



Underhill & Hodge LLC
ATTORNEYS & COUNSELORS AT LAW



FILE COPY

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APPLICATION CONTENTS LIST
MINOR PROJECT REVIEW – SIGNS FOR 13 S. HIGH ST.

Enclosed please find the following materials:

1. Planning Application
2. Minor Project Review Checklist
3. Project Description
4. Sign Designs, Dimensions, and Description of Materials and Colors
5. Elevations of Building & Proposed Signs
6. Ground Lease Memorandum showing that the applicant is the owner of the buildings/property that is the subject of this application

Should you have any questions or concerns, please feel free to contact me at joseph@uhlfirm.com or by phone at (614) 335-9326.

Sincerely,

Joseph Tanoury,
Attorney for Applicant/Owner

PROJECT DESCRIPTION

MINOR PROJECT REVIEW – SIGNS FOR 13 S. HIGH ST.

Review Request: MPR – ARB Review of Signage
Owner/Applicant: Old Dublin TC, LLC
Tenant: Daso Custom Cabinetry
Address: 13 S. High St.
Zoning District: BSC – HCD

Owner/Application submits this review request for the benefit of tenant, Daso Custom Cabinetry, a family-owned custom cabinetry business having three locations in Ohio. This application concerns their location at 13 S. High Street, being the company's first and only central-Ohio location. The signage proposed is consistent with the Historic Core District aesthetic and is nearly a "like-for-like" exchange of the previously-approved signage at this location.

Signs Proposed for Building Below (sign details and elevations on materials submitted with application)

- 1 projecting sign above High Street entrance (East Elevation)
- 1 flush-mounted sign – located at patio entrance (South Elevation)
- 1 flush-mounted sign – located facing the parking lot (West Elevation)



PROPOSED SIGN DESIGN & SPECIFICATIONS

DASO CABINETS

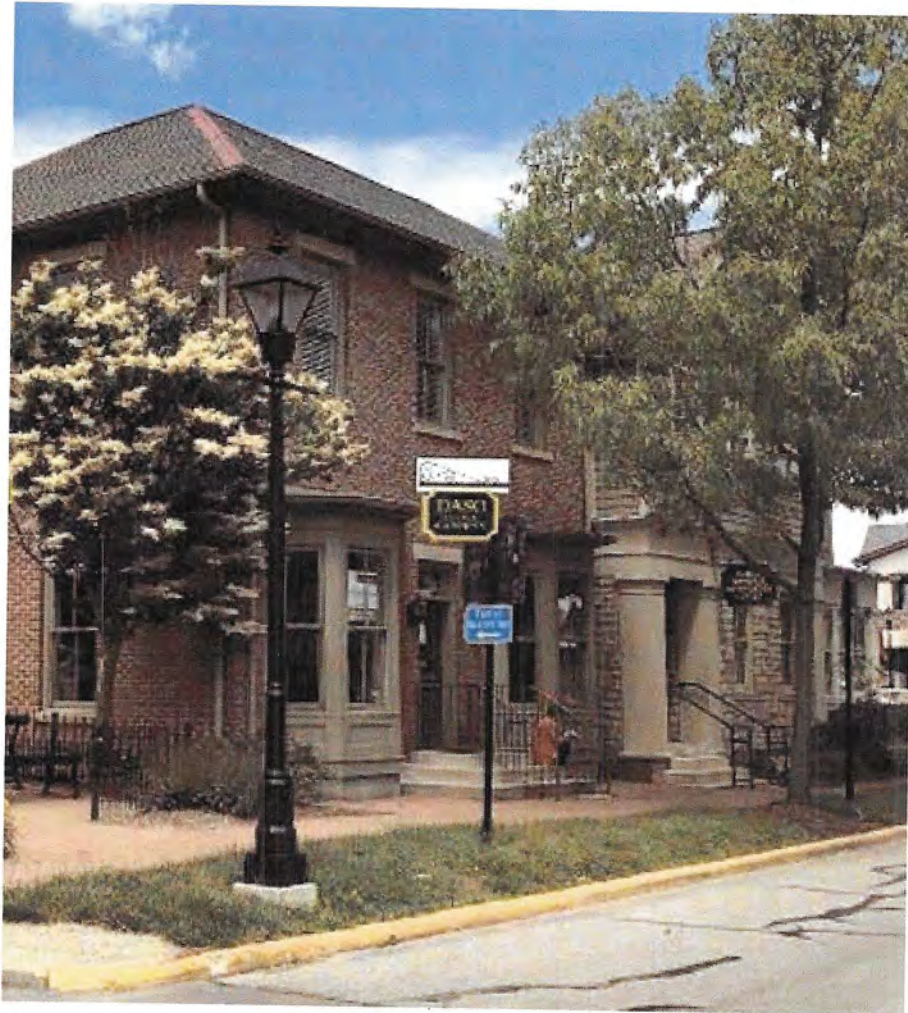
12" x 96" Building Flush Mounted Carved HDU Sign



(1) 24" x 36" Projecting Carved Sign- 2 sided

1. Two flush mounted signs are being proposed in the locations depicted on the elevations submitted with this application.
2. All three signs will be 1.5 inches thick
3. The material being used will be a carved HDU.
4. Letters will be V-carved into the background per Old Towne specs.
5. 3 colors will be used for each sign: black (background), yellow (PMS 102), and gold (PMS 810).

PROJECTING SIGN ELEVATION
(EAST ELEVATION – HIGH ST. ENTRANCE)



SIGN PLACEMENT

- 109" from ground level
- 174" centerline from left edge of building

FLUSH MOUNTED SIGN ELEVATION
(SOUTH ELEVATION – PATIO)



SIGN PLACEMENT

- 137" from ground level
- 209.5" centerline from left edge of building

FLUSH MOUNTED SIGN ELEVATION
(WEST ELEVATION – PARKING LOT)



SIGN PLACEMENT

- 137" from ground level
- 173" centerline from right edge of building

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ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is entered into by and between GRABILL & COMPANY, LLC, an Ohio limited liability company, PATRICK M. GRABILL, and EAST TOWN PROPERTIES, LLC, an Ohio limited liability company (collectively referred to as "Assignor"), and OLD DUBLIN TC, LLC, an Ohio limited liability company ("Assignee").

RECITALS:

A. Assignor is the Lessee under that certain Ground Lease dated February 5, 1999, a memorandum of which is recorded as Instrument No. 199902090034317 in the Recorder's Office of Franklin County, Ohio, and as amended pursuant to that certain First Addendum to Ground Lease dated as of September 20, 2003 (collectively referred to as the "Ground Lease"), a copy of which has been provided to Assignee, pertaining to certain real property consisting of approximately 0.243 acres of land, more or less, located in Dublin, Franklin County, Ohio, as more particularly described as Exhibit "A" attached hereto and incorporated herein by reference (the "Real Estate"), and Assignor holds a continuing option to purchase the Real Estate under the Ground Lease.

A. Pursuant to the terms of the Ground Lease, Assignor owns all of the improvements constructed on the Real Estate which presently consists of a shopping center containing approximately 13,048 square feet of retail space and is commonly known as the Old Dublin Town Center I (the "Improvements").

B. Assignor has agreed to sell to Assignee and Assignee has agreed to purchase the Improvements in accordance with the terms and conditions of that certain Purchase Agreement between Assignor and Assignee dated June 6, 2007, as amended to date (the "Agreement").

B. Assignor desires to assign Assignor's rights under the Ground Lease to Assignee and Assignee desires to assume Assignor's obligations thereunder from and after the date of transfer of the Improvements to Assignee by Assignor.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), paid by Assignee to Assignor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Effective as of the Effective Date (as defined below), Assignor does hereby assign, transfer and set over to Assignee all of Assignor's right, title and interest in and to the Ground Lease, including but not limited to, (a) any currently existing security deposits, subject, however, to all of the covenants, terms, conditions and provisions thereof, and (b) the purchase option set forth therein. Assignor hereby covenants and agrees that, Assignor has the right, power and authority to transfer the Ground Lease to Assignee with the Lessor's consent, which is evidenced below. Assignor hereby agrees to indemnify, defend and save Assignee harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages by reason of any default of Assignor as lessor under the Ground Lease with respect to any period or any circumstances existing on or prior to the Effective Date.

120071128

Stewart Title Agency
of Columbus Box

2. Assignee hereby agrees to assume, keep and perform, from and after the Effective Date, all of the terms, covenants and conditions contained in the Ground Lease and required to be kept or performed by Assignor as lessee thereunder first arising on or after the Effective Date. Assignee hereby agrees to indemnify, defend and save Assignor harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages by reason of any default of Assignee as lessee under the Ground Lease with respect to any period or circumstances first arising on or after the Effective Date.

3. Nothing in this Assignment shall release or discharge Assignor from the Ground Lease, and Assignor shall remain liable pursuant to the terms and conditions of the Ground Lease from and after the date hereof.

4. This Assignment shall be governed and construed in accordance with the laws of the State of Ohio.

5. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. This Assignment may be executed in multiple identical counterparts all of which, when taken together, shall constitute one document.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth below their respective signatures. The "Effective Date" of this Agreement shall be the later of the date this Agreement is signed by both Assignee and Assignor.

ASSIGNOR:

GRABILL & COMPANY, LLC, an Ohio
limited liability company



Patrick M. Grabill
Managing Member

Date: 9-27, 2007

ASSIGNEE:

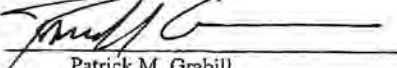
OLD DUBLIN TC, LLC, an Ohio limited
liability company

By: _____

Todd A. Wyett
Manager

Date: _____, 2007

ASSIGNOR:



Patrick M. Grabill

Date: 9-27, 2007

ASSIGNOR:

EAST TOWN PROPERTIES, LLC, an Ohio
limited liability company

By: 

Print Name: RONNIE PHILLIPS

Its: PRESIDENT

Date: _____, 2007

2. Assignee hereby agrees to assume, keep and perform, from and after the Effective Date, all of the terms, covenants and conditions contained in the Ground Lease and required to be kept or performed by Assignor as lessee thereunder first arising on or after the Effective Date. Assignee hereby agrees to indemnify, defend and save Assignor harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages by reason of any default of Assignee as lessee under the Ground Lease with respect to any period or circumstances first arising on or after the Effective Date.

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ASSIGNOR:

GRABILL & COMPANY, LLC, an Ohio limited liability company

By: _____
Patrick M. Grabill
Managing Member

Date: _____, 2007

ASSIGNOR:

Patrick M. Grabill
Date: _____, 2007

ASSIGNEE:

OLD DUBLIN TC, LLC, an Ohio limited liability company

By: _____
Todd A. Wyett
Manager

Date: 9/27, 2007

ASSIGNOR:

EAST TOWN PROPERTIES, LLC, an Ohio limited liability company

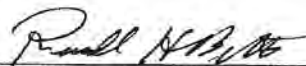
By: _____
Print Name: _____

Its: _____
Date: _____, 2007

LESSOR'S CONSENT

The undersigned, Dublin Marathon Services Co., an Ohio corporation, with offices at 7809 Olentangy River Road, Worthington, Ohio 43235 and the Lessor under the Ground Lease, hereby acknowledges and irrevocably consents to the foregoing assignment of the Ground Lease to Assignee.

DUBLIN MARATHON SERVICES CO.,
an Ohio corporation

By: 
Name: RUSSELL H. BETTIS
Its: President
Date: 9/15, 2007

STATE OF OHIO)
)SS:
COUNTY OF FRANKLIN)

This instrument was acknowledged before me by Patrick M. Grabill, Managing Member of Grabill & Company, LLC, an Ohio limited liability company, on behalf of such limited liability company, this 27th day of August, 2007.



JULIE A. ROSS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES DECEMBER 29, 2007

Julie A. Ross
Notary Public

STATE OF OHIO)
)SS:
COUNTY OF FRANKLIN)

27th This instrument was acknowledged before me by Patrick M. Grabill, individually, this day of August, 2007.



JULIE A. ROSS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES DECEMBER 29, 2007

Julie A. Ross
Notary Public

STATE OF OHIO)
)SS:
COUNTY OF FRANKLIN)

This instrument was acknowledged before me by RONNIE PHILLIPS, PRESIDENT of East Town Properties, LLC, an Ohio limited liability company, on behalf of such limited liability company, this 16th day of ~~August~~ September, 2007.

Rebecca B. Guterba
Notary Public

REBECCA B. GUTERBA, Notary Public
In and for the State of Ohio
My Commission Expires 2-28-2013

STATE OF OHIO)
)SS:
COUNTY OF OHIO)

This instrument was acknowledged before me by Todd A. Wyatt, Manager of Old Dublin TC, LLC, an Ohio limited liability company, on behalf of such limited liability company, this 28th day of ~~August~~ September, 2007.

Patricia Allerton
Notary Public

Patricia Allerton, Notary Public
Oakland County, Michigan
My Commission Expires: July 25, 2012
Acting in Oakland County, Michigan

STATE OF)
) SS:
COUNTY OF)

This instrument was acknowledged before me by Russell H. Bettis,
President of Dublin Marathon Services Co., an Ohio corporation, on behalf of such
corporation, this 16th day of ~~August~~ Sept., 2007.



ROBERT REYNOLDS DUNN
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Robert Reynolds Dunn
Notary Public

This instrument is

Christopher D. Adkinson, Esq.
Kephart Fisher LLC
207 N. Fourth Street
Columbus, OH 43215

When recorded return to:

Steven D. Sallen, Esq.
MADDIN, HAUSER, WARTELL,
ROTH & HELLER, P.C.
28400 Northwestern Highway
Third Floor - Essex Centre
Southfield, Michigan 48034
(248) 827-1861

683403v2

EXHIBIT "A"

LEGAL DESCRIPTION



FEB 04 10 03:20 AM

FRN 000

F- VC

January 5, 1999

**DESCRIPTION OF A 0.243 ACRE TRACT
AT THE SOUTHWEST CORNER OF BRIDGE STREET AND SOUTH HIGH STREET,
DUBLIN, OHIO**

Situated in the State of Ohio, County of Franklin, City of Dublin, in Virginia Military Survey No. 2542, being a portion of Lot No. 143 and a portion of Lot 142 of the Town Plat of Dublin, of record in Plat Book 1, Page 193, Recorder's Office, Franklin County, Ohio and being a portion of a 0.385 acre tract of land conveyed to Dublin Marathon Service Co., by deed of record in Official Record 12467, Page H 12, Recorder's Office, Franklin County, Ohio, said tract being bounded and described as follows:

Beginning at a railroad spike found at the intersection of the south right-of-way line of Bridge Street - U.S. Route 33/S.R. 161 (60 feet in width) with the east line of West Mill Lane (30 feet in width), at the northwest corner of said Lot No. 143 and at the northwest corner of said 0.385 acre tract;

thence N 89° 56' 00" E along the south right-of-way line of Bridge Street - U.S. Route 33/S.R. 161, along the north line of said Lot No. 143 and along the north line of said 0.385 acre tract a distance of 166.02 feet to a drill hole found at the intersection of the south right-of-way line of Bridge Street - U.S. Route 33/S.R. 161 with the west right-of-way line of South High Street - Dublin Road (66 feet in width), at the northeast corner of said Lot No. 143 and at the northeast corner of said 0.385 acre tract;

thence S 0° 04' 21" E along the west right-of-way line of South High Street - Dublin Road, along the east line of said Lot No. 143, along a portion of the east line of said Lot No. 142 and along the east line of said 0.385 acre tract a distance of 99.54 feet to a 3/4" I.D. iron pipe found at the southeast corner of said 0.385 acre tract and at the northeast corner of a tract of land conveyed as Parcel I to City of Dublin by deed of record in Official Record 11388, page H 09, Recorder's Office, Franklin County, Ohio;

thence S 89° 36' 18" W crossing a portion of said Lot No. 142, along a portion of the south line of said 0.385 acre tract and along a portion of the north line of said Parcel I a distance of 49.20 feet to a point;

thence crossing a portion of said Lots Nos. 142 and 143 and crossing a portion of said 0.385 acre tract the following eight (8) courses:

1. N 0° 01' 39" E a distance of 43.64 feet to a point;
2. N 89° 58' 21" W a distance of 14.00 feet to a point of curvature;
3. northwesterly with a curve to the right, data of which is: radius = 5.00 feet, and delta = 90° 00' 00", a chord distance of 7.07 feet bearing N 44° 58' 21" W to a point of tangency;
4. N 0° 01' 39" E a distance of 14.00 feet to a point;
5. N 89° 58' 21" W a distance of 46.00 feet to a point;
6. S 0° 01' 39" W a distance of 14.00 feet to a point of curvature;

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January 5, 1999

- 7. southwesterly with a curve to the right, data of which is: radius = 5.00 feet, and delta = $90^{\circ} 00' 00''$, a chord distance of 7.07 feet bearing $S 45^{\circ} 01' 39'' W$ to a point of tangency;
- 8. $N 89^{\circ} 58' 21'' W$ a distance of 47.00 feet to a point in the east line of West Mill Lane, in the west line of said Lot No. 143 and in the west line of said 0.385 acre tract;

thence $N 0^{\circ} 01' 39'' E$ along the east line of West Mill Lane, along a portion of the west line of said Lot No. 143 and along a portion of the west line of said 0.385 acre tract a distance of 55.99 feet to the place of beginning;

containing 10,373 square feet (≈ 0.243 acre) of land more or less and being subject to all easement and restrictions of record. The south and west boundary is based on the outline of the proposed back of curb. No monumentation was set.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey performed under his supervision of said 0.385 acre tract in August, 1998. Basis of bearings is the south line of Bridge Street, being assumed at $N 89^{\circ} 56' 00'' E$, and all other bearings are based upon this meridian.

Kevin L. Baxter

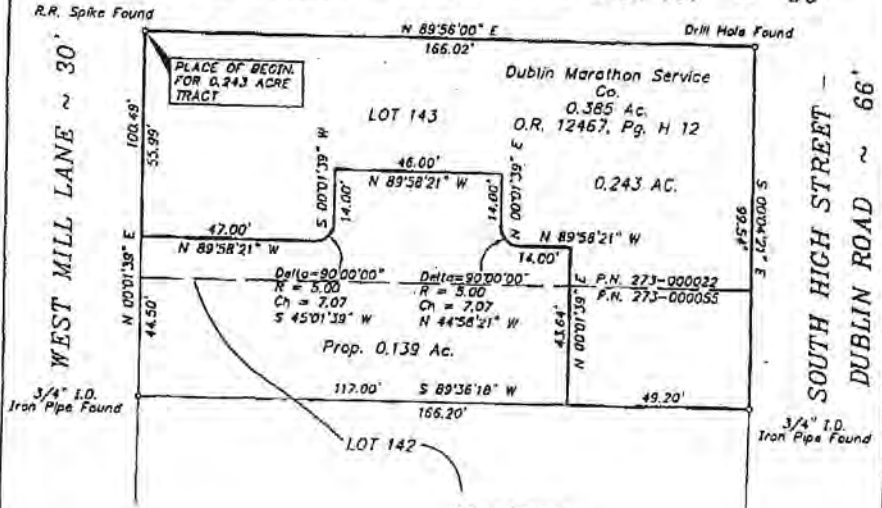
Kevin L. Baxter
Ohio Surveyor #7697



NEA
AU OF
Title Bar
ON:
SPLIT
FROM
Columb City of Dublin
OK. No plat required
12-13) Barbara M. Clark
22-6 Planning Director
55



BRIDGE STREET - U.S.R. 33 - S.R. 161 ~ 60'



BASIS OF BEARINGS: The South Line of Bridge Street, Being Assumed at N 89° 58' 00" E, and all Other Bearings are based upon this meridian.

**EXHIBIT FOR 0.243 ACRE TRACT
SOUTH OF WEST BRIDGE STREET, WEST OF HIGH STREET,
DUBLIN, OHIO
(V.M.S. NO. 2542)**

The South and West boundary is based on the outline of the proposed back of curb. No monuments are shown or set.

SCALE: 1" = 30'

C.F. Bird & R.J. Bull, Inc.
2875 W. Dublin-Granville Rd.
Columbus, Ohio 43235

JANUARY 5, 1999
By Kevin L. Baxter
Kevin L. Baxter - Ohio Surveyor No. 7697

EXHIBITS\DUBTWN.dwg