

CITY OF POWELL

PLANNING AND ZONING COMMISSION (P&Z) ADMINISTRATIVE REVIEW APPLICATION



ALL ITEMS ON THIS APPLICATION MUST BE COMPLETED.

Application Fee: \$300.00
Per Fee Ordinance 2018-48

Applicant: SignAffects Ltd.

Address/City/State/Zip: 10079 Smith Calhoun Rd. Plain City, OH 43064

Email Address: Admin@signaffects.com

Phone No: 614-819-4000 Cell Phone No: Fax No:

Property Owner: Pulte Homes of Ohio

Address/City/State/Zip: 475 Metroplace S., Dublin, OH 43017

Email Address:

Phone No: Cell Phone No: Fax No:

Architect/Designer for Applicant: (same / SignAffects)

Address/City/State/Zip:

Email Address:

Phone No: Cell Phone No: Fax No:

Property Address: 4448 Ruppert Trk. Powell 43065

Lot Number/Subdivision: Carpenters Mill Existing Use: Model Home Proposed Use: Model Home

Reason for Administrative Review (attach necessary documents): Requesting larger signage at the model home than what the code currently allows, along with a off-premise sign that is on a Pulte-leased parcel.

Checklist:

- ☐ Attach **5 copies** of plot plan as well as any other drawings or written material that will help the Administration and Commission understand the nature of the proposal.
- ☐ **1 digital copy** (CD, USB, Email) of the complete application packet.
- ☐ Attach the required fee - \$300.00 for an Administrative Review
- ☐ Post a public notice sign at least (10) days prior to a public hearing or public meeting, pursuant to ordinance 1107.035. Public notice sign details found [here](#).

(SEE OVER)

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: 2/4/19

Office Use
Received

Office Use
Type/Date: <u>CR 2055 2/4/19</u>
Base Fee: <u>\$300.00</u>
Prepared by: _____
Reviewed by: _____
PAYOR: <u>Sign Affects Ltd</u>
RECIEPT # <u>1941</u>

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

SIGN LICENSE AGREEMENT

STEITZ ROAD AT HOME ROAD

THIS SIGN LICENSE AGREEMENT (this "Agreement") is made and entered into as of the day of _____, 2019, by and between GOLF VILLAGE PROPERTY OWNERS ASSOCIATION INC., an Ohio non-profit corporation, located at 3755 Attucks Drive, Powell, OH 43065 ("Golf Village"), and PULTE HOMES OF OH LLC, a Michigan limited liability company ("Pulte"), located at 475 Metro Place S. Suite 200, Ohio 43017.

IN CONSIDERATION of the mutual promises and covenants contained herein, Golf Village and Pulte agree as follows:

1. SIGN: Subject to the terms and conditions set forth herein, Golf Village grants to Pulte a temporary license to advertise on the property owned or controlled by Golf Village, being located on Steitz Road, Powell, OH 43065 on Parcel Number 319-240-10-006-000 and depicted on Exhibit A attached hereto (the "Sign"). Such advertising shall be in the form of a sign (the "Sign") attached hereto as Exhibit B. Golf Village hereby consents to and approves the details of the Sign as per Exhibit B.
2. TERM: The initial term of this Agreement shall be for a period of one (1) year, commencing with the execution of this Agreement. Pulte may elect to renew the term of this Agreement for one (1) additional year, as provided in Paragraph 3 below.
3. RENT: For the initial term of this Agreement, Pulte agrees to pay Golf Village rent in the amount of \$300 per month. Payment of such rent shall be made to Golf Village upon acceptance hereof. In the event that Pulte desires to renew the term of this Agreement, prior to expiration of the initial term Pulte shall pay Golf Village rent in the amount of \$300 per month and the term of this Agreement shall be renewed for one (1) additional year. In the event that the Sign is required to be taken down during the term of this Agreement for any reason unrelated to the actions of Pulte, Golf Village shall refund rent to Pulte on a pro rata basis for the portion of the initial term or renewal term then remaining.
4. USE OF PROPERTY: Pulte shall use the Sign for advertisement of its residential project known as "Carpenters Mill." The content and design of such advertisement shall be subject to Golf Village's approval, which approval shall not to be unreasonably withheld. The initial content and design is attached as Exhibit B and is hereby approved. During the term of this Agreement, Pulte shall be responsible for maintenance and repair of the Sign which shall be kept in good repair at all times. Pulte shall also be responsible for obtaining and maintain all necessary approvals and permits for the Sign, including but not limited to a sign permit from the city of Powell. Upon expiration of the term of this Agreement, the Sign shall be removed, and the property returned to Golf Village in substantially the same condition as existed upon the commencement of this Agreement, normal wear and tear excepted.

5. ASSIGNMENT: Pulte shall not assign or sublet this Agreement without first obtaining the written consent of Golf Village. This Agreement shall be binding and inure to the benefit of the heirs, executors and administrators of Pulte and the successors and assigns of Golf Village.
6. INSURANCE LIABILITY: Pulte agrees to indemnify, defend and hold Golf Village harmless from any claims, liabilities, costs and expenses accruing from the exercise of any rights granted to Pulte under this Agreement.
7. UTILITIES/TAXES: In the event that the Sign is lighted, Pulte shall pay all electric bills incurred in connection with the same during the term of this Agreement. Golf Village shall pay all real estate taxes and assessments due for the premises on which the Sign is located.
8. DEFAULT: In the event Pulte defaults under the terms of this Agreement, Golf Village may revoke this Agreement and remove Pulte's advertisement from the Sign. These remedies shall in no way limit or restrict other remedies in law or equity available to Golf Village upon nonpayment by Pulte.

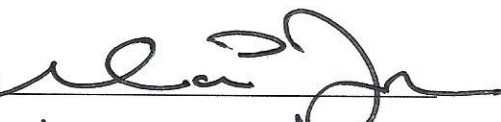
IN TESTIMONY WHEREOF, Pulte and Golf Village have caused this Agreement to be signed on the day and year above written.

GOLF VILLAGE:

GOLF VILLAGE PROPERTY OWNERS
ASSOCIATION

By: _____

Its: _____


MANAGING AGENT

PULTE:

PULTE HOMES OF OH LLC

By: _____

Its: _____

Wendy Innocenti
Marketing Manager

EXHIBITS:

Exhibit A – Delaware County Parcel Number 319-240-10-006-000
Exhibit B - Depiction of Sign

SPECIFICATIONS SHEET

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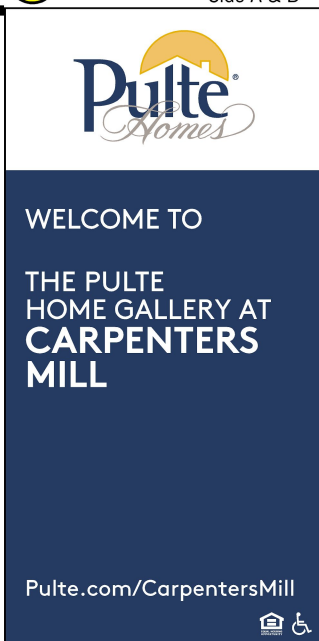
Carpenters Mill Model Home Signs

Address: 4448 Ruppert Trail Powell OH. 43065

Size/Mounting:

A

Side A & B



72"
Max Height

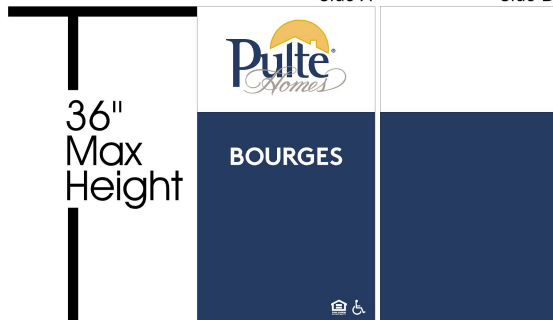
36"
In Ground

Size:
H-72" x W-36"
Sq.Ft: 18
Sides: Two
ROW: 6.5'

B

Side A

Side B



36"
Max Height

Size:
H-36" x W-20"
Sq.Ft: 5
Sides: Two
ROW: 20'

C

Side A

Side B



42"
Max Height

Size:
H-42" x W-20"
Sq.Ft: 5.8
Sides: Two
ROW: 4'

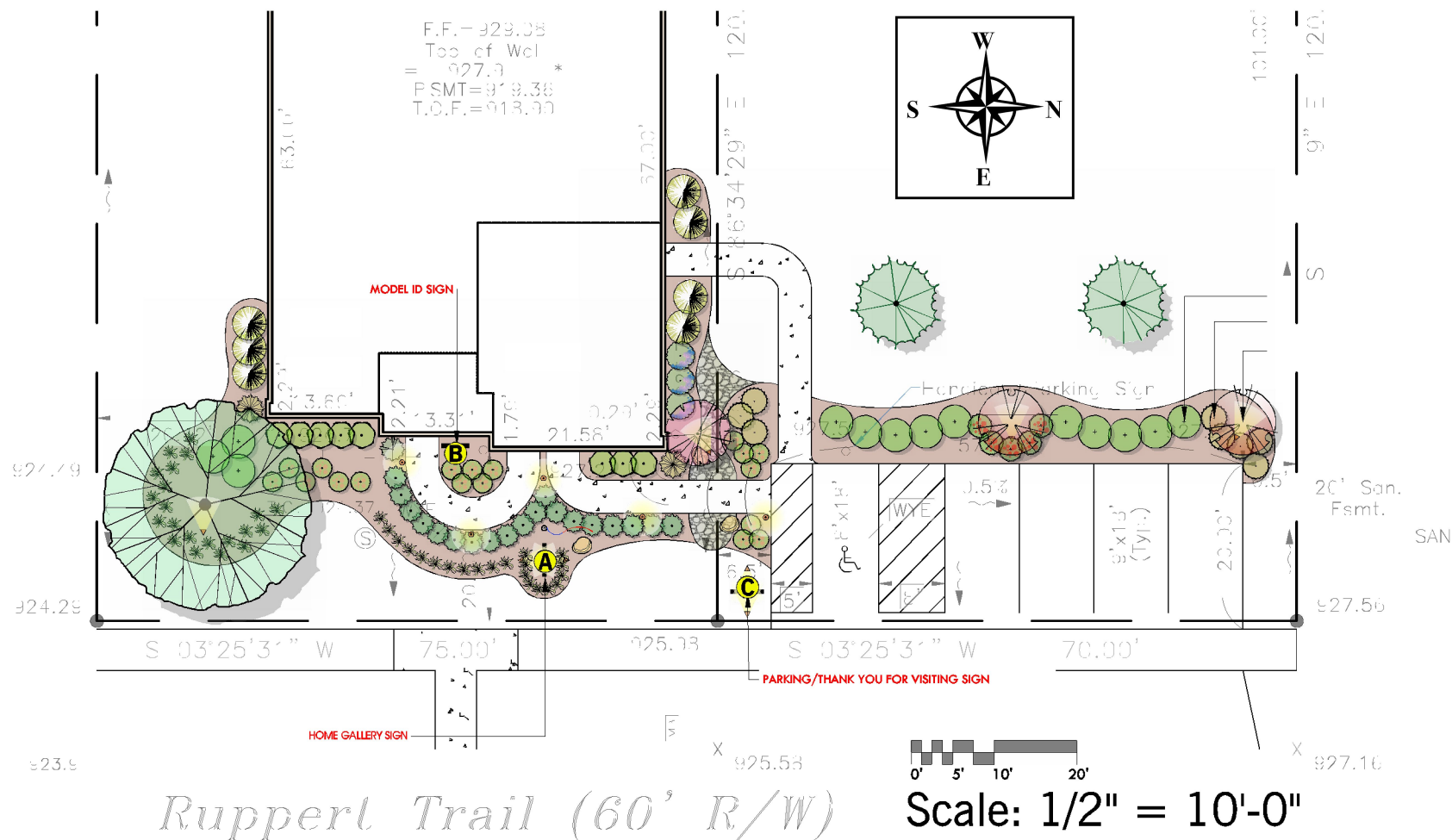
Material: Aluminum cabinet with (2) aluminum 4"x2" posts. per sign

Mounting:
36" ground pea gravel.

Colors:
Gold, Blue & White

2/3

Address:4448 Ruppert Trail Powell OH. 43065



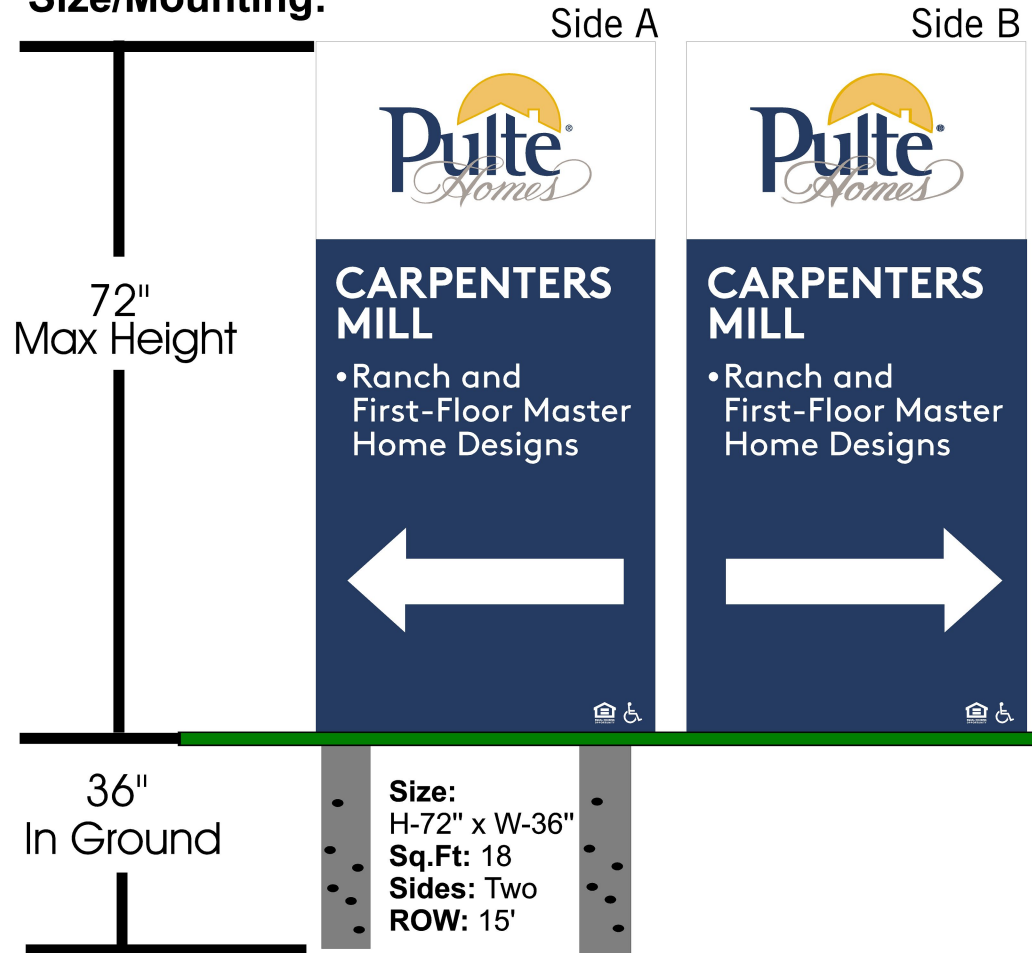
SPECIFICATIONS SHEET

3/3

Carpenters Mill Directional Sign

Address: SE corner of Home Rd. and Steitz RD.

Size/Mounting:



Material: Aluminum cabinet with (2) aluminum 4"x2" posts

Mounting:
36" ground pea gravel.

Colors:
Gold, Blue & White

PROPOSED SIGN LOCATION:

