reynoldsburg, being located in Section 20, Township 16, Range 20, Refugee Lands, and being 1.106 acres out of a 2.308 acre tract conveyed to Drury Inns, Inc. by record in Official Record 1386, Page 625, and being 0.383 acre out of a 5.284 acre tract conveyed to Drury Inns by record in Official Record 1335, Page 1129, all references being to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2219, found at the intersection of the Franklin, Fairfield, and Licking County lines, said monument also being the northeast corner of the northwest quarter of said Section 20;

Thence along the common line between Franklin and Fairfield Counties, said line being the north line of said Section 20, North 88° 10' 58" West a distance of 1055.39 feet;

Thence South 1° 49' 02" West a distance of 1215.98 feet to an iron pipe found in the southerly right of way line of the Taylor Road Extension, as recorded in Deed Book 684, Page 944, said pin being the northwesterly corner of a 1.933 acre tract conveyed to First Hospitality Company, LLC, as recorded in Deed Book 691, Page 331;

Thence along the westerly line of said 1.933 acre tract South 0° 09' 37" East a distance of 597.33 feet to an iron pipe found (1-1/4" iron pipe – capped with no marking) in the northerly limited access right of way line of Interstate 70, said pin also being the southwesterly corner of said 1.933 acre tract, said pin also being the southeasterly corner of said 5.284 acre tract;

Thence along said northerly line, also being the southerly line of said 5.284 acre tract the following two courses:

- 1) South 81° 24' 43" West a distance of 344.79 feet to an iron pipe found at an angle point in said line (passing an iron pin set at a distance of 185.50 feet);
- 2) South 84° 57' 13" West a distance of 64.90 feet to an iron pin set, said pin also being the TRUE POINT OF BEGINNING for the parcel herein described;

Thence continuing along said line, also being the southerly line of said 2.308 tract, South 84° 57' 13" West a distance of 275.80 feet to an iron pipe found at the intersection of said line with the easterly limited access right-of-way line of State

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Route 256 (also known as Reynoldsburg - Baltimore Road), said pin also being the southwesterly corner of said 2.308 acre tract;

Thence along said easterly line, also being the westerly line of said 2.308 acre tract, North 06° 50' 08" West a distance of 232.25 feet to an iron pin set;

Thence leaving said line across said 2.308 acre and 5.284 acre tracts along the following two new courses:

1) North 84° 58' 18" East a distance of 283.13 feet (passing the easterly line of said 2.308 acre tract, also being the westerly line of said 5.284 acre tract, at a distance of 211.15 feet) to an iron pin set;

2) South 05° 01' 42" East a distance of 232.05 feet to the TRUE POINT OF BEGINNING, containing 1.489 acres.

The tract described above is contained within Fairfield County Auditor's Parcel Numbers 045-03782-10, 044-03794-00 and 045-03782-00. Of this tract, 1.106 acres is located in Auditor's Parcel Number 045-03782-10, 0.0002 acres is located in Auditor's Parcel Number 044-03794-00, and 0.383 acres is located in Auditor's Parcel Number 045-03782-00.

Subject to all legal easements, right of ways, and use restrictions of record.

Monuments referred to as iron pins set are 5/8" inch diameter x 30-inch long iron bars with yellow caps stamped WD PARTNERS, P.S. # 8124.

Monuments referred to as iron pipes found are 13/16" pipes marked "EMH&T Inc." unless otherwise noted.

This description was prepared and reviewed on August 8, 2007, by Kevin P. Carpenter, Registered Surveyor Number 8124. This description is based on a survey made in July 2007 under the direction and supervision of Kevin P. Carpenter Registered Surveyor Number 8124.

The bearings used in this description are based on the centerline of Interstate Route 70 (North 72° 28' 35" East), as shown in plans FAI-70-0.00/LIC-70-0.00 as found at the Ohio Department of Transportation. All bearings shown herein are for project use only.

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EXHIBIT B**LEGAL DESCRIPTION OF THE DRURY PARCEL (TRACTS 1, 3, 4 and 5)****TRACT 1 (1.585 ACRES)**

Situated in the State of Ohio, County of Fairfield, City of Reynoldsburg, being located in Section 20, Township 16, Range 20, Refugee Lands, and being 1.201 acre out of a 2.308 acre tract conveyed to Drury Inns, Inc. by record in Official Record 1386, Page 625, and being 0.384 acre out of a 5.284 acre tract conveyed to Drury Inns by record in Official Record 1335, Page 1129, all references being to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2219, found at the intersection of the Franklin, Fairfield, and Licking County lines, said monument also being the northeast corner of the northwest quarter of said Section 20;

Thence along the common line between Franklin and Fairfield Counties, said line being the north line of said Section 20, North 88° 10' 58" West a distance of 1055.39 feet;

Thence South 1° 49' 02" West a distance of 1215.98 feet to an iron pipe found in the southerly right-of-way line of the Taylor Road Extension, as recorded in Deed Book 684, Page 944, said pin being the northwesterly corner of a 1.933 acre tract conveyed to First Hospitality Company, LLC, as recorded in Deed Book 691, Page 331;

Thence along the westerly line of said 1.933 acre tract South 0° 09' 37" East a distance of 597.33 feet to an iron pipe found (1-1/4" iron pipe – capped with no marking) in the northerly limited access right of way line of Interstate 70, said pin also being the southwesterly corner of said 1.933 acre tract, said pin also being the southeasterly corner of said 5.284 acre tract;

Thence along said northerly line, also being the southerly line of said 5.284 acre tract, also being the southerly line of said 2.308 acre tract the following two courses:

- 3) South 81° 24' 43" West a distance of 344.79 feet to an iron pipe found at an angle point in said line (passing an iron pin set at a distance of 185.50 feet);
- 4) South 84° 57' 13" West a distance of 340.70 feet (passing an iron pin set at 64.90 feet) (also passing the southwesterly corner of said 5.284 acre tract, also being the southeasterly corner of said 2.308 acre tract at a distance of 136.72 feet) to an iron pipe found at the intersection of said northerly line with the easterly limited access right-of-way line of State Route 256 (also known as Reynoldsburg - Baltimore Road);

Thence along said easterly line, also being the westerly line of said 2.308 acre tract, North 06° 50' 08" West a distance of

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Reynoldsburg, OH

232.25 feet to an iron pin set, said pin also being the TRUE POINT OF BEGINNING for the parcel herein described;
Thence continuing along said line North 06° 50' 08" West a distance of 29.16 feet to an iron pin set at an angle point in said line;

Thence continuing along said line North 07° 32' 57" West a distance of 187.77 feet to an iron pipe set at the southwest corner of a 1.687 acre tract conveyed to Ohio Retail II LL, LLC, as recorded in Official Record 1417, Page 3221, said pin also being the northwesterly corner of said 2.308 acre tract;

Thence along the southerly line of said 1.687 acre tract, also being the northerly line of said 2.308 acre tract, North 70° 29' 33" East a distance of 180.67 feet to an iron pin set;

Thence continuing along said line South 74° 57' 20" East a distance of 124.96 feet (passing the northeasterly corner of said 2.308 acre tract, also being the northwesterly corner of said 5.284 acre tract, at a distance of 48.15 feet) to an iron pin set;

Thence leaving said line across said 5.284 acre and 2.308 acre tracts along the following two new courses:

- 1) South 05° 01' 42" East a distance of 219.02 feet to an iron pin set;
- 2) South 84° 58' 18" West a distance of 283.13 feet to the TRUE POINT OF BEGINNING, containing 1.585 acres.

The tract described above is contained within Fairfield County Auditor's Parcel Numbers 044-03793-30, 045-03782-10, 044-03794-00 and 045-03782-00. Of this tract, 1.103 acres is located in Auditor's Parcel Number 044-03793-30, 0.099 acres is located in Auditor's Parcel Number 045-03782-10, 0.378 acres is located in Auditor's Parcel Number 044-03794-00 and 0.005 acres is located in Auditor's Parcel Number 045-03782-00.

Subject to all legal easements, right of ways, and use restrictions of record.

Monuments referred to as iron pins set are 5/8" inch diameter x 30-inch long iron bars with yellow caps stamped WD PARTNERS, P.S. # 8124.

Monuments referred to as iron pipes found are 13/16" pipes marked "EMH&T Inc." unless otherwise noted.

This description was prepared and reviewed on August 8, 2007, by Kevin P. Carpenter, Registered Surveyor Number 8124. This description is based on a survey made in July 2007 under the direction and supervision of Kevin P. Carpenter Registered Surveyor Number 8124.

The bearings used in this description are based on the centerline of Interstate Route 70 (North 72° 28' 35" East), as shown in plans FAI-70-0.00/LIC-70-0.00 as found at the Ohio Department of Transportation. All bearings shown herein are for project use only.

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TRACT 3 (2.221 ACRES)

Situated in the State of Ohio, County of Fairfield, City of Reynoldsburg, being located in Section 20, Township 16, Range 20, Refugee Lands, and being 2.221 acres out of a 5.284 acre tract conveyed to Drury Inns by record in Official Record 1335, Page 1129, all references being to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2219, found at the intersection of the Franklin, Fairfield, and Licking County lines, said monument also being the northeast corner of the northwest quarter of said Section 20;

Thence along the common line between Franklin and Fairfield Counties, said line being the north line of said Section 20, North 88° 10' 58" West a distance of 1055.39 feet;

Thence South 1° 49' 02" West a distance of 1215.98 feet to an iron pipe found in the southerly right of way line of the Taylor Road Extension, as recorded in Deed Book 684, Page 944, said pin being the northwesterly corner of a 1.933 acre tract conveyed to First Hospitality Company, LLC, as recorded in Deed Book 691, Page 331;

Thence along the westerly line of said 1.933 acre tract South 0° 09' 37" East a distance of 597.33 feet to an iron pipe found (1-1/4" iron pipe – capped with no marking) in the northerly limited access right of way line of Interstate 70, said pin also being the southwesterly corner of said 1.933 acre tract, said pin also being the southeasterly corner of said 5.284 acre tract;

Thence along said northerly line, also being the southerly line of said 5.284 acre tract, South 81° 24' 43" West a distance of 185.50 feet to an iron pin set, said pin also being the TRUE POINT OF BEGINNING for the parcel herein described; Thence continuing along said line South 81° 24' 43" West a distance of 159.29 feet to an iron pin found at an angle point in said line;

Thence continuing along said line South 84° 57' 13" West a distance of 64.90 feet to an iron pin set;

Thence leaving said line across said 5.284 acre tract along the following new course, North 05° 01' 42" West a distance of 451.07 feet (passing an iron pin set at 232.05 feet) to an iron pin set on the southerly line of a 1.687 acre tract conveyed to Ohio Retail II LL, LLC as recorded in Official Record 1417, Page 3221;

Thence along said southerly line, also being the northerly line of said 5.284 acre tract, South 74° 57' 20" East a distance of 5.04 feet to an iron pin set;

Thence continuing along said line North 60° 35' 24" East a distance of 50.00 feet to a 2" magnetic nail set in a boulder;

Thence continuing along said line North 85° 24' 16" East a distance of 59.87 feet to an iron pin set at the northwesterly

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Reynoldsburg, OH

corner of a 0.058 acre tract conveyed to the City of Reynoldsburg in Deed Book 684, Page 941;

Thence along the westerly line of said 0.058 acre tract, also being one of the easterly lines of said 5.284 acre tract, South 05° 04' 29" East a distance of 56.98 feet to an iron pin set;

Thence along the southerly line of said 0.058 acre tract, also being one of the northerly lines of said 5.284 acre tract, North 84° 55' 31" East a distance of 45.00 feet to an iron pin set;

Thence leaving said line across said 5.284 acre tract the following three new courses:

1) North 84° 58' 39" East a distance of 48.08 feet to an iron pin set;

2) South 27° 01' 23" East a distance of 54.36 feet to an iron pin set;

3) South 05° 04' 11" East a distance of 352.27 feet to the TRUE POINT OF BEGINNING, containing 2.221 acres;

The tract described above is contained within Fairfield County Auditor's Parcel Numbers 045-03782-00 and 044-03794-00. Of this tract, 1.095 acres is located in Auditor's Parcel Number 045-03782-00, and 1.126 acres is located in Auditor's Parcel Number 044-03794-00.

Subject to all legal easements, right of ways, and use restrictions of record.

Monuments referred to as iron pins set are 5/8" inch diameter x 30-inch long iron bars with yellow caps stamped WD PARTNERS, P.S. # 8124.

Monuments referred to as iron pipes found are 13/16" pipes marked "EMH&T Inc." unless otherwise noted.

This description was prepared and reviewed on August 8, 2007 by Kevin P. Carpenter, Registered Surveyor Number 8124. This description is based on a survey made in July 2007 under the direction and supervision of Kevin P. Carpenter

Registered Surveyor Number 8124.

The bearings used in this description are based on the centerline of Interstate Route 70 (North 72° 28' 35" East), as shown in plans FAI-70-0.00/LIC-70-0.00 as found at the Ohio Department of Transportation. All bearings shown herein are for project use only.

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Reynoldsburg, OH

TRACT 4 (2.219 ACRES)

Situated in the State of Ohio, County of Fairfield, City of Reynoldsburg, being located in Section 20, Township 16, Range 20, Refugee Lands, and being 0.021 acre out of a 1.277 acre tract conveyed to Drury Inns by record in Official Record 1297, Page 2033, and being 2.198 acre out of a 5.284 acre tract conveyed to Drury Inns by record in Official Record 1335, Page 1129, all references being to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2219, found at the intersection of the Franklin, Fairfield, and Licking County lines, said monument also being the northeast corner of the northwest quarter of said Section 20;

Thence along the common line between Franklin and Fairfield Counties, said line being the north line of said Section 20, North 88° 10' 58" West a distance of 1055.39 feet;

Thence South 1° 49' 02" West a distance of 1215.98 feet to an iron pipe found in the southerly right of way line of the Taylor Road Extension, as recorded in Deed Book 684, Page 944, said pin being the northwesterly corner of a 1.933 acre tract conveyed to First Hospitality Company, LLC, as recorded in Deed Book 691, Page 331;

Thence along the westerly line of said 1.933 acre tract South 0° 09' 37" East a distance of 149.92 feet (passing the southeasterly corner of said 1.277 acre tract, also being the northeasterly corner of said 5.284 acre tract, at a distance of 100.87 feet) to an iron pin set, said pin also being the TRUE POINT OF BEGINNING for the parcel herein described;

Thence continuing along said line, also being the easterly line of said 5.284 acre tract, South 0° 09' 37" East a distance of 447.41 feet to an iron pipe found (1-1/4" iron pipe – capped with no marking) in the northerly limited access right of way line of Interstate 70, said pin also being the southwesterly corner of said 1.933 acre tract, said pin also being the southeasterly corner of said 5.284 acre tract;

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Thence along said northerly line, also being the southerly line of said 5.284 acre tract, South 81° 24' 43" West a distance of 185.50 feet to an iron pin set;

Thence leaving said line, across said 5.284 acre tract the following three new courses:

1) North 05° 04' 11" West a distance of 352.27 feet to an iron pin set;

2) North 27° 01' 23" West a distance of 54.36 feet to an iron pin set;

3) South 84° 58' 39" West a distance of 48.08 feet to an iron pin set at the southeasterly corner of a 0.058 acre tract conveyed to City of Reynoldsburg, as recorded in Deed Book 684, Page 941, said pin also being one of the northwesterly corners of said 5.284 acre tract;

Thence along the easterly line of said tract, also being the easterly right-of-way line of Taylor Square Drive (a public road being 45.00 feet wide), and also being the westerly line of said 5.284 acre tract, North 05° 04' 29" West a distance of 56.60 feet to an iron pipe found at the northeasterly corner of said 0.058 acre tract, said pin also being one of the northwesterly corners of said 5.284 acre tract, said pin also being the southwesterly corner of said 1.277 acre tract;

Thence leaving said line, across said 5.284 acre and 1.277 acre tracts, North 85° 21' 28" East a distance of 291.85 feet (passing a corner of said 5.284 acre and 1.277 acre tracts at a distance of 30.51 feet, and crossing the northerly line of said 5.284 acre tract, also being the southerly line of said 1.277 acre tract, at a distance of 117.27 feet) to the TRUE POINT OF BEGINNING, containing 2.219 acres.

The tract described above is contained within Fairfield County Auditor's Parcel Numbers 044-03795-10, 044-03794-00 and 045-03782-00. Of this tract, 0.021 acres is located in Auditor's Parcel Number 044-03795-10, 1.427 acres is located in Auditor's Parcel Number 044-03794-00 and 0.771 acres is located in Auditor's Parcel Number 045-03782-00.

Subject to all legal easements, right of ways, and use restrictions of record.

07G0048 c12
Reynoldsburg, OH

Monuments referred to as iron pins set are 5/8" inch diameter x 30-inch long iron bars with yellow caps stamped WD PARTNERS, P.S. # 8124.

Monuments referred to as iron pipes found are 13/16" pipes marked "EMH&T Inc." unless otherwise noted.

This description was prepared and reviewed on August 8, 2007 by Kevin P. Carpenter, Registered Surveyor Number 8124. This description is based on a survey made in July of 2007 under the direction and supervision of Kevin P. Carpenter Registered Surveyor Number 8124.

The bearings used in this description are based on the centerline of Interstate Route 70 (North 72° 28' 35" East), as shown in plans FAI-70-0.00/LIC-70-0.00 as found at the Ohio Department of Transportation. All bearings shown herein are for project use only.

07G0048 c12
Reynoldsburg, OH

TRACT 5 (1.353 ACRES)

Situated in the State of Ohio, County of Fairfield, City of Reynoldsburg, being located in Section 20, Township 16, Range 20, Refugee Lands, and being 1.255 acre out of a 1.277 acre tract conveyed to Drury Inns by record in Official Record 1297, Page 2033, and being 0.098 acre out of a 5.284 acre tract conveyed to Drury Inns by record in Official Record 1335, Page 1129, all references being to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2219, found at the intersection of the Franklin, Fairfield, and Licking County lines, said monument also being the northeast corner of the northwest quarter of said Section 20;

Thence along the common line between Franklin and Fairfield Counties, said line being the north line of said Section 20, North 88° 10' 58" West a distance of 1055.39 feet;

Thence South 1° 49' 02" West a distance of 1215.98 feet to an iron pipe found in the southerly right of way line of the Taylor Road Extension, as recorded in Deed Book 684, Page 944, said pin being the northwesterly corner of a 1.933 acre tract conveyed to First Hospitality Company, LLC, as recorded in Deed Book 691, Page 331, said pin also being the northeasterly corner of said 1.277 acre tract, said pin also being the TRUE POINT OF BEGINNING for the parcel herein described;

Thence along the westerly line of said 1.933 acre tract South 0° 09' 37" East a distance of 149.92 feet (passing the southeasterly corner of said 1.277 acre tract, also being the northeasterly corner of said 5.284 acre tract, at a distance of 100.63 feet) to an iron pin set;

Thence leaving said line, across said 5.284 acre and 1.277 acre tracts on a new line, South 85° 21' 28" West a distance of 291.85 feet (passing the southerly line of said 1.277 acre tract, also being the northerly line of said 5.284 acre tract, at a distance of 174.58 feet and again at a distance of 261.34 feet) to an iron pipe found at the northeasterly corner of a 0.058 acre tract conveyed to City of Reynoldsburg, as recorded in Deed Book 684, Page 941, said pin also being on the easterly

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right-of-way line of Taylor Square Drive (a public road, being 45.00 feet wide), said pin also being one of the southeasterly corners of said 1.277 acre tract;

Thence along said easterly line of Taylor Square Drive, also being the westerly line of said 1.277 acre tract, North 05° 04' 29" West a distance of 14.48 feet to an iron pipe found (1" iron pipe found with cap and a tack in the middle);

Thence continuing along said line with a curve to the right having a radius of 477.50 feet, an arc length of 176.08 feet, a central angle of 21° 07' 43", a chord bearing North 05° 29' 22" East, and a chord distance of 175.09 feet to an iron pipe found;

Thence continuing along said line North 16° 03' 14" East a distance of 50.77 feet to an iron pin set;

Thence continuing along said line with a curve to the right having a radius of 30.50 feet, an arc length of 29.74 feet, a central angle of 55° 51' 50", a chord bearing North 43° 59' 09" East, and a chord distance of 28.57 feet to a 2" magnetic nail set in the southerly right-of-way line of said Taylor Road Extension;

Thence along said southerly line, also being the northerly line of said 1.277 acre tract, South 69° 56' 04" East a distance of 162.71 feet to an iron pipe found;

Thence continuing along said line with a curve to the left having a radius of 1290.00 feet, an arc length of 92.85 feet, a central angle of 4° 07' 27", a chord bearing South 71° 59' 48" East, and a chord distance of 92.83 feet to the TRUE POINT OF BEGINNING, containing 1.353 acres.

The tract described above is contained within Fairfield County Auditor's Parcel Numbers 044-03794-00, and 044-03795-10. Of this tract, 0.098 acres is located in Auditor's Parcel Number 044-03794-00, and 1.255 acres is located in Auditor's Parcel Number 044-03795-10.

Subject to all legal easements, right of ways, and use restrictions of record.

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Reynoldsburg, OH

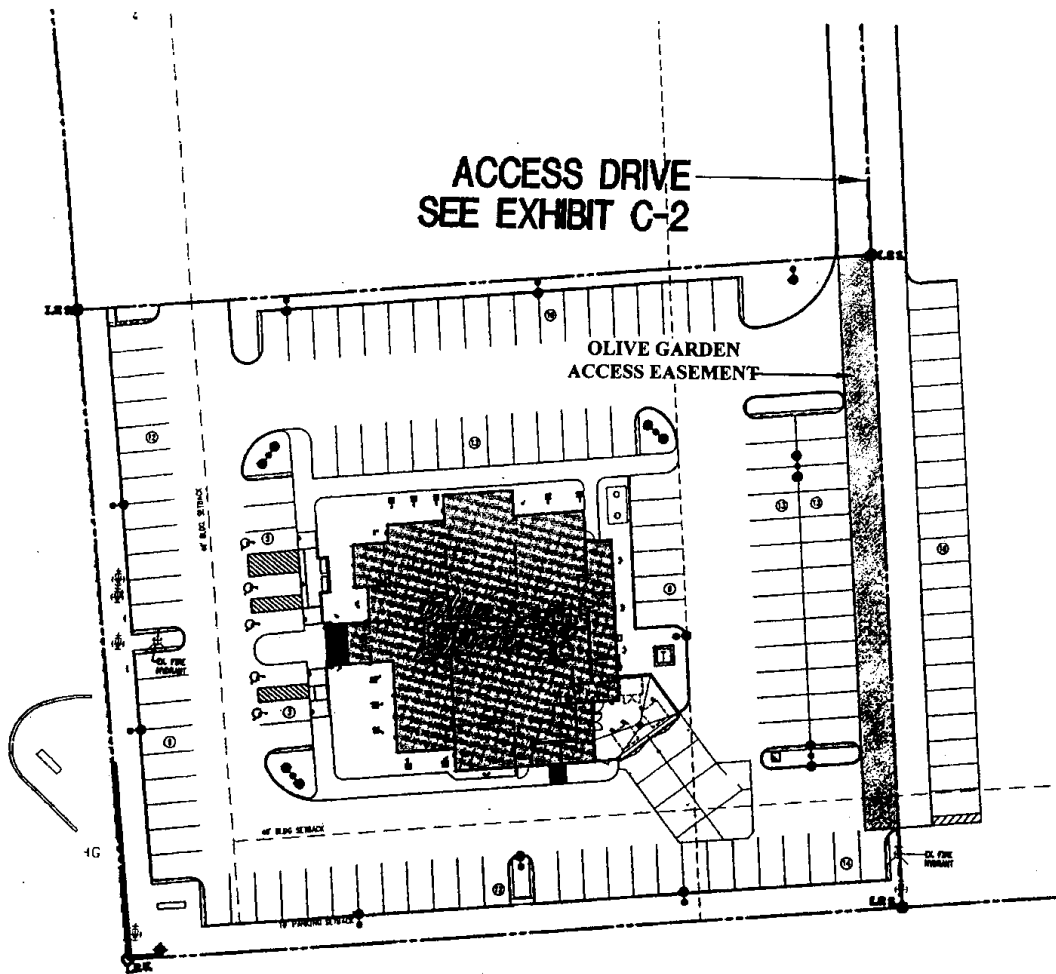
Monuments referred to as iron pins set are 5/8" inch diameter x 30-inch long iron bars with yellow caps stamped WD PARTNERS, P.S. # 8124.

Monuments referred to as iron pipes found are 13/16" pipes marked "EMH&T Inc." unless otherwise noted.

This description was prepared and reviewed on August 8, 2007 by Kevin P. Carpenter, Registered Surveyor Number 8124. This description is based on a survey made in July 2007 under the direction and supervision of Kevin P. Carpenter Registered Surveyor Number 8124.

The bearings used in this description are based on the centerline of Interstate Route 70 (North 72° 28' 35" East), as shown in plans FAI-70-0.00/LIC-70-0.00 as found at the Ohio Department of Transportation. All bearings shown herein are for project use only.

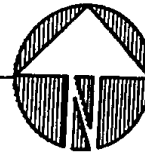
07G0048 c12
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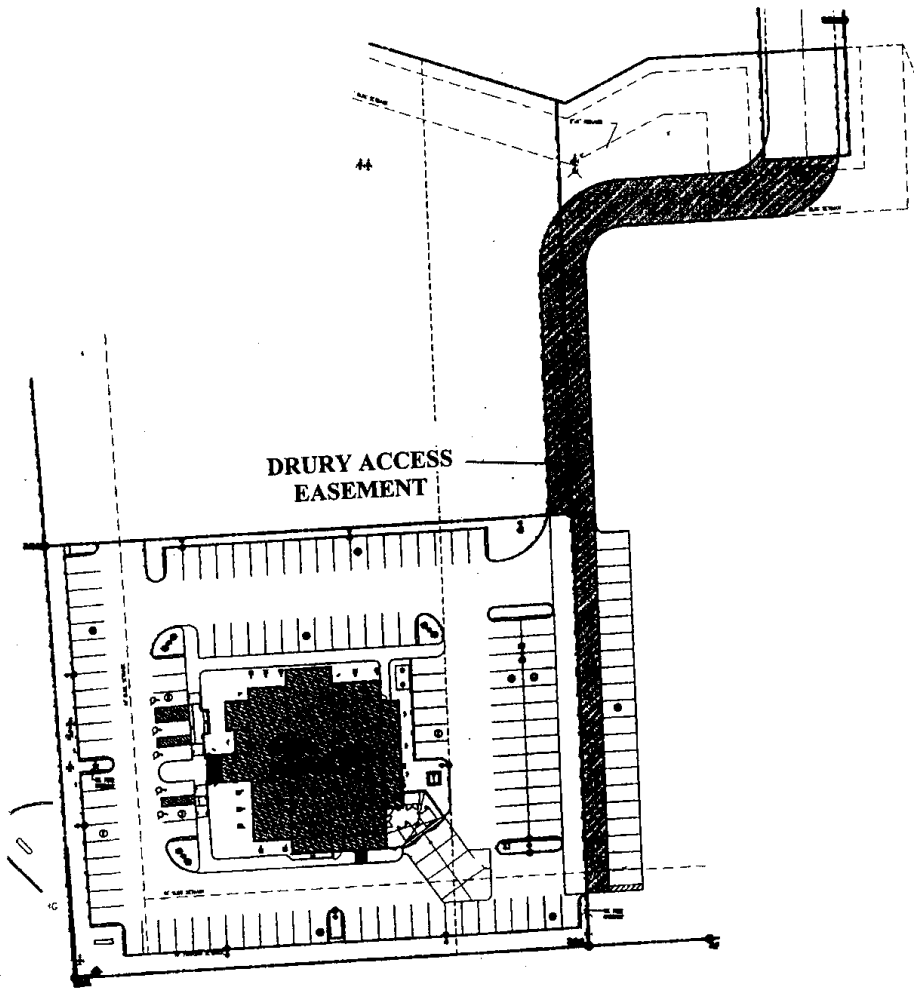


OLIVE GARDEN SITE PLAN EXHIBIT - C-1

SCALE: 1" = 50'-0"

06-31-07





OLIVE GARDEN SITE PLAN EXHIBIT - C-2

SCALE: 1" = 50'-0"

08-31-07

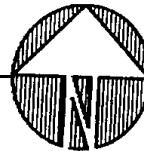
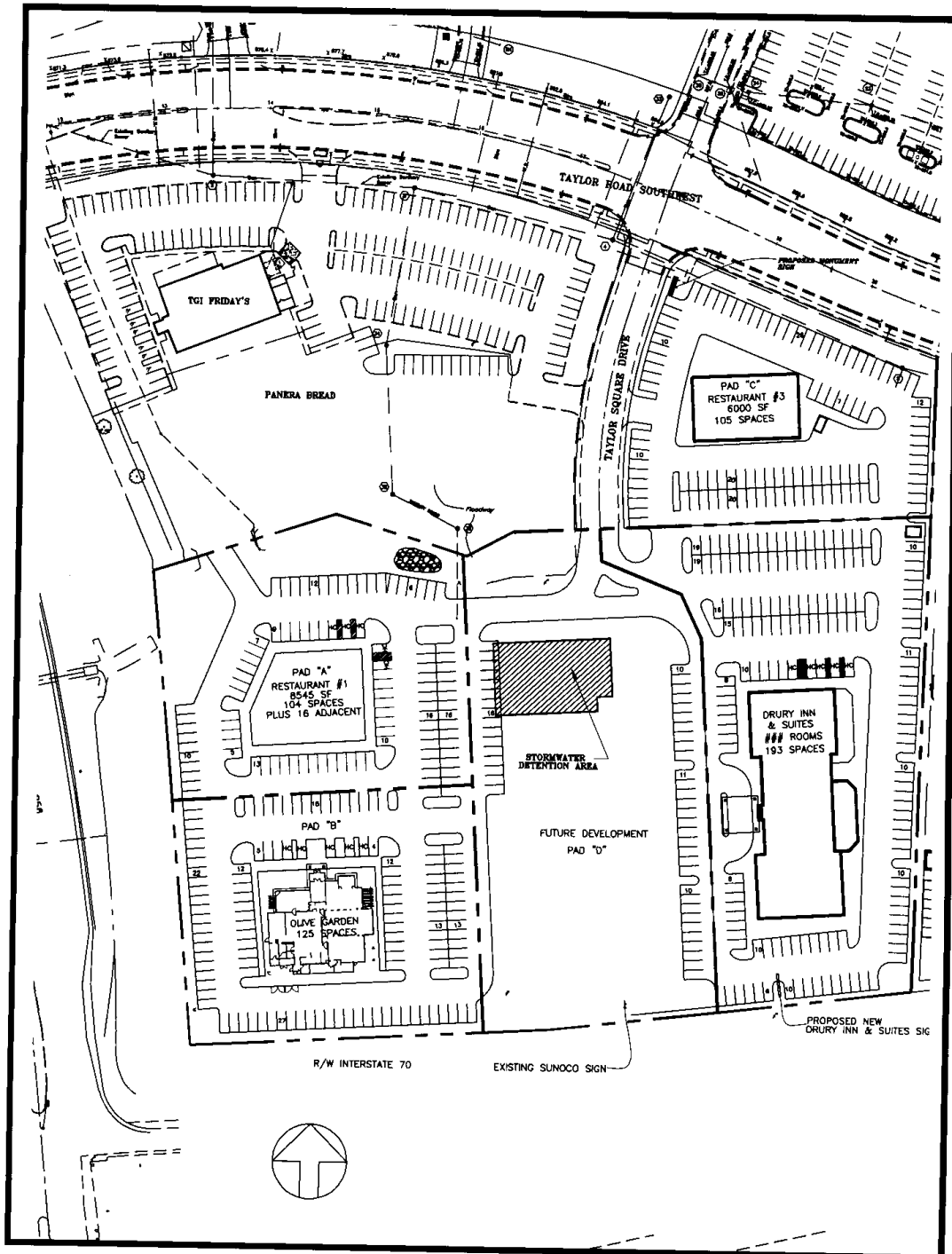


EXHIBIT D



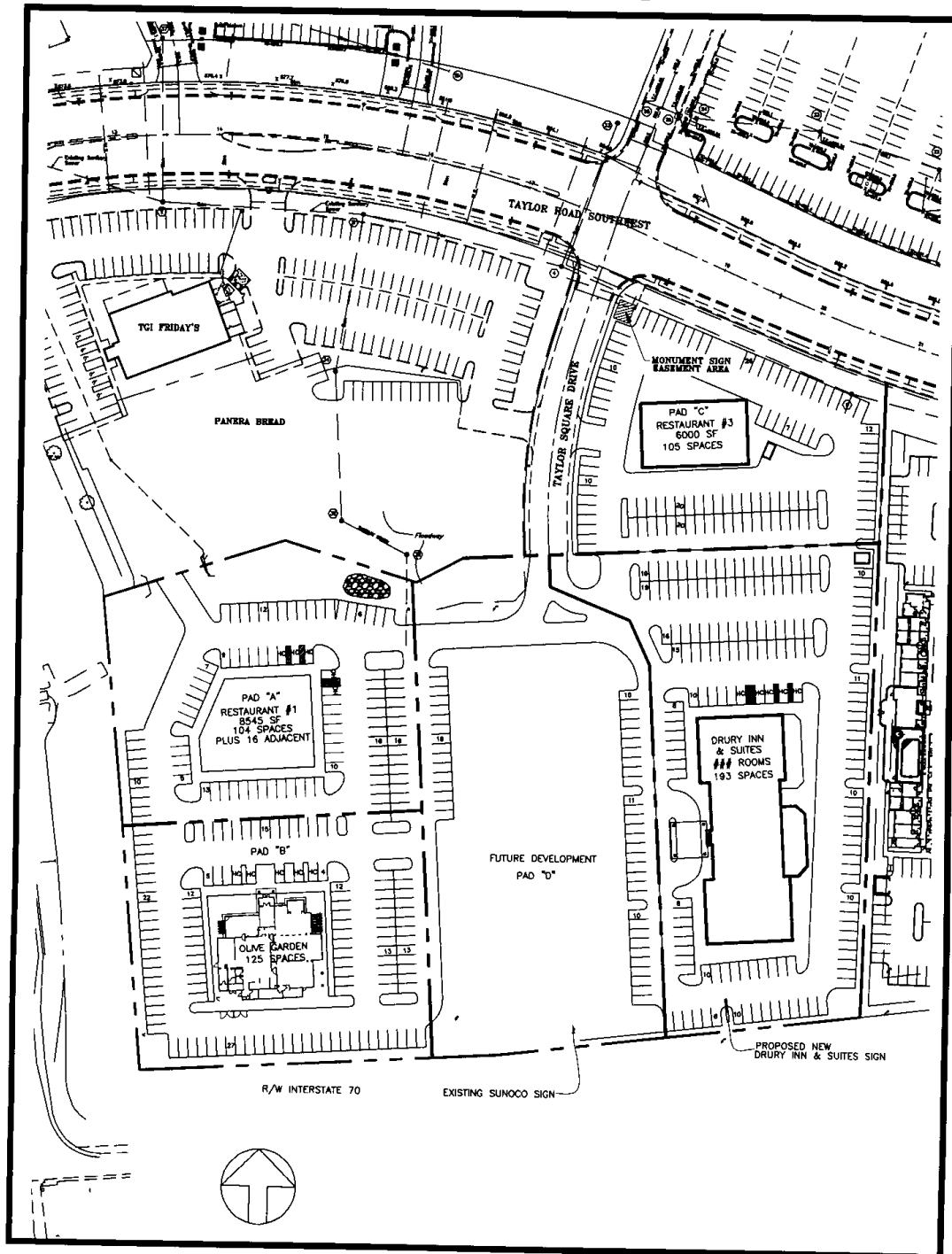
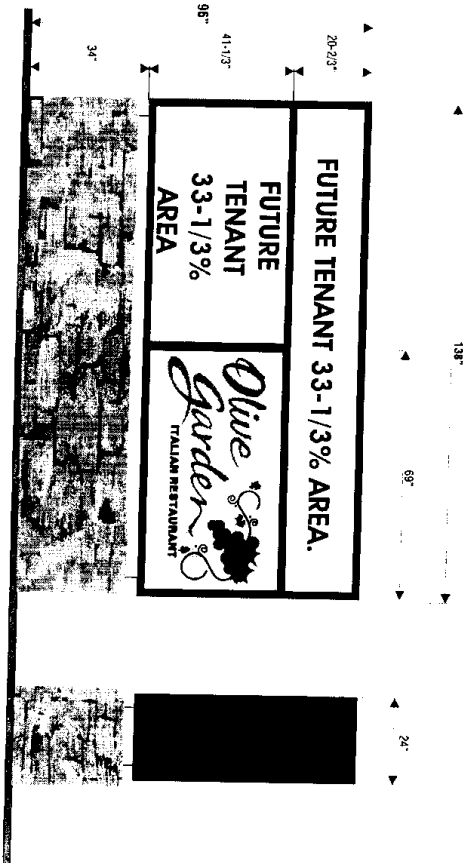


Exhibit "E-2"

ELEVATION OF PROPOSED MONUMENT SIGN BY DEVELOPER.
OLIVE GARDEN TENANT PANELS BY FEDERAL HEATH.

SCALE: 1/2" = 1'-0"



CONCEPTUAL FACE ELEVATION
TWO FACES TO BE MADE OF CLEAR ALUMINUM
ALL DIMENSIONS ARE IN FEET AND INCHES
MANUFACTURED SIGN TO BE 41' X 60' 5 1/2"
WITH VINYL GRAPHICS APPLIED.

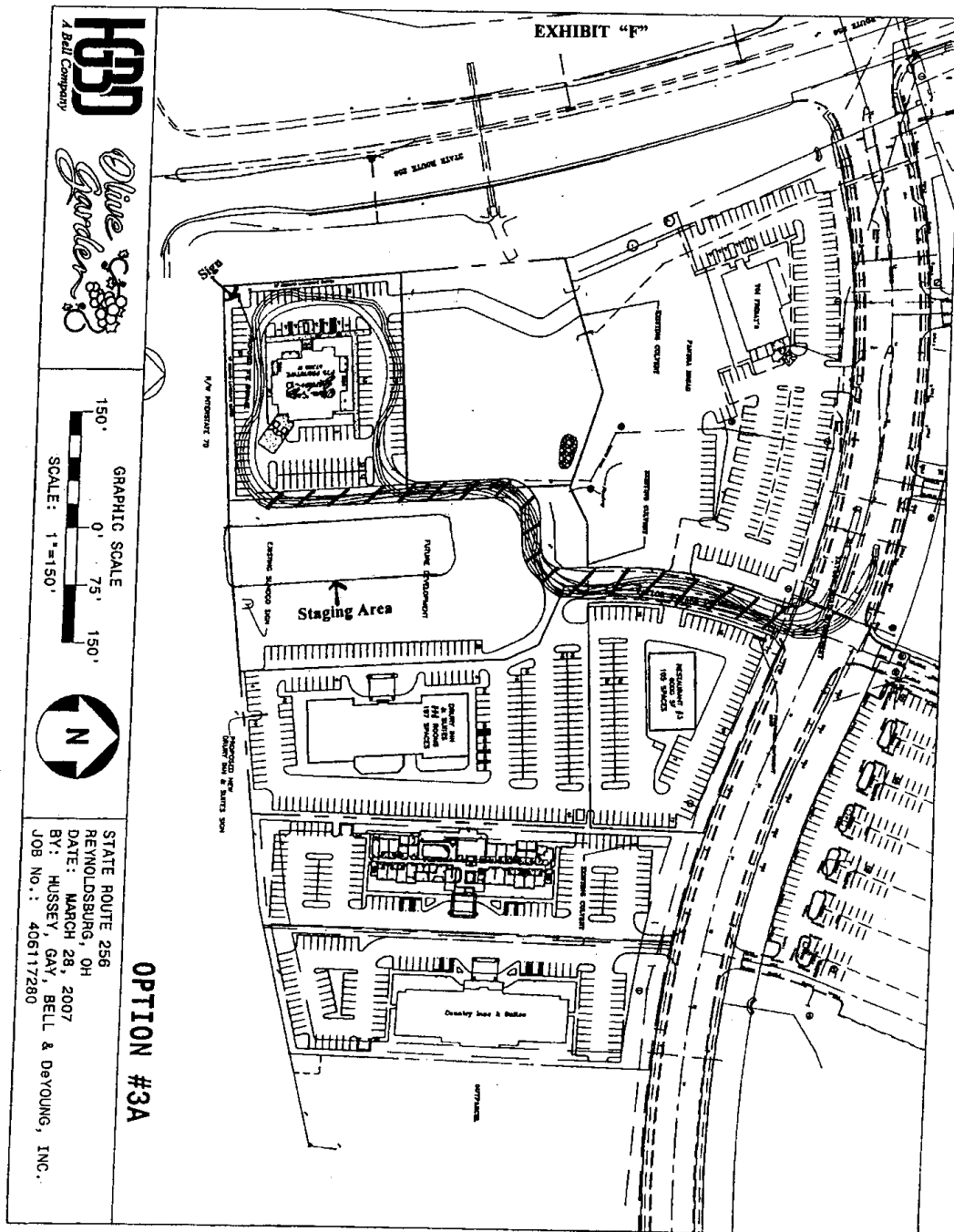
SCALE: 1/2" = 1'-0"

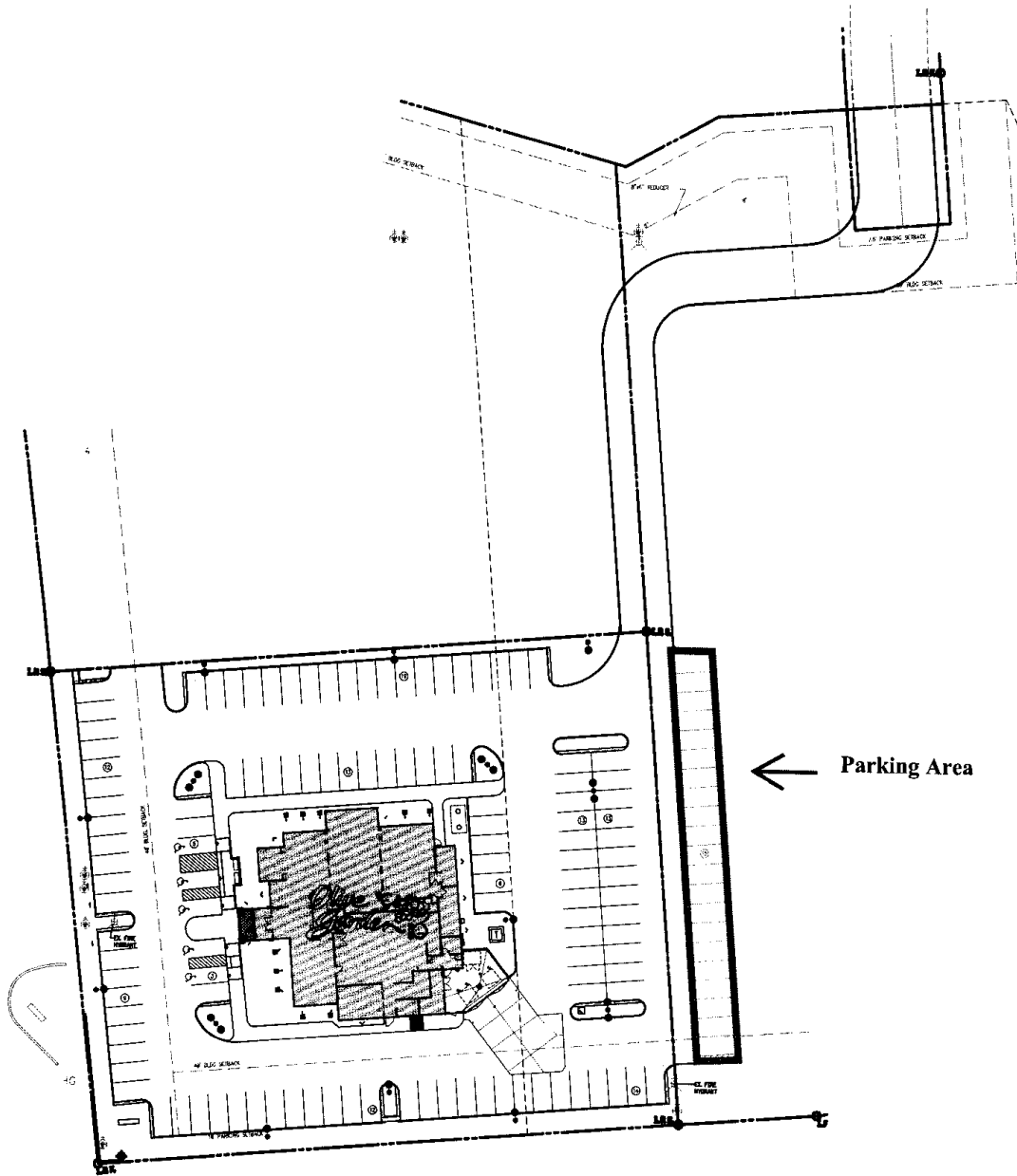


LEAF: #450-35 MIM GREEN
W/ 350-45 BURGUNDY OUTLINE
GRAPES: #350-118 PLUM PURPLE
W/ 350-45 BURGUNDY OUTLINE
VINES: DOTS: BLACK VINYL

OLIVE GARDEN: 350-118 VINO GREEN
BKG: 350-405 NIGHT W/ 350-70
DIFFUSER BACKING
ITALIAN RESTAURANT: #350-118
PLUM PURPLE

FEDERAL HEATH SIGN COMPANY 12000 Oregon Ave. Portland, OR 97220 503-255-4415 • 800-255-1444 • Fax: 503-255-4417		Project Name: OLIVE GARDEN RENOVATION, OH Client: Steve Branton Designer: Steve Branton Date: 6-11-07 Project Number: 06-23-77866-00-01	
Sign Description: Monument Sign Sign Material: Aluminum Sign Color: Black Sign Size: 41' x 60' 5 1/2" Sign Location: Exterior Sign Orientation: Vertical Sign Shape: Rectangular Sign Finish: Smooth Sign Mounting: Freestanding Sign Illumination: None Sign Removal: None Sign Notes: See drawing for details		Project Location: 12000 Oregon Ave. Portland, OR 97220 Project Address: 12000 Oregon Ave. Portland, OR 97220 Project City: Portland, OR Project State: OR Project Zip: 97220 Project Phone: 503-255-4415 Project Fax: 503-255-4417 Project Email: info@federalheath.com Project Website: www.federalheath.com Project Status: Completed Project Date: 6-11-07 Project Notes: See drawing for details	

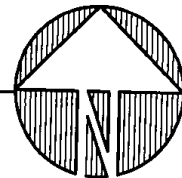




OLIVE GARDEN SITE PLAN EXHIBIT "G"

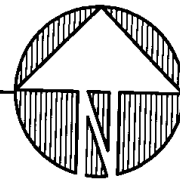
SCALE: NTS

08-31-07



SCALE: NTS

08-31-07



Marie Meeks

From: Joe Magerko <joe.magerko@violet.oh.us>
Sent: Wednesday, November 13, 2024 3:50 PM
To: Marie Meeks
Cc: Phoenix Buathier
Subject: RE: 2467 Taylor Square Drive - Conditional Use and Variance Applications

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Marie,

We have no issues with the variance.

Joe Magerko Fire Safety Inspector

Violet Township Fire Department
8700 Refugee Rd.
Pickerington Oh, 43147
Office: 614-382-5922
Mobile: 614-565-3225

From: Marie Meeks <mmeeks@reynoldsburg.gov>
Sent: Wednesday, November 13, 2024 11:04 AM
To: Joe Magerko <joe.magerko@violet.oh.us>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: RE: 2467 Taylor Square Drive - Conditional Use and Variance Applications

Hi Joe,

Just following up on this. Would you be able to review the attached applications as soon as you are able?

Thank you for your help!

Marie Meeks
PLANNER 1

—
City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

From: Marie Meeks
Sent: Tuesday, November 5, 2024 9:51 AM
To: 'Joe Magerko' <joe.magerko@violet.oh.us>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: 2467 Taylor Square Drive - Conditional Use and Variance Applications

Good Morning,

I have attached a Conditional Use and Variance Application for 2467 Taylor Square Drive. Please let me know if the

Violet Township Fire Department has any comments about this application by November 12th.

If you have any questions please feel free to reach out.

Thank you for your help!

Marie Meeks

PLANNER 1

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

Marie Meeks

From: Mark Riley
Sent: Thursday, November 7, 2024 9:53 PM
To: Marie Meeks
Cc: Phoenix Buathier
Subject: RE: 2467 Taylor Square Drive - Conditional Use and Variance Application

No comments.

Mark

From: Marie Meeks <mmeeks@reynoldsburg.gov>
Sent: Tuesday, November 5, 2024 9:53 AM
To: Mark Riley <mriley@reynoldsburg.gov>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: 2467 Taylor Square Drive - Conditional Use and Variance Application

Good Morning,

I have attached a Conditional Use and Variance Application for 2467 Taylor Square Drive. Please let me know if the Public Service Department has any comments about these applications by November 12th.

If you have any questions please feel free to reach out.

Thank you for your help!

Marie Meeks
PLANNER 1

—

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

November 21, 2024

Planning and Zoning Board
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

RE: Kush Patel for 256 Hotel Group; 2467 Taylor Square Drive: Conditional Use Application – Overnight Lodging - Hotel

Planning and Zoning Board:

Below is the staff review of the above referenced Conditional Use Application.

1. Project Summary

- a. **Site Summary:** The subject site is located at 2467 Taylor Square Drive, parcel ID numbers 0450378220 and 0440379410. The site is 2.22 acres according to the applicant's site plan and currently consists of vacant land. The parcels are zoned CC, Community Commercial. The applicant is requesting the site's land use be changed to Overnight Lodging - Hotel, which is identified as a Conditional Use in the Zoning Code for the CC, Community Commercial zoning district.
- b. **Surrounding Zoning:** The surrounding zoning consists of CC, Community Commercial to the north, west, and east of the subject site. The surrounding land uses consist of restaurant uses to the north and west, a hotel to the east, and I-70 to the south.
- c. **Applicant's Request:** The applicant is requesting a Conditional Use for an Overnight Lodging – Hotel in the CC, Community Commercial zoning district. The applicant states that the proposed new business/use will function as a Marriott Townplace Suites with 104 rooms, and that the proposed hotel building will be approximately 30,000 square feet. The Hotel will also have additional amenities for guests including a business center, fitness room, breakfast area, indoor pool and exterior patio.
- d. **Comprehensive Plan:** The 2018 Comprehensive Plan, upon which the current zoning code is based, states that the CC, Community Commercial district "...should promote businesses that rely on a larger geographic market area for their consumer base, along with offices and companies with a regionally-based workforce that can access the district from adjacent, heavily-traveled corridors"

2. Project Review

- a. **Definition of Overnight Lodging – Hotel:** "A place of transient occupancy which includes any structure consisting of one or more buildings containing any combination of more than five (5) guestrooms that are each approved by the Chief Building Official and the fire chief as meeting the requirements for transient sleeping rooms, or as having features of such sleeping rooms and dwelling units within the same room, and such structure is specifically constructed, kept, used, maintained, advertised, and held out to the public to be a place where transient

sleeping accommodations are offered for pay to persons. ‘Hotel’ does not include agricultural labor camps, apartment houses, apartments or other similar places of permanent personal residence, lodging houses, rooming houses, or hospital or college dormitories.”

- b. **Conditional Use Standards:** Conditional Uses are required to meet the general standards found in Section 1109.13.D:
 - i. The proposed use shall be in harmony with the existing or intended character of the zone or district and nearby affected zones and districts and shall not change the essential character of the zones and districts;
 1. The applicant states that the proposed use is in harmony with the existing character of the district and that the site is surrounded by commercial development and an existing hotel. Staff finds that the proposed use is in harmony with the existing character of the zone and will not change its intended character.
 - ii. The proposed use shall not adversely affect the use of adjacent property;
 1. The applicant states that the proposed hotel will compliment nearby restaurants. Staff finds that the proposed use will not adversely affect the use of adjacent properties and is consistent with the existing properties around it.
 - iii. The proposed use shall not adversely affect the health, safety, morals, or welfare of persons residing or working in the neighborhood;
 1. The applicant states that the proposed use will not adversely affect the healthy, safety, morals, or welfare of persons residing or working in the neighborhood. Staff finds that that the proposed use will not adversely affect the health, safety, morals, or welfare of persons residing or working in the neighborhood.
 - iv. The proposed use shall be served adequately by public facilities and services such as, but not limited to, roads, police and fire protection, storm water facilities, water, sanitary sewer, and schools;
 1. The applicant states that the site has adequate access to public water and sanitary sewer and that there is an existing underground detention basin that was designed to serve the site. Both public service and the local fire department do not have concerns regarding the proposed land use.
 - v. The proposed use shall not impose a traffic impact upon the public right-of-way significantly different from that anticipated from permitted uses of the zone or district;
 1. The applicant states that the use will not impose a significant traffic impact different from other permitted uses within the district, and that hotels generally generate less trips than most permitted uses within the district. Staff finds that the proposed use would likely not cause a traffic impact that is significantly different from that anticipated by permitted uses of the zone. Engineering also did not have any concerns regarding access or traffic in this area.
 - vi. The proposed use shall be in accord with the general and specific

objectives, and the purpose and intent of this Zoning Code and the Land Use Plan and any other plans and ordinances of the City;

1. The applicant states the proposed use is in accordance with the general and specific objectives, and the purpose and intent of the Zoning Code and Land Use Plan. Staff finds that the proposed use meets the general purpose and intent of the Zoning Code.
- vii. The proposed use complies with the applicable specific provisions and standards of this Code;
 1. **Off-street Parking Requirements:** Required off-street parking spaces for Overnight Lodging – Hotel is detailed in Table 1105.01A and the requirement is 1 parking space per sleeping room or suite.
 - i. The applicant states that there will be 104 rooms. Based on the application, the required number of off-street parking spaces for the applicant would be 104 total.
 - a. The applicant has provided a total of 101 parking spaces on-site, including 101 regular parking spaces and 3 auto-share parking spaces. The applicant has also provided an auto-share parking plan that shows that the auto-share parking spaces will be designated with signage. With the 3 provided auto-share parking spaces, the applicant has received an off-street parking requirement reduction from 104 spaces to 101 spaces. Since a total of 101 parking spaces are proposed on the applicant's site plan, staff finds that the applicant has met the off-street parking requirements.
 2. **Landscaping Requirements:**
 - i. The applicant has submitted a Variance Application simultaneously with the Conditional Use Application in order to reduce the required number of landscaping islands from 11 to 8.
 - a. The applicant is showing 8 landscaped islands that is over 200 sq.ft., has at least one tree and 4 shrubs.
 1. Staff finds a variance granting the landscape island reduction will need to be obtained prior to granting the conditional use application.
 - ii. The applicant has submitted a Variance Application simultaneously with the Conditional Use Application in order to eliminate the required parking lot perimeter landscaping requirement of 10 feet.
 - a. The applicant is not showing any landscaping, but a drive aisle that extends onto the adjacent parcel that is currently existing.
 1. Staff finds a variance granting the parking

lot perimeter landscaping elimination in that area will need to be obtained prior to granting the conditional use application.

3. Drive Aisle Width Requirement:

- i. The applicant has submitted a Variance Application simultaneously with the Conditional Use Application in order to reduce the required drive aisle from a 22 foot minimum to an 11 foot minimum.
 - a. The applicant shows that the overall drive aisle width is 24 feet, however only 11 feet is located on the applicants parcel.
 1. Staff finds that a variance approving the aisle width reduction to 11 feet will need to be obtained prior to the granting the conditional use application.
- viii. The proposed use shall be found to meet the definition and intent of a use specifically listed as a conditional use in the zone or district in which the subject property is situated.
 1. The proposed use meets the definition and intent of an Overnight Lodging – Hotel, which is listed as a conditional use in the CC, Community Commercial zoning district.

3. Recommendation

- a. Staff recommends approval of the proposed Conditional Use Application for an Overnight Lodging – Hotel with the following conditions:
 - i. That the required variances with regards to landscape islands, parking lot perimeter landscaping, and drive aisle width reduction be granted by the Planning and Zoning Board prior to the Conditional Use approval of the subject site.



Engineers, Surveyors, Planners, Scientists

MEMO

Date: November 26, 2024

To: Marie Meeks, Planner

From: Mitchell Yake, PE

Subject: Staff Report for: 2467 Taylor Square Dr. – Marriott Townplace Hotel

Copies: Eric Meyer, Director of Development; Ryan Andrews, City Engineer

On behalf of the City of Reynoldsburg, EMH&T conducted a preliminary engineering review of the above Conditional Use/Variance project at 2467 Taylor Square Drive in Fairfield County. The project proposes to construct a hotel (Overnight Lodging-Hotel/Conditional) with approximately 30,000 square feet of space which includes guest amenities. The improvements for the site and the development area encompasses 2.22 acres (proposed impervious acres is 1.53 acres). The variance for the project is requested for the landscaping component as noted in last section below. The following summarizes our findings and recommendations with respect to this development.

ROADWAY ACCESS AND SITE PARKING

1. The site plan shows two access points to the north. The 24-ft wide main access point is located at Taylor Square Drive directly in front of the parcel, and the second is an auxiliary access which connects to the parking lot of the BW3 restaurant, northeast of the proposed site. The auxiliary access is also shared with the Home2Suites hotel directly to the east of the proposed project. There are no traffic signals in this area except at the dead end of Taylor Square Drive at Taylor Road to the north. All roadways and access points are sufficient.
2. Based on the Site Plan, there will be a total of 101 required parking spaces which include 5 ADA spaces at the east side of the structure. Also included are 3 auto share spaces on the south end of the property. Therefore, the parking requirements have been met.
3. The site includes a 24-ft access drive around the perimeter of the property. On the west side of the building access drive includes an access easement the between Olive Garden parcel and one of the proposed parking areas for the proposed hotel. The access drive is located 11 feet on the proposed site and 13' on the Olive Garden parcel initiating the variance. Although the Site Plan does not specifically call out two-way traffic around the perimeter of the hotel, the width of the access drive at 24-ft (between parking spaces) would be sufficient for two-way traffic.

UTILITIES

4. Per Reynoldsburg GIS, there is an existing 8-inch watermain to the north of the project across Taylor Square Drive and an 8-inch watermain to the south of the project. The Home2Suites to the east of the project installed a fire hydrant between their project and the proposed project. A comment was made to include the water easement between the two properties and call out the proposed water service tie-in location in future submissions. The site shows water service connection locations (4-inch domestic and 6-inch fire).
5. There is an existing 8-inch sanitary sewer main that is aligned from east to west through the center of the property. The site shows a new sanitary sewer line that runs along the parking lot on the

east side of the building. The sanitary service connection was shown. The anticipated sanitary flow (with calculations) was not provided. This will need to be provided on the future PGU.

STORMWATER

6. The Site Plan indicates that presently, the parcel has an underground detention unit (on the north side of the property) for a total of 38,589 cubic feet of storm water capacity. The proposed plan would remove a portion of the unit 2,800 cubic feet of capacity. A new underground detention unit would be constructed on the east side of the hotel with a capacity of 20,260 cubic feet, for a total of 56,046 cubic feet of capacity at completion of the project. It is unclear if the combined detention unit are adequate for the proposed site. A stormwater report will need to be submitted on future reviews to ensure the required stormwater capacity for the area is in place during and after construction.

DETAILS / SPECIFICATIONS

7. A Variance Request has been submitted for landscape requirements. Although the landscape plan did not include the location of the trees/shrubs around perimeter of property (interior parking), the application requests buffer requirements be reduced from 11 landscaped islands to 8 landscaped islands. A comment was made to review and revise the landscape drawing to include the proposed project's perimeter landscape and an additional comment was made to provide either architectural drawings or a detail of the proposed 6' horse fence (to ensure the requirement of a continuous six-foot fence).
8. Where applicable, refer to Reynoldsburg Standard Construction Drawings on the PGU submittal.

PLANNING AND ZONING BOARD VARIANCE AND CONDITIONAL USE APPLICATION

☐ Paid: _____

Property Address: 2467 TAYLOR SQUARE DR	Parcel ID#(s): 0450378210, 0450378220
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I. PROPERTY OWNER OF RECORD

Property Owner Name(s): TAYLOR SQUARE HOTEL GROUP LLC	
Contact Email: k.patel2923@gmail.com	Contact Phone Number: (330) 280-7006

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: 256 Hotel Group, LLC	Contact Name: Kush Patel
Contact Email: k.patel2923@gmail.com	Contact Phone Number: (330) 280-7006
Description of Use: Proposed Marriott Townplace Hotel	

III. APPLICANT INFORMATION

Applicant Name: Kush Patel	Applicant Address: 356 OLENTANGY XINGS WEST DELAWARE OH 43015
Applicant Phone Number: (330) 280-7006	Applicant Email: k.patel2923@gmail.com
☒ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☐ Architect/Engineer ☐ Owner's Consent Attached.	

PROJECT INFORMATION

CHECK AND DESCRIBE IF APPLICABLE: ☒ Variance ☒ Conditional Use ☐ Variance or Conditional Use Extension (\$50)
☐ Residential (single-family residential only)(\$200) ☒ Non-Residential (all residential except single-family residential)(\$450) ☐ Engineering Report (\$750 [min.])

Proposed Marriott Townplace on vacant land. Variance request for landscape property buffer requirements and number of landscape islands required. 11 required, 8 provided.

Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Planning & Zoning Administrator.

Applicant Signature: _____ Date: _____

*By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner. *

OFFICE USE ONLY

Additional Notes:	<u>Zoning Information</u>	<u>Additional Approval Required</u>	<u>PZB Meeting</u>
	Zoning District: _____ ☐ Olde Reynoldsburg District	☐ Major/Minor Site Plan ☐ Other: _____	Date: _____ ☐ Approved as Submitted ☐ Approved w/ Conditions ☐ Tabled ☐ Denied
P&Z Administrator: _____ Date: _____			

Section 1109.13

CONDITIONAL USES

Initiating a Conditional Use

A conditional use application shall be submitted to the Planning & Zoning Administrator at least twenty-one (21) days prior to the regularly scheduled meeting of the Planning and Zoning Board. The Board meets on the first and third Thursday of each month (except December).

The Board may determine that additional studies or expert advice are necessary to evaluate a proposed Special Exception relative to the requirements of the Code. *See next page for more details.*

Along with a completed application form, please submit eleven (11) hardcopy packets of all required items. Please also submit one (1) electronic copy, a PDF or similar scan of the completed application and packet.

What information must be provided with a Conditional Use ?

An application for a Conditional Use shall be submitted using the attached form and shall include the following:

- ☐ Description of the existing use of the lot and of adjacent lots
- ☐ A statement of the conditional use for which the application is submitted.
- ☐ The application shall also include a description of the activities proposed on the site, including the goods and services, hours of operation, anticipated number of employees, nature and volume of delivery activity, and other information which will enable the Board to understand the nature of the proposed use and its potential impacts;
- ☐ A plan of the proposed site and improvements showing the proposed location of all structures, parking and loading areas, streets and traffic accesses, open spaces, refuse and service areas, utilities, signs, yards, landscaping, and other relevant features;
- ☐ A narrative statement discussing the compatibility of the proposed use with the existing uses of adjacent lots including an evaluation of the effects on adjoining lots of such elements as traffic circulation, noise, glare, odor, fumes, vibration, and storm water, and any measures proposed to mitigate such effects;

- ☐ A narrative addressing each of the applicable criteria set forth in section 1109.13.D

Such other information as the Board deems necessary to make a determination of the compliance of the proposed use with the applicable standards and regulations may be required. Such additional information may include, but shall not be limited to:

- Traffic impact analysis;
- Storm water impact analysis;
- Utility impact analysis.

How much will a Conditional Use cost?

The fee for a Conditional Use is two hundred dollars (\$200) for a residential conditional use, and four hundred and fifty dollars (\$450) for all other conditional requests.

What is the time frame for review of a Conditional Use Permit?

An application for a Conditional Use Permit will take approximately one to two months. The Planning and Zoning Administrator will review the application and determine if it warrants public review. If it is determined it needs public review, the application will then be placed on the next Planning and Board Meeting.

Who may I call if I have questions?

Contact the Planning & Zoning Administrator at 614-322-6829.

OR Visit our website at:

<http://www.reynoldsburg.gov>

Section 1109.13.D

STANDARDS FOR ALL CONDITIONAL USES

In review of a Conditional Use application, the Board shall consider whether the application is complete and whether it provides adequate evidence that the proposed special exception is consistent with the following standards:

- ☐ The proposed use shall be in harmony with the existing or intended character of the district and nearby affected districts and shall not change the essential character of the districts;
- ☐ The proposed use shall not adversely affect the use of adjacent property;
- ☐ The proposed use shall not adversely affect the health, safety, morals, or welfare of persons residing or working in the neighborhood;
- ☐ The proposed use shall be served adequately by public facilities and services such as, but not limited to, roads, police and fire protection, storm water facilities, water, sanitary sewer, and schools;
- ☐ The proposed use shall not impose a traffic impact upon the public right-of-way significantly different from that anticipated from permitted uses of the district;
- ☐ The proposed use shall be in accord with the general and specific objectives, and the purpose and intent of this Zoning Code and the Land Use Plan and any other plans and ordinances of the City;
- ☐ The proposed use complies with the applicable specific provisions and standards of this Code;
- ☐ The proposed use shall be found to meet the definition and intent of a use specifically listed as a special exception in the district in which it is proposed to be located, except as otherwise provided by this Zoning Code.

In approving a Conditional Use, the Planning and Zoning Administrator or the PZB may impose such conditions as deemed necessary to protect the public welfare, preserve the purpose and intent of the Code. Such conditions may include:

- Locations, setbacks, and configurations of structures and of uses of interior and exterior spaces;
- Screening comprised of landscaping, walls, fencing or other materials or construction;
- Access points and traffic management provisions, including those impacting vehicular and pedestrian access and the locations and design of parking facilities;
- Noise control measures, including those regulating loudspeakers or irregular vehicular or equipment noise;
- Other features of construction, including but not limited to paving and parking, signs, and landscaping;
- Hours and method of operation
- Maintenance of the site, structures, landscaping;
- Means of controlling glare, vibration, odors, dust, smoke, hazardous materials, refuse matter, water-carried waste, and storm water; and
- A time limit for operation of the use.

Section 1109.11 VARIANCES

Initiating a Variance Request

A variance application shall be submitted to the Planning & Zoning Administrator at least twenty-one (21) days prior to the regularly scheduled meeting of the Planning and Zoning Board. The Board meets on the first and third Thursday of each month (except December).

What information must be provided for a Variance?

A property owner seeking a Variance shall submit a written request for Variance on forms provided by the Planning & Zoning Administrator. Such request shall include the following:

- ☐ Name, address, and telephone number of the property owner(s) and owner's agent(s);
- ☐ Legal description, address, tax district and parcel number of the property;
- ☐ Description of the nature of the variance requested and a statement address each of the standards for variance in the Code (see section 1109.13);
- ☐ Statement of the hardship;
- ☐ Such other information and exhibits as may be appropriate to establish the facts of the appeal and the grounds for relief.

***Note: The application must be signed by the property owner for the property which pertains to the variance.*

- ☐ Along with a completed application form, please submit ten (10) hardcopy packets of all required items. Please also submit a PDF or similar scan of the completed application and packet.

What is the time frame for a variance request?

In general the application process takes 30-45 days. Once a variance application is submitted, it will be placed on the next PZB agenda. The PZB can hold the application but a decision must be reached by the Board within sixty (60) days.

Why might you request a Variance?

To allow development of property prohibited by current zoning if such development will not adversely affect the surrounding property or neighborhood and if the PZB is satisfied that it will alleviate some hardship or difficulty.

How much will a Variance cost?

The fee for a variance is two hundred dollars (\$200) for a residential variance, and four hundred and fifty dollars (\$450) for all other variance requests.

What are the next steps after a Variance approval?

The approved variance will need to be officially documented through the issuance of a zoning certificate or a zoning sign permit depending on the type of variance. Any action of the PZB granted a variance shall be valid for a period of 12 months.

Who may I call if I have questions?

Contact the Planning & Zoning Administrator at

614-322-6829.

OR Visit our website at:

<http://www.reynoldsburg.gov>

Section 1109.11.D

STANDARDS FOR VARIANCE

No variance in the strict application of the provisions of this Code shall be granted unless the Board makes specific findings of fact, based on the evidence presented to it, which supports conclusions that the variance conforms to the following standards. Such findings shall be stated for the record and reported in the Board's minutes.

- ☐ The variance is in accord with the general purpose and intent of the regulations imposed by this Code in the district in which it is located, and shall not be injurious to the area or otherwise detrimental to the public welfare.
- ☐ The variance will not permit the establishment of any use which is not otherwise listed as a permitted use or a special exception in the district, or which is expressly or by implication prohibited by this Code. (Note: Section 1107 for provisions regarding the replacement of non-conforming uses with other non-conforming uses.)
- ☐ There exist special circumstances or conditions, fully described in the findings, applicable to the land or structures for which the variance is sought, which are peculiar to such land or structures and which do not apply generally to land or structures in the area, and which are such that the strict application of the provisions of this Code would deprive the property owner of the reasonable use of such land or structures.
- ☐ There must be deprivation of beneficial use of land, as opposed to mere loss in value as justification for the variance.
- ☐ There is proof of hardship or practical difficulty created by the strict application of this Code, beyond simply a showing that greater profit will result if the variance is granted. Economic hardship is not grounds for the variance. Furthermore, the hardship complained of is not self-created nor is it established on this basis by one who purchased with or without knowledge of the restrictions. The hardship results from the application of this Code and is suffered directly by the property in question.
- ☐ The variance is necessary for the reasonable use of the land or building, and the variance as granted is the minimum variance that will accomplish this purpose.
- ☐ The variance will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values of the adjacent area.
- ☐ The variance will not confer on the property owner any special privilege that is unduly denied by this Code to other land, structures, or buildings in the same district.
- ☐ No nonconforming use of neighboring land or structures in the same district and no permitted or nonconforming use of land or structures in other districts are considered as grounds for approval of the variance.
- ☐ The variance is not a matter of convenience when other remedies are available within the provisions of this Code.

(a) Description of the existing use of the lot and of adjacent lots.

As the lot sits, it is clear and empty with no development. The surrounding lots are occupied by restaurants and one hotel.

(b) A statement of the conditional use for which the application is submitted.

The proposed conditional use is “Overnight Lodging- Hotel.” The proposed TownePlace Suites hotel provides for one hundred and four guestrooms. Additional guest amenities include a meeting room, business center, fitness room, laundry facilities, breakfast serving area, indoor pool, and exterior patio.

(c) The application shall also include a description of the activities proposed on the site, including the goods and services, hours of operation, anticipated number of employees, nature and volume of delivery activity, and other information which will enable the Board to understand the nature of the proposed use and its potential impacts;

To be planned is the construction of an Overnight Hotel specifically a TownePlace Suites by Marriott. This is one of the best and top-rated hotel chains in the country that caters to mainly corporate clientele that are in town for work purposes throughout the week. And on weekends it caters to family traveling to and through town. This hotel brand will be great for serving people that are coming to this side of town for sporting and other events that happen as well. The hotel will have all the amenities listed above in section B. The hotel will be operating 24/7. We anticipate about twenty employees. Delivery is something that will not be much as hotels tend to order supplies as needed which would not have any impact on traffic.

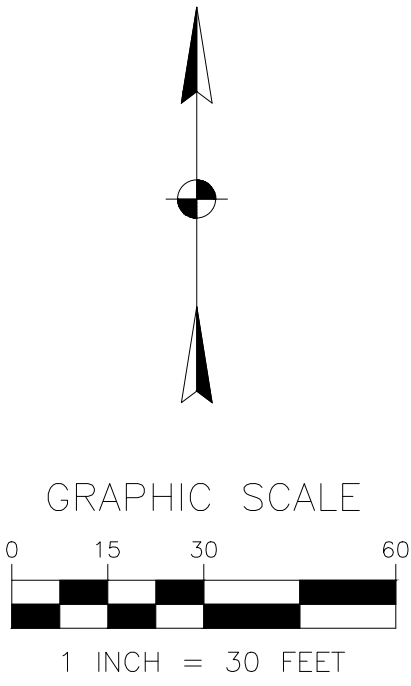
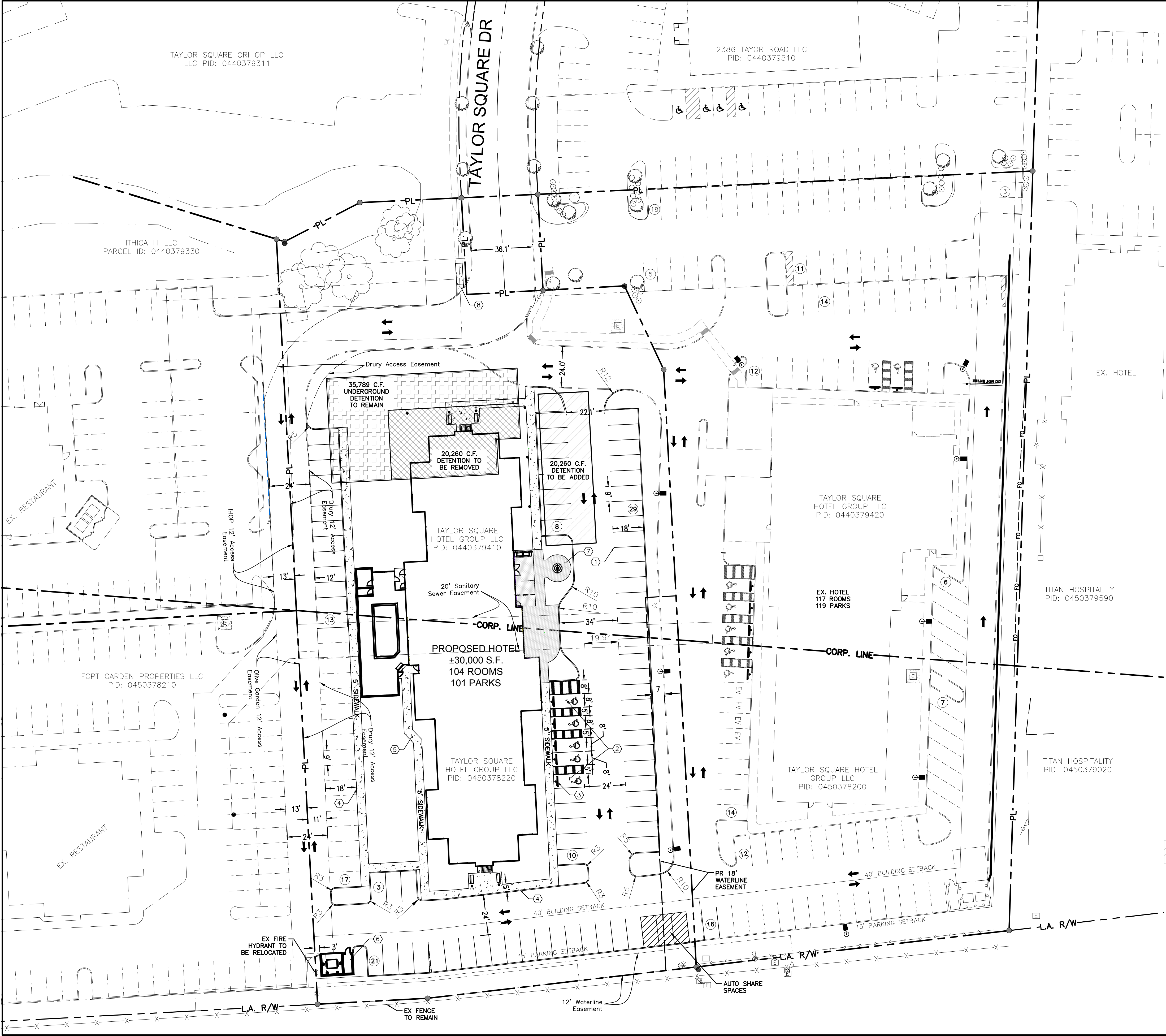
Taylor Square Hotel Group

Section 1109.13

STANDARDS FOR ALL CONDITIONAL USES

- (a) The proposed use shall be in harmony with the existing or intended character of the district and nearby affected districts and shall not change the essential character of the districts;
 - *The proposed hotel is in harmony with the existing character of the district. The area is surrounded by commercial development and an existing hotel*
- (b) The proposed use shall not adversely affect the use of adjacent property;
 - *The proposed use shall not adversely affect the use of adjacent property, a hotel will compliments the nearby restaurants*
- (c) The proposed use shall not adversely affect the health, safety, morals, or welfare of persons residing or working in the neighborhood;
 - *A hotel use will not adversely affect the health, safety, morals, or welfare of persons residing or working in the neighborhood*
- (d) The proposed use shall be served adequately by public facilities and services such as, but not limited to, roads, police and fire protection, storm water facilities, water, sanitary sewer, and schools;
 - *The hotel has adequate access, public water/sanitary of the property. There is an existing underground detention basin that was designed to serve the site.*
- (e) The proposed use shall not impose a traffic impact upon the public right-of-way significantly different from that anticipated from permitted uses of the district;
 - *The proposed hotel won't impose a traffic impact upon the public right-of-way significantly different from that anticipated from permitted uses of the district as a hotel generally generates less trips than most permitted uses in this district*
- (f) The proposed use shall be in accord with the general and specific objectives, and the purpose and intent of this Zoning Code and the Land Use Plan and any other plans and ordinances of the City;
 - *The proposed hotel will be in accord with the general and specific objectives, and the purpose and intent of this Zoning Code and the Land Use Plan*
- (g) The proposed use complies with the applicable specific provisions and standards of this Code;
 - *The proposed hotel complies with the applicable specific provisions and standards of this Code*
- (h) The proposed use shall be found to meet the definition and intent of a use specifically listed as a special exception in the district in which it is proposed to be located, except as otherwise provided by this Zoning Code.
 - *The proposed hotel meets the definition and intent of a use specifically listed as a special exception in the district.*

E:\FoxBackup\24-5-24\Projects\EOH01C1-22360 Taylor Square Hotel Group LLC\500-CAD\591-Civil\593-PrintSheets\CONCEPT\Townplace Concept\Site Plan SF.dwg by: sf on 11/17/2024 11:09 AM ~ for PRIME AE



SITE SUMMARY

ADDRESS: TAYLOR SQUARE DRIVE
PARCEL NUMBER: 045-03782-20
044-03794-10
SITE AREA: 2.22 +/- ACRES
ZONING: CC-COMMUNITY COMMERCIAL
LAND USE: VACANT
EXISTING: HOTEL
PROPOSED: HOTEL
BUILDING AREA: ±30,000 SF HOTEL
104 ROOMS
BUILDING HEIGHT: 44'-00" FT.
VEHICULAR USE AREA: 42,668 S.F.

SITE AREA

ON-SITE		
IMPERVIOUS AREA	1.53 AC.	69%
PERVIOUS AREA	0.69 AC.	31%
TOTAL SITE AREA	2.22 AC.	100%

PARKING COUNT

• 104 ROOM HOTEL USE
104 ROOMS @1:ROOM=104 PARKING STALLS REQUIRED
3 AUTO SHARE SPACES PROVIDED, PARKING REQUIRED REDUCED BY 3 SPACES
TOTAL REQUIRED PARKING = 101
PARKING PROVIDED: = 101 (5 ADA SPACES)

NOTE:

A TREE SURVEY WAS CONDUCTED ON THIS SITE ON OCTOBER 3, 2022 AND FOUND NO TREE GREATER THAN 18" DBH.

EXISTING UNDERGROUND STORMWATER DETENTION TO BE PARTIALLY RELOCATED AND VOLUMES RETAINED. NEW UNDERGROUND WILL BE CONSTRUCTED PRIOR TO REMOVAL OF EXISTING.

VARIANCE REQUEST FOR MINIMUM AISLE WIDTH ON WEST PROPERTY LINE. ONLY 11' ON HOTEL PROPERTY, BUT A 24' AISLE IS EXISTING AND IN AN EASEMENT.

CODED NOTES

- ① 4" WHITE STRIPING FOR STANDARD PARKING STALLS
- ② HANDICAP PARKING AND VAN ACCESSIBLE SIGNS.
- ③ PARKING BLOCK,
- ④ COMBINED CURB AND WALK
- ⑤ PROPOSED 5' SIDEWALK
- ⑥ PROPOSED DUMPSTER ENCLOSURE, SEE ARCHITECTURAL PLANS FOR DETAIL
- ⑦ PROPOSED PATIO, SEE ARCHITECTURAL PLANS FOR DETAIL
- ⑧ PROPOSED 5' SIDEWALK CONTINUATION WITH CURB RAMP

LEGEND

- PL PROPERTY LINE
- LA R/W LIMITED ACCESS RIGHT-OF-WAY
- EX. CURB
- PROP. CURB
- EX. FIRE HYDRANT
- TRAFFIC PATTERN ARROWS

- NEW UNDERGROUND STORM
- EXISTING UNDERGROUND STORM
- REMOVED UNDERGROUND STORM
- PATIO PAVERS
- PROPOSED CONCRETE SURFACE

PRELIMINARY

NOT FOR CONSTRUCTION

PRIME

8415 PULSAR PLACE | SUITE 300
COLUMBUS, OH 43240
P 614-839-0250 | F 614 839 0251

REYNOLDSBURG, FRANKLIN COUNTY, OH

ENGINEERING PLANS

FOR

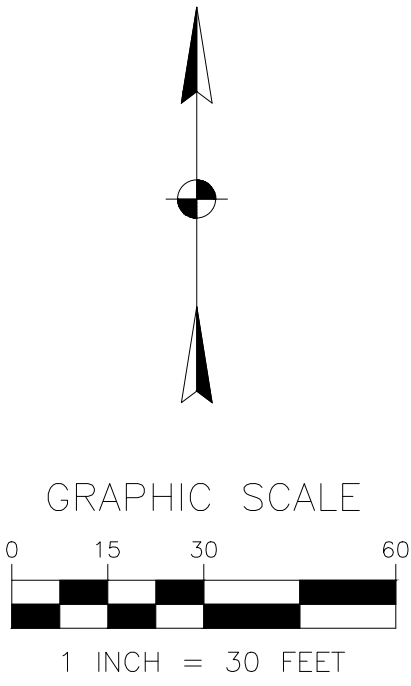
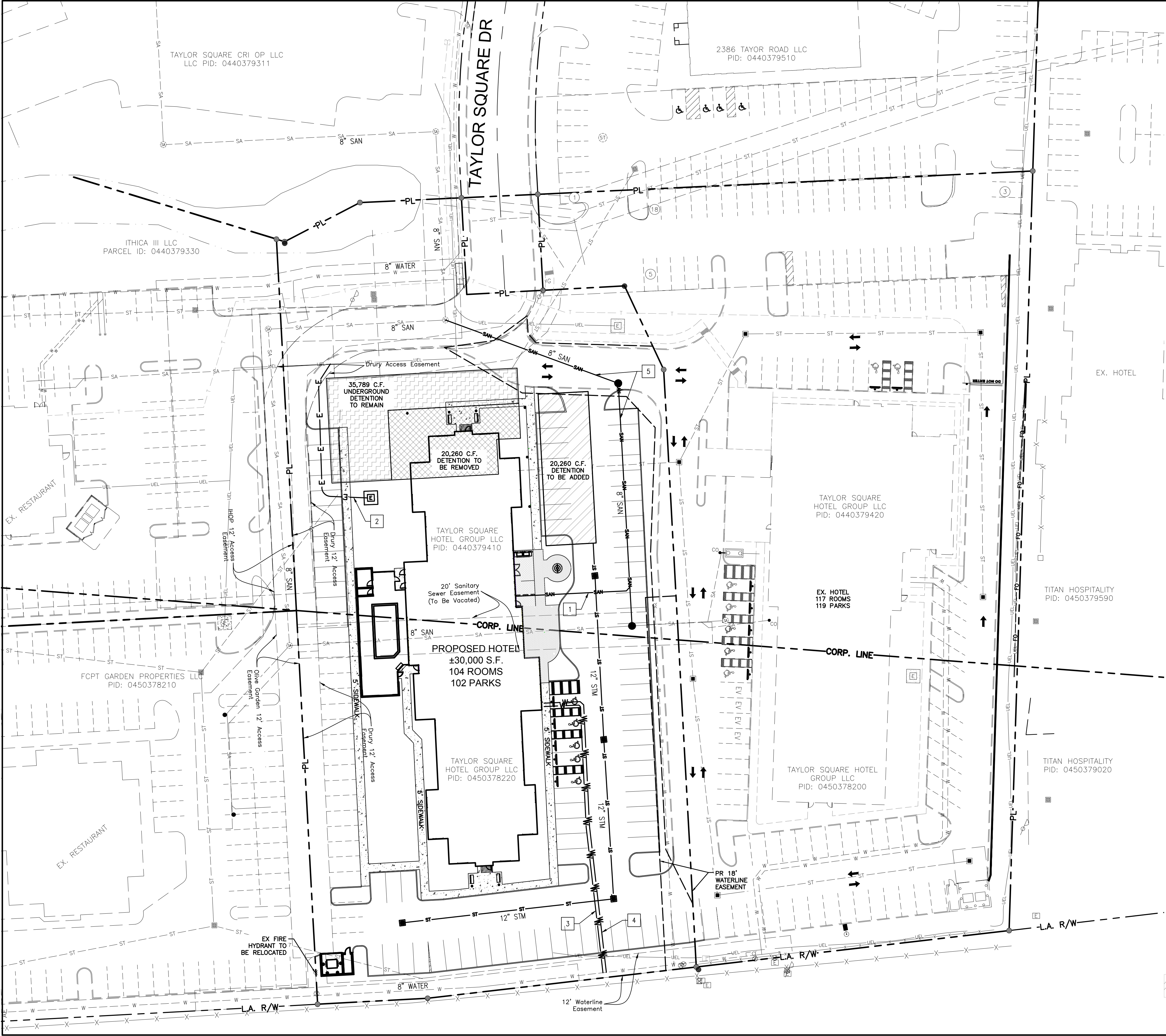
MARIOTT TOWNPLACE

TAYLOR SQUARE DRIVE

SITE PLAN

DATE	
REVISIONS	
NO	
DRAWN BY:	CHECKED BY:
JS	SF
SCALE:	1" = 30'
DATE:	09/24/2024
SHEET NO.	C-1

E:_FoxBackup\24-5-24\Projects\EOH01CI-22360 Taylor Square Hotel Group LLC\500-CAD\591-Civil\593-PrintSheets\CONCEPT\Townplace Concept\UtilityPlan SF.dwg by sfon on 11/17/2024 11:10 AM ~ for PRIME



UTILITY PLAN NOTES

- CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING AROUND EXISTING UTILITIES. COORDINATE ANY RELOCATION WITH RESPECTIVE UTILITY OWNER.
- THE INFORMATION SHOWN CONCERNING EXISTING UTILITIES IS NOT REPRESENTED, WARRANTED OR GUARANTEED TO BE COMPLETE OR ACCURATE. (INVESTIGATION, LOCATION, SUPPORT, PROTECTION, AND RESTORATION OF ALL EXISTING UTILITIES AND APPURTENANCES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. PRIOR TO CONSTRUCTION TO DETERMINE IN THE FIELD THE ACTUAL LOCATION AND ELEVATIONS OF ALL EXISTING UTILITIES WHETHER SHOWN ON THE PLANS OR NOT.) THE CONTRACTOR SHALL CALL THE OHIO UTILITIES PROTECTION SERVICES, OUPS, AT 811 OR 1-800-362-2764 TWO (2) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
- WATER REQUIRES MINIMUM CLEARANCES OF 1.5' VERTICAL AND 10.0' HORIZONTAL TO ALL SEWERS. THE CONTRACTOR SHALL PROVIDE MINIMUM CLEARANCES OF 1.0' VERTICAL AND 3.0' HORIZONTAL BETWEEN OTHER UNDERGROUND UTILITIES. NO FACILITY SHALL BE INSTALLED WITH LESS THAN THESE MINIMUM CLEARANCES WITHOUT THE WRITTEN APPROVAL OF THE OWNERS OF THE UTILITIES INVOLVED. THE CONTRACTOR SHALL EXPOSE ALL UTILITIES OR STRUCTURES PRIOR TO CONSTRUCTION TO VERIFY THE VERTICAL AND HORIZONTAL CLEARANCES WITH PROPOSED CONSTRUCTION. THE COST OF THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR VARIOUS ITEMS. THE FLOW OF ALL SEWERS, DRAINS AND WATER COURSES ENCOUNTERED AND DISTURBED OR DESTROYED DURING THE EXECUTION OF THE WORK SHALL BE RESTORED BY THE CONTRACTOR TO A SATISFACTORY CONDITION. PAYMENT FOR THIS ITEM SHALL BE INCLUDED IN THE PRICE BID FOR THE VARIOUS RELATED ITEMS. THE CITY OF REYNOLDSBURG OFFICE SHALL BE NOTIFIED IMMEDIATELY FOR ANY DISTURBANCES.
- THE CONTRACTOR SHALL RESTORE OFF-SITE CONSTRUCTION AREAS TO EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO COMMENCEMENT.
- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES FOUND BETWEEN THE PLANS OR FIELD CONDITIONS PRIOR TO START OF CONSTRUCTION.

KEYED NOTES

- SANITARY SEWER LATERAL: BUILD NEW 6" P.V.C. ASTM D-3034 SDR 35. JOINTS SHALL CONFORM TO ASTM D-3212. PROVIDE CLEANOUTS AS INDICATED BY "C.O." PER DETAIL ON SHEET C-4. MAINTAIN MINIMUM 18" CLEARANCE AT STORM SEWER CROSSING. MAINTAIN MINIMUM SLOPE OF 2.08%
- ELECTRIC SERVICE: CONTRACTOR SHALL COORDINATE WITH THE POWER COMPANY TO VERIFY THE LOCATION, ORIGIN OF SERVICE, AND SECONDARY WIRING DESIGN.
- PROPOSED 4" DOMESTIC WATER SERVICE.
- PROPOSED 6" FIRE SERVICE.
- PROPOSED RELOCATED 8" SANITARY SEWER

LEGEND

- | | |
|--|-----------------------------|
| | PROPERTY LINE |
| | LIMITED ACCESS RIGHT-OF-WAY |
| | EX. CURB |
| | PROP. CURB |
| | EX. FIRE HYDRANT |
| | EX. LIGHT POLE |
| | EX. CATCH BASIN |
| | PROP. CATCH BASIN |
| | EX. CURB INLET |
| | EX. STORM MANHOLE |
| | EX. SAN. MANHOLE |

- | | | | | | |
|--|---------------------------|--|----------------------------|--|--------------|
| | NEW UNDERGROUND STORM | | EXISTING UNDERGROUND STORM | | PATIO PAVERS |
| | REMOVED UNDERGROUND STORM | | PROPOSED CONCRETE SURFACE | | |

PRELIMINARY
NOT FOR CONSTRUCTION

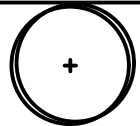
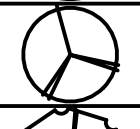
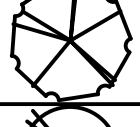
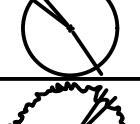
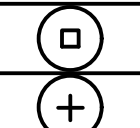
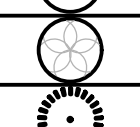
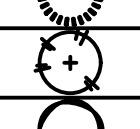
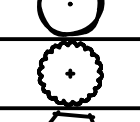
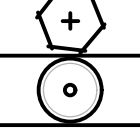
8415 PULSAR PLACE | SUITE 300
COLUMBUS, OH 43240
P 614-839-0250 | F 614 839 0251

REYNOLDSBURG, FRANKLIN COUNTY, OH
ENGINEERING PLANS
FOR
MARIOTT TOWNPLACE
TAYLOR SQUARE DRIVE
UTILITY PLAN

NO.	REVISIONS	DATE

DRAWN BY: JS	CHECKED BY: SF
SCALE: 1" = 30'	
DATE: 11/17/2024	
SHEET NO. C-2	

PLANT_SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SPACING	ORIGIN	REMARKS
TREES							
	ACE SUG	5	ACER SACCHARUM	SUGAR MAPLE	SEE PLAN	NATIVE	2" CAL.
	AME LAE	6	AMELANCHIER LAEVIS	ALLEGHENY SERVICEBERRY	SEE PLAN	NATIVE	2" CAL.
	CRA IN3	4	CRATAEGUS CRUS-GALLI INERMIS	THORNTLESS COCKSPUR HAWTHORN	SEE PLAN	NATIVE	2" CAL.
	MAL A16	8	MALUS X 'ADIRONDACK'	ADIRONDACK CRABAPPLE	SEE PLAN		2" CAL.
	PRU PHP	2	PRUNUS X 'FRANKTHREES'	MT. ST. HELENS® FLOWERING PLUM	SEE PLAN		2" CAL.
SHRUBS							
	BUX GMT	114	BUXUS X 'GREEN MOUNTAIN'	GREEN MOUNTAIN BOXWOOD	36" O.C.		36" MIN. HT.
	BUX LDV	2	BUXUS SEMPERVIRENS 'GREEN PILLAR'	GREEN PILLAR COMMON BOXWOOD	SEE PLAN		6' HT.
	HYP GEM	14	HYPERICUM KALMIANUM 'GEMO'	GEMO ST. JOHNSWORT	24" O.C.	NATIVE	24" MIN. HT.
	JUN WIC	2	JUNIPERUS SCOPULORUM 'WICHITA BLUE'	WICHITA BLUE JUNIPER	SEE PLAN		6' HT.
	PHY LA4	10	PHYSOCARPUS OPULIFOLIUS 'LADY IN RED'	LADY IN RED NINEBARK	36" O.C.	NATIVE	18" MIN. HT.
	POT FRU	18	POTENTILLA FRUTICOSA	BUSH CINQUEFOIL	36" O.C.	NATIVE	18" HT.
	RHU GRO	9	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	SEE PLAN	NATIVE	18" HT.
	SPO HET	110	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	24" O.C.	NATIVE	18" HT.
	THU WOO	30	THUJA OCCIDENTALIS 'WOODWARDII'	WOODWARD ARBORVITAE	42" O.C.	NATIVE	36" MIN. HT.

EXISTING TREES

TREES	# OF TREES	CALIPER SIZE	COMMON NAME	TOTAL INCHES
ACE SUG	5	2"	SUGAR MAPLE	10
EX.	3	14"	BLACK LOCUST	42
TOTAL TREES	8		TOTAL PLANTED TREE INCHES	52"

LANDSCAPE REQUIREMENTS

PER REYNOLDSBURG ZONING CODE 1105.07 (2024)

REQUIRED:	PROVIDED:
H. INTERIOR LOT LANDSCAPING OVER 50,000 SQUARE FEET: TOTAL TRUNK DIAMETER OF TWENTY INCHES, PLUS ONE INCH OF TRUNK DIAMETER FOR EVERY FOUR THOUSAND SQUARE FEET OVER 50,000 SQUARE FEET. 69,347 TOTAL S.F. (19347/4000) = 25' REQUIRED	> 25" PROVIDED. SEE EXISTING TREES TABLE
I. PROPERTY BUFFER REQUIREMENTS ANY ZONE ADJOINING A FREEWAY OR ARTERIAL STREET PROHIBITING DRIVEWAYS, REQUIRED BUFFER ZONE IS FIFTEEN FEET FOR ALL NON-RESIDENTIAL ZONES ADJACENT TO A FREEWAY AND SHALL REQUIRE ONE TREE PER EACH THIRTY FEET OF LINEAR BOUNDARY OR FRACTION THEREOF AND A CONTINUOUS SIX FOOT HIGH PLANTING, HEDGE, FENCE, WALL OR EARTH MOUND OR COMBINATION THEREOF. 224 L.F. OF FREEWAY BOUNDARY 8 TREES PLUS SIX FOOT PLANTING, FENCE OR WALL REQUIRED	8 TREES AND AN EXISTING CONTINUOUS SIX FOOT HIGH WOOD HORSE FENCE PROVIDED
J. PARKING AREA LANDSCAPING STANDARDS FOR EVERY TEN PARKING SPACES OR FRACTION THEREOF, NOT LESS THAN TWO HUNDRED SQUARE FEET OF INTERIOR LANDSCAPED PARKING LOT AREAS CONTAINING AT LEAST ONE TREE WITH A MINIMUM DIAMETER OF TWO INCHES AND FOUR SHRUBS. 101 PARKING SPACES = 11 ISLANDS, 11 TREES, 44 SHRUBS REQUIRED ALL PARKING LOTS SHALL PROVIDE PERIMETER LANDSCAPING CONSISTING OF EVERGREEN SHRUBS AND ONE TREE PER FIFTY LINEAR FEET OF PARKING PERIMETER.	8 ISLANDS, 8 TREES, 51 SHRUBS PROVIDED. VARIANCE REQUESTED DUE TO CONFLICTS WITH UNDERGROUND DETENTION. CONTINUOUS EVERGREEN SHRUBS AND DECIDUOUS TREES EXIST ALONG THE EASTERN PERIMETER.

TREE PERCENTAGE

TREES	# OF TREES	COMMON NAME	TREE %
ACE SUG	5	SUGAR MAPLE	20.0%
AME LAE	6	ALLEGHENY SERVICEBERRY	24.0%
CRA IN3	4	THORNLESS COCKSPUR HAWTHORN	16.0%
MAL A16	8	ADIRONDACK CRABAPPLE	32.0%
PRU PHP	2	MT. ST. HELEN'S PLUMB	8.0%
TOTAL TREES	25		100.0%

LANDSCAPE NOTES:

ALL PLANT MATERIALS TO COMPLY WITH THE LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK BY AMERICAN NURSERY AND LANDSCAPE ASSOCIATION, AND BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF JOB ACCEPTANCE.

CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES PRIOR TO INSTALLATION. NOTIFY ENGINEER IF FIELD CONDITIONS NECESSITATE ADJUSTMENT OF PLANT LOCATIONS.

CONSULT PLANT SCHEDULE FOR PLANT SIZES AND SPECIFICATIONS.

CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON PLANS. PLANT LIST QUANTITIES ARE FOR CONVENIENCE ONLY.

PARKING LOT AND STREET TREES SHALL HAVE A CLEAR CANOPY HEIGHT OF 6' MIN.

ALL SHRUB AND GROUND COVER BEDS TO BE MULCHED WITH A MINIMUM OF 2 INCHES OF SHREDDED HARDWOOD MULCH. MULCH PLANTING BEDS WITH SHREDDED HARDWOOD MULCH OF UNIFORM DARK BROWN COLOR. MULCH SHALL BE FREE OF TWIGS, LEAVES, DISEASE, PEST OR OTHER MATERIAL UNSIGHTLY OR INJURIOUS TO PLANTS. PULL MULCH AWAY FROM SHRUB STEMS.

CONTRACTOR SHALL PROVIDE A ONE YEAR GUARANTEE ON ALL PLANTS INSTALLED AND PROVIDE COMPLETE MAINTENANCE ON ALL WORK FROM THE DAY OF APPROVAL OF THE OWNER'S REPRESENTATIVE CONTINUING FOR A THREE MONTH DURATION AT WHICH TIME THE OWNER WILL DECLARE JOB ACCEPTANCE.

EACH PLANTING TO BE FREE FROM DISEASE, INSECT INFESTATION AND DAMAGE AND IN ALL RESPECTS BE READY FOR FIELD PLANTING.

PLANTING HOLES TO BE DUG A MINIMUM OF TWICE THE WIDTH AND EQUAL IN DEPTH TO THE SIZE OF THE ROOT BALL AND TO BE AMENDED WITH ORGANIC SOIL CONDITIONER.

BED EDGES SHALL BE SMOOTH, CONSISTENT, HAND TRENCHED 6" DEEP AND 'V' SHAPED UNLESS OTHERWISE NOTED. ALL EXCAVATED MATERIAL SHALL BE REMOVED FROM THE BED EDGE AND THE PLANTING BED.

IN AREAS WHERE BEDROCK OR HEAVILY COMPACTED ROCK FILL IS ENCOUNTERED, THE PLANTING HOLES ARE TO BE DUG TO A MINIMUM OF THREE TIMES THE WIDTH AND ONE FOOT DEEPER THAN THE SIZE OF THE ROOT BALL. NOTIFY ENGINEER IF FIELD CONDITIONS WARRANT ADJUSTMENT OF PLANT LOCATIONS.

EXISTING GRASS TO BE REMOVED, IF PRESENT, AND TOPSOIL TO BE SPREAD SMOOTH AND HAND RAKED TO REMOVE ALL ROCKS AND DEBRIS LARGER THAN 1 INCH IN DIAMETER PRIOR TO LAYING SOD OR SEEDING.

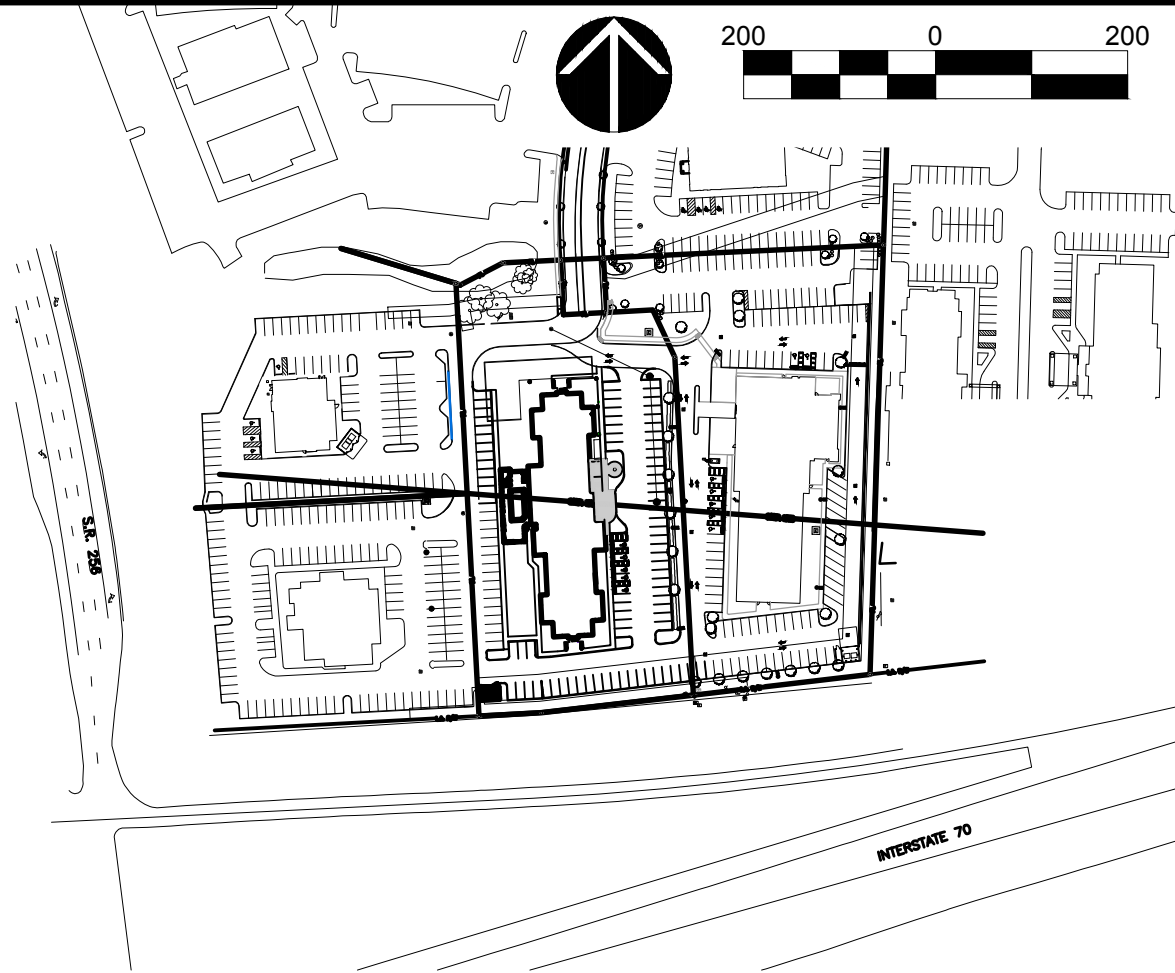
ALL CHANGES TO DESIGN OR PLANT SUBSTITUTIONS ARE TO BE AUTHORIZED BY THE LANDSCAPE ARCHITECT.

TOPSOIL MIX IN PLANTING BEDS TO BE 3 PARTS SCREENED TOPSOIL AND 1 PART ORGANIC MATERIAL TO A DEPTH OF 8".

ALL SODDING INSTALLATION SHALL CONFORM TO ODOT SPECIFICATIONS (ITEM 660).

ALL TREES, SHRUBS, GROUND COVER AND LAWNS TO BE FERTILIZED WITH A COMMERCIAL GRADE FERTILIZER CONSISTING OF FAST AND SLOW RELEASE NITROGEN. SEED AREAS TO BE COVERED WITH CLEAN OAT OR WHEAT STRAW WELL SEASONED BEFORE BAILING, FREE FROM MATURE SEED-BEARING STALKS OR ROOTS OF PROHIBITED NOXIOUS WEEDS.

CONTRACTOR SHALL THOROUGHLY WATER ALL PLANTS AT TIME OF INSTALLATION AND AS NEEDED UNTIL PROJECT ACCEPTANCE BY OWNER.



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REYNOLDSBURG, FRANKLIN COUNTY, OH

ENGINEERING PLANS

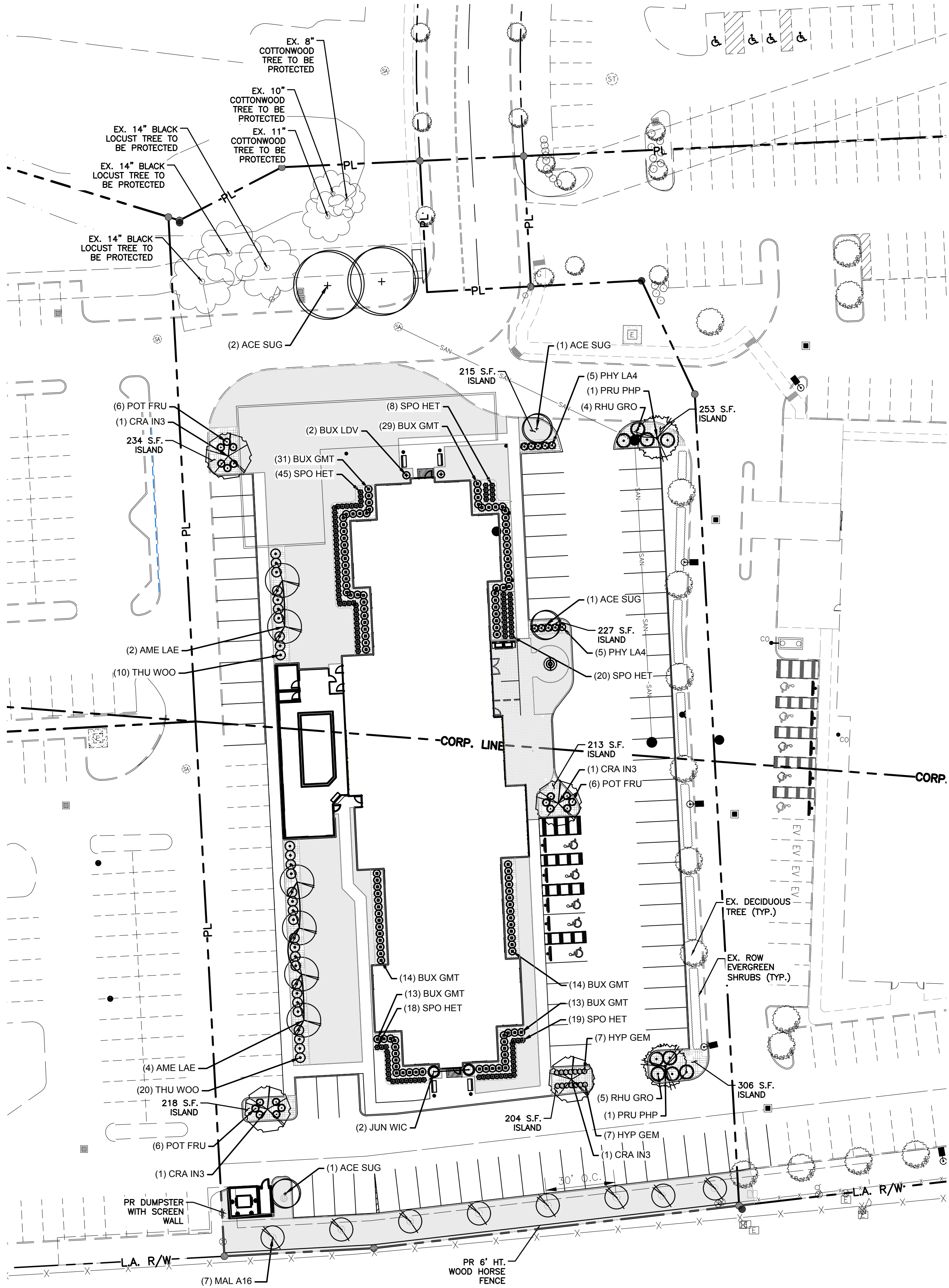
MARRIOTT TOWNPLACE

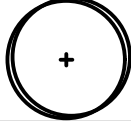
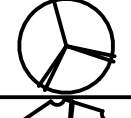
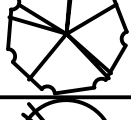
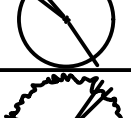
TAYLOR SQUARE DRIVE

LANDSCAPE NOTES, SCHEDULE
& CALCULATIONS

DATE										
REVISIONS										
										
NO.										
DRAWN BY:					CHECKED BY:					
JS					SF					
SCALE: 1" = 200'										
DATE: 09/24/2024										
SHEET NO.										

L-1



PLANT SCHEDULE		
SYMBOL	CODE	COMMON NAME
TREES		
	ACE SUG	SUGAR MAPLE
	AME LAE	ALLEGHENY SERVICEBERRY
	CRA IN3	THORNLESS COCKSPUR HAWTHORN
	MAL A16	ADIRONDACK CRABAPPLE
	PRU PHP	MT. ST. HELENS® FLOWERING PLUM
SHRUBS		
	BUX GMT	GREEN MOUNTAIN BOXWOOD
	BUX LDV	GREEN PILLAR COMMON BOXWOOD
	HYP GEM	GEMO ST. JOHNSWORT
	JUN WIC	WICHITA BLUE JUNIPER
	PHY LA4	LADY IN RED NINEBARK
	POT FRU	BUSH CINQUEFOIL
	RHU GRO	GRO-LOW FRAGRANT SUMAC
	SPO HET	PRAIRIE DROPSEED
	THU WOO	WOODWARD ARBORVITAE

NOTE:
VARIANCE REQUEST FOR LANDSCAPE PROPERTY BUFFER
REQUIREMENTS AND NUMBER OF LANDSCAPE ISLANDS REQUIRED
(11 REQUIRED, 8 PROVIDED)

PRELIMINARY
NOT FOR CONSTRUCTION



PRIME
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REYNOLDSBURG, FRANKLIN COUNTY, OH
ENGINEERING PLANS
FOR
MARRIOTT TOWNPLACE
TAYLOR SQUARE DRIVE
LANDSCAPE PLAN

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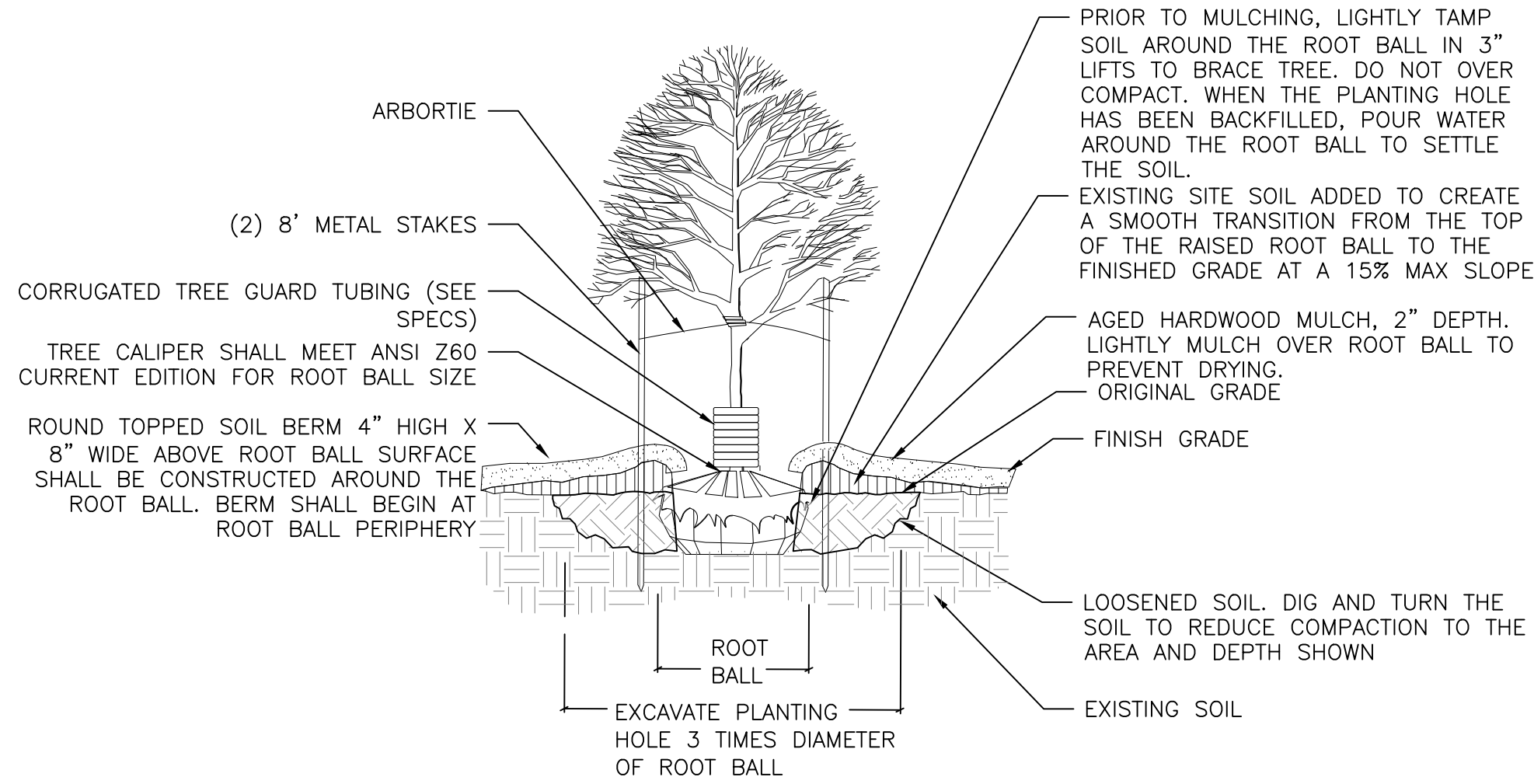
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JS	SF

SCALE:
 $1'' = 30'$

DATE: 09/24/2024

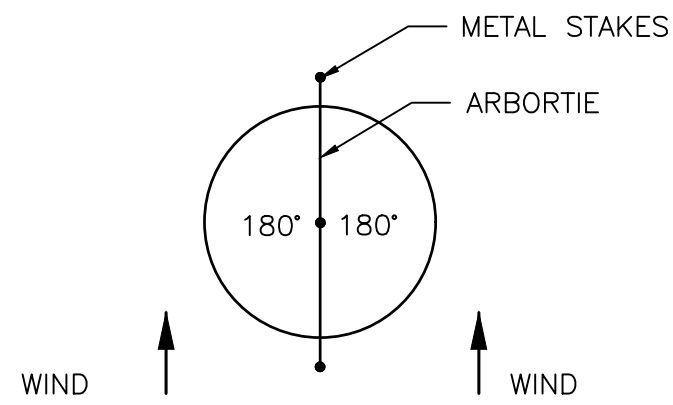
SHEET NO.

L-2



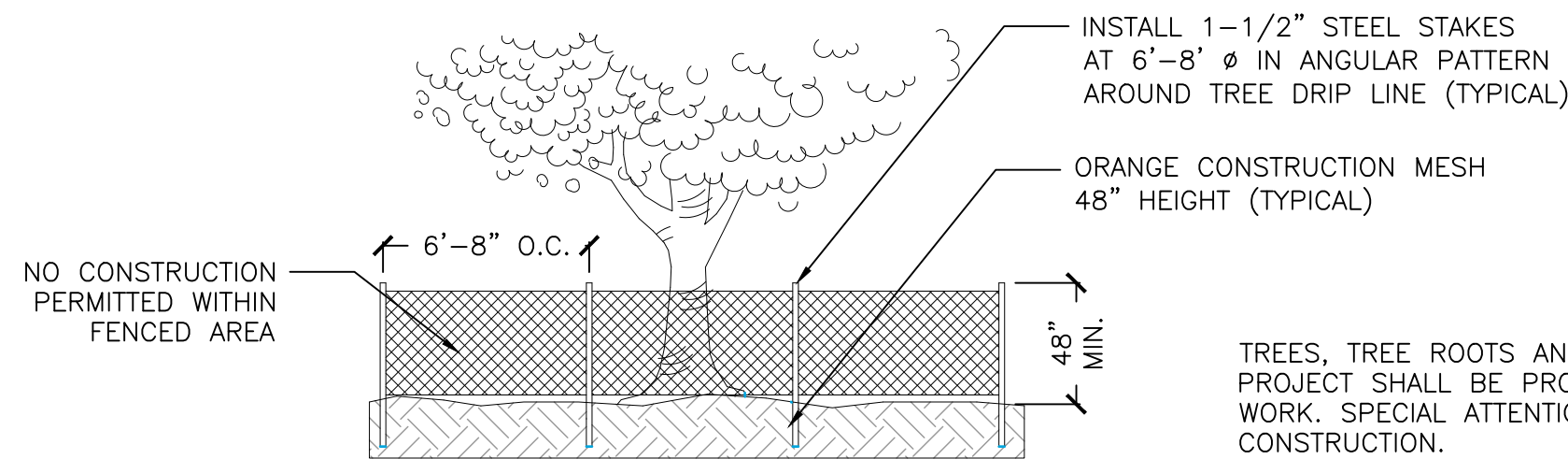
DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE



GUYING PATTERN FOR DECIDUOUS TREE PLANTING

NOT TO SCALE



TREE PROTECTION DETAIL

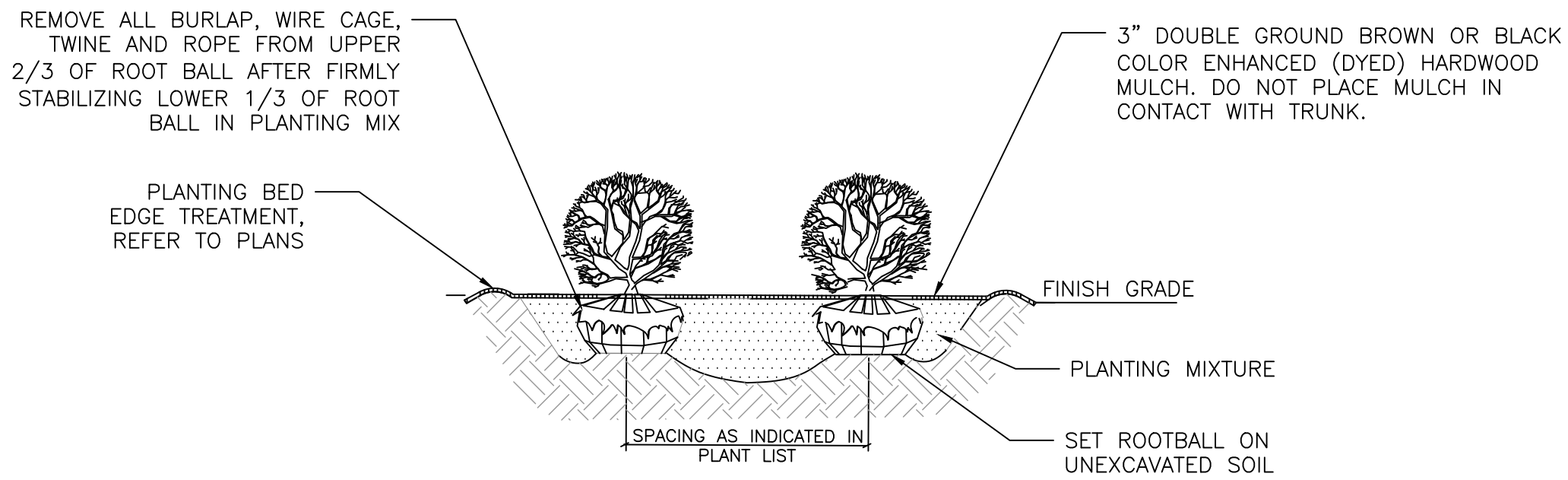
TO BE USED ON ALL EXISTING TREES
NO SCALE

NO CONSTRUCTION
PERMITTED WITHIN
FENCED AREA

TREES, TREE ROOTS AND LIMBS INCLUDED WITHIN THE CONSTRUCTION LIMITS OF THE PROJECT SHALL BE PROTECTED AGAINST INJURY OR DAMAGE DURING THE COURSE OF WORK. SPECIAL ATTENTION SHALL BE PAID TO BRANCHES, TRUNKS AND ROOTS DURING CONSTRUCTION.

THE CONTRACTOR SHALL FOLLOW THE MOST RECENT EDITION OF THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A300 STANDARDS IN EFFECT AT THE TIME THE CONTRACT IS EXECUTED, WHICH ARE THE GENERALLY ACCEPTED INDUSTRY STANDARDS FOR TREE CARE PRACTICES. ANY WORK INVOLVING TREE CARE SHALL BE SUPERVISED BY AN ISA CERTIFIED ARBORIST.

ANY TREES DAMAGED OR DESTROYED DUE TO CONTRACTOR NEGLIGENCE SHALL BE TREATED OR REMOVED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL, AT THE CONTRACTOR'S EXPENSE, REPLACE THE DESTROYED TREES PER THE CITY'S TREE PROTECTION AND MITIGATION POLICY AS PART OF THE WORK.



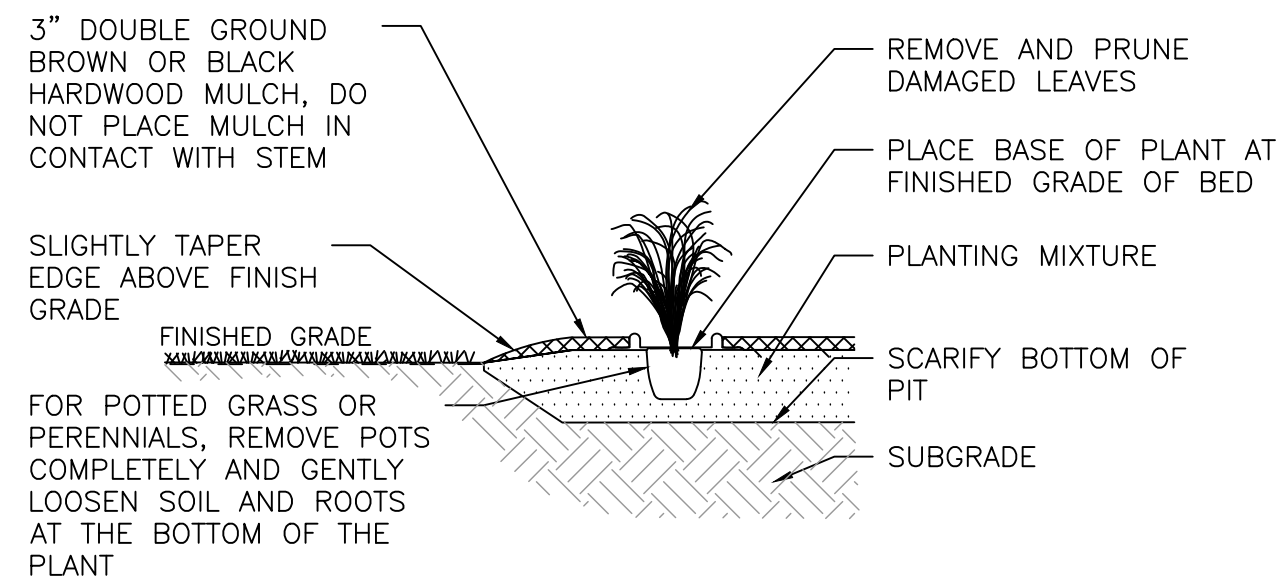
NOTES:

ALL SHRUBS PLANTED IN ROWS OR MASSES SHALL BE MATCHED IN SIZE AND FORM

SHRUBS SHALL BEAR SAME RELATION TO FINISH GRADE AS THEY BORE TO EXISTING GRADE IN THE PREVIOUSLY PLANTED CONDITION.

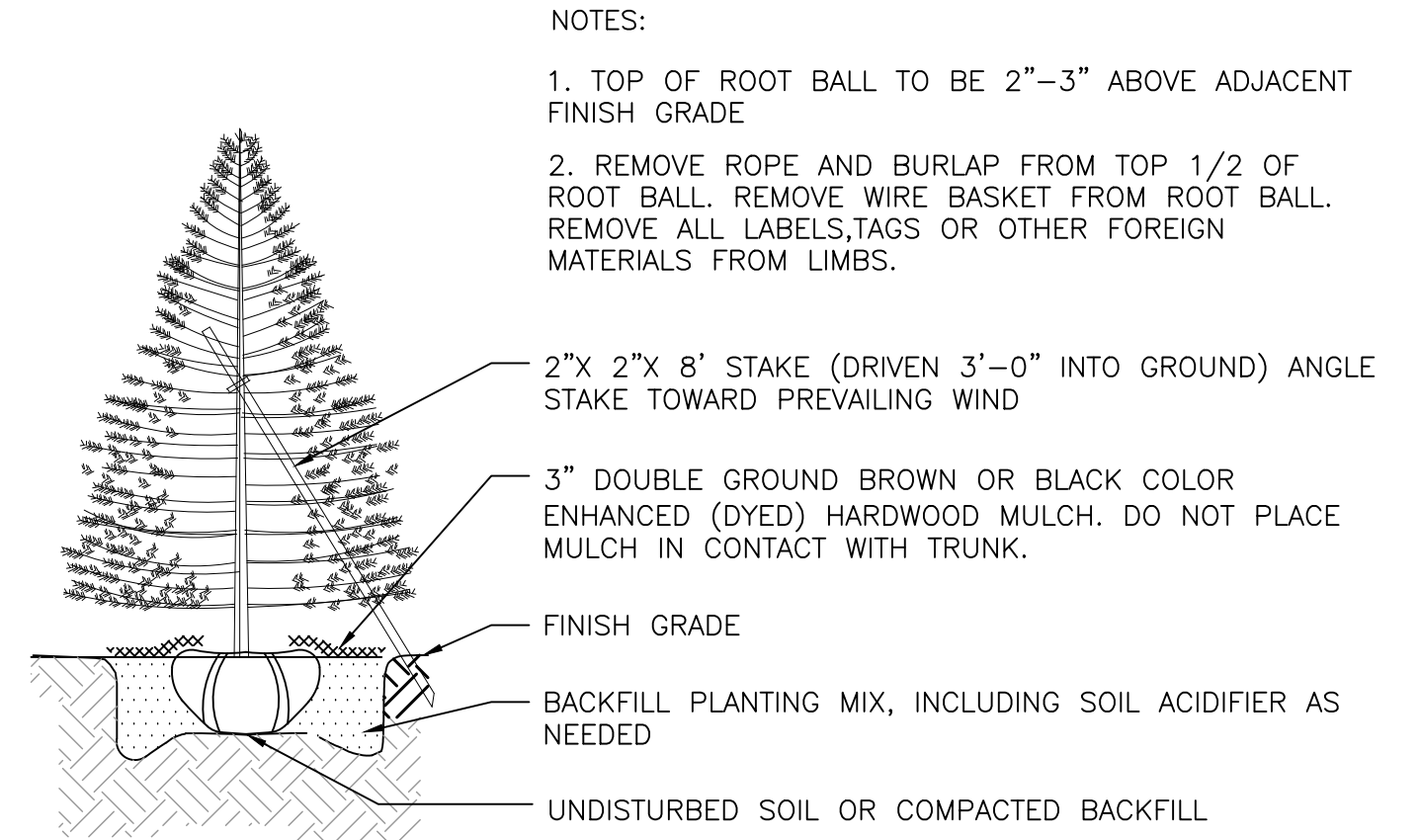
MASS SHRUB PLANTING DETAIL
(B&B OR CONTAINER)

NOT TO SCALE



GRASS AND PERENNIAL PLANTING DETAIL

NOT TO SCALE



NOTES:

1. TOP OF ROOT BALL TO BE 2"-3" ABOVE ADJACENT FINISH GRADE
2. REMOVE ROPE AND BURLAP FROM TOP 1/2 OF ROOT BALL. REMOVE WIRE BASKET FROM ROOT BALL. REMOVE ALL LABELS,TAGS OR OTHER FOREIGN MATERIALS FROM LIMBS.

- 2"X 2"X 8' STAKE (DRIVEN 3'-0" INTO GROUND) ANGLE
STAKE TOWARD PREVAILING WIND

- 3" DOUBLE GROUND BROWN OR BLACK COLOR
ENHANCED (DYED) HARDWOOD MULCH. DO NOT PLACE
MULCH IN CONTACT WITH TRUNK.

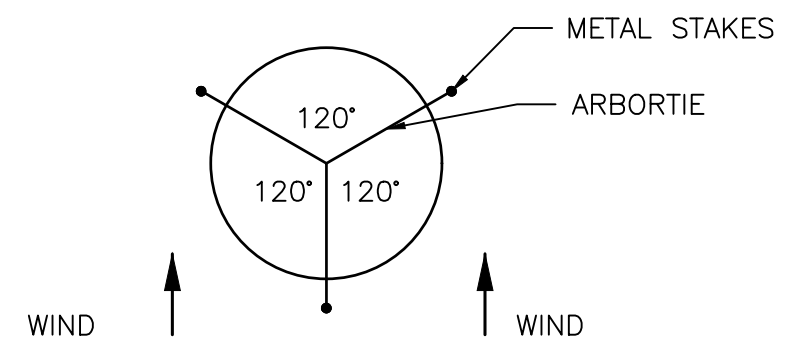
- FINISH GRADE

- NEEDED

- UNDISTURBED SOIL OR COMPACTED BACKFILL

EVERGREEN TREE PLANTING DETAIL

NOT TO SCALE



FOR TREES ON 4:1 OR STEEPER
SLOPES, PLACE 2 GUYS UPSLOPE,
ONE DOWNSLOPE; OTHERWISE
PLACE FOR PREVAILING WIND.

GUYING PATTERN FOR EVERGREEN TREE PLANTING

[illegible]

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JS

CHECKED BY:
SF

SCALE:

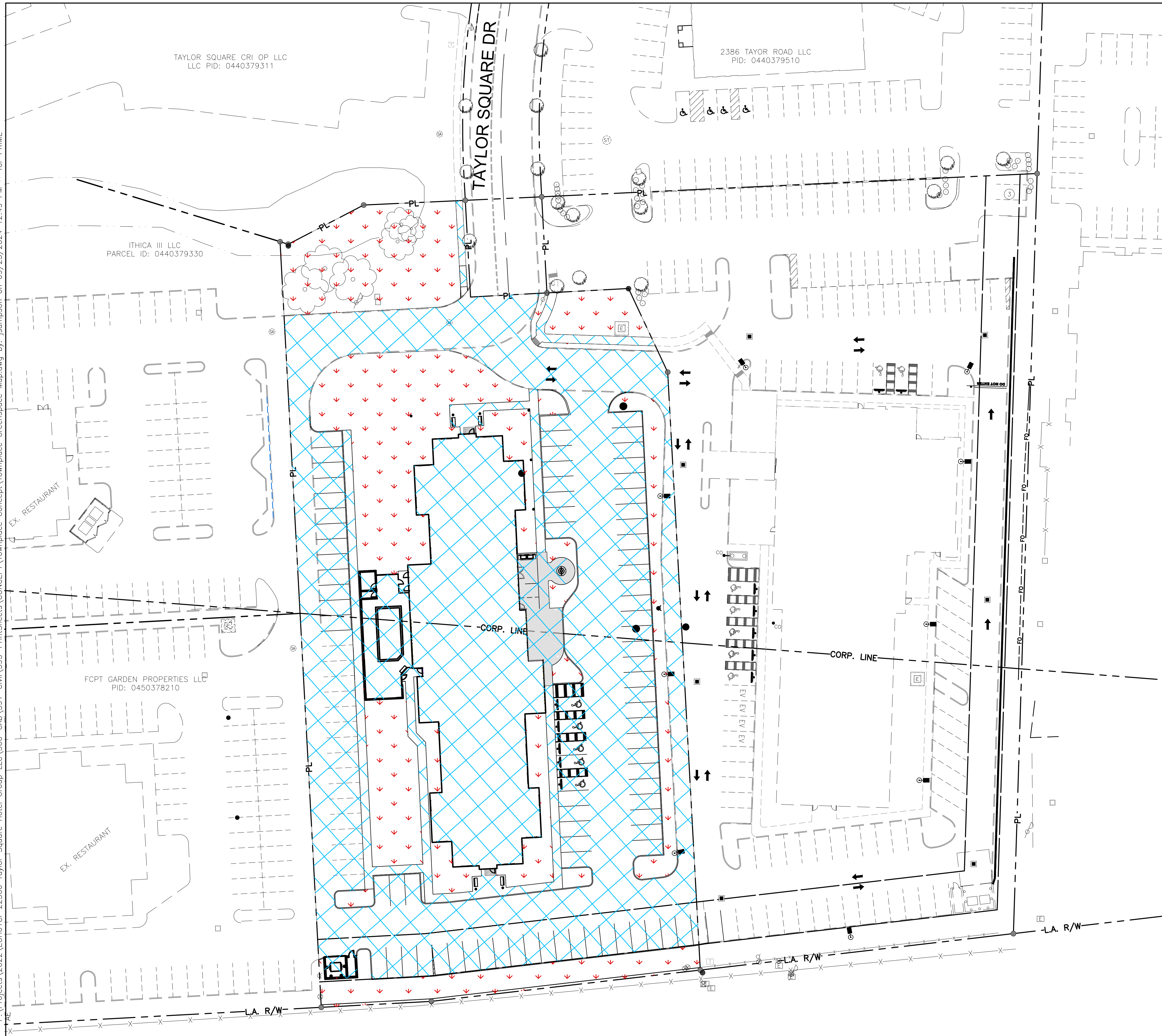
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DATE:

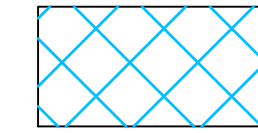
09/24/2024

SHEET NO.

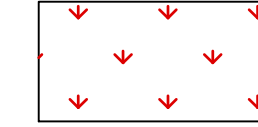
L-3



LEGEND



IMPERVIOUS AREA



PERVIOUS AREA

SITE AREA

ON-SITE

IMPERVIOUS AREA

PERVIOUS AREA

TOTAL SITE AREA

1.53 AC.

0.69 AC. 31%

2.22 AC. 100%

REYNOLDSBURG, FRANKLIN COUNTY, OH
ENGINEERING PLANS
FOR
MARRIOTT TOWNPLACE
TAYLOR SQUARE DRIVE



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[illegible]

DRAWN BY: JS	CHECKED BY: SF
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SCALE:
 $1" = 30'$

DATE: 09/24/2024

SHEET NO.

1 OF 1

ALTA/NSPS LAND TITLE SURVEY

SECTION 20, TOWNSHIP 16, RANGE 20

REFUGEE LANDS

CITY OF REYNOLDSBURG, COUNTY OF FAIRFIELD, STATE OF OHIO

DESCRIPTION FROM TITLE COMMITMENT NO. 1549101:

TRACT I: (044-03794.10, 044-73794.10, 045-03782.20)

Situated in the State of Ohio, County of Fairfield, City of Reynoldsburg, being located in Section 20, Township 16, Range 20, Refugee Lands, and being 2.221 acres out of a 5.284 acre tract conveyed to Drury Inns by record in Official Record 1335, Page 1129, all references being to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2219, found at the intersection of the Franklin, Fairfield, and Licking County lines, said monument also being the northeast corner of the Norwest quarter of said Section 20;

Thence along the common line between Franklin and Fairfield Counties, said line being the north line of said Section 20, North 88° 10' 58" West a distance of 1055.39 feet;

Thence South 1° 49' 02" West a distance of 1215.98 feet to an iron pipe found in the southerly right of way line of the Taylor Road Extension, as recorded in Deed Book 684, Page 944, said pin being the northwesterly corner of a 1.933 acre tract conveyed to First Hospitality Company, LLC, as recorded in Deed Book 691, Page 331;

Thence along the westerly line of said 1.933 acre tract South 0° 09' 37" East a distance of 597.33 feet to an iron pipe found (1-1/4" iron pipe - capped with no marking) in the northerly limited access right of way line of Interstate 70, said pin also being the southwesterly corner of said 1.933 acre tract, said pin also being the southeasterly corner of said 5.284 acre tract;

Thence along said northerly line, also being the southerly line of said 5.284 acre tract, South 81° 24' 43" West a distance of 185.50 feet to an iron pin set, said pin also being the TRUE POINT OF BEGINNING for the parcel herein described;

Thence continuing along said line South 81° 24' 43" West a distance of 159.29 feet to an iron pin found at an angle point in said line;

Thence continuing along said line South 84° 57' 13" West a distance of 64.90 feet to an iron pin set;

Thence leaving said line across said 5.284 acre tract along the following new course, North 05° 01' 42" West a distance of 451.07 feet (passing an iron pin set at 232.05 feet) to an iron pin set on the southerly line of a 1.687 acre tract conveyed to Ohio Retail II LL, LLC as recorded in Official Record 1417, Page 3221;

Thence along said southerly line, also being the northerly line of said 5.284 acre tract, South 74° 57' 20" East a distance of 5.04 feet to an iron pin set;

Thence continuing along said line North 60° 35' 24" East a distance of 50.00 feet to a 2" magnetic nail set in a boulder;

Thence continuing along said line North 85° 24' 16" East a distance of 59.87 feet to an iron pin set at the northwesterly corner of a 0.058 acre tract conveyed to the City of Reynoldsburg in Deed Book 684, Page 941;

Thence along the westerly line of said 0.058 acre tract, also being one of the easterly lines of said 5.284 acre tract, South 05° 04' 29" East a distance of 56.98 feet to an iron pin set;

Thence along the southerly line of said 0.058 acre tract, also being one of the northerly lines of said 5.284 acre tract, North 84° 55' 31" East a distance of 45.00 feet to an iron pin set;

Thence leaving said line across said 5.284 acre tract the following three new courses:

- 1) North 84° 58' 39" East a distance of 48.08 feet to an iron pin set;
- 2) South 27° 01' 23" East a distance of 54.36 feet to an iron pin set;
- 3) South 05° 04' 11" East a distance of 352.27 feet to the TRUE POINT OF BEGINNING, containing 2.221 acres;

The tract described above is contained within Fairfield County Auditor's Parcel Numbers 045-03782-00 and 044-03794-00. Of this tract, 1.095 acres is located in Auditor's Parcel Number 045-03782-00, and 1.126 acres is located in Auditor's Parcel Number 044-03794-00.

Subject to all legal easements, right of ways, and use restrictions of record.

Monuments referred to as iron pins set are 5/8" inch diameter x 30-inch long iron bars with yellow caps stamped WD PARTNERS, P.S. #8124.

Monuments referred to as iron pipes found are 13/16" pipes marked "EMH&T Inc." unless otherwise noted.

This description was prepared and reviewed on August 8, 2007 by Kevin P. Carpenter, Registered Surveyor Number 8124. This description is based on a survey made in July 2007 under the direct supervision of Kevin P. Carpenter Registered Surveyor Number 8124.

The bearings used in this description are based on the centerline of Interstate Route 70 (North 72° 28' 35" East), as shown in plans FAI-70-0.00/LIC-70-0.00 as found at the Ohio Department of Transportation. All bearings shown herein are for project use only.

TRACT II: (044-03794.20, 044-73794.20, 045-03782.00)

Situated in the State of Ohio, County of Fairfield, City of Reynoldsburg, being located in Section 20, Township 16, Range 20, Refugee Lands, and being 0.021 acre out of a 1.277 acre tract conveyed to Drury Inns by record in Official Record 1297, Page 2033, and being 2.198 acre out of a 5.284 acre tract conveyed to Drury Inns by record in Official Record 1335, Page 1129, all references being to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly escribed as follows:

Beginning for reference at Franklin County Geodetic Survey Monument Number 2219, found at the intersection of the Franklin, Fairfield, and Licking County lines, said monument also being the northeast corner of the northwest quarter of said Section 20;

Thence along the common line between Franklin and Fairfield Counties, said line being the north line of said Section 20, North 88° 10' 58" West a distance of 1055.39 feet;

Thence South 1° 49' 02" West a distance of 1215.98 feet to an iron pipe found in the southerly right of way line of the Taylor Road Extension, as recorded in Deed Book 684, Page 944, said pin being the northwesterly corner of a 1.933 acre tract conveyed to First Hospitality Company, LLC, as recorded in Deed Book 691, Page 331;

Thence along the westerly line of said 1.933 acre tract South 0° 09' 37" East a distance of 149.92 feet (passing the southeasterly corner of said 1.277 acre tract, also being the northeasterly corner of said 5.284 acre tract, at a distance of 100.87 feet) to an iron pin set, said pin also being the TRUE POINT OF BEGINNING for the parcel herein described;

Thence continuing along said line, also being the easterly line of said 5.284 acre tract, South 0° 09' 37" East a distance of 447.41 feet to an iron pipe found (1-1/4" iron pipe - capped with no marking) in the northerly limited access right of way line of Interstate 70, said pin also being the southwesterly corner of said 1.933 acre tract, said pin also being the southeasterly corner of said 5.284 acre tract;

Thence along said northerly line, also being the southerly line of said 5.284 acre tract, South 81° 24' 43" West a distance of 185.50 feet to an iron pin set;

Thence leaving said line, across said 5.284 acre tract the following three new courses:

- 1) North 05° 04' 11" West a distance of 352.27 feet to an iron pin set;
- 2) North 27° 01' 23" West a distance of 54.36 feet to an iron pin set;
- 3) South 84° 58' 39" West a distance of 48.08 feet to an iron pin set at the southeasterly corner of a 0.058 acre tract conveyed to City of Reynoldsburg, as recorded in Deed Book 684, Page 941, said pin also being one of the northwesterly corners of said 5.284 acre tract;

Thence along the easterly line of said tract, also being the easterly right of way line of Taylor Square Drive (a public road being 45.00 feet wide), and also being the westerly line of said 5.284 acre tract, North 05° 04' 29" West a distance of 56.60 feet to an iron pipe found at the northeasterly corner of said 0.058 acre tract, said pin also being one of the northwesterly corners of said 5.284 acre tract, said pin also being the southwesterly corner of said 1.277 acre tract;

Thence leaving said line, across said 5.284 acre and 1.277 acre tracts, North 85° 21' 28" East a distance of 291.85 feet (passing a corner of said 5.284 acre and 1.277 acre tracts at a distance of 30.51 feet, and crossing the northerly line of said 5.284 acre tract, also being the southerly line of said 1.277 acre tract, at a distance of 117.27 feet) to the TRUE POINT OF BEGINNING, containing 2.219 acres.

The tract described above is contained within Fairfield County Auditor's Parcel Numbers 004-03795-10, 044-03794-00 and 045-03782-00. Of this tract, 0.021 acres is located in Auditor's Parcel Number 044-03795-10, 1.427 acres is located in Auditor's Parcel Number 044-03794-00 and 0.771 acres is located in Auditor's Parcel Number 045-03782-00.

Subject to all legal easements, right of ways, and use restrictions of record.

Monuments referred to as iron pins set are 5/8" inch diameter x 30-inch long iron bars with yellow caps stamped WD PARTNERS, P.S. #8124.

Monuments referred to as iron pipes found are 13/16" pipes marked "EMH&T Inc." unless otherwise noted.

This description was prepared and reviewed on August 8, 2007 by Kevin P. Carpenter, Registered Surveyor Number 8124. This description is based on a survey made in July of 2007 under the direction and supervision of Kevin P. Carpenter Registered Surveyor Number 8124.

The bearings used in this description are based on the centerline of Interstate Route 70 (North 72° 28' 35" East), as shown in plans FAI-70-0.00/LIC-70-0.00 as found at the Ohio Department of Transportation. All bearings shown herein are for project use only.

TRACT III:

Together with the rights of ingress, egress and access as described within the Reciprocal Easements, Release of Easements and Restrictive Covenants Agreement of record in Deed Book 663 page 446, as re-recorded in Deed Book 666 page 456.

TRACT IV:

Together with a signage easement as described within the Easement of record in Official Record 1117

TRACT V:

Together with the rights of ingress, egress and utilities as described within the Declaration of Ingress, Egress and Utility Easement of record in Official Record 1253 page 3274.

TRACT VI:

Together with a signage easement as described within the Easement of record in Official Record 1253

TRACT VII:

Together with the rights of vehicular ingress and egress as described within the Declaration of Easements and Restrictions of record in Official Record 1478 page 3772. As supplemented in the Supplemental Declaration of Easements and Restrictions of record in Official Record 1542 page 1510. As supplemented in the Supplemental Declaration of Easements and Restrictions of record in Official Record 1572 page 700. As amended by the First Amendment to Supplemental Declaration of Easements and Restrictions of record in Official Record 1574 page 652.

Schedule B Items from Title Commitment No. 1549101 issued by Stewart Title Guaranty Company with an effective date of January 20, 2022 at 10:23 A.M.

Items 1-13 NOT SURVEY RELATED ITEMS.

Item 14 Right of Entry granted to the State of Ohio, as more fully set forth in the document recorded as Deed Book 344 page 415. THE CHANNEL EASEMENTS ARE NOT LOCATED ON THE SUBJECT TRACT.

Item 15 Right of Entry granted to the State of Ohio, as more fully set forth in the document recorded as Deed Book 344 page 420. THE AREA DESCRIBED IS NOT LOCATED ON THE SUBJECT TRACT.

Item 16 Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as Deed Book 364 page 211. THE 10' STUB POLE AND ANCHOR EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) AS APPROXIMATELY SHOWN HEREON.

Item 17 Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as Deed Book 372 page 461. THE 5' ELECTRIC EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 18 Easement as more fully set forth in the document recorded as Deed Book 355 page 444. THE 20' INGRESS AND EGRESS EASEMENT IS LOCATED ON THE SUBJECT TRACT AS SHOWN HEREON (TRACTS I, II, V AND VII).

Item 19 Easement as more fully set forth in the document recorded as Deed Book 355 page 448. THE 20' INGRESS AND EGRESS EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) AS SHOWN HEREON.

Item 20 Grant of Right of Way granted to South Central Rural Electric Cooperative, Inc., as more fully set forth in the document recorded as RE 1 page 121. THE 1' ELECTRIC EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 21 Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as Deed Book 367 page 64. THE 5' ELECTRIC OVERHANG EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) AS APPROXIMATELY SHOWN HEREON.

Item 22 Terms, provisions and conditions contained in the Memorandum of Lease by and between Service Station Holdings Inc., lessor, and BP Oil Company, an Ohio corporation, lessee, recorded November 28, 1989 as Lease Volume 78 page 636 and all rights thereunder of and all acts done or suffered thereunder of said lessee or any parties claiming by, through or under said lessee. THE SUBJECT TRACT (TRACTS I, II, V AND VII) IS LOCATED IN THE AREA DESCRIBED, NO EASEMENTS GRANTED THEREIN.

Item 23 Easement as more fully set forth in the document recorded as Deed Book 349 page 347. THE 10' SEWER EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS I AND V) AS SHOWN HEREON.

Item 24 Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as Deed Book 366 page 98. THE 10' STUB POLE AND ANCHOR EASEMENT IS LOCATED ON THE SUBJECT (TRACTS I, V AND VII) TRACT AS APPROXIMATELY SHOWN HEREON.

Item 25 Easement Agreement by and between Gulf Oil Corporation, a Pennsylvania corporation and Thomas R. Lloyd, James A. Salmans and Fred H. Johnson, as more fully set forth in the document recorded as Deed Book 386 page 65. THE 20' ACCESS AND PARKING EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) AS SHOWN HEREON.

Item 26 Easement granted to the State of Ohio, as more fully set forth in the document recorded as Deed Book 191 page 156. THE CREEK MAINTENANCE EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACT III ONLY).

Item 27 Terms, provisions and conditions contained in the Game Refuge Lease by and between W. Vernon Ashton, lessor, and Commission of Conservation of Natural Resources of the State of Ohio, lessee, recorded January 20, 1949 as Lease Volume 43 page 339 and all rights thereunder of and all acts done or suffered thereunder of said lessee or any parties claiming by, through or under said lessee. THE SUBJECT TRACT IS NOT LOCATED IN THE AREA DESCRIBED.

Item 28 Easement granted to Columbus and Southern Ohio Electric Company, as more fully set forth in the document recorded as Deed Book 400 page 337. THE 5' AND 10' ELECTRIC EASEMENTS ARE LOCATED ON THE SUBJECT TRACT (TRACT II AND V) AS APPROXIMATELY SHOWN HEREON.

Item 29 Deed of Easement granted to the City of Reynoldsburg, Ohio, as more fully set forth in the document recorded as Deed Book 460 page 364. THE WATERLINE EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 30 Deed of Easement granted to the City of Reynoldsburg, Ohio, as more fully set forth in the document recorded as Deed Book 476 page 775. THE 20' WATERLINE EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 31 Easement granted to Noble Inns Corporation, a Georgia corporation, as more fully set forth in the document recorded as Deed Book 519 page 45. THE 20' ACCESS AND PARKING EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) AS SHOWN HEREON.

Item 32 Easement as more fully set forth in the document recorded as Deed Book 347 page 196. THE EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 33 Easement as more fully set forth in the document recorded as Deed Book 347 page 199. THE EASEMENT IS NOT LOCATED ON THE SUBJECT TRACT.

Item 34 Easement as more fully set forth in the document recorded as Deed Book 569 page 169. THE SUBJECT TRACT (TRACTS II, V AND VII) IS LOCATED IN THE AREA DESCRIBED, NO PLOTTABLE EASEMENTS GRANTED THEREIN.

Item 35 Temporary Easement Agreement granted to Ardmore of Ohio Ltd., an Ohio limited liability company, as more fully set forth in the document recorded as Deed Book 663 page 433. THE TEMPORARY EASEMENT LOCATED ON THE SUBJECT TRACT (TRACT III ONLY).

Item 36 Subject to the terms and conditions of the easements contained within the Reciprocal Easements, Release of Easements and Restrictive Covenant Agreement of record in Deed Book 663 page 446, as re-recorded in Deed Book 666 page 456. THE SUBJECT TRACT (TRACT III ONLY) IS LOCATED IN THE AREA DESCRIBED.

Item 37 Easement & Right of Way granted to Columbus Southern Power Company, as more fully set forth in the document recorded as Deed Book 688 page 360. THE 5' AND 10' ELECTRIC EASEMENTS ARE LOCATED ON THE SUBJECT TRACT (TRACTS I, II AND V) AS SHOWN HEREON.

Item 38 Declaration of Covenants of record in Deed Book 690 page 282, as re-recorded in Deed Book 690 page 881. THE SUBJECT TRACT (TRACTS I, II, III, V AND VII) IS LOCATED IN THE AREA DESCRIBED, NO EASEMENTS GRANTED THEREIN.

Item 39 Subject to the terms and conditions of the Easement granted to Ardmore of Ohio, Ltd., an Ohio limited liability company, of record in Official Record 1117 page 2178. THE SIGN EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACT IV, VI AND VII) AS SHOWN HEREON.

Item 40 Subject to the terms and conditions of the easements as contained within the Declaration of Ingress, Egress and Utility Easement of record in Official Record 1253 page 3274. THE SUBJECT TRACT (TRACTS I, V AND VII) IS LOCATED IN THE AREA DESCRIBED, NO PLOTTABLE EASEMENTS GRANTED THEREIN.

Item 41 Subject to the terms and conditions of the Easement granted to Ardmore of Ohio, Ltd., an Ohio limited liability company of record in Official Record 1253 page 3282. THE SIGN EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS IV, VI AND VII) AS SHOWN HEREON.

Item 42 Declaration of Covenants of record in Deed Book 682 page 824. THE SUBJECT TRACT (TRACT IV, VI AND VII) IS LOCATED IN THE AREA DESCRIBED, NO EASEMENTS GRANTED THEREIN.

Item 43 Signage Easement granted to Van Hoose, Inc., an Ohio corporation, as more fully set forth in the document recorded as Deed Book 683 page 56. THE SIGN EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) AS SHOWN HEREON.

Item 44 Easement & Right of Way granted to Columbus Southern Power Company, as more fully set forth in the document recorded as Deed Book 688 page 350. THE 10' ELECTRIC EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS IV, VI AND VII) AS SHOWN HEREON.

Item 45 Reservations, restrictions, covenants, limitations, easements, assessments, and/or other conditions of record in Official Record 1253 page 3314. THE SUBJECT TRACT (TRACTS I, II, V AND VII) IS LOCATED IN THE AREA DESCRIBED, NO EASEMENTS GRANTED THEREIN.

Item 46 No-Hotel Agreement by and between Ardmore of Ohio, Ltd., an Ohio limited liability company and Drury Inns, Inc., a Missouri corporation of record in Official Record 1253 page 3333. THE SUBJECT TRACT (TRACTS I, II, V AND VII) IS LOCATED IN THE AREA DESCRIBED, NO EASEMENTS GRANTED THEREIN.

Item 47 Reservations, restrictions, covenants, limitations, easements, assessments, and/or other conditions of record in Official Record 1297 page 2033. THE SUBJECT TRACT (TRACTS II, IV, V, VI AND VII) IS LOCATED IN THE AREA DESCRIBED, NO EASEMENT GRANTED THEREIN.

Item 48 Reservations, restrictions, covenants, limitations, easements, assessments, and/or other conditions of record in Official Record 1335 page 1129. THE SUBJECT TRACT (TRACTS I, II, V AND VII) IS LOCATED IN THE AREA DESCRIBED, NO EASEMENTS GRANTED THEREIN.

Item 49 Storm Sewer Utility Deed of Easement granted to the City of Reynoldsburg, Ohio, as more fully set forth in the document recorded as Official Record 1413 page 133. THE 20' STORM SEWER EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS II, V AND VII) AS SHOWN HEREON.

Item 50 Water Utility Deed of Easement granted to the City of Reynoldsburg, Ohio, as more fully set forth in the document recorded as Official Record 1413 page 138. THE 12' WATERLINE EASEMENTS ARE LOCATED ON THE SUBJECT TRACT (TRACTS I, II, V AND VII) AS SHOWN HEREON.

Item 51 Sanitary Sewer Utility Deed of Easement granted to the City of Reynoldsburg, Ohio, as more fully set forth in the document recorded as Official Record 1413 page 151. THE 20' SANITARY SEWER EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS I, II, V AND VII) AS SHOWN HEREON.

Item 52 Subject to the terms and conditions of the easements contained within the Declaration of Easements and Restrictions of record in Official Record 1478 page 3772. As supplemented in the Supplemental Declaration of Easements and Restrictions of record in Official Record 1542 page 1510. As supplemented in the Supplemental Declaration of Easements and Restrictions of record in Official Record 1572 page 700. As amended by the First Amendment to Supplemental Declaration of Easements and Restrictions of record in Official Record 1574 page 652. THE SIGN EASEMENT, ACCESS EASEMENTS AND PARKING EASEMENTS ARE LOCATED ON THE SUBJECT TRACT (TRACTS I, II, IV, V AND VII) AS APPROXIMATELY SHOWN HEREON. THE DETENTION AREA, STAGING AREA AND PARKING CONSTRUCTION AREA EASEMENT COULD NOT BE PLOTTED FROM THE DOCUMENT OF RECORD.

Item 53 Easement & Right of Way granted to Columbus Southern Power Company, as more fully set forth in the document recorded as Official Record 1489 page 915. THE 10' ELECTRIC EASEMENTS IS LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) CENTERED ON THE LINES AS INSTALLED, HOWEVER THE EXACT LOCATION COULD NOT BE DEPICTED FROM THE DOCUMENT OF RECORD.

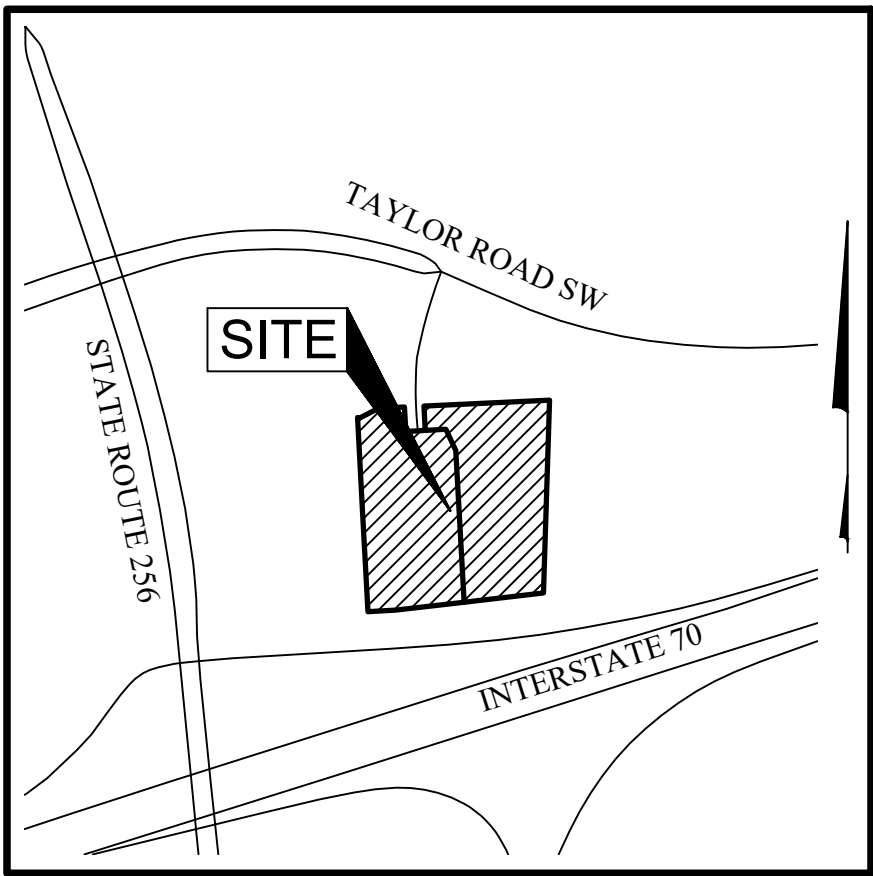
Item 54 Easement granted to Columbia Gas of Ohio, Inc., as more fully set forth in the document recorded as Official Record 1501 page 7. THE 10' AND 20' GAS EASEMENTS ARE LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) AS SHOWN HEREON.

Item 55 Declaration of Covenants of record in Deed Book 693 page 852. THE SUBJECT TRACT IS NOT LOCATED IN THE AREA DESCRIBED.

Item 56 Easement as more fully set forth in the document recorded as Deed Book 681 page 111. THE SIGN EASEMENT IS LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) AS SHOWN HEREON.

Item 57 Declaration of Restrictions of record in Deed Book 683 page 454. (as to Tract IV) THE SUBJECT TRACT (TRACTS IV, VI AND VII) IS LOCATED IN THE AREA DESCRIBED, NO EASEMENTS GRANTED THEREIN.

Items 58-61 NOT SURVEY RELATED ITEMS.



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

BASIS OF BEARINGS:
The coordinates shown on this map are based on the Ohio State Plane Coordinate System, South Zone, NAD 83 (2011). The portion of the north right-of-way line of Interstate 70, having a bearing of South 83° 21' 32" West and monumented as shown hereon, is designated as the "basis of bearings" for this survey.

FEMA NOTE:
According to the Federal Emergency Management Agency's Flood Insurance Rate Map No. 39049C0366K (dated June 17, 2008), as modified by Case No. 11-05-8753P (dated June 4, 2012), the subject tract shown hereon lies within Zone AE (Area of 1% annual chance flood with Base Flood Elevations determined), and Zone X (areas determined to be outside of the 0.2% annual chance floodplain). Per Case No. 11-05-8753P, 1% annual chance flood discharge contained in culvert located under Taylor Square Drive and between Taylor Square Drive and Taylor Road. Any floodplain lines shown are georeferenced and are not based on actual field elevations.

UTILITY STATEMENT:
A Utility Marking and Plans request was submitted to OHIO811 on January 31, 2022. The utilities shown hereon have been located from field survey information. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities shown are in the exact location indicated, although s/he does certify that they are located as accurately as possible.

SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

POTENTIAL ENCROACHMENT NOTE:
Except as noted below and shown hereon, no evidence of potential encroachments was observed in the process of conducting the field work or determined in the course of analyzing the field work and preparing this survey. This includes potential encroachments: (1) extending from the subject tract onto an adjoining tract, (2) extending from an adjoining tract onto the subject tract, or (3) extending into an easement located on the subject tract. The undersigned makes these representations based solely on a physical observation of the subject tract and does NOT make any representation, opinion, or determination as to the legal validity of any potential encroachment that is shown hereon.

- A. The dog waste bag holder extends over the east boundary line.
- B. The fences extends north and south of the south boundary line.
- C. The sanitary manhole extends outside the 20' sanitary sewer easement of record in Official Record 1413, Page 151 (Item 51).

TABLE A OPTIONAL ITEM NOTES:

- (7a) No buildings were observed on the subject tract at the time the fieldwork was conducted.

CERTIFICATION: Commitment No. 1549101

To: DDC Hotels, Inc., Taylor Square Hotel Group LLC, Stewart Title Guaranty Company, and Stewart Title Company:

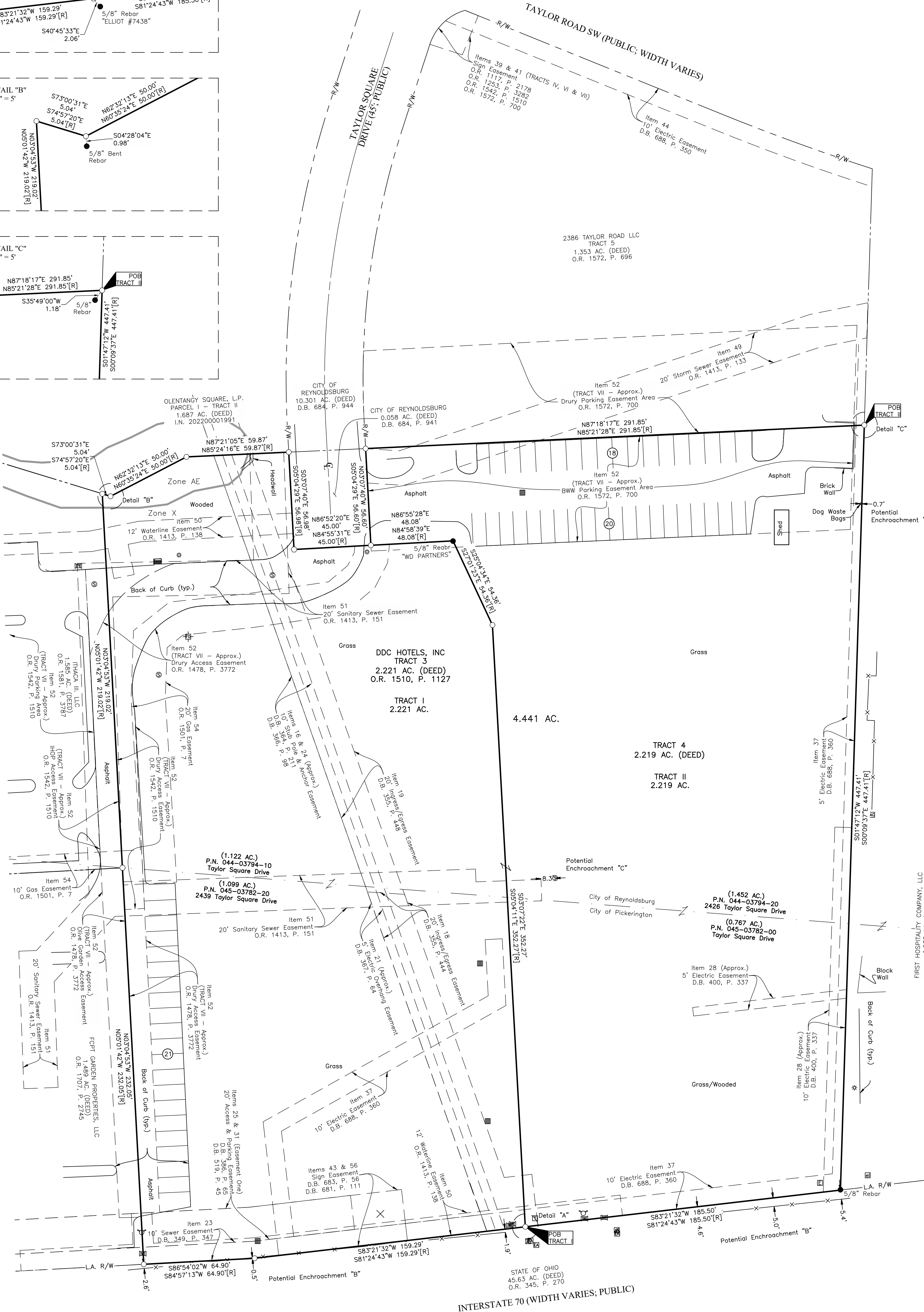
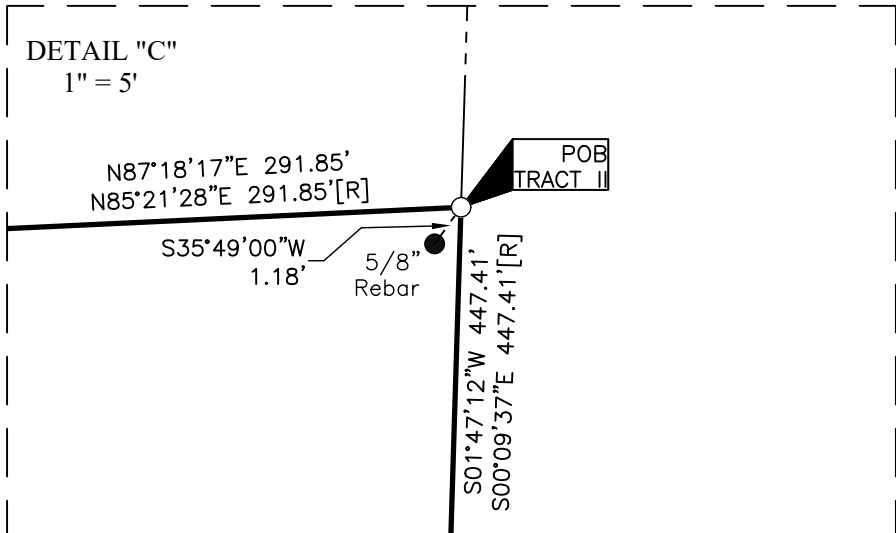
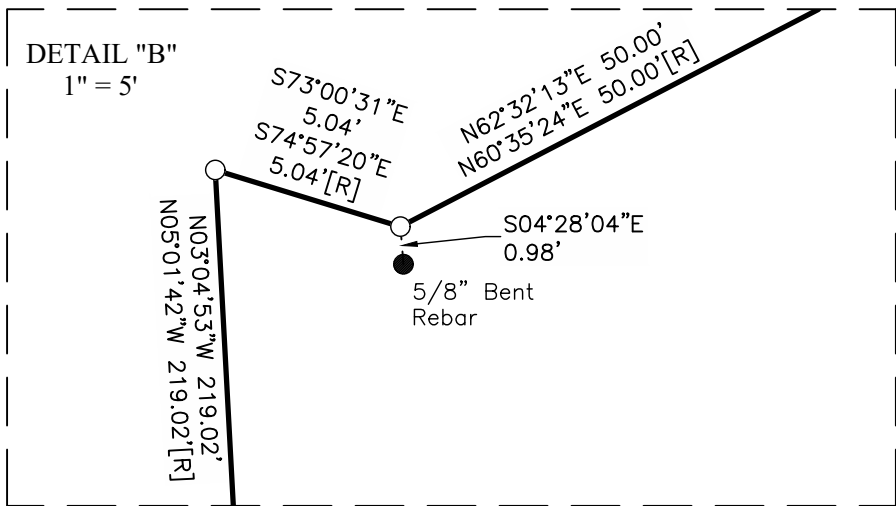
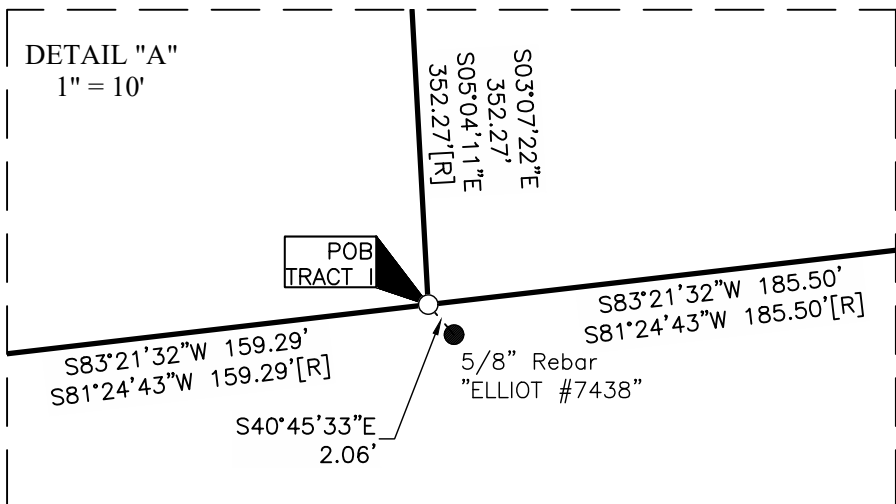
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, 9, and 13 of Table A thereof. The fieldwork was completed on February 7, 2022.

DRAFT

By Michael P. Pecceook Professional Surveyor No. 8711 mpecceook@emht.com Date

EMH&T Evans, Muehcraft, Hamblen & Tilson, Inc. Engineers • Surveyors • Planners • Scientists 5800 New Albany Road, Columbus, OH 43254 Phone: 614.778.4200 Fax: 614.778.3648 emht.com			Date: February 22, 2022
Scale: 1" = 30'			Job No: 2022-0051
Sheet: 1 of 2			
REVISIONS			
MARK	DATE	DESCRIPTION	

ALTA/NSPS LAND TITLE SURVEY
SECTION 20, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FAIRFIELD, STATE OF OHIO



PARKING COUNT:
59 Regular Spaces
59 Total Spaces

SYMBOL LEGEND		
○	Bollard	[R] Record Data
□	Telephone Pedestal Box	☉ Sanitary Sewer Manhole
⊕	Fiber Optic Pull Box	■ Catch Basin
⊖	Air Conditioning Unit	⌘ Curb & Gutter Inlet
⊗	Electric Meter	⚡ Fire Hydrant
⊙	Electric Access Cover	⚙ Water Valve
⊚	Electric Pedestal Box	⚙ Post Indicator Valve
⬤	Transformer	★ Light Pole

LINE LEGEND	
—x—x—x—	Fence Line

 Evans, Mechwart, Hambleton & Tilton, Inc. Engineers • Surveyors • Planners • Scientists 5500 New Albany Road, Columbus, OH 43054 Phone: 614.776.4500 Fax: 614.776.4501 emht.com	Date: February 22, 2022	
	Scale: 1" = 30'	
	Job No: 2022-0051	
	Sheet: 2 of 2	
REVISIONS		
MARK	DATE	DESCRIPTION
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DECLARATION OF EASEMENTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS AND RESTRICTIONS ("Declaration") is made this 25 day of October, 2007, by DRURY INNS, INC., a Missouri corporation ("Declarant").

Declarant owns the real estate (the "Olive Garden Parcel") legally described on Exhibit A, and on or about the date hereof Declarant is conveying the Olive Garden Parcel to GMRI, Inc., a Florida corporation ("GMRI"). Declarant also owns the real estate legally described on Exhibit B (the "Drury Parcel"). The Olive Garden Parcel and the Drury Parcel are sometimes collectively referred to herein as "Parcels". For the purposes of this Declaration, the owner of the Olive Garden Parcel is referred to as "Olive Garden", and the owner of the Drury Parcel is referred to as "Drury".

In order to establish certain easements and conditions for the beneficial development of the Parcels, Declarant declares and establishes the following easements and covenants that will benefit and be binding upon the Parcels:

1. **Easements.** Declarant grants and reserves the following easements:

(a) Declarant grants and reserves, for the benefit of the Drury Parcel, Drury and its invitees, employees and customers, a perpetual non-exclusive easement for the purpose of vehicular ingress and egress to and from the Drury Parcel, over and across that portion of the Access Easement Area (defined in Section 1(b) below) located on the Olive Garden Parcel and identified as the "Olive Garden Access Easement" on Exhibit C-1. In addition, but subject to the provisions of Section 5 below, Declarant grants and conveys for the benefit of the Drury Parcel, Drury and its invitees, employees and customers, a perpetual non-exclusive easement for the purpose of pedestrian and vehicular ingress and egress, over and across drive aisles, sidewalks and curb cuts of the Olive Garden Parcel, as they exist from time to time.

(b) Declarant grants and reserves, for the benefit of the Olive Garden Parcel, Olive Garden and its invitees, employees and customers, a perpetual non-exclusive easement for the purpose of vehicular ingress and egress to and from the Olive Garden Parcel, over and across that portion of the Access Easement Area located on the Drury Parcel and identified as the "Drury Access Easement" on Exhibit C-2. The Olive Garden Access Easement and the Drury Access Easement shall be collectively referred to herein as the "Access Easement Area". In addition, but subject to the provisions of Section 5 below, Declarant grants and conveys for the benefit of the Olive Garden Parcel, Olive Garden and its invitees, employees and customers, a perpetual non-exclusive easement

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Barbara Carter
County Auditor, Fairfield County, Ohio

for the purpose of pedestrian and vehicular ingress and egress, over and across drive aisles, sidewalks and curb cuts of the Drury Parcel, as they exist from time to time.

(c) The Access Easement Area may not be relocated or modified without the prior written consent of both Olive Garden and Drury, which consent shall not be unreasonably withheld, conditioned or delayed.

(d) Declarant hereby grants for the benefit of the Olive Garden Parcel, or to the applicable utility company, as the case may be, perpetual non-exclusive easements for the purpose of installing, operating, replacing and maintaining utility lines and facilities which will serve the Olive Garden Parcel, including, without limitation, electric, gas, water, telephone, sanitary and storm sewer, and cable, as necessary or as desirable by the grantee of the easement, subject to the following conditions:

- (i) Such utility lines and facilities will be located underground to the extent permitted by the local utility.
- (ii) The easement area shall be located around the perimeter of the Drury Parcel, within ten (10) feet of the property line, as the case may be, unless Drury approves another area in writing.
- (iii) Olive Garden will promptly restore all property it damages through the course of its work to a condition as good as or better than before.
- (iv) Drury reserves the right to use the easement area for any use not inconsistent with this grant.
- (v) Olive Garden will perform all work in a manner which causes the least amount of interference with the Drury Parcel's business operations as is reasonably possible, including, without limitation, assuring that access and parking on the Drury Parcel is not hampered.
- (vi) Olive Garden agrees to indemnify and hold harmless Drury against all liability, loss, damage, costs or expense, including, without limitation, reasonable attorneys' fees and claims of lien of laborers or materialmen, or others, for work performed on the Drury Parcel.

(e) Declarant grants and reserves, for the benefit of the Olive Garden Parcel and Olive Garden, a perpetual non-exclusive easement to utilize the storm water detention area built on a portion of the Drury Parcel. The storm water detention area is shown on Exhibit D and shall be referred to herein as the Detention Area.

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(f) Declarant hereby grants and reserves perpetual non-exclusive easements over the reasonable portions of the Olive Garden Parcel and the Drury Parcel, respectively (excluding areas occupied by a building footprint), for their reciprocal benefit, in order to perform work necessary to cure a default described in Section 12 below.

(g) Declarant grants and reserves for the benefit of, and appurtenant to, the Olive Garden Parcel, a perpetual non-exclusive easement over the Access Easement Area and Monument Sign Easement Area for the purpose of operating, inspecting, installing, illuminating, removing, substituting, repairing, replacing and maintaining at any time and from time to time the Olive Garden sign panels located on the Monument Sign (defined in Section 2 below). In addition, Declarant grants and reserves, for the benefit of, and appurtenant to, the Olive Garden Parcel, a perpetual non-exclusive easement on, over and across such reasonable portions of the Drury Parcel as are necessary or appropriate for the purpose of access, ingress and egress to and from the Olive Garden Parcel and to the Monument Sign Easement Area depicted on Exhibit E-1.

(h) Declarant hereby grants and reserves the following temporary, non-exclusive and appurtenant easements to and in favor of Olive Garden and its successors, assigns, transferees of all or any part of the Olive Garden Parcel: (a) a sign easement ("Sign Easement") for the purpose of operating, inspecting, installing, repairing and maintaining the Monument Sign defined in Section 2 below, (b) a staging easement ("Staging Easement") over and across the Drury Parcel in the area marked "Staging" on Exhibit F to use as a staging area for the placement of constructions trailers, tool storage and construction materials for the initial construction on the Olive Garden Parcel, and (c) a construction easement ("Construction Easement") over and across the Drury Parcel in the area marked "Parking Area" as shown on Exhibit G to construct parking spaces on the Drury Parcel. The Sign Easement shall terminate upon Drury's commencement of construction upon the Drury Parcel; the Staging Easement shall terminate thirty (30) days after the opening of the Olive Garden Restaurant on the Olive Garden Parcel to the public. The Construction Easement shall terminate upon the completion of Olive Garden's construction of the parking spaces on the Drury Parcel, as reasonably determined by Drury. Upon completion of such construction, Olive Garden shall restore the portion of the Drury Parcel outside of the Parking Area to substantially the same condition, as it existed prior to the commencement of construction. Upon termination of the aforementioned easements, all parties shall promptly execute any and all document reasonably requested by Drury to evidence such terminations.

(i) Declarant grants and reserves to Olive Garden, its guests and invitees, a perpetual non-exclusive easement for the purpose of parking of vehicles on the paved areas on the Drury Parcel that that exist from time to time.

(j) Declarant, grants and reserves to Olive Garden, temporary easements over the reasonable portions of the Parcels as is necessary to construct (1) the roadway shown cross-hatched

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on Exhibit H ("Taylor Square Drive Extension") in accordance with plans and specifications approved by governmental authorities and (2) the Monument Sign (defined in Section 2 below). These temporary easements will expire upon the earlier of (a) completion of construction of the Taylor Square Drive Extension and Monument Sign or (b) two (2) years after the recording of this Declaration.

2. **Construction.** As soon as reasonably practicable after Declarant conveys the Olive Garden Parcel to a party unaffiliated with Declarant, Olive Garden shall, at its sole cost and expense, obtain all governmental permits and approvals to permit the installation of a monument sign structure and related utility facilities substantially in accordance with the design prepared by Federal Heath, as depicted on Exhibit E-2 (the "Monument Sign"). Olive Garden will construct, erect and install the Monument Sign within the Monument Sign Easement Area in a good and workmanlike manner and in compliance with all applicable laws, codes and other governmental requirements. "Monument Sign Construction Costs" shall include the costs actually incurred by Olive Garden to third parties not affiliated with Olive Garden in connection with the construction and installation (foundation, structure, meter and landscaping, but not including sign panels; as the cost of the sign panels and light bulbs will be the responsibility of the party whose business is advertised on the panel) of the Monument Sign, such costs not to be incurred without Drury's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed. Within thirty (30) days after receipt of a bill itemizing the Monument Sign Construction Costs together with reasonable supporting documentation, Drury shall reimburse to Olive Garden its pro-rata share of those particular Monument Sign Construction Costs and one hundred percent (100%) of the cost of blank sign panels placed in the positions other than the Olive Garden panel. Construction of the Monument Sign will include installation of a meter to be connected to a utility line to be brought from Taylor Road Southwest to the sign. Drury's pro-rata share of the Monument Sign Construction Costs will be a fraction, with the numerator being the square footage of all of the sign panels on the Monument Sign other than the Olive Garden sign panel(s), and the denominator being the square footage of all sign panels on the Monument Sign including the Olive Garden sign panels(s).

3. **Use.** The Olive Garden Parcel shall initially be used for an Olive Garden restaurant constructed in accordance with the site plan and building elevations that were approved by Declarant prior to the date of this Declaration. Thereafter, the Olive Garden Parcel may be used for any lawful retail or restaurant use that does not violate the terms of this Declaration or any other exclusive use granted by Declarant subsequent to the date of this Declaration, all of which are subject to Drury's repurchase rights in Section 9 below. However, as long as a hotel is operating on the Drury Parcel, the Olive Garden Parcel will not be used for a nightclub or bar (except that a bar that is part of a restaurant will not be prohibited). For the purpose of this provision, a "bar" is a business where more than 50% of the gross sales are derived from the sale of alcoholic beverages. With respect thereto, if Drury has reasonable cause to believe that the alcoholic beverage sales on the Olive Garden Parcel are exceeding 50%, then upon written request by Drury (which request will include the reasonable basis for Drury's belief

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that alcohol beverage sales exceed 50% of the gross sales), Olive Garden shall cause to be delivered unto Drury a statement in a form reasonably acceptable by Drury to confirm compliance with the foregoing alcoholic beverage sales restriction.

4. **Approval of Plans.**

(a) For as long as a hotel is operating on the Drury Parcel or Drury owns a portion of the Drury Parcel, material alterations to the exterior building elevations on the Olive Garden Parcel will require the prior written approval of Drury to assure compatibility with first class commercial development uses, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, no approval from Drury shall be required if (i) the alterations are consistent with the prototype design of a national or regional, restaurant or retail chain, or (ii) the alterations were approved by the Taylor Square Design Review Board pursuant to the Outparcel Criteria Manual referenced in the Quit Claim Deed recorded in Book 1335, Page 1129 ("Deed Requirement"). The foregoing reference to the Deed Requirement is intended for reference purposes, only, and is not intended to reimpose or extend the term of such Deed Requirement.

(b) For as long as a full service sit down restaurant serving alcohol is operating on the Olive Garden Parcel, if any business on the Drury Parcel is being operated as a hotel or motel in either the budget or economy market price segments, as defined by Smith Travel Research (or such successor or comparable organization if Smith Travel Research no longer exists), then material alterations to the exterior building elevations on the Drury Parcel will require the prior written approval of Olive Garden to assure compatibility with first class commercial development uses, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, no approval from Olive Garden shall be required if the alterations were approved by the Taylor Square Design Review Board pursuant to the Deed Requirement. The foregoing reference to the Deed Requirement is intended for reference purposes, only, and is not intended to reimpose or extend the term of such Deed Requirement.

5. **Traffic Aids.** Declarant reserves the right for the owner of each Parcel to establish such speed limits, and to place lines, directional lines, stop lines and stop signs, speed bumps, curbs, vehicular security systems, gates or other devices on their respective Parcels as such parties may from time to time desire, provided that such matters do not unreasonably interfere with the easements granted herein.

6. **Maintenance.**

(a) **Parcels.** Drury and Olive Garden shall each maintain and repair its respective Parcel (except as otherwise specified in this Declaration) and the easements and improvements located thereon in a good, clean and safe condition.

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(b) Detention Pond. Drury shall maintain and repair the detention system in the Detention Area in a good, clean and safe condition at all times.

(c) Access Easement Area. Olive Garden shall initially maintain and repair the Access Easement Area in a good, clean and safe condition at all times, including cleaning, sweeping, repaving, resurfacing, striping, hole patching, and removal of trash, snow and ice until such time as construction commences on any portion of the Drury Parcel. Thereafter, Drury shall take over the maintenance and repair obligations for the Access Easement Area pursuant to this Section 6(c).

(d) Construction Interference. To the extent the business on one Parcel is already open for business while construction is being performed on another Parcel, then the constructing party will (i) use diligent efforts to minimize any interference with access when using the Access Easement Area; and (ii) at all times keep the Access Easement Area clean of construction debris (including using an alternate construction access to the extent permitted by governmental agencies if reasonably feasible), and repair any damage caused solely by the constructing party.

(e) Closures. The easement areas set forth in this Declaration will at all times remain open for use, except for such limited periods of time as necessary to avoid a public dedication, and except as otherwise specifically set forth in this Declaration.

(f) Detention Maintenance Costs. After the Detention Area is constructed, and except for the costs to repair defects in construction, the owners of each of the Tracts within the Parcels shall pay to Drury within thirty (30) days after receiving an invoice for their pro-rata share of the Maintenance Costs for the Detention Area as follows:

Tract 1 (1.585 acres)	18%
Tract 2 (Olive Garden Parcel -1.489 acres)	17%
Tract 3 (2.221 acres)	25%
Tract 4 (2.219 acres)	25%
Tract 5 (1.353 acres)	15%

Access Maintenance Costs. The owners of Tracts 1 and 3 of the Drury Parcel, and Tract 2 (Olive Garden Parcel) are responsible for their pro-rata share of the Access Easement Area Maintenance Costs as provided in this Section 6(f) only when such Tracts are developed (as defined below). After the Access Easement Area is constructed, and except for the costs to repair defects in construction, Olive Garden shall pay one hundred percent (100%) of the total Access Easement Area Maintenance Costs until Drury is required to maintain and repair the Access Easement Area pursuant to Section 6(c) above. Thereafter, the owners of Tracts 1, 2 and 3 shall reimburse Drury for their pro-rata share of the Access Easement Area Maintenance Costs within thirty (30) days after receiving an invoice from Drury. A Tract's pro-rata share is a fraction, with the numerator being the square footage of such Tract and the denominator being the combined square footage of Tracts 1, 2 and 3 when such Tracts are developed. For purposes of this Section 6(f), a

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Tract is deemed developed upon commencement of construction on said Tract. For purposes of illustration, when the Olive Garden Parcel and Tract 1 are developed while Tract 3 remains undeveloped, then Olive Garden shall pay 48.44% of the Access Easement Area Maintenance Costs (1.489 acres divided by (1.585 acres + 1.489 acres)) and the owner of Tract 1 shall pay 51.56% of such costs (1.585 acres divided by (1.585 acres + 1.489 acres)). Once Tracts 1, 2 and 3 are developed, the pro-rata shares for the Access Easement Area Maintenance Costs are as follows: Olive Garden shall pay 28.12%, the owner of Tract 1 shall pay 29.93% and the owner of Tract 3 shall pay 41.95%.

“Maintenance Costs” will consist of the reasonable and customary costs to do the following: (i) for the Access Easement Area: cleaning, sweeping, repaving, resurfacing, painting, striping, hole patching, and removal of trash, snow and ice; (ii) for the Detention Area: cleaning and removal of debris, sediment and vegetation, as needed; and (iii) for the Access Easement Area and the Detention Area, such capital expenditures as required to keep same in good and usable condition. Provided, however, Drury shall not spend more than \$25,000.00 (which amount will be increased each year by the same percentage as the percentage increase that occurs in the Consumer Price Index – All Urban Consumer (CPI-U Index) published by the Bureau of Labor Statistics from the prior year) on capital expenditures in any 12-month period without the prior written consent of Drury and Olive Garden, not to be unreasonably withheld, conditioned or delayed.

(g) Sign Maintenance. During the term of this Declaration, each party having a sign panel on the Monument Sign shall be responsible for repair, replacement, restoration, illumination and maintenance of its respective sign panels such that at all times the panels shall be kept in a good and first class condition and in compliance with all laws, codes and other governmental requirements. The Monument Sign shall be used solely to identify businesses operated on the Drury Parcel and the Olive Garden Parcel. At all times during the term of this Declaration (except for the Olive Garden Sign Maintenance Period described below), Drury shall have overall responsibility for repair, replacement, restoration, insurance, maintenance and providing electricity for the Monument Sign so that the Monument Sign is illuminated from dusk until at least midnight each day, and kept in a good and first-class condition and in compliance with all laws, codes and other governmental requirements; all of the reasonable and customary costs thereof are herein referred to as “Monument Sign Costs”. Within thirty (30) days after receipt of a bill itemizing the Monument Sign Costs, together with reasonable supporting documentation, Olive Garden and any other party with a sign panel on the Monument Sign will reimburse Drury for its pro-rata share of the Monument Sign Costs; the pro-rata share is a fraction, with the numerator being the square footage of the respective party’s sign panel(s) on the Monument Sign, and the denominator being the square footage of all sign panel space (whether or not being used) on the Monument Sign. The insurance for the Monument Sign shall consist of commercial general liability coverage with a single occurrence limit of no less than One Million Dollars (\$1,000,000.00), naming Drury and Olive Garden as additional insureds, and Drury shall furnish to Olive Garden evidence of the existence of said insurance on at least an annual basis. Olive Garden shall not cause any signage to be installed or

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maintained on the Monument Sign except for signage identifying the business conducted on the Olive Garden Parcel. Provided, however, Olive Garden shall be responsible for the Monument Sign maintenance until such time as construction commences on any portion of the Drury Parcel ("Olive Garden Sign Maintenance Period"). Upon such commencement of construction, Drury shall take over the maintenance responsibilities for the Monument Sign (including but not limited to having the meter switched from Olive Garden to Drury) and thereafter Olive Garden's maintenance responsibilities shall only apply to Olive Garden's sign panel on the Monument Sign.

(h) **Interference.** All maintenance will be performed in a manner that causes the least amount of interference with the Parcels as is reasonably possible.

(i) **Audit.** Not more than once per year, Olive Garden will have the right to audit Drury's records relating to the Access, Detention and Sign costs described above, at reasonable times, at the business offices of Drury and Drury agrees to reasonably cooperate with such audit and provide access to relevant records. Any overpayment or underpayment discovered as a result of the audit will be paid between the parties within thirty (30) days of discovery. The parties will work together in good faith to resolve any discrepancies.

7. **Insurance/Indemnity.** Drury and Olive Garden shall each maintain, or cause to be maintained, liability insurance against claims for bodily injury, loss of life, or property damage occurring on their respective Parcel with bodily injury, loss of life, and property damage coverage in a combined single limit of not less than Two Million Dollars (\$2,000,000) for total claims for any one occurrence, provided, however, that such policy or policies may provide for commercially reasonable deductibles or self-insurance retention amounts. Each owner of a Parcel shall cause the other owners to be named as an additional insured on its liability insurance policies obtained pursuant hereto, and, upon written request to provide the other party with insurance certificates demonstrating compliance with this Section 7 and providing that such liability insurance policies shall not be canceled or modified without not less than ten (10) days prior notice to the other party.

8. **Restrictions.**

(a) Commencing upon the date hereof, so long as Drury owns all or a portion of the Drury Parcel or Drury is operating a hotel on the Drury Parcel, not to exceed 90 years after this Declaration is signed, no hotel, suite development, lodging facility, motel or extended stay facility shall be constructed or operated on the Olive Garden Parcel. For the purposes of this Subsection, a hotel will still be considered to be "operating" even if temporarily closed due to casualty, condemnation, remodeling, reconstruction or force majeure. Declarant recognizes and acknowledges that it will be difficult to compute the amount of loss or damage to Drury if Olive Garden violates this restriction. With respect to each and every breach or violation, in addition to all other remedies available to Drury, Drury shall be entitled to enjoin the continuance thereof and may apply to any court of competent jurisdiction for an entry of an immediate restraining order or injunction. Drury may pursue any remedy (including, without limitation, injunction and damages) currently or

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consecutively in any order as to any such breach or violation, and the pursuit of any such remedy at any time will be not be deemed an election of remedies or waiver of the right to pursue the other of such remedies.

(b) Commencing upon the date hereof, so long as the Olive Garden Parcel is being used as an open and operating Olive Garden restaurant, not to exceed 90 years after this Declaration is signed, no portion of the Drury Parcel shall be used as a full service restaurant that features Italian food. "Features" means that those food items comprise more than twenty-five (25%) of the menu offerings; "full service" means a restaurant that serves alcoholic beverages and offers service to patrons, seated at a table, through servers/waiters. For the purposes of this Subsection, a restaurant will still be considered to be "operating" even if temporarily closed due to casualty, condemnation, remodeling, reconstruction or force majeure. Declarant recognizes and acknowledges that it will be difficult to compute the amount of loss or damage to Olive Garden if Drury violates this restriction. With respect to each and every breach or violation, in addition to all other remedies available to Olive Garden, Olive Garden shall be entitled to enjoin the continuance thereof and may apply to any court of competent jurisdiction for an entry of an immediate restraining order or injunction. Olive Garden may pursue any remedy (injunction and damages) currently or consecutively in any order as to any such breach or violation, and the pursuit of any such remedy at any time will not be deemed an election of remedies or waiver of the right to pursue the other of such remedies.

9. **Repurchase Rights.** Drury has certain rights to repurchase the Olive Garden Parcel as described below. These repurchase rights are solely for the benefit of Drury Inns, Inc. and its affiliates Drury Southwest, Inc. and Drury Development Corporation (collectively "Drury Companies") (and any successors of Drury Companies, if any) as long as any of the Drury Companies owns that part of the Drury Parcel legally described as Tract 3 or Tract 4 on Exhibit B and all references to "Drury" in this Section 9 shall refer to Drury Companies (and their successor entities, if any). Provided, however, if Drury Companies owns both Tracts 3 and 4, but such Tracts are owned by separate Drury entities, then in such event only the Drury entity owning Tract 4 shall have repurchase rights.

(a) **Initial Construction.** If Olive Garden fails to commence construction of an Olive Garden restaurant within 180 days after the date of signing of this Declaration ("Commencement Date"), or fails to complete construction of the restaurant and open to the public within 270 days after commencing construction ("Construction Completion Date"), subject to delays resulting from Force Majeure, then Drury will have the right, but not the obligation, to repurchase the Olive Garden Parcel, together with any and all improvements thereon, for an amount equal to the Purchase Price as defined in the Agreement of Purchase and Sale by and between Olive Garden and Drury dated April 20, 2007, as amended, plus all costs of the improvements constructed on the Olive Garden Parcel, including impact fees and utility hook-up charges, by providing written notice to Olive Garden within thirty (30) days following the expiration of the Commencement Date or Construction

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Completion Date, as applicable. In the event Drury elects to repurchase the Olive Garden Parcel as provided in this Subsection, the closing shall occur thirty (30) days following such notice and in accordance with the provisions of Subsection 9(d) below. For purposes of this Section 9, the term "commence construction" shall mean the date on which footings are poured for the construction of the Olive Garden restaurant.

(b) Right of First Offer. In the event Olive Garden desires to sell or lease the Olive Garden Parcel ("Transfer"), then Drury will have the first right to purchase or lease the Olive Garden Parcel, as described in this Subsection. Prior to a Transfer, Olive Garden will notify Drury, in writing, of its intent to Transfer the Olive Garden Parcel ("Transfer Notice"); the Transfer Notice will include the sale price and/or rental amounts of the Olive Garden Parcel that Olive Garden is willing to accept ("Offer Price"). Olive Garden shall not be required to include rental terms in the Offer Price if it desires to sell the Olive Garden Parcel, and likewise shall not be required to include sale terms if it desires to lease the Olive Garden Parcel, however, if the Obtained Price (defined below) is not on the same payment terms as offered in the Offer Price, then the Obtained Price will be treated as if it is lower than the Offer Price and Olive Garden will submit the Transfer Terms to Drury as provided below and Drury shall have the first right to purchase or lease the Olive Garden Parcel.

Within ten (10) days of receipt of the Transfer Notice, Drury shall have the right to deliver a notice to Olive Garden ("Response Notice") accepting the Offer Price, or providing an alternate price that Drury is willing to pay ("Response Price"); Drury's failure to deliver a Response Notice to Olive Garden within the ten (10) day period will result in automatic termination of Drury's first right to purchase/lease with no further action required of either party unless the Obtained Price is less than the Offer Price, in which event Olive Garden will submit the Transfer Terms to Drury and Drury shall have the first right to purchase or lease the Olive Garden Parcel. If Drury delivers the Response Notice accepting the Offer Price, then Drury shall have sixty (60) days to perform due diligence with respect to title, environmental and other physical conditions and the closing will occur within ten (10) days following such sixty (60) day period so long as the due diligence results were reasonably satisfactory to Drury; Drury will notify Olive Garden of its satisfaction and its election to proceed with the purchase within the aforementioned sixty (60) day period. If Drury delivers the Response Notice with a Response Price, Olive Garden will have the right to accept the Response Price (in which event the closing will occur in the same time frame and manner described above), or advise Drury that the Response Price is not acceptable. If Olive Garden rejects the Response Price, it shall be free to Transfer the Olive Garden Parcel to any other party as long as the sale/rental price is more than the Response Price. If Olive Garden enters into an agreement or detailed letter of intent for a price ("Obtained Price") that is equal to or less than the Response Price, then Olive Garden shall notify Drury of the Obtained Price and other terms of the Transfer ("Transfer Terms"), and Drury shall have a right of first refusal to purchase or lease the Olive Garden Parcel on the same terms and conditions as the Transfer Terms by delivering written notice of acceptance to Olive Garden within five (5) days following Drury's receipt of the Transfer Terms. Drury's failure to deliver written

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notice of acceptance of the Transfer Terms to Olive Garden within the five (5) day period will result in automatic termination of Drury's right of first refusal with no further action required of either party unless Olive Garden fails to close the transaction with the third party upon the Transfer Terms submitted to Drury, in which event, Drury's right of first offer shall be reinstated for any future Transfer.

It is anticipated that the Response Price and Obtained Price will each be Standard Pricing; for the purpose of this Declaration, "Standard Pricing" is defined as (i) a cash amount for a sale transaction, and (ii) specifically stated, annual rental amounts for a lease transaction. If the Obtained Price is not Standard Pricing and is payment with private stock, then the parties will have the non-Standard Pricing converted to an equivalent Standard Pricing, by a mathematician or economist using such assumptions and historical data as such expert deems reasonably appropriate. The expert will be a person unaffiliated with either entity or its officers, chosen by mutual agreement of Drury and Olive Garden and s/he will be requested to determine the equivalent within ten (10) days; in the event the parties are unable to agree on an expert within ten (10) days following the date that Olive Garden delivers the Transfer Terms to Drury, then either party will have the right to request that the Ohio State University appoint a professor of suitable qualifications to determine the equivalent.

Notwithstanding anything herein to the contrary, if either the Offer Price or the Obtained Price is non-Standard Pricing, Olive Garden shall have the right to require that the resulting lease or purchase agreement, as applicable, contains the Standard Pricing equivalent.

For purposes hereof, a Transfer will not be deemed to include a sale or lease (i) to an Affiliate (defined below), or (ii) for purposes of financing whereby Olive Garden or its Affiliate will continue to have control or possession of the Olive Garden Parcel. For purposes hereof, the word "Affiliate" shall have the following meaning: (i) any person or entity which, directly or indirectly, is in control of, is controlled by or is under common control with Olive Garden, or (ii) any person who is a director or officer of any person or entity described in clause (i) above, or (iii) any entity which acquires all or substantially all of the assets of Olive Garden, or (iv) any successor by merger to Olive Garden. For purposes hereof, control of an entity means the power, direct or indirect, to (a) vote 25% or more of the securities having ordinary voting power for the election of directors of such entity, or (b) direct or cause the direction of the management and policies of such entity, whether by contract or otherwise and either alone or in conjunction with others.

(c) Cessation of Operations. Olive Garden is not required to continuously operate. However, if a Cessation Event (as defined below) occurs on the Olive Garden Parcel when a hotel is operating on the Drury Parcel, then Drury will have the right to repurchase the Olive Garden Parcel at the greater of (a) Fair Market Value ("FMV"), or (b) the current owner's "book value", but not less than the outstanding principal of the current owner's mortgage debt on the Olive Garden Parcel (but only to the extent of the portion of such mortgage debt attributable to the Olive Garden Parcel and not for any other property owned or operated by Olive Garden) (the "Purchase Price"), by delivering

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written notice to Olive Garden within thirty (30) days after the occurrence of the Cessation Event ("Repurchase Notice") in the manner set forth in Subsection 9(d) herein below. For the purpose of this provision, "book value" shall mean all the then current owner's cost to build and/or purchase the Olive Garden Parcel less customary depreciation as evidenced by tax returns.

For the purpose of this provision, a "Cessation Event" occurs when Olive Garden ceases operations of a sit-down restaurant (serving meals and alcohol to the general public for a price) on the Olive Garden Parcel for one hundred eighty (180) consecutive days, as reasonably determined by Drury. Notwithstanding the foregoing, a Cessation Event will not be deemed to have occurred if Olive Garden closes due to casualty, condemnation, remodeling, reconstruction, renovation, or other force majeure (individually and collectively, "Force Majeure Event"), unless (1) Olive Garden advises Drury that it does not intend to re-open, or (2) Olive Garden fails to re-open within three hundred sixty-six (366) days after receipt of all building and related permits that are necessary to reconstruct and/or repair the building, as applicable, due to the Force Majeure Event, which three hundred sixty-six (366) day period is subject to extension due to any additional casualties, condemnations, or other Force Majeure. In order to have the benefit of the three hundred sixty six (366) day period, Olive Garden shall (a) clear debris (as soon as reasonably possible) following the Force Majeure Event, (b) apply for all necessary permits within one hundred eighty (180) days after the Force Majeure Event occurs, (c) submit written evidence to Drury that it has applied for all permits within such one hundred eighty (180) day period, and (d) diligently pursue obtaining such permits.

Drury shall have sixty (60) days after the Cessation Event to perform due diligence with respect to title, environmental and other physical conditions and approve the Purchase Price, and closing shall occur on or before ten (10) days following the end of the sixty (60) day period, so long as the due diligence results were reasonably satisfactory to Drury; Drury will notify Olive Garden of its satisfaction and its election to proceed with the purchase within the sixty (60) day period. If Drury fails to deliver written notice of approval of the Purchase Price and its due diligence within such sixty (60) day period, then the Repurchase Notice will become void and Drury shall have no further right to repurchase the Olive Garden Parcel as a result of that Cessation Event but shall maintain its right to repurchase the Olive Garden Parcel upon any future Cessation Event. Drury's rights to repurchase under Subsection 9(b) of this Declaration are separate and apart from this Subsection 9(c).

The FMV shall be determined within thirty (30) days after delivery of Drury's Repurchase Notice by the average price determined between an appraiser selected by each party having at least ten (10) years experience in appraising commercial buildings in Ohio and not currently employed, trained, or being considered for employment by the appointing party, provided the difference between such appraisals is less than ten (10%) percent. If the difference exceeds 10%, then each appraiser will agree on a third appraiser having at least ten (10) years experience in appraising commercial buildings in Ohio and not currently employed, trained, or being considered

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for employment by the appointing party within forty (40) days after Drury's Repurchase Notice, and the third appraiser shall determine the FMV within fifty (50) days after Drury's Repurchase Notice. Each party will pay for the cost of the appraiser it chooses; the cost of the third appraiser will be split equally between the parties.

(d) Closing. The closings shall occur in the offices of a title insurance company as agreed to by the parties ("Closing Agent") and the following shall occur:

(i) Olive Garden shall, at its sole cost and expense, deliver or cause to be delivered to Closing Agent the following:

(a) a Special Warranty Deed in substantially the same form of the Special Warranty Deed delivered to Olive Garden by Declarant, conveying to Drury indefeasible, marketable and insurable fee simple title to the Olive Garden Parcel and any and all improvements thereon, free of any mechanics or materialmen's liens, liens securing financing, or future use restrictions, all of which shall be removed at or prior to the Closing at the sole cost and expense of Olive Garden;

(b) a Bill of Sale conveying the building fixtures to Drury free of all mechanics or materialmen's liens, or liens securing financing, all of which shall be removed at or prior to the closing at the sole cost and expense of Olive Garden;

(c) possession of the Olive Garden Parcel and any and all improvements thereon in accordance with the provisions of this Declaration in a broom clean condition; and

(d) such other documents and items as are reasonably necessary to transfer the Olive Garden Parcel to Drury or that are otherwise reasonably required by the terms of any other documents entered into by the parties.

(ii) Drury shall deliver the Purchase Price of the Olive Garden Parcel to Closing Agent by wire transfer of immediately available funds.

(iii) All normal and customarily proratable items, including, without limitation, real estate taxes, assessments, utility bills, and other property payments (including maintenance fees for the Access Easement Area and Detention Area), shall be prorated as of the date of reconveyance; Olive Garden being charged and credited for all of the same prior to such date and Drury being charged and credited for all of the same on and after such date. If the actual amounts to be prorated are not known as of the date of reconveyance, the prorations shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a cash

settlement shall be made between the parties. Olive Garden will pay any associated transfer taxes, including without limitation, any documentary stamps, state gross income tax and any applicable county taxes; Drury will pay the title policy and survey costs, and for deed preparation and recording fees. All other closing costs will be allocated between the parties in accordance with local custom. Upon receipt of all documents and funds, the Closing Agent will record the deed and deliver it to Drury, and convey the funds to Olive Garden.

(iv) After the closing, neither party hereto shall have any further rights, duties or obligations to the other pursuant to this Declaration other than those arising pursuant to the provisions hereof that are to expressly survive such closing and those arising pursuant to the documents executed and delivered at such closing.

10. **Authority.** The individual executing this Declaration on behalf of Declarant represents and warrants that he is duly authorized to execute and deliver this Declaration on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation, and that this Declaration is binding upon said corporation in accordance with its provisions.

11. **Attorneys Fees.** In the event any suit or action is brought to enforce the terms of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys fees and costs.

12. **Defaults and Remedies.** If any party fails to perform its respective obligations, including the payment of money, under this Declaration, (the "Defaulting Party") the other Party may notify the Defaulting Party of such failure. If the Defaulting Party fails to perform such obligation within thirty (30) days of such notice, or if such obligation cannot be performed within such thirty (30) day period and the Defaulting Party has not commenced or is not diligently pursuing the performance of such obligation, then the other Party may either:

(i) if a nonmonetary failure, perform such obligation on behalf of the Defaulting Party, in which event the other Party shall be entitled to reimbursement from the Defaulting Party for the reasonable costs incurred by the other Party; interest will accrue at the prime rate of Citibank, N.A., (or its successors or assigns in the event Citibank, N.A. ceases to exist) plus 3 percentage points on any reimbursement not paid within 30 days from receipt of notice of the costs, together with copies of the bill(s), and the other Party shall be entitled to record a lien against the Defaulting Party's Parcel to secure payment; or,

(ii) if a monetary failure, file a lien against the Defaulting Party's Parcel to secure payments. Liens under this Section may be foreclosed in the manner, and according to the procedure for, the foreclosure of mechanic's liens under Ohio law. The rights under this Section are in addition to any other rights available to the non-defaulting Party under this Declaration or applicable law.

Notwithstanding the foregoing, the following shall apply:

(a) if the non-defaulting Party deems an emergency to exist with respect to required maintenance and repair of the Monument Sign, Access Easement Area or Detention Area, the non-defaulting Party may give only such notice as is reasonable under the circumstances and may undertake such maintenance and repair activities at such time as it deems necessary.

(b) Except for any matters where equitable remedies are sought, any dispute under this Agreement may be submitted to binding arbitration by any Party in accordance with the provisions of Section 23.

13. **Entire Declaration.** This Declaration, including Exhibits A, B, C-1, C-2, D, E-1, E-2, F, G and H attached hereto, constitutes the entire agreement between the parties hereto, and there are no other covenants, agreements, promises, terms and provisions, conditions or undertakings either oral or written between them concerning the matters contemplated herein. No subsequent alteration, amendment, change, deletion or addition to this Declaration shall be binding upon the parties unless in writing and signed by said parties. Exhibits A, B, C-1, C-2, D, E-1, E-2, F, G and H attached hereto are incorporated into this Declaration by this reference.

14. **Declaration Separable.** If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect and in the same manner as if such unenforceable or inapplicable provisions had never been contained herein.

15. **Counterparts.** This Declaration may be executed in any number of counterparts, each of which will, for all purposes be deemed to be an original and all of which are identical.

16. **Applicable Law.** This Declaration shall be construed under and in accordance with the laws of the State of Ohio.

17. **Term.** This Declaration, and all easements and rights set forth herein, shall, except as otherwise specifically provided to the contrary herein, remain in full force and continue perpetually, except as provided in Section 8.

18. **Easements to Run with the Land.** The agreements, restrictions and easements herein shall run with the land and shall be binding on and shall inure to the benefit of the owners of the Parcels, their respective heirs, successors, assigns, tenants, and occupants. Therefore, except as otherwise provided in Section 8, any reference herein to Drury or Olive Garden shall mean their respective successors, assigns, tenants, and occupants to the extent such successor or assign owns a fee simple or leasehold interest in the Drury Parcel or Olive Garden Parcel. Upon the sale of the Drury Parcel or the Olive Garden Parcel, the party conveying such Parcel shall have no further liability hereunder except to the extent such liability arose during such party's ownership.

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19. **Notices.** All notices, requests or permissions required or permitted to be given to an Owner under the terms of this Declaration shall be sufficient if they are in writing and (a) mailed by certified mail, return receipt requested, (b) delivered in person; (c) sent by nationally recognized overnight mail service or (d) sent by confirmed telecopy or facsimile transmission (original sent by nationally recognized overnight mail service), as follows:

- (a) To the owner of the Drury Parcel:
Drury Inns, Inc.
Attn: Joseph B. Pereles
721 Emerson Road, Suite 400
St. Louis, MO 63141
Telecopy Number: (314) 432-9701
- (b) To the owner of the Olive Garden Parcel:
GMRI, Inc.
Attn: General Counsel
5900 Lake Ellenor Drive
Orlando, FL 32809
Telecopy Number: (407) 245-6415

Mailed notices shall be deemed delivered and effective upon receipt or refusal when placed in the United States mail, certified mail, return receipt requested, postage prepaid. All notices delivered overnight courier, by telecopy or facsimile transmission, or in person shall be deemed delivered upon receipt or refusal at the above addresses. Each owner shall have the right from time to time to change and specify as its address any other address within the United States of America with thirty (30) days' prior written notice to the owner(s) of the other Parcels, and in the event of a sale or other conveyance of either of the Parcels, the prior and new owners of such Parcel shall be required to give notice to the owner of the other Parcel of the address of the new owner for purposes of this Declaration.

20. **Non-Waiver.** No waiver or waivers by either party of any breach, default, liability or non-performance by the other party shall be deemed or construed a waiver of any other term, condition or liability or the breach or default thereof. Failure on the part of either party to declare the other party in default, no matter how long such failure may continue, shall not be deemed to be a waiver by such party of any of its rights hereunder.

21. **Definition of Party.** "Party" or "parties" shall mean Drury and Olive Garden and any successor or assign of the fee simple interest in the Drury Parcel or Olive Garden Parcel.

22. **Definition of Force Majeure.** "Force majeure" shall mean the prevention, delay or other hindrance in a Party's performance by acts of God, fire, earthquake, floods, explosion, acts of

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the elements, weather conditions, war, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, strikes, lockouts, actions of labor unions, court orders, laws or orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of such Party (other than lack of or inability to procure monies to fulfill its commitments and obligations under this Declaration.)

23. **Arbitration.** In the event of a dispute under this Declaration, the matter shall be submitted to binding arbitration by any party involved in the dispute, in accordance with the following. However, this Section shall not preclude any party from pursuing injunctive relief or other equitable remedies.

(1) Within twenty (20) days after either party notifies the other of its desire to arbitrate, the parties will attempt in good faith to agree upon a mutually acceptable arbitrator, failing which, the arbitrator will be chosen by a judge having jurisdiction in Fairfield County, Ohio. The arbitrator shall be either a contractor having at least ten (10) years of experience in commercial construction, or an attorney having at least ten (10) years of experience in commercial construction disputes; the arbitrator shall not have had any associations with either party, professional, personal or otherwise.

(2) The arbitration shall be held in Fairfield County, Ohio, within sixty (60) days after the date the arbitrator is chosen. Each party will submit its evidence to the arbitrator and the opposing party at least twenty (20) days prior to the arbitration date. Each party will have one hour for oral arguments at the arbitration. The arbitrator will render a written decision within twenty (20) days after the arbitration.

(3) Each party will pay its own attorney's fees and costs and equally share the fee and costs of the arbitrator.

24. **Exhibit List.**

Exhibit A	Legal Description of Olive Garden Parcel
Exhibit B	Legal Description of Drury Parcel (Tracts 1, 3, 4 and 5)
Exhibit C-1	Site Plan showing Olive Garden Access Easement (per §1(a))
Exhibit C-2	Site Plan showing Drury Access Easement (per §1(b))
Exhibit D	Site Plan showing storm water detention area (per §1(e))
Exhibit E-1	Site Plan showing Monument Sign Easement Area (per §1(g))
Exhibit E-2	Depiction of Monument Sign (per §2)
Exhibit F	Site Plan showing Staging Area (per §1h)
Exhibit G	Site Plan showing Parking Area (per §1h)
Exhibit H	Site Plan showing Taylor Square Drive Extension (per §1j)

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IN WITNESS WHEREOF, the parties hereto have executed this Declaration to be effective as to the day and year first above written.

DRURY:

DRURY INNS, INC.

By: Joseph B. Pereles
Joseph B. Pereles, Vice-President

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 18 day of October, 2007, before me appeared Joseph B. Pereles, to me personally known, who, being by me duly sworn, did say that he is the Vice-President of Drury Inns, Inc. and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Joseph B. Pereles acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.



Ryan T. Shasserre
Notary Public

RYAN T SHASSERRE
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
06943559
My Commission Expires 9 / 26 / 2010

EXHIBIT A**LEGAL DESCRIPTION OF THE OLIVE GARDEN PARCEL****TRACT 2 (1.489 ACRES)**

Situated in the State of Ohio, County of Fairfield, City of Reynoldsburg, being located in Section 20, Township 16, Range 20, Refugee Lands, and being 1.106 acres out of a 2.308 acre tract conveyed to Drury Inns, Inc. by record in Official Record 1386, Page 625, and being 0.383 acre out of a 5.284 acre tract conveyed to Drury Inns by record in Official Record 1335, Page 1129, all references being to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2219, found at the intersection of the Franklin, Fairfield, and Licking County lines, said monument also being the northeast corner of the northwest quarter of said Section 20;

Thence along the common line between Franklin and Fairfield Counties, said line being the north line of said Section 20, North 88° 10' 58" West a distance of 1055.39 feet;

Thence South 1° 49' 02" West a distance of 1215.98 feet to an iron pipe found in the southerly right of way line of the Taylor Road Extension, as recorded in Deed Book 684, Page 944, said pin being the northwesterly corner of a 1.933 acre tract conveyed to First Hospitality Company, LLC, as recorded in Deed Book 691, Page 331;

Thence along the westerly line of said 1.933 acre tract South 0° 09' 37" East a distance of 597.33 feet to an iron pipe found (1-1/4" iron pipe – capped with no marking) in the northerly limited access right of way line of Interstate 70, said pin also being the southwesterly corner of said 1.933 acre tract, said pin also being the southeasterly corner of said 5.284 acre tract;

Thence along said northerly line, also being the southerly line of said 5.284 acre tract the following two courses:

- 1) South 81° 24' 43" West a distance of 344.79 feet to an iron pipe found at an angle point in said line (passing an iron pin set at a distance of 185.50 feet);
- 2) South 84° 57' 13" West a distance of 64.90 feet to an iron pin set, said pin also being the TRUE POINT OF BEGINNING for the parcel herein described;

Thence continuing along said line, also being the southerly line of said 2.308 tract, South 84° 57' 13" West a distance of 275.80 feet to an iron pipe found at the intersection of said line with the easterly limited access right-of-way line of State

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Route 256 (also known as Reynoldsburg - Baltimore Road), said pin also being the southwesterly corner of said 2.308 acre tract;

Thence along said easterly line, also being the westerly line of said 2.308 acre tract, North 06° 50' 08" West a distance of 232.25 feet to an iron pin set;

Thence leaving said line across said 2.308 acre and 5.284 acre tracts along the following two new courses:

1) North 84° 58' 18" East a distance of 283.13 feet (passing the easterly line of said 2.308 acre tract, also being the westerly line of said 5.284 acre tract, at a distance of 211.15 feet) to an iron pin set;

2) South 05° 01' 42" East a distance of 232.05 feet to the TRUE POINT OF BEGINNING, containing 1.489 acres.

The tract described above is contained within Fairfield County Auditor's Parcel Numbers 045-03782-10, 044-03794-00 and 045-03782-00. Of this tract, 1.106 acres is located in Auditor's Parcel Number 045-03782-10, 0.0002 acres is located in Auditor's Parcel Number 044-03794-00, and 0.383 acres is located in Auditor's Parcel Number 045-03782-00.

Subject to all legal easements, right of ways, and use restrictions of record.

Monuments referred to as iron pins set are 5/8" inch diameter x 30-inch long iron bars with yellow caps stamped WD PARTNERS, P.S. # 8124.

Monuments referred to as iron pipes found are 13/16" pipes marked "EMH&T Inc." unless otherwise noted.

This description was prepared and reviewed on August 8, 2007, by Kevin P. Carpenter, Registered Surveyor Number 8124. This description is based on a survey made in July 2007 under the direction and supervision of Kevin P. Carpenter Registered Surveyor Number 8124.

The bearings used in this description are based on the centerline of Interstate Route 70 (North 72° 28' 35" East), as shown in plans FAI-70-0.00/LIC-70-0.00 as found at the Ohio Department of Transportation. All bearings shown herein are for project use only.

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EXHIBIT B

LEGAL DESCRIPTION OF THE DRURY PARCEL (TRACTS 1, 3, 4 and 5)

TRACT 1 (1.585 ACRES)

Situated in the State of Ohio, County of Fairfield, City of Reynoldsburg, being located in Section 20, Township 16, Range 20, Refugee Lands, and being 1.201 acre out of a 2.308 acre tract conveyed to Drury Inns, Inc. by record in Official Record 1386, Page 625, and being 0.384 acre out of a 5.284 acre tract conveyed to Drury Inns by record in Official Record 1335, Page 1129, all references being to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2219, found at the intersection of the Franklin, Fairfield, and Licking County lines, said monument also being the northeast corner of the northwest quarter of said Section 20;

Thence along the common line between Franklin and Fairfield Counties, said line being the north line of said Section 20, North 88° 10' 58" West a distance of 1055.39 feet;

Thence South 1° 49' 02" West a distance of 1215.98 feet to an iron pipe found in the southerly right-of-way line of the Taylor Road Extension, as recorded in Deed Book 684, Page 944, said pin being the northwesterly corner of a 1.933 acre tract conveyed to First Hospitality Company, LLC, as recorded in Deed Book 691, Page 331;

Thence along the westerly line of said 1.933 acre tract South 0° 09' 37" East a distance of 597.33 feet to an iron pipe found (1-1/4" iron pipe – capped with no marking) in the northerly limited access right of way line of Interstate 70, said pin also being the southwesterly corner of said 1.933 acre tract, said pin also being the southeasterly corner of said 5.284 acre tract;

Thence along said northerly line, also being the southerly line of said 5.284 acre tract, also being the southerly line of said 2.308 acre tract the following two courses:

- 3) South 81° 24' 43" West a distance of 344.79 feet to an iron pipe found at an angle point in said line (passing an iron pin set at a distance of 185.50 feet);
- 4) South 84° 57' 13" West a distance of 340.70 feet (passing an iron pin set at 64.90 feet) (also passing the southwesterly corner of said 5.284 acre tract, also being the southeasterly corner of said 2.308 acre tract at a distance of 136.72 feet) to an iron pipe found at the intersection of said northerly line with the easterly limited access right-of-way line of State Route 256 (also known as Reynoldsburg - Baltimore Road);

Thence along said easterly line, also being the westerly line of said 2.308 acre tract, North 06° 50' 08" West a distance of

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232.25 feet to an iron pin set, said pin also being the TRUE POINT OF BEGINNING for the parcel herein described;
Thence continuing along said line North 06° 50' 08" West a distance of 29.16 feet to an iron pin set at an angle point in said line;

Thence continuing along said line North 07° 32' 57" West a distance of 187.77 feet to an iron pipe set at the southwest corner of a 1.687 acre tract conveyed to Ohio Retail II LL, LLC, as recorded in Official Record 1417, Page 3221, said pin also being the northwesterly corner of said 2.308 acre tract;

Thence along the southerly line of said 1.687 acre tract, also being the northerly line of said 2.308 acre tract, North 70° 29' 33" East a distance of 180.67 feet to an iron pin set;

Thence continuing along said line South 74° 57' 20" East a distance of 124.96 feet (passing the northeasterly corner of said 2.308 acre tract, also being the northwesterly corner of said 5.284 acre tract, at a distance of 48.15 feet) to an iron pin set;

Thence leaving said line across said 5.284 acre and 2.308 acre tracts along the following two new courses:

- 1) South 05° 01' 42" East a distance of 219.02 feet to an iron pin set;
- 2) South 84° 58' 18" West a distance of 283.13 feet to the TRUE POINT OF BEGINNING, containing 1.585 acres.

The tract described above is contained within Fairfield County Auditor's Parcel Numbers 044-03793-30, 045-03782-10, 044-03794-00 and 045-03782-00. Of this tract, 1.103 acres is located in Auditor's Parcel Number 044-03793-30, 0.099 acres is located in Auditor's Parcel Number 045-03782-10, 0.378 acres is located in Auditor's Parcel Number 044-03794-00 and 0.005 acres is located in Auditor's Parcel Number 045-03782-00.

Subject to all legal easements, right of ways, and use restrictions of record.

Monuments referred to as iron pins set are 5/8" inch diameter x 30-inch long iron bars with yellow caps stamped WD PARTNERS, P.S. # 8124.

Monuments referred to as iron pipes found are 13/16" pipes marked "EMH&T Inc." unless otherwise noted.

This description was prepared and reviewed on August 8, 2007, by Kevin P. Carpenter, Registered Surveyor Number 8124. This description is based on a survey made in July 2007 under the direction and supervision of Kevin P. Carpenter Registered Surveyor Number 8124.

The bearings used in this description are based on the centerline of Interstate Route 70 (North 72° 28' 35" East), as shown in plans FAI-70-0.00/LIC-70-0.00 as found at the Ohio Department of Transportation. All bearings shown herein are for project use only.

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TRACT 3 (2.221 ACRES)

Situated in the State of Ohio, County of Fairfield, City of Reynoldsburg, being located in Section 20, Township 16, Range 20, Refugee Lands, and being 2.221 acres out of a 5.284 acre tract conveyed to Drury Inns by record in Official Record 1335, Page 1129, all references being to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2219, found at the intersection of the Franklin, Fairfield, and Licking County lines, said monument also being the northeast corner of the northwest quarter of said Section 20;

Thence along the common line between Franklin and Fairfield Counties, said line being the north line of said Section 20, North 88° 10' 58" West a distance of 1055.39 feet;

Thence South 1° 49' 02" West a distance of 1215.98 feet to an iron pipe found in the southerly right of way line of the Taylor Road Extension, as recorded in Deed Book 684, Page 944, said pin being the northwesterly corner of a 1.933 acre tract conveyed to First Hospitality Company, LLC, as recorded in Deed Book 691, Page 331;

Thence along the westerly line of said 1.933 acre tract South 0° 09' 37" East a distance of 597.33 feet to an iron pipe found (1-1/4" iron pipe – capped with no marking) in the northerly limited access right of way line of Interstate 70, said pin also being the southwesterly corner of said 1.933 acre tract, said pin also being the southeasterly corner of said 5.284 acre tract;

Thence along said northerly line, also being the southerly line of said 5.284 acre tract, South 81° 24' 43" West a distance of 185.50 feet to an iron pin set, said pin also being the TRUE POINT OF BEGINNING for the parcel herein described; Thence continuing along said line South 81° 24' 43" West a distance of 159.29 feet to an iron pin found at an angle point in said line;

Thence continuing along said line South 84° 57' 13" West a distance of 64.90 feet to an iron pin set;

Thence leaving said line across said 5.284 acre tract along the following new course, North 05° 01' 42" West a distance of 451.07 feet (passing an iron pin set at 232.05 feet) to an iron pin set on the southerly line of a 1.687 acre tract conveyed to Ohio Retail II LL, LLC as recorded in Official Record 1417, Page 3221;

Thence along said southerly line, also being the northerly line of said 5.284 acre tract, South 74° 57' 20" East a distance of 5.04 feet to an iron pin set;

Thence continuing along said line North 60° 35' 24" East a distance of 50.00 feet to a 2" magnetic nail set in a boulder;

Thence continuing along said line North 85° 24' 16" East a distance of 59.87 feet to an iron pin set at the northwesterly

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corner of a 0.058 acre tract conveyed to the City of Reynoldsburg in Deed Book 684, Page 941;

Thence along the westerly line of said 0.058 acre tract, also being one of the easterly lines of said 5.284 acre tract, South 05° 04' 29" East a distance of 56.98 feet to an iron pin set;

Thence along the southerly line of said 0.058 acre tract, also being one of the northerly lines of said 5.284 acre tract, North 84° 55' 31" East a distance of 45.00 feet to an iron pin set;

Thence leaving said line across said 5.284 acre tract the following three new courses:

1) North 84° 58' 39" East a distance of 48.08 feet to an iron pin set;

2) South 27° 01' 23" East a distance of 54.36 feet to an iron pin set;

3) South 05° 04' 11" East a distance of 352.27 feet to the TRUE POINT OF BEGINNING, containing 2.221 acres;

The tract described above is contained within Fairfield County Auditor's Parcel Numbers 045-03782-00 and 044-03794-00. Of this tract, 1.095 acres is located in Auditor's Parcel Number 045-03782-00, and 1.126 acres is located in Auditor's Parcel Number 044-03794-00.

Subject to all legal easements, right of ways, and use restrictions of record.

Monuments referred to as iron pins set are 5/8" inch diameter x 30-inch long iron bars with yellow caps stamped WD PARTNERS, P.S. # 8124.

Monuments referred to as iron pipes found are 13/16" pipes marked "EMH&T Inc." unless otherwise noted.

This description was prepared and reviewed on August 8, 2007 by Kevin P. Carpenter, Registered Surveyor Number 8124. This description is based on a survey made in July 2007 under the direction and supervision of Kevin P. Carpenter

Registered Surveyor Number 8124.

The bearings used in this description are based on the centerline of Interstate Route 70 (North 72° 28' 35" East), as shown in plans FAI-70-0.00/LIC-70-0.00 as found at the Ohio Department of Transportation. All bearings shown herein are for project use only.

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TRACT 4 (2.219 ACRES)

Situated in the State of Ohio, County of Fairfield, City of Reynoldsburg, being located in Section 20, Township 16, Range 20, Refugee Lands, and being 0.021 acre out of a 1.277 acre tract conveyed to Drury Inns by record in Official Record 1297, Page 2033, and being 2.198 acre out of a 5.284 acre tract conveyed to Drury Inns by record in Official Record 1335, Page 1129, all references being to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2219, found at the intersection of the Franklin, Fairfield, and Licking County lines, said monument also being the northeast corner of the northwest quarter of said Section 20;

Thence along the common line between Franklin and Fairfield Counties, said line being the north line of said Section 20, North 88° 10' 58" West a distance of 1055.39 feet;

Thence South 1° 49' 02" West a distance of 1215.98 feet to an iron pipe found in the southerly right of way line of the Taylor Road Extension, as recorded in Deed Book 684, Page 944, said pin being the northwesterly corner of a 1.933 acre tract conveyed to First Hospitality Company, LLC, as recorded in Deed Book 691, Page 331;

Thence along the westerly line of said 1.933 acre tract South 0° 09' 37" East a distance of 149.92 feet (passing the southeasterly corner of said 1.277 acre tract, also being the northeasterly corner of said 5.284 acre tract, at a distance of 100.87 feet) to an iron pin set, said pin also being the TRUE POINT OF BEGINNING for the parcel herein described;

Thence continuing along said line, also being the easterly line of said 5.284 acre tract, South 0° 09' 37" East a distance of 447.41 feet to an iron pipe found (1-1/4" iron pipe – capped with no marking) in the northerly limited access right of way line of Interstate 70, said pin also being the southwesterly corner of said 1.933 acre tract, said pin also being the southeasterly corner of said 5.284 acre tract;

07G0048 c12
Reynoldsburg, OH

Thence along said northerly line, also being the southerly line of said 5.284 acre tract, South 81° 24' 43" West a distance of 185.50 feet to an iron pin set;

Thence leaving said line, across said 5.284 acre tract the following three new courses:

1) North 05° 04' 11" West a distance of 352.27 feet to an iron pin set;

2) North 27° 01' 23" West a distance of 54.36 feet to an iron pin set;

3) South 84° 58' 39" West a distance of 48.08 feet to an iron pin set at the southeasterly corner of a 0.058 acre tract conveyed to City of Reynoldsburg, as recorded in Deed Book 684, Page 941, said pin also being one of the northwesterly corners of said 5.284 acre tract;

Thence along the easterly line of said tract, also being the easterly right-of-way line of Taylor Square Drive (a public road being 45.00 feet wide), and also being the westerly line of said 5.284 acre tract, North 05° 04' 29" West a distance of 56.60 feet to an iron pipe found at the northeasterly corner of said 0.058 acre tract, said pin also being one of the northwesterly corners of said 5.284 acre tract, said pin also being the southwesterly corner of said 1.277 acre tract;

Thence leaving said line, across said 5.284 acre and 1.277 acre tracts, North 85° 21' 28" East a distance of 291.85 feet (passing a corner of said 5.284 acre and 1.277 acre tracts at a distance of 30.51 feet, and crossing the northerly line of said 5.284 acre tract, also being the southerly line of said 1.277 acre tract, at a distance of 117.27 feet) to the TRUE POINT OF BEGINNING, containing 2.219 acres.

The tract described above is contained within Fairfield County Auditor's Parcel Numbers 044-03795-10, 044-03794-00 and 045-03782-00. Of this tract, 0.021 acres is located in Auditor's Parcel Number 044-03795-10, 1.427 acres is located in Auditor's Parcel Number 044-03794-00 and 0.771 acres is located in Auditor's Parcel Number 045-03782-00.

Subject to all legal easements, right of ways, and use restrictions of record.

07G0048 c12
Reynoldsburg, OH

Monuments referred to as iron pins set are 5/8" inch diameter x 30-inch long iron bars with yellow caps stamped WD PARTNERS, P.S. # 8124.

Monuments referred to as iron pipes found are 13/16" pipes marked "EMH&T Inc." unless otherwise noted.

This description was prepared and reviewed on August 8, 2007 by Kevin P. Carpenter, Registered Surveyor Number 8124. This description is based on a survey made in July of 2007 under the direction and supervision of Kevin P. Carpenter Registered Surveyor Number 8124.

The bearings used in this description are based on the centerline of Interstate Route 70 (North 72° 28' 35" East), as shown in plans FAI-70-0.00/LIC-70-0.00 as found at the Ohio Department of Transportation. All bearings shown herein are for project use only.

07G0048 c12
Reynoldsburg, OH

TRACT 5 (1.353 ACRES)

Situated in the State of Ohio, County of Fairfield, City of Reynoldsburg, being located in Section 20, Township 16, Range 20, Refugee Lands, and being 1.255 acre out of a 1.277 acre tract conveyed to Drury Inns by record in Official Record 1297, Page 2033, and being 0.098 acre out of a 5.284 acre tract conveyed to Drury Inns by record in Official Record 1335, Page 1129, all references being to the Fairfield County Recorder's Office, Fairfield County, Ohio, and being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 2219, found at the intersection of the Franklin, Fairfield, and Licking County lines, said monument also being the northeast corner of the northwest quarter of said Section 20;

Thence along the common line between Franklin and Fairfield Counties, said line being the north line of said Section 20, North 88° 10' 58" West a distance of 1055.39 feet;

Thence South 1° 49' 02" West a distance of 1215.98 feet to an iron pipe found in the southerly right of way line of the Taylor Road Extension, as recorded in Deed Book 684, Page 944, said pin being the northwesterly corner of a 1.933 acre tract conveyed to First Hospitality Company, LLC, as recorded in Deed Book 691, Page 331, said pin also being the northeasterly corner of said 1.277 acre tract, said pin also being the TRUE POINT OF BEGINNING for the parcel herein described;

Thence along the westerly line of said 1.933 acre tract South 0° 09' 37" East a distance of 149.92 feet (passing the southeasterly corner of said 1.277 acre tract, also being the northeasterly corner of said 5.284 acre tract, at a distance of 100.63 feet) to an iron pin set;

Thence leaving said line, across said 5.284 acre and 1.277 acre tracts on a new line, South 85° 21' 28" West a distance of 291.85 feet (passing the southerly line of said 1.277 acre tract, also being the northerly line of said 5.284 acre tract, at a distance of 174.58 feet and again at a distance of 261.34 feet) to an iron pipe found at the northeasterly corner of a 0.058 acre tract conveyed to City of Reynoldsburg, as recorded in Deed Book 684, Page 941, said pin also being on the easterly

07G0048 c12
Reynoldsburg, OH

right-of-way line of Taylor Square Drive (a public road, being 45.00 feet wide), said pin also being one of the southeasterly corners of said 1.277 acre tract;

Thence along said easterly line of Taylor Square Drive, also being the westerly line of said 1.277 acre tract, North 05° 04' 29" West a distance of 14.48 feet to an iron pipe found (1" iron pipe found with cap and a tack in the middle);

Thence continuing along said line with a curve to the right having a radius of 477.50 feet, an arc length of 176.08 feet, a central angle of 21° 07' 43", a chord bearing North 05° 29' 22" East, and a chord distance of 175.09 feet to an iron pipe found;

Thence continuing along said line North 16° 03' 14" East a distance of 50.77 feet to an iron pin set;

Thence continuing along said line with a curve to the right having a radius of 30.50 feet, an arc length of 29.74 feet, a central angle of 55° 51' 50", a chord bearing North 43° 59' 09" East, and a chord distance of 28.57 feet to a 2" magnetic nail set in the southerly right-of-way line of said Taylor Road Extension;

Thence along said southerly line, also being the northerly line of said 1.277 acre tract, South 69° 56' 04" East a distance of 162.71 feet to an iron pipe found;

Thence continuing along said line with a curve to the left having a radius of 1290.00 feet, an arc length of 92.85 feet, a central angle of 4° 07' 27", a chord bearing South 71° 59' 48" East, and a chord distance of 92.83 feet to the TRUE POINT OF BEGINNING, containing 1.353 acres.

The tract described above is contained within Fairfield County Auditor's Parcel Numbers 044-03794-00, and 044-03795-10. Of this tract, 0.098 acres is located in Auditor's Parcel Number 044-03794-00, and 1.255 acres is located in Auditor's Parcel Number 044-03795-10.

Subject to all legal easements, right of ways, and use restrictions of record.

07G0048 c12
Reynoldsburg, OH

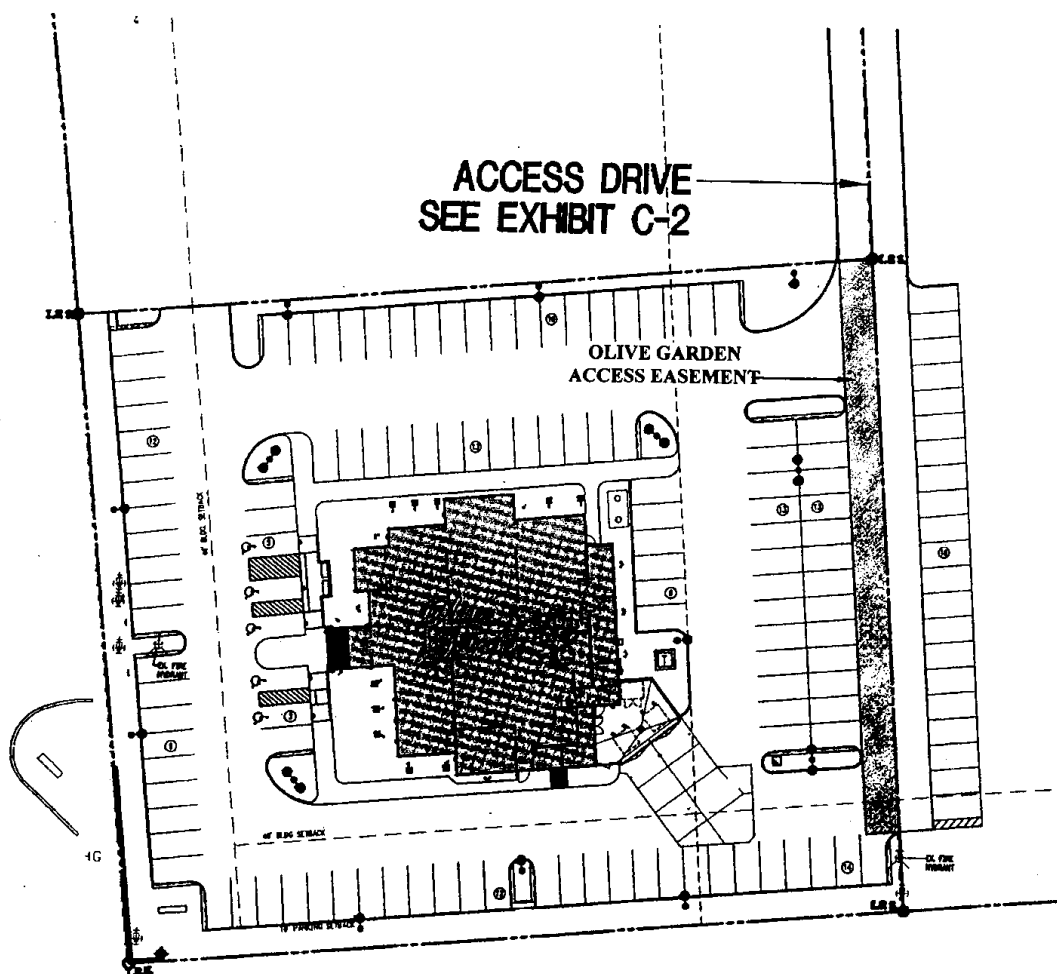
Monuments referred to as iron pins set are 5/8" inch diameter x 30-inch long iron bars with yellow caps stamped WD PARTNERS, P.S. # 8124.

Monuments referred to as iron pipes found are 13/16" pipes marked "EMH&T Inc." unless otherwise noted.

This description was prepared and reviewed on August 8, 2007 by Kevin P. Carpenter, Registered Surveyor Number 8124. This description is based on a survey made in July 2007 under the direction and supervision of Kevin P. Carpenter Registered Surveyor Number 8124.

The bearings used in this description are based on the centerline of Interstate Route 70 (North 72° 28' 35" East), as shown in plans FAI-70-0.00/LIC-70-0.00 as found at the Ohio Department of Transportation. All bearings shown herein are for project use only.

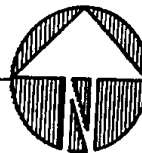
07G0048 c12
Reynoldsburg, OH

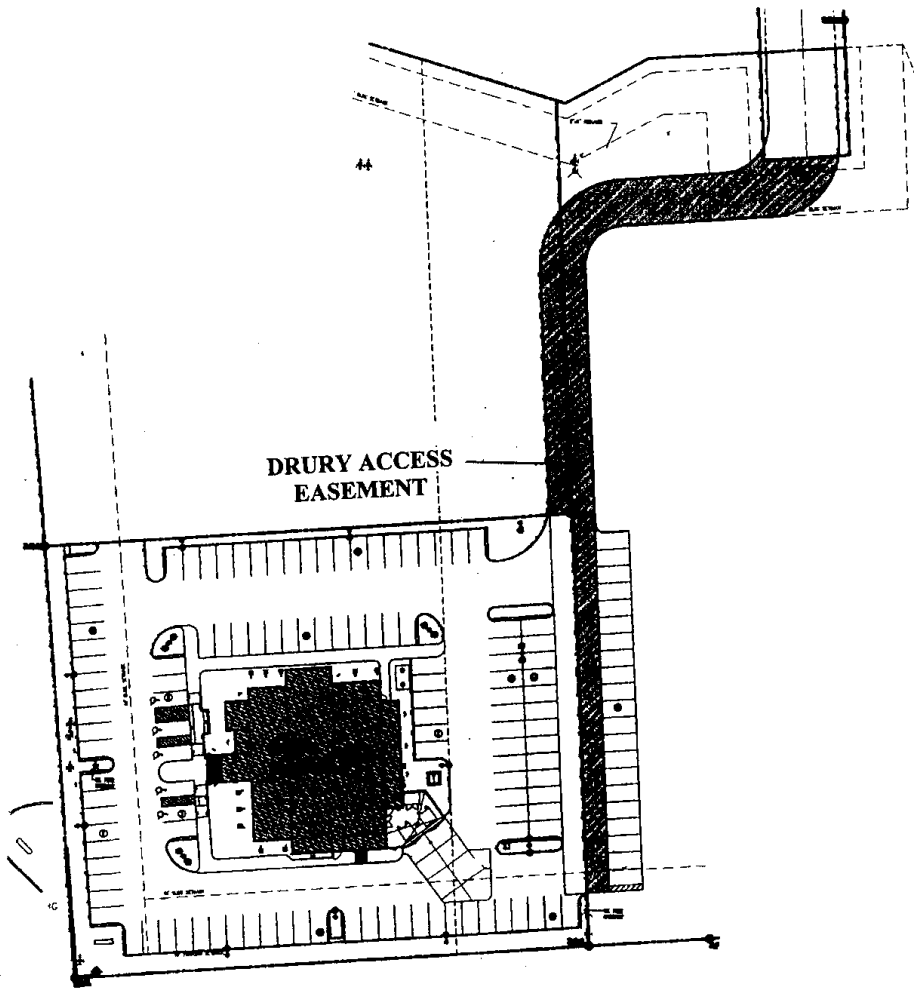


OLIVE GARDEN SITE PLAN EXHIBIT - C-1

SCALE: 1" = 50'-0"

08-31-07





OLIVE GARDEN SITE PLAN EXHIBIT - C-2

SCALE: 1" = 50'-0"

08-31-07

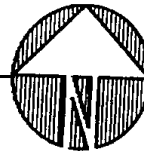
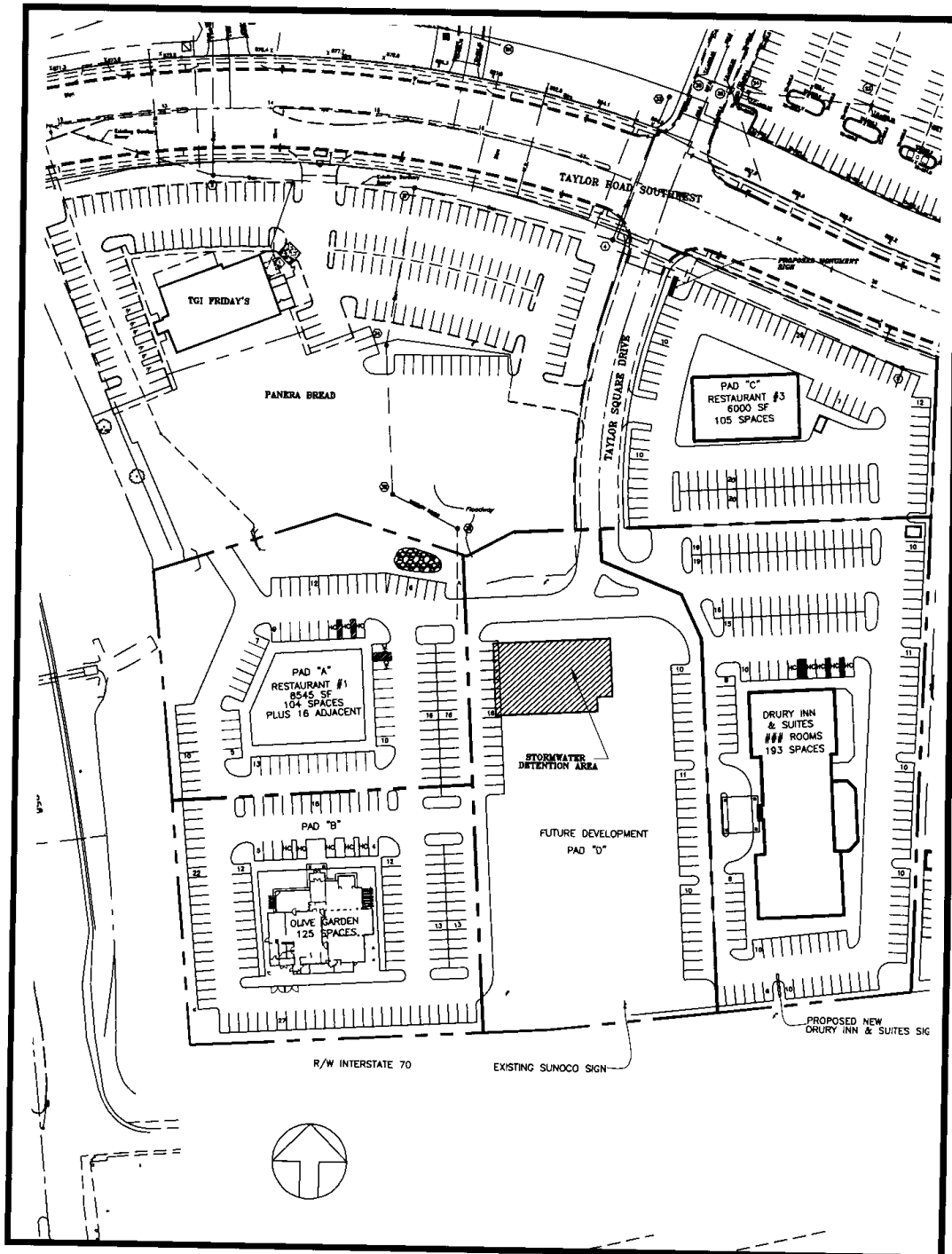


EXHIBIT D



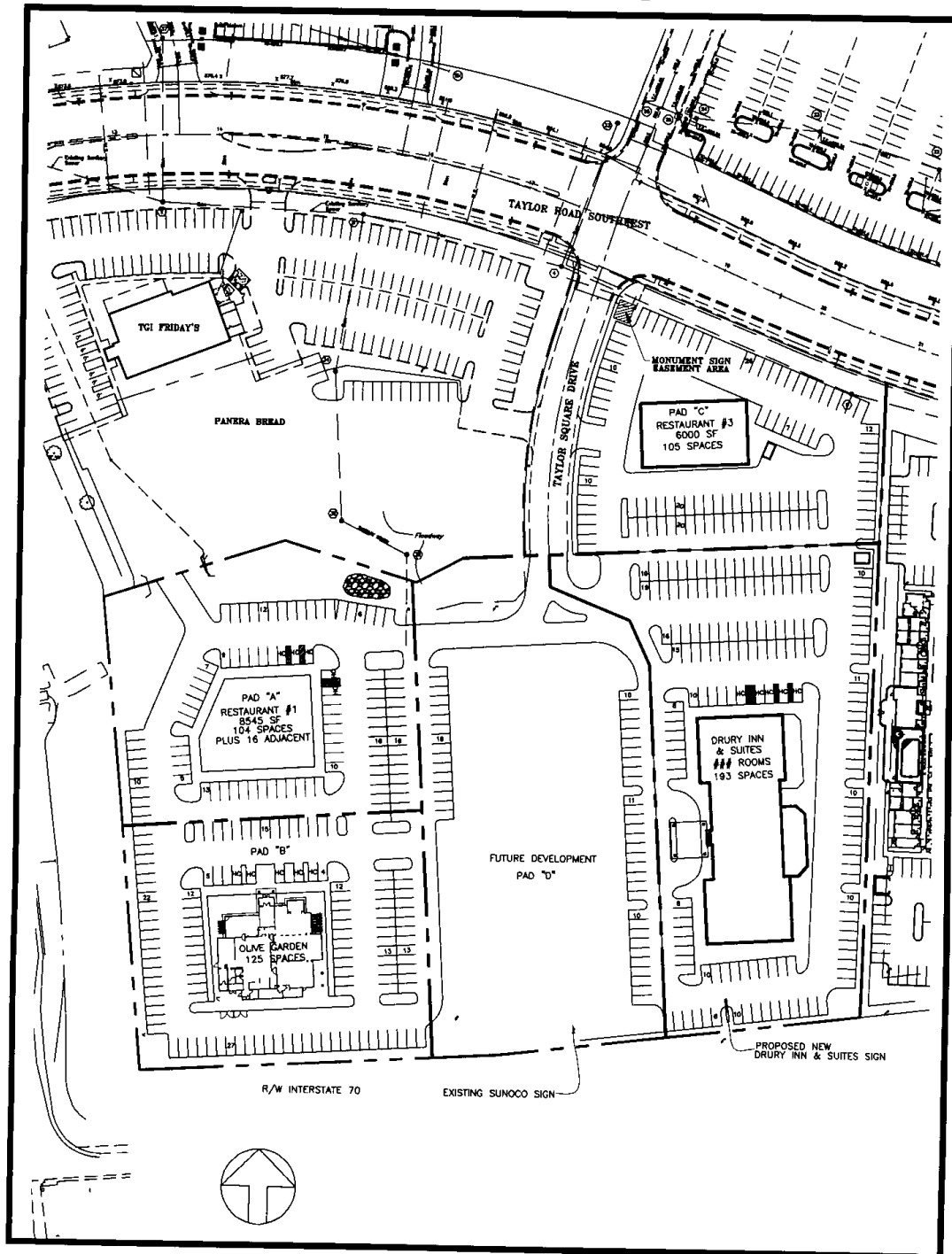
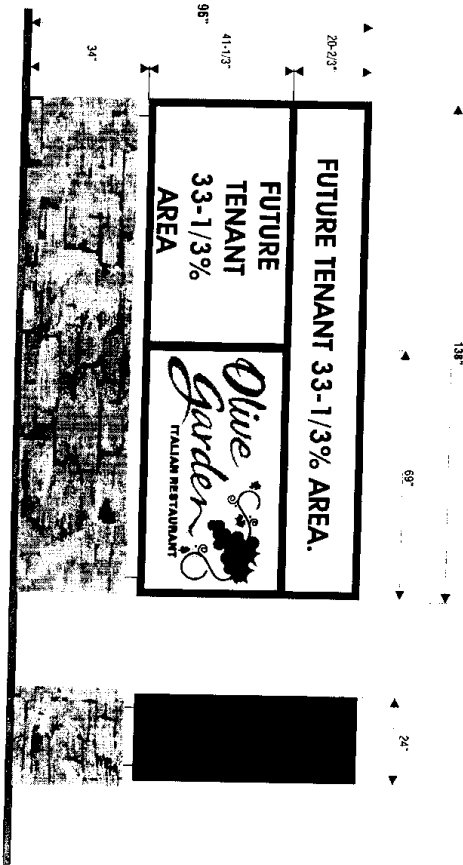


Exhibit "E-2"

ELEVATION OF PROPOSED MONUMENT SIGN BY DEVELOPER.
OLIVE GARDEN TENANT PANELS BY FEDERAL HEATH.

SCALE: 1/2" = 1'-0"



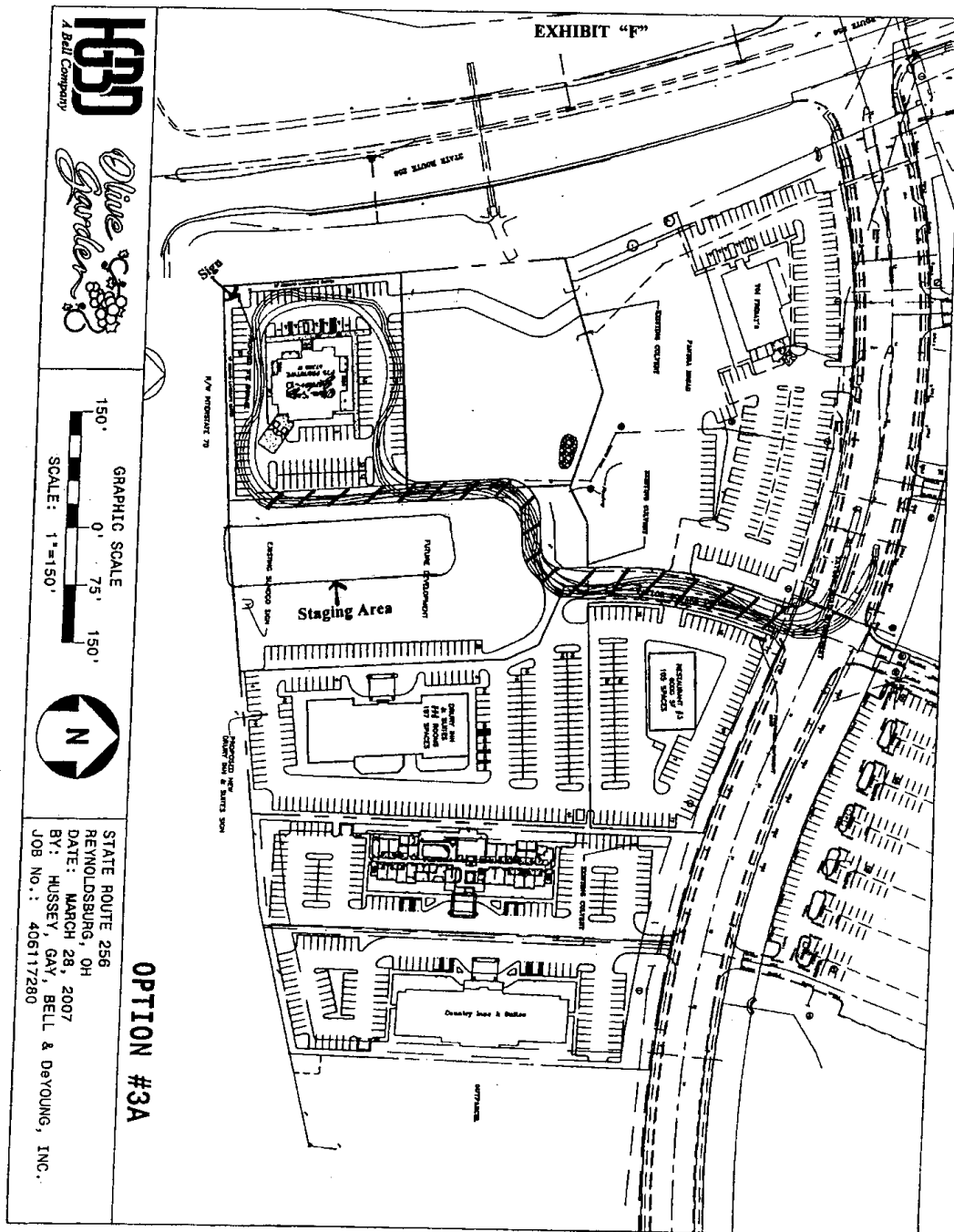
CONCEPTUAL FACE ELEVATION
THIS ELEVATION IS FOR CONCEPTUAL PURPOSES ONLY.
ALL DIMENSIONS ARE APPROXIMATE.
MANUFACTURED SIGN TO BE 41' X 60' 6".
WITH VINYL GRAPHICS APPLIED.

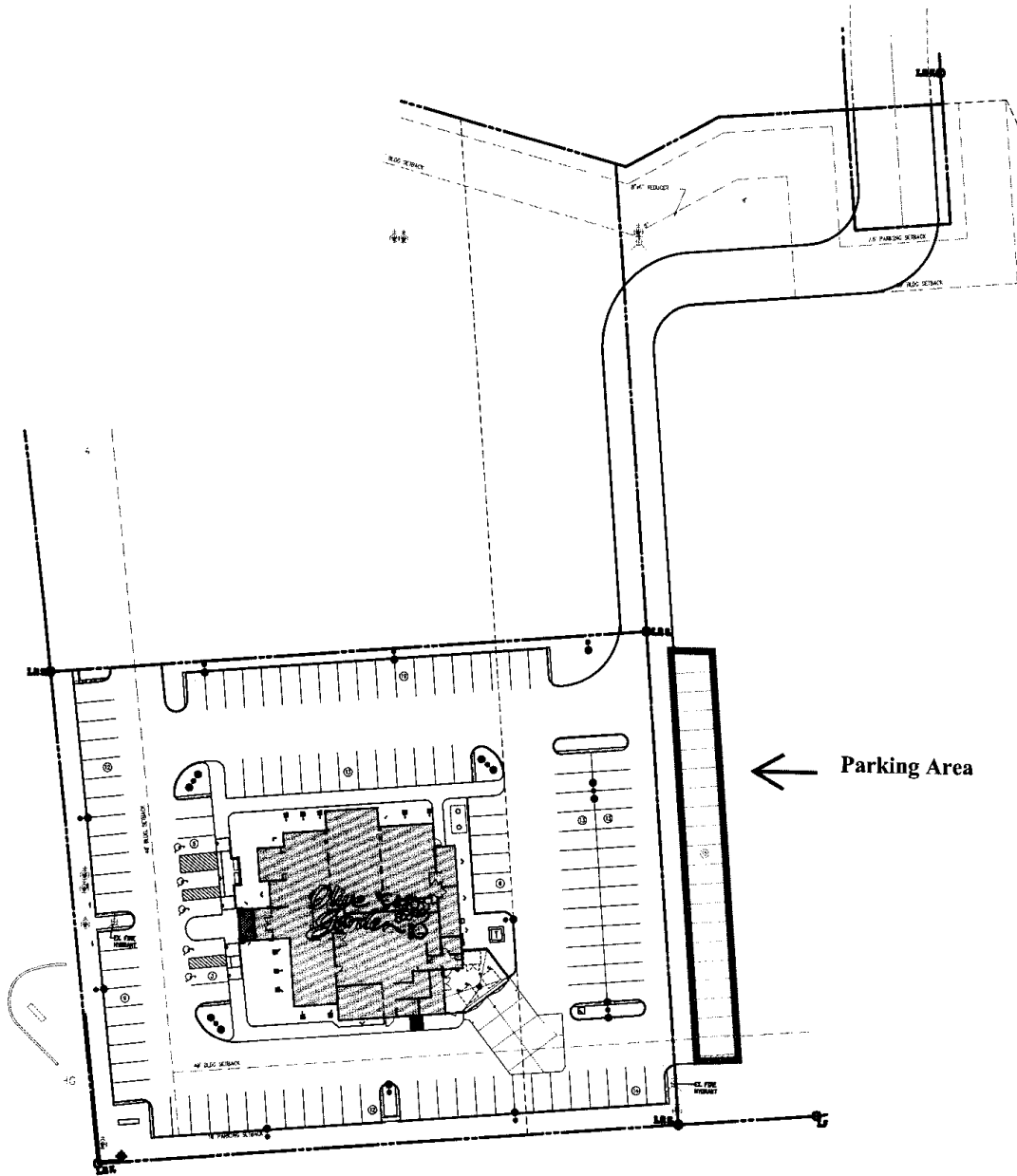
SCALE: 1/2" = 1'-0"



LEAVES: #4200-25 MIM GREEN
W/ 3500-45 BURGUNDY OUTLINE
GRAPES: #350-118 PLUM PURPLE
W/ 3500-45 BURGUNDY OUTLINE
VINES: DOTS: BLACK WHITE
OLIVE GARDEN: 3500-118 VINO GREEN
BKG: 3500-005 NIGHT W/ 350-70
DIFFUSER BACKING
ITALIAN RESTAURANT: #350-118
PLUM PURPLE

FEDERAL HEATH SIGN COMPANY 12000 Oregon Ave. Portland, OR 97228 503-255-4415 • 800-255-1444 • Fax: 503-255-4417		Project Name: OLIVE GARDEN RENOVATION, OH Client: Steve Branton Designer: Steve Branton Date: 6-11-07 Project Number: 06-23-77866-00-01	
Project Name: OLIVE GARDEN RENOVATION, OH Client: Steve Branton Designer: Steve Branton Date: 6-11-07 Project Number: 06-23-77866-00-01		Project Name: OLIVE GARDEN RENOVATION, OH Client: Steve Branton Designer: Steve Branton Date: 6-11-07 Project Number: 06-23-77866-00-01	

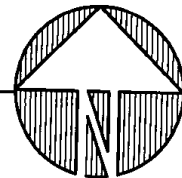


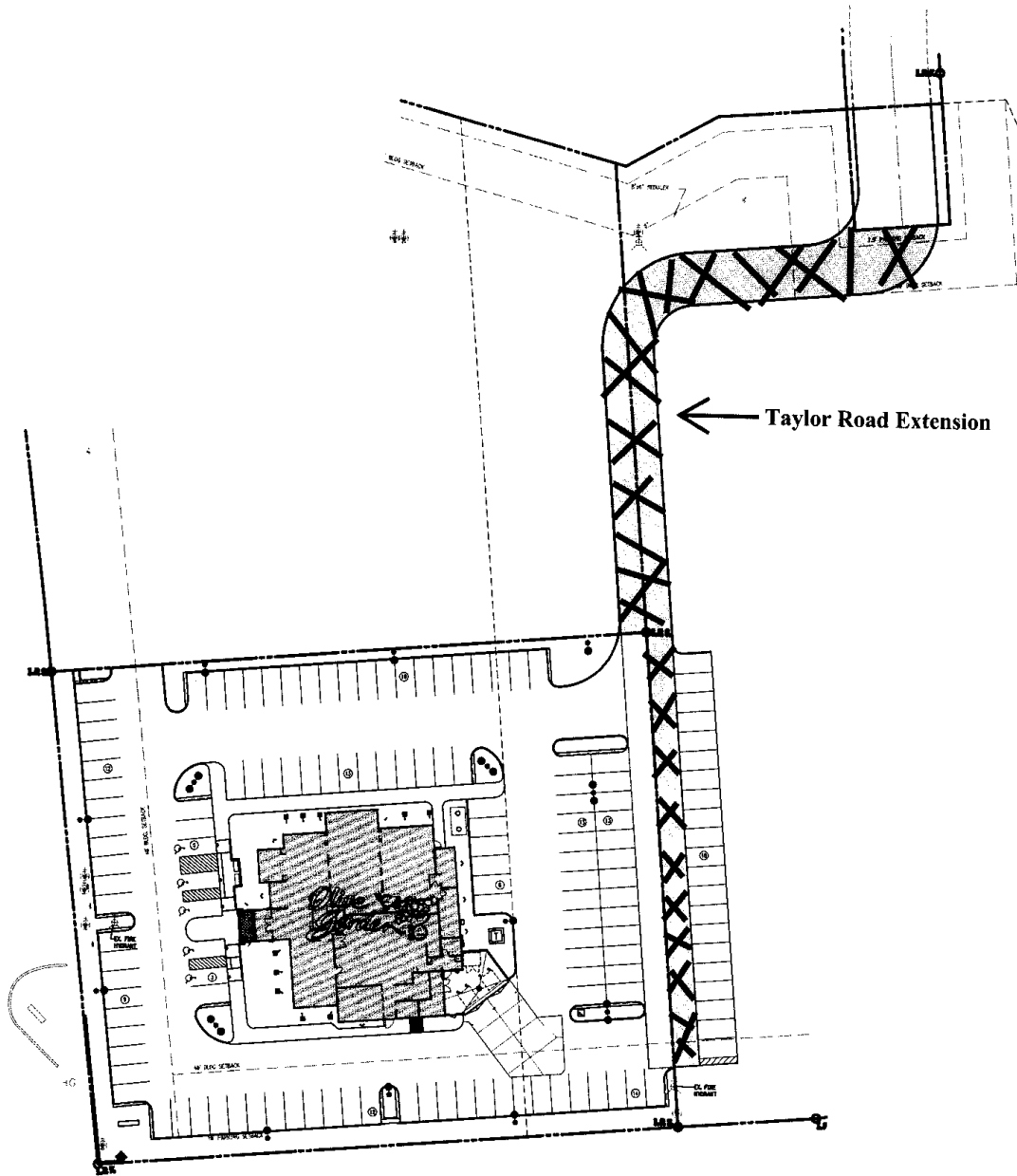


OLIVE GARDEN SITE PLAN EXHIBIT "G"

SCALE: NTS

08-31-07

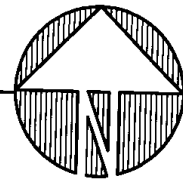




OLIVE GARDEN SITE PLAN EXHIBIT "H"

SCALE: NTS

08-31-07



Marie Meeks

From: Steve Fox <sfox@v3co.com>
Sent: Monday, October 28, 2024 1:08 PM
To: Marie Meeks; Kush Patel
Cc: Phoenix Buathier
Subject: RE: Marriot Townplace Taylor Square OR 1478 PG 3772.pdf

[NOTICE: This email originated outside of the City of Reynoldsburg.]

PID'S 0450378220 and 0440379410 are correct.

Thanks,

Steve Fox
V3 Companies
550 Polaris Parkway, Suite 250
Westerville, OH 43082 | C 614.323.8183 | E sfox@v3co.com

From: Marie Meeks <mmeeks@reynoldsburg.gov>
Sent: Monday, October 28, 2024 12:28 PM
To: Kush Patel <k.patel2923@gmail.com>
Cc: Steve Fox <sfox@v3co.com>; Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: RE: Marriot Townplace Taylor Square OR 1478 PG 3772.pdf

*** CAUTION! EXTERNAL SENDER *** STOP. ASSESS. VERIFY!! ***: Were you expecting this email? Is the grammar and spelling correct? Does the content make sense? Can you verify the sender? If suspicious, report this email to Help Desk. Do not click links. Do not open attachments. Do not enter your username or password.

Good Afternoon,

It appears that on the Conditional Use and Variance applications for 2467 Taylor Square Drive, the parcel numbers that are listed are 0450378210 0450378220, but Parcel ID# 0450378210 is the Olive Garden site.

Please confirm that the correct parcel numbers are 0450378220 and 0440379410.

Thank you,
Marie Meeks
PLANNER I

—
City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

From: Kush Patel <k.patel2923@gmail.com>
Sent: Friday, October 25, 2024 4:03 PM

Marie Meeks

From: Joe Magerko <joe.magerko@violet.oh.us>
Sent: Wednesday, November 13, 2024 3:50 PM
To: Marie Meeks
Cc: Phoenix Buathier
Subject: RE: 2467 Taylor Square Drive - Conditional Use and Variance Applications

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Marie,

We have no issues with the variance.

Joe Magerko Fire Safety Inspector

Violet Township Fire Department
8700 Refugee Rd.
Pickerington Oh, 43147
Office: 614-382-5922
Mobile: 614-565-3225

From: Marie Meeks <mmeeks@reynoldsburg.gov>
Sent: Wednesday, November 13, 2024 11:04 AM
To: Joe Magerko <joe.magerko@violet.oh.us>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: RE: 2467 Taylor Square Drive - Conditional Use and Variance Applications

Hi Joe,

Just following up on this. Would you be able to review the attached applications as soon as you are able?

Thank you for your help!

Marie Meeks
PLANNER 1

—
City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

From: Marie Meeks
Sent: Tuesday, November 5, 2024 9:51 AM
To: 'Joe Magerko' <joe.magerko@violet.oh.us>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: 2467 Taylor Square Drive - Conditional Use and Variance Applications

Good Morning,

I have attached a Conditional Use and Variance Application for 2467 Taylor Square Drive. Please let me know if the

Violet Township Fire Department has any comments about this application by November 12th.

If you have any questions please feel free to reach out.

Thank you for your help!

Marie Meeks
PLANNER 1

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

Marie Meeks

From: Mark Riley
Sent: Thursday, November 7, 2024 9:53 PM
To: Marie Meeks
Cc: Phoenix Buathier
Subject: RE: 2467 Taylor Square Drive - Conditional Use and Variance Application

No comments.

Mark

From: Marie Meeks <mmeeks@reynoldsburg.gov>
Sent: Tuesday, November 5, 2024 9:53 AM
To: Mark Riley <mriley@reynoldsburg.gov>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: 2467 Taylor Square Drive - Conditional Use and Variance Application

Good Morning,

I have attached a Conditional Use and Variance Application for 2467 Taylor Square Drive. Please let me know if the Public Service Department has any comments about these applications by November 12th.

If you have any questions please feel free to reach out.

Thank you for your help!

Marie Meeks
PLANNER 1

—

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

November 25, 2024

Planning and Zoning Board
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

RE: Nancy Dickerson for Reynoldsburg Animal Hospital; 7295 E Main Street: Certificate of Appropriateness Application

Planning and Zoning Board:

Below is the staff review of the above referenced Certificate of Appropriateness Application.

1. Project Summary

- a. **Site Summary:** The subject site is located at 7295 E Main Street. The 0.25-acre site is currently the Reynoldsburg Animal Hospital. The parcel is zoned ORD-C, Olde Reynoldsburg Commercial District. The applicant states the Certificate of Appropriateness is for a fence for screening around a dumpster.
- b. **Surrounding Zoning:** The surrounding zoning consists of ORD-C, Olde Reynoldsburg Commercial District to the north, west, east and south of the subject site. The surrounding land uses consist of a parking lot to the north and west, a proposed barbershop to the East, and a Dwelling – Multi-Unit Building to the south.
- c. **Applicant's Request:** The applicant is proposing to install a 6 foot high pressure treated lumber fence for the purpose of screening a dumpster. The fence is proposed to be 3 feet away from the property line and have a gate for access. The applicant is also proposing to add 6-5/8" steel bollards with yellow safety covers to prevent damage to the interior of the fence.
- d. **Comprehensive Plan:** The 2018 Comprehensive Plan, upon which the current zoning code is based, recommends the Olde Reynoldsburg Commercial District "Strengthen the historic character of the district, by the preservation and reuse of historically significant structures." The Comprehensive Plan also identifies the importance of walkability throughout this area and bringing in different types of business and land uses to strengthen the identity of the city.

2. Project Review

- a. The site and building are located in the ORD-C, which requires a Certificate of Appropriateness to be issued, "prior to commencing new construction or any remodeling, reconstruction, or other exterior building modifications of non-residential structures located within the Olde Reynoldsburg District(s)"
 - i. The Certificate of Appropriateness application appears to meet the following criteria established in Section 1109.19, Certificate of Appropriateness – Olde Reynoldsburg Districts:

1. Enhances the attractiveness and desirability of the district.
 2. Encourages the orderly and harmonious development in a manner in keeping with the overall character of the district.
 3. Improves residential amenities and any adjoining residential neighborhood.
 4. Enhances and protects the public and private investment in the value of all land and improvements within the district.
 5. Satisfies the applicable guidelines set forth under Chapter 1103; and
 6. Overall effects of the project or development on the appearance and environment of the district.
- b. The ORD-C fence requirements allow fencing to be a maximum of 6 feet in height, 100% opacity, zero feet from lot line and made of approved materials.
 - i. The proposed dumpster fencing is proposed to be 6 feet in height, be 100% opacity, located 3 feet from the property line and made of wood.
 1. The applicant will meet all fencing requirements found in Section 1105.11 of the zoning code.
 - c. Service Structures screening requirements allow service structures to be made of a solid, opaque fence of wall or earth berm that encloses the structure on all sides, unless the structure must be frequently accessed, in which case the screening on all but 1 side is required.
 - i. The proposed dumpster screening is made of fence that will enclose the dumpster on all sides, except for one, since the structure will be frequently accessed.
 1. The applicant will meet all fencing requirements found in Section 1105.07.K of the zoning code.
- 3. Recommendation**
- a. Staff recommends approval of the proposed fence to screen the dumpster on the subject site.

NOV = 5 2024

PLANNING AND ZONING BOARD CERTIFICATE OF APPROPRIATENESS

Property Address: <u>7295 E. MAIN ST</u>	Parcel ID(s): <u>060-000118-00</u>
---	---------------------------------------

II. PROPERTY OWNER OF RECORD

Property Owner Name(s): <u>NANCY DICKERSON - TRUSTEE</u>	<u>AMANDA CLARKY - TRUSTEE</u>
Contact Email: <u>N-DICKERSON@ATT.NET</u>	Contact Phone Number: <u>614-270-7683</u>

III. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: <u>REYNOLDSBURG ANIMAL HOSPITAL</u>	Contact Name: <u>DANIEL M. TENNE - OWNER</u>
Contact Email: <u>DTENNE@RAH4PETS.COM</u>	Contact Phone Number: <u>614 861-5755</u>

IV. APPLICANT INFORMATION

Applicant Name: <u>NANCY DICKERSON</u>	Applicant Address:
Applicant Phone Number: <u>614-270-7683</u>	Applicant Email: <u>N-DICKERSON@ATT.NET</u>
☒ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☐ Architect/Engineer ☐ Owner's Consent Attached.	

PROJECT INFORMATION

☐ New Main Building (\$400)	☐ Exterior Modifications/ New Accessory Building (\$200)	☐ Comprehensive Sign Plan (\$150)	☐ Signage (\$75)
Description of Project: <u>DUMPSTER FENCE 12 FT X 12 FT X 6 FT HIGH</u> <u>PRESSURE TREATED LUMBER WITH 6 5/8" STEEL BOLLARDS</u> <u>WITH YELLOW SAFETY COVERS TO PREVENT DAMAGE TO INTERIOR</u> <u>OF FENCE. INCLUDES GATE</u>			

Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Planning & Zoning Administrator.

Applicant Signature: Nancy S. Dickerson Date: 10/24/2024
 By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner.

OFFICE USE ONLY

Additional Notes:	Zoning Information Zoning District: _____	Meeting Date: _____
	☐ Olde Reynoldsburg District	Meeting Results
	Additional Approval Required	☐ Approved as Submitted ☐ Tabled ☐ Approved w/ Conditions ☐ Denied
	☐ PZB	P&Z Admin: _____ Date: _____

CORNERSTONE FENCE COMPANY
913 Fresno St.
Pickerington, OH 43147
614-531-2083

PROPOSAL

DATE	PROPOSAL #
10/22/2024	2714

Name / Address
Reynoldsburg Animal Hospital Nancy S. Dickerson 7295 E. Main St Reynoldsburg, Oh 43068

DESCRIPTION	QTY	RATE	TOTAL:
Fence Installation Proposal 7295 E. Main St. Cornerstone Fence Company agrees to provide material, labor and equipment to perform the following services. Install a 12x12, 6 foot tall treated solid privacy fence. Install a 12 foot double drive gate set as well as four 6 5/8" steel bollards per the drawing. Yellow safety covers will be included. Materials and Installation: Terms: 50% down and the balance upon completion. No permits are included. Cornerstone Fence Company is not responsible for any irrigation, invisible dog fence, private utility lines, unmarked utility lines, drainage or downspouts damaged during installation. Cornerstone Fence Company is responsible for calling OUPS to have the utility lines on the property marked out. By law we must be 18 inches away from all OUPS markings. Customer will be fully responsible for marking out all of their private utility lines that may come into play on this project. Prior to the arrival of Cornerstone Fence Company work force to the construction site, the customer will indicate by stakes or other appropriate signs the exact lines where the new fence is to be erected and will personally (or through an appropriate agent) give any further necessary explanation to Cornerstone Fence Co. as to the lines and grade of the fence. Any clearing needed will be done by others.		6,760.00	6,760.00
		TOTAL:	6,760 ⁰⁰

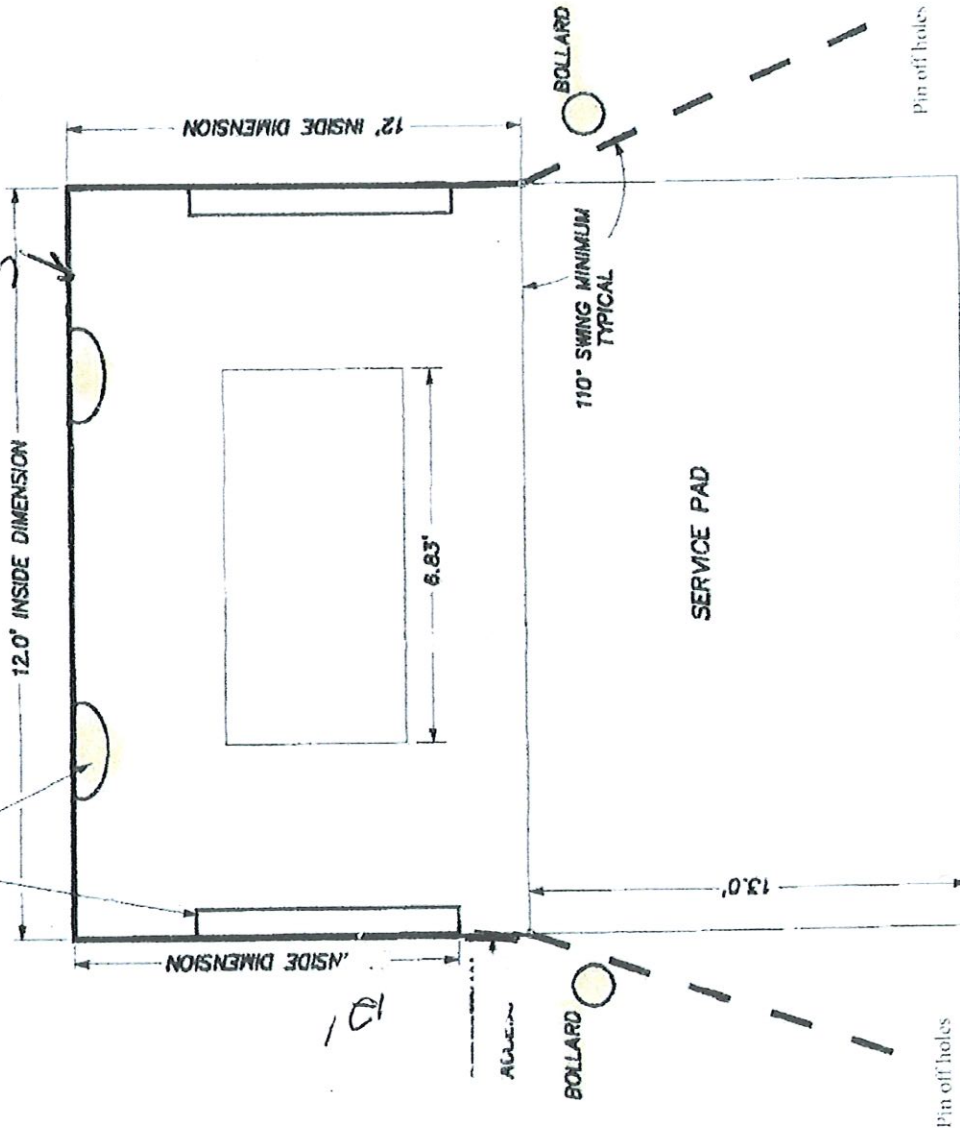
SIGNATURE: *Nancy S. Dickerson*

7275 E. MAIN ST

6' HIGH

PROPERTY LINE

RETAINING WALL
0.67' HIGH CURBS OR
BUMPER TO PREVENT
ENCLOSURE DAMAGE



NTS

Enclosure gates should have rods















Marie Meeks

From: Lieutenant Schmidt <LTSchmidt@truotwp.org>
Sent: Wednesday, November 20, 2024 8:57 AM
To: Marie Meeks
Cc: Phoenix Buathier
Subject: Re: 7295 E Main Street - Certificate of Appropriateness

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Ms. Meeks,

Good morning.

We do not have any commits about this project at this time.

Thanks,

Lieutenant Theo Schmidt, BS
Fire Prevention
Truro Township Fire Department
6305 E. Livingston Ave.
Reynoldsburg, Oh 43068
614-729-1921 (Office)
614-419-0188 (Cell)



"Our Community, Our Commitment"

From: Marie Meeks <mmeeks@reynoldsburg.gov>
Sent: Tuesday, November 19, 2024 10:35 AM
To: Lieutenant Schmidt <LTSchmidt@truotwp.org>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: 7295 E Main Street - Certificate of Appropriateness

Good morning,

Please see the attached Certificate of Appropriateness application for 7295 E Main Street and let me know if the Fire

Department has any comments about this application by November 26th.

Thank you for your help!

Marie Meeks

PLANNER 1

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

November 25, 2024

Planning and Zoning Board
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

RE: Branham Sign Co., Inc. for Bath and Body Works; 2829 Taylor Road: Variance Application
- Signage

Planning and Zoning Board:

Below is the staff review of the above referenced Variance Application.

1. Project Summary

- a. The subject site is located at 2829 Taylor Road. The 8.81 acre site consists of Commercial Center – Outdoor – Large. The building was built in 2000 and existed prior to the 2020 Zoning Code update. The subject site is zoned CC, Community Commercial and is one of many retail units within the commercial center.
- b. The surrounding zoning consist of CC, Community Commercial to the west, east and south of the subject site. SR, Suburban Residential and RM, Residential medium zoning districts are located to the north of the site. The surrounding land uses consist of dwelling – detached and attached single-family to the north, a Commercial Center – Outdoor – Large to the west, Food Sales – Large Format Grocery to the east and food service – fast casual and a financial Services and Banking - with a drive-thru to the south.
- c. The applicant is requesting a variance to allow an additional 21.23 square foot wall sign on the east building elevation. The requested sign would be the second wall on the building. The location of the sign however, is not located on the wall of the building which most nearly parallels Taylor Road.
- d. The applicant’s statement of hardship states that the additional wall sign is needed to allow customers coming from the Walmart direction to easily identify the location of the business, without having to make split second driving decisions. The applicant also states that there was a previous sign there; however it has since been removed.
- e. The 2018 Comprehensive Plan, upon which the current zoning code is based, states that the CC, Community Commercial district “...should promote businesses that rely on a larger geographic market area for their consumer base, along with offices and companies with a regionally-based workforce that can access the district from adjacent, heavily-traveled corridors”.

2. Project Review

- a. The applicant is seeking a variance to Section 1105.03.C.vii.1 Signs in Commercial and Mixed-Use Zones for Wall signs states: “Two (2) wall signs may be erected on the wall of the building which most nearly parallels a street as determined by the Zoning Administrator. The total permitted area for any wall

sign is two (2) square feet per lineal foot of building front facade or tenant space, as applicable. The total permitted wall sign area may be extended to areas of the building where a public entrance is located only. Any wall sign located in accordance with this subsection shall be attached parallel to the building wall, mounted on a raceway, or painted directly on a wall, provided no wall sign shall extend outward from the building wall more than twelve inches (12"). Where a building is located on a corner lot, an additional wall sign may be permitted on both front facade walls which parallel the intersecting streets. One front facade for corner lots can be utilized in calculating the maximum allowable sign square footage. Wall signs shall be composed of wood or metal frames with a face of wood, metal, polycarbonate, vinyl, acrylic or urethane materials."

- i. The applicants sign plan indicates the proposed new wall sign will be internally illuminated.
 - ii. The applicant also states that the wall sign will be made out of acrylic material and will extend no more than half an inch from the existing wall.
 - iii. The proposed second wall sign is not located on the wall of the building most nearly paralleling Taylor Road.
- b. The following variance factors are considered below:
- i. The variance is in accord with the general purpose and intent of the regulations imposed by this Code in the district in which it is located, and shall not be injurious to the area or otherwise detrimental to the public welfare.
 1. Granting the additional wall sign does not meet the general purpose and intent of the sign regulations imposed.
 - ii. The variance will not permit the establishment of any use which is not otherwise listed as a permitted use or a conditional use in the zone or district in which the subject property is situated.
 1. The land use of Commercial Center – Outdoor – Large is a permitted land use in the CC, Community Commercial. Granting the variance would not permit the establishment of a use that would otherwise not be permitted.
 - iii. There exist special circumstances or conditions, fully described in the findings, applicable to the land or structures for which the variance is sought, which are peculiar to such land or structures and which do not apply generally to land or structures in the area, and which are such that the strict application of the provisions of this Code would deprive the property owner of the reasonable use of such land or structures. There must be a deprivation of the beneficial use of land, as opposed to mere loss in value as justification for the variance.
 1. The applicant states the variance is requested for an additional wall sign, due to an additional elevation that can be used for signage to increase visibility of the store and allow smoother traffic. While the applicant is correct with additional visibility in identifying the store. Not having an additional sign, would not deprive the land owner of the beneficial use of the land, since the land use itself is allowed.

- 
- iv. There is proof of hardship or practical difficulty created by the strict application of this Code, beyond simply a showing that greater profit will result if the variance is granted. Economic hardship is not grounds for the variance. Furthermore, the hardship complained of is not self-created nor is it established on this basis by one who purchased with or without knowledge of the restrictions. The hardship results from the application of this Code and is suffered directly by the property in question.
 - 1. The applicant states that not granting this variance would present a lack of safety of patrons traveling towards the store from the east portions of the property. That it is needed to maneuver safely, through the parking lot and shopping center.
 - 2. The applicant originally applied for a new wall sign in May of 2024. Through email and phone discussions, the applicant was informed that a variance would be needed for the second sign. The applicant was also informed that if the sign remained and it was just a face replacement, the legal non-conforming sign could remain. However in June of 2024, the applicant officially withdrew the wall sign. The wall sign on the side of the building has since been removed.
 - v. The variance is necessary for the reasonable use of the land or building, and the variance as granted is the minimum variance that will accomplish this purpose.
 - 1. The applicant has requested the minimum variance possible.
 - vi. The variance will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values of the adjacent area.
 - 1. Granting the variance would not impair the adequate supply of light and/or air to the adjacent property. There would not be an increase in danger of fire, public safety or impair the property value.
 - vii. The variance will not confer on the property owner any special privilege that is unduly denied by this Code to other land, structures, or buildings in the same district.
 - 1. Granting the variance to allow an additional sign for the side of the building that does not have a public entrance to the building, would set a precedence for other businesses in the City to have additional signage.
 - viii. No nonconforming use of neighboring land or structures in the same district and no permitted or nonconforming use of land or structures in other districts are considered as grounds for approval of the variance.
 - 1. Granting the variance would set a precedence for all future applications that were requesting signage on a side of the building that is not permitted in the Zoning Code.
 - ix. The variance is not a matter of convenience when other remedies are available within the provisions of this Code.

1. The applicant does not clearly state why it is not a matter of convenience, however there are no other remedies available within the code to permit the requested sign.

3. Recommendations

- a. The applicant is requesting one additional wall sign on the buildings east elevations. The building currently has a single wall sign on the front of the building. The applicant states the requested additional wall sign, is to help customers identify where the Bath and Body Works is located. Staff feels that granting the additional wall sign, on a side of the building that does not have a public entrance, would go against the Zoning Code. Staff also believes that granting this variance, would set a precedence for other retail and businesses located within the City of Reynoldsburg to have signage located where it is not permitted in the Zoning Code. Based on these reasons, staff recommends denial of the requested variance for an additional wall sign on the buildings east elevation.



Building/Zoning Department
7232 East Main Street
Reynoldsburg, Ohio 43068

*All submissions must include a physical and digital copy. The digital portion of the application can be submitted to the Building Department at: permit@reynoldsburg.gov

App./Case#: 2024-0780
Date Submitted: 10/24/24
Fee Amount: \$450.00

*Please know that an application will not be processed until payment has been received.

PLANNING AND ZONING BOARD VARIANCE AND CONDITIONAL USE APPLICATION

☒ Paid: CK

Property Address: 2829 Taylor Rd. SW	Parcel ID#(s): 0440379530
---	------------------------------

I. PROPERTY OWNER OF RECORD

Property Owner Name(s): Taylor Square Owner LLC	Received
Contact Email:	Contact Phone Number: OCT 24 2024

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Reynoldsburg Building Division

Business Name: Bath and Body Works	Contact Name: Ashley Abney
Contact Email: ashley@rugglessign.com	Contact Phone Number: 859-879-1199, Ext. 138
Description of Use: (426) C - COMMUNITY SHOPPING CENTER	

III. APPLICANT INFORMATION

Applicant Name: Branham Sign Co., Inc.	Applicant Address: 127 Cypress St. SW, Reynoldsburg, OH, 43068
Applicant Phone Number: 740-964-9550	Applicant Email: sbutsko@branhamsign.com
☐ Property Owner ☐ Business Owner/Tenant ☒ Contractor ☐ Architect/Engineer ☒ Owner's Consent Attached.	

PROJECT INFORMATION

CHECK AND DESCRIBE IF APPLICABLE: ☒ Variance ☐ Conditional Use ☐ Variance or Conditional Use Extension (\$50)

☐ Residential (single-family residential only)(\$200) ☒ Non-Residential (all residential except single-family residential)(\$450) ☐ Engineering Report (\$750 [min.])

Request a variance for a second wall sign on the east elevation of the building per code section

1105.03.C.vii.1

Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Planning & Zoning Administrator.

Applicant Signature: [Signature]

Date: 10/23/24

By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner.

OFFICE USE ONLY

Additional Notes:

Zoning Information Additional Approval Required

Zoning District: ☐ Major/Minor Site Plan
☐ Olde Reynoldsburg District ☐ Other:

PZB Meeting

Date:
☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

P&Z Administrator: Date:

Summary

Parcel Number	0440379530
Location Address	2829 2879 TAYLOR RD REYNOLDSBURG OH 43068
Legal Description	R 20 T 16 S 20 NW TIF (Note: Not to be used on legal documents.)
Property Class	C - COMMERCIAL
Land Use	(426) C - COMMUNITY SHOPPING CENTER
Neighborhood	00740000
Legal Acres	8.81
City	REYNOLDSBURG
Township	VIOLET TOWNSHIP
School District	REYNOLDSBURG C.S.D.
Owner Occupancy Credit	NO
Homestead Reduction	NO

[View Map](#)

Owner

Owner
[TAYLOR SQUARE OWNER LLC](#)
250 CIVIC CENTER DR STE 500
COLUMBUS OH 43215
Tax Mailing Address
TAYLOR SQUARE OWNER LLC
250 CIVIC CENTER DR STE 500
COLUMBUS OH 43215

[Submit Mailing / Site Address Correction Request](#)

Valuation

Tax Year 2024 Tentative Valuation

Tax Year	2024
Land Value	\$156,220.00
Building Value	\$0.00
Total Value (Appraised 100%)	\$156,220.00
Land Value	\$54,680.00
Building Value	\$0.00
Total Value (Assessed 35%)	\$54,680.00
Land CAUV Value	\$0.00
Taxable Value	\$54,680.00

Valuation History

Tax Year	Appraised Land Value	Appraised Building Value	Appraised Total Value	Assessed Land Value	Assessed Building Value	Assessed Total Value	CAUV	Taxable Value
2024	\$156,220	\$0	\$156,220	\$54,680	\$0	\$54,680	\$0	\$54,680
2023	\$156,220	\$0	\$156,220	\$54,680	\$0	\$54,680	\$0	\$54,680
2022	\$156,220	\$0	\$156,220	\$54,680	\$0	\$54,680	\$0	\$54,680
2021	\$156,220	\$0	\$156,220	\$54,680	\$0	\$54,680	\$0	\$54,680
2020	\$156,220	\$0	\$156,220	\$54,680	\$0	\$54,680	\$0	\$54,680
2019	\$156,220	\$0	\$156,220	\$54,680	\$0	\$54,680	\$0	\$54,680
2018	\$156,220	\$0	\$156,220	\$54,680	\$0	\$54,680	\$0	\$54,680
2017	\$156,220	\$0	\$156,220	\$54,680	\$0	\$54,680	\$0	\$54,680
2016	\$156,220	\$0	\$156,220	\$54,680	\$0	\$54,680	\$0	\$54,680
2015	\$156,220	\$0	\$156,220	\$54,680	\$0	\$54,680	\$0	\$54,680
2014	\$156,220	\$0	\$156,220	\$54,680	\$0	\$54,680	\$0	\$54,680
2013	\$156,220	\$0	\$156,220	\$54,680	\$0	\$54,680	\$0	\$54,680
2012	\$156,220	\$0	\$156,220	\$54,680	\$0	\$54,680	\$0	\$54,680

Land

Disclaimer: Acreage and Lot Sizes within this section do NOT represent the Legal Survey or Deeded Acreage of the parcel.
Lots Sizes shown here are intended for valuation purposes only.

Description	Acres	Square Feet	Value
Primary Site	3.8100	165,964	\$3,048,000
Secondary Site	5.0000	217,800	\$2,000,000

Total Acres:
8.8100
Total Land-Value:
\$5,048,000

Ashley Abney

From: Grant Woods <GWoods@castoinfo.com>
Sent: Wednesday, October 16, 2024 10:57 AM
To: Ashley Abney
Subject: Re: [External] Signage Review: Bath & Body Works 1290 Taylor Square Reynoldsburg Ohio [Project 104.01.1290.03]
Attachments: BBW 1290 Reynoldsburg OH side wall sign.pdf

Hi Ashley,

Approved as noted copy attached. Please let me know if you have any questions.

Thank you



Grant Woods

Tenant Coordinator | Retail Construction

GWoods@castoinfo.com
614.744.3132 Office | 614.800.8187 Cell
250 Civic Center Drive, Suite 500 | Columbus, Ohio 43215
www.castoinfo.com



From: Ashley Abney <ashley@rugglessign.com>
Sent: Tuesday, October 15, 2024 2:57 PM
To: Grant Woods <GWoods@castoinfo.com>
Subject: RE: [External] Signage Review: Bath & Body Works 1290 Taylor Square Reynoldsburg Ohio [Project 104.01.1290.03]

You don't often get email from ashley@rugglessign.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Grant,

Bath & Body Works is interested in pursuing a variance to be able to install new signage, where old signage was removed during the latest remodel. Sign N, from the original package. I've attached a drawing with just the sign they are asking for a variance on. Please advise if you will approve for us to apply for the variance.

Thanks

Ashley Gamble (Abney)
Ruggles Sign
[859.879.1199 ext. 138](tel:859.879.1199)

From: Grant Woods <GWoods@castoinfo.com>
Sent: Thursday, April 18, 2024 10:45 AM

To: Ashley Abney <ashley@rugglessign.com>

Subject: Re: [External] Signage Review: Bath & Body Works 1290 Taylor Square Reynoldsburg Ohio [Project 104.01.1290.03]

Good morning,

Approved as noted sign package is attached. Please let me know if you have any questions.

Thank you



Grant Woods

Tenant Coordinator | Retail Construction

GWoods@castoinfo.com

614.744.3132 Office | 614.800.8187 Cell

250 Civic Center Drive, Suite 500 | Columbus, Ohio 43215

www.castoinfo.com



From: Ashley Abney <ashley@rugglessign.com>

Sent: Monday, April 15, 2024 1:58 PM

To: Grant Woods <gwoods@castoinfo.com>

Subject: [External] Signage Review: Bath & Body Works 1290 Taylor Square Reynoldsburg Ohio [Project 104.01.1290.03]

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Grant,

Attached are proposed signage shops for Bath & Body Works, Taylor Square, for your review. Please return with your comments/approval.

Thank you,

Ashley Abney | Project Manager

O [859.879.1199](tel:859.879.1199) ext. 138

D [859-297-1915](tel:859.297.1915)

E ashley@rugglessign.com

W rugglessign.com



93 Industry Drive | PO BOX 349

Versailles, KY 40383

[Instagram](#) [LinkedIn](#)

Bath & Body Works (BBW) is a proud member of the City of Reynoldsburg and has re-invested in their local retail store to remain in the community. While doing so, they have retained the intent of the Reynoldsburg Zoning Code and are asking for a variance to continue with the signage that they were originally awarded.

The request is, in fact, to exercise much less than the full extent of the code. Based on their storefront, the zone allows for 159 square feet of signage. The storefront sign is only 43.04 sq. ft. and the secondary sign is only 21.23 sq. ft. In combining both signs together they are only utilizing 40% of their allowance.

BBW is thrilled that Taylor Square Shopping Center has creative features which enhance the shopping experience. One unique feature is the large inset area next to Bath & Body Works. Although imaginative, unfortunately the area has no identification and can be confusing to the public. The BBW sign on the side of the popout structure serves to direct customers to and identify their entrance doors. This provides clarity to both motor vehicle drivers and pedestrians. Without identification on the popout feature, visibility is blocked.

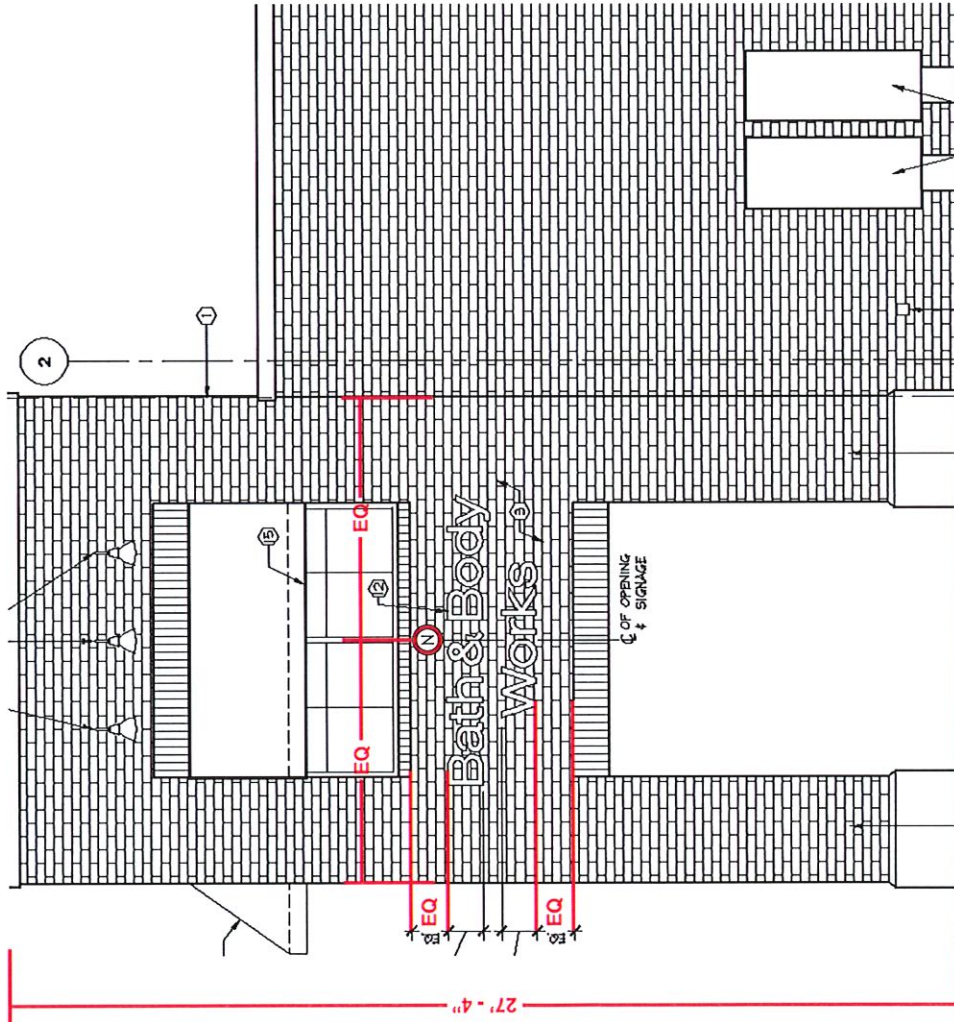
Specifically, motorists at Walmart are able to see and identify the BBW location using the secondary sign from a distance of approximately 225'. Visibility of the front sign is blocked until they are within 125'. Likewise, the secondary sign is visible from the Walmart parking lot and the service road at a distance of 700'. This additional visibility allows motorists to make decisions earlier therefore reducing last minute, abrupt changes in their driving patterns, and increasing safer maneuvering practices.

BBW is not asking for additional signage, only to be allowed to reinstall the same sign that was in place prior to the remodel and that was in place prior to the code adjusting. The replacement sign is changing out like for like, therefore the non-conformity is not increased (per Section 1107.11). (pg. 164)

By granting this variance the Board will not be invoking special privileges or impairing the use of the land. BBW is respectfully requesting reasonable use of the structure to help identify the store's location and entrance.

7. **Temporary Signs.** Temporary signs are permitted provided that any temporary sign may have a maximum area of two (2) square feet and may be located a maximum of three feet (3') above grade. Any temporary sign located in accordance with these provisions shall be constructed of vinyl with metal supports.
- vii. **Signs in Commercial and Mixed-Use Zones. (BMD/EMD Districts, CC Zone, and Innovation Zone).** Subject to the approval of the Planning and Zoning Administrator or the, as applicable, in conjunction with the site plan and design review process required under Section 1109.17, signs shall be permitted in commercial and mixed-use zones as established in Table 1105.03A and in conformity with the following specific provisions:
 1. **Wall sign.** Two (2) wall signs may be erected on the wall of the building which most nearly parallels a street as determined by the Zoning Administrator. The total permitted area for any wall sign is two (2) square feet per lineal foot of building front facade or tenant space, as applicable. The total permitted wall sign area may be extended to areas of the building where a public entrance is located only. Any wall sign located in accordance with this subsection shall be attached parallel to the building wall, mounted on a raceway, or painted directly on a wall, provided no wall sign shall extend outward from the building wall more than twelve inches (12"). Where a building is located on a corner lot, an additional wall sign may be permitted on both front facade walls which parallel the intersecting streets. One front facade for corner lots can be utilized in calculating the maximum allowable sign square footage. Wall signs shall be composed of wood or metal frames with a face of wood, metal, polycarbonate, vinyl, acrylic or urethane materials.
 2. **Projecting Sign.** One (1) projecting sign, including its mounting structure, may be mounted upon and be perpendicular to the wall of a building and shall not extend beyond any other dimension of the wall. It shall not project more than four feet (4') from the wall, and shall not use a guy wire or angle iron support structure unless within the plane of the sign. A projected sign shall be located no less than eight feet (8') above the sidewalk or ground level and no closer than six feet (6') to a street's pavement or curb. Any applicant requesting a permit for a projecting sign which extends over a public right-of-way shall provide for a hold-harmless agreement with the City.
 3. **Awnings.** Awnings may be permitted in addition to or in lieu of a wall sign. Where awnings are used as the primary sign identification, the standards for wall signs shall apply. All new awnings, or changes to awning colors in the design review districts shall be subject to a certificate of appropriateness. Removal and replacement of awning materials that does not involve changes to the awning support structures shall be considered a sign face change. Changes to awning lettering that involve no material or color changes shall not require a zoning sign permit. Awning lettering may not exceed twelve inches (12") in height.
 4. **Monument Sign.** One (1) monument sign with a base constructed of stone, brick, stone veneer or brick veneer may be installed in commercial or mixed-use zones. The monument sign may be a maximum of six feet (6') in height with a maximum surface area of twenty-four (24) square feet. Any monument sign located in accordance with this subsection shall be setback a minimum of ten feet (10') from the front property line or easement line, as applicable.
- viii. **Signs in Open Space/Schools Zone.** Signs in the OS zone shall be subject to review and approval by the Planning and Zoning Administrator or the Planning and Zoning Board as applicable.

STOREFRONT - ELEVATION



Ruggles SIGN
 93 Industry Drive
 PO Box 349
 Versailles, KY 40383
 859.879.1199

WSA MEMBER
 MIA MEMBER

Bath & Body Works

STORE 1290 | SPACE 1 & 2
 TAYLOR SQUARE
 2829 TAYLOR ROAD SOUTHWEST
 REYNOLDSBURG, OH 43068

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.
RUGGLES SIGN DOES NOT PROVIDE PRIMARY ELECTRICAL TO SIGN LOCATION!



Submittal Date: 03/08/24
 Plan Issue / Rev Date:
 Acct Rep: Ashley Abney
 Designer: Jave Williams

REVISIONS

R1:	R6:
R2:	R7:
R3:	R8:
R4:	R9:
R5:	R10:

PAGE 3

- (A) BBW22FL BBW7.5FL acrylic (B) WB3FCO CAN7FL acrylic (C) TMS14.25FL acrylic (E) WEL6.5FL acrylic (F) FC7FL acrylic Qty - 1 Qty - 1 Qty - 1 Qty - 1 Qty - 1
- (G) WF6.5FL acrylic (H) BBW BOPIS EL BLD21 illum cart (I) BBW NS V ADA AG RR PL BBW gray (K) BBW W8 PL18 (L) BBW12FL RPT 2L (M) BBW12FL 2L BBW NS V cust Qty - 1 Qty - 2 Qty - 2 Qty - 1 Qty - 1 Qty - 1 Qty - 1



Ruggles
SIGN

93 Industry Drive
PO Box 349
Versailles, KY 40383
859.879.1199



Bath & Body Works

STORE 1290 | SPACE 1 & 2
TAYLOR SQUARE
2829 TAYLOR ROAD SOUTHWEST
REYNOLDSBURG, OH 43068

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable codes. This sign includes proper grounding and bonding of the sign.

RUGGLES SIGN DOES NOT PROVIDE PRIMARY ELECTRICAL TO SIGN LOCATION!



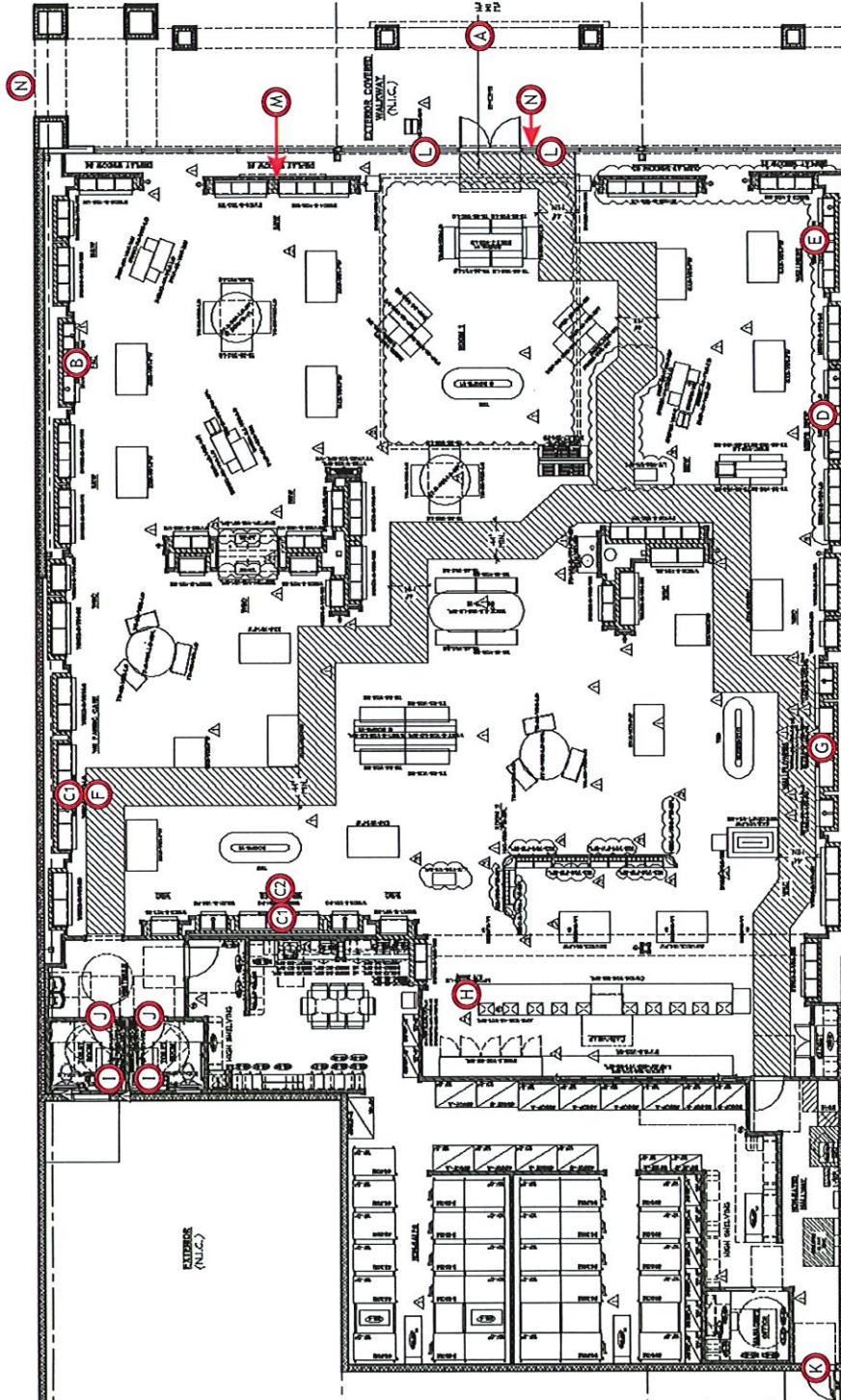
Submittal Date: 03/08/24
Plan Issue/Rev Date:
Acct Rep: Ashley Abney
Designer: Jave Williams

REVISIONS

R1:	R6:
R2:	R7:
R3:	R8:
R4:	R9:
R5:	R10:

PAGE 4

PLAN VIEW



- (A) BBW22FL Qty - 1 (B) BBW7.5FL acrylic Qty - 1 (C) WB3FCO Qty - 2 (D) CAN7FL acrylic Qty - 1 (E) TMS14.25FL acrylic Qty - 1 (F) WEL6.5FL acrylic Qty - 1 (G) WF6.5FL acrylic Qty - 1 (H) BBW BOPIS EL BLD21 illum cart Qty - 1 (I) BBW NS V ADA AG RR PL BBW gray Qty - 2 (J) BBW NS V cust Qty - 1 (K) BBW WB PL18 Qty - 1 (L) BBW3V Qty - 2 (M) BBW12FL RPT 2L Qty - 1 (N) BBW12FL 2L Qty - 1



Bath & Body Works

STORE 1290 | SPACE 1 & 2
TAYLOR SQUARE
3329 TAYLOR ROAD SOUTHWEST
REYNOLDSBURG, OH 43068

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

RUGGLES SIGN DOES NOT PROVIDE PRIMARY ELECTRICAL TO SIGN LOCATION!



Suitable for
Wet Locations

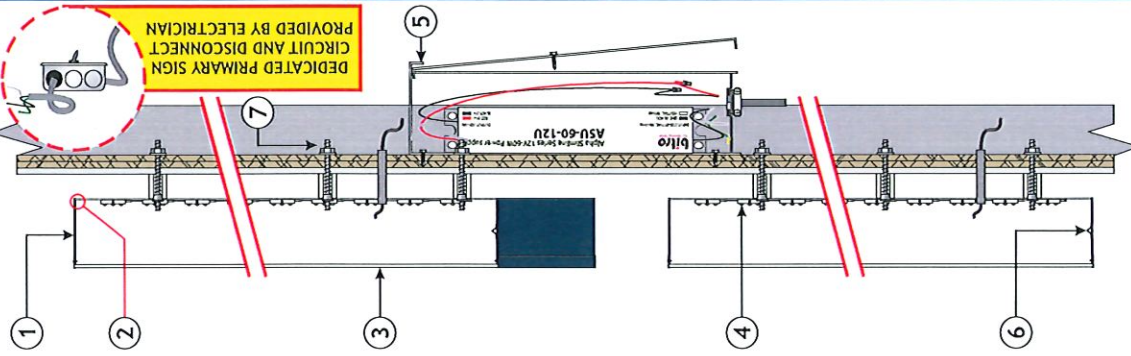
Submittal Date: 03/08/24
Plan Issue/Rev Date: _____
Acct Rep: Ashley Abney
Designer: Jave Williams

REVISIONS

R1: _____ R6: _____
R2: _____ R7: _____
R3: _____ R8: _____
R4: _____ R9: _____
R5: _____ R10: _____

BBW12FL 2L

PAGE 18



BOLD LOGO
21.23 SQ FT

8'-2 5/8"

Bath & Body
Works

SIGN - DETAILS

- ① 3" DEEP ALUMINUM LETTERS WITH ROUTED ALUMINUM BACKS PAINTED SW 9177 SALTY DOG, INTERIOR SURFACES PAINTED HIGH GLOSS WHITE
- ② LETTER RETURNS & BACKS ARE CAULKED TO ELIMINATE LIGHT LEAKS
- ③ 3/16" THICK #7328 WHITE ACRYLIC LETTER FACES WITH 3/4" TRIM CAP SECURED TO LETTER WITH SELF TAPPING SCREW (TO MATCH RETURNS)
- ④ BITRO PLUS 6500K WHITE LED UNITS (PLACED END-TO-END) TO ILLUMINATE LETTERS
- ⑤ 3/8" RIGID CONDUIT FOR LOW VOLTAGE PASS-THRU TO BITRO ASU-60-12U LED DRIVER (120-277 VOLT) CONTAINED IN PAIGE 980054C SNAP 2 ENCLOSURE
- ⑥ DRAIN HOLE IN BOTTOM OF LETTER RETURN WITH LIGHT COVER
- ⑦ LETTERS MOUNT 1/2" OFF SURFACE WITH NON-CORROSIVE FASTENERS AND SPACERS AS REQUIRED, SPACERS PAINTED TO MATCH STOREFRONT (T.B.D.)

- i. **The variance is in accord with the general purpose and intent of the regulations imposed by this Code in the district in which it is located, and shall not be injurious to the area or otherwise detrimental to the public welfare.**

The variance is in accordance with the general purpose of the code and the intent of the variance is not detrimental to the public welfare.

- ii. **The variance will not permit the establishment of any use which is not otherwise listed as a permitted use or a conditional use in the zone or district in which the subject property is situated.**

The variance only permits Bath and Body Works to have a second sign on their portion of the building, whereas most other tenants are only able to have one sign.

- iii. **There exist special circumstances or conditions, fully described in the findings, applicable to the land or structures for which the variance is sought, which are peculiar to such land or structures and which do not apply generally to land or structures in the area, and which are such that the strict application of the provisions of this Code would deprive the property owner of the reasonable use of such land or structures. There must be a deprivation of the beneficial use of land, as opposed to mere loss in value as justification for the variance.**

There is a benefit to the use of the property as the area of the building where the variance is sought has another elevation that can be used for signage, thus increasing the visibility of the store and allow traffic to move smoother and safer.

- iv. **There is proof of hardship or practical difficulty created by the strict application of this Code, beyond simply a showing that greater profit will result if the variance is granted. Economic hardship is not grounds for the variance. Furthermore, the hardship complained of is not self-created nor is it established on this basis by one who purchased with or without knowledge of the restrictions. The hardship results from the application of this Code and is suffered directly by the property in question.**

The hardship presented in this case is a lack of safety of patrons travelling toward the store from the east portions of the property. The lack of a second sign in the location proposed increases a risk of traffic and/or pedestrian harm as the store is located right in the intersection of one of the access roads to the shopping center and could be cause for customers not to be able to safely maneuver through the parking lot and access this store and/or others within the center. This was known at the time of Bath and Body Works moving in, but at that time, they had a wall sign on the east elevation wall to address this.

- v. **The variance is necessary for the reasonable use of the land or building, and the variance as granted is the minimum variance that will accomplish this purpose.**

The variance is not necessary and wouldn't be the minimum that the variance could accomplish.

- vi. **The variance will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values of the adjacent area.**

The variance does not impair any light or air, it will not increase any congestion, does not impact or hurt the public, and will not impair the property values in the area.

- vii. **The variance will not confer on the property owner any special privilege that is unduly denied by this Code to other land, structures, or buildings in the same district.**

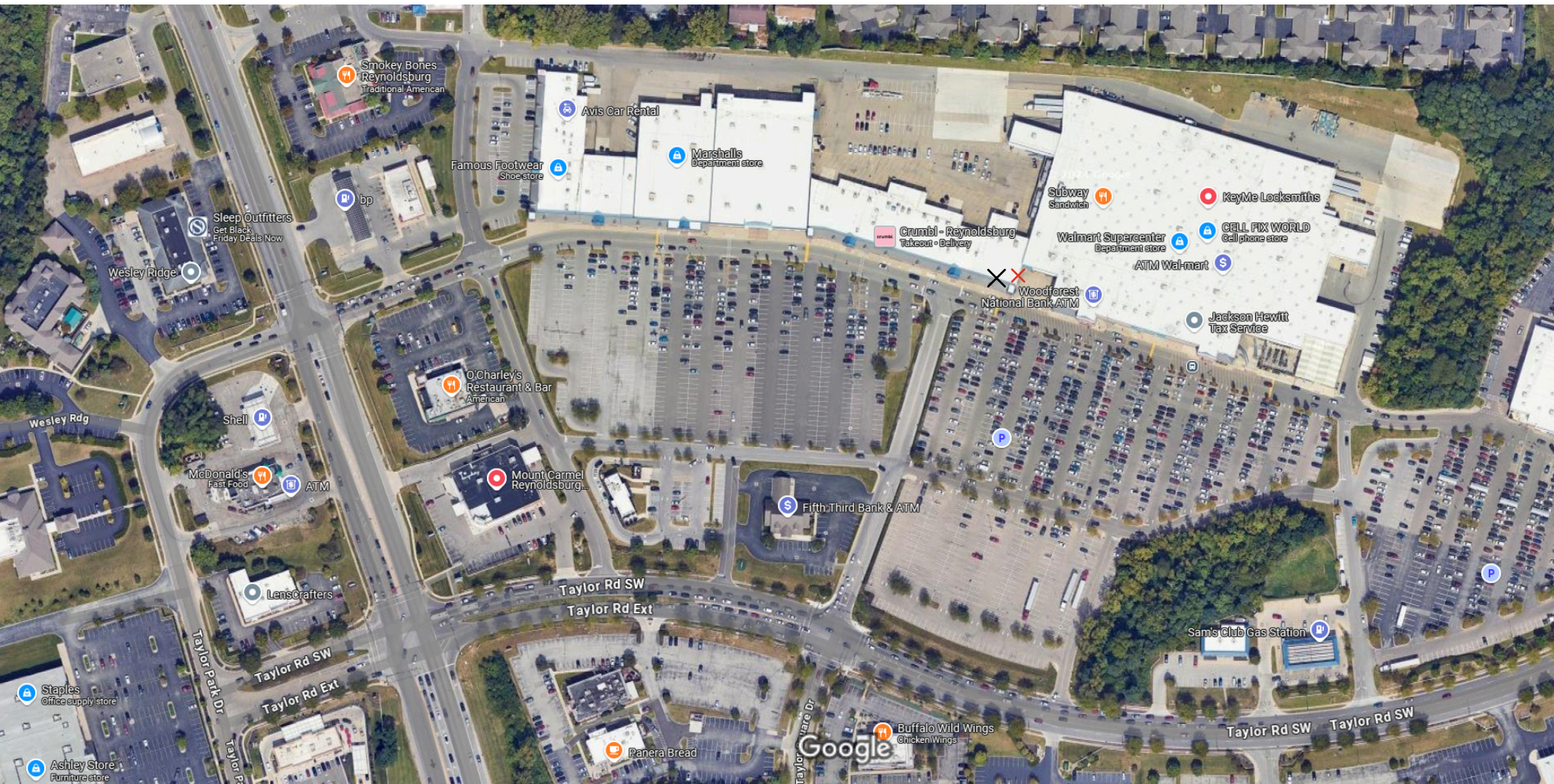
There is no special privilege that would be granted to the property owner by approving the variance.

- viii. **No nonconforming use of neighboring land or structures in the same district and no permitted or nonconforming use of land or structures in other districts are considered as grounds for approval of the variance.**

There are no proposed non-conforming uses or structures in this variance.

- ix. **The variance is not a matter of convenience when other remedies are available within the provisions of this Code.**

The variance is not just for convenience. There is a provided hardship with reasoning for filing the variance.



Imagery ©2024 Airbus, CNES / Airbus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2024 Google 100 ft

✗ Proposed Sign on East Elevation

✗ Existing Sign Permitted on 7/5/24, Permit #2024-00001572

From: [Marie Meeks](#)
To: [Phoenix Buathier](#)
Subject: FW: 2829 Taylor Rd SW Zoning Sign Application 2024-310
Date: Friday, October 25, 2024 3:07:43 PM
Attachments: [image001.png](#)

From: Marie Meeks
Sent: Friday, June 7, 2024 9:13 AM
To: 'Stephen Butsko' <sbutsko@branhamsign.com>
Subject: RE: 2829 Taylor Rd SW Zoning Sign Application 2024-310

Hi Stephen,

Please confirm in a separate email that you are officially withdrawing from Zoning Sign Application 2024-310 (for Sign N).

Thank you,

Marie Meeks
DEPARTMENT OF DEVELOPMENT
Planner 1

—

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6850 | F 614-322-6830

www.reynoldsburg.gov

From: Stephen Butsko <sbutsko@branhamsign.com>
Sent: Friday, June 7, 2024 8:04 AM
To: Marie Meeks <mmeeks@reynoldsburg.gov>
Subject: RE: 2829 Taylor Rd SW Zoning Sign Application 2024-310

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Good Morning Marie,

Bath and Body has elected to remove Sign N from their scope of signage. Please let me know if you need anything else.

Thank you,

Stephen Butsko

127 Cypress Street SW
Reynoldsburg, Ohio 43068
Office 740.964.9550

Direct 614.423.5029

sbutsko@branhamsign.com

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From: Marie Meeks [<mailto:mmeeks@reynoldsburg.gov>]

Sent: Tuesday, June 4, 2024 1:56 PM

To: Stephen Butsko <sbutsko@branhamsign.com>

Subject: RE: 2829 Taylor Rd SW Zoning Sign Application 2024-310

Hi Stephen,

Please keep me updated on what you decide to do with Sign N.

Sign A for application #2024-311 has been approved by zoning and is being reviewed by building, which is a separate department. If you have any questions about the building application process or status please contact permit@reynoldsburg.gov. The building department permitting team handles permitting including building permits.

Thank you,
Marie

From: Stephen Butsko <sbutsko@branhamsign.com>

Sent: Tuesday, June 4, 2024 1:31 PM

To: Marie Meeks <mmeeks@reynoldsburg.gov>

Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Subject: RE: 2829 Taylor Rd SW Zoning Sign Application 2024-310

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Marie,

It is in discussion, but I believe Bath and Body is going to eliminate Sign N from the plans.

What is the status on the other sign? Do you know when we may have an approval so I can get the building permit to you?

Stephen Butsko

127 Cypress Street SW
Reynoldsburg, Ohio 43068
Office 740.964.9550
Direct 614.423.5029

sbutsko@branhamsign.com

[Click to view our online Brochure](#)



From: Marie Meeks [<mailto:mmeeks@reynoldsburg.gov>]
Sent: Friday, May 31, 2024 12:15 PM
To: sbutsko@branhamsign.com
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: 2829 Taylor Rd SW Zoning Sign Application 2024-310

Dear Applicant,

The 21.23 square foot sign (Sign N) is not permitted by code. Per Section 1105.03.C.vii.1, "One (1) wall sign may be erected on the wall of a building which most nearly parallels a street, parking lot or service drive, as determined by the Planning and Zoning Administrator."

An approved variance would be required to allow a second wall sign. If that is the route you would like to go, you would need to apply for a variance. I have attached the variance application to this email – you only would need to fill out the variance portion of the application. The variance application process typically takes around two months. Planning and Zoning board meetings are held the first and third Thursday every month at 6pm in City Council Chambers. The deadline for applications for any Planning and Zoning Board meeting is 3 weeks before the meeting. The deadline to submit the application to be on the upcoming July 2nd meeting is June 11th. If you submit the application after that deadline, your case will be on the next available meeting.

Here is a link to the Planning and Zoning board meetings: [Agendas & Meetings | Reynoldsburg, OH](#)

Please feel free to contact me with any questions.

Thank you,

Marie Meeks

DEPARTMENT OF DEVELOPMENT

Planner 1

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

T 614-322-6850 | F 614-322-6830

www.reynoldsburg.gov

Marie Meeks

From: Stephen Butsko <sbutsko@branhamsign.com>
Sent: Friday, June 7, 2024 9:23 AM
To: Marie Meeks
Subject: Zoning Application 2024-310

We are officially withdrawing this application. The sign will not move forward.

Stephen Butsko

127 Cypress Street SW
Reynoldsburg, Ohio 43068
Office 740.964.9550
Direct 614.423.5029
sbutsko@branhamsign.com

[Click to view our online Brochure](#)



November 21, 2024

Planning and Zoning Board
City of Reynoldsburg
7232 E. Main Street
Reynoldsburg, OH 43068

RE: Ben Dariano of WD Partners for Walmart; 2793 Taylor Road: Variance Application - Signage

Planning and Zoning Board:

Below is the staff review of the above referenced Variance Application.

1. Project Summary

- a. **Site Summary:** The subject site is located at 2793 Taylor Road. The 21.28-acre site consists of an existing Walmart. The site is used as a Food Sales – Large Format Grocery. The subject site is zoned CC, Community Commercial.
- b. **Surrounding Zoning:** The surrounding zoning consists of CC, Community Commercial to the east, west, and south of the subject site, and RM, Residential Medium to the north. The surrounding land uses consist of a commercial center to the west, a Sam’s to the east, and retail, banking, restaurant, and hotel uses to the south.
- c. **Applicant’s Request:** The applicant is requesting a variance to deviate from Section 1105.03.C to allow 14 new wall signs (excluding the new address label, labeled sign #7, which is not considered a sign) that total 683.68 square feet. The applicant states that the intention of the proposed new signage is to improve customer navigation and more clearly identify the location of different areas. The applicant states that they are decreasing the total signage area of the front building façade by 80 square feet and are increasing the total signage area of the auto center by 107 square feet. The applicant states that the site already exceeds the number of allowable signs and that Walmart is requesting a slight increase in the total signage area by 28.48 square feet, or an increase of 4% in total sign square footage.
- d. **Statement of Hardship:** The applicant’s statement of hardship states that the variance is justified due to the size of the building and the fact that the Zoning Code does not distinguish between small, medium, and large-scale business when it applies to sign regulations. The applicant states that although the Code contains a formula to determine total allowable sign square footage based on the length of the front building façade, the Code does not address the need of large-scale businesses to communicate the multiple services being offered. The applicant states that setback requirements and the size of the building creates a scalability issue as it relates to identification signage.
- e. **Comprehensive Plan:** The 2018 Comprehensive Plan, upon which the current zoning code is based, states that the CC, Community Commercial district “...should promote businesses that rely on a larger geographic market area for

their consumer base, along with offices and companies with a regionally-based workforce that can access the district from adjacent, heavily-traveled corridors”

2. Project Review

- a. Section 1105.03.C.vii.1 Signs in Commercial and Mixed-Use Zones for Wall signs states:
 - i. “One (1) wall sign may be erected on the wall of a building which most nearly parallels a street, parking lot or service drive, as determined by the Planning and Zoning Administrator. The total permitted area for any wall sign is two (2) square feet per lineal foot of building façade or tenant space, as applicable. A wall sign shall be attached parallel to the building wall and shall not extend outward from the building wall more than fourteen inches (14”). A sign may be attached to a canopy, marquee or roof that projects beyond a structure provided that no part of such sign extends more than two feet (2’) beyond such roof, canopy or marquee. Where a building is located on a corner lot, wall signs may be permitted on both walls which parallel the intersecting streets. Wall signs shall be composed of wood or metal frames with a face of wood, metal or polycarbonate materials.”
 1. The applicant is requesting to replace all existing wall signage except for an existing 20 square foot tenant sign for Wood Forest National Bank and another existing tenant sign for Subway, for which the square footage was not indicated on the sign plans. The applicant is proposing 14 new wall signs totaling 683.68 square feet. The new signs are proposed to be made of polycarbonate material.
 2. Based on the application, the total front building façade lineal footage is 612’-7.25,” which would allow for a maximum total sign area of approximately 1,225 square feet.
- b. **Variance Standards (i-ix):** The following variance standards are considered below as outlined in Section 1109.11.D:
 - i. The variance is in accord with the general purpose and intent of the regulations imposed by this Code in the district in which it is located, and shall not be injurious to the area or otherwise detrimental to the public welfare.
 1. Section 1105.03.A states “Purpose and Applicability. This section regulates the type, number, design, size, time of display, location, maintenance, and other characteristics of signs in order to: protect the public health, safety, and welfare in all zones and districts; promote clarity in sign communications; promote harmony between and among the physical characteristics of signs and the physical characteristics of surrounding land, structures, and other development features; and to promote attractive and orderly appearance in all districts. The provisions of this section shall apply to all existing signs, to all signs erected or installed after the effective date of this Zoning Code, and to any sign which replaces

an existing sign or component thereof.”

- a. Staff finds that the proposed sign variance for the Walmart sign, labeled sign #1, is in accord with the general purpose and intent of the Code, due to promoting clarity in sign communication and identifying the main business. The proposed variance would not be injurious to the area or otherwise detrimental to public welfare.
 - b. Staff finds that the proposed sign variance for the grocery sign, labeled sign #2, and the home & pharmacy sign, labeled sign #3, do not meet the general purpose and intent of the sign regulations imposed, however, the Zoning Code does not distinguish the square footage between buildings that are 25,000 square feet or larger for Food Sales – Large Format Grocery stores. Due to the fact that Walmart has over 600 feet of building frontage and has over 200,000 square feet of floor area, staff is of the opinion that since the building is so large, additional signage above two separate entry ways is a reasonable request in order to help guide the public into the correct entrance for different sections of the store. Granting the variance would not be detrimental to the public’s welfare.
 - c. Staff finds that the proposed sign variance for the pickup right arrow sign, labeled sign #4, and the auto care right arrow sign, labeled sign #8, do not meet the general purpose and intent of the sign regulations imposed, however, at the time that this building was built a designated pickup area was not a common occurrence. Granting the variance would not be detrimental to the public’s welfare.
 - d. Staff finds that the signs labeled as #5, #6, #9, #10, #11, #12, #13, #14, and #15 are not in accord with the general purpose and intent of the Code. However, granting a variance for these signs would not be detrimental to public welfare.
- ii. The variance will not permit the establishment of any use which is not otherwise listed as a permitted use or a conditional use in the zone or district in which the subject property is situated.
 1. Staff finds that the requested variance does not permit the establishment of a use otherwise not permitted in this zoning district. The land use of Food Sales – Large Format Grocery is a permitted land use in the CC, Community Commercial zoning district.
 - iii. There exist special circumstances or conditions, fully described in the findings, applicable to the land or structures for which the variance is sought, which are peculiar to such land or structures and which do not apply generally to land or structures in the area, and which are such that

the strict application of the provisions of this Code would deprive the property owner of the reasonable use of such land or structures. There must be a deprivation of the beneficial use of land, as opposed to mere loss in value as justification for the variance.

1. The applicant states that the special conditions are not a result of a unique characteristic of the parcel of land. The applicant does cite the size of the building, however, as a reason for needing a variance, due to the Zoning Code not distinguishing between small, medium, and large-scale businesses and the need of large-scale businesses to communicate multiple services being offered.
 - a. Staff finds that the building containing different tenants without the tenants having their own tenant space frontage is a unique condition of the building. Due to the building containing a Subway and Wood Forest National Bank as tenants inside of the Walmart, and that 2 wall signs for the existing tenants are proposed to remain, staff finds that a variance to add the proposed Walmart sign, labeled sign #1, would be a reasonable request due to the special circumstances of the existing structure, and the need to identify the main business. Staff finds that without granting a variance to add the main Walmart sign, the strict application of the Code would deprive the property owner of reasonable use of the existing structure.
 - b. Staff finds that the existing Walmart building has a unique characteristic of being particularly large due to having over 600 feet of building frontage and over 200,000 square feet of floor area. Staff finds that the strict application of the Code would not deprive the applicant's property from the reasonable use of land and structures, but allowing the proposed grocery sign, labeled sign #2, and the home & pharmacy sign, labeled sign #3, would help customers identify the correct entrance of the building for the section of the store that they would like to shop in.
 - c. Staff finds that the existence of a pickup and auto care location is a special circumstance of the building, and that at the time the Zoning Code was written, pickup area and auto care signage was not considered. Staff finds that the strict application of the Code would not deprive the applicant's property from the reasonable use of land and structures, but allowing the proposed pickup right arrow sign, labeled sign #4, and the auto care right arrow sign, labeled sign #8, would help customers identify the correct designated pickup and auto care areas.
 - d. Staff finds that the applicant has not provided a special circumstance to require a variance for the additional requested signage, signs labeled as #5, #6, #9, #10, #11,

#12, #13, #14, and #15.

- iv. There is proof of hardship or practical difficulty created by the strict application of this Code, beyond simply a showing that greater profit will result if the variance is granted. Economic hardship is not grounds for the variance. Furthermore, the hardship complained of is not self-created nor is it established on this basis by one who purchased with or without knowledge of the restrictions. The hardship results from the application of this Code and is suffered directly by the property in question.
 1. The applicant states that the Zoning Code does not consider signage for a large-scale business with multiple services being offered. Staff is of the opinion that the Zoning Code has not considered Food Sales – Large Format Grocery businesses containing tenants within the building that do not have their own tenant space frontage, and that the strict application of the Zoning Code would not allow for a third wall sign to identify Walmart as the primary business, due to the two tenant signs for Subway and Wood Forest National Bank being proposed to remain, and the Zoning Code only allowing a maximum of 2 wall signs on the building façade that most parallels a street. Therefore, staff finds that there is evidence of a hardship for the variance request to allow an additional wall sign, the main Walmart sign, labeled sign #1, in replacement of the existing main Walmart sign, as proposed by the applicant.
 2. Staff finds that there is proof of hardship for the existing Walmart building due to its large building frontage and amount of floor area. Staff is of the opinion that the Zoning Code has not contemplated the need for additional signage based on larger sized Food Sales – Large Format Grocery stores that offer multiple services and have different entry ways based on store sections. Staff finds that there is evidence of a hardship for the variance request to add additional wall signage for the grocery sign, labeled sign #2, and the home & pharmacy sign, labeled sign #3.
 3. Staff finds that there is proof of hardship for the subject site due to the uniqueness of a pickup and auto care area and the difficulty in being able to identify these areas without signage. Staff is of the opinion that, at the time the Zoning Code was written, a pickup area with signage was not an issue addressed, due to curbside pickup only very recently becoming a very common form of customers receiving their goods. Similarly, staff also believes that signage for an auto care area was also not considered. Staff finds that there is evidence of a hardship for the variance request to add wall signage, the pickup right arrow sign, labeled sign #4, and the auto care right arrow sign, labeled sign #8.
 4. Staff finds that the applicant has not provided sufficient evidence of hardship for the additional requested signage, signs labeled as #5, #6, #9, #10, #11, #12, #13, #14, and #15.

- v. The variance is necessary for the reasonable use of the land or building, and the variance as granted is the minimum variance that will accomplish this purpose.
 - 1. Staff is of the opinion that the variance request to allow the main Walmart sign, labeled #1, is necessary for the reasonable use of the building in order to identify the primary business name.
 - 2. Staff finds that the applicant's property holds reasonable use of land and structures without the additional sign variance for the proposed grocery sign, labeled sign #2, and the home & pharmacy sign, labeled sign #3. However, granting the variance for the grocery and home & pharmacy signs would allow customers to easily identify these intended areas.
 - 3. Staff finds that the applicant's property holds reasonable use of land and structures without the additional sign variance for the proposed pickup right arrow sign, labeled sign #4 and the auto care right arrow sign, labeled sign #8. However, granting the pickup and auto care signs would allow customers to easily identify these intended areas.
 - 4. Staff is of the opinion that the applicant's variance request for the additional requested signage, signs labeled as #5, #6, #9, #10, #11, #12, #13, #14, and #15, is not necessary for the reasonable use of the land or building.
- vi. The variance will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values of the adjacent area.
 - 1. Granting the variance would not impair the adequate supply of light and/or air to the adjacent property, increase congestion on public streets, increase the danger of fire, or endanger public safety.
- vii. The variance will not confer on the property owner any special privilege that is unduly denied by this Code to other land, structures, or buildings in the same district.
 - 1. Staff finds that granting the variance for the main Walmart sign, labeled sign #1, would not confer the property owner with special privileges, due to the proposed sign identifying the primary business of the building. Additionally, a building with multiple tenant spaces is allowed to have signage for each tenant space as long as each tenant space has building frontage. In this case, staff is of the opinion that the variance is needed because Walmart has 2 tenants, Subway and Wood Forest National Bank, who do not have tenant space frontage on the building, but have 2 existing tenant signs, and a variance is needed in order for Walmart to replace their main sign that identifies the business.
 - 2. Staff finds that the proposed sign variance for the grocery sign, labeled sign #2, and the home & pharmacy sign, labeled sign #3,

- would not give the property owner special privileges due to the uniquely large size of the building.
3. Granting the variance to allow additional signage for identifying the pickup and auto care area, would help customers locate the correct location for said activity, and would not give the property owner special privileges that have not already been granted before to other sites with pickup areas. In 2022, Target was granted a sign variance by The Board of Zoning and Building Appeals for an additional wall sign for their curbside pickup area, and Kroger received a variance for their pickup area in March of 2024 by the Planning and Zoning Board.
 4. Staff finds that granting the applicant's variance request for the additional requested signage, signs labeled as #5, #6, #9, #10, #11, #12, #13, #14, and #15, would confer on the applicant special privilege if approved.
- viii. No nonconforming use of neighboring land or structures in the same district and no permitted or nonconforming use of land or structures in other districts are considered as grounds for approval of the variance.
1. Staff finds that granting the variance for the main Walmart sign, labeled sign #1, could set a precedent for granting a variance for additional signage in situations where a Retail – Large Format store has tenants within the store that do not have tenant space frontage. However, the Zoning Code did not consider signage for tenants inside of a building that do not have their own tenant space frontage.
 2. Staff finds that granting the variance for the grocery sign, labeled sign #2, and the home & pharmacy sign, labeled sign #3, could set a precedent for granting a variance for additional signage in situations where a Food Sales – Large Format Grocery store has an unusually large building frontage and floor area. However, the Zoning Code did not consider allowing additional signage for particularly large Food Sales – Large Format Grocery stores that offer multiple services and have different section entrances within the store.
 3. Staff finds that granting the variance for the pickup right arrow sign, labeled sign #4, and the auto care right arrow sign, labeled sign #8 would not set a precedent because a variance for a pickup sign has already been granted for a Food Sales – Large Format Grocery store, with Target receiving a sign variance for their pickup area in 2022, and Kroger receiving a variance for their pickup area in March of 2024.
 4. The applicant states that a variance for signage has previously been approved for this site, and that they are simply requesting to increase the previously approved variance. However, staff has not found any documentation regarding a previously approved sign variance for this property. Staff has found an approved Certificate

of Appropriateness for a sign package at the property for a total of 11 signs totaling 591.87 square feet in December 2016 by the Design and Review Board, an updated Certificate of Appropriateness to revise the previously approved sign package and add 2 new signs, for a total of 655.06 square feet, in February 2017 by the Design and Review Board, and another Certificate of Appropriateness in April 2017 by the Design and Review Board to relocate 3 previously approved signs. Staff finds that granting the applicant's variance request for the additional requested signage, signs labeled as #5, #6, #9, #10, #11, #12, #13, #14, and #15, would set a precedence for all future applications from other neighboring lands to request additional signage.

- ix. The variance is not a matter of convenience when other remedies are available within the provisions of this Code.
 - 1. Staff finds that the requested variance for the main Walmart sign, labeled sign #1 is not a matter of convenience.
 - 2. Staff finds that the proposed sign variance for the grocery sign, labeled sign #2, and the home & pharmacy sign, labeled sign #3, is not a matter of convenience.
 - 3. Staff finds that the requested variance for the pickup right arrow sign, labeled sign #4 and the auto care right arrow sign, labeled sign #8 is not a matter of convenience.
 - 4. Staff finds that applicant's variance request for the additional requested signage, signs labeled as #5, #6, #9, #10, #11, #12, #13, #14, and #15, is a matter of convenience due to the applicant having the option of putting up smaller directional signage that is able to convey the same message.

3. Recommendation

- a. Staff recommends approval of the variance for a 361 square foot main Walmart sign, labeled sign #1, based on the following reasons:
 - i. The proposed sign meets the general intent and purpose of the Code by promoting clarity in sign communications and identifying the main business.
 - ii. Staff finds that the building containing different tenants without the tenants having their own tenant space frontage is a unique condition of the building.
 - iii. Staff is of the opinion that the Zoning Code has not considered Food Sales – Large Format Grocery businesses containing tenants within the building that do not have their own tenant space frontage, and that the strict application of the Zoning Code would not allow for a third wall sign to identify Walmart as the primary business.
- b. Staff recommends approval of the variance for a 26.27 square foot grocery sign, labeled sign #2, and a 60.74 square foot home & pharmacy sign, labeled sign #3, based on the following reasons:
 - i. Staff finds that due to the existing Walmart building having over 600 feet

- of building frontage and over 200,000 square feet in floor area, the building is particularly large and presents a special circumstance of the site.
- ii. Staff finds that there is proof of hardship for the subject site due to the unique size of the building and that the Zoning Code has not considered Food Sales – Large Format Grocery stores that offer multiple services and have two separate entrances based on the types of products and goods that are sold in that section of the store.
 - iii. Staff finds that granting the variance request would not confer the property owner with special privileges due to the unique size of the building and the fact that the Zoning Code did not contemplate allowing more signage for uniquely large Food Sales – Large Format Grocery stores.
- c. Staff recommends approval of the variance for a 40.95 square foot pickup right arrow sign, labeled sign #4, and a 16.25 square foot auto care right arrow sign, labeled sign #8, based on the following reasons:
- i. Staff finds that the existence of a pickup location is a special circumstance of the building, and that at the time the Zoning Code was written, pickup and auto care area signage was not considered.
 - ii. Staff finds that there is proof of hardship for the subject site due to the uniqueness of a pickup and auto care area and the difficulty in being able to identify these areas without signage.
 - iii. Staff finds that granting the variance for the proposed pickup and auto care sign would not set a precedent because a variance for a pickup sign has already been granted for a Target in 2022 and a Kroger in 2024.
- d. Staff recommends denial of the variance for the additional requested signage, signs labeled as #5, #6, #9, #10, #11, #12, #13, #14, and #15 due to the following reasons:
- i. Staff finds that granting the applicant's variance request for the additional requested signage would confer on the applicant special privilege if approved.
 - ii. Staff finds that granting the applicant's variance request for the additional requested signage would set a precedence for all future applications from other neighboring lands to request additional signage.
 - iii. Staff finds that applicant's variance request for the additional requested signage is a matter of convenience due to the applicant having the option of putting up smaller directional signage that is able to convey the same message.
 - 1. However, if the Planning and Zoning Board considers any of the signs labeled #10, #11, #12, #13, #14, and #15 to be "directional signage," then a variance would not be needed, due to directional signage not requiring a variance.

PLANNING AND ZONING BOARD VARIANCE AND CONDITIONAL USE APPLICATION

☐ Paid: _____

Property Address: 2793 Taylor Rd. Ext.	Parcel ID#(s): 0440379520
--	-------------------------------------

I. PROPERTY OWNER OF RECORD

Property Owner Name(s): Walmart	
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 479-273-4000

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: Walmart	Contact Name: Real Estate
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 479-273-4000
Description of Use: Existing Walmart store- no change	

III. APPLICANT INFORMATION

Applicant Name: WD Partners	Applicant Address: 7007 Discovery Blvd.
Applicant Phone Number: 614-634-7219	Applicant Email: ben.dariano@wdpartners.com
☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer ☐ Owner's Consent Attached.	

PROJECT INFORMATION

CHECK AND DESCRIBE IF APPLICABLE: ☒ Variance ☐ Conditional Use ☐ Variance or Conditional Use Extension (\$50)

☐ Residential (single-family residential only)(\$200) ☒ Non-Residential (all residential except single-family residential)(\$450) ☐ Engineering Report (\$750 [min.])

Alterations to existing Walmart sigange on store

Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Planning & Zoning Administrator.

Applicant Signature: Ben Dariano Date: 8/16/24

*By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner. *

OFFICE USE ONLY

Additional Notes:	<u>Zoning Information</u>	<u>Additional Approval Required</u>	<u>PZB Meeting</u>
	Zoning District: _____	☐ Major/Minor Site Plan	Date: _____
	☐ Olde Reynoldsburg District	☐ Other: _____	☐ Approved as Submitted
			☐ Approved w/ Conditions
			☐ Tabled
			☐ Denied
P&Z Administrator: _____		Date: _____	

Section 1109.15

CONDITIONAL USES

Initiating a Conditional Use

A conditional use application shall be submitted to the Planning & Zoning Administrator at least twenty-one (21) days prior to the regularly scheduled meeting of the Planning and Zoning Board. The Board meets on the first and third Thursday of each month (except December).

The Board may determine that additional studies or expert advice are necessary to evaluate a proposed Special Exception relative to the requirements of the Code. *See next page for more details.*

Along with a completed application form, please submit eleven (11) hardcopy packets of all required items. Please also submit one (1) electronic copy, a PDF or similar scan of the completed application and packet.

What information must be provided with a Conditional Use ?

An application for a Conditional Use shall be submitted using the attached form and shall include the following:

- ☐ Description of the existing use of the lot and of adjacent lots
- ☐ A statement of the conditional use for which the application is submitted.
- ☐ The application shall also include a description of the activities proposed on the site, including the goods and services, hours of operation, anticipated number of employees, nature and volume of delivery activity, and other information which will enable the Board to understand the nature of the proposed use and its potential impacts;
- ☐ A plan of the proposed site and improvements showing the proposed location of all structures, parking and loading areas, streets and traffic accesses, open spaces, refuse and service areas, utilities, signs, yards, landscaping, and other relevant features;
- ☐ A narrative statement discussing the compatibility of the proposed use with the existing uses of adjacent lots including an evaluation of the effects on adjoining lots of such elements as traffic circulation, noise, glare, odor, fumes, vibration, and storm water, and any measures proposed to mitigate such effects;

- ☐ A narrative addressing each of the applicable criteria set forth in section 1145.09

Such other information as the Board deems necessary to make a determination of the compliance of the proposed use with the applicable standards and regulations may be required. Such additional information may include, but shall not be limited to:

- Traffic impact analysis;
- Storm water impact analysis;
- Utility impact analysis.

How much will a Conditional Use cost?

The fee for a Conditional Use is two hundred dollars (\$200) for a residential conditional use, and four hundred and fifty dollars (\$450) for all other conditional requests.

What is the time frame for review of a Conditional Use Permit?

An application for a Conditional Use Permit will take approximately one to two months. The Planning and Zoning Administrator will review the application and determine if it warrants public review. If it is determined it needs public review, the application will then be placed on the next Planning and Board Meeting.

Who may I call if I have questions?

Contact the Planning & Zoning Administrator at 614-322-6829.

OR Visit our website at:

<http://www.reynoldsburg.gov>

Section 1109.15

STANDARDS FOR ALL CONDITIONAL USES

In review of a Conditional Use application, the Board shall consider whether the application is complete and whether it provides adequate evidence that the proposed special exception is consistent with the following standards:

- ☐ The proposed use shall be in harmony with the existing or intended character of the district and nearby affected districts and shall not change the essential character of the districts;
- ☐ The proposed use shall not adversely affect the use of adjacent property;
- ☐ The proposed use shall not adversely affect the health, safety, morals, or welfare of persons residing or working in the neighborhood;
- ☐ The proposed use shall be served adequately by public facilities and services such as, but not limited to, roads, police and fire protection, storm water facilities, water, sanitary sewer, and schools;
- ☐ The proposed use shall not impose a traffic impact upon the public right-of-way significantly different from that anticipated from permitted uses of the district;
- ☐ The proposed use shall be in accord with the general and specific objectives, and the purpose and intent of this Zoning Code and the Land Use Plan and any other plans and ordinances of the City;
- ☐ The proposed use complies with the applicable specific provisions and standards of this Code;
- ☐ The proposed use shall be found to meet the definition and intent of a use specifically listed as a special exception in the district in which it is proposed to be located, except as otherwise provided by this Zoning Code.

In approving a Conditional Use, the Planning and Zoning Administrator or the PZB may impose such conditions as deemed necessary to protect the public welfare, preserve the purpose and intent of the Code. Such conditions may include:

- Locations, setbacks, and configurations of structures and of uses of interior and exterior spaces;
- Screening comprised of landscaping, walls, fencing or other materials or construction;
- Access points and traffic management provisions, including those impacting vehicular and pedestrian access and the locations and design of parking facilities;
- Noise control measures, including those regulating loudspeakers or irregular vehicular or equipment noise;
- Other features of construction, including but not limited to paving and parking, signs, and landscaping;
- Hours and method of operation
- Maintenance of the site, structures, landscaping;
- Means of controlling glare, vibration, odors, dust, smoke, hazardous materials, refuse matter, water-carried waste, and storm water; and
- A time limit for operation of the use.

Section 1109.13 VARIANCES

Initiating a Variance Request

A variance application shall be submitted to the Planning & Zoning Administrator at least twenty-one (21) days prior to the regularly scheduled meeting of the Planning and Zoning Board. The Board meets on the first and third Thursday of each month (except December).

What information must be provided for a Variance?

A property owner seeking a Variance shall submit a written request for Variance on forms provided by the Planning & Zoning Administrator. Such request shall include the following:

- ☐ Name, address, and telephone number of the property owner(s) and owner's agent(s);
- ☐ Legal description, address, tax district and parcel number of the property;
- ☐ Description of the nature of the variance requested and a statement address each of the standards for variance in the Code (see section 1109.13);
- ☐ Statement of the hardship;
- ☐ Such other information and exhibits as may be appropriate to establish the facts of the appeal and the grounds for relief.

***Note: The application must be signed by the property owner for the property which pertains to the variance.*

- ☐ Along with a completed application form, please submit ten (10) hardcopy packets of all required items. Please also submit a PDF or similar scan of the completed application and packet.

What is the time frame for a variance request?

In general the application process takes 30-45 days. Once a variance application is submitted, it will be placed on the next PZB agenda. The PZB can hold the application but a decision must be reached by the Board within sixty (60) days.

Why might you request a Variance?

To allow development of property prohibited by current zoning if such development will not adversely affect the surrounding property or neighborhood and if the PZB is satisfied that it will alleviate some hardship or difficulty.

How much will a Variance cost?

The fee for a variance is two hundred dollars (\$200) for a residential variance, and four hundred and fifty dollars (\$450) for all other variance requests.

What are the next steps after a Variance approval?

The approved variance will need to be officially documented through the issuance of a zoning certificate or a zoning sign permit depending on the type of variance. Any action of the PZB granted a variance shall be valid for a period of 12 months.

Who may I call if I have questions?

Contact the Planning & Zoning Administrator at

614-322-6829.

OR Visit our website at:

<http://www.reynoldsburg.gov>

Section 1109.13 (D)

STANDARDS FOR VARIANCE

No variance in the strict application of the provisions of this Code shall be granted unless the Board makes specific findings of fact, based on the evidence presented to it, which supports conclusions that the variance conforms to the following standards. Such findings shall be stated for the record and reported in the Board's minutes.

- ☐ The variance is in accord with the general purpose and intent of the regulations imposed by this Code in the district in which it is located, and shall not be injurious to the area or otherwise detrimental to the public welfare.
- ☐ The variance will not permit the establishment of any use which is not otherwise listed as a permitted use or a special exception in the district, or which is expressly or by implication prohibited by this Code. (Note: Section 1107 for provisions regarding the replacement of non-conforming uses with other non-conforming uses.)
- ☐ There exist special circumstances or conditions, fully described in the findings, applicable to the land or structures for which the variance is sought, which are peculiar to such land or structures and which do not apply generally to land or structures in the area, and which are such that the strict application of the provisions of this Code would deprive the property owner of the reasonable use of such land or structures.
- ☐ There must be deprivation of beneficial use of land, as opposed to mere loss in value as justification for the variance.
- ☐ There is proof of hardship or practical difficulty created by the strict application of this Code, beyond simply a showing that greater profit will result if the variance is granted. Economic hardship is not grounds for the variance. Furthermore, the hardship complained of is not self-created nor is it established on this basis by one who purchased with or without knowledge of the restrictions. The hardship results from the application of this Code and is suffered directly by the property in question.
- ☐ The variance is necessary for the reasonable use of the land or building, and the variance as granted is the minimum variance that will accomplish this purpose.
- ☐ The variance will not impair an adequate supply of light and air to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values of the adjacent area.
- ☐ The variance will not confer on the property owner any special privilege that is unduly denied by this Code to other land, structures, or buildings in the same district.
- ☐ No nonconforming use of neighboring land or structures in the same district and no permitted or nonconforming use of land or structures in other districts are considered as grounds for approval of the variance.
- ☐ The variance is not a matter of convenience when other remedies are available within the provisions of this Code.

September 12, 2024

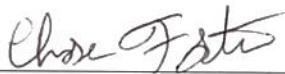
Attn.:
City of Reynoldsburg
7232 E Main St.
Reynoldsburg, OH 43068

RE:
Walmart #02726-1000
2793 Taylor Rd. Ext.
Reynoldsburg, OH 43068

To whom it may concern,

Please find that we have reviewed the proposed plans & WD Partners has our permission to act as our Agent in the process of submission of all documentation regarding the acquisition of all necessary approvals regarding the proposed work to the existing Walmart #02726 at 2793 Taylor Rd. Ext in Reynoldsburg. Please feel free to contact me with any questions; I can be reached directly at 870-818-6768 or chase.foster@walmart.com

Sincerely,



Chase Foster, Senior Manager
Walmart Real Estate



10/23/24

Attn.

City of Reynoldsburg

7232 E. Main St.

Reynoldsburg, OH

43068

Re:

Walmart #2726

2783 Taylor Rd. Ext

Reynoldsburg, OH

To whom it may concern:

On behalf of Walmart we respectfully request a variance from the signage code of the City of Reynoldsburg to install update Walmart's signage package to their existing store at 2783 Taylor Rd. Ext. in Reynoldsburg. We propose an increase from 655.20 SQFT among 12 wall signs to 683.68 SQFT among 15 wall signs; an increase 3 new wall signs. This new signage package allows us to properly showcase services now offered at this location and allows for better customer wayfinding when navigating the site. The increase is due to adding additional wayfinding in the auto area on the side of the building for customers; we are decreasing the front façade area by nearly 80 SQFT & increasing the auto center by 107 SQFT.. Currently this location already exceeds the number of allowable signs and we are requesting a slight increase in the allowable area by 28.48 SQFT (a 4% increase in total SQFT).

1. The unique physical conditions which justify the variance are based upon the size of the building versus the allotment of square footage per sign that retailers are permitted. There are no topographical issues that are



creating a hardship. The basis for the proposed variance is similar to others Walmart has encountered where zoning codes do not distinguish between small, medium and large-scale business when it applies sign regulations. While many codes contain a formula based upon length, they typically do not address the need of large-scale businesses to communicate the multiple services being offered. Massing of the building coupled with setbacks creates a scalability issue as it relates to identification signage.

2. The request is to increase the existing signage beyond what the current signage variance allows for this site. The city has allowed variances to exceed the number of allowable signs in the past for this very site, eliminating any special conditions placed on the applicant. We are proposing an increase in the number & area; but the increase is on the side of the building for the auto center.

3. The special conditions are not a result a unique characteristic of the parcel of land.

4. The granting of the proposed variance would not affect the essential character of the area. The proposed signage is appropriately massed for a building of this size & will enhance harmony & traffic flow on the site. The proposed improvements will help to enhance the esthetics of the building. As stated above, Walmart is attempting to create an identity package that improves efficiency through identification of services.

5. No, the proposed variance is not for a land use or special use. We propose to slightly modify the existing signage variance.

Sincerely,

Ben Dariano

WD Partners

MULTI TENANT SIGN



MULTI TENANT SIGN

• PAINT RESTRICTIONS:	THE BUILDING WAS PAINTED IN THE YEAR 2022. WE RECOMMEND A FULL PAINT SCOPE IN BLUE/GRAY COLOR SCHEME
• ALLOWED SIGNAGE SF:	NA
• EXISTING SIGNAGE SF:	655.20 SQFT.
• PROPOSED SIGNAGE SF:	683.86 SQFT.
• VARIANCE / PROCESS:	NA

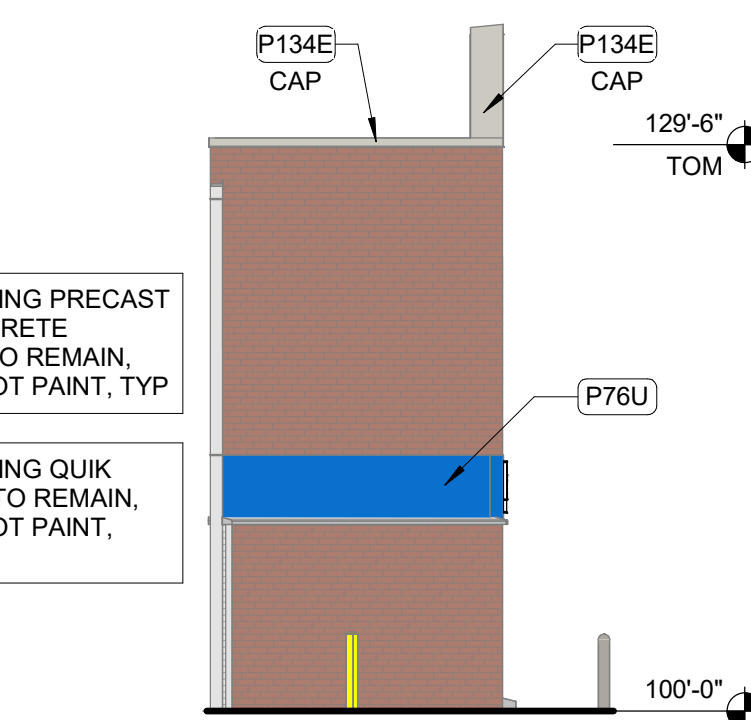
- 2024-03-18:
REVISED LOCATION OF PICKUP SIGNAGE AND WATERFALL PER CLIENT DIRECTION.
- 2024-03-23:
REVISED LOCATION OF PICKUP SIGNAGE AND WATERFALL PER ID PLAN id27260322.
UPDATED THE LOCATION OF OUTDOOR SIGNAGE AND AUTOCARE DIRECTIONAL SIGNAGE AS WELL.
- 2024-05-29:
UPDATED PICKUP TO DIRECTIONAL PICKUP SIGNAGE AND WATERFALL PER ID PLAN id27260506 AND APPROVED PICKUP 2.0 PARKING LAYOUT.
UPDATED THE LOCATION OF AUTOCARE DIRECTIONAL SIGNAGE AS WELL.

SHEET NOTES

1. PATCH AND REPAIR EXTERIOR WALL SURFACES, DAMAGED OR EXPOSED DUE TO REMOVAL OF BUILDING MOUNTED ITEMS, TO MATCH ADJACENT AS REQUIRED R/O TO DETAIL. PATCH OVER EXISTING SUBSTRATE AND FINISH REQUIREMENTS AT LOCATIONS OF BUILDING MOUNTED SIGNS
2. REPAIR/REPLACE EXISTING EIFS WHERE SHOWN (HATCHED AREA)
a. NOT USED.
3. PAINTING WALL AT LOCATION(S) OF LIT ID LOGO SIGN(S), COORDINATE SCOPE OF WORK WITH WILDMG CM
4. IF PAINTING ADJACENT WALLS PAINT HOLLOW METAL STEEL DOORS, FRAMES, AND DOWNSPOUTS, EXPOSED METAL FLASHING, HANDRAILS, AND EXPOSED METAL DECK SURFACES TO MATCH PREVIOUSLY ADJACENT BUILDING COLOR UNO
5. PAINT ANY ROOFTOP GAS PIPING [P36] a. MATCH EXTERIOR COLOR (AS BEING PAINTED, GAS PIPE ALONG SIDE WALL TO GRADE SHALL MATCH ADJACENT BUILDING
b. DO NOT PAINT GAS VALVES OR VALVES
6. IF PAINTING ADJACENT WALLS PAINT STRUCTURAL STEEL AND FLASHING TO MATCH ADJACENT WALL COLOR
7. WHERE CANOPIES ARE VISIBLE TO AND ACCESSED BY CUSTOMERS, PAINT UNDERSIDE OF CANOPY DECK [P36] DO NOT PAINT CANOPY DECK IF NOT PREVIOUSLY PAINTED
10. PAINT ALL EXTERIOR ENTRY BOLLARDS TO MATCH EXISTING COLOR, UNLESS NOTED TO RECEIVE PAINTED BOLLARD SUELY
11. NOT USED.
12. PAINT RED LEAD WALL PACK HOUSINGS
13. PAINT GARDER CENTER STEEL DOORS AND FRAMES [P36] b. NOT USED.
14. PAINT CURB QUIK-BRIK, STONE VENEER, FACE BRICK, UNPAINTED TILT-WALL OR PRECAST PANELS
16. NOT USED.
17. PAINT NO CRANE [P36] ON JIB BOOM, [P56] ON HANDRAILS
18. PAINT SPRINKLER VALVES [P216]
a. PAINT NOT SPINTER VALVE SIGHT GLASS OR FIRE ALARM BELL

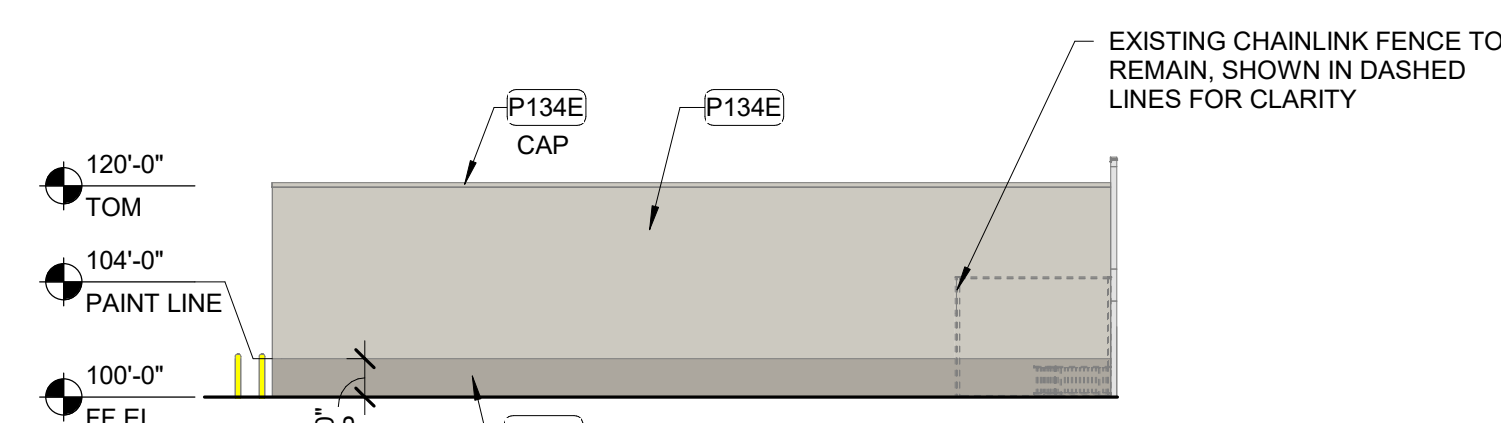


EXISTING PRECAST CONCRETE SILL TO REMAIN, DO NOT PAINT, TYP	EXISTING QUIK BRIK TO REMAIN, DO NOT PAINT, TYP.
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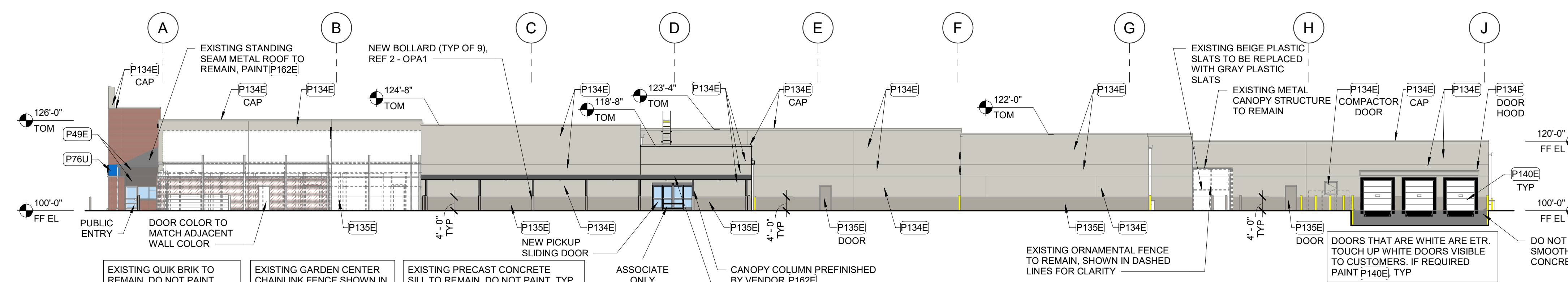
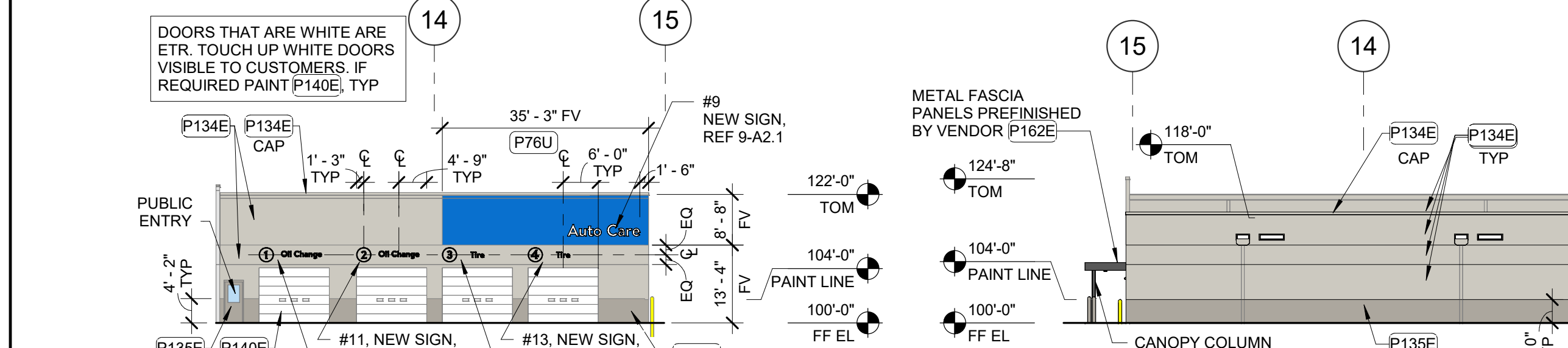


VESTIBULE-GR LEFT
SIDE ELEVATION

RACKHOUSE ENCLOSURE ELEVATION

[illegible][illegible]

PICKUP STORAGE
REAR ELEVATION

[illegible]

STIPULATION FOR REUSE

THIS DRAWING WAS PREPARED FOR
USE ON A SPECIFIC SITE AT:
REYNOLDSBURG, OHIO
CONTAINED HEREON, AND IT IS NOT
DATE ON **06/10/24** AND IT IS NOT
SUITABLE FOR USE ON A DIFFERENT
PROJECT SITE OR AT A LATER TIME. USE
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EDUCATED AND TRAINED ENGINEERS,
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REUSE ON ANOTHER PROJECT IS NOT
AUTHORIZED AND MAY BE CONTRARY TO
THE LAW.

CONCISE TANTO

Walmart*
REYNOLDSBURG, OHIO
TAYLOR ROAD EXT. REYNOLDSBURG, OH 43068
STORE NO. 02726-1000

ISSUE BLOCK

CHECKED BY:	SME
DRAWN BY:	MS/AV/RH
PROTO CYCLE:	01/26/24
DOCUMENT DATE:	06/10/24

EXTERIOR ELEVATIONS

SHEET:

A2



STIPULATION FOR REUSE

THIS DRAWING WAS PREPARED FOR
REUSE ON THE FOLLOWING DATE AT:
RETAINING OFFICE, OHIO

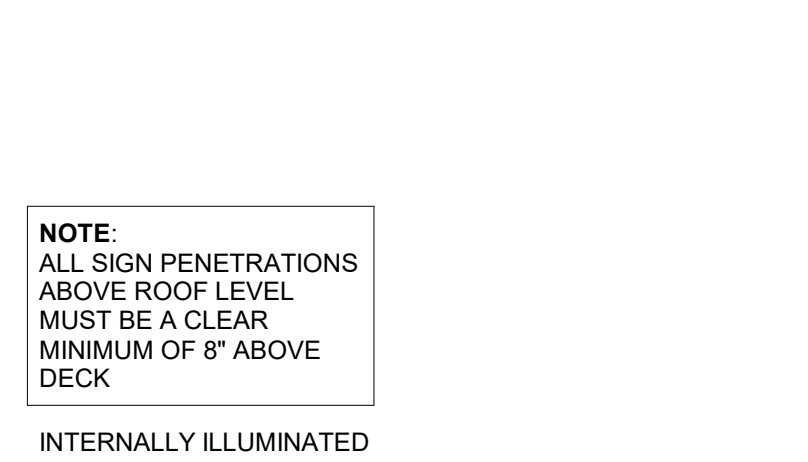
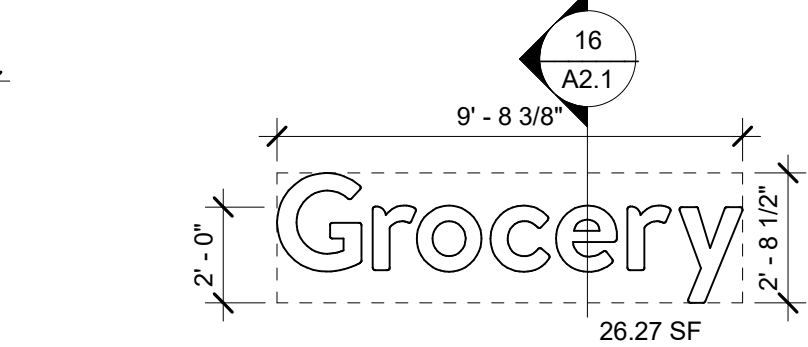
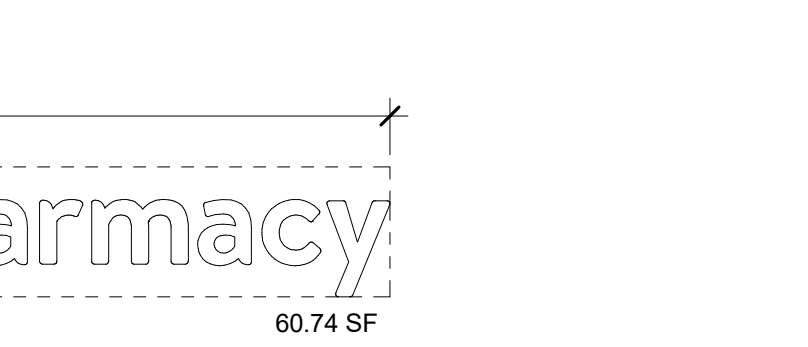
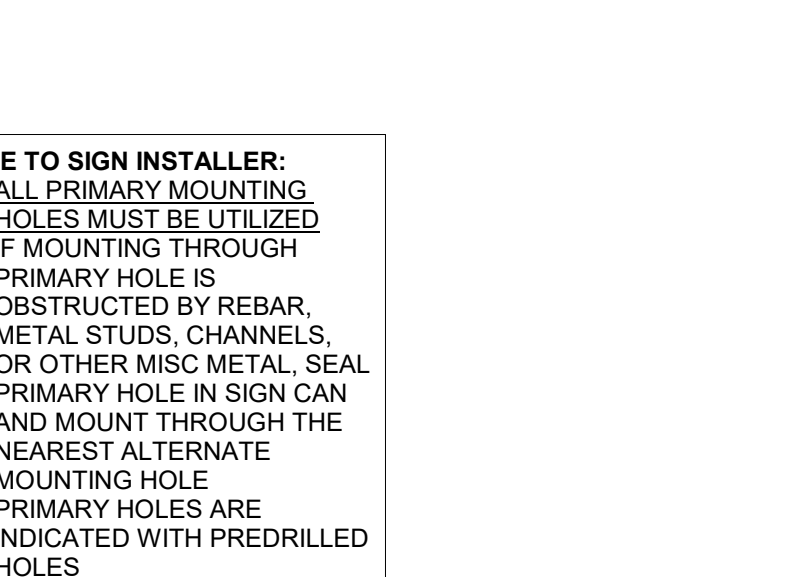
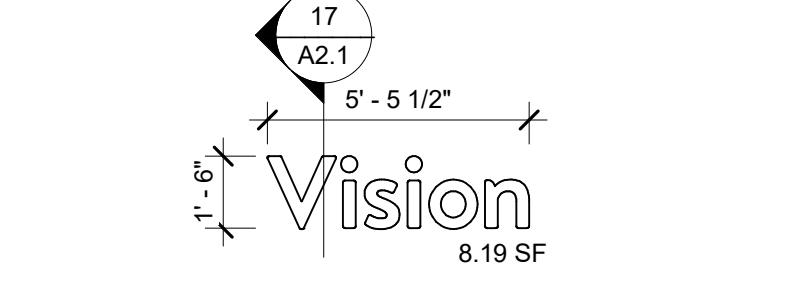
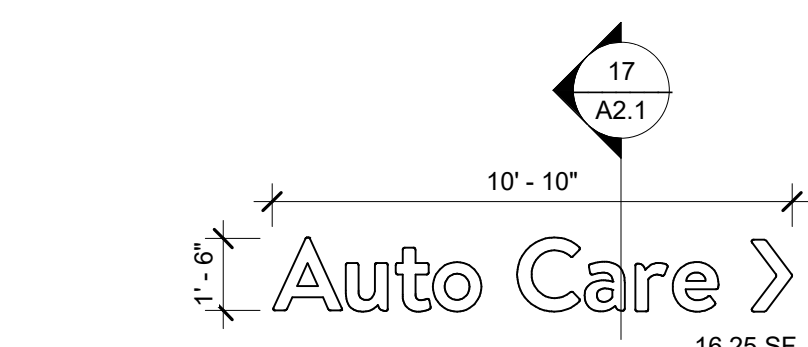
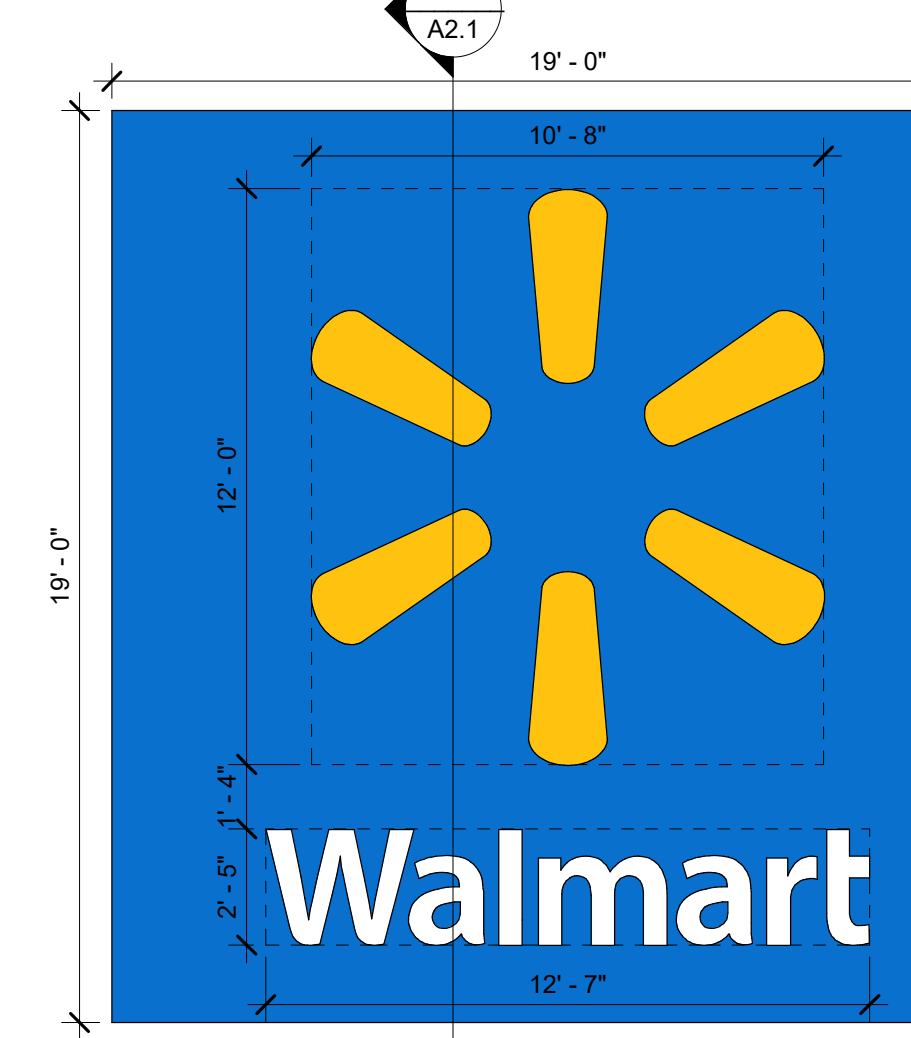
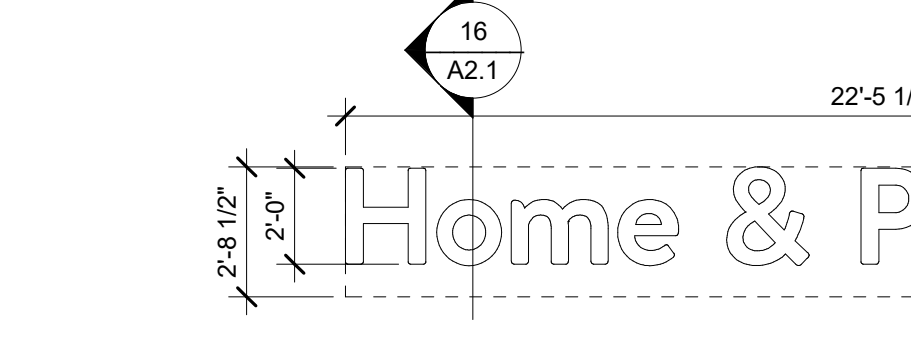
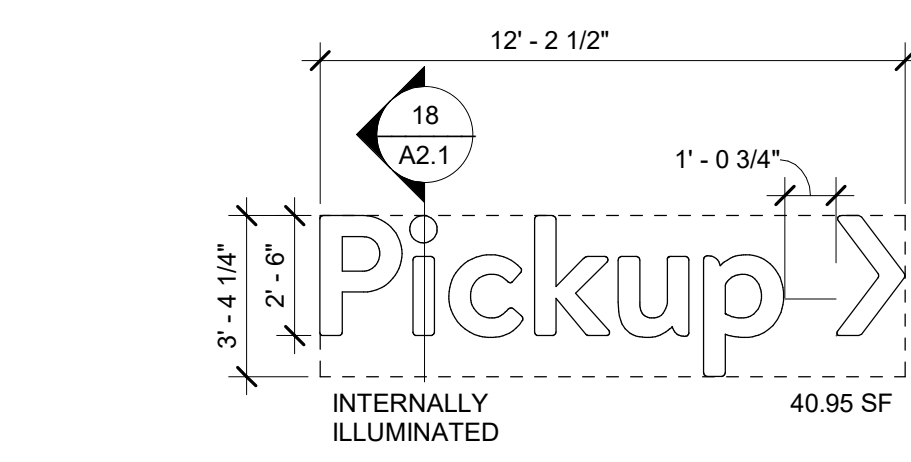
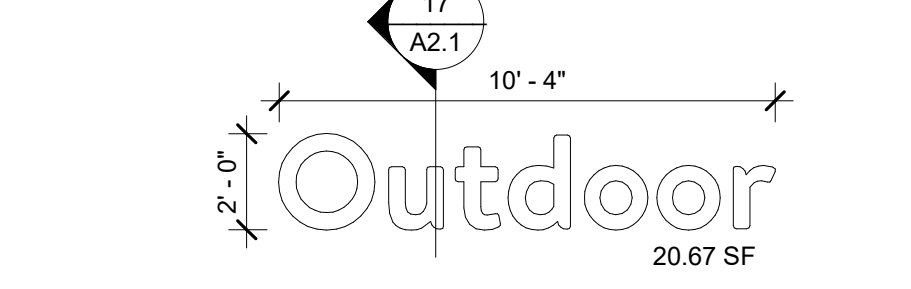
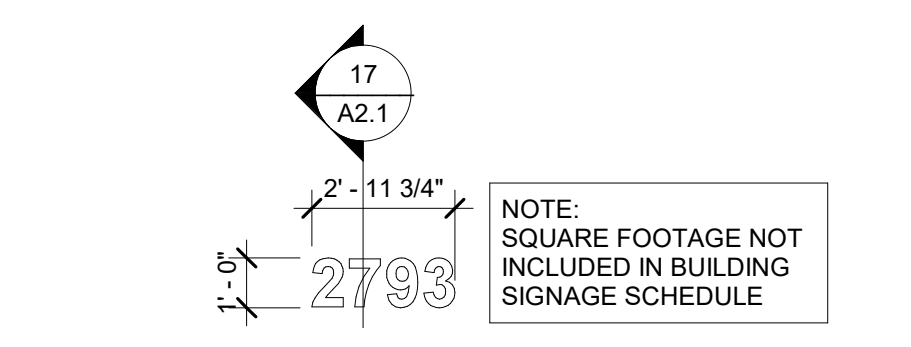
CONTEMPORANEOUSLY WITH THIS ISSUE
DATE ON 06/10/24 AND IT IS NOT
TO BE REUSED FOR ANY OTHER PROJECT
SIT, OR A LATER DATE. USE
OF THIS DRAWING FOR REFERENCE OR
EXAMPLE ON ANOTHER PROJECT
WITHOUT THE WRITTEN PERMISSION OF
THE ARCHITECTS OF THIS DRAWING FOR
REUSE ON ANOTHER PROJECT IS NOT
AUTHORIZED AND MAY BE CONSIDERED
VIOLATION OF THE LAW.

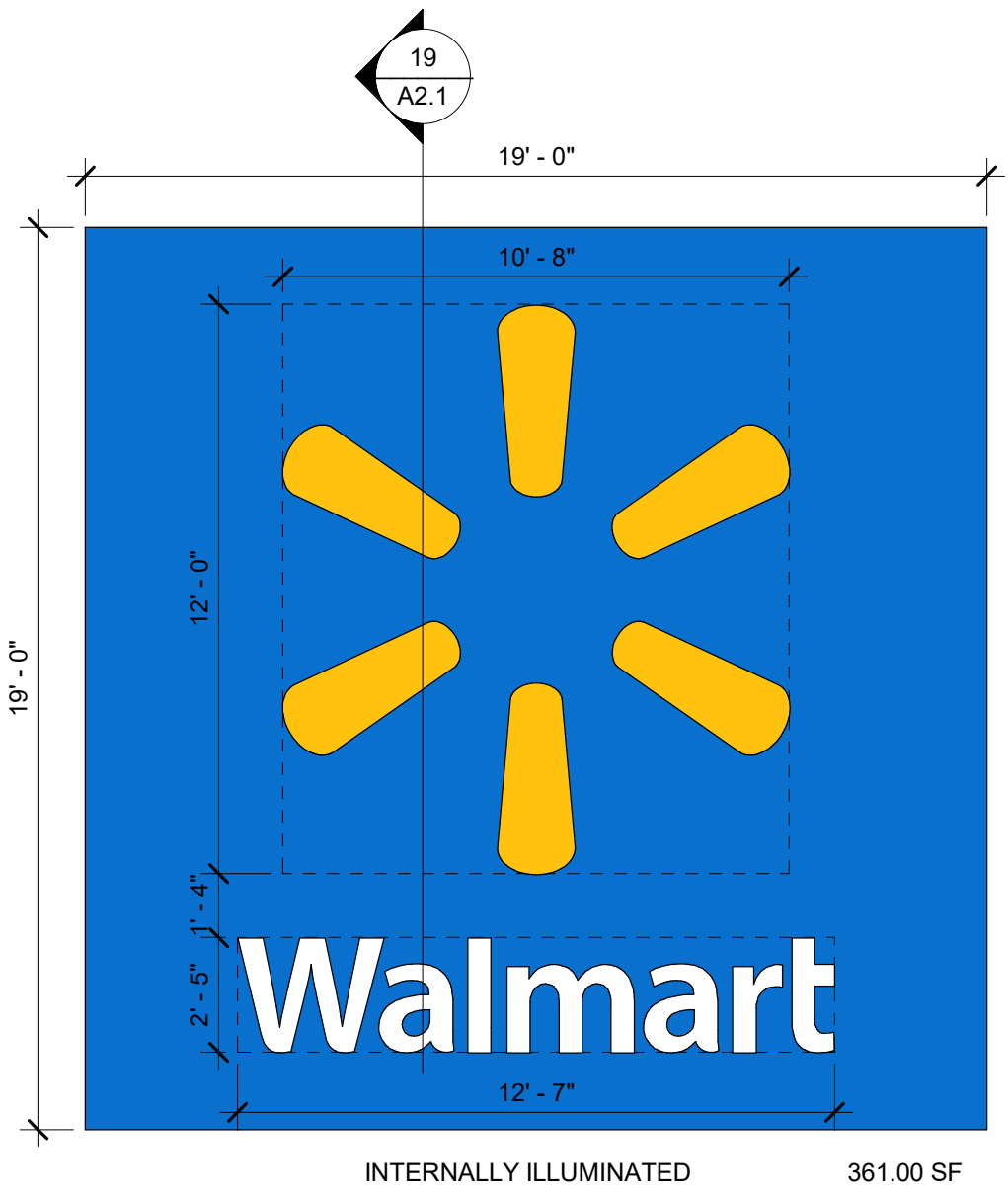
Walmart
REYNOLDSBURG, OHIO
2793 TAYLOR ROAD EXT. REYNOLDSBURG, OH 43068
STORE NO: 02726-1000
JOB NUMBER: WALNE0212 PROTO: 192

CHECKED BY:	SME
DRAWN BY:	PT/AV/RH
PROTO CYCLE:	01/26/24
DOCUMENT DATE:	06/10/24

SINGAGE
KEY AND
DETAILS

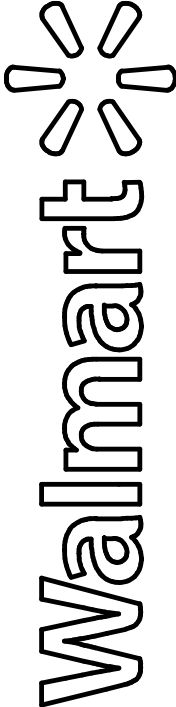
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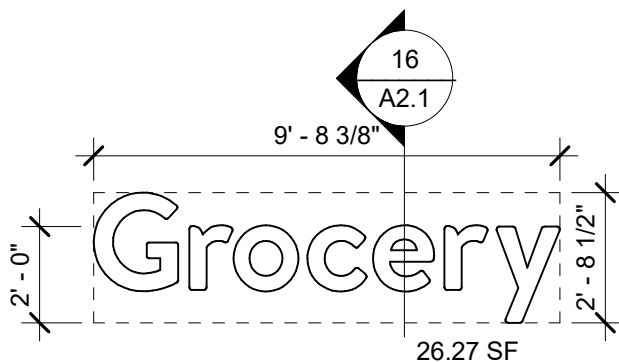
INTERNALLY ILLUMINATED 361.00 SF

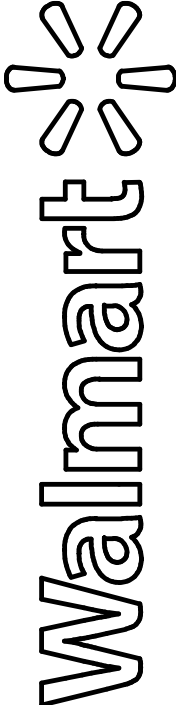
NOTE:
ALL SIGN PENETRATIONS
ABOVE ROOF LEVEL
MUST BE A CLEAR
MINIMUM OF 8" ABOVE
DECK

 REYNOLDSBURG, OHIO 2793 TAYLOR ROAD EXT, REYNOLDSBURG, OH 43068 STORE NO: 02726-1000	JOB NUMBER:	WALNE0212	PROTO:	192

SIGN #1

**12'-0"
WALMART
SIGN**



 REYNOLDSBURG, OHIO 2793 TAYLOR ROAD EXT, REYNOLDSBURG, OH 43068 STORE NO: 02726-1000	JOB NUMBER:	WALNE0212	PROTO:	192

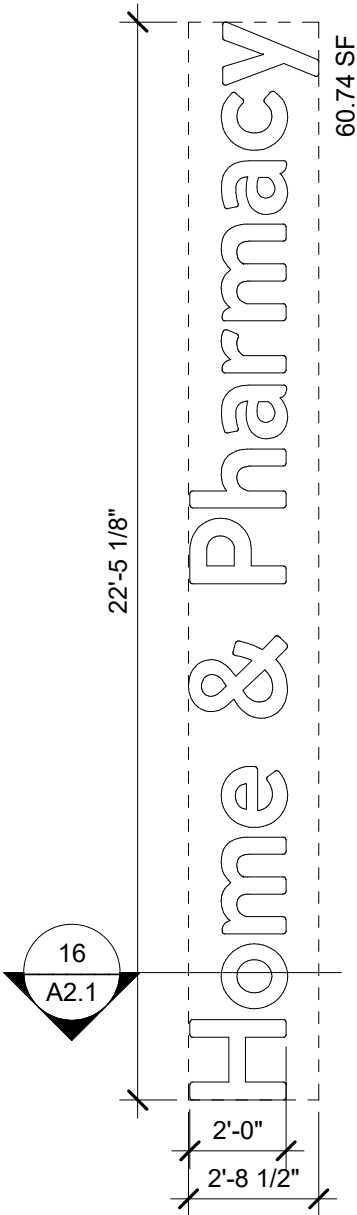
SIGN #2

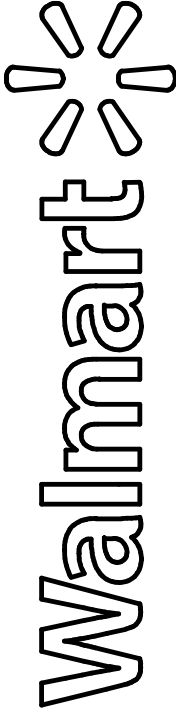
2'-0"
GROCERY



7007 DISCOVERY BLVD
DUBLIN, OH 43017
614.634.7000 T

WDPARTNERS.COM



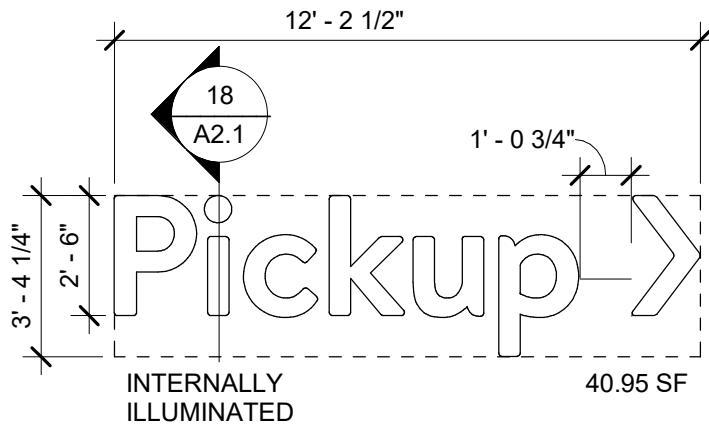


REYNOLDSBURG, OHIO
2793 TAYLOR ROAD EXT, REYNOLDSBURG, OH 43068
STORE NO: 02726-1000

JOB NUMBER:	WALNE0212	PROTO:	192
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SIGN #3

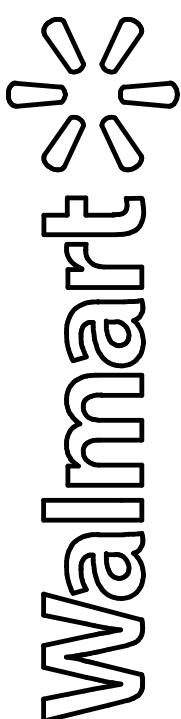
2'-0"
HOME &
PHARMACY



NOTE:
ALL SIGN PENETRATIONS ABOVE
ROOF LEVEL MUST BE A CLEAR
MINIMUM OF 8" ABOVE DECK

NOTE TO SIGN INSTALLER:

- ALL PRIMARY MOUNTING HOLES MUST BE UTILIZED
- IF MOUNTING THROUGH PRIMARY HOLE IS OBSTRUCTED BY REBAR, METAL STUDS, CHANNELS, OR OTHER MISC METAL, SEAL PRIMARY HOLE IN SIGN CAN AND MOUNT THROUGH THE NEAREST ALTERNATE MOUNTING HOLE
- PRIMARY HOLES ARE INDICATED WITH PREDRILLED HOLES

 REYNOLDSBURG, OHIO 2793 TAYLOR ROAD EXT, REYNOLDSBURG, OH 43068 STORE NO: 02726-1000	JOB NUMBER:	WALNE0212	PROTO:	192

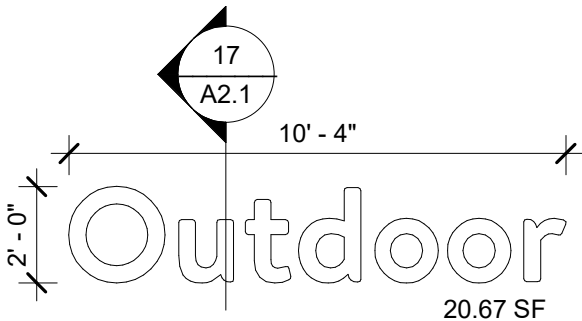
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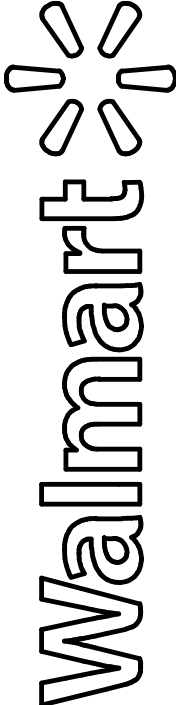
2'-6"
PICKUP
RIGHT
ARROW



7007 DISCOVERY BLVD
DUBLIN, OH 43017
614.634.7000 T

WDPARTNERS.COM



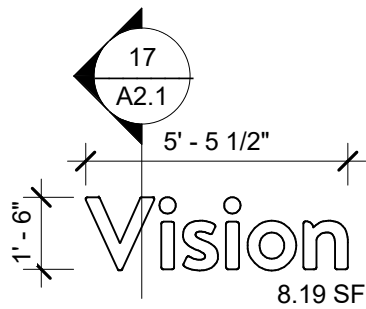


REYNOLDSBURG, OHIO
2793 TAYLOR ROAD EXT, REYNOLDSBURG, OH 43068
STORE NO: 02726-1000

JOB NUMBER:	WALNE0212	PROTO:	192
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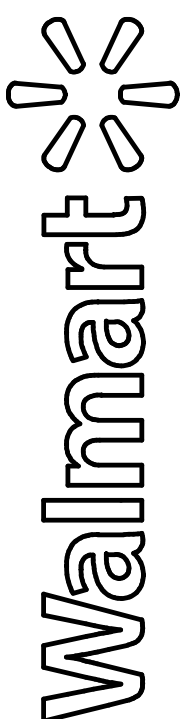
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2'-0"
OUTDOOR



7007 DISCOVERY BLVD
DUBLIN, OH 43017
614.634.7000 T

WDPARTNERS.COM

		192
REYNOLDSBURG, OHIO 2793 TAYLOR ROAD EXT, REYNOLDSBURG, OH 43068 STORE NO: 02726-1000		
JOB NUMBER:	WALNE0212	PROTO:

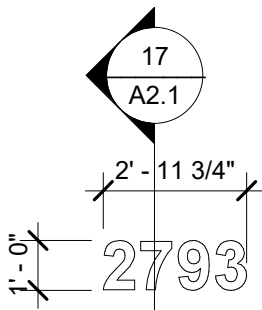
SIGN #6

**1'-6"
VISION**

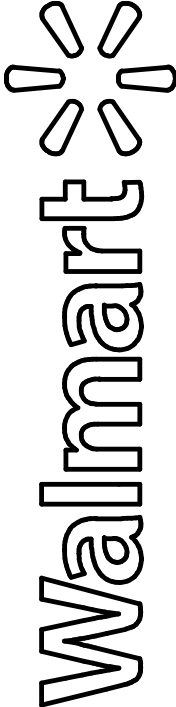


7007 DISCOVERY BLVD
DUBLIN, OH 43017
614.634.7000 T

WDPARTNERS.COM



NOTE:
SQUARE FOOTAGE NOT
INCLUDED IN BUILDING
SIGNAGE SCHEDULE

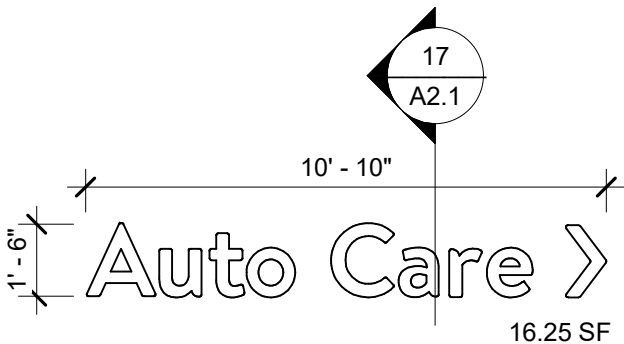


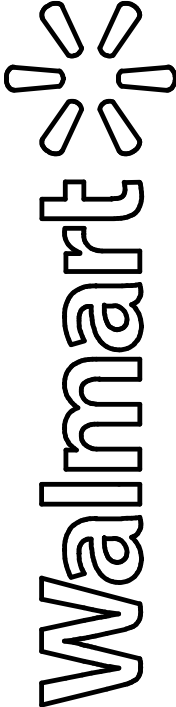
REYNOLDSBURG, OHIO
2793 TAYLOR ROAD EXT, REYNOLDSBURG, OH 43068
STORE NO: 02726-1000

JOB NUMBER:	WALNE0212	PROTO:	192
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SIGN #7

1'-0"
STORE
ADDRESS



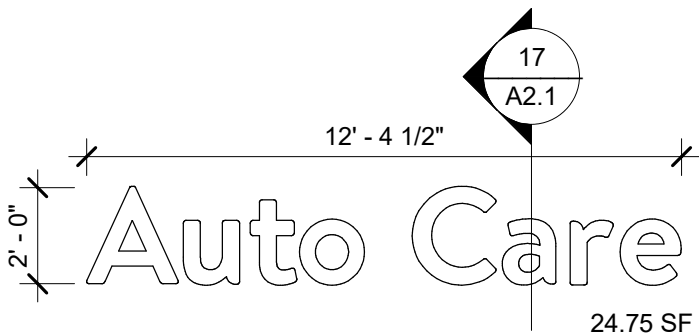


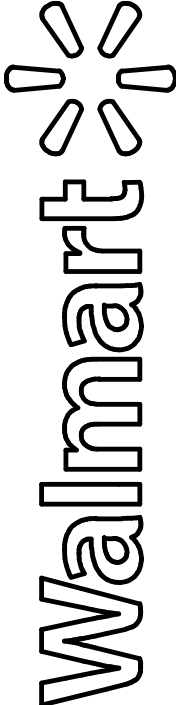
REYNOLDSBURG, OHIO
2793 TAYLOR ROAD EXT, REYNOLDSBURG, OH 43068
STORE NO: 02726-1000

JOB NUMBER:	WALNE0212	PROTO:	192
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SIGN #8

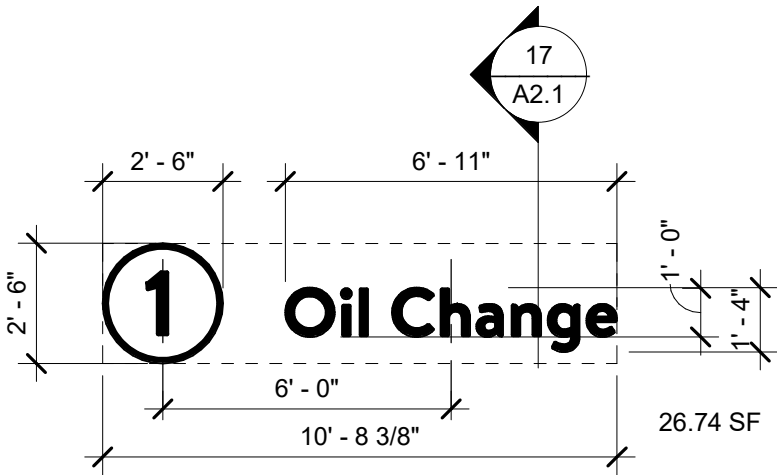
1'-6"
AUTO
CARE

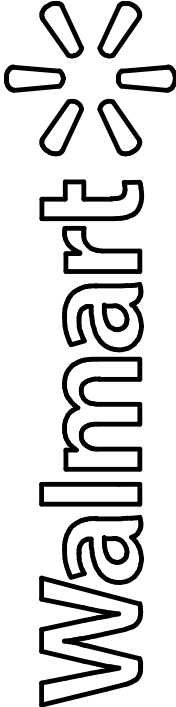


 REYNOLDSBURG, OHIO 2793 TAYLOR ROAD EXT, REYNOLDSBURG, OH 43068 STORE NO: 02726-1000	JOB NUMBER:	WALNE0212	PROTO:	192

SIGN #9

2'-0"
AUTO
CARE



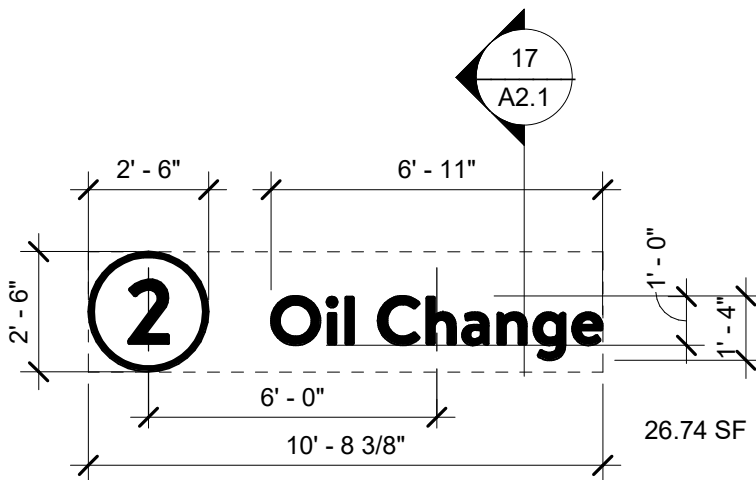


REYNOLDSBURG, OHIO
2793 TAYLOR ROAD EXT, REYNOLDSBURG, OH 43068
STORE NO: 02726-1000

JOB NUMBER:	WALNE0212	PROTO:	192
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SIGN #10

1'-0" OIL
CHANGE
#1



Walmart

REYNOLDSBURG, OHIO

2793 TAYLOR ROAD EXT, REYNOLDSBURG, OH 43068

STORE NO: 02726-1000

JOB NUMBER:

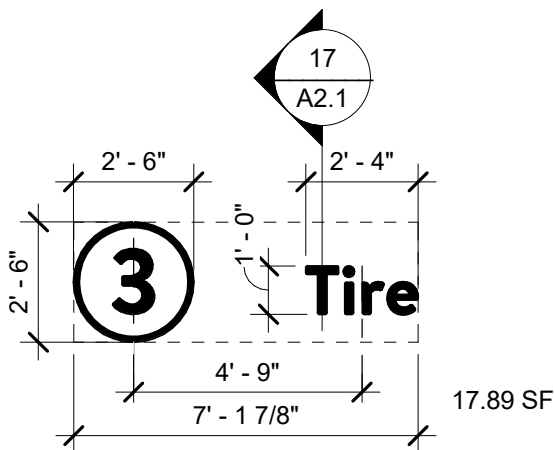
WALNE0212

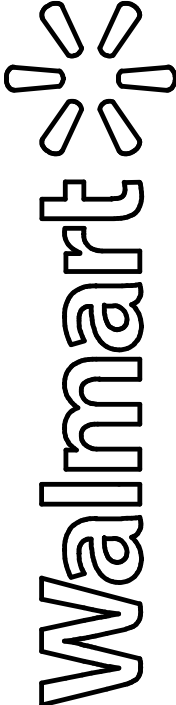
PROTO:

192

SIGN #11

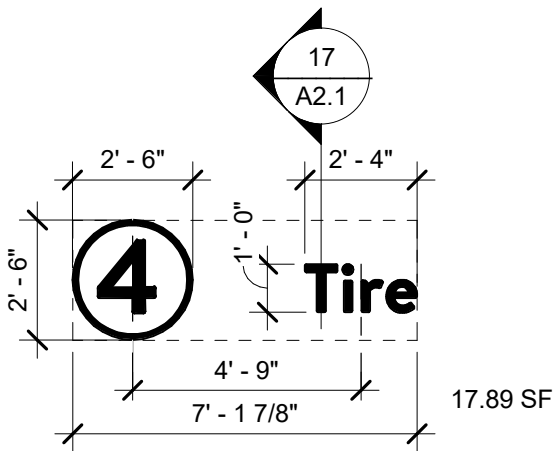
**1'-0" OIL
CHANGE
#2**



 REYNOLDSBURG, OHIO 2793 TAYLOR ROAD EXT, REYNOLDSBURG, OH 43068 STORE NO: 02726-1000	JOB NUMBER:	WALNE0212	PROTO:	192

SIGN #12

1'-0"
TIRE #3



Walmart

REYNOLDSBURG, OHIO

2793 TAYLOR ROAD EXT, REYNOLDSBURG, OH 43068

STORE NO: 02726-1000

JOB NUMBER:

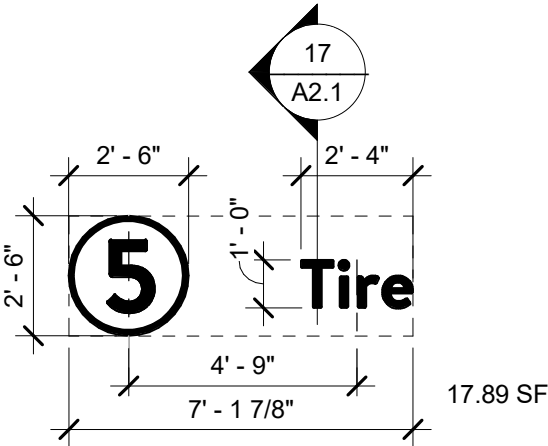
WALNE0212

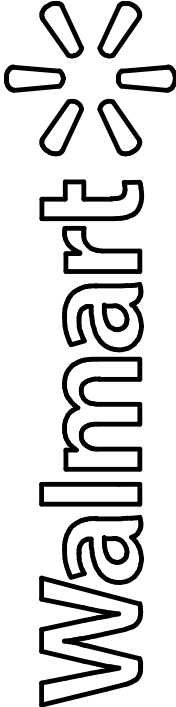
PROTO:

192

SIGN #13

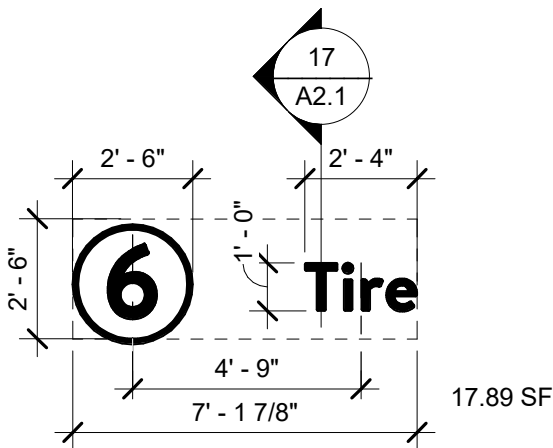
1'-0"
TIRE #4

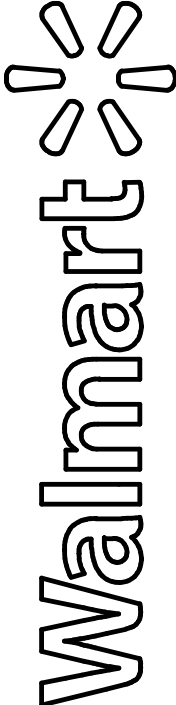


	
REYNOLDSBURG, OHIO	
2793 TAYLOR ROAD EXT, REYNOLDSBURG, OH 43068	
STORE NO: 02726-1000	
JOB NUMBER:	192
WALNE0212	PROTO:

SIGN #14

1'-0"
TIRE #5



	
REYNOLDSBURG, OHIO	
2793 TAYLOR ROAD EXT, REYNOLDSBURG, OH 43068	
STORE NO: 02726-1000	
JOB NUMBER:	192
WALNE0212	PROTO:

SIGN #15

1'-0"
TIRE #6

ZONING SIGN APPLICATION

☐ Paid: _____

Property Address: 2793 Taylor Rd. Ext.	Parcel ID#(s): 0440379520
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PROPERTY OWNER OF RECORD

Property Owner Names: WalMart	
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 479-273-4000

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: WalMart	Contact Name:
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 614-634-7219
Description of Use: Exising WalMart store	

III. APPLICANT INFORMATION

Applicant Name: Ben Dariano	Applicant Address: 7007 Discovery Blvd., Dublin, OH 43017
Applicant Phone Number: 614-634-7219	Applicant Email: ben.dariano@wdpartners.com

☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer ☒ Owner's Consent Attached.

SIGNAGE INFORMATION ** SEE KEY #1 on plans

Type of Signage: ☒ New Sign ☐ Sign Reface	Sign Fees are \$100 per sign. Please fill out a single application for each sign.
Sign Type: ☐ Monument ☒ Wall ☐ Projecting ☐ Awning ☐ Roof ☐ Other _____	
Sign Illumination: ☒ Internal ☐ External ☐ Non-Illuminated	Type of Illumination: LED
Signs Dimensions (width and height): 19 feet by 19 feet	Signs Square Footage: 361
Setback of Monument Sign: N/A feet	Sign Material: Plastic - WalMart

Applicant Signature: Ben Dariano Date: **10/21/24**

By signing this application, I certify that I am the owner of property or the owner's agent, and that the work is authorized with the full knowledge of the owner

OFFICE USE ONLY

Additional Notes:	Zoning Information:	Additional Approvals Required	Additional Requirements:
	Zoning District: _____	☐ Planning and Zoning Board	☐ Certificate of Appropriateness
	☐ Olde Reynoldsburg District		☐ Variance
	P&Z Administrator: _____		☐ Building Permit
	Floodplain Administrator: _____		Date: _____

Sign Submittal Required Materials Checklist:

- ☐ Site Plan showing the following:
 - ☐ Parcel of the property
 - ☐ Location of the sign
 - ☐ If a monument sign, the setback of the monument sign to the property lines
- ☐ Sign Plan showing the following:
 - ☐ Color image of the proposed sign and sign material
 - ☐ The type of sign proposed (monument, wall, awning, projecting, roof, etc).
 - ☐ The dimensions of the proposed sign (height and width)
 - ☐ The type of illumination (internally illuminated, externally illuminated, non-illuminated, etc.)
 - ☐ Identify if the sign is a new sign or a sign face replacement.
 - ☐ If it is a sign face replacement, an image of the existing sign, and the signs dimensions (height, width & length).
- ☐ Image of the front of the building, identifying the length of the building (if the only business in a single building) or the length of the unit in which the tent is located (for tenants located in areas such as shopping centers).

* Please know that incomplete applications will not be accepted.

* All Applications are submitted in person, through mail, or to the Building Department by email at:
permit@reynoldsburg.gov

* Applications will not be processed until payment is received for said application.

* Applications have a general 30 day turn around time period from once they are officially processed until a determination from zoning is given.

ZONING SIGN APPLICATION

☐ Paid: _____

Property Address: 2793 Taylor Rd. Ext.	Parcel ID#(s): 0440379520
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PROPERTY OWNER OF RECORD

Property Owner Names: WalMart	
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 479-273-4000

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: WalMart	Contact Name:
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 614-634-7219
Description of Use: Exising WalMart store	

III. APPLICANT INFORMATION

Applicant Name: Ben Dariano	Applicant Address: 7007 Discovery Blvd., Dublin, OH 43017
Applicant Phone Number: 614-634-7219	Applicant Email: ben.dariano@wdpartners.com

☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer ☒ Owner's Consent Attached.

SIGNAGE INFORMATION ** SEE KEY #2 on plans

Type of Signage: ☒ New Sign ☐ Sign Reface	Sign Fees are \$100 per sign. Please fill out a single application for each sign.
Sign Type: ☐ Monument ☒ Wall ☐ Projecting ☐ Awning ☐ Roof ☐ Other _____	
Sign Illumination: ☐ Internal ☐ External ☒ Non-Illuminated	Type of Illumination: N/A
Signs Dimensions (width and height): 9' - 8 3/8" feet by 2 feet	Signs Square Footage: 26.27
Setback of Monument Sign: N/A feet	Sign Material: Plastic - Grocery

Applicant Signature: Ben Dariano Date: 10/21/24

By signing this application, I certify that I am the owner of property or the owner's agent, and that the work is authorized with the full knowledge of the owner

OFFICE USE ONLY

Additional Notes:

<u>Zoning Information:</u>	<u>Additional Approvals Required</u>	<u>Additional Requirements:</u>
Zoning District: _____	☐ Planning and Zoning Board	☐ Certificate of Appropriateness
☐ Olde Reynoldsburg District		☐ Variance
P&Z Administrator: _____		☐ Building Permit
Floodplain Administrator: _____		Date: _____

Sign Submittal Required Materials Checklist:

- ☐ Site Plan showing the following:
 - ☐ Parcel of the property
 - ☐ Location of the sign
 - ☐ If a monument sign, the setback of the monument sign to the property lines
- ☐ Sign Plan showing the following:
 - ☐ Color image of the proposed sign and sign material
 - ☐ The type of sign proposed (monument, wall, awning, projecting, roof, etc).
 - ☐ The dimensions of the proposed sign (height and width)
 - ☐ The type of illumination (internally illuminated, externally illuminated, non-illuminated, etc.)
 - ☐ Identify if the sign is a new sign or a sign face replacement.
 - ☐ If it is a sign face replacement, an image of the existing sign, and the signs dimensions (height, width & length).
- ☐ Image of the front of the building, identifying the length of the building (if the only business in a single building) or the length of the unit in which the tent is located (for tenants located in areas such as shopping centers).

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ZONING SIGN APPLICATION

☐ Paid: _____

Property Address: 2793 Taylor Rd. Ext.	Parcel ID#(s): 0440379520
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PROPERTY OWNER OF RECORD

Property Owner Names: WalMart	
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 479-273-4000

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: WalMart	Contact Name:
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 614-634-7219
Description of Use: Exising WalMart store	

III. APPLICANT INFORMATION

Applicant Name: Ben Dariano	Applicant Address: 7007 Discovery Blvd., Dublin, OH 43017
Applicant Phone Number: 614-634-7219	Applicant Email: ben.dariano@wdpartners.com

☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer ☒ Owner's Consent Attached.

SIGNAGE INFORMATION ** SEE KEY #3 on plans

Type of Signage: ☒ New Sign ☐ Sign Reface	Sign Fees are \$100 per sign. Please fill out a single application for each sign.
Sign Type: ☐ Monument ☒ Wall ☐ Projecting ☐ Awning ☐ Roof ☐ Other _____	
Sign Illumination: ☐ Internal ☐ External ☒ Non-Illuminated	Type of Illumination: N/A
Signs Dimensions (width and height): 22' - 5 1/8" feet by 2' - 8 1/2" feet	Signs Square Footage: 60.74
Setback of Monument Sign: N/A feet	Sign Material: Plastic - Home & Pharmacy

Applicant Signature: Ben Dariano Date: 10/21/24

By signing this application, I certify that I am the owner of property or the owner's agent, and that the work is authorized with the full knowledge of the owner

OFFICE USE ONLY

Additional Notes:	Zoning Information:	Additional Approvals Required	Additional Requirements:
	Zoning District: _____	☐ Planning and Zoning Board	☐ Certificate of Appropriateness
	☐ Olde Reynoldsburg District		☐ Variance
	P&Z Administrator: _____		☐ Building Permit
	Floodplain Administrator: _____		Date: _____

Sign Submittal Required Materials Checklist:

- ☐ Site Plan showing the following:
 - ☐ Parcel of the property
 - ☐ Location of the sign
 - ☐ If a monument sign, the setback of the monument sign to the property lines
- ☐ Sign Plan showing the following:
 - ☐ Color image of the proposed sign and sign material
 - ☐ The type of sign proposed (monument, wall, awning, projecting, roof, etc).
 - ☐ The dimensions of the proposed sign (height and width)
 - ☐ The type of illumination (internally illuminated, externally illuminated, non-illuminated, etc.)
 - ☐ Identify if the sign is a new sign or a sign face replacement.
 - ☐ If it is a sign face replacement, an image of the existing sign, and the signs dimensions (height, width & length).
- ☐ Image of the front of the building, identifying the length of the building (if the only business in a single building) or the length of the unit in which the tent is located (for tenants located in areas such as shopping centers).

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* Applications have a general 30 day turn around time period from once they are officially processed until a determination from zoning is given.

ZONING SIGN APPLICATION

☐ Paid: _____

Property Address: 2793 Taylor Rd. Ext.	Parcel ID#(s): 0440379520
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PROPERTY OWNER OF RECORD

Property Owner Names: WalMart	
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 479-273-4000

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: WalMart	Contact Name:
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 614-634-7219
Description of Use: Exising WalMart store	

III. APPLICANT INFORMATION

Applicant Name: Ben Dariano	Applicant Address: 7007 Discovery Blvd., Dublin, OH 43017
Applicant Phone Number: 614-634-7219	Applicant Email: ben.dariano@wdpartners.com

☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer ☒ Owner's Consent Attached.

SIGNAGE INFORMATION ** SEE KEY #4 on plans

Type of Signage: ☒ New Sign ☐ Sign Reface	Sign Fees are \$100 per sign. Please fill out a single application for each sign.
Sign Type: ☐ Monument ☒ Wall ☐ Projecting ☐ Awning ☐ Roof ☐ Other _____	
Sign Illumination: ☒ Internal ☐ External ☐ Non-Illuminated	Type of Illumination: LED
Signs Dimensions (width and height): 12' - 2 1/2" feet by 3' - 4 1/4" feet	Signs Square Footage: 40.95
Setback of Monument Sign: N/A feet	Sign Material: Plastic - Pickup

Applicant Signature: *Ben Dariano* Date: 10/21/24

By signing this application, I certify that I am the owner of property or the owner's agent, and that the work is authorized with the full knowledge of the owner

OFFICE USE ONLY

Additional Notes:	<u>Zoning Information:</u>	<u>Additional Approvals Required</u>	<u>Additional Requirements:</u>
	Zoning District: _____	☐ Planning and Zoning Board	☐ Certificate of Appropriateness
	☐ Olde Reynoldsburg District		☐ Variance
	P&Z Administrator: _____		☐ Building Permit
	Floodplain Administrator: _____		Date: _____

Sign Submittal Required Materials Checklist:

- ☐ Site Plan showing the following:
 - ☐ Parcel of the property
 - ☐ Location of the sign
 - ☐ If a monument sign, the setback of the monument sign to the property lines
- ☐ Sign Plan showing the following:
 - ☐ Color image of the proposed sign and sign material
 - ☐ The type of sign proposed (monument, wall, awning, projecting, roof, etc).
 - ☐ The dimensions of the proposed sign (height and width)
 - ☐ The type of illumination (internally illuminated, externally illuminated, non-illuminated, etc.)
 - ☐ Identify if the sign is a new sign or a sign face replacement.
 - ☐ If it is a sign face replacement, an image of the existing sign, and the signs dimensions (height, width & length).
- ☐ Image of the front of the building, identifying the length of the building (if the only business in a single building) or the length of the unit in which the tent is located (for tenants located in areas such as shopping centers).

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ZONING SIGN APPLICATION

☐ Paid: _____

Property Address: 2793 Taylor Rd. Ext.	Parcel ID#(s): 0440379520
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PROPERTY OWNER OF RECORD

Property Owner Names: WalMart	
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 479-273-4000

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: WalMart	Contact Name:
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 614-634-7219
Description of Use: Exising WalMart store	

III. APPLICANT INFORMATION

Applicant Name: Ben Dariano	Applicant Address: 7007 Discovery Blvd., Dublin, OH 43017
Applicant Phone Number: 614-634-7219	Applicant Email: ben.dariano@wdpartners.com

☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer ☒ Owner's Consent Attached.

SIGNAGE INFORMATION ** SEE KEY #5 on plans

Type of Signage: ☒ New Sign ☐ Sign Reface	Sign Fees are \$100 per sign. Please fill out a single application for each sign.
Sign Type: ☐ Monument ☒ Wall ☐ Projecting ☐ Awning ☐ Roof ☐ Other _____	
Sign Illumination: ☐ Internal ☐ External ☒ Non-Illuminated	Type of Illumination: N/A
Signs Dimensions (width and height): 10' - 4" feet by 2 feet	Signs Square Footage: 20.67
Setback of Monument Sign: N/A feet	Sign Material: Plastic - Outdoor

Applicant Signature: Ben Dariano Date: **10/21/24**

By signing this application, I certify that I am the owner of property or the owner's agent, and that the work is authorized with the full knowledge of the owner

OFFICE USE ONLY

Additional Notes:	Zoning Information:	Additional Approvals Required	Additional Requirements:
	Zoning District: _____	☐ Planning and Zoning Board	☐ Certificate of Appropriateness
	☐ Olde Reynoldsburg District		☐ Variance
	P&Z Administrator: _____		☐ Building Permit
	Floodplain Administrator: _____		Date: _____

Sign Submittal Required Materials Checklist:

- ☐ Site Plan showing the following:
 - ☐ Parcel of the property
 - ☐ Location of the sign
 - ☐ If a monument sign, the setback of the monument sign to the property lines
- ☐ Sign Plan showing the following:
 - ☐ Color image of the proposed sign and sign material
 - ☐ The type of sign proposed (monument, wall, awning, projecting, roof, etc).
 - ☐ The dimensions of the proposed sign (height and width)
 - ☐ The type of illumination (internally illuminated, externally illuminated, non-illuminated, etc.)
 - ☐ Identify if the sign is a new sign or a sign face replacement.
 - ☐ If it is a sign face replacement, an image of the existing sign, and the signs dimensions (height, width & length).
- ☐ Image of the front of the building, identifying the length of the building (if the only business in a single building) or the length of the unit in which the tent is located (for tenants located in areas such as shopping centers).

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ZONING SIGN APPLICATION

☐ Paid: _____

Property Address: 2793 Taylor Rd. Ext.	Parcel ID#(s): 0440379520
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PROPERTY OWNER OF RECORD

Property Owner Names: WalMart	
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 479-273-4000

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: WalMart	Contact Name:
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 614-634-7219
Description of Use: Exising WalMart store	

III. APPLICANT INFORMATION

Applicant Name: Ben Dariano	Applicant Address: 7007 Discovery Blvd., Dublin, OH 43017
Applicant Phone Number: 614-634-7219	Applicant Email: ben.dariano@wdpartners.com

☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer ☒ Owner's Consent Attached.

SIGNAGE INFORMATION ** SEE KEY #6 on plans

Type of Signage: ☒ New Sign ☐ Sign Reface	Sign Fees are \$100 per sign. Please fill out a single application for each sign.
Sign Type: ☐ Monument ☒ Wall ☐ Projecting ☐ Awning ☐ Roof ☐ Other _____	
Sign Illumination: ☐ Internal ☐ External ☒ Non-Illuminated	Type of Illumination: N/A
Signs Dimensions (width and height): 5' - 5 1/2" feet by 1' - 6" feet	Signs Square Footage: 8.19
Setback of Monument Sign: N/A feet	Sign Material: Plastic - Vision

Applicant Signature: Ben Dariano Date: 10/21/24

By signing this application, I certify that I am the owner of property or the owner's agent, and that the work is authorized with the full knowledge of the owner

OFFICE USE ONLY

Additional Notes:	Zoning Information:	Additional Approvals Required	Additional Requirements:
	Zoning District: _____	☐ Planning and Zoning Board	☐ Certificate of Appropriateness
	☐ Olde Reynoldsburg District		☐ Variance
	P&Z Administrator: _____		☐ Building Permit
	Floodplain Administrator: _____		Date: _____

Sign Submittal Required Materials Checklist:

- ☐ Site Plan showing the following:
 - ☐ Parcel of the property
 - ☐ Location of the sign
 - ☐ If a monument sign, the setback of the monument sign to the property lines
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ZONING SIGN APPLICATION

☐ Paid: _____

Property Address: 2793 Taylor Rd. Ext.	Parcel ID#(s): 0440379520
--	-------------------------------------

PROPERTY OWNER OF RECORD

Property Owner Names: WalMart	
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 479-273-4000

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: WalMart	Contact Name:
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 614-634-7219
Description of Use: Exising WalMart store	

III. APPLICANT INFORMATION

Applicant Name: Ben Dariano	Applicant Address: 7007 Discovery Blvd., Dublin, OH 43017
Applicant Phone Number: 614-634-7219	Applicant Email: ben.dariano@wdpartners.com

☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer ☒ Owner's Consent Attached.

SIGNAGE INFORMATION ** SEE KEY #7 on plans

Type of Signage: ☒ New Sign ☐ Sign Reface	Sign Fees are \$100 per sign. Please fill out a single application for each sign.
Sign Type: ☐ Monument ☒ Wall ☐ Projecting ☐ Awning ☐ Roof ☐ Other _____	
Sign Illumination: ☐ Internal ☐ External ☒ Non-Illuminated	Type of Illumination: <u>N/A</u>
Signs Dimensions (width and height): <u>2"-11 3/4"</u> feet by <u>1</u> feet	Signs Square Footage: <u>N/A</u>
Setback of Monument Sign: <u>N/A</u> feet	Sign Material: <u>Plastic - Address sign</u>

Applicant Signature: Ben Dariano Date: 10/21/24

By signing this application, I certify that I am the owner of property or the owner's agent, and that the work is authorized with the full knowledge of the owner

OFFICE USE ONLY

Additional Notes:	Zoning Information:	Additional Approvals Required	Additional Requirements:
	Zoning District: _____	☐ Planning and Zoning Board	☐ Certificate of Appropriateness
	☐ Olde Reynoldsburg District		☐ Variance
	P&Z Administrator: _____		☐ Building Permit
	Floodplain Administrator: _____		Date: _____

Sign Submittal Required Materials Checklist:

- ☐ Site Plan showing the following:
 - ☐ Parcel of the property
 - ☐ Location of the sign
 - ☐ If a monument sign, the setback of the monument sign to the property lines
- ☐ Sign Plan showing the following:
 - ☐ Color image of the proposed sign and sign material
 - ☐ The type of sign proposed (monument, wall, awning, projecting, roof, etc).
 - ☐ The dimensions of the proposed sign (height and width)
 - ☐ The type of illumination (internally illuminated, externally illuminated, non-illuminated, etc.)
 - ☐ Identify if the sign is a new sign or a sign face replacement.
 - ☐ If it is a sign face replacement, an image of the existing sign, and the signs dimensions (height, width & length).
- ☐ Image of the front of the building, identifying the length of the building (if the only business in a single building) or the length of the unit in which the tent is located (for tenants located in areas such as shopping centers).

* Please know that incomplete applications will not be accepted.

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* Applications will not be processed until payment is received for said application.

* Applications have a general 30 day turn around time period from once they are officially processed until a determination from zoning is given.

ZONING SIGN APPLICATION

☐ Paid: _____

Property Address: 2793 Taylor Rd. Ext.	Parcel ID#(s): 0440379520
--	-------------------------------------

PROPERTY OWNER OF RECORD

Property Owner Names: WalMart	
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 479-273-4000

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: WalMart	Contact Name:
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 614-634-7219
Description of Use: Exising WalMart store	

III. APPLICANT INFORMATION

Applicant Name: Ben Dariano	Applicant Address: 7007 Discovery Blvd., Dublin, OH 43017
Applicant Phone Number: 614-634-7219	Applicant Email: ben.dariano@wdpartners.com

☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer ☒ Owner's Consent Attached.

SIGNAGE INFORMATION ** SEE KEY #8 on plans

Type of Signage: ☒ New Sign ☐ Sign Reface	Sign Fees are \$100 per sign. Please fill out a single application for each sign.
Sign Type: ☐ Monument ☒ Wall ☐ Projecting ☐ Awning ☐ Roof ☐ Other _____	
Sign Illumination: ☐ Internal ☐ External ☒ Non-Illuminated	Type of Illumination: N/A
Signs Dimensions (width and height): 10' - 10" feet by 1' - 6" feet	Signs Square Footage: 16.25
Setback of Monument Sign: N/A feet	Sign Material: Plastic - Auto Care

Applicant Signature: Ben Dariano Date: 10/21/24

By signing this application, I certify that I am the owner of property or the owner's agent, and that the work is authorized with the full knowledge of the owner

OFFICE USE ONLY

Additional Notes:	Zoning Information:	Additional Approvals Required	Additional Requirements:
	Zoning District: _____	☐ Planning and Zoning Board	☐ Certificate of Appropriateness
	☐ Olde Reynoldsburg District		☐ Variance
	P&Z Administrator: _____		☐ Building Permit
	Floodplain Administrator: _____		Date: _____

Sign Submittal Required Materials Checklist:

- ☐ Site Plan showing the following:
 - ☐ Parcel of the property
 - ☐ Location of the sign
 - ☐ If a monument sign, the setback of the monument sign to the property lines
- ☐ Sign Plan showing the following:
 - ☐ Color image of the proposed sign and sign material
 - ☐ The type of sign proposed (monument, wall, awning, projecting, roof, etc).
 - ☐ The dimensions of the proposed sign (height and width)
 - ☐ The type of illumination (internally illuminated, externally illuminated, non-illuminated, etc.)
 - ☐ Identify if the sign is a new sign or a sign face replacement.
 - ☐ If it is a sign face replacement, an image of the existing sign, and the signs dimensions (height, width & length).
- ☐ Image of the front of the building, identifying the length of the building (if the only business in a single building) or the length of the unit in which the tent is located (for tenants located in areas such as shopping centers).

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ZONING SIGN APPLICATION

☐ Paid: _____

Property Address: 2793 Taylor Rd. Ext.	Parcel ID#(s): 0440379520
--	-------------------------------------

PROPERTY OWNER OF RECORD

Property Owner Names: WalMart	
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 479-273-4000

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: WalMart	Contact Name:
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 614-634-7219
Description of Use: Exising WalMart store	

III. APPLICANT INFORMATION

Applicant Name: Ben Dariano	Applicant Address: 7007 Discovery Blvd., Dublin, OH 43017
Applicant Phone Number: 614-634-7219	Applicant Email: ben.dariano@wdpartners.com

☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer ☒ Owner's Consent Attached.

SIGNAGE INFORMATION ** SEE KEY #9 on plans

Type of Signage: ☒ New Sign ☐ Sign Reface	Sign Fees are \$100 per sign. Please fill out a single application for each sign.
Sign Type: ☐ Monument ☒ Wall ☐ Projecting ☐ Awning ☐ Roof ☐ Other _____	
Sign Illumination: ☐ Internal ☐ External ☒ Non-Illuminated	Type of Illumination: N/A
Signs Dimensions (width and height): 12' - 4' 1/2" feet by 2 feet	Signs Square Footage: 24.75
Setback of Monument Sign: N/A feet	Sign Material: Plastic - Auto Care

Applicant Signature: Ben Dariano Date: **10/21/24**

By signing this application, I certify that I am the owner of property or the owner's agent, and that the work is authorized with the full knowledge of the owner

OFFICE USE ONLY

Additional Notes:

Zoning Information:	Additional Approvals Required	Additional Requirements:
Zoning District: _____	☐ Planning and Zoning Board	☐ Certificate of Appropriateness
☐ Olde Reynoldsburg District		☐ Variance
P&Z Administrator: _____		☐ Building Permit
Floodplain Administrator: _____		Date: _____

Sign Submittal Required Materials Checklist:

- ☐ Site Plan showing the following:
 - ☐ Parcel of the property
 - ☐ Location of the sign
 - ☐ If a monument sign, the setback of the monument sign to the property lines
- ☐ Sign Plan showing the following:
 - ☐ Color image of the proposed sign and sign material
 - ☐ The type of sign proposed (monument, wall, awning, projecting, roof, etc).
 - ☐ The dimensions of the proposed sign (height and width)
 - ☐ The type of illumination (internally illuminated, externally illuminated, non-illuminated, etc.)
 - ☐ Identify if the sign is a new sign or a sign face replacement.
 - ☐ If it is a sign face replacement, an image of the existing sign, and the signs dimensions (height, width & length).
- ☐ Image of the front of the building, identifying the length of the building (if the only business in a single building) or the length of the unit in which the tent is located (for tenants located in areas such as shopping centers).

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ZONING SIGN APPLICATION

☐ Paid: _____

Property Address: 2793 Taylor Rd. Ext.	Parcel ID#(s): 0440379520
--	-------------------------------------

PROPERTY OWNER OF RECORD

Property Owner Names: WalMart	
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 479-273-4000

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: WalMart	Contact Name:
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 614-634-7219
Description of Use: Exising WalMart store	

III. APPLICANT INFORMATION

Applicant Name: Ben Dariano	Applicant Address: 7007 Discovery Blvd., Dublin, OH 43017
Applicant Phone Number: 614-634-7219	Applicant Email: ben.dariano@wdpartners.com

☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer ☒ Owner's Consent Attached.

SIGNAGE INFORMATION ** SEE KEY #10 on plans

Type of Signage: ☒ New Sign ☐ Sign Reface	Sign Fees are \$100 per sign. Please fill out a single application for each sign.
Sign Type: ☐ Monument ☒ Wall ☐ Projecting ☐ Awning ☐ Roof ☐ Other _____	
Sign Illumination: ☐ Internal ☐ External ☒ Non-Illuminated	Type of Illumination: N/A
Signs Dimensions (width and height): 10" - 8' 3/8" feet by 2' - 6" feet	Signs Square Footage: 26.74
Setback of Monument Sign: N/A feet	Sign Material: Plastic - Oil Change

Applicant Signature: Ben Dariano Date: 10/21/24

By signing this application, I certify that I am the owner of property or the owner's agent, and that the work is authorized with the full knowledge of the owner

OFFICE USE ONLY

Additional Notes:	Zoning Information:	Additional Approvals Required	Additional Requirements:
	Zoning District: _____	☐ Planning and Zoning Board	☐ Certificate of Appropriateness
	☐ Olde Reynoldsburg District		☐ Variance
	P&Z Administrator: _____		☐ Building Permit
	Floodplain Administrator: _____		Date: _____

Sign Submittal Required Materials Checklist:

- ☐ Site Plan showing the following:
 - ☐ Parcel of the property
 - ☐ Location of the sign
 - ☐ If a monument sign, the setback of the monument sign to the property lines
- ☐ Sign Plan showing the following:
 - ☐ Color image of the proposed sign and sign material
 - ☐ The type of sign proposed (monument, wall, awning, projecting, roof, etc).
 - ☐ The dimensions of the proposed sign (height and width)
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 - ☐ Identify if the sign is a new sign or a sign face replacement.
 - ☐ If it is a sign face replacement, an image of the existing sign, and the signs dimensions (height, width & length).
- ☐ Image of the front of the building, identifying the length of the building (if the only business in a single building) or the length of the unit in which the tent is located (for tenants located in areas such as shopping centers).

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ZONING SIGN APPLICATION

☐ Paid: _____

Property Address: 2793 Taylor Rd. Ext.	Parcel ID#(s): 0440379520
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PROPERTY OWNER OF RECORD

Property Owner Names: WalMart	
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 479-273-4000

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: WalMart	Contact Name:
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 614-634-7219
Description of Use: Exising WalMart store	

III. APPLICANT INFORMATION

Applicant Name: Ben Dariano	Applicant Address: 7007 Discovery Blvd., Dublin, OH 43017
Applicant Phone Number: 614-634-7219	Applicant Email: ben.dariano@wdpartners.com

☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer ☒ Owner's Consent Attached.

SIGNAGE INFORMATION ** SEE KEY #11 on plans

Type of Signage: ☒ New Sign ☐ Sign Reface	Sign Fees are \$100 per sign. Please fill out a single application for each sign.
Sign Type: ☐ Monument ☒ Wall ☐ Projecting ☐ Awning ☐ Roof ☐ Other _____	
Sign Illumination: ☐ Internal ☐ External ☒ Non-Illuminated	Type of Illumination: N/A
Signs Dimensions (width and height): 10" - 8' 3/8" feet by 2' - 6" feet	Signs Square Footage: 26.74
Setback of Monument Sign: N/A feet	Sign Material: Plastic - Oil Change

Applicant Signature: Ben Dariano Date: 10/21/24

By signing this application, I certify that I am the owner of property or the owner's agent, and that the work is authorized with the full knowledge of the owner

OFFICE USE ONLY

Additional Notes:	Zoning Information:	Additional Approvals Required	Additional Requirements:
	Zoning District: _____	☐ Planning and Zoning Board	☐ Certificate of Appropriateness
	☐ Olde Reynoldsburg District		☐ Variance
	P&Z Administrator: _____		☐ Building Permit
	Floodplain Administrator: _____		Date: _____

Sign Submittal Required Materials Checklist:

- ☐ Site Plan showing the following:
 - ☐ Parcel of the property
 - ☐ Location of the sign
 - ☐ If a monument sign, the setback of the monument sign to the property lines
- ☐ Sign Plan showing the following:
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 - ☐ The dimensions of the proposed sign (height and width)
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- ☐ Image of the front of the building, identifying the length of the building (if the only business in a single building) or the length of the unit in which the tent is located (for tenants located in areas such as shopping centers).

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ZONING SIGN APPLICATION

☐ Paid: _____

Property Address: 2793 Taylor Rd. Ext.	Parcel ID#(s): 0440379520
--	-------------------------------------

PROPERTY OWNER OF RECORD

Property Owner Names: WalMart	
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 479-273-4000

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: WalMart	Contact Name:
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 614-634-7219
Description of Use: Exising WalMart store	

III. APPLICANT INFORMATION

Applicant Name: Ben Dariano	Applicant Address: 7007 Discovery Blvd., Dublin, OH 43017
Applicant Phone Number: 614-634-7219	Applicant Email: ben.dariano@wdpartners.com

☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer ☒ Owner's Consent Attached.

SIGNAGE INFORMATION ** SEE KEY #12 on plans

Type of Signage: ☒ New Sign ☐ Sign Reface	Sign Fees are \$100 per sign. Please fill out a single application for each sign.
Sign Type: ☐ Monument ☒ Wall ☐ Projecting ☐ Awning ☐ Roof ☐ Other _____	
Sign Illumination: ☐ Internal ☐ External ☒ Non-Illuminated	Type of Illumination: N/A
Signs Dimensions (width and height): 7' - 1" 7/8" feet by 2' - 6" feet	Signs Square Footage: 17.89
Setback of Monument Sign: N/A feet	Sign Material: Plastic - Tire

Applicant Signature: Ben Dariano Date: 10/21/24

By signing this application, I certify that I am the owner of property or the owner's agent, and that the work is authorized with the full knowledge of the owner

OFFICE USE ONLY

Additional Notes:

Zoning Information:	Additional Approvals Required	Additional Requirements:
Zoning District: _____	☐ Planning and Zoning Board	☐ Certificate of Appropriateness
☐ Olde Reynoldsburg District		☐ Variance
P&Z Administrator: _____		☐ Building Permit
Floodplain Administrator: _____		Date: _____

Sign Submittal Required Materials Checklist:

- ☐ Site Plan showing the following:
 - ☐ Parcel of the property
 - ☐ Location of the sign
 - ☐ If a monument sign, the setback of the monument sign to the property lines
- ☐ Sign Plan showing the following:
 - ☐ Color image of the proposed sign and sign material
 - ☐ The type of sign proposed (monument, wall, awning, projecting, roof, etc).
 - ☐ The dimensions of the proposed sign (height and width)
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 - ☐ If it is a sign face replacement, an image of the existing sign, and the signs dimensions (height, width & length).
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ZONING SIGN APPLICATION

☐ Paid: _____

Property Address: 2793 Taylor Rd. Ext.	Parcel ID#(s): 0440379520
--	-------------------------------------

PROPERTY OWNER OF RECORD

Property Owner Names: WalMart	
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 479-273-4000

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: WalMart	Contact Name:
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 614-634-7219
Description of Use: Exising WalMart store	

III. APPLICANT INFORMATION

Applicant Name: Ben Dariano	Applicant Address: 7007 Discovery Blvd., Dublin, OH 43017
Applicant Phone Number: 614-634-7219	Applicant Email: ben.dariano@wdpartners.com

☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer ☒ Owner's Consent Attached.

SIGNAGE INFORMATION ** SEE KEY #13 on plans

Type of Signage: ☒ New Sign ☐ Sign Reface	Sign Fees are \$100 per sign. Please fill out a single application for each sign.
Sign Type: ☐ Monument ☒ Wall ☐ Projecting ☐ Awning ☐ Roof ☐ Other _____	
Sign Illumination: ☐ Internal ☐ External ☒ Non-Illuminated	Type of Illumination: N/A
Signs Dimensions (width and height): 7' - 1" 7/8" feet by 2' - 6" feet	Signs Square Footage: 17.89
Setback of Monument Sign: N/A feet	Sign Material: Plastic - Tire

Applicant Signature: Ben Dariano Date: 10/21/24

By signing this application, I certify that I am the owner of property or the owner's agent, and that the work is authorized with the full knowledge of the owner

OFFICE USE ONLY

Additional Notes:	Zoning Information:	Additional Approvals Required	Additional Requirements:
	Zoning District: _____	☐ Planning and Zoning Board	☐ Certificate of Appropriateness
	☐ Olde Reynoldsburg District		☐ Variance
	P&Z Administrator: _____		☐ Building Permit
	Floodplain Administrator: _____		Date: _____

Sign Submittal Required Materials Checklist:

- ☐ Site Plan showing the following:
 - ☐ Parcel of the property
 - ☐ Location of the sign
 - ☐ If a monument sign, the setback of the monument sign to the property lines
- ☐ Sign Plan showing the following:
 - ☐ Color image of the proposed sign and sign material
 - ☐ The type of sign proposed (monument, wall, awning, projecting, roof, etc).
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ZONING SIGN APPLICATION

☐ Paid: _____

Property Address: 2793 Taylor Rd. Ext.	Parcel ID#(s): 0440379520
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PROPERTY OWNER OF RECORD

Property Owner Names: WalMart	
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 479-273-4000

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: WalMart	Contact Name:
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 614-634-7219
Description of Use: Exising WalMart store	

III. APPLICANT INFORMATION

Applicant Name: Ben Dariano	Applicant Address: 7007 Discovery Blvd., Dublin, OH 43017
Applicant Phone Number: 614-634-7219	Applicant Email: ben.dariano@wdpartners.com

☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer ☒ Owner's Consent Attached.

SIGNAGE INFORMATION ** SEE KEY #14 on plans

Type of Signage: ☒ New Sign ☐ Sign Reface	Sign Fees are \$100 per sign. Please fill out a single application for each sign.
Sign Type: ☐ Monument ☒ Wall ☐ Projecting ☐ Awning ☐ Roof ☐ Other _____	
Sign Illumination: ☐ Internal ☐ External ☒ Non-Illuminated	Type of Illumination: N/A
Signs Dimensions (width and height): 7' - 1" 7/8" feet by 2' - 6" feet	Signs Square Footage: 17.89
Setback of Monument Sign: N/A feet	Sign Material: Plastic - Tire

Applicant Signature: Ben Dariano Date: **10/21/24**

By signing this application, I certify that I am the owner of property or the owner's agent, and that the work is authorized with the full knowledge of the owner

OFFICE USE ONLY

Additional Notes:	Zoning Information:	Additional Approvals Required	Additional Requirements:
	Zoning District: _____	☐ Planning and Zoning Board	☐ Certificate of Appropriateness
	☐ Olde Reynoldsburg District		☐ Variance
	P&Z Administrator: _____		☐ Building Permit
	Floodplain Administrator: _____		Date: _____

Sign Submittal Required Materials Checklist:

- ☐ Site Plan showing the following:
 - ☐ Parcel of the property
 - ☐ Location of the sign
 - ☐ If a monument sign, the setback of the monument sign to the property lines
- ☐ Sign Plan showing the following:
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ZONING SIGN APPLICATION

☐ Paid: _____

Property Address: 2793 Taylor Rd. Ext.	Parcel ID#(s): 0440379520
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PROPERTY OWNER OF RECORD

Property Owner Names: WalMart	
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 479-273-4000

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: WalMart	Contact Name:
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 614-634-7219
Description of Use: Exising WalMart store	

III. APPLICANT INFORMATION

Applicant Name: Ben Dariano	Applicant Address: 7007 Discovery Blvd., Dublin, OH 43017
Applicant Phone Number: 614-634-7219	Applicant Email: ben.dariano@wdpartners.com

☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer ☒ Owner's Consent Attached.

SIGNAGE INFORMATION ** SEE KEY #15 on plans

Type of Signage: ☒ New Sign ☐ Sign Reface	Sign Fees are \$100 per sign. Please fill out a single application for each sign.
Sign Type: ☐ Monument ☒ Wall ☐ Projecting ☐ Awning ☐ Roof ☐ Other _____	
Sign Illumination: ☐ Internal ☐ External ☒ Non-Illuminated	Type of Illumination: N/A
Signs Dimensions (width and height): 7' - 1" 7/8" feet by 2' - 6" feet	Signs Square Footage: 17.89
Setback of Monument Sign: N/A feet	Sign Material: Plastic - Tire

Applicant Signature: Ben Dariano Date: 10/21/24

By signing this application, I certify that I am the owner of property or the owner's agent, and that the work is authorized with the full knowledge of the owner

OFFICE USE ONLY

Additional Notes:	Zoning Information:	Additional Approvals Required	Additional Requirements:
	Zoning District: _____	☐ Planning and Zoning Board	☐ Certificate of Appropriateness
	☐ Olde Reynoldsburg District		☐ Variance
	P&Z Administrator: _____		☐ Building Permit
	Floodplain Administrator: _____		Date: _____

Sign Submittal Required Materials Checklist:

- ☐ Site Plan showing the following:
 - ☐ Parcel of the property
 - ☐ Location of the sign
 - ☐ If a monument sign, the setback of the monument sign to the property lines
- ☐ Sign Plan showing the following:
 - ☐ Color image of the proposed sign and sign material
 - ☐ The type of sign proposed (monument, wall, awning, projecting, roof, etc).
 - ☐ The dimensions of the proposed sign (height and width)
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 - ☐ Identify if the sign is a new sign or a sign face replacement.
 - ☐ If it is a sign face replacement, an image of the existing sign, and the signs dimensions (height, width & length).
- ☐ Image of the front of the building, identifying the length of the building (if the only business in a single building) or the length of the unit in which the tent is located (for tenants located in areas such as shopping centers).

* Please know that incomplete applications will not be accepted.

* All Applications are submitted in person, through mail, or to the Building Department by email at:
permit@reynoldsburg.gov

* Applications will not be processed until payment is received for said application.

* Applications have a general 30 day turn around time period from once they are officially processed until a determination from zoning is given.

ZONING SIGN APPLICATION

☐ Paid: _____

Property Address: 2753 Taylr Rd. Ext	Parcel ID#(s): 0440379520
--	-------------------------------------

PROPERTY OWNER OF RECORD

Property Owner Names: Walmart	
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 479-273-4000

II. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: Walmart	Contact Name: Real Estate
Contact Email: wdpermits@wdpartners.com	Contact Phone Number: 479-273-4000
Description of Use: Existing Walmart store	

III. APPLICANT INFORMATION

Applicant Name: Ben Dariano, WD Partners	Applicant Address: 7007 Disocvery Blvd. , Dublin, OH 43017
Applicant Phone Number: 614-634-7219	Applicant Email: ben.dariano@wdpartners.com

☐ Property Owner ☐ Business Owner/Tenant ☐ Contractor ☒ Architect/Engineer ☒ Owner's Consent Attached.

SIGNAGE INFORMATION

Type of Signage: ☐ New Sign ☒ Sign Reface	Sign Fees are \$100 per sign. Please fill out a single application for each sign.
Sign Type: ☒ Monument ☐ Wall ☐ Projecting ☐ Awning ☐ Roof ☐ Other _____	
Sign Illumination: ☒ Internal ☐ External ☐ Non-Illuminated	Type of Illumination: led
Signs Dimensions (width and height): n/a feet by n/a feet	Signs Square Footage: existing- no change
Setback of Monument Sign: existing feet	Sign Material: plastic

Applicant Signature: Ben Dariano Date: 9/19/24

By signing this application, I certify that I am the owner of property or the owner's agent, and that the work is authorized with the full knowledge of the owner

OFFICE USE ONLY

Additional Notes:

Zoning Information:

Zoning District: _____

☐ Olde Reynoldsburg District

P&Z Administrator: _____

Floodplain Administrator: _____

Additional Approvals Required

☐ Planning and Zoning Board

Additional Requirements:

☐ Certificate of Appropriateness

☐ Variance

☐ Building Permit

Date: _____

Date: _____

Sign Submittal Required Materials Checklist:

- ☐ Site Plan showing the following:
 - ☐ Parcel of the property
 - ☐ Location of the sign
 - ☐ If a monument sign, the setback of the monument sign to the property lines
- ☐ Sign Plan showing the following:
 - ☐ Color image of the proposed sign and sign material
 - ☐ The type of sign proposed (monument, wall, awning, projecting, roof, etc).
 - ☐ The dimensions of the proposed sign (height and width)
 - ☐ The type of illumination (internally illuminated, externally illuminated, non-illuminated, etc.)
 - ☐ Identify if the sign is a new sign or a sign face replacement.
 - ☐ If it is a sign face replacement, an image of the existing sign, and the signs dimensions (height, width & length).
- ☐ Image of the front of the building, identifying the length of the building (if the only business in a single building) or the length of the unit in which the tent is located (for tenants located in areas such as shopping centers).

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Marie Meeks

From: Ryan Halverson <Ryan.Halverson@WDPartners.com>
Sent: Wednesday, October 16, 2024 12:40 PM
To: Marie Meeks; Ben Dariano; Development Department
Cc: Phoenix Buathier; Andy Reimer; Jess Cabrera
Subject: RE: Walmart Signage Reynoldsburg OH #02726-1000
Attachments: 02726 Reynoldsburg, OH - Sigange Submittal.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Hello Marie,

Please see the attached Signage package.
11 hard copies are to follow per previous submittal request.

1. *Any building/site modifications, including new lighting, new bollards, and any changes to the exterior of the building would be a separate Zoning Certificate (building/site modification) application. I have attached the Zoning Certificate application to this email.*

Response: Acknowledged. Separate items to be addressed after signage.

7. *It is unclear how sheets RD202.642, RD1069.652, RD4018.052, RH0122.000, and the SlingShot Face to Face Slicer Mounting System sheet relate to the proposed sign variance or sign permits. Please state the purpose of including these sheets in the package, or if they were submitted unintentionally, please state that they were submitted unintentionally.*

Response: Cutsheets identified above pertain to interior scope. These items are not required for signage review.

Please contact Ben Dariano if there are further concerns.

Thank You

Ryan Halverson

Designer, Architecture

Direct 614 634 7310

www.wdpartners.com



This message and any attachments are intended for the designated recipient only and may contain privileged, proprietary, or otherwise private information. If you have received it in error, please notify the sender immediately and delete the original. Any other use of the email by you is prohibited. Thank you.

From: Marie Meeks <mmeeks@reynoldsburg.gov>
Sent: Wednesday, October 16, 2024 11:08 AM
To: Ben Dariano <Ben.Dariano@WDPartners.com>; Development Department <developmentdepartment@reynoldsburg.gov>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Ryan Halverson <Ryan.Halverson@WDPartners.com>; Andy

Marie Meeks

From: Joe Magerko <joe.magerko@violet.oh.us>
Sent: Tuesday, November 19, 2024 10:23 AM
To: Marie Meeks
Cc: Phoenix Buathier
Subject: RE: 2793 Taylor Road - Sign Variance

[NOTICE: This email originated outside of the City of Reynoldsburg.]

Fire Department has no comments for the sign variance.

Joe Magerko Fire Safety Inspector

Violet Township Fire Department
8700 Refugee Rd.
Pickerington Oh, 43147
Office: 614-382-5922
Mobile: 614-565-3225

From: Marie Meeks <mmeeks@reynoldsburg.gov>
Sent: Tuesday, November 19, 2024 9:26 AM
To: Joe Magerko <joe.magerko@violet.oh.us>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: 2793 Taylor Road - Sign Variance

Good morning,

Please see the attached Sign Variance application for 2793 Taylor Road and let me know if the Fire Department has any comments about this application by November 26th.

Thank you for your help!

Marie Meeks
PLANNER 1

—

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov