CITY OF POWELL

PLANNING AND ZONING COMMISSION (P&Z) AMENDING AN APPROVED FINAL DEVELOPMENT PLAN APPLICATION



ALL ITEMS ON THIS APPLICATION MUST BE COMPLETED.	Application Fee: \$550.00
Applicant: BBCO Design LLC	
Address/City/State/Zip: 2029 Riverside Drive, Ste 202, Columbus, OH 43221	
Email Address: bhakti@bbcodesign.com	
Phone No: 614.443.2624 Cell Phone No: 614.795.2549 Fax No:	n/a
Property Owner: SMB International, Inc.	
Address/City/State/Zip: 1401 Kinnards Place, Columbus, OH 43235	
Email Address: bipender.jindal@gmail.com	
Phone No: 614.505.0225 Cell Phone No: 614.595.4082 Fax No:	n/a
Architect/Designer for Applicant: BBCO Design LLC	
Address/City/State/Zip: 2029 Riverside Drive, Ste 202, Columbus, OH 43221	
Email Address: bhakti@bbcodesign.com	
Phone No: 614.443.2624 Cell Phone No: 614.795.2549 Fax No:	n/a
Property Address: None at current time. Property is located at Sawmill Parkway and	d Home Road
Lot Number/Subdivision: 31924001031012 / Golf Village Existing Use: Planned Commercial Proposed L	
Reason for Administrative Review (attach necessary documents): Amendment to prope	erty within Golf Village.

Checklist:

- Legal description of the property
- Vicinity Map
- Written Text explaining nature of amendment being requested.
- Amended Final Development Plan drawing(s) (site plan, elevation drawings, etc.) needed to show proposed amendment.
- Provide any other information that may useful to the Planning and Zoning Commission or City Staff in the space below or attach additional pages.
- 5 copies of all drawings, text, any other items, and application
- 1 digital copy (CD, USB, Email) of the complete application packet.
- Attach the required fee \$550.00
- ☐ Post a public notice sign at least (10) days prior to a public hearing or public meeting, pursuant to ordinance 1107.035

(See Over)

APPROVAL SHALL EXPIRE AND MAY BE REVOKED IF CONSTRUCTION DOES NOT BEGIN WITHIN TWO (2) YEARS FROM THE DATE OF ISSUANCE OF APPROVAL.

I agree to grant the City Staff, the Commission, Board or Council considering this application access to the property that is the subject of this application for the purposes of reviewing this application and posting public notice for this application.

Signature of Applicant:	Date: 2018.02.27
Office Use	Office Use
	AMT
	TYPE/DATE
	RECEIPT #
Receiv ed .	PAYOR
	Payment

City of Powell · 47 Hall Street · Powell, Ohio 43065 · (614) 885-5380 · (614) 885-5339 fax www.cityofpowell.us



SMB Office Park

Variance Summary Friday, February 23, 2018

Legal Description of Property

See Attached Title

Vicinity Map

See Attached

Description of the Existing and Proposed Use

This property is undeveloped land, which is currently mostly green lawn and young trees located along Sawmill Parkway. The existing property is a U-shape which encompasses a daycare in the center of the property. The eastern boundary of the lot is Sawmill Parkway, the northern boundary is Home Road and O'Connell Street runs through the Western side of the lot and along the southern boundary.

The proposed use includes two structures, labeled Building A and Building B for the submittal. Building A is intended as an Urgent Care managed by an independent contractor. Building B is intended as a Kumon school in one third of the building and two independent office suites in the remainder of the building. The proposed building plans and elevations have been reviewed by Golf Village and we are approved to move forward with the zoning variance process.

Description of the Requested Variance

The applicant requests the 100'-0" building setback along Sawmill Parkway be reduced to a 75'-0" building setback.

Variance conformation

This variance request allows for the proper and beneficial development of this parcel of land without adversely affecting adjacent properties while bringing a positive impact to the overall character and appeal of the neighborhood. Granting this request maintains the spirit and intent of the current zoning as this variance aligns with setbacks of other existing properties in the area and maintains sightlines and views to neighboring properties. Without this variance, this portion of the parcel could not feasibly be developed due to existing drives and easements that would force this land to remain vacant and bleak in an otherwise thriving and robust neighborhood and community.

The granting of this variance would not only benefit the property owner, the neighborhood and adjacent properties, and those who will occupy and utilize the development, but also the City of Powell by promoting positive development and providing needed amenities and resources to the community.

Contiguous Property Owners

1. Parcel #31924001031013

Sunny Day Academy

3561 Home Road

Powell, OH 43065

Owner: Ronald Davis

Mailing Adress: P.O. Box 368 Lancaster, OH 43130

2. Parcel No: 31924001031000

La Petite Academy

7474 Sawmill Parkway

Powell, OH 43065

Owner: Bartlesville OK Legacy LLC

Mailing Address: 21333 Haggerty Road, Novi, MI 48375

3. Parcel No: 31924010040000

3610 Hickory Rock Drive

Powell, OH 43065

Owner: Tammy & Christopher Bauermeister, Corelogic

Mailing Address: 3610 Hickory Rock Drive, Powell, OH 43065

4. Parcel No: 31924010039000

3620 Hickory Rock Drive

Powell, OH 43065

Owner:Trevor Sean and Michelle Hall

Mailing Address:3620 Hickory Rock Drive, Powell, OH 43065

5. Parcel No: 31924010038000

3630 Hickory Rock Drive

Powell, OH 43065

Owner: Robert Smith and Mary Crowell

Mailing Address: 3630 Hickory Rock Drive, Powell, OH 43065

6. Parcel No: 31924001031004

Chase Bank

7451 Sawmill Parkway

Powell, OH 43065

Owner: Sawhome Investments LLC

Mailing Address: Industry Consulting Group, IN, P.O. Box 8265, Wichita Falls, TX 76307

7. Parcel No: 31924001031004

3433 Pearse Street

Powell, OH 43065

Owner: Wendy's International Inc

Mailing Address: The Wendy's Company, 1 Dave Thomas Blvd, Dublin, OH 43017

8. Parcel No: 319-240-01-034-000

3584 Home Road

Powell, OH 43065

Owner: Board of Education of the Olentangy School

Mailing Address: 814 Shanahan Road, Lewis Center, OH 43035

9. Parcel No: 319-210-02-003-001

7319 Sawmill Parkway

Powell, OH 43065

Owner: Delaware County Bank and Trust Company

Mailing Address: 110 Riverbend Avenue, Lewis Center, OH 43035

10. Parcel No.319-240-10-037-000

3640 Hickory Rock Drive

Powell, OH 43065

Owner: Chad and Shannon Dyer

Mailing Address: 3640 Hickory Rock Drive, Powell, OH 43065

11. Parcel No.319-240-041-000

3598 Hickory Rock Drive

Powell, OH 43065

Owner: Scott R Trois T Lauber

Mailing Address: 3598 Hickory Rock Drive, Powell, OH 43065

12. Parcel No. 319-240-01-031-011

7500 Sawmill Parkway

Powell, OH 43065

Owner: Infinite Properties LTD

Mailing Address: 2009, 140 N. Sandusky Street, Delaware, OH 43015

13. Parcel No.319-240-01-031-009

7474 Guard-Well Street

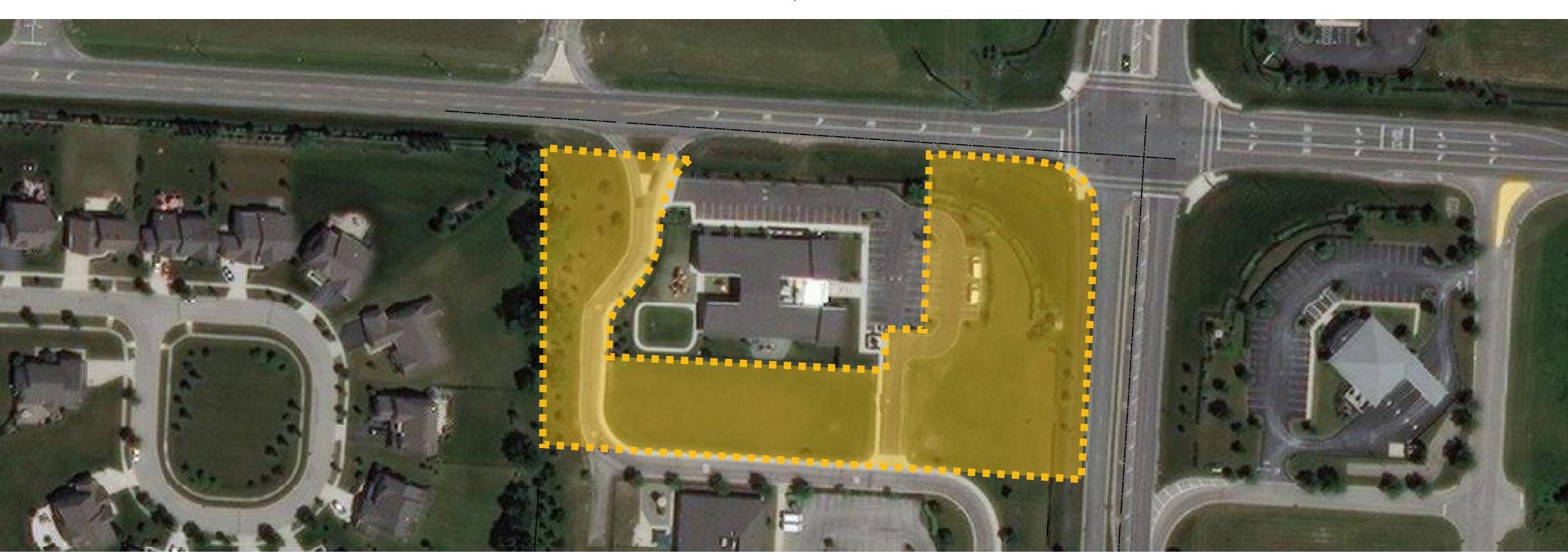
Powell, OH 43065

Owner: TM Holdings LLC

Mailing Address: c/o David C Thomson, P.O. Box 36699, Canton, OH 44735

ZONING SUBMITTAL

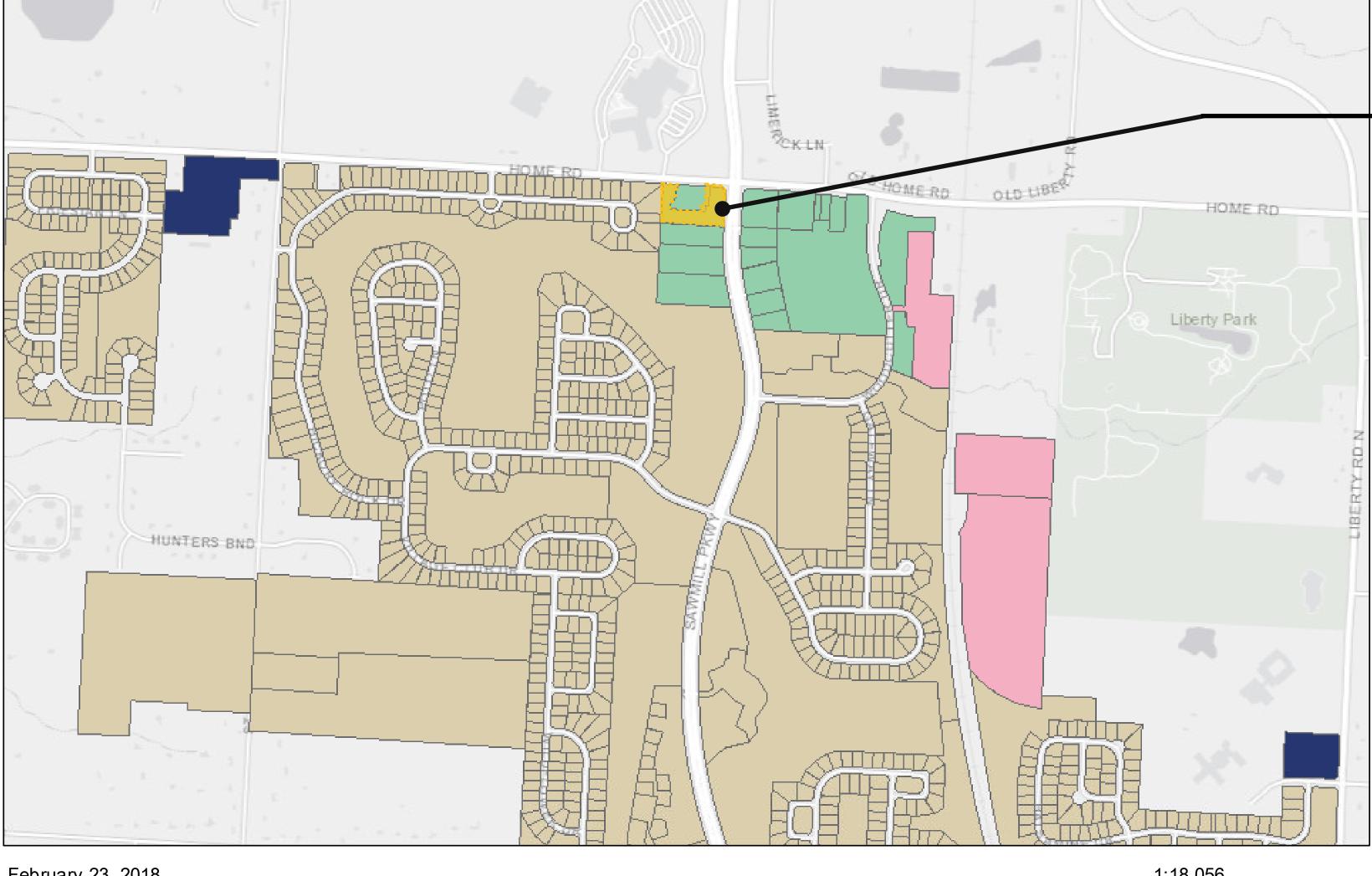
PROPOSED OFFICE PARK DEVELOPMENT SAWMILL PARKWAY & HOME ROAD POWELL OHIO FEBRUARY 23, 2018



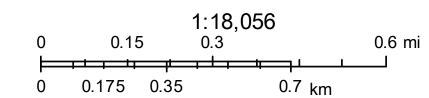




Vicinity Map



February 23, 2018











SMB OFFICE PARK





View from Sawmill Parkway Entry

SMB Office Park

FEBRUARY 23 2018











Building A Entry

SMB Office Park

FEBRUARY 23 2018











Building B Entry

SMB Office Park
FEBRUARY 23 2018











Kumon Entry

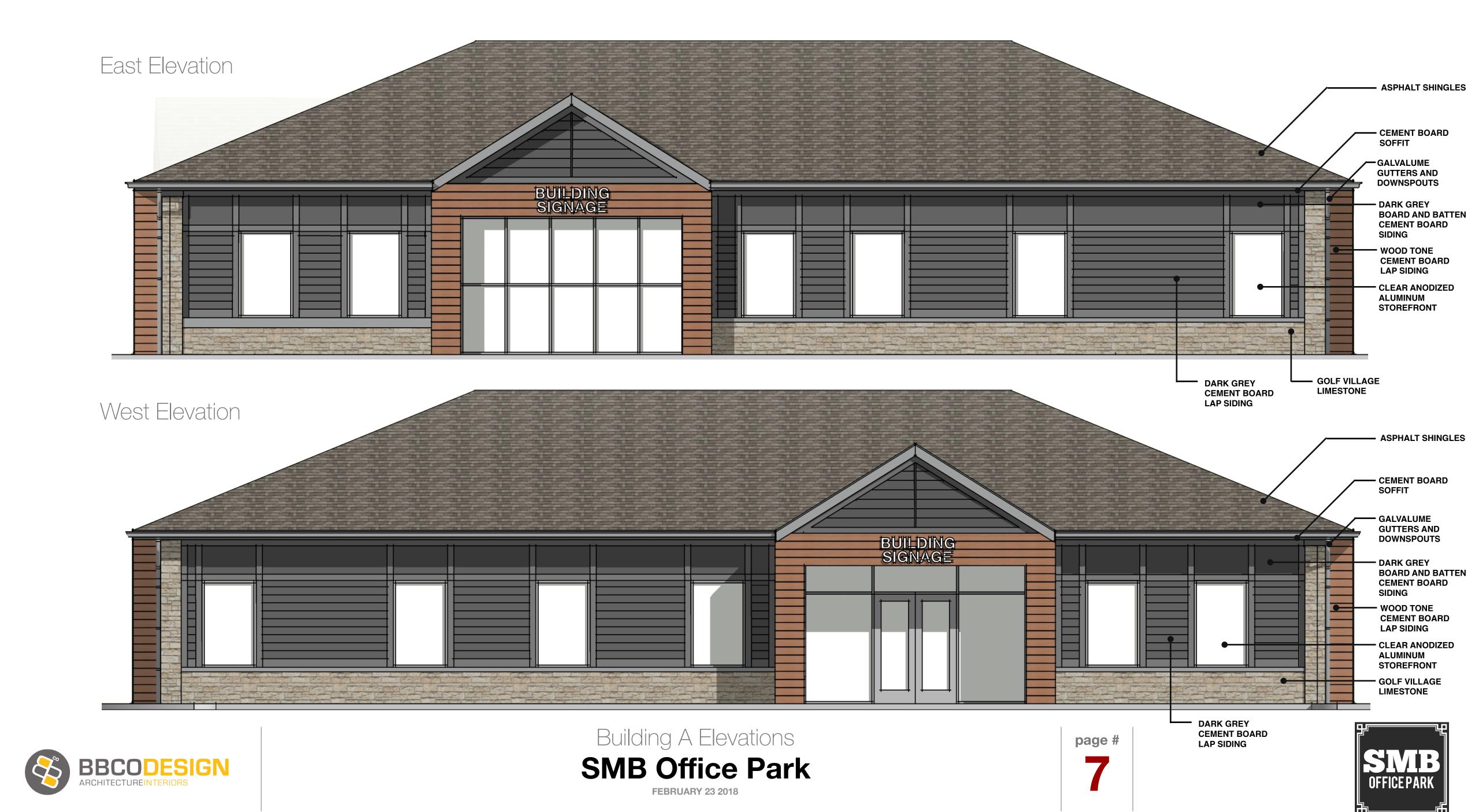
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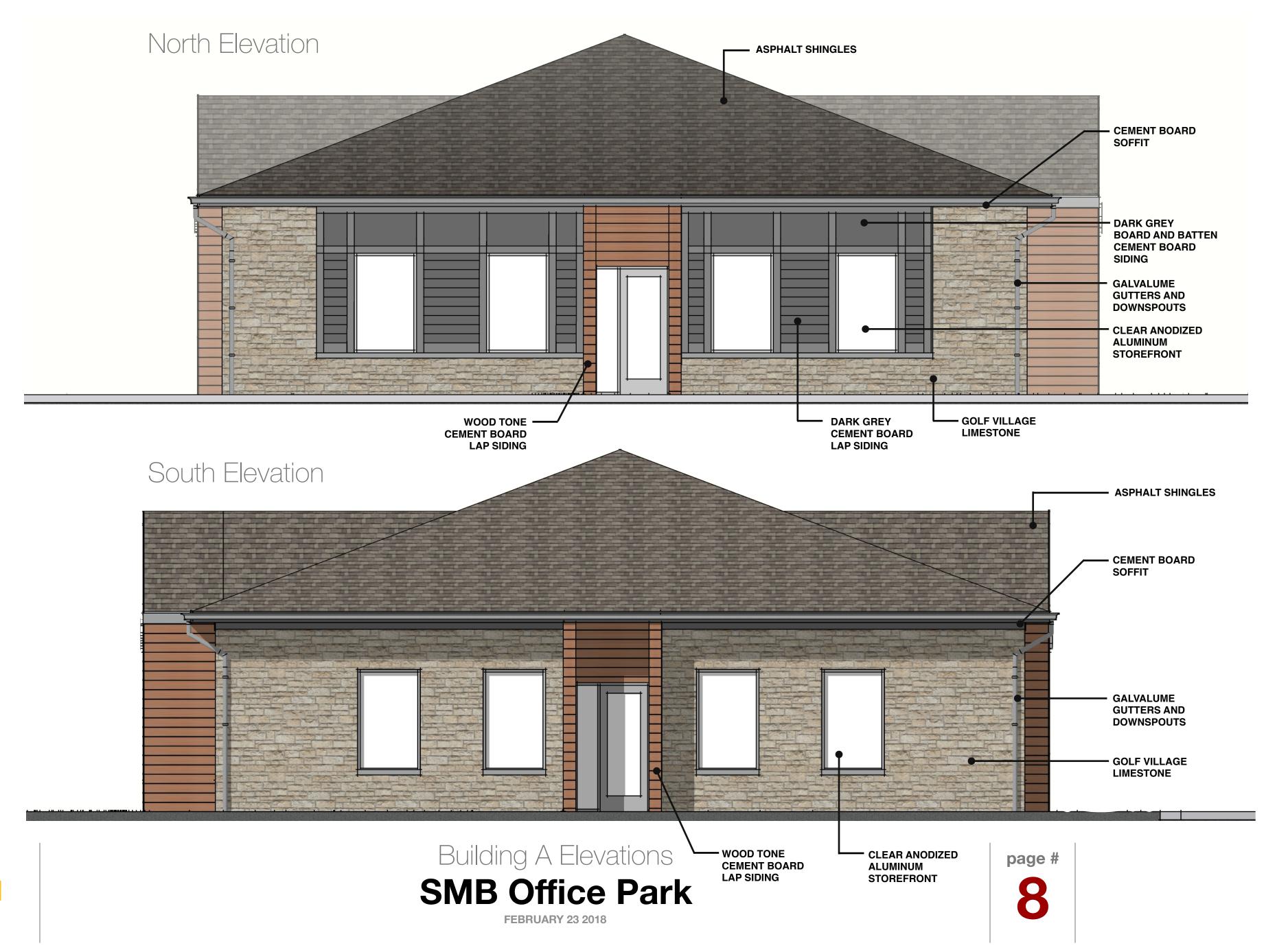
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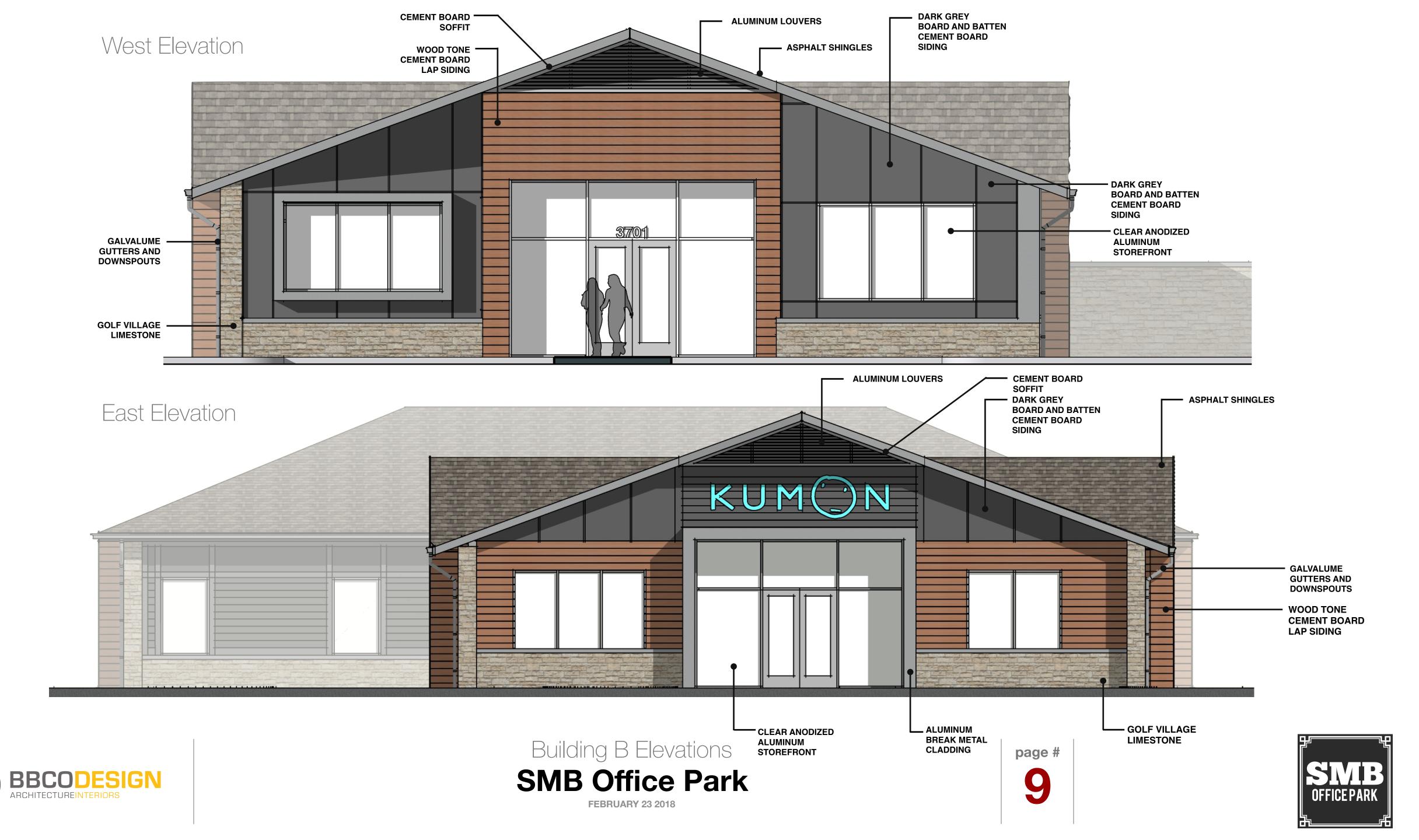


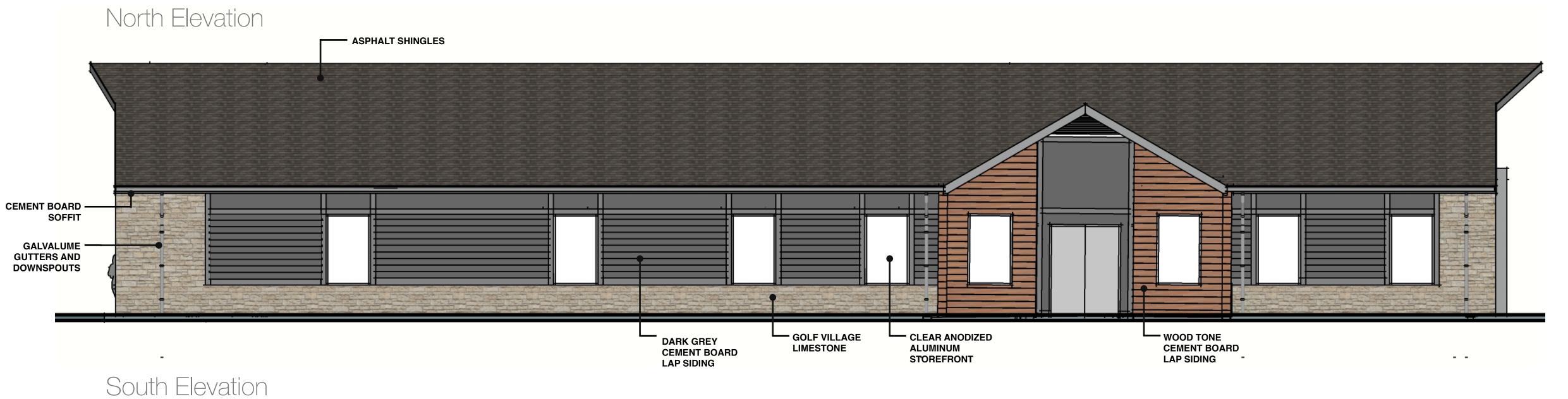
















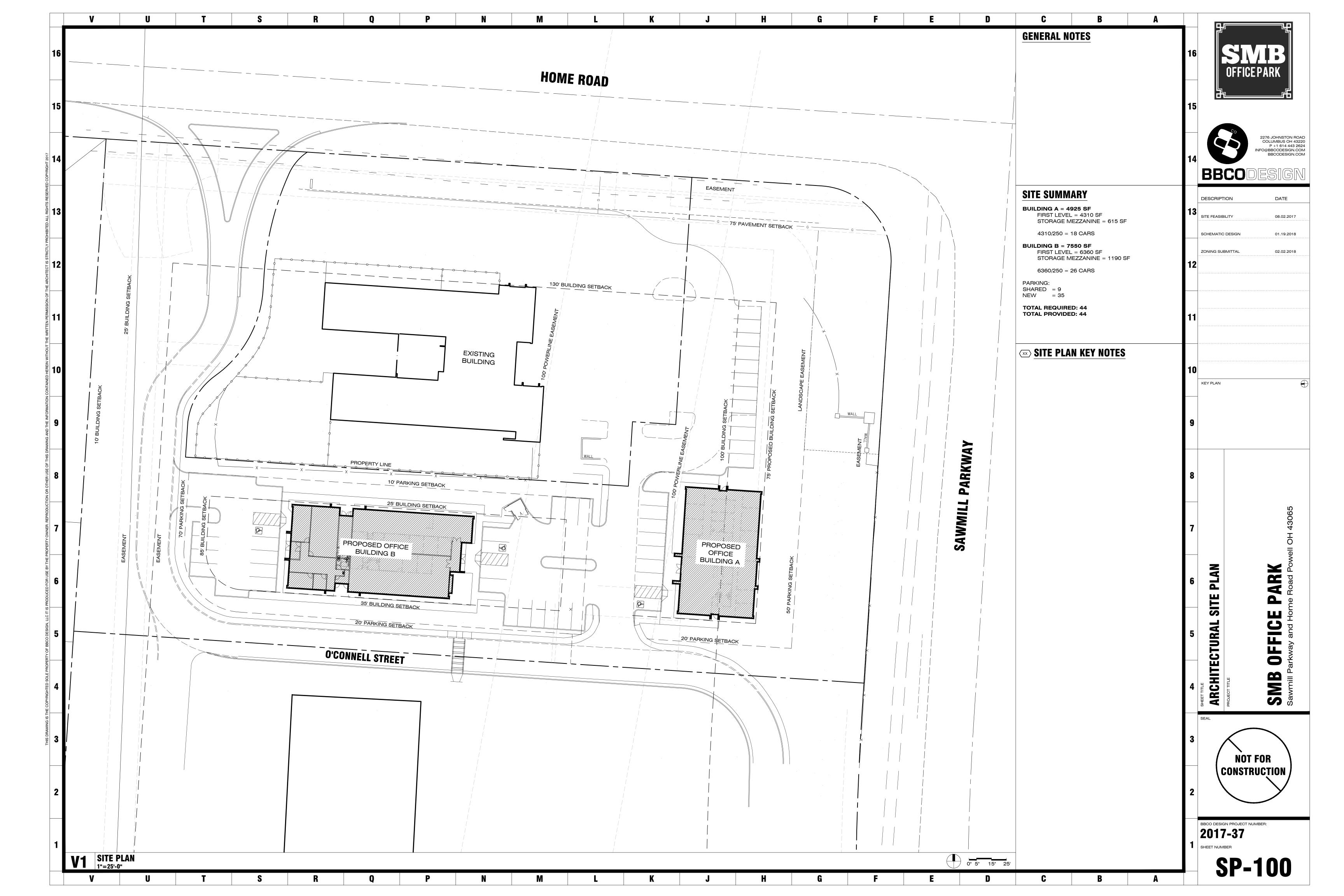
Building B Elevations

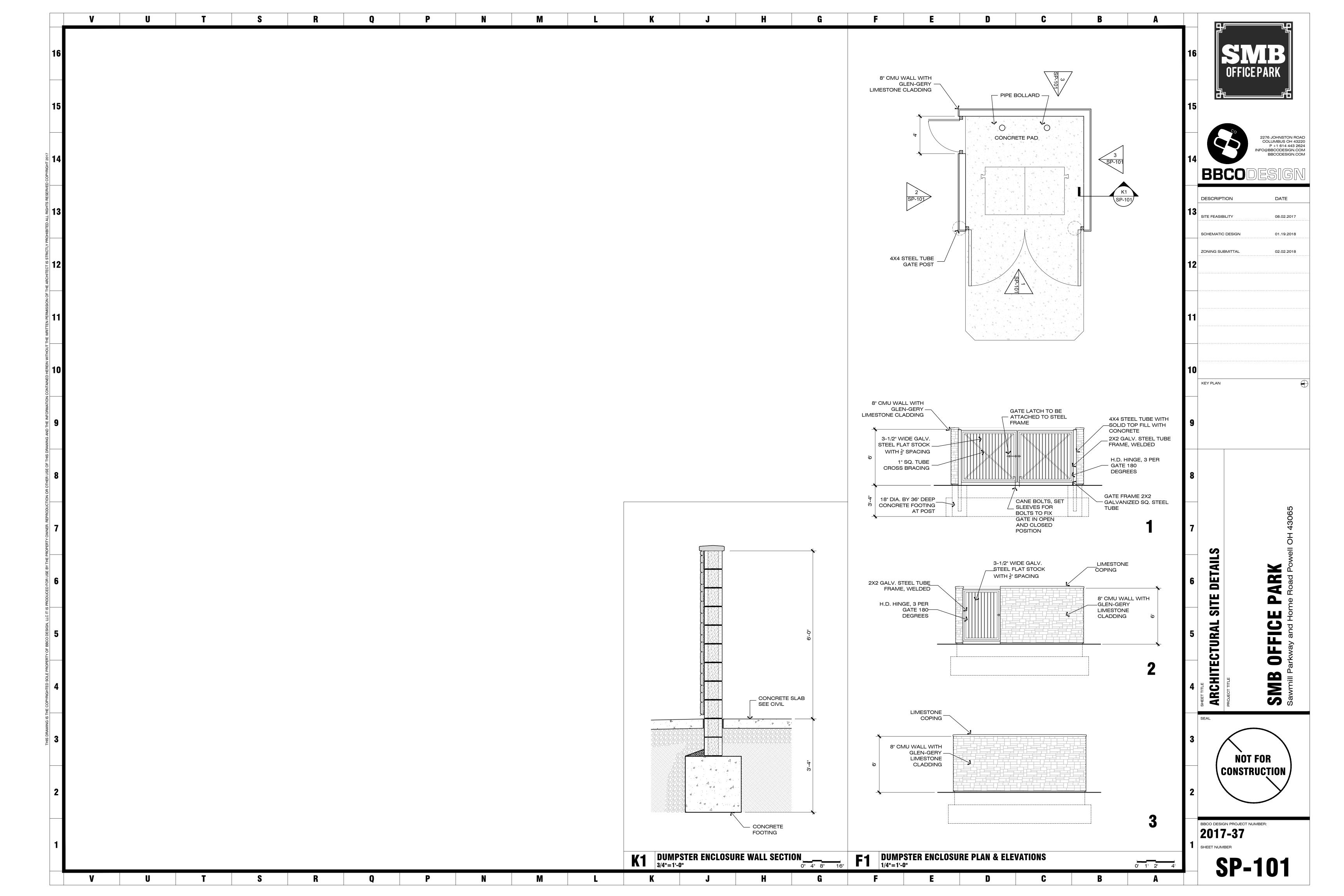
SMB Office Park

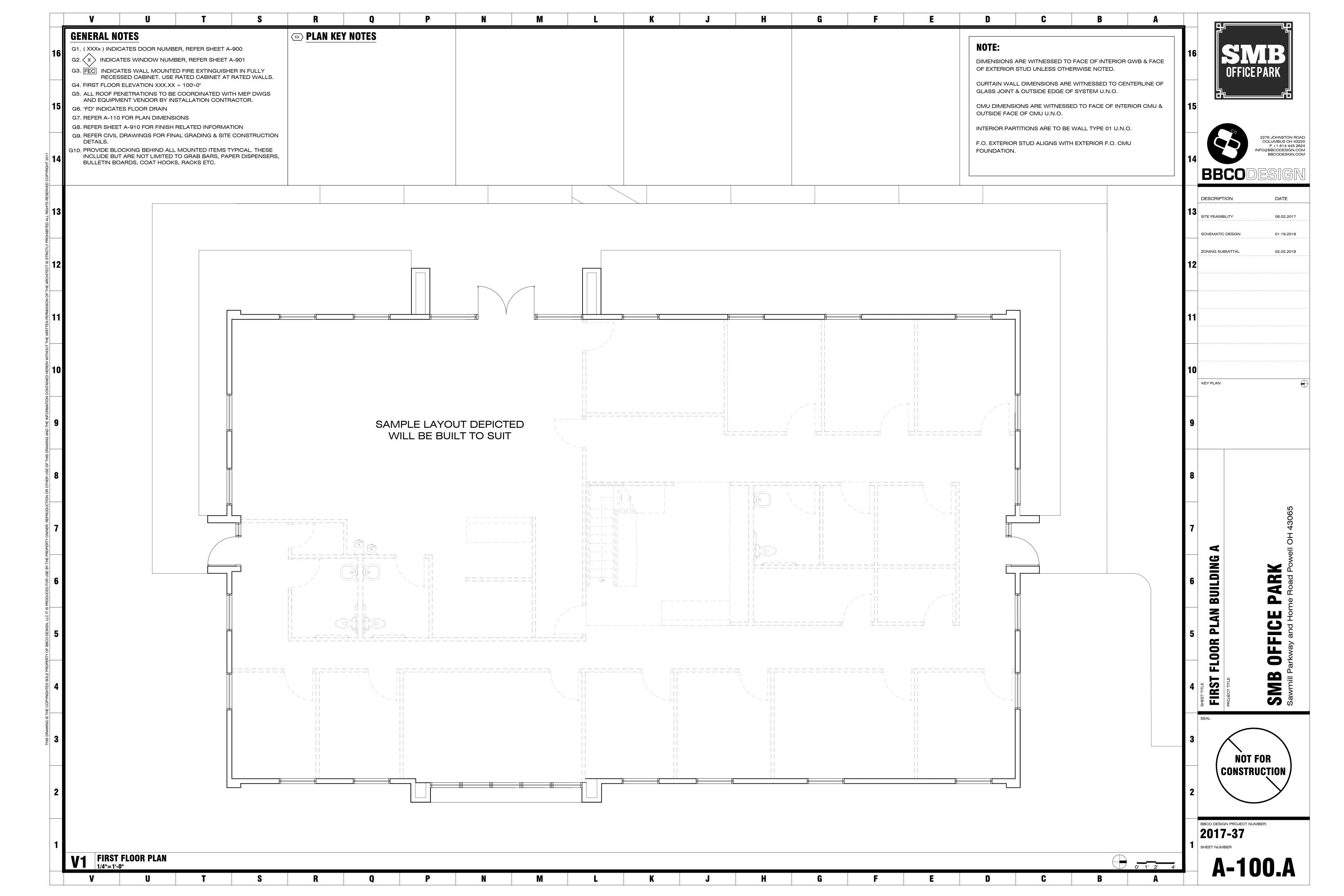
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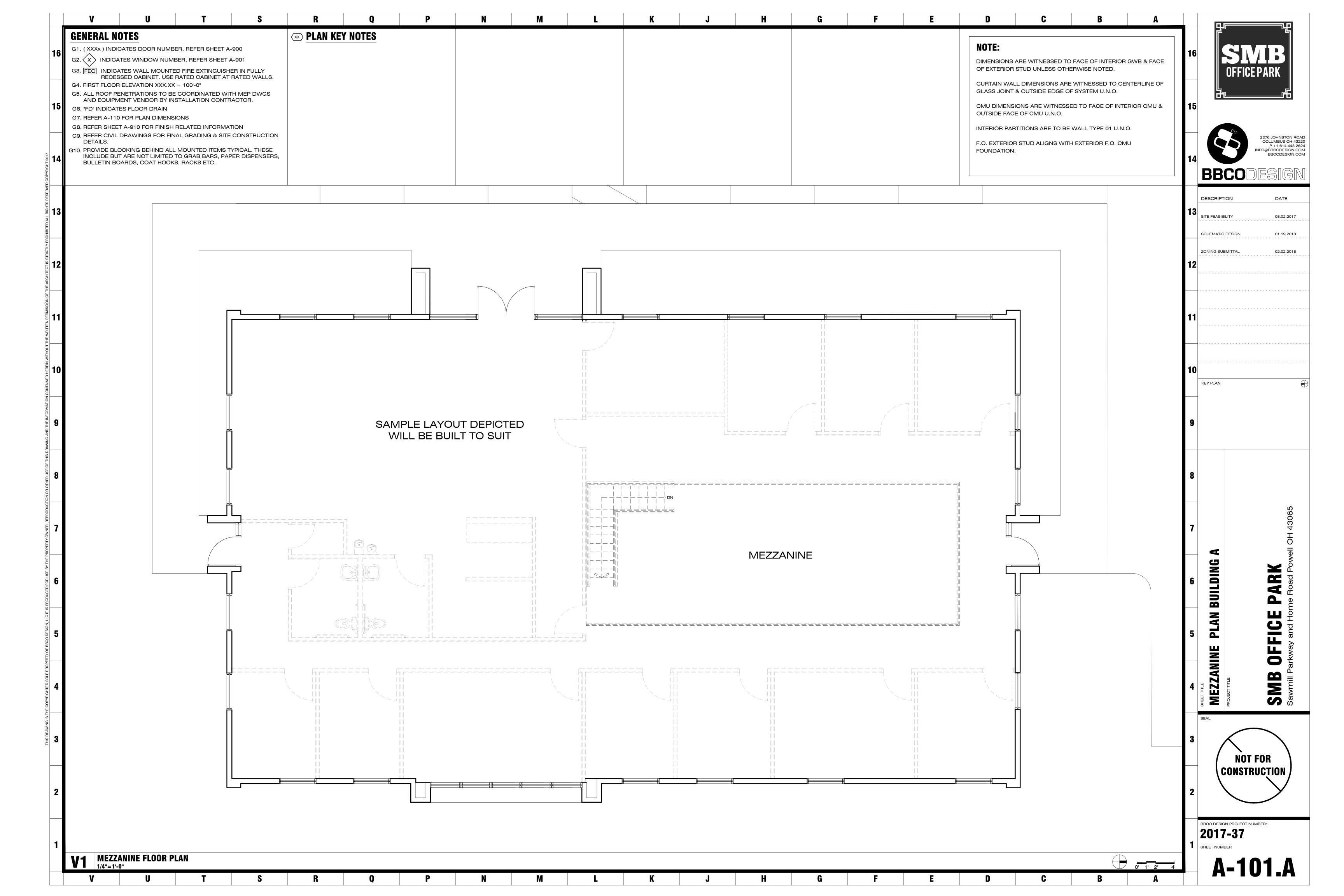


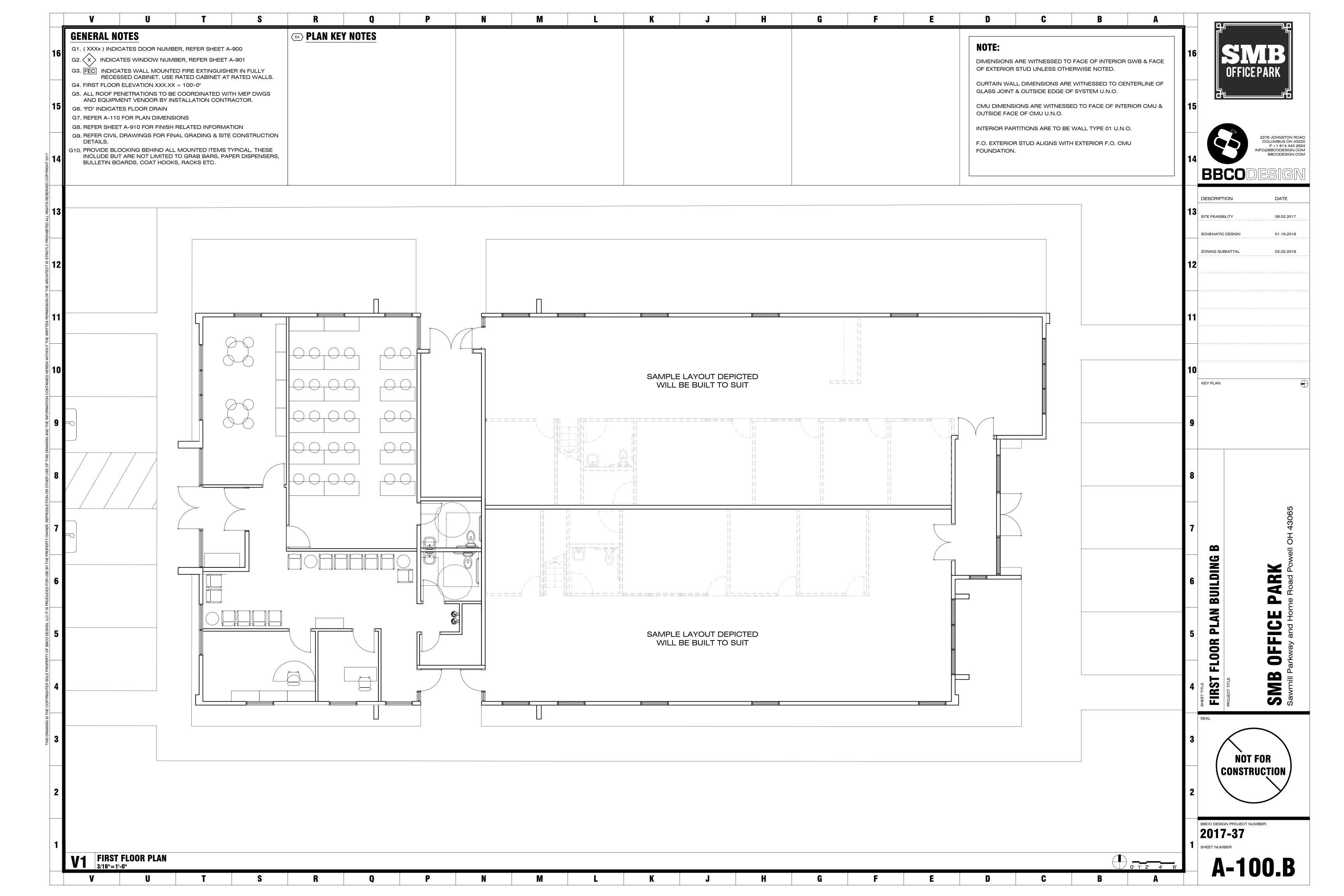


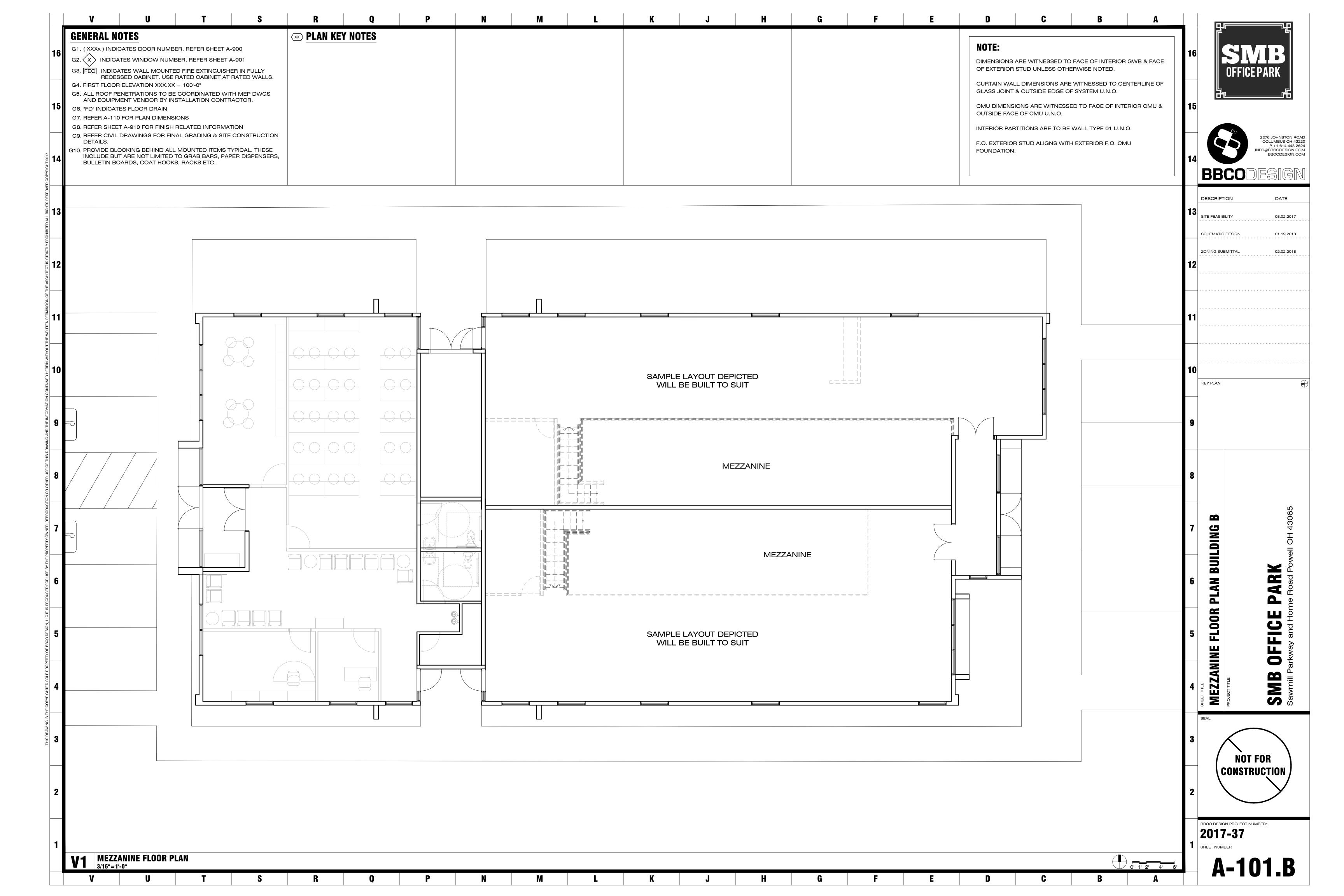


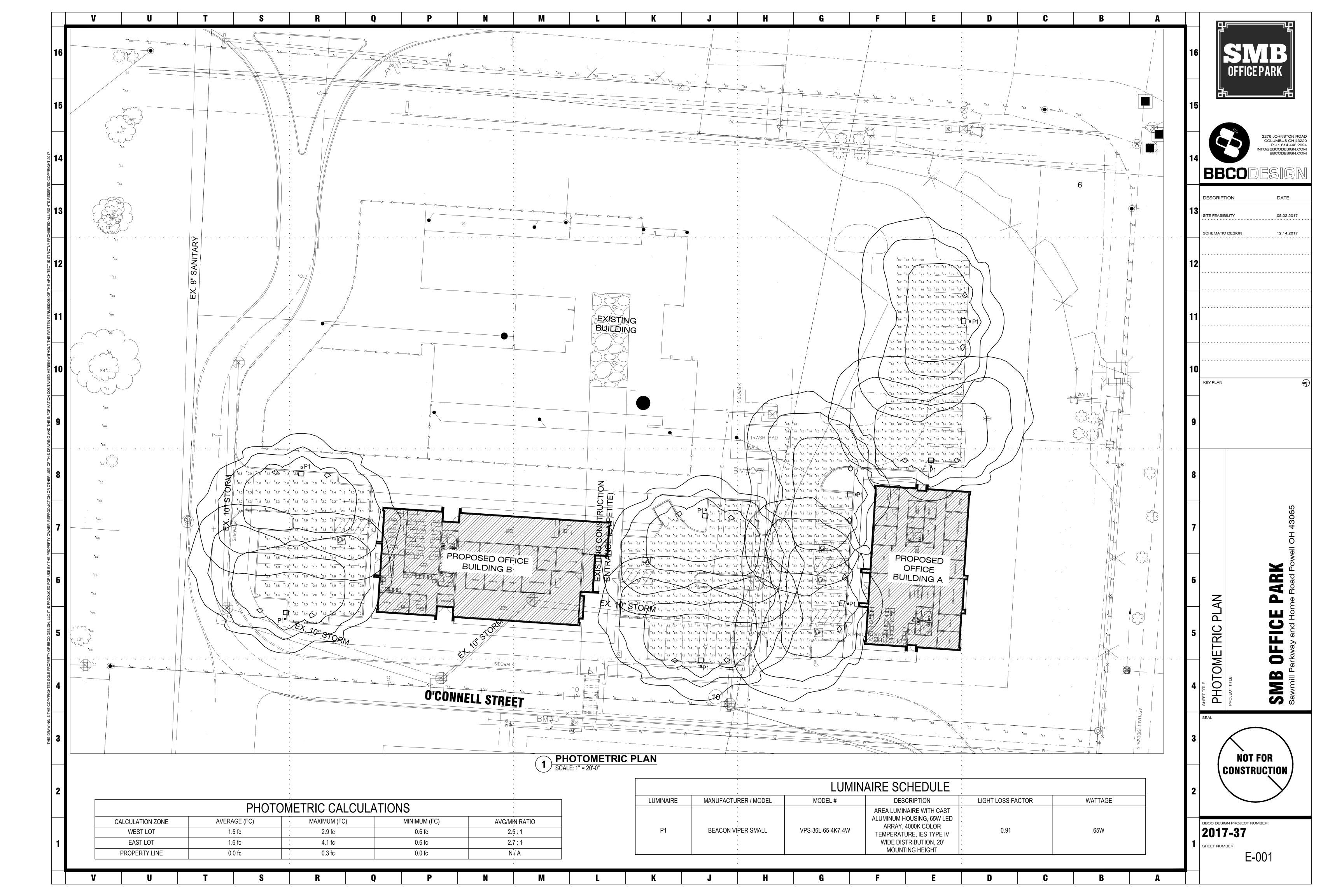














VIPER S SERIES

Small Viper Luminaire

SPECIFICATIONS

Intended Use:

The Beacon Viper luminaire is available with a wide choice of different LED Wattage configurations and optical distributions designed to replace HID lighting up to 400W MH or HPS.

Construction:

- One piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel.
- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system.
- Two-piece silicone and micro-cellular polyurethane foam gasket ensures a weather-proof seal around each individual LED.

LED/Optics:

- 100V through 277V, 50 Hz to 60 Hz (UNV), or 347V or 480V input.
- Power factor is .92 at full load.
- All electrical components are rated at 50,000 hours at full load and 25°C ambient conditions per MIL- 217F Notice 2.
- Dimming drivers are standard with connections for external dimming equipment available upon request.
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is listed by UL for use at 600VAC at 50°C or higher.
- Plug disconnects are listed by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only.

Electrical:

- Fixture electrical compartment shall contain all LED driver components and shall be provided with a push-button terminal block for AC power connections.
- The housing is designed for an optional twist lock photo control receptacle.
- Ambient operating temperature -40°C to 40°C
 Surge protection 20KA; shuts off at end of life.
- Optional 7-pin ANSI C136.41-2013 twist-lock photo control receptacle available. Compatible with ANSI C136.41 external wireless control devices.
- Lifeshield™ Circuit protects luminaire from excessive temperature. The device shall activate at a specific, factory-preset temperature, and progressively reduce power over a finite temperature range. A luminaire equipped with the device may be reliably operated in any ambient temperature up to 55°C (131°F). Operation shall be smooth and undetectable to the eye. Thermal circuit is designed to "fail on", allowing the luminaire to revert to full power in the event of an interruption of its power supply, or faulty wiring connection to the drivers. The device shall be able to co-exist with other 0-10V control devices (occupancy sensors, external dimmers. etc.).

Controls/Options:

- Available with an optional passive infrared (PIR) motion sensor capable of detecting motion 360° around the luminaire. When no motion is detected for the specified time, the Motion Response system reduces the Wattage to factory preset level, reducing the light level accordingly. When motion is detected by the PIR sensor, the luminaire returns to full Wattage and full light output. Please contact Beacon Products if project requirements vary from standard configuration.
- Available with Energeni for optional set dimming, timed dimming with simple delay, or timed dimming based on hours of operation or time of night (see www.beaconproducts.com/products/energeni).
- Also available with **Beacon**nect Wireless Control System (see **Beacon**nect product page for more details www.beaconproducts.com/products/beaconnect).

Installation:

 Mounting options for horizontal arm, vertical tenon or traditional arm mounting available. Mounting hardware included.

Finish:

- Beacote V polyester powder-coat electrostatically applied and thermocured.
- Beacote V finish consists of a five stage pretreatment regimen with a polymer primer sealer and top coated with a thermoset super TGIC polyester powder coat finish.
- The finish meets the AAMA 605.2
 performance specification which includes
 passing a 3000 hour salt spray test for
 corrosion resistance and resists cracking or
 loss of adhesion per ASTM D522 and resists
 surface impacts of up to 160 inch-pounds.

Listings:

- DesignLights Consortium (DLC) qualified, consult DLC website for more details: http:// www.designlights.org/QPL
- Listed to UL1598 and CSA22.2#250.0-24 for wet locations and 40°C ambient temperatures
- 3G rated for ANSI C136.31 high vibration applications
- IDA approved

Warranty:

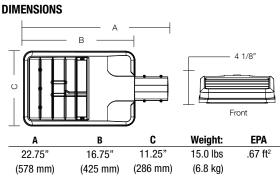
Five year limited warranty (for more information visit: www.hubbelllighting.com/resources/warranty).

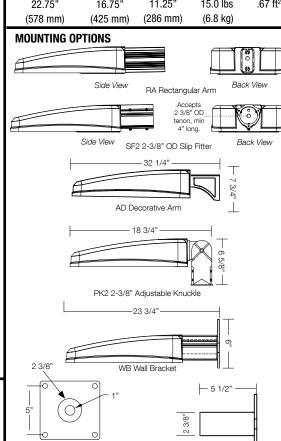
PRODUCT IMAGE(S)



rectangular arm







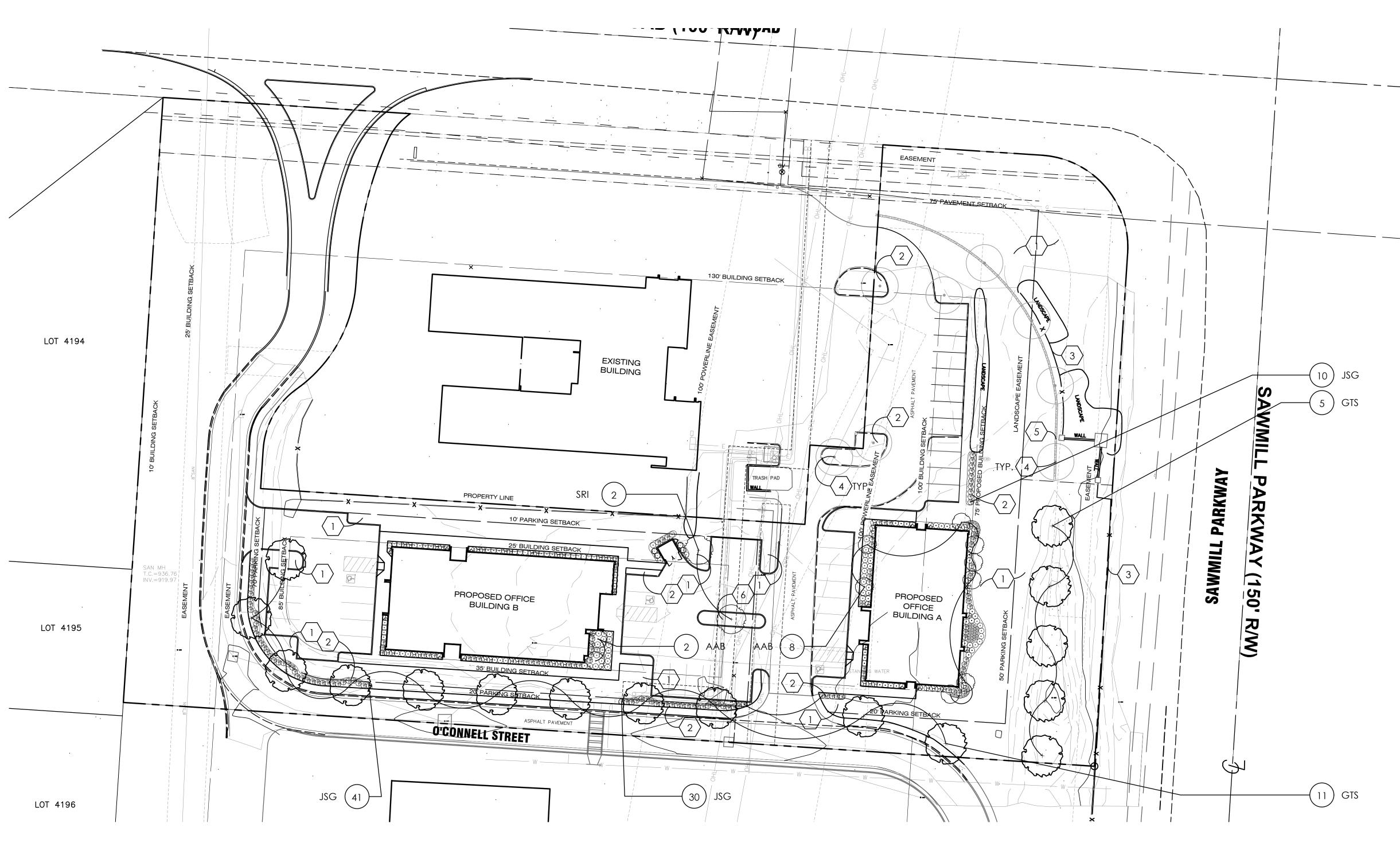
CERTIFICATIONS/LISTINGS







*3000K and warmer CCTs only



PLANT LIST (CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

(,				
QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
TREES						
10	AAB	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	2.5" CAL.	B&B	MATCH FORM
16	GTS	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADEMASTER LOCUST	3.5" CAL.	B&B	MATCH FORM
2	SRI	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK JAPANESE TREE LILAC	2.5" CAL.	B&B	MATCH FORM
SHRUBS						
81	JSG	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	4' HGT.	B&B	

GENERAL PLANTING NOTES:

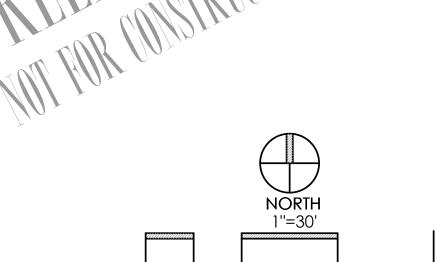
- 1. ALL PLANTS SHALL MEET OR EXCEED STANDARDS SET IN THE USA STANDARD FOR NURSERY STOCK.
- 2. ALL PLANTING OPERATIONS SHALL ADHERE TO THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
- 3. PLANT LOCATIONS AND BEDS SHALL BE LOCATED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- 4. PLANTING BEDS SHALL HAVE A MINIMUM 3" DEEP SHREDDED HARDWOOD BARK MULCH. MULCH HEDGES IN A CONTINUOUS BED.
- 5. ALL PLANTING BEDS TO BE TILLED TO A MINIMUM DEPTH OF 12".
- 6. ALL PLANTING BEDS TO BE FERTILIZED WITH 10-10-10 OR APPROVED
- 7. SODDING / SEEDING BY LANDSCAPE CONTRACTOR.
- 8. THE LOCATION OF THE EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- 9. ALL AREAS DISTURBED BY CONSTRUCTION ARE TO BE RESTORED, FINE GRADED AND SEEDED/ SODDED.
- 10. ALL EXISTING PLANT MATERIAL SHOWN ON THIS PLAN IS TO BE PRESERVED UNLESS SPECIFICALLY NOTED OTHERWISE.

CONSTRUCTION NOTES:

- SOD AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- 2 LANDSCAPE AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- (3) EXISTING FENCE.
- 4 EXISTING TREES, TYP.
- 5 EXISTING EVERGREEN HEDGE.
- (6) MULCH AREA, PROVIDE POSITIVE DRAINAGE ACROSS SURFACE ALL SURFACES.

SITE DATA

TOTAL ACRES	+/- 2.632 AC
TOTAL BUILDING SPACE	10,670 SQ. FT
TOTAL PARKING SQUARE FOOTAGE	24,415 SQ. F
TOTAL GREEN SPACE	1,310 SQ. FT
%PARKING GREEN SPACE (5% REQUIRED)	5.3%
TOTAL PARKING SPACES	43
1 TREE PER 10 PARKING SPACES	5
1 TREE PER 50 LINEAL FT FRONTAGE (SAWMILL PKWY) - 319 LINEAL FT	7
1 TREE PER 50 LINEAL FT FRONTAGE (HOME ROAD) - 126 LINEAL FT	3
1 TREE PER 50 LINEAL FT FRONTAGE (O'CONNELL ST) - 470 LINEAL FT	10



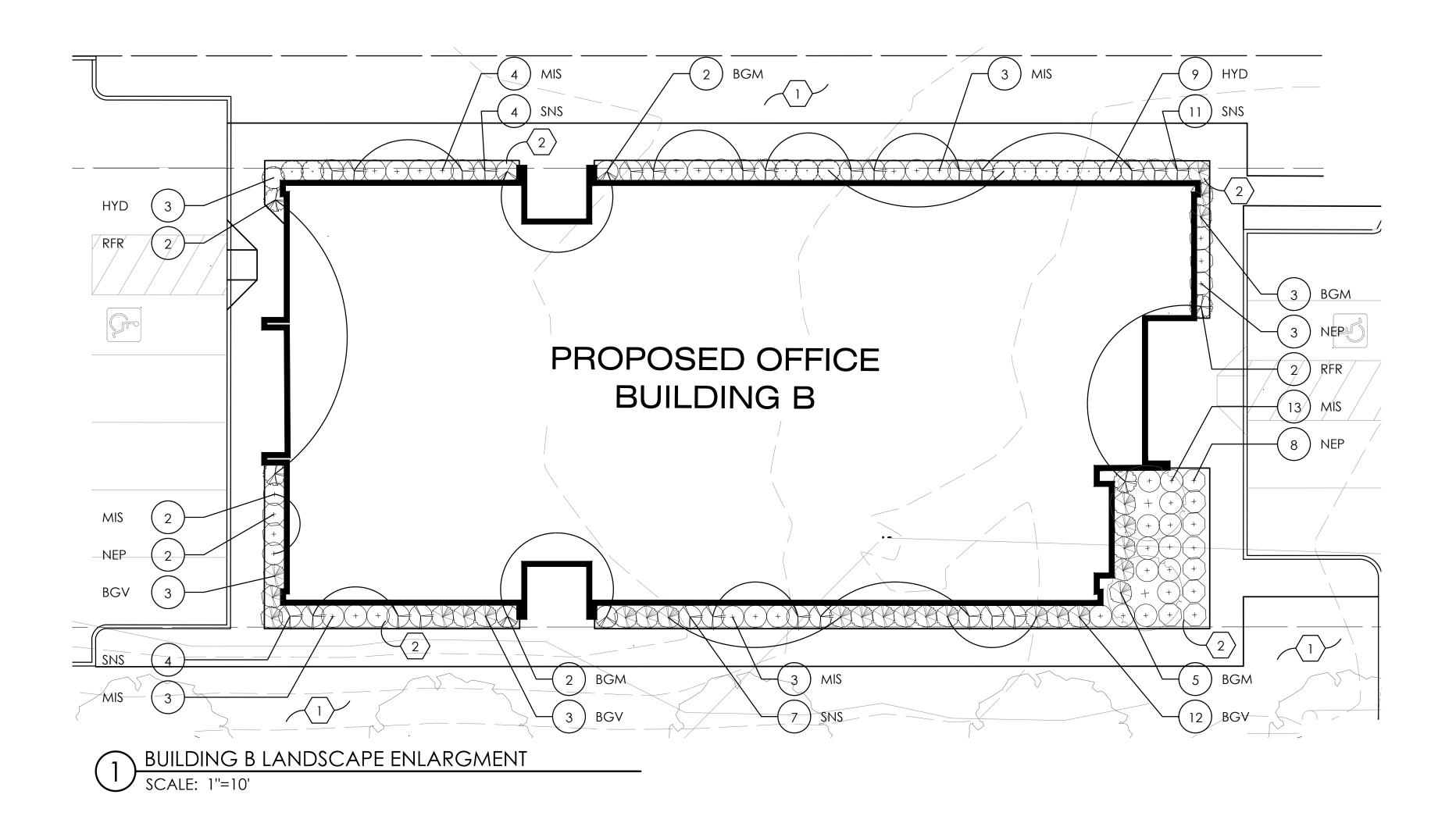
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Planning Faris

1/25/18 DATE PROJECT SHEET



GENERAL PLANTING NOTES:

- 1. ALL PLANTS SHALL MEET OR EXCEED STANDARDS SET IN THE USA STANDARD FOR NURSERY STOCK.
- 2. ALL PLANTING OPERATIONS SHALL ADHERE TO THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
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- 6. ALL PLANTING BEDS TO BE FERTILIZED WITH 10-10-10 OR APPROVED EQUAL.

CONSTRUCTION NOTES:

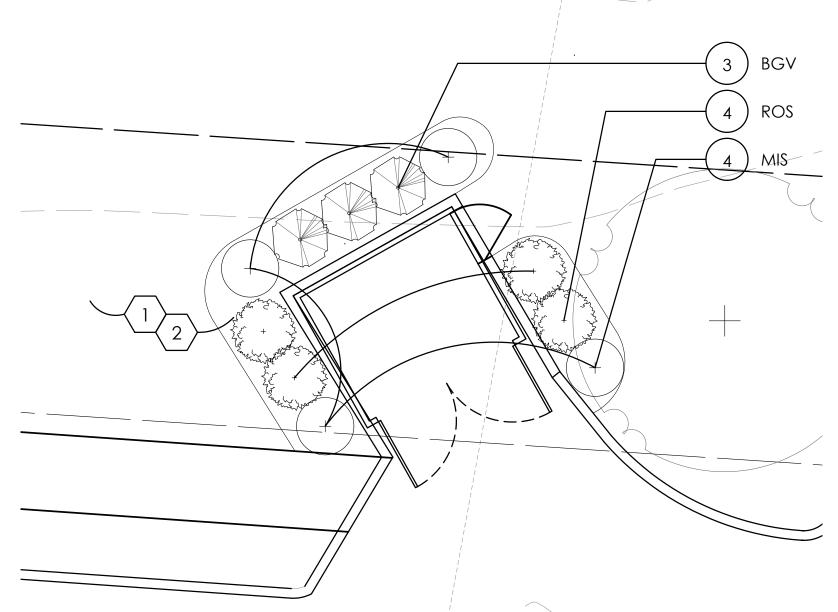
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ВĢV **PROPOSED** OFFICE LIR **BUILDING A** 4 JVG BUILDING A LANDSCAPE ENLARGMENT SCALE: 1"=10"

BGV

SNS



3 DUMPSTER AREA LANDSCAPE ENLARGMENT

NORTH 1"=10" L-2

1/25/18

REVISIONS

ARK

Design

Planning

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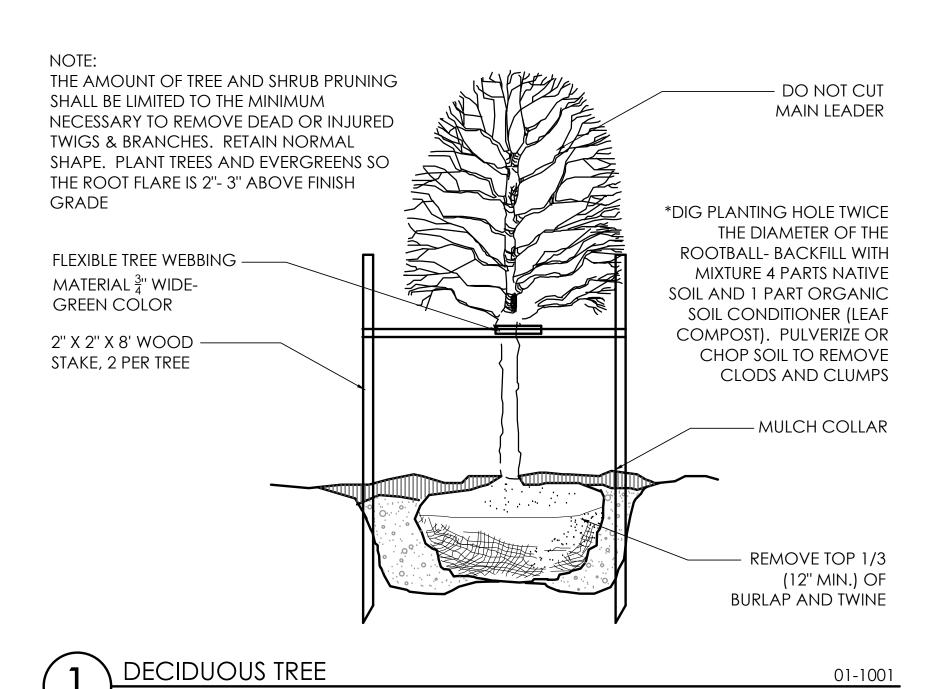
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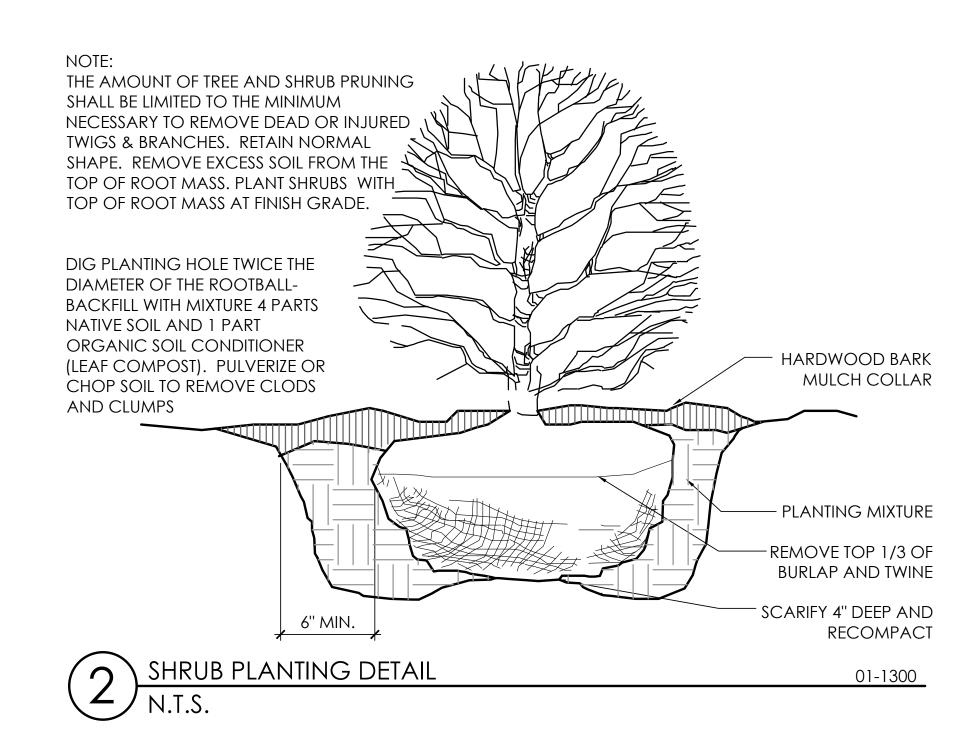
PROJECT

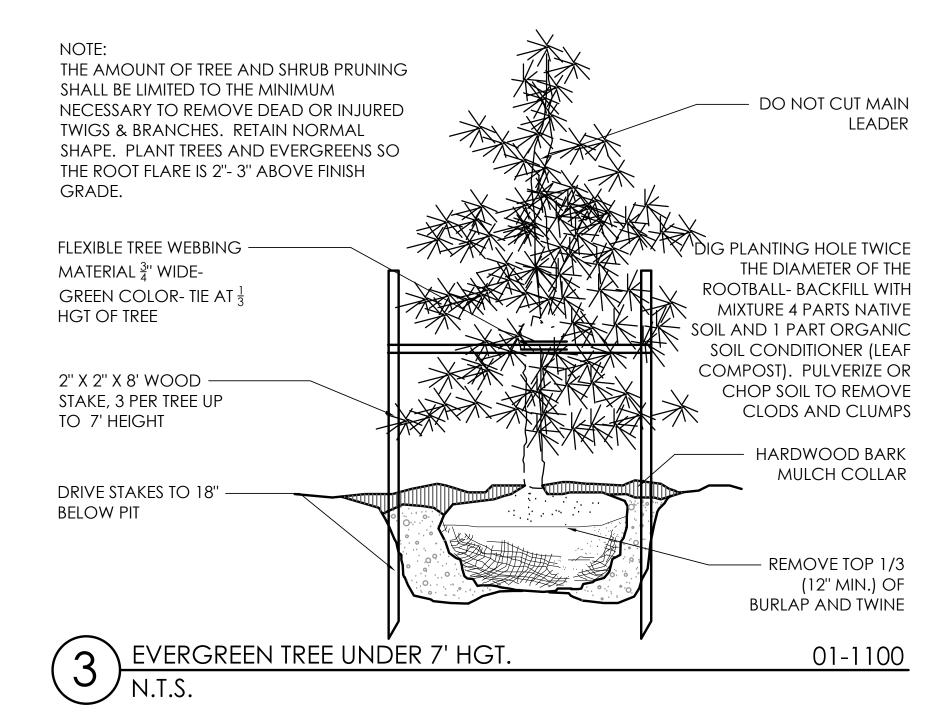
SHEET

PLANT LIST (CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
SHRUB	S			•		
8	RFR	RHAMNUS FRAGULA 'RON WILLIAMS	FERN LEAF BUCKTHORN	3' HGT.	B&B	
12	JVG	JUNIPERUS VIRGINIANA 'GREY OWL'	GREY OWL JUNIPER	24" HGT.	B&B	
36	BGV	BUXUS 'GREEN VELVET'	GREEN VELVET BOXWOOD	24" HGT.	B&B	
16	BGM	BUXUS 'GREEN MOUNTAIN'	GREEN MOUNTAIN BOXWOOD	24" HGT.	B&B	
44	SNS	SPIRAEA NIPPONICA 'SNOWMOUND'	SNOWMOUND SPIREA	24" HGT.	B&B	
12	HYD	HYDRANGEA QUERCIFOLIA 'PEE WEE'	PEE WEE OAKLEAF HYDRANGEA	24" HGT.	B&B	
4	ROS	ROSA X 'RADTKO'	DOUBLE KNOCKOUT ROSE	24" HGT.	B&B	
PEREN	NIALS/OR	NAMENTAL GRASSES				
4	LIR	LIROPE 'SILVERY SUNPROOF'	SILVERY SUNPROOF LILYTURF	1 GAL.	CONT.	
44	HEM	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	1 GAL.	CONT.	
22	NEP	NEPETA XFAASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	1 GAL.	CONT.	
21	CAL	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	1 GAL.	CONT.	
4	MIS	MISCANTHUS SINENSIS 'YAKUSHIMA'	DWARF MAIDEN GRASS	1 GAL.	CONT.	

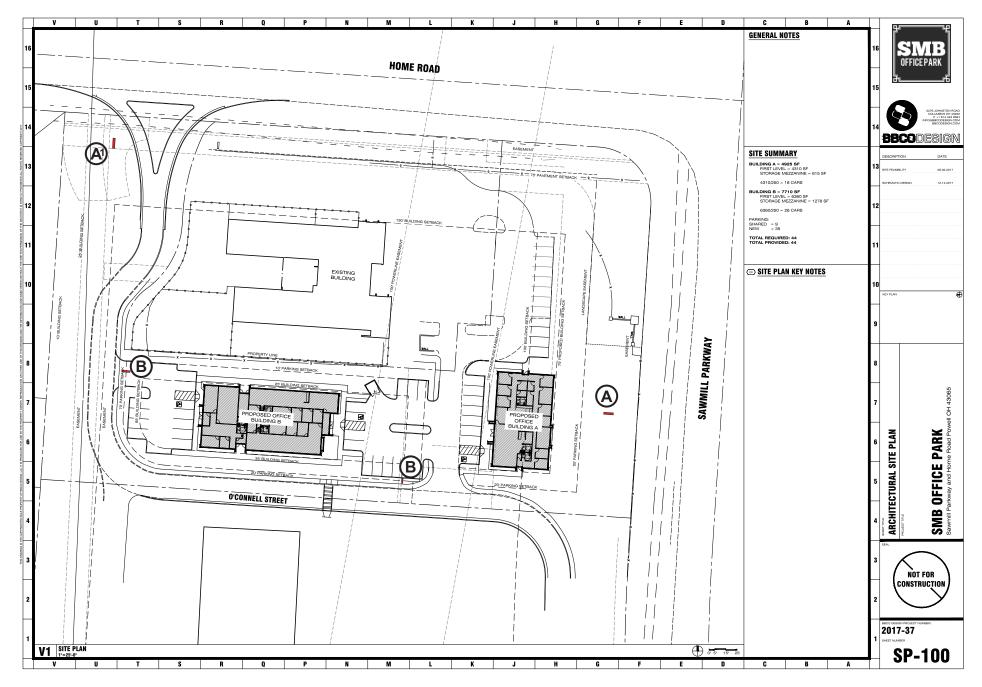




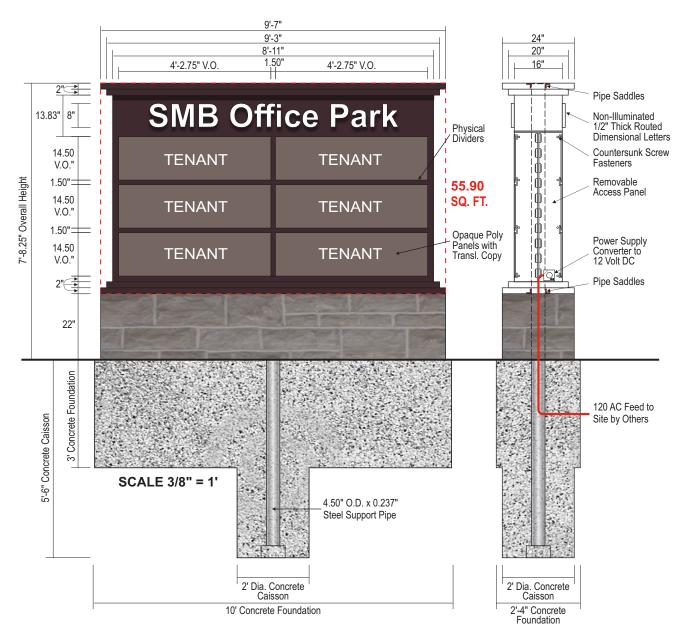




REVISIONS SITE ARK INTERNATIONA 1401 KINNARDS PL. COLUMBUS, OH 43233 OFFICE SMB Faris Planning & Design 1/25/18 PROJECT SHEET



©COPYRIGHT 2018	SIGNCOM,	INC. •	527	WEST	RICH	STREET •	С	OLUMBUS,	оню	43215	• TEL:	614-228-9999	• FAX	: 614-228	-4326	• ir	nfo@signo	cominc.com
SIGN: Design • Fabrication	CON • Erection • Service	CLIENT APPRO	VAL	DA	ATE	PRODUCTIO ART REQUIF Colors on Printed Docu May Vary		PROJECT NAI LOCATION CITY_POWELL	ИЕ	SMB OFF	ICE PARK STATE OHIO	REVISION_		SALES DESIG			DATE SCALE/ PROJECT	1-11-18-18 Noted :# 18110





D.F. LED Illuminated Main Tenant Monument Sign

.090" THICK ALUMINUM CONSTRUCTION OVER WELDED ALUMINUM FRAMEWORK.

1/2" THICK ROUTED ACRYLIC HEADER LETTERS, WITH SMOOTH FINISHED EDGES.
LETTERS ARE CONCEALED STUD MOUNTED TO FACE OF CABINET WITH NUTS INTO PRE-DRILLED BORES.

TENANT PANELS CONSTRUCTED FROM 1/8" TRANSLUCENT WHITE POLYCARBONATE WITH HIGH PERFORMANCE OPAQUE VINYL GRAPHICS AND REVERSE WEEDED COPY.

TENANT PANELS ARE ILLUMINATED WITH LED LIGHT CLUSTERS HOUSED INSIDE CABINET.

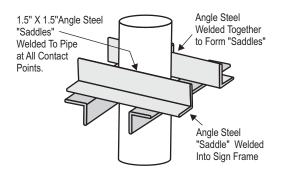
4.50" O.D. x 0.237" x 12'-10"+/- STEEL SUPPORT PIPE SET IN CONCRETE CAISSON 24" DIA. x 5'-6" DEEP. CABINET SECURED TO PIPE USING (2) WELDED ANGLE PIPE SADDLES.

STONE BASE MASONRY BY OTHERS.

PRIMARY ELECTRIC POWER BROUGHT TO SITE BY OTHERS.

COLORS: VERIFICATION REQUIRED

CABINET & DIVIDER BARS - PAINTED DARK BRONZE, MAP #41313SP HEADER GRAPHICS - MAP WHITE TENANT PANEL FACES - OPAQUE MEDIUM BRONZE, PMS #410 WITH REVERSE WEEDED TENANT GRAPHICS



VERIFY ALL MEASUREMENTS AND DIMENSIONS PRIOR TO PRODUCTION

©COPYRIGHT 2018	SIGNCOM,	INC.	527	WEST	RICH	STREET	• (COLUMBUS,	оніо	43215	• TEL:	614-228-9999	• FAX:	614-228	-4326	info@sigr	ncominc.com
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Design Tabrication	* Licetion * Oci vice					May Vary		CITY POWELL			STATE <u>OHI</u>	<u> </u>		SIZE	14	PROJEC	T# <u>18110</u>



D.F. LED Illuminated 2nd Tenant Monument Sign

.090" THICK ALUMINUM CONSTRUCTION OVER WELDED ALUMINUM FRAMEWORK.

1/2" THICK ROUTED ACRYLIC HEADER LETTERS, WITH SMOOTH FINISHED EDGES. LETTERS ARE CONCEALED STUD MOUNTED TO FACE OF CABINET WITH NUTS INTO PRE-DRILLED BORES.

TENANT PANELS CONSTRUCTED FROM 1/8" TRANSLUCENT WHITE POLYCARBONATE WITH HIGH PERFORMANCE OPAQUE VINYL GRAPHICS AND REVERSE WEEDED COPY.

TENANT PANELS ARE ILLUMINATED WITH LED LIGHT CLUSTERS HOUSED INSIDE CABINET.

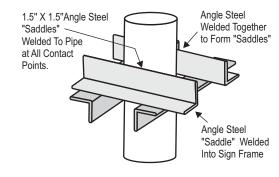
3.50" O.D. x 0.216" x 11'-2"+/- STEEL SUPPORT PIPE SET IN CONCRETE CAISSON 24" DIA. x 5'-6" DEEP. CABINET SECURED TO PIPE USING (2) WELDED ANGLE PIPE SADDLES.

STONE BASE MASONRY BY OTHERS.

PRIMARY ELECTRIC POWER BROUGHT TO SITE BY OTHERS.

COLORS: VERIFICATION REQUIRED

CABINET & DIVIDER BARS - PAINTED DARK BRONZE, MAP #41313SP **HEADER GRAPHICS - MAP WHITE** TENANT PANEL FACES - OPAQUE MEDIUM BRONZE, PMS #410 WITH REVERSE WEEDED TENANT GRAPHICS



6'-0" Overall Height Removable 12" **TENANT TENANT** Access Panel V.O.' 1.50" Opaque Poly Panels with 12" Power Supply **TENANT** TENANT* I Transl. Copy V.O.' Converter to 12 Volt DC Pipe Saddles 120 AC Feed to Site by Others SCALE 3/8" = 1' 3.50" O.D. x 0.216" Steel Support Pipe

3'-5.25" V.O

TENANT

7'-8"

7'-4" 1.50'

SMB Office Park

2' Dia. Concrete

Caisson

8'-4" Concrete Foundation

3'-5.25" V.O.

TENANT

14.16" 7.50"

12"

V.O.'

1.50"=

VERIFY ALL MEASUREMENTS AND DIMENSIONS PRIOR TO PRODUCTION

2' Concrete

Caisson/Foundation

10"

8"

7--

Physical

Dividers

42 SQ. FT.

Pipe Saddles

Fasteners

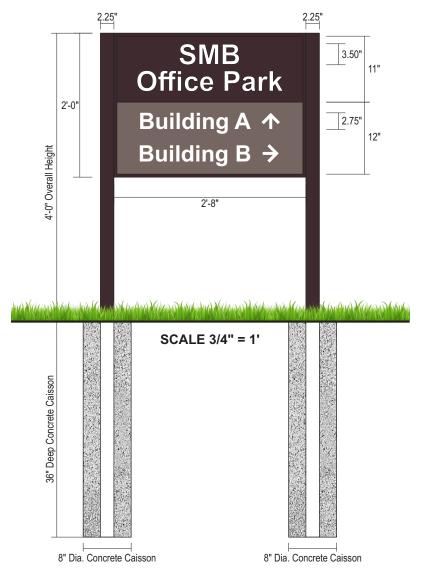
Non-Illuminated

1/2" Thick Routed

Dimensional Letters

Countersunk Screw

©COPYRIGHT 2018	SIGNCOM,	INC. ● 527	WEST RICH	STREET • (COLUMBUS, OHIO	0 43215 ● TEL: 614	-228-9999 •	FAX: 614-228-4326 ●	info@signcominc.com
SIGN(Design • Fabrication	Erection • Service	CLIENT APPROVAL	DATE	PRODUCTION ART REQUIRED Colors on Printed Documents May Vary	PROJECT NAME LOCATION CITY POWELL	SMB OFFICE PARK STATE OHIO	REVISION	SALES BMS DESIGN RAF SIZE 14	DATE 1-11-18-18 SCALE Noted PROJECT# 18110



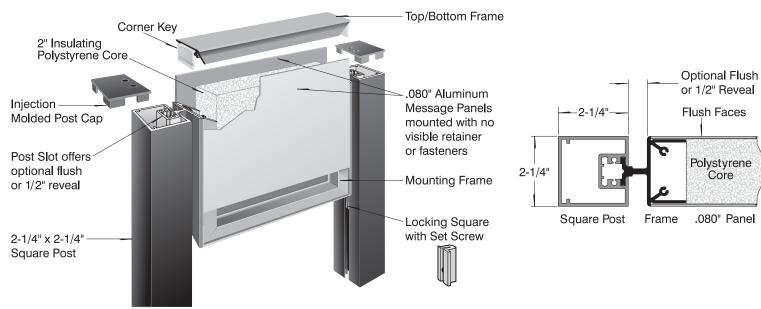


(2) D.F. Non-Illuminated Wayfinding Post Signs

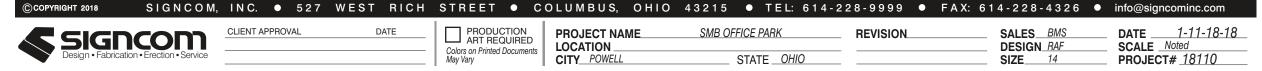
POSTS SET IN CONCRETE CAISSONS, 8" DIA. x 36" DEEP.

COLORS: VERIFICATION REQUIRED

POSTS AND TOP SECTION OF PANEL - PAINTED DARK BRONZE, MAP #41313SP BOTTOM SECTION OF PANEL - PTM OPAQUE MEDIUM BRONZE, PMS #410



VERIFY ALL MEASUREMENTS AND DIMENSIONS PRIOR TO PRODUCTION



stewart title

ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

Authorized Countersignature

Stewart Title Company 259 West Schrock Road Westerville, OH 43081 (614) 895-0200 TEXAS TEXAS

Matt Morris President and CEO

> enise Carraux Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.



CONDITIONS

- 1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
- 2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
- 3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
- 4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
- 5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at http://www.alta.org/>.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.



COMMITMENT FOR TITLE INSURANCE SCHEDULE A

File No.: 01032-25368

1. Effective Date: September 05, 2017 at 8:00 A.M.

2. Policy or Policies to be issued:

Amount of Insurance

(a) ALTA Owner's Policy 2006 (Standard)

\$250,000.00

Proposed Insured:

SMB International, Inc., an Ohio corporation

(b) ALTA Loan Policy 2006 (Standard)

T.B.D.

Proposed Insured:

Lender to be determined

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple

- 4. Title to the said estate or interest in the land is at the Effective Date hereof vested in:
 - J. Bentley Property, LLC, an Ohio Limited Liability Company Who acquired said interest in Official Record 763 Page 1742, filed January 23, 2007 in the Delaware county records.
- 5. The land referred to in this Commitment is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

For information purposes only, the property address is purported to be: 0 Home Road, Powell, OH 43065



EXHIBIT "A" LEGAL DESCRIPTION

PARCEL I:

Situate in the State of Ohio, County of Delaware, City of Powell, lying in Farm Lot 3 and Farm Lot 6, Section 2, Township 3, Range 19, United States Military District and being part of Lot 3499 as shown and delineated in Sub Area E, a subdivision of record in Official Record 702 Page 552, conveyed to Triangle Properties, Inc. by deed of record in Official Record 54, Page 1248, all records herein are from the Recorder's Office, Delaware County, Ohio, said 4.008 acre tract being more particularly described as follows:

Beginning at an iron pipe found at the Northeast corner of Lot 4194 of Golf Village Section 7, Phase D, Part 1 as shown delineated in Plat Cabinet 2, Slide 794 and Northwest corner of said Lot 3499, and the southerly Right of Way line of Home Road (100'R/W);

Thence the following two (2) courses and distances along the southerly Right of Way line of said Home Road and the northerly line of said Lot 3349;

- 1. South 86° 14' 29" East, a distance of 479.97 feet, to an iron pipe found;
- 2. Along the curve to the south, having a delta of 89° 56' 03", a radius of 50.00 feet, an arc length of 78.48 feet, and a chord which bears South 41° 16' 17" East, and a chord distance of 70.67 feet to an iron pipe found;

Thence South 03° 41' 56" West, a distance of 280.42 feet, along the easterly line of said Lot 3499 and the westerly Right of Way line of Sawmill Parkway (150' R/W as shown in Plat Cabinet 2, Slide 636) to a set iron pipe;

Thence North 86° 14' 29" West, a distance of 530.26 feet, over and across said Lot 3499 to a set iron pipe on the westerly line of said Lot 3499 and the easterly line of Lot 4195 of said Golf Village Section 7, Phase D, Part 1;

Thence North 03° 45' 31" East, a distance of 330.36 feet, along the westerly line of said Lot 3499 and the easterly line of said Golf Village Section 7, Phase D, Part 1 to the POINT OF BEGINNING, containing 4.008 acres, more or less of which being 0.972 acres in Farm Lot 6 and 3.036 acres in Farm Lot 3.

All iron pipes are 3/4 inch iron pipes, 30 inch in length, with a yellow cap bearing the name "CEC PROP. CORNER."

The bearings shown above are based on the bearing of South 86° 14' 29" East for the North line of a Sub Area E tract in Official Record 702 Page 552 at the Recorder's Office, Delaware County, Ohio.

LESS AND EXCEPTING therefrom the following 1.376 acre tract as conveyed by J. Bentley Property, LLC, an Ohio limited liability company to Ronald P. Davis, Pryor Properties, LLC, an Ohio limited liability company and 6614 McCrae LLC, an Ohio limited liability company as to an by document recorded on March 14, 2014 of record in Official Record 1275 page 2731.

Situated in the City of Powell, County of Delaware, State of Ohio, located in Farm Lots 3 and 6, Section 2, Township 3, Range 19, United States Military Lands, being out of Lot 3499 in SUB AREA E, of record in Official Record 702, Page 552 and being out that 4.008 acre tract conveyed to J. Bentley Property, LLC in Official Record 763 Page 1742, said 1.376 acre tract being more particularly described as;

Commencing for reference at a ¾-inch iron pipe found (with a "BD&M" cap) in the southerly right-of-way line of Home Road (100 foot right-of-way), being the northeasterly corner of Lot 4194 in Golf Village, Section 7, Phase D, Part 1, a subdivision of record in Plat Cabinet 2, Slides 794-794A, 794B and being the northwesterly corner of said 4.008 acre tract;

Thence, South 86°14'29" East, with said southerly right-of-way line and with the northerly line of said 4.008 acres, a distance of 134.96 feet to a rebar set at the TRUE PLACE OF BEGINNING;



Thence, from said TRUE PLACE OF BEGINNING, South 86°14'29" East, with said southerly right-of-way line and with the northerly line of said 4.008 acres, a distance of 258.09 feet to a rebar set;

Thence, crossing said 4.008 acres, the following nine courses and distances:

- 1. South 03°43'33" West, a distance of 165.87 feet to a rebar set;
- 2. North 86°14'24" West, a distance of 28.99 feet to a rebar set;
- 3. South 03°42'54" West, a distance of 43.29 feet to a rebar set;
- 4. North 86°14'24" West, a distance of 297.18 feet to a rebar set;
- 5. North 03°45'31" East, a distance of 21.48 feet to a rebar set;
- 6. With the arc of a curve to the right, having a radius of 44.00 feet, a delta angle of 50°47'06", an arc length of 39.00 feet and a chord that bears North 29°09'04" East for a chord distance of 37.74 feet to a rebar set;
- 7. With the arc of a curve to the left, having a radius of 77.00 feet, a delta angle of 50°47'06", an arc length of 68.25 feet and a chord that bears North 29°09'04" East for a chord distance of 66.04 feet to a rebar set;
- 8. North 03°45'31" East, a distance of 10.80 feet to a rebar set:
- 9. With the arc of a curve to the right, having a radius of 194.50 feet, a delta angle of 20°25'18", an arc length of 69.32 feet and a chord that bears North 13°58'10" East for a chord distance of 68.96 feet to a rebar set;

Thence, with the arc of a curve to the left, having a radius of 34.50 feet, a delta angle of 31°52'49", an arc length of 19.20 feet and a chord that bears North 40°07'13" East for a chord distance of 18.95 feet to the TRUE PLACE OF BEGINNING.

All rebar's set are 5/8 inch, 30 inches long (w/ "BMLS-7980" cap).

Being 1.376 acres out of Auditor's Parcel #31924001031012, creating a remainder of 2.632 acres.

Bearings are based on South 86°14'29" East, as given for the centerline line of Home Road in the Plat of Dedication for Sawmill Parkway, of record in Plat Cabinet 2, Slide 636.

All references are to records of the Recorder's Office, Delaware County, Ohio.

PARCEL II:

TOGETHER WITH the Non-exclusive Easement rights as set forth in "Declaration of Easements and Provision for the General Maintenance of Common Areas, Streets, and Utility Services" of record in Official Record 682 Page 1620, as amended in Official Record 702 Page 644 which was restated in "Restatement of First Amendment to Declaration of Easements and Provision for the General Maintenance of Common Areas, Streets, and Utility Services" of record in Official Record 705 Page 2537, Recorder's Office, Delaware County, Ohio.

PARCEL III:

TOGETHER WITH the Non-exclusive easements as contained within the Declaration of Easements of record in Official Record 1275 page 2720 as amended by Official Record 1308 page 2624.



COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

File No.: 01032-25368

The following are the requirements to be complied with:

- 1. Show that restrictions or restrictive covenants have not been violated.
- 2. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be issued.
- 3. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
- 4. Pay all general and special taxes now due and payable.
- 5. Record instrument conveying or encumbering the estate or interest to be insured, briefly described:
 - a. Proper Deed from J. Bentley Property, LLC, an Ohio Limited Liability Company, to SMB International, Inc., an Ohio corporation.
 - b. Proper Mortgage, if applicable, from SMB International, Inc., an Ohio corporation to Lender to be determined.
- 6. The deed specified requires approval of the Delaware County Engineer's Office.
- 7. The Company requires for its review satisfactory copy of the "Articles of Organization," the Operating Agreement and the regulations of the limited liability company, any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents.
- 8. Cancellation and release of record of the following liens:
 - a. Mortgage from J. Bentley Property LLC to Dennis Grogan, filed June 8, 2017 of record in Official Record 1507 Page 463, to secure the original amount of \$130,545.97, and all other obligations secured thereby.

NOTE: The Company may make other requirements or take further Schedule B exceptions upon its review of the proposed documents creating the estate or interest to be insured or upon its otherwise ascertaining details of the transaction.



COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

File No.: 01032-25368

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

- 1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- 2. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or any overlapping of improvements or other boundary or location disputes (can be eliminated or amended in mortgagee's policy upon proper evidence being furnished).
- 3. Rights or claims of parties in possession, and not of record in the public records.
- 4. Liens for labor, services or materials or claims to same which are not of record in said records.
- 5. Any roadway easement, similar or dissimilar, on, under, over or across said property, or any part thereof and not of record in said records.
- 6. Taxes and assessments for the current year and subsequent installments, which are a lien, not yet due and payable.
- 7. Tax information as to:

Parcel Number: 319-240-01-031-012 - 2.632 Acres

Property Address: Home Road

Prior delinquent taxes in the amount of \$11,561.31.

Prior delinquent Liberty Community Infrastructure Ongoing Special Assessments in the amount of \$532.14.

Taxes for the first half of 2016, in the amount of \$8,185.76, are paid.

Liberty Community Infrastructure Ongoing Special Assessment for the first half of 2016, in the amount of \$1,038.43, is paid.

Taxes for the second half of 2016, in the amount of \$8,185.76, which are due in July, 2017, plus penalty in the amount of \$818.58, have been partially paid, making the total amount now due and payable \$8,116.06. Liberty Community Infrastructure Ongoing Special Assessment for the second half of 2016, in the amount of \$1,038.43, which are due in July, 2017, plus penalty in the amount of \$103.84 making the total amount now due and payable \$1,142.27.

Assessed Values: Land \$202,620.00; Building \$0.00; Total \$202,620.00 2017 Uncertified Values: Land \$201,290.00; Building \$0.00; Total \$201,290.00

NOTE: The total amount due is \$21,484.77 (good through November 30, 2017).

- 8. Any inaccuracy in the specific quantity of acreage contained on any survey, or contained within the legal description of premises insured herein.
- 9. Title to that portion of the property within the bounds of any roads or highways.
- Reservations, restrictions, covenants, limitations, easements, and/or other conditions as shown on recorded plat, <u>Official Record 702 Page 552</u> and Affidavit filed in <u>Official Record 705 Page 2540</u>, of the county records.
- 11. Master Declaration of Covenants, Easements, Conditions and Restrictions for Golf Village Subdivision, of record in Official Record 76 Page 1894.

First Amendment of record in Official Record 82 Page 120;



COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

Second Amendment of record in Official Record 96 Page 2639; Third Amendment of record in Official Record 106 Page 1828;

Fourth Amendment of record in Official Record 120 Page 1546;

Further Amended of record in Official Record 217 Page 1628;

Seventh Amendment of record in Official Record 1351 Page 198.

- 12. Right-of-Way Easement granted to Del-Co Water Company, Inc. of record in Official Record 1275 page 2716.
- 13. Subject to the easements as contained within the Declaration of Easements of record in Official Record 1275 page 2720 as amended by Official Record 1308 page 2624.
- 14. Easement & Right of Way granted to Ohio Power Company of record in Official Record 1305 page 2273.
- 15. Subject to the Easement rights as set forth in "Declaration of Easements and Provision for the General Maintenance of Common Areas, Streets, and Utility Services" of record in Official Record 682 Page 1620, as amended in Official Record 702 Page 644 which was restated in "Restatement of First Amendment to Declaration of Easements and Provision for the General Maintenance of Common Areas, Streets, and Utility Services" of record in Official Record 705 Page 2537, Recorder's Office, Delaware County, Ohio.
- 16. Easement granted to Columbus and Southern Ohio Electric Company of record in Deed Book 266 Page 564.
- 17. Easement granted to Del-Co Water Co. Inc. of record in Deed Book 405 Page 343.
- 18. Easement granted to Columbia Gas of Ohio, Inc. of record in Deed Book 662 Page 835.
- 19. Easement granted to Columbus Southern Power Company of record in Official Record 182 Page 1392.
- 20. Right of Way Easement granted to Del-Co Water Company, Inc., of record in Official Record 687 Page 715.
- 21. Easement and Right of Way granted to Columbus Southern Power Company, of record in Official Record 723
 Page 1490.
- 22. Easements and conditions, as per recorded plat filed as Sawmill Parkway Dedication of Right of way from Seldom Seen Road to Home Road, of record in Plat Cabinet 2 Slide 636.

As amended of record in Plat Cabinet 2 Slide 651;

As further amended of record in Plat Cabinet 2 Slide 662;

As further amended of record in Plat Cabinet 2 Page 693;

As further amended of record in Plat Cabinet 2 Page 732.

23. Reservations, restrictions, covenants, limitations, easements, assessments, and/or other conditions of record in Official Record 82 Page 171.

As supplemented of record in Official Record 120 Page 1552;

Certificate filed of record in Official Record 87 Page 1003;

As further amended of record in Official Record 246 Page 506;

Certificate filed of record in Official Record 246 Page 503;

As referenced in Official Record 763 Page 1742.

- 24. Mortgage from 6614 McCrae LLC and Pryor Properties, LLC and Ronald P. Davis, tenants-in-common, to The First Bexley Bank, filed May 16, 2014 of record in Official Record 1286 page 1, to secure the original amount of \$2,734,400.00, and all other obligations secured thereby. (as to Parcel II)
- 25. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas,



COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Billey Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?				
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No				
For our marketing purposes— to offer our products and services to you.	Yes	No				
For joint marketing with other financial companies	No	We don't share				
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company	Yes	No				
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share				
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.				
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share				

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 01032-25368 Page 1