



ZONING DIVISION
 200 S. Hamilton Road
 Gahanna, Ohio 43230
 614-342-4025
 zoning@gahanna.gov
 www.gahanna.gov

DESIGN REVIEW/CERTIFICATE OF APPROPRIATENESS APPLICATION

PROPERTY INFORMATION			
Project/Property Address: 460 Havens Corners		Project Name/Business Name: Campus & Co.	
Parcel #: 025-007064-00	Zoning: <i>(see Map)</i> CC	<input checked="" type="checkbox"/>	Acreage: .54

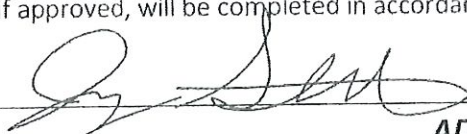
PLAN SPECIFICATIONS			
Application Type: <i>(check all that apply)</i>	<input checked="" type="checkbox"/> Site Plan	<input type="checkbox"/> Landscaping	<input type="checkbox"/> Building Design
			<input type="checkbox"/> Demolition <i>Older Gahanna only</i>
Project Description: Install new drive/apron from the parking lot to the access rd. <i>(see drawing & agreement)</i> We are only adding approx. 900 S.F. of additional hard surface. (900/2000 ERU's). We are planning to peak the apron along the property line so the run-off will drain back to its respective property.			

APPLICANT INFORMATION	
Applicant Name <i>(Primary Contact)</i> Jerry Southard	Applicant Address: 1301 Research Rd.
Applicant E-mail: jerry@accidb.com	Applicant Phone: 614-804-4217
Business Name <i>(if applicable):</i> ACCi Design Build	

ADDITIONAL CONTACTS	
Please list all applicable contacts for correspondence	
Name(s)	Contact Information (phone/email)
Property Owner Name: <i>(if different from Applicant)</i> Eagle Academy of Columbus	Property Owner Contact Information (phone no./email): 614-596-4190 / gavin.gooden@blastone.com

APPLICANT SIGNATURE BELOW CONFIRMS THE SUBMISSION REQUIREMENTS HAVE BEEN COMPLETED


I certify that the information on this application is complete and accurate to the best of my knowledge, and that the project as described, if approved, will be completed in accordance with the conditions and terms of that approval.

Applicant Signature:  Date: 11/28/2022

ADDITIONAL INFORMATION ON NEXT PAGE....

INTERNAL USE

Zoning File No. DR-0463-2022

RECEIVED: 
DATE: 11/29/22

PAID Cheek 2032
DATE: 11/29/22

Updated Apr 2022

DESIGN REVIEW/CERTIFICATE OF APPROPRIATENESS - SUBMISSION REQUIREMENTS

TO BE COMPLETED/SUBMITTED BY APPLICANT:

1. Review Gahanna Code <u>Section 1197</u> (visit www.municode.com)
2. Materials List (see page 3) – does not apply to demolition applicants
3. Authorization Consent Form Complete & Notarized (see page 4)
4. Application & all supporting documents submitted in digital format
5. Application & all supporting documents submitted in hardcopy format
6. Application fee paid (in accordance with the <u>Building & Zoning Fee Schedule</u>)
7. Color rendering(s) of the project in plan/perspective/or elevation
8. One (1) copy 24"x36" or 11"x17" prints of the plans
Building Construction, Exterior Remodeling, and Additions (Including Parking Lots and Landscaping)
1. <u>SITE PLAN</u> that includes the following: (include: scale, north arrow, & address) if applicable
- All property & street pavement lines
- Property size
- Proposed ingress/egress to the site, including onsite parking area(s), parking stalls, adjacent streets
- Location of all existing and proposed buildings on the site
- Location of all existing & proposed exterior lighting standards
- Breakdown of parking spaces required & spaces provided (see Gahanna Code <u>Section 1163</u>)
- Provide lot coverage breakdown of building & paved surface areas
2. <u>LANDSCAPE PLAN</u> (including plant list)
- Existing landscaping that will be retained & proposed landscaping shall be differentiated & shown on the plan. The type, size, number, & spacing of all plantings & other landscape features must be illustrated
- Designation of required buffer screens (if any)
- Interior landscaping breakdown for paved surface (see Gahanna Code <u>Section 1163</u>)
3. <u>ELEVATIONS</u> from all sides
- Fenestration, doorways, & all other projecting & receding elements of the building exterior
4. <u>LIGHTING STANDARD DRAWING</u> that includes the following: (exterior only)
- All sizing specifications
- Information on lighting intensity (no. of watts, iso foot candle diagram)
- Materials, colors, & manufacturer's cut sheet
5. <u>OPTIONAL REQUIREMENTS AT THE DISCRETION OF PLANNING COMMISSION:</u>
- Scale model
- Section profiles
- Perspective drawing
Demolition or Removal of Existing Structures Requirements
1. ONE OR MORE OF THE FOLLOWING CONDITIONS MUST EXIST:
- That the building contains no features of special architecture or is not a historical building or culturally significant or is not consistent in design & style with other structures within the district
- That there exists no viable economic use for the building in its current state or as it might be restored or that there is not a feasible and prudent alternative to demolition and that the approval of the demolition is necessary for the preservation and enjoyment of substantial property rights
- That the applicant has a definite plan for redevelopment of the site which meets the standards of this Code and the proposed redevelopment will not materially affect adversely the health or safety of persons residing or working in the district where the demolition will occur and will not be materially detrimental to the public welfare or injurious to property or improvements in such neighborhood

MATERIAL LIST			
NOT REQUIRED FOR DEMOLITION			
ITEM	MATERIAL TYPE	COLOR NAME	COLOR NUMBER
Facade	Existing Brick and siding to remain	Dark Brown & Beige (Existing to remain)	
Facade			
Facade			
Awnings			
Lighting			
Roofing			
Trim			
Other (please specify)	Aluminum Storefront windows/Doors	Dark Bronze to match existing	
Other (please specify)	Insulated Tempered glass for new storefront windows/Doors	Slightly tinted	
Other (please specify)			

PLEASE NOTE:

- The Public Hearing will not occur until the City of Gahanna reviews the Application for Code Consistency. Applications that are not consistent with the code will not be scheduled for hearing.
- The application expires if no action is taken 6 months from the date of the last staff comment letter.

AUTHORIZATION CONSENT FORM

(must sign in the presence of a notary)

If you are filling out more than one application for the same project & address, you may submit a copy of this form with additional applications.

PROPERTY OWNER

IF THE PROPERTY OWNER IS THE APPLICANT, SKIP TO NEXT SECTION

As the property owner/authorized owner's representative of the subject property listed on this application, hereby authorize the applicant/representative to act in all matters pertaining to the processing and approval of this application, including modifying the project. I agree to be bound by all terms and agreements made by the applicant/representative

FIFTH THIRD BANK NATIONAL ASSOCIATION

BY: [Signature] Jennifer E. Hume CONSISTENT WITH SUCH PLAN

NAME: TITLE (property owner name printed) AND TITLE
Thomas A. Ross Jennifer E. Hume

VP-Director of Corporate Real Estate AVP, Fifth Third Bank 2/21/23
(property owner signature) (date)

EWS Real Estate Manager

WITH RESPECT TO THE PLAN IN ITS CURRENT FORM WITHOUT

SINCE PROPERTY OWNER REQUIRES 2 SIGNATURES TO CONSENT, PLEASE SEE ATTACHED "PROPERTY OWNER SECOND SIGNATURE PAGE"

Subscribed and sworn to before me on this 21 day of February, 2023.

State of Ohio County of Hamilton

Notary Public Signature: [Signature]



Applicant/Property Owner/Representative

AGREEMENT TO COMPLY AS APPROVED As the applicant/representative/owner of the subject property listed on this application, I hereby agree that the project will be completed as approved with any conditions and terms of the approval, and any proposed changes to the approval shall be submitted for review and approval to City staff.

AUTHORIZATION TO VISIT THE PROPERTY I hereby authorize City representatives to visit, photograph and post notice (if applicable) on the subject property as described.

APPLICATION SUBMISSION CERTIFICATION I hereby certify that the information on this application is complete and accurate to the best of my knowledge.

Jerry Southard
(applicant/representative/property owner name printed)

[Signature] 2/21/2023
(applicant/representative/property owner signature) (date)

Subscribed and sworn to before me on this 21 day of February, 2023.

State of Ohio County of Franklin

Notary Public Signature: Carilyn Hess

Carilyn Hess
 Notary Public, State of Ohio
 My Commission Expires 10/01/2024

PROPERTY OWNER SECOND SIGNATURE PAGE TO
AUTHORIZATION CONSENT FORM TO
460 HAVENS CORNERS ROAD TENANT IMPROVEMENTS
DATED 10/18/2022 PROPOSED BY DES ENGINEERING, LLC ("PLAN")

As the property owner/authorized owner's representative of the subject property listed on this application, hereby authorize the applicant/representative to act in all matters pertaining to the processing and approval of this application, with respect to the Plan in its current form without modifying the project, I agree to be bound by all terms and agreements made by the applicant/representative consistent with such Plan.

FIFTH THIRD BANK NATIONAL ASSOCIATION

By: [Signature]
(property owner name and title)
Thomas A. Ross

Name & Title: VP-Director of Corporate Real Estate Jennifer E. Hume

X [Signature] AVP, Fifth Third Bank
(property owner signature) EWS Real Estate Manager

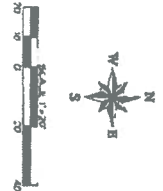
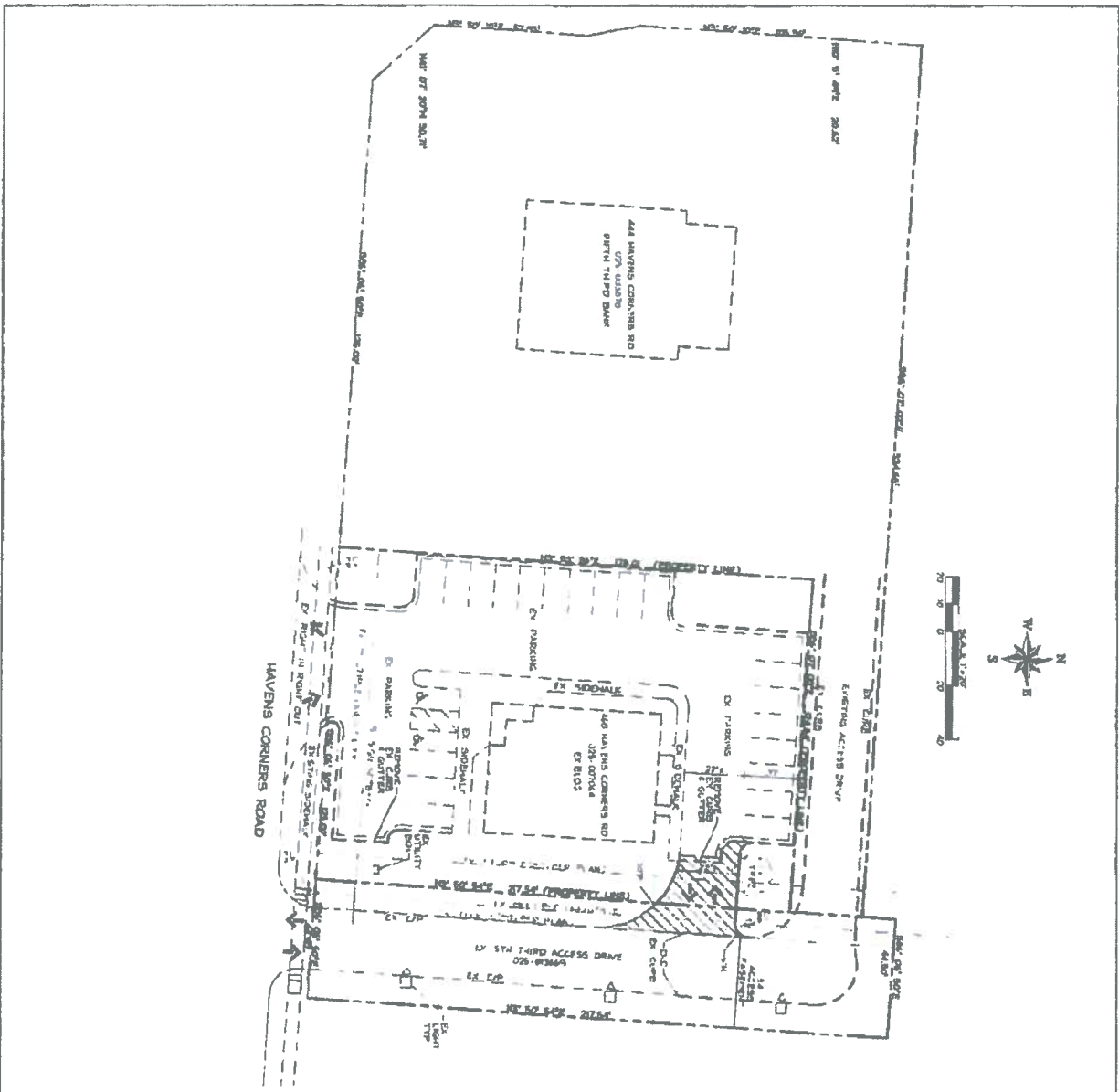
2/21/23
(date)

Subscribed and sworn to before me on this 21st day of February, 2023.

State of Ohio, County of Hamilton

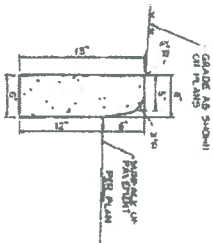
Notary Public Signature: [Signature]





NOTES

1. SEE GENERAL NOTES ON SHEET 02-01000.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE OHIO CONSTRUCTION CODES.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE OHIO ELECTRICAL CODE.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE OHIO MECHANICAL CODE.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE OHIO PLUMBING CODE.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE OHIO FIRE CODE.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE OHIO SAFETY CODE.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE OHIO HEALTH CODE.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE OHIO ENVIRONMENTAL CODE.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE OHIO ZONING CODE.



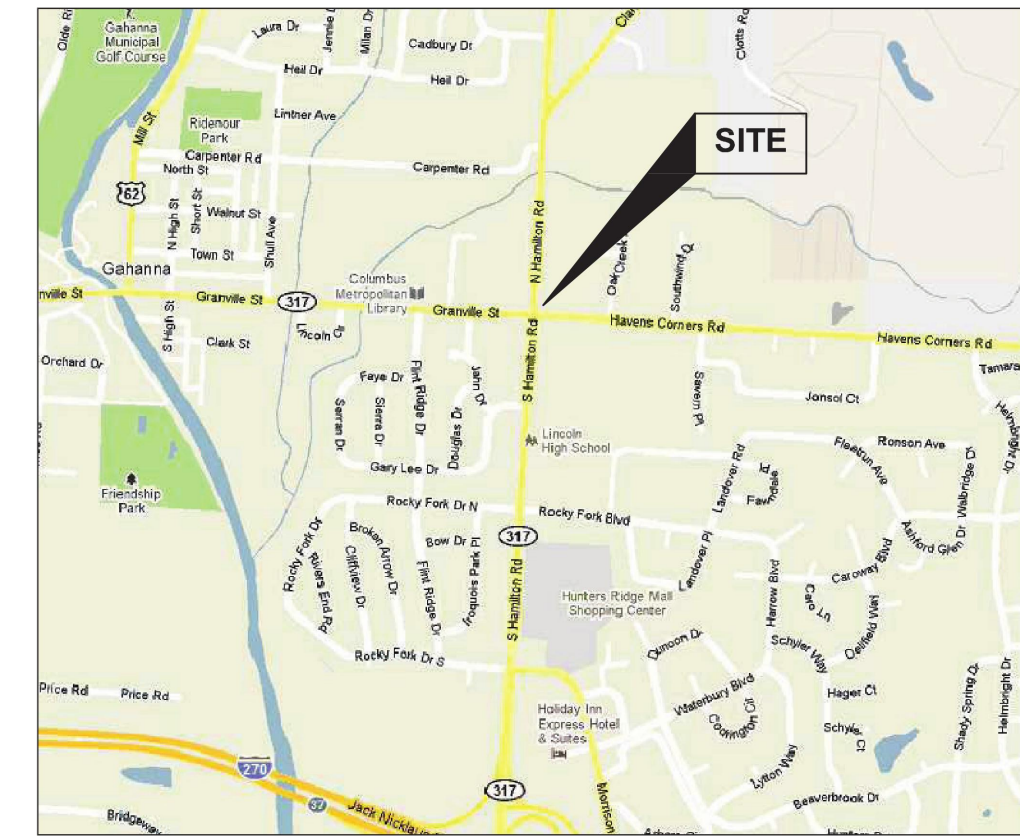
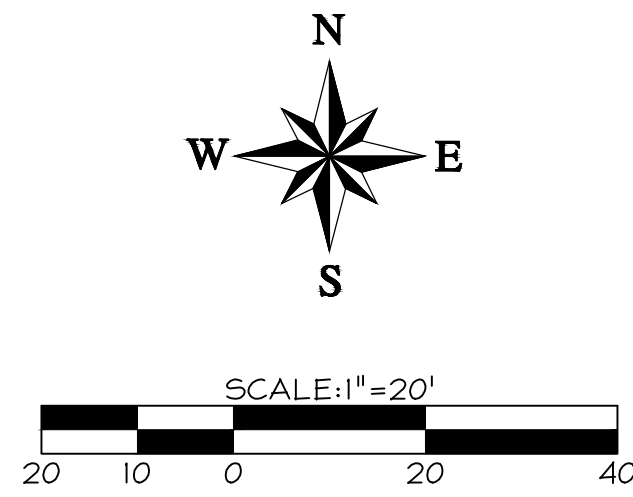
10\"/>

PROPOSED DRIVE ACCESS	
DATE	01-18-2022
CONSTRUCTION	AS BUILT
of	

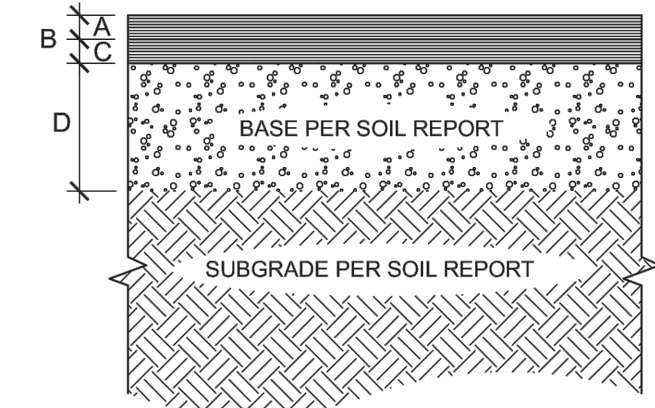
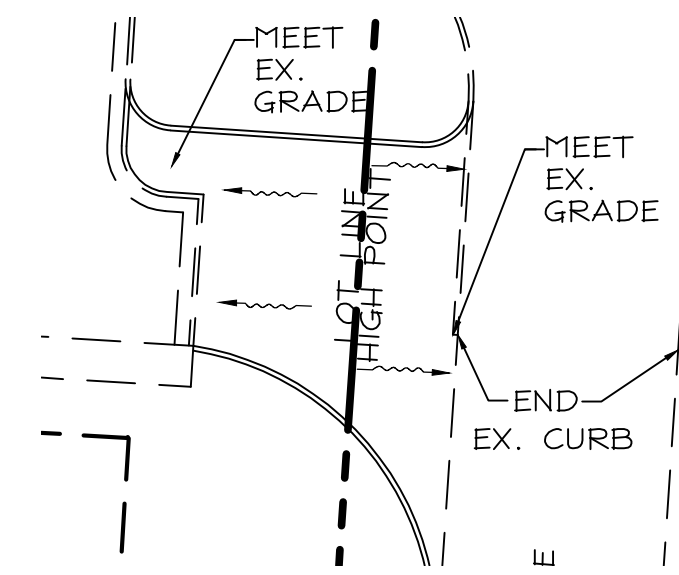
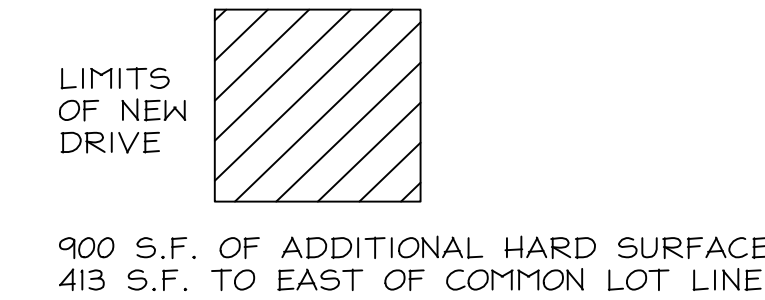
TENANT IMPROVEMENTS

460 HAVENS CORNERS
GAHANNA, OHIO 43030
2022

DES Engineering, LLC
121 Elmwood Road
Columbus, OH 43204
761-610-6330
www.des-engineering.com

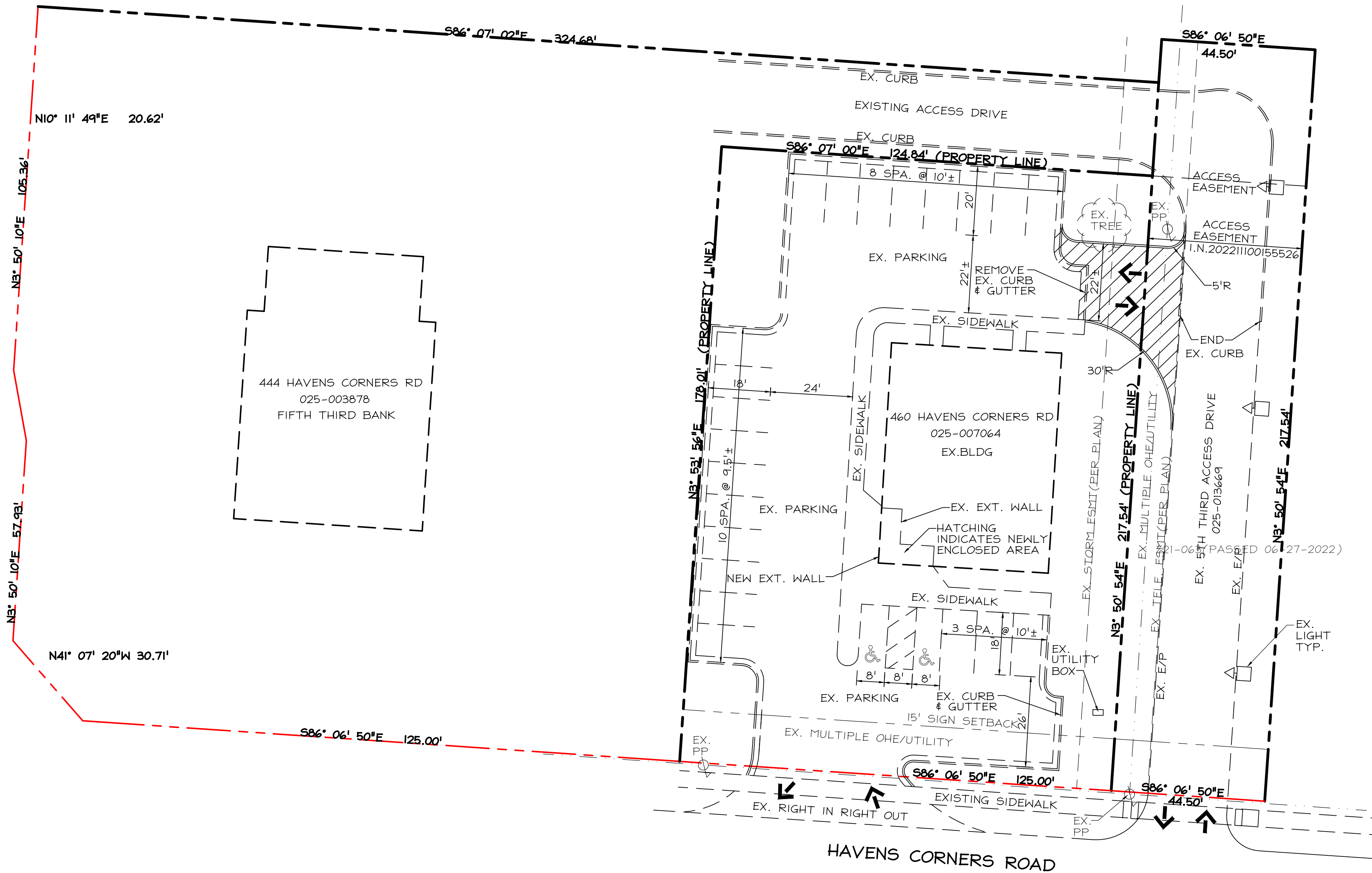
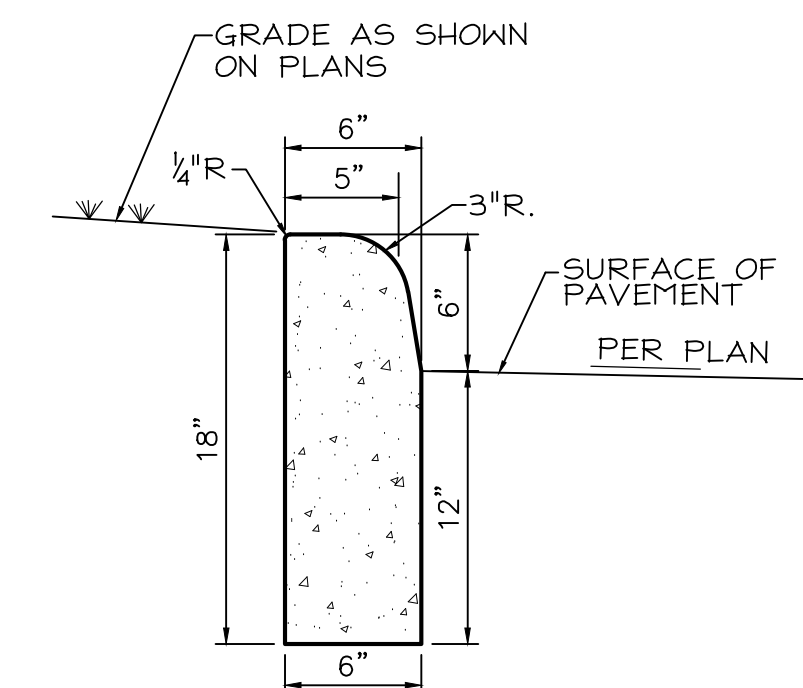


LOCATION MAP



- NOTES
- SUBGRADE COMPACTION: CBR-5
 - BASE COURSE TO CONFORM TO CITY OF COLUMBUS STANDARDS FOR BASE COURSE COMPACTED TO 100% OF THE MODIFIED PROCTOR (ASTM D-1557) MAXIMUM DRY DENSITY.
 - ALL SUBGRADE AND PAVEMENT OPERATIONS AND MATERIALS SHALL MEET THE MINIMUM REQUIREMENTS OF THE CURRENT CITY OF COLUMBUS SPECIFICATIONS.

ASPHALT PAVING SECTION



SITE DATA

CURRENT ZONING:..... CC; COMMUNITY COMMERCIAL

EXISTING USE:..... VACANT
PROPOSED USE:..... PRIVATE MEMBERSHIP-
RETAIL(GROCERY/HOUSEHOLD ITEMS)

PID..... 025-007064
BUILDING AREA..... 3237 S.F.
BUILDING HEIGHT..... 13' TO MIDPOINT OF ROOF

MINIMUM PARKING REQUIRED

PROPOSED BUILDING
RETAIL: 3237 S.F. @ 1/250 = 12.94*13

TOTAL REQUIRED PARKING: 13 SPACES
WITH 1 HANDICAP SPACE

TOTAL PARKING PROVIDED

21 REGULAR
2 HANDICAP

TENANT IMPROVEMENTS
460 HAVENS CORNERS
GAHANNA, OHIO 43030
2022

DES Engineering, LLC
121 Richmond Road
Xenia, Ohio 45385
PH: 614-638-0071
Email: dsamiec@deserr.com



PROPOSED DRIVE ACCESS

ISSUED:	10-18-2022
	12-29-2022
CONSTRUCTION	-
AS BUILT	-





DO NOT DETACH

<div style="text-align: center;"> Instrument Number: 202211100155526 Recorded Date: 11/10/2022 8:06:58 AM</div> <div style="text-align: center;"> Daniel J. O'Connor Jr. Franklin County Recorder 373 South High Street, 18th Floor Columbus, OH 43215 (614) 525-3930 http://Recorder.FranklinCountyOhio.gov Recorder@FranklinCountyOhio.gov</div>	<div style="text-align: center;">Return To (Simplifile): Graydon Head & Ritchey LLP 312 Walnut Street, Suite 1800 Cincinnati, OH 45202</div> <p style="text-align: right; font-size: small;">Simplifile</p>										
Transaction Number: T20220109424 Document Type: EASEMENT Document Page Count: 19											
Submitted By (Simplifile): Graydon Head & Ritchey LLP 312 WALNUT STREET SUITE 1800 Cincinnati, OH 45202											
First Grantor: FIFTH THIRD BANK NA	First Grantee: EAGLE ACADEMY OF COLUMBUS INC										
Fees: <table style="width: 100%;"><tr><td style="width: 60%;">Document Recording Fee:</td><td style="text-align: right;">\$34.00</td></tr><tr><td>Additional Pages Fee:</td><td style="text-align: right;">\$136.00</td></tr><tr><td>Total Fees:</td><td style="text-align: right;">\$170.00</td></tr><tr><td>Amount Paid:</td><td style="text-align: right;">\$170.00</td></tr><tr><td>Amount Due:</td><td style="text-align: right;">\$0.00</td></tr></table>	Document Recording Fee:	\$34.00	Additional Pages Fee:	\$136.00	Total Fees:	\$170.00	Amount Paid:	\$170.00	Amount Due:	\$0.00	Instrument Number: 202211100155526 Recorded Date: 11/10/2022 8:06:58 AM
Document Recording Fee:	\$34.00										
Additional Pages Fee:	\$136.00										
Total Fees:	\$170.00										
Amount Paid:	\$170.00										
Amount Due:	\$0.00										

OFFICIAL RECORDING COVER PAGE

DO NOT DETACH

THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

NOTE: If the document data differs from this cover sheet, please first check the document on our website to ensure it has been corrected. The document data always supersedes the cover page.

If an error on the cover page appears on our website after review please let our office know.

COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

TRANSFER
NOT NECESSARY

11-10-2022

MICHAEL STINZIANO
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT

P

MICHAEL STINZIANO
FRANKLIN COUNTY AUDITOR

**ACCESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT**

This **ACCESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (“Agreement”) is made and entered into as of the 27th day of October, 2022, by and between **FIFTH THIRD BANK, NATIONAL ASSOCIATION**, a federally chartered institution, formerly known as State Savings Bank (“Grantor”), and **EAGLE ACADEMY OF COLUMBUS, INC.**, a Tennessee nonprofit corporation (“Grantee”), under the following circumstances:

WHEREAS, Grantor owns two (2) parcels of certain real property more fully described in **Exhibit A** attached hereto and made part hereof (the “Grantor’s Property”) located in Franklin County, Ohio.

WHEREAS, Grantee owns one (1) parcel of certain real property located adjacent to and partially surrounded by both parcels of Grantor’s Property and more fully described in **Exhibit B** attached hereto and made part hereof (the “Grantee’s Property”).

WHEREAS, Grantor wishes to convey and Grantee wishes to receive an easement on, over and across a portion of the Grantor’s Property pursuant to the terms and conditions provided hereinafter.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged by Grantor, the parties hereto agree as follows:

1. **Grant of Access Easement.** Grantor hereby grants to Grantee, a non-exclusive access easement for purposes of ingress and egress across the paved roadways from time to time on Grantor’s Property described in **Exhibit C** (the “Access Easement Area”) and such Access Easement Area may be used by Grantee and its guests, tenants, licensees, employees, agents, and contractors for pedestrian and vehicular access from Havens Corners Road, Gahanna, Ohio to Grantee’s Property.

2. **Alterations.**

(a) Grantee, at its sole cost and expense, may construct and pave two (2) driveway access points ("Access Points") on Grantor's Property in accordance with the plans attached hereto as **Exhibit D** so as to neatly connect with a consistent grade the Access Points to the existing driveway on Grantor's Property without adversely affecting Grantor's Property or the Access Easement Area. Grantee agrees to keep Grantor's Property, including the Access Easement Area, free and clear of all liens and be responsible at Grantee's sole cost and expense for all necessary governmental permits and approvals.

(b) Any alterations to the Access Easement Area or Grantor's Property are subject to Grantor's prior written approval. Grantor reserves the right to require Grantee, at Grantee's sole cost and expense, to remove any alterations to Grantor's Property, including the Access Points, at the expiration or termination of this Agreement.

3. **Grant of Temporary Construction Easement.** Grantor hereby grants to Grantee, a non-exclusive temporary easement within the Access Easement Area for the purpose of constructing the Access Points connecting Grantee's Property to the existing driveway on Grantor's Property as shown on **Exhibit D**. Grantee's use of the Access Easement Area for construction purposes shall be in a manner of minimal disturbance to Grantor and limited to the minimum area necessary to complete construction of the Access Points. Grantee shall have sixty (60) days from the date of City Approval/Permit to initiate and complete all construction within the Access Easement Area, including any restoration necessary to restore Grantor's Property and the Access Easement Area to its condition existing as of the date of this Agreement. Provided that Grantee is using good faith efforts to complete all construction within the Access Easement Area within the aforementioned sixty (60) day period but Grantee needs additional time to complete the construction due to weather, difficulty in obtaining materials, a force majeure event, or any other factor that reasonably delays the completion of the construction, Grantee shall have an additional sixty (60) day period to complete the construction. In such event, Grantee shall notify Grantor of the additional sixty (60) day period no later than ten (10) days prior to the expiration of the original sixty (60) day period. During such sixty (60) day period (or additional sixty (60) day period as applicable), the Access Easement Area shall remain open and accessible at all times to pedestrian and vehicular access to Grantor's Property.

4. **Repair and Maintenance.** Grantor shall continue to maintain the Access Easement Area, and make all ordinary and necessary repairs and replacements of the asphalt and/or concrete surface, striping and curbing installed by Grantor. Grantee shall be responsible for fifty percent (50%) of the actual expenses incurred by Grantor in performing such maintenance, repair and replacement obligations of the Access Easement Area. Said reimbursement shall be made by Grantee within thirty (30) days of receipt from Grantor of an invoice for maintenance and repair

expenses. In the event Grantee's use of the Access Easement Area exceeds the level anticipated by Grantor (approximately twenty (20) vehicles per day) in its sole discretion, Grantor reserves the right to reassess and increase Grantee's contribution towards maintenance and repair expenses or terminate this Agreement. Grantee anticipates its use of the Access Easement Area will consist of approximately twenty (20) vehicles per day. Notwithstanding anything to the contrary herein, Grantee shall be responsible for one hundred percent (100%) of the expense of maintaining the Access Points in good condition and repair.

5. **Reserved Rights.** Notwithstanding the foregoing, Grantor and its successors and assigns reserve all rights and privileges which may be used and enjoyed on Grantor's Property without materially interfering with or abridging the rights of the Grantee created by this Agreement. From time to time during the term of this Agreement, Grantor may restrict Grantee's access to the Access Easement Area for purposes of constructing and maintaining the Access Easement Area, as determined in Grantor's sole discretion.

6. **Indemnity.** Grantee releases Grantor from and agrees to DEFEND, INDEMNIFY, and HOLD HARMLESS Grantor from and against any and all damages, injuries, losses, claims, demands, and suits, including reasonable expenses and attorney fees, which Grantor, its successors and assigns and or contractors, guests or licensees may sustain arising out of or in any way related to Grantee's construction and/or use of the Access Easement Area.

7. **Restrictions on Use.** Grantee shall not operate, construct, use, or allow Grantee's Property or the Access Easement Area or any portion thereof, for or by any Banking Services Provider (as defined herein) or for any Banking Services (as defined herein) during the duration of this Agreement. As used herein, "Banking Services Provider" will mean any financial institutions, banks, savings and loans institutions, trust companies, ATMs, automated teller machines or other free standing cash dispensing or financial transaction machines, stock brokerages, mortgage companies, brokerages, credit unions, or any type of financial services entity or any entity offering any Banking Services. As used herein, "Banking Services" will mean the provision of checking, savings, check cashing, credit card, commercial loan, consumer loan, residential loan, international letters of credit, trust, automatic teller, securities brokerage and other financial services provided by commercial banking and savings and loan institutions to commercial and consumer customers. The foregoing restriction against Banking Services Provider and Banking Services shall also prohibit Grantee and any third party or other entity from placing signage (including but not limited to "Coming Soon" signs) on Grantee's Property or the Access Easement Area or any portion thereof, or otherwise advertising (whether by physical or digital advertisement), Grantee's Property or any portion thereof, for or by any Banking Services Provider or for any Banking Services. Grantee shall not use the Access Easement Area for any noxious use as determined in Grantor's sole discretion. Notwithstanding anything contained herein to the

contrary, no restriction on use contained herein shall preclude or restrict any use by Grantor of Grantor's Property or the Access Easement Area or any portion thereof. In the event of a breach, or attempted or threatened breach of such use restrictions, Grantor may terminate this Agreement and Grantor or its successors or assigns shall be entitled to full and adequate relief by injunction and all other available legal and equitable remedies from the consequences of such breach.

8. **Insurance.** Grantee shall maintain a policy of commercial general liability insurance, issued by an insurance company reasonably acceptable to Grantor, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) naming Grantor and its agents, contractors, tenants, and any other third parties required by Grantor as additional insureds, insuring against any injury, death or damage to persons or property that may result from Grantee's use of or access to the Access Easement Area or Grantor's Property. A copy of the insurance policy, or other evidence satisfactory to Grantor, shall be submitted to Grantor prior to Grantee's initial construction of the Access Points and use of the Access Easement Area.

9. **Authority.** Grantor and Grantee represent and warrant that each has full right and lawful authority to enter into this Agreement, and that Grantor is lawfully seized of the entire Grantor's Property, and that no consent or approval of any mortgagee or other entity is required.

10. **Duration.** This Agreement and the terms and conditions hereof are for the exclusive benefit of and are personal to Grantee, its agents, employees, invitees, and customers. Grantee shall be permitted to use the Access Easement Area effective as of the date of this Agreement up through and until Grantee no longer holds title to Grantee's Property, unless sooner terminated by either party. Either party may terminate this Agreement upon one hundred twenty (120) days prior written notice to the other party. In the event Grantor conveys ownership in Grantor's Property to a subsequent purchaser, successor entity or assign ("Grantor's Successor"), the terms of this Agreement shall remain binding on Grantor's Successor, unless and until Grantor's Successor provides written notice to Grantee terminating this Agreement and files recordable notice of the termination of this Agreement in the property records of Franklin County, Ohio. The execution and recording of such notice of termination by Grantor's Successor shall be sufficient evidence of the termination of this Agreement.

11. **Mechanics' Liens.** Grantor's Property, including the Access Easement Area, shall be kept free and clear of all mechanics' and materialmen's liens and other liens on account of work done for or by Grantee. Should any such lien be filed against the Grantor's Property, including the Access Easement Area, based on the actions of Grantee and Grantee does not cause such lien to be released or bonded off within thirty (30) days after delivery of written notice, then Grantor may elect to obtain the release of such lien and any sums expended by such owner shall be immediately repaid by Grantee upon demand.

12. **Headings.** The headings herein are for convenience and reference only and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

13. **Miscellaneous.**

(a) This Agreement shall be construed, interpreted, and enforced under the laws of the State of Ohio.

(b) This Agreement is the joint product of Grantor and Grantee and each provision hereof has been subject to the mutual consultation, negotiation, and agreement of Grantor and Grantee, and shall not be construed for or against any party hereto. This Agreement is not intended to, and shall not, create an association, partnership, joint venture or principal and agency relationship between the owner of Grantor's Property or the owner of Grantee's Property.

(c) No agreement shall be effective to add to, change, modify, waive, or discharge this Agreement in whole or in part, unless such agreement is in writing executed by Grantor and Grantee.

(d) All notices permitted or required under this Agreement shall be in writing and shall be deemed properly delivered when (i) hand delivered, (ii) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or (iii) if by overnight messenger service (i.e. Federal Express), on the date of delivery of such overnight messenger service to the parties at their respective addresses set forth below (or such other addresses as each party may designate by written notice to the other):

To Grantor:

Fifth Third Bank
38 Fountain Square Plaza
MD 10903K
Cincinnati, Ohio 45202
Attn: Senior VP Enterprise Workplace
Services

Fifth Third Bank
38 Fountain Square Plaza
MD 10909F
Cincinnati, Ohio 45263
Attn: Legal Department

To Grantee: Eagle Academy of Columbus, Inc.
2975 Creekwood Estates Drive
Blacklick, OH 43004-8058
Attention: Curt Wyman

With a copy to: Timothy G. Madison, Esq.
Madison & Rosan, LLP
39 East Whitter Street
Columbus, Ohio 43206

(e) No determination by any court, governmental body or otherwise that any provision of this Agreement is invalid or unenforceable in any instance shall affect the validity or unenforceability of any other such provision, or such provision in any circumstances not controlled by such determination.

(f) This Agreement represents the complete understanding of the parties as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties, statements, or agreements between the parties as to the same.

(g) No waiver of any provision hereof shall be deemed to imply or constitute a further waiver or any other provisions set forth herein.

(h) This Agreement may be executed in several counterparts, each of which may be deemed an original and all such counterparts together shall constitute one and the same Agreement.

[SIGNATURES ARE ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee hereby execute this Agreement as of the day and year first above written.

Grantor's signature (1 of 2)

GRANTOR:

FIFTH THIRD BANK, NATIONAL ASSOCIATION,

a federally chartered institution

By: 

Name: Tammala Brooks

Title: VP


STATE OF OHIO

COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me this 1 day of November, 2022, by Tammala Brooks, the VP of Fifth Third Bank, National Association, a federally chartered institution, on behalf of the institution. This is an acknowledgement certificate. No oath or affirmation was administered to the signer with regard to the notarial act.



JENNIFER E. HUME
Notary Public, State of Ohio
My Commission Expires
August 31, 2026
COMMISSION: 2021-RE-836650


Notary Public
My commission expires: 8/31/2026

***[SIGNATURE PAGE FOR ACCESS EASEMENT AND TEMPORARY CONSTRUCTION
EASEMENT AGREEMENT]***

Grantor's signature (2 of 2)

GRANTOR:

**FIFTH THIRD BANK, NATIONAL
ASSOCIATION,**

a federally chartered institution

By: *Karen Majors*
Name: *Karen Majors*
Title: *VP*

STATE OF *OHIO*)
COUNTY OF *HAMILTON*)

The foregoing instrument was acknowledged before me this *1* day of *November*,
2022, by *Karen Majors*, the *VP* of Fifth Third
Bank, National Association, a federally chartered institution, on behalf of the institution. This is
an acknowledgement certificate. No oath or affirmation was administered to the signer with
regard to the notarial act.



JENNIFER E. HUME
Notary Public, State of Ohio
My Commission Expires
August 31, 2026
COMMISSION: 2021-RE-836650

Jennifer E. Hume
Notary Public
My commission expires: *8/31/2026*

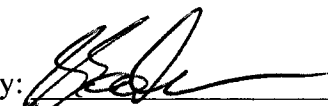
[SIGNATURE PAGE FOR ACCESS EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT]

Grantee's signature

GRANTEE:

EAGLE ACADEMY OF COLUMBUS, INC.,

a Tennessee nonprofit corporation

By: 

Name: Gavin Gooden

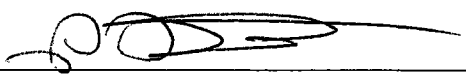
Title: Secretary

STATE OF OHIO)
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 27TH day of OCTOBER, 2022, by GAVIN GOODEN, the SECRETARY of Eagle Academy of Columbus, Inc., a Tennessee nonprofit corporation, on behalf of the nonprofit corporation. This is an acknowledgement certificate. No oath or affirmation was administered to the signer with regard to the notarial act.



P. Frederick Kerimer, Notary Public
for and For the State of Ohio
My Commission Expires January 14, 2027


Notary Public
My commission expires: 1-14-2027

This document was prepared in its unexecuted form and without benefit of title exam by: Theresa M. Bryans, Esq., Graydon Head & Ritchey LLP, 312 Walnut Street, Suite 1800, Cincinnati, Ohio 45202

EXHIBIT A

The Grantor's Property

Parcel 1:

Being located in quarter township 2, township 1, range 16, U.S. Military Lands and being part of the 20 acres plus tract conveyed to Edna B. Bobb Deed of Record in Deed Book 18653, Page 463, Recorder's Office Franklin County, Ohio, and bounded and described as follows:

Beginning at a railroad spike at the southwesterly corner of the Edna B. Bobb tract and at the intersection of the center line of Hamilton Road with the center line of Havens Corners Road; thence north along the center line of Hamilton Road a distance of 250 feet to a point being the southwest corner of a 4.13 acre tract previously conveyed by Edna B. Bobb to Gahanna Motor Sales, Inc.,; thence across the said Edna B. Bobb tract south $89^{\circ} 57'$ east 374.8 feet parallel to the center line of Havens Corners Road, to an iron pin in the west line of the Gahanna Community Church 1.676 acre tract; thence south 250 feet along the westerly line of said 1.676 acre tract to an iron pin in the center line of Havens Corners Road; thence north $89^{\circ} 57'$ west with the center line of said Havens Corners Road 374.8 feet to the place of beginning, containing 2.151 acres more or less., subject to all legal highways.

Excepting therefrom

Situated in the State of Ohio, County of Franklin, City of Gahanna, in Quarter Township 2, Township 1 North, Range 16 West, United States Military Lands, and being a portion of a 2.151 acre tract of land conveyed to State Savings Company by deed of record in Deed Book 3247, Page 72, Recorder's Office, Franklin County, Ohio and bounded and described as follows:

Beginning at a P.K. Nail found in the centerline of Havens Corners Road (60 feet wide) at the southeast corner of said 2.151 acre tract and at the southwest corner of a 1.676 acre tract of land conveyed to The Gahanna Community Church by deed of record in Deed Book 2322, Page 325, Recorder's Office, Franklin County, Ohio, said P.K. Nail being S 89° 57' 00" E a distance of 374.80 feet from a railroad spike found at the intersection of the centerline of Havens Corners Road with the centerline of North Hamilton Road and at the southwest corner of said 2.151 acre tract;

thence N 89° 57' 00" W along the centerline of Havens Corners Road and along a portion of the south line of said 2.151 acre tract a distance of 125.00 feet to a railroad spike set;

thence N 0° 04' 17" W parallel with the east line of said 2.151 acre tract, parallel with the west line of said 1.676 acre tract and crossing a portion of said 2.151 acre tract a distance of 223.00 feet to a ¾ inch I.D. iron pipe set (passing a ¾ inch I.D. iron pipe set in the north right-of-way line of Havens Corners Road at 30.00 feet);

thence S 89° 57' 00" E parallel with the centerline of Havens Corners Road, parallel with the south line of said 2.151 acre tract and crossing a portion of said 2.151 acre tract and crossing a portion of said 2.151 acre tract a distance of 125.00 feet to a ¾ inch I.D. iron pipe set in the east line of said 2.151 acre tract and in the west line of said 1.676 acre tract, said iron pipe being S 0° 04' 17" E a distance of 27.00 feet from a 5/8 inch I.D. iron pipe found at the northeast corner of said 2.151 acre tract in the west line of said 1.676 acre tract and at the southeast corner of a 0.989 acre tract of land conveyed to Frank J. Cipriano, Trustee, by deed of record in Official Record 3142m Page 1-11, Recorder's Office, Franklin County, Ohio;

thence S 04° 04' 17" E along a portion of said east line of said 2.151 acre tract and along a portion of the west line of said 1.676 acre tract a distance of 223.00 feet to the place of beginning (passing a 5/8 inch I.D. iron pipe found in the north right-of-way line of Havens Corners Road at 193.00 feet); containing 27,875 square feet (0.640 acre) of land more or less.

Situated in the City of Gahanna, County of Franklin and State of Ohio, and known as being part of Quarter Township 2, Town 1, Range 16, and more fully bounded and described as follows:

PARCEL NO. 45-WV (HIGHWAY)
ALL RIGH, TITLE AND INTEREST IN FEE SIMPLE, IN THE NAME AND FOR THE USE OF THE CITY OF GAHANNA, EXCLUDING LIMITATION OF ACCESS, IN THE FOLLOWING DESCRIBED PROPERTY

Beginning at a railroad spike (found) where the centerline of Hamilton Road intersects the centerline of Havens Corners Road, marking Owners' southwesterly property corner (centerline Hamilton Road Station 92 plus 20.72 and Havens Corners Road Station 0 plus 00.00);

thence North 3 degrees 49 minutes 10 seconds East, along the centerline of Hamilton Road, a distance of 250.00 feet to the point of marking Owners' northwesterly property corner (centerline Station 94 plus 70.72);

thence leaving said centerline, South 86 degrees 07 minutes 50 seconds East, along Owners' northerly property line, a distance of 50.00 feet to a point (50.00 feet right, Station 94 plus 70.68);

thence South 3 degrees 49 minutes 10 seconds West, a distance of 185.36 feet to a point (50.00 feet right, Station 92 plus 85.32);

thence South 41 degrees 08 minutes 20 seconds East, a distance of 27.78 feet to a point (45.00 feet left, Havens Corners Road Station 0 plus 69.59);

thence South 86 degrees 07 minutes 50 seconds East, a distance of 180.17 feet to a point in Owners' easterly property line (45.00 feet left, Havens Corners Road Station 2 plus 49.76);

thence South 3 degrees 49 minutes 10 seconds West, along Owners' easterly property line, a distance of 45.00 feet to the point in the centerline of Havens Corners Road marking Owners' southeasterly property corner (centerline Station 2 plus 49.80);

0-37-G
ALL OF
025-387E

thence North 86 degrees 07 minutes 50 seconds West, along said centerline, a distance of 249.80 feet to the Place of Beginning, containing 0.4978 of an acre, of which existing rights of ways occupy 0.4704 of an acre, leaving a net take of 0.0274 of an acre, more or less.

A gross take of 0.4978 of an acre is taken from Auditors Parcel No. 025-3878, which contains 1.511 acres.

The bearings in the above description are based upon the centerline of Hamilton Road as being North 3 degrees 49 minutes 10 seconds East.

Owners retain rights of ingress and egress to and from any residual area.

Instrument Reference: Franklin County, Ohio, Instrument Reference: 199810290276860, filed October 29, 1998

Parcel 2:

Situated in the State of Ohio, County of Franklin, City of Gahanna, Range 16 West, Township 1 North, Quarter Township 2, being part of Lot 5 of the United States Military Lands and being a 0.222 acre tract located entirely in a 1.676 acre tract as described in a Warranty Deed to The Gahanna Community Church of record in Deed Book 2322, Page 325, all records referenced are on file at the Recorder's Office, Franklin County, Ohio, said 0.222 acre tract being further bounded and described as follows:

Commencing at Franklin County Survey Control Monument FCGS 5019, being an Aluminum Disk found in a road Monument Box at the centerline intersection of Hamilton Road, Havens Corners Road, and Granville Street, being the southwest corner 1/4 Section 2;

Thence South 86° 07' 00" East, along the centerline of Havens Corners Road, for a distance of 374.24 feet to the southwesterly corner of said 1.676 acre tract, being the southeasterly corner of a 0.640 acre tract described in a deed to Third Federal Savings and Loan Association of Cleveland in Instrument Number 199812170326342, and being the southwesterly corner of Parcel 59-WV as described in a deed to the City of Gahanna in Official Record Volume 22585, Page G10;

Thence North 03° 50' 54" East, leaving said centerline and along the westerly line of said 1.676 acre tract and said Parcel 59-WV, and the easterly line of said 0.640 acre tract, for a distance of 45.00 feet to a 5/8 inch iron pin found on the northerly right of way of Havens Corners Road, and being the northwesterly corner of said Parcel 59-WV, and being the **True Place Of Beginning** of the parcel herein described;

Thence North 03° 50' 54" East, continuing along the westerly line of said 1.676 acre tract and the easterly lines of said 0.640 acre tract, a 2.151 acre tract described to State Savings Bank in Instrument Number 199810290276860, and a 0.989 acre tract described in a deed to Siegbert A. Allespach and Renate Allespach in Instrument Number 200511160242337, for a distance of 217.54 feet to a 5/8" iron pin set with a ms consultants cap, passing an iron pipe found with a Bird & Bull cap at 177.71 feet, and passing a 1" iron pipe found at a distance of 205.08 feet;

Thence South 86° 06' 50" East, leaving said westerly line and passing through said 1.676 acre tract, for a distance of 44.50 feet to a 5/8" iron pin set with a ms consultants cap;

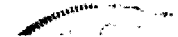
Thence South $03^{\circ} 50' 54''$ West, continuing through said 1.676 acre tract, for a distance of 217.54 feet to a 5/8" iron pin set with a ms consultants cap on the northerly line of said Parcel 59-WV and the northerly right of way line of Havens Corners Road;

Thence North $86^{\circ} 06' 50''$ West, continuing through said 1.676 acre tract and along the northerly line of said Parcel 59-WV and the northerly right of way of Havens Corners Road, for a distance of 44.50 feet to the **True Place Of Beginning**, and containing within said bounds 0.222 acres of land, more or less, in Auditor's Parcel Number 025-004258.

A bearing base of South $86^{\circ} 06' 50''$ East, was used along the centerline of Havens Corners Road as per a GPS survey between Franklin County Survey Control Monuments FCGS 5019 & COC 45-82, being referenced to the North American Datum of 1983 (1986 Adjustment) and the Ohio State Plane Coordinate System, south zone.

All iron pins noted throughout this description, as being set are 5/8" x 30" rebar with plastic ID cap inscribed 'ms consultants'.

The foregoing description has been prepared from an actual field survey of the premises in November, 2010 by ms consultants, inc., under the direction and supervision of Richard John Swan, Registered Professional Surveyor No. 6574.



Instrument Reference: Franklin County, Ohio, Instrument Reference: 201105200065020, filed May 20, 2011

EXHIBIT B

The Grantee's Property

Situated in the State of Ohio, in the County of Franklin and in the City of Gahanna:

Being in Quarter Township 2, Township 1 North, Range 16 West, United States Military Lands, and being a portion of a 2.151 acre tract of land conveyed to State Savings Company by deed of record in Deed Book 3247, page 72, Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a P.K. nail found in the centerline of Havens Corners Road (60 feet wide), as the southeast corner of said 2.151 acre tract and at the southwest corner of a 1.676 acre tract of land conveyed to The Gahanna Community Church by deed of record in Deed Book 2322, Page 325, Recorder's Office, Franklin County, Ohio, said P.K. nail being S. 89° 57' 00" E., a distance of 374.80 feet from a railroad spike found at the intersection of the centerline of Havens Corners Road with the centerline of North Hamilton Road and at the southwest corner of said 2.151 acre tract;

Thence N. 89° 57' 00" W. along the centerline of Havens Corners Road and along a portion of the south line of said 2.151 acre tract a distance of 125.80 feet to a railroad spike set;

Thence N. 0° 04' 17" W. parallel with the east line of said 2.151 acre tract, parallel with the west line of said 1.676 acre tract and crossing a portion of said 2.151 acre tract a distance of 223.00 feet to a ¾ inch I.D. iron pipe set (passing a ¾ inch I.D. iron pipe set in the North right of way line of Havens Corners Road at 30.00 feet);

Thence S. 89° 57' 00" E. parallel with the centerline of Havens Corners Road, parallel with the south line of said 2.151 acre tract and crossing a portion of said 2.151 acre tract and crossing a portion of said 2.151 acre tract a distance of 125.00 feet to a ¾ inch I.D. iron pipe set in the east line of said 2.151 acre tract a distance of 125.00 feet to a ¾ inch I.D. iron pipe set in the east line of said 2.151 acre tract and in the west line of said 1.676 acre tract, said iron pipe being S. 0° 04' 17" E. a distance of 27.00 feet from a 5/8 inch I.D. iron pipe found at the northeast corner of said 2.151 acre tract, in the west line of said 1.676 acre tract and at the southeast corner of a 0.989 acre tract of land conveyed to Frank J. Cipriano, trustee, by deed of record of in Official Record 3142, Page 111, Recorder's Office, Franklin County, Ohio;

Thence S. 0° 04' 17" E. along a portion of the east line of said 2.151 acre tract and along a portion of the west line of said 1.676 acre tract a distance of 223.00 feet to the place of beginning (passing a 5/8 inch I.D. iron pipe found in the north right of way line of Havens Corners Road at 193.00);

Containing 27,875 square feet (equals 0.640 acres) of land more or less.

EXCEPTING THEREFROM THE FOLLOWING described property which has been conveyed to the City of Gahanna in connection with widening the Havens Corners Road right of way;

Beginning at a P.K. nail found in the centerline of Havens Corners Road (60 feet wide). At the southeast corner of said 2.151 acre tract and at the southwest corner of a 1.676 acre tract of land

conveyed to The Gahanna Community Church by deed of record in Deed Book 2322, page 325, Recorder's Office, Franklin County, Ohio, said P.K. nail being S. 89° 57' 00" E a distance of 374.80 feet from a railroad spike found at the intersection of the centerline of Havens Corners Road with the centerline of North Hamilton Road and at the southwest corner of said 2.151 acre tract;

Thence N. 89° 57' 00" W along the centerline of Havens Corners Road and along a portion of the south line of said 2.151 acre tract a distance of 125.00 feet to a railroad spike set;

Thence N. 0° 04' 17" W parallel with the east line of said 2.151 acre tract, parallel with the west line of said 1.676 acre tract and crossing a portion of said 2.151 acre tract a distance of 40 feet to a point;

Thence S 89° 57' 00" E parallel with the centerline of Havens Corners Road, parallel with the south line of said 2.151 acre tract and crossing a portion of said 2.151 acre tract a distance of 125.00 feet to a point in the east line of said 2.151 acre tract and in the west line of said 1.67 acre tract;

Thence S 0° 04' 17" E along a portion of the east line of said 2.151 acre tract and along a portion of the west line of said 1.676 acre tract a distance of 40 feet to the place of beginning.

FURTHER EXCEPTING THEREFROM the following:

Beginning for reference at the railroad spike (found) where the existing centerline of Hamilton Road intersects the existing centerline of Havens Corners Road (Hamilton Road centerline station 92+20.72, Havens Corners Road centerline station 0+00);

Thence South 86° 07' 50" East along the centerline of Havens Corners Road, a distance of 249.80 feet to a point (Havens Corners Road centerline station 2+49.80);

Thence leaving the centerline of Havens Corners Road, North 3° 49' 10" East a distance of 40.00 feet to the point in the existing northerly right-of-way line of Havens Corners Road marking Grantor's southwesterly property corner and being the true place of beginning (40.00 feet left, station 2+49.77);

Thence North 3° 49' 10" East, along Grantor's westerly property line, a distance of 5.00 feet to a point (45.00 feet left, station 2+49.76);

Thence South 86° 07' 50" East, a distance of 125.00 feet to a point in Grantor's easterly property line (45.00 feet left, station 3+74.76);

Thence South 3° 49' 10" West, along Grantor's easterly property line, a distance of 5.00 feet to the point in the existing northerly right-of-way of Havens Corners Road marking Grantor's southeasterly property line (40.00 feet left, station 3+74.77);

Thence North 86° 07' 50" West, along the existing northerly right-of-way line of Havens Corners Road and Grantor's southerly property line, a distance of 125.00 feet to the place of beginning and containing 0.0143 acre, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

The bearings of the above description are based upon the centerline of Havens Corners Road as being South 80° 07' 50" East.

This description is based upon a survey made by EMH&T in November 1989 under the direction of Lawrence E. Ball, Registered Surveyor No. 6878.

0.0143 acre is out of Auditor's Parcel No. 025-7064 and was transferred to City of Gahanna by limited warranty deed recorded April 18, 1994 in Official Record Volume 26193, Page F-01, Franklin County, Ohio Recorder's Office.

Instrument Reference: Franklin County, Ohio, Instrument Reference: 202205130073459, filed May 13, 2022

EXHIBIT C
Access Easement Area

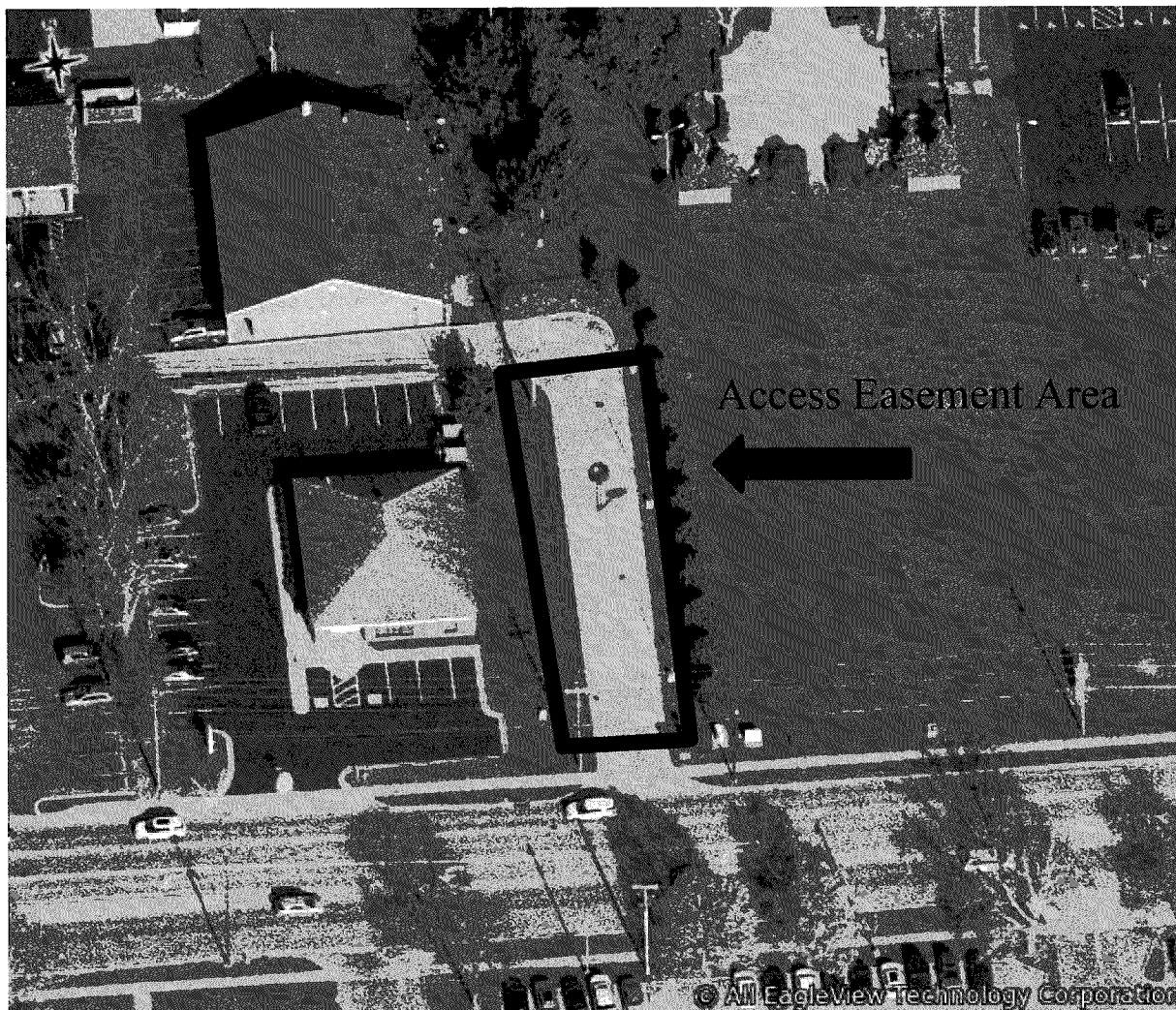
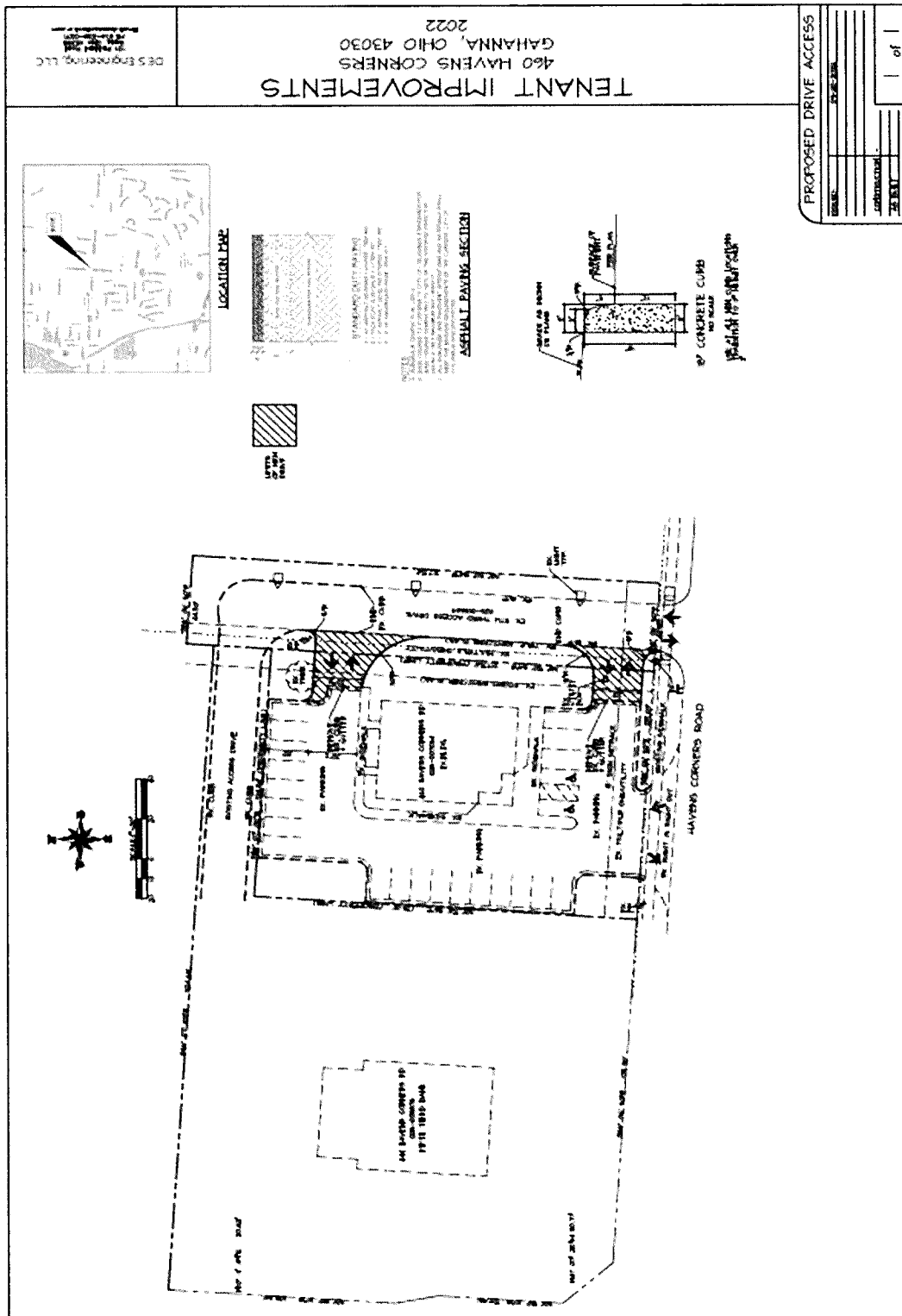


EXHIBIT D



Assistant City Engineer

1. Access Easement considerations - noting restricts competing uses. What happens when property transfers? If there is a change in use overtime to say a high turn over drive through operation, a TIS would likely be required at that point in time... how will that be handled when access is on another property? More over, if it (TIS) results in restriction of full movement access in that future state.

(Please refer to the Easement Agreement - Page 4, #10 Duration)

2. Proof of Access Easement Recording with Franklin County (See attached)

3. Consideration of how Stormwater Utility ERU calculation will be handled when impervious area for the benefit of one property, resides on another. (You can add the total additional ERU change to the 460 Havens Corners bill)

Parks

4. No Comment per Julie Predieri

Fire District

5. The fire division has no objection to the Design Review and Final Development Plan for the facility at 460 Havens Corner Road – Campus & Company.

Planning

6. Please complete the materials list as part of the Design Review application. (See attached)

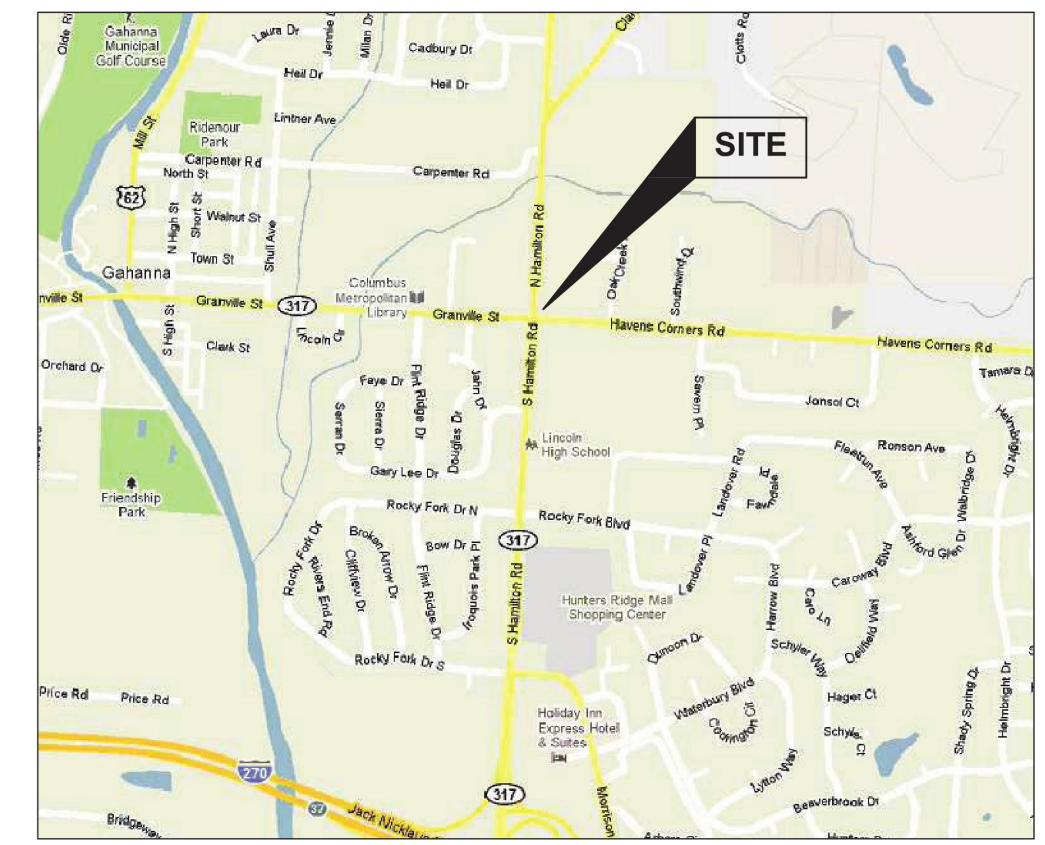
7. Please label the location of the area that is being enclosed on the site plan. (See revised Site Plan below)

8. Per application requirements, you must submit four-sided color renderings of the proposed exterior modifications. (See attached)

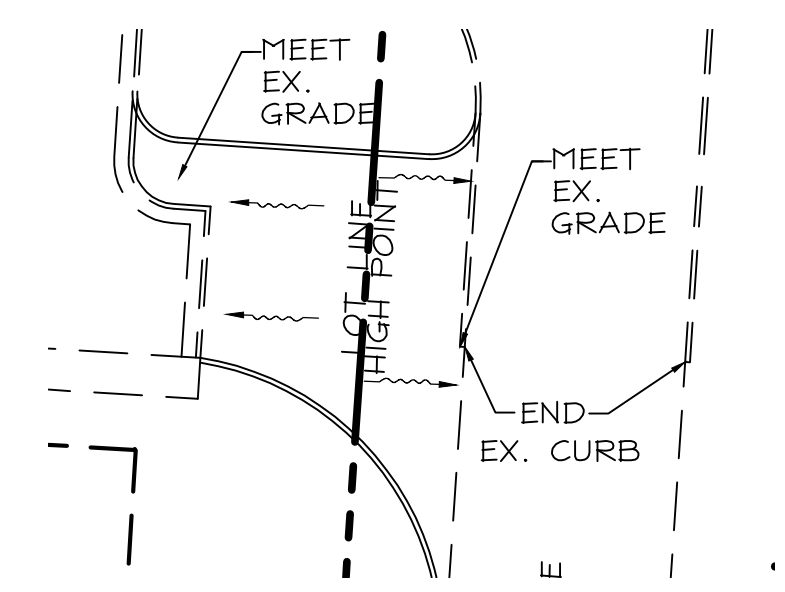
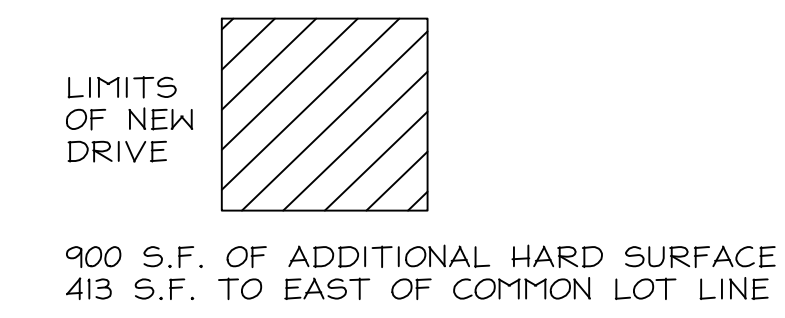
9. In order to confirm that parking requirements are still being met, please include a data table that includes building size (SF), height, parking spaces required vs existing, and any other applicable information. The parking required for this site is 1 space per 250 SF of gross floor area. (See revised Site Plan below)

TENANT IMPROVEMENTS

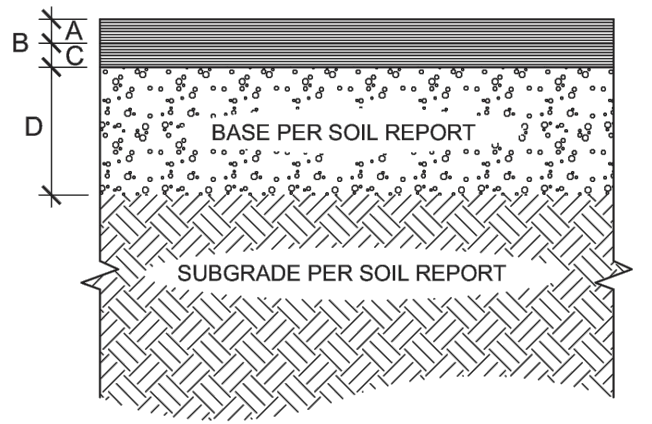
460 HAVENS CORNERS GAHANNA, OHIO 43030 2022



LOCATION MAP



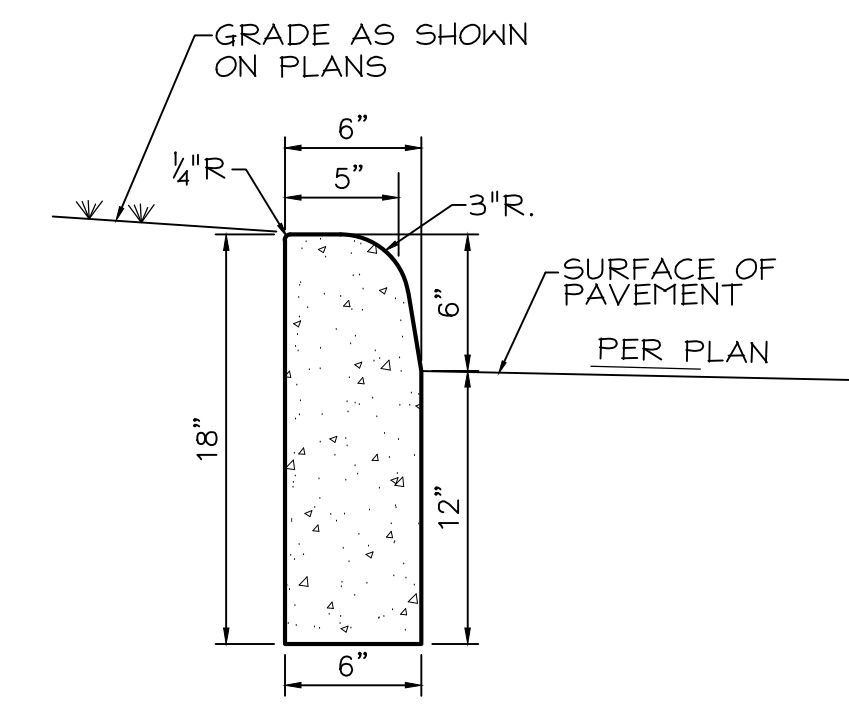
GRADING PLAN



STANDARD DUTY PAVING
 A = 1" ASPHALT WEARING COURSE, ITEM 404
 B = TACK COAT (0.05 GAL/S.Y.), ITEM 407
 C = 2" ASPHALT LEVELING COURSE, ITEM 402
 D = 8" OF AGGREGATE BASE, ITEM 411

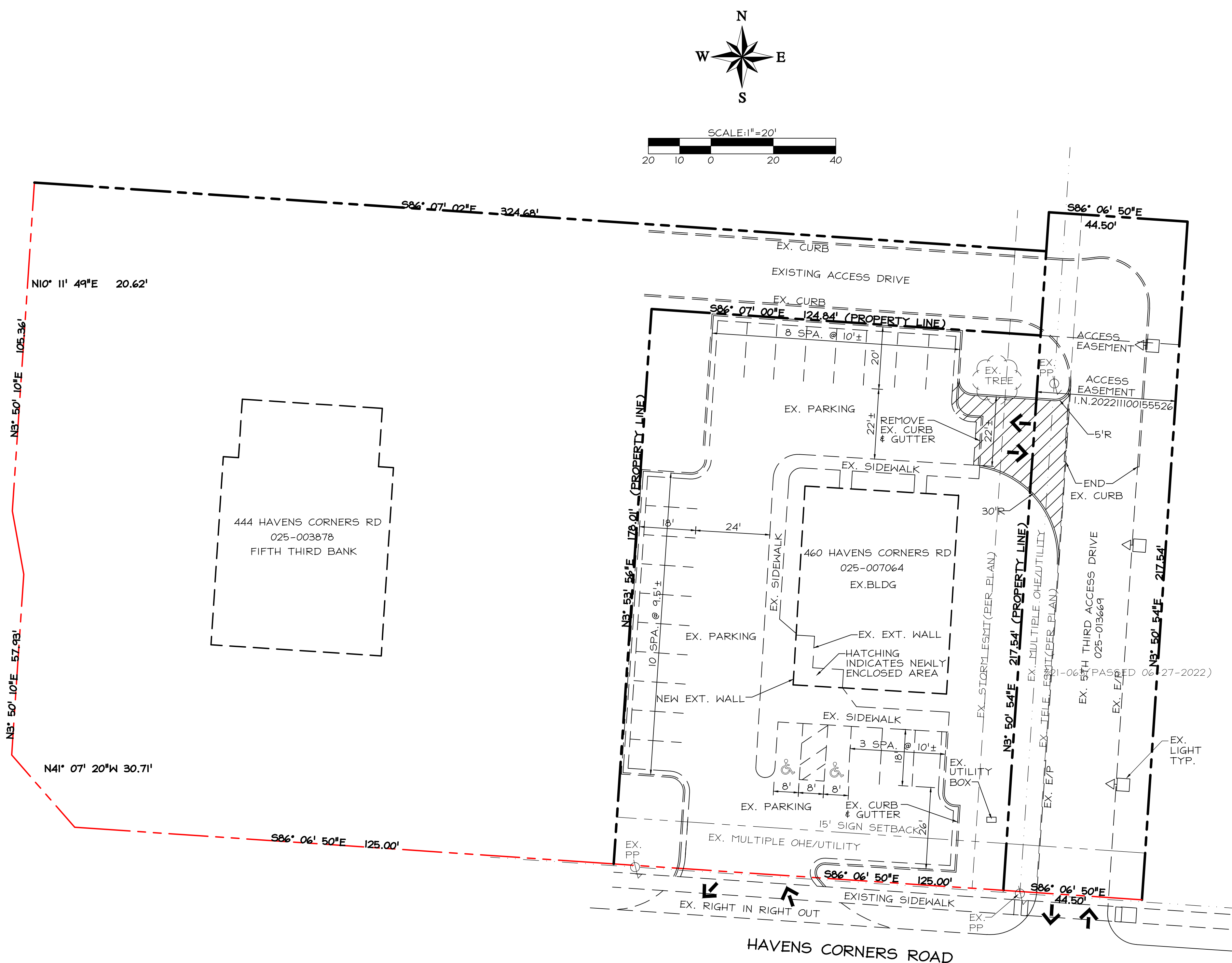
NOTES
 A. SUBGRADE COMPACTION: CBR-5
 B. BASE COURSE TO CONFORM TO CITY OF COLUMBUS STANDARDS FOR BASE COURSE COMPACTED TO 100% OF THE MODIFIED PROCTOR (ASTM D-1557) MAXIMUM DRY DENSITY.
 C. ALL SUBGRADE AND PAVEMENT OPERATIONS AND MATERIALS SHALL MEET THE MINIMUM REQUIREMENTS OF THE CURRENT CITY OF COLUMBUS SPECIFICATIONS.

ASPHALT PAVING SECTION



18" CONCRETE CURB
 NO SCALE

USE AT ALL NEW CURB LOCATIONS
 TRANSITION TO 0" HEIGHT OVER
 2'



SITE DATA

CURRENT ZONING:	CG; COMMUNITY COMMERCIAL
EXISTING USE:	VACANT
PROPOSED USE:	PRIVATE MEMBERSHIP- RETAIL(GROCERY/HOUSEHOLD ITEMS)
PID:	025-007064
BUILDING AREA:	3237 S.F.
BUILDING HEIGHT:	13' TO MIDPOINT OF ROOF

MINIMUM PARKING REQUIRED

PROPOSED BUILDING RETAIL: 3237 S.F. @ 1/250 = 12.94*13	
TOTAL REQUIRED PARKING:	13 SPACES
WITH 1 HANDICAP SPACE	

TOTAL PARKING PROVIDED

21 REGULAR	
2 HANDICAP	

PROPOSED DRIVE ACCESS

ISSUED:	10-18-2022
	12-29-2022
CONSTRUCTION	-
AS BUILT	



February 22, 2023

ACCI Partners LLC
1301 Research Rd.
Gahanna, OH 43230

RE: Project 460 Havens Corners Rd Design Review/C of A

Dear ACCI Partners LLC:

The following comments were generated from the review of the submitted plans and documents for the referenced project.

City Engineer

1. Access Easement considerations - noting restricts competing uses. What happens when property transfers? If there is a change in use overtime to say a high turn over drive through operation, a TIS would likely be required at that point in time... how will that be handled when access is on another property? More over, if it (TIS) results in restriction of full movement access in that future state.
2. Proof of Access Easement Recording with Franklin County
3. Consideration of how Stormwater Utility ERU calculation will be handled when impervious area for the benefit of one property, resides on another.
4. Same as comment on FDP - Sidewalk along Havens Corners Road, along the property's frontage shall be ADA compliant per PROWAG standards (if non-complaint)

Parks

5. No Comment per Julie Predieri

Fire District

6. The fire division has no objection to the Design Review and Final Development Plan for the facility at 460 Havens Corner Road – Campus & Company.

Planning

7. Informational Comment: All necessary information has been submitted and code requirements met. No objections

If you have general comments or questions, please contact me at kelly.wicker@gahanna.gov or (614) 342-4025. If your questions are specific to a certain department's comments please reach out to that department.

Sincerely,

Kelly Wicker
Planning and Zoning Coordinator



STAFF REPORT

Request Summary

The applicant is requesting approval of a Final Development Plan and Design Review for various exterior modifications at 460 Havens Corners Road. The property is located on the northern side of Havens Corners Road and is zoned CC – Community Commercial. This commercial zoning designates the site as part of Design Review District 3 (DRD-3).

Part of the proposal is to add a second drive and apron at the northeast portion of the site, in addition to the existing access drive on the south property line. The new drive will connect to an access drive that currently only provides access to the neighboring properties to the north and west. This will add 487 square feet of pavement to the lot.

The second part of the proposal is to fully enclose the existing vestibule at the southwest corner of the building, thus increasing its total interior square footage. The new exterior walls will be constructed of brick to match the existing wall. Additionally, a new door will be located on the west elevation and new windows on the south elevation. These will also match the existing windows and doors.

Final Development Plan

Planning Commission shall approve an FDP application if the following four conditions are met:

- The proposed development meets the applicable development standards of this Zoning Ordinance.
- The proposed development is in accord with appropriate plans for the area.
- The proposed development would not have undesirable effects on the surrounding area.
- The proposed development would be in keeping with the existing land use character and physical development potential of the area.

Design Review

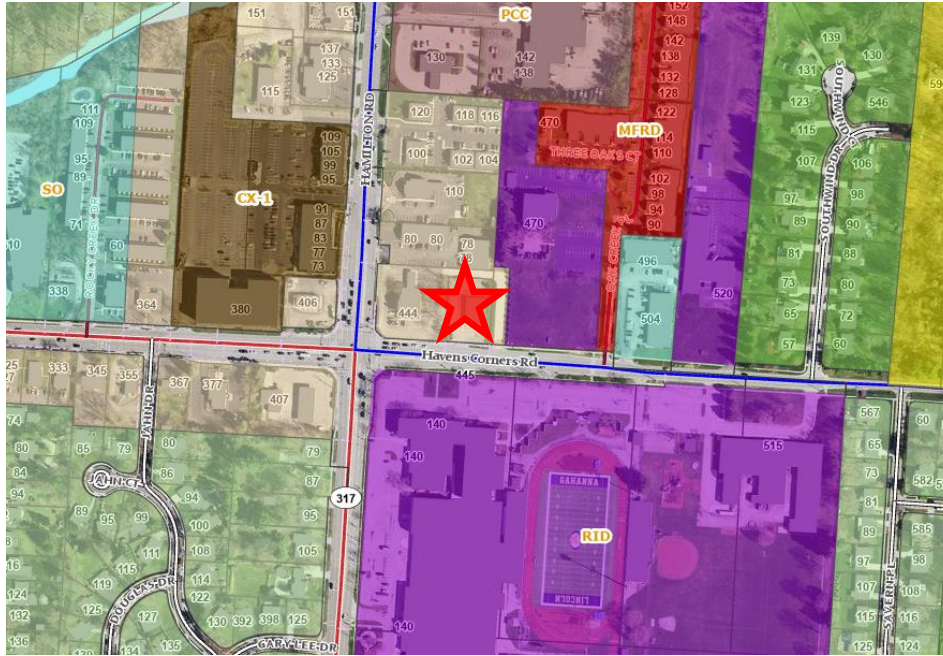
General review criteria for Design Review applications include the following:

- Are stylistically compatible with other new, renovated, and existing structures in the applicable Design Review District in order to maintain design continuity and provide protection of existing design environment.
- Contribute to the improvement and upgrading of the architectural and design character of the Design Review District.
- Contribute to the continuing economic and community vitality of the Design Review District
- Maintain, protect and enhance the physical surroundings of the Design Review District.

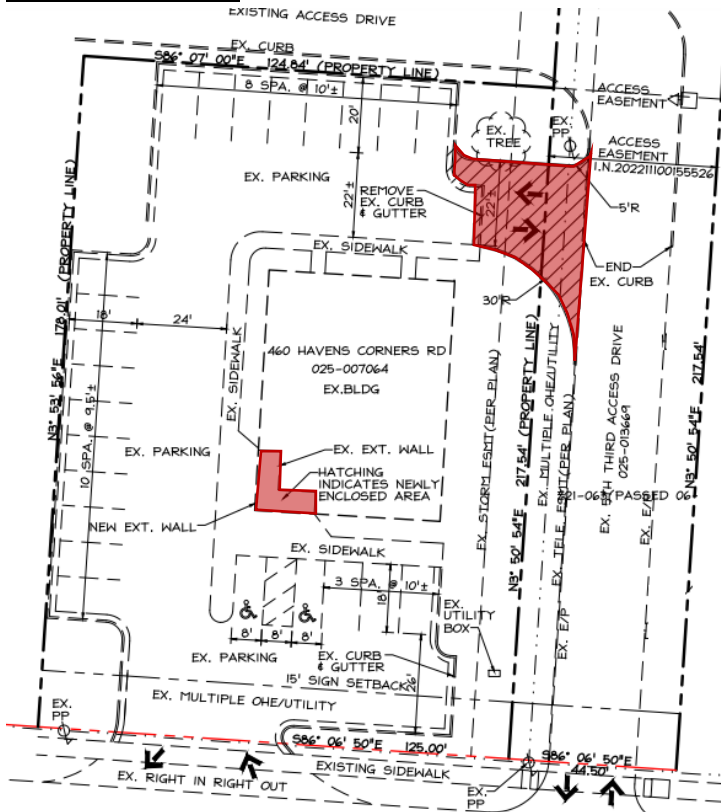
Staff Comments

Staff recommends approval of the Final Development Plan and Design Review applications as submitted. The proposed modifications are minor in nature and meet the relevant criteria outlined above. The site still exceeds parking requirements after the proposed changes. The proposed modifications meet all applicable Code requirements, and no variances are required.

Location/Zoning Map



Submitted Site Plan



Respectfully Submitted By:
Maddie Capka
Planner