

**NOTICE OF PUBLIC MEETING
CITY OF BEXLEY
PLANNING COMMISSION**

The Bexley Planning Commission will hold a Public Meeting on the following application on **Monday, February 24th, 2014** at **6:00 p.m.**, in the City Council Chambers, Bexley Municipal Building, 2242 East Main Street.

SPECIAL NOTE TO THE APPLICANT: Number 6 of the Rules and Regulations of the Planning Commission reads: The applicant or an authorized representative shall attend the meeting. The Commission may dismiss, without hearing, an application if the applicant or authorized representative is not in attendance.

APPLICATION No: 13-0013
APPLICANT: Lee Self, Buckeye Gold
OWNER: CRV-XVI Main Cassingham
LOCATION: 2505 E. Main Street

REQUEST: **The applicant is seeking sign review and approval to allow a non-conforming free-standing sign in front of one parking space on the north side of the building. The purpose of the sign is to reserve the space for customers of Buckeye Gold.**

A copy of the application is available for review in the Building Department office during the hours of 8:00 a.m. to 4:00 p.m. Monday thru Friday. If you have any questions, please call the Bexley Building Department at 559-4240.

If you need any accommodation or assistance in order to attend the meeting, please contact the City of Bexley at 559-4240 at least 48 hours before the scheduled meeting.

Mailed by 02.14.2014



Columbus' Premier Buyer of Gold, Silver, Platinum, Diamonds and Coins

Buckeye Gold Company, LLC
5831 Sawmill Rd.,
Dublin, OH 43017

ATTN: Bexley Environmental Review Board

RE: Narrative on Reserved Parking Space, 2505 East Main St.

To whom it may concern,

Buckeye Gold Company, LLC should receive a sign permit for the professional quality reserved parking sign (see attached photos) for three reasons: 1) limited existing onsite parking, 2) prior landlord approval and consent to our use of the proposed sign, and 3) safety concerns for our customers.

Our landlord, CRV-XVI Main Cassingham, LTD, has approved our use of the sign and reserving the parking space pursuant to paragraph 8.2 (see attached), which specifically states that "Tenant will be allowed to designate (1) parking space in front of the premises during operating hours for customer security purposes." This provision was a significant inducement to our company leasing space in this shopping center with limited parking capacity for existing tenants.

The landlord recognized that allowing Buckeye Gold Company this reserved space is crucial to our business success because of safety concerns. The majority of our customers at this location are citizens of the city of Bexley that are selling their coin collections, flatware, antiques and estate jewelry. Not only do these customers have difficulty in lifting and carrying large boxes of flatware and coins over long distances to our store, they have often expressed concern over having to transport their valuables out

in public and walking down the street with them. During our hours of operation the parking lot in front of our building becomes full with customers visiting our neighboring tenants, which often times forces our customers to park off the premises of the shopping center with significant amounts of precious metals. They then have to walk that same block back to their car with hundreds or thousands of dollars in cash. This puts our customers in a vulnerable situation and having a sign reserving a space in front of our store eases our customers' concerns in visiting our Bexley location.

Finally, as to the sign itself, it is professionally designed and carefully maintained. The sign is not only presentable, but also allows us to remove it when we are closed so as not to take up the space when not necessary. This fulfills our lease obligation in paragraph 8.2 to only designate the parking space during operating hours. None of our neighbors have expressed any objection to our usage of a sign to reserve a single space in the parking lot.

We respectfully request that the Bexley Planning Commission issue a permit for our sign denoting the reserved parking space that our landlord has granted us for the security and safety of our customers.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lee Self', with a long, sweeping underline.

Lee Self
Owner/CFO
Buckeye Gold Company, LLC
(o) (614) 793-4653
(f) (614) 793-4654
(c) (513) 291-2472
(e) LeeSelf@BuckeyeGoldCompany.com

Enclosed (1): Excerpt Paragraph 8.2 of Lease for 2505 E. Main Street

roadways, driveways, entrances and exits, retention ponds or basins, sidewalks, stairways, service corridors, hallways, roofs, public restrooms, community rooms or areas, truck ways, ramps, loading docks, delivery areas, landscaped and planted areas, lawns, pylon and ground signs, directional signage, and lighting facilities, and (ii) all areas within the Shopping Center that are utilized for the operation, maintenance, and/or management of the Shopping Center, which shall include, but not be limited to, mechanical rooms, management offices, etc. Specifically excluded therefrom are any courtyards, patios, decks or other areas designated by Landlord as specifically for the use of other tenants within the Shopping Center.

8.2 USE BY TENANT. Tenant and its employees and invitees are, except as otherwise specifically provided in this Lease, authorized, empowered and privileged during the Term to use the Common Areas for their respective intended purposes in common with other persons. Tenant will be allowed to designate one (1) parking space in front of the premises during operating hours for customer security purposes.

8.3 RULES AND REGULATIONS. Tenant agrees to comply with such reasonable rules, regulations, and demands as Landlord may deem necessary or advisable for the proper efficient use, operation and maintenance of the Common Areas.

8.4 MAINTENANCE. Landlord agrees to maintain the Common Areas in good condition and keep the same properly lighted during periods that a majority of the tenants in the Shopping Center are open and for a reasonable period thereafter.

8.5 LANDLORD'S CONTROL. Landlord shall at all times during the Term have the sole and exclusive control, management and direction of the Common Areas, and may at any time and from time to time during the Term exclude and restrain any person from use or occupancy thereof, excepting, however, Tenant and other tenants of Landlord's Building and bona fide invitees of either who make use of the said areas in accordance with the rules and regulations established by Landlord from time to time with respect thereto. The rights of Tenant in and to the Common Areas shall at all times be subject to the rights of others to use the same in common with Tenant. Landlord may at any time and from time to time close all or any portion of the Common Areas to make repairs or changes and, to the extent necessary in the sole opinion of Landlord, to prevent a dedication thereof or the accrual of any rights to any person or to the public therein. Landlord may close temporarily any or all portions of the Common Areas to discourage non-customer parking and use and to do and perform such other acts in and to the Common Areas as Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by occupants and tenants, their employees and invitees.

8.6 EMPLOYEE PARKING. Landlord may from time to time designate a particular parking area or areas to be used by its tenants. If it does so, Tenant and its employees shall park their vehicles only in those portions of the Shopping Center designated for that purpose by Landlord. Tenant hereby authorizes Landlord to tow or haul away from the Shopping Center all violating vehicles belonging to Tenant or its employees, or to attach violation notices to such cars, or to do both, and if such right is exercised, agrees to reimburse Landlord for the cost of doing so. Tenant shall notify each of its employees of the provisions of this Section prior to their commencing any employment in connection with the Premises.

8.7 LANDLORD'S USE OF COMMON AREAS. Landlord shall at all times have the right to utilize the Common Areas, or any part thereof, for promotions, exhibits, carnival type shows, rides, outdoor shows, displays, automobile and other product shows, the leasing of kiosks and food facilities, landscaping, decorative items, and any other use which, in Landlord's judgment, tends to attract customers to or benefit the customers of the Shopping Center and does not materially interfere with Tenant's business or the parking available for use by Tenant's customers.

ARTICLE 9. MAINTENANCE OF SHOPPING CENTER; PREMISES

9.1 LANDLORD'S DUTY TO MAINTAIN.

(a) Landlord will keep the exterior walls (excluding doors and windows, and further excluding all sign bands), structural columns and structural floor or floors (excluding the sub-floor and floor coverings) of Landlord's Building in good repair. Notwithstanding the foregoing provisions of this Section, Landlord shall not in any way be liable to Tenant on account of its failure to make repairs unless Tenant shall have given Landlord written notice of the necessity for such repairs and has afforded Landlord a reasonable opportunity to effect the same after such notice and provided that any damage arising therefrom shall not have been caused by the negligence or willful act or omission of Tenant, its concessionaires, officers, employees, licensees or contractors (in which event Tenant shall be responsible therefor) or have been caused to any of the items Tenant is required to insure pursuant to Section 11.3.

(b) Landlord shall complete any snow removal, lawn maintenance, and landscaping; driveway and parking area maintenance, repair, and replacement; signage maintenance, repair, and replacement (other than signage attached to Landlord's Building which identifies specific tenants); maintenance, repair, and replacement of interior Common Areas within Landlord's Building; maintenance, repair, and replacement of electrical, plumbing, irrigation, mechanical, and heating, ventilating and air conditioning systems exclusively servicing exterior and interior Common Areas; and any and all other maintenance, repairs, and replacements on and/or to the Shopping Center (other than to the specific areas within Landlord's Building occupied by tenants) required in order to maintain, in Landlord's judgment, the appearance of the Shopping Center, as well as may be required by law, code, or regulation;

(c) Tenant shall reimburse Landlord, as Additional Rent, for its Pro Rata Share of all costs incurred by Landlord in its performance of the requirements of this Section, as set forth in this Lease.



Buckeye Gold
2505 E Main
"property owner"

Interactive Map

Generated on: 02/13/14 10:11:47 AM

Parcel ID

Map Routing No.

Location

020-002208



0 30 60 90 120 150 ft

Parcel Information		
Owner Name:	Appraised Total: \$	Last Transferred:
Calc Acreage: 0.125	Sale Price: \$	Annual Taxes: \$

Disclaimer

This drawing 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 drawing are notified that the public primary information source should be consulted for verification of the information contained on this drawing. The county and the mapping companies assume no legal responsibilities for the information contained on this drawing. Please notify the Franklin County GIS Division of any discrepancies.