

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, January 16, 2025

6:00 PM

Council Chambers

A. CALL TO ORDER

1. ROLL CALL

1. Appoint Chair, Vice Chair and Secretary

2. APPROVAL OF MINUTES

1. Planning & Zoning Board - Regular Meeting - 12/5/2024
2. Planning & Zoning Board - Regular Meeting - 12/19/2024

3. APPROVAL OF AGENDA

4. SWEARING IN OF SPEAKERS

B. PUBLIC COMMENT

C. UNFINISHED 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

D. NEW BUSINESS

1. App# 2024-0871; 7535 E. Main St.; Ron Arps for Cacchillo & Daniel Inc.; Certificate of Appropriateness
2. App# 2024-0866; 7514 E. Main St.; Dilli Subedi for Nepali RK Clothing LLC; Certificate of Appropriateness

E. OTHER BUSINESS

1. App# 2024-0713; 2793 Taylor Rd.; Ben Dariano of WD Partners for Walmart; Variance - Withdrawn

2. Zoning Code

F. ADJOURNMENT

ADJOURNMENT



**MINUTES REGULAR MEETING
REYNOLDSBURG PLANNING & ZONING BOARD
December 5, 2024**

CALL TO ORDER

ROLL CALL

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

ABSENT: Alabi

APPROVAL OF MINUTES

Planning & Zoning Board - Regular Meeting - 11/07/2024

Minutes stand approved.

APPROVAL OF AGENDA

Agenda stands approved.

SWEARING IN OF SPEAKERS

Speakers sworn in by Mr. Furst.

PUBLIC COMMENT

None

UNFINISHED BUSINESS

None

NEW BUSINESS

App# 2024-0630; 2467 Taylor Square Dr.; Kush Patel for 256 Hotel Group, LLC; Variance

Ms. Buathier read the staff report into the record.

Mr. Patel explained that this is a Marriott branded property and their standards are fairly strict. They require a 1:1 parking space to room ratio. This is why they asked for the island variance.

Mr. Furst told the applicant that they are not allowed to grant preferences.

The applicant did point out that on the north end of the property there's a retention system that was built for the overall development. They could potentially add islands there, but no trees would be allowed due to the depth restriction. The detention for all the surrounding parcels is on this one site, making it unique to this parcel.

Mr. Furst asked the applicant if any other remedies were available. The applicant said that the idea of the islands is to add additional landscaping. They are willing to add additional trees to the site.

Mr. Patel asked to table the variance request for the number of islands.

Mr. Benner: Based on the applicants request, I move that we table this until the January 16th, 2025 meeting.

Ms. Kleckley: I second.

RESULT:	Tabled - Request for reduced islands
MOVER:	Benner
SECONDER:	Kleckley
AYES:	Brusk, Furst, Ward, Benner, Kleckley, Barnhart

The drive width and perimeter landscaping variance is still being discussed.

Mr. Brusk: Based on the lack of questions, I move that we accept both of these variances.

Ms. Barnhart: I second.

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

App# 2024-0629; 2467 Taylor Square Dr.; Kush Patel for 256 Hotel Group, LLC; Conditional Use

Ms. Buathier read the staff report into the record.

A conditional use cannot be granted without meeting all the zoning code standards. Since a variance was tabled, Mr. Furst asked if the applicant would like to table this conditional use.

Mr. Fox asked for clarification on how the process worked if there were to resolve the variance with staff. He feels that the conditional use should be approved, and the variance can be worked out with staff.

Mr. Benner asked if the applicant had reviewed with Marriott regarding the parking islands and the applicant wasn't aware of the staff's denial until today.

With the brand requirements and the city requirements, Mr. Benner is not comfortable approving the conditional use with outstanding variances.

Mr. Furst: I move that we table this application to our January 16th, 2025 meeting.

Mr. Benner: I second.

RESULT:	Tabled until January 16th, 2025
MOVER:	Furst
SECONDER:	Benner
AYES:	Barnhart, Brusk, Ward, Kleckley, Benner, Furst

App# 2024-0807; 7295 E. Main St.; Nancy Dickerson for Reynoldsburg Animal Hospital; Certificate of Appropriateness

Ms. Buathier read the staff report into the record.

Mr. Tonne is here responding to a code violation for not having the dumpster enclosed.

Mr. Furst: It is clear to me that your application meets the standards. I move that we approve this application as submitted.

Ms. Barnhart: I second.

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

App# 2024-0780; 2829 Taylor Rd.; Branham Sign Co., Inc for Bath and Body Works; Variance

Ms. Buathier read the staff report into the record.

Mr. Butsko explained that during the renovation the side wall sign was removed in error. Their main concern is the safety of the consumers. As cars come from the west, this sign is visible, allowing drivers to see there's another store and to help consumers safely cross the road. Additionally, the previous sign was seven years old and was due for maintenance.

Mr. Furst asked if there had been any safety accidents or collisions in front of this store. The sign has been there since 2016, and they believe that the sign aided in the lack of reported accidents.

Mr. Furst has concerns that the board has denied previous signs that do not face a public entrance.

Ms. Buathier read the code regarding wall signs.

Mr. Benner believes granting this variance would set a precedent that would allow special treatment for the applicant. Mr. Brusk agrees.

Ms Barnhart asked if the Famous Footwear on the other end had two signs. It does have two signs, but is legal non-conforming. Ms. Barnhart asked if we identify a timeframe to replace signage in our code. We don't have a defined timeframe. However, the applicant was made aware when they submitted both signs that they would need a variance for the side sign, and they withdrew their request for the variance at that time. The applicant claims that due to the time constraints of the project they just wanted to get the signs approved as quickly as possible. Ms. Buathier explained that all applicants are told not to remove the sign because once the sign is removed they lose their legal non-conformity.

Mr. Furst is not confident that the applicant meets the requirements of this application.

Mr. Brusk asked Mr. Shook whether it was for the benefit of the board to motion in a positive or negative way. Mr. Shook did not have a microphone, so his response is inaudible.

Mr. Benner: I move that we deny this variance based on the parameters of 1105.03C 7.1.

Mr. Brusk: I second.

RESULT: Approved

MOVER:	Benner
SECONDER:	Brusk
AYES:	Furst, Ward, Kleckley, Brusk, Benner
NAYS:	Barnhart

**App# 2024-0713; 2793 Taylor Rd.; Ben Dariano of WD Partners for Walmart;
Variance**

Ms. Meeks read the staff report into the record.

Mr. Lorenz is speaking for the applicant. He does concur with all the staff's recommendations for approval. He does ask that the board consider signs 10-15 as directional. These are in place currently, and this is like a replacement. They are OK with signs 5, 6 and 9 being removed. The applicant verified these are all new signs and not replacements because the building will be getting fresh paint as well. Staff left it up for the board to decide if 10-15 are considered to be directional. If they are not directional, they will need a variance.

Mr. Shook spoke, but didn't have a microphone, so it was inaudible.

Ms. Buathier read the definition of directional from the code to the board.

Ms. Barnhart asked about the previous application at Bob's Furniture.

Mr. Furst asked Mr. Brusk to clarify why he believes these can be considered directional signs. Enter, exit, etc. are saying how or where to enter, and he feels that is all that the tires sign is saying, come here for tires.

Mr. Benner read the last part of the definition that says the sign shall not include any business information other than the business logo. Not tires, not anything else.

Ms. Barnhart sees this as being more of a convenience. She is thinking of other businesses in Reynoldsburg where they are not able to label the bays. She is afraid this will set a precedent for other auto businesses in Reynoldsburg.

Mr. Benner expressed that the board is bound by the code. We are in a place where the code is a law, and we can't go against that just because these businesses want to rebrand.

Mr. Lorenz: This is a department store where people go to specific entrances for specific products. When you take the application and apply it that way, these are directional signs.

Ms. Barnhart is thankful that businesses are rebranding and updating. Unfortunately, we don't have concessions for that in the code.

Mr. Brusk doesn't think a sign saying "tires" is business information when it is where you go in to get the tires.

Mr. Furst asked the applicant to address how the variance factors are met specifically to the hardship and uniqueness of the site.

Under the code, this building would be allowed round 1,275 ft of signage. This location has multiple entrances with multiple destinations. It is way finding and safety in the parking lot. The massing of the building required a larger sign and direction. The applicant states this variance request is the minimum amount necessary for the building.

The building is uniquely large in the district. It is 200,000 sq ft. The smaller signs would be completely disproportionate to the massing and the scale of the building. Mr. Lorenz believes the smaller signs would present a safety concern. The traffic patterns on the site have been changed, and it has created a cross-over. Customers need to be able to identify which section they need to park in to get the items they need.

The board discussed sign 1 (Walmart) - The building frontages is over 600 ft long. The code permits two wall signs that parallel the main road to have up to 2x the amount of building frontage. They are allowed around 1200 sq ft. of signage. This sign is not that large.

Mr. Furst: Based on discussion, I'm satisfied that the factors in 1109.11D are met. I move that we accept the recommendation.

Ms. Barnhart: I'll second.

RESULT:	Sign 1 was approved
MOVER:	Furst
SECONDER:	Barnhart
AYES:	Ward, Kleckley, Brusk, Benner, Furst, Barnhart

Signs 2 and 3.

Mr. Furst: I would suggest the same considerations as sign one be considered. I move that we accept staff's recommendation 2.

Mr. Benner: I second.

RESULT:	Sign 2 and 3 approved
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MOVER:	Furst
SECONDER:	Barnhart
AYES:	Barnhart, Furst, Benner, Brusk, Kleckley, Ward

Sign 4 and 8, staff recommendation #3 - Pickup signs

The precedent has been set previously for other buildings in this district for pickup signs. Staff doesn't consider these to be directional signs, therefore a variance is requested for the number of signs. Mr. Brusk and Mr. Benner consider these to be directional signs, but our code does not state that. The board would like to review directional signs in 2025 code updates.

Mr. Benner: I make a motion that we approve the sign variance for signs 4 and 8. As recommended in the staff report,

Mr. Brusk: I second.

RESULT:	Signs 4 and 8 approved
MOVER:	Benner
SECONDER:	Brusk
AYES:	Ward, Kleckley, Brusk, Benner, Furst, Barnhart

Signs 5,6,9,10,11,12,13,14,15, staff's recommendation number 4.

Mr. Brusk would like to consider these directional signs.

Mr. Lorenz asked to withdraw the request for signs 5,6,9.
Signs 10-15 are being considered. These are the signs over the auto garage entrances.

Mr. Shook had discussion, but it was inaudible.

Mr. Brusk: I make a motion for signs 10-15 to be considered directional signs.

Ms. Ward: I second.

RESULT:	Denied that these are directional signs 10-15
MOVER:	Brusk
SECONDER:	Ward
AYES:	Brusk, Ward
NAYS:	Barnhart, Benner, Kleckley, Furst

Mr. Furst: I do not think these meet the variance factors.

Ms. Barnhart clarified whether the applicant could reface the current signs. Ms. Buathier explained the legal non-conforming standards.

Mr. Lorenz asked for the fourth item to be tabled until January 16th, 2025. He will work with staff and talk to the clients.

Mr. Furst: The applicant has requests up to table until the January 16th, 2025 meeting. I so move.

Mr. Benner: I second.

RESULT:	Tabled until January 16th, 2025
MOVER:	Furst
SECONDER:	Benner
AYES:	Brusk, Kleckley, Furst, Ward, Benner, Barnhart

OTHER BUSINESS

ADJOURNMENT

Planning and Zoning Administrator

Chairman



**MINUTES REGULAR MEETING
REYNOLDSBURG PLANNING & ZONING BOARD
December 19, 2024**

CALL TO ORDER

ROLL CALL

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

APPROVAL OF AGENDA

Agenda stands approved

SWEARING IN OF SPEAKERS

Speakers sworn in by Mr. Furst.

PUBLIC COMMENT

None

UNFINISHED BUSINESS

App# 2024-0565; 6014 E. Livingston Ave; John Gleason for Caribbean Grocery Store LLC; Conditional Use

Ms. Buathier read the staff report into the record.

Mr. Gleason applied for a conditional use and then was made aware that he would need to comply with parking standards and needed a variance. Mr. Gleason passed out plans to the board. He asked the board for some direction on how to move forward with this application.

Mr. Furst explained the board is not in the habit of approving a conditional use with an open variance. The board's hands are tied with the parking standards. Mr. Furst let the applicant know to refer to the code as far as required documents. The board is willing to hold the application at the applicant's request.

Mr. Gleason: We would request the application to be held.

Mr. Furst: I move that per the applicants request, we table this application until the February 20, 2025 meeting.

Mr. Benner: Second.

RESULT:	Tabled until the February 20, 2025 meeting.
MOVER:	Furst
SECONDER:	Benner
AYES:	Ward, Kleckley, Brusk, Barnhart, Alabi, Benner, Furst

NEW BUSINESS

None

OTHER BUSINESS

ADJOURNMENT

Planning and Zoning Administrator

Chairman

January 6, 2025

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. **Update:** The applicant previously came before the Planning and Zoning Board at the December 5, 2024 meeting. The applicant was granted the removal of perimeter landscaping, and the drive aisle width reduction variance by the Board at the December 5, 2024 meeting. The final variance request, to reduce the number of parking lot islands from 11 to 8, was placed on hold until the January 16, 2025 meeting. The applicant has since turned in a revised landscape plan showing the required 11 parking lots islands, thus not needing a variance request. However, since the variance request exists, it is required to come back before the Planning and Zoning Board. Staff recommends denial of the variance request, due to Section 1105.07.J.ii development standards being met, unless the applicant would like to withdraw their variance request for a reduction in parking lot islands. Below is the previous staff report.
2. **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”

3. 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.

4. 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: January 6, 2025

To: Phoenix Buathier, 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 are a total of 102 parking spaces including 5 ADA spaces at the east side of the structure.
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 without an easement. New sewer easement will need to shown on the

PGU. The sanitary service connection was shown on the east side of the building connection to the new sewer. 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 20,260 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. 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 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: _____	☐ Major/Minor Site Plan	Date: _____
	☐ Olde Reynoldsburg District	☐ Other: _____	☐ Approved as Submitted
			☐ Approved w/ Conditions
			☐ Tabled
			☐ Denied
P&Z Administrator: _____		Date: _____	

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.

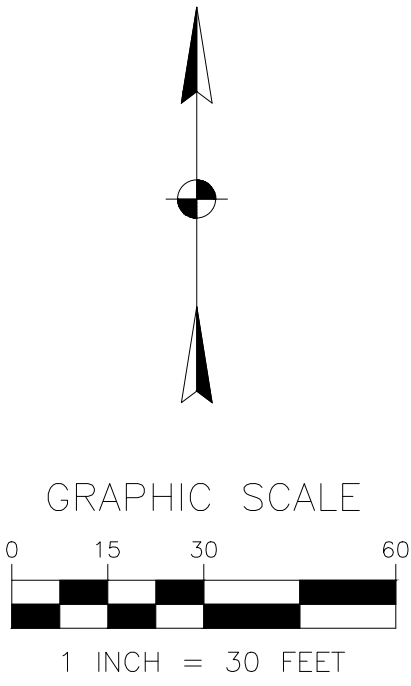
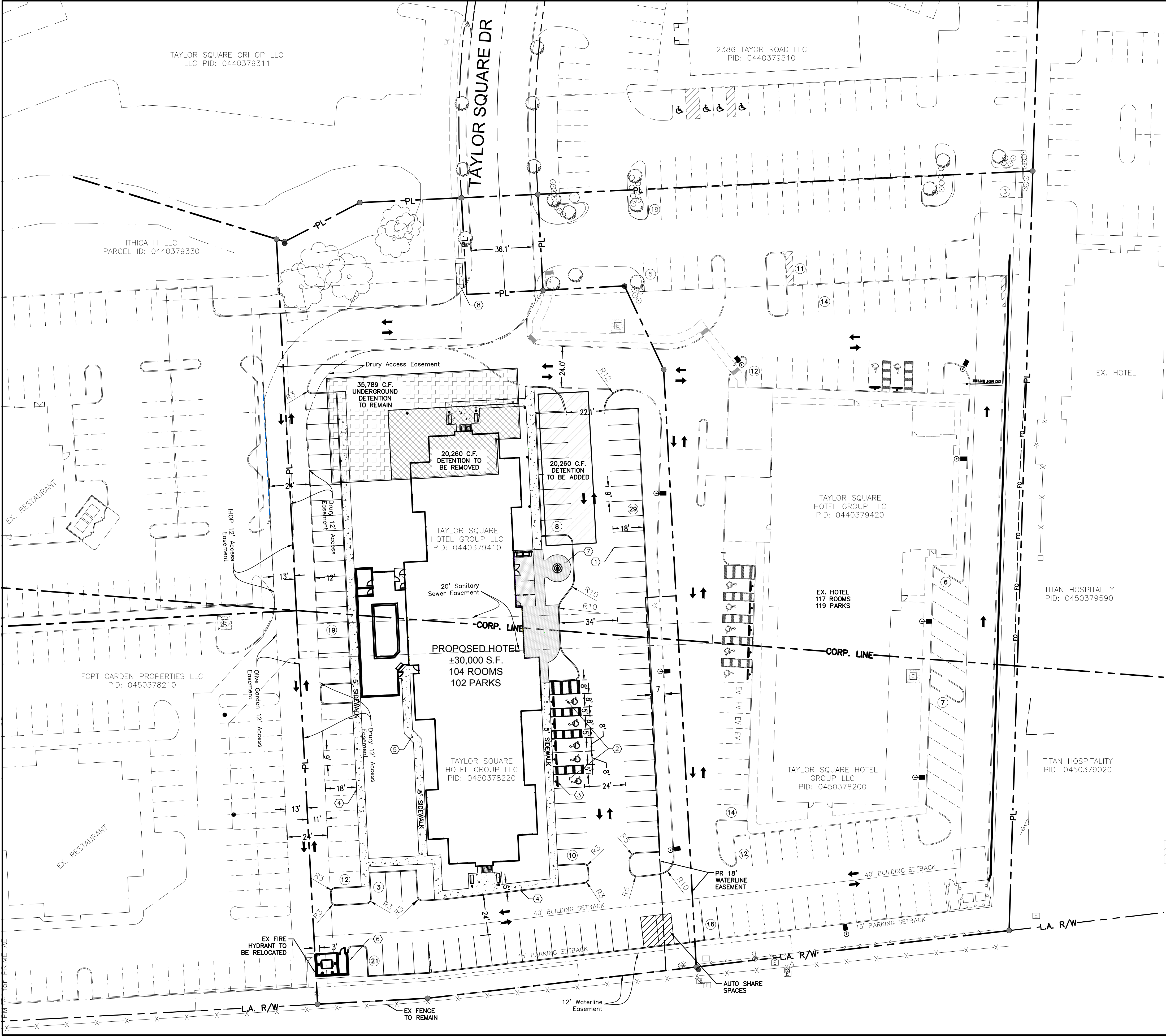
Section 1109.11.D Drive Aisle

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.*

C:\Users\stox\Desktop\Temp\EO-H010-22360 Taylor Square Hotel Group LLC\500-CAD\591-Civil\593-PrintSheets\CONCEPT\Townplace Concept\24-12-26 RESUBMITTAL\Site Plan SF.dwg by: stox on 12/23/2024 1:29



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
2 AUTO SHARE SPACES PROVIDED, PARKING REQUIRED REDUCED BY 2 SPACES
TOTAL REQUIRED PARKING = 104
PARKING PROVIDED: = 102 (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

- 4" WHITE STRIPING FOR STANDARD PARKING STALLS
- HANDICAP PARKING AND VAN ACCESSIBLE SIGNS.
- PARKING BLOCK,
- COMBINED CURB AND WALK
- PROPOSED 5' SIDEWALK
- PROPOSED DUMPSTER ENCLOSURE, SEE ARCHITECTURAL PLANS FOR DETAIL
- PROPOSED PATIO, SEE ARCHITECTURAL PLANS FOR DETAIL
- 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

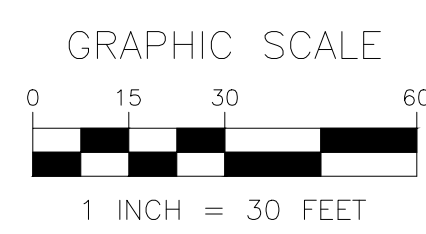
FOR

MARIOTT TOWNPLACE

TAYLOR SQUARE DRIVE

SITE PLAN

DATE	
REVISIONS	
NO	
DRAWN BY:	CHECKED BY:
JS	SF
SCALE:	1" = 30'
DATE:	12/18/2024
SHEET NO.	C-1



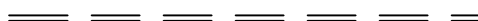
UTILITY PLAN NOTES

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
  PATIO PAVERS

 REMOVED UNDERGROUND STORM
  PROPOSED CONCRETE SURFACE

PRELIMINARY
NOT FOR CONSTRUCTION



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

[illegible]

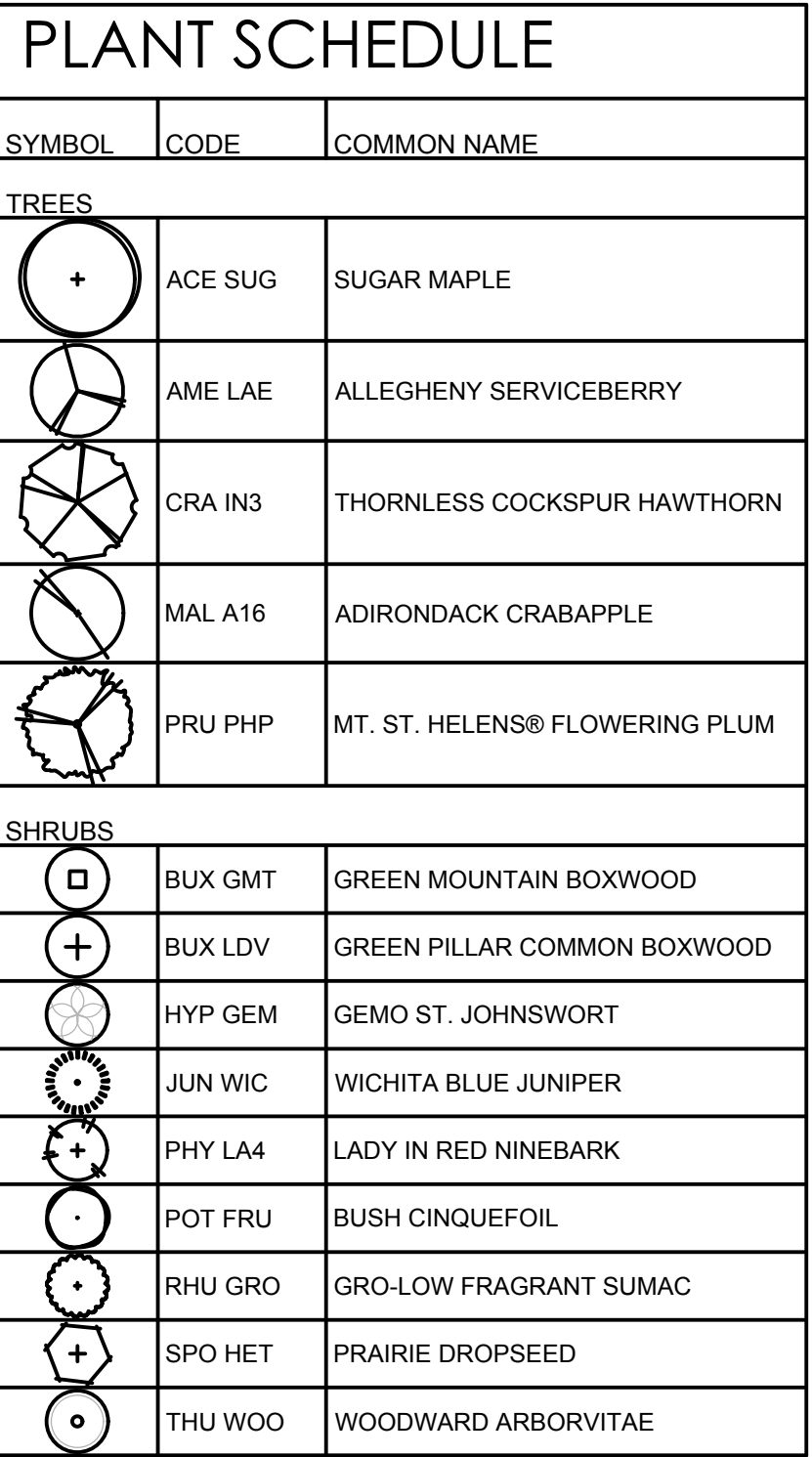
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JS	SF

SCALE:
1" = 30'

DATE: 12/18/2024

SHEET NO. _____

C-2



PRELIMINARY
NOT FOR CONSTRUCTION

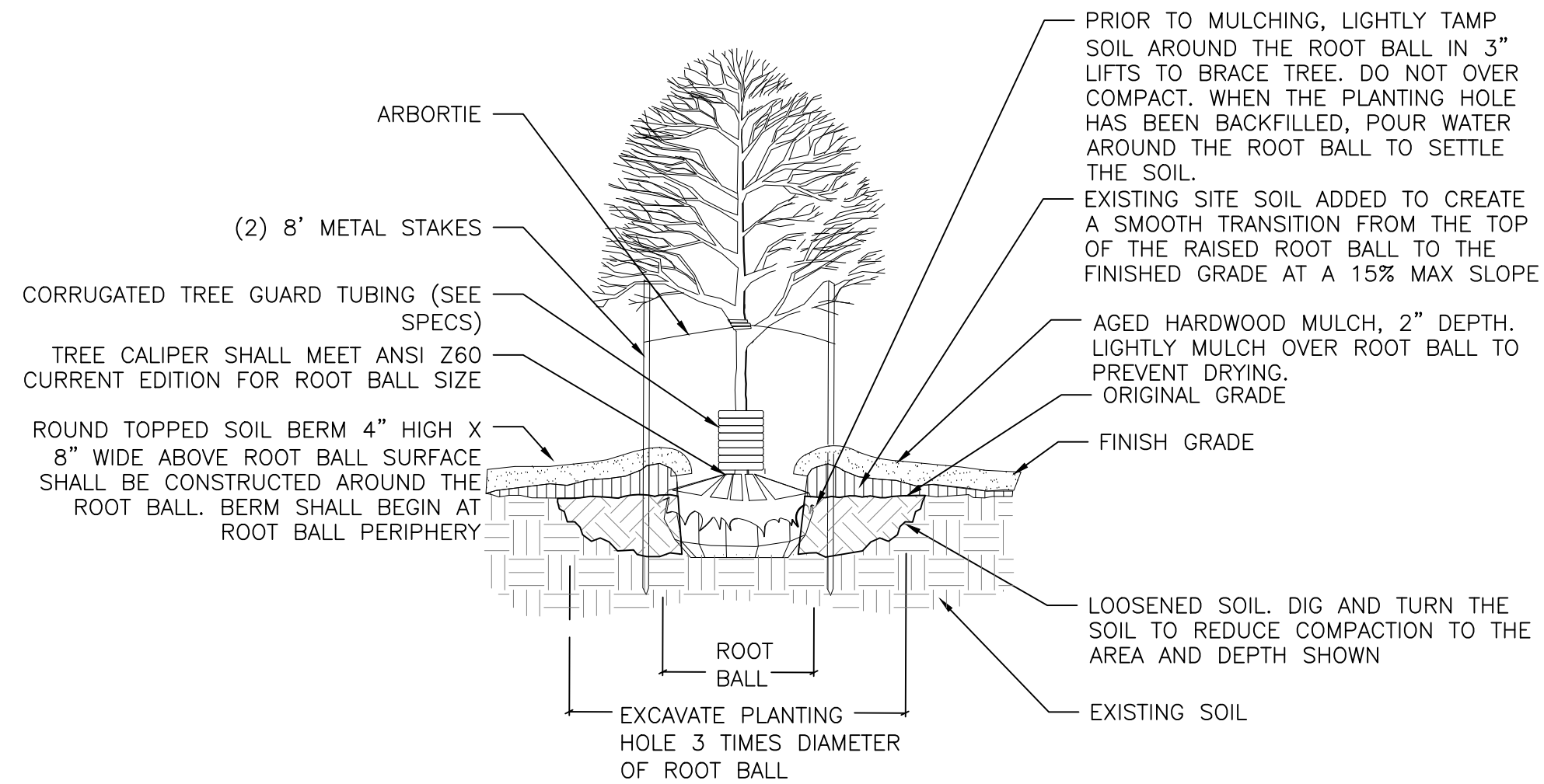


PRIME
8415 PULSAR PLACE | SUITE 300
COLUMBUS, OH 43240
P 614-839-0250 | F 614 839 0251

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

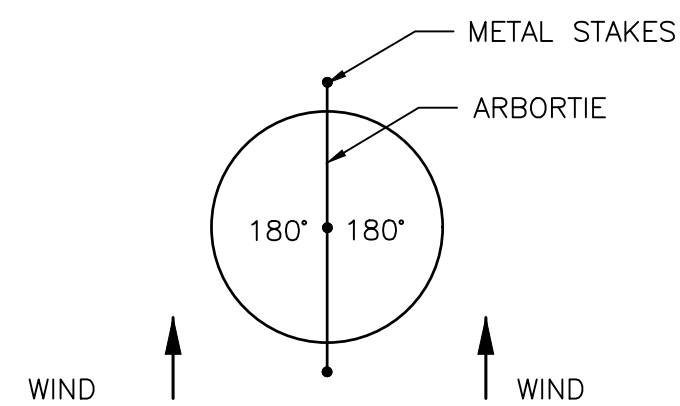
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REVISIONS										
NO.										
DRAWN BY: JS					CHECKED BY: SF					
SCALE: 1" = 30'										
DATE: 10/18/2024										
SHEET NO.										

L-2



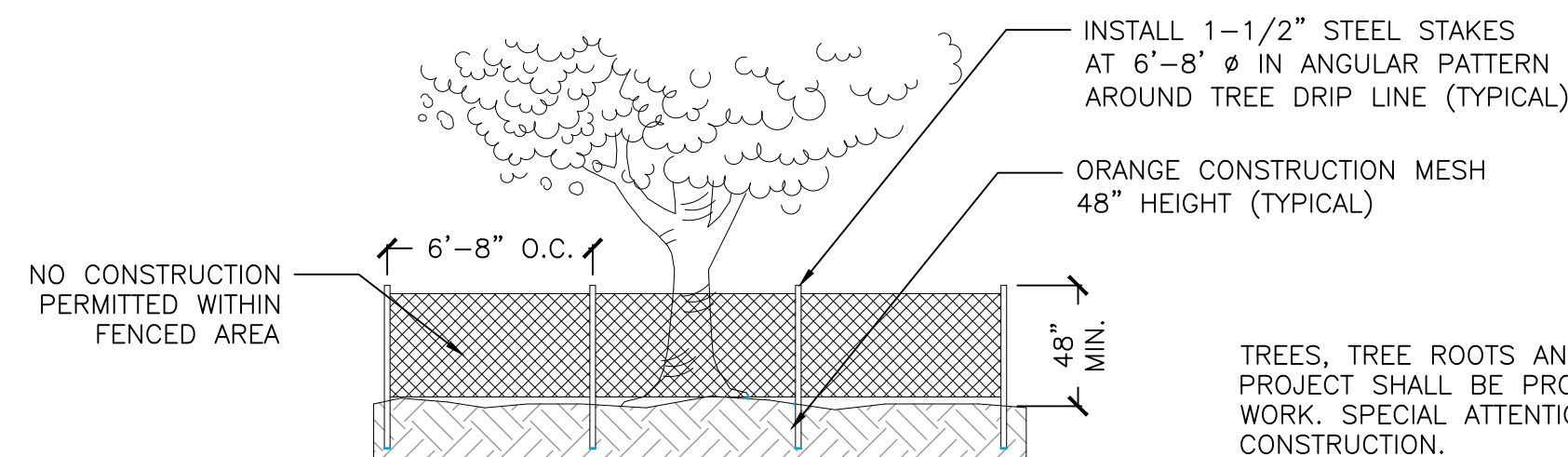
DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE



GUYING PATTERN FOR DECIDUOUS TREE PLANTING

NOT TO SCALE



TREE PROTECTION DETAIL

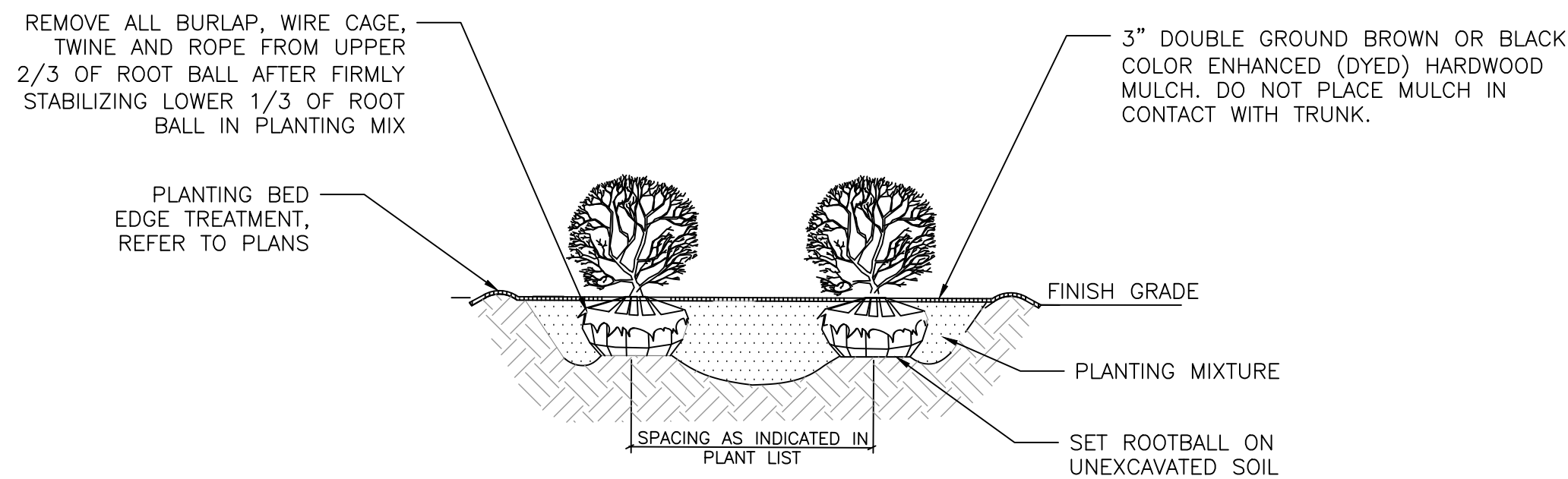
TO BE USED ON ALL EXISTING TREES
NO SCALE

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.



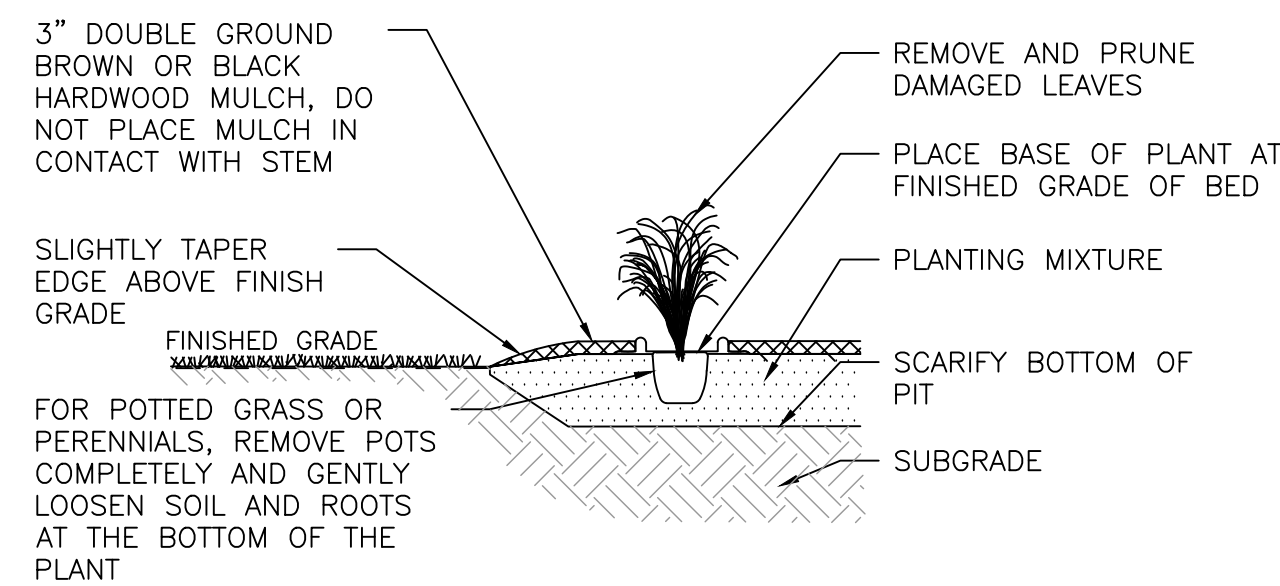
NOTES:

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.

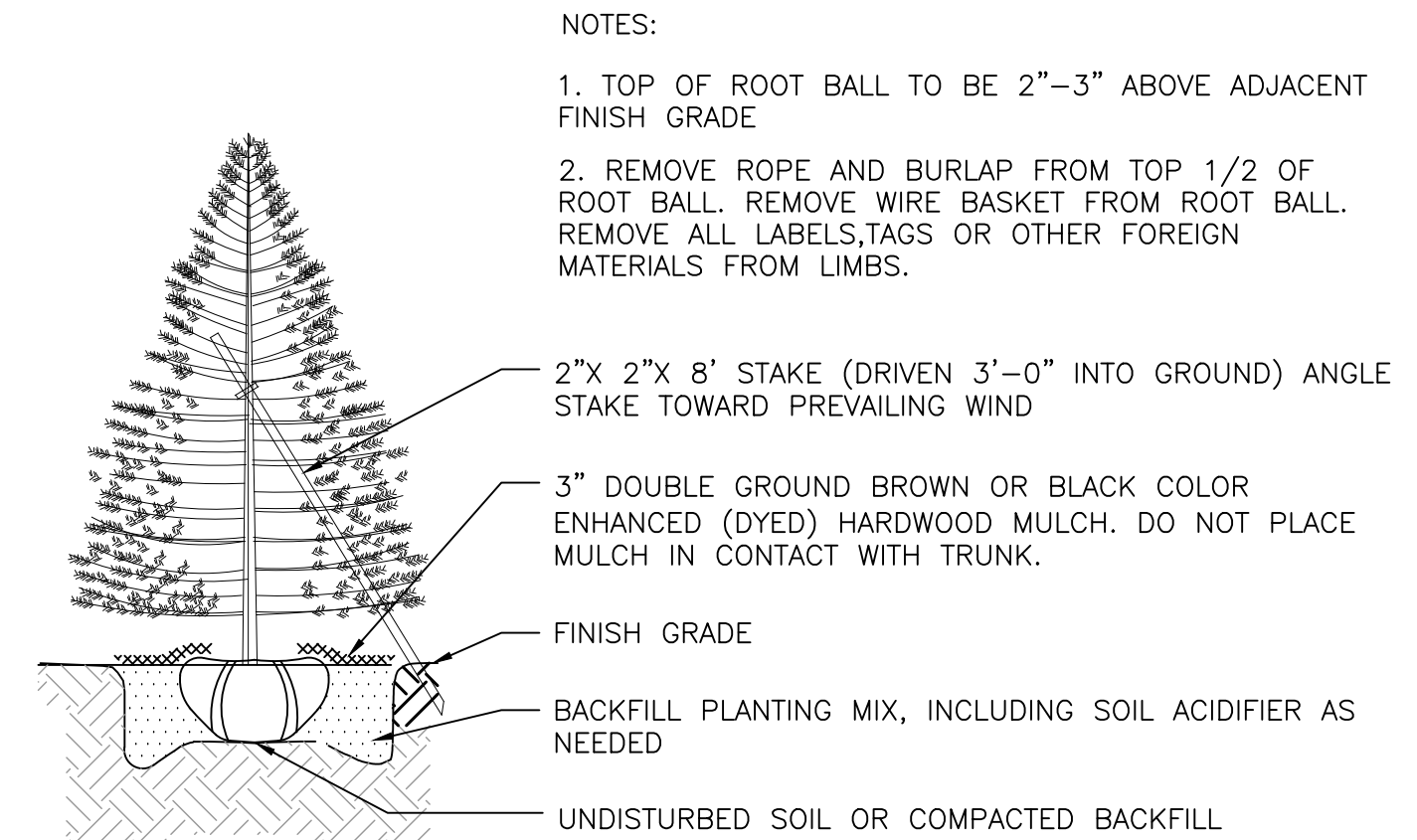
MASS SHRUB PLANTING DETAIL
(B&B OR CONTAINER)

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

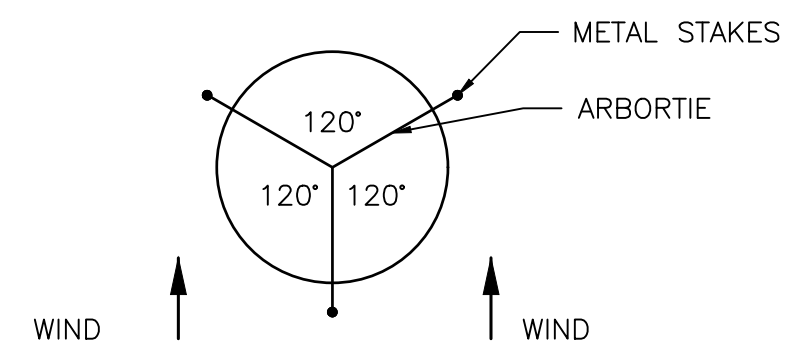
- 3" DOUBLE GROUND BROWN OR BLACK COLOR
ENHANCED (DYED) HARDWOOD MULCH. DO NOT PLACE
MULCH IN CONTACT WITH TRUNK.

- FINISH GRADE
- BACKFILL PLANTING MIX, INCLUDING SOIL ACIDIFIER AS

- * 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

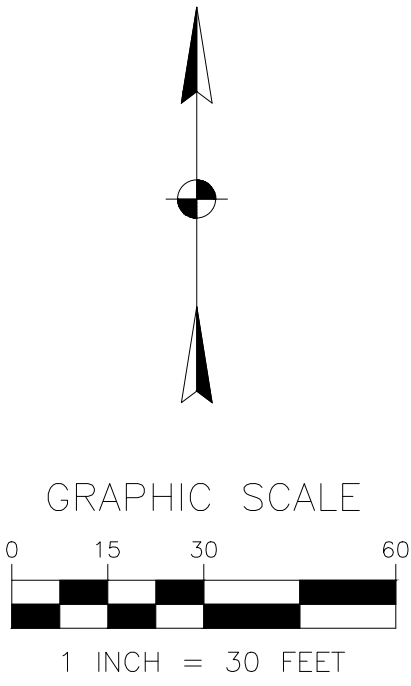
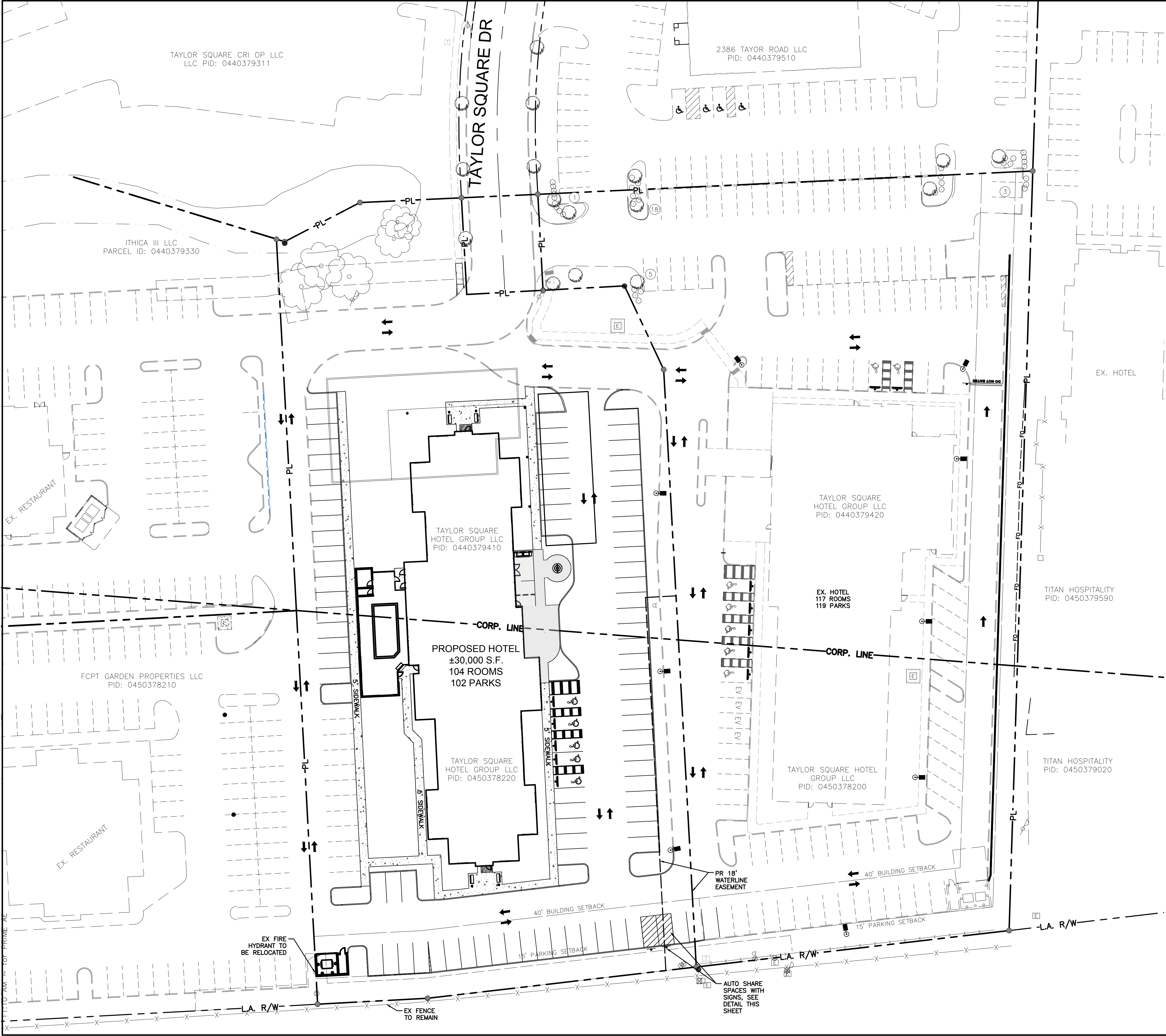
DATE:

09/24/2024

SHEET NO.

L-3

C:\Users\stox\Desktop\Temp\EO-H0101-22360 Taylor Square Hotel Group LLC\500-CAD\591-Civil\593-PrintSheets\CONCEPT\Townplace Concept\24-12-26 RESUBMITTAL\Shared Parking.dwg by: stox on 12/24/2024



PRELIMINARY
NOT FOR CONSTRUCTION

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

NO.	REVISIONS	DATE

DRAWN BY:
JS

CHECKED BY:
SF

SCALE:
1" = 30'

DATE:
12/18/2024

SHEET NO.
1/1

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 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.

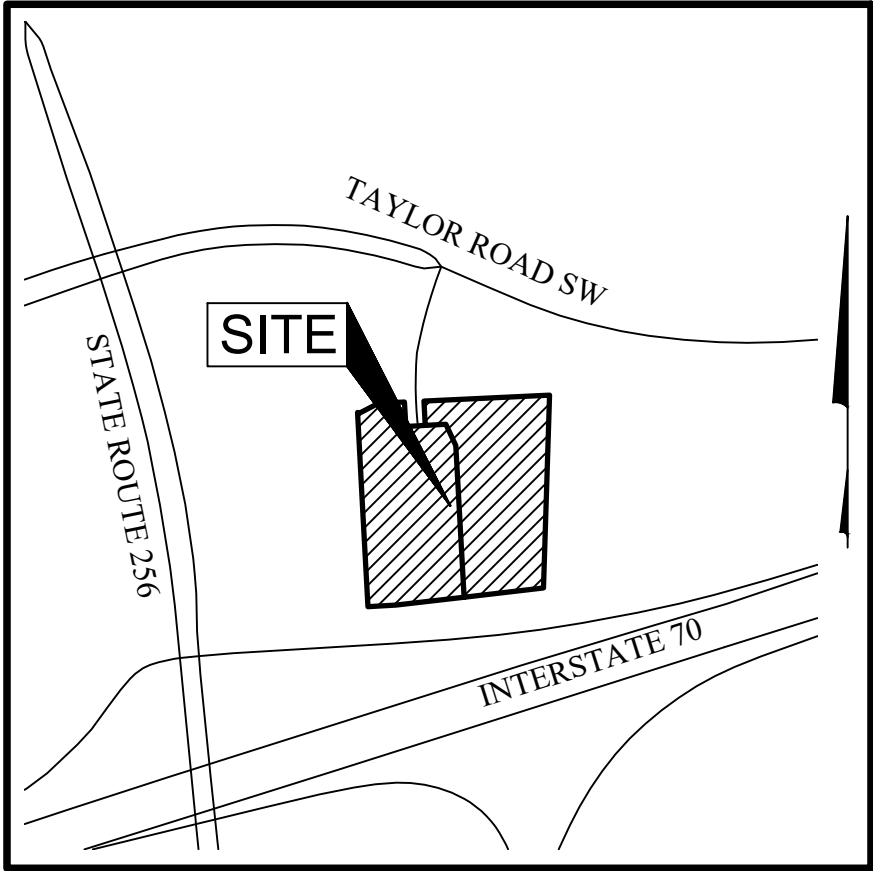
Item 54 Easement granted to Columbia Gas of Ohio, Inc., as more fully set forth in the document recorded as Official Record 1501 page 7. THE 10' AND 20' GAS EASEMENTS ARE LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) AS SHOWN HEREON.

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, Meechcraft, Hamblen & Tilson, Inc. Engineers • Surveyors • Planners • Scientists 5800 New Albany Road, Columbus, OH 43254 Phone: 614.778.4200 Fax: 614.778.3448 emht.com			Date: February 22, 2022
Scale: 1" = 30'			Job No: 2022-0051
Sheet: 1 of 2			
REVISIONS			
MARK	DATE	DESCRIPTION	

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

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

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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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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;

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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.

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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.

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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.

07G0048 c12
Reynoldsburg, OH

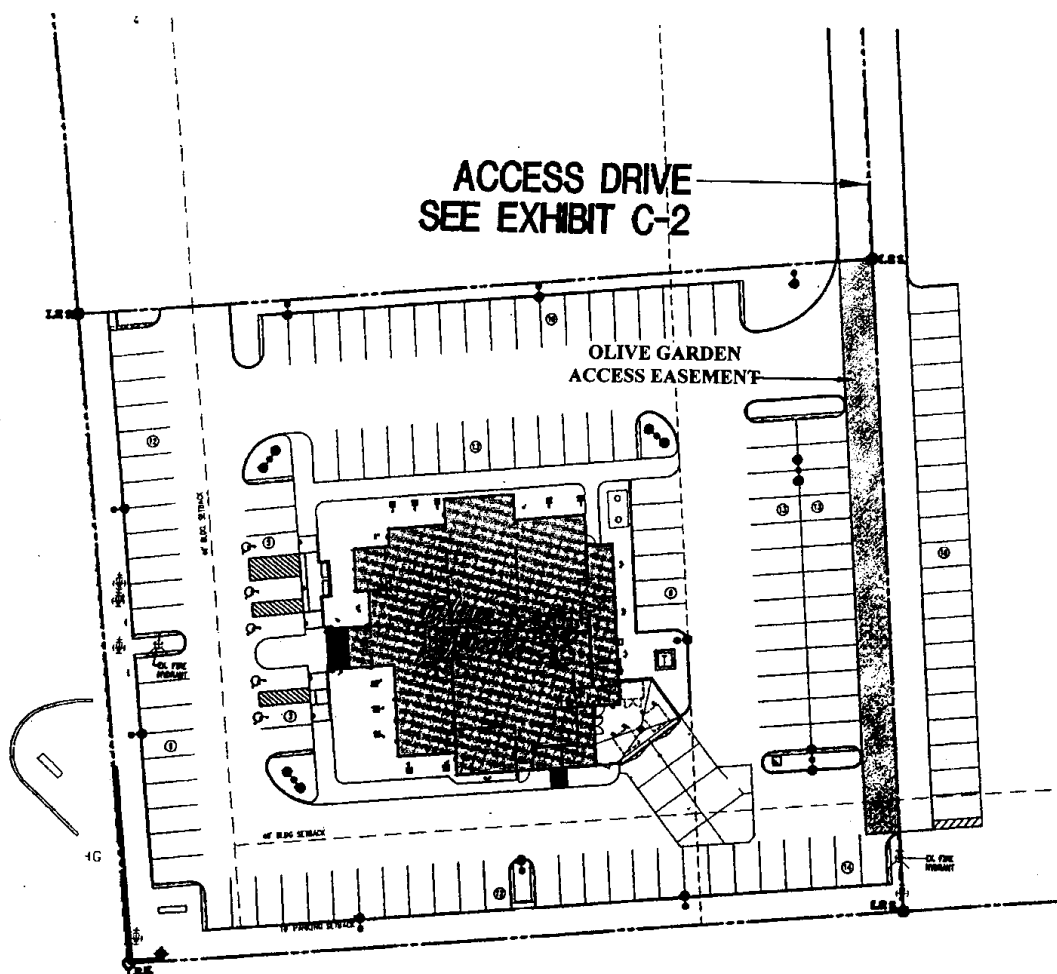
Monuments referred to as iron pins set are 5/8" inch diameter x 30-inch long iron bars with yellow caps stamped WD PARTNERS, P.S. # 8124.

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.

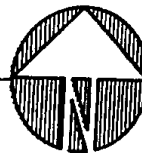
07G0048 c12
Reynoldsburg, OH

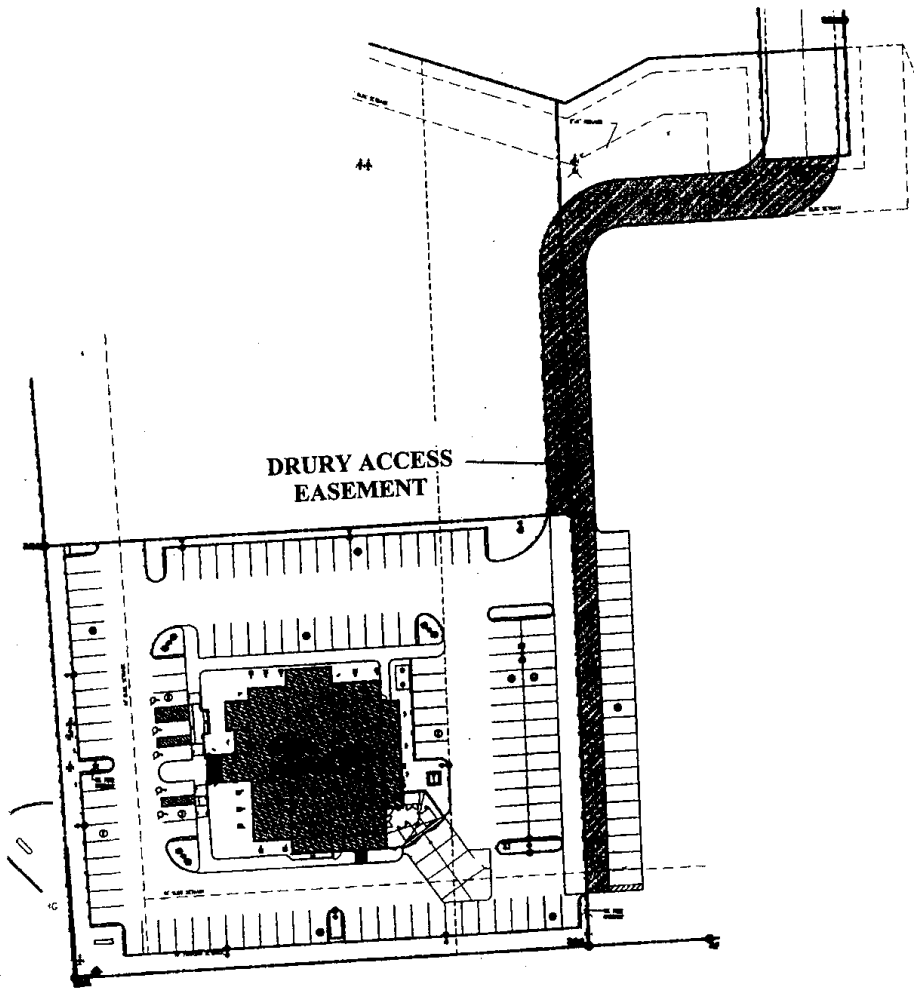


OLIVE GARDEN SITE PLAN EXHIBIT - C-1

SCALE: 1" = 50'-0"

08-31-07





OLIVE GARDEN SITE PLAN EXHIBIT - C-2

SCALE: 1" = 50'-0"

08-31-07

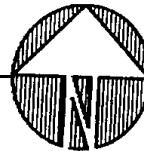
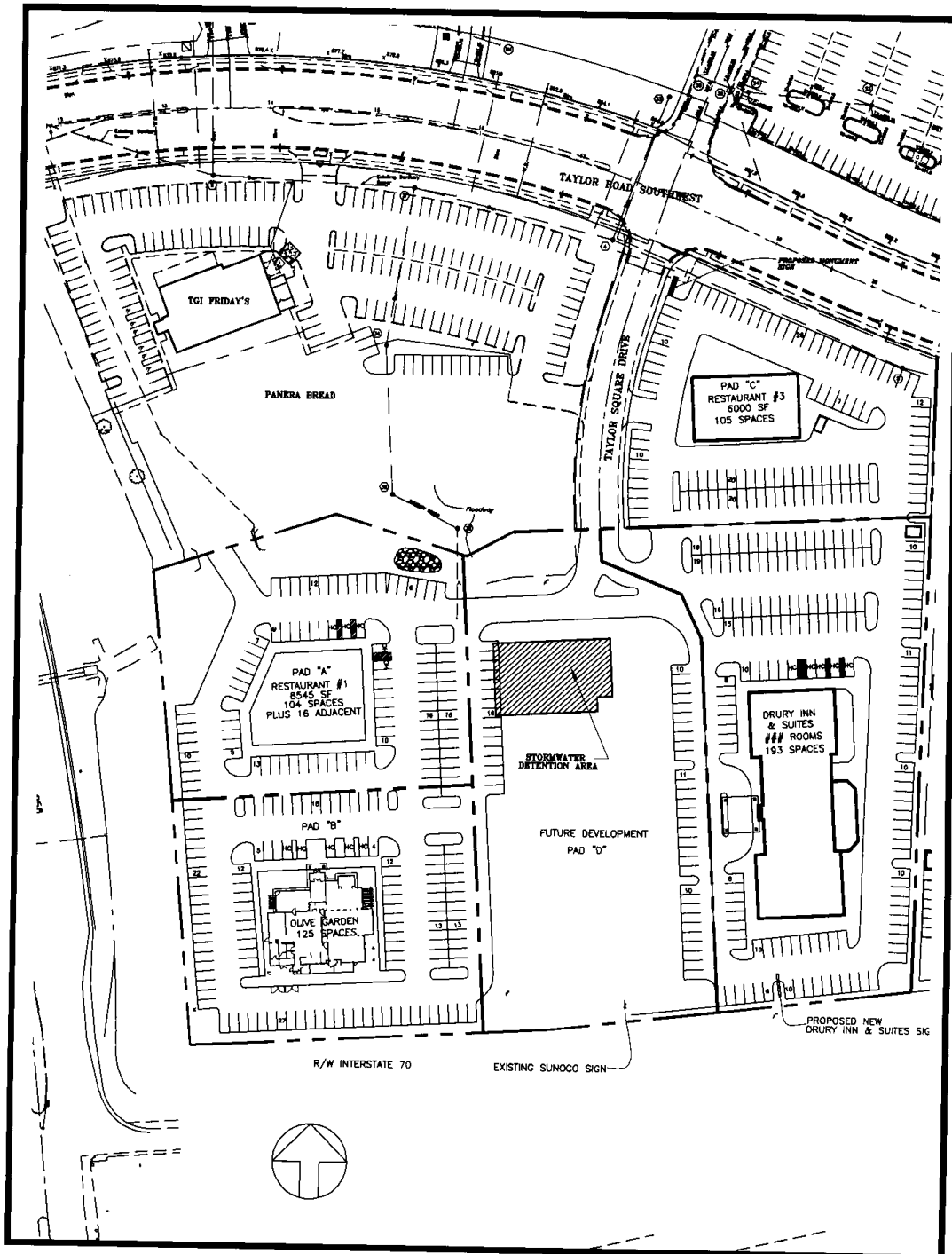


EXHIBIT D



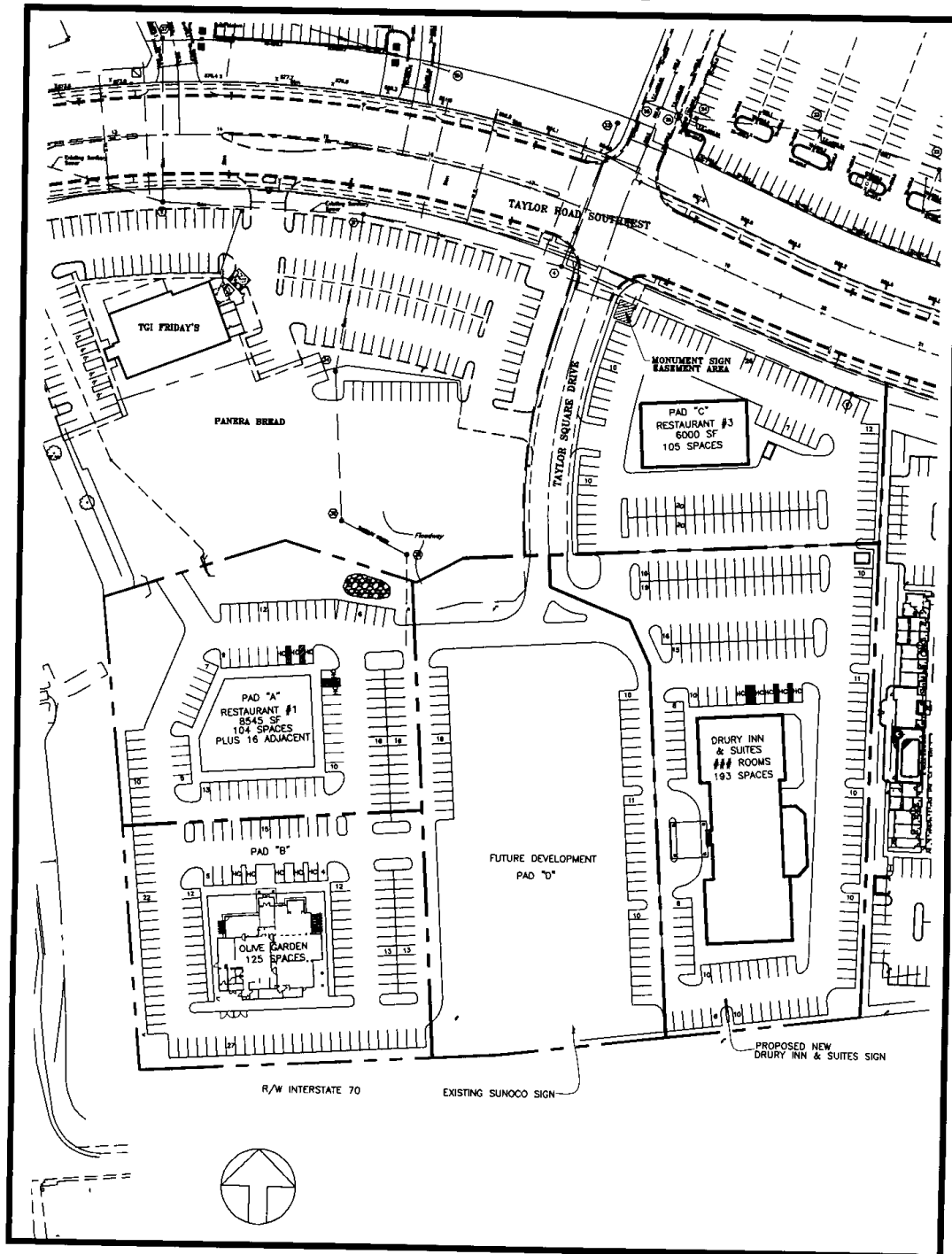
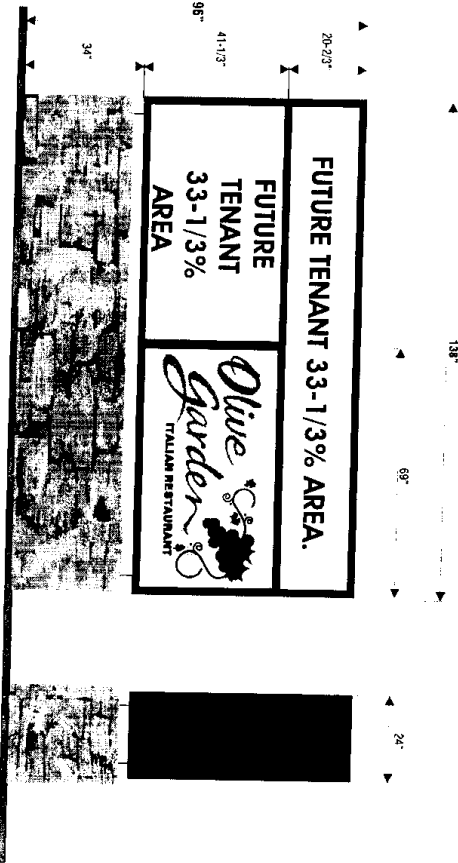


Exhibit "E-2"

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

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



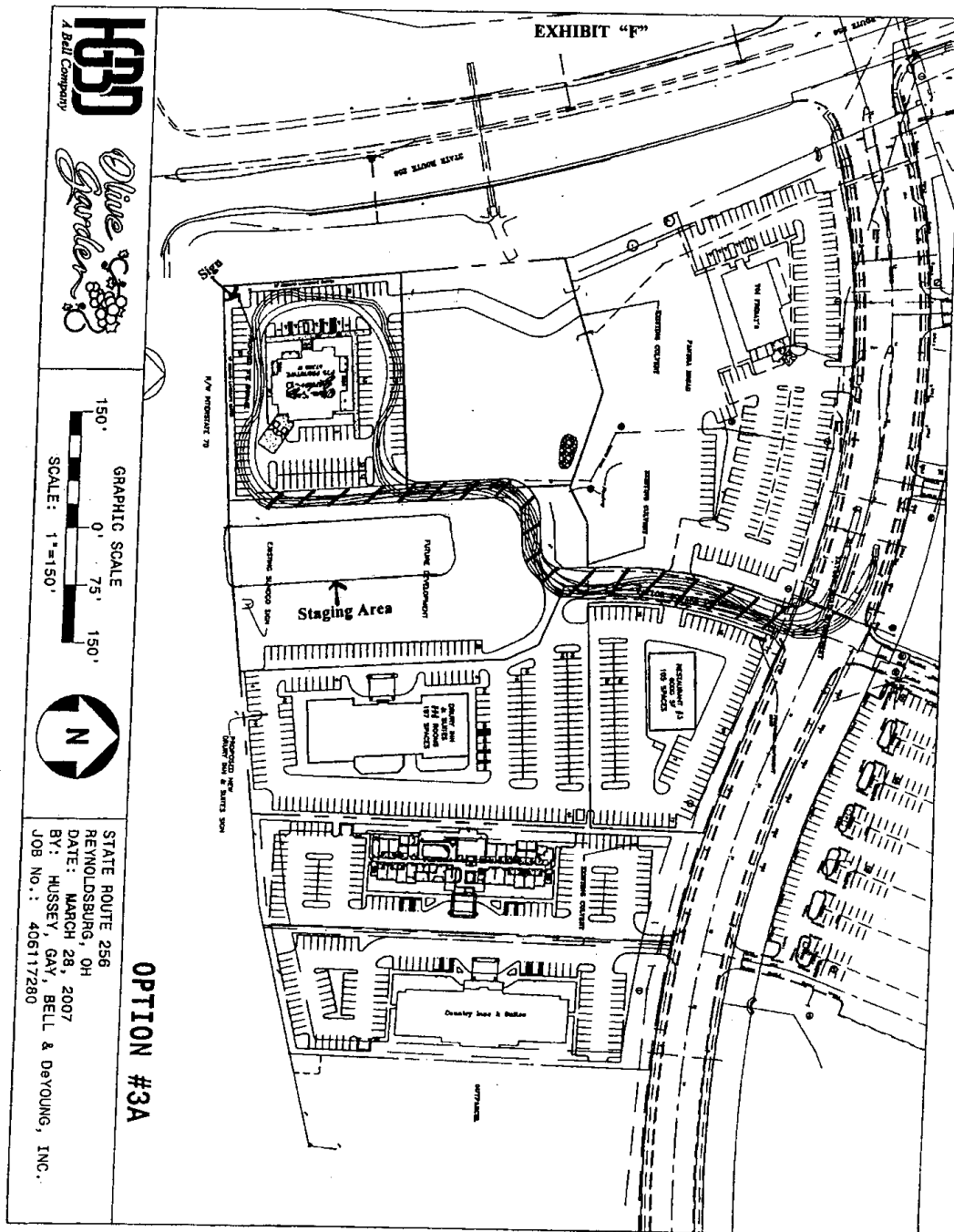
CONCEPTUAL FACE ELEVATION
TWO FACES TO BE MADE AT 17' CLEAN ARCHITECT
ALL DIMENSIONS ARE IN FEET AND INCHES
MANUFACTURED SIGN TO BE 41' X 68' 5 1/2"
WITH VINYL GRAPHICS APPLIED.

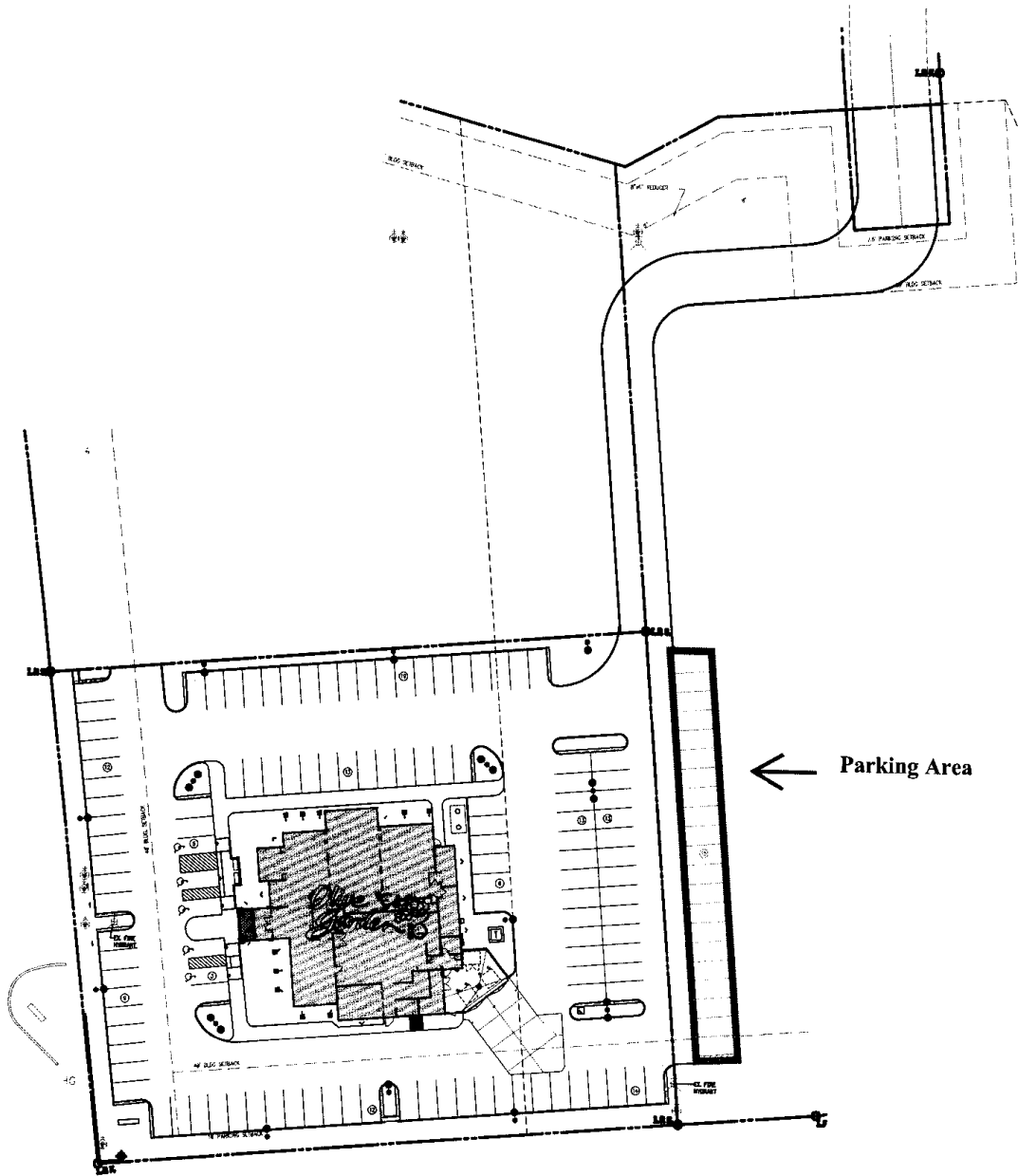
SCALE: 1/2" = 1'-0"



LEAVES: #420-25 MIM GREEN
W/ 350-46 BURGUNDY OUTLINE
OLIVE: #350-118 PLUM PURPLE
W/ 350-46 BURGUNDY OUTLINE
VINES: DOTS: BLACK WHITE
OLIVE GARDEN: 350-118 VINO GREEN
BKG: 350-406 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 (toll-free) 800-255-4415 Fax: 503-255-4417		Project Name: OLIVE GARDEN RENOVATION, OH Client: OLIVE GARDEN Designer: Steve Branton Date: 6-11-07 Project Number: 06-23-77866-00-01	
Project Name: OLIVE GARDEN RENOVATION, OH Client: OLIVE GARDEN Designer: Steve Branton Date: 6-11-07 Project Number: 06-23-77866-00-01		Project Name: OLIVE GARDEN RENOVATION, OH Client: OLIVE GARDEN Designer: Steve Branton Date: 6-11-07 Project Number: 06-23-77866-00-01	

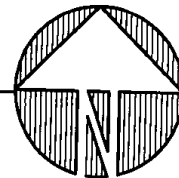


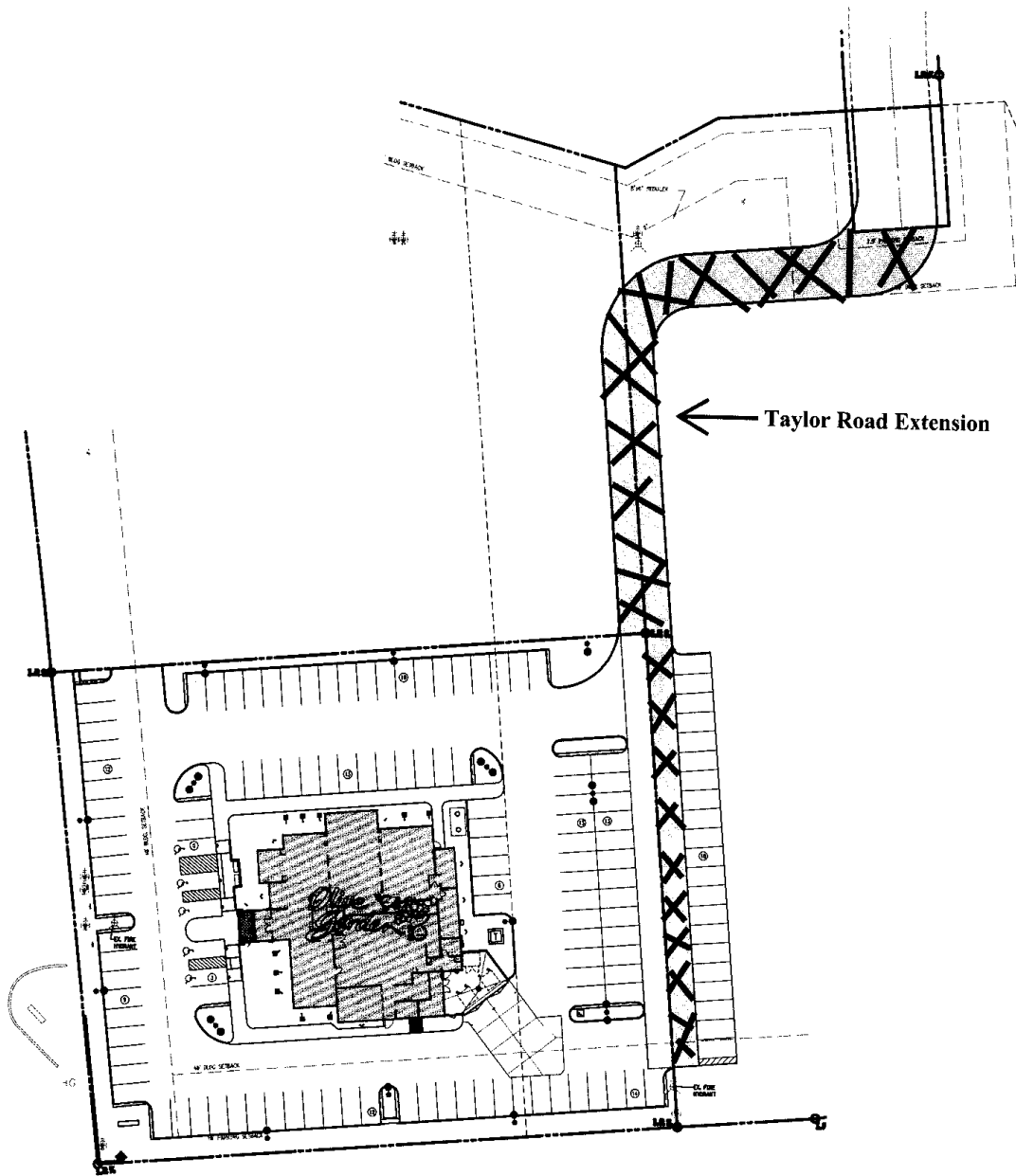


OLIVE GARDEN SITE PLAN EXHIBIT "G"

SCALE: NTS

08-31-07

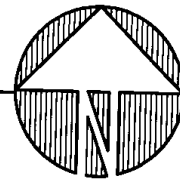




OLIVE GARDEN SITE PLAN EXHIBIT "H"

SCALE: NTS

08-31-07



Marie Meeks

From: 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

January 6, 2025

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. Public service has stated they do not have concerns regarding the proposed land use. Violet Fire Department does have a few comments regarding fire safety and drive aisle. The applicant has been working with the Fire Department to resolve these comments to the Fire Departments satisfaction.
 - 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 102 parking spaces on-site, including 100 regular parking spaces and 2 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 2 provided auto-share parking spaces, the applicant has received an off-street parking requirement reduction from 104 spaces to 102 spaces. Since a total of 102 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 has since provided a revised landscape plan, which shows the required 11 parking lot landscape islands.
 - 1. The required number of parking lot landscape islands has been met.
 - 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. At the December 5, 2024 meeting, the Planning and Zoning Board granted a perimeter landscaping variance.

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. At the December 5, 2024 meeting, the Planning and Zoning Board granted a drive aisle variance.
- 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 condition:
 - i. That Violet Fire Department comments are addressed to the fire departments satisfaction.



Engineers, Surveyors, Planners, Scientists

MEMO

Date: January 6, 2025

To: Phoenix Buathier, 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 are a total of 102 parking spaces including 5 ADA spaces at the east side of the structure.
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 without an easement. New sewer easement will need to shown on the

PGU. The sanitary service connection was shown on the east side of the building connection to the new sewer. 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 20,260 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. 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
---	---

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 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:

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: _____

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.

(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.

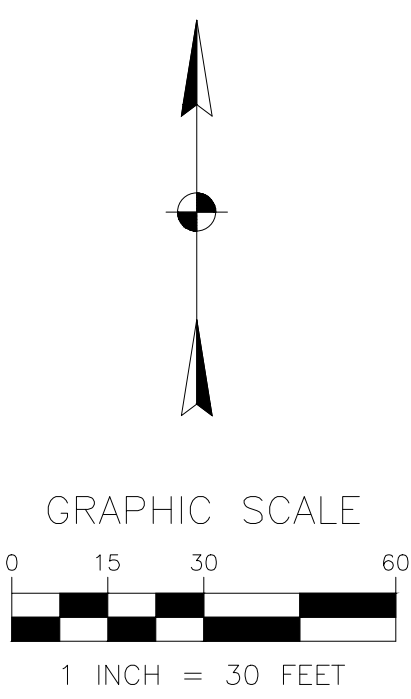
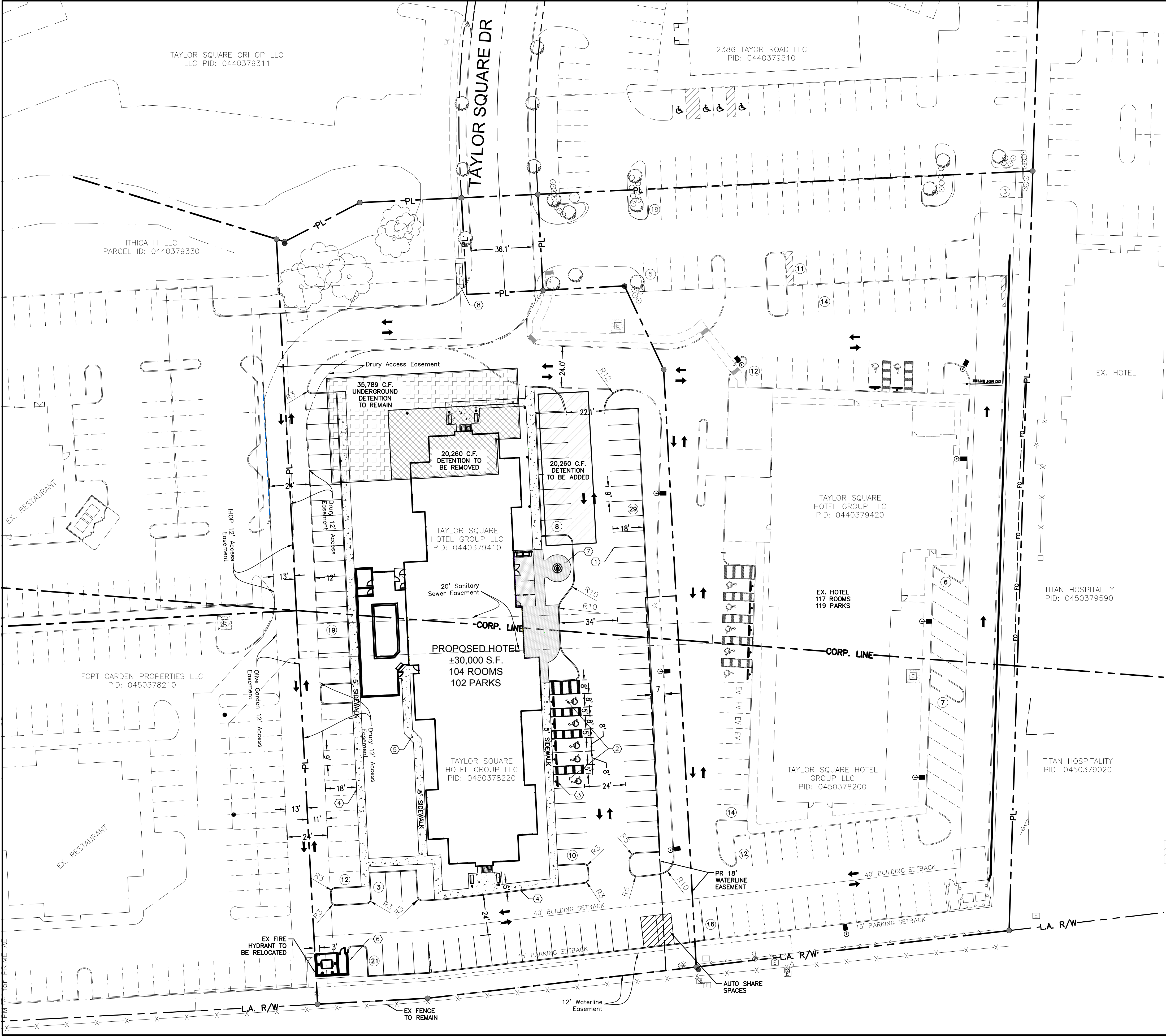
Taylor Square Hotel Group

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.*

C:\Users\stox\Desktop\Temp\EO-H010-22360 Taylor Square Hotel Group LLC\500-CAD\591-Civil\593-PrintSheets\CONCEPT\Townplace Concept\24-12-26 RESUBMITTAL\Site Plan SF.dwg by: stox on 12/23/2024 1:29



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
2 AUTO SHARE SPACES PROVIDED, PARKING REQUIRED REDUCED BY 2 SPACES
TOTAL REQUIRED PARKING = 104
PARKING PROVIDED: = 102 (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

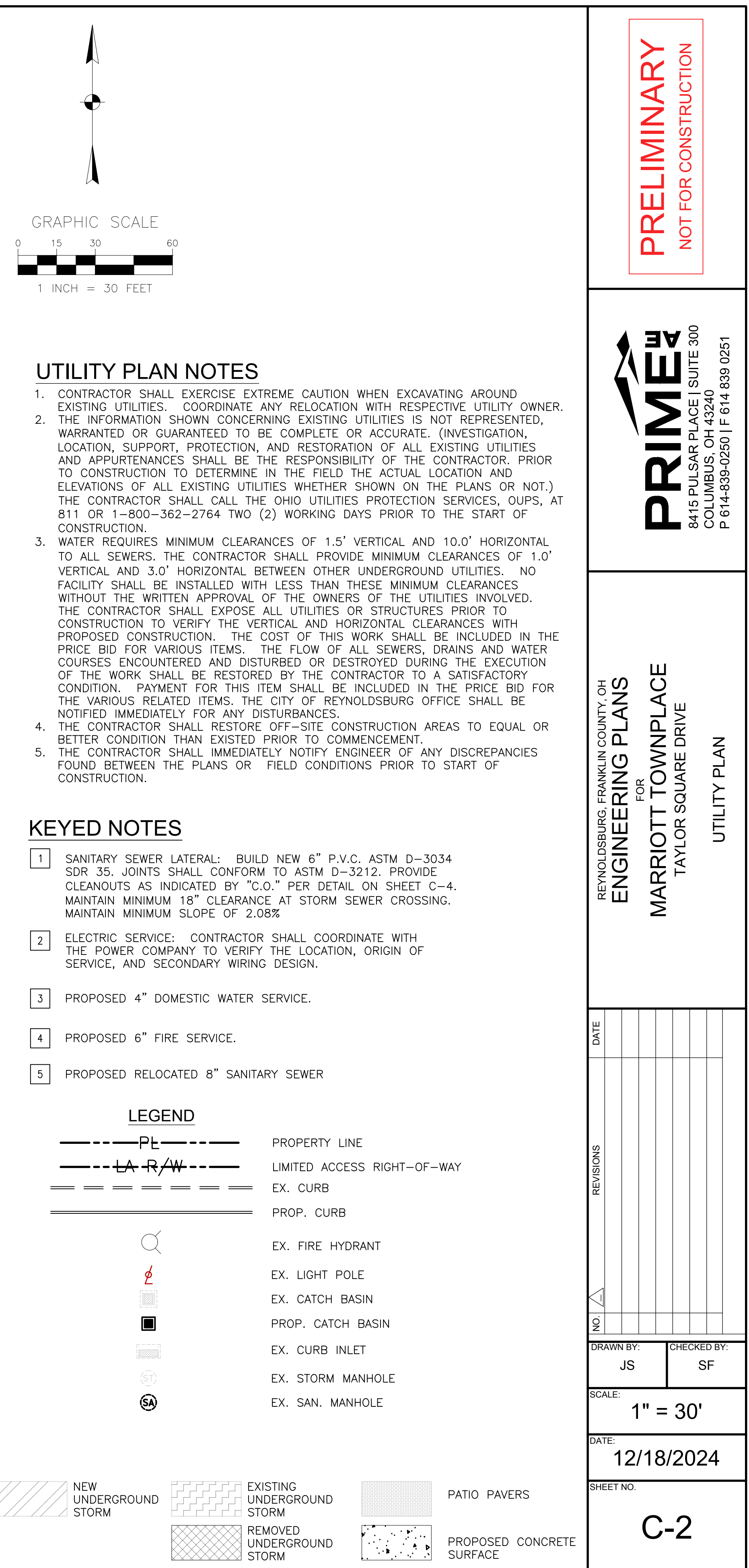
- [Hatched Box] NEW UNDERGROUND STORM
- [Dotted Box] EXISTING UNDERGROUND STORM
- [Cross-hatched Box] REMOVED UNDERGROUND STORM
- [Stippled Box] PATIO PAVERS
- [Patterned Box] PROPOSED CONCRETE SURFACE

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
SITE PLAN

DATE	
REVISIONS	
NO	
DRAWN BY:	CHECKED BY:
JS	SF
SCALE:	1" = 30'
DATE:	12/18/2024
SHEET NO.	C-1



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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	7	CRATAEGUS CRUS-GALLI INERMIS	THORNLESS 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	36	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.

2 FOR ISLANDS, 3 FOR INTERIOR LANDSCAPE

4 FOR PERIMETER LANDSCAP

7 FOR ISLANDS

8 FOR PERIMETER LANDSCAP

2 FOR ISLANDS

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.	11 ISLANDS, 11 TREES, 69 SHRUBS PROVIDED. CONTINUOUS EVERGREEN SHRUBS AND DECIDUOUS TREES EXIST ALONG THE EASTERN PERIMETER.

TREE PERCENTAGE

TREES	# OF TREES	COMMON NAME	TREE %
ACE SUG	5	SUGAR MAPLE	17.9%
AME LAE	6	ALLEGHENY SERVICEBERRY	21.4%
CRA IN3	7	THORNLESS COCKSPUR HAWTHORN	25.0%
MAL A16	8	ADIRONDACK CRABAPPLE	28.6%
PRU PHP	2	MT. ST. HELEN'S PLUMB	7.1%
TOTAL TREES	28		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.

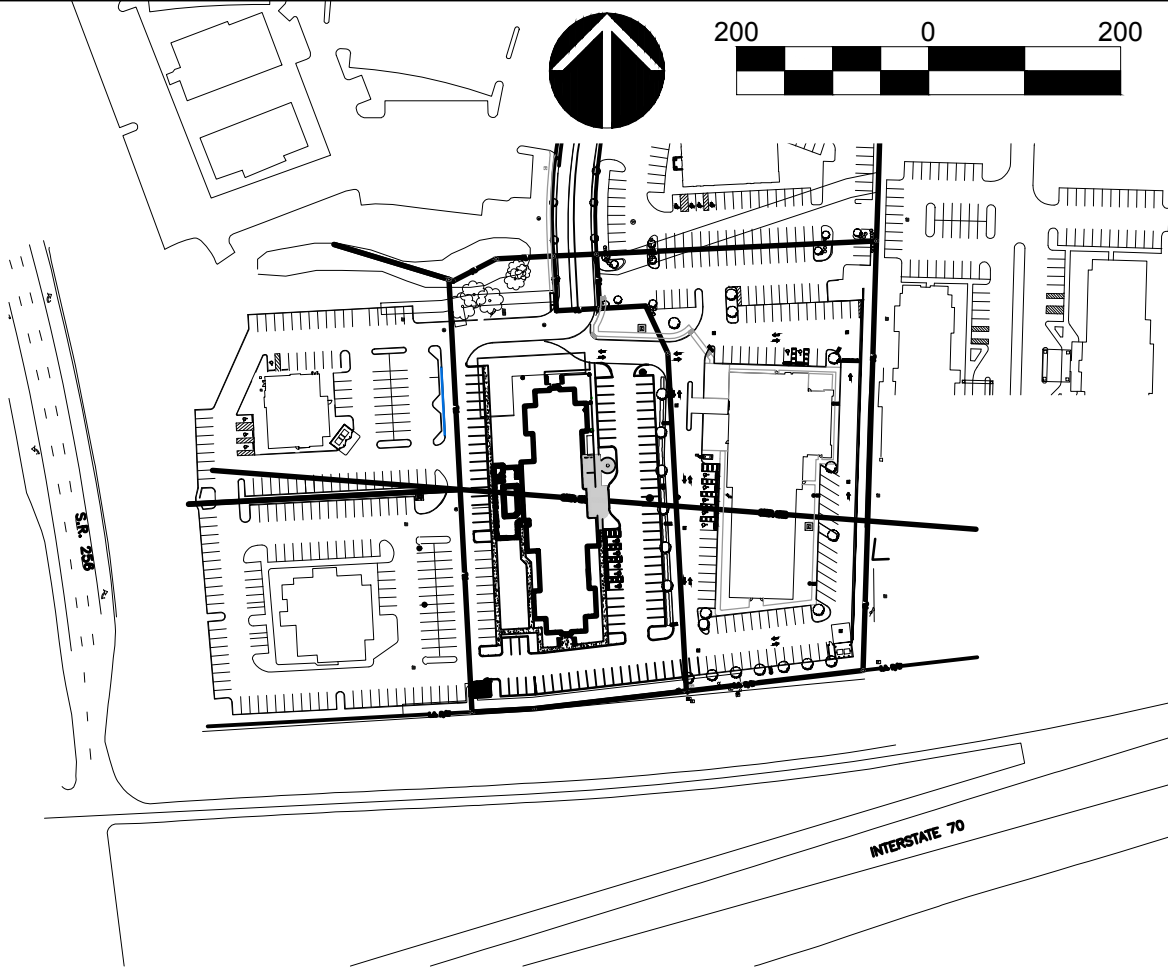
ALL CHANGES TO DESIGN OR PLANT SUBSTITUTIONS ARE TO BE AUTHORIZED BY THE LANDSCAPE ARCHITECT.

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, GROUNDCOVER 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.



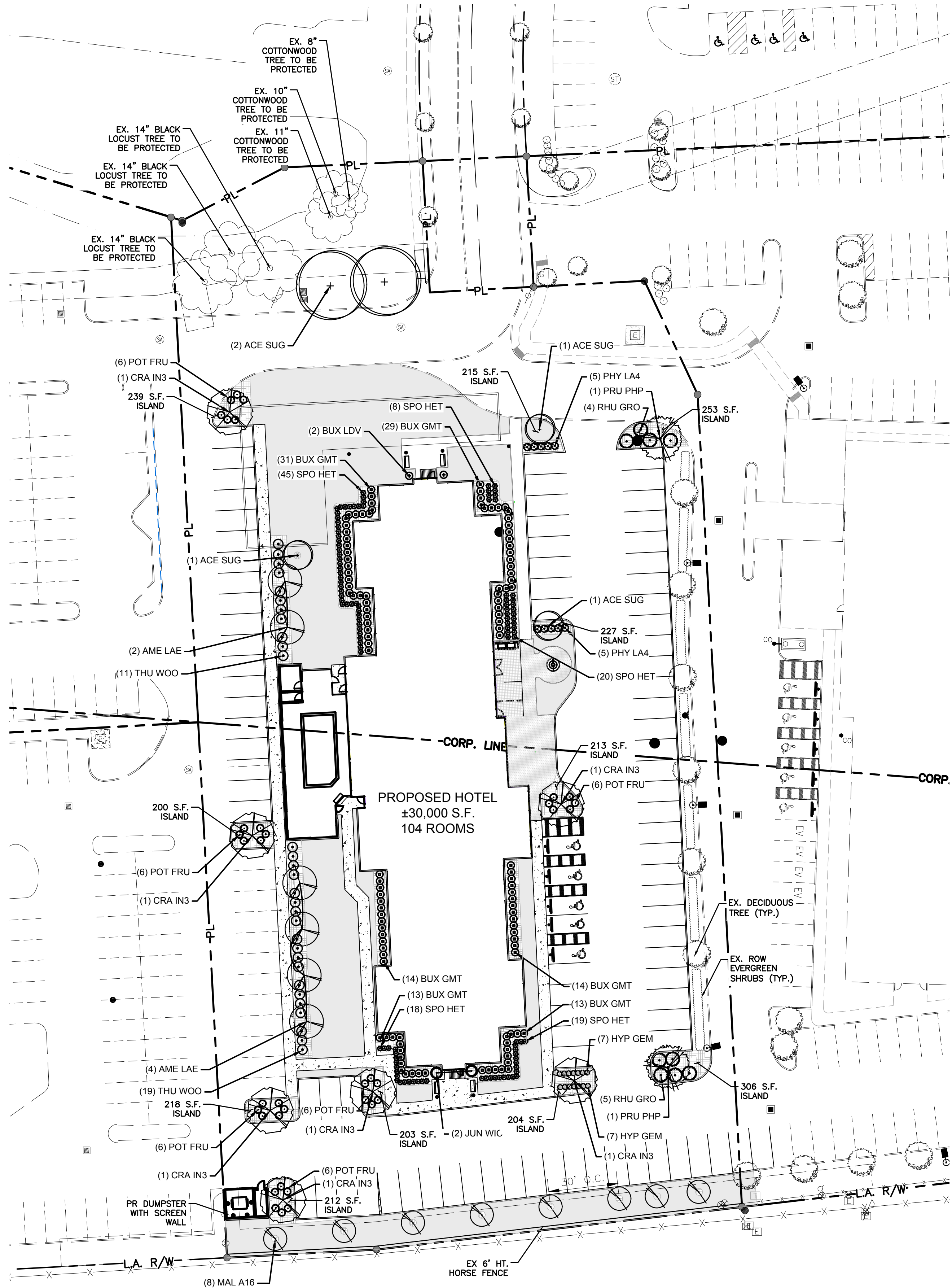
PRELIMINARY
NOT FOR CONSTRUCTION

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

REYNOLDSBURG, FRANKLIN COUNTY, OH
ENGINEERING PLANS
FOR
MARRIOTT TOWNPLACE
TAYLOR SQUARE DRIVE
LANDSCAPE NOTES, SCHEDULE
& CALCULATIONS

DATE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		</
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	THU WOO	WOODWARD ARBORVITAE



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

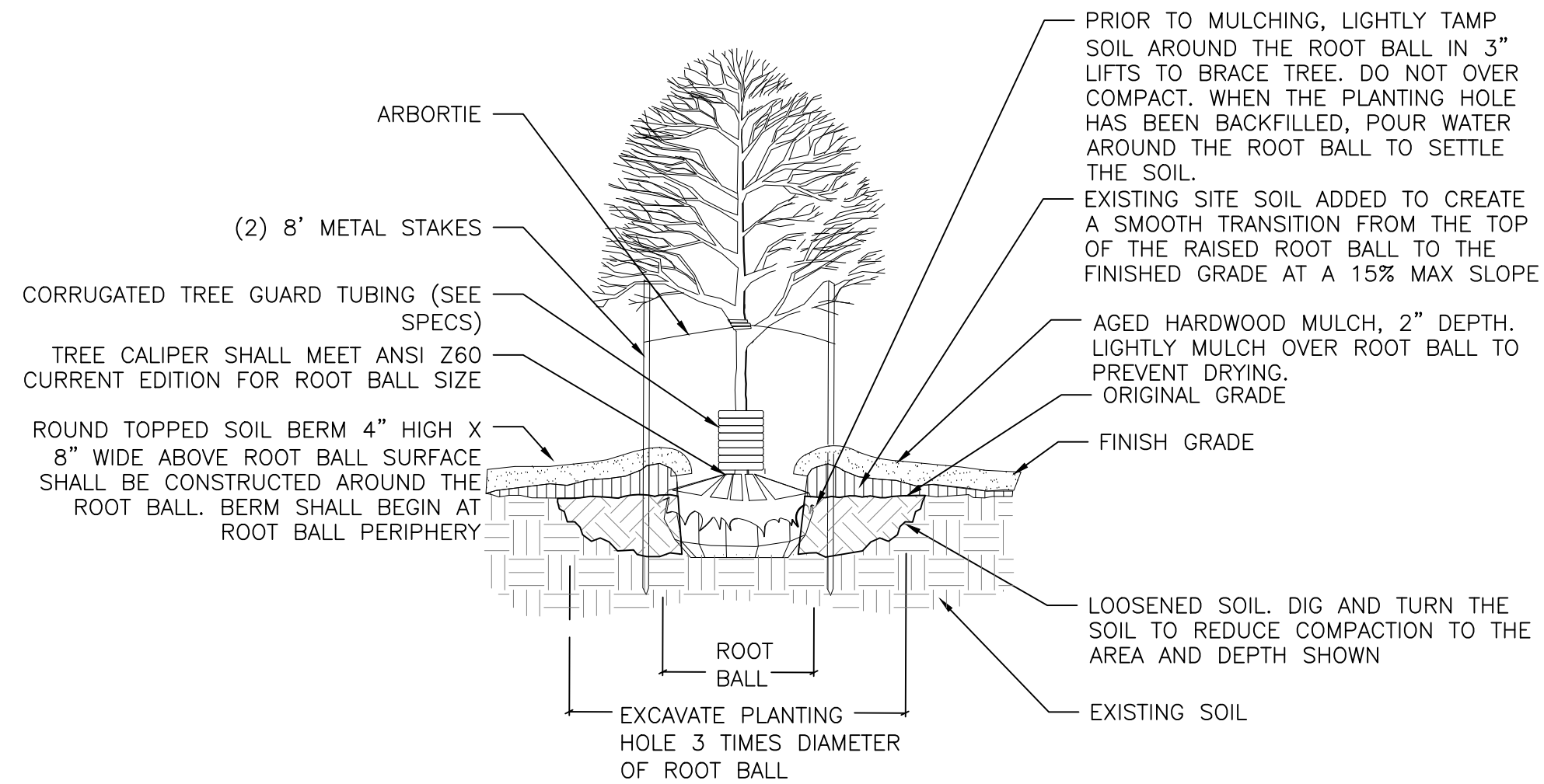
REVISIONS		DATE
NO.		
1		
2		
3		
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DRAWN BY: JS	CHECKED BY: SF
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SCALE:
1" = 30'

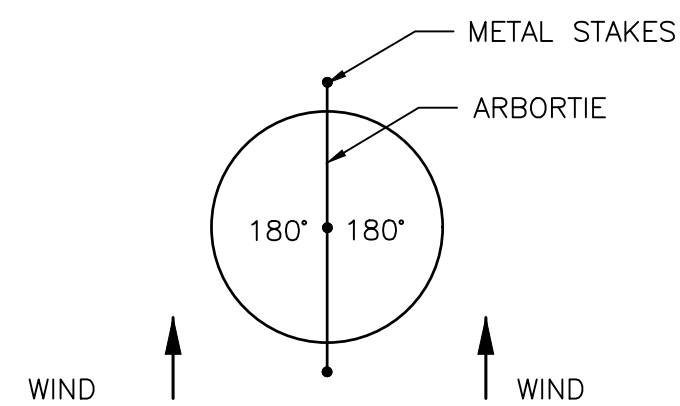
DATE:
10/18/2024

SHEET NO.
L-2



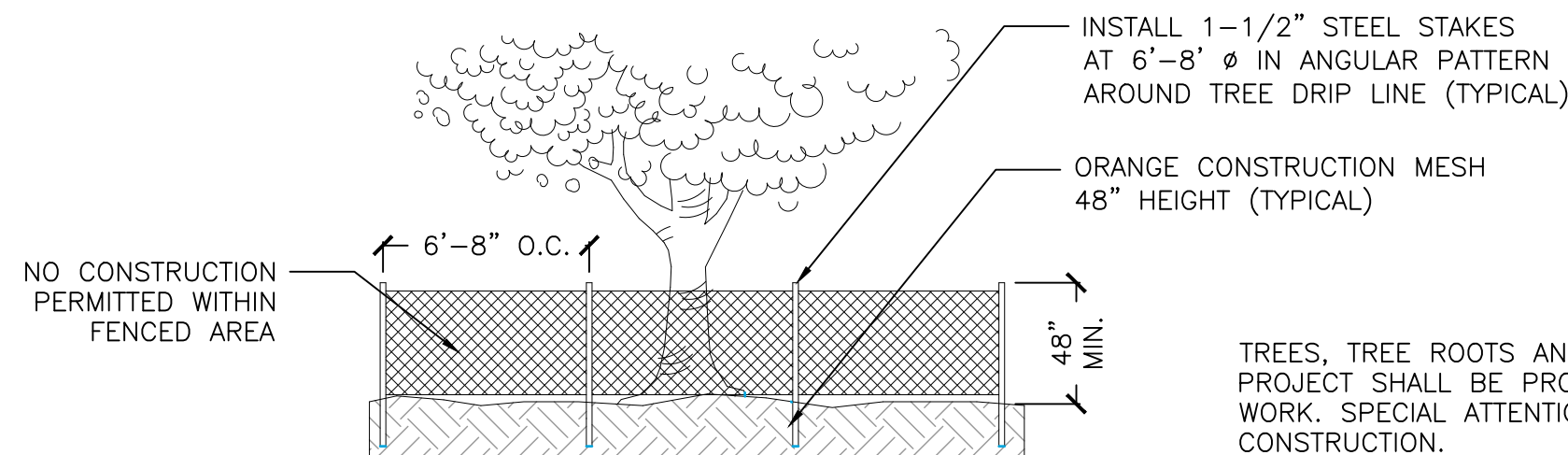
DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE



GUYING PATTERN FOR DECIDUOUS TREE PLANTING

NOT TO SCALE



TREE PROTECTION DETAIL

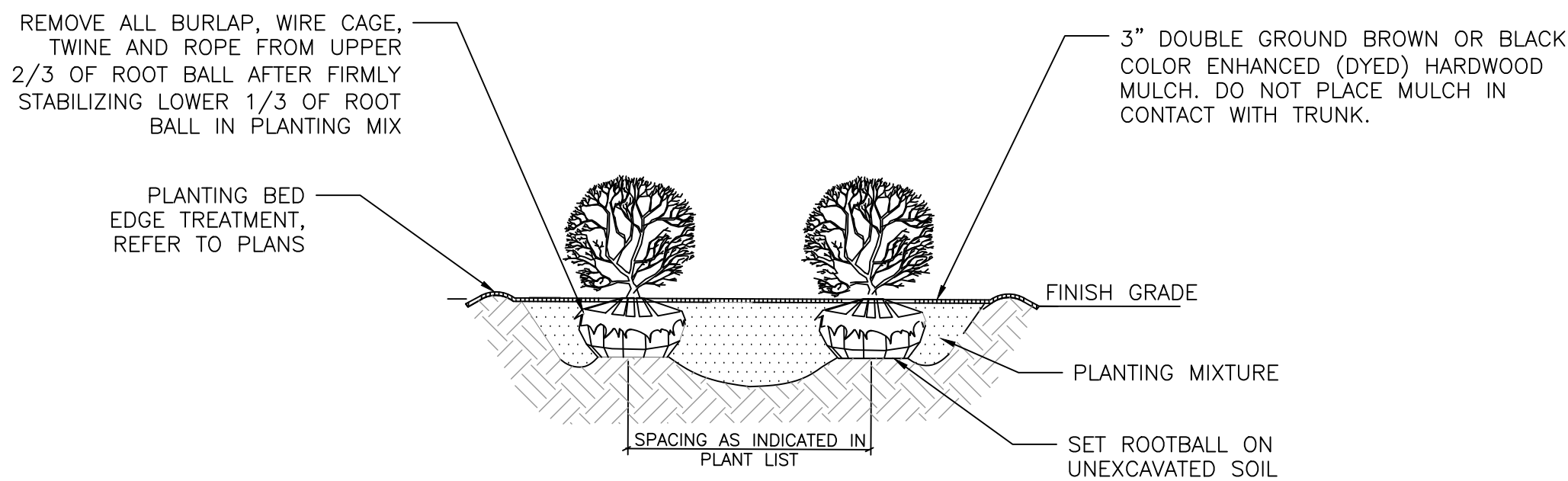
TO BE USED ON ALL EXISTING TREES
NO SCALE

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.



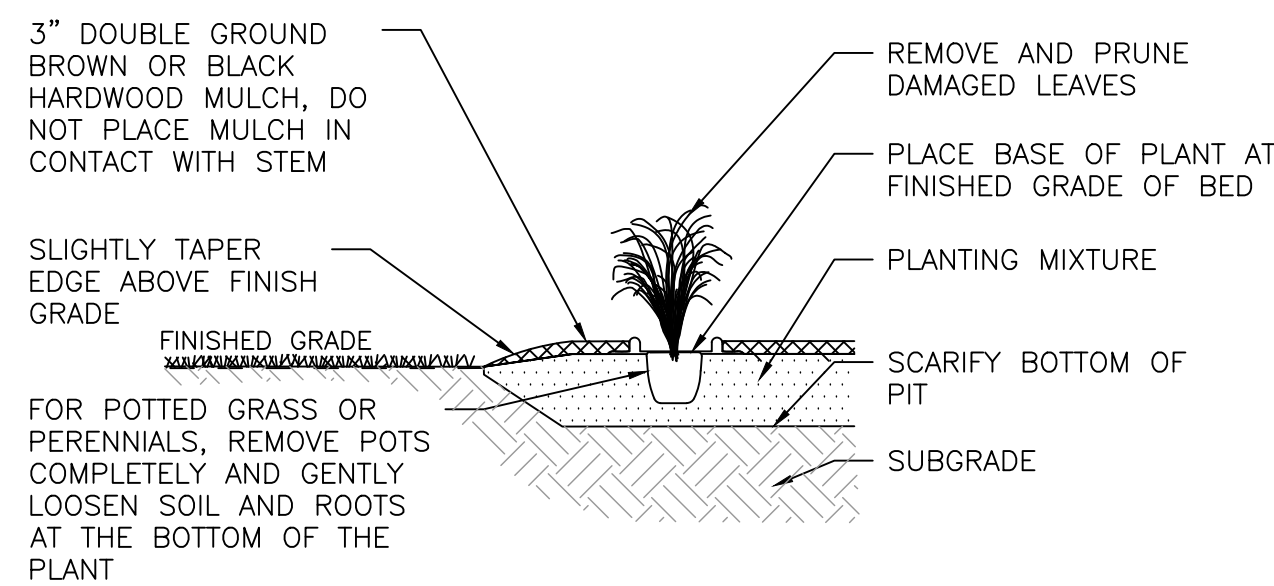
NOTES:

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.

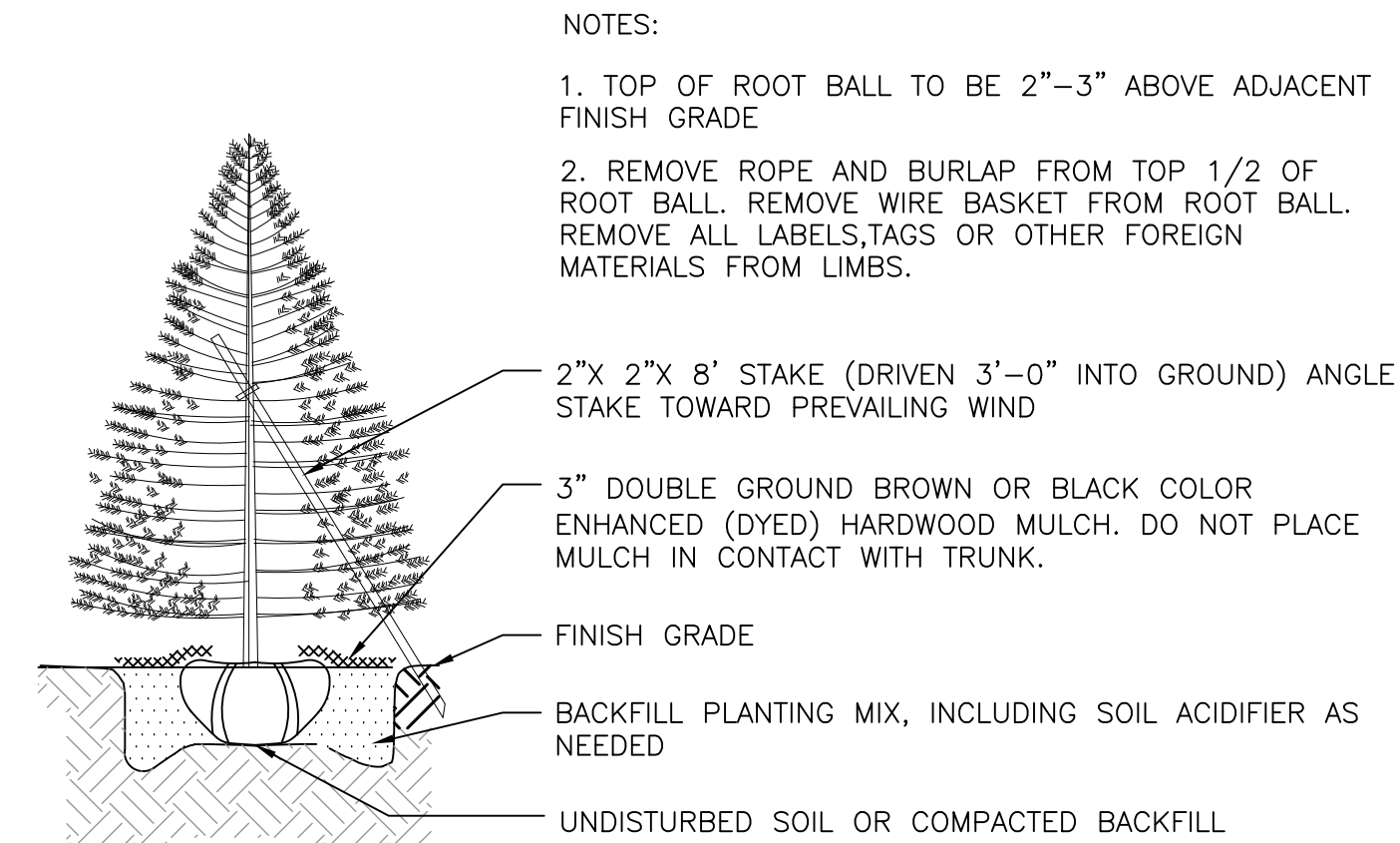
MASS SHRUB PLANTING DETAIL
(B&B OR CONTAINER)

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.

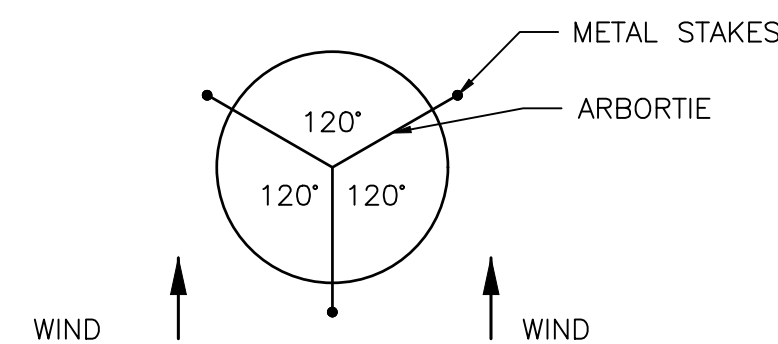
- FINISH GRADE

- 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

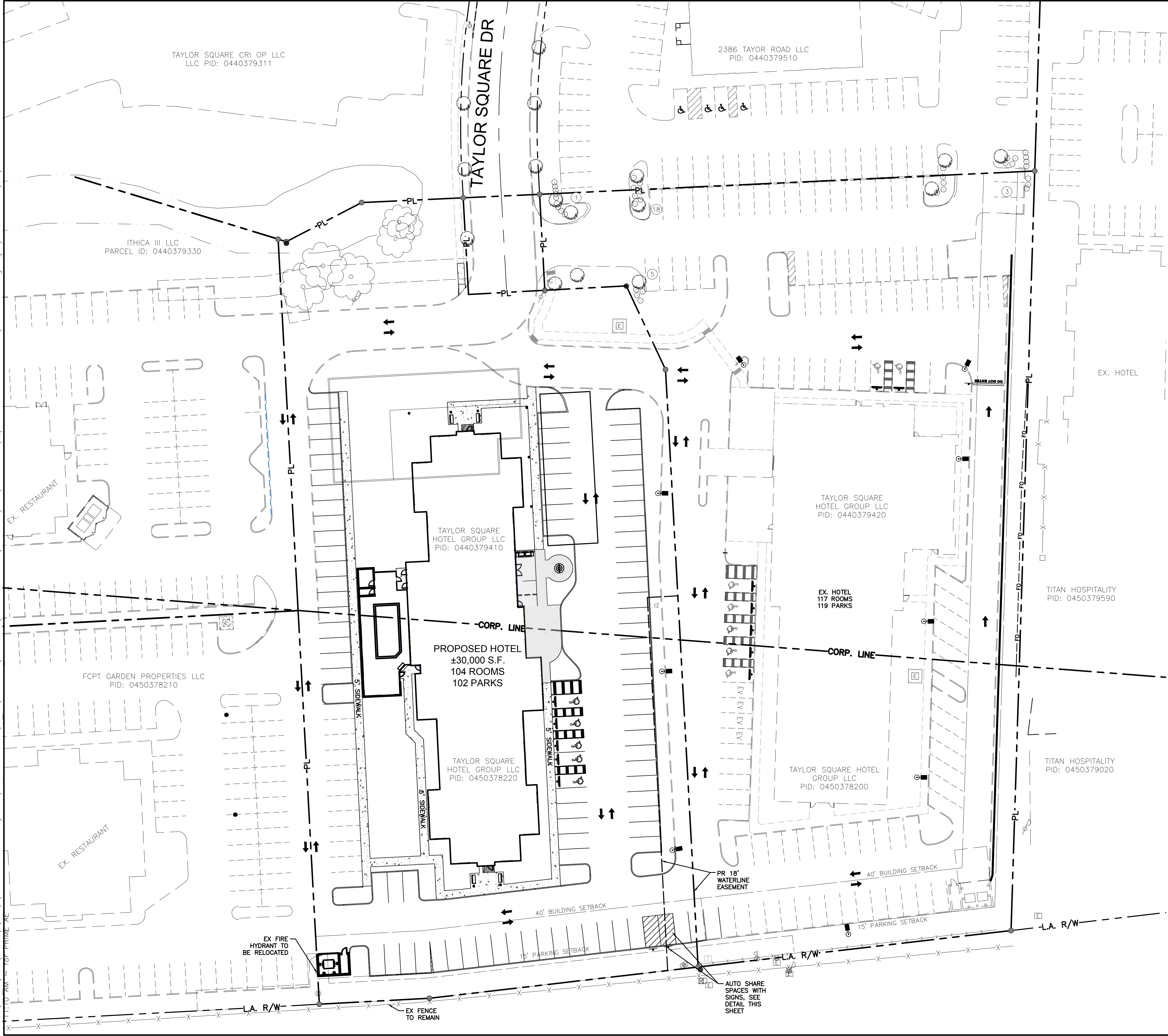
DATE:

09/24/2024

SHEET NO.

L-3

C:\Users\stox\Desktop\Temp\EO-H0101-22360 Taylor Square Hotel Group LLC\500-CAD\591-Civil\593-PrintSheets\CONCEPT\Townplace Concept\24-12-26 RESUBMITTAL\Shared Parking.dwg by: stox on 12/24/2024



PRELIMINARY
NOT FOR CONSTRUCTION

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

NO	REVISIONS	DATE

DRAWN BY:
JS

CHECKED BY:
SF

SCALE:
1" = 30'

DATE:
12/18/2024

SHEET NO.
1/1

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 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.

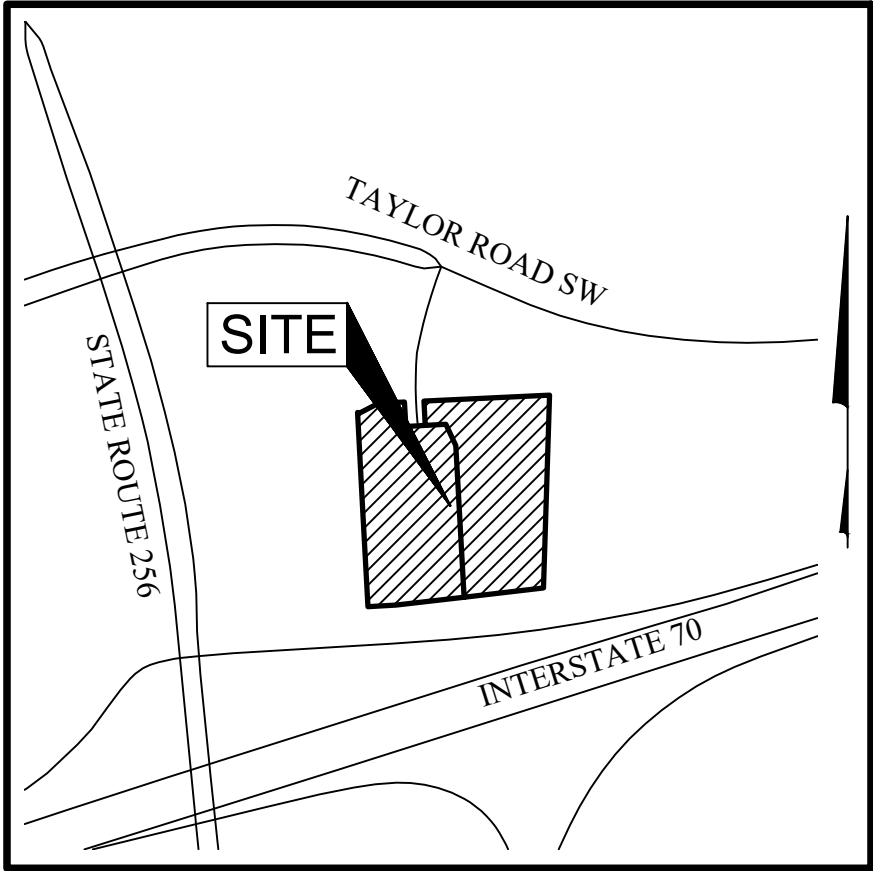
Item 54 Easement granted to Columbia Gas of Ohio, Inc., as more fully set forth in the document recorded as Official Record 1501 page 7. THE 10' AND 20' GAS EASEMENTS ARE LOCATED ON THE SUBJECT TRACT (TRACTS I, V AND VII) AS SHOWN HEREON.

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: 614.778.3648 emht.com		Date: February 22, 2022
Scale: 1" = 30'		Job No: 2022-0051
Sheet: 1 of 2		
REVISIONS		
MARK	DATE	DESCRIPTION

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

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.

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

07G0048 c12
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.

07G0048 c12
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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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.

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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

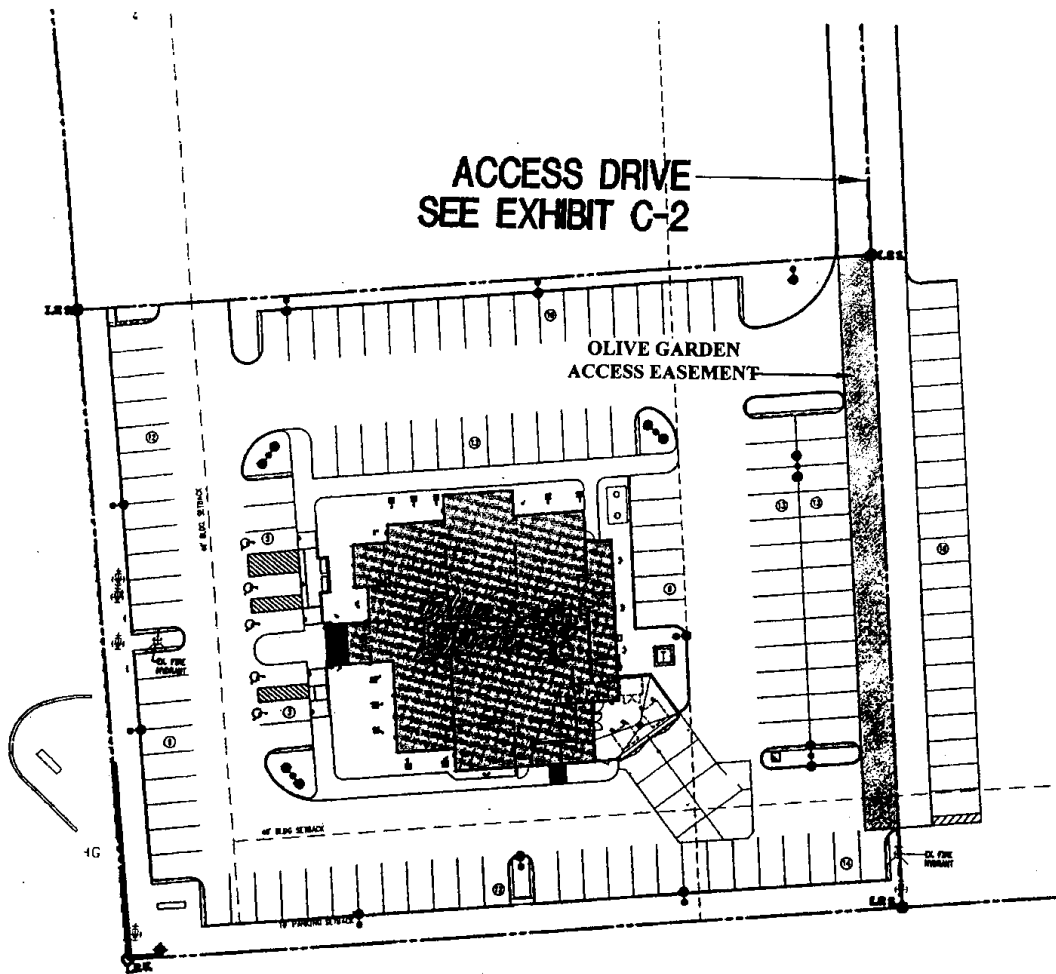
Monuments referred to as iron pins set are 5/8" inch diameter x 30-inch long iron bars with yellow caps stamped WD PARTNERS, P.S. # 8124.

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.

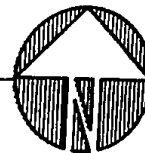
07G0048 c12
Reynoldsburg, OH

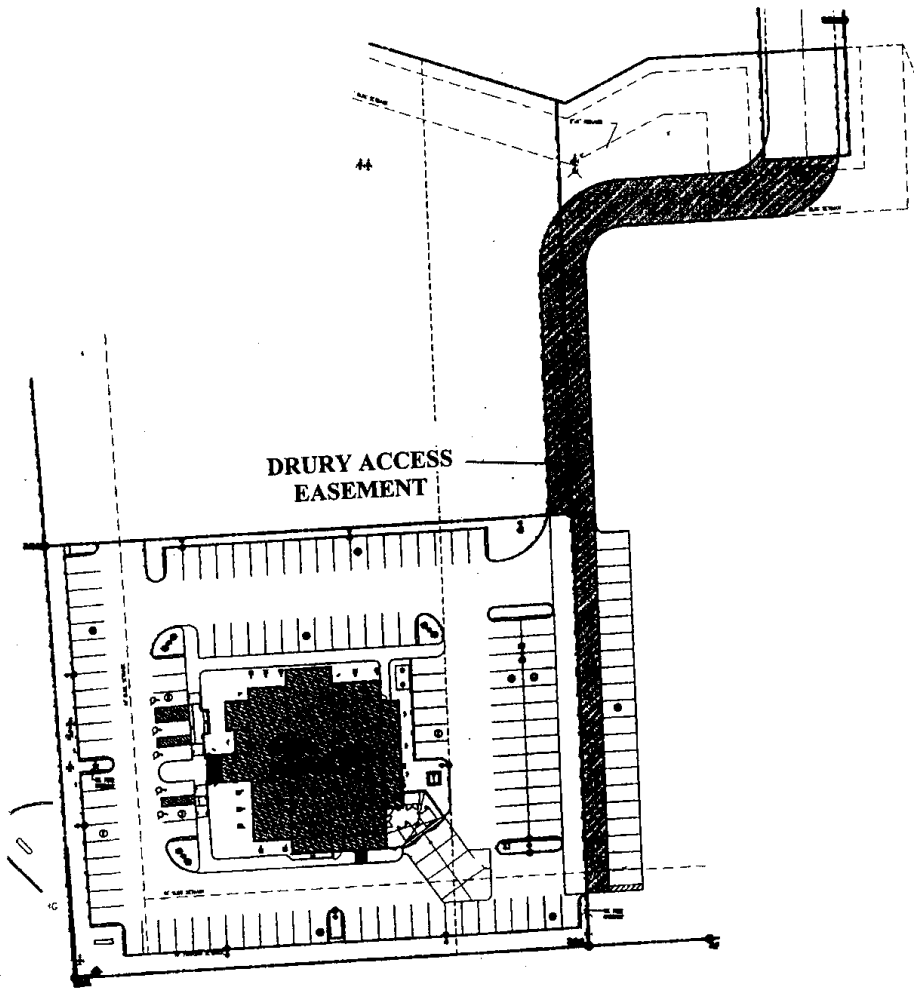


OLIVE GARDEN SITE PLAN EXHIBIT - C-1

SCALE: 1" = 50'-0"

06-31-07





OLIVE GARDEN SITE PLAN EXHIBIT - C-2

SCALE: 1" = 50'-0"

08-31-07

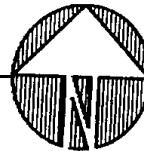
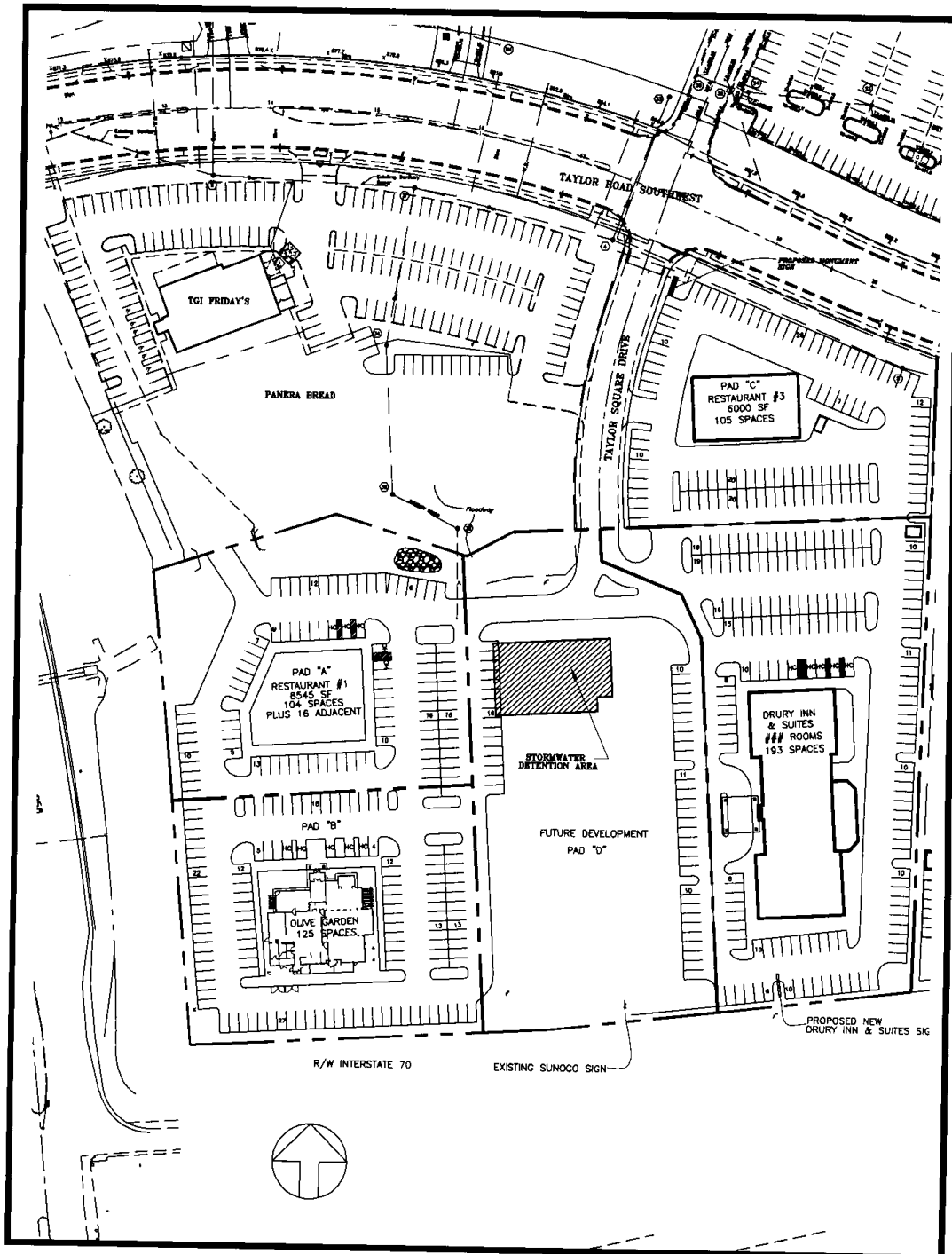


EXHIBIT D



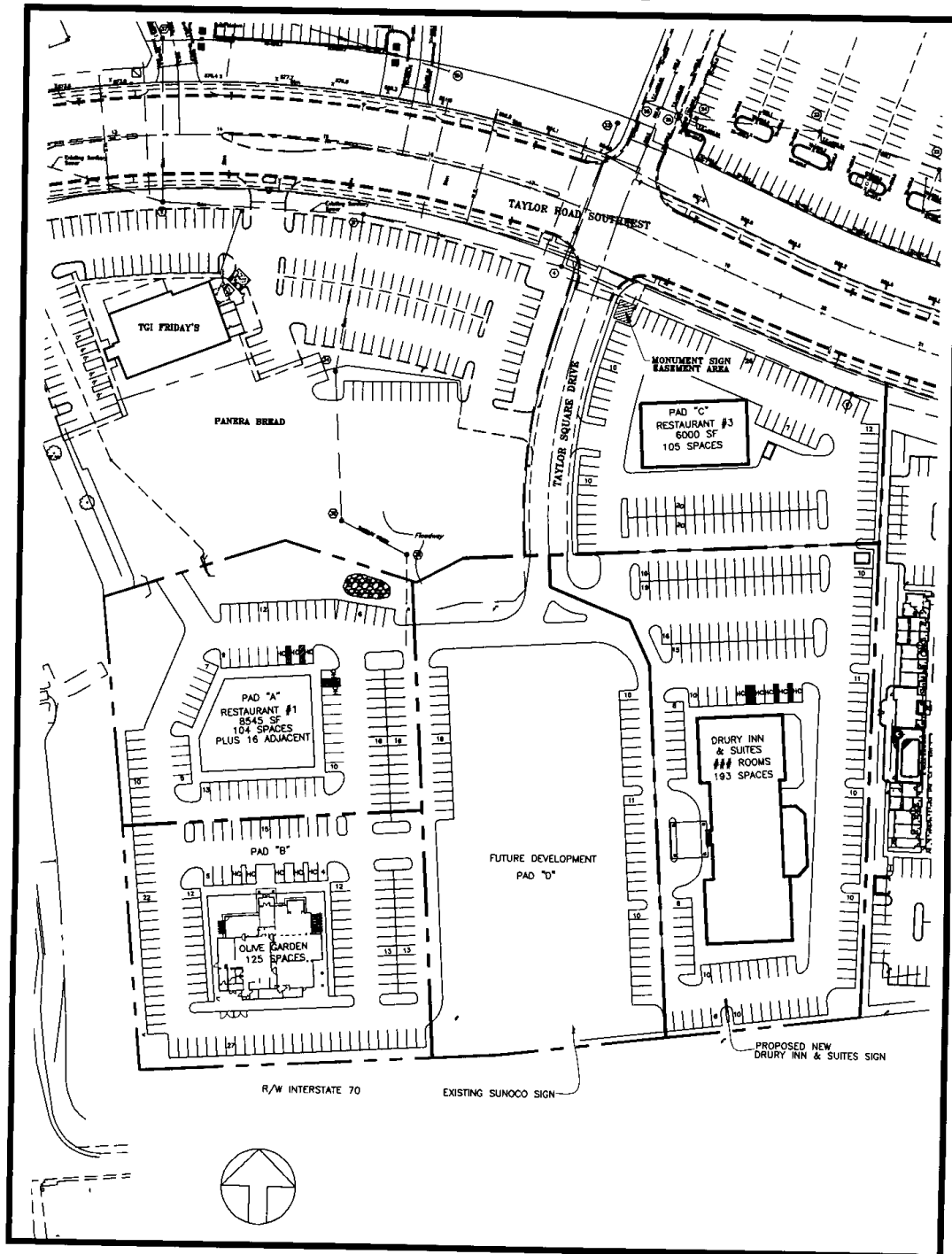
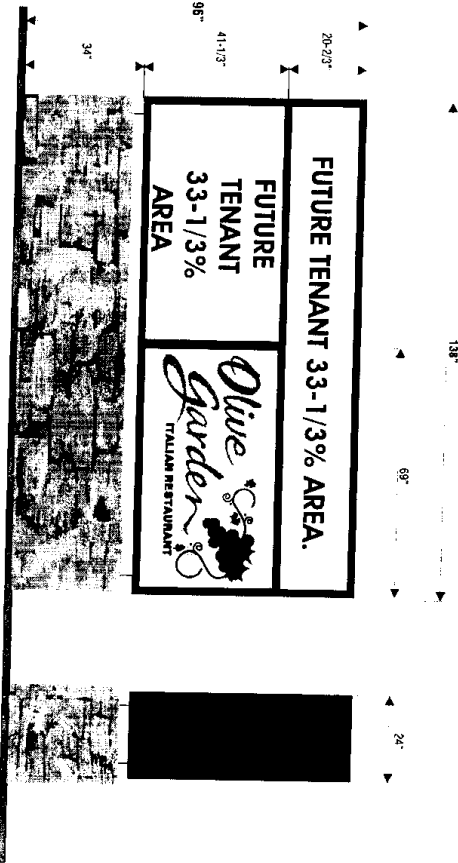


Exhibit "E-2"

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

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



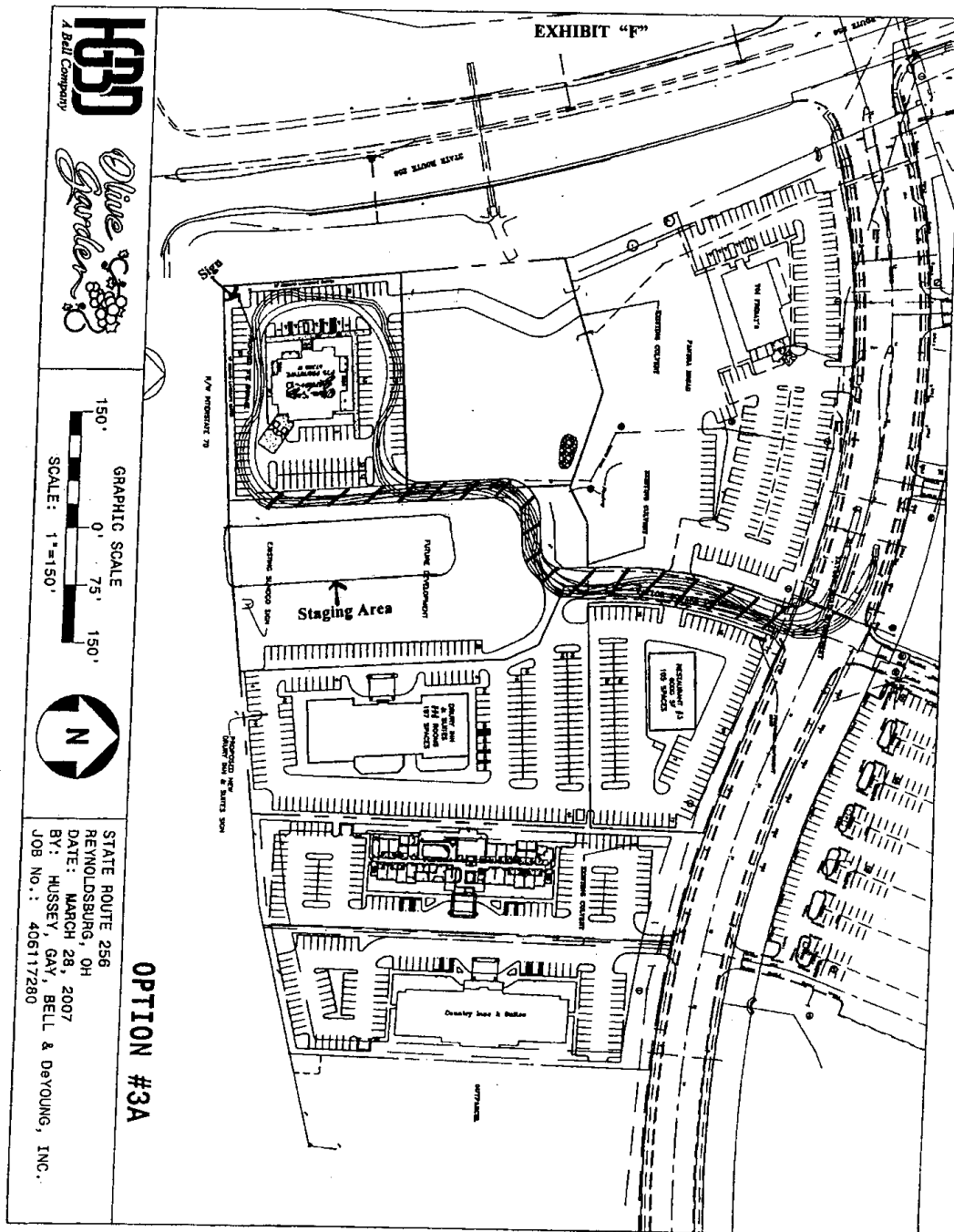
CONCEPTUAL FACE ELEVATION
TWO FACES TO BE MADE AT 17' CLEAN ARCHITECT
ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE
MANUFACTURED SIGN TO BE AT 17' 00.00%
WITH VINYL GRAPHICS APPLIED.

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



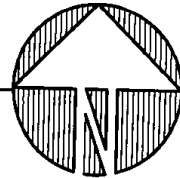
LEAF: #450-35 MIM GREEN
W/ 350-45 BURGUNDY OUTLINE
GRAPES #350-118 PLUM PURPLE
W/ 350-45 BURGUNDY OUTLINE
VINES: DOTS: BLACK WHITE
OLIVE GARDEN 350-118 MIM GREEN
BKG: 350-450 MIM W/ 350-70
DIFFUSER BACKING
ITALIAN RESTAURANT #350-118
PLUM PURPLE

FEDERAL HEATH SIGN COMPANY 12000 Oregon Ave. Portland, OR 97206 503-255-4415 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	
The original drawing is provided to the client for their review and approval. The client is responsible for obtaining all necessary permits and approvals from the local authorities. The client is also responsible for providing all necessary information and materials for the sign. The sign is to be manufactured and installed by the client. The sign is to be maintained by the client. The sign is to be replaced by the client. The sign is to be removed by the client. The sign is to be installed by the client. The sign is to be maintained by the client. The sign is to be replaced by the client. The sign is to be removed by the client.	



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

From: [Joe Magerko](#)
To: [Phoenix Buathier](#); [Marie Meeks](#); [Mike Little](#)
Cc: [Eric Meyer](#); [Melissa Butler](#); [Nik Obednikovski](#)
Subject: RE: 2467 Taylor Square Hotel - Variance and Conditional Use Application
Date: Monday, December 30, 2024 12:28:51 PM

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

Phoenix,

The main drive isle is a designated fire lane which is required to be 25ft wide. Side isles can be reduced, but shall meet our turning radius requirements.

They will have to supply us with vehicle tracking showing the movement of our truck through their parking lot.

Respectfully!!

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

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Sent: Monday, December 30, 2024 11:38 AM
To: Joe Magerko <joe.magerko@violet.oh.us>; Marie Meeks <mmeeks@reynoldsburg.gov>; Mike Little <Mike.Little@violet.oh.us>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>; Melissa Butler <MButler@reynoldsburg.gov>; Nik Obednikovski <nobednikovski@reynoldsburg.gov>
Subject: RE: 2467 Taylor Square Hotel - Variance and Conditional Use Application

Mr. Magerko,

If I am reading your email correctly, you need the drive aisles to be 25 feet wide, along with concerns regarding the outside turn radius and overhead clearance minimums being met? Please confirm.

Thank you,

Phoenix Buathier
PLANNING AND ZONING ADMINISTRATOR

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6829 | F 614-322-6830

From: Joe Magerko <joe.magerko@violet.oh.us>
Sent: Friday, December 27, 2024 3:18 PM
To: Marie Meeks <mmeeks@reynoldsburg.gov>; Mike Little <Mike.Little@violet.oh.us>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Eric Meyer <emeyer@reynoldsburg.gov>;
Melissa Butler <MButler@reynoldsburg.gov>; Nik Obednikovski <nobednikovski@reynoldsburg.gov>
Subject: RE: 2467 Taylor Square Hotel - Variance and Conditional Use Application

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

Minimum isle width must meet FD requirements for access and turning radius.

Fire Lane locations shall be determined by the Fire AHJ; shall be a minimum of 25 feet wide; and shall be properly signed and striped. *Alternative fire lane construction methods shall meet accessibility requirements in all environmental conditions, 24 / 7 / 365 days a year.*

Outside turning radius shall be a minimum of 51 feet. (See attached diagram)

Overhead clearance shall be a minimum of 13 feet 6 inches.

Thanks

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: Friday, December 27, 2024 9:04 AM
To: Mike Little <Mike.Little@violet.oh.us>; Joe Magerko <joe.magerko@violet.oh.us>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Eric Meyer <emeyer@reynoldsburg.gov>;
Melissa Butler <MButler@reynoldsburg.gov>; Nik Obednikovski <nobednikovski@reynoldsburg.gov>
Subject: 2467 Taylor Square Hotel - Variance and Conditional Use Application

Good Morning,

I have attached an updated Conditional Use and Variance Application for 2467 Taylor Square Drive. Please let me know if the Violet Township Fire Department has any comments about these applications by January 8th.

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

VIOLET TOWNSHIP FIRE DEPARTMENT
8700 REFUGEE RD
PICKERINGTON, OHIO 43147
614-837-4123

FIRE PROTECTION REQUIREMENTS FOR NEW CONSTRUCTION

The Violet Township Fire Department (VTFD) being the Fire Authority Having Jurisdiction (AHJ) has established the following Fire Protection requirements to aid developers and architects in planning new construction within our jurisdictional boundaries. VTFD will require electronically submitted plans with the following specific items detailed on an ***individual drawing / overlay with NO OTHER Utilities etc.***

1. Life Safety Floor Plan
2. Access showing street and parking isle widths
3. Turning radius, as per these listed guidelines
4. Water supplies, i.e. fire hydrants and any fire suppression connections (“FDC”) locations

All prospective developers and contractors shall setup a pre-design meeting to review these VTFD requirements during their project planning process. Any and all building owner(s) / occupant(s) contractors, vendors, tenant landlords, etc. shall become familiar with these requirements.

(A) FIRE DEPARTMENT ACCESS:

1. Public road /street widths shall be a minimum of 30 feet in width for Commercial/Industrial Development, and a minimum of 26 feet in width for Planned Subdivision Development (Unobstructed, Islands in entrances, Cul-de-Sacs, etc., shall not be included in the calculation for street widths.)
******Access for All Emergency Apparatus SHALL be maintained during the entire construction phase.***
2. Fire Lane locations shall be determined by the Fire AHJ; shall be a minimum of 25 feet wide; and shall be properly signed and striped. *Alternative fire lane construction methods shall meet accessibility requirements in all environmental conditions, 24 / 7 / 365 days a year.*
3. Fire Lanes shall be lawfully denoted by signage and all applicable pavement markings.
4. Outside turning radius shall be a minimum of 51 feet. (See attached diagram)
5. Overhead clearance shall be a minimum of 13 feet 6 inches.
6. **Key Boxes:** As per Rule 5, Section 506 of the 2017 Ohio Fire Code: At least one approved (TBD by AHJ) **Knox Rapid Entry System key box** (or boxes) shall be installed in a location determined by the Fire AHJ, approximately 5 feet above finished grade. Not limited to only secure key boxes, AHJ will determine if additional secure boxes are needed for large buildings or complexes, and /or any other “control” switches, such as gate access & electrical shut-offs / elevator controls, or hazardous materials documents.
7. Street names and addresses shall be submitted for review by the Fire AHJ prior to final approval. All street address numbers shall be visible from the public street at night and affixed on both front and rear of the buildings.
8. Signage as required by the AHJ for First Responder for both interior and exterior of complex, building, business, and /or tenant space(s) showing access to, but NOT Limited to:
Mechanical Areas / Fire Suppression Control Room(s) / Fire Alarm Control Panel(s) / Roof Access etc.

(B) FIRE HYDRANTS:

1. Public and private fire service mains and appurtenances shall be a minimum of an 8-inch line.
2. Spacing between fire hydrants along public or private streets shall not exceed 350 feet. The minimum distance to the building that a fire hydrant can be located is 50 feet.
3. Commercial buildings shall have a hydrant located within 200' of the location the first due fire apparatus is most likely to arrive. The location shall not cross or interfere with an artery of traffic flow.
4. Fire hydrants shall have a 5-inch Straight "Storz" fitting attached to the steamer port, plus two additional 2-1/2 inch side discharge ports equipped with National Standard Hose Thread. (All Threads provided for fire department connections to sprinkler systems, standpipe systems, yard hydrants or any other fire hose connection shall be compatible with the connections utilized by the local fire department.)

******Fire hydrants shall be tested and in service prior to vertical construction of combustible materials.***

(C) SPRINKLER SYSTEM:

1. Zone maps shall be posted near the riser(s) at a location determined by the Fire Code Official.
2. Provide a 5-inch "Storz" fitting with a cap "Knox 5-inch Locking Cap" and a 30 degree turn-down, for ALL Fire Department Connections (FDCs).
3. The Fire Department Connection shall be located within ***75'-100' (feet) (TBD by AHJ)*** of a fire hydrant. Remote connections shall have approval of Fire Department AHJ provided access and protection from vehicle traffic, in the same manner as a fire hydrant. Fire Department AHJ shall approve all FDC locations. The location shall not cross or interfere with an artery of traffic flow.
4. FDC testing: All fire department connections shall be required to pass a hydrostatic test (200# per 2 hours) as required for the building fire suppression system. All FDC lines shall be flushed prior to final approval and witnessed by the fire AHJ.
5. FDC shall have a reflective sign permanently mounted 12ft above grade. All remote FDC connections shall have the building addresses it serves displayed on the sign.
6. Fire hydrant and FDC located on the same side of the street.
7. Provide a weather protected audible and visual alarm on the outside wall above the Fire Department Connection. ***Horn / Strobe light located outside in place of water gong / bell.***
8. All sprinkler control valves must be supervised with tamper devices connected to the fire protection supervisory system and to a central station alarm service.
9. A fire alarm annunciator panel shall be within 20ft of any fire suppression riser.
10. Large buildings will require that any door that accesses a riser be painted red with proper signage.

(D) STANDPIPE SYSTEMS:

1. Standpipe systems shall comply with all the requirements of all applicable NFPA standards for a Class III Standpipe System (2 ½ inch hose connections) including minimum flow rates and residual pressure requirements. All fittings capped and capable of being secure by use of the “Knox Key.”
2. An adequate number of class II standpipes shall be installed to allow any point in the building to be reached by a 100-foot length of hose and a 25-foot water stream. Standpipe connections shall be required at all designated Exit Locations.
3. A shut-off valve shall be provided at each hose connection location.

(E) FIRE ALARM SYSTEMS:

1. Fire Alarm Systems shall require prior review with the Fire AHJ
(Systems shall be addressable; which indicates on the panel readout exactly what device is in alarm or trouble) VTFD Strongly Encourages the Use of Sole Path Cellular Communications Systems.
2. Fire Alarm System installations and testing shall comply with all the requirements in accordance of all applicable NFPA standards
3. A remote fire alarm enunciator panel located near a front (and/or rear) entry point, by the Knox box and operable by any first responder. Buildings over 150,000 sqft may require additional FAAP's.
4. A diagram of the facility floor plan with the specific location of all devices as shown on the FACP shall be digitally sent the fire department.
5. The following information shall be posted on FACP & available for FD:
 1. central station monitoring company name
 2. central station monitoring contact number
 3. any & all necessary account passwords / pass codes related to the occupancy
 4. any & all necessary passwords related to the fire alarm systems
 5. any & all necessary Fire Alarm Control Panel (FACP) Passwords / Pass Codes
6. Buildings that require carbon Monoxide detection shall have it connected to the FACP and the units have their own sounder bases with a distinct alert not similar to the fire alarms audible sound.

(F) EMERGENCY RESPONDER COMMUNICATIONS:

All buildings shall have approved radio coverage for emergency responders to meet Rule 5, Section 510 of the 2017 Ohio Fire Code. Existing buildings shall comply with this code.

(G) VEHICLE IMPACT PROTECTION:

As per Rule 3, Section 312 of the 2017 Ohio Fire Code.

Fire code official will determine if any fire protection system inside or outside the building requires vehicle impact protection not listed in this code.

(H) CYLINDER / TANK STORAGE of Compressed Gases (Including Propane, Carbon Dioxide etc.)

As per Rule 53, and 61 of the 2017 Ohio Fire Code

References: 2017 Ohio Fire Code, Applicable NFPA Standards, 2017 Ohio Building Code

AHJ guidelines prohibit the storage of propane inside any structure.

(I) ELECTRIC VEHICLE CHARGING STATIONS:

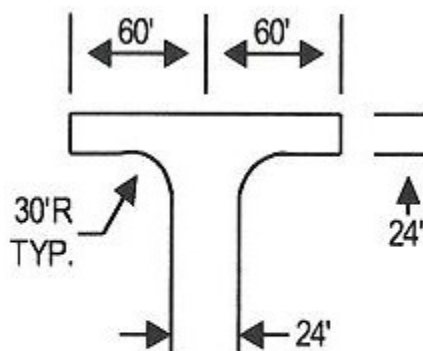
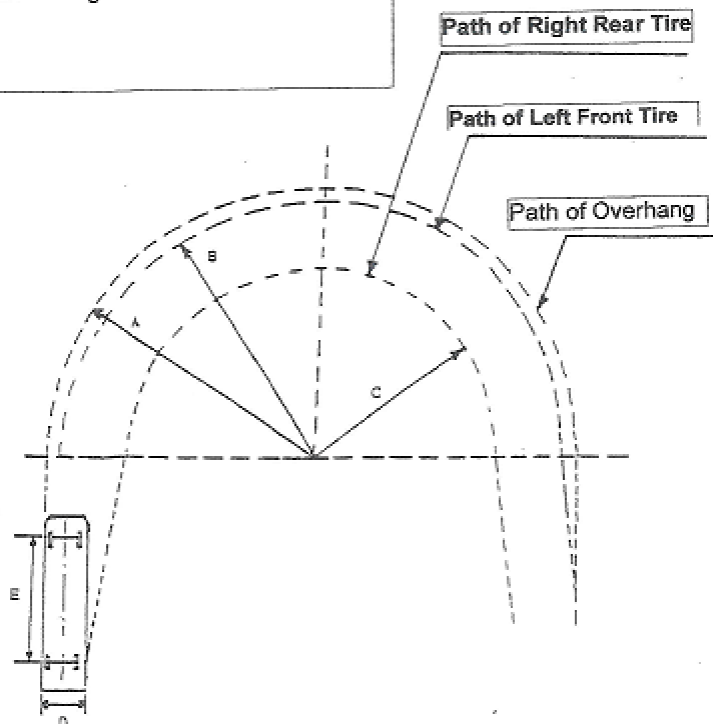
1. If the electric vehicle charging equipment is located in an area subject to vehicular damage, an adequate barrier must be installed in accordance with Ohio Fire Code Section 312 or for low speed impacts of curb or parking block at least **6"** in height.
2. Disconnect shall be a Knox Remote Power Box. (Red) Direct from pole or transformer. Either Knox Remote Power Box or approved service disconnect.
3. A fire department emergency power disconnect shall be provided within **50'** of the electric vehicle charging installation but no closer than **10'** to any one charging stations or related electrical components.
4. Disconnect shall be mount at a height of **60"** from grade.
5. An aluminum reflective sign with white background and **2"** red letter stating **"EV CHARGER EMERGENCY DISCONNECT"** shall be installed at each emergency power disconnect and have the corresponding location identified.

(J) Security Gates:

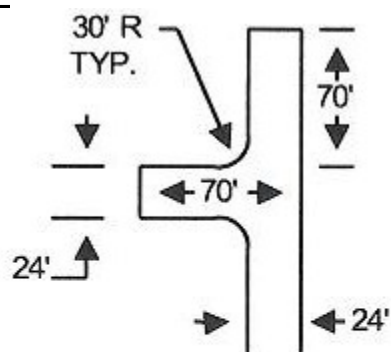
The installation of security gates across a fire apparatus access road SHALL be approved by the fire code official. Where security gates are installed, they SHALL have an approved means of emergency operation. The security gates and the emergency operation SHALL be maintained operational at all times. Electric gate operators, where provided, SHALL be listed in accordance with UL 325 as listed in rule 1301:7-7-47 of the Administrative Code. Gates intended for automatic operation SHALL be designed, constructed and installed to comply with the requirements of ASTM F 2200 as listed in rule 1301:7-7-47 of the Administrative Code. Gates shall have an approved Knox override key switch.

(K) Fire Apparatus Turning Requirements:

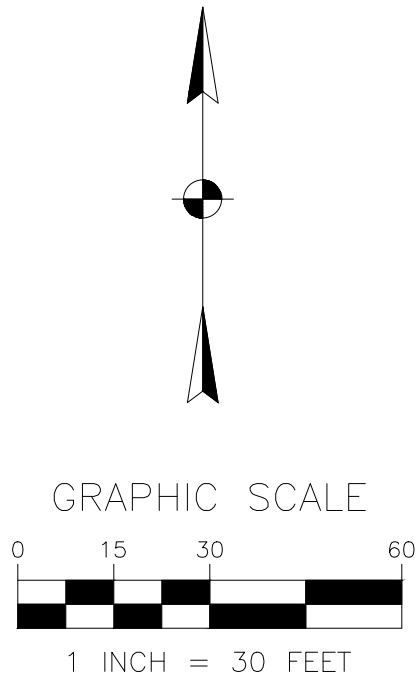
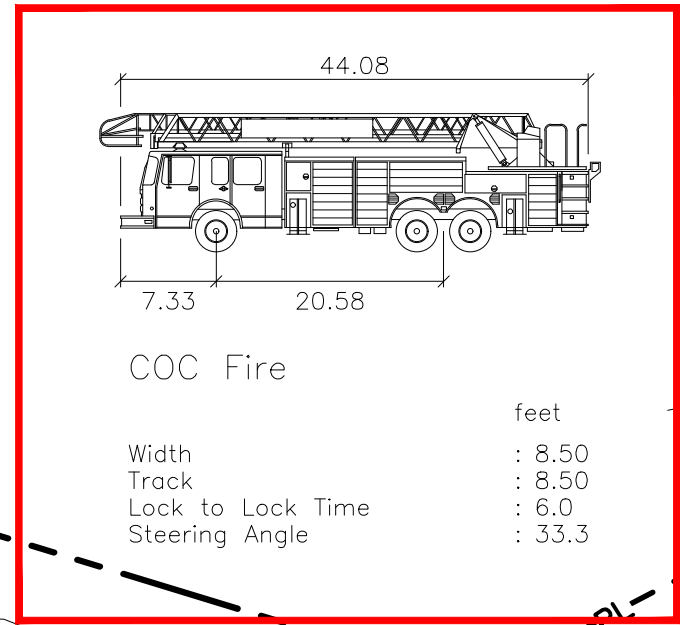
Maximum Turning Radius	(A) - 50' 9"
Minimum Turning Radius	(B) - 47' 9"
Minimum Inside Radius	(C) - 35' 1"
Vehicle Width	(D) - 8' 5"
Wheel Base	(E) - 23' 8"
Vehicle Height	12' 0"
Vehicle Length	42' 0"



120' HAMMERHEAD



**ACCEPTABLE ALTERNATIVE
TO 120' HAMMERHEAD**

Page 142 of 201

PRELIMINARY
NOT FOR CONSTRUCTION

From: [Joe Magerko](#)
To: [Steve Fox](#); [Phoenix Buathier](#); [Kush Patel](#)
Cc: [Eric Meyer](#)
Subject: RE: 2467 Taylor Square Dr. - Hotel - Conditional Use & Variance
Date: Tuesday, January 7, 2025 8:44:30 AM

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

I'm assuming the East side is the Main Entrance. That is designated as the fire lane and shall have a drive isle 25 ft wide to accommodate our out riggers on ladder trucks. The rest looks fine.

Thanks

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

From: Steve Fox <sfox@v3co.com>
Sent: Thursday, January 2, 2025 2:54 PM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Kush Patel <k.patel2923@gmail.com>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>; Joe Magerko <joe.magerko@violet.oh.us>
Subject: RE: 2467 Taylor Square Dr. - Hotel - Conditional Use & Variance

Joe, here is the site plan with the fire truck routed.

Let me know if this works for you.

Thanks,

Steve Fox
V3 Companies
550 Polaris Parkway, Suite 250
Westerville, OH 43082 | C 614.323.8183 | E sfox@v3co.com

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Sent: Thursday, January 2, 2025 12:43 PM
To: Steve Fox <sfox@v3co.com>; Kush Patel <k.patel2923@gmail.com>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>; Joe Magerko <joe.magerko@violet.oh.us>
Subject: RE: 2467 Taylor Square Dr. - Hotel - Conditional Use & Variance

*** 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.

Steve,

I wanted to reach out, because staff received comments from the Fire Department regarding your most recent submittal. Staff did not receive comments from the first round of reviews, which I have attached the email, however it appears we have received comments this second time. I wanted to give them to you in advance, since it appears you will need to work this out with the Fire Department. I have copied Joe Magerko from the Violet Fire Department. I would suggest reaching out to him.

Sincerely,

Phoenix Buathier

PLANNING AND ZONING ADMINISTRATOR

—

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6829 | F 614-322-6830

www.reynoldsburg.gov

From: Steve Fox <sfox@v3co.com>

Sent: Thursday, December 19, 2024 4:41 PM

To: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Kush Patel <k.patel2923@gmail.com>

Cc: Eric Meyer <emeyer@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>

Subject: RE: 2467 Taylor Square Dr. - Hotel - Conditional Use & Variance

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

Phoenix,

We will be able to submit everything on Monday.

Here are the revised site/landscape plan to get the 3 islands needed. If you get a chance to review prior to us submitting, we would appreciate it to catch anything that may be an issue.

If we don't see you before, have a Merry Christmas and Happy New Year.

Thanks,

Steve Fox

V3 Companies

550 Polaris Parkway, Suite 250

Westerville, OH 43082 | C 614.323.8183 | E sfox@v3co.com

From: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Sent: Thursday, December 19, 2024 1:31 PM

To: Kush Patel <k.patel2923@gmail.com>; Steve Fox <sfox@v3co.com>

Cc: Eric Meyer <emeyer@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>

Subject: RE: 2467 Taylor Square Dr. - Hotel - Conditional Use & Variance

*** 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.

Mr. Patel and Mr. Fox,

Just wanted to send a follow up email letting you know the deadline for the January 16, 2025 is a week from today, December 26, 2024. Please know that the City will be closed December 24th and December 25th next week. Please knowt the physical and electronic copies required for both packets for your resubmittal will need to be in by December 26, 2024.

If you have any questions regarding your resubmittal, please feel free to email or call.

Sincerely,

Phoenix Buathier

PLANNING AND ZONING ADMINISTRATOR

—

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6829 | **F** 614-322-6830

www.reynoldsburg.gov

From: Phoenix Buathier

Sent: Monday, December 9, 2024 9:22 AM

To: 'Kush Patel' <k.patel2923@gmail.com>; Steve Fox <sfox@v3co.com>

Cc: Eric Meyer <emeyer@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>

Subject: 2467 Taylor Square Dr. - Hotel - Conditional Use & Variance

Mr. Patel and Mr. Fox,

I wanted to reach out to you regarding your Conditional Use and Variance Applications that were held by the Planning and Zoning Board at the 12/5/2024 meeting. I wanted to let you know that the deadline for the January 16, 2025 meeting is December 26, 2024. This would mean all physical and electronic copies required for both packets for your resubmittal would be needed by this day.

Please know that my last day in the office until the New Year is December 23, 2024. If you have any questions regarding your resubmittal, please feel free to email or call.

Sincerely,

Phoenix Buathier

PLANNING AND ZONING ADMINISTRATOR

—

City of Reynoldsburg

7232 East Main Street | Reynoldsburg, OH 43068

T 614-322-6829 | **F** 614-322-6830

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

December 23, 2024

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

RE: Ron Arps for Cacchillo & Daniel Inc.; 7535 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 7535 E Main Street. The 0.35-acre site is currently used as an Office – Medical. 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 and east of the subject site. The parcel to the south is zoned ORD-N, Olde Reynoldsburg Neighborhood District. The surrounding land uses consist of a retail to the north, office – medical to the east and west, and a Dwelling – Detached Single-Family 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 4 feet away from the property line to the east and 4 feet away from Broad Aly to the south of the site. The applicant is also proposing the enclosure to be on three sides of the dumpster, which will be 8 feet in length.
- 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 critierial 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 intended to be 6 feet in height, be 100% opacity, located 4 feet from the property line and ally, 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 3 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.

Reynoldsburg

Department of Development
Planning & Zoning Division
7232 East Main Street
Reynoldsburg, Ohio

*All Applications are submitted in person,
through mail or to the Building Department
by email at: permit@reynoldsburg.gov

*Please know that an application will not be
processed until payment has been received.

App./Case#: 2024-871
Date Submitted: 11/27/24
Fee Amount: 200-
☒ Paid: Cash

PLANNING AND ZONING BOARD CERTIFICATE OF APPROPRIATENESS

NOV 27 2024

Property Address: 7535 Main St.	Parcel ID#(s): 060-006547-00
------------------------------------	---------------------------------

II. PROPERTY OWNER OF RECORD

Property Owner Name(s): Patricia Palermo Trust	
Contact Email: ppaler7@aol	Contact Phone Number: 614-736-2624

III. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: Cacchillo & Daniel Inc.	Contact Name: Amy
Contact Email: dental@periohealth.org	Contact Phone Number: 614-861-8077

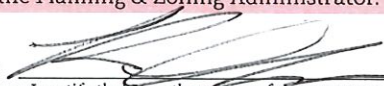
IV. APPLICANT INFORMATION

Applicant Name: Ron Arps	Applicant Address: 2972 Twp Rd 40, Somerset OH 43083
Applicant Phone Number: 614-270-2081	Applicant Email: arps.ron@gmail.com
☐ 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: Fence around dumpster.			

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: 10/27/24

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> Zoning District: _____	Meeting Date: _____
	☐ Olde Reynoldsburg District	<u>Meeting Results</u>
	<u>Additional Approval Required</u>	☐ Approved as Submitted ☐ Tabled
	☐ PZB	☐ Approved w/ Conditions ☐ Denied
P&Z Admin.: _____ Date: _____		

Submission Requirements

CERTIFICATE OF APPROPRIATENESS

I. General Requirements

- A. All applications for a certificate of appropriateness shall be received fourteen (14) days prior to the next meeting.
- B. All exhibits required for the permanent file (noted in the following paragraphs) must be folded into an 8 ½ x 11 sized paper. However, larger mounting boards, material samples, or other exhibits not meeting these criteria may be used for Planning and Zoning Board presentation.
- C. Eleven (11) sets of physical plans and One (1) electronic set of plans should be submitted to the Board through the Planning & Zoning Administrator.
- D. An adequate number of photographs are required to illustrate the site, including buildings and other existing features as well as adjacent properties.

II. Building Construction, Exterior Remodeling, and Additions Submittal Requirements

- A. A site plan is required containing the following information:
 - 1. scale and north arrow
 - 2. project name and site address
 - 3. all property and street pavement lines
 - 4. existing and proposed contours
 - 5. gross area of tract stated in square feet
- B. Complete elevations are required containing the following information:
 - 1. scale
 - 2. all signs to be shown on the elevation
 - 3. changes in ground elevation
 - 4. type, color, and texture of all primary materials to be used;
 - 5. fenestration, doorways, and all other projecting and receding elements
- C. Material samples (required for all exterior materials)

III. Free-standing Ground Sign Submittal Requirements

- A. A site plan is required containing the following information:
 - 1. scale and north arrow;
 - 2. address of the site;
 - 3. all property and street pavement lines;
 - 4. proposed ingress and egress, including on-site parking areas, parking stalls, and adjacent streets;
 - 5. location and height of all existing and proposed signs on the site, showing required setbacks
- B. Material samples are required for components

IV. Wall Sign Submittal Requirements

- A. A scaled drawing of each face of the proposed wall sign is required showing the following information;
 - 1. all size specifications, including the size of letters and graphics;
 - 2. description of sign and frame materials and colors;
- B. An elevation drawn to scale of the entire wall of the building to which the sign is to be fixed, correctly locating the sign.
- C. Material samples are required for all components.

Along with a completed application form, please submit eleven (11) hardcopy packets of all required items. When any items in the packet exceed 11X17, please also submit a PDF or similar scan of the completed application and packet.

Section 1103.05

STANDARDS FOR REVIEW

All applications for a certificate of appropriateness shall be reviewed to determine if the proposed construction or alteration to an existing structure promotes, preserves and enhances the overall architectural character and integrity of the design review districts in which the structure is proposed to be located and that the proposed structure or alteration would not be at variance with existing structures. In evaluating the design for each new, renovated or expanded structure, the Planning and Zoning Board shall endeavor to assure that exterior appearance and environment of such buildings shall:

- (a) Enhance the attractiveness and desirability of the City.
- (b) Encourage orderly and harmonious design in a manner keeping with the overall architectural character of the districts.
- (c) Preserve distinctive stylistic features, historic features or examples of skilled craftsmanship which characterize a building.
- (d) Comply with the purpose and intent of any specific design guidelines adopted by the Planning and Zoning Board or City Council.

Fence Proposal Of Appropriateness

7535 E Main Street Reynoldsburg Oh, 43065

NOV 27 2024

Fence Build Materials

- 9' 4x4 treated posts
- Privacy Pre-Built 6' high Treated dog ear 3 rail panels
- Fasteners - 4" exterior construction screws
- Concrete for footers around all posts

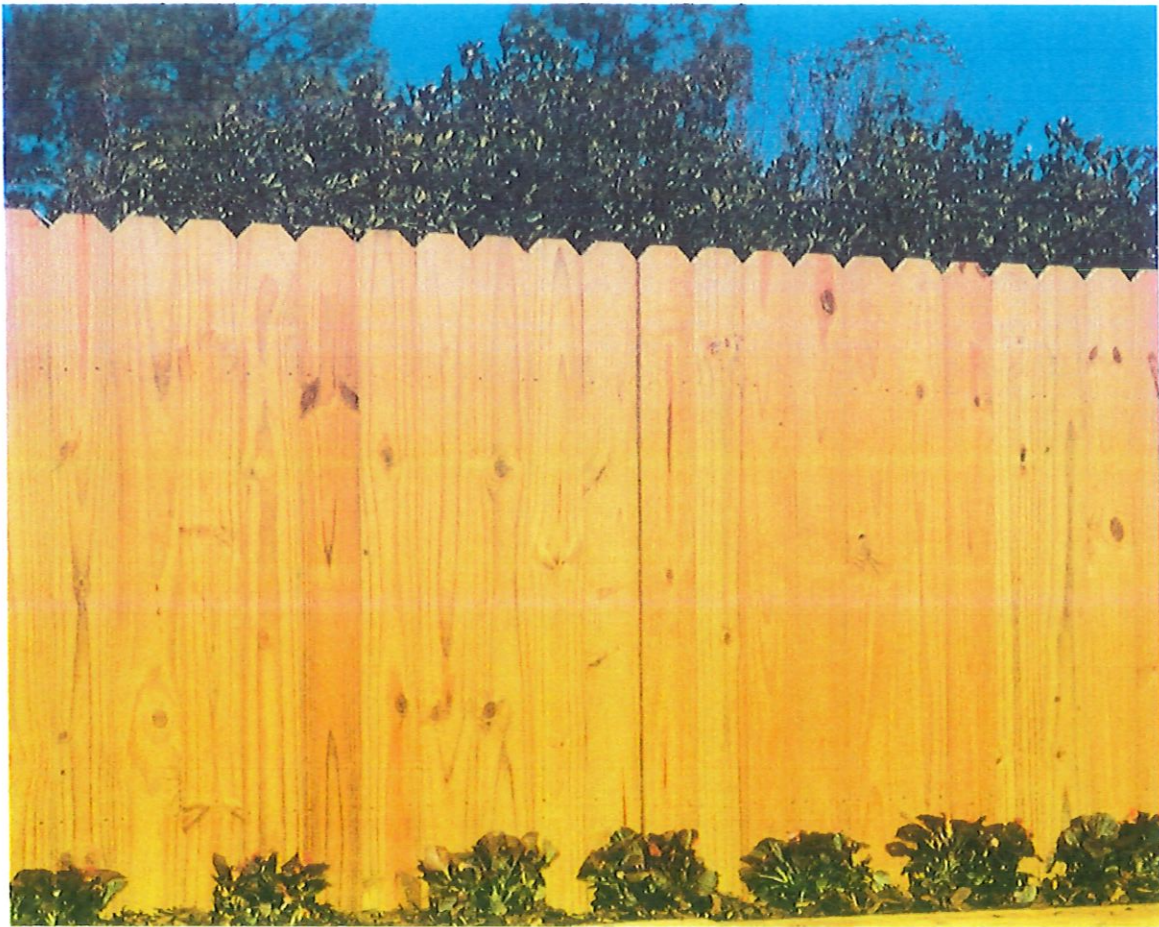
Construction Method

- Fence will measure 8' feet on each side to easily accommodate a 3 yrd 4x6 dumpster
- Dig post holes 4' on center in a "U" shaped fashion to create 3 walls around existing dumpster once constructed
- Set Treated posts in concrete
- Attach Privacy Pre-Built 6' high Treated dog ear 3 rail panels to posts
- Fence will consist of 3 walls and be built parallel to parking lot for easy access of dumpster emptying by Waste Management

1. The first step is to determine the location and size of the fence. This is done by measuring the area to be fenced and deciding on the type of fence to be used.



Supplemental Material for the article "The Effect of the
Fence on the Behavior of the Fish"



The first stage of the project was to identify the areas of the site that were most likely to be affected by the proposed development. This was done by carrying out a series of surveys and assessments, including a detailed topographical survey, a geotechnical investigation, and an environmental impact assessment. The results of these surveys were used to develop a series of maps and plans that showed the proposed development and its potential impacts on the surrounding environment.



From: [Lieutenant Schmidt](#)
To: [Marie Meeks](#)
Cc: [Phoenix Buathier](#); [Eric Meyer](#); [Nik Obednikovski](#); [Melissa Butler](#)
Subject: Re: 7535 E Main Street - Certificate of Appropriateness Application
Date: Friday, January 3, 2025 9:24:50 AM
Attachments: [Outlook-mfiq4w20.png](#)

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

Good morning Ms. Meeks,

We don't have any commitments regarding this project.

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: Friday, December 27, 2024 9:16 AM
To: Lieutenant Schmidt <LTSchmidt@trurotp.org>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Eric Meyer <emeyer@reynoldsburg.gov>; Nik Obednikovski <nobednikovski@reynoldsburg.gov>; Melissa Butler <MButler@reynoldsburg.gov>
Subject: 7535 E Main Street - Certificate of Appropriateness Application

Good Morning,

I have attached a Certificate of Appropriateness Application for 7535 E Main Street. Please let me

know if the Truro Township Fire Department has any comments about this application by January 8th.

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

January 2, 2025

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

RE: Nepali RK Clothing, LLC; 7514 E Main Street: Certificate of Appropriateness for Signage

Planning and Zoning Board:

Below is the staff review of the above reference Certificate of Appropriateness Application.

1. Project Summary

- a. **Site Summary:** The subject tenant space is located at 7514 E Main Street. The 2.79-acre site, addressed 7510-7536 E Main Street, is a Commercial Center in the ORD-C, Olde Reynoldsburg District. The applicant is requesting a sign reface for the wall sign above their tenant space.
- b. **Surrounding Zoning:** The surrounding zoning consists of RM, Residential Medium to the north, ORD-C, and Olde Reynoldsburg Commercial District to the east, west and south. The surrounding land uses consist of vacant land to the north, retail, warehousing, and a Dwelling – Detached Single Family to the west, retail to the east, and a commercial center and Medical – Clinic to the south.
- c. **Applicant's Request:** The proposed project involves the sign reface of one wall sign panel on the subject tenant space. The wall sign panel is 2 feet tall by 10 feet wide, located above the tenant space for 7514 E Main Street. The background color of the sign appears to be black, based on the sign rendering provided. The proposed wall sign panel will be replacing the existing wall sign panel face with the exact same size. The wall sign reface is proposed to be made of polycarbonate material.
- d. **Comprehensive Sign Plan:** In September of 2019, a Comprehensive Sign Plan was done for Olde Town Center, which is where this business is located. The Comprehensive Sign Plan created signage standards that were adopted by the Planning Commission at the time for the entire shopping center. The Comprehensive Sign Plan was approved by the Planning Commission with the following conditions: that the wall signs shall have black or dark gray based colors shown with white lettering and individual logos (Page 8 of minutes).
- e. **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)” The sign must also comply with Section 1105.03.C.ii, Signs for the ORD-C.

- b. The application appears to meet the following criteria established in Section 1109.19, Certificate of Appropriateness – Olde Reynoldsburg Districts:
 - i. Enhances the attractiveness and desirability of the district.
 - ii. Encourages the orderly and harmonious development in a manner in keeping with the overall character of the district.
 - iii. Improves residential amenities and any adjoining residential neighborhood.
 - iv. Enhances and protects the public and private investment in the value of all land and improvements within the district.
 - v. Satisfies the applicable guidelines set forth under Chapter 1103; and
 - vi. Overall effects of the project or development on the appearance and environment of the district.
- c. Section 1105.03.C.v.1 states, “A wall sign 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 proposed wall sign reface appears to meet all Zoning Code requirements.
- d. The sign is proposed to have a black background with white lettering and the business logo. The proposed sign reface is designed to align with the approved 2019 Comprehensive Sign Plan for the shopping center.

3. Recommendation

- a. Staff recommends approval of the proposed wall sign reface.

Reynoldsburg

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

*Please know that an application will not be processed until payment has been received.

App./Case#: 2024-866
Date Submitted: 11/20/24
Fee Amount: 75-
☒ Paid: CC

PLANNING AND ZONING BOARD CERTIFICATE OF APPROPRIATENESS

NOV 20 2024

Property Address: <u>7814 E main street Reynoldsburg, OH 43068.</u>	Parcel ID#(s): <u>060-001256-00</u>
---	-------------------------------------

II. PROPERTY OWNER OF RECORD

Property Owner Name(s): <u>Olde Town East Shopping Center LLC.</u>	
Contact Email:	Contact Phone Number:

III. BUSINESS/TENANT INFORMATION (IF APPLICABLE)

Business Name: <u>Nepali Rk Clothing LLC.</u>	Contact Name: <u>Dilli Subedi</u>
Contact Email: <u>dillisubedi21@yahoo.com.</u>	Contact Phone Number: <u>817-841-2963.</u>

IV. APPLICANT INFORMATION

Applicant Name: <u>Dilli Subedi</u>	Applicant Address: <u>8323 Crete lane Blacklick, OH 43004.</u>
Applicant Phone Number: <u>817-841-2963.</u>	Applicant Email: <u>dillisubedi21@yahoo.com.</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>Requesting for business home board.</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: [Signature] Date: 11/12/2024

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:	<u>Zoning Information</u> Zoning District: _____	Meeting Date: _____
	☐ Olde Reynoldsburg District	Meeting Results
	<u>Additional Approval Required</u>	☐ Approved as Submitted ☐ Tabled
	☐ PZB	☐ Approved w/ Conditions ☐ Denied
P&Z Admin.: _____ Date: _____		

NOV 20 2024



NEPALI RK CLOTHING

2'

7514

नेपाली फसल

OPEN

RK CLOTHING

STORE FRONTAGE

(no subject)

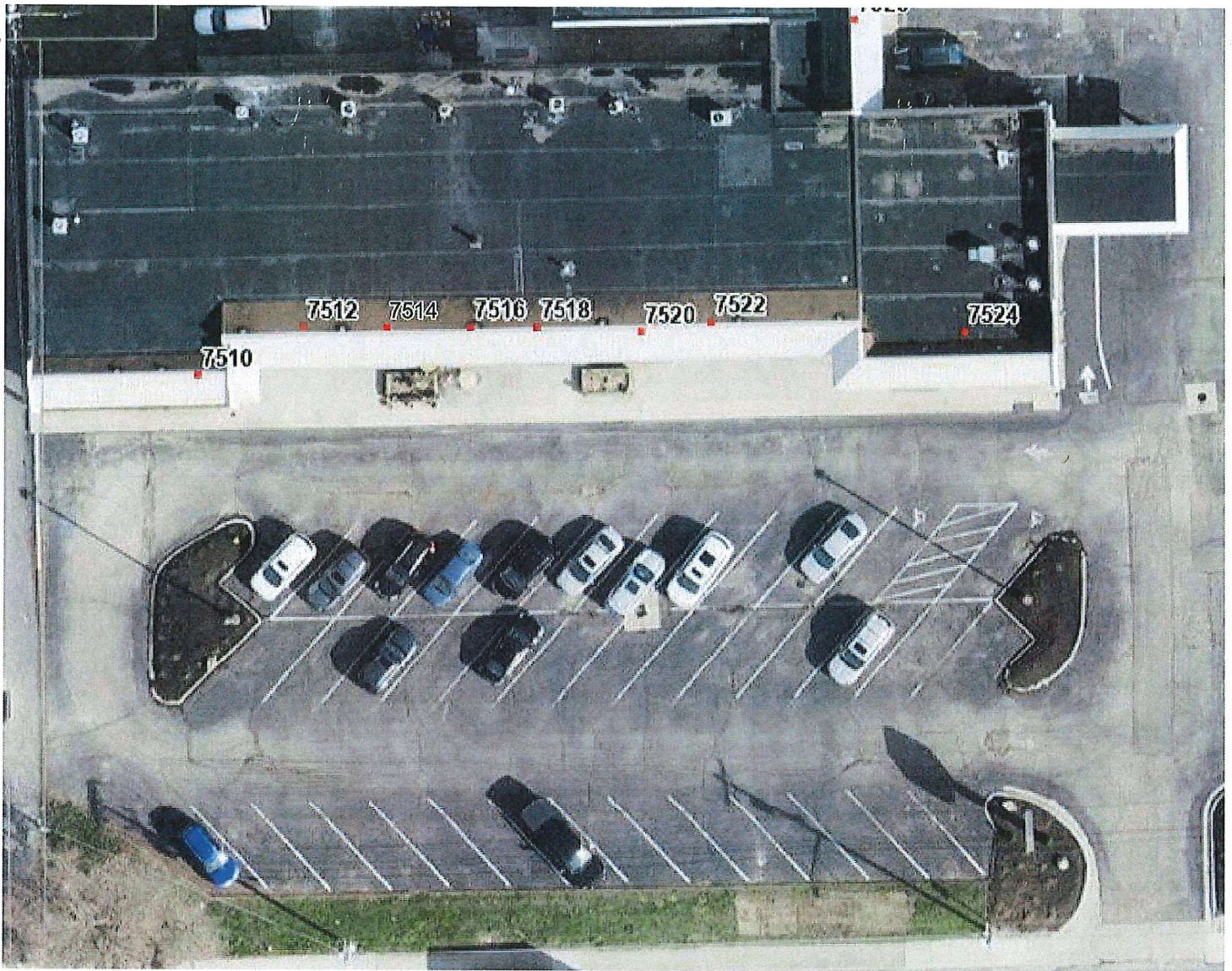
1 message

Banni Pradhan <banni.pradhan57@gmail.com>
To: Suchita Gurung <sgurung@serenityhha.com>

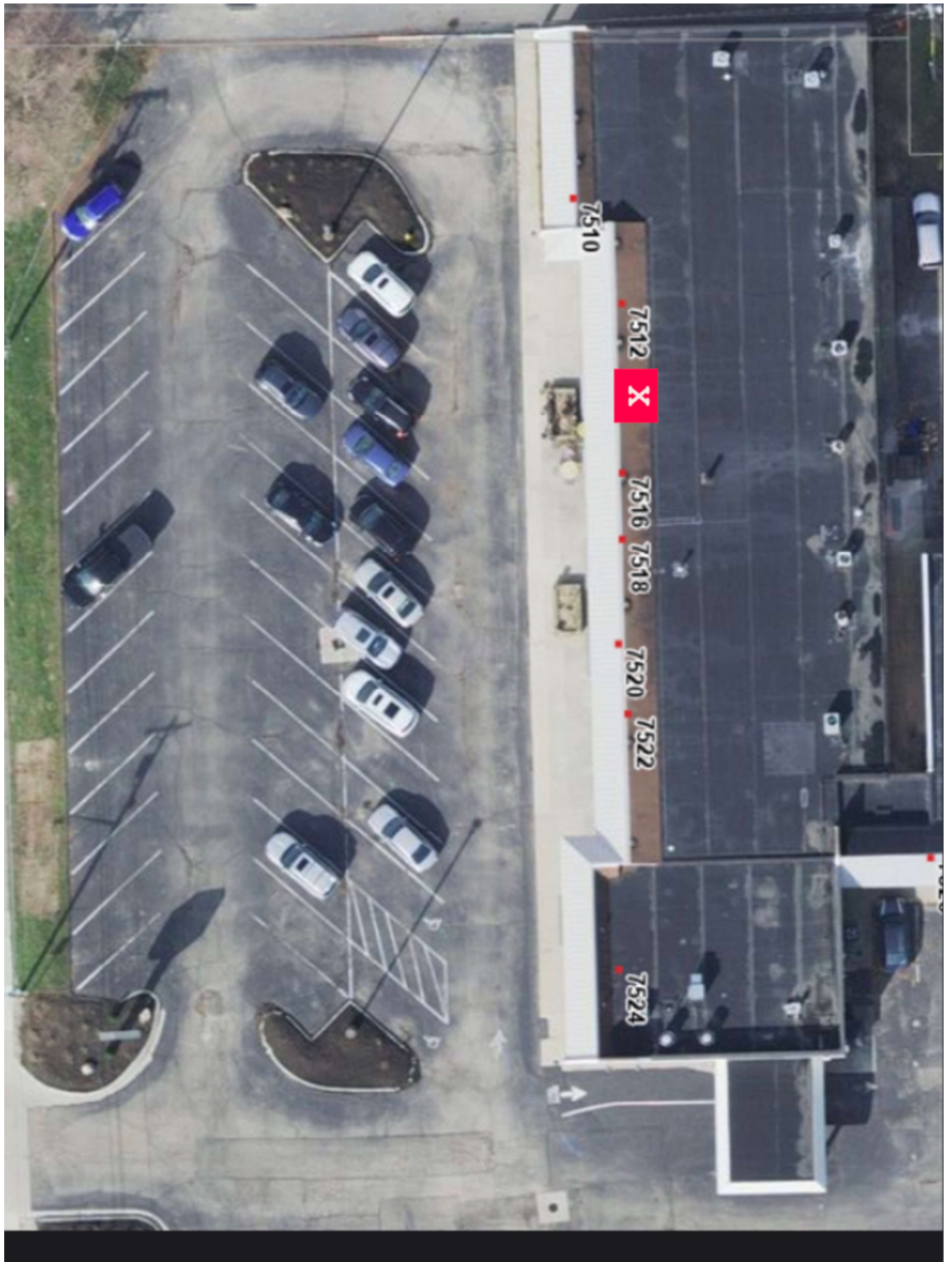
Fri, Aug 23, 2024 at 10:49 AM



7514 E Main Street
Reynoldsburg OH 43068









STOREFRONTAGE

Marie Meeks

From: Dilli Subedi <dillisubedi21@yahoo.com>
Sent: Monday, December 16, 2024 10:46 AM
To: Marie Meeks
Subject: Re: Documents

Follow Up Flag: Follow up
Flag Status: Flagged

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

Good morning, this is the Certificate of Appropriateness application for our Nepali RK clothing LLC. 7514 East Main Street Reynoldsburg Ohio 43068. We are using polycarbonate lexan for our sign material. Thank you.

Dilli Subedi.

Sent from my iPhone

On Dec 12, 2024, at 1:40 PM, Marie Meeks <mmeeks@reynoldsburg.gov> wrote:

Hi Dilli,

I know you indicated on your sign permit that the sign material would be polycarbonate lexan, but could you send me an email stating the proposed sign material for the Certificate of Appropriateness application?

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: Marie Meeks
Sent: Monday, December 9, 2024 3:05 PM
To: 'Dilli Subedi' <dillisubedi21@yahoo.com>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Subject: RE: Documents

Hi Dilli,

Those look good. Please send 11 physical copies of each document to 7232 E Main Street. After the 11 copies have been received, this case will go before the next available Planning and Zoning Board meeting.

Thank you,
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: Dilli Subedi <dillisubedi21@yahoo.com>
Sent: Monday, December 9, 2024 2:53 PM
To: Marie Meeks <mmeeks@reynoldsburg.gov>
Subject: Documents

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

Hi, here is the document . If it is not going to work let me know.

<image001.jpg>

<image002.jpg>

Sent from my iPhone

From: [Lieutenant Schmidt](#)
To: [Marie Meeks](#)
Cc: [Phoenix Buathier](#); [Eric Meyer](#); [Nik Obednikovski](#); [Melissa Butler](#)
Subject: Re: 7514 E Main Street - Certificate of Appropriateness Application
Date: Friday, January 3, 2025 9:25:42 AM
Attachments: [Outlook-1nt1wl0x.png](#)

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

Good morning Ms. Meeks,

We do not have any commitments regarding this project.

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: Friday, December 27, 2024 9:10 AM
To: Lieutenant Schmidt <LTSchmidt@trurotp.org>
Cc: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Eric Meyer <emeyer@reynoldsburg.gov>; Nik Obednikovski <nobednikovski@reynoldsburg.gov>; Melissa Butler <MButler@reynoldsburg.gov>
Subject: 7514 E Main Street - Certificate of Appropriateness Application

Good Morning,

I have attached a Certificate of Appropriateness Application for 7514 E Main Street. Please let me

know if the Truro Township Fire Department has any comments about this application by January 8th.

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

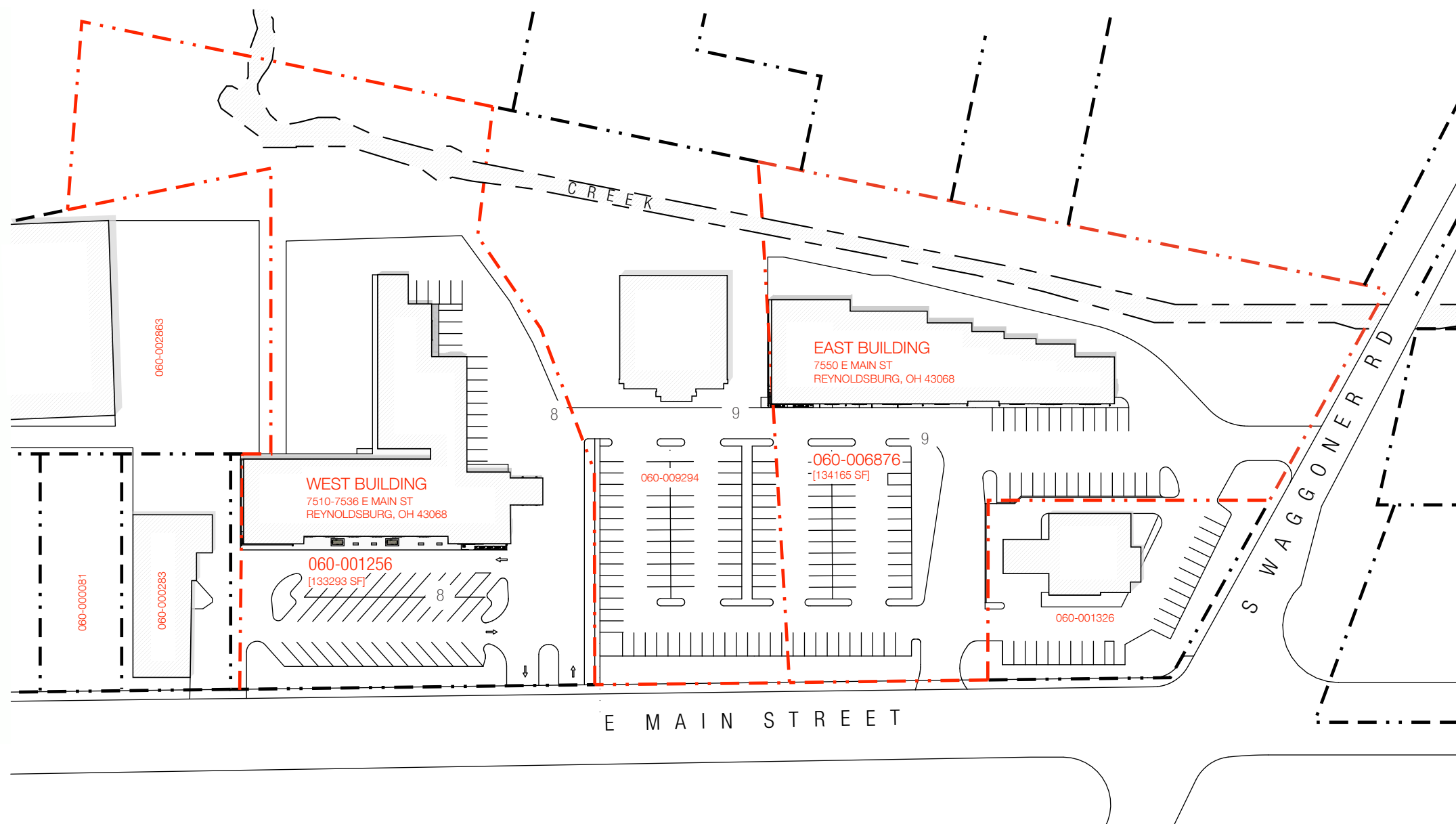
Zoning: 614-322-6850 | **Direct:** 614-322-6800 – ext. 6720

www.reynoldsburg.gov

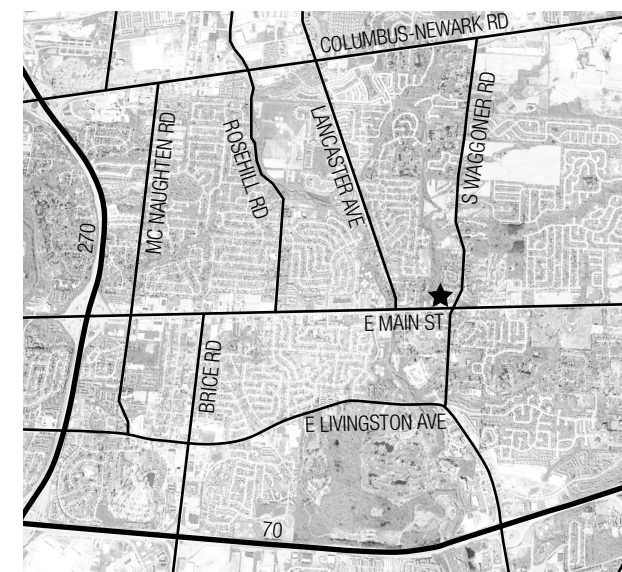
CITY OF REYNOLDSBURG
CERTIFICATE OF APPROPRIATENESS
COMPREHENSIVE SIGN PLAN APPLICATION

7510-7550 E MAIN STREET
REYNOLDSBURG, OH 43068

8.29.2019
© Tim Lai ArchitecT

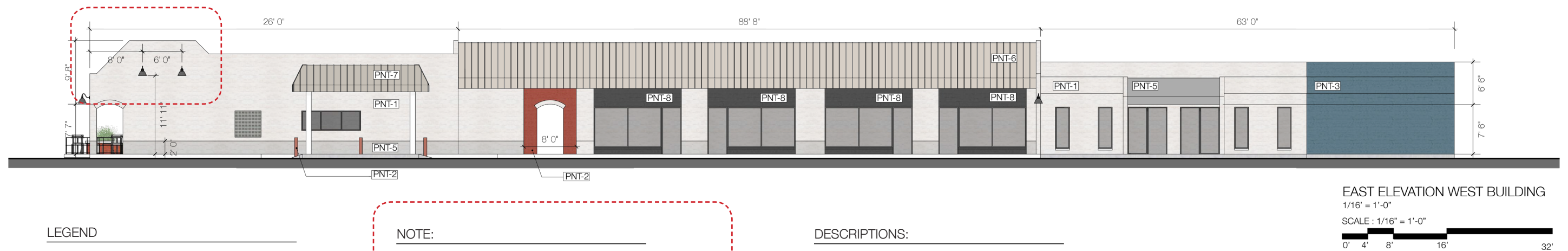
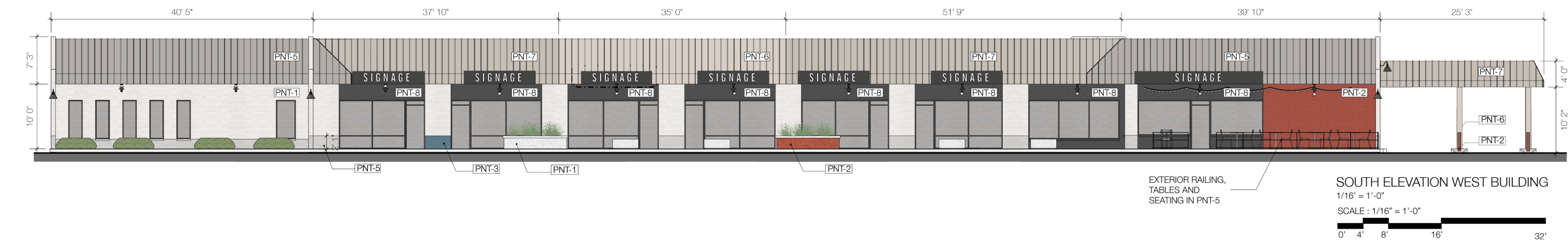


2 SITE PLAN
 100' = 1'-0"
 SCALE : 1" = 100'-0"
 0' 25' 50' 100' 200'



1 SITE MAP
 SCALE: NTS

PROPOSED UNIFIED TENANT SIGN: WEST BUILDING



LEGEND

PNT-1	SW 7009	PEARLY WHITE	ON BRICK
PNT-2	SW 6342	SPICY HUE	ON BRICK
PNT-3	SW 6116	REFUGE	ON BRICK
PNT-4	SW 6116	TATMI TAN	ON METAL PANEL
PNT-5	SW 7643	PUSSYWILLOW	ON BRICK, METAL PANEL
PNT-6	SW 7632	MODERN GRAY	ON BRICK, METAL PANEL
PNT-7	SW 7641	COLONNADE GRAY	ON BRICK, METAL PANEL
PNT-8	SW 7069	IRON ORE	ON BRICK, METAL PANEL

NOTE:

EAST WALL ON EAST BUILDING TO BE PAINTED AS OPTION B BELOW

FOR OTHER WALL NOT SHOWN: OWNER TO DECIDE BETWEEN 2 OPTIONS

OPTION A: PAINT ALL WALLS PNT-5

OPTION B: PAINT PNT-5 AT 2'-0" & BELOW TYP.; PNT-1 AT 2'-0" & ABOVE

FOR OPTION B, THE PAINT TRANSITION MAY NEED TO MATCH ADJACENT WALL SHOWN ON ELEVATION DUE TO SLOPING GRADE CHANGES.

CONTRACTOR TO CHECK WITH ARCHITECT BEFORE PAINTING

DESCRIPTIONS:

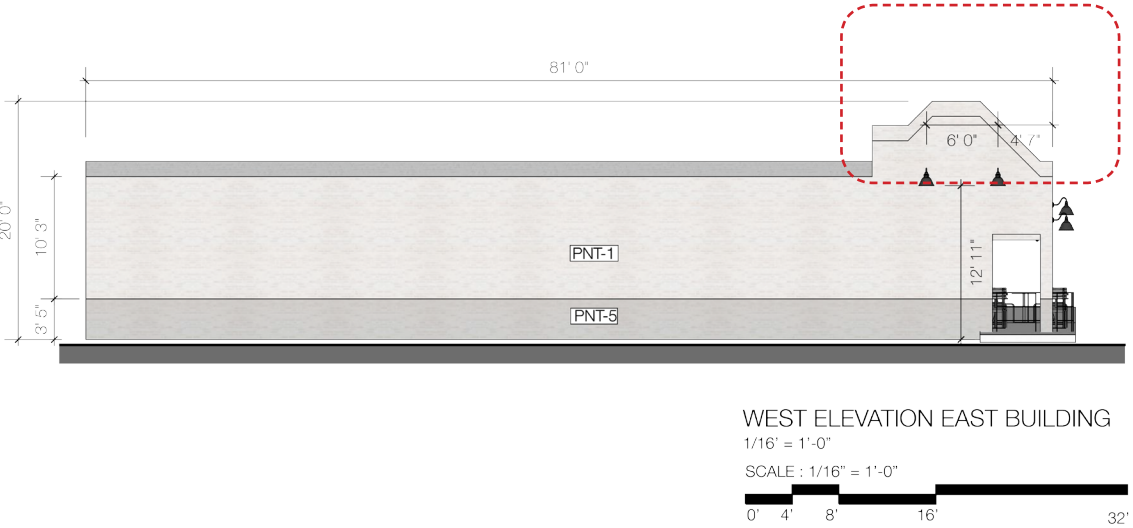
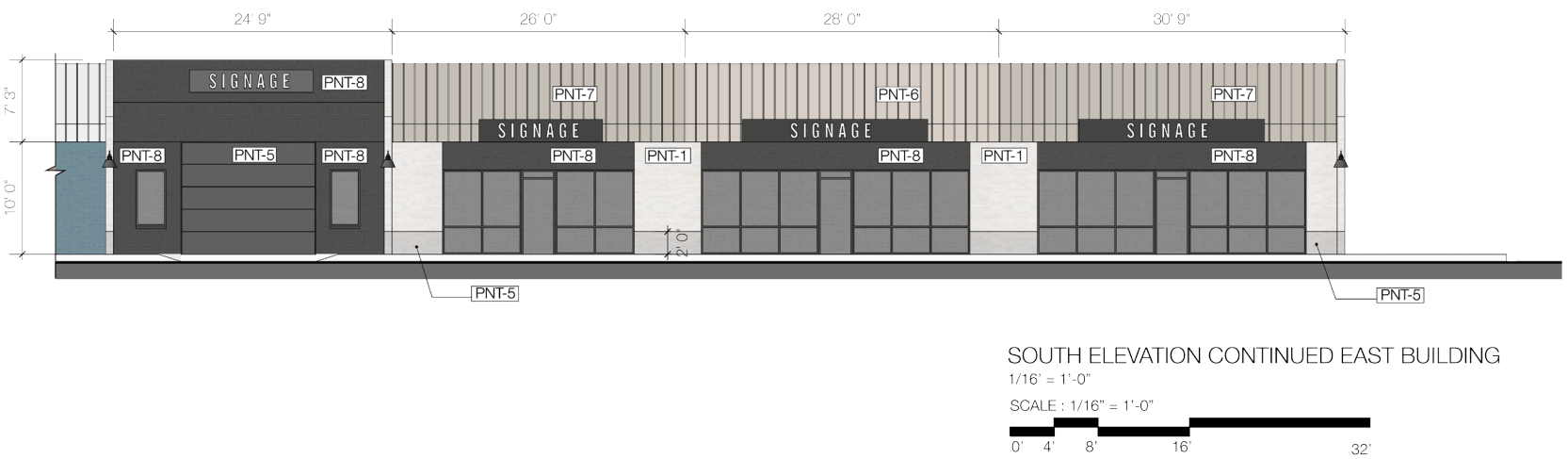
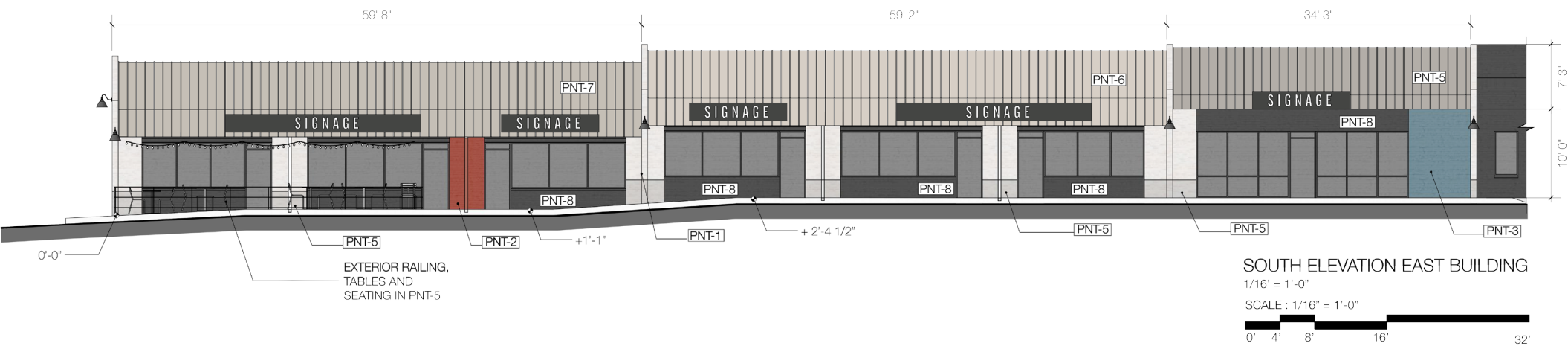
THE EXISTING LIGHT BOXES WILL BE RELOCATED TO THE FRONT OF BUILDING AND INSTALL ON FASCIA FOR BETTER VISIBILITY

PAINT ALL EXISTING LIGHT BOXES TO DARK GRAY, PNT-8, SW7069 IRON ORE

NEW TENANT SIGN WILL MATCH THE COLOR OF THE LIGHT BOX, PNT-8, SW7069 IRON ORE



PROPOSED UNIFIED TENANT SIGN: EAST BUILDING



DESCRIPTIONS:

SAME AS WEST BUILDING

NOTE:

EAST WALL ON EAST BUILDING TO BE PAINTED AS OPTION B BELOW

FOR OTHER WALL NOT SHOWN: OWNER TO DECIDE BETWEEN 2 OPTIONS

OPTION A: PAINT ALL WALLS PNT-5

OPTION B: PAINT PNT-5 AT 2'-0" & BELOW TYP.; PNT-1 AT 2'-0" & ABOVE

FOR OPTION B, THE PAINT TRANSITION MAY NEED TO MATCH ADJACENT WALL SHOWN ON ELEVATION DUE TO SLOPING GRADE CHANGES.

CONTRACTOR TO CHECK WITH ARCHITECT BEFORE PAINTING

LEGEND

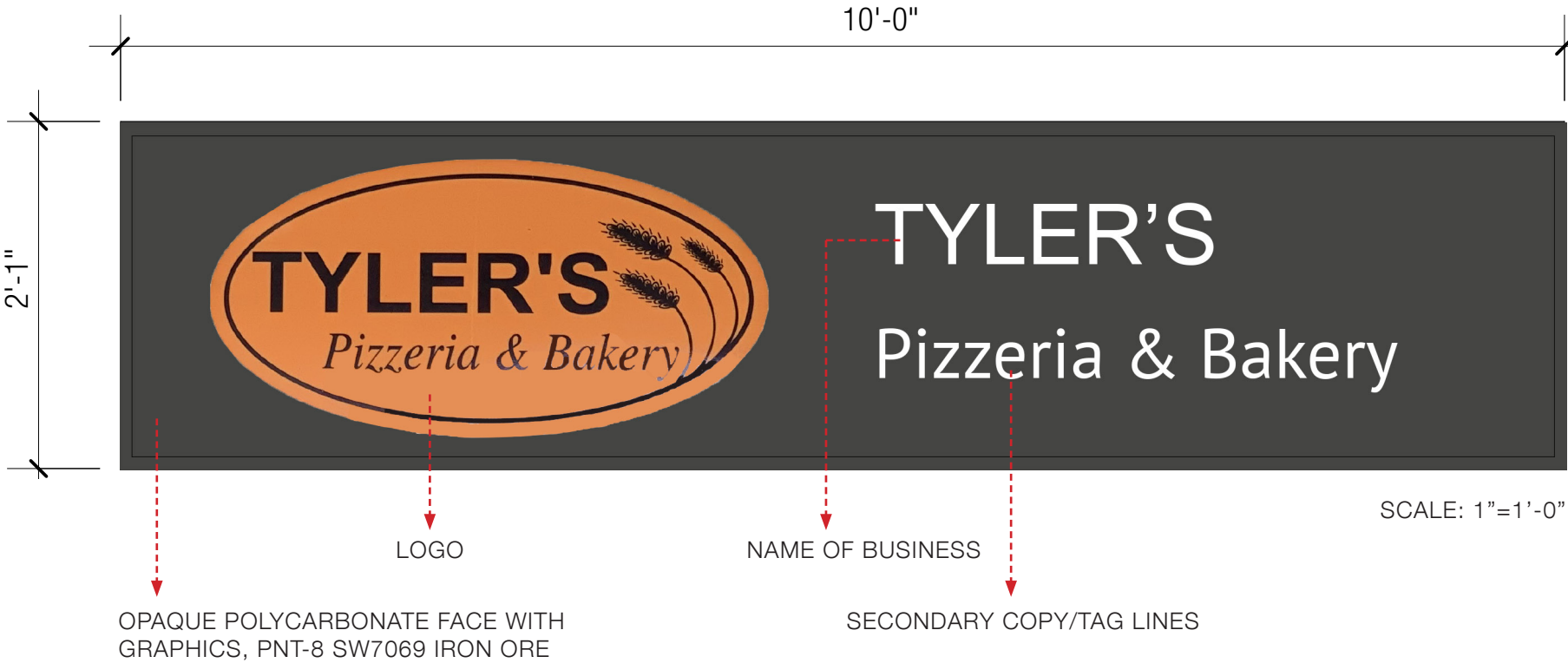
PNT-1	SW 7009	PEARLY WHITE	ON BRICK
PNT-2	SW 6342	SPICY HUE	ON BRICK
PNT-3	SW 6116	REFUGE	ON BRICK
PNT-4	SW 6116	TATMI TAN	ON METAL PANEL
PNT-5	SW 7643	PUSSYWILLOW	ON BRICK, METAL PANEL
PNT-6	SW 7632	MODERN GRAY	ON BRICK, METAL PANEL
PNT-7	SW 7641	COLONNADE GRAY	ON BRICK, METAL PANEL
PNT-8	SW 7069	IRON ORE	ON BRICK, MATAL PANEL

PROPOSED TENANT SIGN STANDARDS

EXISTING

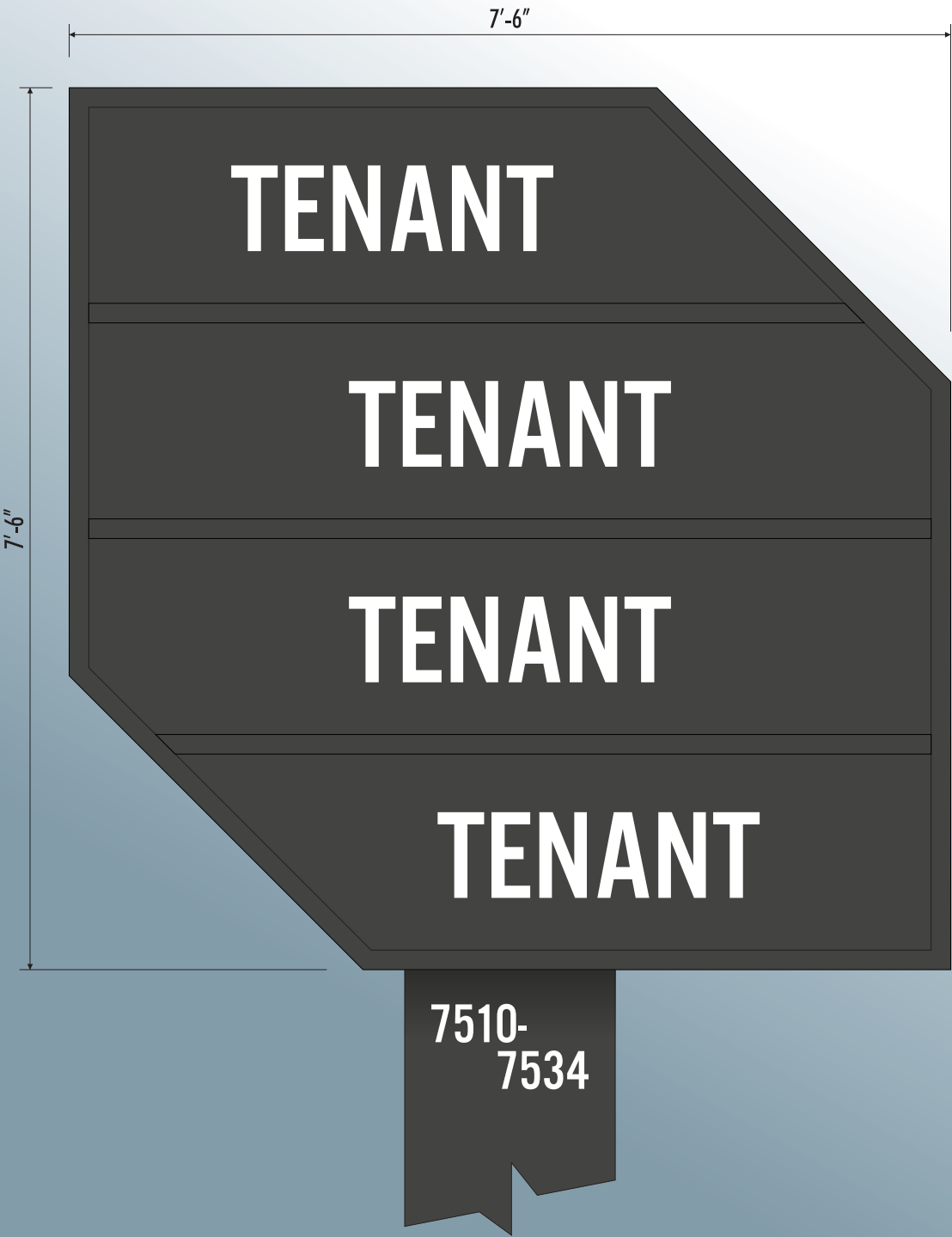


NEW TENANT GRAPHIC STANDARD





WEST BUILDING DETAIL MONTAGE



#S1-35805-R2: REPLACEMENT FACES FOR D/F ILLUMINATED PYLON SIGN 3/4" = 1'-0"

- REPAINT CABINET SW 7069 IRON ORE.
- FACES: FLAT WHITE POLYCARBONATE.
- GRAPHICS: CUT OPAQUE VINYL TO MATCH SW 7069 IRON ORE.
- LED RETROFIT.
- NEW POLE COVER PAINTED SW 7069 IRON ORE.
- ADDRESS: CUT WHITE VINYL.



PROPOSED CONCEPTUAL: SCALE: 3/8" = 1'-0"



Proudly Serving Central Ohio Since 1954
1640 Harmon Ave Columbus, Ohio, 43223
(614) 444-3333 (FAX) 444-3026
www.danitesign.com

UL LISTED via STANDARD UL48
FILE NO:E60042 DaNITE SIGN CO.

For electrical illuminated signs. For non-illuminated signs, UL does not apply.



EXISTING SIGN

COLORS

- ☐ WHITE
- ☒ SW 7069 IRON ORE

APPROVED-CUSTOMER DATE



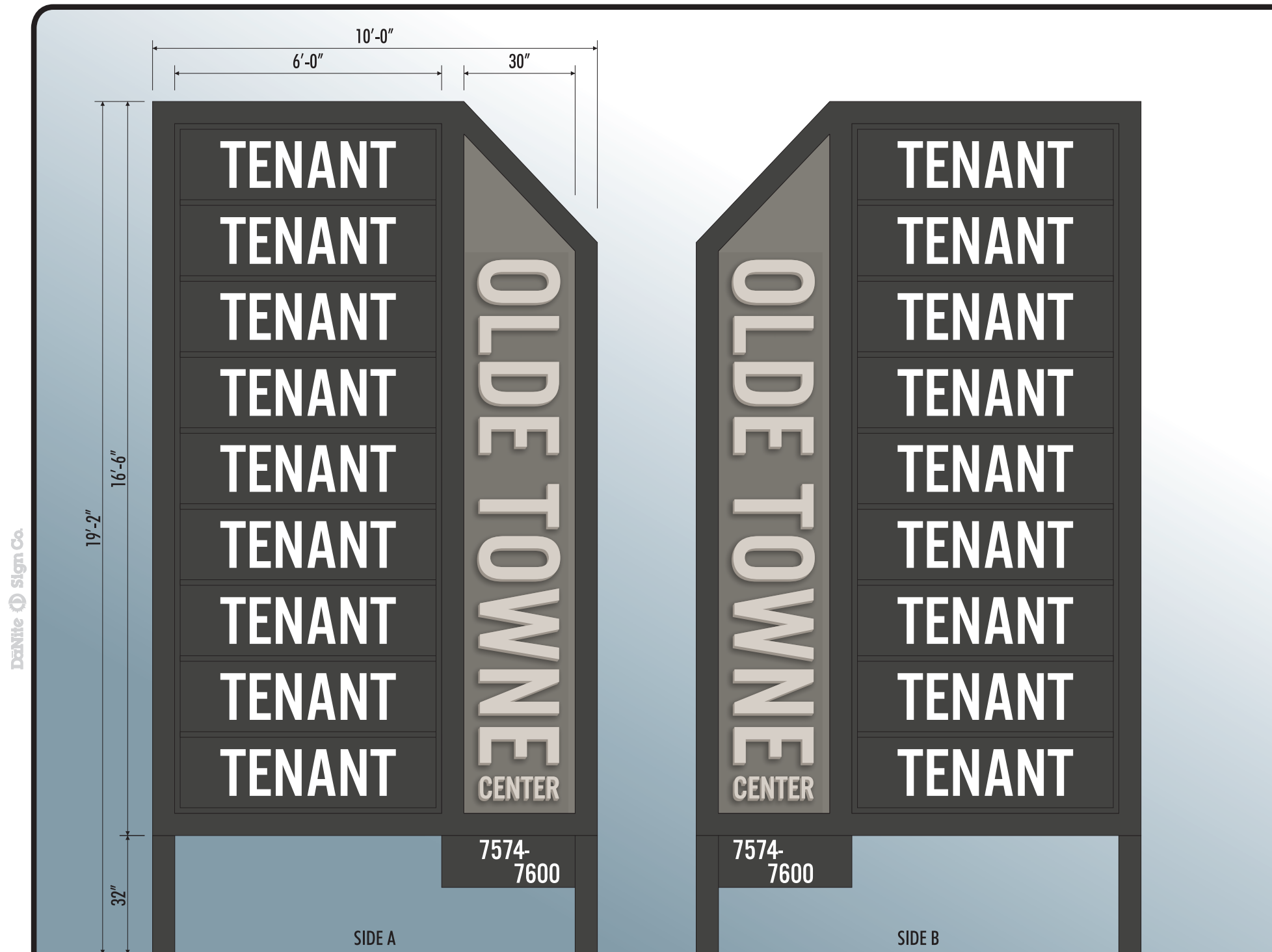
JOB NAME OLDE TOWNE #S1-35805-R2
STREET 7510-7600 E. MAIN STREET
CITY, STATE REYNOLDSBURG, OH
SIGN TYPE REPLACEMENT FACES

DATE 7/17/19 REV. DATE: 8/27/19
FILE NAME OLDE TOWNE.CDR
DIRECTORY ANYA > 2019 > 0

SCALE AS NOTED SALE SC DESIGNER AG

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#S2-35805-R4: REPAINT AND REPLACEMENT FACES FOR D/F ILLUMINATED PYLON SIGN

$$\underline{3/8'' = 1'-0''}$$

- REPAINT CABINET SW 7069 IRON ORE.
- FACES: FLAT WHITE POLYCARBONATE.
- GRAPHICS: CUT OR DIGITALLY PRINTED VINYL.
- LED RETROFIT.
- "OLDE TOWNE" PANEL: .090 ALUMINUM PAINTED SW 7067 CITYSCAPE.
- "OLDE TOWNE" GRAPHICS: ROUTED 1/2" PVC PAINTED SW 7643 PUSSYWILLOW.
- REPAINT CABINET FRAME SW 7069 IRON ORE.



Proudly Serving Central Ohio Since 1954

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UL LISTED via STANDARD UL48
FILE NO:E60042 DaNITE SIGN CO.

For electrical illuminated signs. For non-illuminated signs, UL does not apply.



COLORS

☐ WHITE ☐ SW 7643 PUSSYWILLOW
☐ SW 7069 IRON ORE ☐ SW 7067 CITYSCAPE

APPROVED-CUSTOMER _____ DATE _____



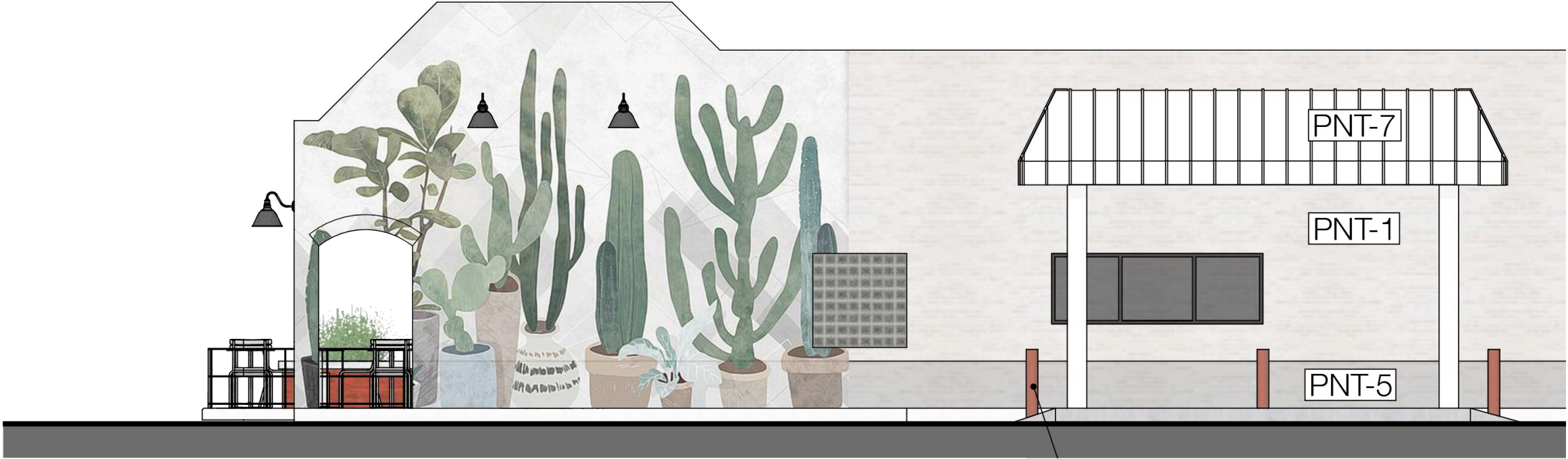
JOB NAME	OLDE TOWNE	#S2-35805-R3
STREET	7510-7600 E. MAIN STREET	
CITY, STATE	REYNOLDSBURG, OH	
SIGN TYPE	REPLACEMENT FACES	

DATE	7/17/19	REV. DATE: 8/27/19
FILE NAME	OLDE TOWNE.CDR	
DIRECTORY	ANYA > 2019 > 0	

SCALE AS NOTED SALE SC DESIGNER AG

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PROPOSED MURAL TO BE PAINTED ON PART OF THE EAST WALL OF THE WEST BUILDING



MODERN FARMHOUSE AESTHETICS



LANDSCAPE ELEMENTS AT THE ENTRANCE OF THE SHOPPING CENTER



MINUTES

PLANNING COMMISSION THURSDAY, SEPTEMBER 5, 2019 6:00 PM

PLACE: COUNCIL CHAMBERS
7232 EAST MAIN STREET, REYNOLDSBURG, OH 43068

A. CALL TO ORDER

PRESENT: Cullinan, Zollars, Hicks, Furst
ABSENT: Bizjak

2. APPROVAL OF MINUTES

1. Planning Commission – Regular Meeting – August 1, 2019

Minutes Stand Approved

3. APPROVAL OF AGENDA

Agenda Stands Approved

4. SWEARING IN OF SPEAKERS

Speakers Sworn in by Mr. Zollars

B. PUBLIC COMMENT

None

C. UNFINISHED BUSINESS

None

D. NEW BUSINESS

1. 6309 E Main Street; Application #2019-5333; Applicant Custom Sign Center, Inc.; Certificate of Appropriateness - Signage

Mr. Zollars Let's go to new business. Number one whenever you're ready please.

Ms. Wheeler Thank you Mr. Chairman. First case this evening is for the New Tire choice at 6309 East Main Street. The applicant is requesting Planning Commission approval to put up a channel letter wall sign on the front facade of the building and of course requires a certificate of appropriateness as it is over at the 32 square feet. Any questions I'm happy to answer them for you.

Mr. Zollars Commissioner? Anything?

Mr. Hicks Mr. Chairman I'd like to make a motion.

Mr. Zollars Okay.

Mr. Hicks Mr. Hicks here, I'd like to move that we approve the application is submitted as.

Mr. Furst I'll Second.

Mr. Zollars We have first and a second. Will you call the roll please?

Ms. Wheeler Mr. Cullinan. Yes. Mr. Furst. Yes. Mr. Hicks. Yes. Mr. Zollars. Yes.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Cullinan, Zollars, Hicks, Furst
ABSENT:	Bizjak

2. 7510-7550 E Main Street; Application #2019-5336; Applicant Tim Lai Architect; Certificate of Appropriateness - Comprehensive Sign Plan (Olde Town Center)

Ms. Wheeler For the second case this evening is for the Olde Town Center. 7510-7550 East Main Street. The applicant is requesting Planning Commission approval for a comprehensive sign plan. The scope of work involves creating tenant sign standards. That's what's up on your screen currently. Re facing the existing wall and pylons signs and then as well as addition of a mural on the east side of the building. The proposed design for that I will pull up as well. With that I believe the applicant is here this evening. If like to speak more to the proposed signed modifications.

Mr. Zollars Is the applicant here? If you would come forward please state your name and address for the record. Both of you.

Mr. James Kevin James, Black Gate Partners 199 South High Street owner of the building.

Mr. Clark Sean Clark with DaNite sign company 640 Harmon Avenue.

Mr. Zollars Thank you. OK. Open up to the commissioners with any questions or comments up here first?

Mr. Furst Sir could you speak a little bit more to the proposed standard for the tenant signs over each of their units. You show one here for Tyler's pizza but I'd just like a better understanding of what they're going to look like, In general. It's hard to mentally picture a standard with just one example.

Mr. Clark Right. Yeah I understand that. So the general concept is like if, you don't know I think there was one that showed Tyler's current sign. Yeah. So currently we have a lot of writing on all the signs. A lot of different colors and white backgrounds and they're hard to read. Not very visible. So we're going to work to get the tenants to go to just a few colors with a darker background. I think its opaque and like a gray color which will match the cabinets and internally lit. We'll convert them to LED and

so you'll just have the light kind of shining through on the names. But not have phone number, Everything you sell, all that on there. So really trying to like clean up the look, you've got a lot of different signs out there today.

Mr. Furst Yeah I appreciate that. Other than where the tenants have logos and things of a more graphical nature you're going to be stipulating the font face or anything that? I understand is going to be white.

Mr. Clark Yes. Yes it will be and we'll give you know a minimum choice of colors you know on it so you can't you can't have something with say greater than like five colors on the sign. So yes we will be doing that as well and the same thing on the pylon.

Mr. Zollars I've got a question on the gray. Is that the building's standard and everything will be matching that.

Mr. Clark Yes.

Mr. Zollars OK.

Mr. Hicks I got a question for staff. As individual sign cabinets are filled over time. Is that something that is submitted on a staff level approval? I think your workplace especially the monument sign for you.

Mr. Bowsher I think what they're trying to do is say hey this is one example this is the first one that's going to get changed. We'd like this to be approved as sort of the standard and then as they want to change the new businesses as they move along, we would just administratively approve, so long as they meet the standards of what is approved tonight.

Mr. Hicks They've got to look like what the idea they're trying to.

Mr. Bowsher Right. Exactly. One question I do have and just taking a look at this it looks like Tyler's pizza, because right now it's technically over the window, you're putting it up on.

Mr. Clark Yeah.

Mr. Bowsher OK. So it match basically the East building as well?

Mr. Clark Correct.

Mr. Bowsher OK. How does some of the more corporate businesses like the Donatos, how do they fit into some of that. They pretty much have color standards and they have to have that's, how is that going to fit within the scheme?

Mr. Clark So. Fortunately like this won't be something we can push on everybody like do it right now because you know when we purchase the center we have leases in place and you know some of the tenants like Donatos, which actually does have the nicest sign there and have already invested in that and it's in their lease. You know that we can't we can't just change like that. Right. So our next step is to really work with all the tenants and we think we can impact enough and we're paying for the sign, for the cost. That we can get the majority and then some will be new tenants. Right. So we you know we have 25 percent of the spaces are vacant so we will control all of those. So when we're establishing this. So know hopefully Donatos never leaves, but if that were to happen and we will approach them and say hey look what we're doing but there's a chance they may say, we don't care.

Mr. Bowsher Can I ask this? Like taking a look at this sign and the other sign. What makes this so appealing is that there's three colors. What you don't want, or what I at least don't want is for you get a Tyler's pizza, as much as I love Tyler's pizza, You put their logo then you get it Donatos logo and then it changes because then you've got 30 colors and it all looks different. Then you've really done nothing differently outside of change from the gold look color or beige color that you have to black color. That's the exact same sign. Is there a way or maybe this is what you're proposing is where you see tenant as channel lettering, putting and just spelling out each of their names and not putting their logo on that sign.

Ms. Ho My name is Eliza Ho. I'm the designer and working for Black Gate Partners for this project. Thank you for having me here. I apologize I was little late. So I want to answer Andrew's question for national brand. Let me go back to the tenants sign first because you ask a very good question about some bigger brands you know national brand or regional brand. How do we incorporate their brand and then still look to uniformity that we are looking for? So over the weekend actually I came across a very good example which I think is relevant to what we are trying to achieve through the signage program here. It is the shopping center in Upper Arlington. This is called Tremont Center. So what I see in the picture here and what you also can see is we have Huntington Bank, you have First Merchant Bank these are bigger brand. So you can see that how they treat the Huntington Bank, the base color is grey, which is their brand color and then they have the neon green to it. So the idea is really to let this national brand to still preserve the dominant color. So in the Donatos case in our shopping center we probably will need to preserve either the gray or the red but then you can also see how they do the Old Bag of nail, which is also a bigger brand in here. What they do is actually to take out all the other colors but preserve the outline of the logo and have the logo on the left hand side and then spell out the business name on the right. So I think it is a very effective way to allow these individual business to have the logo on one side and now on the other side what we only allow is the business theme and there is a secondary line to spell out what exactly it is. So for example you know you have you know Tyler. Tyler is the name, but then what they do is Pizzeria and Bakery. So the second would be on this on the next line. So this is basically the principle that we are having for the tenants.

Mr. Zollars Let me a question then. So back to my question, you as the owner would be enforcing? That's a great background this the sign you get a corporate into. Do whatever you need to but it's going to remain grey and it will at street level as well? Correct?

Mr. James Yes.

Mr. Zollars Okay.

Mr. Hicks I just wanted to make one other point. I remember a few years back when a few of us were on Design Review Board and we were struggling with a remodel of a building and you know working in with existing signage we had like some awning signs and things that are sort of unique that have happened throughout the years. I just want to point out that one of the biggest visual differences I think when you see a class A retail center versus a Class B or some others is the signage. Signage is really important in retail and the channel letter signs would really be at a place that we would really like to see all these. I don't think we have anything in our code that requires any type of if you remodel your sign it's bring it up to a different standard. I'm not saying there's any way that we could force you to do that here. I wish it would be considered. I know that those channel letter signs are significantly more expensive than these box signs with the plastic panels on the front. I think they also have a pretty significant impact visual impact on them as well. More of a statement than anything else. I really wish, this is the time for something like that to happen where you guys are doing this the right way and that you're approaching the whole center holistically you have a whole vision of how the whole center is supposed to go, and that's fantastic. I wish that there would be potential for channel letters or individual letter signs on this building. I think it would really make a heck of a difference. I guess in general I'm OK with the direction that they're going with this because it's you know feasible and realistic for what you got at the center.

Mr. James This is just too sort of address what you're saying. That was considered because all of these box signs are existing. So there's a cost element to that. So that's why we went with the opaque background with the White to give it that, from a distance you can't tell if it's pushed through sometimes. So it kind of gives it that effect and it's you know it's a classier box sign. I guess is the best way to put it. So that kind of stuff was considered.

Mr. Hicks Yeah. I think you're maximizing what it is. That's good. We don't have any section or code to make that change, but do something that in the future we might want to consider for some of these older centers. I think it would really make a huge impact even though it is a cost. The only other thing we were done talking about the sign, do we want to talk about the mural?

Mr. Furst I do actually have an additional comment. So given that we are setting standards here, we obviously don't want to drag the project out any longer but would you be opposed to coming back next month and showing us some additional kind of

hypotheticals for what some of the other tenants might look like? I also would maybe want to see the number of colors you're going to limit the signs to. If we're going to have a standard I'd like it to be you know no more than four colors or something along those lines.

Mr. Bowsher Let me piggyback on that before you go off and I think maybe this would help as I'm taking a look at New Albany and taking a look at what you're proposing for Tyler's pizza. It's basically three colors. You've got the slate or the cliff gray black background and you have the white lettering which I get what you're talking about it's going to push it out just a little bit. So it may be perceived to be channel watering if you're looking straight on and then you have sort of their logo and this one is great because it's only two colors or one color and every place on the New Albany one and you can see on your screen it's only one pop of color and some of them aren't at all. You got Huntington Bank which you have one section of green. You have the clothing care which is red. And the first merchant is like a gold color. I could see like a Donatos is having their little logo that they have currently with a black background with white channel lettering if that's what they wanted to go with which is very similar to what they have, except they have a red background I think to keep standard if you were to agree to say three colors Max and those three colors being the slate background on every single one of them as go to change the white lettering and then a one color logo I think that would match. That allows you to get around sort of the corporate entities and what they want as well as it keeps basically that similar style. And the only difference would be that one additional color. But if you're keeping it at three I think we're pleased by that. Yeah.

Mr. James You know what I was going to add to that is the concept that I brought to the table because I came in recently as the signage expert so say and a lot of the communities that we deal with it is the colors are determined on the logo as the logo is a color. So let's say you have a maximum of four colors in your logo. You think about it like the NBC peacock to say hey make this black and white and you recognize it by its color. So I think if you go back to Tyler's really quickly. To address your concerns about what each one is going to look, this is the basic design we're going to say hey your logos on the left and you are doing your DPA on the right. Does business as on the right and that's where we want to keep it. Which is you know there's a lot of. I mean like Castillo's and people that say hey you can only have your DPA so we don't get them. What does it leaves market down there. Or I forget which. Yeah that has 400 different things on it. You can't possibly read any of it ever. So that that was kind of what we were considering as that. That's your one color. Just so they can preserve their brand. I don't know and I don't know about every brand. Some brands do have it. I have a black and a white logo that I can use. Hopefully everybody would be OK with that.

Mr. Zollars Would you be alright with the gray background, white letters, and logo, regardless of number of colors logo only? This is the property standard?

Unknown Inaudible

Mr. Zollars Right. Right. Yeah. White letters and then logo color. With the logo counting as the color.

Mr. James And then limiting what? Like are you okay with Tyler's pizza and then what they do under it? Or are you saying...

Mr. Zollars As long as it's like a color gray and white.

Mr. James Okay. Yeah. I mean we...Just to be completely transparent there's like a For the owner it's a double edged sword because like, OK one of the best developments like nationwide is Easton right? People spend hundreds of thousands of dollars on their signs out there all right. And they're each unique. And we're not that, but I mean the thing I would hate is you pick like the coolest concept that you would want and Reynoldsburg. Like I did these with Anthropologie down in short north. And they told the developer you have 100 percent control on the way our whole store front end signage looks and you can't tell us anything. Or we won't come here. So we're trying to like, we want this right, and we want everybody to adhere to it. But we also want really cool concepts. So we you know we try and like make it in between so what we had come up with was like five colors. Even though in our lease we'd probably put three to restrict them. Then if they pushed back.

Mr. Hicks One other comment would be. Well first of all it's a great story about like BMW financial out in Dublin. Dublin was full Dublin on them. I think they had. Well whatever the color no color restriction was within their logo but very motor groups got one more than they were allowed to and they walked away from doing their office in Dublin and they're right down the street in Hilliard. Millions of dollar's worth of income tax. So I just want to get too caught up. But my point would be that we could dictate some rules when a condition here tonight and then if there is an individual that that doesn't meet that requirement. I believe that they would have the ability to still get a certificate of appropriateness through planning commission. It just might take a little longer than it would if it was just that a staff approval level. So I think we'd have that ability to take care of that.

Mr. Zollars Well then it sounds like we can close to a motion one way or the other so if someone would be willing to make one we can take a vote.

Mr. Furst Mr. Hicks did you have a comment about the mural?

Mr. Hicks I do have a comment about the mural. I love the idea of a mural. I think there's multiple murals around town that are fairly iconic. The Cotner Funeral Home and one on the high school, which some people didn't like, but I like this better than the eclipse mural. I think it would be fantastic if it was in Arizona or something. But I think being in the historic district would just love to see something that tied in the local historic the local history here and Reynoldsburg. So something having to do for example national road, tomatoes you pick it. I mean. Lots of awesome things here.

So if we could find something that had up just a little bit more of a local flavor to it rather than sort of a southwest flavor.

Mr. Zollars Maybe we entertain a motion for the signage and the table the mural? Would you be willing to...?

Ms. Ho Is there any opportunity I can explain the concept behind it. So I understand that you know in the in the community of Reynoldsburg people are very proud of the outdoor we have the blacklick Metro Park and people enjoy the outside. So what this mall is trying to achieve is really to create that home domestic feeling. So that's why we have these kind of like a house plant in this scenery. And the reason that we pick you know something like a fikas or cactus or even succulent. These are the most popular house plans across the country. And the reason for that is really to try to bring the warmth to something in Ohio of course in the winter is cold. It's really to communicate the idea of warm and domesticity. I completely agree with you that we should consider maybe integrating some of the symbols and this something that the community can relate to something like you know the tomatoes and we've thought about that. So we were thinking that the plants, the pots there are a lot of decoration that we can do on the pots. So for example maybe we can create some tomato patterns on the pots and even make it a little bit more whimsical to attract kids or take a photograph in front of it for Instagram. We can add a little mini to toys along here. So I think the reason that we pick the tall plant in here is really to accentuate the height of the building is really to capture people's attention.

Mr. Hicks Yeah I guess I very much appreciate the design intent and understand plants or the house plant kind of feeling. I just not seeing this. I'm just not into the cactus. I feel like we're going to get phone calls and emails.

Mr. Zollars Why don't we do split motion?

Mr. Hicks Can we do that? I mean we'd would love to work with you on having a mural there and absolutely understand your design intent, but I'd like to go ahead and make a motion, try to here. I'd like to move that we approve these submittal under the following conditions the first being that the box panel signs shall have black or dark gray back based color as shown with white lettering and individual logos for the individual businesses as shown in the Tyler's pizza example and that the mural be tabled and be brought back to our next meeting for a review.

Mr. Zollars First on that anyone care to put a second on that?

Mr. Cullinan I'll second.

Mr. Zollars Okay. Well first and second. Any other questions or discussion? If not can you call the roll please?

Mr. Bowsher I do want to just. We are agreeing for the landscape elements as well

correct?

Mr. Hicks Yes.

Ms. Wheeler Mr. Cullinan. Yes Mr. Furst yes. Mr. Hicks. Yes. And Mr. Zollars. Yes.

RESULT:	TABLED [UNANIMOUS]	Next: 10/3/2019 6:00 PM
AYES:	Cullinan, Zollars, Hicks, Furst	
ABSENT:	Bizjak	

3. 2686 Taylor Road; Application #2019-5335; Oak View Capital Partners; Minor Site Plan - Indoor Storage Facility and Retail Development

Mr. Zollars Item number three. Whenever you're ready we'll go into that one.

Ms. Wheeler Thank you Mr. Chairman. The last case this evening is for the property located at 2686 Taylor road. This is the former Babies R Us, is currently vacant and the applicant is requesting Planning Commission approval of a minor site plan. This would be for the conversion of the existing retail center to an indoor controlled climate storage facility with a twenty thousand square foot addition onto that. The project will also include a new freestanding 11,000 square foot retail building. The applicant has also provided renderings of the proposed project as well as a detailed site plan and I believe they're here this evening as well. To answer any questions.

Mr. Zollars Excuse me stay your name and address for the record if you would please.

Mr. Taggart Beau Taggart at 325 John McConnell Boulevard.

Mr. Zollars OK very good. We'll start up here with questions or comments. Initially?

Mr. Hicks Just a clarification. When the minors site plan at this point includes the, we would be approving the building facades as well as the change in the site plan both? Ok, just to be sure. I guess I just would like make a statement guess it looks fantastic. It's an opportunity for us to fill 75000 square feet of vacant retail space. Anybody that's seeing the future of what retail is or where it's going Amazon has completely changed it and Reynoldsburg got way too much of it. I think this is a fantastic opportunity to reuse an existing building. Even though you are adding more retail space to this, I'm assuming we're good on parking and all things like that on this. It's the type of retail that is a little bit more future proof because it's smaller and a little bit more visible and easier to see. And then I assume that signage and everything else would be coming in a separate plan down the road?

Mr. Zollars Mr. Hicks I had a question for staff on that. We had big Sandy had to come to us because of the frontage with multiple sides. What would help the applicant with when it comes to signage going into his thoughts. Remember Big Sandy had...

Mr. Bowsher Right. I guess we didn't see the, are you trying to put signage on the 70 sign as well?

Mr. Taggart I think so.

Mr. Bowsher Okay so I think moving forward because of the frontage will count that as a separate frontage and then the front will count as its own frontage. The tenant space we don't have to worry about that. That would have its own. From one I'm taking a look at right now based on their large sign. They still have 80 feet back. So under the current zoning code they're allowed for every linear foot of that building, so he's adding onto it. He would be allotted two square feet and he could split that between the two sides. It looks like one's a little smaller than the other one we're talking about a larger sign. I'm hoping that you keep it to the channel lettering as you're showing right there and not messing with a huge logo or anything like that because that looks very sleek and modern and that's very attractive.

Mr. Zollars I agree.

Mr. Furst Yeah. I'd like to speak in agreeance with that too I think this is probably the most attractive storage unit I've ever seen. So well done.

Mr. Zollars Yeah. Any other comments or questions or statements up here?

Mr. Furst Mr. Chairman I'd like to approve this proposal as written.

Mr. Zollars I think we have a first anyone care to second?

Mr. Taggart Can I make one comment before I just want to clarify that right now we're just trying to get approval of the storage site not the retail next door because we're still we need to do. That's going to be down the road.

Mr. Furst Understood.

Mr. Zollars Okay. Thanks.

Mr. Bowsher Well we can we can approve both now so you don't have to come back.

Mr. Hicks I think. Yeah. What you're looking at. Yeah. This would approve that retail at least the footprint of that retail and your parking and things like that tonight. I don't see any elevations that building I guess.

Mr. Taggart Because I'm just an agent of the developer. I really can't make that call. And they've told me that we're just doing the storage right now so I'll be here again.

Mr. Zollars Okay. Mr. Furst want to make a motion please?

Mr. Furst Yes. Mr. Chairman I'd like to change my proposal here. I move that we approved just the storage unit here this evening.

Mr. Zollars Very good. Okay. We have a first on that motion a second on that motion?

Mr. Hicks I'd like to second.

Mr. Zollars Okay. Fantastic. First and a second. If you call roll on that one please.

Ms. Wheeler Mr. Cullinan. Yes Mr. Furst. Yes Mr. Hicks. Yes. And Mr. Zollars. Yes.

RESULT:	APPROVED [UNANIMOUS]
AYES:	Cullinan, Zollars, Hicks, Furst
ABSENT:	Bizjak

E. OTHER BUSINESS

F. ADJOURNMENT

Chairman

Planning and Zoning Administrator

From: [Phoenix Buathier](#)
To: ["Ben Dariano"](#); [Brian Lorenz](#)
Cc: [Ryan Halverson](#); [Eric Meyer](#); [Jess Cabrera](#); [Andy Reimer](#)
Subject: RE: walne0212 RE: 7293 Taylor Rd. - Walmart - Variance Reynoldsburg, OH
Date: Wednesday, January 8, 2025 2:41:00 PM

Ben,

Thank you for the email. Signs 10 through 15 have been withdrawn. I will be sending you a Record of Action either today or tomorrow regarding your approved sign variances.

Sincerely,

Phoenix Buathier
PLANNING AND ZONING ADMINISTRATOR

—
City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6829 | F 614-322-6830

www.reynoldsburg.gov

From: Ben Dariano <Ben.Dariano@WDPartners.com>
Sent: Wednesday, January 8, 2025 2:20 PM
To: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Brian Lorenz <Brian.Lorenz@WDPartners.com>
Cc: Ryan Halverson <Ryan.Halverson@WDPartners.com>; Eric Meyer <emeyer@reynoldsburg.gov>; Jess Cabrera <Jessica.Vogel@WDPartners.com>; Andy Reimer <Andy.Reimer@WDPartners.com>
Subject: RE: walne0212 RE: 7293 Taylor Rd. - Walmart - Variance Reynoldsburg, OH

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

Hi Phoenix,

Currently we're only planning on keeping the approved signs & letting the vision (existing to remain) and leave the side automotive signage as existing to remain. With this I don't think we need to be on the 1/16/25 meeting as we're not going to be pursuing any additional changes.

We'd like to withdraw #10-15 from the hearing on 1/16/25. Please do not hesitate to contact me with any questions or if you need any additional documentation/fees.

-ben

Ben Dariano
Sr. Manager, Planning & Permitting
Mobile 614 401 7572
Direct 614 634 7219
www.wdpartners.com



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From: Phoenix Buathier <pbuathier@reynoldsburg.gov>

Sent: Wednesday, January 8, 2025 10:23 AM

To: Ben Dariano <Ben.Dariano@WDPartners.com>; Brian Lorenz <Brian.Lorenz@WDPartners.com>

Cc: Ryan Halverson <Ryan.Halverson@WDPartners.com>; Eric Meyer <emeyer@reynoldsburg.gov>; Jess Cabrera <Jessica.Vogel@WDPartners.com>; Andy Reimer <Andy.Reimer@WDPartners.com>

Subject: RE: walne0212 RE: 7293 Taylor Rd. - Walmart - Variance Reynoldsburg, OH

This message was sent from outside of WD Partners. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Mr. Dariano & Mr. Lorenz,

You still have a portion of an open application, that was held at the December 5, 2024 meeting, that is intended to go before the Planning and Zoning Board on January 16, 2025.

The following results are from the December 5, 2024 meeting:

Approved Variance Signs:

- 1 – Walmart
- 2 – Grocery
- 3 – Home & Pharmacy
- 4 – Pickup & arrow
- 8 – Auto Care & arrow

Withdrawn by the applicant Signs:

- 5 – Outdoor
- 6 – Vision
- 9 – Auto Care

Held Signs until January 16, 2025 Planning and Zoning Board meeting:

- 10 – 1 Oil Change
- 11 – 2 Oil Change
- 12 – Tire
- 13 – Tire
- 14 – Tire
- 15 – Tire

Sign 7 does not require a variance, due to it being an address.

Signs 10 through 15 are intended to go before the Planning and Zoning Board on January 16, 2025. These signs will have to go before the Planning and Zoning Board to be given a determination, unless you withdraw signs 10 through 15 from a variance consideration. Please know that there is no

repercussions from withdrawing a portion of the application, and the approved signs will still be approved. However if signs 10 through 15 are denied by the Planning and Zoning Board, you will have to wait 1 year to request the same signs.

Please also know that Board Packets will go out this Thursday (1/9/2025), so after today, you will likely have to go before the board, even if you would like to withdraw.

Please let me know how you would like to proceed.

Sincerely,

Phoenix Buathier

PLANNING AND ZONING ADMINISTRATOR

—

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6829 | F 614-322-6830

www.reynoldsburg.gov

From: Ben Dariano <Ben.Dariano@WDPartners.com>

Sent: Wednesday, January 8, 2025 9:54 AM

To: Marie Meeks <mmeeks@reynoldsburg.gov>; Phoenix Buathier <pbuathier@reynoldsburg.gov>; Brian Lorenz <Brian.Lorenz@WDPartners.com>

Cc: Ryan Halverson <Ryan.Halverson@WDPartners.com>; Eric Meyer <emeyer@reynoldsburg.gov>; Jess Cabrera <Jessica.Vogel@WDPartners.com>; Andy Reimer <Andy.Reimer@WDPartners.com>

Subject: RE: walne0212 RE: 7293 Taylor Rd. - Walmart - Variance Reynoldsburg, OH

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

Hi Marie,

We've heard back from Walmart & updated our signage. Please see the attached updated signage. Based on this would we need to seek any other variance or could this be approved as is? Lawn & Garden is to be removed, Vision Center will stay existing, & the auto center signage will all be existing to remain. All other signs would be new per the approval we received before the holidays.

Thanks for your help!

Ben Dariano

Sr. Manager, Planning & Permitting

Mobile 614 401 7572

Direct 614 634 7219

www.wdpartners.com



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From: Marie Meeks <mmeeks@reynoldsburg.gov>
Sent: Monday, December 23, 2024 1:55 PM
To: Ben Dariano <Ben.Dariano@WDPartners.com>; Phoenix Buathier <pbuathier@reynoldsburg.gov>; Brian Lorenz <Brian.Lorenz@WDPartners.com>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>; Jess Cabrera <Jessica.Vogel@WDPartners.com>; Andy Reimer <Andy.Reimer@WDPartners.com>
Subject: RE: walne0212 RE: 7293 Taylor Rd. - Walmart - Variance Reynoldsburg, OH

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Hi Ben,

The submission deadline for the 1/16/2024 Planning and Zoning Board meeting is 12/26/2024. Any new materials or resubmittals are due 12/26/24, otherwise, the same materials that were previously submitted will be used at the 1/16/2024 meeting.

Thank you,

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: Ben Dariano <Ben.Dariano@WDPartners.com>
Sent: Monday, December 23, 2024 1:51 PM
To: Marie Meeks <mmeeks@reynoldsburg.gov>; Phoenix Buathier <pbuathier@reynoldsburg.gov>; Brian Lorenz <Brian.Lorenz@WDPartners.com>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>; Jess Cabrera <Jessica.Vogel@WDPartners.com>; Andy Reimer <Andy.Reimer@WDPartners.com>
Subject: RE: walne0212 RE: 7293 Taylor Rd. - Walmart - Variance Reynoldsburg, OH
Importance: High

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

Marie,

Can you confirm that we need to attend the zoning board meeting this Thursday 12/26?

Thanks!

Ben Dariano

Sr. Manager, Planning & Permitting

Mobile 614 401 7572

Direct 614 634 7219

www.wdpartners.com



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From: Marie Meeks <mmeeks@reynoldsburg.gov>

Sent: Monday, December 23, 2024 12:59 PM

To: Ben Dariano <Ben.Dariano@WDPartners.com>; Phoenix Buathier <pbuathier@reynoldsburg.gov>; Brian Lorenz <Brian.Lorenz@WDPartners.com>

Cc: Eric Meyer <emeyer@reynoldsburg.gov>; Jess Cabrera <Jessica.Vogel@WDPartners.com>; Andy Reimer <Andy.Reimer@WDPartners.com>

Subject: RE: walne0212 RE: 7293 Taylor Rd. - Walmart - Variance Reynoldsburg, OH

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Hi Ben,

Thank you for the update. Please know that this case will go before the 1/16/2025 Planning and Zoning Board meeting, and that the submission deadline for the 1/16/2025 Planning and Zoning Board meeting is Thursday, December 26th.

Please feel free to reach out with any questions.

Happy Holidays!

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: Ben Dariano <Ben.Dariano@WDPartners.com>

Sent: Monday, December 23, 2024 12:54 PM

To: Marie Meeks <mmeeks@reynoldsburg.gov>; Phoenix Buathier <pbuathier@reynoldsburg.gov>; Brian Lorenz <Brian.Lorenz@WDPartners.com>

Cc: Eric Meyer <emeyer@reynoldsburg.gov>; Jess Cabrera <Jessica.Vogel@WDPartners.com>; Andy Reimer <Andy.Reimer@WDPartners.com>

Subject: walne0212 RE: 7293 Taylor Rd. - Walmart - Variance Reynoldsburg, OH

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

Hi Maire & Phoenix,

We've provided the results of the hearing to Walmart & are awaiting direction from them on how they'd like to handle it going forward. Once we know we will get updated elevations to your office to discuss our options.

Thanks,
ben

Ben Dariano

Sr. Manager, Planning & Permitting

Mobile 614 401 7572

Direct 614 634 7219

www.wdpartners.com



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From: Marie Meeks <mmeeks@reynoldsburg.gov>

Sent: Friday, December 20, 2024 12:45 PM

To: Phoenix Buathier <pbuathier@reynoldsburg.gov>; Brian Lorenz <Brian.Lorenz@WDPartners.com>; Ben Dariano <Ben.Dariano@WDPartners.com>

Cc: Eric Meyer <emeyer@reynoldsburg.gov>

Subject: RE: 7293 Taylor Rd. - Walmart - Variance

This message was sent from outside of WD Partners. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Hi Brian and Ben,

As part of the resubmittal, would you please be able to provide information regarding the policy for the Auto Care Center and how the bays are utilized? Please provide information regarding whether or not the customer pulls their car into the bay themselves, or whether they park their car and a Walmart employee drives the car in for them. Please also confirm whether or not the employees help to direct customers to the correct location, or if the service is self-directed by the customers.

Thank you!

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: Phoenix Buathier <pbuathier@reynoldsburg.gov>
Sent: Thursday, December 19, 2024 1:32 PM
To: brian.lorenz@wdpartners.com; Ben Dariano <Ben.Dariano@WDPartners.com>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>
Subject: RE: 7293 Taylor Rd. - Walmart - Variance

Mr. Lorenz,

Just wanted to send a follow up email letting you know the deadline for the January 16, 2025 is a week from today, December 26, 2024. Please know that the City will be closed December 24th and December 25th next week. Please know the physical and electronic copies required for the packet for your resubmittal will need to be in by December 26, 2024.

If you have any questions regarding your resubmittal, please feel free to email or call.

Sincerely,

Phoenix Buathier
PLANNING AND ZONING ADMINISTRATOR

—

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6829 | **F** 614-322-6830

www.reynoldsburg.gov

From: Phoenix Buathier
Sent: Monday, December 9, 2024 10:25 AM
To: 'brian.lorenz@wdpartners.com' <brian.lorenz@wdpartners.com>; 'Ben Dariano' <Ben.Dariano@WDPartners.com>
Cc: Eric Meyer <emeyer@reynoldsburg.gov>; Marie Meeks <mmeeks@reynoldsburg.gov>
Subject: 7293 Taylor Rd. - Walmart - Variance

Mr. Lorenz,

I wanted to reach out to you regarding your Variance Applications that were held by the Planning and Zoning Board at the 12/5/2024 meeting. I wanted to let you know that the deadline for the January 16, 2025 meeting is December 26, 2024. This would mean all physical and electronic copies required for the packet for your resubmittal would be needed by this day. Specifically signs 10, 11,

12, 13, 14 & 15.

Please know that my last day in the office until the New Year is December 23, 2024. If you have any questions regarding your resubmittal, please feel free to email or call.

Sincerely,

Phoenix Buathier

PLANNING AND ZONING ADMINISTRATOR

—

City of Reynoldsburg
7232 East Main Street | Reynoldsburg, OH 43068
T 614-322-6829 | F 614-322-6830

www.reynoldsburg.gov

ZONING CODE WORKSHOPS – Tentative Schedule

1. January 16th – Introduce Zoning Code Workshop Tentative Schedule
2. Early February – 1st week
 - a. 1ST Meeting – Present topics – get input from Board
3. Mid May – Week of 19th
 - a. Go over proposed changes
4. Early June – Week of 2nd
 - a. Go over proposed changes after digestion, answer questions from previous meeting
5. Mid August – Week of 14th
 - a. Go over proposed changes
6. End of August – Week of 28th
 - a. Go over proposed changes after digestion, answer questions from previous meeting
7. September 15th
 - a. Final InDesign Copy with edits completed – clean copy submitted to City Council
8. City Council Meeting
 - a. September 22nd – 1st Reading and Public Hearing (15-day wait period before going to PZB)
9. Planning Zoning Board Meeting
 - a. October 16
10. Planning Zoning Board Meeting if need
 - a. November 6th
11. City Council Meeting
 - a. November 24th – 2nd Reading
12. City Council Meeting
 - a. December 8th – 3rd Reading
13. Passes January 8, 2026 and becomes official if not an emergency