

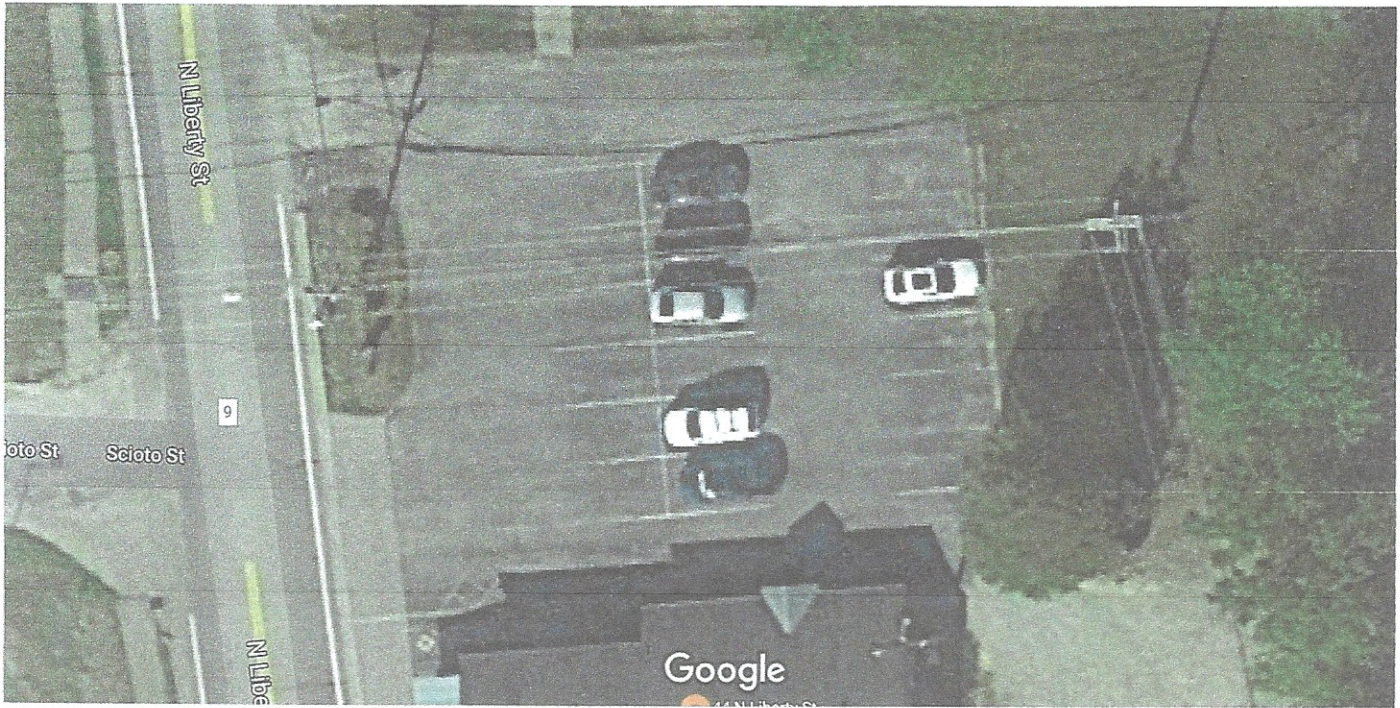
Google Maps 44 N Liberty St



Map data ©2021 , Map data ©2021 20 ft



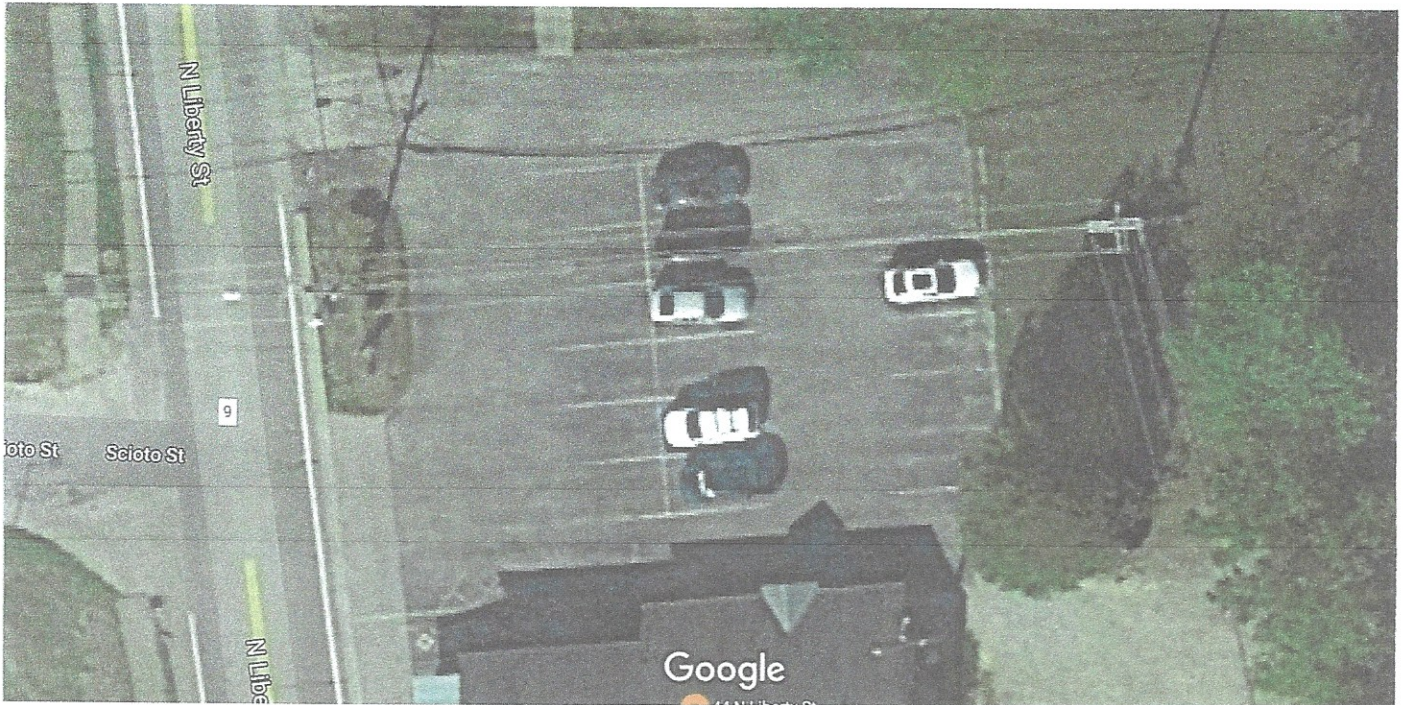
Google Maps 44 N Liberty St



Map data ©2021 , Map data ©2021 20 ft



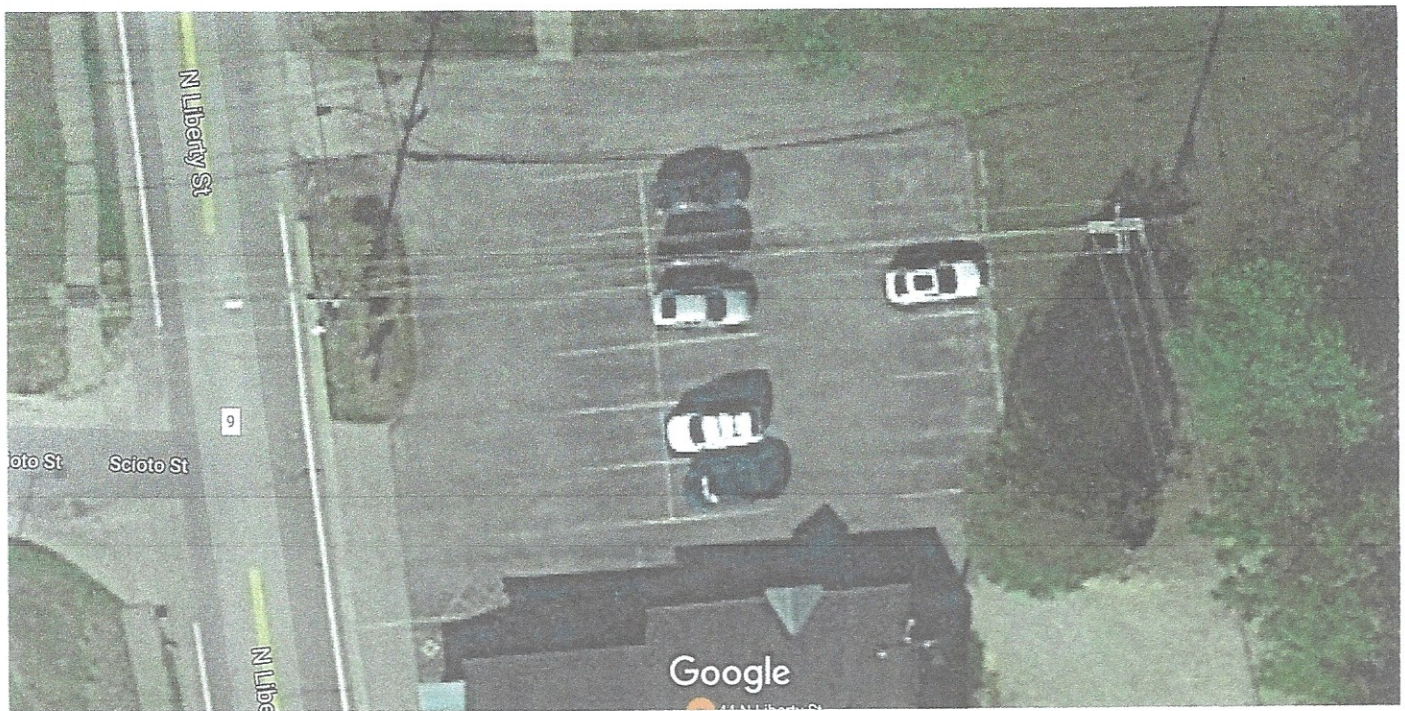
Google Maps 44 N Liberty St



Map data ©2021 , Map data ©2021 20 ft



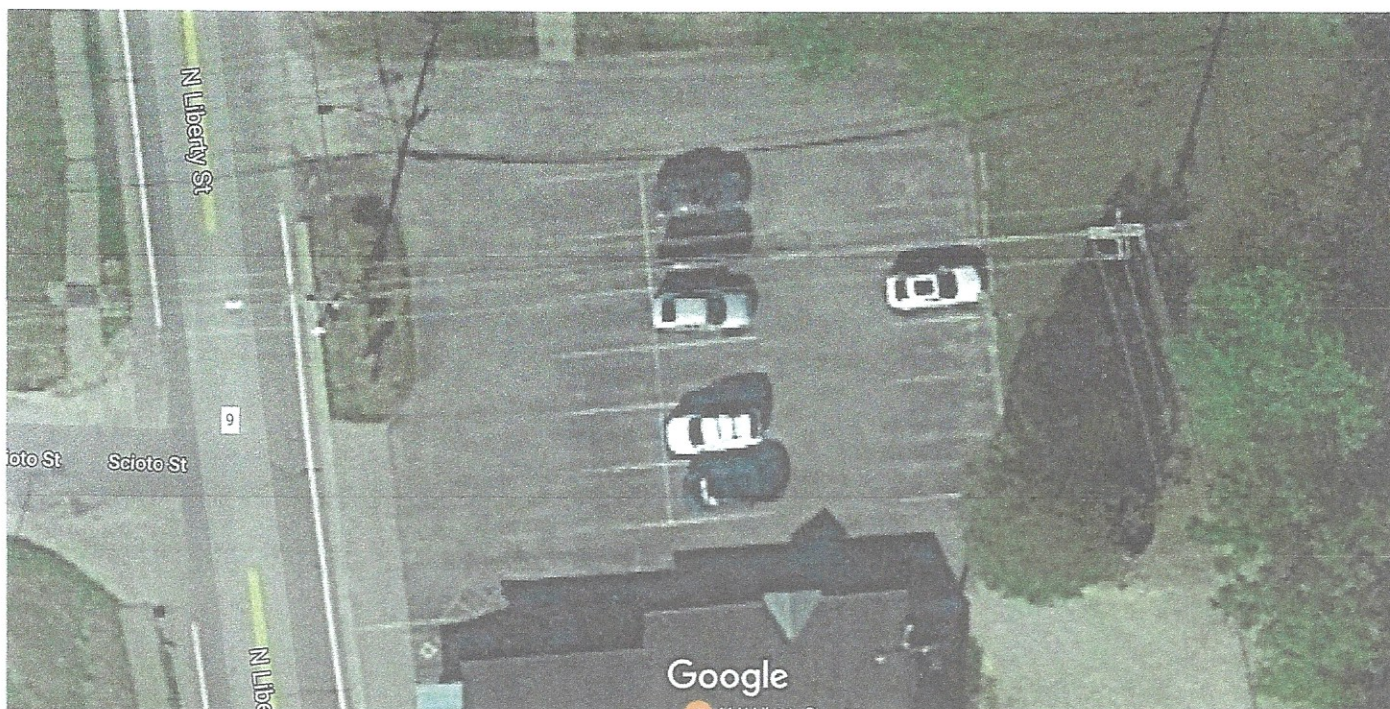
Google Maps 44 N Liberty St



Map data ©2021 , Map data ©2021 20 ft



Google Maps 44 N Liberty St



Map data ©2021 , Map data ©2021 20 ft



# The Hessenauer Corporation

Commercial Realtors

[info@hessenauer.com](mailto:info@hessenauer.com)

[www.hessenauer.com](http://www.hessenauer.com)

## PARKING PLAN

8 North Liberty Street

in

POWELL, OHIO 43065





# The Hessenauer Corporation

Commercial Realtors

---

info@hessenauer.com

www.hessenauer.com

## Updated Information

Thank you for all of your effort in reviewing our previous application and our latest updated application. The staff at the City of Powell has been most helpful in guiding us through the process. Also, the members of the commission have spent considerable time reviewing our application and we are very thankful for that. While we have had our differences, it is clear you are looking out for the good of the City of Powell and your recommendations have been helpful. We have made every attempt to follow these recommendations in making our restaurant owner available at the planning and zoning meeting and ordering a parking study and having the author of the study available at the meeting as well.

Since our last submission, we have made an important addition to our plan.

We have hired a parking study to be performed by Williams-Shepherd Architects. The study was just completed and follows in full.

Our tenant, the owner of Oishii Restaurant will also be at the meeting to be available to answer details about their business. Also, as mentioned, the author of the study performed by Williams-Shepherd Architects, will be available as well.



**PARKING ANALYSIS FOR NEW RESTAURANT**

**OISHII SUSHI**

**8 NORTH LIBERTY STREET POWELL OHIO 43065**



1500 West 3rd. Avenue, Suite 326  
Columbus Ohio 43212  
614-761-0881



The current building space (1909 sf) for the new restaurant housed a Jeni's Ice Cream Shop. The existing site has 4 parking spaces on the site. The Building Owner also has an agreement with the City of Powell to have access to 12 public parking spaces at 44 North Liberty Street.

#### **HOURS OF OPERATION**

11:00 am to 9:00 pm Monday thru Sunday

#### **OCCUPANCY**

Employees: 5 employees  
Customers: 8 Tables X 4 seats = **32** + 4 seats at Bar = **36 seats**

#### **CUSTOMER DIRECTED PARKING LOCATIONS:**

The Restaurant web site will direct customers to the option of Valet parking, Site parking, or Public parking locations at 44 North Liberty Street.

#### **VALET PARKING:**

The restaurant owner will have dedicated employees to handle the customers Valet needs and will be set up in the alley on site behind the building. Once the site spaces are filled, the use of the public spaces will be used.

#### **EXISTING PATIO:**

At this time there will be no exterior seating.

#### **PARKING REQUIREMENTS**

Eat-in restaurants:	one per three seats	$36 \text{ seats} / 3 =$	12 spaces required
	One per each two employees	$5/2 =$	3 spaces required
	Total required		15 spaces
	Providing		<b>16 Spaces</b>

**Note:** for Eat-in Restaurants, a minimum of 25 spaces are required. The building owner is requesting that only the requirement of 15 spaces be met due to the restaurant being in the downtown historic district.

# The Hessenauer Corporation

## Commercial Realtors

---

info@hessenauer.com

www.hessenauer.com

### Background Information

GB 8 North Liberty, LLC purchased the building located at 8 North Liberty Street in Powell, Ohio 43065 on May 1, 2014. At that time the leases with Jeni's Splendid Ice Cream and Cutler Real Estate were assigned to the buyer. Another space was vacant at the time of sale and this space was subsequently leased to First Impressions Dental Assisting, Inc. In addition, the lease with the City of Powell for the land located at 44 North Liberty Street was assigned to the buyer. This lease was for additional parking and is attached to this parking plan.

### Lease Information

The lease for the parking lot at 44 North Liberty is on the following pages. It ends on the last day of December, 2020. We would like to extend this lease and continue it on the same terms and conditions. The lease provided us with 12 parking places, although we have used only four. We would now like to use the 12 places provided for in the lease and renew the lease for an additional 10 year period. Under the terms of the lease we are responsible for maintaining the lot. We plan to seal and stripe the lot in the Spring of 2021 and then periodically, every 3 to 5 years, as needed. Also, the lease calls for valet parking to be provided if a restaurant operates out of the building. Our tenant has agreed to this and will provide valet parking.

We have signs on our building showing that we have parking available at 44 North Liberty Street. Also, there are additional signs at the entrance to the lot at 44 North Liberty and signs showing specifically where the parking spots are. Photos of these signs are as follows:



# The Hessenauer Corporation

Commercial Realtors

[info@hessenauer.com](mailto:info@hessenauer.com)

[www.hessenauer.com](http://www.hessenauer.com)

## PHOTOGRAPHS



6100 Memorial Drive, Suite 200. Dublin, Ohio 43017. Phone: (614) 764-2211



# The Hessenauer Corporation

Commercial Realtors

[info@hessenauer.com](mailto:info@hessenauer.com)

[www.hessenauer.com](http://www.hessenauer.com)

## PHOTOGRAPHS





# The Hessenauer Corporation

Commercial Realtors

[info@hessenauer.com](mailto:info@hessenauer.com)

[www.hessenauer.com](http://www.hessenauer.com)

## PHOTOGRAPHS



6100 Memorial Drive, Suite 200. Dublin, Ohio 43017. Phone: (614) 764-2211

# The Hessenauer Corporation

## Commercial Realtors

---

info@hessenauer.com

www.hessenauer.com

### New Tenant Information

It was unfortunate that Jeni's Splendid Ice Cream decided to shut down their Powell location due to the pandemic. However, we were fortunate to find a national restaurant operator to lease the space. Xuegong Chen owns 49 Sushi restaurants nationwide and signed a 10 year lease for 8 North Liberty Street to open a gourmet Sushi restaurant. His restaurants are doing very well, even in the midst of the pandemic as they are taking advantage of current trends toward healthy foods. Their most well known restaurant is a fast casual brand known as Poke Bros. They have 3 locations in Columbus and more than 40 across the United States. In addition, they operate gourmet Sushi restaurants in select locations and they have chosen this Powell location to be a gourmet Sushi restaurant.

### Summary

We would like to renew our current lease with the City of Powell for the lot at 44 North Liberty Street and use the allotted 12 spaces for our tenants. We will maintain the parking lot and sealing and striping will be done this Spring. Valet parking will be provided whenever the restaurant is open. The new Sushi restaurant will be very beneficial to Powell, bringing an international flavor to the most visible intersection in Powell and providing local residents and visitors a new dining option and delicious and healthy gourmet meals.

The current lease follows. Thank you very much for your consideration.



## PARKING AGREEMENT

This Parking Agreement ("Agreement") is made as of the 13<sup>th</sup> day of March, 2008, between the City of Powell, an Ohio municipal corporation ("POWELL") and 8 N. Liberty St., LLC, an Ohio limited liability company ("COMPANY").

### Background Information

- A. POWELL owns real property located at 44 N. Liberty Street, Powell, Ohio (the "Property"), which is comprised of three separate parcels being identified by the Delaware County Auditor's Office as Parcel No. 31942513067000 (the "Parking Lot"), 31942513066000 (the "Expansion Lot") and 3194251306500 (the "Church Lot") which are depicted on the map attached hereto as Exhibit "A" and is hereby incorporated by reference.
- B. COMPANY desires to have a number of the parking spaces located on the Parking Lot designated as "Reserved Spaces" for the sole and exclusive use of customers and/or employees of the tenants of the COMPANY's or its affiliates.
- C. POWELL and COMPANY desire to enter into this Agreement in order to provide COMPANY designated parking spaces in the Parking Lot for the purposes described in Paragraph B above, upon and subject to the terms, conditions, and covenants contained in this Agreement.

### Statement of Agreement

The parties hereby acknowledge the accuracy of the above "Background Information" and hereby agree as follows:

§1. COMPANY's Parking Rights. Upon occupancy of COMPANY's building at 8 N. Liberty Street ("Company Building"), POWELL hereby grants to COMPANY the exclusive parking rights to those certain 12 existing spaces in the Parking Lot designated on Exhibit A as the "Reserved Spaces" for the exclusive use by customers and/or employees of tenant of COMPANY's or its affiliates. In consideration of POWELL's reserving parking spaces for COMPANY's use, COMPANY shall construct, equip and maintain a patio at the building located 8 N. Liberty Street, as depicted on the diagram attached hereto as Exhibit B and incorporated herein by reference. In the event that a restaurant with table service becomes a tenant or user at 8 N. Liberty Street, the patio shall be reserved exclusively for use by patrons of such restaurant located at 8 N. Liberty Street. Otherwise, the patio shall be available for use by the general public. POWELL hereby grants to COMPANY the license and right to occupy such road right-of-way as is shown on Exhibit B as being occupied by the patio, which license and right shall survive the expiration of termination of this Agreement.

Notwithstanding anything to the contrary stated herein, the Reserved Spaces shall be

available to the general public during the Powell Festival, the Summer Concert Series, Downtown Street Markets and other City- or HDP Inc.-sponsored community events. The availability to the general public shall be indicated by bagging of the "Reserved Parking" signs or other appropriate means, such measure to be taken by Powell at the appropriate time. COMPANY shall not be responsible for bagging the Reserved Parking signs.

COMPANY shall submit a parking plan to POWELL showing a detailed layout of the parking lot and the Reserved Spaces and, after approval by POWELL, COMPANY shall undertake any necessary sealing and/or restriping of the parking lot, marking of the Reserved Spaces and installation of any applicable signage identifying the Reserved Spaces in accordance with the approved parking plan. COMPANY shall maintain the parking lot, including the Reserved Spaces, with the exception of snow and ice removal, which shall be the responsibility of POWELL and which shall be performed within 24 hours of when the Powell Service Department is called out for snow removal. COMPANY shall be responsible for the periodic sealing and/or restriping of the Parking Lot during the term of this Agreement.

§2. COMPANY's Right to Construct Additional Spaces. COMPANY shall have the right, at COMPANY's option, to construct additional parking spaces on the Expansion Lot at COMPANY's sole cost and expense, and POWELL shall similarly designate such additional parking spaces as "Reserved Spaces" for use by customers and/or employees of tenants of COMPANY's and its affiliates.. Any development of new parking spaces by COMPANY shall be undertaken in accordance with the following provisions:

- (i) COMPANY shall, at its sole cost and expense, obtain all necessary permits and approvals and comply with all applicable laws, ordinances, codes, and regulations.
- (ii) All of the COMPANY's work shall be performed in a good and workmanlike manner consistent with industry standards for similar work in the Central Ohio area and in accordance with the requirements of the Agreement.
- (iii) All of the work shall be performed at COMPANY's sole risk and cost.
- (iv) COMPANY shall not permit any mechanic's liens or other liens or encumbrances to be filed or placed against the Property in connection with or related to the work. If any such lien or encumbrance is filed or placed against the Property, then COMPANY shall cause such lien or encumbrance to be discharged or otherwise secured to POWELL's complete satisfaction within thirty (30) days after the sooner of notice to the COMPANY of the filing or placement of such lien or encumbrance on the Property or the termination of this Agreement.
- (v) Company shall not be required to construct any more parking spaces in the



Expansion Lot than as deemed necessary by the COMPANY in its sole discretion. All spaces constructed by COMPANY shall be deemed Reserved Spaces.

§3. Satisfaction of Parking Requirements. Based upon Planning and Zoning Commission's determination at its meeting on December 12, 2007, in addition to the reserved spaces identified herein, the COMPANY shall provide a valet parking plan to the City Zoning Administrator for approval prior to the approval of a Zoning Certificate for a "full-service, sit down, drinking and/or eating establishment" as a user of the building. The valet parking plan along with this Parking Agreement is sufficient to satisfy the condition of the COMPANY's final development plan approval. The parties hereby acknowledge and agree that the COMPANY, by securing the Reserved Spaces as provided for herein, along with the valet parking plan, has met the parking requirements stated in the Final Development Plan Text dated June 6, 2007 (as approved by the Powell Planning and Zoning Commission on June 13, 2007 and approved by the Powell City Council on July 17, 2007 pursuant to ordinance 2007-34) to the satisfaction of Powell's Planning and Zoning Commission and has a sufficient quantity of available parking to conduct operations from Company's Building as a "full service, sit down, drinking and/or eating establishment".

§4. Easement for Additional Signage. During the term of this Agreement, Company shall have the right to install, and POWELL hereby grants the COMPANY an easement to install and maintain a sign on the Parking Lot along Liberty Street, directing and indicating to motorist the location of the Reserved Spaces. Said sign shall be constructed and installed at COMPANY's sole cost and expense and POWELL and COMPANY shall mutually agree on the location and design of the sign.

§5. POWELL Construction of Scioto Street Extension. POWELL shall have and retain the right to construct the Scioto Street Extension on the Property in POWELL's sole discretion. In the event that POWELL determines to construct the Scioto Street Extension during the term of this Agreement, and construction of such extension affects the Reserved Spaces, the parties agree to negotiate in good faith to identify 12 spaces in the reconfigured Parking Lot to replace any Reserved Spaces lost to the Scioto Street Extension, and to enter into an addendum to this Agreement to such effect.

POWELL shall also have and retains the right to use and enjoy the building and remaining parking spaces located at 44 N. Liberty Street for lease to tenant and/or use by the general public.

§6. Indemnification. Except as set forth in the last paragraph of this section, COMPANY shall indemnify and hold POWELL harmless from and against all liabilities, losses, damages, injuries, costs, and expenses, including attorneys' fees, caused by or related to any of the following by COMPANY, or its agents and representatives:

- (a) Work to create and/or use of the "Reserved Spaces" by motorists as described in §1;
- (b) Construction of and/or use of additional "Reserved Spaces" by motorists as described in §2; or
- (c) Failing to perform or observe any other obligation or condition to be performed or observed by COMPANY under this Agreement.

§7. Default. If COMPANY fails to fully perform or observe any obligation or condition of this Agreement to be performed or observed by it and fails to correct such default to POWELL's reasonable satisfaction within twenty (20) days after written notice thereof is received by COMPANY from POWELL, or in the event COMPANY initiates such cure with said time period and diligently pursues such cure to completion where COMPANY can not reasonably complete any required cure within the stated 20 day period, then POWELL may terminate this Agreement at any time thereafter by giving written notice of termination to COMPANY, and COMPANY's rights and interests under this Agreement shall immediately thereupon cease and terminate.

§8. Term of Agreement. This Agreement shall take effect upon the later date set forth below and will remain effect until December 31, 2020, subject to §5 herein.

§9. Recording. COMPANY may at its sole cost and expense record this instrument with the records of the county recorder of Delaware County.

§10. Miscellaneous. The rights and obligations of the parties under this Agreement shall be construed and resolved in accordance with the laws of the State of Ohio. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of the parties. This Agreement may be executed in one or more separate counterparts, which, when read together, shall be as fully-effective as a single, executed counterpart.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, representatives or agents as the date set forth below.



CITY OF POWELL

8 N. LIBERTY ST., LLC

Steve Lutz

Matt Stavroff

By: Steve Lutz

By: Matt Stavroff

Its: City Manager

Its: Managing member

Date: 3/13/08

Date: 3/3/08

STATE OF OHIO

: SS

COUNTY OF DELAWARE :

BE IT REMEMBERED that on the 13<sup>th</sup> day of March, 2008 before me, the subscriber, a Notary Public in for said county and state, personally appeared Steve Lutz, the City Manager of the CITY OF POWELL, who acknowledged the signing of the same to be his voluntary act and deed and that of the City of Powell.

IN TESTIMONY WHEREOF, I have hereunder subscribed my name and affixed my seal on this day and year aforesaid.

S. D. Ross  
Notary Public



STATE OF OHIO

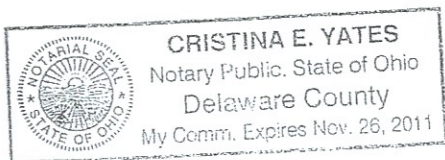
: SS

COUNTY OF FRANKLIN :

BE IT REMEMBERED that on the 3<sup>rd</sup> day of March, 2008 before me, the subscriber, a Notary Public in for said county and state, personally appeared Matt Stavroff, the Manager of 8 N. Liberty St., LLC, who acknowledged the signing of the same to be his voluntary act and deed and that of the COMPANY.

IN TESTIMONY WHEREOF, I have hereunder subscribed my name and affixed my seal on this day and year aforesaid.

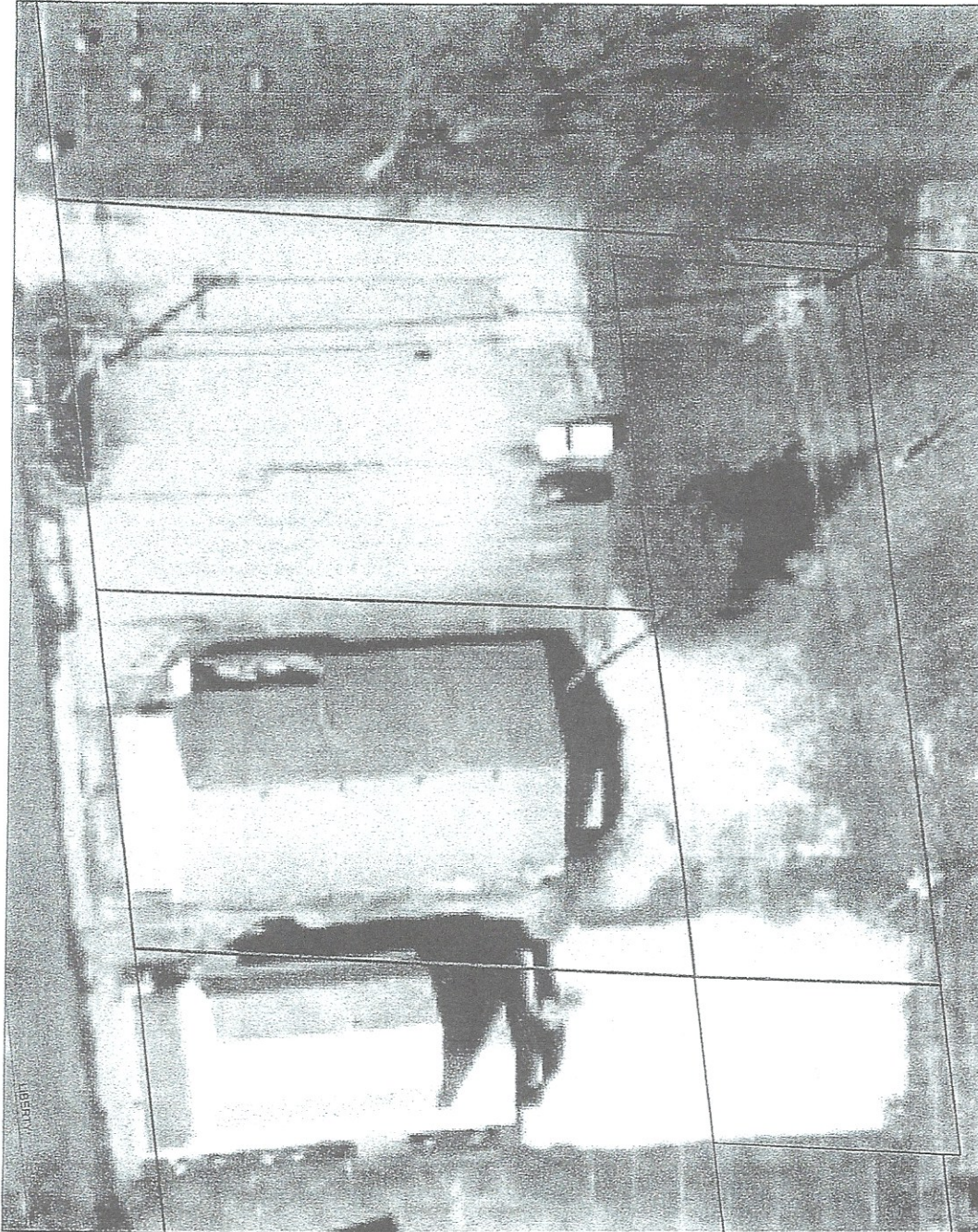
Cristina E. Yates  
Notary Public





# EXHIBIT A

## 44 N Liberty St



0 5 10 20 30 40 Feet  
1 inch equals 20 feet





