

Zoning Report

Site Information

Address	2100 MORSE RD, COLUMBUS, OH
Mailing Address	12295 OLIVE BLVD SAINT LOUIS MO 63141-6630
Owner	MC-NC HOLDINGS LLC
Parcel Number	010291879
In Columbus?	Yes
County	FRANKLIN

Zoning Information

Zoning	Z17-023, Commercial, CPD, 11/29/2017, H-35
Historic District	None
Short North Special Parking Area	Out
Council Variance	None
Board of Zoning Adjustment (BZA) Variance	None
Commercial Overlay	MORSE ROAD RCO
Planning Overlay	None
Graphics Variance	None
Area Commission	None
Historic Site	No
Flood Zone	Out
Airport Overlay Environs	None

Pending Zoning Action

Zoning	None
Board of Zoning Adjustment (BZA) Variance	None
Council Variance	None
Graphics Variance	None



Graphics Commission Application

DEPARTMENT OF BUILDING AND ZONING SERVICES

757 Carolyn Avenue, Columbus, Ohio 43224
Phone: 614-645-7433 • www.bzs.columbus.gov

OFFICE USE ONLY

Application Number: GC18-007 Date Received: 1/18/18
 Application Accepted by: W. Reiss Fee: \$1,900⁰⁰
 Commission/Civic: Northland
 Existing Zoning: CPD
 Comments: 3/20/18

TYPE(S) OF ACTION REQUESTED (Check all that apply):

- Variance Graphics Plan Special Permit Miscellaneous Graphic

Indicate what the proposal is and list applicable code sections. State what it is you are requesting.

To permit an existing tenant panel on a 4 tenant panel Pylon to be split to allow 2 tenants to share in relief of CC3377.11 (A)

LOCATION

Certified Address: 2100 MORSE RD City: Columbus Zip: 43229

Parcel Number(s): 010245370

APPLICANT

Applicant Name: Sean T. Clark Phone Number: 614-444-3333 Ext.: 226

Address: 1640 Harmon Ave City/State: Columbus, OH Zip: 43223

Email Address: sclark@danitesign.com Fax Number: 614-444-3026

PROPERTY OWNER(S) Check here if listing additional property owners on a separate page

Name: MC-NC LLC Phone Number: (314) 567-1221 Ext.: _____

Address: 12295 Olive Blvd City/State: St. Louis, MO Zip: 63141

Email Address: mhurwitz@walpertproperties.com Fax Number: _____

ATTORNEY / AGENT (Check one): Attorney Agent

Name: Sean T. Clark Phone Number: 614-444-3333 Ext.: 226

Address: 1640 Harmon Ave City/State: Columbus, OH Zip: 43223

Email Address: sclark@danitesign.com Fax Number: 614-444-3026

SIGNATURES (All signatures must be provided and signed in blue ink)

APPLICANT SIGNATURE _____

PROPERTY OWNER SIGNATURE _____ (owner)

ATTORNEY / AGENT SIGNATURE _____

PLEASE NOTE: Incomplete information will result in the rejection of this submittal.
Applications must be submitted by appointment. Call 614-645-4522 to schedule.
Please make checks payable to the Columbus City Treasurer

Graphics Commission Application

DEPARTMENT OF BUILDING AND ZONING SERVICES

757 Carolyn Avenue, Columbus, Ohio 43224
Phone: 614-645-7433 • www.bzs.columbus.gov

AFFIDAVIT

STATE OF OHIO
COUNTY OF FRANKLIN

Being first duly cautioned and sworn **(1)** NAME Sean T. Clark

of **(1)** MAILING ADDRESS 1640 Harmon Ave. Columbus, OH 43223

deposes and states that (he/she) is the applicant, agent, or duly authorized attorney for same and the following is a list of the name(s) and mailing address(es) of all the owners of record of the property located at

(2) per CERTIFIED ADDRESS FOR PROPERTY 2100 Morse Rd Columbus, Ohio 43229

for which application for a rezoning, variance, special permit or graphics plan was filed with the Department of Building and Zoning Services, on **(3)** _____

(THIS LINE TO BE FILLED OUT BY CITY STAFF)

SUBJECT PROPERTY OWNERS NAME
AND MAILING ADDRESS

(4) MC-NC LLC

12295 Olive Blvd

St. Louis, MO 63141

APPLICANT'S NAME AND PHONE #
(same as listed on front application)

Sean T. Clark 614-444-3333 x 226

AREA COMMISSION OR CIVIC GROUP
AREA COMMISSION ZONING CHAIR
OR CONTACT PERSON AND ADDRESS

(5) Northland Community Council

Ken Gilbert

kgilbert78@att.net

P.O. Box 297836
Col, OH 43229

and that the attached document **(6)** is a list of the **names and complete mailing addresses**, including **zip codes**, as shown on the **County Auditor's Current Tax List or the County Treasurer's Mailing List**, of all the **owners of record of property within 125 feet** of the exterior boundaries of the property for which the application was filed, **and** all of the owners of any property within 125 feet of the applicant's or owner's property in the event the applicant or the property owner owns the property contiguous to the subject property

(7) SIGNATURE OF AFFIANT



Sworn to before me and signed in my presence this 17 day of Jan, in the year 2018

(7) SIGNATURE OF NOTARY PUBLIC

12/13/2020
My Commission Expires

Notary Seal Here



BRUCE G. TOKAR, SR
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 12/13/2020

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Applications must be submitted by appointment. Call 614-645-4522 to schedule.
Please make checks payable to the Columbus City Treasurer



5160®

Easy Peel® Address Labels
Bend along line to expose Pop-up Edge®

GC18-007
2100 Morse Road
Use Avery Template 5160

Heatherton Drive LP
Or Current Occupant
4615 NorthTown BL
Columbus, OH 43229

Heatherton Drive LP
Or Current Occupant
4615 NorthTown BL
Columbus, OH 43229

Heatherton Drive LP
Or Current Occupant
811 W Evergreen Ave
Chicago, IL 60622

Heatherton Drive LP
Or Current Occupant
811 W Evergreen Ave
Chicago, IL 60622

Charter School Fund LLC
Or Current Occupant
4656 Heaton Rd
Columbus, OH 43229

Charter School Fund LLC
Or Current Occupant
4656 Heaton Rd
Columbus, OH 43229

Charter School Fund LLC
Or Current Occupant
1650 Tysons BL STE 1600
McLean, VA 22102

Charter School Fund LLC
Or Current Occupant
1650 Tysons BL STE 1600
McLean, VA 22102

Taucher Meghan R
Or Current Occupant
1993 Waymont Rd
Columbus, OH 43229

Taucher Meghan R
Or Current Occupant
1993 Waymont Rd
Columbus, OH 43229

Taucher Meghan R
Or Current Occupant
1993 Waymont Rd
Columbus, OH 43229

Taucher Meghan R
Or Current Occupant
1993 Waymont Rd
Columbus, OH 43229

M/I Homes of Central Ohio LLC
Or Current Occupant
0 Heatherton DR
Columbus, OH 43229

M/I Homes of Central Ohio LLC
Or Current Occupant
0 Heatherton DR
Columbus, OH 43229

M/I Homes of Central Ohio LLC
Or current Occupant
3 Easton Oval Suite 540
Columbus, OH 43219

M/I Homes of Central Ohio LLC
Or current Occupant
3 Easton Oval Suite 540
Columbus, OH 43219

MC-NC LLC
Or Current Occupant
2126 Morse Rd
Columbus, OH 43229

MC-NC LLC
Or Current Occupant
2126 Morse Rd
Columbus, OH 43229

MC-NC LLC
Or Current Occupant
12295 Olive Blvd
Saint Louis, MO 63141

MC-NC LLC
Or Current Occupant
12295 Olive Blvd
Saint Louis, MO 63141

Carpenter Paige
Or Current Occupant
2017 Waymont Rd
Columbus, OH 43229

Carpenter Paige
Or Current Occupant
2017 Waymont Rd
Columbus, OH 43229

Carpenter Paige
Or Current Occupant
2017 Waymont Rd
Columbus, OH 43229

Carpenter Paige
Or Current Occupant
2017 Waymont Rd
Columbus, OH 43229

Kargbo Deborah
Or Current Occupant
1981 Waymont Rd
Columbus, OH 43229

Kargbo Deborah
Or Current Occupant
1981 Waymont Rd
Columbus, OH 43229

Kargbo Deborah
Or Current Occupant
1981 Waymont Rd
Columbus, OH 43229

Kargbo Deborah
Or Current Occupant
1981 Waymont Rd
Columbus, OH 43229

Gomez Maria Odilia
Or Current Occupant
2005 Waymont Rd
Columbus, OH 43229

Gomez Maria Odilia
Or Current Occupant
2005 Waymont Rd
Columbus, OH 43229

Gomez Maria Odilia
Or Current Occupant
2005 Waymont Rd
Columbus, OH 43229

Gomez Maria Odilia
Or Current Occupant
2005 Waymont Rd
Columbus, OH 43229

W LTD
Or Current Occupant
1944 Morse Rd
Columbus, OH 43229

W LTD
Or Current Occupant
1944 Morse Rd
Columbus, OH 43229

W LTD
Or Current Occupant
297 Woodland Ave
Columbus, OH 43203

W LTD
Or Current Occupant
297 Woodland Ave
Columbus, OH 43203

P&P Properties Service
Or Current Occupant
1987 Waymont Rd
Columbus, OH 43229

P&P Properties Service
Or Current Occupant
1987 Waymont Rd
Columbus, OH 43229

P&P Properties Service
Or Current Occupant
4004 Miller Paul Rd
Galena, OH 43021

P&P Properties Service
Or Current Occupant
4004 Miller Paul Rd
Galena, OH 43021

Hakim Solomon K
Or Current Occupant
2011 Waymont Rd
Columbus, OH 43229

Hakim Solomon K
Or Current Occupant
2011 Waymont Rd
Columbus, OH 43229

Omar Ayan
Or current Occupant
1999 Waymont Rd
Columbus, OH 43229

Omar Ayan
Or current Occupant
1999 Waymont Rd
Columbus, OH 43229

STATEMENT OF HARDSHIP

I have read the section regarding Variance Hardships and believe my application for relief from CC3377.11 (A), Graphics Code, satisfies the requirements of the Zoning Code, and if approved will not adversely affect surrounding property owners and will comply with any and all conditions that the Graphics Commission would impose if approved.

A precedent has been set by action 212591-16893538 for 2290 Morse Rd. (Neighboring Property) to allow a 5th tenant to be displayed on a ground sign. (See Exhibit C)

A wall sign for the Columbus Bilingual School North will not be visible for vehicles driving East bound on Morse Rd.

A majority of the clients (Smiles 4 Life) walk or take the bus to the front of the Center, so having visibility with such a large setback and a small store front compared to other tenants is essential.

80% of Smiles 4 Life business comes from drive by or walk by, so again, visibility is necessary in order to serve the community. It sits back over 580 feet from Morse Rd, which is 6 lanes of traffic at 45MPH.

There is a clause in the lease of Smiles 4 Life (Exhibit D) agreement that no building may block the visibility of their store front to the road. Currently there is a proposal to put a restaurant in the site line to the road. Allowing them to have space on the panel will grant them the ability to sign off on the current proposal to build a restaurant in their site line.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'S. Clark', with a large, stylized initial 'S' and a long horizontal stroke.

Sean T. Clark

January 17, 2018

Graphic Summary Morse Rd.

The subject site known as 2100 Morse Road, Columbus, OH 43229, is situated in the State of Ohio, County of Franklin, City of Columbus, Columbus City School District. The Subject Site has a parcel ID of # 010-245370 and is zoned Commercial CPD. The building was built in 1976 and is a (1) story multi-tenant shopping center. It is set back from Morse Road 168 feet on the west side and 680 feet from the east side. It is an L shaped building with tenants facing South and East. The site has a ground sign where 50% identifies (4) tenants, one of which no longer occupies a space and 50% identifies the center name (Morse Centre).

Currently, there are 18 tenants in the main building, including 5 anchor tenants, ranging from 14,000 to 51,000 square feet of occupancy (See Exhibit B). The current ground sign represents (3) of the anchor tenants (Roses, Big lots and Guitar Center) who occupy 52% of the space. The last panel has a tenant who no longer occupies the space and is currently occupied by The Columbus Bilingual School (43,000 square feet, who would take half of the panel. The other half of the panel will be occupied by Smiles 4 Life. The request would be for a split of this bottom panel, which would not increase the graphic area of the sign.

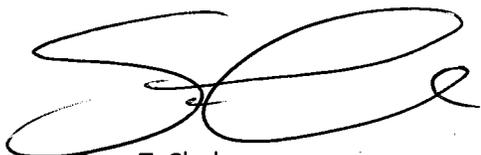
The Columbus Bilingual School North is a community school and was established in 2010 and provides students with an integrated Spanish and English educational experience for students K through 6. Currently, they serve 268 students from the local community. This school fosters a culture of respect, high expectations and academic excellence. The school is also a safe and nurturing environment to many children that may struggle in a non ESL focused school. As an educational institution, it plays a required role for the children (and families) who attend.

Smiles 4 Life is a child based dentistry practice that had been in the center since 2005. They encourage a good oral hygiene routine early, which is essential for maintaining a healthy life. In this location, they service a large population of low income families who speak 200 different languages. The ability to allow families to locate their practice, both current, new and potential walk-in clients is a step toward a healthier community.

Both of these tenants provide a necessary service to the surrounding community, many of which do not speak English as a first language. Any increase in visibility and recognition will allow many of these families to be aware of the presences of this school and this dentistry practice, that would have otherwise been unaware of their existence.

By approving the installation of this requested tenant panel split, you will be allowing more families to locate to essential services in their community. Therefore, we respectfully request your consideration and approval in our request for this Variance.

Respectfully Submitted,



Sean T. Clark

January 17, 2018

• **3377.11 - Tenant panels and changeable copy.**

The following provisions shall apply to any tenant panel or changeable copy displayed on a permanent on-premises ground sign in an institutional, commercial or manufacturing district:

A.

No more than four tenant panels shall be utilized and each tenant panel shall identify no more than one tenant.

B.

Changeable copy, either manual or automatic, in compliance with the provisions of C.C. 3377.08(C), may be used in lieu of one or more of the allowed four tenant panels.

C.

The portion of such ground sign utilized to display tenant panels and changeable copy shall be no more than 50 percent of the total graphic area of the sign.

D.

Where a commercial or manufacturing use contains five or more tenants or activities, no less than 50 percent of the total graphic area of said sign shall be utilized to identify the entire use.

E.

When any tenant for whom a tenant panel is displayed vacates the premises, the owner of the subject property shall remove said tenant panel from the subject ground sign within 30 calendar days following such tenant's vacating. Said removed tenant panel shall be replaced with either a new tenant panel or an infill panel which is designed to visually integrate with the subject ground sign.

(Ord. 2837-96 § 5 (part).)

Exhibit 15

THE CITY OF COLUMBUS
 Columbus Zoning Map

Search by Parcel/Owner/Address

2100 MORSE RD, COLUMBUS, X

Zoning Report

Site Information

Address 2100 MORSE RD, COLUMBUS, OH
 Mailing Address 1500 SOLANA BLVD BLDG 1 ROANOKE TX 76262-1720
 Owner MC-NC LLC
 Parcel Number 010245370
 In Columbus? Yes
 County FRANKLIN

Zoning Information

Zoning Z17-023, Commercial, CPD, 11/29/2017, H-35
 Historic District None
 Short North Special Parking Area Out
 Council Variance None
 Board of Zoning Adjustment (BZA) None
 Variance
 Commercial Overlay MORSE ROAD RCD
 Planning Overlay None
 Graphics Variance None
 Area Commission None
 Historic Site No
 Flood Zone Out
 Airport Overlay Environments None

2100 MORSE RD, COLUMBUS, OH
 Search result
 Zoom to

GC18-007

2100 Morse Road

MORSE CENTRE

ROSES

BIG LOTS!

KEYBOARDS

PRO-AUDIO

DRUMS

SOFTWARE



— AMERICAN —
SCHOOL OF TECHNOLOGY

2100

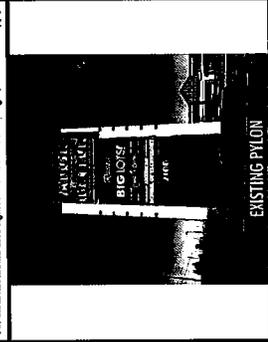




Proudly Serving Central Ohio Since 1954
1840 Harman Ave Columbus, Ohio, 43223
(614) 444-3333 FAX (614) 444-3028
www.danitesign.com

UL LISTED via STANDARD UL48
FILE NO: E60042 DANITE SIGN CO.

For illuminated signs. For non-illuminated signs, UL does not apply.



EXISTING PYLON

COLORS

- WHITE
- GREEN TED
- DIGITALLY PRINTED VINYL

APPROVED-CUSTOMER _____ DATE _____

APPROVED-DESIGNER _____ DATE _____

APPROVED-DESIGNER _____ DATE _____

APPROVED-DESIGNER _____ DATE _____

JOB NAME MORSE CENTER #51-33547
 STREET 2100 MORSE ROAD
 CITY, STATE COLUMBUS, OH
 SIGN TYPE REPLACEMENT FACE

DATE 11/20/17 REV DATE _____
 FILE NAME MORSE CENTER.COR
 DIRECTORY ANTA > 2017 > M

SCALE: AS NOTED SALES IC DESIGNER JG
 This drawing is the property of Danite Sign Co. and is not to be reproduced or used in any way without the written consent of Danite Sign Co. Danite Sign Co. may be held responsible for any errors or omissions in this drawing. All rights reserved. © Danite Sign Co.



MORSE CENTER

Roses

BIG LOTS!

KEYBOARDS
DRUMS

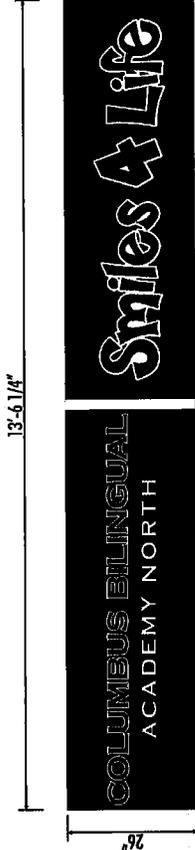
PRO-AUDIO
Guitar Center
SOFTWARE

COLUMBUS BILINGUAL
ACADEMY NORTH

Smiles A Life

2100

PROPOSED CONCEPTUAL - APPROX SCALE: 1/4" = 1'-0"



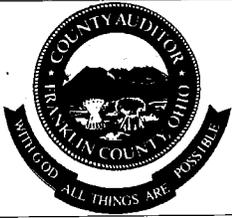
COLUMBUS BILINGUAL ACADEMY NORTH

Smiles A Life

WHITE VINYL

#S1-35530-R1: REPLACEMENT FACES FOR D/F ILLUMINATED PYLON SIGN 1/2" = 1'-0"

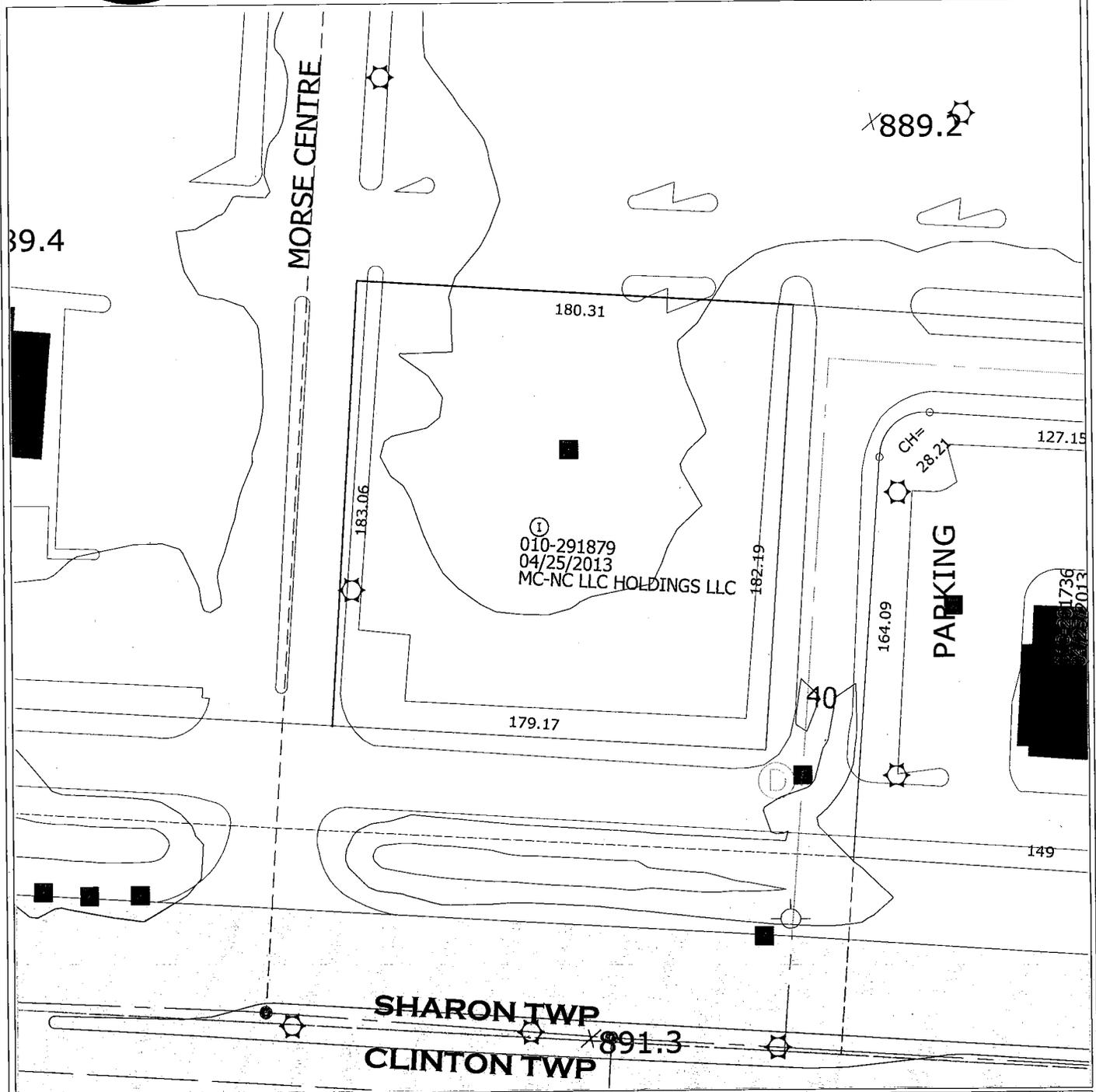
FACES: ALUMINUM PAN FACES PAINTED GREEN TO MATCH EXISTING. GRAPHIC ROUTED AND BACKED WITH WHITE ACRYLIC OVERLAD WITH DIGITALLY PRINTED VINYL.



CLARENCE E MINGO II FRANKLIN COUNTY AUDITOR

MAP ID: J

DATE: 1/12/18



Disclaimer

Scale = 60



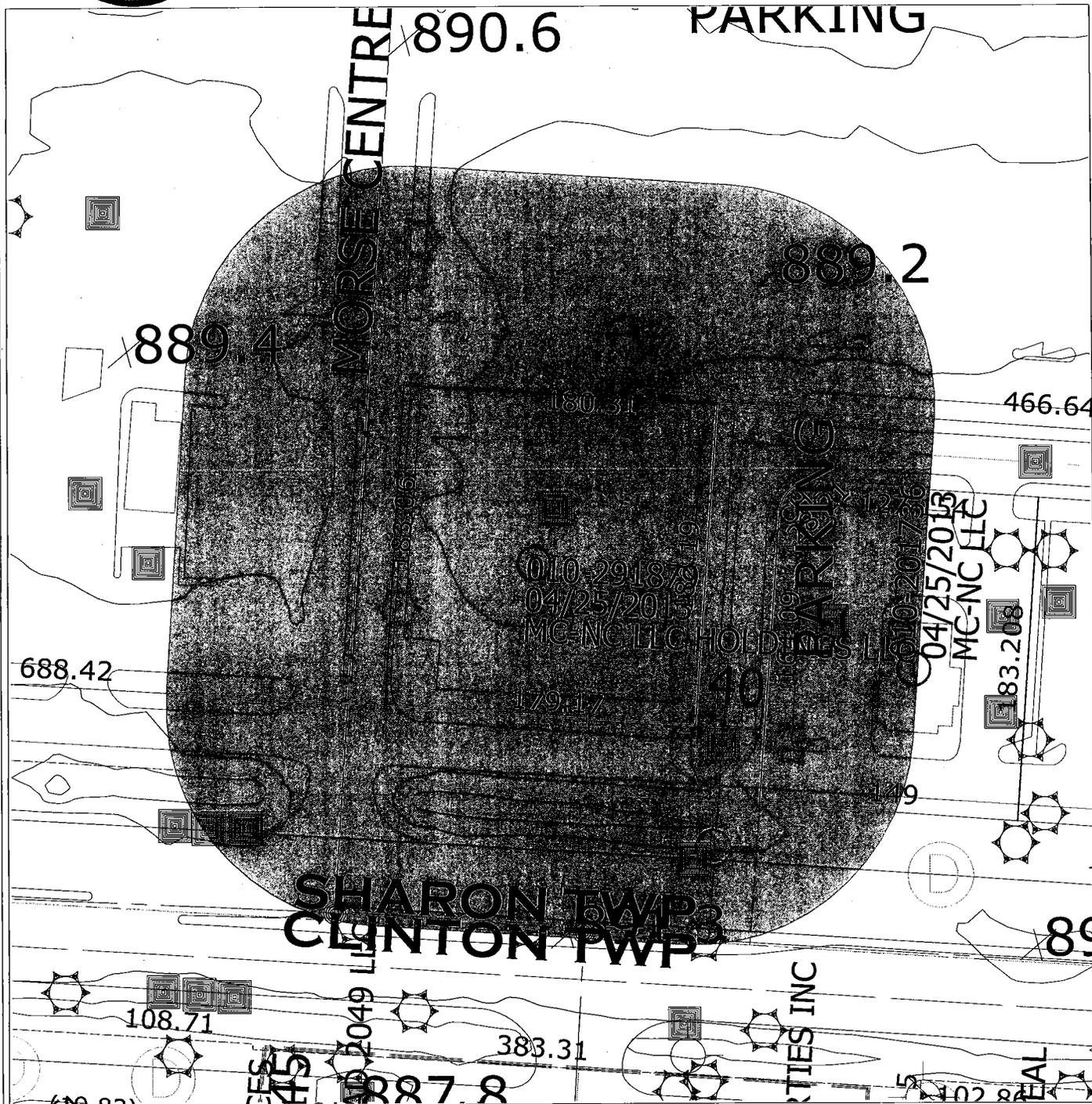
This map is prepared for the real property inventory within this county. It is compiled from recorded deeds, survey plats, and other public records and data. Users of this map are notified that the public primary information sources should be consulted for verification of the information contained on this map. The county and the mapping companies assume no legal responsibilities for the information contained on this map. Please notify the Franklin County GIS Division of any discrepancies.



CLARENCE E MINGO II FRANKLIN COUNTY AUDITOR

MAP ID: J

DATE: 1/12/18



Disclaimer

Scale = 84'



This map is prepared for the real property inventory within this county. It is compiled from recorded deeds, survey plats, and other public records and data. Users of this map are notified that the public primary information sources should be consulted for verification of the information contained on this map. The county and the mapping companies assume no legal responsibilities for the information contained on this map. Please notify the Franklin County GIS Division of any discrepancies.



City of Columbus Address Plat

CERTIFIED HOUSE NUMBERS

The House Numbers Contained on This Form
are Herein Certified for Securing
of Building & Utility Permits

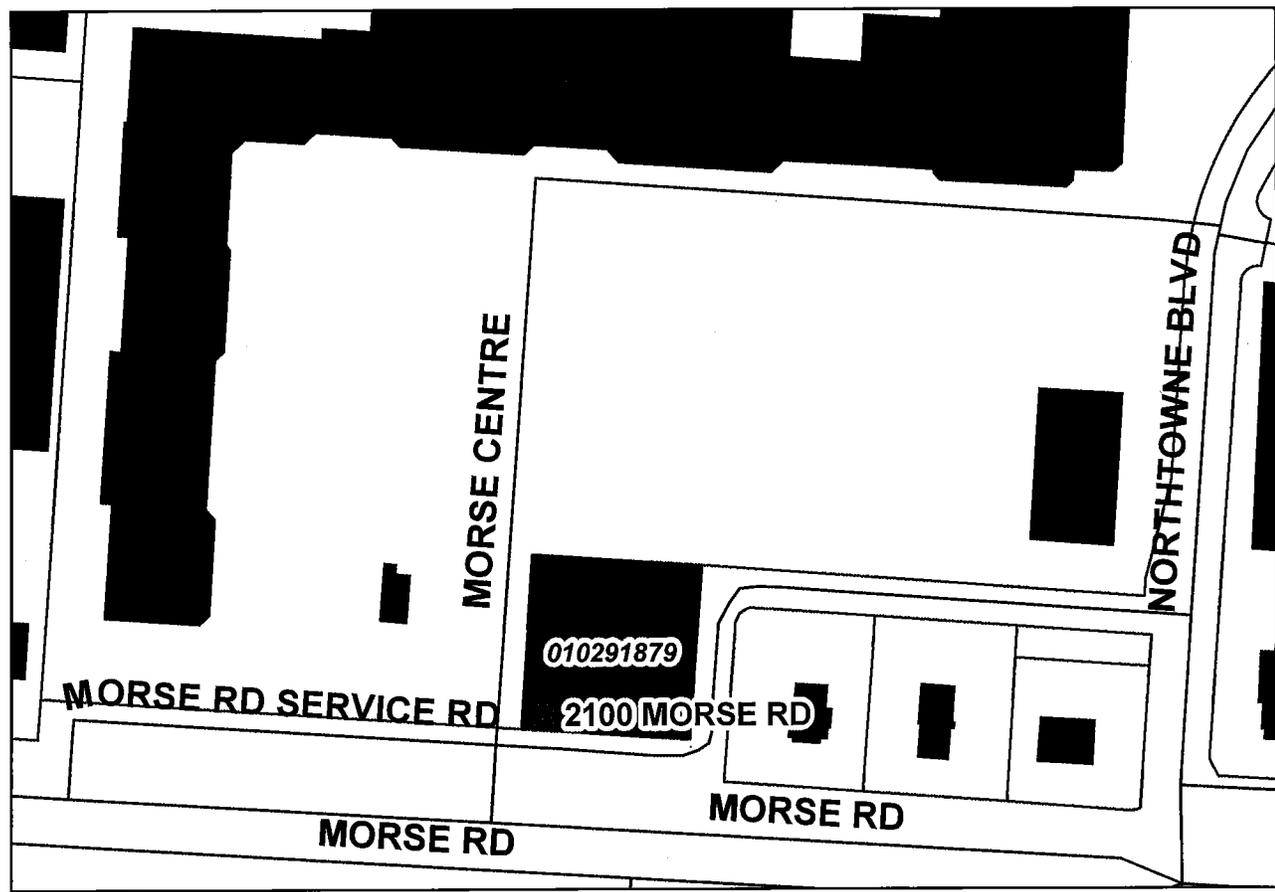
Parcel ID: 010-245370	Project Name: PYLON SIGN
House Number: 2100	Street Name: MORSE RD
Lot Number: N/A	Subdivision: N/A
Work Done: REMODEL	Complex: MORSE CENTRE

Owner: MC-NC LLC

Requested By: DANITE SIGN

Printed By: *Phil Y Shih*

Date: 1/11/2018



FRANK D. WILLIAMS, ADMINISTRATOR
DIVISION OF INFRASTRUCTURE MANAGEMENT
COLUMBUS, OHIO

SCALE: 1 inch = 200 feet
GIS FILE NUMBER: 1036955



City of Columbus

Legislation Details (With Text)

File #: 2735-2017 **Version:** 1
Type: Ordinance **Status:** Passed
File created: 10/11/2017 **In control:** Zoning Committee
On agenda: 10/30/2017 **Final action:** 11/2/2017
Title: To rezone 2100 MORSE ROAD (43229), being 22.58± acres located on the north side of Morse Road, 490± feet west of Northtowne Boulevard, From: CPD, Commercial Planned Development District, To: CPD, Commercial Planned Development District (Rezoning # Z17-023).

Sponsors:

Indexes:

Code sections:

Attachments: 1. ORD2735-2017.Attachments, 2. ORD2735-2017.Labels

Date	Ver.	Action By	Action	Result
11/2/2017	1	CITY CLERK	Attest	
11/1/2017	1	MAYOR	Signed	
10/30/2017	1	COUNCIL PRESIDENT	Signed	
10/30/2017	1	Zoning Committee	Approved	Pass
10/23/2017	1	Columbus City Council	Read for the First Time	

Rezoning Application Z17-023

APPLICANT: Checkers Drive-In Restaurants, Inc.; c/o James Maniace, Atty.; Taft, Stettinius & Hollister LLP; 65 East State Street, Suite 1000; Columbus, OH 43215.

PROPOSED USE: Commercial development.

DEVELOPMENT COMMISSION RECOMMENDATION: Approval (4-0) on September 14, 2017.

CITY DEPARTMENTS' RECOMMENDATION: Approval. The site is currently developed with a commercial shopping center zoned in the CPD, Commercial Planned Development District. The requested CPD, Commercial Planned Development District will permit a fast food restaurant on an out-lot parcel (Subarea 1), currently a portion of the parking lot, along the Morse Road Service Road. The majority of the existing shopping center (Subarea 2) will remain unchanged but updates will be made to the CPD text as alterations to the code have rendered the original CPD district (Z05-002) outdated. The site is within the planning area of the *Northland I Area Plan* (2014), which recommends "Community Mixed Use" at this location. The CPD text commits to site plans and also includes commitments to permitted uses, building setbacks, access, and buffering and landscaping for Subarea 1, while providing updates to Subarea 2. Variances to Subarea 2 are included, carried over from the existing CPD (Z05-002), to reduce building and parking/maneuvering setbacks, landscaping, pedestrian walkway, parking lot lighting, parking lot screening, and dumpster screening requirements. The proposal is consistent with the *Northland I Area Plan* recommendation for "Community Mixed Uses" and is compatible with adjacent development along the Morse Road corridor.

To rezone **2100 MORSE ROAD (43229)**, being 22.58± acres located on the north side of Morse Road, 490± feet west of

File #: 2735-2017, Version: 1

3. There shall be a maximum height limit of 35 feet as measured per Columbus City Code.

B. Access, Loading, Parking and/or Traffic Related Commitments

Site access and curb cut locations shall be as shown on the Site Plan unless otherwise approved by the Department of Public Service, Division of Traffic Management.

The parking spaces and loading spaces requirements for the development shall be per the requirements of Chapter 3312 of the Columbus City Code except as follows:

Initially, no pedestrian walkways will be required pursuant to Section 3312.41(B). At such time as any Building is destroyed or damaged to the extent of 50 percent or more of its value, pedestrian walkways to that Building, or the portion so damaged, as applicable, shall be installed pursuant to Sections 3312.41(B), except that walkways through the parking lot may consist of striped portions of parking lot pavement.

C. Buffering, Landscaping, Open Space and/or Screening Commitments

1. The minimum required buffering and landscaping shall be the buffering and landscaping shown on the Site Plan including, without limitation, the fence which was added along a portion of the north property line at the northwest corner of the Subject Site, as shown on the Site Plan.

2. If any Building is destroyed or damaged to the extent of 50 percent or more of its value, then, upon the repair or reconstruction of such damage or destruction, one tree shall be installed in the parking lot for every 20 parking spaces required by code for the space in that Building which is so repaired or reconstructed.

D. Dumpsters, Lighting, Outdoor Display Areas and/or other Environmental Commitments

1. All dumpsters will be screened in accordance with the requirements of the Columbus City Code, except that screening for the dumpsters located on the north and west sides of Building "A" shall not be required, except as provided in the next two sentences. If Building "A" is damaged to the extent of 50 percent or more of its value, then all dumpsters serving the damaged portion of that Building shall be screened in accordance with the requirements of the Columbus City Code. If Building "A" is destroyed, then all dumpsters serving that Building shall be screened in accordance with the requirements of the Columbus City Code,

2. Existing parking lot lighting may remain. However, any parking lot lighting fixtures or poles which are replaced, whether voluntarily by the property owner or as a result of a casualty damage or destruction, shall be replaced with cut-off (downlighting) fixtures mounted not more than 28 feet above the surrounding surface of the ground.

Replacement poles shall further be subject to the following conditions:

a. All lighting poles will be either of wood or black, brown or bronze colored metal construction.

b. Parking Lot Lighting will be either sodium or mercury vapor and the pole height will not be greater than 30 feet.

c. Street/Walkway-Pedestrian Lighting will be incandescent lamp or sodium or mercury vapor with a pole height of 16 feet.

E. Graphics and Signage Commitments.

All signage shall conform to the Columbus City Code as it applies to the C-4, Commerce District, or a Graphics Plan shall be submitted for approval by the Columbus Graphics Commission.

F. Miscellaneous Commitments.

1 installments paid by Tenant, Tenant shall pay to the Landlord the difference between Tenant's required
2 Taxes contribution for the calendar year and the aggregate Taxes amount paid by Tenant. The Taxes
3 payments shall be made within thirty (30) days after Landlord renders a statement on the Taxes. If Tenant's
4 Taxes contribution for any calendar year is less than the aggregate monthly Taxes installments paid
5 hereunder with respect to that calendar year, Landlord's Taxes statement shall reflect a credit in the amount
6 of such difference. The next calendar year Taxes shall be adjusted accordingly.

7
8 Section 3.05 Additional Rent The Tenant shall pay as "Additional Rent", without any deduction or set-off
9 whatsoever, all sums of money or charges required to be paid by Tenant under this Lease, whether or not the
10 same be designated Additional Rent.

11
12 Section 3.06 Past Due Minimum Rent and Additional Rent If Tenant shall fail to pay to Landlord any and
13 all installments of Minimum Rent, Additional Rent and/or any other charges or payments herein reserved,
14 included, or agreed to be treated or collected as Rent, such unpaid amounts shall be subject to a late charge in
15 the amount of ten (10%) percent of amount to cover Landlord's increased costs. Tenant hereby
16 acknowledges and agrees that the foregoing administrative fee is reasonable and equitable after ten (10) days
17 past due date.

18
19 Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default
20 with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and
21 remedies granted hereunder. In the event any check tendered by Tenant should not be honored for any
22 reason, Tenant shall pay to Landlord immediately upon demand a service fee of Fifty Dollars (\$50).

23
24 Section 3.07 Automatic Transfer

25
26 (a) Landlord's Option to Collect Via Automatic Transfer. Instead of requiring Tenant to pay any
27 Rent ("Rent" referring herein to Fixed Minimum, Percentage Rent, Additional Rent, or other charges, fees or
28 monies to be paid by Tenant to Landlord under this Lease) or any part or installment thereof, in a manner
29 pursuant to this Article III, Landlord may, with Tenant's consent, upon not less than thirty (30) days prior
30 notice to Tenant, request Tenant to promptly execute and deliver to Landlord any documents, instruments,
31 authorizations, or certificates required by Landlord to give effect to an automated debiting system, whereby
32 any or all payments by Tenant (as designated from time to time by Landlord) of whatsoever nature required
33 or contemplated by this Lease shall be debited monthly or from time to time, as determined by Landlord,
34 from Tenant's account in a bank or financial institution designated by Tenant and credited to Landlord's
35 bank account as Landlord shall designate from time to time.

36
37 (b) Tenant Pays All Fees. Tenant shall promptly pay all service fees and other charges connected
38 therewith, including, without limitation, any charges resulting from insufficient funds in Tenant's bank
39 account or any charges imposed on the Landlord.

40
41 (c) Tenant Notifies of Bank Change. In the event that Tenant elects to designate a different bank or
42 financial institution from which any Rent under the Lease is automatically debited, notification of such
43 change and the required documents, instruments, authorizations, and certificates specified in Paragraph (a),
44 must be received by Landlord no later than thirty (30) days prior to the date such change is to become
45 effective.

46
47 (d) Mistake in Debit. Tenant agrees that it shall remain responsible to Landlord for all payments
48 of Rent pursuant to this Lease, even if Tenant's bank account is incorrectly debited in any given month. Such
49 Rent shall be immediately payable to the Landlord upon written demand.

50
51 (e) Failure To Comply Is a Lease Default. Tenant's failure to properly designate a bank or
52 financial institution or to promptly provide appropriate information in accordance with this Clause shall
53 constitute a default of this Lease.

54
55 ARTICLE IV - RECORDS AND BOOKS OF ACCOUNT Intentionally deleted.

56
57 ARTICLE V - AUDIT Intentionally deleted.

58
59 ARTICLE VI - CONSTRUCTION, ALTERATION, RELOCATION AND FINANCING OF
60 IMPROVEMENTS AND ADDITIONS THERETO

61
62 Section 6.01 Landlord's Obligation Landlord agrees prior to the commencement of the Lease Term, at
63 Landlord's expense, to construct or cause to be constructed, the building in which the Leased Premises are to
64 be located (See Exhibit C). The Leased Premises shall be constructed substantially in accordance with outline
65 specifications entitled "Landlord's Work" set forth in Exhibit D. It is understood and agreed by Tenant that
66 any changes from any plans or from said outline specifications which may hereafter be made during
67 construction of the building or Leased Premises shall only be made upon the written consent of Landlord and
68 shall not affect or change this Lease or invalidate same. Tenant shall pay to Landlord any expense incurred
69 by Landlord as a result of changes requested by Tenant which affect Landlord's Work.

70
71 Section 6.02 Changes and Additions to Buildings/Land Landlord hereby reserves the right at any time to
72 make alterations, deletions from or additions to and to build additional stories on the building in which the
73 Leased Premises are contained and to build adjoining the same with the understanding that any new
74 construction will not block or hinder the view of Tenant's location from Morse Road. Landlord also reserves
75 the right to subdivide the Property, to construct other buildings or improvements in the Shopping Center

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1 from time to time and to make alterations thereof or additions thereto or deletions therefrom and to build
2 additional stories on any such building or buildings and to build adjoining same and to construct double-deck
3 or elevated parking facilities, with the understanding that any new construction will not block or hinder the
4 view of Tenant's location from Morse Road.
5
6

7 **Section 6.03 Right to Relocate Intentionally Deleted.**

8
9 **Section 6.04 Delivery of Possession for Tenant's Work** The Leased Premises shall be deemed as ready for
10 Tenant's Work when Landlord shall have substantially completed construction of the Leased Premises in
11 accordance with its obligations set forth in Exhibit D. Landlord will notify Tenant (as contemplated by
12 Section 1.01 hereof) when the Leased Premises are in fact available to Tenant, ready for Tenant's Work. It is
13 agreed that by occupying the Leased Premises as a tenant, Tenant formally accepts the same and
14 acknowledges that the Leased Premises are in the condition called for hereunder. Failure of Landlord to
15 deliver possession of the Leased Premises by the time and in the condition provided for in this Lease will not
16 give rise to any claim for damages by Tenant against Landlord or against Landlord's contractor.
17

18 **Section 6.05 Construction by Tenant** Tenant agrees, prior to the commencement of the Lease Term, at
19 Tenant's sole cost and expense, to provide all work (except Landlord's Work) of whatsoever nature that is
20 necessary to complete the Leased Premises and open the Leased Premises for business to the public including,
21 but not limited to, its obligations set forth in Exhibit E as "Tenant's Work". Tenant agrees to furnish
22 Landlord with a complete and detailed set of plans and specifications, in compliance with Exhibit E, drawn
23 by a registered architect, setting forth and describing Tenant's Work in such detail as Landlord may
24 reasonably require. Tenant's Work shall be approved in writing by Landlord, which shall not be
25 unreasonably withheld. Landlord may require Tenant, at Tenant's sole cost and expense, to furnish a bond
26 or other security satisfactory to Landlord to assure diligent and faithful performance of Tenant's Work. If
27 said plans and specifications are not so furnished by Tenant within the required time periods, Landlord may,
28 at its option, cancel this Lease at any time thereafter, while such plans and specifications have not been so
29 furnished, by notice in writing thereof to Tenant. No deviation from the final set of plans and specifications,
30 once submitted to and approved by Landlord, shall be made by Tenant without Landlord's prior written
31 consent. Approval of plans and specifications by Landlord, whether pursuant to Article VI, Article XII,
32 Article XX, Article XXI, or any other time, shall not constitute the assumption of any responsibility by
33 Landlord for their accuracy or sufficiency, and Tenant shall be solely responsible for such plans and
34 specifications.
35

36 **Section 6.06 Settlement of Disputes Intentionally Deleted.**

37
38 **Section 6.07 Obligations of Tenant before Lease Term Begins** Tenant shall expeditiously commence and
39 perform diligently such of its obligations contained in Exhibit E as are to be performed by it prior to the
40 commencement of the Lease Term, and shall complete its work prior to the Rent Commencement Date, as
41 provided in Section 1.01. Tenant shall also observe and perform all of its obligations under this Lease (except
42 its obligations to pay Minimum Rent, Percentage Rent, and the Additional Rent required by Section 3.05),
43 from the date upon which the Leased Premises are made available for Tenant's Work until the
44 commencement date of the Lease Term in the same manner as though the Lease Term began when the
45 Leased Premises were so made available to Tenant.
46

47
48 **ARTICLE VII - CONDUCT OF BUSINESS BY TENANT**

49
50 **Section 7.01 Use of Leased Premises** Tenant shall use the Leased Premises solely for The Business To Be
51 Conducted By Tenant, as provided in Section 1.01, and at all times operate Tenant's business on the Leased
52 Premises under Tenant's Trade Name provided in Section 1.01. Tenant from the commencement of the Lease
53 Term shall conduct continuously and uninterruptedly in the Leased Premises the business provided in
54 Section 1.01. Tenant will not use or permit, or suffer the use of, the Leased Premises for any other business
55 or purpose. Tenant agrees not to operate any coin or token-operated vending machine or similar device for
56 the sale of any goods, wares, merchandise, food, beverage or services, including, but not limited to pay
57 telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of beverages, foods,
58 candy, cigarettes or other commodities. Tenant shall not conduct catalogue sales, including, but not limited
59 to, Internet sales or "e-commerce" sales, in or from the Leased Premises except of merchandise which
60 Tenant is permitted to sell "over the counter" in or at the Leased Premises pursuant to the provisions of this
61 lease. Tenant shall not commit waste, perform any acts or carry on any practices which may injure the
62 Shopping Center or be a nuisance or menace to other tenants in the Shopping Center. Tenant acknowledges
63 that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to
64 the Premises (except as to Landlord's Work) or with respect to the suitability of the Premises for the conduct
65 of Tenant's business.
66

67 **Section 7.02 Operation of Business** Tenant shall continuously and uninterruptedly operate all of the
68 Leased Premises during the entire Lease Term with sound business practice, due diligence and efficiency so
69 as to produce the maximum Gross Receipts which may be produced by such manner of operation. Tenant
70 shall provide, install and at all times maintain in the Leased Premises all suitable furniture, fixtures,
71 equipment and other personal property necessary for the conduct of Tenant's business therein in a
72 businesslike manner, shall carry at all times in the Leased Premises a stock of merchandise of such size,
73 character and quality as shall be reasonably designed to produce the maximum return to Landlord and
74 Tenant, and shall staff the Leased Premises at all times with sufficient sales personnel to serve its customers.
75 Tenant agrees to use the Leased Premises during the regular customary days and hours for such type of

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Page 2
0.753 Acres

Thence, along an east line of said 22.575 Acre tract, and a west line of said 1.248 Acre tract, South 06°04'24" West, 182.18 feet to a point (said point being referenced by a mag nail set South 06°04'24" West, 2.00 feet and South 84°26'50" East, 2.00 feet therefrom), said point being 147 feet northerly at right angles from the centerline of said Morse Road;

Thence, along part of a south line of said 22.575 Acre tract, and part of a north line of said 1.248 Acre tract, (being 147 feet northerly of and parallel with the centerline of said Morse Road), North 84°26'50" West, 179.14 feet to the place of beginning,
CONTAINING 0.753 ACRES, subject however to all legal highways, easements, leases, agreements, restrictions of record and of records in the respective utility offices. The foregoing description was prepared from an actual field survey made by Myers Surveying Company, Inc. in February 2013. Basis of bearings is the south line of said 22.575 Acre tract held as North 84°26'50" West per Instrument Number 200408190194926.

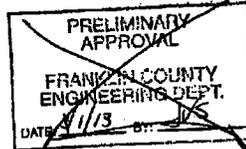
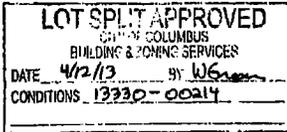
Myers Surveying Company, Inc.

Albert J. Myers 3/1/13
Albert J. Myers, P.S. #6579
REO/kmp/2021413



0-100-ft
SPLIT
0.753 AC.
OUT OF (010)
245370

0-100-H
ON SPLIT
0.753 AC.
OUT OF
(010)
245370



Pending Deed Order.

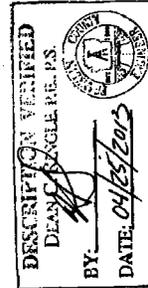
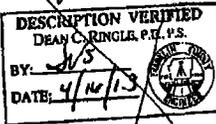


Exhibit A

Legal Description

PARCEL 1:

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

Being located in the Fourth Quarter of Township 2, Range 18, United States Military Lands, and part of the 22.608 Acre tract conveyed to MC-NC, LLC as shown of record in Inst. No. 200405260120588, excepting all of the 0.0327 Acre (Parcel 24WD-2) conveyed to the City of Columbus as shown of record in Inst. No. 200302140046692, all references being to records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at an iron pipe found on the Westerly line of said 22.608 Acre tract, (being 147 feet Northerly at right angles from the centerline of Morse Road), also being on the Easterly line of Northland Village East Subdivision's Reserve "D", as said Reserve is shown and delineated upon the recorded plat thereof, of record in Plat Book 38, Page 80, also being the Northwesterly corner of a 1.248 Acre tract conveyed to the City of Columbus as shown of record in Deed Book 3641, Page 524;

Thence, along the Westerly line of said 22.608 Acre tract, along part of the Easterly line of said Reserve "D", North 05 deg. 49' 01" East, 900.25 feet to an iron pipe found at the Southwesterly corner of Lot 519 of Northland Park Section 8 Subdivision of record in Plat Book 93, Page 12;

Thence, along the Northerly line of said 22.608 Acre tract, along the Southerly line of said Northland Park Section 8, South 84 deg. 26' 50" East, 1151.49 feet to an iron pipe found at the Southeasterly corner of said Northland Park Section 8. the Northeasterly corner of said 22.608 Acre tract, also being on the Southerly line of Heatherton Drive (50 feet wide, unimproved);

Thence, along the Easterly line of said 22.608 Acre tract, along the Southerly line of said Heatherton Drive, South 41 deg. 08' 03" East, 164.82 feet to an iron pipe found at a point of curvature;

Thence, along the Easterly line of said 22.608 Acre tract, along the Southerly line of said Heatherton Drive and the Westerly line of Northtowne Boulevard (60 feet wide - dedicated in Plat Book 38, Page 26), along a curve to the right having a radius of 20 feet, a central angle of 90 deg. 00' 00", a curve length of 31.42 feet, a chord bearing and distance of South 03 deg. 51' 57" West, 28.28 feet to a drill hole found at a point of reverse curvature;

Thence, along the Easterly line of said 22.608 Acre tract, the Westerly line of said Northtowne Boulevard, along a curve to the left having a radius of 360 feet, a central angle of 43 deg. 02'

00", a curve length of 270.39 feet, a chord bearing and distance of South 27 deg. 20' 57" West, 264.08 feet to an iron pipe found at a point of tangency;

Thence, along the Easterly line of said 22.608 Acre tract, the Westerly line of said. Northtowne Boulevard, South 05 deg. 49' 57" West, 210.11 feet to an iron pipe set at the Northeasterly corner of said 0.0327 Acre tract;

Thence, across said 22.608 Acre tract, along the Westerly line of said 0.0327 Acre tract, South 16 deg. 36' 32" West, 106.97 feet to an iron pipe set;

Thence, across said 22.608 Acre tract along the Westerly line of said 0.0327 Acre tract. South 5 deg. 49' 57" West, 18.74 feet to a mag nail set at the Southwest corner of said 0.0327 Acre tract, also being on the Northerly line of said 1.248 Acre tract;

Thence, along the Southerly line of said 22.608 Acre tract, along part of the Northerly line of said 1.248 Acre tract. North 84 deg. 09' 58" West, 466.64 feet to an iron pipe found;

Thence, along an Easterly line of said 22.608 Acre tract, a Westerly line of said 1.248 Acre tract. South 6 deg. 04' 24" West, 182.18 feet to a point (being referenced by found mag nails South 6 deg. 04' 24" West, 2.00 feet and South 84 deg. 26' 50" East, 2.00 feet therefrom), said point being 147 feet Northerly at right angles from the centerline of said Morse Road;

Thence, along the Southerly line of said 22.608 Acre tract, along a Northerly line of said 1.248 Acre tract, (being 147 feet Northerly of and parallel with the centerline of said Morse Road), North, 84 deg. 26' 50" West, 688.42 feet to the place of beginning Containing 22.575 Acres, subject however to all legal highways, easements, leases and restrictions of record and of records in the respective utility offices.

Iron pipes set are 30-inch x 1-inch O.D. with orange plastic caps inscribed "P.S. 6579".

Iron pipes found are all 1-inch diameter, unless otherwise noted. Basis of bearings is the Northerly line of Morse Road held as North 84 deg. 26' 50" West as per Deed Book 2973, Page 4.18.

The foregoing description was prepared from an actual survey by Myers Surveying Company in March 1996 and May 2004.

LESS AND EXCEPT: (BY INSTRUMENT No 201304160062888)

Situated in the State of Ohio, County of Franklin, City of Columbus, being located in the Fourth Quarter of Township 2, Range 18, United States Military Lands and being part of the 22.575 Acre tract conveyed to MC-NC, LLC by deed of record in Instrument Number 200408190194927, Recorder's Office, Franklin County, Ohio (all recorded documents are on file

in said Recorder's Office, unless otherwise noted) and being more particularly described as follows:

Commencing at a 1 inch iron pipe found at the southwest corner of said 22.575 Acre tract, (being 147 feet northerly at right angles from the centerline of Morse Road), being on the easterly line of Reserve "D" of Northland Village East, as said Reserve is shown and delineated upon the recorded plat thereof, recorded in Plat Book 38, Page 80, and being the northwesterly corner of the City of Columbus 1.248 Acre tract (Deed Book 3641, Page 524), said 1.248 Acre tract was Dedicated to be used as a service road by ORD 558-78 on 4-10-78;

Thence, along part of a south line of said 22.575 Acre tract, and part of the north line of said 1.248 Acre tract (being 147 feet northerly of and parallel with the centerline of said Morse Road) South 84° 26'50" East, 509.28 feet to a set mag nail at the True Point of Beginning of this description;

Thence, across said 22.575 Acre tract, North 05°42'19" East, 183.06 feet to a set mag nail;

Thence, continuing across said 22.575 Acre tract, South 84°09'58" East, 180.31 feet to a found 1 inch iron pipe with an orange cap inscribed "P.S. #6579" at a southeast corner of said 22.575 Acre tract, and a northwest corner of said 1.248 Acre tract;

Thence, along an east line of said 22.575 Acre tract, and a west line of said 1.248 Acre tract, South 06°04'24" West, 182.18 feet to a point (said point being referenced by a mag nail set South 06°04'24" West, 2.00 feet and South 84°26'50" East, 2.00 feet therefrom), said point being 147 feet northerly at right angles from the centerline of said Morse Road;

Thence, along part of a south line of said 22.575 Acre tract, and part of a north line of said 1.248 Acre tract, (being 147 feet northerly of and parallel with the centerline of said Morse Road), North 84°26'50" West, 179.14 feet to the place of beginning, CONTAINING 0.753 ACRES, subject however to all legal highways, easements, leases, agreements, restrictions of record and of records in the respective utility offices. Iron pipes set are 30"x1" O.D. with an orange plastic plug inscribed "P.S. 6579, " unless otherwise noted. The foregoing description was prepared from an actual field survey made by Myers Surveying Company, Inc. in February 2013. Basis of bearings is the south line of said 22.575 Acre tract held as North 84°26'50" West per Instrument Number 200408190194926.

PARCEL 2:

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

Being located in the Fourth Quarter of Township 2, Range 18, United States Military Lands, and being part of the 15.868 Acre tract conveyed to MC-NC, LLC as shown of record in Inst No. 200405260120588, excepting the 0.0019 Ac (Parcel 24WD-3) conveyed to the City of Columbus

PARCEL 1
0-100-H
ALL OF
(010)
245370



2740 East Main Street
Bexley, Ohio 43209-2577
(614) 238-8677
Telefax (614) 238-4889
Email: info@myerssurveying.com

FIDELITY TITLE INSURANCE CO.
ORDER NO. 508130025

February 28, 2013

Legal Description 0.753 Acres

Situated in the State of Ohio, County of Franklin, City of Columbus, being located in the Fourth Quarter of Township 2, Range 18, United States Military Lands and being part of the 22.575 Acre tract conveyed to MC-NC, LLC by deed of record in Instrument Number 200408190194927, Recorder's Office, Franklin County, Ohio (all recorded documents are on file in said Recorder's Office, unless otherwise noted) and being more particularly described as follows:

Commencing at a 1 inch iron pipe found at the southwest corner of said 22.575 Acre tract, (being 147 feet northerly at right angles from the centerline of Morse Road), being on the easterly line of Reserve "D" of Northland Village East, as said Reserve is shown and delineated upon the recorded plat thereof, recorded in Plat Book 38, Page 80, and being the northwesterly corner of the City of Columbus 1.248 Acre tract (Deed Book 3641, Page 524), said 1.248 Acre tract was Dedicated to be used as a service road by ORD 558-78 on 4-10-78;

Thence, along part of a south line of said 22.575 Acre tract, and part of the north line of said 1.248 Acre tract (being 147 feet northerly of and parallel with the centerline of said Morse Road) South 84° 26' 50" East, 509.28 feet to a set mag nail at the True Point of Beginning of this description;

Thence, across said 22.575 Acre tract, North 05° 42' 19" East, 183.06 feet to a set mag nail;

Thence, continuing across said 22.575 Acre tract, South 84° 09' 58" East, 180.31 feet to a found 1 inch iron pipe with an orange cap inscribed "P.S. #6579" at a southeast corner of said 22.575 Acre tract, and a northwest corner of said 1.248 Acre tract;

Continued...

TRANSFERRED

APR 25 2013

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

904825

CONVEYANCE TAX EXEMPT	
M	BD
CLARENCE E. MINGO II FRANKLIN COUNTY AUDITOR	

201304250068547

Pgs: 7 \$96.00 T20130036043
04/25/2013 3:12PM BXVORYS
Terry J. Brown
Franklin County Recorder

AFFIDAVIT ON FACTS RELATING TO TITLE
SECTION 5301.252, OHIO REVISED CODE

State of Missouri,
County of St. Louis, ss:

The undersigned, Robert A. Walpert, being first duly cautioned and sworn, states the following:

1. I am the manager of MC-NC Holdings, LLC, formerly known as MC-NC, LLC, a Missouri liability company registered to do business in Ohio (the "Company"), and I am duly authorized to make the statements contained herein.
2. The Company has changed its name from MC-NC, LLC to MC-NC Holdings, LLC, and on April 9, 2013 the Company filed a Foreign Limited Liability Certificate of Correction with the Secretary of State of Ohio reflecting the change of the name of the Company from MC-NC, LLC to "MC-NC Holdings LLC." A copy of the Certificate of Correction is attached hereto as Appendix 1.
3. By a Limited Warranty Deed dated April 16, 2013 from the Company, under the name of MC-NC, LLC to Robert A. Walpert, Trustee, recorded in the office of the Recorder of Franklin County, Ohio (the "Recorder's Office") as Instrument No. 201304160062888, and a Limited Warranty Deed dated April 16, 2013 from Robert A. Walpert, Trustee to the Company, under the name of MC-NC, LLC, recorded in the Recorder's Office as Instrument No. 201304160062890, the Company split the real property more fully described on Exhibit A, attached hereto and incorporated by reference herein (the "Property"), from a larger parcel identified as Franklin County Parcel Nos. 010-245370-80 and 010-245370-90.
4. Such deeds failed to reflect the name change of the Company from MC-NC, LLC to MC-NC Holdings, LLC.
5. This Affidavit is filed for the purpose of correcting the record to reflect that the name of the Company is MC-NC Holdings, LLC and that the correct name of the party holding fee simple title to the Property is MC-NC Holdings, LLC, a Missouri limited liability company, which was formerly known as MC-NC, LLC, a Missouri limited liability company, and to induce the Franklin County Auditor to reflect such name change upon its records. No money or other valuable consideration has been paid as a result of this transaction.

