

# HISTORIC CONSERVATION BOARD AGENDA

5<sup>th</sup> Floor Conference Room  
805 Central Ave, II Centennial

Monday, January 8, 2018 at 3:00 pm

## CALL TO ORDER

## DISCUSSION ITEMS

---

**Item 1.** 1523 REPUBLIC ST                      The applicant requests zoning relief for a projecting sign in the Over the Rhine Historic District.

**Applicant:** EAGLE ROCK REPUBLIC

**Owner:** EAGLE ROCK REPUBLIC/RHINE DEVELOPMENT CORPORATION LLC

**Staff Report:** BETH JOHNSON

---

**Item 2.** 120 MULBERRY ST                      The applicant requests a Certificate of Appropriateness to build a new three-story single-family townhome in the Over-the-Rhine Historic District. Also, the applicant requests zoning relief for lot density, setbacks and hillside review.

**Applicant:** KENT BRADLEY ROUSH ARCHITECTS

**Owner:** BROWN TUTT CHANDA & DEMETRIA TUTT

**Staff Report:** BETH JOHNSON

---

**Item 3.** 1632 CENTRAL PKWY                      The applicant requests conditional use approval for an outdoor patio with outdoor entertainment and a variance from parking requirements in the Over-the-Rhine Historic District.

**Applicant:** FILM CENTER LLC

**Owner:** FILM CENTER LLC

**Staff Report:** DOUG OWEN

---

**Item 4.** 1921 VINE ST                              The applicant requests a Certificate of Appropriateness to rehabilitate an existing structure, including roof deck and rear garage door opening in the Over-the-Rhine Historic District.

**Applicant:** LOU BATSCH, BENELLI AND BATSCH ARCHITECTS

**Owner:** 1923 VINE ST LLC

**Staff Report:** BETH JOHNSON

---

**Item 5.** 1923 VINE ST                      The applicant requests a Certificate of Appropriateness to rehabilitate an existing structure, including window replacements, roof deck and rear garage door opening in the Over-the-Rhine Historic District.

**Applicant:** LOU BATSCH, BENELLI AND BATSCH ARCHITECTS  
**Owner:** 1923 VINE ST LLC

**Staff Report:** BETH JOHNSON

---

**Item 6.** 331 E 13TH ST                      The applicant requests a Certificate of Appropriateness and zoning relief to install multiple projecting signs across two facades in the Over-the-Rhine Historic District.

**Applicant:** ANDREW AALZBRUN  
**Owner:** BROADWAY SQUARE II LLC C/O THE MODEL GROUP

**Staff Report:** DOUG OWEN

---

**Item 7.** 2014 ELM ST                      The applicant requests a Certificate of Appropriateness to rehabilitate an existing structure, and build a roof deck. Also, the applicant requires conditional use approval for outdoor patio and outdoor entertainment, and a variance from parking requirements in the Over-the-Rhine Historic District.

**Applicant:** MSA ARCHITECTS  
**Owner:** CER ELM INVESTMENTS LLC

**Staff Report:** BETH JOHNSON

**OTHER BUSINESS**

**ADJOURN**

---

---

## APPLICATION FOR ZONING RELIEF AND CERTIFICATE OF APPROPRIATENESS HISTORIC CONSERVATION BOARD PUBLIC HEARING STAFF REPORT

---

APPLICATION #: ZH20170202/ COA2017078  
APPLICANT: Eagle Rock Republic LLC  
OWNER: same  
ADDRESS: **1523 Republic Street**  
PARCELS: 081-0004-0509  
ZONING: RM 1.2  
OVERLAYS: Over-the-Rhine Historic District  
COMMUNITY: Over-the-Rhine  
REPORT DATE: December 19, 2017  
HEARING DATE: December 20, 2017 (pre-hearing)  
STAFF REVIEW: Beth Johnson, Urban Conservator

---

---

### Details of Zoning Relief Required:

1. **1427-33:** Identification sign for Non-Residential Use in RM Districts: 12 square feet max for wall signs. **Variance of .25 square feet required.**
2. **1427-33:** Identification sign for Non-Residential Use in RM Districts are restricted to Wall and Ground signs. **Variance of 1 projecting sign is required.**
3. **1427-27 (d):** Projecting signs must be setback at least five feet from an interior lot line. **A variance of 3 feet will be required.**

### Existing Conditions:

The subject property at 1523 Republic Street a circa 1890s, three, mixed-use Italianate brick building. The property received a Use Variance to allow the current business in the building on August 24, 2015.

### Proposed Conditions:

The applicant is proposing to install a projecting sign at the north end of the building on the east façade. It will metal projecting sign with 3 divisions, one for each business in the building. It will be anchored to the building at the top of the first level.



Figure 1. Location of 1523 Republic St. Image courtesy of CAGIS.



Figure 2. View of 1523 Republic Street. Image courtesy of Google.

**Previous Reviews:** August 24, 2015. Use Variance Hearing for office use on the first floor. COA hearing for changes to the exterior. Both were approved.

**Applicable Zoning Code Sections:**

Zoning District: Section 1405 Residential District  
Variance Requests: [Section 1427](#) Signs  
Variance Authority: [Section 1445-07](#)  
HCB authority: [Section 1435-05-4](#)  
Variance Standard: [Section 1445-13](#) General Standards: Public Interest  
[Section 1445-15](#) Standards for Variances  
Overlays: [Section 1435](#) Historic Preservation  
Historic District/Reg: [Over the Rhine Historic District](#)  
COA Standard: [Section 1435-09-2](#) COA; Standard of Review

**Zoning Analysis:**

The property has been approved for a use as an office space and the sign they are proposing meets all of the Historic District Guidelines. The placement of the sign towards the side is the most architecturally sensitive placement and requiring the 5 foot setback from an interior lot line would have an adverse impact of the architecture of the building.

**Standards for Variances per Section 1435-05-4**

- (a) Is necessary and appropriate in the interest of historic conservation so as not to adversely affect the historic architectural or aesthetic integrity of the Historic District of Historic Asset; or

*While the existing sign is larger than a typical construction sign in a RM 1.2 Zoning District, the sign serves to direct customers and clients to the businesses in the building. The sign is a simple sign that meets the OTR Historic Conservation District Guidelines.*

- (b) Is necessary where the denial thereof would result in a deprivation of all economically viable uses of the property as viewed in its entirety. In making such a determination, the Historic Conservation Board may consider the factors set forth in Section 1435-09-2 (aa) to (ff).

*The denial of the requested variances would not deprive the property of all economically viable uses; however, the sign does help to direct clients to the building.*

Below is analysis of the consideration factors for all of the requested zoning actions, utilizing Section 1445-13, General Standards; Public Interest.

- a. **Zoning.** The proposed work conforms to the underlying zone district regulations and is in harmony with the general purposes and intent of the Cincinnati Zoning Code.  
*The underlying zoning is RM 1.2. Projecting signs are not permitted in the district.*
- b. **Guidelines.** The proposed work conforms to any guidelines adopted or approved by Council for the district in which the proposed work is located.

*The proposed work substantially conforms to the guidelines for the district.*

- c. **Plans.** The proposed work conforms to a comprehensive plan, any applicable urban design or other plan officially adopted by Council, and any applicable community plan approved by the City Planning Commission.

*This project conforms to the Over the Rhine Comprehensive Plan.*

- d. **Traffic.** Streets or other means of access to the proposed development are suitable and adequate to carry anticipated traffic and will not overload the adjacent streets and the internal circulation system is properly designed.

*The sign will not affect traffic as it is a small projecting sign that is meant as a way finding to direct people to the business.*

- h. **Neighborhood Compatibility.** The proposed work is compatible with the predominant or prevailing land use, building and structure patterns of the neighborhood surrounding the proposed development and will not have a material net cumulative adverse impact on the neighborhood.

*The proposed work will not have an adverse impact on the neighborhood.*

*The sign is a projecting sign that is similar to many other signs in the neighborhood and meets the OTR Historic Conservation Guidelines.*

- j. **Adverse Effects.** Any adverse effect on the access to the property by fire, police, or other public services; access to light and air from adjoining properties; traffic conditions; or the development, usefulness or value of neighboring land and buildings.

*There are no adverse impacts anticipated. Access to light and air will not be impacted and the value of neighboring properties is not likely to be affected by the installation of a projecting sign.*

- l. **Economic Benefits.** The promotion of the Cincinnati economy.

*The proposed project has the potential to benefit the Cincinnati economy by directing people to a business.*

- p. **Public Benefits.** The public peace, health, safety or general welfare.

*There is no measurable detriment to public peace, health, safety or welfare as a result of this proposed project.*

### **Certificate of Appropriateness Review:**

A Certificate of Appropriateness is required for the proposed signage:

### **Applicable Guidelines**

#### **Rehabilitation**

### **B. SPECIFIC GUIDELINES**

- 13. **SIGNS:** Signs should be designed for clarity, legibility and compatibility with the building or property on which they are located. Signs should be located above the storefront, on the storefront windows or on awnings and should not cover any

architectural features. Signs should capitalize on the special character of the building and reflect the nature of the business.

Wall and projecting signs should be located above the storefront or first story and below the second story sills. The size of wall signs shall be limited to one square foot per lineal foot of building frontage. Projecting signs should be no larger than 3 feet, 6 inches in width or height. Small projecting signs such as symbol signs are appropriate. Billboards and internally illuminated signs are not permitted. Neon signs may be approved on a case-by-case basis.

*The projecting sign is within the size, location, and materials for projecting signs. It is a simple sign that is placed to not adversely affect the architecture of the building, but to direct people to the businesses inside the building.*

**Other Considerations:** N/A.

**Prehearing Results:** A prehearing was held on December 20, 2017

**Comments Provided to Staff:** N/A

**Consistency with *Plan Cincinnati (2012)*:**  
“Sustain” Initiative Area “Preserve our built history”

**Recommendation:**

Staff recommends the Historic Conservation Board take the following actions:

**I. ZONING RELIEF**

- A. **Section 1427-33 – APPROVE – Dimensional Variance** .25 square feet for 1523 Republic Street per plans submitted by MSP Designs dated 9/8/2017.
- B. **Section 1427-33 – APPROVE – Variance** for one projecting sign at 1523 Republic Street per plans submitted by MSP Designs dated 9/8/2017.
- C. **Section 1427-27 (d) – APPROVE – Dimensional Variance** 3 feet for 1523 Republic Street per plans submitted by MSP Designs dated 9/8/2017.
- D. **FINDING:** The Board makes this determination that per Section 1435-05-4:
  - 1. Such relief from literal implication of the Zoning Code will not be materially detrimental to the public health, safety and welfare or injurious to property within the district or vicinity where property is located; and
  - 2. Is necessary and appropriate in the interest of historic conservation so as not to adversely affect the historic architectural or aesthetic integrity of the district.

II. **CERTIFICATE OF APPROPRIATENESS**

A. **APPROVE** a Certificate of Appropriateness for 1523 Republic Street per application materials submitted by the applicant on 08/29/2017 including any revisions submitted for permit subject to staff review and approval with the following condition:

1. The building permits must be issued within two years of the decision date or the Certificate of Appropriateness shall expire.
2. A Revocable Street Privilege must be secured prior to the issuance of a Building Permit for the projecting sign.

B. **FINDING:** The Board makes this determination per Section 1435-09-2:

1. That the property owner has demonstrated by credible evidence that the proposal substantially conforms to the applicable conservation guidelines.

Date: 04-13-2017

Location: 1523 Republic Street

Request: sign

Zoning District: RM 1.2 Over-the-Rhine Historic Conservation Overlay Zone.

Applicant Name: John Moorman

The City of Cincinnati appreciates receiving your information regarding your proposed project. The purpose of this letter is to inform you that your proposed project will be required to get a Zoning Relief and a Certificate of Appropriateness from the Historic Conservation Board as it is in a Historic Conservation Overlay. Attached to this letter is a copy of the Zoning Relief Application and the required documents. Please submit 3 copies of the application and the Documents required that are checked. When you submit the copies of the application, the Documents Required Sheet must be submitted as well. The next application deadline is September 22, 2017 for the November 6, 2017 Historic Conservation Board meeting. The application fee is \$606.09

Your request does not comply with the City of Cincinnati Zoning Code for the following reason(s):

1427-33: Identification sign for Non-Residential Use in RM Districts: 12 square feet max for wall signs. Variance of .25 feet required.

1427-33: Identification sign for Non-Residential Use in RM Districts are restricted to Wall and Ground signs. Variance of 1 projecting sign is required.

1427-27 (d): Projecting signs must be setback at least five feet from an interior lot line. A variance will be

The 3 copies of the applications and documents required will be turned into the *Law Department- Office of Administrative Boards*. Their office is located on the 5<sup>th</sup> floor of 805 Central Avenue in the Permit Center. It is highly encouraged that you make an appointment for submission to guarantee that your submission will be accepted by the deadline. Appointments can be made with Kasandra Maynes at 513-352-1559.

If you would like to access the City of Cincinnati Zoning Code please go to Title XIV of the Cincinnati Municipal Code. The Municipal Code can be accessed through a link on our department's webpage at <http://www.cincinnati-oh.gov/buildings/zoning-administration/>.

If you have any questions regarding the zoning hearing process or submission of your required documents, please contact Kasandra Maynes at 513-352-1559 or visit [www.cincinnati-oh.gov/boards](http://www.cincinnati-oh.gov/boards) - select Zoning Hearing Examiner.

You may also contact me at the information listed below with zoning questions, concerns or to make an appointment.



Beth Johnson

Urban Conservator

(p): 513-352-4848

(e): [beth.johnson@cincinnati-oh.gov](mailto:beth.johnson@cincinnati-oh.gov)



II Centennial Plaza  
 805 Central Avenue, Suite 500  
 Cincinnati, Ohio 45202  
 Monday- Friday 7:30 am-4 pm  
 (513) 352-4848  
 Beth.Johnson@Cincinnati-OH.gov

Office Use Only	
Application #:	_____
Date Accepted:	_____
Staff Review	Board Review
Paid:	_____
Date Perfected:	_____
Hearing Date:	_____

## CERTIFICATE OF APPROPRIATENESS APPLICATION

### SUBJECT PROPERTY

Site Address: 1523 Republic Street, Unit 101  
 Hamilton Co. Parcel ID No.: 081-00040509-00 Zoning District: RM 1.2  
 Historic District: \_\_\_\_\_ Overlay District: \_\_\_\_\_

### APPLICANT INFO PROPERTY OWNER OTHER \_\_\_\_\_ (AGENT, ATTORNEY, ARCHITECT, ETC.)

Name: Eagle Rock Republic LLC  
 Contact Person (if legal entity): John Moorman  
 Address: 1523 Republic Street, Unit 101  
 City: Cincinnati State: OH Zip Code: 45202  
 Phone: 614 313 2995 E-mail: jmoorman@gabrielgrp.com

### PROPERTY OWNER INFO SAME AS ABOVE

Name: Eagle Rock Republic LLC  
 Contact Person (if legal entity): Scott Gabriel  
 Address: 414 Eagle Rock Ct  
 City: Grandville State: MI Zip Code: 49418  
 Phone: 616 583 9720 E-mail: sgabriel@gabrielgrp.com

### CERTIFICATE OF APPROPRIATENESS (SELECT ALL THAT APPLY)

- New Construction  Alteration  Demolition

Provide a very brief summary of the project:

### ZONING RELIEF Yes No

Provide a very brief summary of the zoning relief requested:

A projecting sign mounted on the building (see picture).  
42" x 42"

### SUBMISSION REQUIREMENTS & REQUIRED ATTACHMENTS

- Demolition requests must include all required demolition forms.
- All applications that include requests for zoning relief must include a zoning hearing application.
- All persons seeking historic tax credits must provide a copy of their approved part II tax credit application.

I certify that all statements and documents that I provide with reference to this application are accurate, complete, and true to the best of my knowledge and belief. I further acknowledge that my application shall be deemed incomplete for my failure to timely comply with any requirement of this application, which non-compliance may result in delays in the scheduling and resolution of my application.

Applicant Signature: [Signature]

Date: 10/31/2011

# ZONING HEARING EXAMINER

## Application for Zoning Relief

II Centennial Plaza  
805 Central Avenue, Suite 500  
Cincinnati, Ohio 45202  
Monday- Friday 7:30 am- 4 pm  
513-352-1559

**Section 1. SUBJECT PROPERTY**  
 ADDRESS 1523 Republic Street, Unit 101 COMMUNITY \_\_\_\_\_  
 PARCEL ID(S) 081-0004-0509-00  
 BASE ZONING CLASSIFICATION \_\_\_\_\_ ZONING OVERLAY (if applicable) Historic Conservation  
 Non-Residential Project     Residential Project (RCO) One -, Two -, and Three- Family Dwelling

**Section 2. APPLICANT**  
 NAME Eagle Rock Republic LLC CONTACT PERSON (if legal entity) John Moorman  
 ADDRESS 1523 Republic St Unit 101 CITY Cin STATE OH ZIP 45202  
 EMAIL jmoorman@gabrielgrp.com RELATIONSHIP TO OWNER (if not owner) employee  
 TELEPHONE 614 313 2995

**Section 3. OWNER**  
 NAME Eagle Rock Republic LLC CONTACT PERSON (if legal entity) Scott Gabriel  
 ADDRESS 414 Eagle Rock Ct CITY Grandville STATE MI ZIP 49418  
 EMAIL sgabriel@gabrielgrp.com RELATIONSHIP TO OWNER (if not owner) \_\_\_\_\_  
 TELEPHONE 616 583 9720

**Section 4. NATURE OF RELIEF REQUESTED.** (select all that apply)  
 Variance     Use Variance     Special Exception     Conditional Use  
 Expansion or Substitution of Non Conforming Use     Hillside Overlay District Permission  
 Urban Design Overlay District Permission     DD District Phased Development Approval

**Section 5. BRIEF DESCRIPTION OF PROPOSED PROJECT** (Do not write "see attached" or leave blank. You may attach a longer statement to this application if the space provided is insufficient to describe your proposed project)  
A mounted projecting sign, 42" x 42" in size, attached to the building.

**Section 6. SUMMARY OF REASONS WHY RELIEF SHOULD BE GRANTED.**  
 You must provide a written statement explaining how the proposed project meets the standards for all relief requested. Separate instructions for preparing this statement are attached. If you fail to follow the instructions for your type of request, your application may be denied.

**Section 7. SIGNATURE.** The undersigned does hereby certify that the information provided in connection with this application is, to the best of his or her knowledge, true and correct.  
 Print Name Scott Gabriel Signature [Signature] Date 10/31/2017

### REVOCABLE STREET PRIVILEGE

The CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati OH 45202 (the "City"), hereby grants to Eagle Rock Republic, LLC, a limited liability company organized under the laws of the State of Michigan, whose address 1523 Republic Street, Unit 101, Cincinnati, Ohio 45202 ("Grantee"), a revocable street privilege for the construction and maintenance of the Permitted Improvements (as defined below), within the Republic Street right-of-way, said portion being the area shown on Exhibit A hereto (the "RSP Property"), located adjacent to Grantee's property at 1523 Republic Street, Cincinnati, Ohio 45202 ("Grantee's Property"). The terms and conditions of this Revocable Street Privilege are as follows:

- (1) Permitted Improvements. Grantee shall be permitted to construct and maintain in the RSP Property the following improvements as shown on Exhibit B: Sign (the "Permitted Improvements"). No other improvements shall be permitted. Prior to construction, Grantee shall submit a permit application, including two (2) sets of plan drawings, to the City's Department of Transportation and Engineering (DOTE), 801 Plum Street, Room 425, Cincinnati, OH 45202, for review. Grantee shall make whatever changes to the plans as may be required by DOTE and shall not commence construction until DOTE has approved the plans. All work shall be performed by a licensed street contractor approved by DOTE and shall be performed under the direction, and to the satisfaction, of DOTE. Grantee shall not bring or permit to be brought onto the Property any hazardous materials or other contaminants or substances that are harmful to the public or to the environment. The City makes no representations or warranties to Grantee concerning the condition of the RSP Property or suitability of the RSP Property for the maintenance of the Permitted Improvements.
- (2) Expenses. All expenses associated with the construction, maintenance, repair and removal of the Permitted Improvements, and Grantee's use of the Property, shall be borne by Grantee. The City shall not be responsible for any costs associated with the Permitted Improvements or Grantee's use of the Property.
- (3) Compliance with Chapters 718 and 723 of Cincinnati Municipal Code. Grantee shall comply with all provisions of Chapter 718 and 723 pertaining to Revocable Street Privileges, of the Cincinnati Municipal Code, as the same may be amended or superseded from time to time, and with all other applicable federal, state and local laws, ordinances, regulations and governmental requirements.
- (4) Rights of Utility Companies. All rights herein granted to Grantee to maintain the Permitted Improvements and to use the Property are subject and subordinate to the rights of any and all utility companies that may now or hereafter have utility lines and/or other utility installations within the Property. Grantee shall not alter, relocate or otherwise interfere with such utility lines and installations and shall not do anything that will impair such utility companies' right to enter upon the Property from time to time for all purposes associated with the operation, maintenance, repair, replacement or removal of such utility lines and installations. Grantee shall provide such utility companies with access to the Property on a 24 hours/day, 7 days/week, 52 weeks/year basis.
- (5) Maintenance of Permitted Improvements. Following construction of the Permitted Improvements, Grantee shall maintain the Permitted Improvements in good, clean, and safe condition and repair and in accordance with City standards, the determination of which shall be made by DOTE in its sole discretion. In maintaining the Permitted Improvements (and unless approved by the City as part of the City's approval of Grantee's plans under paragraph (1) above), Grantee shall not cause any damage to existing curbs, sidewalks, streets or other improvements within or near the Property. If the City determines that the Permitted Improvements pose a hazardous condition or are otherwise not being properly maintained, or if Grantee causes damage to existing improvements, the City may require Grantee to immediately take such action as is necessary to rectify the situation to the City's satisfaction, failing which the City may do so. Grantee shall pay all costs incurred by the

City under the preceding sentence, together with interest thereon from the date that the City pays or incurs such costs at a reasonable rate of interest determined by the City, within thirty (30) days after the City's written demand.

- (6) City's Right to Enter upon Property. The City and its representatives shall have the right to enter upon the Property at any time for any proper purpose, including without limitation to inspect the Property and Permitted Improvements. The City shall have no duty to inspect.
- (7) Waiver of Claims for Damage. The City shall have no responsibility or liability for loss or damage to, or theft of, the Permitted Improvements or any items of personal property that may at any time be on the Property, including without limitation damage caused by trespassers, graffiti, thrown objects, wind, hail, fire or other casualty, no matter how such damage is caused. As a material inducement to the City to grant this Revocable Street Privilege, Grantee hereby waives, as against the City and its employees, agents and contractors, all claims and liability, and on behalf of Grantee's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, no matter how caused.
- (8) Insurance. During the period in which this Revocable Street Privilege is in effect, Grantee shall maintain Commercial General Liability insurance with respect to the RSP Property in an amount not less than One Million Dollars per occurrence, combined single limit, naming the City as an additional insured. Grantee shall furnish to the City a certificate of insurance evidencing such insurance prior to commencing construction and annually prior to each anniversary of the Effective Date as defined on the signature page.
- (9) Indemnification. Grantee shall indemnify, defend (with counsel reasonably acceptable to the City), and hold the City, its employees, agents and contractors harmless from and against any and all claims, actions, losses, demands, penalties, fines, liability, judgments, damages, and expenses (including without limitation attorney's fees) suffered or incurred by or asserted against the City arising from or related to Grantee's construction and maintenance of the Permitted Improvements, use of the Property, or violation of the provisions set forth in this Revocable Street Privilege, including without limitation any of the foregoing that may arise or be claimed with respect to any death, personal injury, or loss of or damage to property on or about the Property. Grantee shall assume the defense and settlement of any and all such suits or other legal proceedings brought against the City and shall pay all judgments entered in such suits or other legal proceedings. The assumption of liability and indemnity obligations of Grantee under this Revocable Street Privilege shall survive the termination of this Revocable Street Privilege with respect to matters arising prior thereto.
- (10) Notices. All notices given hereunder by either party shall be in writing and shall be personally delivered or mailed by U.S. mail to the parties at the following addresses:

City of Cincinnati, Real Estate Department  
801 Plum Street, Room 122  
Cincinnati, OH 45202

Eagle Rock Republic, LLC  
1523 Republic Street, Unit 101  
Cincinnati, Ohio 45202

- (11) Termination. This Revocable Street Privilege shall terminate upon the occurrence of the following events:
  - (i) City's Right to Revoke: The City shall have the right to revoke this Revocable Street Privilege, for any reason, upon thirty (30) days prior written notice to Grantee. Within such 30-day period, and unless otherwise agreed to by the City, Grantee shall remove the Permitted Improvements and restore the Property to a condition that is acceptable to the City.

- (ii) Transfer of Grantee's Property: This Revocable Street Privilege is personal to Grantee, shall not inure to the benefit of Grantee's successors-in-interest with respect to Grantee's Property, and shall not be recorded in the public records. Upon Grantee's sale or transfer of Grantee's Property, this Revocable Street Privilege shall automatically terminate. Prior to the closing on any such sale or transfer, and unless otherwise agreed to by the City, Grantee shall remove the Permitted Improvements and restore the Property to a condition that is acceptable to the City.

If Grantee fails to timely remove the Permitted Improvements and restore the Property as required under this Revocable Street Privilege, the City may do so at Grantee's expense. All obligations of Grantee hereunder that have accrued but have not been fully performed as of the effective date of the termination of this Revocable Street Privilege shall survive such termination until fully performed.

(12) Special Provisions.

1. A canopy, awning, sign, or building mounted structure extending into the public right-of-way must be:
  - a. Vertically at least eight feet above the sidewalk (ten feet if energized).
  - b. Horizontally no closer than two feet from the street curb line.
  - c. Fully supported from the building with no vertical supports extending below the bottom of the canopy, awning, or building mounted sign.
  - d. Compliant with clearance requirements for overhead utility lines.
  - e. Horizontally no closer than five feet from a utility pole.
2. All metal for the proposed structure should be non-rusting so not to stain the sidewalk surface and building surface.
3. The construction drawings for any building mounted structures (awnings, canopies, signs, fire escapes, balconies, platforms, lights, banners, flags, etc.) in the public right-of-way or extending into the public right-of-way, must be prepared and sealed by a professional engineer or architect registered in the State of Ohio. The design loads must be in accordance with the appropriate Building Code standards and be stated on the drawings. Drawings must include mounting and framing details.
4. The sidewalk must remain open during installation. If installation is to take longer than two hours, a street use permit, obtained from DOTE, is required. Apply for permits in Room 425 at City Hall, 801 Plum Street.
5. Must have Zoning and Building approval.
6. Must have Historic approval; location does not meet Historical guidelines.

[Remainder of page intentionally left blank]

Executed by the parties and effective on the latest of the dates indicated below ("Effective Date").

CITY OF CINCINNATI

Approved by:

By: \_\_\_\_\_  
Harry Black, City Manager

\_\_\_\_\_  
Thomas R. Klumb, Manager, Real Estate

Date: \_\_\_\_\_, 2017

Recommended by:

Approved as to Form:

\_\_\_\_\_  
Michael Moore  
Director, Department of Transportation and Engineering

\_\_\_\_\_  
Travis Jeric, Senior Assistant City Solicitor

Accepted and Agreed to by:  
to Eagle Rock Republic, LLC

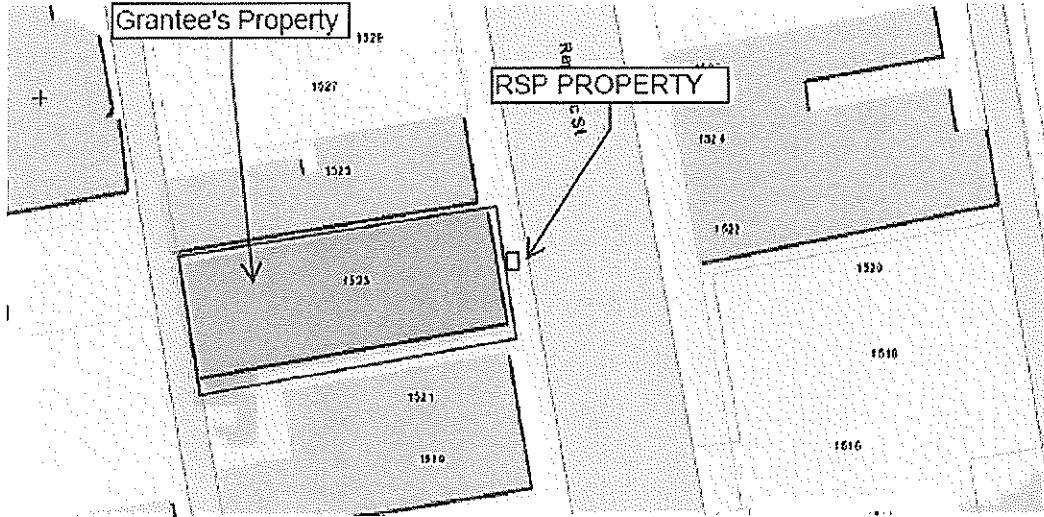
Sign: Scott Gabriel

Print: Scott Gabriel

Title: Managing Member

Date: 12/12, 2017

**EXHIBIT A**  
**RSP PROPERTY**







Cincinnati's Historic Conservation Office

The scope of work that we are proposing is a projected wall mounted sign that complies with the current building code and the Revocable Street Privilege (RSP). This sign will be a non-illuminated wall sign for the first-floor tenant space (See attached illustration).

With the understanding that the building lies within the RM zoning district it also is adjoined on two side by CC (Commercial Community). Currently the building across the street from 1523 Republic has a projected wall sign mounted to the building along with an exterior canopy. With the relationship of these properties we feel that the proposed projected sign will complement the existing street scape.

Steve Stidham Assoc. AIA, AIGA  
Project Designer

A handwritten signature in black ink, appearing to read 'Steve Stidham', is written over the text 'Project Designer'.

3700 Park 42 Drive, Suite 190B  
Cincinnati, Ohio 45241  
Direct 513.759.3253 | Main 513.759.0004



GABRGRO-01

ALYNCH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Berends Hendricks Stuit, Inc. 3055 44th St SW Grandville, MI 49418	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (616) 531-1900      FAX (A/C, No): (616) 574-3317 E-MAIL ADDRESS:  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Selective Insurance Company</td> <td style="border: none;">39926</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Selective Insurance Company	39926	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Selective Insurance Company	39926														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  Eagle Rock Republic LLC 4141 Eagle Rock Ct Grandville, MI 49418															

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EPLI, EBL  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		S 1987049	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EPLI \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S 1987049	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			S 1987049	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 9010081	06/01/2017	06/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 1523 Republic Street, Unit 101, Cincinnati, OH 45202

City of Cincinnati is listed as additional insured relative to general liability per the insured's policy form.

## CERTIFICATE HOLDER

## CANCELLATION

 City of Cincinnati  
 801 Plum Street  
 Cincinnati, OH 45204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## REAL ESTATE SALE CONTRACT

This Real Estate Sale Contract (the "Contract") is made as of the Effective Date (as defined below in Section 30), by and between Eagle Rock Republic, LLC, a Michigan limited liability company ("Buyer"), and Rhine Development Corporation, LLC, an Ohio limited liability company ("Seller").

For good and valuable consideration, the receipt and adequacy of which is acknowledged by the parties hereto, and in consideration of the premises, conditions and covenants herein contained, Seller and Buyer do hereby mutually agree as follows:

1. Contract to Buy and Sell: Seller hereby agrees to sell and convey, and Buyer hereby agrees to purchase, that certain condominium unit located at 1523 Republic Street, Unit 101 of the Bremen Station Condominium, Hamilton County, Ohio, 45202 being Hamilton County Auditor's Parcel No. Parcel No. 081-0004-0509-00, together with all improvements located therein (the "Property"), all on the terms and at the Purchase Price as set forth hereinafter. The parties acknowledge that the Property does not include any personal property.

2. Purchase Price: The "Purchase Price" for the Property shall be Three Hundred and Ninety Thousand Dollars (\$390,000.00), paid as follows:

(a) Upon execution of this Contract by Buyer, Buyer shall pay the sum of Three Thousand Dollars (\$3,000.00) to Seller as earnest money (the "Earnest Money") to apply toward the Purchase Price, to be held by Seller in trust pending the Closing of this transaction. If Buyer terminates this Contract for failure of the contingency set forth in Section 5(a) of this Contract within the Inspection Period (as defined below) or for failure of the contingency set forth in Section 6 of this Contract prior to the Financing Contingency Deadline (as defined below), then Buyer's sole remedy shall be return of the Earnest Money, whereupon this Contract shall terminate and Buyer and Seller shall have no further liability (other than those which expressly survive termination). If Buyer, after satisfaction or waiver of the contingency, defaults in the performance of this Contract, then Seller shall promptly be paid the Earnest Money. If Seller defaults in the performance of this Contract or prior to Closing discovers that a representation or warranty in Section 12 is fatal, Buyer's sole remedy shall be either the return of the Earnest Money or Buyer shall have the right to do either of the following within sixty (60) days of Seller's default: (i) pursue specific performance; or (ii) pursue all costs and expenses incurred by Buyer in pursuit of the transactions contemplated by this Agreement.

(b) At Closing, subject to adjustments and prorations as set forth herein, Buyer shall pay to Seller the balance of the Purchase Price by official bank check, or by wire transfer of immediately available United States funds.

(c) At the Closing, out of the proceeds of the sale, Seller will provide Buyer with a check for Three Thousand Five Hundred Dollars (\$3,500.00) as an allowance towards the cost of painting the interior of the Property and purchasing and installing a door serving the Property. Buyer shall be solely responsible for any improvements made after the Closing and with the allowance amount.

3. Title. Title to the Property shall be conveyed to Buyer by limited warranty deed, subject to (a) non-delinquent real estate taxes and assessments; (b) zoning ordinances; (c) easements, reservations, limitations and restrictions of record, including but not limited to that certain Declaration of Condominium Ownership for Bremen Station Condominium, recorded July 29, 2016 at OR Book 13219, Page 795 and those certain plats recorded at Plat Book 453, Page 58-60, all of the Hamilton County records (the "Condominium Declaration"); (d) public streets and legal highways; and (e) matters that

would be disclosed by an accurate ALTA survey of the Property. Seller shall have the right to remove any and all encumbrances or liens out of the purchase monies at the time of Closing.

4. Taxes; Association Dues; Insurance; Utilities; Rent.

(a) In Hamilton County, bills for real estate taxes and assessments are paid in arrears based upon ownership and value as of January 1<sup>st</sup> of the year in which closing takes place. The parties hereby agree that, in lieu of reconciling taxes upon Seller's receipt of the tax bill applicable to 2016, the parties shall prorate taxes as follows.

The estimated real estate taxes and assessments pertaining to the building containing the Property for 2016 is \$5,268.13, such that the pro rata annual share of those taxes for Unit 101 based upon the par value of that unit of 23% are \$1,211.67, or \$3.31 per day.

At Closing, Seller shall receive payment from Buyer its prorated share of the 2016 using the following formula: the number of days from the Closing Date until December 31, 2016 times \$3.31 per day.

Seller shall be responsible for the balance of the real estate taxes and assessments applicable to 2016 and payable in 2016. Thereafter, beginning with tax year 2017 (payable in 2018), Buyer shall be solely responsible for paying all installments of real estate taxes and assessments as and when they are due.

(b) Condominium association dues and assessments, where applicable, shall be prorated on the settlement statement.

(c) No prorations will be made in relation to insurance premiums, and Seller's insurance policies will not be assigned to Buyer.

(d) Final readings and final billings for utilities will be made as of the date of Closing, and all such utilities consumed on the Property before the Closing shall be at Seller's expense. Seller will be entitled to all deposits presently in effect with the utility providers, and Buyer will be obligated to make its own arrangements for deposits with the utility providers.

5. Inspection Contingency.

(a) Buyer, at Buyer's sole cost and expense, may undertake and complete any and all physical or other inspections as Buyer deems appropriate to determine whether the Property is suitable for its use. Such inspections may include but not be limited to title examination; surveys; physical inspections of the Property; geotechnical studies; engineering and structural studies; environmental testing, studies and reports; review of all applicable zoning, building and other laws, ordinances, statutes and regulations; determination that all utilities are available in the size, cost and capacity required by Buyer; and the existence of acceptable ingress/egress. Should Buyer determine that the Property is unsuitable for any reason, Buyer must notify Seller in writing of its election to terminate as follows: (i) within ten (10) business days after receipt of a title commitment from the Title Company, including copies of all exception documents referenced therein which title commitment shall be complete and delivered to Buyer within twenty (20) days of the Effective Date (the "Title Inspection Period"); and (ii) within ten (10) business days after completion of Seller's Work as described in Section 7 below (the "Physical Inspection Period"). For purpose of this Contract, the later to occur of the expiration of the Title Inspection Period or the Physical Inspection Period shall be the "Inspection Period". Upon termination as provided above, the Earnest Money shall be returned to Buyer, this Contract shall terminate and Buyer and Seller shall have no further obligations

or liabilities hereunder other than those obligations which expressly survive termination. If Seller does not receive such written termination prior to the expiration of the Inspection Period, then Buyer shall be deemed to have forever waived the contingencies set forth in this paragraph.

(b) Buyer, its consultants and contractors shall have the right to enter upon the Property and the common areas of the building in which the Property is located (the "Common Areas") during the Inspection Period, at reasonable hours, for the limited purpose of performing the inspections and such other examinations, investigations, surveys, analyses and tests as Buyer desires, pursuant to Section 5(a) above. Notwithstanding the foregoing, Buyer's rights under this Section 5 are subject to the following limitations: (i) Buyer shall give Seller written or telephonic notice at least one (1) business day before conducting any inspections on the Property or Common Areas, and a representative of Seller shall have the right to be present when Buyer or its representatives conducts its or their investigations on the Property or Common Areas; (ii) neither Buyer nor its representatives shall materially interfere with the use, occupancy or enjoyment of the Property by Seller; (iii) neither Buyer nor its agents shall damage the Property, Common Areas, or any portion thereof; (iv) Buyer shall indemnify, hold harmless and defend Seller against all costs (including reasonable attorneys' fees) and damage to the Property or Common Areas caused by or arising out of the activities of Buyer or its agents under this Section; (v) [intentionally omitted]; (vi) [intentionally omitted]; (vii) Buyer and Buyer's agents and representatives hereby waive any and all claims against Seller and Seller's agents for any injury to persons or damage to property arising out of any inspections or physical testing of the Property or Common Areas, including but not limited to any damage to the tools and equipment of Buyer and Buyer's representatives and agents, all of which shall be brought onto the Property at the sole risk and responsibility of Buyer and Buyer's representatives and agents, unless such injury is caused by the grossly negligent act of Seller or Seller's agents; (viii) Buyer shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules regulations, ordinances, and policies in conducting any of its inspections or testing of the Property or Common Areas; (ix) Buyer agrees to keep the Property free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Buyer or Buyer's representatives or agents in connection with any inspection or testing, and if any such lien shall at any time be filed, Buyer shall cause the same to be discharged of record within thirty (30) days thereafter by satisfying the same (and if Buyer fails to do so Seller may discharge the same at Buyer's expense); and (x) except as approved by Seller in writing, in no event shall Buyer or Buyer's representatives or agents have the right to place any materials or equipment on the Property or Common Areas (including without limitation, signs or other advertising material) until after the Closing has occurred. The foregoing Buyer obligation shall survive the Closing or termination of this Contract.

(c) Notwithstanding anything in this Contract to the contrary, Buyer shall take no action with regard to the Property or Common Areas (whether with regard to its zoning, title, real estate tax/assessment obligations, rights or obligations regarding adjacent rights of way, or otherwise) which would survive termination of the Contract, without first obtaining Seller's prior written consent in each and every instance.

6. Financing Contingency. This Contract is contingent upon Buyer obtaining within sixty (60) days after the Effective Date ("Financing Contingency Deadline") a written loan commitment for third party financing to acquire the Property and finance the construction of Buyer's intended improvements, at market rates and terms. Buyer hereby agrees that it will promptly apply for such financing and perform in good faith all acts on its part necessary to secure such loan commitment. If the foregoing contingency is not satisfied prior to the Financing Contingency Deadline, Buyer must notify Seller in writing of its election to terminate this Contract for failure of this contingency on or before the Financing Contingency Deadline, in which case, the Earnest Money shall be returned to Buyer, this Contract shall terminate, and Buyer and Seller shall have no further obligations or liabilities hereunder

other than those obligations which expressly survive termination. If Seller does not receive such written notice of termination on or before the Financing Contingency Deadline, then Buyer shall be deemed to have forever waived the contingency set forth in this paragraph and elected to proceed to Closing. Notwithstanding the foregoing or anything in this Contract to the contrary, in the event Buyer fails to demonstrate to Seller's reasonable satisfaction within ten (10) days after the Effective Date that Buyer has applied for financing by delivering to Seller within said 10-day period a lender's pre-approval letter, then Seller, at its option may elect to (i) terminate the Contract, (ii) provide Buyer with an extension to satisfy such prerequisite, or (iii) waive such prerequisite and permit Buyer to continue to seek financing prior to the Financing Contingency Deadline as otherwise set forth herein. Notwithstanding any provision of this Contract to the contrary, Buyer expressly acknowledges and agrees that Seller may market the Property to other potential purchasers during the pendency of this Contract. If, prior to the date of Closing, Seller receives a bona fide offer in writing from a third party which Seller desires to accept, Seller will notify Buyer or Buyer's agent in writing, whereupon Buyer shall have twenty (20) days to notify Seller in writing that Buyer waives the financing contingency and elects to proceed to closing (subject only to the inspection contingency set forth in Section 5(a) above). If Seller does not receive such notice from Buyer, Seller may either (a) terminate this Contract by written notice to Buyer, whereupon the Earnest Money shall be returned to Buyer, this Contract shall terminate, and the parties shall have no further obligations hereunder (other than those that expressly survive termination) or (b) elect to proceed under the terms of this Contract and reject such third party offer.

7. Seller's Work. Seller has completed the following work on the Property as of the Effective Date: (a) installation of a basement dehumidifier; (b) installation of cable-ready wires throughout the Property; (c) installation of two secure and lockable basement storage areas; (d) installation of a lock on the bathroom door leading to the basement; (e) broom cleaning; (f) windows cleaned inside and out; (g) installation of entry lighting; and (h) replacement of basement drain trap and confirmation that there are no remaining apparent obstacles to basement drainage.

8. Closing. The payment of the Purchase Price and the transfer of the other documents provided for in this Contract (the "Closing") shall take place at a site in Hamilton County, Ohio, mutually agreed upon by the parties. The parties agree to use Commonwealth Land Title Insurance Company ("Title Company") as closing agent for the Closing, and Buyer agrees to use the Title Company for its title examinations and title insurance policy, which Buyer expressly elects to obtain. Closing shall occur within ten (10) days the expiration or earlier waiver of the contingencies set forth in Section 5(a) and Section 6 of this Contract (such date being defined herein as the "Closing Date"). Seller shall pay for all state and/or county transfer taxes required to be paid upon conveyance. Seller shall pay the cost of deed preparation, but the cost of recording the deed and mortgage, if any, shall be paid by Buyer. At Closing, Buyer shall be responsible for payment of the initial contribution to the working capital funds, as set forth in Section XV(4)(a)(1)(iv) of the Condominium Declaration, which amount is estimated to be \$759.92. Each party shall be responsible for its own attorney's fees. The cash at Closing shall be adjusted for all closing costs and prorations. Buyer and Seller shall comply with the following procedures relating to the Closing:

(a) Seller shall execute, acknowledge and deliver to Buyer a limited warranty deed conveying the Property to Buyer, subject to the exceptions referred to in Section 3 above.

(b) If Buyer is not a natural person, Buyer shall deliver to Seller a resolution of Buyer's governing body authorizing the execution and delivery by Buyer of this Contract and authorizing the purchase by Buyer of the Property.

(c) Seller and Buyer shall each execute and deliver to the other a settlement statement prepared by Buyer's title company, in form mutually acceptable to Seller and Buyer.

(d) Buyer shall deliver to Seller by official bank check payable to Seller, or by wire transfer of immediately available United States funds, the amount of the Purchase Price, plus or minus any credits due Buyer (or Seller) and any other adjustments to the Purchase Price as provided in this Contract.

9. Possession. Possession of the Property shall be delivered to Buyer at Closing.

10. Condemnation. In the event that condemnation proceedings are commenced against all or any part of the Property after the Effective Date and prior to Closing, then, at Buyer's option: (a) the parties shall proceed to Closing, in which event the Purchase Price (i) shall be reduced by the amount of the condemnation award or the sales price (in the event of a conveyance in lieu of condemnation), if such amounts are paid to Seller prior to Closing, or (ii) shall remain unchanged and Buyer shall receive such award in the event such amounts are not paid prior to Closing; or (b) Buyer may terminate this Contract by written notice to Seller in which case the Earnest Money shall be returned immediately to Buyer and thereafter, neither Buyer nor Seller shall have any further obligations hereunder or liability to the other except for those obligations which expressly survive termination of this Contract. If Buyer elects to so terminate this Contract by written notice to Seller, Buyer must do so by written notice to Seller received within seven (7) days after the date that Buyer receives notice of the condemnation proceeding. If Seller fails to receive written notice of termination from Buyer within such period, then Buyer shall be deemed to have elected to proceed to Closing.

11. Limited Warranty. As part of the Due Diligence Documents delivered pursuant to Section 29 below, Seller shall provide Buyer with a copy of the agreement by Seller's general contractor, Unlimited Carpentry, LLC ("General Contractor") regarding certain limited warranties pertaining to the Property and a written assignment of such warranties of the General Contractor from the Seller to the Buyer, including a consent by the General Contractor to such assignment. In the event Buyer must call on such warranty, Buyer agrees to communicate directly with the General Contractor to make any claim or seek any repair according to the limited warranty. Seller agrees to reasonably cooperate with Buyer to effectuate any necessary repairs pursuant to the limited warranty.

12. Representations and Warranties of Seller. Seller hereby covenants, represents and warrants to Buyer to its actual knowledge, which representations and warranties shall survive for six (6) months after Closing, that as of the date hereof, and on the date of Closing as to the Property:

(a) Seller has the right, power and authority to enter into this Contract and to sell the Property in accordance with the terms hereof. Seller has the right, power and authority to enter into all of the Contracts, assignments and other documents contemplated by this Contract. The individuals signing this Contract and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

(b) Seller has not received any notice of, and has no knowledge of, existing violations on the Property or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance, except as may be disclosed to Buyer.

(c) There are no leases, contracts, rights of first refusal, rights of first offer, options or other instruments or contracts or other rights of third parties in effect with respect to the Property to which Seller is a party.

(d) Seller has no knowledge of any persons or entities claiming a right to possession of the Property.

(e) Seller has good and marketable fee simple title to the Property, free and clear of any and all liens and other encumbrances other than any exceptions disclosed of record; and there are no assessments presently outstanding or unpaid for local improvements or otherwise which has or may become a lien against the Property. Further, Seller knows of no public improvements which have been ordered to be made and/or which have not heretofore been completed, assessed and paid for.

(f) The execution and delivery of, and the performance of all obligations under this Contract by Seller do not and will not require any consent or approval of any person or entity, and do not and will not result in a breach of any contract or instrument to which Seller is a party.

(g) There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Property.

(h) Seller represents and warrants that to the best of Seller's knowledge, information and belief, the Property and Seller: (i) not in violation of any actual requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws"); (ii) are not the subject of and have not at any time in the past, been the subject of any "Superfund" evaluation or investigation; and (iii) are not the subject of any federal or state investigation or administrative proceeding evaluating whether any remedial action is necessary to respond to a release of any Hazardous Substance (as defined below). As used herein, the term "Hazardous Substance" means any toxic or hazardous waste, pollutants or substances, including, but without limitation, asbestos, PCB's, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or similarly identified pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et. seq.*, and any other hazardous or toxic substances or pollutants regulated under other applicable Environmental Laws.

(i) In the event any claim is made by any party for the payment of any amount due for the furnishing of labor and/or materials to the Property or the Seller prior to Closing, or in the event any lien is filed against the Property subsequent to Closing as a result of the furnishing of such materials and/or labor at the request of or on behalf of Seller prior to Closing, Seller shall immediately pay said claim and/or discharge said lien; provided, however, in the event Seller desires to challenge or contest any such claim, Seller may first bond over or place into escrow the amount necessary to pay such claim.

(j) The Property is insured under a currently effective policy of comprehensive liability insurance which will be kept in full force and effect until the Closing.

(k) Neither the Seller, nor any principals or partners or members of Seller, is a "Foreign Person" within the meaning of the Internal Revenue Code Section 1445(f)(3).

(l) Between the date hereof and the Closing, Seller shall not commit any action that constitutes waste of the Property.

If prior to the Closing, Buyer shall discover that any of Seller's representations and warranties are incorrect, Buyer, at its option, shall have the right to terminate this Contract by giving written notice to Seller with no liability on its part and recover from Seller the Earnest Money.

13. Disclaimer. EXCEPT FOR ANY EXPRESS REPRESENTATIONS AND/OR WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT, INCLUDING BUT NOT LIMITED TO SECTION 11, BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, SQUARE FOOTAGE OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS AFTER THE CLOSING DATE (G) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE, (H) WHETHER THE PROPERTY IS LOCATED WHOLLY OR PARTIALLY IN A FLOOD HAZARD AREA OR ANY SIMILAR AREA, (I) THE AVAILABILITY OF PUBLIC UTILITIES AND SERVICES FOR THE PROPERTY, OR (J) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY; AND BUYER HEREBY WAIVES ANY RIGHT TO MAKE ANY CLAIM BASED ON ANY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO MAKE ANY CLAIM AGAINST SELLER BASED ON THE VIOLATION OF ANY ENVIRONMENTAL LAWS. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF OF BUYER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY WHICH ARISE AFTER THE CLOSING DATE. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT

INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. BUYER HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE BUYER TO EVALUATE THE MERIT AND RISKS OF THE TRANSACTION CONTEMPLATED HEREBY. BUYER IS NOT IN A DISPARATE BARGAINING POSITION VIS-A-VIS SELLER, AND BUYER HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS, BENEFITS AND REMEDIES UNDER THE DECEPTIVE TRADE PRACTICES ACT OR OTHER CONSUMER PROTECTION LAWS WITH RESPECT TO ANY MATTERS PERTAINING TO THIS CONTRACT AND THE TRANSACTION CONTEMPLATED HEREBY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION HEREOF.

14. Fire or Casualty. If, prior to the Closing, the Property is materially damaged or destroyed by fire or other casualty, Buyer, as its sole remedy, shall either (a) proceed to Closing in accordance with the terms and conditions of this Contract, in which case Buyer shall be entitled to all insurance awards resulting therefrom and Seller shall have no repair, restoration or other obligation in connection with such casualty, or (b) cancel this Contract, in which event the parties shall be released from all liability hereunder and the Earnest Money shall be returned immediately to Buyer. If Buyer elects to cancel this Contract, Buyer shall so notify Seller in writing within seven (7) days after such fire or other casualty. Failure by Buyer to so notify Seller shall constitute an election to proceed to Closing.

15. Broker. Seller represents and warrants that it has not employed the services of a real estate broker in connection with this transaction, except for George Verkamp with Sibcy Cline ("Seller's Agent"). Buyer represents and warrants that it has not employed the services of a real estate broker in connection with this transaction, except for Cindy Metz with NAI Bergman ("Buyer's Agent"). Buyer agrees to indemnify and save and hold Seller harmless from and against any claims by any other broker, finder, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Buyer with regard to this transaction; provided, however, Seller agrees to pay, upon a successful consummation of the Closing, a real estate broker's commission to Seller's Agent and Buyer's Agent, pursuant to a separate Agreement. The provisions of the Section 14 shall survive Closing or termination of this Contract.

16. Notice. Any notice, demand or request required or permitted to be given under the provisions of this Contract shall be in writing, including by facsimile or email, and shall be deemed to have been duly delivered and received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, or when dispatched by facsimile transmission or by email (provided a copy is also delivered by one of the other permitted methods of delivery described in this paragraph) and shall be addressed to the following addresses, or to such other address as any party may request, in the case of Seller, by notifying Buyer, and in the case of Buyer, by notifying Seller:

---

Seller: Rhine Development Corporation, LLC  
1104 Fuller Street  
Cincinnati, Ohio 45202  
(513)226-3324  
lisa@rhinedevelopment.com

Copy to: Lisa Diedrichs  
Graydon Head & Ritchey, LLP  
1900 Fifth Third Center  
511 Walnut Street  
Cincinnati, Ohio 45202  
(513)629-2765  
Ldiedrichs@graydon.com

Buyer: Eagle Rock Republic, LLC  
Attn: Scott Gabriel  
4141 Eagle Rock Court  
Grandville, Michigan 49418  
sgabriel@gabrielgrp.com

Copy to: Jason S. Schnelker  
Schnelker, Rassi & McConnell, PLC  
44 Grandville Ave. SW, Suite 200  
Grand Rapids, Michigan 49503  
jason.schnelker@srmlawyers.com

Any notice hereunder sent by counsel for either party to the other party hereunder shall be deemed transmitted by the client of the transmitting counsel.

17. Successors and Assigns. Buyer shall not assign or otherwise transfer its rights under this Contract without Seller's prior written consent. Any attempted assignment or transfer in violation of this provision shall be null and void *ab initio*. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

18. Governing Law. This Contract shall be governed by, and construed in accordance with, the law of the State of Ohio.

19. Entire Contract. This Contract contains the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

20. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Contract.

21. Severability. The invalidity or unenforceability of any provision of this Contract shall not affect or impair the validity of any other provision or term.

22. Modifications. This Contract may not be modified, changed, supplemented, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

23. Execution. The submission of this Contract for examination does not constitute an offer to purchase and this Contract shall become effective only upon the execution and delivery hereof by the parties hereto.

24. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties may require.

25. Counterparts. This Contract may be executed in counterparts, including faxed or emailed (.PDF) counterparts, each of which shall be deemed an original.

26. Attorneys' Fees. In the event that either party shall bring an action or legal proceeding for an alleged breach of any provision of this Contract or any representation, warranty, covenant or Agreement herein set forth, or to enforce, protect, determine or establish any term, covenant or provision of this Contract or the rights hereunder of either party, the prevailing party shall be entitled to recover from the nonprevailing party, as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs, expert witness fees and court costs as may be fixed by the court or jury.

27. Dates. As used herein, the phrase "business days" shall be deemed to mean all days other than Saturdays, Sundays and legal holidays in the state in which the Property is located and those days on which banking institutions in such state are authorized by law to close for business. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Contract, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-business day, the period in question shall end on the next succeeding business day.

28. Recording. This Contract shall not be recorded by either party.

29. Time. Time is agreed by the parties to be of the essence of this Contract.

30. Due Diligence Documents. Within ten (10) days of the Effective Date of this Contract, Seller shall deliver to Buyer copies of (a) Guaranteed Parking Space Agreement by and between the Cincinnati Center City Development Corporation and Bremen Station Condominium Association regarding availability of certain parking spaces for purchase, (b) zoning variance from the City of Cincinnati regarding commercial use of the Property, (c) copy of the terms of the limited warranty from the General Contractor, (d) Condominium Declaration, (e) property management Agreement by and between Towne Properties Asset Management Company Ltd. and Bremen Station Condominium Association, (f) Phase I Environmental Site Assessment from Westech Environmental Solutions dated March 17, 2015, and (g) a list of the rules and regulations promulgated by the Association, if any, as of the date of Seller's execution hereof (collectively, the "Due Diligence Documents"). Buyer acknowledges that the Due Diligence Documents and any other materials, data, or information provided by Seller to Buyer in connection with this Contract (collectively, "Due Diligence Materials"), are delivered to Buyer for convenience purposes only and Seller makes no representations or warranties of any kind, express or implied, with respect to the Due Diligence Materials. Buyer shall rely on the Due Diligence Materials at its own risk. If this Contract is terminated for any reason, then Buyer shall promptly deliver to Seller all Due Diligence Materials and Buyer shall have no further interest in the Due Diligence Materials. Buyer expressly releases (i) Seller, (ii) Seller's agents, affiliates, employees, advisors, and attorneys, and (iii) any other person or entity preparing any Due Diligence Materials (collectively, the "Seller Parties") from and waives any and all claims against the Seller Parties related to the Due Diligence Materials whether such liability is imposed by statute, regulation, or ordinance or derived from common law. The obligations of Buyer under this section shall survive the Closing or earlier termination of this Contract.

---

31. Effective Date. This Contract shall be binding and enforceable on Buyer and Seller only if each party delivers an executed copy of this Contract to the other by 5 PM EST, September 12, 2016. The date of the later of their signatures shall be the "Effective Date".

12

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Real Estate Sale Contract on the date(s) set forth below, but to be effective as of the Effective Date.

SELLER:

Rhine Development Corporation, LLC

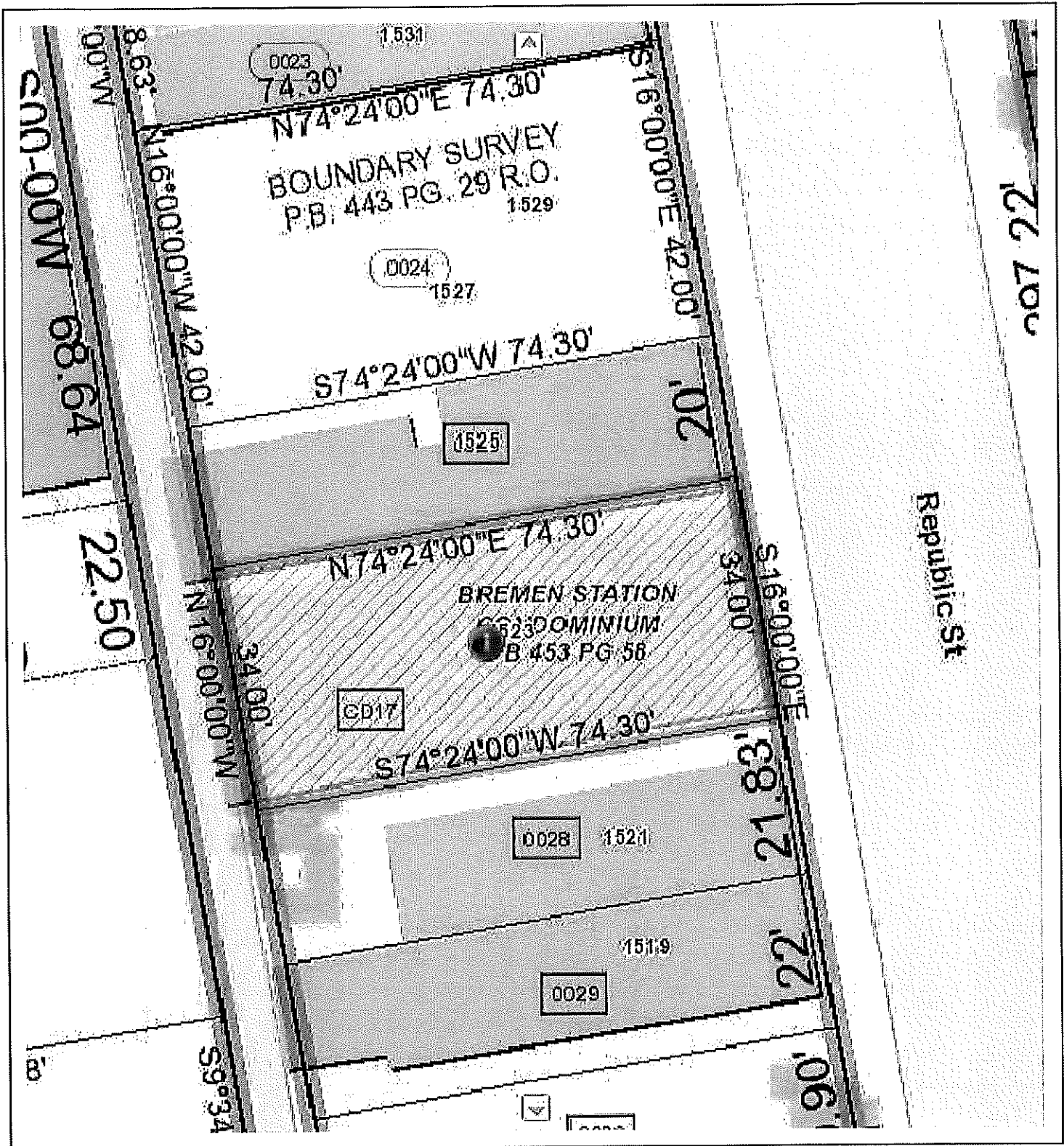
By: Lisa C. Diedrichs  
Name: Lisa C. Diedrichs  
Title: Member/Manager FTX, LLC  
Date: 9/12/16

BUYER:

Eagle Rock Republic, LLC

By: [Signature]  
Name: Scott Gabriel  
Title: Manager  
Date: 9-12-16

6611211.3



CAGIS Online Map



Hamilton County Ohio

Printed: Sep 15, 2017 ©CAGIS



JOSEPH HOUSE 1526

JH

Republics

# NEW WALL MOUNTED SIGN

## GABRIEL GROUP

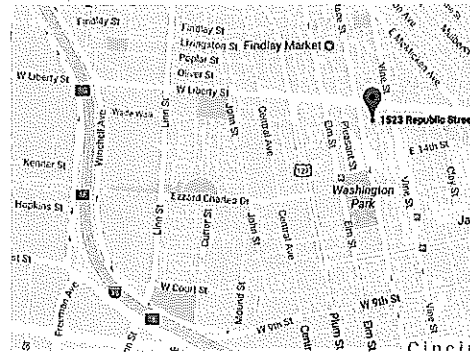
NEW SIGN - GABRIEL GROUP  
1523 REPUBLIC ST.,  
CINCINNATI, OH 45202

### ARCHITECT

**MCGILL SMITH PUNSHON, INC.**  
3700 PARK 42 DRIVE - SUITE 190 B  
CINCINNATI, OHIO 45241  
PHONE: (513) 759-0004  
FAX: (513) 563-7099  
mcgillsmithpunshon.com

### OWNER

**GABRIEL GROUP**  
1523 REPUBLIC ST.  
CINCINNATI, OH 45202  
PHONE: (616) 583-9720



**VICINITY MAP**  
SCALE: N.T.S. NORTH

### DRAWING INDEX

G000 WALL SIGN

### ZONING CODE

CITY OF CINCINNATI ZONING CODE 2017

### BUILDING CODE

INTERNATIONAL BUILDING CODE 2009

WALL SIGNS (SECTION HI 11)

PROJECTING SIGNS (SECTION HI 12)



McGill Smith Punshon, Inc.  
3700 Park 42 Drive Suite 190B  
Cincinnati, Ohio 45241-2097  
Tel. 513-759-0004 • Fax. 513-563-7099

Engineers - Architects - Surveyors  
Planners - Landscape Architects

Drawn by: SPS  
Project Mgr.: JCR

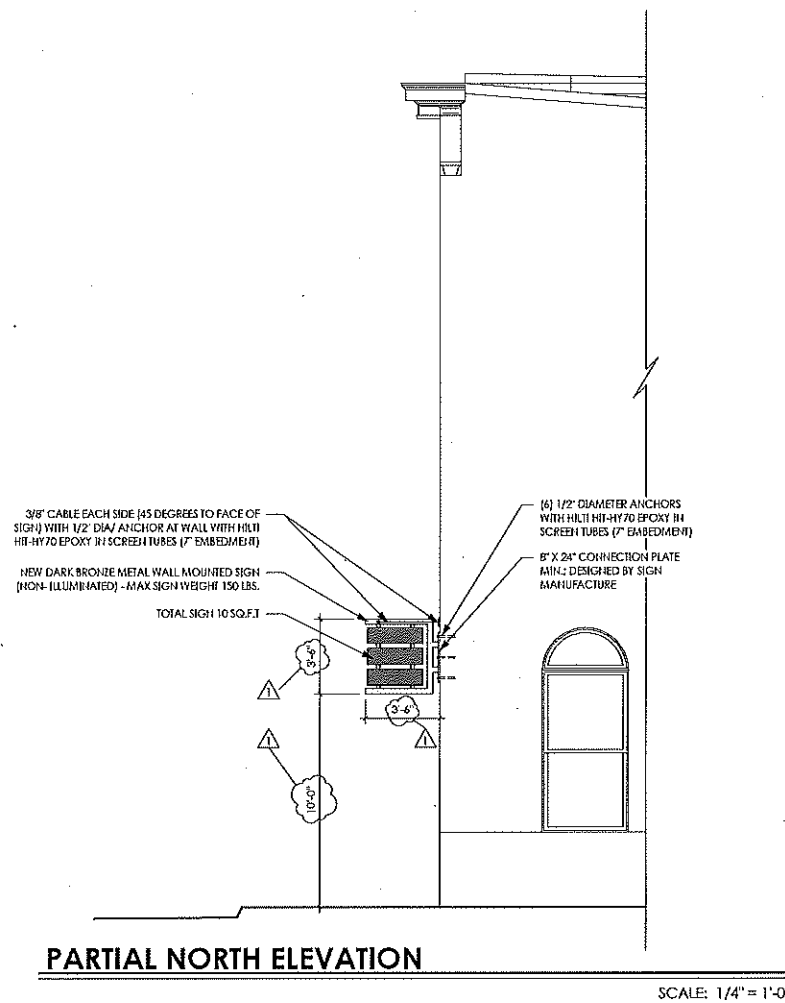
Issue / Revision	Revision Number	Date
SIGN PERMIT		9/7/2017
REVISION	1	9/8/2017



*John Craig Rambo 12/21/17*

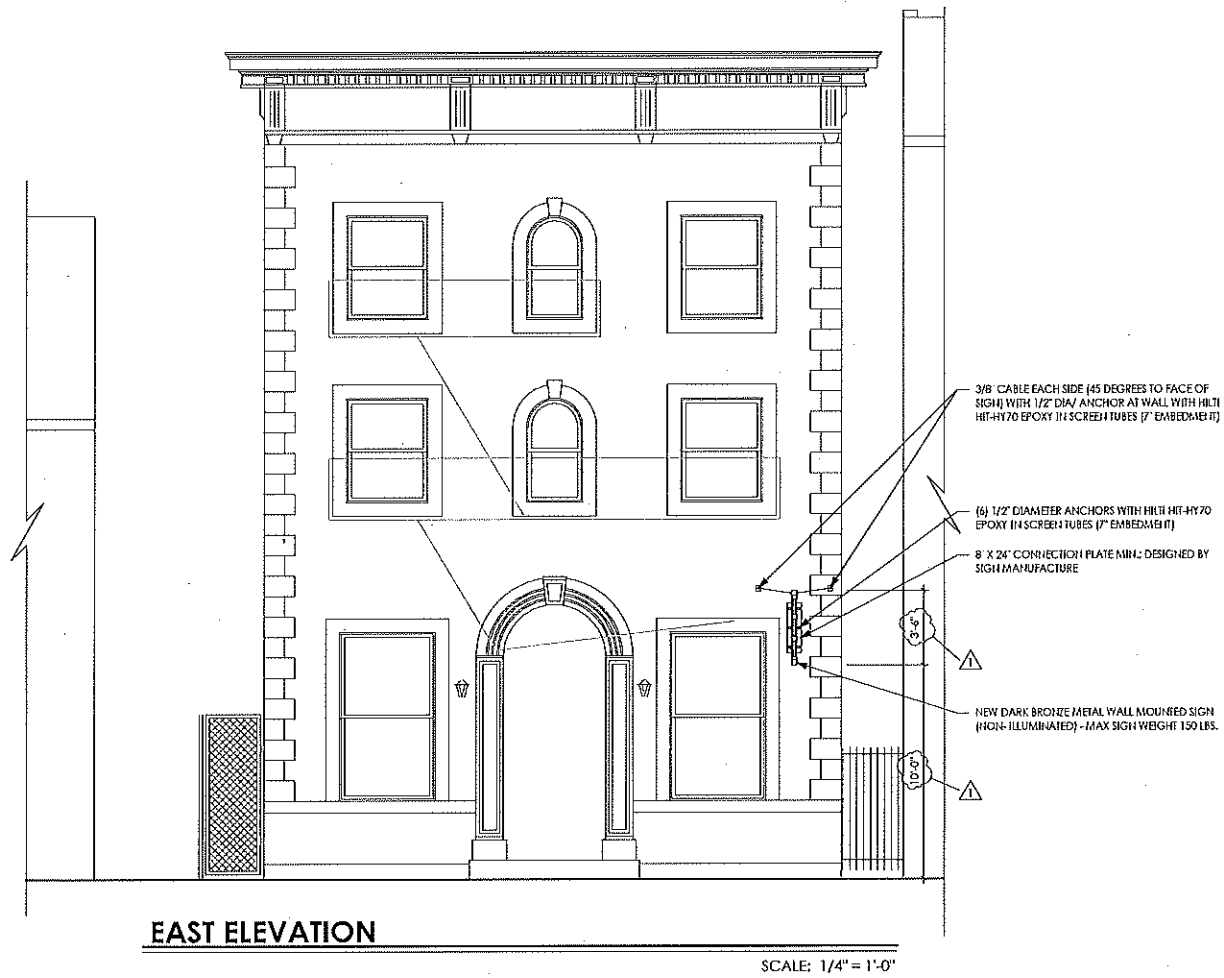
© COPYRIGHT 2016, MCGILL SMITH PUNSHON, INC.

**NEW SIGN - GABRIEL GROUP**  
1523 REPUBLIC ST.,  
CINCINNATI, OH 45202



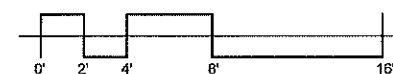
**PARTIAL NORTH ELEVATION**

SCALE: 1/4" = 1'-0"



**EAST ELEVATION**

SCALE: 1/4" = 1'-0"



This drawing is/ these drawings are the sole and exclusive property of McGill Smith Punshon, Inc. This drawing/ these drawings may not be copied, reproduced, disclosed or distributed to any other person, or used in any manner without the prior written permission of McGill Smith Punshon, Inc. Any unauthorized use of this drawing/ these drawings is a violation of the United States Copyright Act which shall subject the user to penalties thereunder.

Sheet Title: **WALL SIGN**  
Project No.: 001  
Scale: As indicated  
Sheet No.: **G000**

---

---

## APPLICATION FOR ZONING RELIEF AND CERTIFICATE OF APPROPRIATENESS HISTORIC CONSERVATION BOARD PUBLIC HEARING STAFF REPORT

---

APPLICATION #: ZH2017203/COA2017080  
APPLICANT: Kent Bradley Roush Architects LLC  
OWNER: Chandra Brown- Tutt and Demetria Tutt  
ADDRESS: **120 Mulberry Street**  
PARCELS: 094-0005-0043  
ZONING: RM-X  
OVERLAYS: Over the Rhine Historic District and Hillside District  
COMMUNITY: Over the Rhine  
REPORT DATE: December 28, 2017  
HEARING DATE: Prehearing December 20, 2017  
STAFF REVIEW: Beth Johnson, Urban Conservator

---

---

### **Nature of Request:**

The applicant is requesting a Certificate of Appropriateness for the construction of new single family home on Mulberry Street on a currently vacant lot.

### **Details of Zoning Relief Required:**

1. 1433-17 (a) Determination of Maximum Building Envelope. Based on averaging the required side setback is 4.66 ft. and the proposed setback 1.29 ft. **This requires a 3.37 ft. variance.**
2. 1433-17 (a) Determination of Maximum Building Envelope. Based on averaging the required front setback is 10.09 ft. and the proposed setback is .5ft. **This requires a 9.59 ft. variance.**
3. 1405-07: Development Regulations. A 2500 sf site is required. The site is 2000 sf. **A dimensional variance of 500 sf is required.**
4. 1405-07: Development Regulations. A 25 foot property width is required. The site is 20 feet wide; **a 5 foot variance is required.**

### **Existing Conditions:**

120 Mulberry Street is a vacant parcel with an existing historic building on the lot to the east and another vacant lot to the west. The size and the width of the lot are pre-existing conditions



Figure 1: Map of 120 Mulberry Street. Map provided by Cagis Maps

**Proposed Conditions:**

The proposal at 120 Mulberry Street

1. Construct a single family home
2. The house will be clad in brick and will have aluminum clad wood windows.
3. It will be almost the full width of the lot at the front with an entrance tower at the south edge of the property that only goes up two stories.
4. It will have a garage door at the base and a porch above the garage door.
5. It will have a roof deck behind the cornice.

**Previous Review:** NA

**Applicable Zoning Code Sections:**

Zoning District:	Section 1405	Residential
Variance Requests:	Section 1405	Development Standards
	Section 1433	Hillside District
Variance Authority:	<a href="#">Section 1445-07</a>	
HCB authority:	<a href="#">Section 1435-05-4</a>	
Variance Standard:	<a href="#">Section 1445-13</a>	General Standards: Public Interest
	<a href="#">Section 1445-15</a>	Standards for Variances
Overlays:	<a href="#">Section 1435</a>	Historic Preservation
Historic District/Reg:		Over the Rhine Historic District
COA Standard:	<a href="#">Section 1435-09-2</a>	COA; Standard of Review

**Zoning Analysis:**

The owner is proposing setbacks and height as outlined in the chart below. The chart also outlines the averaging calculations and relevant variances needed for setbacks and height.

	<b>118 Mulberry (vacant lot)</b>	<b>122 Mulberry</b>	<b>Average</b>	<b>Proposed</b>	<b>Variance Needed</b>
<b>Left</b>	0' min. base	0.00'	-	.5'	n/a
<b>Right</b>	5' - left base	4.31'	-	.79'	n/a
<b>Side Totalt</b>	5'	4.31	4.66	1.39'	3.37'
<b>Front</b>	20' base	.17'	10.09	.5'	9.59'
<b>Rear</b>	20' base	32.73'	26.37	40.50'	n/a
<b>Front Height</b>	Base 35'	34'	34.5	35'	n/a
<b>Rear Height</b>	Base 35'	20'	27.5	35'	n/a

Below is analysis of the consideration factors for all of the requested zoning actions, utilizing Section 1445-13, General Standards; Public Interest. Staff is supportive of the requests for variances.

- The setback requests are for setbacks that are similar to neighboring properties and other properties in the vicinity as well as help the proposal meet the Historic District Standards. The applicants have adjusted their original design significantly to reflect staff’s consultation for setbacks that are more similar to others within the vicinity.
  - The lot is a pre-existing lot of record and is a pre-existing condition.
- a. **Zoning.** The proposed work conforms to the underlying zone district regulations and is in harmony with the general purposes and intent of the Cincinnati Zoning Code.
- The underlying zoning is RM X. The proposed use of the subject property does conform to the permitted uses within the zone. The side and front setbacks, and lot size do not conform. The lot size is a pre-existing condition and the side and front setbacks are based on contextual design.*
- b. **Guidelines.** The proposed work conforms to any guidelines adopted or approved by Council for the district in which the proposed work is located.
- The proposed work does substantially conform to the guidelines for the Over-the-Rhine Conservation District. (Refer to Certificate of Appropriateness review below)*

- c. **Plans.** The proposed work conforms to a comprehensive plan, any applicable urban design or other plan officially adopted by Council, and any applicable community plan approved by the City Planning Commission.  
*This project conforms to the Over the Rhine Comprehensive Plan through creating increased home ownership opportunities as well as providing for parking for the development. .*  
*The Comprehensive Plan also calls for developments within Historic Districts to support the historic conservation efforts and as in staff's review the new infill is contextually sensitive and does not detract from the district.*
- d. **Traffic.** Streets or other means of access to the proposed development are suitable and adequate to carry anticipated traffic and will not overload the adjacent streets and the internal circulation system is properly designed.  
*Traffic will be impacted as it will be creating a use on currently vacant parcels but the project is providing off street parking and will not increase the on street parking demand. They are providing a tandem parking garage that will allow for 2 cars to be parked while only taking up one space with the proposed curb cut.*
- e. **Buffering.** Appropriate buffering is provided to protect adjacent uses or properties from light, noise and visual impacts.  
*This is not applicable.*
- f. **Landscaping.** Landscaping meets the requirements of Chapter 1423, Landscaping and Buffer Yards.  
*This is not applicable.*
- g. **Hours of Operation.** Operating hours are compatible with adjacent land uses.  
*This is not applicable.*
- h. **Neighborhood Compatibility.** The proposed work is compatible with the predominant or prevailing land use, building and structure patterns of the neighborhood surrounding the proposed development and will not have a material net cumulative adverse impact on the neighborhood.  
*The proposed use of a single family townhouse development is an appropriate use within a residential area of the neighborhood.*
- i. **Proposed Zoning Amendments.** The proposed work is consistent with any proposed amendment to the zoning code then under consideration by the City Planning Commission or Council.  
*There are no proposed amendments under consideration that would impact this proposed project.*
- j. **Adverse Effects.** Any adverse effect on the access to the property by fire, police, or other public services; access to light and air from adjoining properties; traffic conditions; or the development, usefulness or value of neighboring land and buildings.  
*There is no anticipated adverse effect*
- k. **Blight.** The elimination or avoidance of blight.

*This will provide a new use to a currently vacant and unimproved lot.*

- l. **Economic Benefits.** The promotion of the Cincinnati economy.  
*The proposed work will increase the property value of the subject parcels.*
- m. **Job Creation.** The creation of jobs both permanently and during construction.  
*The proposed project will create temporary jobs during construction and will provide permanent jobs at the restaurant on the first floor and with the property management of the apartments.*
- n. **Tax Valuation.** Any increase in the real property tax duplicate.  
*Property taxes will increase due to the improved value of the significantly larger structure on the property.*
- o. **Private Benefits.** The economic and other private benefits to the owner or applicant.  
*The owner has an economic benefit to the proposed project.*
- p. **Public Benefits.** The public peace, health, safety or general welfare.
  - *There is no anticipated detriment to the public peace health, safety or general welfare of the public or neighbors.*

#### **Standards for Variances per Section 1435-05-4**

- (a) Is necessary and appropriate in the interest of historic conservation so as not to adversely affect the historic architectural or aesthetic integrity of the Historic District of Historic Asset; or

*The proposed work is compatible with the historic district and will provide an example of development that is contemporary in style while compatible with the historic district is scale, massing, and materials. The applicants and architect have adjusted the design of the building including setbacks for both the front and side in order to make the building more compatible with the street. These have created a situation where variances are necessary to make the building substantially conform to the Over-the-Rhine Historic Conservation Guidelines.*

- (b) Is necessary where the denial thereof would result in a deprivation of all economically viable uses of the property as viewed in its entirety. In making such a determination, the Historic Conservation Board may consider the factors set forth in Section 1435-09-2 (aa) to (ff).

*The denial will not result in the deprivation of all economically viable uses.*

#### **Certificate of Appropriateness Review**

Staff is supportive of the design and feels that the design substantially conforms to the Historic Conservation District Guidelines. The applicant has worked with staff since their initial submittal in adjusting the design and setback to conform to the Historic Conservation Guidelines this includes changes to setbacks, building width, widow width, and cladding, roof deck railing and adding a front porch to make the garage less visible. Staff is pleased with the progress in the design and the willingness of the applicants to change the building design to conform to the Historic Conservation Guidelines.



## **NEW CONSTRUCTION**

### **Staff comments on the Specific Guidelines for New Construction:**

#### **A. Intent and General Guidelines**

1. New construction is allowed on vacant sites in Over-the-Rhine, because gaps due to demolition weaken the streetscape and the overall character of the district. New construction can improve both the physical quality and economic vitality of the neighborhood.

*The lot is currently vacant and an unimproved lot.*

2. New construction should be well-designed but should not replicate the existing buildings. The exceptional quality of the existing buildings in the district provides an outstanding framework for new construction.

*This infill development does not replicate the existing buildings, but uses materials, massing and rhythm to influence the design choices.*

3. The Historic Conservation Board's review of new construction will focus on the design compatibility with the surrounding contributing structures. The appropriateness of design solutions will be based on balancing the programmatic needs of the applicant with how well the design relates to the neighboring buildings and to the intent of these guidelines. New design proposals should pay particular attention to composition, materials, openings, rhythm, scale, proportion and height.

*Staff details the compatibility of the project with the guidelines and surrounding buildings below in the specific guidelines.*

4. The new construction guidelines for this district will be used to judge the compatibility of new work. The specific site and programmatic needs of each project will be taken into consideration.

*Staff details the compatibility of the project with the guidelines and surrounding buildings below in the specific guidelines*

#### **B. Specific Guidelines**

1. **Composition:** New buildings should respond to the traditional subdivisions found on historic property: a base, a middle and a top. Most buildings in Over-the-Rhine are built of brick with the principal facade parallel to the street it faces. The most important features of buildings in Over-the-Rhine are the arrangement of openings on the principal facade and an overall vertical emphasis of the whole design. Each building provides its own variations, but collectively they share many basic features.

**Base:** New buildings should have a well-defined base. Within the district most buildings have a base that is distinguishable from the rest of the building. This is accomplished through a change of materials, a change of scale, and/or a lintel or other type of horizontal banding. In larger buildings the original base may include more than the first floor.

*The building has a strong base using a garage door and a lintel to define the base. Also a porch at the first floor creating a very strong defining point between the middle and the bottom. This also helps to make the garage door recessed and less prominent. A similar treatment was done at neighboring infill buildings.*



Figure 2. 134-126 Mulberry Street. Picture provided from Google Street Views

*The base also incorporated a front door onto the property. While the entrance tower only goes up two stories, the importance of having a front facing entrance on the building and providing a width of the building similar to widths in the district was achieved with this element. The extra width and door also help to provide elements that make the garage door less prominent.*

**Middle:** Details on new buildings should relate to the detailing of adjacent or nearby buildings. Buildings in the district often incorporate architectural details such as changes in plane or changes in materials on their upper floors. Decorative, horizontal bands indicating the floor lines, sill heights or lintel heights should not overpower the vertical emphasis of the design.

*The middle is defined with brick cladding and on the front punched openings on both the second and third floors. The windows are aligned vertically to give the façade a vertical emphasis and one horizontal band connects both the top windows.*

**Top:** New construction must employ a strong element that terminates the uppermost part of the building. Distinctive elements in the architecture of Over-the-Rhine are elaborate projecting cornices, decorative parapets and the expressive use of materials.

*The top of the front façade is defined by a paneled cornice line. The cornice is symmetrical and has a proper dimension for the height of the façade. The cornice line provides the railing for the roof deck that is just back of the cornice. The building has a setback/recess at the roof level to provide for an outdoor roof deck.*

**2. Roofs:** Roofs for new construction should be similar to roofs of adjacent and nearby buildings of similar size and use. In the district, buildings of three or more stories generally have low-pitched shed roofs that are not visible above the principal facade. Smaller buildings in the district typically have simple gable roofs on which the gables are perpendicular to the principal facade. Institutional buildings in Over-the-Rhine have a variety of roof shapes, including dormers, multiple gables, hip roofs and towers. Roofs in this district have little or no overhang.

*The roofs are a shallow pitched side table roof. This roof form is common in the neighborhood. The main distinction is the inclusion of a roof deck at the front that breaks the angle of the roof at the front.*

*While visible from down Mulberry Street, it is not visible when directly across from the building and is also a simple recess so it doesn't overwhelm or take away the front façade of the building.*

**3. Window Openings:** Window openings are extremely important in this district. The openings of new buildings should be related to the size and placement of openings found on historic structures of similar use in the district. In residential buildings, window openings are typically found individually rather than in pairs or grouped. The openings are taller and wide (typically in a proportion of 2:1), window sash are set back from the wall surface, and openings have some form of definition, such as lintels, sills or decorative surrounds. Window openings, which are typically aligned vertically, usually occupy between 20% and 50% of the principal facade. In commercial, industrial and institutional buildings, windows are often grouped within a single opening. These building types may also use a combination of window sash, including double-hung, awning and hopper. If muntins are used in new window sash, they must provide true divided lights. Within the individual opening, window sash are usually divided into two or more lights. In all cases the glass must be clear; tinted or reflective glass is not acceptable. Also, roll down shutters and metal bar systems installed on the exterior of the building that cover door and window openings are not appropriate.

1. *The windows substantially conform to the guidelines above. The windows are taller than they are wide and provide divisions which prevent a glass wall feeling.*
2. *The windows are in punches openings with a transom feel.*

3. *The windows have lintels and sills. The lintels are flush; the sills have a slight protrusion.*
4. *While the windows are casement and grouped, the configuration and size does not make it appear to be a series of windows but rather one window with a strong divider.*

**5. Setback:** Setback is an important issue in a dense urban area such as Over-the-Rhine. The setback for new construction should be consistent with the buildings of similar use on adjacent and nearby sites. In Over-the-Rhine, most commercial buildings are built up to the property line. Some residential property, especially detached buildings, has shallow setbacks but retain an "edge" at the property line with a fence. Some larger institutional buildings such as schools, churches and public buildings are setback from the street to provide public space and to add to their monumentality. In most cases new construction on corner sites should be built up to the edge of both outside property lines.

*The setback along Mulberry is appropriate. They have recessed it 6" to accommodate for footers to be completely on the property. The main façade is setback 4 feet which corresponds to adjacent shallow yards and zero lot line setbacks.*

*While front porches are not a common feature in the majority of Over-the-Rhine, in the context of Mulberry Street, the inclusion of them on existing infill and as way to recess garage doors provides a nice compromise and solution to providing off-street parking, while making the buildings sensitive to the architecture of the neighborhood.*

**6. Rhythm:** New buildings should incorporate design features, such as window groupings, articulation of wall surfaces, and decorative elements such as columns or piers in an effort to maintain the rhythm that already exists in the district. New construction should avoid creating long unrelieved expanses of wall along the street by maintaining the rhythm of bays found on the district. Most buildings in Over-the-Rhine are relatively narrow, 25 to 50 feet in width. A building facade typically displays vertical subdivisions that establish a visual rhythm. In dense commercial areas such as Vine Street, there are no setbacks, creating a solid wall along the street. This wall is articulated by the individual buildings, which in turn are divided by window groupings, changes in wall planes and decorative elements such as pilasters, columns or piers.

*The lot is a smaller than average lot at only 20 feet. In order to provide a space for light as well as well as provide a lot to lot appearance, the design incorporated an entrance tower. This provides a street facing entrance, while allowing the access point into the main living area to be on the side so the house can take full advantage of the width of the main house. This provides a consistent rhythm to the existing context.*

*The house has a secondary rhythm on the house through the punched openings on the second and third floors as well as the strong pilasters on the edge.*

**7. Emphasis:** New residential and mixed-use construction should have a vertical emphasis, because in Over-the-Rhine buildings are taller than they are wide, window openings are tall and narrow, and storefronts have slender columns, which emphasize verticality. Commercial and industrial buildings, which may have an overall horizontal emphasis, often incorporate vertical elements, such as pilasters or vertically oriented openings.

*The building has many elements that help to create a strong vertical emphasis. The major elements include that the building is taller than it is wide and the vertical alignment of the windows. There are also more subtle details, such as the corner pilasters that are slightly proud of the rest of the façade to create a strong edge and vertical element. Even the entrance tower creates a strong vertical emphasis through being taller than wide and having a strong vertical element of class through the door and window.*

**8. Height:** The height of new construction should not vary more than one story from adjacent contributing buildings. Most buildings in Over-the-Rhine are between two- and five-stories.

*The height is appropriate to the site and the area. As the buildings are mostly three stories, the building is a similar height to the rest of the buildings along the street.*

**9. Materials:** New construction should use materials that are found on the historic buildings in Over-the-Rhine. Clearly the dominant material in Over-the-Rhine is brick, but other materials such as limestone, sandstone, cast-iron, slate, wood and sheet metal are important as well. Materials such as stucco, synthetic stucco and plastic are not appropriate and should not be considered as exposed finish materials for new construction in this district.

*The main building materials are modular gray brick, cast stone lintels and cast stone masonry in a varied pattern at the base. The windows are an aluminum clad wood windows and trim work and cornice work is in hardi-board. These materials are all appropriate.*

#### **Other Considerations:**

##### **Prehearing Results**

December 20, 2017- Neighbors and the applicant were present. There were no objections to the project.

**Comments Provided to Staff:** NA

#### **Recommendation:**

- I. **ZONING VARIANCES:** based on the application for Zoning Relief for single family home at 120 Mulberry Street per the drawings submitted by Kent Bradly Roush Architects LLC dated 12/27/2017.
  - A. Section 1433-17 (a) Determination of Maximum Building Envelope.  
**APPROVE** a side setback of 3.37 ft. variance.

- B. Section 1433-17 (a) Determination of Maximum Building Envelope. **APPROVE** a front setback of 9.59 ft. variance.
- C. Section 1405-07: Development Regulations. **APPROVE** a dimensional variance of 500 sf for the lot area.
- D. Section 1405-07: Development Regulations. **APPROVE** a dimensional variance of 5 ft. for the lot width.
- E. **FINDING:** The Board makes this determination that per Section 1435-05-4:
  - 1. Such relief from literal implication of the Zoning Code will be not materially detrimental to the public health, safety and welfare or injurious to property within the district or vicinity where property is located.
  - 2. Is necessary and appropriate in the interest of historic conservation so as not to adversely affect the historic architectural or aesthetic integrity of the Historic District.

II. **CERTIFICATE OF APPROPRIATENESS**

- A. **Approve** the application for Certificate of Appropriateness for a single family single family home at 120 Mulberry Street per the drawings submitted by Kent Bradly Roush Architects LLC dated 12/27/2017.6
  - 1. DOTE approves the curb cuts and access to the property.
  - 2. The building permits must be issued within two years of the decision date or the Certificate of Appropriateness shall expire.
- B. **FINDING:** The Board makes this determination per Section 1435-09-2
  - 1. That the property owner has demonstrated by credible evidence that the proposal substantially conforms to the applicable conservation guidelines.

RE:  
120 MULBERRY ST.



**CINCINNATI'S HISTORIC CONSERVATION OFFICE**  
**Certificate of Appropriateness- Documents Required for Review**

**Historic Conservation Board Review- Application Requirements** 3 complete hard copies and a digital copy provided on CD or emailed to [beth.johnson@cincinnati-oh.gov](mailto:beth.johnson@cincinnati-oh.gov)

- Adjudication Letter from Historic Conservation Office.
- COA Application form
- A letter/narrative statement of intent and how the project meets the applicable guidelines
- The Hamilton County Auditors record or other documentation showing property ownership
- A letter/email of permission from the owner if a tenant applicant
- Hard copies of supporting documents at the time of the application. Drawings format of 11x17 or 12x18 is preferred.
- A list of the applicants' witnesses and expert witnesses who you expect to testify at the hearing or legal counsel, if any
- 8 business days before the hearing date 10 hard copies and a new digital copy in pdf or jpeg (if changes occurred to the initial submission) for the final board packet. Drawings must be formatted and retain the proper scale in 11x17 or 12x18.

**Staff Review- Application Requirements**

- COA Application form
- The Hamilton County auditors record, a copy of your or other documentation showing ownership of the property
- A letter of permission to do alterations if a tenant applicant
- Any applicable drawings or materials

**Required for all New Construction, Major Alterations and Additions (including decks)**

Site plans, elevations and/or perspectives, drawn at a scale with detail to show the location of improvements on the site and the architectural design and exterior appearance of buildings and structures on the site. These drawings and submission must include the following information (unless waived by the Urban Conservator):

- An index of drawings located on the first sheet
- A scale (graphic required)
- North arrows and Elevations labeled with NSEW, front side and rear labels
- Context Map showing the building and context
- Existing and proposed site plan including, north arrow, street names, building footprints, parcel lines, and setback dimensions from all property lines labeled
- All properties and their structures immediately adjacent to the site must also be included in the site plan; a site section and/or site elevations, including any adjacent properties, may be required for new construction.
- Existing and proposed elevation drawings, floor plans, roof plans (with chimney locations)
- Existing and proposed principal and accessory buildings, including location, dimensions, and height labeled;
- Driveways, sidewalks, walkways, terraces, and other paved surfaces;
- Existing and proposed accessory structures, including walls, fences, porches, lighting, signs, and other site improvements;
- Existing and proposed landscape areas and materials, if proposed to be altered;

RE:  
120 MULBERRY ST.

- Proposed materials, textures, and colors. If the material is not a common material the applicant may be required to include samples of materials or color samples.
- Labeled photos of all sides of the building and a 1 block streetscape context in all directions
- Site line drawings for any roof additions and show drainage
- A color rendering, axonometric drawings and/or perspective of the proposed construction (required on infill projects)

**Required if applicable to the project- Consult with the Urban Conservator on what will be required for your project**

- Historic Sanborn Maps of the site
- Window brochures and cut sheet
- Roof product information (brochure)
- Garage door brochures
- Sample materials upon request
- Fence drawings of style, fence brochures or photo of a sample fence
- Signs; drawings, photo showing the sign on the building, mounting info, materials, colors and illumination
- Mature tree removal requires a letter from an arborist stating its poor health
- All written correspondence submitted by the applicant and other affected persons
- Tentative project schedule
- Number of residential units and /or square feet of commercial space

**Demolition (full or partial)**

- Demolition Case Sheet unless otherwise not required by the Urban Conservator

**Variance/Condition Use/Special Exemption**

- Zoning Relief Application
- Written statement explaining how your project meets the standards for all relief requested.
- All required documents listed in the Zoning Relief Application

**For additional questions contact Beth Johnson, Urban Conservator at 513-352-4848 or [urban.conservator@cincinnati-oh.gov](mailto:urban.conservator@cincinnati-oh.gov)**

*\* Note: The aforementioned information is general in nature. Additional information may be required by the Urban Conservator.*

RE: 120 MULBERRY ST.

**Section 8. ADDITIONAL DOCUMENTATION SUBMISSION REQUIREMENTS.**

Submit three copies and one digital copy of the following documentation. If you fail to complete the application or provide all information requested, your application may be denied.

<input checked="" type="checkbox"/>	Submit three copies and one digital copy of the documents listed below.
<input checked="" type="checkbox"/>	Denial letter from Zoning Department, or signed letter from a Zoning Plans Examiner.
<input checked="" type="checkbox"/>	Written statement required in Section 6 of application.
<input checked="" type="checkbox"/>	Applications requesting development permission in a Hillside Overlay District must meet the additional requirements found in Cincinnati Municipal Code 1433-15. Please ensure your application meets these requirements.
<input checked="" type="checkbox"/>	Survey plats, site plans, or other accurate drawings showing boundaries, dimensions, areas, topography, and frontage of the property involved, as well as the location and dimensions of all structures existing and proposed from the nearest property lines. When landscaping is required by the zoning code, a landscaping plan must also be provided.
<input checked="" type="checkbox"/>	Plans, architectural drawings, photographs, elevations, specifications, and other detailed information fully depicting the exterior appearance of the existing and proposed construction, including parking and access, exterior lighting, landscaping, and signs involved in the application.
<input checked="" type="checkbox"/>	If the Hamilton County Auditor's official records do not list the applicant or owner as the owner of the property, please provide a lease, contract to purchase, or other agreement demonstrating the applicant or owner's legal basis to seek the relief requested.
<input type="checkbox"/>	Other documents or information you intend to introduce at the hearing on this application.
<input type="checkbox"/>	A list of witnesses and expert witnesses who you expect to testify at the hearing on this application.
<input checked="" type="checkbox"/>	A non-refundable application fee. The fee must be paid with a check made payable to "City of Cincinnati." Fees are as follows: Use Variances - \$700; Residential Projects (RCO) One -, Two -, and Three- Family Dwelling - \$300; Non-residential Projects (Non-RCO) - \$400.

To help avoid delays, it is strongly suggested that you present your application to neighboring property owners and any interested neighborhood community groups prior to the hearing on your application. This will give you a prior opportunity to address your neighbors' concerns or objections and can facilitate the approval of your application.

**ADJUDICATION/DENIAL LETTER**

Date: 11/20/2017

Location: 120 Mulberry Street

Request: Infill Building

Zoning District: RM X- Over-the-Rhine Historic Conservation Overlay Zone; Hillside Overlay Zone

Applicant Name: DEMETRIA TUTT

The City of Cincinnati appreciates receiving your information regarding your proposed project. The purpose of this letter is to inform you that your proposed project will be required to get Zoning Variances and Certificate of Appropriateness for the infill single family home from the Historic Conservation Board as it is within a Historic Conservation Overlay Zone. Staff strongly suggests you review the Over-the-Rhine New Construction standards as staff has concerns with your design's compliance with the Design Guidelines. This can be found online at <https://www.cincinnati-oh.gov/buildings/historic-conservation/local-conservation-guidelines/over-the-rhine-historic-district/>. Please call and set up a meeting with staff to go over the issues with the design.

All documents under the Historic Conservation Board Review and Required for all New Construction, Major Alterations and Additions section that are checked are a required part of the submission and the submission will not be considered complete unless all of these documents are included. Please submit **only 3 copies** application and all documents that are required. You will be required to submit 10 copies of the packet closer to the date of the Historic Conservation Board meeting. When you submit the copies of the application, the Documents Required Sheet must be submitted as well. A ~~\$600.00~~ fee is required with the submission as well. The next deadline is November 27, 2017 <sup>606.09</sup> or the January 8 2017 Historic Conservation Board Meeting.


Your request also does not comply with the City of Cincinnati Zoning Code for the following reason(s):

1. 1433-17 (a) Determination of Maximum Building Envelope. The maximum building envelope for the infill building is based on the averaging of the building at 118 Mulberry Street and the base zone setbacks and height. The applicant needs to provide the setbacks and both front and rear elevation for 122 Mulberry Street to determine the maximum building envelope. Based on Preliminary measurements, a front side and rear yard variance will be required.
2. 1433-15: Application Requirements: Please provide a preliminary geotechnical evaluation, and average slope/grade of the property.
3. 1405-07: Development Regulations. A 2500 sf site is required. The site is 2000sf. A dimensional variance of 500sf is required.
4. 1405-07: Development Regulations. A 25 foot property width is required. The site is 20 feet wide, a 5 foot variance is required.

The 3 copies of the applications and documents required will be turned into the *Law Department- Office of Administrative Boards*. Their office is located on the 5<sup>th</sup> floor of 805 Central Avenue in the Permit Center. It is highly encouraged that you make an appointment for submission to guarantee that your submission will be accepted by the deadline. Appointments can be made with Kasandra Maynes at 513-352-1559.

You may also contact me at the information listed below with historic conservation or zoning questions, concerns or to make an appointment.

Sincerely,



Beth Johnson  
Urban Conservator  
(p): 513-352-4848  
(e): [beth.johnson@cincinnati-oh.gov](mailto:beth.johnson@cincinnati-oh.gov)



II Centennial Plaza  
 805 Central Avenue, Suite 500  
 Cincinnati, Ohio 45202  
 Monday- Friday 7:30 am—4 pm  
 (513) 352-4848  
 Urban.Conservator@Cincinnati-OH.gov

Office Use Only	
Application #:	<input type="text"/>
Date Accepted:	<input type="text"/>
<input type="checkbox"/> Staff Review	<input type="checkbox"/> Board Review
<input type="checkbox"/> Paid:	<input type="text"/>
Date Perfected:	<input type="text"/>
Hearing Date:	<input type="text"/>

## CERTIFICATE OF APPROPRIATENESS APPLICATION

### SUBJECT PROPERTY

Site Address: 120 Mulberry St.

Hamilton Co. Parcel ID No.:  Zoning District:

Historic District:  Overlay District:

Name:

Contact Person (if legal entity):

Address:

City:  State:  Zip Code:

Phone:  E-mail:

### PROPERTY OWNER INFO

Name:

Contact Person (if legal entity):

Address:

City:  State:  Zip Code:

Phone:  E-mail:

### CERTIFICATE OF APPROPRIATENESS

New Construction       Alteration       Demolition

Provide a very brief summary of the project:

**18'93" x 59'**

### ZONING RELIEF

Provide a very brief summary of the zoning relief requested:

**A WIDER FRONT YARD SETBACK, AND A 9.5' HIGH RIGHT SIDE YARD SETBACK**

### SUBMISSION REQUIREMENTS &

- Demolition requests must include all required demolition forms.
- All applications that include requests for zoning relief must include a zoning hearing application.
- All persons seeking historic tax credits must provide a copy of their approved part B tax credit application.

I certify that all statements and documents that I provide with reference to this application are accurate, complete, and true to the best of my knowledge and belief. I further acknowledge that my application shall be deemed incomplete for my failure to timely comply with any requirement of this application, which non-compliance may result in delays in the scheduling and resolution of my application.

Applicant Signature:

Date:

December 27, 2017

Ms. Shannon Lowe Roush, RA  
Kent Bradley Roush Architects, LLC  
4142 Airport Rd.  
3rd Floor, Suite 3  
Cincinnati, Ohio 45226

City of Cincinnati Historic Review Board  
Centennial Two Building  
805 Central Ave.  
Cincinnati, Ohio 45202

**RE: OTR Historic District Write-Up  
New Brown-Tutt Residence  
120 Mulberry St.  
Cincinnati, Ohio 45202**

I am writing, as the architect for the above referenced project and representing the property owners, Ms. Chandra Brown-Tutt and Ms. Demetria Tutt, to detail how the proposed structure works to comply with the Over-The-Rhine Historic District Conservation guidelines:

**Composition:**

The facade is divided into 3 parts as it rises vertically with a "Base" a "Middle, and a "Top". The brick "Base" terminates with a limestone band at the top, and while dominated by a garage door, also terminates with a mat black colored, 4 foot deep metal deck that shades and recesses this garage door opening from the main facade.

The "Middle" is defined by the punched door and window openings and is terminated at the "Top" with a layered wood trim and wood paneled parapet wall. (The parapet wall does not extend at the sides of the third floor deck in order to drain water. See further explanation under the "Materials" description of this writeup).

In addition, the "Top" consists of a stepped back upper floor area with layered trim freize. It should be noted as well that the entry door to the residence is on the front facade, visible from the street, another element which is consistent with buildings in the Over-The-Rhine Historic District.

**Roof:**

The roof structure has a low slope and extends front to back, a condition that is consistent with many of the structures in the neighborhood.

**Window Openings:**

The window and door openings with transoms are narrow and tall, to emphasize verticality, have brick sills and limestone headers, and appear as "punched" openings in the facade due to the amount/ ratio of brick wall between and at the sides of the openings.

**Setback:**

The front (deck) of the structure is to be setback only 6 inches from the property line at the street, 1 foot from the left side, and 9 inches from the right side property lines. Although these setbacks are in violation of the maximum building envelope average calculations for the Hillside Overlay District and require a zoning variance from the Historic District board, the setbacks are consistent with structures in the Over-The-Rhine Historic District where the fronts of the buildings are usually right on the front/ street property line and encompass most all of the width of the narrow lots.

OTR Historic District Guidelines Writeup  
New Brown-Tutt Residence, 120 Mulberry St.  
December 27, 2017  
Page 2 of 2

**Rhythm:**

The design incorporates the use of slightly projected brick pilasters at the corners which extend up the entire portion of the "Middle" of the facade to extenuate the verticality of the elevation. In addition, the facade is articulated with the window openings and the use of limestone banding so there are no large expanses of brick without articulation and shadow lines.

**Emphasis and Height:**

The residence is a 3-story, (4-stories at the front with the lower level Garage entry), 14.5 foot wide and 59 foot deep at the main body. The design is consistent with the other structures in the Over-The-Rhine Historic District in its emphasis on verticality in that it is tall and narrow with its height accentuated by projected brick pilasters at the corners of the front facade and tall and narrow windows and doors with transom which work to draw the eye upwards.

**Materials:**

The facades are clad in brick or thin brick veneer, darker grey in color. In addition, the front facade has limestone banding and layered wood and paneled parapet and freizes, in mat grey tones. These materials and their uses are consistent with the area in which the new house is located.

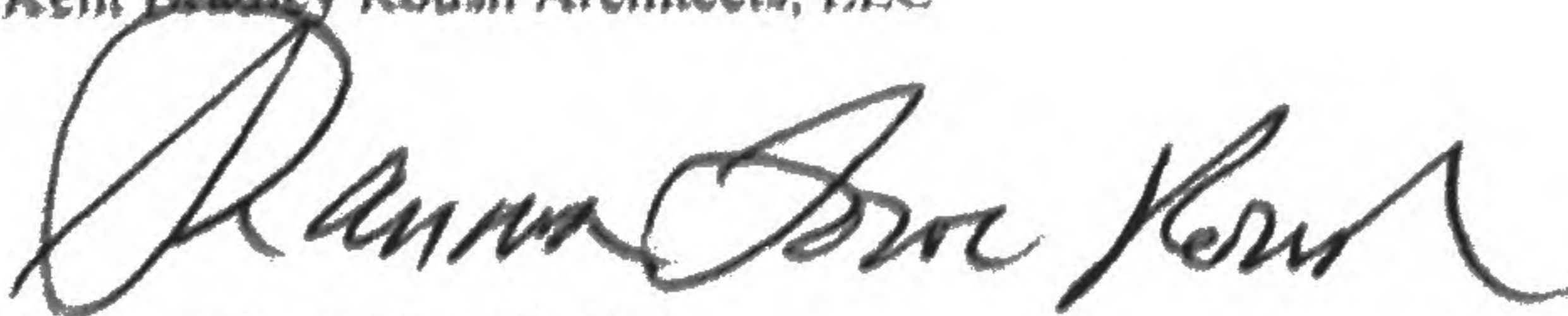
It should be noted that at the proposed use of the mat black clad metal cable railing system at the sides of the third floor deck is necessitated for water drainage from the deck. If the wood paneled parapet wall were to extend at the sides of this deck, water can more get trapped at this level, increasing the possibility of damage to the structure in the long term.

The windows and doors at the exterior are to be aluminium clad with a black or dark charcoal, mat finish. The same is true of the the metal cable railing system to be employed at the front deck and sides of the third level deck.

The roof is to be finished with fiberglass shingles, black or dark charcoal and uniform in color.

Thank you for your consideration.

Sincerely,  
Kent Bradley Roush Architects, LLC



Shannon Lowe Roush, RA

# ZONING HEARING EXAMINER

## Application for Zoning Relief

II Centennial Plaza  
805 Central Avenue, Suite 500  
Cincinnati, Ohio 45202  
Monday- Friday 7:30 am- 4 pm  
513-352-1559

**Section 1. SUBJECT PROPERTY**

ADDRESS 120 MULBERRY ST. COMMUNITY OVERLAP - RHINE  
 PARCEL ID(S) 094-0005-0043-00  
 BASE ZONING CLASSIFICATION RM-X ZONING OVERLAY (if applicable) HILLSIDE & HISTORIC  
 Non-Residential Project  Residential Project (RCO) One -, Two -, and Three- Family Dwelling

**Section 2. APPLICANT**

NAME KENT BRADLEY ROUSH ARCHITECTS, LLC CONTACT PERSON (if legal entity) SHANNON LOWE ROUSH  
 ADDRESS 4142 AIRPORT RD., 3RD FL, STE 3 CITY CINCINNATI STATE OH ZIP 45226  
 EMAIL shannonroush@aol.com RELATIONSHIP TO OWNER (if not owner) ARCHITECT  
 TELEPHONE (513) 321-9242

**Section 3. OWNER**

NAME CHANDA BROWN-TUTT & DEMETRIA TUTT CONTACT PERSON (if legal entity) \_\_\_\_\_  
 ADDRESS 1547 MAIN ST. CITY CINCINNATI STATE OH ZIP 45202  
 EMAIL chandah01@gmail.com RELATIONSHIP TO OWNER (if not owner) \_\_\_\_\_  
 TELEPHONE (513) 290-8829

**Section 4. NATURE OF RELIEF REQUESTED.** (select all that apply)

- Variance     Use Variance     Special Exception     Conditional Use  
 Expansion or Substitution of Non Conforming Use     Hillside Overlay District Permission  
 Urban Design Overlay District Permission     DD District Phased Development Approval

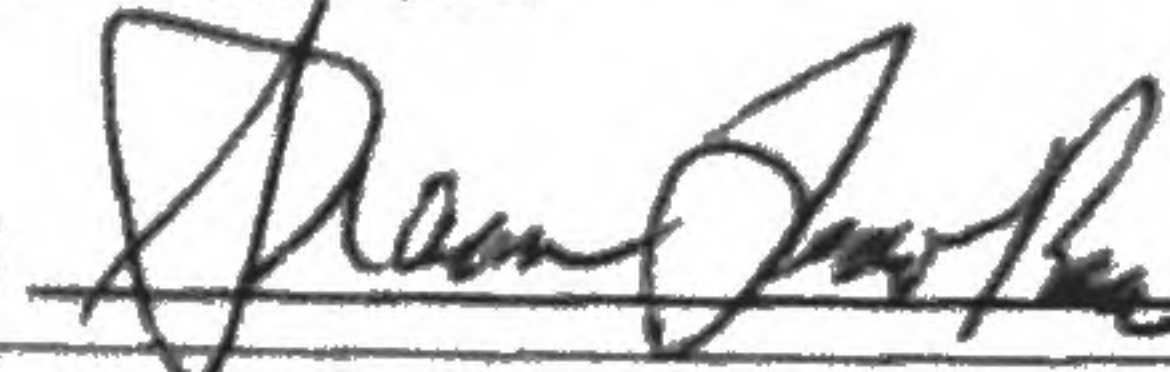
**Section 5. BRIEF DESCRIPTION OF PROPOSED PROJECT** (Do not write "see attached" or leave blank. You may attach a longer statement to this application if the space provided is insufficient to describe your proposed project)

VARIANCE TO ALLOW FOR CONSTRUCTION OF NEW TOWNHOME ON EXISTING NON-CONFORMING 20' WIDE (VS. REQ'D. 25' MIN. WIDTH) AND 2,000 SQ. FT. (VS. REQ'D. 2,500 SQ. FT. MIN.) LOT AREA. (5 FOOT LOT WIDTH VARIANCE AND 500 SQ. FT. AREA VARIANCE)  
AND VARIANCE OF 3.87' HEIGHT AT STEPPED BACK 3RD FLOOR PORTION AT FRONT OF HOUSE,  
A 9.58' FRONT YARD SETBACK AND A 3.87' SIDE YARD SETBACK.

**Section 6. SUMMARY OF REASONS WHY RELIEF SHOULD BE GRANTED.**

You must provide a written statement explaining how the proposed project meets the standards for all relief requested. Separate instructions for preparing this statement are attached. If you fail to follow the instructions for your type of request, your application may be denied.

**Section 7. SIGNATURE.** The undersigned does hereby certify that the information provided in connection with this application is, to the best of his or her knowledge, true and correct.

Print Name SHANNON LOWE ROUSH Signature  Date 12/27/17

December 27, 2017

Ms. Shannon Lowe Roush, RA  
Kent Bradley Roush Architects, LLC  
4142 Airport Rd.  
3rd Floor, Suite 3  
Cincinnati, Ohio 45226

City of Cincinnati Historic Review Board  
Centennial Two Building  
805 Central Ave.  
Cincinnati, Ohio 45202

**RE: Zoning Variance Write-Up  
New Brown-Tutt Residence  
120 Mulberry St.  
Cincinnati, Ohio 45202**

I am writing, as the architect for the above referenced project and representing the property owners, Ms. Chandra Brown-Tutt and Ms. Demetria Tutt, to request approval of the following variances per Section 1445 to allow for the construction of the new townhome, single-family residence on the existing vacant lot:

- 1) A 5'-0" variance for the minimum lot width.
- 2) A 500 square foot variance for the minimum lot area.
- 3) A 9'-7" (9.58') Front Yard setback variance.
- 4) A 3'-10 1/2" (3.87') Side Yard setback variance at the right side.
- 5) A height variance of 3'-10" (3.87') at the front stepped back portion of the 3rd floor of the house.

I ask that the City of Cincinnati Historic District Board grant the variance due to the practical difficulty presented by strict adherence to the zoning code because of the existing non-conforming size and narrowness of the lot and the need to conform with the Over-The-Rhine Historic Overlay District guidelines.

The subject property is currently vacant, and is 20 feet wide and 100 feet deep with lot area of 2,000 square feet. The existing lot is non-conforming with the underlying RM-X zoning development guidelines requiring a minimum lot area of 2,500 square feet and minimum lot width of 25 feet. The existing lot is thus 20% smaller in area and 20% more narrow than required. These lot conditions existed before the establishment of the current zoning code and was not a condition caused by any action of the property owners when they bought the subject property. The lot's width and area is unique since most of the other lots in the district, and specifically on Mulberry St., are wider.

The property owners wish to build a new, 3-story townhome is 18.83 feet wide and 59 feet deep. The design is to be consistent with the other homes in the Over-The-Rhine Historic District and as required by the Over-The-Rhine Historic District guidelines in its emphasis on verticality causing the structure to rise more vertically than horizontally. In addition, the narrowness of the lot necessitates the need for the additional story to accommodate the Garage at the street level, sufficient living and bedroom area to be consistent with current market single-family housing values. These issues necessitate the need for the building height variance.

**Request for Zoning Variance Writeup  
New Brown-Tutt Residence, 120 Mulberry St.  
December 27, 2017  
Page 2 of 2**

The front yard and side yard setback variances are necessitated by the need to conform with the Over-The-Rhine Historic District guidelines/ building patterns where the front facade of the buildings are located on or very close to the front property line at the street.

Also, in order to get the entry door facing and visible from the street, another building pattern consistent with the Over-The-Rhine Historic District, the stair enclosure needs to extend to within 9 1/2" of the right property line in violation of the Side Yard setback requirements/ averaging calculations for the subject property.

The proposed improvement, in restoring a structure to a currently vacant lot will help with the property values in the neighborhood, help to eliminate blight in the district, and help restore the fabric of the neighborhood. In addition, the proposed residence would not increase the need for or adversely affect the delivery of governmental services to this or adjacent properties or give this applicant any special privilege which is denied to other land or structures in the district.

Thank you for your consideration.

Sincerely,  
Kent Bradley Roush Architects, LLC



Shannon Lowe Roush, RA


**Dusty Rhodes, Hamilton County Auditor**

generated on 11/27/2017 11:04:04 AM EST

**Property Report**

<b>Parcel ID</b> 094-0005-0043-00	<b>Address</b> 120 MULBERRY ST	<b>Index Order</b> Parcel Number	<b>Tax Year</b> 2016 Payable 2017
--------------------------------------	-----------------------------------	-------------------------------------	--------------------------------------

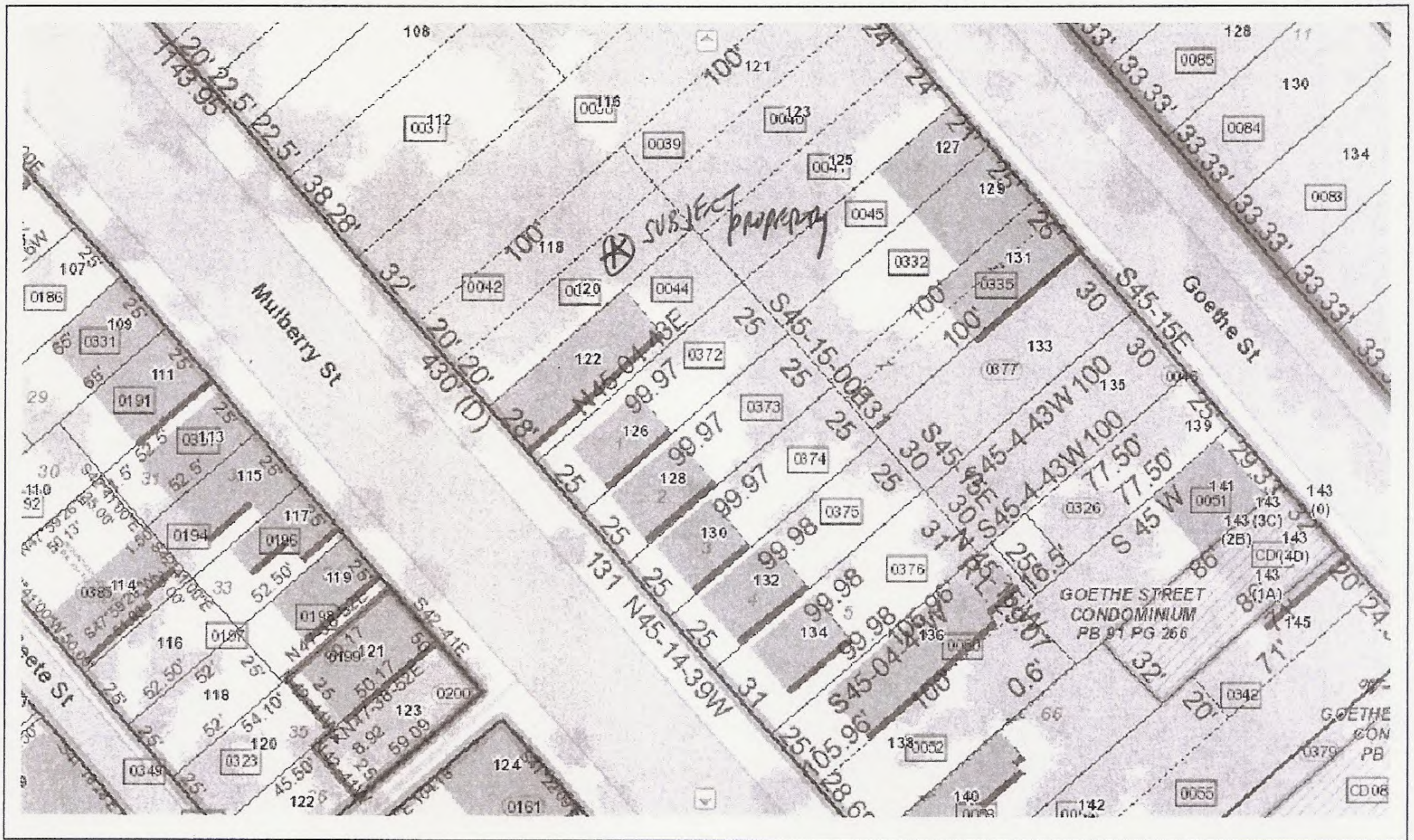
**Property Information**

<b>Tax District</b> 001 - CINTI CORP-CINTI CSD	<b>School District</b> CINCINNATI CSD	<b>Images/Sketches</b>	
<b>Appraisal Area</b> 01801 - OVER THE RHINE 01	<b>Land Use</b> 500 - RESIDENTIAL VACANT LAND		
<b>Owner Name and Address</b> BROWN TUTT CHANDA & DEMETRIA TUTT 120 MULBERRY ST CINCINNATI OH 45204 (call 946-4015 if incorrect)	<b>Mailing Name and Address</b> BROWN TUTT CHANDA & DEMETRIA TUTT 120 MULBERRY ST CINCINNATI OH 45204 (call 946-4800 if incorrect)		
<b>Assessed Value</b> 2,750	<b>Effective Tax Rate</b> 82.716479	<b>Total Tax</b> \$220.48	
<b>Property Description</b> 120 MULBERRY ST 20 X 100 PT LOT 65 REEDERS SUB			

Appraisal/Sales Summary	
Year Built	
Total Rooms	
# Bedrooms	
# Full Bathrooms	
# Half Bathrooms	
Last Sale Date	4/17/2017
Last Sale Amount	\$25,000
Conveyance Number	137888
Deed Type	WD - Warranty Deed (Conv)
Deed Number	
# of Parcels Sold	1
Acreage	0.045
Front Footage	20.00

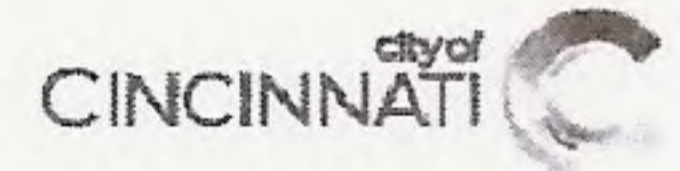
Tax/Credit/Value Summary	
Board of Revision	No
Rental Registration	No
Homestead	No
Owner Occupancy Credit	No
Foreclosure	No
Special Assessments	Yes
Market Land Value	7,870
CAUV Value	0
Market Improvement Value	0
Market Total Value	7,870
TIF Value	0
Abated Value	0
Exempt Value	0
<b>Taxes Paid</b>	\$211.10
Tax as % of Total Value	2.486%


**Notes**



# CAGIS Online Map

Printed: Nov 27, 2017 CAGIS©2016



Hamilton County  Ohio



118 Mulberry ST  
(VACANT LOT)



122 Mulberry St





**BUILDING ENVELOPE DETERMINATION:**

**RESIDENTIAL STRUCTURE TO RIGHT OF SUBJECT PROPERTY:**

122 MULBERRY STREET:  
 REAR YARD SETBACK = 32.73 FEET  
 RIGHT SIDE SETBACK = 4.31 FEET  
 LEFT SIDE SETBACK = 0.00 FEET  
 FRONT YARD SETBACK = 0.17 FEET

FRONT HEIGHT = ±34 FEET (AVER. GRADE TO TOP OF ROOF @ FRONT)  
 REAR HEIGHT = ±20 FEET (AVER. GRADE TO OF ROOF @ REAR)

**VACANT LOT TO LEFT OF SUBJECT PROPERTY:**

118 SPRINGHILL LANE:  
 REAR YARD SETBACK = 20.00 FEET  
 RIGHT SIDE SETBACK = 5.00 FEET  
 LEFT SIDE SETBACK = 0.00 FEET  
 FRONT YARD SETBACK = 20.00 FEET

FRONT HEIGHT = 35.00 FEET (AVER. GRADE TO TOP OF ROOF @ FRONT)  
 REAR HEIGHT = 35.00 FEET (AVER. GRADE TO TOP OF ROOF @ REAR)

**MAXIMUM BUILDING ENVELOPE FOR SUBJECT PROPERTY 730 SPRINGHILL LN**

REAR YARD SETBACK:  
 AVERAGE OF ABUTTING STRUCTURES = 26.37 FEET

SIDE YARD SETBACK:  
 RIGHT SIDE AVERAGE OF ABUTTING STRUCTURES = 4.66 FEET  
 LEFT SIDE AVERAGE OF ABUTTING STRUCTURES = 0.00 FEET

FRONT YARD SETBACK:  
 AVERAGE OF ABUTTING STRUCTURES = 10.09 FEET

HEIGHT OF FRONT:  
 MAXIMUM FRONT HEIGHT PER ZONING ORDINANCE = 35 FEET (GREATER THAN AVERAGE OF ABUTTING STRUCTURE, 34.5 FEET)

HEIGHT OF REAR:  
 MAXIMUM FRONT HEIGHT PER ZONING ORDINANCE = 35 FEET (GREATER THAN AVERAGE OF ABUTTING STRUCTURE, 27.5 FEET)

**NOTES**

OCCUPATION IN GENERAL FITS SURVEY EXCEPT AS SHOWN.

MONUMENTS GENERALLY IN GOOD CONDITION UNLESS NOTED OTHERWISE. SURVEY BASED ON FIELD EVIDENCE AND DEEDS & PLATS OF RECORD NOTED HEREON.

BEARINGS BASED ON REGISTERED LAND CERTIFICATE 102301, HAMILTON COUNTY, OHIO RECORDER'S OFFICE

ELEVATIONS BASED ON M.S.D. SEWER RECORDS.

EASEMENTS SHOWN HEREON WERE DISCOVERED DURING THE COURSE OF RESEARCH OF THE HAMILTON COUNTY PUBLIC RECORDS.

UNDERGROUND UTILITIES SHOWN ARE BASED ON A COMBINATION OF SURFACE EVIDENCE AND AVAILABLE PLANS & RECORDS; THEY HAVE NOT BEEN PHYSICALLY LOCATED. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES ON THE PREMISES, EITHER IN SERVICE OR ABANDONED; NOR IS IT GUARANTEED THAT THEY ARE IN THE EXACT LOCATION INDICATED, ONLY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.

THE CONTRACTOR IS TO COORDINATE ALL UTILITY CONNECTIONS WITH THE APPROPRIATE UTILITY COMPANY.

CONTRACTOR SHALL BE FAMILIAR WITH THE EXISTING UTILITIES IN THE CONSTRUCTION AREA AND SHALL BE HELD RESPONSIBLE FOR THE DAMAGE OF EXISTING UTILITIES DURING CONSTRUCTION.

CONTRACTOR SHALL FIELD VERIFY ALL LOCATIONS AND INVERTS OF EXISTING UTILITIES AND IMMEDIATELY NOTIFY THE ENGINEER IF EXISTING UTILITIES INTERFERE WITH THE NORMAL INTENT OF THE PROPOSED UTILITY LAYOUT.

SERVICE UTILITY MATERIALS SHALL BE PER THE APPROPRIATE UTILITY COMPANY DESIGN CRITERIA.

THE BUILDER SHALL BE RESPONSIBLE FOR INSTALLATION AND MAINTENANCE OF ALL EROSION CONTROLS AS PER HAMILTON COUNTY EARTHWORK REGULATIONS.

FINISH GRADE SHALL SLOPE A MINIMUM OF 6" IN FIRST 10' FROM NEW FOUNDATION AND FINISH GRADE FOR DISTURBED PORTION OF SITE SHALL HAVE A MAXIMUM SLOPE OF 3:1.

THE BUILDER SHALL CONSULT WITH THE CONVENING AUTHORITY REGARDING THE FINAL ALIGNMENT AND OUTLET METHOD OF THE DOWNSPOUTS.

THE RECOMMENDED SITING OF THE HOUSE AS SHOWN ON THIS PLAT MAKES NO REPRESENTATION AS TO EXISTING SOIL CONDITION. A GEOTECHNICAL ENGINEER SHOULD BE CONSULTED IN ALL MATTERS PERTAINING TO SUB-SURFACE CONDITIONS AND FOUNDATION REQUIREMENTS.

DRIVEWAY APPROACH TO BE CONSTRUCTED AS PER HAMILTON COUNTY ENGINEERING SPECIFICATIONS.

SANITARY LATERAL LOCATION AND ELEVATION TO BE FIELD VERIFIED BY BUILDER PRIOR TO CONSTRUCTION. TAP PERMIT AND FEES ARE NECESSARY FROM MSD.

SANITARY SEWER CONNECTION TO BE 6" SANITARY @ 2.0% MINIMUM CONSTRUCTED OF PVC-SDR 35.

IF LOWEST FLOOR ELEVATION IS BELOW RIM ELEVATION OF UPSTREAM MANHOLE THEN TAP MUST HAVE BACKFLOW PREVENTOR OR BE PUMPED TO GRAVITY.

THE COUNTY OF HAMILTON DOES NOT ACCEPT ANY PRIVATE EASEMENT SHOWN ON THIS PLAT AND IS NOT OBLIGATED TO MAINTAIN OR REPAIR ANY INSTALLATIONS IN SAID EASEMENT. THE APPLICANT AGREES, AS A CONDITION OF APPROVAL OF THIS PLAT, THAT THERE WILL BE INCLUDED IN THE DEED OF CONVEYANCE OF EVERY LOT IN THIS SUBDIVISION, SUBSERVIENT TO AN ACCESS EASEMENT A CONDITION REQUIRING THE GRANTEE, HIS HEIRS AND ASSIGNS, TO CONTINUOUSLY MAINTAIN THE EASEMENT AREA FOR THE PURPOSE DESIGNED AND A CONDITION THAT WITHIN SUCH EASEMENT NO STRUCTURE, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD OR CHANGE THE USE OF THE EASEMENT, SUCH CONDITIONS BEING FOR THE MUTUAL BENEFIT OF THE OWNERS OF ALL LOTS ON WHICH SIMILAR EASEMENTS ARE RESERVED.

**BUILDER:**  
**SM CUSTOM HOMES**  
 163 COMPTON ROAD  
 CINCINNATI, OHIO 45215  
 PH. (513) 258-8233

**OWNER:**  
**CHANDA BROWN TUTT & DEMETRIA TUTT**  
 120 MULBERRY STREET  
 CINCINNATI, OHIO 45204  
 O.R. 13397, PG. 1639



**LEGEND**

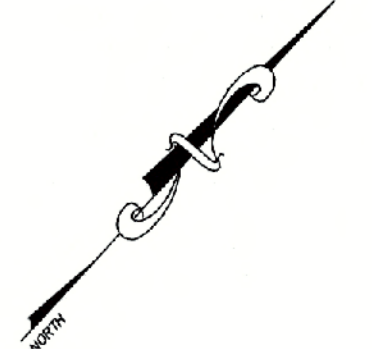
**EXISTING FEATURES**

- MANHOLE
- ⊕ CATCH BASIN/DRAIN
- ⊞ GUTTER INLET
- CLEAN OUT
- DOWNSPOUT
- ⊖ UTILITY POLE
- ⊞ ELECTRIC BOX
- ⊞ TELEPHONE BOX
- ☆ LIGHT POLE/LAMP POST
- ⊞ FIRE HYDRANT
- ⊞ WATER VALVE/METER
- ⊞ GAS VALVE/METER
- ⊞ SIGN/SIGN POST
- S- SANITARY SEWER
- ST- STORM SEWER
- W- WATER LINE
- G- GAS LINE
- E- ELECTRIC LINE
- T- TELEPHONE LINE
- OH- OVERHEAD UTILITY LINE
- X- FENCE LINE

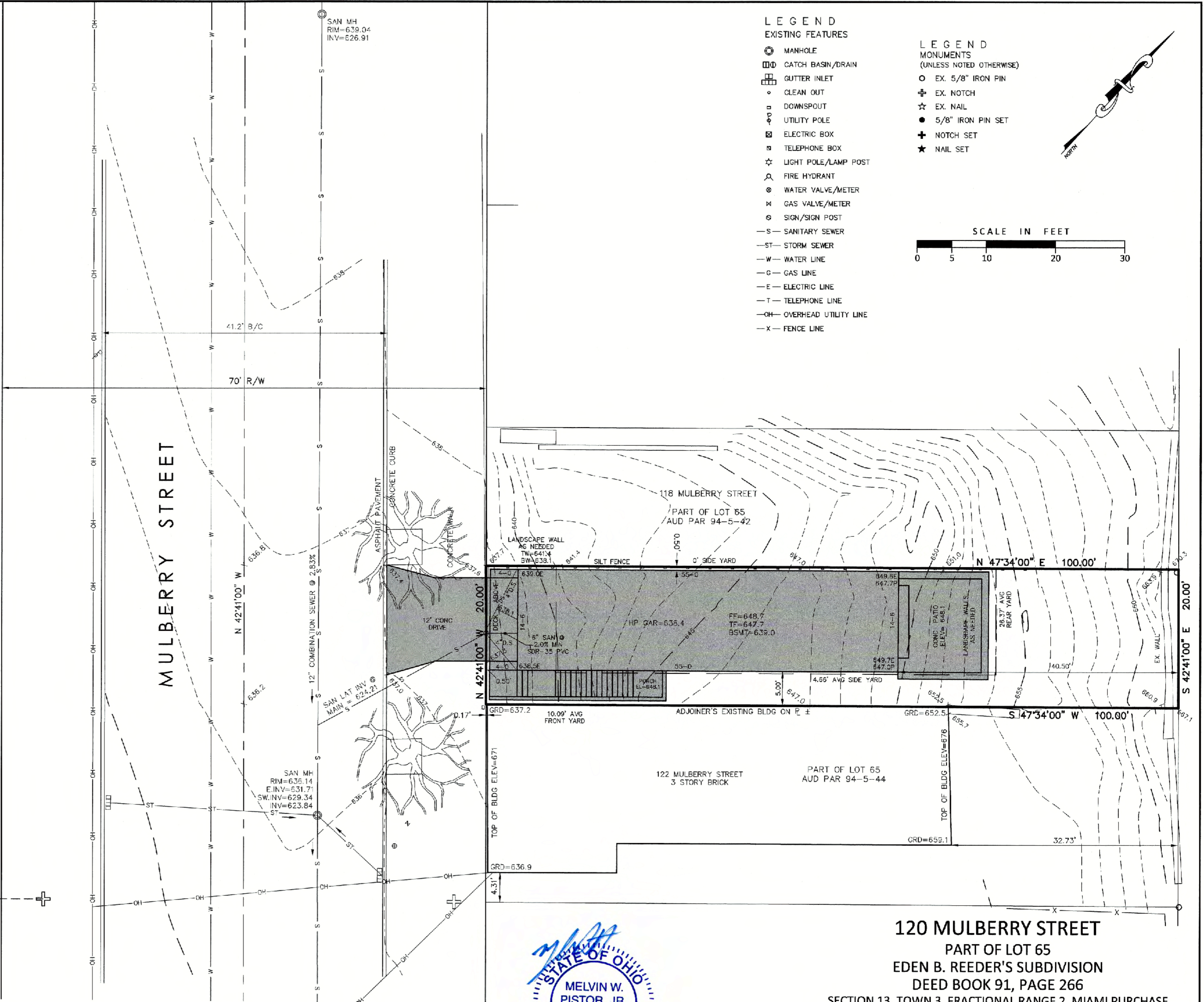
**LEGEND**

**MONUMENTS**

- EX. 5/8" IRON PIN
- ⊕ EX. NOTCH
- ☆ EX. NAIL
- 5/8" IRON PIN SET
- ⊕ NOTCH SET
- ★ NAIL SET



**SCALE IN FEET**



**120 MULBERRY STREET**  
 PART OF LOT 65  
 EDEN B. REEDER'S SUBDIVISION  
 DEED BOOK 91, PAGE 266  
 SECTION 13, TOWN 3, FRACTIONAL RANGE 2, MIAMI PURCHASE  
 CITY OF CINCINNATI, MILLCREEK TOWNSHIP, HAMILTON COUNTY, OHIO

Revision	By	Date
REV. HSE	MP	12/27/17

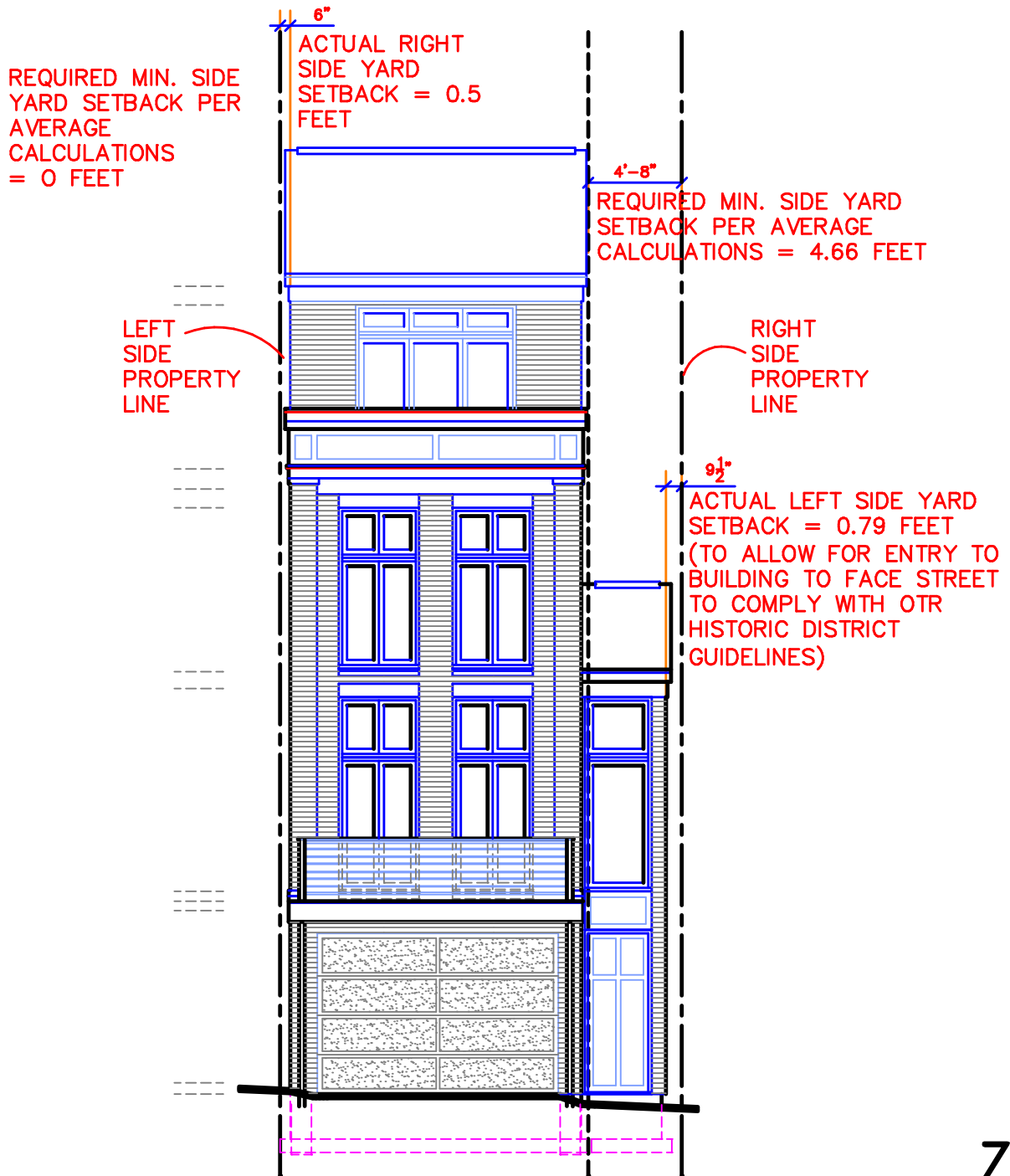
Date	11/03/2017
Scale	1"=10'
Drawn By	RLC
Proj. Mgr.	MWP
Survey Data Base	17200.89
DWG	17200893-BAS-00
X-Ref(s)	-
Project Number	17200.89
File No.	17200.89
Sheet No.	1/1

**MSP DESIGN**  
**McGill Smith Punshon**

- Architecture
- Engineering
- Landscape Architecture
- Planning
- Surveying

3700 Park 42 Drive  
 Suite 1908  
 Cincinnati OH 45241  
 Phone 513.759.0004  
 www.mspsdesign.com

N:\land projects\17000172001\17200893-BAS-00.dwg, Layout, 12/27/2017 10:23:49 AM, msp, 1:1



**MAXIMUM BUILDING ENVELOPE  
BROWN-TUTT RESIDENCE  
120 MULBERRY STREET  
FRONT/ SOUTH ELEVATION**

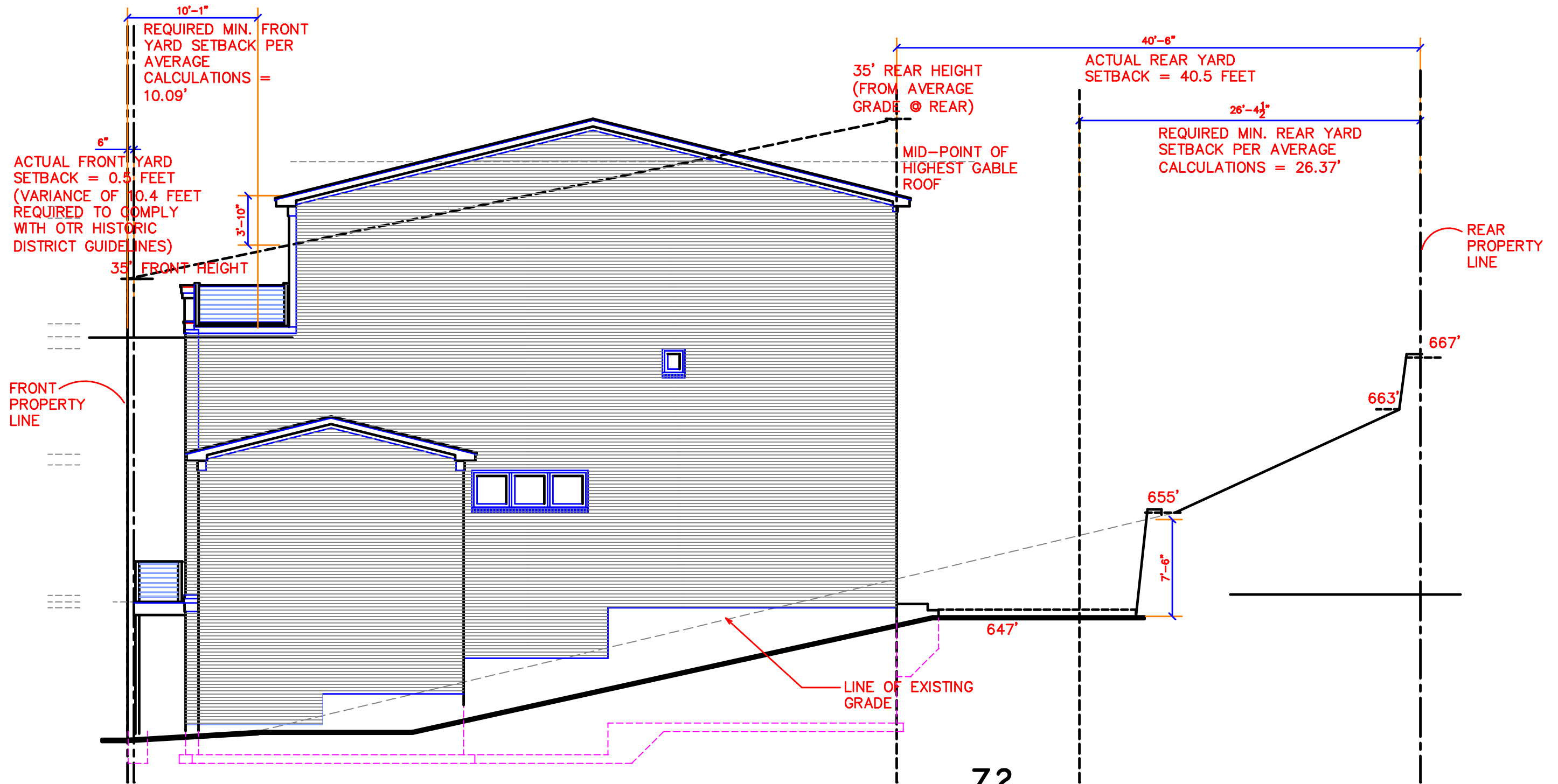
ZI

Kent  
Bradley  
Roush  
Architects,  
LLC

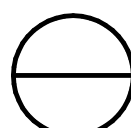
4142 AIRPORT ROAD  
5RD FLOOR, SUITE 3  
CINCINNATI, OHIO  
45226

513 321-9242

12/20/17  
12/27/17



MAXIMUM BUILDING ENVELOPE  
 BROWN-TUTT RESIDENCE  
 120 MULBERRY STREET  
 RIGHT SIDE/ EAST ELEVATION



12/20/17  
 12/27/17

Z2

Kent  
 Bradley  
 Roush  
 Architects,  
 LLC

4142 AIRPORT ROAD  
 5TH FLOOR, SUITE 3  
 CINCINNATI, OHIO  
 45226

513 321-9242

DATE/ REVISIONS:

12/27/17 HISTORIC REV.  
12/20/17 HISTORIC REV.

Kent  
Bradley  
Roush  
Architects,  
LLC

4142 AIRPORT ROAD  
3RD FLOOR, SUITE 3  
CINCINNATI, OHIO  
45226

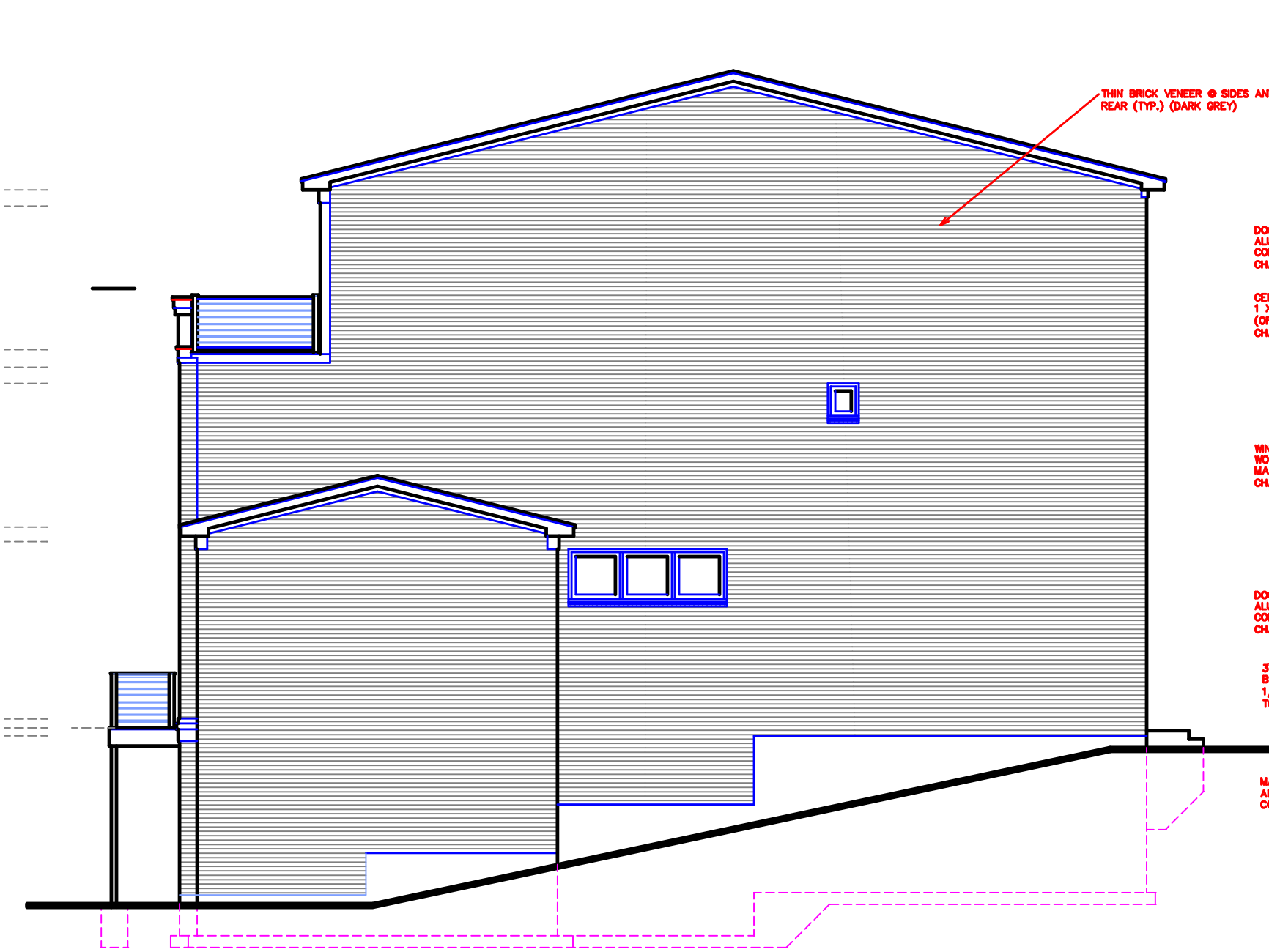
513 321-9242

BROWN-TUTT RESIDENCE

120 MULBERRY ST.  
CINCINNATI, OHIO 45202

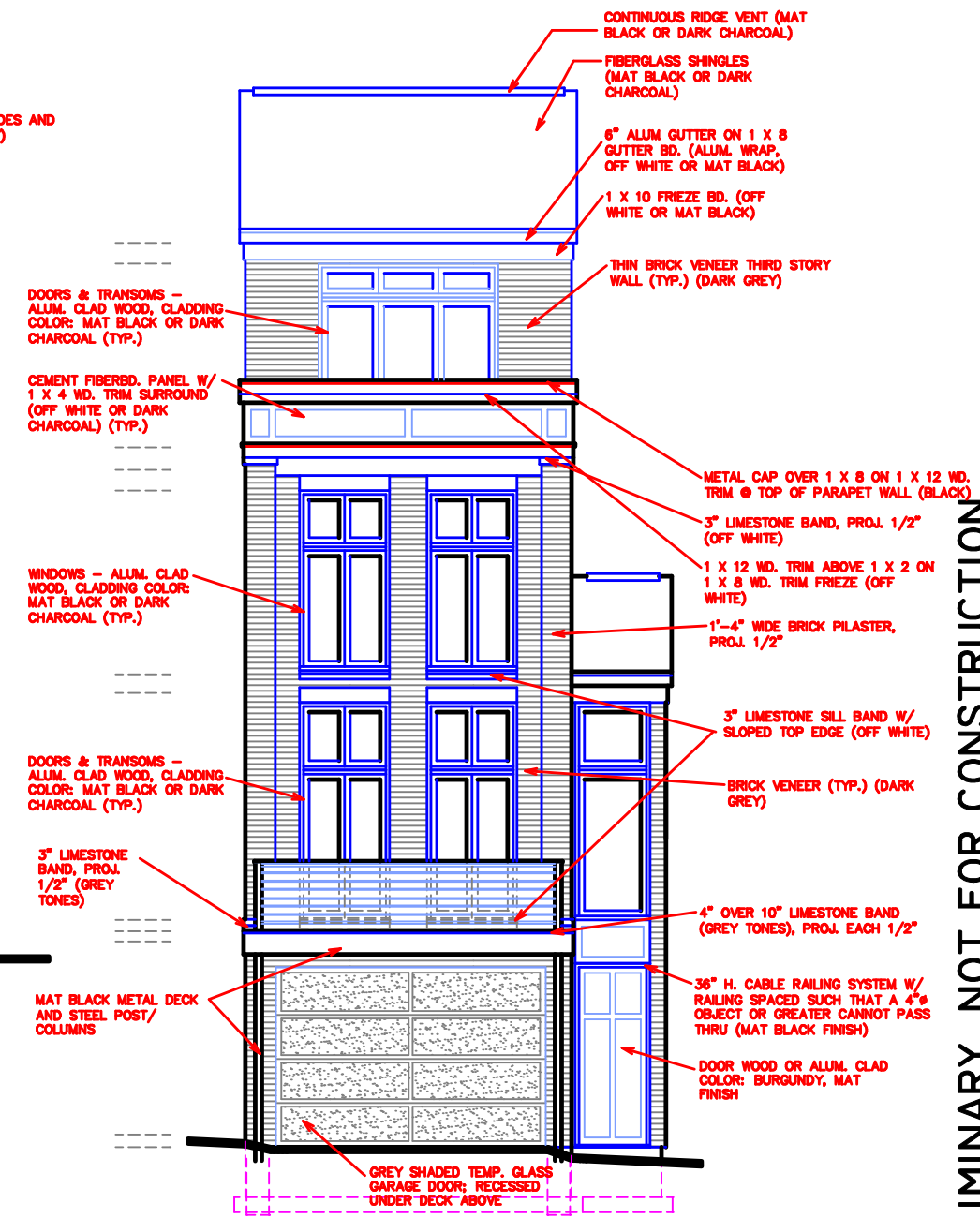
AIA

PRELIMINARY, NOT FOR CONSTRUCTION



RIGHT SIDE/ EAST MOST  
ELEVATION

SCALE: 1/8" = 1'-0"



FRONT/ SOUTH MOST  
ELEVATION

SCALE: 1/8" = 1'-0"

DATE/ REVISIONS:

12/27/17 HISTORIC REV.  
12/20/17 HISTORIC REV.

Kent  
Bradley  
Roush  
Architects,  
LLC

4142 AIRPORT ROAD  
3RD FLOOR, SUITE 3  
CINCINNATI, OHIO  
45226

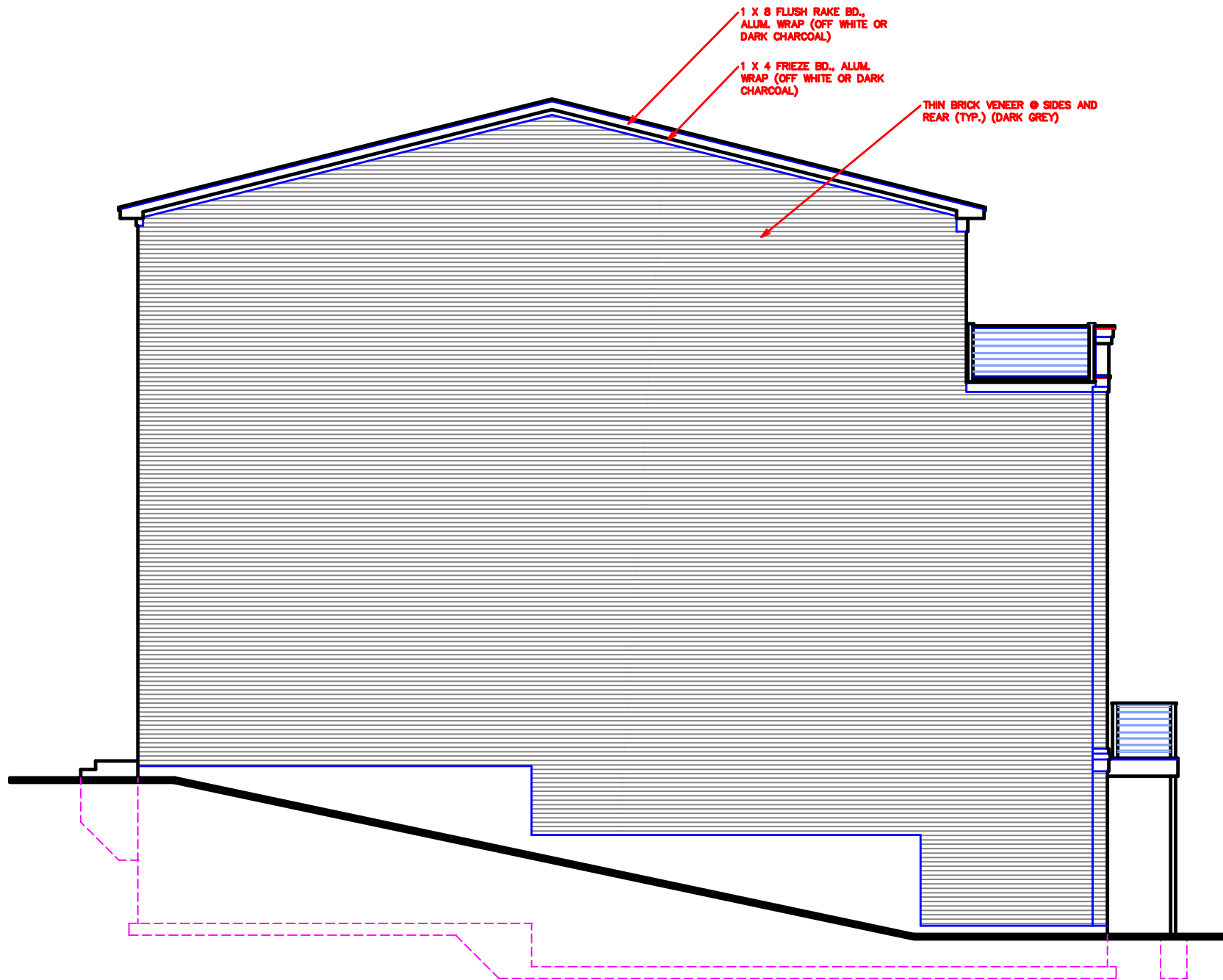
513 321-9242

BROWN-TUTT RESIDENCE

120 MULBERRY ST.  
CINCINNATI, OHIO 45202

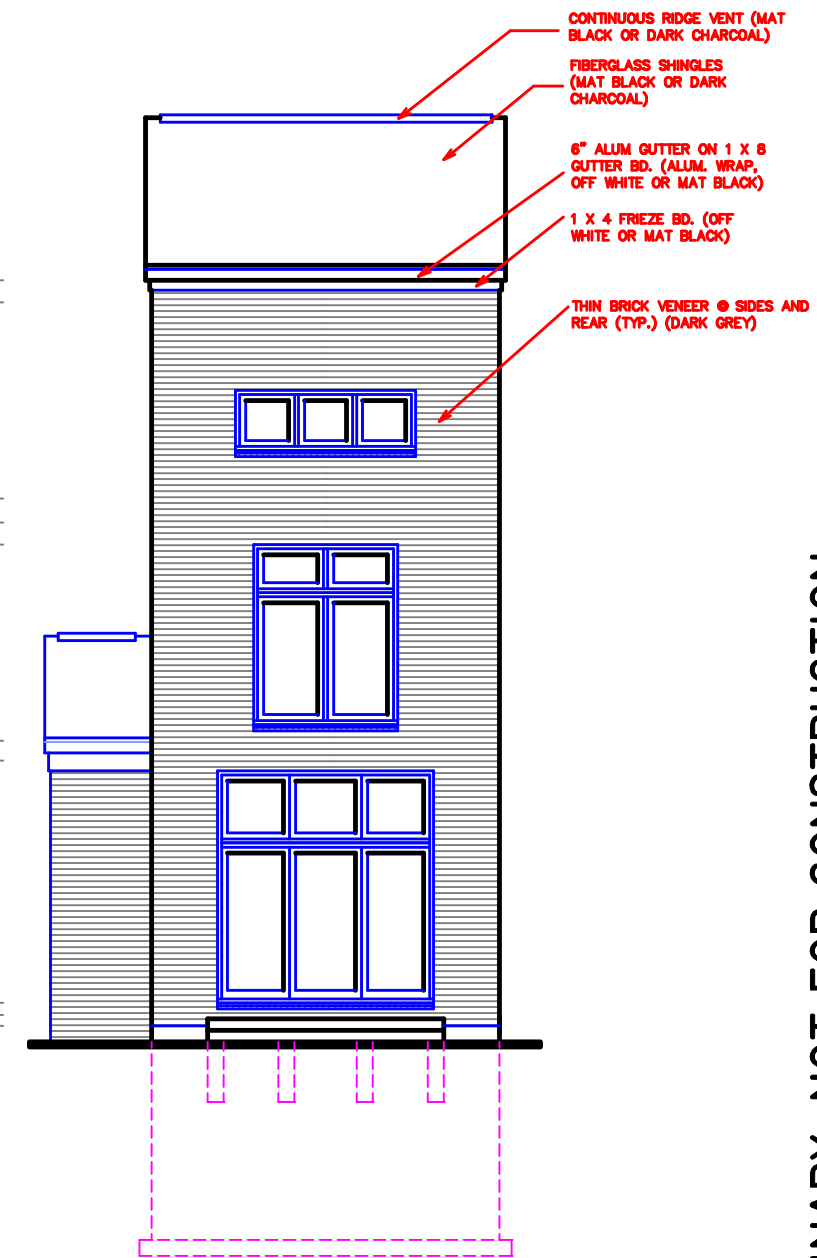
AIB

PRELIMINARY, NOT FOR CONSTRUCTION



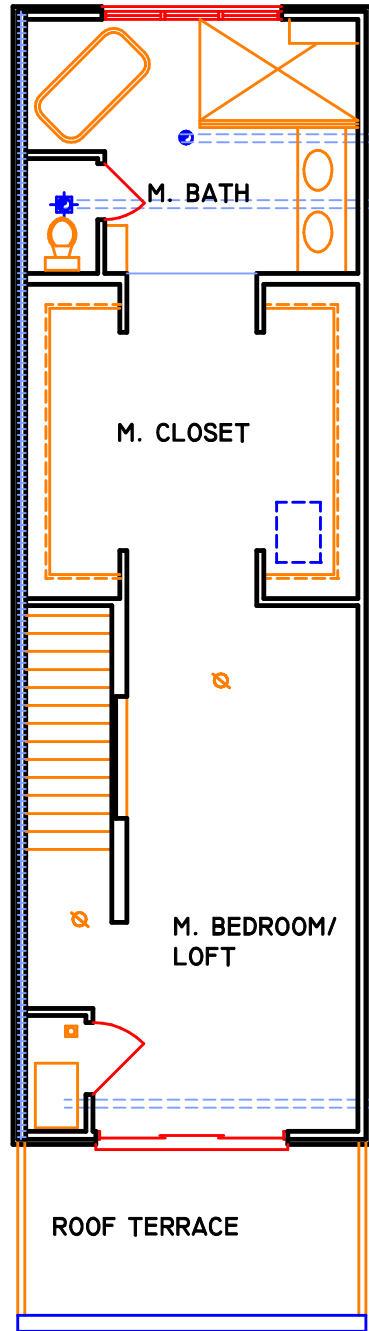
LEFT SIDE/ WEST MOST  
ELEVATION

SCALE: 1/8" = 1'-0"



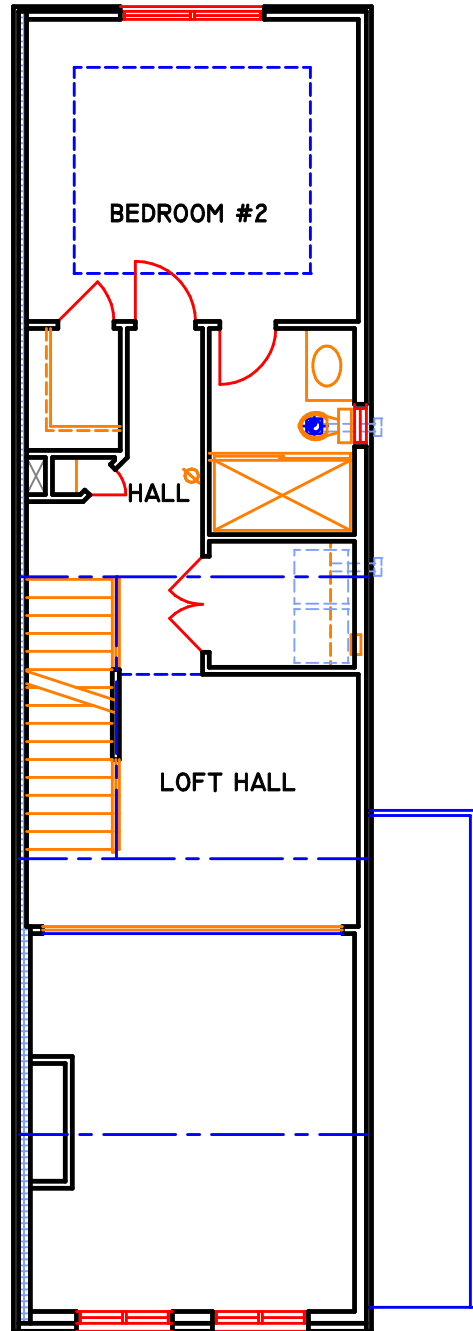
REAR/ NORTH MOST  
ELEVATION

SCALE: 1/8" = 1'-0"



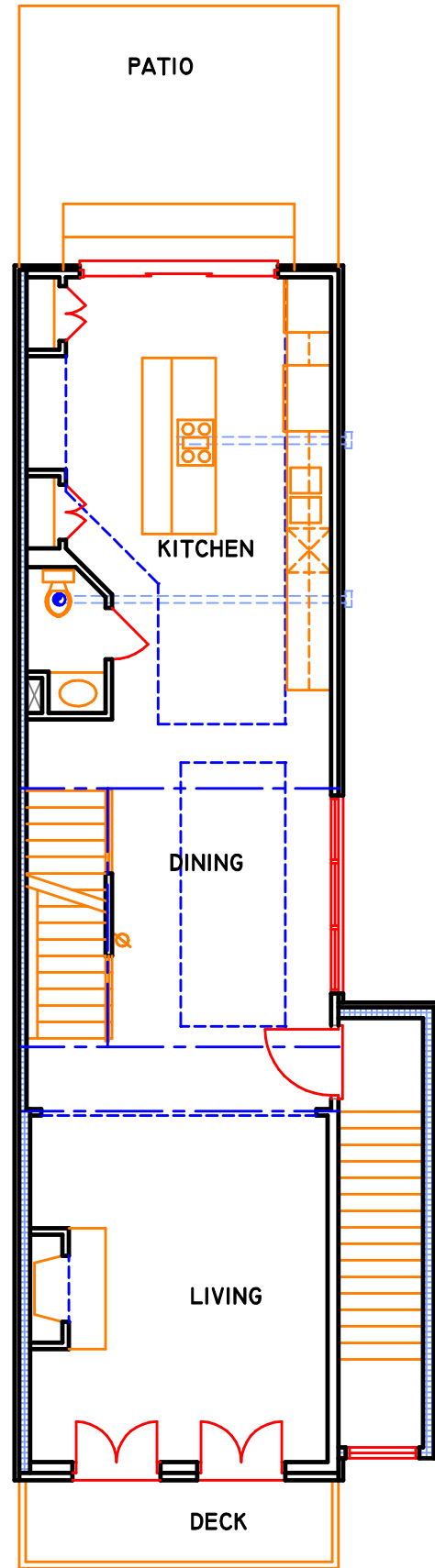
THIRD FLOOR PLAN

SCALE: 1/8" = 1'-0"



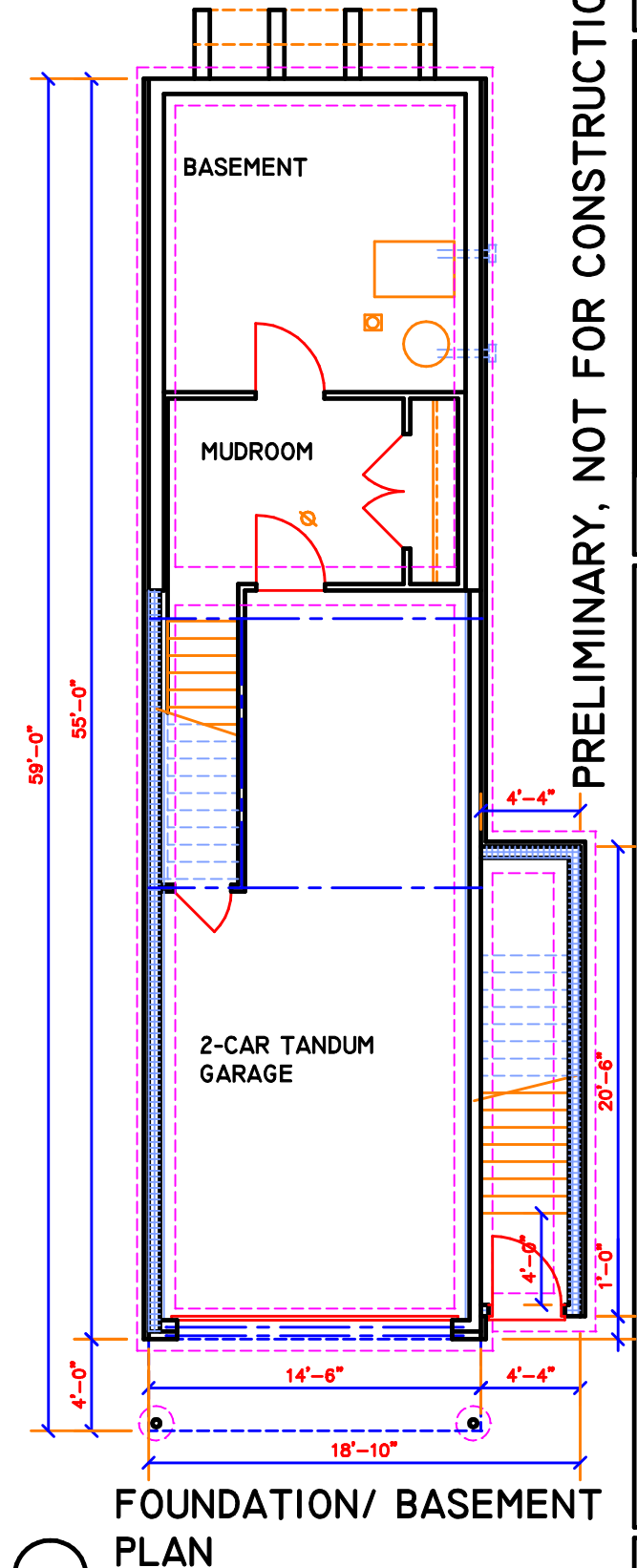
SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"



FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"



SCALE: 1/8" = 1'-0"

DATE/ REVISIONS:
12/27/17 HISTORIC REV.
12/20/17 HISTORIC REV.

Kent  
Bradley  
Roush  
Architects,  
LLC

4142 AIRPORT ROAD  
3RD FLOOR, SUITE 3  
CINCINNATI, OHIO  
45226

513 321-9242

BROWN-TUTT RESIDENCE

120 MULBERRY ST.  
CINCINNATI, OHIO 45202

A2

DATE/ REVISIONS:

12/20/17 HISTORIC REV.

Kent  
Bradley  
Roush  
Architects,  
LLC

4142 AIRPORT ROAD  
3RD FLOOR, SUITE 3  
CINCINNATI, OHIO  
45226

513 321-9242

PRELIMINARY, NOT FOR CONSTRUCTION

BROWN-TUTT RESIDENCE

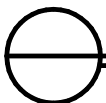
120 MULBERRY ST.  
CINCINNATI, OHIO 45202

AIA



FRONT/ SOUTH MOST  
ELEVATION

SCALE: 1/8" = 1'-0"





Proposed Colop Scheme (Sim, /AA TO: 308 MULBERRY ST.)



PROPOSED GARAGE DOOR DESIGN → Want m

---

---

## APPLICATION FOR ZONING RELIEF HISTORIC CONSERVATION BOARD PUBLIC HEARING STAFF REPORT

---

APPLICATION #: ZH20170143  
APPLICANT: Film Center LLC  
OWNER: Film Center LLC  
ADDRESS: **1632 Central Parkway, Cincinnati OH 45202**  
PARCELS: 133-0003-0010; 133-0003-0016  
ZONING: CC-A  
OVERLAYS: Over-the-Rhine Historic District  
COMMUNITY: Over-the-Rhine  
REPORT DATE: December 29, 2017  
HEARING DATE: January 8, 2018  
STAFF REVIEW: Douglas Owen, Zoning Plan Examiner

---

---

### Details of Zoning Relief Required:

1. **Section 1425-19 – Numerical Variance** of 6 to allow for 13 off-site parking spaces, short of the 19 spaces required for the proposed use.
2. **Section 1419-21(c) – Conditional Use** for an outdoor area that is larger than 50% of the size of the indoor area accessible to the public within 500 feet of a residential zoning district.
3. **Section 1419-21(e) – Conditional Use** for an outdoor area providing outdoor entertainment, including the use of audio/visual equipment within 500 feet of a residential zoning district.
4. **Section 1425-15(c)(3) – Special Exception** for an off-site parking lease rather than a covenant or easement.

### Existing Conditions:

The subject property at 1632 Central Parkway is a ca. 1932 industrial building with Art Deco elements. The reinforced concrete building features a poured concrete foundation, blond brick walls, window openings with metal industrial sash and a flat roof. The building is five stories in height on Logan Street and 4 stories on Central Parkway. The northern and southern wings are connected by a one-bay deep hyphen that is flush with the Central Parkway façade with a narrow courtyard behind. The primary façade fronting Central Parkway features stone belt courses above the second, third and fourth stories, a carved stone door surround on the southernmost entry and a “Film Center” engraving above the second story. The Logan Street and north and south façades are less ornamental featuring the exposed reinforced concrete grid.

The building originally served as a film distribution center and underwent several renovations from the 1970s through the 2010s. The project received approval from the

Historic Conservation Board in October 2016 for renovations returning commercial space to the lower level and adding residential to the upper levels (ZH20160169) and approval in September 2017 for proposed projecting signage (ZH20170143).



Figure 1. Location of 1632 Central Parkway showing distance to Residential Zoning District (148.46'). Image courtesy of CAGIS.

**Proposed Conditions:**

The applicant is proposing to install an eating and drinking establishment with an outdoor area in the northern portion of the building's ground floor. The patio at the northern end of the property that was previously proposed for office users would be utilized by the eating and drinking establishment. Thirteen parking spaces are proposed off-site through a covenant or easement currently proposed at 1905 Elm Street, short of the required 19 spaces. The Zoning Administrator has granted a 50% parking reduction based on proximity to public parking facilities. The applicant is also still exploring possible lease options for at least 13 spaces within 600' of the subject property.

**Previous Reviews:** The project was reviewed at the October 10, 2016 HCB meeting to allow ground floor residential space and a parking solution and again at the September 25, 2017 HCB meeting to allow large projecting signs on the west and east elevations. The HCB approved the proposed use of the building, parking arrangement and exterior changes including the northern courtyard, as well as the proposed signage.

**Applicable Zoning Code Sections:**

Zoning District:	<a href="#">Section 1409-07</a>	Commercial Community – Auto District
Variance Requests:	<a href="#">Section 1425-19</a> <a href="#">Section 1419-21</a>	Parking Requirements Outdoor Areas
Variance Authority:	<a href="#">Section 1445-07</a>	
HCB authority:	<a href="#">Section 1435-05-4</a>	
Variance Standard:	<a href="#">Section 1445-13</a> <a href="#">Section 1445-15</a>	General Standards: Public Interest Standards for Variances
Overlays:	<a href="#">Section 1435</a>	Historic Preservation
Historic District/Reg:	<a href="#">Over the Rhine Historic District</a>	
COA Standard:	<a href="#">Section 1435-09-2</a>	COA; Standard of Review

**Zoning Analysis:**

The project was originally approved in October 2016 under the assumption that the first-floor commercial tenants would be office uses. As the building had previously been utilized for office space, no additional parking was necessary for the office use as the continuation of an existing use. A total of 44 spaces were required for the project in total. The Zoning Administrator granted a 50% parking reduction for the residential use reducing the requirement from 44 spaces to 22. A lease agreement for nighttime parking was reached with Findlay Market for 22 spaces in the adjacent lot to the east. The applicant now proposes to change a portion of the first floor from office use to an eating and drinking establishment, specifically a craft micro-brewery. With a change in use, the parking requirement for the micro-brewery must be satisfied.

The eating and drinking use will occupy approximately 3,450 square feet of gross floor area of indoor space and 2,017 square feet of outdoor space accessible to the public for a total of 5,467 square feet of gross floor area, requiring 36 parking spaces. Additionally, the use will include 1,318 square feet of gross floor area of accessory general production space dedicated to the brewing and storage areas, which requires one additional parking space for a total of 37 spaces. Due to the proximity of public parking including the Findlay Market west lot and a new surface lot at 1800 Logan Street, the Zoning Administrator has extended the 50% parking reduction per Section 1425-23(a) to include the eating and drinking use as well as the residential. Both Findlay Market and Model Group have submitted letters stating that their respective parking lots will have the capacity to handle the increased parking need generated by the reduction. After the 50% reduction, a total of 19 spaces are required and 13 will be provided within 600' (mostly likely at 1905 Elm Street) through a covenant or easement. A total of 6 spaces are unaccounted for and the applicant has requested a variance to waive the remaining spots (see tables below). Additionally, the applicant is still exploring possible lease options for at least 13 spaces within 600' of the property and is willing to abide by the typical conditions for off-site parking leases if such an opportunity were to arise.

Additionally, since the proposed outdoor area is within 500' of a residential zoning district, Conditional Use approvals are required for the size of the outdoor area

exceeding 50% of the indoor area accessible to the public and also for outdoor entertainment.

<b>Table 1. Original Parking Requirement</b>		
<b>Parking Generator</b>	<b>Parking Requirement</b>	<b>Spaces required</b>
44 apartments	1 space per unit	44
11,564 s.f. office	0 for existing (1/400 for new)	0 (existing use)
<b>Subtotal</b>	-	<b>44</b>
1425-23(a) Reduced Parking	-50%	-22
<b>Total</b>	-	<b>22 (established by lease agreement)</b>

<b>Table 2. Proposed Parking Requirement</b>		
<b>Parking Generator</b>	<b>Parking Requirement</b>	<b>Spaces required</b>
44 apartments	1 space per unit	44
5432 s.f. office	0 for existing (1/400 for new)	0 (existing use)
1318 s.f. general production	1 space per 1000 s.f.	1
5467 s.f. bar/restaurant	1 space per 150 s.f.	36
<b>Subtotal</b>	-	<b>81</b>
1425-23(a) Reduced Parking	-50%	-40
<b>Total</b>	-	<b>41</b>

<b>Table 3. Proposed Parking Provided</b>		
<b>Parking provided</b>	<b>Location</b>	<b>Spaces Provided</b>
Off-site Lease (previous)	Findlay Market	22
Off-site Covenant	1905 Elm Street	13
<b>Total</b>	-	<b>35</b>

<b>Table 4. Parking Differential</b>		
<b>Total Parking Required</b>	<b>Total Parking Provided</b>	<b>Remainder</b>
<b>41</b>	<b>35</b>	<b>6</b>

**Standards for Variances per Section 1435-05-4**

- (a) *Is necessary and appropriate in the interest of historic conservation so as not to adversely affect the historic architectural or aesthetic integrity of the Historic District of Historic Asset; or*

The applicant has provided letters from Findlay Market and Model Group stating that the surface parking lots adjacent to 1632 Central Parkway are available for hourly use and are likely to have the capacity to handle vehicles of patrons visiting the micro-brewery. Joe Hansbauer has stated that Findlay Market can accommodate up to 38 vehicles during night-time hours when the eating and drinking establishment is likely to be busiest. Robert Maly of Model Group has stated that the new surface parking lot under construction at 1800 Logan is also available to provide hourly parking. Between Findlay Market's main lot, west lot and Model Group's new Logan lot, enough public parking is available within 600' to cover the 50% parking reduction as well as the 6

spaces that the applicant has been unable to provide despite attempts to secure them through a long-term lease. It should also be noted that a Streetcar stop is located within 350 feet of the property.

- (b) *Is necessary where the denial thereof would result in a deprivation of all economically viable uses of the property as viewed in its entirety. In making such a determination, the Historic Conservation Board may consider the factors set forth in Section 1435-09-2 (aa) to (ff).*

The denial of the requested variances would not deprive the property of all economically viable uses; however, it would require the applicant to reduce the size of the outdoor area. Outdoor areas are a proven commodity to eating and drinking establishments throughout the city and providing an area of the proposed dimensions is the best option for the applicant.

**Conditional Use:**

Conditional Use Approvals are required for the size and entertainment of the outdoor area due to its proximity to a residential district boundary line. Outdoor entertainment is expected to include music on speakers with possible occasional acoustic performances.

*The Zoning Hearing Examiner may approve a conditional use if and only if the conditional use is specifically listed in the applicable zoning district use regulations.*

- Section 1419-21 of the Cincinnati Zoning Code requires Conditional Use Approval for the size and outdoor entertainment provided in the outdoor area.

Per Section 1445-05, Purpose of Conditional Uses, the following determinations must be made:

- ***Is the proposed use appropriately located, designed and configured?***  
Yes. The proposed use is appropriately located, designed and configured for an outdoor area in a CC-A district. The outdoor area located on the northern end of the property and is oriented toward the CC-A zoned properties on Logan and W. Elder. The RM-1.2 property that is within 500' is located to the south and is blocked from sonic and visual impacts by the building at 1632 Central Parkway itself as well as other commercially-zoned buildings to the south.
- ***Have any adverse impacts on the surrounding area been minimized?***  
Yes. Adverse impacts have been minimized through siting of the outdoor area adjacent to commercial properties. The area will be sunken below grade at the western end. The RM-1.2 zone consists of one single residential building at the southeast corner of Green Street and Logan Street.

**General Standards:**

Below is analysis of the consideration factors for all of the requested zoning actions, utilizing Section 1445-13, General Standards; Public Interest.

- a. **Zoning.** The proposed work conforms to the underlying zone district regulations and is in harmony with the general purposes and intent of the Cincinnati Zoning Code.

*The underlying zoning is CC-A. The proposed work conforms to the district regulations with the exception of the relief requested herein and that previously granted by the HCB.*

- d. **Traffic.** Streets or other means of access to the proposed development are suitable and adequate to carry anticipated traffic and will not overload the adjacent streets and the internal circulation system is properly designed.

*Surrounding streets are adequate to carry the anticipated traffic from the proposed development. Surrounding surface parking lots are adequate to support the proposed development. The requested variance is not expected to negatively impact traffic in the area.*

- h. **Neighborhood Compatibility.** The proposed work is compatible with the predominant or prevailing land use, building and structure patterns of the neighborhood surrounding the proposed development and will not have a material net cumulative adverse impact on the neighborhood.

*The proposed work will not have an adverse impact on the neighborhood. Other eating and drinking establishments in Over-the-Rhine provide outdoor entertainment in closer proximity to residential districts, often while providing fewer parking spaces. There has been a general trend lately for eating and drinking establishments to provide these areas to cater to patrons who enjoy relaxing outdoors. The proposed plan is compatible with this intent and if operated per the conditions recommended below, will not negatively impact the area.*

*The parking variance of 6 spaces is not expected to negatively affect the neighborhood as documentation from Model Group and Findlay Market show that adequate parking is available in the adjacent lots. An off-site parking lease has the potential to provide the full 19 required spaces and would also free 1905 Elm Street for future development. This is the preferred option.*

- j. **Adverse Effects.** Any adverse effect on the access to the property by fire, police, or other public services; access to light and air from adjoining properties; traffic conditions; or the development, usefulness or value of neighboring land and buildings.

*There are no adverse impacts anticipated related to the proposed outdoor area. Several surface parking lots and the covenanted parking facility are within 600' of the property and the outdoor area is oriented away from nearby residential properties.*

### **Certificate of Appropriateness Review:**

No Certificate of Appropriateness is required for the proposed work as the patio was previously approved in October 2016 and no additional changes to the exterior are currently proposed.

**Other Considerations:**

**Prehearing Results:** A prehearing was held on December 20, 2017.

**Comments Provided to Staff:** N/A

**Consistency with *Plan Cincinnati (2012)*:**  
“Sustain” Initiative Area “Preserve our built history”

**Recommendation:**

Staff recommends the Historic Conservation Board take the following actions:

**I. ZONING RELIEF**

**A. VARIANCES**

1. Section 1425-19 – **APPROVE – Numerical Variance** of 6 to allow for 13 off-site parking spaces, short of the 19 spaces required for the proposed use per plans submitted by the applicant, with the following condition:
  - i. A Covenant or Easement shall be established between the subject property and 1905 Elm Street prior to issuance of the Certificate of Occupancy.

**B. CONDITIONAL USE**

1. Section 1419-21(c) – **APPROVE – Conditional Use** for an outdoor area that is larger than 50% of the size of the indoor area accessible to the public within 500 feet of a residential zoning district per plans submitted by the applicant, with the following conditions:
  - i. Only the patio area north of the proposed eating and drinking establishment shall be used for outdoor seating. No seating shall be provided along Logan Street or Central Parkway without first seeking approval.
  - ii. The rooftop decks shall only be utilized by residential and/or office tenants of the property and not the eating and drinking establishment.
2. Section 1419-21(e) – **APPROVE – Conditional Use** for an outdoor area providing outdoor entertainment, including the use of audio/visual equipment within 500 feet of a residential zoning district.
  - i. Only ambient music and live acoustical music shall be permitted on the ground level patio north of the building.

**C. SPECIAL EXCEPTION**

1. Section 1425-15(c)(3) – **APPROVE – Special Exception** for an off-site parking lease rather than a covenant or easement with the following conditions:
  - i. Property owner shall control the rights to at least **13** parking spaces within 600 feet of the property for the life of the project.

- ii. Property Owner shall initially demonstrate control for a period of at least 15 years and maintain documentation of such rights in a form approved by the City Solicitor. Said documentation shall be provided to the City of Cincinnati at any time within 3 business days of being requested to do so.
- iii. Such control shall be established prior to issuance of the first Certificate of Occupancy.
- iv. Termination or substitution of control shall be upon the prior written consent of the City. Such consent would not be withheld if an equivalency of parking spaces is provided or subsequent legislative actions reduce or eliminate the parking requirement.

D. **FINDING:** The Board makes this determination that per Section 1435-05-4:

- 1. Such relief from literal implication of the Zoning Code will not be materially detrimental to the public health, safety and welfare or injurious to property within the district or vicinity where property is located; and
- 2. Is necessary and appropriate in the interest of historic conservation so as not to adversely affect the historic architectural or aesthetic integrity of the district.

brew pub

parking &  
conditional use  
variance 12.19.17

*Included:*

- Application
- Summary of Zoning Relief Request
- Space Plan for Brew Pub
- Area Map with Labeled Parking
- Area map with Zoning Labeled
- Adjudication Letter: City
- Additional Parking Letter: Model Group
- Available Parking Letter: Findlay Market

# Summary of Zoning Relief Request

## Parking Variance

Pursuant to Chapter 1445 – Variance, Special Exceptions, and Conditional Use, the **applicant is requesting a 6 space variance.**

**Applicant already has an existing approved parking including spots across the street (22 spaces)** for residential units on the upper floors and for ground floor offices. Applicant wishes to place a brew pub in the northern portion of the ground floor commercial space requiring additional parking for that portion of the building. **Brew pub is believed to be mainly a night-time draw and to have a positive economic impact on the Findlay Market area.**

**Applicant is providing 13 spaces at 1905 Elm within 600 ft.**

**Findlay Market reports up to 38 spaces available at night in their lot** (which is within 600 ft.). Applicant is therefore requesting a 50% variance per Section 1425-23, resulting in a total additional parking need of 6 spaces as noted in the adjudication letter.

Applicant will provide those spaces at 1905 Elm Street, which is within 600 feet. **Applicant also will provide 2 spaces on site,** which may be used on occasion for a food truck, but which is not factored into parking to satisfy the requested variance.

*Of note:* **There is adequate hourly parking available across Elder Street, on which Applicant was unable to get a long-term lease or easement, but which provides a practical solution for the use.** Applicant spent countless hours looking for other parking options, looking for property to purchase for use as parking, including but not limited to talking to Applicant's neighbor to the west (Sam Adams).

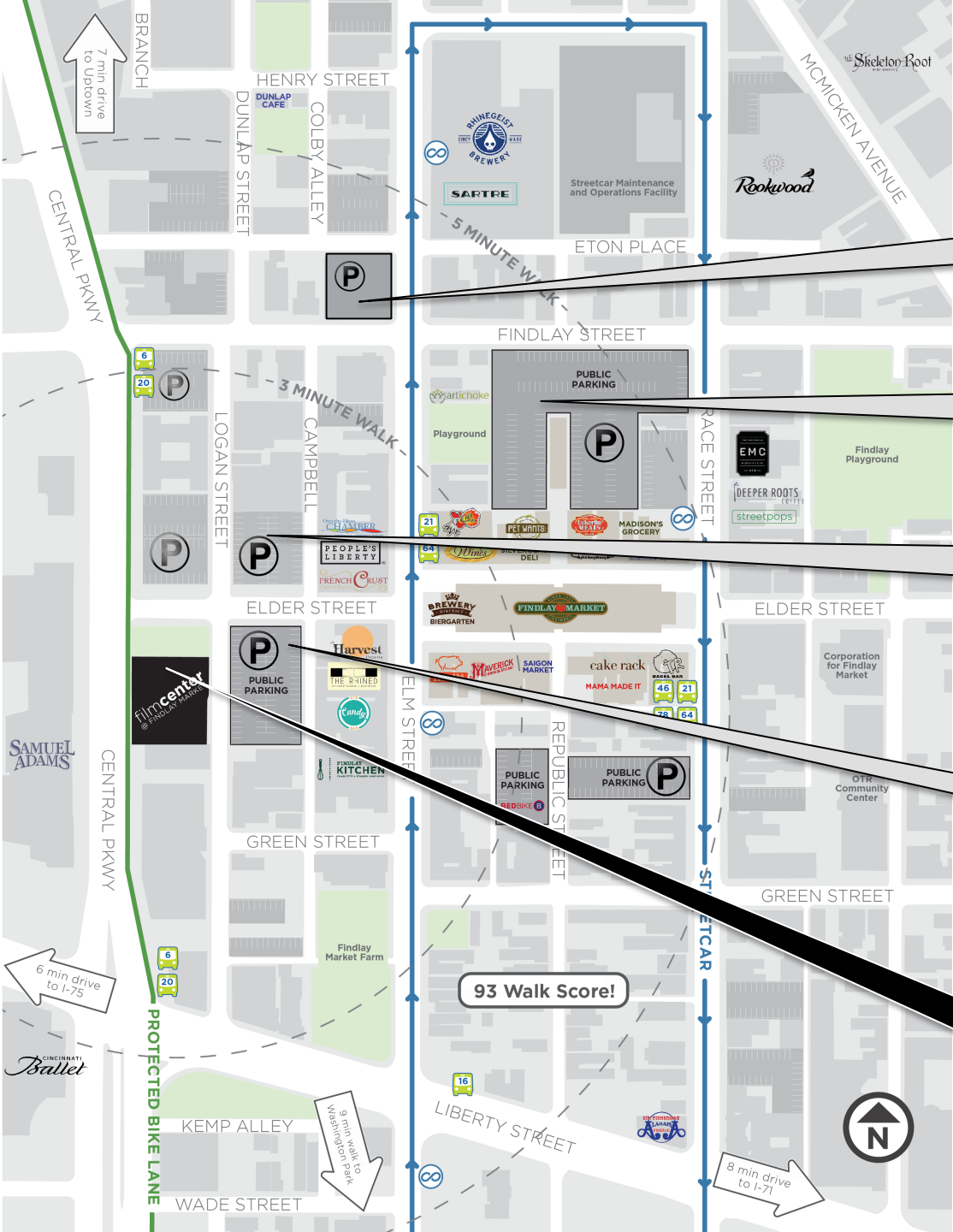
## Conditional Use Variance

Pursuant to 1419-21 **Applicant is requesting a conditional use variance to use the outdoor area as a patio because there is an RM-zoned property down the street.**

Applicant seeks the variance due to the fact that:

- (a) the patio is recessed below grade and separated by the 5-story building itself reducing the possibility of noise,
- (b) (b) the RM property is one single building across and down the street farther away from the patio and not adjacent to other RM properties,
- (c) Findlay Market and others nearby have been granted a similar variance.

# PARKING



Urban Sites property @ 1905 Elm <600' from subject property (13 spaces)

Night-time parking about half empty per Findlay Market (38 spaces)

Letter attached

New Parking which Model Group says will be available to the public for hourly parkers in early 2018

Letter attached  
From a practical, non-zoning perspective, this is in the best possible location for available night-time parking

Previously allocated to project (22 spaces)

Street parking on Central Parkway

Street Car

2 additional spots on site

These 2 spots are not included in the calculation resulting in the need for a 6-spot variance

**brew pub**





November 27, 2017

Daniel Lipson  
Chief Development Officer  
Urban Sites

Mr. Lipson,

We have learned of the potential addition of a brew pub to the Findlay Market neighborhood. As we understand this to be primarily a night-time use, and being that our Findlay lot is about half empty at night, we believe we can accommodate up to 38 more night-time parkers for this and other uses in that lot.

We are excited that this new use will continue to strengthen and drive traffic to the Market.

Thanks,

Joe Hagsbauer  
President and CEO  
Corporation for Findlay Market

PO Box 14727  
Cincinnati, OH 45250

T: 513-665-4839

F: 513-721-3480

[www.findlaymarket.org](http://www.findlaymarket.org)

November 27, 2017

Ms. Beth Johnson  
Urban Conservator  
City of Cincinnati

Dear Beth,

As you are aware, we are converting the former Mercy building at Elder & Logan into parking. Construction of this lot is underway and is slated to be completed in Q1 2018.

We were approached by the owners of the Film Center building for a long-term parking solution for their proposed brew pub use. While we cannot limit ourselves by providing a long-term lease or easement to Film Center, we will be offering hourly parking to the public on that lot for the foreseeable future and believe that can be utilized by customers frequenting the brew pub.

We are excited to see a draw such as this in the Findlay Market neighborhood, as it should help to add vibrancy to the market, as well as bolster public and private investment already made in the area.

Sincerely,



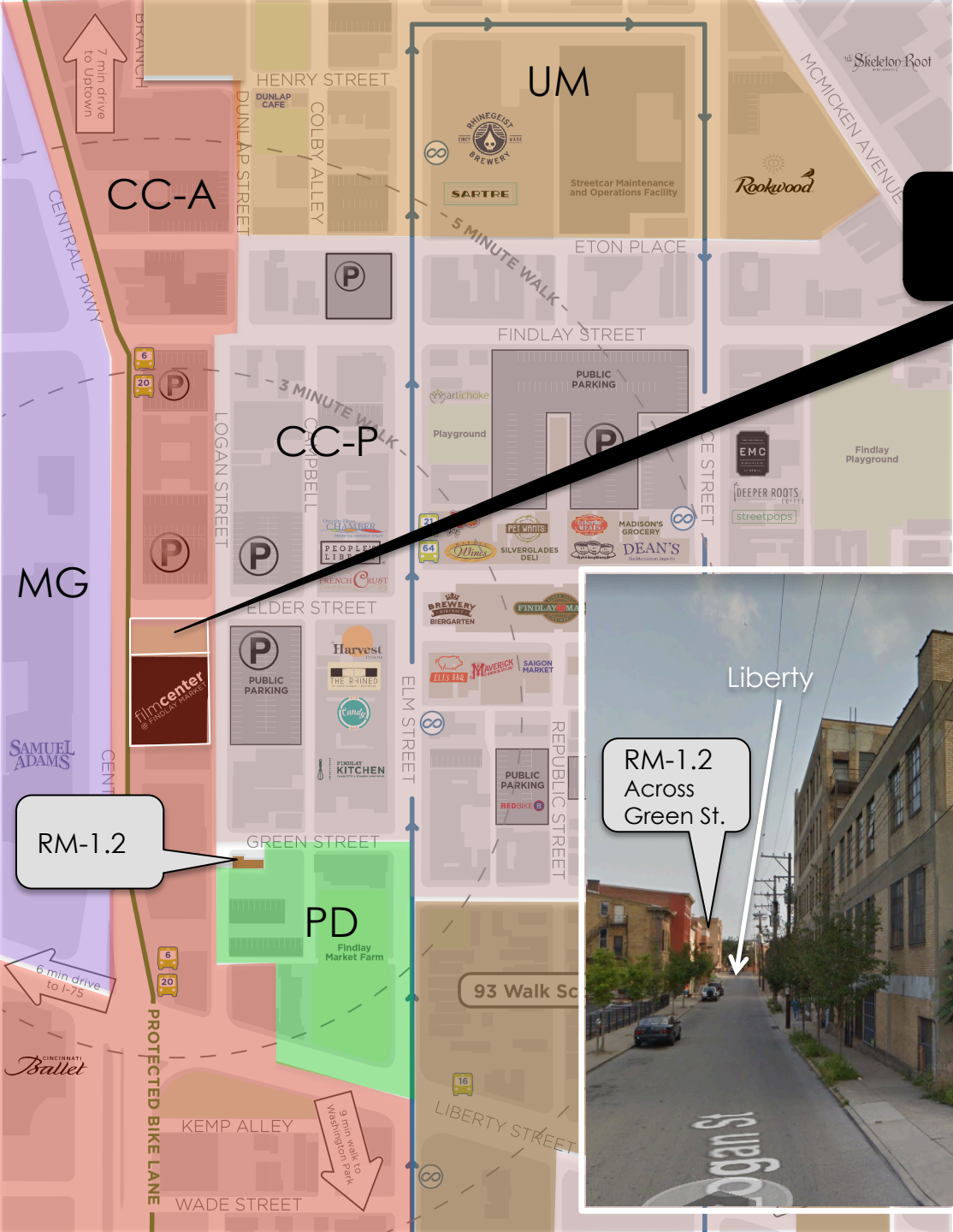
Robert L. Maly

# CONDITIONAL USE

patio

Patio is physically shielded from RM property.

- *Patio is 7' below grade (excavated to allow use on LL)*
- *5-story Film Center building blocks sound to RM property*
- *Customer area of patio is 20+ ft set back from Logan sidewalk*



RM-1.2

PD  
Findlay Market Farm

RM-1.2  
Across  
Green St.

patio

patio

planting

cornhole

ramp

parking



retaining wall is 7' high  
(patio is below grade)

THE FILM CENTER @ FINDLAY MARKET  
1632 Central Parkway  
Cincinnati, Ohio

**CITYSTUDIOS**  
ARCHITECTURE

1148 Main Street  
Cincinnati, OH 45202  
ph: 513.461.0750  
citystudiosarch.com



NOTE: rendering does not depict actual layout, therefore parking and cornhole areas overlaid to more accurately depict expected final product per current Tenant plans

**THE FILM CENTER @ FINDLAY MARKET**  
1632 Central Parkway  
Cincinnati, Ohio

**CITYSTUDIOS**  
ARCHITECTURE

1148 Main Street  
Cincinnati, OH 45202  
ph: 513 - 421 - 0750  
citystudiosarch.com



11 Centennial Plaza  
 805 Central Avenue, Suite 500  
 Cincinnati, Ohio 45202  
 Monday - Friday 7:30 am - 4 pm  
 513-352-1559  
[Boards@cincinnati-oh.gov](mailto:Boards@cincinnati-oh.gov)

# ZONING HEARING EXAMINER

## Application for Zoning Relief

Office Use Only  
 Case Number: \_\_\_\_\_

Hearing Date: \_\_\_\_\_

**Section 1. SUBJECT PROPERTY**  
 ADDRESS 1632 Central Parkway \_\_\_\_\_ COMMUNITY OTR \_\_\_\_\_  
 PARCEL ID(S) \_\_\_\_\_  
 BASE ZONING CLASSIFICATION \_\_\_\_\_ ZONING OVERLAY (if applicable) \_\_\_\_\_  
 Non-Residential Project     Residential Project (RCO) One -, Two -, and Three- Family Dwelling

**Section 2. APPLICANT**  
 NAME FILM CENTER LLC    CONTACT PERSON (if legal entity) Daniel Lipson (Urban Sites)  
 ADDRESS 1209 Sycamore Street    CITY Cincinnati    STATE OH    ZIP 45202  
 EMAIL danny@urbansites.com    RELATIONSHIP TO OWNER (if not owner) \_\_\_\_\_  
 TELEPHONE 513 621 6246

**Section 3. OWNER**  
 NAME FILM CENTER LLC    CONTACT PERSON (if legal entity) \_\_\_\_\_  
 ADDRESS \_\_\_\_\_    CITY \_\_\_\_\_    STATE \_\_\_\_\_    ZIP \_\_\_\_\_  
 EMAIL \_\_\_\_\_    RELATIONSHIP TO OWNER (if not owner) \_\_\_\_\_  
 TELEPHONE \_\_\_\_\_

**Section 4. NATURE OF RELIEF REQUESTED.** (select all that apply)  
 Variance     Use Variance     Special Exception     Conditional Use  
 Expansion or Substitution of Non Conforming Use     Hillside Overlay District Permission  
 Urban Design Overlay District Permission     DD District Phased Development Approval

**Section 5. BRIEF DESCRIPTION OF PROPOSED PROJECT** (Do not write "see attached" or leave blank. You may attach a longer statement to this application if the space provided is insufficient to describe your proposed project)  
 Parking variance for 1632 Central Parkway ("The Film Center") & conditional use variance for an outdoor patio.  
 \_\_\_\_\_  
 \_\_\_\_\_

**Section 6. SUMMARY OF REASONS WHY RELIEF SHOULD BE GRANTED.**  
 You must provide a written statement explaining how the proposed project meets the standards for all relief requested. Separate instructions for preparing this statement are attached. If you fail to follow the instructions for your type of request, your application may be denied.

**Section 7. SIGNATURE.** The undersigned does hereby certify that the information provided in connection with this application is, to the best of his or her knowledge, true and correct.

Print Name Daniel Lipson, Urban Sites    Signature     Date 11 / 27 / 17



**ADJUDICATION/DENIAL LETTER**

Date: 11/22/2017  
 Location: 1632 Central Parkway  
 Request: Parking  
 Zoning District: CC-A/Over-theRhine Historic Conservation Overlay Zone

Applicant Name: Danny Lipson

The City of Cincinnati appreciates receiving your information regarding your proposed project. The purpose of this letter is to inform you that your proposed project will be required to get Zoning Variance and Special Exception for parking from the Historic Conservation Board as it is within a Historic Conservation Overlay Zone.

All documents under the Historic Conservation Board Review and Required for all New Construction, Major Alterations and Additions section **that are checked** are a required part of the submission and the submission will not be considered complete unless all of these documents are included. Please submit **only** 3 copies application and all documents that are required. You will be required to submit 10 copies of the packet closer to the date of the Historic Conservation Board meeting. When you submit the copies of the application, the Documents Required Sheet must be submitted as well. **A \$500.00 fee is required with the submission as well.** The next deadline is November 27, 2017 for the January 8, 2018 Historic Conservation Board Meeting.

Your request also does not comply with the City of Cincinnati Zoning Code for the following reason(s):

- 1425-19: Off Street Parking and Loading requirements. The applicant needs to request a variance of 9 spots total for the project.**

44 Apartments	1 space per unit	44 spots
5432sf of office	1 space for 400sf	14 spots
1318sf of general production	1 space for 1000sf	1 spot
5467sf Bar/Restaurant	1 space for 150sf	36 spots
Total spots		95 spots

1425-23(a) Reduced Parking	600 feet of Findlay Market upto 50% reduction	<b>47 spots required</b>
----------------------------	---	--------------------------

Existing approved lease	Findlay Market (except weekend days)	22 spots
On-site	1632 Central Parkway	2 spots
Off-site covenant/lease	1905 Elm Street	14 spots
		<b>38 spots provided</b>

- 1419-21 (c): Limited or Full Service Restaurants- Maximum Size of outdoor area. Within 500 feet of a residential district boundary, the outdoor area may not exceed 50 percent of the indoor area accessible to the public. A Conditional Use Permit is required.**
- 1419-21 (e): Limited or Full Service Restaurants- Entertainment. Within 500 feet of a residential district boundary line, entertainment is prohibited unless a Conditional Use approval is obtained.**



The 3 copies of the applications and documents required will be turned into the *Law Department- Office of Administrative Boards*. Their office is located on the 5<sup>th</sup> floor of 805 Central Avenue in the Permit Center. It is highly encouraged that you make an appointment for submission to guarantee that your submission will be accepted by the deadline. Appointments can be made with Kasandra Maynes at 513-352-1559.

You may also contact me at the information listed below with historic conservation or zoning questions, concerns or to make an appointment.

Sincerely,

Beth Johnson  
Urban Conservator  
(p): 513-352-4848  
(e): [beth.johnson@cincinnati-oh.gov](mailto:beth.johnson@cincinnati-oh.gov)

---

---

## APPLICATION FOR CERTIFICATE OF APPROPRIATENESS HISTORIC CONSERVATION BOARD PUBLIC HEARING STAFF REPORT

---

APPLICATION #: COA2017084  
APPLICANT: Lou Bastch, Beneli and Batsch Architects  
OWNER: 1921 Vine LLC  
ADDRESS: **1921 Vine Street**  
PARCELS: 095-0003-0078  
ZONING: CC-P  
OVERLAYS: Over-the-Rhine Historic District  
COMMUNITY: Over the Rhine  
REPORT DATE: December 28, 2017  
HEARING DATE: January 8, 2018  
STAFF REVIEW: Beth Johnson, Urban Conservator

---

### **Nature of Request:**

The applicant is requesting a Certificate of Appropriateness (COA) to construct a rear roof deck over the addition and to change the rear façade to accommodate for a garage door.

### **Existing Conditions**

The existing building is two story brick residential building built in the 1880s. The building is a second empire Victorian building with the defining mansard roof that fronts the second floor. The building sits on a slope and the rear has a two story portion which has a basement level and first floor that is the same level of the first floor on the front. While there is not a rear alley, the rear of the building is access from an access easement.

### **Proposed Conditions**

The applicant is proposing to modify 1921 Vine St.

- Build a rear roof deck off rear two story (basement and 1<sup>st</sup> floor) portion of the building. The entrance to the roof deck will be front the second floor.
- Install a garage door on the rear façade to take the place of an existing window and door opening. The door will be a metal carriage style door with panels and windows.
- Install Pella Proline series aluminum clad wood windows.



Figure 1: 1921 Vine Street. Image provided by applicant.



Figure 2: 1921 Vine Street context map. Image provided by Cagis Maps.

**Previous Reviews:** N/A

**Applicable Zoning Code Sections:**

Zoning District: [Section 1409](#) CC-P  
HCB authority: [Section 1435-05-4](#)  
Overlays: [Section 1435](#) Historic Preservation  
Historic District/Reg: Over the Rhine Historic District  
COA Standard: [Section 1435-09-2](#) COA; Standard of Review

**Zoning Review**

There is no zoning relief required for the building. The building is a vacant single family residence and the proposed use is a single family residence.

**Certificate of Appropriateness Review:**

A Certificate of Appropriateness is required for the rear deck.

**Comments on Applicable Guidelines**

**Rehabilitation**

**B. SPECIFIC GUIDELINES**

2. Door and Window Openings: Among the most important features of any building are its openings — its windows and doors. The size and location of openings are an essential part of the overall design and an important element in the building's architecture. Don't alter or fill-in original openings. Roll down shutters and metal bar systems installed on the exterior of the building that cover door and window openings are not appropriate.

*While the guidelines state that openings should not be altered or filled in, there is also the allowance for flexibility and creativity of design for the reuse of buildings. The buildings in OTR were built before cars and therefore there was not an allowance in the design for cars. While buildings should not have major changes on the building to react to the car, being able to provide off street parking by changing a non-visible façade on a building is being both sensitive to the design and integrity of the architecture while responding to the parking needs of Over-the-Rhine and the urban core.*

**Site Improvements**

**B. SPECIFIC GUIDELINES**

4. Decks: Wood decks should be stained or painted. Rooftop decks should not be highly visible from the principal façade. Metal balconies should not be discouraged.

*The proposed deck is in the rear of the property and while technically a roof deck, it is not on the main roof of the building is not visible from the street.*

**Other Considerations:** N/A

**Prehearing Results:** A prehearing was held on December 20, 2017. The applicant was present.

**Comments Provided to Staff:** N/A

**Consistency with *Plan Cincinnati (2012)*:**  
“Sustain” Initiative Area “Preserve our built history”

**Recommendation:**

Staff recommends the Historic Conservation Board take the following actions:

**I. CERTIFICATE OF APPROPRIATENESS**

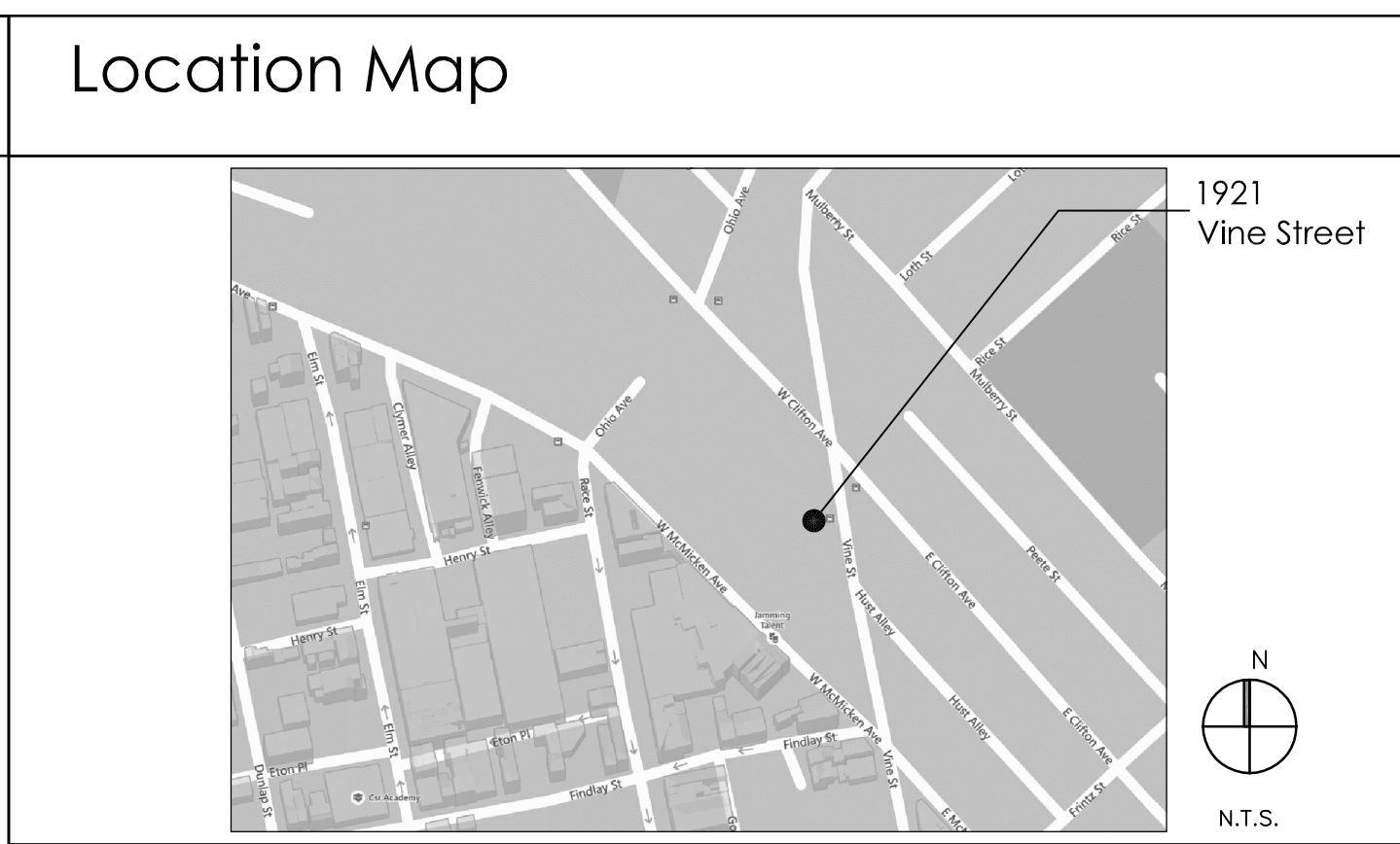
A. **APPROVE** a Certificate of Appropriateness for 1921 Vine Street for a rear roof deck and a garage door on the rear facade per plans submitted by Benelli & Batsch Architects dated 11/20/2017 with the following condition.

1. Building permits must be issued within 2 years of the decision date of the COA will expire.

B. **FINDING:** The Board makes this determination per Section 1435-09-2:

1. That the property owner has demonstrated by credible evidence that the proposal substantially conforms to the applicable conservation guidelines.

Abbreviations	
ACT	ACOUSTICAL TILE
AFF	ABOVE FINISHED FLOOR
ALUM	ALUMINUM
BD	BOARD
BLDG	BUILDING
BLKG	BLOCKING
BO	BY OWNER
C	CARPET
CH	CEILING HEIGHT
CL	CENTER LINE
CLG	CEILING
COL	COLUMN
CONC	CONCRETE
CONT	CONTINUOUS
DH	DOUBLE HUNG
DIAG	DIAGONAL
DIAM	DIAMETER
DIM	DIMENSION
DWG	DRAWING
E	EAST
EP	ELECTRICAL PANEL
EXG	EXISTING
ELEC	ELECTRICAL
ELEV	ELEVATOR OR ELEVATION
EQ	EQUAL
EXT	EXTERIOR
FF	FINISHED FLOOR
FIN	FINISH
FLR	FLR
FLUOR	FLUORESCENT
FT	FOOT
GA	GAUGE
GC	GENERAL CONTRACTOR
GL	GLASS/GLAZING
GRFC	GYP SUM REINFORCED FIBERGLASS COVE
GWB	GYP SUM BOARD
GYP	GYP SUM
HOR	HORIZONTAL
HB	HOSE BIB
HC	HOLLOW CORE
HM	HOLLOW METAL
HT	HEIGHT
HTG	HEATING
HVAC	HEATING, VENTILATION, AIR CONDITIONING
ID	INSIDE DIAMETER
INS	INSULATE, INSULATION
INT	INTERIOR
JC	JANITOR CLOSET
L	LENGTH
LAM	LAMINATE
LAV	LAVATORY
MAX	MAXIMUM
MDO	MEDIUM DENSITY OVERLAY
MECH	MECHANICAL
MIN	MINIMUM
MTL	METAL
N	NORTH
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OPG	OPENING
OPP	OPPOSITE
PL	PROPERTY LINE
PLAM	PLASTIC LAMINATE
PLAS	PLASTIC
PLYWD	PLYWOOD
PT	PRESSURE TREATED
PTD	PAINTED
PVC	POLY VINYL CHLORIDE
R	RADIUS
RE	REFER TO
REF	REFERENCE
RO	ROUGH OPENING
REQ'D	REQUIRED
REV	REVISION
S	SOUTH
SD	SMOKE DETECTOR
SEC	SECTION
SF	SQUARE FOOT
SHT	SHEET
SIM	SIMILAR
SPEC	SPECIFICATION
SQ	SQUARE
SS	STAINLESS STEEL
SSD	SEE STRUCTURAL DRAWINGS
STL	STEEL
TE	TOILET/BATH EXHAUST
TH	THICKNESS
TME	TO MATCH EXISTING
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
VCT	VINYL COMPOSITION TILE
VIF	VERIFY IN FIELD
W	WITH
WC	WATER CLOSET
WD	WOOD
WP	WATERPROOF



### Zoning Info

**ZONING:** CC-P OTR HISTORIC CUF

**PARCEL:** VINE ST 25.65 X 64.88 IRR WS VINE ST 163.88 FT S OF CLIFTON AVE

**PARCEL ID:** 095-0003-0078-00 (1921 VINE ST)

**EXISTING USE:** R2 RESIDENTIAL USE

**PROPOSED USE:** R2 RESIDENTIAL USE

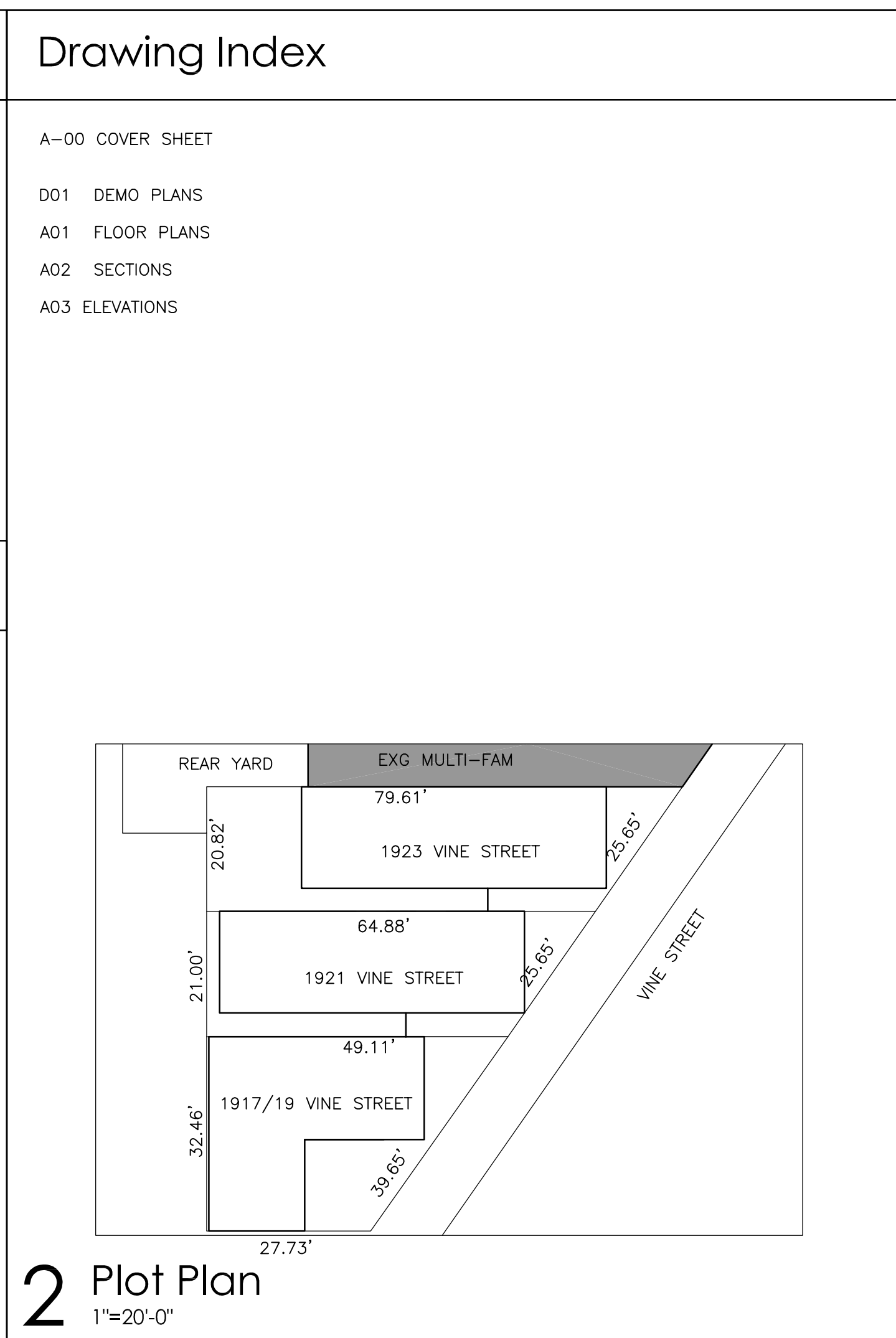
**CONSTRUCTION CLASSIFICATION:** MASONRY III-B

**EXISTING HT OF STRUCTURE:** 28.5 FEET, 3 STORY

**PROPOSED HT OF STRUCTURE:** NO CHANGE

**EXISTING GROSS SF:** 1977 SF (706SF + 730SF + 541SF)

**PROPOSED GROSS SF:** NO CHANGE



**BENELLI & BATSCCH ARCHITECTS**  
 5830 MARLBOROUGH DRIVE CINCINNATI OHIO 45230 P 513.624.7391 F 513.624.7392

### Building Dept Notes

**DESIGN LOADS:**  
 SNOW 20PSF  
 WIND 90MPH  
 FLOOR 40PSF  
 SOIL BEARING 1500 PSF (ASSUMED)

**FRAMING:**  
 ALL FRAMING LUMBER SOUTHERN PINE #2  
 ALL JOISTS AND RAFTERS SIZED PER CODE SO AS NOT TO EXCEED MAX DEFLECTIONS:  
 FLOOR JOISTS/BEAMS L/360  
 ROOF BEAMS L/240  
 RAFTERS W/ CLG L/240  
 RAFTERS W/O CLG L/180

PRESSURE TREAT ALL LUMBER <6" ABOVE GRADE

FASTEN RAFTERS TO RESIST MIN 175 LB UPLIFT AND AS INDICATED ON DWGS.

**CONCRETE:**  
 MINIMUM COMPRESSIVE STRENGTH OF CONCRETE AS FOLLOWS:  
 2500 PSI @ FLOORS  
 2500 PSI @ NEW CONC PORCH/DECK FOOTINGS  
 3000 PSI @ WALLS  
 4500 PSI @ EXTERIOR

WITH 5-7% AIR ENTRAINMENT AT FOUNDATIONS/ GARAGE FLOORS AND EXTERIORS

FOOTINGS SHALL REST ON UNDISTURBED SOIL- MIN 30" DEEP BELOW FINISH GRADE.

PROVIDE FOUNDATION ANCHORS 72"OC & 12" FROM CORNER MAX FOR 8"W FOUNDATION WALLS. EMBED 1/2" ANCHORS 7" MIN.

PIN NEW FOUNDATION WALLS TO EXG WALLS PER DETAILS.

SLOPE GRADE MIN 6"N 10FT FROM BUILDING (3:1 SLOPE MAX)

**SITE CONDITIONS:**  
 IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ANY AND ALL DIMENSIONS, SITE CONDITIONS, WALL HEIGHTS, ROOF SLOPES, AND UTILITY LOCATIONS. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES WITH THE CONSTRUCTION DOCUMENTS PRIOR TO CONSTRUCTION.

**REQUIRED INSPECTIONS:**  
 CONTACT BLDG DEPT (24 HOURS MINIMUM NOTICE)  
 CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SCHEDULING ALL REQUIRED INSPECTIONS FOR SCOPE OF WORK INDICATED, INCLUDING:  
 FRAMING INSPECTION & INITIAL FIRE STOP INSPECTION  
 MECHANICAL, PLUMBING AND ELECTRICAL ROUGH INSPECTIONS  
 FRAMING INSPECTION  
 INSULATION INSPECTION AND BALANCE OF FIRE STOP INSPECTION  
 FINAL INSPECTIONS  
 CERTIFICATE OF OCCUPANCY

NO WORK SHALL PROCEED UNTIL ALL REQUIRED PERMITS HAVE BEEN OBTAINED

**ARCHITECT**  
 LOU BATSCCH  
 BENELLI & BATSCCH ARCHITECTS  
 5830 MARLBOROUGH DR.  
 CINCINNATI, OH 45230  
 P: (513) 624-7391  
 E: LBATSCCH@BBARCHS.COM

**CONTRACTOR**  
 GREG COLE  
 ACANTHUS GROUP  
 14 WEST 15TH STREET  
 CINCINNATI, OH 45202  
 P: (513) 604-9369  
 E: GCOLE@THEACANTHUSGROUP.COM

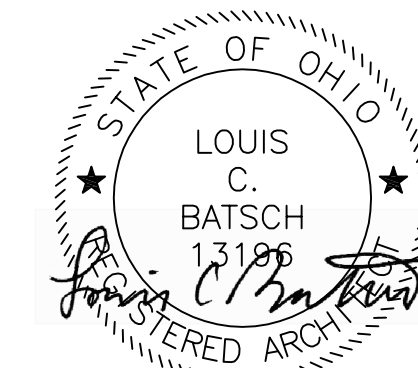
**OWNER**  
 1921 VINE LLC  
 1333 PARK RIDGE PL  
 CINCINNATI OH 45208  
 P: (513) 604-9369  
 E: GCOLE@THEACANTHUSGROUP.COM

### Drawing Symbols and Keys

	EXISTING MASONRY WALL		SECTION TAG
	EXISTING PARTITION TO BE REMOVED		ELEV TAG
	EXISTING PARTITION		PLAN DETAIL TAG
	NEW PARTITION- SEE NOTES		SECTION DETAIL TAG
	NEW DOOR SEE SCHEDULE FOR ADDITIONAL INFO		ELEVATION TAG
	NEW WINDOW SEE SCHEDULE FOR ADDITIONAL INFO		DOOR CENTERLINE
	ROOM NAME FINISHES-SEE SCHEDULE NOMINAL ROOM SIZE		ELEVATION DATUM
	CLG HT AFF CLG FINISH		NORTH ARROW
	MILLWORK NUMBER- SEE MILLWORK SCHEDULE		
	PLUMBING FIXTURE- SEE PLUMBING SCHEDULE SEE A-11		
	DRAWING NOTE		

### General Construction Notes

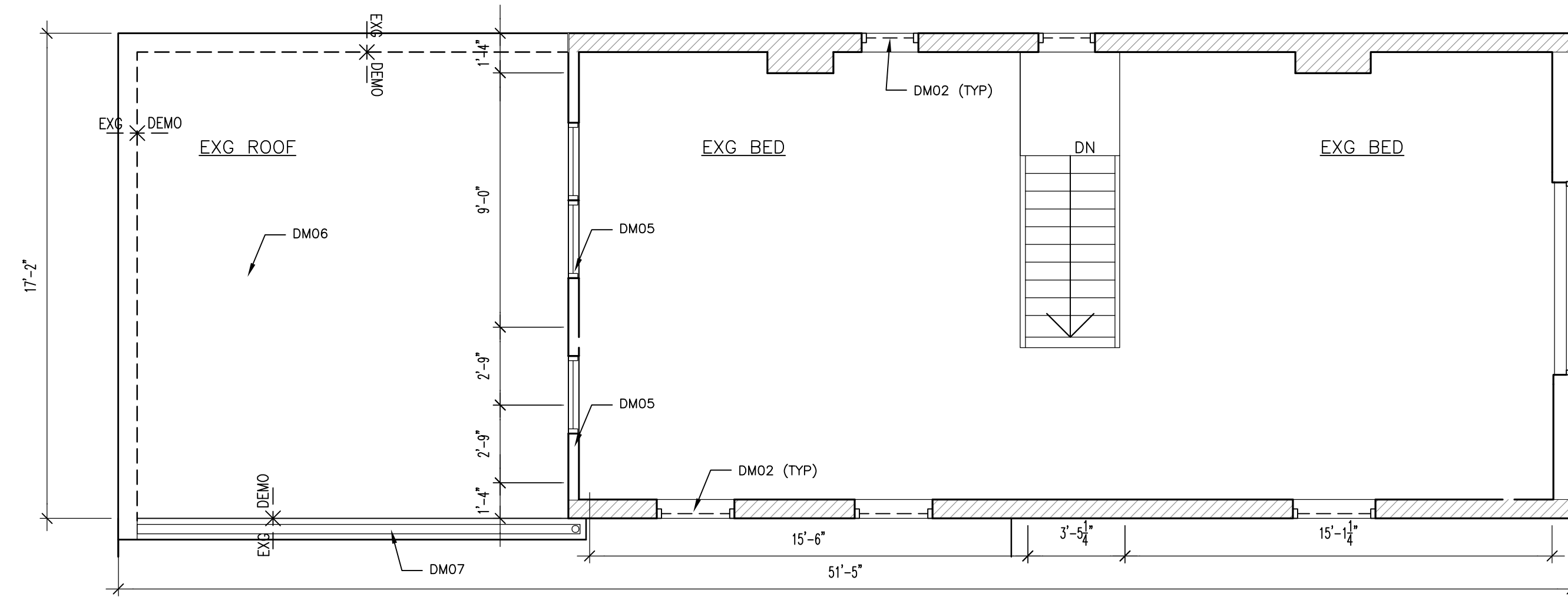
- ALL WORK, INCLUDING MATERIAL STRESSES AND METHODS OF CONSTRUCTION, SHALL CONFORM TO THE 2013 RESIDENTIAL CODE, FIRE DEPT. REGULATIONS, UTILITY COMPANY REQUIREMENTS AND THE BEST TRADE PRACTICES.
- CONTRACTOR SHALL CHECK AND VERIFY ALL EXISTING CONDITIONS AND CHECK ALL DIMENSIONS OF THE BUILDING IN THE FIELD BEFORE STARTING THE WORK. REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO THE START OF WORK.
- CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED BUILDING DEPARTMENT PERMITS, AND FILE ALL REQUIRED INSURANCE CERTIFICATES PRIOR TO THE START OF WORK.
- CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED INSPECTIONS.
- CONTRACTOR SHALL COORDINATE HIS/HER WORK WITH THAT OF OTHER CONTRACTORS AND SUPPLIERS. CONTRACTOR SHALL LAY OUT HIS OWN WORK AND PROVIDE DIMENSIONS REQUIRED FOR OTHER TRADES. DO NOT SCALE DRAWINGS.
- THE CONTRACTOR SHALL PROVIDE ALL CUTTING, PATCHING, AND REPAIRING AS REQUIRED TO PERFORM THE WORK AS INDICATED IN THE DRAWINGS. ALL SURFACES OPENED FOR THE INSTALLATION OF WORK, AND ALL AREAS DAMAGED DURING THE COURSE OF CONSTRUCTION SHALL BE REPAIRED TO THEIR ORIGINAL CONDITION BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- ALL EXISTING CONSTRUCTION TO REMAIN SHALL BE PROTECTED DURING DEMOLITION AS REQUIRED.
- ALL DRAWINGS, SPECIFICATIONS AND CONSTRUCTION NOTES ARE COMPLIMENTARY, AND WHAT IS CALLED FOR BY ONE SHALL BE BINDING AS IF CALLED FOR BY ALL. ANY WORK SHOWED OR CALLED FOR ON ANY DOCUMENT SHALL BE PROVIDED AS THOUGH SHOWN ON ALL. MINOR DETAILS NOT USUALLY SHOWN OR SPECIFIED, BUT REQUIRED FOR THE PROPER CONSTRUCTION OF ANY PART OF THE WORK SHALL BE INCLUDED AS IF THEY WERE INDICATED IN THE DRAWINGS.
- THE CHARACTER AND SCOPE OF THE WORK ARE ILLUSTRATED BY THE DRAWINGS. TO INTERPRET AND EXPLAIN THE DRAWINGS OTHER INFORMATION DEEMED NECESSARY BY THE ARCHITECT WILL BE FURNISHED TO THE CONTRACTOR WHEN AND AS REQUIRED BY THE WORK. IT IS TO BE UNDERSTOOD THAT THE SAID ADDITIONAL DRAWINGS ARE TO BE OF EQUAL FORCE WITH THE DRAWINGS AND SHALL BE CONSIDERED AS FORMING PART OF THESE NOTES TO WHICH THEY RELATE.
- CONTRACTOR SHALL NOT OBSTRUCT ACCESS TO STAIRS, ENTRANCES OR MEANS OF EGRESS.
- CONTRACTOR SHALL MAINTAIN THE SECURITY AND WEATHER TIGHTNESS OF THE BUILDING.
- CONTRACTOR SHALL NOTIFY THE OWNER AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF WORK WHICH WILL AFFECT THE EXISTING UTILITIES/SERVICES, AND OBTAIN THE OWNERS APPROVAL BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL COORDINATE ALL WORK PROCEDURES WITH THE STIPULATIONS OF LOCAL AUTHORITIES.
- ALL DIMENSIONS IN PLAN ARE TO FINISHED CONSTRUCTION U.O.N..
- CONTRACTOR SHALL REPORT ANY DISCREPANCIES BETWEEN THIS CONTRACT DOCUMENT AND FIELD CONDITIONS OR CONTRACT DOCUMENTS ISSUED BY OTHERS PRIOR TO THE START OF WORK.
- CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE BUILDING CODE, STATE LABOR LAWS, AND ALL REGULATIONS OF ALL GOVERNMENT AGENCIES HAVING JURISDICTION OVER THIS WORK. ALL PERMITS SHALL BE PROPERLY DISPLAYED.
- ALL ELECTRICAL WORK SHALL BE UNDER THE SUPERVISION OF A LICENSED ELECTRICIAN, ALL PLUMBING WORK SHALL BE UNDER THE SUPERVISION OF A LICENSED PLUMBER. CONTRACTOR SHALL ARRANGE FOR AND OBTAIN ALL REQUIRED INSPECTIONS AND SIGN-OFFS. ALL PIPING AND WIRING TO BE REMOVED SHALL BE REMOVED TO A CONCEALED LOCATION AND PROPERLY CAPPED OR PLUGGED.
- CONTRACTOR SHALL BRING ANY QUESTIONABLE CONDITIONS TO THE ATTENTION OF THE ARCHITECT PRIOR TO DEMOLITION. PROVIDE TEMPORARY BRACING AND SHORING AS REQUIRED. DO NOT ALTER OR REMOVE ANY STRUCTURAL MEMBERS EXCEPT AS INDICATED ON DRAWINGS. THE CONTRACTOR SHALL DESIGN AND INSTALL ADEQUATE SHORING AND BRACING FOR ALL STRUCTURAL OR REMOVAL TASKS. THE CONTRACTOR SHALL HAVE SOLE RESPONSIBILITY FOR ANY DAMAGES OR INJURIES CAUSED BY OR DURING THE EXECUTION OF THE WORK.
- NOISE LEVELS ARE TO BE KEPT TO A MINIMUM AT ALL TIMES.
- NOT USED
- DUST CONTROL IS TO BE MAINTAINED AT ALL TIMES SO AS TO CONFINE DUST TO THE AREA OF CONSTRUCTION.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE LEGAL DISPOSAL OF ALL CONSTRUCTION REFUSE. CLEAN AND REMOVE ALL CONSTRUCTION DEBRIS FROM THE BUILDING AND DISPOSE OF PROPERLY ON A DAILY BASIS.
- SITE SECURITY SHALL BE MAINTAINED AT ALL TIMES.
- ALL ON-SITE BUILDING MATERIALS SHALL BE STORED IN AN ORDERLY FASHION IN A LOCKED AREA. FLAMMABLE MATERIALS SHALL BE USED AND STORED IN A WELL VENTILATED AREA. STORE FLAMMABLE MATERIALS TIGHTLY SEALED IN THEIR ORIGINAL CONTAINERS.
- PENETRATION IN OPENINGS OF WALL PARTITIONS OR FLOORS FOR PIPE SLEEVES, ELECTRIC DEVICES ETC. SHALL BE PACKED SEALED. SEAL LINES OR OTHERWISE ISOLATE TO MAINTAIN WEATHER TIGHT SEAL.
- THE CONTRACTOR SHALL NOT PERFORM ANY WORK WHICH ADVERSELY AFFECTS THE STRUCTURAL STABILITY OF THE BUILDING AND SHALL NOT ALTER ANY STRUCTURAL ELEMENT UNLESS DETAILED AND SHOWN ON APPROVED PLANS



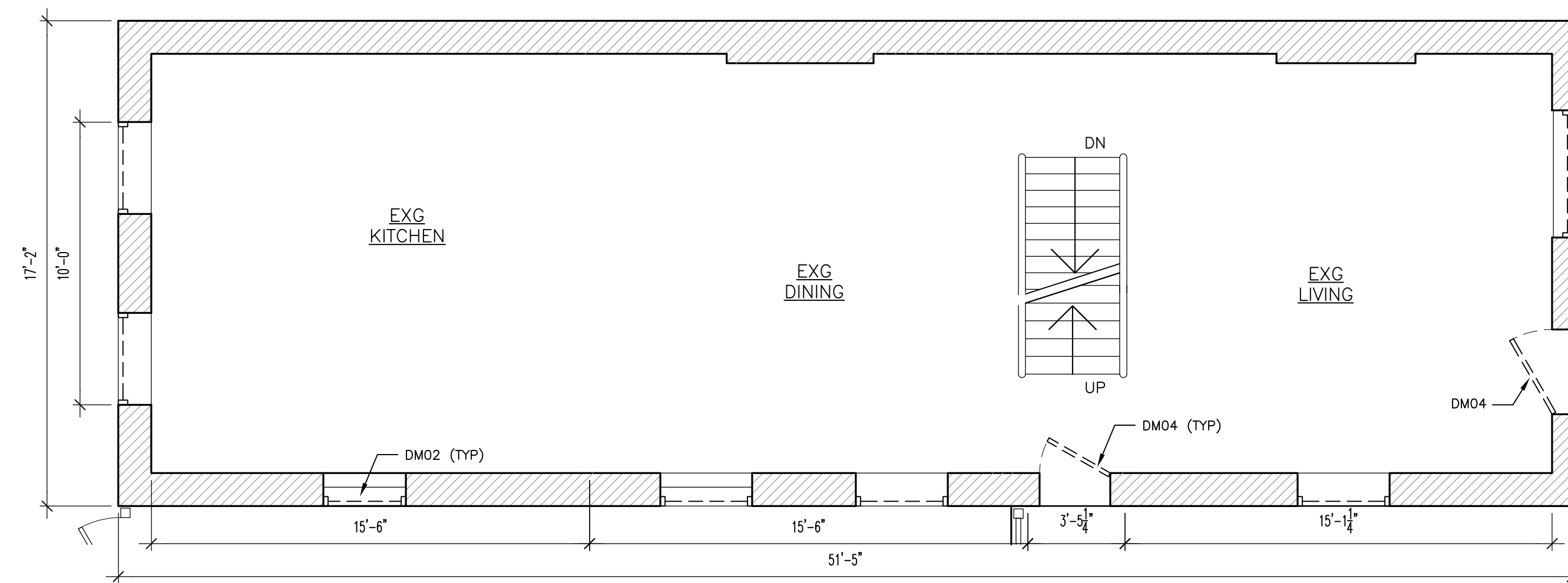
LOUIS C. BATSCCH LICENSE #13196  
 EXPIRES 12/31/2017

11-10-17 TEIR 2 PERMIT REVIEW SET

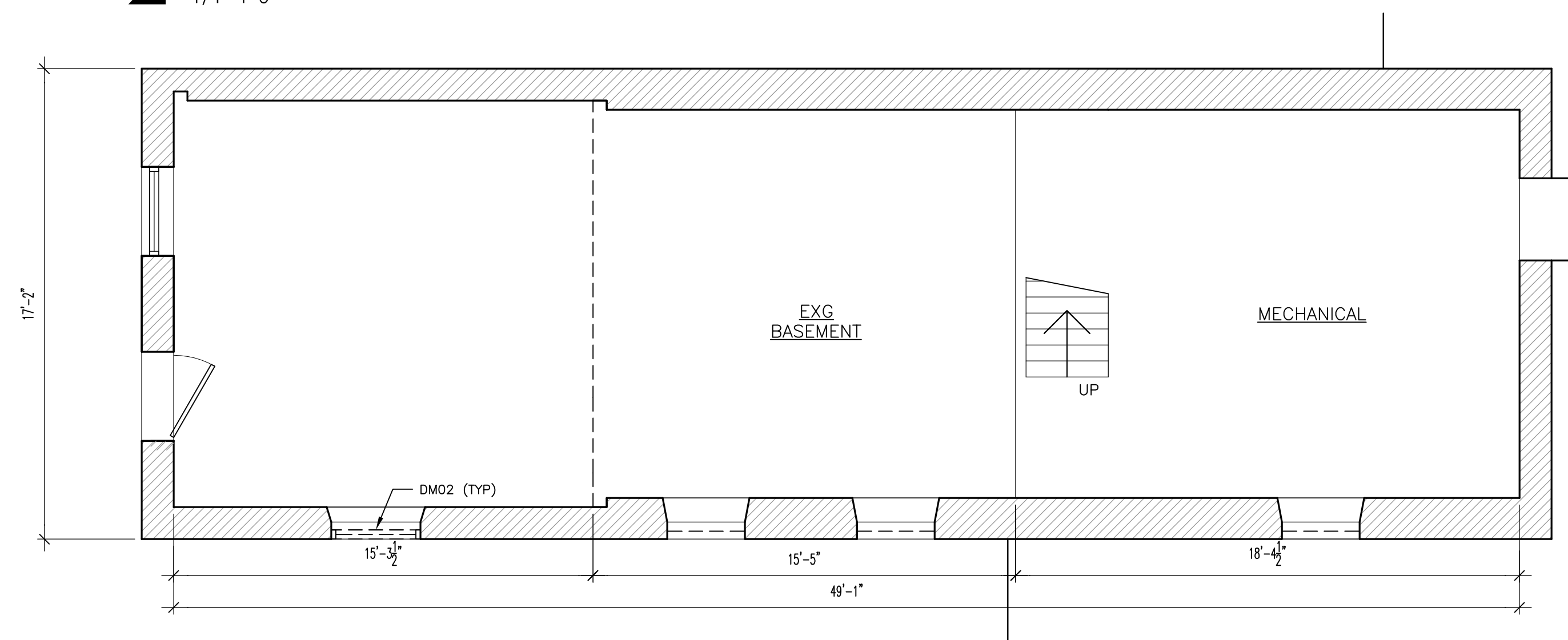
1921 Vine Street Renovation	
1921 Vine Street, Cincinnati, OH 45202 Owner: Mr. Greg Cole & Mr. Angelo Pusateri	
Cover Sheet	
Scale as Noted	A-00
November 10, 2017	



**1** Second Floor Demo Plan  
 1/4"=1'-0"



**2** First Floor Demo Plan  
 1/4"=1'-0"



**3** Basement Demo Plan  
 1/4"=1'-0"

Demo Notes

- DM01 REMOVE EXISTING MASONRY WALL - INSTALL TEMPORARY SHORING AS REQUIRED TO MAINTAIN STRUCTURAL STABILITY - INSTALL NEW STRUCTURAL FRAMING AS NOTED - SEE AG1. (TO BE FILED SEPARATELY)
- DM02 REMOVE EXISTING WINDOWS (TYP @ 1921 VINE ST)
- DM03 REMOVE EXISTING SLAB - EXCAVATE ±18" INCHES THROUGHOUT AS REQUIRED TO INSTALL NEW SLAB LEVEL WITH GRADE AT REAR WALL - PRIOR TO EXCAVATION REVIEW FOUNDATION/FOOTING CONDITION WITH STRUCTURAL ENGINEER TO CONFIRM THAT EXCAVATION WILL NOT AFFECT THE STABILITY OF THE STRUCTURE. (TO BE FILED SEPARATELY)
- DM04 REMOVE EXG DOOR (SALVAGE HISTORIC DOORS FOR RE-INSTALLATION IF POSSIBLE)
- DM05 REMOVE EXG WALL - PROVIDE TEMPORARY SHORING AS REQUIRED
- DM06 REMOVE EXISTING ROOF AND FRAMING - MAINTAIN WEATHER-TIGHTNESS OF STRUCTURE
- DM07 EXISTING FRAMING AT PARAPET/ BOX GUTTER TO REMAIN



1921 VINE FRONT FACADE



1919/1921/1923/1925 VINE STREET

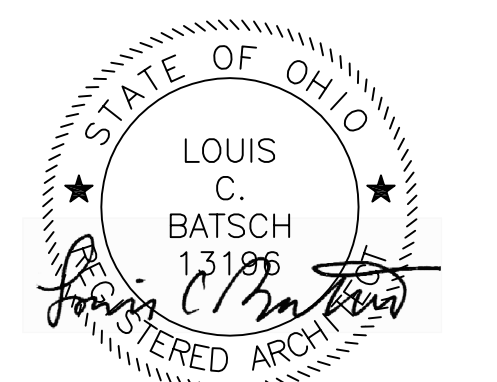


1921 VINE REAR FACADE



1921 VINE REAR/ SIDE FACADE

Existing Conditions



LOUIS C. BATSCH LICENSE #13196  
 EXPIRES 12/31/2017

11-10-17 TEIR 2 PERMIT REVIEW SET

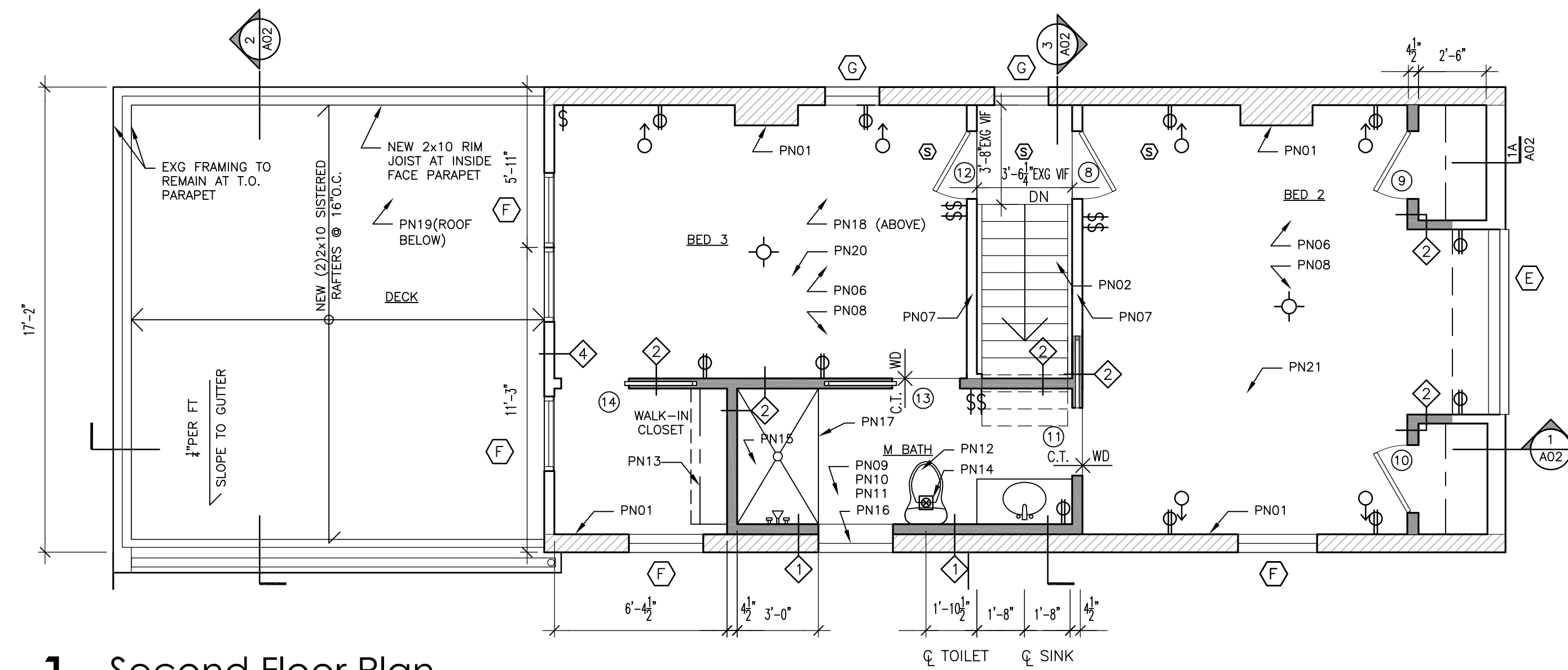
1921 Vine Street Renovation  
 1921 Vine Street, Cincinnati, OH 45202  
 Owner: Mr. Greg Cole & Mr. Angelo Pusateri

Demo Plans

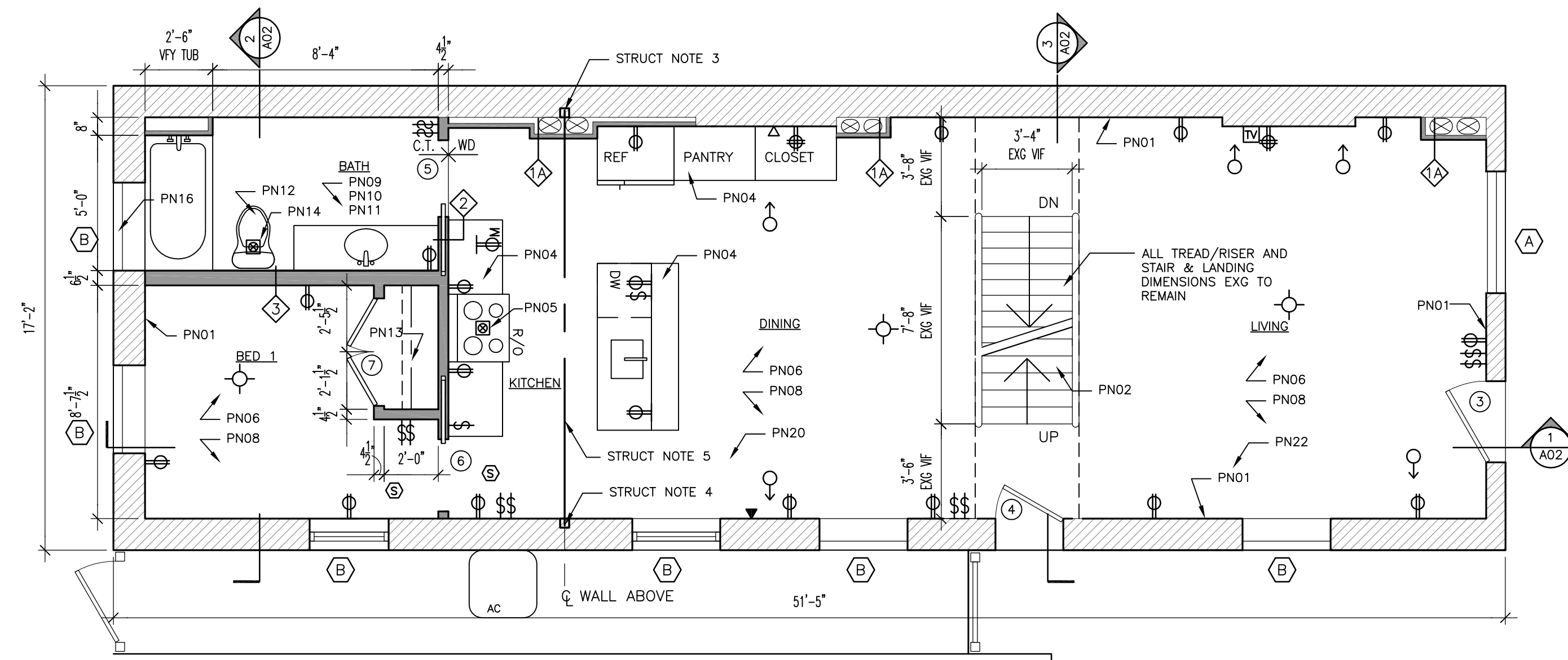
Scale as Noted

November 10, 2017

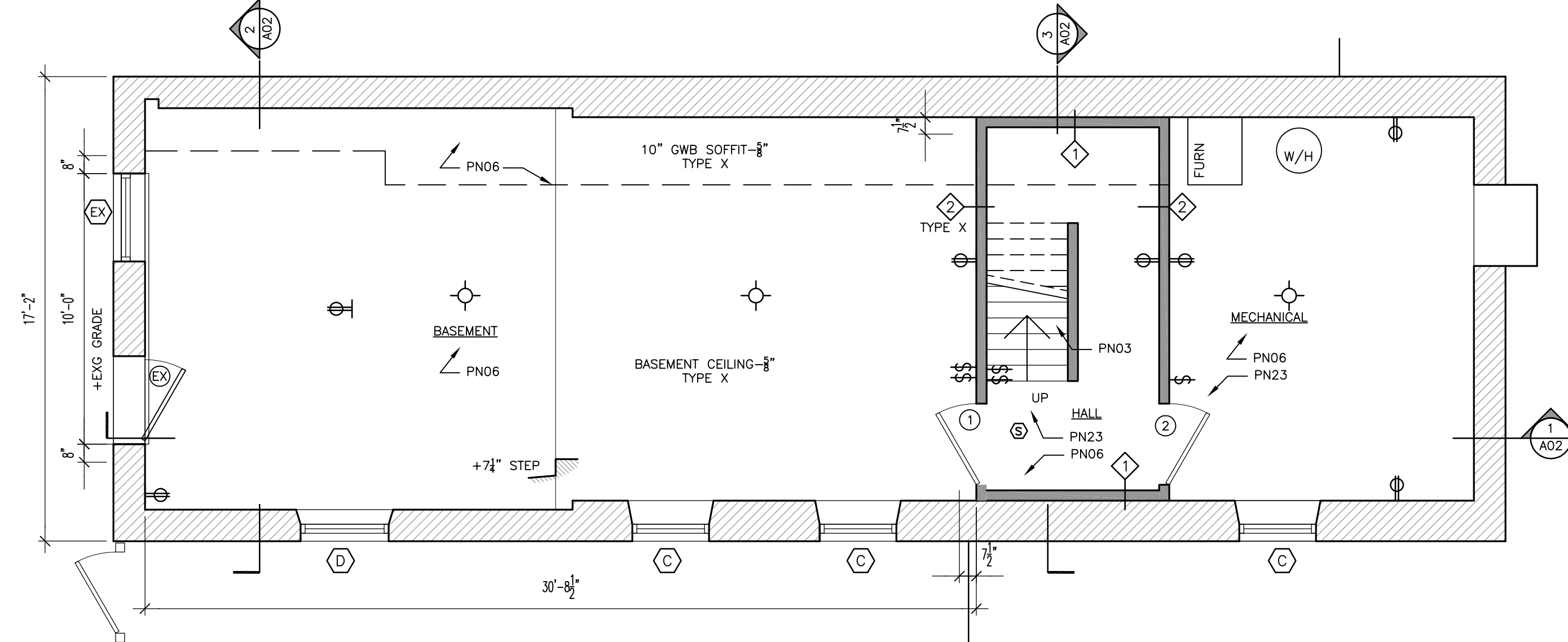
D-01



**1 Second Floor Plan**  
1/4"=1'-0"



**2 First Floor Plan**  
1/4"=1'-0"



**3 Basement Plan**  
1/4"=1'-0"

**Floor Plan Notes**

- PN01 EXG BRICK & BRICK/ PLASTER EXT WALL TO REMAIN- PATCH AND REPAIR AS REQUIRED (TYP)
- PN02 REBUILD EXG STAIR TO MATCH EXISTING RISE/RUN. INSTALL NEW TYPE 1 HANDRAIL CONTINUOUS. INSTALL NEW CABLE RAIL SYSTEM WITH TYPE 1 HANDRAIL CONTINUOUS. 3/4" AFF AT NOSING. 1 1/2" SQ STL POSTS <4" O.C. AND CABLES 3/4" MAX. TO OBTAIN <4" OPENING MAX. WITH CABLE DEFLECTION. ANCHOR TO POSTS TO RESIST 200LB FORCE IN ANY DIRECTION.
- PN03 REBUILD EXG STAIR TO MATCH EXISTING RISE/RUN. INSTALL NEW TYPE 1 HANDRAIL CONTINUOUS. INSTALL NEW CABLE RAIL SYSTEM WITH TYPE 1 HANDRAIL CONTINUOUS. 3/4" AFF AT NOSING.
- PN04 NEW KITCHEN CABINETS/ APPLIANCES/ FIXTURES- PROVIDE ELEC CONNECTIONS PIPING AND PLUMBING ROUGH-INS AS REQ'D.
- PN05 NEW STOVE/ RANGE HOOD - VENT TO EXTERIOR.
- PN06 NEW 5/8" GWB CEILING - PTD. (TYPE X AT BASEMENT CLG WHERE SHOWN)
- PN07 PATCH/ REPAIR EXG PLASTER - PTD.
- PN08 REFINISH EXISTING WOOD FLOOR- PATCH AND REPAIR AS REQ'D.
- PN09 INSTALL TILE (OR OTHER NON-ABSORBENT) FLOORING AND TUB/SHOWER SURROUNDS (6FT HIGH MIN) AT NEW BATHROOM.
- PN10 1/2" MOISTURE RESISTANT GWB AT BATHROOM (TYP) EXCEPT 1/2" TILE BACKER BOARD AT TILED WALLS.
- PN11 5/8" MOISTURE RESISTANT GWB CLG @ BATH CEILING
- PN12 NEW PLUMBING FIXTURES ON NEW ROUGH-INS AND PIPING
- PN13 NEW CLOSET ROD & SHELVES
- PN14 50CFM EXHAUST FAN/ LT - VENTED TO EXTERIOR
- PN15 INSTALL PREFABRICATED SHOWER PAN/WALL/DRAIN SYSTEM ON APPROVED SUBSTRATE. PER MFR'S RECOMMENDATIONS AT WET AREAS AS REQ'D TO MAINTAIN WATERTIGHTNESS. WEDI SYSTEM OR EQUAL.
- PN16 INSTALL TEMPERED GLASS AND GUARDRAIL AT BATH WINDOW.
- PN17 TEMPERED GLASS SHOWER ENCLOSURE
- PN18 R-38 BATT INSULATION W/ VAPOR BARRIER ON CONDITIONED SIDE TYP @ ROOF.
- PN19 R-25 ATTIC INSULATION ST RAFTERS/ R-15 RIGID FOAM INSULATION OVER ROOF
- PN20 NEW HARDWOOD FLOOR OVER NEW 1/2" T&G SUBFLOOR
- PN21 EXISTING HARDWOOD FLOOR- PROTECT DURING CONSTRUCTION AND REFINISH
- PN22 NEW HARDWOOD FLOOR - INSTALL OVER EXG WOOD FLOOR.
- PN23 NEW 4" CONC SLAB OVER R-10 RIGID INSULATION, GRAVEL, 6 MIL VAPOR BARRIER
- PN24 NEW LOW SLOPE ROOF TO MATCH EXISTING. REFRAME AS SHOWN. TIE IN NEW ROOF TO EXISTING BOX GUTTER. ALL ROOFING TO BE INSTALLED PER MANUFACTURERS APPROVED DETAILS AND RECOMMENDED INSTALLATION SPECS.

**Door Schedule**

\*\*VF ALL EXG DOOR OPENINGS- ALL HEIGHTS T.M.E.\*\*

- ① NEW 36x80 SOLID CORE WD GARAGE WALK-THRU DOOR ENTRY DOOR- ENTRY LATCHSET /SELF CLOSING HINGE
- ② NEW 36x80 WD ENTRY DOOR- PASSAGE LATCHSET
- ③ NEW 36x84 WD/GL ENTRY DOOR & TRANSOM TO MATCH EXISTING HISTORICAL DOOR AT 1923 VINE- ENTRY LATCHSET
- ④ NEW 30x84 WD/GLASS DOOR ENTRY LATCHSET
- ⑤ NEW 32x80 WD POCKET DOOR W/ PRIVACY POCKET DOOR LATCH
- ⑥ NEW 32x80 WD POCKET DOOR W/ PRIVACY POCKET DOOR LATCH
- ⑦ NEW (2)24x80 WD DOOR DUMMY LATCHSET
- ⑧ NEW 30x80 WD DOOR W/ PRIVACY LATCH
- ⑨ NEW 30x80 WD DOOR W/ PASSAGE LATCH
- ⑩ NEW 30x80 WD DOOR W/ PASSAGE LATCH
- ⑪ NEW 32x80 WD POCKET DOOR W/ PRIVACY POCKET DOOR LATCH
- ⑫ NEW 30x80 WD DOOR W/ PRIVACY LATCH
- ⑬ NEW 32x80 WD POCKET DOOR W/ PRIVACY POCKET DOOR LATCH
- ⑭ NEW 32x80 WD POCKET DOOR W/ PASSAGE POCKET DOOR LATCH
- ⑮ NOT USED

ALL DOORS AND WINDOWS NEW U.O.N.  
ALL NEW DOOR GLAZING TO BE TEMPERED PER CODE  
ALL NEW GLAZING U MAX =40

**Partition Key**

- EXG MASONRY WALL
- NEW GWB PARTITION
- EXG GWB PARTITION
- ① FURRED WALL: 2X4 STUDS @16"O.C. WITH 1/2" GWB ON ROOM SIDE. R-19 W/ VAPOR BARRIER AT WARM SIDE @ PERIMETER LOCATIONS
- ② FURRED CHASE WALL: 2X4 STUDS (TURNED) @16"O.C. WITH 1/2" GWB ON ROOM SIDE
- ③ NEW GWB PARTITION: 2X4 STUDS @16"O.C. WITH 1/2" GWB ON BOTH SIDES
- ④ NEW GWB CHASE: 2X6 STUDS @16"O.C. WITH 1/2" GWB ON BOTH SIDES
- NEW EXTERIOR FRAMED WALL- 2x6 STUDS 16" O.C. R-19 BATT INSUL W/ VAPOR BARRIER WARM SIDE. INTERIOR- 1/2" GWB-PTD. EXTERIOR - 5/8" PLYWOOD SHEATHING WITH CEMENT BOARD SIDING OVER WEATHER BARRIER.

**Window Schedule**

\*\*VF ALL EXG WINDOW OPENINGS- ALL HEIGHTS/WIDTHS T.M.E.\*\*

- A NEW 54x42 FIXED GLASS WINDOW W/ 54x22 1/2 FIXED GLASS TRANSOM
- B NEW 36x78 DH WINDOW
- C NEW 37x36 1/2 CASEMENT WINDOW
- D NEW 37x65 DH WINDOW
- E NEW 44x66 DH WINDOW
- F NEW 36x66 DH WINDOW
- G NEW 24x28 CASMENT WINDOW

ALL WINDOWS NEW U.O.N.  
WINDOW GLAZING AT TUB/ SHOWER SHALL BE TEMPERED PER CODE  
ALL NEW GLAZING U MAX =40

**Structural Notes**

- STRUCT-NOTE-1-SHEAR WALL WITH NAILS SPACED @ 3" O.C. EDGES- @2" O.C. FIELDS (TO BE FILED SEPARATELY)
- STRUCT-NOTE-2-(3)-2X4 POST WITH SIMPSON HDUB-5052-5; PROVIDE 3/8" PLATE WASHER ON UNDERSIDE GF-BEAM (TO BE FILED SEPARATELY)
- STRUCT NOTE 3: 1.6"x4"x8" HOLDOWN (LONG LEG AGAINST LVL) 24" LONG W/ (2)-5/8" DIA. THREADED ROD W/ ADHESIVE (6" EMBED) @16" O.C.
- STRUCT NOTE 4: 1.6"x4"x8" HOLDOWN (LONG LEG AGAINST LVL) 48" LONG W/ (4)-5/8" DIA. THREADED ROD W/ ADHESIVE (6" EMBED) @16" O.C.
- STRUCT NOTE 5: (3) 1 1/2"x9" LVL W/ 1/2"x9" CONT STEEL PLATE FLITCH BEAM. POCKET INTO WALLS & BEAR ON P.T. PLATE EACH END. FASTEN TIES WITH 1/2" BOLTS @ 12" O.C. STAGGERED TOP & BOTTOM AND (4) BOLTS EACH END.
- STRUCT-NOTE-6-NEW STEEL MOMENT FRAME AT GARAGE DOOR OPENING-SEE-DETAIL-2/A03 (TO BE FILED SEPARATELY)

**General Notes**

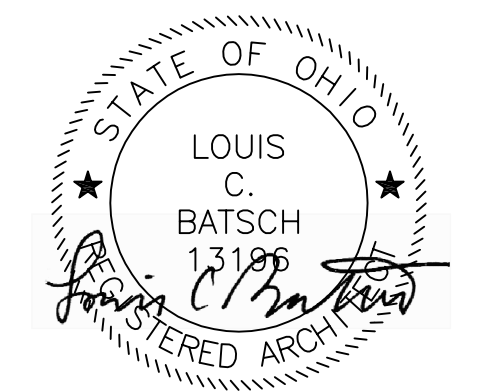
- ENCLOSED ACCESSIBLE SPACE UNDER STAIRS SHALL HAVE WALLS, UNDER-STAIR SURFACE AND ANY SOFFITS PROTECTED ON THE ENCLOSED SIDE WITH 1/2-INCH GYPSUM BOARD.
- WALL AND CEILING FINISHES SHALL HAVE A SMOKE-DEVELOPED INDEX OF NOT GREATER THAN 450.
- WALL AND CEILING FINISHES SHALL HAVE A FLAME SPREAD INDEX OF NOT GREATER THAN 200.
- MAINTAIN EXG 1 HR FIRE SEPARATION BETWEEN UNITS.
- PROVIDE AND INSTALL FIREBLOCKING PER CODE AT ALL CONCEALED FRAMING CONDITIONS EXPOSED DURING RENOVATION - INCLUDING BALLOON FRAMED FLOOR/WALL CONDITIONS- TYPICAL

**Smoke & CO Detectors**

- PROVIDE AND INSTALL HARDWIRED INTERCONNECTED SMOKE DETECTORS IN THE FOLLOWING AREAS:  
1. IN EACH SLEEPING ROOM.  
2. OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE SLEEPING ROOMS.  
3. ON EACH ADDITIONAL STORY OF THE DWELLING, INCLUDING BASEMENT.
- PROVIDE AND INSTALL AN APPROVED CARBON MONOXIDE DETECTOR OUTSIDE OF EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS AS INDICATED AND REQ'D BY CODE.

**Lighting Notes:**

- PROVIDE SWITCHED LIGHT LOCATED IN THE IMMEDIATE VICINITY OF EACH LANDING INTERIOR STAIRWAY (3 FC MIN) AND AT EXTERIOR ENTRANCES/ EXIT WAYS.
- PROVIDE ADEQUATE LIGHT FIXTURES AT ALL PORTIONS OF BUILDING INCLUDING ATTICS BASEMENT/CELLAR AS REQUIRED FOR INTENDED USE.



LOUIS C. BATSCCH LICENSE #13196  
EXPIRES 12/31/2017

11-10-17 TEIR 2 PERMIT REVIEW SET

**1921 Vine Street Renovation**

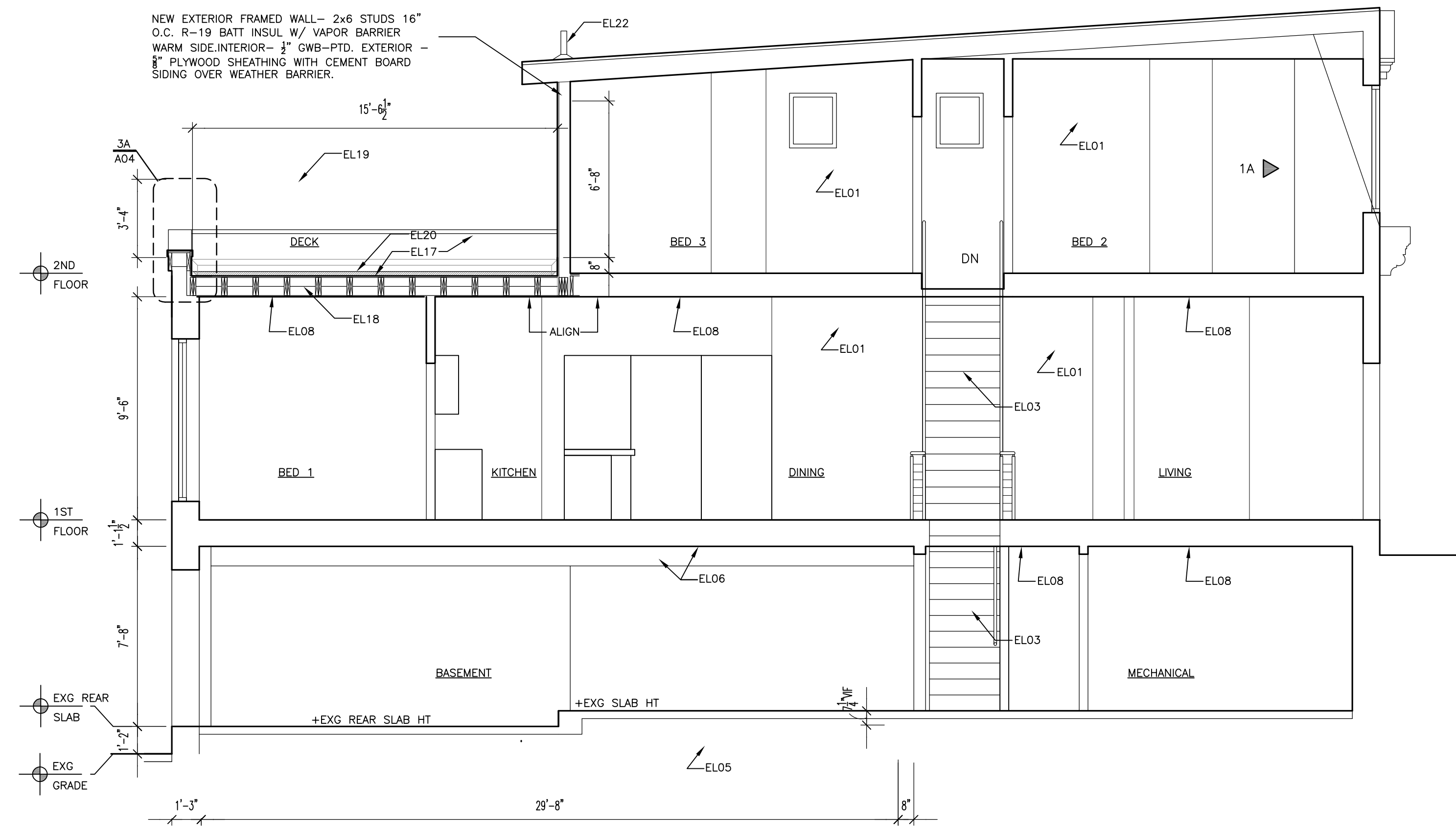
1921 Vine Street, Cincinnati, OH 45202  
Owner: Mr. Greg Cole & Mr. Angelo Pusateri

**Floor Plans**

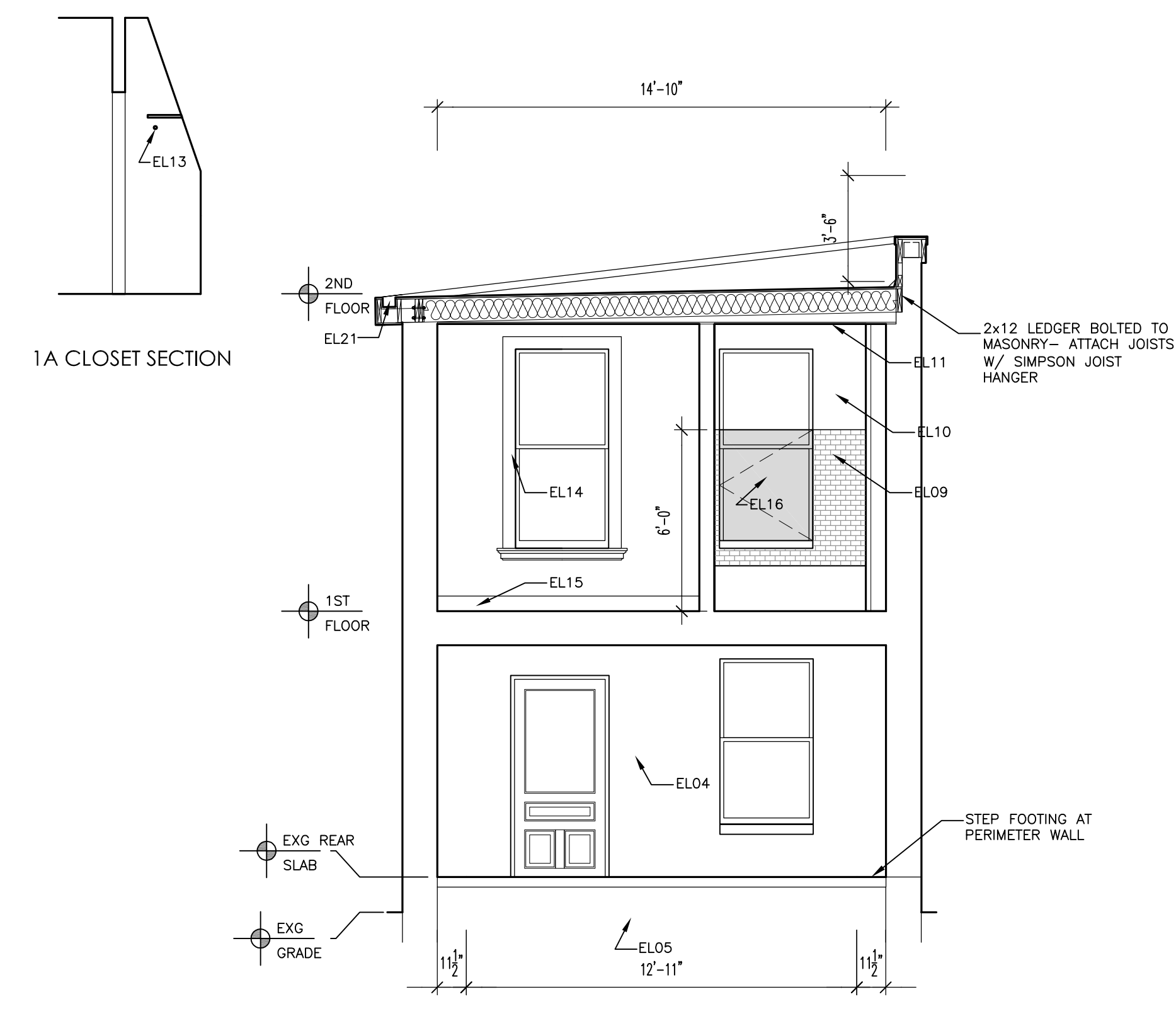
Scale as Noted

November 10, 2017

**A-01**



**1** Section - Looking North  
 1/4"=1'-0"



**2** Section at Low Roof  
 1/4"=1'-0"

**MEP Notes**

ALL MEP WORK SHALL BE INSTALLED TO MINIMIZE THE IMPACT ON THE HISTORIC ELEMENTS OF THE BUILDING TO THE EXTENT THAT IS FEASIBLE, INCLUDING BUT NOT LIMITED TO:

ALL WIRING IN FINISHED AREAS AND SPACES SHALL BE RUN IN CONCEALED LOCATIONS.

ALL BRANCH PLUMBING, VENTS, AND RISERS FOR PLUMBING AND ALL WIRING, CONDENSATE DRAINS, AND CONDENSER LINES ETC FOR HVAC SHALL BE INSTALLED BETWEEN FLOOR/CEILING JOISTS OR IN FURRED OUT WALLS INDICATED ON PLANS.

NO ADDITIONAL SOFFITS/ FURRED OUT WALLS.

PATCH AND REFINISH ALL SURFACES DISTURBED DURING MEP INSTALLATION OF TO MATCH EXISTING

**ELECTRICAL:**

CONTRACTOR TO DESIGN, PROVIDE AND INSTALL NEW ELECTRICAL DEVICES AND WIRING AS INDICATED IN THE DRAWINGS AND AS REQ'D TO COMPLY WITH CURRENT NEC AND APPLICABLE CODES.

LIGHTING, EQUIPMENT HOOKUPS, SWITCHES, OUTLETS AS REQ'D AND AS INDICATED ON THE DRAWINGS.

CONTRACTOR RESPONSIBLE FOR OBTAINING ALL REQ'D PERMITS, INSPECTIONS AND APPROVALS.

ALL WIRING IN FINISHED SPACES TO BE INSTALLED IN CONCEALED LOCATIONS.

ALL RECEPTACLES INSTALLED IN THE FOLLOWING LOCATIONS SHALL BE GROUND-FAULT CIRCUIT-INTERRUPTER (GFCI) PROTECTED:

- BATHROOMS
- OUTDOORS
- CELLAR
- KITCHEN COUNTERS
- RECEPTACLES LESS THAN 6 FT FROM SINKS

EXTERIOR RECEPTACLES SHALL BE WEATHERPROOF GFI TYPE

PROVIDE AND INSTALL HARDWIRED INTERCONNECTED SMOKE/CO DETECTORS AS INDICATED AND REQ'D BY CODE.

**HVAC:**

HVAC FOR THE RESIDENTIAL UNITS SHALL BE DUCTED ACU/FURNACE. UNIT LOCATIONS PER PLANS. ALL DUCTS LOCATED IN CHASES/ SOFFITS SHOWN ON PLANS.

ALL WIRING, CONDENSATE DRAINS, AND CONDENSER LINES ETC SHALL BE INSTALLED BETWEEN FLOOR/CEILING JOISTS OR IN FURRED WALLS INDICATED ON PLANS.

CONTRACTOR TO PROVIDE AND INSTALL NEW HVAC SYSTEM AS REQ'D TO MAINTAIN 68° MIN ROOM TEMP AT A POINT 3 FT ABOVE FLOOR AND 2FT FROM EXTERIOR WALL AT THE WINTER DESIGN TEMPERATURE.

INSTALL AND PROGRAM A PROGRAMMABLE THERMOSTAT PER CHAPTER 11 RCO.

CONTRACTOR RESPONSIBLE FOR OBTAINING ALL REQ'D PERMITS, INSPECTIONS AND APPROVALS.

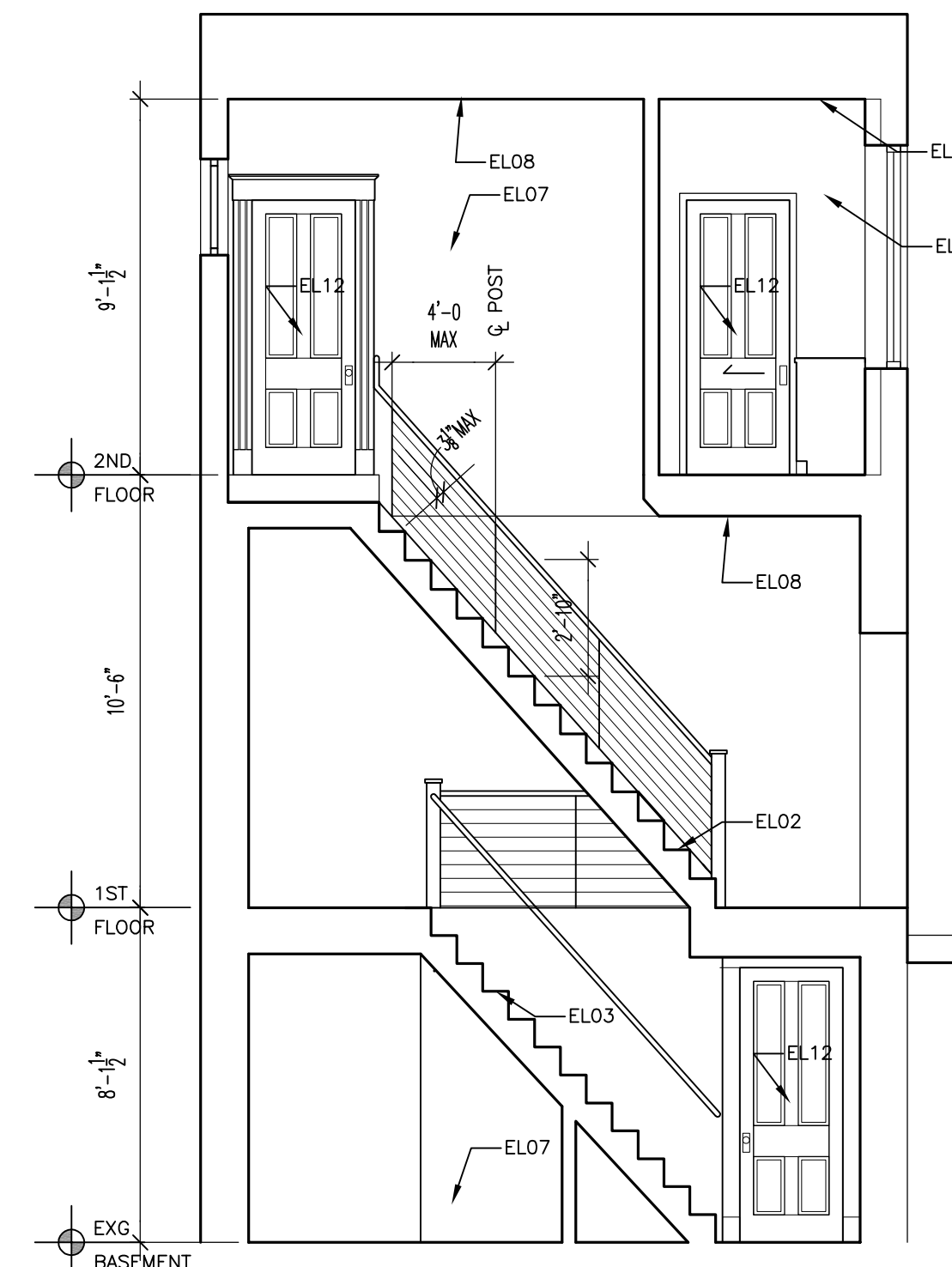
**PLUMBING:**

CONTRACTOR TO PROVIDE AND INSTALL NEW PLUMBING FIXTURES AND ROUGH-INS AS INDICATED

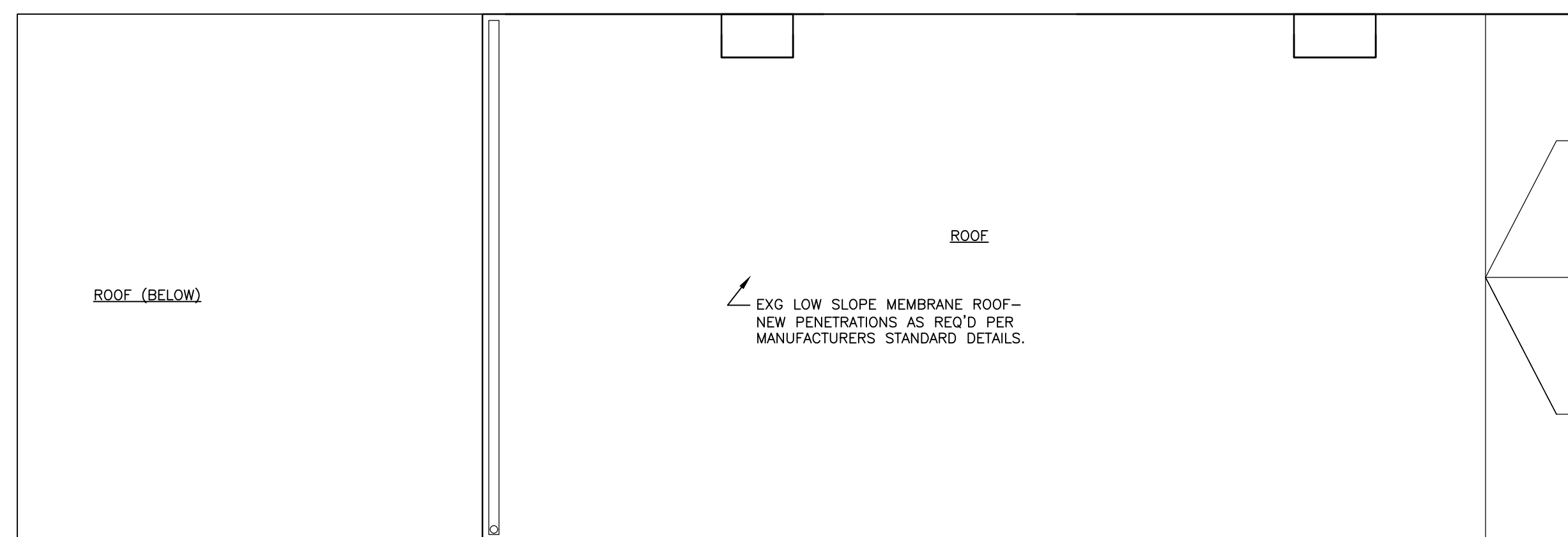
ALL BRANCH PLUMBING, VENT STACKS, AND RISERS FOR PLUMBING SHALL BE INSTALLED BETWEEN FLOOR/CEILING JOISTS OR IN FURRED WALLS INDICATED ON PLANS.

**Interior Section/ Elevation Notes**

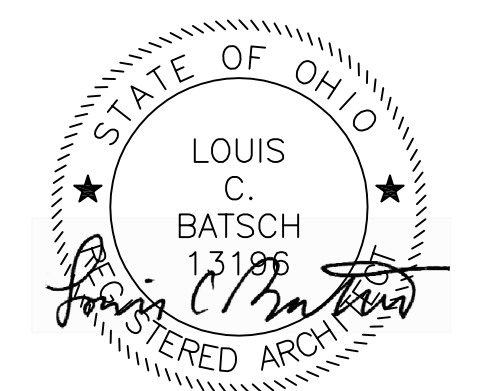
- EL01 EXG BRICK & BRICK/ PLASTER EXT WALL TO REMAIN- PATCH AND REPAIR AS REQUIRED (TYP)
- PN02 REBUILD EXG STAIR TO MATCH EXISTING RISE/RUN. INSTALL NEW TYPE 1 HANDRAIL CONTINUOUS. INSTALL NEW CABLE RAIL SYSTEM WITH TYPE 1 HANDRAIL CONTINUOUS. 34" AFF AT NOSING. 1 1/2" SQ STL POSTS <4"-0" O.C. AND CABLES 3/8" MAX TO OBTAIN <4" OPENING MAX. WITH CABLE DEFLECTION. ANCHOR TO POSTS TO RESIST 200LB FORCE IN ANY DIRECTION.
- PN03 REBUILD EXG STAIR TO MATCH EXISTING RISE/RUN. INSTALL NEW TYPE 1 HANDRAIL CONTINUOUS. INSTALL NEW CABLE RAIL SYSTEM WITH TYPE 1 HANDRAIL CONTINUOUS. 34" AFF AT NOSING.
- EL04 NEW GARAGE DOOR
- EL05 NEW 4" GONO SLAB OVER R-10 RIGID INSULATION; GRAVEL, 6" MIL VAPOR BARRIER SLOPE TO DOOR
- EL06 NEW 3/8" GWB TYPE X CEILING & SOFFIT AT BASEMENT-PTD.
- EL07 NEW 1/2" GWB WALL- PTD.
- EL08 NEW 3/8" GWB CLG
- EL09 INSTALL TILE (OR OTHER NON-ABSORBENT) FLOORING AND TUB/SHOWER SURROUNDS (6FT HIGH MIN) AT NEW BATHROOM.
- EL10 1/2" MOISTURE RESISTANT GWB AT BATHROOM (TYP) EXCEPT 1/2" TILE BACKER BOARD AT TILED WALLS.
- EL11 3/8" MOISTURE RESISTANT GWB CLG @ BATH CEILING
- EL12 NEW WD PANEL DOOR
- EL13 NEW CLOSET ROD & SHELVES
- EL14 NEW WINDOW TRIM T.M.E.
- EL15 NEW WD BASE TRIM T.M.E.
- EL16 INSTALL 1 1/4" HINGED TEMPERED GLASS DOOR- PATTERNED IN FRONT OF BATH WINDOW.
- EL17 NEW LOW SLOPE MEMBRANE ROOF
- EL18 R-38 BATT INSULATION W/ VAPOR BARRIER ON CONDITIONED SIDE TYP @ ROOF.
- EL19 NEW GUARD RAIL/ PARAPET - SEE DETAIL
- EL20 NEW ROOF PAVERS- FIRESTONE SKYPAVER COMPOSITE ROOF-PAVER SYSTEM
- EL21 EXG BOX GUTTER/ DOWNSPOUT. TIE IN NEW ROOF TO EXISTING BOX GUTTER. ALL ROOFING TO BE INSTALLED PER MANUFACTURERS APPROVED DETAILS AND RECOMMENDED INSTALLATION SPEC
- EL22 NEW VENT AT EXG EPDM ROOF- INSTALL AND FLASH PENETRATION PER ROOF MFR APPROVED DETAILS AND SPECIFICATIONS.



**3** Section at Hall  
 1/4"=1'-0"



**4** Roof Plan  
 1/4"=1'-0"



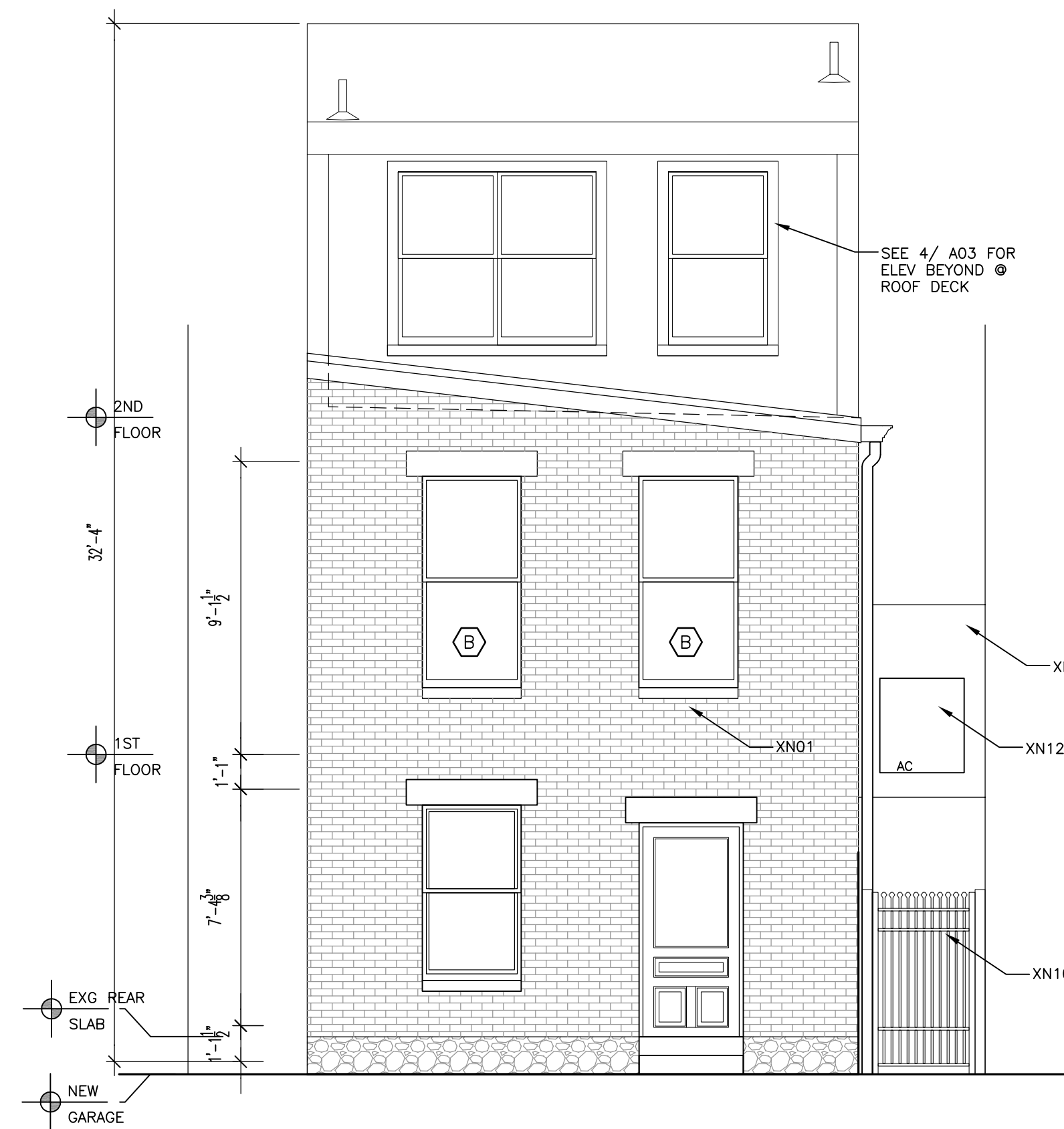
LOUIS C. BATSCH LICENSE #13196  
 EXPIRES 12/31/2017

11-10-17 TEIR 2 PERMIT REVIEW SET

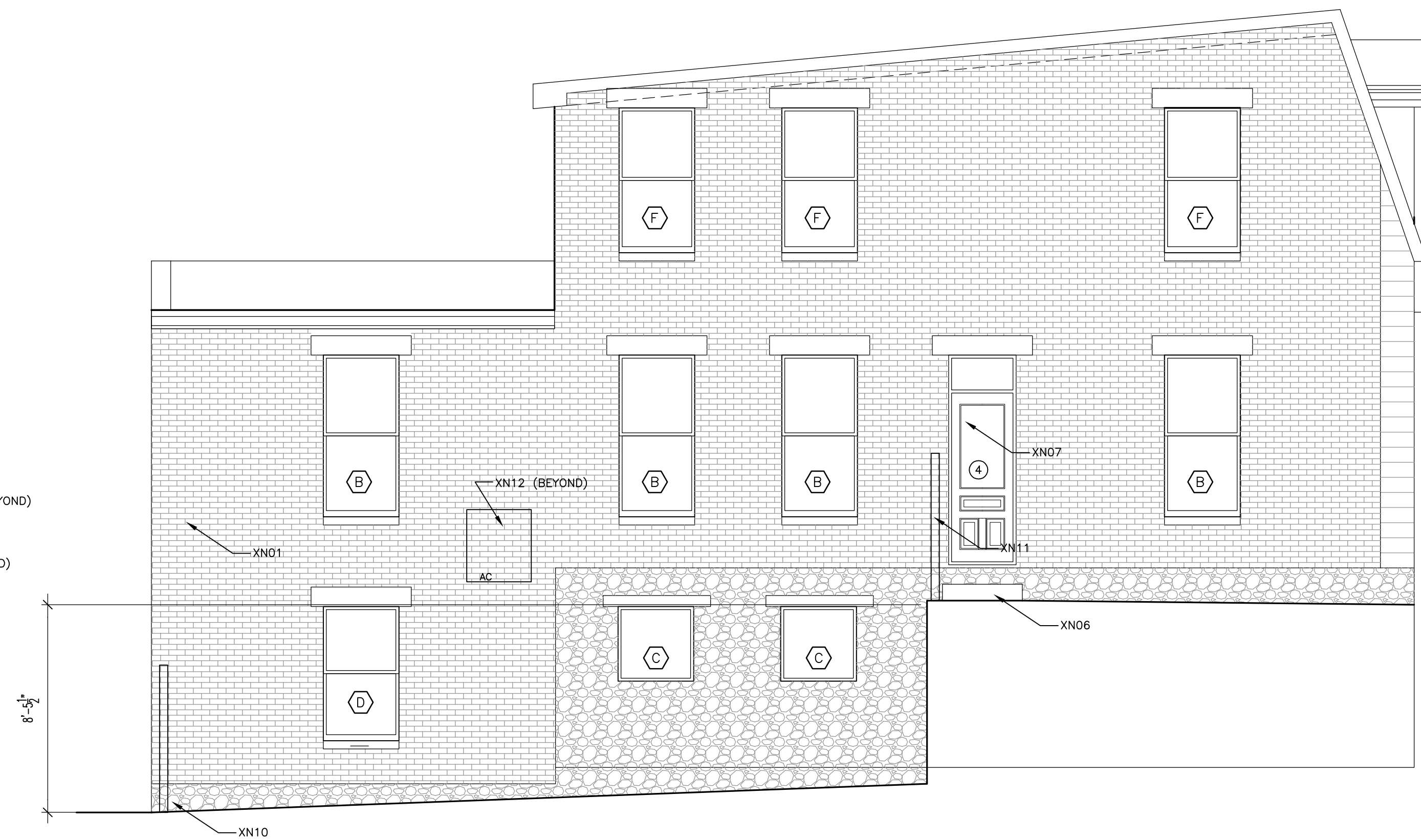
**1921 Vine Street Renovation**  
 1921 Vine Street, Cincinnati, OH 45202  
 Owner: Mr. Greg Cole & Mr. Angelo Pusateri

**Sections**

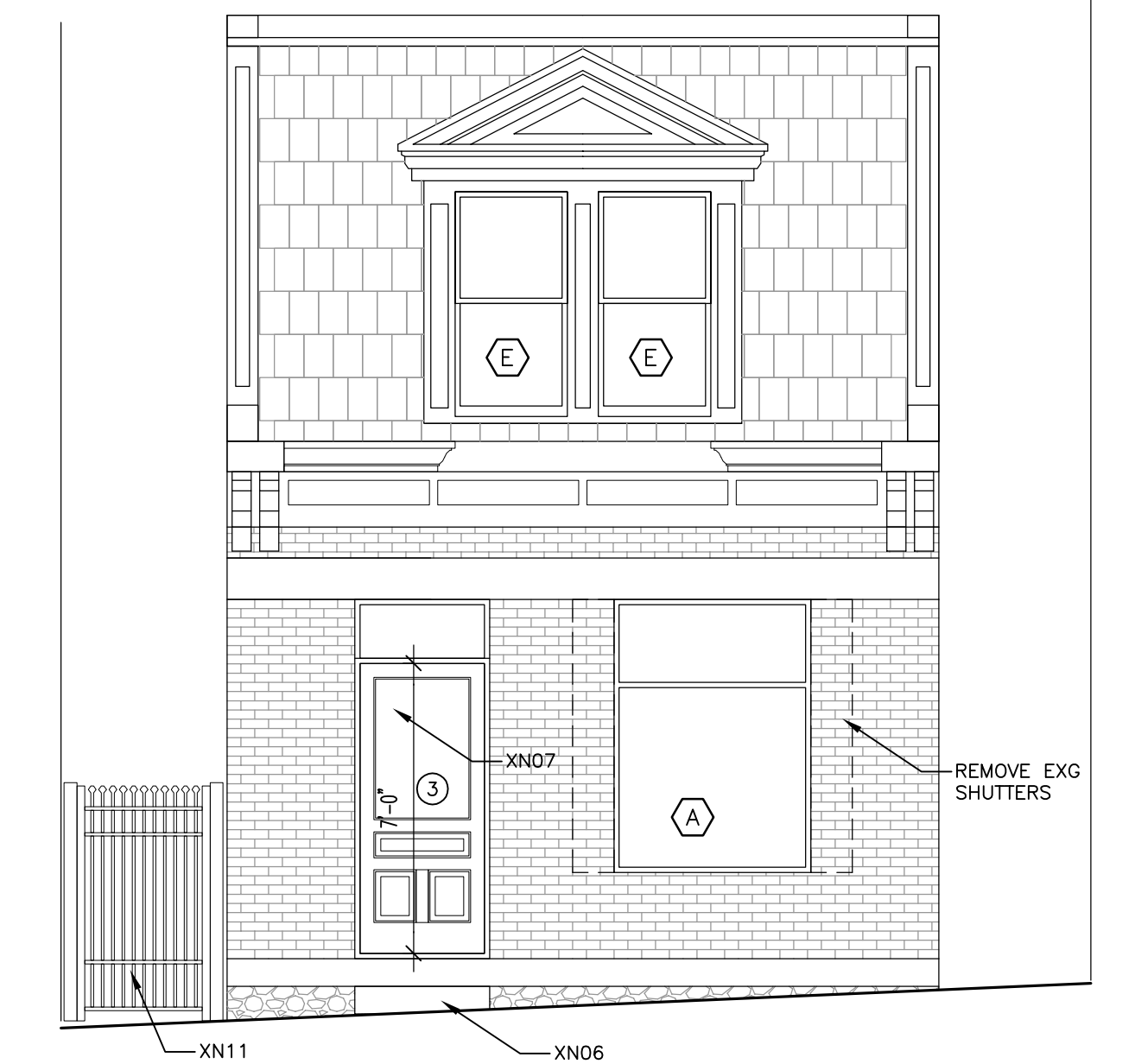
Scale as Noted	<b>A-02</b>
November 10, 2017	



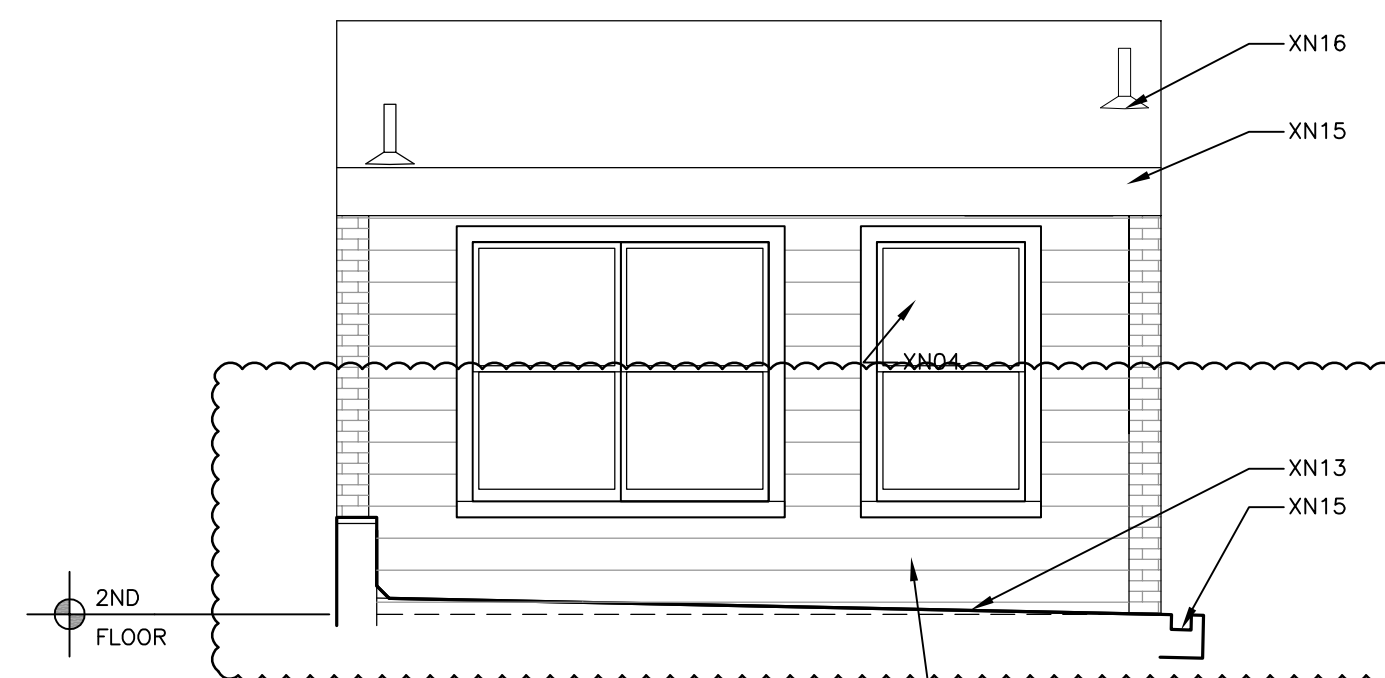
**1** Rear Elevation  
1/4"=1'-0"



**2** South Elevation  
1/4"=1'-0"



**3** Vine Street Elevation  
1/4"=1'-0"



NEW EXTERIOR FRAMED WALL- 2x6 STUDS 16" O.C. R-19 BATT INSUL W/ VAPOR BARRIER WARM SIDE INTERIOR- 1" GWB-PTD. EXTERIOR - 3/4" PLYWOOD SHEATHING WITH CEMENT BOARD SIDING OVER WEATHER BARRIER.

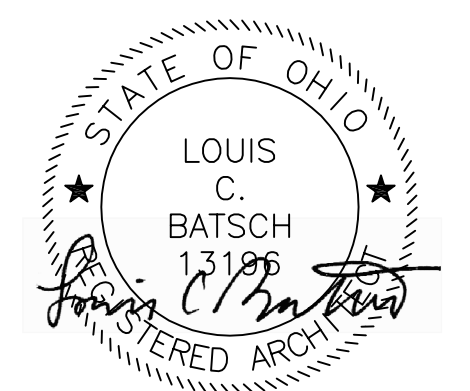
**4** Rear Elevation  
1/4"=1'-0"

### Exterior Elevation Notes

- XN01 REPAIR/ REPOINT EXG MASONRY T.M.E.
- XN02 NEW GARAGE DOOR IN NEW OPENING (TO BE FILED SEPARATELY)
- XN03 NEW GUARD RAIL/ PARAPET- SEE DETAIL (TO BE FILED SEPARATELY)
- XN04 NEW CEMENT BOARD SIDING
- XN05 NEW LIMESTONE LINTEL (TO BE FILED SEPARATELY)
- XN06 NEW CONCRETE STEPS T.M.E.
- XN07 NEW PTD WD/GLASS DOOR AND TRANSOM
- XN08 REPAIR AND REPAINT EXISTING CORNICE, SIDING AND TRIM. COLOR T.B.D.
- XN09 EXTERIOR LIGHT - LOCATE WIRING PENETRATIONS AT EXG MORTAR JOINTS & INSTALL BASE FLUSH WITH BRICKS. SUBMIT CUTS FOR APPROVAL PRIOR TO INSTALLATION
- XN10 NEW 72" H PICKET GATE
- XN11 NEW 72" H PICKET FENCE
- XN12 NEW AC UNIT ON WALL MOUNTED STEEL BRACKET
- XN13 NEW LOW SLOPE MEMBRANE ROOF- TIE IN NEW ROOF TO EXISTING BOX GUTTER. ALL ROOFING TO BE INSTALLED PER MANUFACTURERS APPROVED DETAILS AND RECOMMENDED INSTALLATION SPEC
- XN14 NEW ROOF PAVERS- FIRESTONE-SHIMMER COMPOSITE ROOF PAVES SYSTEM (TO BE FILED SEPARATELY)
- XN15 EXG BOX GUTTER/ DOWNSPOUT.
- XN16 NEW VENT AT EXG MEMBRANE ROOF- INSTALL AND FLASH PENETRATION PER ROOF MFR APPROVED DETAILS AND SPECIFICATIONS.

### Window & Door Notes

- SUBMIT ALL PAINT COLORS- INCLUDING T.B.D. FOR APPROVAL PRIOR TO PAINTING
- NEW WINDOWS: PELLA PROLINE SERIES WOOD CLAD DOUBLE HUNG/ CASEMENT/ AWNING WINDOWS (AS INDICATED ON PLANS). TO MATCH EXG WINDOW SIZE. LOW E INSULATED GLASS WITH REMOVABLE INSECT SCREENS. MIN WINDOW EFFICIENCY RATINGS: 0.32 U FACTOR 0.34 SHGC. MIN. COLOR T.B.D.
- NEW EXTERIOR ENTRY DOORS: EXTERIOR DOOR WOOD/ TEMP GLASS DOORS SIMILAR CONFIGURATION & DETAILS TO EXISTING HISTORIC AT 1923 VINE. EFFICIENCY RATINGS: 0.70 U FACTOR SIMPSON 7570 THERMAL SHAFT WOOD DOOR WITH 1/2" LG. COLOR T.B.D.
- NEW EXTERIOR SLIDING DOOR: PELLA PROLINE WD/ GLASS SLIDING PATIO DOOR.
- INSTALL, CAULK, INSULATE, AND FLASH DOORS AND WINDOWS PER MANUFACTURER'S SPECIFICATIONS. PROVIDE WEATHERSTRIP AT NEW EXTERIOR DOORS.
- GC. TO FIELD VERIFY WINDOW SIZE, ROUGH OPENING DIMENSIONS AND CONFIGURATION PRIOR TO WINDOW ORDER. WINDOW SIZE AND CONFIGURATION TO MATCH EXG. (DOORS SIM)
- ALL WINDOWS AND DOORS SIZED TO FIT EXG OPENINGS. DR OR CASEMENT AS INDICATED TO MATCH EXISTING. CONTRACTOR TO VIF ALL DIMENSIONS
- ALL NEW WINDOWS LOW E TYPE & ALL NEW EXTERIOR DOORS INSULATED AS REQ'D TO MEET MIN REQ'TS FOR ENERGY CODE.
- ALL NEW DOOR AND WINDOW HARDWARE - SEE DOOR SCHEDULE. PROVIDE UL LISTED CLOSERS AT ALL FIRE RATED DOORS & EXG/NEW APARTMENT UNIT ENTRY DOORS. WEATHER STRIP EXTERIOR DOORS.
- NEW GARAGE DOOR: DOORLINK 3630 DOOR W/ #387 STOCKTON GLAZED PANEL. R-10.25 INSULATED/ 26GA STL/ SHOP PAINTED BLACK/ 10'0"x7'6" DOORLINK T:816-474-3900 WWW.DOORLINKMFG.COM
- ALL INTERIOR DOORS - NO SADDLE/FLUSH SADDLE U.O.N.
- ALL DOOR GLASS TEMPERED.
- INSULATED GLASS AT NEW EXTERIOR DOORS REFER TO PLAN FOR DOOR HANDING.
- EGRESS DOORS/ GATE SHALL BE READILY OPENABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT.



LOUIS C. BATSCH LICENSE #13196  
EXPIRES 12/31/2017

11-10-17 TEIR 2 PERMIT REVIEW SET

1921 Vine Street Renovation  
1921 Vine Street, Cincinnati, OH 45202  
Owner: Mr. Greg Cole & Mr. Angelo Fusateri

Elevations

Scale as Noted

November 10, 2017

A-03

---

---

## APPLICATION FOR CERTIFICATE OF APPROPRIATENESS HISTORIC CONSERVATION BOARD PUBLIC HEARING STAFF REPORT

---

APPLICATION #: COA2017083  
APPLICANT: Lou Bastch, Beneli and Batsch Architects  
OWNER: 1923 Vine Street LLC  
ADDRESS: **1923 Vine Street**  
PARCELS: 095-0003-0064  
ZONING: CC-P  
OVERLAYS: Over-the-Rhine Historic District  
COMMUNITY: Over the Rhine  
REPORT DATE: December 28, 2017  
HEARING DATE: January 8, 2018  
STAFF REVIEW: Beth Johnson, Urban Conservator

---

---

### **Nature of Request:**

The applicant is requesting a Certificate of Appropriateness (COA) to construct a rear roof deck over the addition and to change the rear façade to accommodate for a garage door.

### **Existing Conditions**

The existing building is two story brick residential building built in the 1880s. The building is a second empire Victorian building with the defining mansard roof that fronts the second floor. The building sits on a slope and the rear has a two story portion which has a basement level and first floor that is the same level of the first floor on the front. While there is not a rear alley, the rear of the building is access from an access easement.

### **Proposed Conditions**

The applicant is proposing to modify 1921 Vine Street.

- Build a rear roof deck off rear two story (basement and 1<sup>st</sup> floor) portion of the building. The entrance to the roof deck will be front the second floor.
- Install a garage door on the rear façade to take the place of an existing window and door opening. The door will be a metal carriage style door with panels and windows.
- Install Pella Proline series aluminum clad wood windows.



Figure 1: 1921 Vine Street. Image provided by applicant.



Figure 2: 1921 Vine Street context map. Image provided by Cagis Maps.

**Previous Reviews:** N/A

**Applicable Zoning Code Sections:**

Zoning District: [Section 1409](#) CC-P  
HCB authority: [Section 1435-05-4](#)  
Overlays: [Section 1435](#) Historic Preservation  
Historic District/Reg: Over the Rhine Historic District  
COA Standard: [Section 1435-09-2](#) COA; Standard of Review

**Zoning Review**

There is no zoning relief required for the building. The building is a vacant single family residence and the proposed use is a single family residence.

**Certificate of Appropriateness Review:**

A Certificate of Appropriateness is required for the rear deck.

**Comments on Applicable Guidelines**

**Rehabilitation**

**B. SPECIFIC GUIDELINES**

2. Door and Window Openings: Among the most important features of any building are its openings — its windows and doors. The size and location of openings are an essential part of the overall design and an important element in the building's architecture. Don't alter or fill-in original openings. Roll down shutters and metal bar systems installed on the exterior of the building that cover door and window openings are not appropriate.

*While the guidelines state that openings should not be altered or filled in, there is also the allowance for flexibility and creativity of design for the reuse of buildings. The buildings in OTR were built before cars and therefore there was not an allowance in the design for cars. While buildings should not have major changes on the building to react to the car, being able to provide off street parking by changing a non-visible façade on a building is being both sensitive to the design and integrity of the architecture while responding to the parking needs of Over-the-Rhine and the urban core.*

**Site Improvements**

**B. SPECIFIC GUIDELINES**

4. Decks: Wood decks should be stained or painted. Rooftop decks should not be highly visible from the principal façade. Metal balconies should not be discouraged.

*The proposed deck is in the rear of the property and while technically a roof deck, it is not on the main roof of the building is not visible from the street.*

**Other Considerations:** N/A

**Prehearing Results:** A prehearing was held on December 20, 2017. The applicant was present.

**Comments Provided to Staff:** N/A

**Consistency with *Plan Cincinnati (2012)*:**  
“Sustain” Initiative Area “Preserve our built history”

**Recommendation:**

Staff recommends the Historic Conservation Board take the following actions:

**I. CERTIFICATE OF APPROPRIATENESS**

A. **APPROVE** a Certificate of Appropriateness for 1923 Vine Street Street for a rear roof deck and a garage door on the rear facade per plans submitted by Benelli & Batsch Architects dated 11/20/2017 with the following condition.

1. Building permits must be issued within 2 years of the decision date of the COA will expire.

B. **FINDING:** The Board makes this determination per Section 1435-09-2:

1. That the property owner has demonstrated by credible evidence that the proposal substantially conforms to the applicable conservation guidelines.

### Abbreviations

ACT	ACOUSTICAL TILE	JC	JANITOR CLOSET
AFF	ABOVE FINISHED FLOOR	L	LENGTH
ALUM	ALUMINUM	LAM	LAMINATE
BD	BOARD	LAV	LAVATORY
BLDG	BUILDING	MAX	MAXIMUM
BLKG	BLOCKING	MDO	MEDIUM DENSITY OVERLAY
BO	BY OWNER	MECH	MECHANICAL
C	CARPET	MIN	MINIMUM
CH	CEILING HEIGHT	MTL	METAL
CL	CENTER LINE	N	NORTH
CLG	CEILING	NIC	NOT IN CONTRACT
COL	COLUMN	NTS	NOT TO SCALE
CONC	CONCRETE	OC	ON CENTER
CONT	CONTINUOUS	OD	OUTSIDE DIAMETER
DH	DOUBLE HUNG	OPG	OPENING
DIAG	DIAGONAL	OPP	OPPOSITE
DIAM	DIAMETER	PL	PROPERTY LINE
DIM	DIMENSION	PLAM	PLASTIC LAMINATE
DWG	DRAWING	PLAS	PLASTIC
E	EAST	PLYWD	PLYWOOD
EP	ELECTRICAL PANEL	PT	PRESSURE TREATED
EXG	EXISTING	PTD	PAINTED
ELEC	ELECTRICAL	PVC	POLY VINYL CHLORIDE
ELEV	ELEVATOR OR ELEVATION	R	RADIUS
EQ	EQUAL	RE	REFER TO
EXT	EXTERIOR	REF	REFERENCE
FF	FINISHED FLOOR	RO	ROUGH OPENING
FIN	FINISH	REQ'D	REQUIRED
FLR	FLR	REV	REVISION
FLUOR	FLUORESCENT	S	SOUTH
FT	FOOT	SD	SMOKE DETECTOR
GA	GAUGE	SEC	SECTION
GC	GENERAL CONTRACTOR	SF	SQUARE FOOT
GL	GLASS/GLAZING	SHT	SHEET
GRFC	GYP SUM REINFORCED FIBERGLASS COVE	SIM	SIMILAR
GWB	GYP SUM BOARD	SPEC	SPECIFICATION
GYP	GYP SUM	SQ	SQUARE
HOR	HORIZONTAL	SS	STAINLESS STEEL
HB	HOSE BIB	SSD	SEE STRUCTURAL DRAWINGS
HC	HOLLOW CORE	STL	STEEL
HM	HOLLOW METAL	TE	TOILET/BATH EXHAUST
HT	HEIGHT	TH	THICKNESS
HTG	HEATING	TME	TO MATCH EXISTING
HVAC	HEATING, VENTILATION, AIR CONDITIONING	TYP	TYPICAL
ID	INSIDE DIAMETER	UON	UNLESS OTHERWISE NOTED
INS	INSULATE, INSULATION	VCT	VINYL COMPOSITION TILE
INT	INTERIOR	VIF	VERIFY IN FIELD
		W/	WITH
		WC	WATER CLOSET
		WD	WOOD
		WP	WATERPROOF



### Zoning Info

**ZONING:** CC-P OTR HISTORIC CUF

**PARCEL:** VINE ST 25.65 X 79.61 IRR WS VINE ST 138.23 FT S OF CLIFTON AVE

**PARCEL ID:** 095-0003-0064-00 (1923 VINE ST)

**EXISTING USE:** R2 RESIDENTIAL USE

**PROPOSED USE:** R2 RESIDENTIAL USE

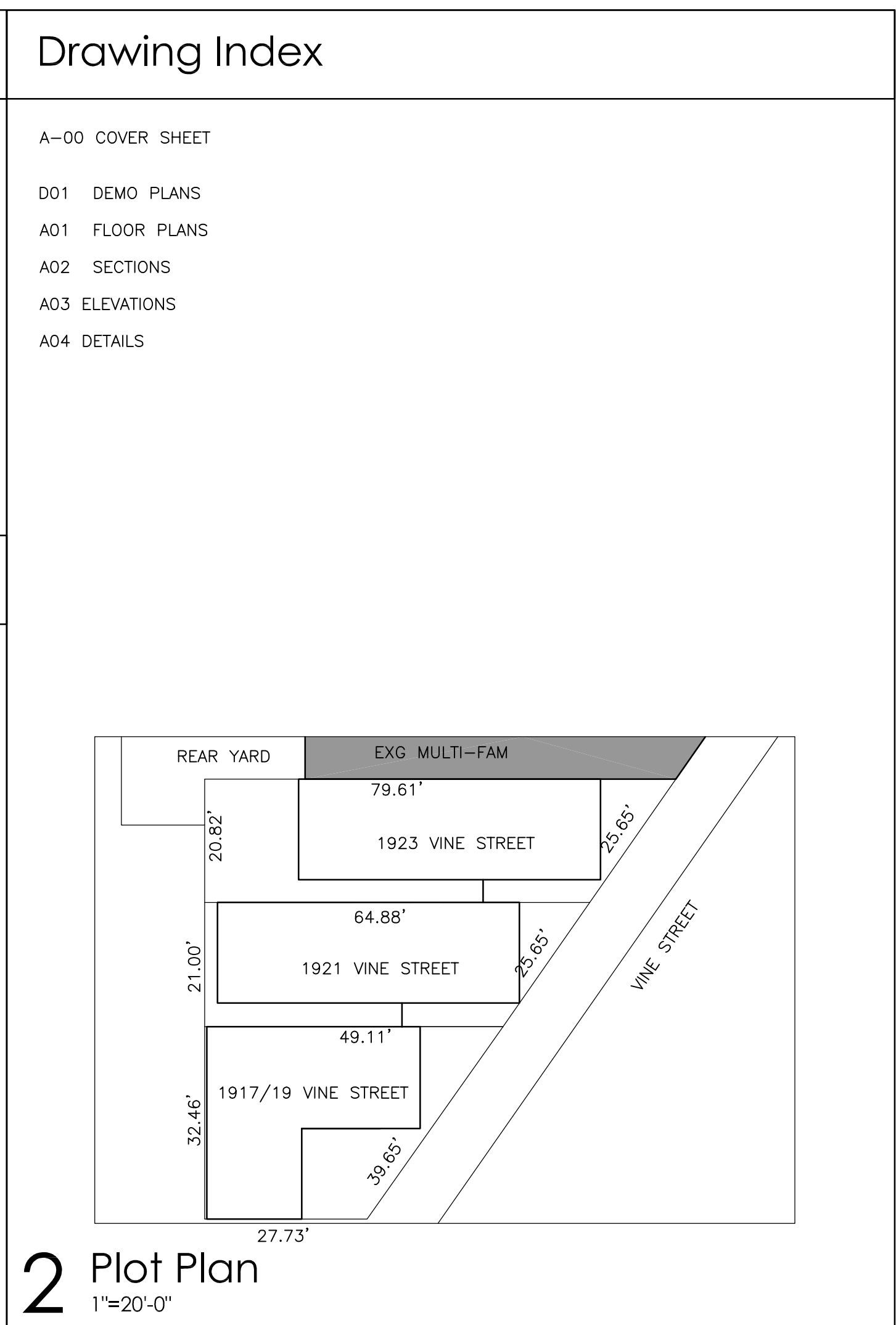
**CONSTRUCTION CLASSIFICATION:** MASONRY III-B

**EXISTING HT OF STRUCTURE:** 28.5 FEET, 3 STORY

**PROPOSED HT OF STRUCTURE:** NO CHANGE

**EXISTING GROSS SF:** 1977 SF (706SF + 730SF + 541SF)

**PROPOSED GROSS SF:** NO CHANGE



**BENELLI & BATSCCH ARCHITECTS**  
5830 MARLBOROUGH DRIVE CINCINNATI OHIO 45230 P 513.624.7391 F 513.624.7392

### Building Dept Notes

**DESIGN LOADS:**  
SNOW 20PSF  
WIND 90MPH  
FLOOR 40PSF  
SOIL BEARING 1500 PSF (ASSUMED)

**FRAMING:**  
ALL FRAMING LUMBER SOUTHERN PINE #2 UNLESS OTHERWISE NOTED.  
ALL JOISTS AND RAFTERS SIZED PER CODE SO AS NOT TO EXCEED MAX DEFLECTIONS:  
FLOOR JOISTS/BEAMS L/360  
ROOF BEAMS L/240  
RAFTERS W/ CLG L/240  
RAFTERS W/O CLG L/180

PRESSURE TREAT ALL LUMBER <6" ABOVE GRADE

FASTEN RAFTERS TO RESIST MIN 175 LB UPLIFT AND AS INDICATED ON DWGS.

**CONCRETE:**  
MINIMUM COMPRESSIVE STRENGTH OF CONCRETE AS FOLLOWS:  
2500 PSI @ FLOORS  
2500 PSI @ NEW CONC PORCH/DECK FOOTINGS  
3000 PSI @ WALLS  
4500 PSI @ EXTERIOR

WITH 5-7% AIR ENTRAINMENT AT FOUNDATIONS/ GARAGE FLOORS AND EXTERIORS

FOOTINGS SHALL REST ON UNDISTURBED SOIL- MIN 30" DEEP BELOW FINISH GRADE.

PROVIDE FOUNDATION ANCHORS 72"OC & 12" FROM CORNER MAX FOR 8"W FOUNDATION WALLS. EMBED 1/2" ANCHORS 7" MIN.

PIN NEW FOUNDATION WALLS TO EXG WALLS PER DETAILS.

SLOPE GRADE MIN 6"N 10FT FROM BUILDING (3:1 SLOPE MAX)

**SITE CONDITIONS:**  
IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ANY AND ALL DIMENSIONS, SITE CONDITIONS, WALL HEIGHTS, ROOF SLOPES, AND UTILITY LOCATIONS. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES WITH THE CONSTRUCTION DOCUMENTS PRIOR TO CONSTRUCTION.

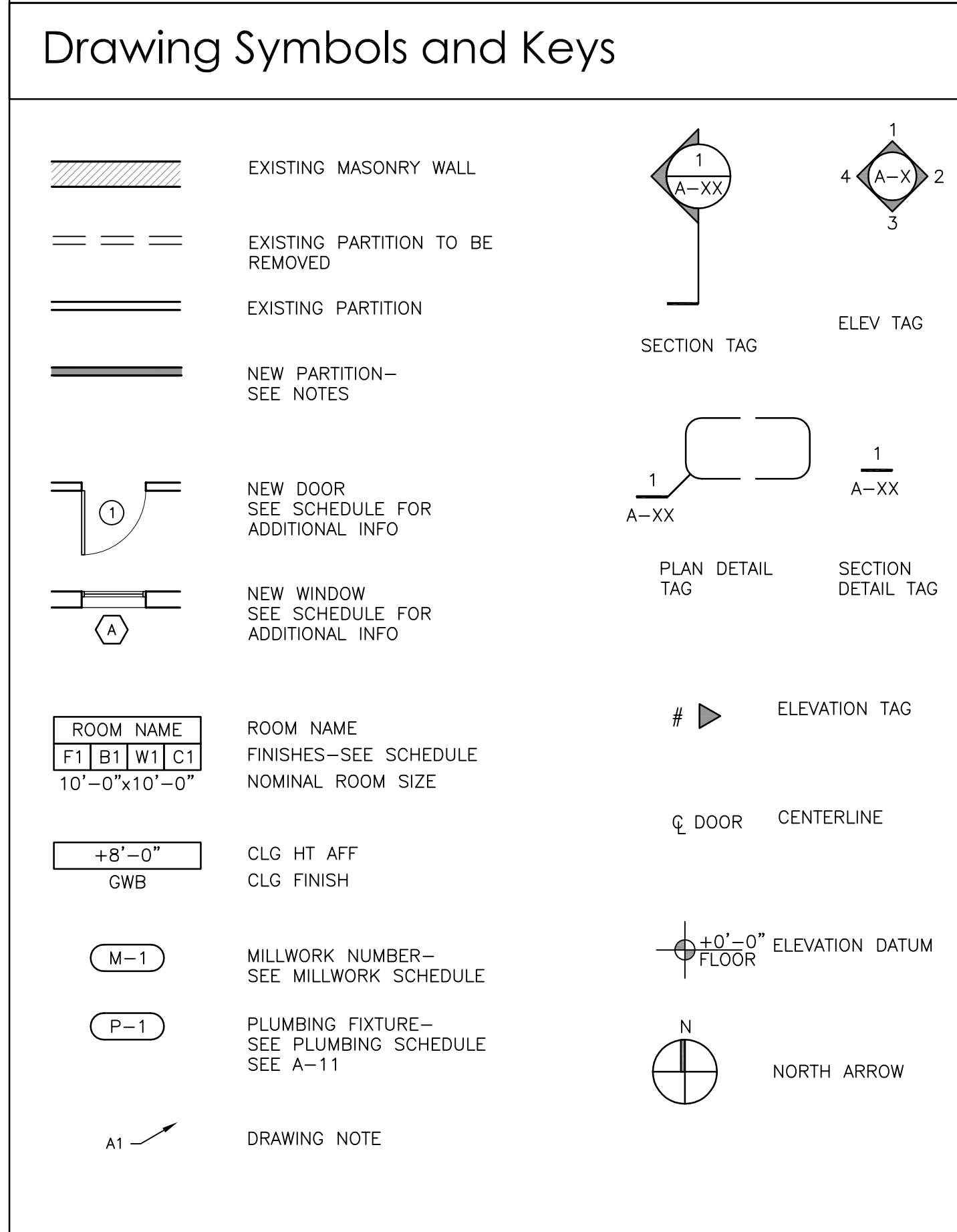
**REQUIRED INSPECTIONS:**  
CONTACT BLDG DEPT (24 HOURS MINIMUM NOTICE)  
CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SCHEDULING ALL REQUIRED INSPECTIONS FOR SCOPE OF WORK INDICATED, INCLUDING:  
FRAMING INSPECTION & INITIAL FIRE STOP INSPECTION  
MECHANICAL, PLUMBING AND ELECTRICAL ROUGH INSPECTIONS  
FRAMING INSPECTION  
INSULATION INSPECTION AND BALANCE OF FIRE STOP INSPECTION  
FINAL INSPECTIONS  
CERTIFICATE OF OCCUPANCY

NO WORK SHALL PROCEED UNTIL ALL REQUIRED PERMITS HAVE BEEN OBTAINED

**ARCHITECT**  
LOU BATSCCH  
BENELLI & BATSCCH ARCHITECTS  
5830 MARLBOROUGH DR.  
CINCINNATI, OH 45230  
P: (513) 624-7391  
E: LBATSCCH@BBARCHS.COM

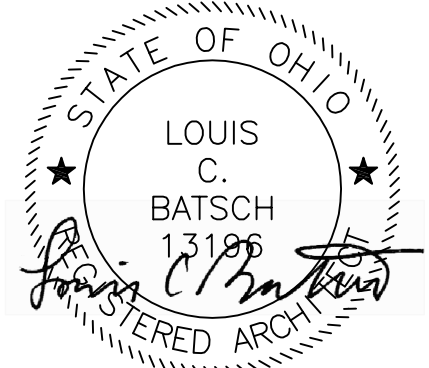
**CONTRACTOR**  
GREG COLE  
ACANTHUS GROUP  
14 WEST 15TH STREET  
CINCINNATI, OH 45202  
P: (513) 604-9369  
E: GCOLE@THEACANTHUSGROUP.COM

**OWNER**  
1923 VINE LLC  
1333 PARK RIDGE PL  
CINCINNATI OH 45208  
P: (513) 604-9369  
E: GCOLE@THEACANTHUSGROUP.COM



### General Construction Notes

- ALL WORK, INCLUDING MATERIAL STRESSES AND METHODS OF CONSTRUCTION, SHALL CONFORM TO THE 2013 RESIDENTIAL CODE OF OHIO, FIRE DEPT. REGULATIONS, UTILITY COMPANY REQUIREMENTS AND THE BEST TRADE PRACTICES.
- CONTRACTOR SHALL CHECK AND VERIFY ALL EXISTING CONDITIONS AND CHECK ALL DIMENSIONS OF THE BUILDING IN THE FIELD BEFORE STARTING THE WORK. REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO THE START OF WORK.
- CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED BUILDING DEPARTMENT PERMITS, AND FILE ALL REQUIRED INSURANCE CERTIFICATES PRIOR TO THE START OF WORK.
- CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED INSPECTIONS.
- CONTRACTOR SHALL COORDINATE HIS/HER WORK WITH THAT OF OTHER CONTRACTORS AND SUPPLIERS. CONTRACTOR SHALL LAY OUT HIS OWN WORK AND PROVIDE DIMENSIONS REQUIRED FOR OTHER TRADES. DO NOT SCALE DRAWINGS.
- THE CONTRACTOR SHALL PROVIDE ALL CUTTING, PATCHING, AND REPAIRING AS REQUIRED TO PERFORM THE WORK AS INDICATED IN THE DRAWINGS. ALL SURFACES OPENED FOR THE INSTALLATION OF WORK, AND ALL AREAS DAMAGED DURING THE COURSE OF CONSTRUCTION SHALL BE REPAIRED TO THEIR ORIGINAL CONDITION BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- ALL EXISTING CONSTRUCTION TO REMAIN SHALL BE PROTECTED DURING DEMOLITION AS REQUIRED.
- ALL DRAWINGS, SPECIFICATIONS AND CONSTRUCTION NOTES ARE COMPLIMENTARY, AND WHAT IS CALLED FOR BY ONE SHALL BE BINDING AS IF CALLED FOR BY ALL. ANY WORK SHOWN OR CALLED FOR ON ANY DOCUMENT SHALL BE PROVIDED AS THOUGH SHOWN ON ALL. MINOR DETAILS NOT USUALLY SHOWN OR SPECIFIED, BUT REQUIRED FOR THE PROPER CONSTRUCTION OF ANY PART OF THE WORK SHALL BE INCLUDED AS IF THEY WERE INDICATED IN THE DRAWINGS.
- THE CHARACTER AND SCOPE OF THE WORK ARE ILLUSTRATED BY THE DRAWINGS. TO INTERPRET AND EXPLAIN THE DRAWINGS OTHER INFORMATION DEEMED NECESSARY BY THE ARCHITECT WILL BE FURNISHED TO THE CONTRACTOR WHEN AND AS REQUIRED BY THE WORK. IT IS TO BE UNDERSTOOD THAT THE SAID ADDITIONAL DRAWINGS ARE TO BE OF EQUAL FORCE WITH THE DRAWINGS AND SHALL BE CONSIDERED AS FORMING PART OF THESE NOTES TO WHICH THEY RELATE.
- CONTRACTOR SHALL NOT OBSTRUCT ACCESS TO STAIRS, ENTRANCES OR MEANS OF EGRESS.
- CONTRACTOR SHALL MAINTAIN THE SECURITY AND WEATHER TIGHTNESS OF THE BUILDING.
- CONTRACTOR SHALL NOTIFY THE OWNER AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF WORK WHICH WILL AFFECT THE EXISTING UTILITIES/SERVICES, AND OBTAIN THE OWNERS APPROVAL BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL COORDINATE ALL WORK PROCEDURES WITH THE STIPULATIONS OF LOCAL AUTHORITIES.
- ALL DIMENSIONS IN PLAN ARE TO FINISHED CONSTRUCTION U.O.N..
- CONTRACTOR SHALL REPORT ANY DISCREPANCIES BETWEEN THIS CONTRACT DOCUMENT AND FIELD CONDITIONS OR CONTRACT DOCUMENTS ISSUED BY OTHERS PRIOR TO THE START OF WORK.
- CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE BUILDING CODE, STATE LABOR LAWS, AND ALL REGULATIONS OF ALL GOVERNMENT AGENCIES HAVING JURISDICTION OVER THIS WORK. ALL PERMITS SHALL BE PROPERLY DISPLAYED.
- ALL ELECTRICAL WORK SHALL BE UNDER THE SUPERVISION OF A LICENSED ELECTRICIAN, ALL PLUMBING WORK SHALL BE UNDER THE SUPERVISION OF A LICENSED PLUMBER. CONTRACTOR SHALL ARRANGE FOR AND OBTAIN ALL REQUIRED INSPECTIONS AND SIGN-OFFS. ALL PIPING AND WIRING TO BE REMOVED SHALL BE REMOVED TO A CONCEALED LOCATION AND PROPERLY CAPPED OR PLUGGED.
- CONTRACTOR SHALL BRING ANY QUESTIONABLE CONDITIONS TO THE ATTENTION OF THE ARCHITECT PRIOR TO DEMOLITION. PROVIDE TEMPORARY BRACING AND SHORING AS REQUIRED. DO NOT ALTER OR REMOVE ANY STRUCTURAL MEMBERS EXCEPT AS INDICATED ON DRAWINGS. THE CONTRACTOR SHALL DESIGN AND INSTALL ADEQUATE SHORING AND BRACING FOR ALL STRUCTURAL OR REMOVAL TASKS. THE CONTRACTOR SHALL HAVE SOLE RESPONSIBILITY FOR ANY DAMAGES OR INJURIES CAUSED BY OR DURING THE EXECUTION OF THE WORK.
- NOISE LEVELS ARE TO BE KEPT TO A MINIMUM AT ALL TIMES.
- ALL WORK IS TO BE PERFORMED BETWEEN THE HOURS OF 8:00AM AND 5:00PM, MONDAY THRU FRIDAY EXCEPT AS APPROVED OTHERWISE BY OWNER. NO NOISY WORK MAY BE PERFORMED BEFORE 10:00AM.
- DUST CONTROL IS TO BE MAINTAINED AT ALL TIMES SO AS TO CONFINE DUST TO THE AREA OF CONSTRUCTION.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE LEGAL DISPOSAL OF ALL CONSTRUCTION REFUSE, CLEAN AND REMOVE ALL CONSTRUCTION DEBRIS FROM THE BUILDING AND DISPOSE OF PROPERLY ON A DAILY BASIS.
- SITE SECURITY SHALL BE MAINTAINED AT ALL TIMES.
- ALL ON-SITE BUILDING MATERIALS SHALL BE STORED IN AN ORDERLY FASHION IN A LOCKED AREA. FLAMMABLE MATERIALS SHALL BE USED AND STORED IN A WELL VENTILATED AREA. STORE FLAMMABLE MATERIALS TIGHTLY SEALED IN THEIR ORIGINAL CONTAINERS.
- PENETRATION IN OPENINGS OF WALL PARTITIONS OR FLOORS FOR PIPE SLEEVES, ELECTRIC DEVICES ETC. SHALL BE PACKED SEALED. SEAL LINES OR OTHERWISE ISOLATE TO MAINTAIN WEATHER TIGHT SEAL.
- THE CONTRACTOR SHALL NOT PERFORM ANY WORK WHICH ADVERSELY AFFECTS THE STRUCTURAL STABILITY OF THE BUILDING AND SHALL NOT ALTER ANY STRUCTURAL ELEMENT UNLESS DETAILED AND SHOWN ON APPROVED PLANS



LOUIS C. BATSCCH LICENSE #13196  
EXPIRES 12/31/2017

11-20-17 PERMIT SET

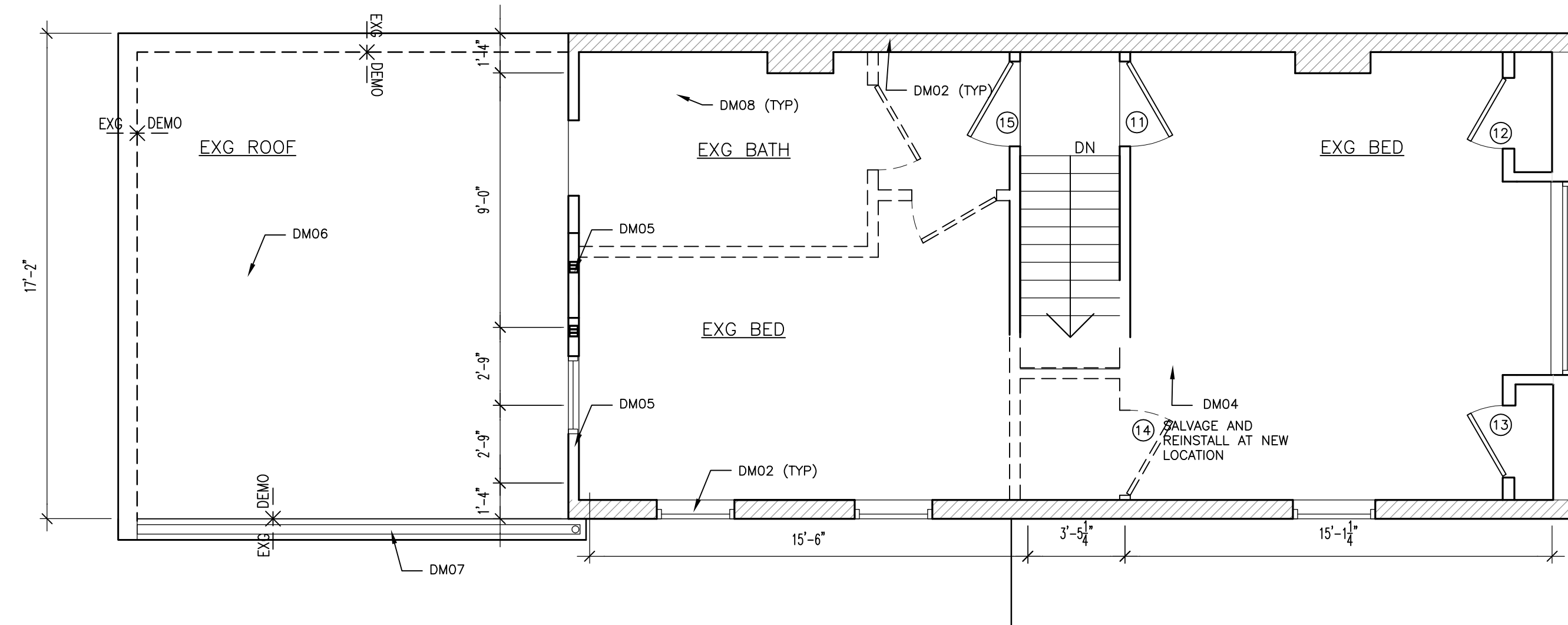
**1923 Vine Street Renovation**  
1923 Vine Street, Cincinnati, OH 45202  
Owner: 1923 Vine Street LLC

**Cover Sheet**

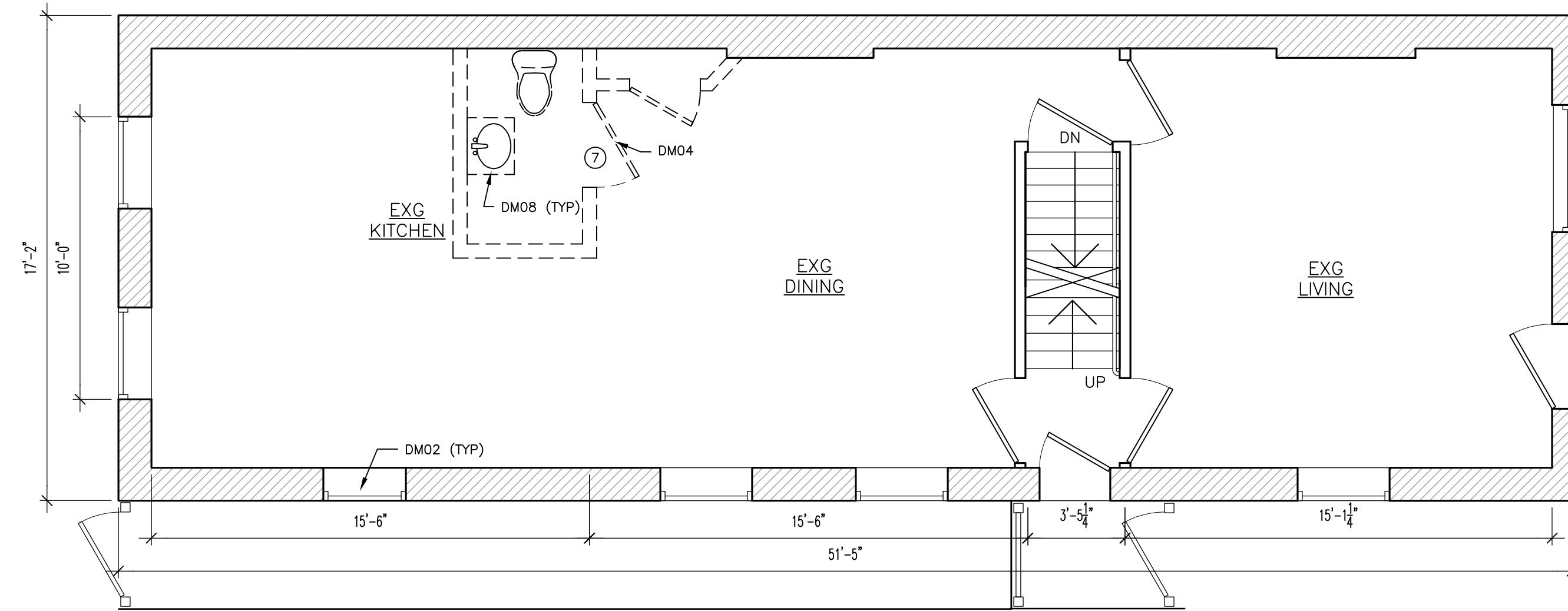
Scale as Noted

November 20, 2017

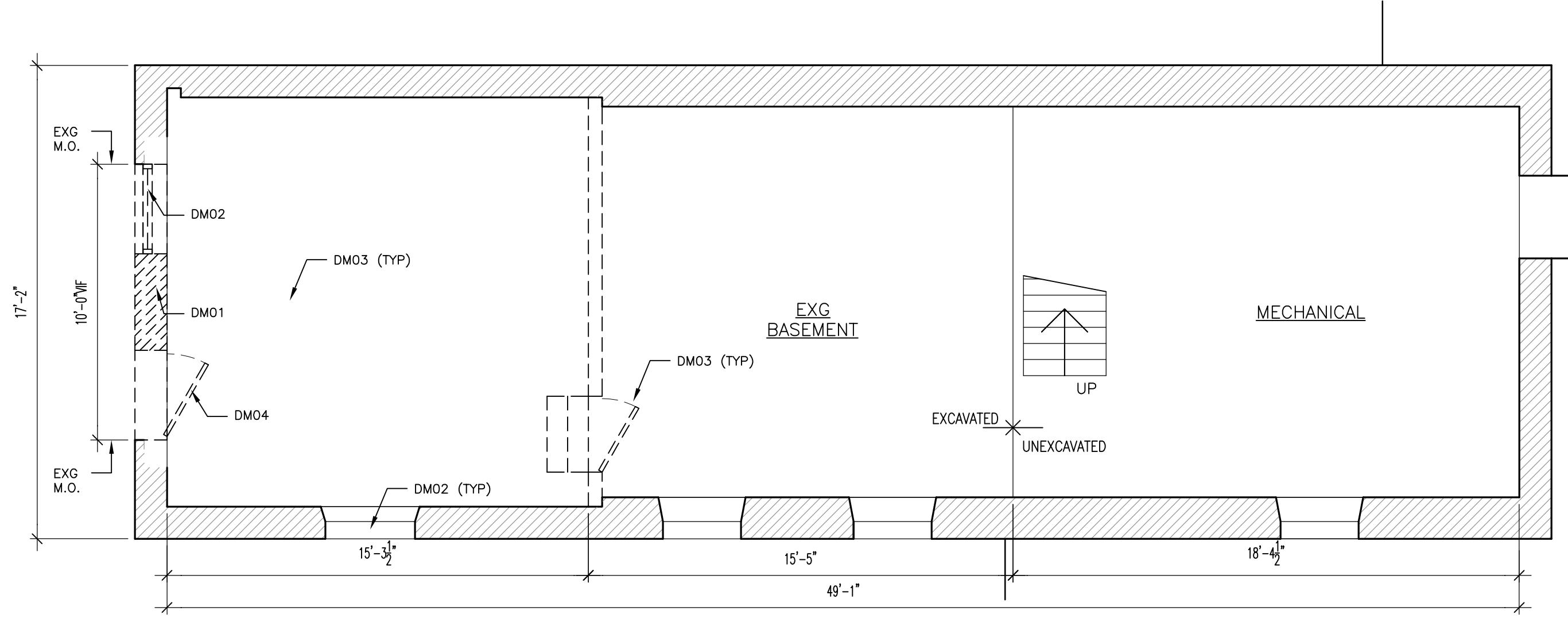
**A-00**



**1 Second Floor Demo Plan**  
 1/4"=1'-0"



**2 First Floor Demo Plan**  
 1/4"=1'-0"



**3 Basement Demo Plan**  
 1/4"=1'-0"

**Demo Notes**

- DM01 REMOVE EXISTING MASONRY WALL. INSTALL TEMPORARY SHORING AS REQUIRED TO MAINTAIN STRUCTURAL STABILITY. INSTALL NEW STRUCTURAL FRAMING AS NOTED - SEE AD1.
- DM02 REMOVE EXISTING WINDOWS (TYP @ 1923 VINE ST)
- DM03 REMOVE EXISTING SLAB- EXCAVATE ±24 INCHES THROUGHOUT AS REQUIRED TO INSTALL NEW SLAB LEVEL WITH GRADE AT REAR WALL. PRIOR TO EXCAVATION REVIEW FOUNDATION/ FOOTING CONDITION WITH STRUCTURAL ENGINEER TO CONFIRM THAT EXCAVATION WILL NOT AFFECT THE STABILITY OF THE STRUCTURE.
- DM04 REMOVE EXG DOOR (SALVAGE HISTORIC DOORS FOR RE-INSTALLATION AS NOTED - DOOR KEY INDICATES NEW DOOR LOCATION SEE AD1 PLANS)
- DM05 REMOVE EXG WALL AS REQ'D TO INSTALL STRUCTURAL FRAMING - SEE AD1- PROVIDE TEMPORARY SHORING AS REQUIRED
- DM06 REMOVE EXISTING ROOF AND FRAMING - MAINTAIN WEATHER-TIGHTNESS OF STRUCTURE
- DM07 EXISTING FRAMING AT PARAPET/ BOX GUTTER TO REMAIN
- DM08 REMOVE EXG PLUMBING FIXTURES AND BRANCH PIPING



1923 VINE FRONT FACADE



1919/1921/1923/1925 VINE STREET

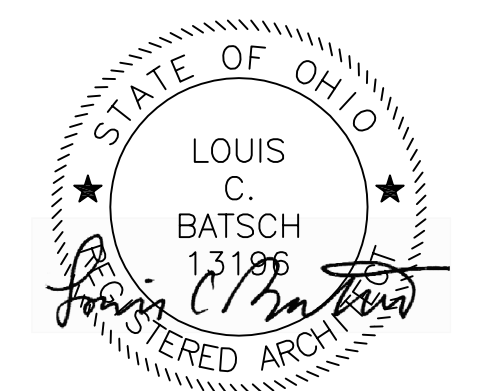


1923 VINE REAR FACADE



1923 VINE REAR/ SIDE FACADE

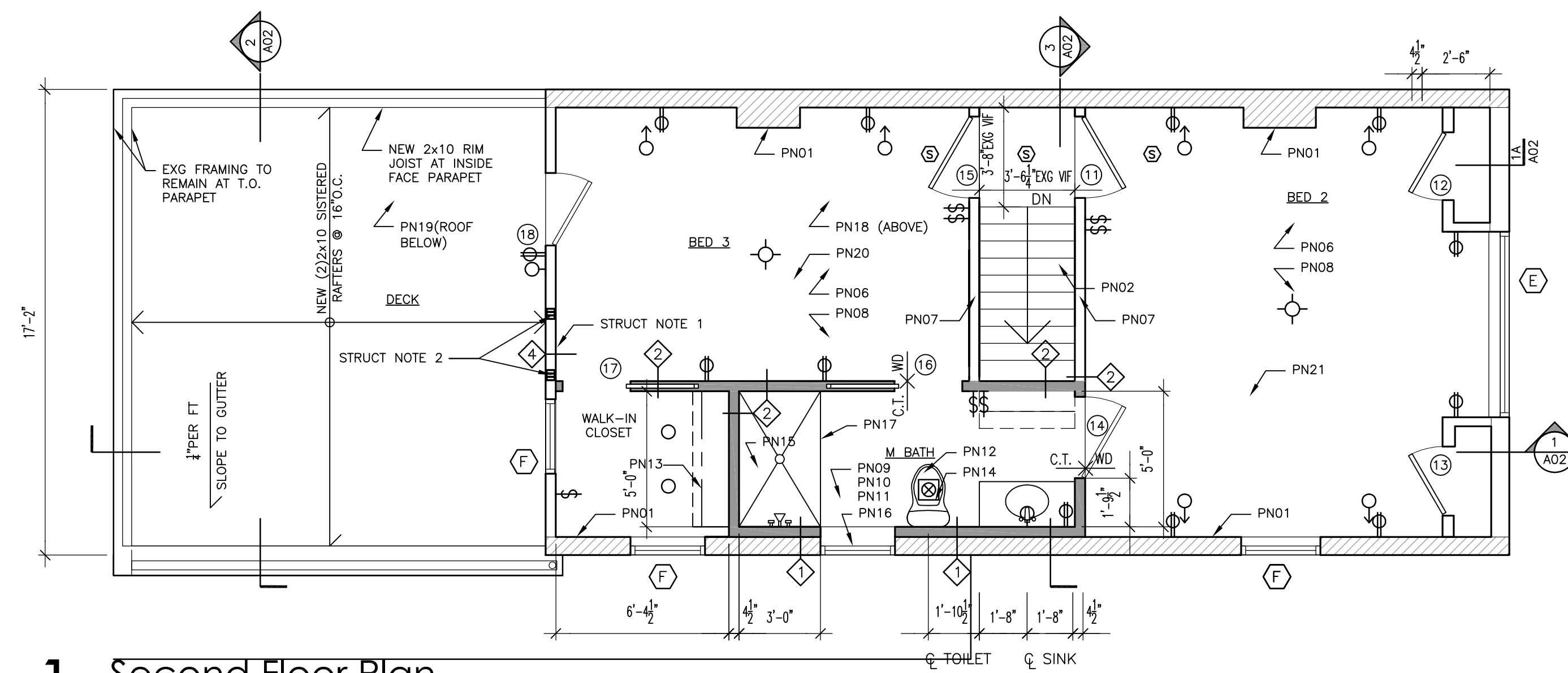
**Existing Conditions**



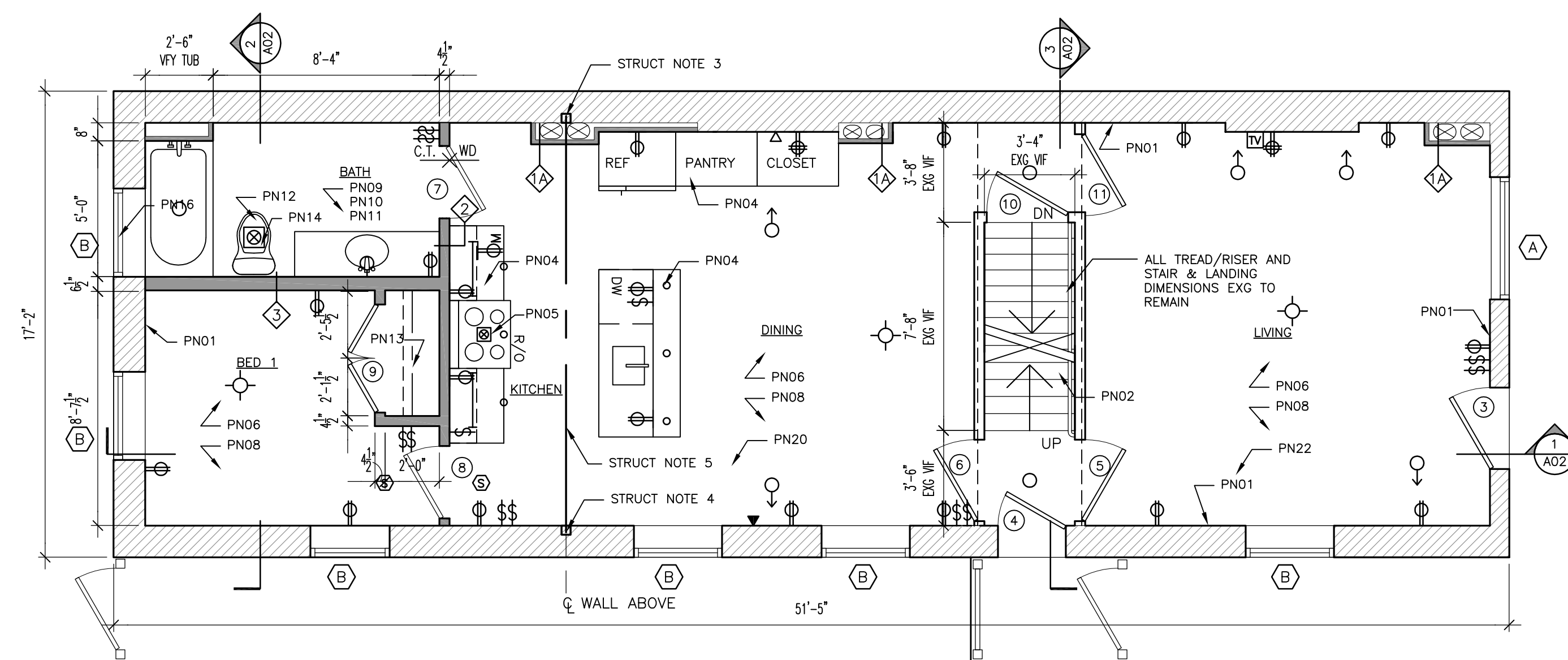
LOUIS C. BATSCCH LICENSE #13196  
 EXPIRES 12/31/2017

11-20-17 PERMIT SET

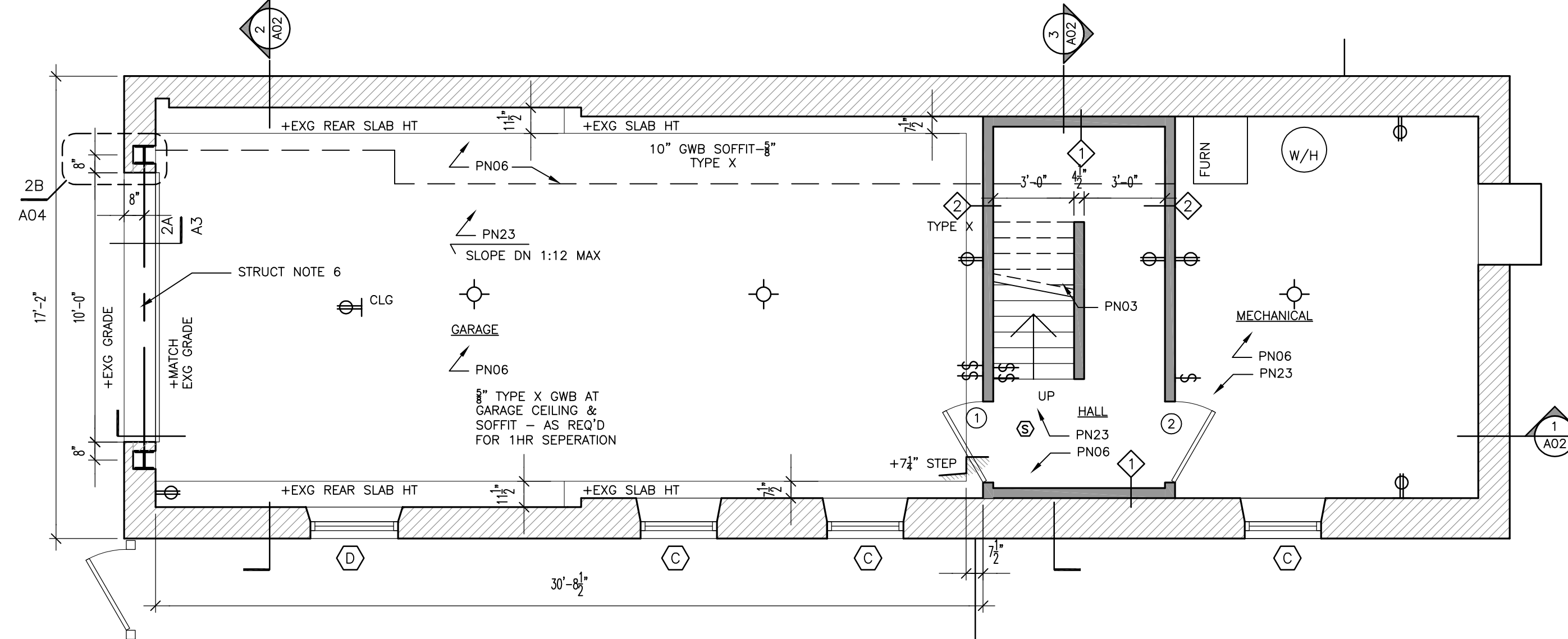
<p><b>1923 Vine Street Renovation</b>                  1923 Vine Street, Cincinnati, OH 45202                  Owner: Mr. Greg Cole &amp; Mr. Angelo Pusateri</p>	
<p>Demo Plans</p>	
<p>Scale as Noted                  November 20, 2017</p>	<p><b>D-01</b></p>



**1 Second Floor Plan**  
1/4"=1'-0"



**2 First Floor Plan**  
1/4"=1'-0"



**3 Basement Plan**  
1/4"=1'-0"

**Floor Plan Notes**

- PN01 EXG BRICK & BRICK / PLASTER EXT WALL TO REMAIN- PATCH AND REPAIR AS REQUIRED (TYP)
- PN02 EXG STAIR RISERS/ TREADS TO REMAIN- ORDINARY REPAIRS- NO ALTERATION WORK. INSTALL NEW CABLE RAIL SYSTEM WITH TYPE 1 HANDRAIL CONTINUOUS. 3/4" AFF AT NOSING.
- PN03 REBUILD EXG STAIR TO MATCH EXISTING RISE/RUN. INSTALL NEW TYPE 1 HANDRAIL CONTINUOUS. INSTALL NEW CABLE RAIL SYSTEM WITH TYPE 1 HANDRAIL CONTINUOUS. 3/4" AFF AT NOSING.
- PN04 NEW KITCHEN CABINETS/ APPLIANCES/ FIXTURES- PROVIDE ELEC CONNECTIONS PIPING AND PLUMBING ROUGH-INS AS REQ'D.
- PN05 NEW STOVE/ RANGE HOOD - VENT TO EXTERIOR.
- PN06 NEW 5/8" GWB CEILING - PTD. (TYPE X AT GARAGE CLG)
- PN07 PATCH/ REPAIR EXG PLASTER - PTD.
- PN08 REFINISH EXISTING WOOD FLOOR- PATCH AND REPAIR AS REQ'D.
- PN09 INSTALL TILE (OR OTHER NON-ABSORBENT) FLOORING AND TUB/SHOWER SURROUNDS (6FT HIGH MIN) AT NEW BATHROOM.
- PN10 1/2" MOISTURE RESISTANT GWB AT BATHROOM (TYP) EXCEPT 1/2" TILE BACKER BOARD AT TILED WALLS.
- PN11 3/8" MOISTURE RESISTANT GWB CLG @ BATH CEILING
- PN12 NEW PLUMBING FIXTURES ON NEW ROUGH-INS AND PIPING
- PN13 NEW CLOSET ROD & SHELVES
- PN14 50CFM EXHAUST FAN/ LT - VENTED TO EXTERIOR
- PN15 INSTALL PREFABRICATED SHOWER PAN/WALL/DRAIN SYSTEM ON APPROVED SUBSTRATE PER MFR'S RECOMMENDATIONS AT WET AREAS AS REQ'D TO MAINTAIN WATERTIGHTNESS. WEDI SYSTEM OR EQUAL.
- PN16 INSTALL TEMPERED GLASS AND GUARDRAIL AT BATH WINDOW.
- PN17 TEMPERED GLASS SHOWER ENCLOSURE
- PN18 R-38 BATT INSULATION W/ VAPOR BARRIER ON CONDITIONED SIDE TYP @ ROOF.
- PN19 R-25 ATTIC INSULATION ST RAFTERS/ R-15 RIGID FOAM INSULATION OVER ROOF
- PN20 NEW HARDWOOD FLOOR OVER NEW 1/2" T&G SUBFLOOR
- PN21 EXISTING HARDWOOD FLOOR- PROTECT DURING CONSTRUCTION AND REFINISH
- PN22 NEW HARDWOOD FLOOR - INSTALL OVER EXG WOOD FLOOR.
- PN23 NEW 4" CONC SLAB OVER R-10 RIGID INSULATION, GRAVEL, 6 MIL VAPOR BARRIER
- PN24 NEW LOW SLOPE ROOF TO MATCH EXISTING. REFRAME AS SHOWN. TIE IN NEW ROOF TO EXISTING BOX GUTTER. ALL ROOFING TO BE INSTALLED PER MANUFACTURERS APPROVED DETAILS AND RECOMMENDED INSTALLATION SPECS.

**Door Schedule**

- \*\*WF ALL EXG DOOR OPENINGS- ALL HEIGHTS T.M.E.\*\*
- ALL NEW INTERIOR DOORS FLUSH PANEL WOOD T.M.E.
- 1 NEW 36x80 SOLID CORE WD GARAGE WALK-THRU DOOR ENTRY DOOR- ENTRY LATCHSET /SELF CLOSING HINGE
  - 2 NEW 36x80 WD ENTRY DOOR- PASSAGE LATCHSET
  - 3 EXISTING HISTORICAL DOOR 36x84 WD/GL ENTRY DOOR & TRANSOM - ENTRY LATCHSET
  - 4 EXISTING HISTORICAL DOOR 30x84 WD/GLASS DOOR ENTRY LATCHSET
  - 5 EXISTING HISTORICAL DOOR 32x80 WD DOOR W/ PASSAGE DOOR LATCH
  - 6A EXISTING HISTORICAL DOOR 32x80 WD DOOR W/ PASSAGE DOOR LATCH
  - 6 EXISTING HISTORICAL DOOR 32x80 WD DOOR W/ PASSAGE DOOR LATCH
  - 7 NEW DOOR 32x80 WD DOOR W/ PRIVACY DOOR LATCH
  - 8 NEW DOOR 32x80 WD DOOR W/ PRIVACY DOOR LATCH
  - 9 NEW (2)24x80 WD DOOR DUMMY LATCHSET
  - 10 EXISTING HISTORICAL DOOR 32x80 WD DOOR W/ PASSAGE DOOR LATCH
  - 11 EXISTING HISTORICAL DOOR 32x80 WD DOOR W/ PRIVACY DOOR LATCH
  - 12 EXISTING HISTORICAL DOOR 32x80 WD DOOR W/ PRIVACY DOOR LATCH
  - 13 EXISTING HISTORICAL DOOR 32x80 WD DOOR W/ PRIVACY DOOR LATCH
  - 14 RELOCATED HISTORICAL DOOR 32x80 WD DOOR W/ PRIVACY DOOR LATCH
  - 15 EXISTING HISTORICAL DOOR 32x80 WD DOOR W/ PRIVACY DOOR LATCH
  - 16 NEW 32x80 WD POCKET DOOR W/ PRIVACY POCKET DOOR LATCH
  - 17 NEW 32x80 WD POCKET DOOR W/ PASSAGE POCKET DOOR LATCH
  - 18 NEW 36x80 WD/GL DOOR W/ ENTRY LOCK

ALL DOORS AND WINDOWS NEW U.O.N.  
ALL NEW DOOR GLAZING TO BE TEMPERED PER CODE  
ALL NEW GLAZING U MAX =.40

**Partition Key**

- EXG MASONRY WALL
- NEW GWB PARTITION
- EXG GWB PARTITION

- 1 FURRED WALL: 2X4 STUDS @16"O.C. WITH 1/2" GWB ON ROOM SIDE. R-19 W/ VAPOR BARRIER AT WARM SIDE @ PERIMETER LOCATIONS
- 1A FURRED CHASE WALL: 2X4 STUDS (TURNED) @16"O.C. WITH 1/2" GWB ON ROOM SIDE
- 2 NEW GWB PARTITION: 2X4 STUDS @16"O.C. WITH 1/2" GWB ON BOTH SIDES
- 3 NEW GWB CHASE: 2X6 STUDS @16"O.C. WITH 1/2" GWB ON BOTH SIDES
- 4 NEW EXTERIOR FRAMED WALL- 2x6 STUDS 16" O.C. R-19 BATT INSUL W/ VAPOR BARRIER WARM SIDE. INTERIOR- 1/2" GWB-PTD. EXTERIOR - 5/8" PLYWOOD SHEATHING WITH CEMENT BOARD SIDING OVER WEATHER BARRIER.

**Window Schedule**

- \*\*WF ALL EXG WINDOW OPENINGS- ALL HEIGHTS/WIDTHS T.M.E.\*\*
- A NEW 57x53 1/2" FIXED GLASS WINDOW W/ 57x25 1/2" FIXED GLASS TRANSOM
  - B EXG 36x78 DH WINDOW
  - C NEW 37x36 1/2" CASEMENT WINDOW
  - D NEW 37x65 DH WINDOW
  - E EXG 44x66 DH WINDOW
  - F EXG 36x66 DH WINDOW
  - G EXG 24x28 CASEMENT WINDOW
- ALL WINDOWS EXG REFURBISHED U.O.N.  
WINDOW GLAZING AT TUB/ SHOWER SHALL BE TEMPERED PER CODE  
ALL NEW GLAZING U MAX =.40

**Structural Notes**

- STRUCT NOTE 1: SHEAR WALL WITH NAILS SPACED @ 3"O.C. EDGE/ 12"O.C. FIELD
- STRUCT NOTE 2: (3)-2x\_ POST WITH SIMPSON HDUB-SDS2.5; PROVIDE 3"x3"x4" PLATE WASHER ON UNDERSIDE OF BEAM
- STRUCT NOTE 3: 1/2"x4"x8" HOLDOWN (LONG LEG AGAINST LVL) 24" LONG W/ (2)-5/8" DIA. THREADED ROD W/ ADHESIVE (5"EMBED) @16" O.C.
- STRUCT NOTE 4: 1/2"x4"x8" HOLDOWN (LONG LEG AGAINST LVL) 48" LONG W/ (4)-5/8" DIA. THREADED ROD W/ ADHESIVE (5"EMBED) @16" O.C.
- STRUCT NOTE 5: (3)1/2"x9 1/2" LVL W/ 1/2"x9"CONT STEEL PLATE FLITCH BEAM. POCKET INTO WALLS & BEAR ON P.T. PLATE EACH END. FASTEN TIES WITH 1/2" BOLTS @ 12"O.C. STAGGERED TOP & BOTTOM AND (4) BOLTS EACH END.
- STRUCT NOTE 6: NEW STEEL MOMENT FRAME AT GARAGE DOOR OPENING- SEE DETAIL 2/A03

**General Notes**

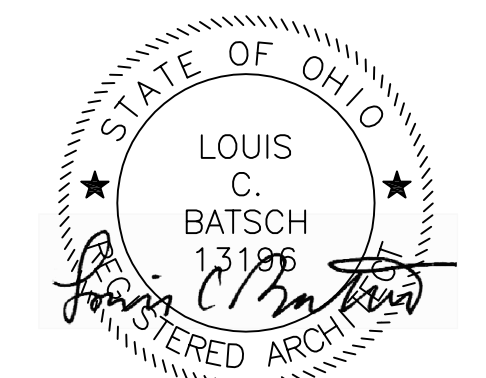
- ENCLOSED ACCESSIBLE SPACE UNDER STAIRS SHALL HAVE WALLS, UNDER-STAIR SURFACE AND ANY SOFFITS PROTECTED ON THE ENCLOSED SIDE WITH 1/2"-INCH GYPSUM BOARD.
- WALL AND CEILING FINISHES SHALL HAVE A SMOKE-DEVELOPED INDEX OF NOT GREATER THAN 450.
- WALL AND CEILING FINISHES SHALL HAVE A FLAME SPREAD INDEX OF NOT GREATER THAN 200.
- MAINTAIN EXG 1 HR FIRE SEPARATION BETWEEN UNITS.
- PROVIDE AND INSTALL FIREBLOCKING PER CODE AT ALL CONCEALED FRAMING CONDITIONS EXPOSED DURING RENOVATION - INCLUDING BALLOON FRAMED FLOOR/WALL CONDITIONS- TYPICAL

**Smoke & CO Detectors**

- PROVIDE AND INSTALL HARDWIRED INTERCONNECTED SMOKE DETECTORS IN THE FOLLOWING AREAS:
1. IN EACH SLEEPING ROOM.
  2. OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE SLEEPING ROOMS.
  3. ON EACH ADDITIONAL STORY OF THE DWELLING, INCLUDING BASEMENT.
- PROVIDE AND INSTALL AN APPROVED CARBON MONOXIDE DETECTOR OUTSIDE OF EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS AS INDICATED AND REQ'D BY CODE.

**Lighting Notes:**

- PROVIDE SWITCHED LIGHT LOCATED IN THE IMMEDIATE VICINITY OF EACH LANDING INTERIOR STAIRWAY (3 FC MIN) AND AT EXTERIOR ENTRANCES/ EXIT WAYS.
- PROVIDE ADEQUATE LIGHT FIXTURES AT ALL PORTIONS OF BUILDING INCLUDING ATTICS BASEMENT/CELLAR AS REQUIRED FOR INTENDED USE.



LOUIS C. BATSCCH LICENSE #13196  
EXPIRES 12/31/2017

11-20-17 PERMIT SET

**1923 Vine Street Renovation**

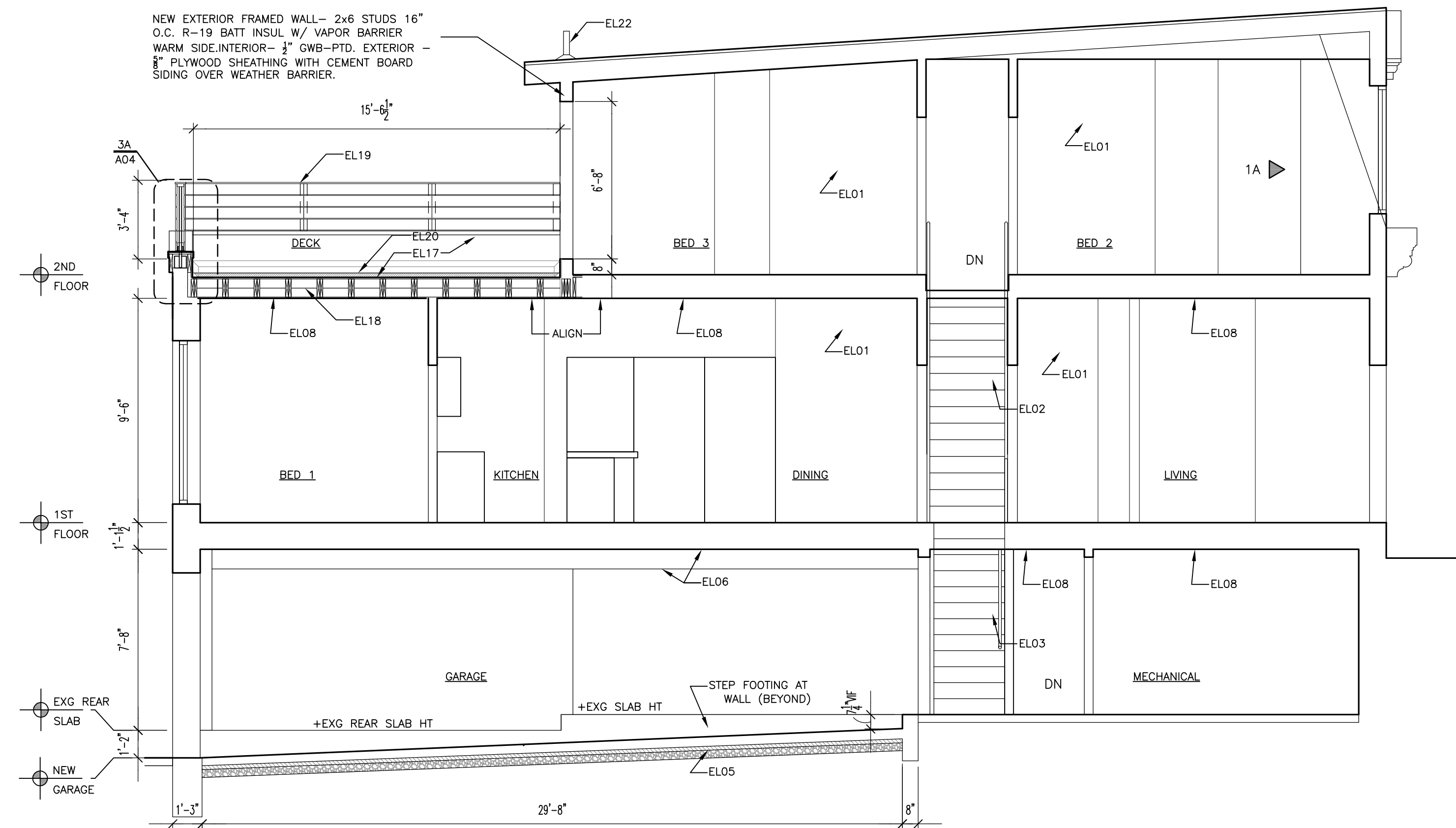
1923 Vine Street, Cincinnati, OH 45202  
Owner: Mr. Greg Cole & Mr. Angelo Pusateri

**Floor Plans**

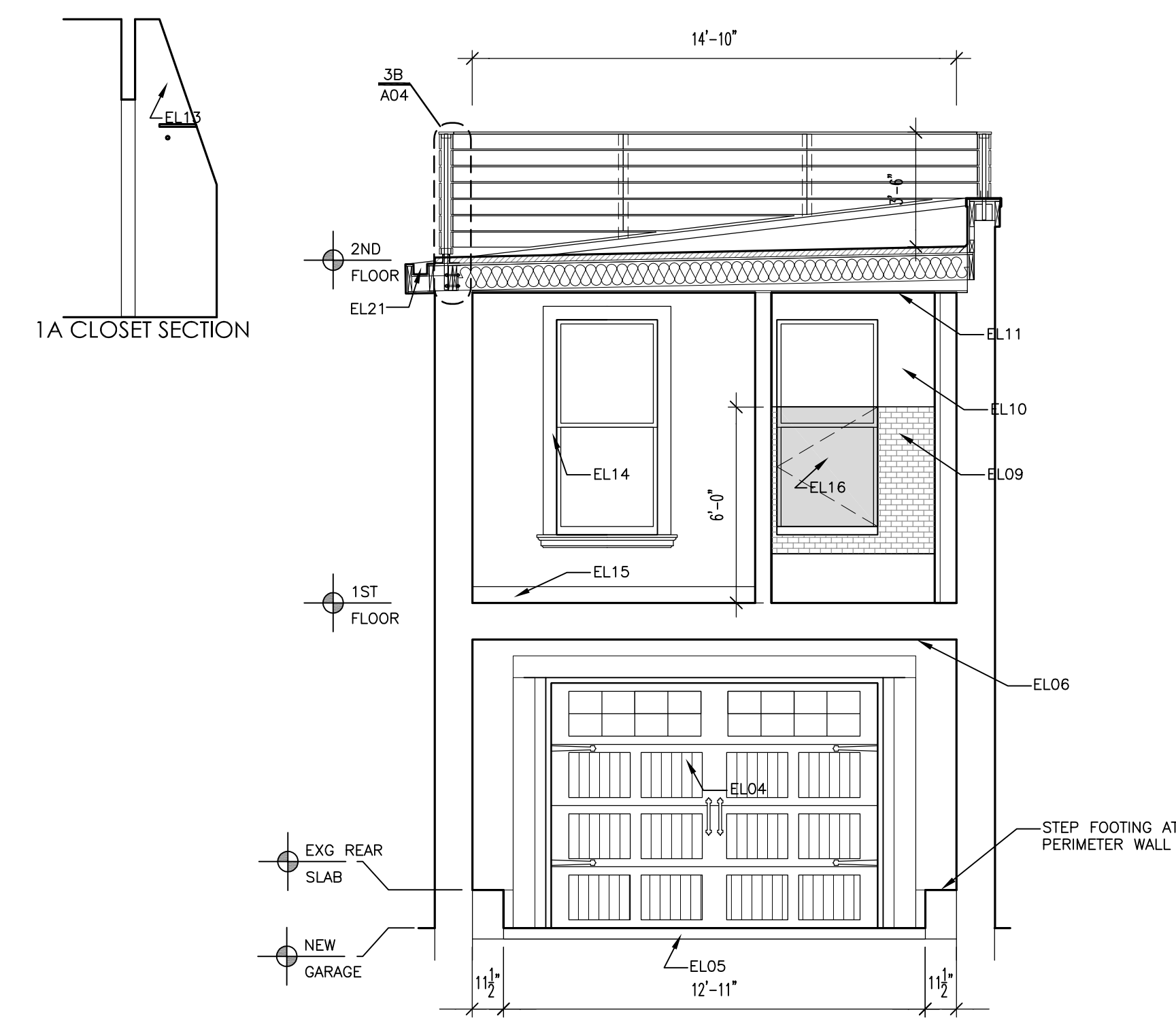
Scale as Noted

November 20, 2017

**A-01**



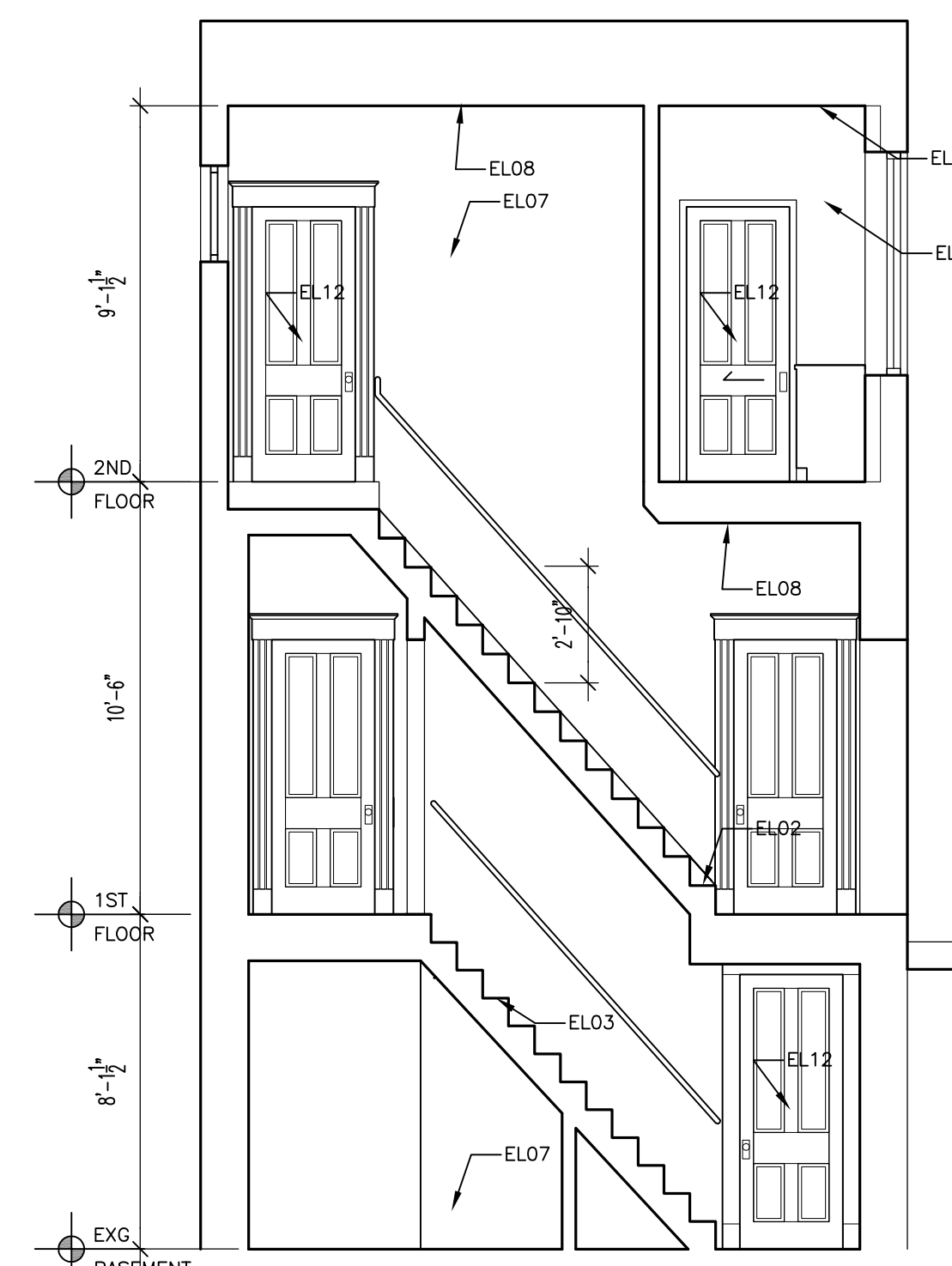
**1 Section - Looking North**  
 1/4"=1'-0"



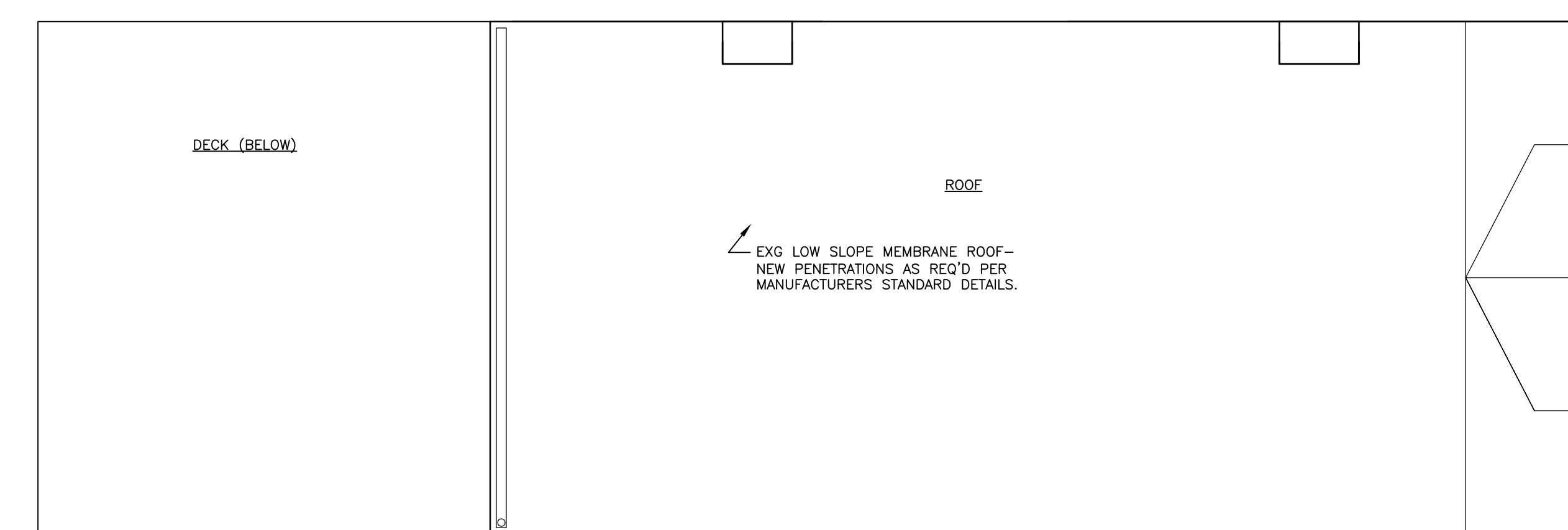
**2 Section at Low Roof**  
 1/4"=1'-0"

**Interior Section/ Elevation Notes**

- EL01 EXG BRICK & BRICK/ PLASTER EXT WALL TO REMAIN-- PATCH AND REPAIR AS REQUIRED (TYP)
- EL02 EXG STAIR RISERS/ TREADS TO REMAIN-- ORDINARY REPAIRS-- NO ALTERATION WORK. INSTALL NEW TYPE 1 HANDRAIL CONTINUOUS. 34" AFF AT NOSING.
- EL03 REBUILD EXG STAIR TO MATCH EXISTING RISE/RUN. INSTALL NEW TYPE 1 HANDRAIL CONTINUOUS. 34" AFF AT NOSING.
- EL04 NEW GARAGE DOOR
- EL05 NEW 4" CONC SLAB OVER R-10 RIGID INSULATION, GRAVEL, 6 MIL VAPOR BARRIER-- SLOPE TO DOOR
- EL06 NEW 5/8" GWB TYPE X CEILING & SOFFIT AT GARAGE--PTD.
- EL07 NEW 1/2" GWB WALL-- PTD.
- EL08 NEW 5/8" GWB CLG
- EL09 INSTALL TILE (OR OTHER NON-ABSORBENT) FLOORING AND TUB/SHOWER SURROUNDS (6FT HIGH MIN) AT NEW BATHROOM.
- EL10 1/2" MOISTURE RESISTANT GWB AT BATHROOM (TYP) EXCEPT 1/2" TILE BACKER BOARD AT TILED WALLS.
- EL11 5/8" MOISTURE RESISTANT GWB CLG @ BATH CEILING
- EL12 NEW WD 4 PANEL DOOR
- EL13 NEW CLOSET ROD & SHELVES
- EL14 NEW WINDOW TRIM T.M.E.
- EL15 NEW WD BASE TRIM T.M.E.
- EL16 INSTALL 1/4" TH HINGED TEMPERED GLASS DOOR-- PATTERNED IN FRONT OF BATH WINDOW.
- EL17 NEW LOW SLOPE MEMBRANE ROOF
- EL18 R-38 BATT INSULATION W/ VAPOR BARRIER ON CONDITIONED SIDE TYP @ ROOF.
- EL19 NEW GUARD RAIL/ PARAPET-- SEE DETAIL 3/A04
- EL20 NEW ROOF PAVERS-- FIRESTONE SKYPAVER COMPOSITE ROOF PAVES SYSTEM
- EL21 EXG BOX GUTTER/ DOWNSPOUT. TIE IN NEW ROOF TO EXISTING BOX GUTTER. ALL ROOFING TO BE INSTALLED PER MANUFACTURERS APPROVED DETAILS AND RECOMMENDED INSTALLATION SPEC
- EL22 NEW VENT AT EXG EPDM ROOF-- INSTALL AND FLASH PENETRATION PER ROOF MFR APPROVED DETAILS AND SPECIFICATIONS.



**3 Section at Hall**  
 1/4"=1'-0"



**4 Roof Plan**  
 1/4"=1'-0"

**MEP Notes**

ALL MEP WORK SHALL BE INSTALLED TO MINIMIZE THE IMPACT ON THE HISTORIC ELEMENTS OF THE BUILDING TO THE EXTENT THAT IS FEASIBLE. INCLUDING BUT NOT LIMITED TO:

ALL WIRING IN FINISHED AREAS AND SPACES SHALL BE RUN IN CONCEALED LOCATIONS.

ALL BRANCH PLUMBING, VENTS, AND RISERS FOR PLUMBING AND ALL WIRING, CONDENSATE DRAINS, AND CONDENSER LINES ETC FOR HVAC SHALL BE INSTALLED BETWEEN FLOOR/ CEILING JOISTS OR IN FURRED WALLS INDICATED ON PLANS.

NO ADDITIONAL SOFFITS/ FURRED OUT WALLS.

PATCH AND REFINISH ALL SURFACES DISTURBED DURING MEP INSTALLATION OF TO MATCH EXISTING

**ELECTRICAL:**

CONTRACTOR TO DESIGN, PROVIDE AND INSTALL NEW ELECTRICAL DEVICES AND WIRING AS INDICATED IN THE DRAWINGS AND AS REQ'D TO COMPLY WITH CURRENT NEC AND APPLICABLE CODES.

LIGHTING, EQUIPMENT HOOKUPS, SWITCHES, OUTLETS AS REQ'D AND AS INDICATED ON THE DRAWINGS.

CONTRACTOR RESPONSIBLE FOR OBTAINING ALL REQ'D PERMITS, INSPECTIONS AND APPROVALS.

ALL WIRING IN FINISHED SPACES TO BE INSTALLED IN CONCEALED LOCATIONS.

ALL RECEPTACLES INSTALLED IN THE FOLLOWING LOCATIONS SHALL BE GROUND--FAULT CIRCUIT--INTERRUPTER (GFCI) PROTECTED:

- BATHROOMS
- OUTDOORS
- CELLAR
- KITCHEN COUNTERS
- RECEPTACLES LESS THAN 6 FT FROM SINKS

EXTERIOR RECEPTACLES SHALL BE WEATHERPROOF GFI TYPE

PROVIDE AND INSTALL HARDWIRED INTERCONNECTED SMOKE/ CO DETECTORS AS INDICATED AND REQ'D BY CODE.

**HVAC:**

HVAC FOR THE RESIDENTIAL UNITS SHALL BE DUCTED ACU/FURNACE. UNIT LOCATIONS PER PLANS. ALL DUCTS LOCATED IN CHASES/ SOFFITS SHOWN ON PLANS.

ALL WIRING, CONDENSATE DRAINS, AND CONDENSER LINES ETC SHALL BE INSTALLED BETWEEN FLOOR/ CEILING JOISTS OR IN FURRED WALLS INDICATED ON PLANS.

CONTRACTOR TO PROVIDE AND INSTALL NEW HVAC SYSTEM AS REQ'D TO MAINTAIN 68" MIN ROOM TEMP AT A POINT 3 FT ABOVE FLOOR AND 2FT FROM EXTERIOR WALL AT THE WINTER DESIGN TEMPERATURE.

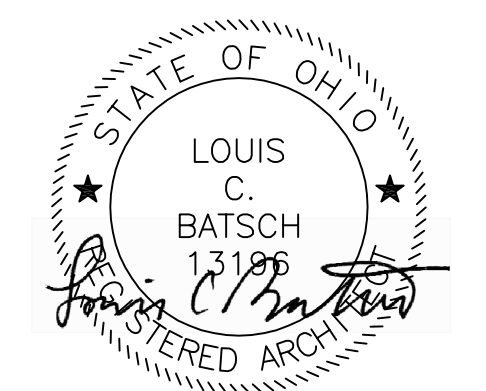
INSTALL AND PROGRAM A PROGRAMMABLE THERMOSTAT PER CHAPTER 11 RCO.

CONTRACTOR RESPONSIBLE FOR OBTAINING ALL REQ'D PERMITS, INSPECTIONS AND APPROVALS.

**PLUMBING:**

CONTRACTOR TO PROVIDE AND INSTALL NEW PLUMBING FIXTURES AND ROUGH--INS AS INDICATED

ALL BRANCH PLUMBING, VENT STACKS, AND RISERS FOR PLUMBING SHALL BE INSTALLED BETWEEN FLOOR/ CEILING JOISTS OR IN FURRED WALLS INDICATED ON PLANS.



LOUIS C. BATSCH LICENSE #13196  
 EXPIRES 12/31/2017

11-20-17 PERMIT SET

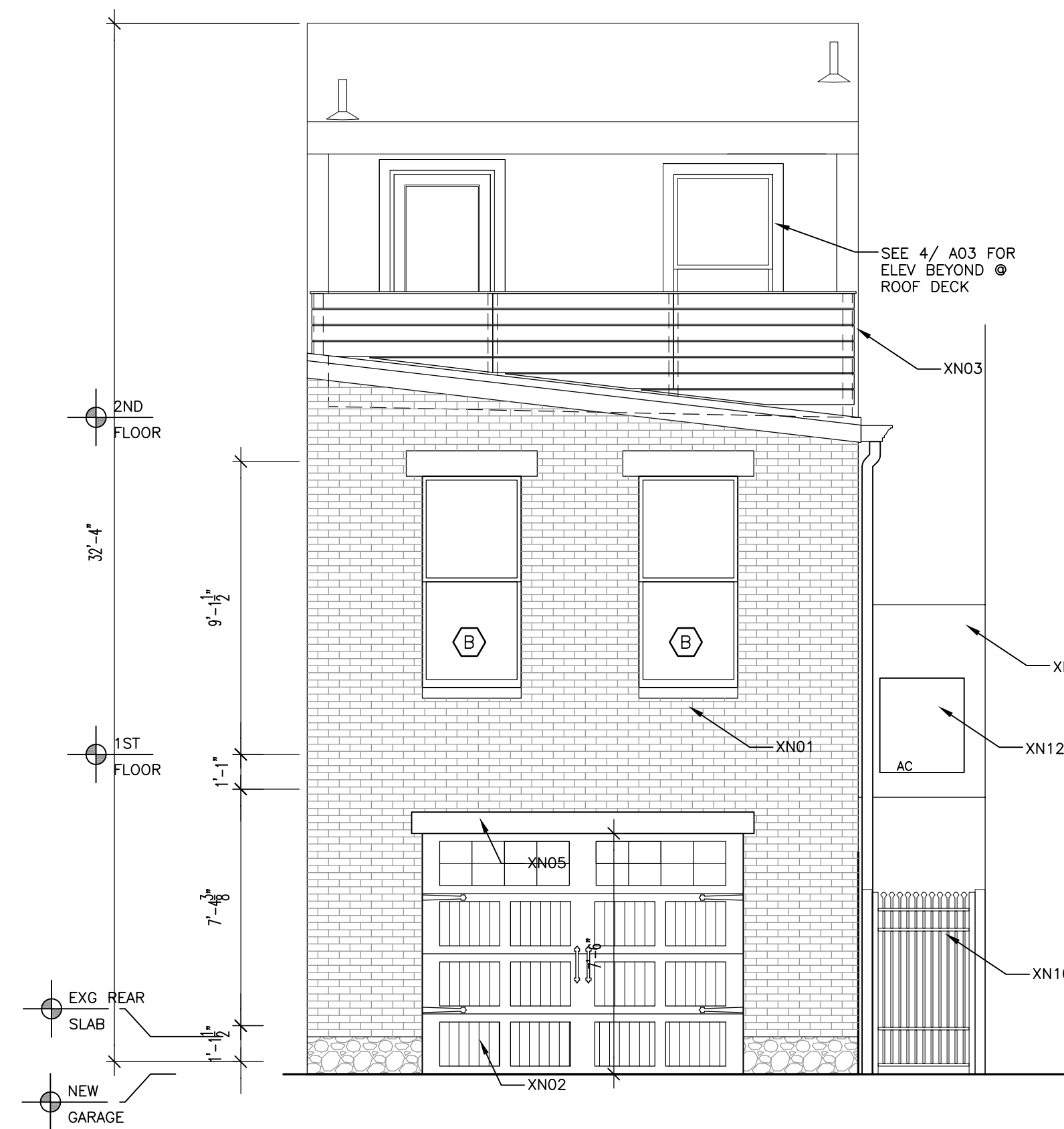
**1923 Vine Street Renovation**  
 1923 Vine Street, Cincinnati, OH 45202  
 Owner: Mr. Greg Cole & Mr. Angelo Pusateri

Sections

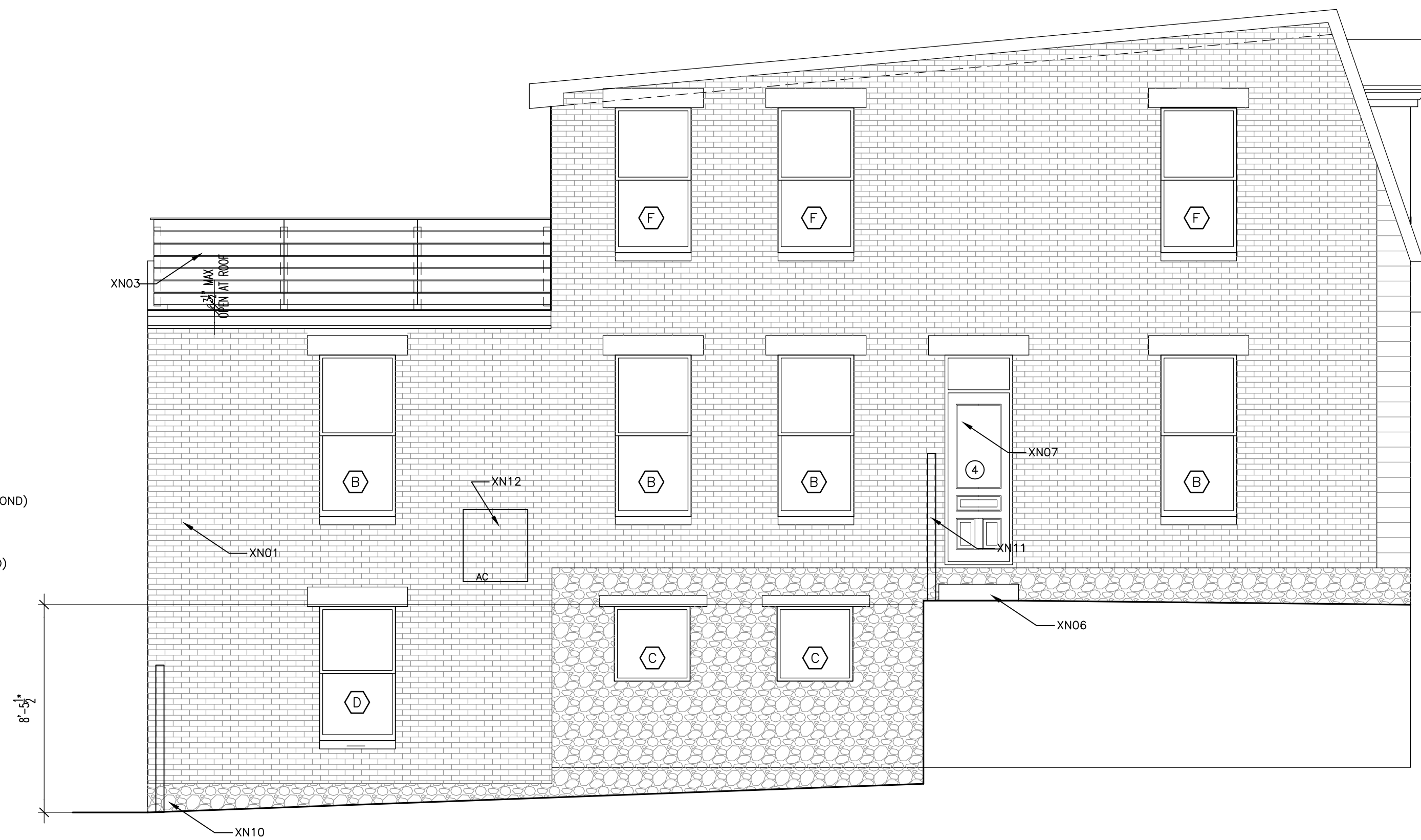
Scale as Noted

November 20, 2017

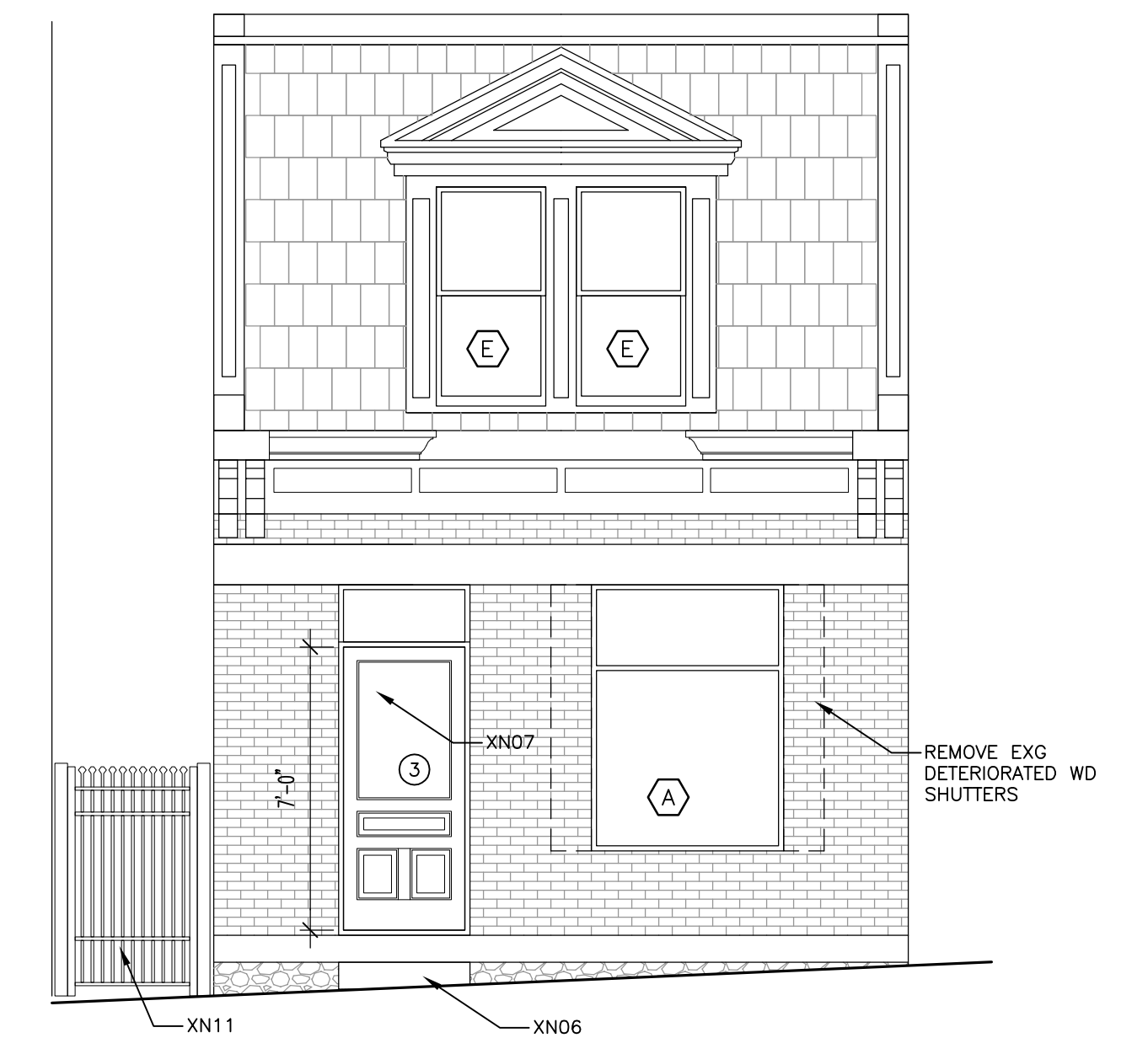
A-02



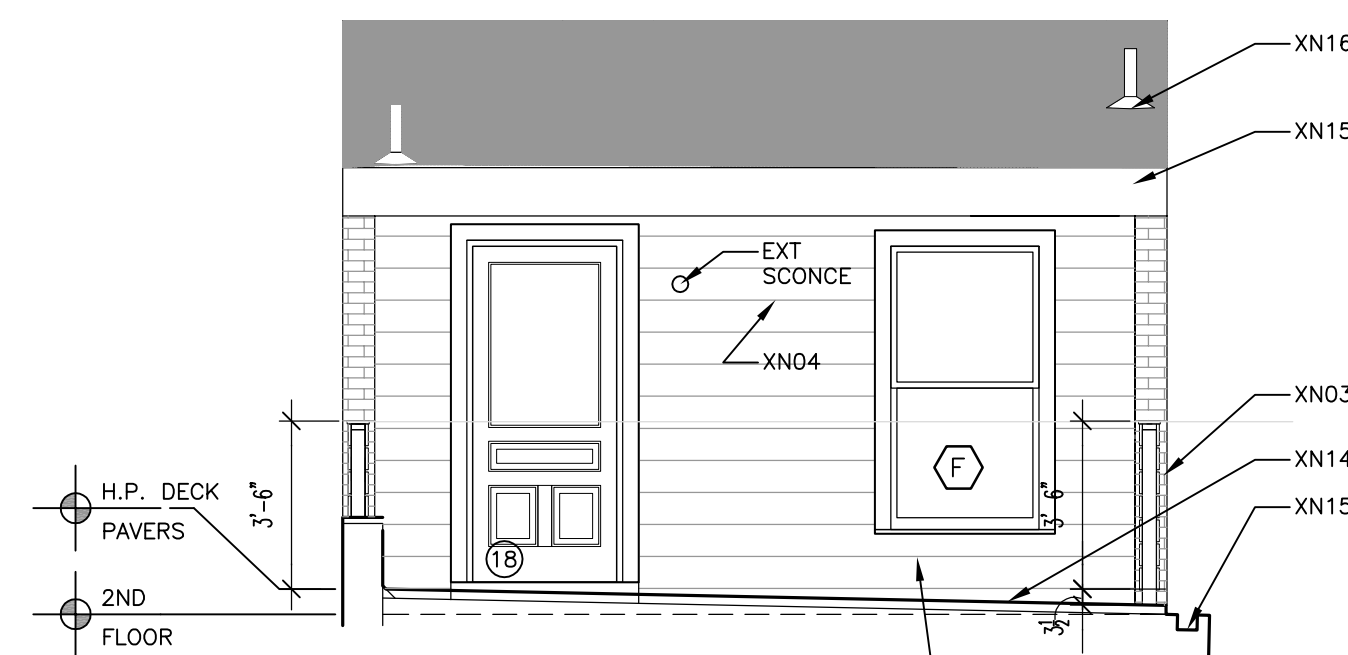
**1** Rear Elevation  
1/4"=1'-0"



**2** South Elevation  
1/4"=1'-0"



**3** Vine Street Elevation  
1/4"=1'-0"



**4** Rear Elevation at Deck  
1/4"=1'-0"

NEW EXTERIOR FRAMED WALL- 2x6 STUDS 16"  
O.C. R-19 BATT INSUL W/ VAPOR BARRIER  
WARM SIDE INTERIOR- 1" GWB-PTD. EXTERIOR -  
3/4" PLYWOOD SHEATHING WITH CEMENT BOARD  
SIDING OVER WEATHER BARRIER.

**Exterior Elevation Notes**

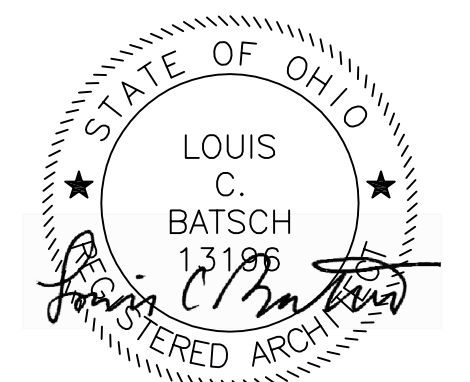
- XN01 REPAIR/ REPOINT EXG MASONRY T.M.E.
- XN02 NEW GARAGE DOOR IN NEW OPENING
- XN03 NEW GUARD RAIL/ PARAPET- SEE DETAIL
- XN04 NEW CEMENT BOARD SIDING
- XN05 NEW LIMESTONE LINTEL
- XN06 NEW CONCRETE STEPS T.M.E.
- XN07 NEW PTD WD/GLASS DOOR AND TRANSOM
- XN08 REPAIR AND REPAINT EXISTING CORNICE, SIDING AND TRIM. COLOR T.B.D.
- XN09 EXTERIOR LIGHT - LOCATE WIRING PENETRATIONS AT EXG MORTAR JOINTS & INSTALL BASE FLUSH WITH BRICKS. SUBMIT CUTS FOR APPROVAL PRIOR TO INSTALLATION
- XN10 NEW 72"H PICKET GATE
- XN11 NEW 72"H PICKET FENCE
- XN12 NEW AC UNIT ON WALL MOUNTED STEEL BRACKET
- XN13 NEW LOW SLOPE MEMBRANE ROOF- TIE IN NEW ROOF TO EXISTING BOX GUTTER. ALL ROOFING TO BE INSTALLED PER MANUFACTURERS APPROVED DETAILS AND RECOMMENDED INSTALLATION SPEC
- XN14 NEW ROOF PAVERS- FIRESTONE SKYPAVER COMPOSITE ROOF PAVES SYSTEM
- XN15 EXG BOX GUTTER/ DOWNSPOUT.
- XN16 NEW VENT AT EXG MEMBRANE ROOF- INSTALL AND FLASH PENETRATION PER ROOF MFR APPROVED DETAILS AND SPECIFICATIONS.

**Window & Door Notes**

- SUBMIT ALL PAINT COLORS- INCLUDING T.B.D. FOR APPROVAL PRIOR TO PAINTING
- PROVIDE AND INSTALL STANDARD, ONE-OVER-ONE (NO MUNTIN) CLEAR-GLASS STORM WINDOWS WITH BLACK ALUMINUM FRAMES AT ALL RESTORED DOUBLE-HUNG WINDOWS- MEETING RAILS SHALL BE SMALLER THAN THOSE ON THE HISTORIC WINDOWS (APPROXIMATELY 1 INCH) AND ALIGN WITH PRIMARY SASH. SUBMIT CUTS FOR APPROVAL PRIOR TO ORDER.
- NEW WINDOWS: PELLA PROLINE SERIES WOOD CLAD DOUBLE HUNG/ CASEMENT/ AWNING WINDOWS (AS INDICATED ON PLANS). TO MATCH EXG WINDOW SIZE. LOW E INSULATED GLASS WITH REMOVABLE INSECT SCREENS. MIN WINDOW EFFICIENCY RATINGS: 0.32 U FACTOR 0.34 SHGC. MIN. COLOR T.B.D.
- NEW EXTERIOR ENTRY DOORS: EXTERIOR DOOR WOOD/ TEMP GLASS DOORS SIMILAR CONFIGURATION & DETAILS TO EXISTING HISTORIC. EFFICIENCY RATING: 0.70 U FACTOR SIMPSON 7570 THERMAL SASH WOOD DOOR WITH 1/2" G. COLOR T.B.D.
- INSTALL, CAULK, INSULATE, AND FLASH DOORS AND WINDOWS PER MANUFACTURER'S SPECIFICATIONS. PROVIDE WEATHERSTRIP AT NEW EXTERIOR DOORS.
- GC. TO FIELD VERIFY WINDOW SIZE, ROUGH OPENING DIMENSIONS AND CONFIGURATION PRIOR TO WINDOW ORDER. WINDOW SIZE AND CONFIGURATION TO MATCH EXG. (DOORS SIM)
- ALL WINDOWS AND DOORS SIZED TO FIT EXG OPENINGS. DH OR CASEMENT AS INDICATED TO MATCH EXISTING. CONTRACTOR TO VIF ALL DIMENSIONS
- ALL NEW WINDOWS LOW E TYPE & ALL NEW EXTERIOR DOORS INSULATED AS REQ'D TO MEET MIN REQ'S FOR ENERGY CODE.
- ALL NEW DOOR AND WINDOW HARDWARE - SEE DOOR SCHEDULE. PROVIDE UL LISTED CLOSERS AT ALL FIRE RATED DOORS & EXG/NEW APARTMENT UNIT ENTRY DOORS. WEATHER STRIP EXTERIOR DOORS.
- NEW GARAGE DOOR: DOORLINK 3630 DOOR W/#387 STOCKTON GLAZED PANEL. R-10.25 INSULATED/ 26GA STL/ SHOP PAINTED BLACK/ 10'0"x7'6" DOORLINK T:816-474-3900 WWW.DOORLINKMFG.COM

ALL INTERIOR DOORS - NO SADDLE/FLUSH SADDLE U.O.N.  
ALL DOOR GLASS TEMPERED.  
INSULATED GLASS AT NEW EXTERIOR DOORS  
REFER TO PLAN FOR DOOR HANDING.

EGRESS DOORS/ GATE SHALL BE READILY OPENABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT.



LOUIS C. BATSCH LICENSE #13196  
EXPIRES 12/31/2017

11-20-17 PERMIT SET

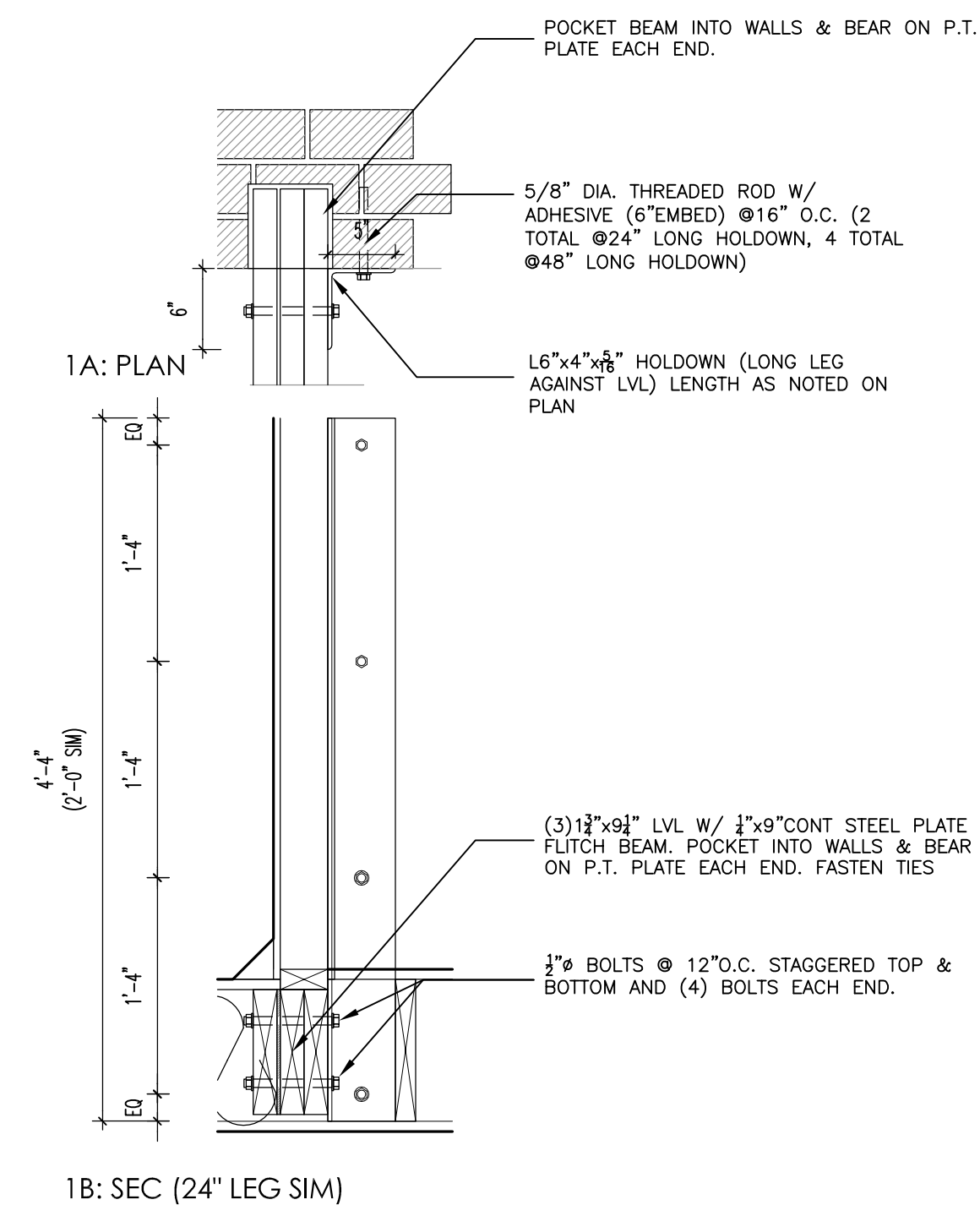
1923 Vine Street Renovation  
1923 Vine Street, Cincinnati, OH 45202  
Owner: Mr. Greg Cole & Mr. Angelo Fusateri

Elevations

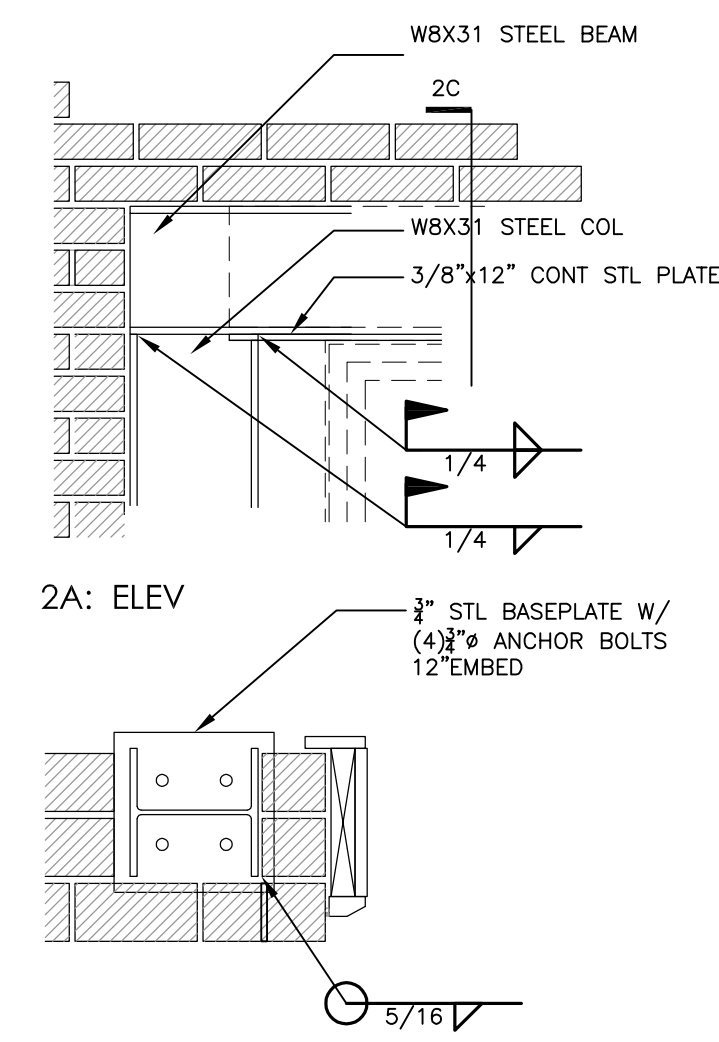
Scale as Noted

November 20, 2017

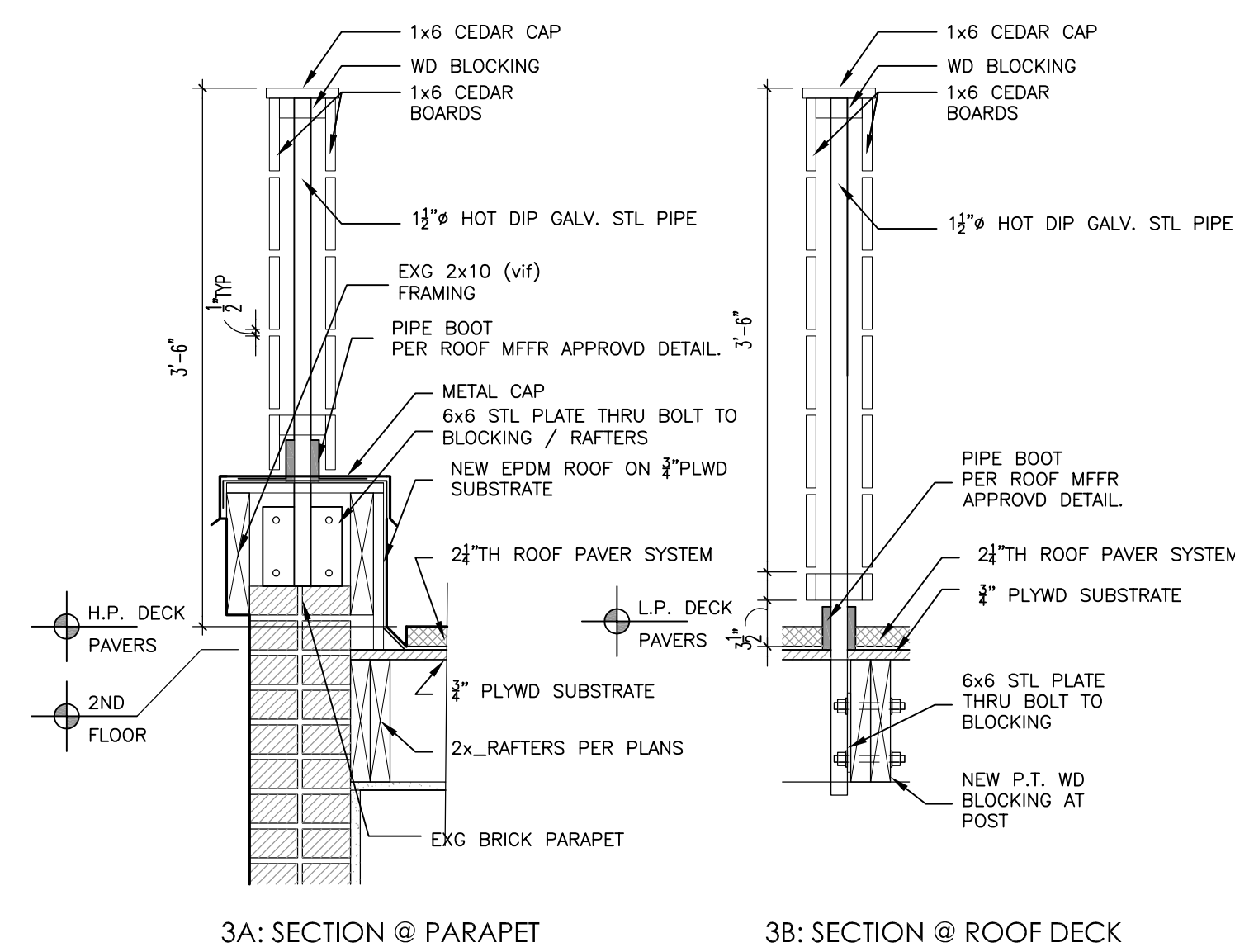
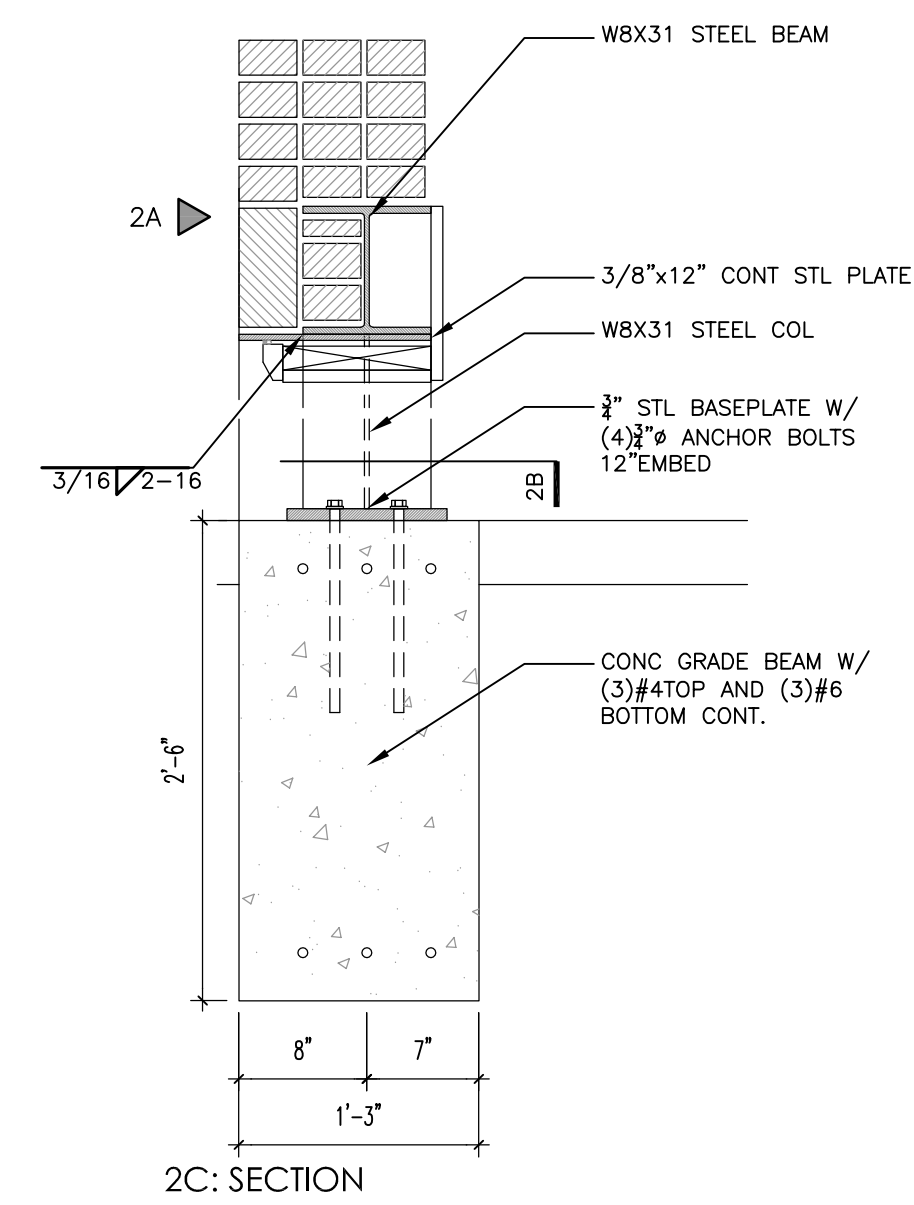
A-03



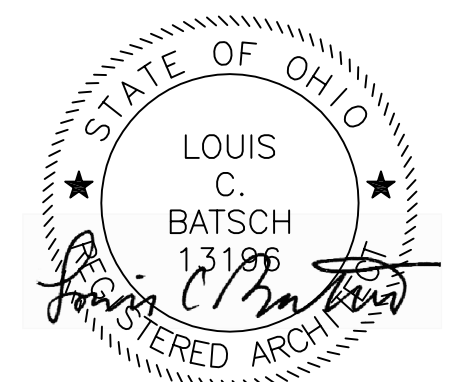
**1** Section at Holdown  
 1"=1'-0"



**2** Section at Steel Moment Frame  
 1"=1'-0"



**3** Section at Deck Railing  
 1"=1'-0"



LOUIS C. BATSCH LICENSE #13196  
 EXPIRES 12/31/2017

11-20-17 PERMIT SET

1923 Vine Street Renovation  
 1921 Vine Street, Cincinnati, OH 45202  
 Owner: Mr. Greg Cole & Mr. Angelo Fusateri

Details

Scale as Noted

November 20, 2017

A-04

---

---

**APPLICATION FOR  
CERTIFICATE OF APPROPRIATENESS  
AND ZONING RELIEF  
HISTORIC CONSERVATION BOARD PUBLIC HEARING  
STAFF REPORT**

---

APPLICATION #: ZH20170206/ COA2017085  
APPLICANT: Andrew Salzbrun  
OWNER: Broadway Square II LLC  
ADDRESS: **331 E. 13th Street**  
PARCELS: 075-0001-0025-00  
ZONING: CN-P  
OVERLAYS: Over-the-Rhine Historic District  
COMMUNITY: Pendleton  
REPORT DATE: December 22, 2017  
HEARING DATE: January 8, 2018  
STAFF REVIEW: Douglas Owen, Zoning Plan Examiner

---

---

**Details of Zoning Relief Required:**

The applicant requires the following Zoning Relief:

1. **Section 1427-37 – Numerical Variance** of 5 for 6 total projecting signs on the north elevation, in excess of the one allowed.
2. **Section 1427-37 – Numerical Variance** of 4 for 5 total projecting signs on the east elevation, in excess of the one allowed.

**Existing Conditions**

The subject property is situated on the northwest corner of East 13<sup>th</sup> Street and Broadway Street (Figure 1). Built in the mid-1920s, this Commercial-style, single-story masonry building is listed on the Over the Rhine non-contributing resource list although it fits within the period of significance for this district of 1840 to 1941. The building features a stone foundation, walls clad in brick and a flat roof with a parapet. The brick colors on the facades vary and indicate masonry infill on both the Broadway and E. 13<sup>th</sup> Street facades (Figure 2). The brick infill houses small replacement windows as well as metal entry and overhead doors.

The rear of the building abuts Bunker Alley and the south side of the building abuts a four story historic building that is a multi-family dwelling. Across 13<sup>th</sup> Street to the north is the newly renovated Alumni Lofts Apartments. The building is currently vacant and white boxed. The property appears on the 1934 Sanborn Fire Insurance map as a “Tire Service Station” operated by The Schneider Tire Company and was later used through 2014 by the Cincinnati Plating and Repair silverware factory.



Figure 1: 331 E. 13th Street. Map from CAGIS Maps.



Figure 2: 331 E. 13th Street facing southwest. Image courtesy of Google.

### **Proposed Conditions**

The applicant is proposing to modify 331 E. 13<sup>th</sup> Street with new projecting signs. A total of 11 projecting signs will be installed for each letter in “Three Points” denoting the name of the Three Points Brewery. The signage will include border lighting in the form of an LED border tube along the top and bottom of the signs.

**Previous Reviews:** A COA and Parking Variance were granted at the March 21, 2016 HCB meeting. An additional COA modifying the exterior elevations was granted at the January 30, 2017 HCB meeting. No signage was proposed at the time.

### **Applicable Zoning Code Sections:**

Zoning District:	<a href="#">Section 1409</a>	CN-P
HCB authority:	<a href="#">Section 1435-05-4</a>	
Overlays:	<a href="#">Section 1435</a>	Historic Preservation
Historic District/Reg:	<a href="#">Over the Rhine Historic District</a>	
COA Standard:	<a href="#">Section 1435-09-2</a>	COA; Standard of Review

### **Zoning Review**

The applicant requires Zoning Relief for the proposed signage, which is technically viewed as 11 individual projecting signs as each letter projects from the façade independently.

### **Standards for Variances per Section 1435-05-4**

- (a) Is necessary and appropriate in the interest of historic conservation so as not to adversely affect the historic architectural or aesthetic integrity of the Historic District of Historic Asset; or

*While the proposed projecting signs exceed the allowable number of signs on each elevation, the total size of all signs combined is not excessive. While the square footage of each individual letter varies based on the size of the letter, the average size comes out to 1 square foot per letter for a total of 11 square feet. Projecting signs in OTR are permitted to be 12.25 square feet per elevation, meaning the total sign area is well below the building maximum of 24.5 square feet. The total sign area is also well below the allowable wall sign area of 68 square feet for the west elevation and 90 square feet for the north elevation.*

*The placement of the sign within decorative brick paneling above the storefront will not detract from the architectural character of the building. In fact, the LED border tube lighting that will be placed above and below the signage will fit within the recessed area of the panels highlighting the minimal architectural detailing in the building’s entablature.*

- (b) Is necessary where the denial thereof would result in a deprivation of all economically viable uses of the property as viewed in its entirety. In making such a determination, the Historic Conservation Board may consider the factors set forth in Section 1435-09-2 (aa) to (ff).

*The denial of the requested variances would not deprive the property of all economically viable uses, however, the sign does help to promote the business. Without effective signage, the business is unlikely to be easily identified and frequented by passersby.*

### **General Standards**

Below is analysis of the consideration factors for all of the requested zoning actions, utilizing Section 1445-13, General Standards; Public Interest.

- a. **Zoning.** The proposed work conforms to the underlying zone district regulations and is in harmony with the general purposes and intent of the Cincinnati Zoning Code.  
*The underlying zoning is CN-M. The proposed work conforms to the district regulations with the exception of the relief requested herein and that relief previously approved by the HCB.*
- b. **Guidelines.** The proposed work conforms to any guidelines adopted or approved by Council for the district in which the proposed work is located.  
*The proposed work substantially conforms to the guidelines for the district.*
- c. **Plans.** The proposed work conforms to a comprehensive plan, any applicable urban design or other plan officially adopted by Council, and any applicable community plan approved by the City Planning Commission.  
*This project conforms to the Over the Rhine Comprehensive Plan.*
- d. **Traffic.** Streets or other means of access to the proposed development are suitable and adequate to carry anticipated traffic and will not overload the adjacent streets and the internal circulation system is properly designed.  
*The sign will not affect traffic. The projection of the signs will allow passersby to see the text from a distance.*
- h. **Neighborhood Compatibility.** The proposed work is compatible with the predominant or prevailing land use, building and structure patterns of the neighborhood surrounding the proposed development and will not have a material net cumulative adverse impact on the neighborhood.  
*The proposed work will not have an adverse impact on the neighborhood. Projecting signs are permitted in this district, though not the amount requested by the applicant. The effect of the signage will be similar to that of wall signage.*

### **Certificate of Appropriateness Review:**

A COA is required for the proposed signage as signage was not included or reviewed in the COAs granted at the March 21, 2016 and January 8, 2017 HCB meetings.

### **Comments on Applicable Guidelines**

All the changes substantially conform to the Over-the-Rhine Historic Conservation Guidelines.

## **Applicable Guidelines**

### REHABILITATION

#### Rehabilitation

13. SIGNS: Signs should be designed for clarity, legibility and compatibility with the building or property on which they are located. Signs should be located above the storefront, on the storefront windows or on awnings and should not cover any architectural features. Signs should capitalize on the special character of the building and reflect the nature of the business.

Wall and projecting signs should be located above the storefront or first story and below the second story sills. The size of wall signs shall be limited to one square foot per lineal foot of building frontage. Projecting signs should be no larger than 3 feet, 6 inches in width or height. Small projecting signs such as symbol signs are appropriate. Billboards and internally illuminated signs are not permitted. Neon signs may be approved on a case-by-case basis.

*The proposed signage meets the guidelines in that the lettering will be clear legible and compatible with the building. The location of the sign along the building's entablature will draw attention to the small amount of architectural detailing on the building. Each sign is below the size limit for projecting signs and consists of a small symbol (letter). The signage capitalizes on the nature of the single-story commercial-style building. The best option for the placement of signage is at the proposed location, as it will be above the first floor storefront without obscuring architectural detailing, but rather drawing attention to the entablature through the projecting letters and recessed LED tube lighting.*

#### Other Considerations:

**Prehearing Results:** A prehearing was held on December 20, 2017.

**Comments Provided to Staff:** N/A

#### **Consistency with *Plan Cincinnati (2012)*:**

"Sustain" Initiative Area "Preserve our built history"

#### Recommendation:

Staff recommends the Historic Conservation Board take the following actions:

##### I. **ZONING RELIEF**

###### A. **VARIANCES**

1. Section 1427-37 – **APPROVE** – Numerical Variance for 6 projecting signs on the north elevation, in excess of the one allowed per plans submitted by Frontier Signs and Displays dated 11/9/2017, with the following condition:

i. A Revocable Street Privilege must be obtained from DOTE prior to erection of the signs.

2. Section 1427-37 – **APPROVE** – Numerical Variance for 5 projecting signs on the east elevation, in excess of the one allowed per plans submitted by Frontier Signs and Displays dated 11/9/2017.

B. **FINDING:** The Board makes this determination that per Section 1435-05-4:

1. Such relief from literal implication of the Zoning Code will not be materially detrimental to the public health, safety and welfare or injurious to property within the district or vicinity where property is located; and

2. Is necessary and appropriate in the interest of historic conservation so as not to adversely affect the historic architectural or aesthetic integrity of the district.

## II. **CERTIFICATE OF APPROPRIATENESS**

A. **APPROVE** a Certificate of Appropriateness for 331 E. 13<sup>th</sup> Street per plans submitted by Frontier Signs and Displays dated 11/9/2017 including any revisions submitted for permit subject to staff review and approval with the following condition:

1. The building permits must be issued within two years of the decision date or the Certificate of Appropriateness shall expire.

B. **FINDING:** The Board makes this determination per Section 1435-09-2:

1. That the property owner has demonstrated by credible evidence that the proposal substantially conforms to the applicable conservation guidelines.



To Whom It May Concern:

As manager of the soon-to-be-opened Three Points Urban Brewery in Pendleton, we are requesting your support in the opportunity to execute the proposed exterior signage in this packet.

The signage in discussion is unique in nature due to its mounting positioning. Where a traditional mounted sign is positioned parallel to the building face as a single sign, these individual letters are mounted individually at a 90 degree angle. This mounting design is the nature of this request. Below are our reasons for the request:

- Due to its unique design, it is currently being considered 11 projecting signs compared to 1. Each one of the individual letters is being submitted as an individual sign of a larger word.
- This unique signage design blends in with the unique storefront designs in the Over-the-Rhine neighborhood and its merchants.
- In looking at the size of the sign's individual letters, their combined 11sqft of surface area is under the maximum allowance for signage on the side of the building.
- The individual letters of the sign stick out from the building face 14" with no bulky bracket or additional projections. Their simplicity will not be a distraction to drivers due to its small size.

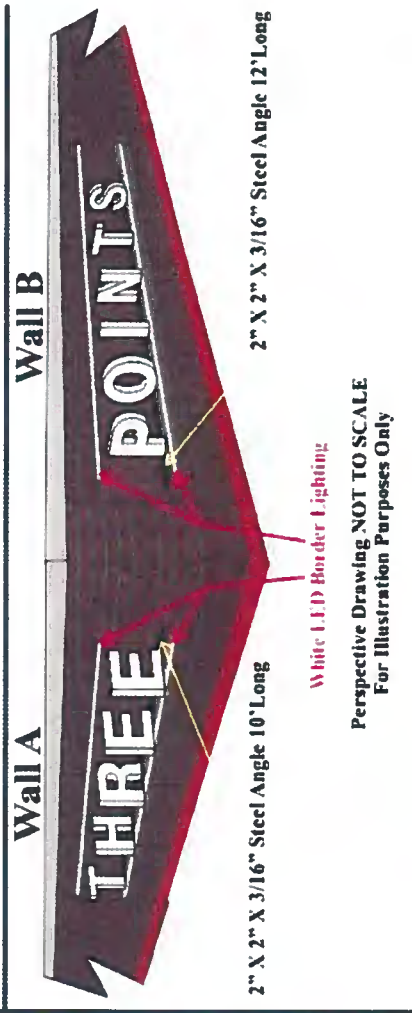
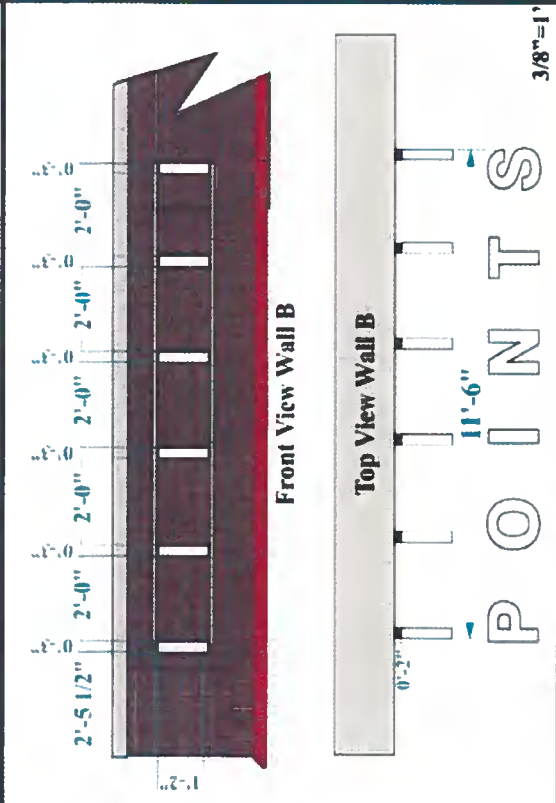
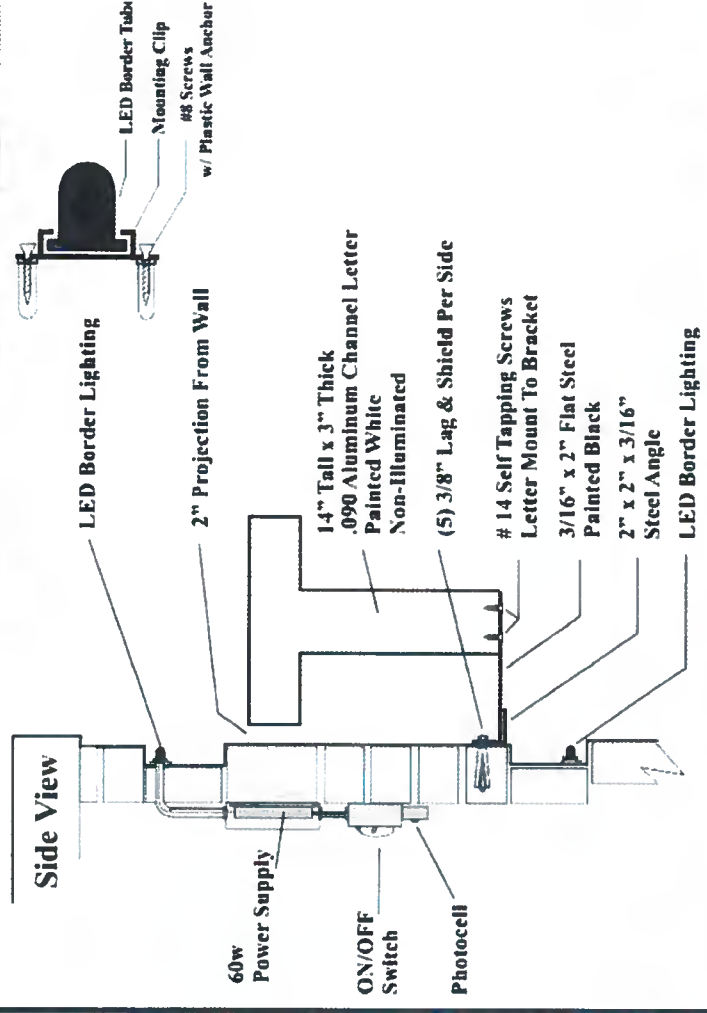
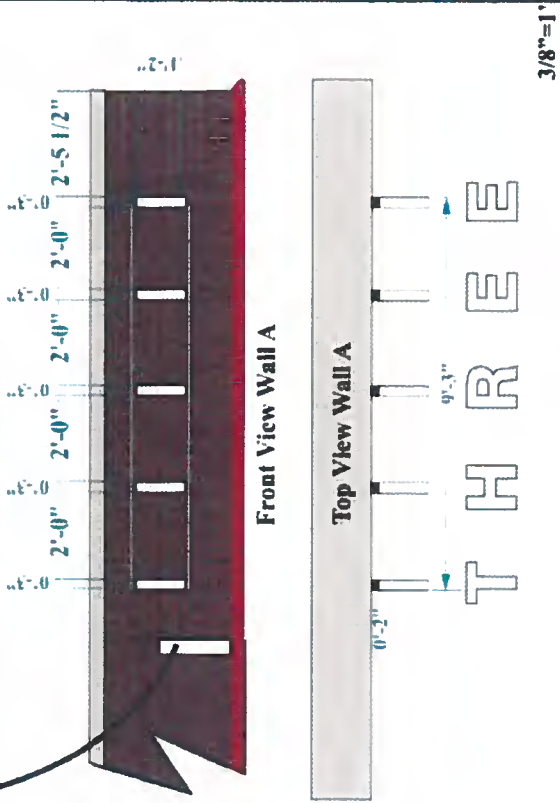
Because of its minimum projection from the building surface and its simple design that blends with the neighborhood, we are asking for the variance to be approved.

If you have any questions, please do not hesitate to call me directly.

Thank You,

Andrew Salzbrun

JOB FILE NAME **3 Points/Building Letters** PO# **135017** SCALE DATE **11/9/2017**



Frontier Signs and Displays Phone - 513-367-0813 Email - frontiersigns@fuse.net Visit us on the web @ www.FrontierSigns.net



**Site Plan**

- Across the street looking south west



Site Plan



Site Plan



Site Plan  
Looking south, from across 13th street



**Site Plan**  
**Looking north, from Broadway street.**



**Site Plan**  
**Looking eastward from 13th street**



II Centennial Plaza  
 805 Central Avenue, Suite 500  
 Cincinnati, Ohio 45202  
 Monday- Friday 7:30 am-4 pm  
 (513) 352-4848  
[Urban.Conservator@Cincinnati-OH.gov](mailto:Urban.Conservator@Cincinnati-OH.gov)

Office Use Only	
Application #:	_____
Date Accepted:	_____
<input checked="" type="checkbox"/> Staff Review	<input checked="" type="checkbox"/> Board Review
<input checked="" type="checkbox"/> Paid:	_____
Date Perfected:	_____
Hearing Date:	_____

## CERTIFICATE OF APPROPRIATENESS APPLICATION

### SUBJECT PROPERTY

Site Address: 331 E 13th St  
 Hamilton Co. Parcel ID No.: 075-00010025-00 Zoning District: 15-2004  
 Historic District: Over The Rhine Overlay District: \_\_\_\_\_

**PRIMARY CONTACT INFO**  PROPERTY OWNER  OTHER Lease holder (AGENT, ATTORNEY, ARCHITECT, ETC.)

Name: Andrew Saizdrun  
 Contact Person (if legal entity): \_\_\_\_\_  
 Address: 1205 Walnut St  
 City: Cincinnati State: OH Zip Code: 45202  
 Phone: 513.295.5308 E-mail: andrew@tneagar.com

**PROPERTY OWNER INFO**  SAME AS ABOVE

Name: Broadway Square II LLC - The Model Group  
 Contact Person (if legal entity): Steve Smith  
 Address: 2170 GILBERT AVE  
 City: Cincinnati State: OH Zip Code: 45206  
 Phone: 513-617-0494 E-mail: \_\_\_\_\_

### CERTIFICATE OF APPROPRIATENESS (SELECT ALL THAT APPLY)

New Construction  Alteration  Demolition

Provide a very brief summary of the project:  
External signage on the Broadway and 13th Street sides of the building

**ZONING RELIEF**  Yes  No

Provide a very brief summary of the zoning relief requested:  
Approval of exterior signage.

### SUBMISSION REQUIREMENTS & REQUIRED ATTACHMENTS

Demolition requests must include all required demolition forms.  
 All applications that include requests for zoning relief must include a zoning hearing application.  
 All persons seeking historic tax credits must provide a copy of their approved part II tax credit application.

I certify that all statements and documents that I provide with reference to this application are accurate, complete, and true to the best of my knowledge and belief. I further acknowledge that my application shall be deemed incomplete for my failure to timely comply with any requirement of this application, which non-compliance may result in delays in the scheduling and resolution of my application.

Applicant Signature: [Signature] Date: 11/13/17



11 Centennial Plaza  
 805 Central Avenue, Suite 500  
 Cincinnati, Ohio 45202  
 Monday- Friday 7:30 am- 4 pm  
 513-352-1559  
[Boards@cincinnati-oh.gov](mailto:Boards@cincinnati-oh.gov)

# ZONING HEARING EXAMINER

## Application for Zoning Relief

Office Use Only  
 Case Number: \_\_\_\_\_

Hearing Date: \_\_\_\_\_

**Section 1. SUBJECT PROPERTY**  
 ADDRESS 331 E 13th St COMMUNITY Pendleton  
 PARCEL ID(S) 075-0001025-00  
 BASE ZONING CLASSIFICATION IS-2004 ZONING OVERLAY (if applicable) \_\_\_\_\_  
 Non-Residential Project     Residential Project (RCO) One -, Two -, and Three- Family Dwelling

**Section 2. APPLICANT**  
 NAME Andrew Salzbren CONTACT PERSON (if legal entity) \_\_\_\_\_  
 ADDRESS 306 E Liberty CITY Cincinnati STATE OH ZIP 45202  
 EMAIL andrew@theAGAR.com RELATIONSHIP TO OWNER (if not owner) Tenant  
 TELEPHONE 513.295.5308

**Section 3. OWNER**  
 NAME Steve Smith CONTACT PERSON (if legal entity) \_\_\_\_\_  
 ADDRESS 2170 Gilbert Ave. CITY Cincinnati STATE OH ZIP 45202  
 EMAIL asmith@modelgroup.net RELATIONSHIP TO OWNER (if not owner) \_\_\_\_\_  
 TELEPHONE 513.559.0048

**Section 4. NATURE OF RELIEF REQUESTED.** (select all that apply)  
 Variance     Use Variance     Special Exception     Conditional Use  
 Expansion or Substitution of Non Conforming Use     Hillside Overlay District Permission  
 Urban Design Overlay District Permission     DD District Phased Development Approval

**Section 5. BRIEF DESCRIPTION OF PROPOSED PROJECT** (Do not write "see attached" or leave blank. You may attach a longer statement to this application if the space provided is insufficient to describe your proposed project)  
Tenant would like to add an exterior sign to side of building. Due to its designed mounting brackets the sign is outside of the regular guidelines.

**Section 6. SUMMARY OF REASONS WHY RELIEF SHOULD BE GRANTED.**  
 You must provide a written statement explaining how the proposed project meets the standards for all relief requested. Separate instructions for preparing this statement are attached. If you fail to follow the instructions for your type of request, your application may be denied.

**Section 7. SIGNATURE.** The undersigned does hereby certify that the information provided in connection with this application is, to the best of his or her knowledge, true and correct.  
 Print Name \_\_\_\_\_ Signature Andrew Salzbren Date 11/13/17



ADJUDICATION/DENIAL LETTER

Date 10/26/2017

Location: 331 E 13<sup>th</sup> Street

Request: Variance

Zoning District: CN-P- Over-the-Rhine Historic Conservation Overlay Zone.

Applicant Name: Three Points Brewery

The City of Cincinnati appreciates receiving your information regarding your proposed project. The purpose of this letter is to inform you that your proposed project will be required to get a Conditional Uses from the Historic Conservation Board as it is in a Historic Conservation Overlay Zone. Attached to this letter is a copy of the Certificate of Appropriateness and Zoning Relief/Zoning Hearing Examiner Application and the required documents. All documents under the Historic Conservation Board Review and Required for all New Construction, Major Alterations and Additions section **that are checked** are a required part of the submission and the submission will not be considered complete unless all of these documents are included. Please submit **only 3** copies of the COA application and all documents that are required. You will be required to submit 10 copies of the packet closer to the date of the Historic Conservation Board meeting. When you submit the copies of the application, the Documents Required Sheet must be submitted as well. **A \$609.09 fee is required with the submission as well.** The next deadline is November 3, 2017 for the December 18, 2017 Historic Conservation Board Meeting.

Your request also does not comply with the City of Cincinnati Zoning Code for the following reason(s):

- 1427-37: Projecting Signs in the CN-P zone. One projecting sign is permitted per street frontage. On one frontage there are 5 projecting signs- A Numerical Variance of 4 is required. On another frontage there are 6 projecting signs- A Numerical Variance of 5 is required.

The 3 copies of the applications and documents required will be turned into the Law Department- Office of Administrative Boards. Their office is located on the 5<sup>th</sup> floor of 805 Central Avenue in the Permit Center. It is highly encouraged that you make an appointment for submission to guarantee that your submission will be accepted by the deadline. Appointments can be made with Kasandra Maynes at 513-352-1559.

If you have any questions regarding the Historic Conservation Board Hearing process or submission of your required documents, please contact Kasandra Maynes at 513-352-1559 or visit [www.cincinnati-oh.gov/boards](http://www.cincinnati-oh.gov/boards) - select Historic Conservation Board.

You may also contact me at the information listed below with historic conservation or zoning questions, concerns or to make an appointment.

**Permit Center • 805 Central Avenue, Suite 500 • Cincinnati, Ohio 45202**  
P 513-352-3271 • F 513-352-2579 • [www.cincinnati-oh.gov](http://www.cincinnati-oh.gov)



You may also contact me at the information listed below with zoning questions, concerns or to make an appointment.

Sincerely,

A handwritten signature in black ink that reads "Beth Johnson".

Beth Johnson  
Urban Conservator  
(p): 513-352-4848  
(e): [beth.johnson@cincinnati-oh.gov](mailto:beth.johnson@cincinnati-oh.gov)

---

---

## APPLICATION FOR ZONING RELIEF AND CERTIFICATE OF APPROPRIATENESS HISTORIC CONSERVATION BOARD PUBLIC HEARING STAFF REPORT

---

APPLICATION #: ZH2017207/COA2017086  
APPLICANT: MSA Architects  
OWNER: CER ELM Investments LLC  
ADDRESS: **2014 Elm Street**  
PARCELS: 096-096-0006-0011-00  
ZONING: UM  
OVERLAYS: Over-the-Rhine Historic District  
COMMUNITY: Over the Rhine  
REPORT DATE: December 28, 2017  
HEARING DATE: January 8, 2017  
STAFF REVIEW: Beth Johnson, Urban Conservator  
Matthew Shad, Zoning Administrator

---

---

### **Nature of Request:**

The applicant is proposing a Change of Use to a property from Warehousing to Eating and Drinking Establishment. The applicant is requesting a Certificate of Appropriateness (COA) for front façade changes and Outdoor Areas including a rear patio and a roof deck with Outdoor Entertainment provided.

### **Details of Zoning Relief Required:**

1. 1419-21(c) – (Outdoor Area) - Limited or Full Service Restaurants and Drinking Establishments- Maximum Size. Within 500 feet of a residential district boundary, the outdoor area may not exceed 50% of the indoor area accessible to the public. The Outdoor Area is approximately 65% of the interior area. **A Conditional Use for the rear patio and roof deck is required.**
2. 1419-21(e) – (Outdoor Entertainment) - Limited or Full Service Restaurants and Drinking Establishments- Entertainment. Within 500 feet of a residential district boundary, entertainment, including the use of audio/visual equipment or amplified sound **requires a conditional use.**
3. 1425-19- Off Street Parking and Loading Requirements. A Restaurant Use requires 1 spot per 150 feet. Our calculations determined 67 parking spaces for the restaurant/bar use need to be provided. This includes 10,094 sf. An additional 1 spot needs to be provided for the office use. **A total of 68 spots are required to be provided.** No off-street parking is provided in the submission. **A variance of 68 parking spaces is requested.**

**Existing Conditions**

The existing building is a one story warehouse brick building that is listed as a non-contributing building to the Over-the-Rhine Historic District. It has an altered façade. It has most recently been used as a warehousing/storage use, which has a minimal parking demand and parking requirement per the zoning code.



Figure 1: 2014 Elm Street. Map from CAGIS Maps. Distance to RM district, approximately 469 feet.



Figure 2: Front facade of existing 2014 Elm Street

**Previous Reviews:** NA

**Applicable Zoning Code Sections:**

Zoning District:	<a href="#">Section 1410</a>	UM
Variance:	1419 1425	Limited or Full Service Restaurant Parking Requirements
HCB authority:	<a href="#">Section 1435-05-4</a>	
Overlays:	<a href="#">Section 1435</a>	Historic Preservation
Historic District/Reg:	Over the Rhine Historic District	
COA Standard:	<a href="#">Section 1435-09-2</a>	COA; Standard of Review

**Zoning Review**

**DISCUSSION:**

The applicant is requesting a Conditional Use Approval to have two Outdoor Areas with Outdoor Entertainment. Their cumulative area is greater than 50% of the interior area at 65%. In addition to these requests, a 68 parking space variance request. While we have been supportive of both Outdoor Entertainment and roof decks and patios in this area of OTR, the major issue with the entire project is the significant parking demand to be generated, the amount of Outdoor Area that contributes to this above average demand, and the accountability/responsibility of the landlord/applicant to address this increased parking demand through control and management of parking availability.

**Parking**

Parking has become and will continue to be an issue in Over-the-Rhine and requires a careful balancing act between resident needs and business needs. Many applicants of high parking demand uses in northern OTR, point to the 114 parking variance that was issued to Rhinegeist in 2014 as precedent. It is not, as both the Zoning Administration staff and the Historic Conservation Board must review variance requests based on the specific situation, unique characteristics and facts pertaining to each individual site at the time of the request. In 2014, the analysis presented by then City Planning staff and supported in the approval by the Historic Conservation Board, believed at the time that the area had adequate public parking capacity for the facility. Much of the area surrounding Findlay Market was vacant and not redeveloped and there was not a consistent parking demand for either the Findlay Market Public lots or street parking during the hours of operation of the facility.

Since 2014, much of the area around Findlay Market has either been redeveloped or is in the process of being redeveloped and therefore changing the parking demand. It should be acknowledged that the public parking lots were expressly developed by the City to support Findlay Market and its property holdings first and foremost as accessory to those commercial uses. Findlay Market management has been supportive of invigorating the neighborhood, and has, to the degree possible, provided through leases, nearly all its excess capacity to date. Concurrently, many of the properties along Elm Street and Race Street have parking exemptions as they are being redeveloped without a change of use or they are often small in scale, typically less than

2,000 sf of area. Thus, many of the current and redeveloping uses rely on the public parking currently available upon the streets and within dedicated public parking facilities. So when a significantly large property proposes a high intensity use, such as Assembly Uses and Eating and Drinking Establishments, they are often generating a significantly higher parking demand than ordinary retail uses that prevailed in the buildings previously. These use types also compete in the evenings with the residential units for public parking onstreet and within parking facilities. While the relaxed parking requirements in historic neighborhoods attempts to balance cars and neighborhood character, development proposals that are high parking demand generators, utilizing more than their fair share of the limited public resources, must assist in providing solutions to the problems they exasperate.

To understand the extent of the parking relief requested, staff is providing a comparative chart detailing the proposed uses parking demand. Also, note the typical Eating and Drinking Establishment in OTR is typically 2,000-2,500 sf in total area.

	Sq. Footage	Citywide Parking Standard	Citywide Parking Standard Applied	Site Requirement after exemptions	% increase from existing	
Warehouse	6529 sf	1 spot/ 1000 sf	7 spaces	0 Spaces	—	legal nonconforming
Office	6529 sf	1 spot/ 400 sf	16 spaces	0-16 spaces	129%	If office were verifiable
Retail	6529 sf	1 spot/ 250 sf	26 spaces	26 spaces	271%	
Eating & Drinking	6529 sf	1 spot/ 150 sf	43 spaces	43 spots	514%	
E&D w/Patio	8529 sf	1 spot/ 150 sf	57 spaces	57 spots	714%	
E&D w/Patio & Roof	10,094 sf	1 spot/ 150 sf	67 spaces	67 spots	857%	

The applicants are asking to be granted a 50% reduction based upon proximity to Findlay Market Parking Lot. However, they are outside of the 600 foot radius that allows the Zoning Administrator to grant up to a 50% reduction administratively. Further, it is staff's understanding that the Findlay Market lots are either leased up or unavailable based upon our communications with Findlay Market management. The parking reduction requires that the public parking facility could provide up to a 50 percent reduction to the parking required to be provided by the applicant/landlord. Staff has not been provided any evidence that the Findlay Market Parking facility has capacity to provide 34 spots for this use. If such evidence were obtained, the Zoning Administrator would consider supporting an appropriate reduction proportionate to the availability that was determined.



Figure 3: 2014 Elm Street with a 600 foot radius from the lot.

While Staff is very supportive of buildings being redeveloped, development needs to be done in a responsible manner. Parking demand should be kept to what the neighborhood can support and the business can control. In the case of this application, it is questionable if this portion of the neighborhood can support an additional demand of 68 vehicles. It is not likely that the proposed facility at its scale can rely solely upon neighborhood residents for its economic viability and thus will rely upon patrons from outside the immediate vicinity who will almost exclusively rely upon automobiles to patronize the establishment. The applicant has not provided through lease, easement or covenant any relief for the parking. They have stated that they would be able to secure a minimum of 15 spaces, but have not provided a lease or letter of intent for the proposed lots and it's not confirmed if the lots are within 600 feet of the lot.

### Outdoor Area

Staff is generally supportive of the idea of outdoor patios and spaces, however only as appropriate parking can be secured. In this application the adverse effect of an Outdoor Area larger than 50% of the interior is directly related to the parking variance. Rather than trying to alleviate parking by using the rear for a potential of 7 spaces, applicants are proposing a patio which creates a demand of 13-14 spaces. In addition to this ground patio, they are proposing a roof top patio which creates an additional 10 spaces for a total of 24 parking spaces for the operation of the Outdoor Patio areas.

Reusing once vacant or underutilized buildings in an urban core increases parking demand and that is to be expected. However, the applicants aren't simply asking for parking to be waived for the reuse on a building. They are increasing the parking demand of their project by 54% with the creation of new expanded Outdoor Areas. It is because of the increase in parking demand that is not being addressed by the applicant that staff cannot be supportive of the significant patio areas. As the increased parking demand is a self-created hardship, if a proper parking solution were provided and the applicants could control and manage parking to support the increased area, staff would be able to be supportive of the increased size of the Outdoor Area.

The applicants have also claimed that the Outdoor Area is economically necessary for the business, however the memo that they submitted that shows revenue of "no patio" to "patio" for their Columbus location does not show that the patio created a positive net income where there wasn't one before, in simply shows an increase in a positive net income. Nor is the scale of the indoor or outdoor areas identified. Therefore, Staff does not feel that an economic hardship has been demonstrated.

### Outdoor Entertainment

Noise is a sensitive subject, especially for those that live next door to a facility with Outdoor Entertainment. Within the direct vicinity, the HCB has approved of Outdoor Entertainment. During that deliberation by the HCB, there was requested a sound study to measure the impact of the proposed sound system upon the residentially zoned properties within the area of impact. At that time the applicants for the roof deck at 1910 Elm Street presented sound studies showing that the impact of the sound even at its highest decibel levels would not violate the noise ordinance requirements per Chapter 909 and do not affect the adjacent residentially zoned properties. The largest sound disruptions were traffic noise, not the sound from the speakers. A difference between the deck at 1910 Elm Street and the one proposed is that the one at 2014 Elm Street is only 1 story above the street. The applicants have stated the music would be background music, but have not provided a sound study to determine the impact of the potential noise from the proposed rooftop deck. Staff is usually not as concerned about outdoor patios that are buffered by neighboring buildings and fences, but sounds from roofs do not provide any forms of sound barriers.

- a. **Zoning.** The proposed work conforms to the underlying zone district regulations and is in harmony with the general purposes and intent of the Cincinnati Zoning Code.

*The underlying zoning is UM. The current and proposed use of the interior of the building as an eating and drinking establishment is compliant, if adequate parking were provided. The use of an Outdoor Area greater than 50% of the indoor public area is not compliant and requires Conditional Use and the use of outdoor entertainment is also not compliant without Conditional Use approval.*

- b. **Guidelines.** The proposed work conforms to any guidelines adopted or approved by Council for the district in which the proposed work is located.  
*The proposed use conforms to the guidelines for the district, subject to conditional use approval. The proposed changes to the façade substantially conform to the Historic Conservation Guidelines.*
- c. **Plans.** The proposed work conforms to a comprehensive plan, any applicable urban design or other plan officially adopted by Council, and any applicable community plan approved by the City Planning Commission.  
*This project does not conform to the Over the Rhine Comprehensive Plan. Throughout the plan the need to address and provide parking for the redevelopment of this part of Over-the-Rhine is discussed. This project does not attempt to balance the need of development of the existing urban fabric and the parking demand it would generate. The applicant is further increasing the demand for parking with additional Outdoor Area, by 54%. Staff understands the desire for outdoor space; however with an alley in the rear the rear patio area could provide approximately 7 spaces. They are providing folding glass doors on the front to provide outdoor atmosphere and air to their patrons. Removing the outdoor spaces reduces their demand by 24 spots therefore a demand of 44 spaces would be required.*
- d. **Traffic.** Streets or other means of access to the proposed development are suitable and adequate to carry anticipated traffic and will not overload the adjacent streets and the internal circulation system is properly designed.  
*Parking demand will be increased by this project. The project is required to have 68 parking spaces and has not shown documentation that shows they are providing any. Please refer above to the Zoning Relief discussion for an in-depth analysis of the parking demand.*
- e. **Buffering.** Appropriate buffering is provided to protect adjacent uses or properties from light, noise and visual impacts.  
*There have not been appropriate studies or documentation regarding the noise from the proposed roof deck and its effect on neighboring properties. Staff cannot confirm if appropriate buffering is provided without this documentation.*
- f. **Landscaping.** Landscaping meets the requirements of [Chapter 1423](#), Landscaping and Buffer Yards.  
*Not Applicable*
- g. **Hours of Operation.** Operating hours are compatible with adjacent land uses.  
*The hours of operation are compatible to other uses surrounding uses; however the hours of operation for the proposed roof deck might create a conflict with noise to surrounding properties. Staff cannot confirm if the hours of operation are appropriate as documentation has not been provided regarding sound levels and decibels of the roof deck.*

- h. **Neighborhood Compatibility.** The proposed work is compatible with the predominant or prevailing land use, building and structure patterns of the neighborhood surrounding the proposed development and will not have a material net cumulative adverse impact on the neighborhood.

*2014 Elm Street is in the Urban Mix District and in an area of Over-the-Rhine which has an industrial past. The building was warehouse and storage building. The neighborhood has transitioned away from a heavy industrial area to a mixed use area with commercial, light industrial, and residential. The primary uses expected within this district are non-residential or residential uses within mixed-use settings (i.e. commercial on the first floor and residential above)*

- j. **Adverse Effects.** Any adverse effect on the access to the property by fire, police, or other public services; access to light and air from adjoining properties; traffic conditions; or the development, usefulness or value of neighboring land and buildings.

*Please see the discussion above that outlines the major concerns and adverse effect for each zoning relief item requested.*

- p. **Public Benefits.** The public peace, health, safety or general welfare.

*The Public Benefit of a new business that increases the parking demand outside of reusing their historic building is adversely affected. There is a public benefit from the reuse of a building but adding such a significant parking demand generator further negates that benefit by providing an adverse effect.*

#### **Standards for Variances and Conditional Uses per Section 1435-05-4**

- (a) Is necessary and appropriate in the interest of historic conservation so as not to adversely affect the historic architectural or aesthetic integrity of the Historic District or Historic Asset; or

*The building is a non-contributing building. An outdoor patio and a roof deck to not affect the historic and aesthetic integrity of the historic building or asset*

- (b) Is necessary where the denial thereof would result in a deprivation of all economically viable uses of the property as viewed in its entirety. In making such a determination, the Historic Conservation Board may consider the factors set forth in Section 1435-09-2 (aa) to (ff).

*Denial of the requested Conditional Use Approvals and Parking Variance will not result in the deprivation of all economically viable uses of the property. The applicants have failed to provide other alternative uses or any compromises in scale or nature of their project that would make them more in keeping with the majority of similar uses within OTR. Their stated economic hardship memo shows that even without the conditional uses for outdoor patio entertainment and a larger patio, they would still make and economic*

*profit. While the interior use of the building would still require approximately 44 parking spots, the applicants have not shown or provided documentation in regards to a lease structure or a letter of intent for a lease from property owners within 600 feet of the property. There is still work that needs to be done in regards to the parking situation and at this time staff cannot be supportive of any relief until more discussions and a redesign of the outdoor spaces are completed.*

### **Standards for Variances and Conditional Uses per Section 1445-15**

- (a) Owing to special circumstances or conditions pertaining to a specific piece of property, the strict application of the provisions or requirements of this Code or the Land Development Code, as applicable, are unreasonable and would result in practical difficulties.

*The applicants have created the conditions in regards to outdoor patio size, entertainment and parking demand for the use. There are ways to maximize the parking on site and reduce the parking demand that the applicants have not explored.*

- (b) The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant possessed by owners of other properties in the same district or vicinity.

*Parking will be required for this property as long as a change of use is requested; however the applicants have not explored other options to resolve their parking issues. Staff understands that their might need to be a parking variance at some level for the reuse of the buildings in the northern parts of Over-the-Rhine as many of these properties are not within a 600 radius of a public parking facility and are not permitted reductions for the use of commercial space, however an outright variance and a variance of a parking demand significantly increased by the applicant is not a valid reason and is not a substantial property right*

### **Summary**

Staff believes there is some form of alternative solution(s) from the requested Zoning Relief that we can be supportive of at this property. The following changes and or additional information would need to be made to the submittal and application. The following outlines these issues:

- 1) Maximize the onsite parking
- 2) Reduce or eliminate the amount of Outdoor Area that is increasing the parking demand.
- 3) Secure off-site parking through a covenant, easement or lease with term of 5 years and 2 renewable 5 year terms.
- 4) Provide documentation that Findlay Market Public Parking Lot North can support some percentage of the parking demand of the proposed establishment.

- 5) Provide a sound study and decibel levels for the roof deck area to verify that compliance with Chapter 909 is possible.

### **Certificate of Appropriateness Review:**

A COA is required for the roof deck, rear patio and façade changes. While there are many issues in regards to the variance and conditional uses, the section below will only comment on the applicable design guidelines.

### **Comments on Applicable Guidelines**

All the proposed changes substantially conform to the Over-the-Rhine Historic Conservation Guidelines.

The roof deck is set to the back and is a simple structure built on a flat roof and the rear deck is not visible from the street.

The façade changes are an appropriate treatment as they make a non-contributing building more contextually sensitive.

### **Rehabilitation:**

12. Storefronts: Retain and repair the design and materials of storefronts in historic buildings. First-floor storefronts are common in Over-the-Rhine and are found in all types of architectural styles. Detailing and materials vary considerably. Each design should be considered individually and original materials should be retained. If the storefront has been altered or if none of the original materials remain, old photographs may indicate the original design. Original masonry storefront materials should be cleaned with the gentlest method possible (see section on cleaning). Cast-iron storefronts may be cleaned by abrasive methods including sandblasting. Adjacent materials must be protected and the pressure should be less than 100 p.s.i.

Don't reduce the size of storefront openings. Transparency and scale are very important to storefronts and their relationship to the remainder of the building as well as to the streetscape. Don't cover or remove significant elements such as piers, lintels, transoms, original doors or other similar details. Roll down shutters and metal bar systems installed on the exterior of the building are not appropriate.

*There is evidence that there were some sort of storefront windows and a central entrance at the building. The applicants are keeping this general configuration and are adding elements such as awnings, larger glass windows and lighting elements to rehabilitate the building.*

*The drawings do show 2 blade signs, but the tenant space is only permitted to have one blade sign per zoning code 1427-37.*

## Site Improvements

4. Decks: Wood decks should be stained or painted. Rooftop decks should not be highly visible from the principal façade. Metal balconies should not be discouraged.

*The additions of the roof deck are minimal and are set back from the front edge of the roof and will only be over the rear third of the building. The roof deck is at the rear of the building and while it will be visible while traveling up Elm Street, it will not be highly visible and will not adversely affect the architectural integrity of the street.*

**Other Considerations:** N/A

**Prehearing Results:** A prehearing was held on December 20, 2017. The applicant was present and was again made fully aware of the challenges of the parking demand and the excessive increases to parking demand generated by the scale of the Outdoor Areas.

**Comments Provided to Staff:** NA

**Consistency with *Plan Cincinnati (2012)*:**  
“Sustain” Initiative Area “Preserve our built history”

### **Recommendation:**

At this time staff cannot recommend approval for either the Zoning Relief or the COA requests. Staff is very supportive of the façade changes to the front as it makes a non-contributing much more contextually sensitive. However, the request for the roof deck is tied to both the conditional uses and parking variance. Below is a brief summary of issues:

- 1) Conditional Use for an Outdoor Area larger than 50% of the interior space: Staff is not supportive of the Conditional Use for areas approximately 65% of the interior space as it significantly increases the parking demand without any remedy to alleviate the increase with parking controlled by the project. This is a self-induced hardship.
- 2) Conditional Use for Outdoor Entertainment: Staff is concerned about noise from the roof deck especially since it is closer to the street level than other roof decks approved in the area. No documentation has been provided regarding proposed decibels or hours of operation.
- 3) Parking Variance: The applicant has increased their parking demand by 24 spaces with the outdoor spaces and has not provided evidence of leases, easements or covenants that would be able to provide parking. They have stated they would be able to secure 15 spots, but do not provide documentation of that intent from property owners that would provide them. Further, there is opportunity to provide on-site parking that the applicant has not provided reason why this cannot be used.

Staff recommends **TABLING** of the application to give the applicant time to redesign the project without the outdoor patio or roof deck, to provide on-site parking at the rear, and to provide documentation of parking that they are able to secure through lease, easement or covenant.

If the applicant does not wish to pursue those options that the staff recommends the following

**I. PARKING VARIANCE**

**A. Section 1425-19 – Parking – DENY – Numeric Variance** to provide 0 of a required 68 parking spaces at 2014 Elm Street.

**B. FINDING:** The Board makes this determination that per Section 1435-05-4:

1. Such relief from literal implication of the Zoning Code will be materially detrimental to the public health, safety and welfare or injurious to property within the district or vicinity where property is located due to increased parking demand that is not be addressed or provided.
2. The applicants have not shown a hardship for the property and have created a self-created hardship with increased parking demand for the outdoor spaces.
3. The applicants have not shown that an economic hardship or all economically viable uses will be denied for the property will be created with the denial of the variance.

**II. CONDITIONAL USE**

**A. Section 1419-2 (c) – Conditional Use– DENY** Limited or Full Service Restaurants and Drinking Establishments- Maximum Size of a patio. Within 500 feet of a residential district boundary, the outdoor area may not exceed 50% of the indoor area accessible to the public at 2014 Elm Street

**B. FINDING:** The Board makes this determination that per Section 1435-05-4:

1. Such relief from literal implication of the Zoning Code will be materially detrimental to the public health, safety and welfare or injurious to property within the district or vicinity where property is located due to increased parking demand that is not be addressed or provided.
2. The applicants have not shown a hardship for the property and have created a self-created hardship with increased parking demand for the outdoor spaces.
3. The applicants have not shown that an economic hardship or all economically viable uses will be denied for the property will be created with the denial of the conditional use.

**III. CONDITIONAL USE**

**A. Section 1419-2 (e) – Conditional Use – DENY** - Request for Outdoor Entertainment within 500 feet of a residential district boundary line at 2014 Elm Street.

- B. FINDING:** The Board makes this determination that per Section 1435-05-4:
1. Such relief from literal implication of the Zoning Code will be materially detrimental to the public health, safety and welfare or injurious to property within the district or vicinity where property is located due to potential noise from the roof deck.
  2. Applicant has not demonstrated the proposal can operate without violation of the noise ordinance, Chapter 909, Community Noise.
  3. The applicants have not shown that an economic hardship or all economically viable uses will be denied for the property will be created with the denial of the conditional use.

**IV. CERTIFICATE OF APPROPRIATENESS**

- A. APPROVE** a Certificate of Appropriateness for 2014 Elm Street for front and rear façade changes at 2014 Elm Street per plans submitted by MSA Architects dated 12/26/2017 with the following conditions
1. The building permits must be issued within two years of the decision date or the Certificate of Appropriateness shall expire.
  2. The roof deck and stairs are eliminated from the project.
  3. Only 1 projecting sign shall be permitted. A Revocable Street Privilege shall be secured prior to issuance of a building permit.
- B. FINDING:** The Board makes this determination per Section 1435-09-2:
1. That the property owner has demonstrated by credible evidence that the proposal substantially conforms to the applicable conservation guidelines.

*Mickey's*  
**LATE NIGHT SLICE**      **Oddfellows**  
*Liquor Bar*

**TO:** City of Cincinnati

**FR:** Dylan Wayman, Managing Partner

**RE:** 2014 Elm Street, Cincinnati, OH 45202

**CC:** Keith Hall, MSA Architects

To whom it may concern,

Late Night Slice and Oddfellows Liquor Bar are proposing plans to open to new establishments located at 2014 Elm Street. We are very excited for this opportunity due to our current success in building and solid business model and providing stable careers for hundreds of individuals. As we approach the end of the planning phase we feel this location will be extremely successful for our organization and the city of Cincinnati. Included in the plans is an outdoor patio area for our patrons to utilize. Due to our previous experiences, this is the most crucial component to our model. Historically, revenue has the potential to double when the outdoor component is being utilized by customers. Below is an example of the difference in sales at Oddfellows Columbus pre and post patio:

	<b>2015 – No Patio</b>	<b>2016 – With Patio</b>	<b>Notes</b>
Revenue	<b>\$991,600.11</b>	<b>\$1,291,480.80</b>	<b>30.24% Increase</b>
Cost of Goods Sold	\$287,000.36	\$388,376.63	
Gross Profit	<b>\$704,599.75 (71%)</b>	<b>\$903,104.17 (70%)</b>	
Expenses	\$538,440.80	\$627,514.21	
Net Income	<b>\$166,170.95 (16.75%)</b>	<b>\$275,598.54 (21.34%)</b>	<b>4.59% Increase to Bottom Line</b>
Employees	10	19	90.00% Increase in Employment Opportunities.

Additionally, based on the current success of our neighbors (Rhinegeist Brewery) in the community the patio component has been an integral part of their business success. We feel that this fits perfectly into our business plan and the development of the district based on customer preferences.

Again, we are very excited about this opportunity. Please let us know if there is anything additional we can provide.

---

Dylan Wayman



## ADJUDICATION/DENIAL LETTER

Date: 11/20/2017

Location: 2014 Elm Street

Request: Restaurant/Bar use, façade, and roof deck.

Zoning District: UM/Over-the-Rhine Historic Conservation Overlay Zone; Hillside Overlay Zone

Applicant Name: MSA Architects

The City of Cincinnati appreciates receiving your information regarding your proposed project. The purpose of this letter is to inform you that your proposed project for a new storefront, restaurant/bar and a roof deck will be required to get Zoning Variances and Certificate of Appropriateness from the Historic Conservation Board as it is within a Historic Conservation Overlay Zone.

All documents under the Historic Conservation Board Review and Required for all New Construction, Major Alterations and Additions section **that are checked** are a required part of the submission and the submission will not be considered complete unless all of these documents are included. Please submit **only** 3 copies application and all documents that are required. You will be required to submit 10 copies of the packet closer to the date of the Historic Conservation Board meeting. When you submit the copies of the application, the Documents Required Sheet must be submitted as well. **A \$609.09 fee is required with the submission as well.** The next deadline is November 27, 2017 for the January 8, 2018 Historic Conservation Board Meeting.

Your request also does not comply with the City of Cincinnati Zoning Code for the following reason(s):

1. 1419-21(c) - Limited or Full Service Restaurants and Drinking Establishments- Maximum Size. Within 500 feet of a residential district boundary, the outdoor area may not exceed 50% of the indoor area accessible to the public. **A Conditional Use for the rear patio and roof deck is required.**
2. 1419-21(e) - Limited or Full Service Restaurants and Drinking Establishments- Entertainment. Within 500 feet of a residential district boundary, entertainment, including the use of audio/visual equipment or amplified sound **requires a conditional use.**
3. 1425-19- Off Street Parking and Loading Requirements. A Restaurant Use requires 1 spot per 150 feet. Our calculations 71 spots for the restaurant/bar use need to be provided. This includes 4122sf for the patio and deck, 5005 sf for the interior, 1524 for the basement kitchen prep. An additional 1 spot needs to be provided for the office use. **A total of 72 spots have to be provided.** No off-street parking is provided in the submission.

The 3 copies of the applications and documents required will be turned into the *Law Department- Office of Administrative Boards*. Their office is located on the 5<sup>th</sup> floor of 805 Central Avenue in the Permit Center. It is highly encouraged that you make an appointment for



submission to guarantee that your submission will be accepted by the deadline. Appointments can be made with Kasandra Maynes at 513-352-1559.

You may also contact me at the information listed below with historic conservation or zoning questions, concerns or to make an appointment.

Sincerely,

A handwritten signature in blue ink that reads "Beth Johnson".

Beth Johnson  
Urban Conservator  
(p): 513-352-4848  
(e): [beth.johnson@cincinnati-oh.gov](mailto:beth.johnson@cincinnati-oh.gov)

## **CINCINNATI'S HISTORIC CONSERVATION OFFICE**

### **Certificate of Appropriateness- Documents Required for Review**

**Historic Conservation Board Review- Application Requirements 3 complete hard copies and a digital copy provided on CD or emailed to [beth.johnson@cincinnati-oh.gov](mailto:beth.johnson@cincinnati-oh.gov)**

- Adjudication Letter from Historic Conservation Office.
- COA Application form
- A letter/narrative statement of intent and how the project meets the applicable guidelines
- The Hamilton County Auditors record or other documentation showing property ownership
- A letter/email of permission from the owner if a tenant applicant
- Hard copies of supporting documents at the time of the application. Drawings format of 11x17 or 12x18 is preferred.
- A list of the applicants' witnesses and expert witnesses who you expect to testify at the hearing or legal counsel, if any
- 8 business days before the hearing date 10 hard copies and a new digital copy in pdf or jpeg (if changes occurred to the initial submission) for the final board packet. Drawings must be formatted and retain the proper scale in 11x17 or 12x18.

#### **Staff Review- Application Requirements**

- COA Application form
- The Hamilton County auditors record, a copy of your or other documentation showing ownership of the property
- A letter of permission to do alterations if a tenant applicant
- Any applicable drawings or materials

#### **Required for all New Construction, Major Alterations and Additions (including decks)**

Site plans, elevations and/or perspectives, drawn at a scale with detail to show the location of improvements on the site and the architectural design and exterior appearance of buildings and structures on the site. These drawings and submission must include the following information (unless waived by the Urban Conservator):

- An index of drawings located on the first sheet
- A scale (graphic required)
- North arrows and Elevations labeled with NSEW, front side and rear labels
- Context Map showing the building and context
- Existing and proposed site plan including, north arrow, street names, building footprints, parcel lines, and setback dimensions from all property lines labeled
- All properties and their structures immediately adjacent to the site must also be included in the site plan; a site section and/or site elevations, including any adjacent properties, may be required for new construction.
- Existing and proposed elevation drawings, floor plans, roof plans (with chimney locations)
- Existing and proposed principal and accessory buildings, including location, dimensions, and height labeled;
- Driveways, sidewalks, walkways, terraces, and other paved surfaces;
- Existing and proposed accessory structures, including walls, fences, porches, lighting, signs, and other site improvements;
- Existing and proposed landscape areas and materials, if proposed to be altered;

- Proposed materials, textures, and colors. If the material is not a common material the applicant may be required to include samples of materials or color samples.
- Labeled photos of all sides of the building and a 1 block streetscape context in all directions
- Site line drawings for any roof additions and show drainage
- A color rendering, axonometric drawings and/or perspective of the proposed construction (required on infill projects)

**Required if applicable to the project- Consult with the Urban Conservator on what will be required for your project**

- Historic Sanborn Maps of the site
- Window brochures and cut sheet
- Roof product information (brochure)
- Garage door brochures
- Sample materials upon request
- Fence drawings of style, fence brochures or photo of a sample fence
- Signs; drawings, photo showing the sign on the building, mounting info, materials, colors and illumination
- Mature tree removal requires a letter from an arborist stating its poor health
- All written correspondence submitted by the applicant and other affected persons
- Tentative project schedule
- Number of residential units and /or square feet of commercial space

**Demolition (full or partial)**

- Demolition Case Sheet unless otherwise not required by the Urban Conservator

**Variance/Condition Use/Special Exemption**

- Zoning Relief Application
- Written statement explaining how your project meets the standards for all relief requested.
- All required documents listed in the Zoning Relief Application

**For additional questions contact Beth Johnson, Urban Conservator at 513-352-4848 or [urban.conservator@cincinnati-oh.gov](mailto:urban.conservator@cincinnati-oh.gov)**

*\* Note: The aforementioned information is general in nature. Additional information may be required by the Urban Conservator.*



II Centennial Plaza  
 805 Central Avenue, Suite 500  
 Cincinnati, Ohio 45202  
 Monday- Friday 7:30 am—4 pm  
 (513) 352-4848  
 Urban.Conservator@Cincinnati-OH.gov

Office Use Only	
Application #:	_____
Date Accepted:	_____
<input checked="" type="checkbox"/> Staff Review	<input checked="" type="checkbox"/> Board Review
<input checked="" type="checkbox"/> Paid:	_____
Date Perfected:	_____
Hearing Date:	_____

## CERTIFICATE OF APPROPRIATENESS APPLICATION

### SUBJECT PROPERTY

Site Address: 2014 ELM ST, CINCINNATI, OH 45202  
 Hamilton Co. Parcel ID No.: 096-0006-0011-00 Zoning District: URBAN MIX DISTRICT  
 Historic District: OVER-THE-RHINE Overlay District: CINTI. HISTORIC OVERLAY

### PRIMARY CONTACT INFO PROPERTY OWNER OTHER ARCHITECT (AGENT, ATTORNEY, ARCHITECT, ETC.)

Name: MSA ARCHITECTS  
 Contact Person (if legal entity): CALEB HERRICK  
 Address: 316 WEST FOURTH ST, FLOOR 6  
 City: CINCINNATI State: OHIO Zip Code: 45202  
 Phone: 513-241-5666 E-mail: cherrick@msaarch.com

### PROPERTY OWNER INFO SAME AS ABOVE

Name: CER ELM INVESTMENTS, LLC  
 Contact Person (if legal entity): \_\_\_\_\_  
 Address: 5840 NORTH FOURTH ST  
 City: COLUMBUS State: OHIO Zip Code: 43215  
 Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

### CERTIFICATE OF APPROPRIATENESS (SELECT ALL THAT APPLY)

New Construction       Alteration       Demolition

Provide a very brief summary of the project:

THIS PROJECT IS THE TENANT BUILD-OUT OF A RESTAURANT. THE BUILDOUT IS REPLACING A BUSINESS AND THEREFORE A CHANGE OF USE. WORK INCLUDES DEMOLITION, CONSTRUCTION OF NEW INTERIOR WALLS, AND UPGRADES TO ALL BUILDING MECHANICAL, ELECTRICAL, AND PLUMBING SYSTEMS.

### ZONING RELIEF Yes No

Provide a very brief summary of the zoning relief requested:

WE ARE SEEKING A CONDITIONAL USE FOR THE REAR PATIO AND ROOF DECK, A CONDITIONAL USE FOR AMPLIFIED SOUND, AND A VARIANCE FOR 72 PARKING SPOTS.

### SUBMISSION REQUIREMENTS & REQUIRED ATTACHMENTS

**Demolition requests must include all required demolition forms.**  
**All applications that include requests for zoning relief must include a zoning hearing application.**  
**All persons seeking historic tax credits must provide a copy of their approved part II tax credit application.**

I certify that all statements and documents that I provide with reference to this application are accurate, complete, and true to the best of my knowledge and belief. I further acknowledge that my application shall be deemed incomplete for my failure to timely comply with any requirement of this application, which non-compliance may result in delays in the scheduling and resolution of my application.

Applicant Signature: *Caleb Herrick* Date: 11/27/2017


# Dusty Rhodes, Hamilton County Auditor

generated on 11/27/2017 10:07:10 AM EST

## Property Report

<b>Parcel ID</b> 096-0006-0011-00	<b>Address</b> 2014 ELM ST	<b>Index Order</b> Parcel Number	<b>Tax Year</b> 2016 Payable 2017
--------------------------------------	-------------------------------	-------------------------------------	--------------------------------------

### Property Information

<b>Tax District</b> 001 - CINTI CORP-CINTI CSD	<b>School District</b> CINCINNATI CSD	<b>Land Use</b> 480 - COMMERCIAL WAREHOUSE	<b>Images/Sketches</b> 
<b>Appraisal Area</b> 01801 - OVER THE RHINE 01	<b>Owner Name and Address</b> CER ELM INVESTMENTS LLC 5840 NORTH FOURTH ST COLUMBUS OH 43215 <i>(call 946-4015 if incorrect)</i>	<b>Mailing Name and Address</b> CER ELM INVESTMENTS LLC 5840 NORTH FOURTH ST COLUMBUS OH 43215 <i>(call 946-4800 if incorrect)</i>	
<b>Assessed Value</b> 26,610	<b>Effective Tax Rate</b> 95.401744	<b>Total Tax</b> \$2,564.68	
<b>Property Description</b> ELM ST 66.67 X 110 LTS 36-37 PT 35 FINDLAY&GARR ARDS SUB SQ 1 PRS 11-12- 13 CONS TIF ABATEMENT			

#### Appraisal/Sales Summary

Year Built	1951
Total Rooms	0
# Bedrooms	0
# Full Bathrooms	0
# Half Bathrooms	0
Last Sale Date	10/2/2017
Last Sale Amount	\$486,720
Conveyance Number	153242
Deed Type	WD - Warranty Deed (Conv)
Deed Number	
# of Parcels Sold	1
Acreage	0.165
Front Footage	133.00

#### Tax/Credit/Value Summary

Board of Revision	YES(99)
Rental Registration	No
Homestead	No
Owner Occupancy Credit	No
Foreclosure	No
Special Assessments	Yes
Market Land Value	11,450
CAUV Value	0
Market Improvement Value	64,570
Market Total Value	76,020
TIF Value	5,920
Abated Value	0
Exempt Value	0
<b>Taxes Paid</b>	<b>\$2,564.68</b>
Tax as % of Total Value	0.000%

#### Notes

1) 11-22-04 30 YEAR TIF ABATEMENT BEGAN 2003 THRU 2032 1) 9/10/97 ADDED C.L. FENCE FOR 1/1/97.

## LEASE

THIS AGREEMENT OF LEASE, made this \_\_\_\_ day of September 2017, by and between CER Elm Investments LLC, an Ohio limited liability company (hereinafter referred to as "Landlord"), with offices at 580 N. Fourth Street, Suite 120, Columbus, Ohio 43215, and LNS Ventures LLC, an Ohio limited liability company with offices at 1040 N. High Street, Suite 7, Columbus, OH 43201 .

### WITNESSETH

#### SECTION 1. PREMISES

Landlord, in consideration of the rents to be paid and covenants and agreements to be performed by Tenant, does hereby Lease unto Tenant the premises located at **2014 Elm Street, Cincinnati, Ohio 45202**, in the City of Cincinnati, County of Hamilton, and State of Ohio (the "Premises"). The Premises shall have an area of approximately 5000+/- square feet which is the agreed number of rentable square feet and shall be substantially as outlined in red on Exhibit "A" attached hereto and made a part hereof. The Premises consists of the entire "Building" at the address stated herein. The parcels of land upon which the Building is situated is sometimes referred to herein as the "Property".

#### SECTION 2. TERM

The term of this Lease shall be for a period of (eight) 8 years, beginning on the date that the Landlord purchases the Property of which the Premises is a part (the "Commencement Date"). .

Provided Tenant is not in default, Landlord hereby grants unto the Tenant the option to renew this Lease for one additional term of seven years, commencing on the expiration of the initial term of this Lease (the "Option Period") on the same terms and conditions as are contained in this Lease except that the yearly Base Rent (as hereinafter defined) for the Option Period shall be as stated in Section 4 herein. The option to renew shall be exercised by Tenant notifying Landlord, in writing, no later than 180 days prior to the expiration of the then current term of the Lease. In addition, the parties agree that Tenant's right to renew this Lease is conditioned upon the Tenant not being in default in any of the provisions of this Lease at the time the renewal right is exercised or at the commencement of said renewal term.

#### SECTION 3. COMMENCEMENT DATE/FIRST PAYMENTS

As herein used, the phrase "Commencement Date" shall be October 1, 2017.

#### SECTION 4. BASE RENT

(a) Tenant shall pay to Landlord as rent for the Premises in legal tender of the United States the following "Base Rent" for the initial term of this Lease, payable in advance on the first (1<sup>st</sup>) day of each and every calendar month:

<u>Dates</u>	<u>Monthly</u>
October 1, 2017 – Sept 30, 2018:	\$0.00
October 1, 2018 – Sept 30, 2019:	\$6,000.00
October 1, 2019 – Sept 30, 2021:	\$6,250.00

October 1, 2021 – Sept 30, 2023:	\$6,500.00
October 1, 2023 – Sept 30, 2025:	\$6,750.00

Option Period Base Rent:

October 1, 2025 – Sept 30, 2026:	\$7,000.00
October 1, 2026 – Sept 30, 2028:	\$7,250.00
October 1, 2028 – Sept 30, 2030:	\$7,500.00
October 1, 2030 – Sept 30, 2032:	\$7,750.00

All payments of Base Rent, Additional Rent (as hereinafter defined), and any other amounts due to Landlord under this Lease shall hereinafter collectively be referred to as "Rent".

If any payment of Rent is not received by the 5<sup>th</sup> of the month, a penalty of five percent (5%) of the amount due plus \$100.00 per day shall be immediately due and payable along with the scheduled monthly payment; and

(b) Until further notice to Tenant, all Rent payable under this Lease shall be payable to Landlord and mailed to Landlord at c/o Capitol Equities, 580 N. Fourth Street, Suite 120, Columbus, Ohio 43215.

SECTION 5. SECURITY DEPOSIT

Upon execution hereof, Tenant shall deposit with Landlord the sum of \$0.00 as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions for payment of Rent, Landlord may use, apply or retain all or any part of the security deposit for the payment of any Rent or any other sum in default or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss, cost or damage which Landlord may suffer by reason of Tenant's default. If any portion of the security deposit is so used or applied, Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a breach of this Lease. Landlord shall not, unless otherwise required by law, be required to keep the security deposit separate from its general funds, nor pay interest to Tenant. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last transferee of Tenant's interest hereunder) at the expiration of the Lease term and upon Tenant's vacation of the Premises. In the event that the Building and/or Property are sold, the security deposit will be transferred to the new owner.

SECTION 6. PREMISES CONDITION

Tenant shall take the Premises in its "as-is," "where-is" condition. Tenant shall complete the Tenant's Work as set forth in Exhibit "B" attached hereto (the "Tenant's Work").

SECTION 7. RIGHT TO REMODEL

Tenant may, with Landlord's approval (which approval shall not be unreasonably denied, conditioned or delayed) and at Tenant's expense, make repairs to and alternations in the

Premises and remodel the Premises, excepting structural changes, in such manner and to such extent as may from time to time be deemed necessary by Tenant for adapting the Premises to the requirements and uses of Tenant and for the installation of its fixtures, appliances and equipment. All plans for such remodeling shall be approved by Landlord prior to commencement of work. Upon Landlord's request, Tenant shall be obligated, if it has remodeled and/or altered the Premises, to restore the Premises upon vacating the same. Tenant will indemnify and save harmless the Landlord from and against all mechanics liens or claims by reason of repairs, alterations or improvements which may be made by Tenant on the Premises. Unless Landlord has requested the removal of some or all improvements made by Tenant, all improvements made to the Premises shall become Landlord's property.

#### SECTION 8. UTILITIES

Tenant agrees to be responsible and pay for all public utility services rendered or furnished to the Premises during the term hereof, including heat, water service, sewer, gas, electric, trash, etc., together with all taxes, levies or other charges on such utility services. Landlord shall not be liable for the quality or quantity of or interference involving such utilities unless due directly to Landlord's negligence or intentional acts.

During the term hereof or any renewal or extension period, whether the Premises are occupied or unoccupied, Tenant agrees to maintain heat sufficient to heat the Premises so as to avert any damage to the Premises on account of cold weather.

#### SECTION 9. GLASS

Tenant shall maintain the glass windows of the Premises once replacement windows have been installed, promptly replacing any breakage. Tenant agrees to carry insurance for any and all damage or breakage.

#### SECTION 10. PERSONAL PROPERTY

The Tenant further agrees that all personal property of every kind or description that may at any time be in or on the Premises shall be at the Tenant's sole risk, or at the risk of those claiming under the Tenant, and that the Landlord shall not be liable for any damage to said property or loss suffered by the business or occupation of the Tenant caused in any manner whatsoever.

#### SECTION 11. RIGHT TO MORTGAGE

(a) Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any deed of trust, mortgage or mortgages now or hereafter placed upon Landlord's interest in the Premises; provided however, that no default by Landlord, under any deed of trust, mortgage or mortgages, shall affect Tenant's rights under this Lease, so long as Tenant substantially performs the obligations imposed upon it hereunder. Tenant shall execute any reasonable instrument presented to Tenant for the purpose of effecting such subordination. If Tenant, within ten (10) days after submission of such instrument, fails to execute same, Landlord is hereby authorized to execute same as attorney-in-fact for Tenant. It is a condition, however, to the subordination and lien provisions herein provided, that Landlord shall procure from any such mortgagee an agreement in writing, which shall be delivered to Tenant or contained in the aforesaid subordination agreement, providing in substance that so long as Tenant shall faithfully discharge the obligations on its part to be kept and performed under the terms of this Lease, its tenancy will not be disturbed nor this Lease affected by any default under such mortgage. Notwithstanding anything contained in this Lease to the contrary, Tenant

shall not have the right to terminate this Lease in accordance with the provisions contained herein so long as this Lease is assigned as addition security for any first institutional loan covering the Premises.

(b) Wherever notice is required to be given to Landlord pursuant to the terms of this Lease, Tenant will likewise give such notice to any first mortgagee of which it has received legal notice. Furthermore, such mortgagee shall have the same rights to cure any default on the part of Landlord that Landlord would have had.

#### SECTION 12. SUBLEASE OR ASSIGNMENT

The Tenant further covenants and agrees not to assign or sublet the Premises or any part of same, or in any other manner transfer the Lease Agreement, Leasehold or Premises, without the prior written consent of Landlord which consent shall not be unreasonably denied, conditioned or delayed. In the event of such subletting or assignment, Tenant shall remain liable. Tenant shall pay to Landlord, Five Hundred Dollars (\$500.00) for each proposed sublease or assignment submitted to Landlord as reimbursement to Landlord for expenses incurred by Landlord for the review of said sublease or assignment.

#### SECTION 13. COMMON AREAS

Common Areas means all areas and facilities or otherwise made available by Landlord, for the common use and benefit of tenants of the Building and their customers, employees and invitees. Common Areas shall include (to the extent the same are constructed), but not be limited to, the parking areas, sidewalks, landscaped areas, boundary walls and fences, service roads, and service areas.

#### SECTION 14. OPERATION OF COMMON AREAS

(a) Landlord shall, throughout the term hereof, operate and maintain the Common Areas for the use and benefit of the tenants of the Building and their customers, employees and invitees. Landlord shall at all times have exclusive control of the Common Areas and may at any time and from time to time: (i) promulgate, modify and amend reasonable rules and regulations for the use of the Common Areas, which rules and regulations shall be binding upon the Tenant upon a delivery of a copy thereof to the Tenant; (ii) temporarily close any part of the Common Areas, including but not limited to closing the streets, sidewalks, road or other facilities to the extent necessary to prevent a dedication thereof or the accrual of rights of any person or of the public therein; (iii) exclude and restrain anyone from the use or occupancy of the Common Areas or any part thereof except bona fide invitees, agents, employees, customers and suppliers of the tenants of the Building who use said areas in accordance with the rules and regulations established by Landlord; (iv) engage others to operate and maintain all or any part of the Common Areas on such terms and conditions as Landlord shall deem reasonable and proper; and (v) make such changes in the Common Areas as in its opinion are in the best interest of the Building, including but not limited to changing the location of the walkways, service areas, driveways, entrances, existing automobile parking spaces and other facilities, changing the direction and flow of traffic and establishing prohibited areas provided however in no event shall such changes materially interfere with Tenant's reasonable use of the Common Areas.

(b) Tenant shall keep all Common Areas free of obstructions created or permitted by Tenant. Tenant shall permit the use of the Common Areas only for normal parking and ingress and egress by its invitees, agents, employees, customers and suppliers to and from the Premises. If in Landlord's opinion unauthorized persons are using any of the Common Areas by

reason of Tenant's occupancy of the Premises, Tenant shall, upon Landlord's demand, enforce Landlord's rights against all such unauthorized persons. Landlord shall nonetheless have the right at any time to remove any such unauthorized persons from said areas including the sidewalks, parking areas and grass, or to restrain unauthorized persons from said area. Landlord, Tenant, and others constructing improvements or making repairs or alterations shall have the right to make reasonable use of portions of the Common Areas.

#### SECTION 15. EMINENT DOMAIN

(a) In the event the entire Premises or any part of the building should be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, the entire compensation or award therefore, including Leasehold, reversion and fee, shall belong to the Landlord.

(b) In the event only a portion of the Premises, not exceeding forty percent (40%) of the Premises, shall be so taken or condemned, and the portion of the Premises not taken can be repaired within ninety (90) days from the date of which possession is taken for the public use so as to be commercially fit for the operation for the operation of Tenant's business, the Landlord at its own expense shall repair the portion of the Premises not taken and there shall be an equitable abatement of Base Rent and Additional Rent for the remainder of the term and/or extended terms. If the portion of the Premises not taken cannot be repaired within ninety (90) days from the date of which possession is taken so as to be commercially fit for the operation for Tenant's business, then this Lease shall terminate and become null and void from the time possession of the portion taken is required for public use, and from that date on the parties hereto shall be released from all obligation hereunder except as herein stated. Any such appropriation or condemnation proceedings shall not operate as or be deemed an eviction of tenant or a breach of Landlord's covenant of quiet enjoyment.

(c) In the event that more than forty percent (40%) of the Premises shall at any time after the execution of this Lease be taken by public or quasi-public use or condemned under eminent domain, then at the option of the Landlord or Tenant upon the giving of thirty (30) days written notice (after such notice of condemnation), this Lease shall terminate and expire as of the date of such taking and any prepaid rental shall be prorated as of the effective date of such termination.

#### SECTION 16. TENANT'S TAXES

Tenant further covenants and agrees to pay promptly when due all taxes assessed against Tenant's fixtures, furnishings, equipment and stock-in trade placed in or on the Premises during the term of this lease.

#### SECTION 17. RISK OF GOODS

All personal property, goods, machinery, and merchandise in the Premises shall be at Tenant's risk if damaged by water, fire, explosion, wind or accident of any kind.

#### SECTION 18. USE AND OCCUPANCY

The Premises during the term of this Lease shall be occupied for the operating and conducting therein of a restaurant and related uses to include the sale of alcohol and for no other purpose whatsoever without prior consent of Landlord in writing. Tenant shall at all times, conduct its operations on the Premises in a lawful manner and in compliance with all governmental laws,

rules, regulations and orders applicable to the business of Tenant; excluding, however, obligations of the Landlord hereunder. Tenant further agrees it shall not permit any adult entertainment or lewd activities of any kind on the Premises, or Landlord shall have the right to terminate this Lease by providing 30 days advance notice to Tenant. Tenant covenants and agrees that the Premises shall not be abandoned but may be left vacant.

#### SECTION 19. NUISANCES

Tenant shall not perform any acts or carry on any practice which may injure the Premises or be a nuisance or menace to other tenants in the Building. Landlord shall not perform and shall not permit any other tenant or occupant of the Building to perform any acts or carry on any practices which would injure the Premises or be a nuisance or menace to the Tenant or which would interfere with the right of quiet enjoyment granted to the Tenant or to other tenants and occupants of the Building.

#### SECTION 20. WASTE AND REFUSE REMOVAL

Tenant covenants that it will use, maintain and occupy said Premises in a careful, safe, lawful and proper manner and will not commit waste therein. Landlord shall have access at all reasonable times to the Premises for purposes of inspecting and examining the condition and maintenance of the Premises. Tenant agrees to remove all refuse from the Premises in a timely, clean and sanitary manner and shall not permit objectionable odors from refuse. If Tenant fails to remove any refuse which violates the provisions of this paragraph within 24 hours after receipt of notice from Landlord, Landlord shall have the right to remove said refuse at Tenant's cost.

Tenant shall provide one dumpster on site for its use and business operations.

Furthermore, Tenant shall keep all common areas, parking lot, sidewalks, etc neat, clean and promptly cleaned of debris and refuse resulting from Tenant's guests, invitees and employees. Cleaning of said areas shall be done on a daily basis and shall be completed prior to normal retail business hours.

Tenant shall keep the Demised Premises free from rodents, pests and vermin and, in connection therewith, Tenant shall cause the Premises to be exterminated with such frequency and in such manner as to prevent the existence of vermin or other infestation. In lieu of the foregoing provisions with respect to infestation control, Landlord, at its option, may select an extermination to perform such services on behalf of Tenant. If Landlord does so, Tenant agrees to use such contractor to the exclusion of all other exterminators, devices, equipment or services. Tenant shall pay the charges therefor to such exterminator.

Tenant's failure to promptly remedy and cure any unclean or unsanitary condition, after notice from Landlord, shall constitute a breach of a material and substantial obligation by Tenant under this Lease and Landlord shall have the right to perform, at the expense of Tenant, whatever extermination or other work it deems necessary in order to cure or remedy such condition, including but not limited to extermination of the Demised Premises.

Tenant shall, at its sole cost and expense, comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. Tenant shall sort and separate such waste products, garbage, refuse, and trash into such categories as provided by law. Tenant shall pay all costs,

expenses, fines, penalties, or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Lease, and, at Tenant's sole cost and expense, shall indemnify, defend, and hold Landlord harmless (including legal fees and expense) from and against any actions, claims, and suits arising from such noncompliance, utilizing counsel reasonably satisfactory to Landlord.

Tenant shall not suffer or permit Tenant's employees or any persons making deliveries to or from the Premises or removing refuse and rubbish therefrom, to leave any food, refuse and rubbish containers or other matter standing upon the streets or sidewalks adjacent to the Building, or anywhere other than in the Demised Premises. If Tenant shall fail to comply with the foregoing provisions, Landlord, in addition to all other remedies provided in this Lease and at law, may remove any food, refuse and rubbish containers and other matter so left standing without any liability on the part of Landlord therefore, and the cost thereof shall be collectible as Additional Rent.

Tenant shall not suffer or permit anything to enter the sewage, waste or drainage system or any other pipes which will or is likely to create a stoppage or have a damaging, corrosive or deteriorating effect thereupon. Tenant shall, at its sole expense, keep the sewage, waste and drainage and grease trap system and all other pipes free of grease and obstructions emanating from the Premises and Tenant's business and shall regularly clean all flues, ventilation systems and grease traps.

#### SECTION 21. LANDLORD INSURANCE; FIRE REBUILDING AND ALTERING

(a) Landlord shall at all times during the term of this Lease carry fire, casualty, and extended coverage insurance on all the buildings and permanent improvements on the Property.

(b) Tenant agrees that it will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises so as to increase the cost of fire and extended coverage insurance to Landlord, over and above the normal cost of such insurance for the type, location and use of the Building. Tenant agrees to pay any increased insurance cost upon the Building resulting from Tenant's occupancy or Tenant's vacancy.

(c) If the Premises or any permanent additions or Leasehold improvements thereto shall be damaged, destroyed, or rendered untenable, in whole or in part, by or as the result or consequence of fire or other casualty during the term hereof, Landlord shall repair and restore the same to a good tenantable condition with reasonable dispatch. During such period of repair, the Base Rent and Additional Rent shall abate: (i) entirely in case the whole Premises are untenable, and if Tenant determines in good faith it cannot economically conduct business from the undamaged portion of the Premises; (ii) and proportionately if only a portion is untenable and Tenant is able to conduct its business from the undamaged portion of the Premises. Said abatement shall cease at such time as the Premises shall be restored to the tenantable condition.

(d) In the event the Premises, because of such damage or destruction, are not repaired and restored to tenantable condition with reasonable dispatch within one hundred eighty (180) days from the date of receipt of insurance proceeds for such damages or destruction, Tenant or Landlord may, at its option, terminate this Lease by giving sixty (60) days prior written notice to the other party and thereupon Landlord and Tenant shall be released from all future liability and obligations under this Lease.

(e) If the Premises are damaged or destroyed during the last two (2) years of the original or any extended term of this Lease, to the extent of more than one-third (1/3) of the ground floor area thereof, Landlord shall have the right to terminate this Lease by written notice to Tenant within sixty (60) days following such damage or destructions, unless Tenant shall, within thirty (30) days following receipt of such notice, offer to extend the term of this Lease for an additional period of five (5) years from the date such damage or destruction is repaired and restored. If Tenant makes said offer to extend, Landlord and Tenant shall determine the terms and conditions of said extension within thirty (30) days thereafter or Tenant's offer shall not be deemed to stop Landlord from canceling this Lease. If the terms and conditions have been mutually agreed to by the parties, then Landlord shall accept Tenant's offer and shall repair and restore the Premises within the time and in the manner set forth above.

#### SECTION 22. LANDLORD REPAIRS

Landlord shall have no responsibility for any repairs of any kind whatsoever.

#### SECTION 23. TENANT'S REPAIRS

(a) Except as otherwise set forth herein Tenant shall keep and maintain, at Tenant's expense, all and every other part of the Premises in good order, condition and repair, including, by way of example but not limitation: (i) all leasehold improvements; (ii) all heating, ventilating and air conditioning equipment; (iii) interior and exterior plumbing and sewage facilities, including drain lines and grease trap lines; (iv) all interior and exterior lighting; (v) electric signs; (vi) all interior non-structural walls; (vii) floor coverings; (viii) ceilings; (ix) appliances and equipment; (x) signs and showcases surrounding and within the Premises; (xi) all doors and entrance areas; (xii) the interior and exterior of all windows and window moldings; (xiii) all interior and exterior electrical systems; and (xiv) any damages occasioned or caused by the actions of Tenant, its agents, invitees, or employees as a result of Tenant's repair obligations hereunder.

(b) If Landlord reasonably deems any repair which Tenant is required to make hereunder to be necessary, Landlord may demand that Tenant make such repair immediately. If Tenant refuses or neglects to make such repair and to complete the same with reasonable dispatch, Landlord may make such repair and Tenant shall, on demand, immediately pay to Landlord the cost of said repair, together with interest at ten percent (10%) per annum. Landlord shall not be liable to Tenant for any loss or damage that may accrue to Tenant's stock or business by reason of such work or its results unless such damages or loss is caused by the negligence or intentional acts of Landlord or its agents or independent contractors.

#### SECTION 24. COVENANT OF TITLE AND PEACEFUL POSSESSION

Subject to the provisions of Section 11 hereof, Landlord shall, on or before the date on which Tenant is permitted to install its merchandise and fixtures have good and marketable title to the Premises in fee simple and the right to make this Lease for the term aforesaid. At such time, Landlord shall put Tenant into complete and exclusive possession of the Premises, and if Tenant shall pay the Rent and perform all the covenants and provisions of this Lease to be performed by the Tenant, Tenant shall, during the term hereby demised, freely, peaceably, and quietly enjoy and occupy the full possession of the Premises and the Common Areas and the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, without molestation or hindrance by any person whomsoever.

#### SECTION 25. LIABILITY

Tenant agrees to carry at its own expense, throughout this Lease, public liability insurance covering the Premises and Tenant's use thereof, which insurance shall include Landlord as an additional named insured, in companies and in a form satisfactory to Landlord, with minimums of the following: (i) One Million Dollars (\$1,000,000.00) per occurrence on account of bodily injuries or death of one or more persons and property damage combined; (ii) policy limits of Two Million Dollars (\$2,000,000.00) general aggregate per location; and (iii) fire damage property coverage of Fifty Thousand Dollars (\$50,000.00) limit per occurrence, and to deposit said policy or policies or certificates thereof with Landlord prior to the date of occupancy by Tenant. Such liability insurance policy or policies and the certificate shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than thirty (30) days in advance of modification or cancellation thereof. Proof of policy renewal shall be provided to Landlord fifteen (15) days prior to the expiration date.

#### SECTION 26. REAL ESTATE TAXES, INSURANCE & COMMON AREA MAINTENANCE CHARGES

In addition to Base Rent, Tenant shall pay the following sums as "Additional Rent":

(a) Taxes. All real property taxes and assessments levied, imposed or assessed upon the Property during each Lease year ("Taxes").

(b) Insurance. The total cost to Landlord of all fire, extended coverage, liability, and other insurance coverage carried by Landlord with respect to the Property ("Insurance").

(c) Common Area Maintenance. All expenditures for operating and maintaining the Property (in accordance with generally accepted accounting principles), including removing snow, ice and debris from the sidewalks, service driveways, parking areas, and driveways and lighting the Building and Property, however, there shall not be included in such costs of operation or charged to Tenant any capital expenditures, allowance for depreciation, interest or principal on mortgage or other indebtedness, brokerage or leasing commissions and expenses which are charged to specific tenants, or for income and other taxes paid by Landlord, or Landlord's company expenses, or improvements to other tenant spaces within the Building.

(d) Tenant's Pro Rata Share. Tenant's Pro Rata Share is 100% of the Building and Property%.

(e) Payment of Additional Rent. Within one hundred twenty (120) days following the end of each calendar year, Landlord shall deliver to Tenant a statement setting forth Landlord's actual operating expenditures for the preceding year and the monthly installment of Additional Rent that Landlord estimates will be needed for the current calendar year. If at any time during the calendar year Landlord determines that the initial estimate should be revised so that it will more closely approximate the expected actual Additional Rent, Landlord may revise the initial estimate by delivering to Tenant a subsequent statement. Tenant shall pay Landlord, together with the Base Rent, on the first day of each month during this Lease, the monthly installment of estimated Additional Rent as set forth in the last statement received by Tenant. Landlord's failure to submit statements as called for herein shall not be deemed to be a waiver of Tenant's requirement to pay the sums herein provided. If the total amount of estimated payments paid by Tenant for any calendar year is less than the actual amount payable by Tenant, then Tenant shall pay the balance of Additional Rent in a lump sum within thirty (30) days after Landlord delivers the statement to Tenant. If the total of the estimated payments is greater than the actual Additional Rent for the same period, then Tenant shall receive a credit against the next

due payment of estimated Additional Rent. Should an additional amount or a credit be due Tenant at the termination of this Lease, notification of same shall be provided within one hundred twenty (120) days following termination of the Lease. If an additional amount is due, then the Tenant shall pay the balance of Additional Rent in a lump sum within thirty (30) days after Landlord delivers the statement to Tenant. If a credit is due, Landlord shall submit payment to Tenant within thirty (30) days of notification that said credit is due Tenant. The above notwithstanding, the parties hereto agree that, Tenant's monthly obligation for Additional Rent shall begin on October 1, 2017 and continue for the entire length of this Lease and any extensions thereof.

(f) Verification. Tenant or its representative shall have the right to examine Landlord's books and records with respect to items in the statement of actual Additional Rent during normal business hours at any time within one hundred twenty (120) days following the furnishing by Landlord to Tenant of the statement. Unless Tenant shall take written exception to any item within one hundred twenty (120) days after furnishing the statement, said statement shall be considered as final and accepted by Tenant.

(g) Proration. If the first Lease year commences on any day other than January 1, or if the last year of the Lease ends on any day other than December 31, any payment due to Landlord by reason of any Additional Rent or estimated installment thereof shall be prorated.

#### SECTION 27. SURRENDER

The Tenant covenants and agrees to deliver up and surrender to the Landlord the physical possession of the Premises upon the expiration of this Lease or its termination as herein provided in as good condition and repair as the same shall be at the commencement of the original term, loss by fire and/or ordinary wear and tear excepted and to deliver all of the keys to the Landlord or Landlord's agents.

#### SECTION 28. HOLDING OVER

There shall be no privilege of renewal hereunder (except as specifically set forth in this Lease) and any holding over after the expiration by the Tenant shall be from day to day on the same terms and conditions (with the exception of Base Rent which shall be prorated on a daily basis at twice the daily Base Rent rate of the most recent expired term) at Landlord's option; and no acceptance of Rent by or act or statement whatsoever on the part of the Landlord or his duly authorized agent in the absence of a written contract signed by Landlord shall be construed as an extension of the term or as a consent for any further occupancy.

#### SECTION 29. NOTICE

Whenever under this Lease provisions are made for notice of any kind to the Landlord, it shall be deemed sufficient notice and sufficient service thereof if such notice to Landlord is in writing, addressed to Landlord c/o Capitol Equities, 580 N Fourth Street, Suite 120, Columbus Ohio 43215, or at such address as Landlord may notify Tenant in writing, and deposited in the United States mail, by registered or certified mail, return receipt requested, with postage prepaid or by Federal Express or such other recognized mail service as normally results in overnight delivery. Notice to Tenant shall be sent in like manner to Late Nigh Slice, 1040 N. High Street, Suite 7, Columbus, OH 43201.

#### SECTION 30. DEFAULT

Should Tenant fail to pay the Rent or any other payments required of Tenant hereunder or any part thereof, for a period of Ten (10) days after Tenant's receipt of written notice from Landlord of the non-payment, or should Tenant fail to perform or observe any other agreement, covenant or condition on Tenant's part to be performed or observed herein and shall fail to cure such failure within thirty (30) days after written notice from Landlord specifying the failure (except that if such default cannot be cured within said 30-day period, then this period shall be for a reasonable additional time, provided that Tenant commences, in good faith, to cure such default within said 30-day period and diligently pursues the same to completion, and provided further that in no event shall such default continue for more than ninety (90) days), or should this leasehold become subject to execution, attachment or other process of law, or should premises be vacated, abandoned or business operation of Tenant ceases for a period exceeding 30 days, or should Tenant make an assignment for benefit of creditors, file a voluntary petition in bankruptcy or if there is an arrangement or reorganization or Tenant suffers an involuntary petition to be filed against Tenant or suffer a receiver or trustee to be appointed for Tenant, or Tenant permits Tenant's fixtures or merchandise in the premises to be attached or taken under execution or other legal process, or should Tenant assign this Lease without the written consent of Landlord, in all or any of such events a breach of this Lease shall have occurred, and should such breach be other than for payment of money and continue for thirty (30) days after written notice from Landlord, then Landlord, in addition to any other remedies available, shall have the immediate right to enter and repossess the Premises by summary or dispossession proceedings, or otherwise, and remove therefrom all occupants and take and store any property at the cost of and for the account of Tenant, without becoming liable to prosecution or damages therefore, and thereupon all rights of Tenant and obligation of Landlord to Tenant hereunder shall cease but Tenant shall remain liable for the Rent, less any net amount realized by Landlord from re-renting premises, and such liability for Rent shall continue each month for the remainder of the term. At any time thereafter, Landlord may terminate this Lease by a declaration to that effect. In all actions on this Lease the parties waive trial by jury, however, trial to the court is not waived.

If Tenant at any time shall fail to make any payment or perform any act required by this Lease to be made or performed by it within the time and cure periods hereunder, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may, but shall be under no obligation to, at any time thereafter, make such payment or perform such act for the account and at the expense of Tenant. All sums not paid when due and all sums so paid by Landlord and all costs and expenses so incurred, together with interest thereof at a rate of 1.5% per month from the date of payment or incurring, shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant on demand.

In the event that Landlord fails to make any payment or perform any act required by this Lease then Tenant shall give Landlord written notice of same with said notice providing a reasonable time for Landlord to make said payment or perform such act.

#### SECTION 31. WAIVER OF SUBROGATION

Landlord and Tenant hereby release each other from any and all liability or responsibility (to the other or any one claiming through or under them by way subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary insurance contract casualties even if such fire or other casualty shall have been caused by the fault or negligence of the other party or any one for whom such party may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies shall

contain a clause or endorsement to the effect that any such release shall not adversely affect or impair or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agree that their policies will include such clause so long as the same is obtainable and if not obtainable, shall so advise the other in writing and such notice shall release both parties from the obligation to obtain such a clause or endorsement.

### SECTION 32. EXCULPATION

If the Tenant obtains a money judgment against Landlord, any of its partners or its successors or assigns under any provisions of or with respect to this Lease or on account of any matter, condition or circumstance arising out of the relationship of the parties under this Lease, Tenant's occupancy of the Building or Landlord's ownership of the Property, Tenant shall be entitled to have execution upon such judgment only upon Landlord's fee simple estate in the Property and not out of any other assets of Landlord, any of its partners or its successor or assigns; and Landlord shall be entitled to have any such judgment so qualified as to constitute a lien only on said fee simple estate.

If Landlord transfers its estate in the Premises subject to this Lease, Landlord shall thereafter be relieved of all obligations of Landlord expressed in this Lease or implied by law and which are subsequent to said transfer and/or sublease.

### SECTION 33. RIGHTS CUMULATIVE

Unless expressly provided to the contrary in this Lease, each and every one of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other of such rights, remedies and benefits or of any other rights, remedies and benefits allowed by law; provided, however, that this Lease shall not be cancelable except for default of Tenant except as otherwise specifically provided herein.

### SECTION 34. MITIGATION OF DAMAGES

Notwithstanding any of the terms and provisions herein contained to the contrary, Landlord and Tenant shall each have the duty and obligation to mitigate, in every reasonable manner, any and all damages that may or shall be caused or suffered by virtue of defaults under or violation of any of the terms and provisions of this Lease agreement committed by the other.

### SECTION 35. SIGNS

No signs, whether building, free-standing, pylon or other signs, shall be placed within or around the Premises except as such sign shall comply with all applicable zoning and building codes, and no signs shall be permitted without the prior written consent of Landlord as to the size, graphics, location, and all other aspects of any signs.

### SECTION 36. ENTIRE AGREEMENT

This Lease shall constitute the entire agreement of the parties hereto; all prior agreements between parties, whether written or oral, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified, or discharged orally but only by an agreement in writing signed by the party against whom enforcement of the change, modification or discharge is sought.

### SECTION 37. LANDLORD'S LIEN

In the event of default, Landlord shall, by the execution of this Lease by Tenant, have a lien for the performance of any and all obligations of Tenant which shall encumber Tenant's fixtures, equipment, machinery, goods, wares, merchandise, and other personal property of Tenant.

#### SECTION 38. BINDING UPON SUCCESSORS

The covenants, conditions, and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefit of their respective heirs, representatives, successor and assigns.

#### SECTION 39. TRANSFER OF INTEREST

If Landlord should sell or otherwise transfer its interest in the Premises, upon an undertaking by the purchaser or transferee to be responsible for all the covenants and undertakings of Landlord, Tenant agrees that Landlord shall thereafter have no liability to Tenant under this Lease or any modifications or amendments thereof, or extensions thereof, except for such liabilities which might have accrued prior to the date of such sale or transfer of its interest by Landlord.

#### SECTION 40. ACCESS TO PREMISES

Landlord and its representatives may have free access to the Premises at all reasonable times (upon reasonable prior notice) for the purpose of: (i) examining the same or to make any alterations or repairs to the Premises that Landlord may deem necessary for its safety or preservation; (ii) exhibiting the Premises for sale or mortgage financing; (iii) also during the last three (3) months of the term of this Lease for the purpose of exhibiting the Premises and putting up the usual notice "to rent" which notice shall not be removed, obliterated or hidden by Tenant, provided, however, that any such action by Landlord as aforesaid in this section shall cause as little inconvenience as reasonably practicable and such action shall not be deemed an eviction or disturbance of Tenant nor shall Tenant be allowed any abatement or rent, or damages for any injury or inconvenience occasioned thereby.

#### SECTION 41. HEADINGS

The headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease.

#### SECTION 42. NON-WAIVER

No payment by Tenant or receipt by Landlord or its agents of a lesser amount than the Rent in this Lease stipulated shall be deemed to be other than on account of the stipulated Rent nor shall an endorsement or statement on any check or any letter accompanying any check or payment of Rent be deemed on accord and satisfaction and Landlord or its agents may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

#### SECTION 43. FORCE MAJEUR

In the event the Landlord shall be delayed or hindered or prevented in the performance of any obligations required under the Lease by reasons of strike, lockouts, inability to procure labor or materials, failure of power, fire or other acts of God, restrictive governmental laws or regulations, riots, insurrection, war or any other reason not within the reasonable control of Landlord, then the performance of such obligations shall be excused for a period of delay and

the period for the performance of any such act shall be extended for a period equivalent to the period of any such delay.

#### SECTION 44. HAZARDOUS SUBSTANCES

(a) Landlord and Tenant hereby covenant and agree that the following terms shall have the following meanings:

(i) "**Environmental Laws**" mean all federal, state, and local laws, statutes, ordinances, and codes relating to the use, storage, treatment, generation, transportation, processing, handling, production, or disposal of any Hazardous Substance and the rules, regulations, policies, guidelines, interpretations, decisions, orders, and directives with respect thereto.

(ii) "**Hazardous Substance**" means, without limitation, any flammable explosives, radioactive materials, asbestos, urea formaldehyde form insulation, polychlorinated biphenyls, petroleum and petroleum based products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, *et seq.*), or any other applicable Environmental Law.

(iii) "**Indemnitees**" means Landlord, its respective successors and assignees, its respective partners, officers, directors, employees, agents, representatives, contractors and subcontractors, and any subsequent owner of the Property who acquires title thereto from or through Landlord.

(iv) "**Release**" has the same meaning as given to that term in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, *et seq.*), and the regulations promulgated thereunder.

(b) Tenant covenants and agrees with Landlord as follows:

(i) Tenant shall keep, and shall cause all occupants of the Premises to keep the Premises and the Common Areas which are used by the Tenant, or any occupant of the Premises, free of all Hazardous Substances, except for Hazardous Substances stored, treated, generated, transported, processed, handled, produced, or disposed of in the normal operation of the Premises in accordance with all Environmental Laws.

(ii) Tenant shall comply with, and shall cause all occupants of the Premises to comply with all Environmental Laws.

(iii) Tenant shall promptly provide Landlord with a copy of all notifications which it receives with respect to any past or present release of any Hazardous Substance or the threat of such release on, at, or from the Property and Building or any other property adjacent to or within the immediate vicinity of the Property and Building.

(iv) Landlord shall have the right, but not the obligation, to cure any violation by Tenant of the Environmental Laws and Landlord's costs and expense to so cure shall be the responsibility of the Tenant under this Lease agreement.

(c) Tenant covenants and agrees, at its sole cost and expense, to indemnify, defend, and save harmless Indemnitees from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, and/or expenses (including, without limitation, reasonable attorneys' and experts' fees and expenses) of any kind or nature whatsoever which may at any time be imposed upon, incurred by, asserted, or awarded against Indemnitees arising out of the actions or inactions of Tenant or any occupant of the Premises, and (i) the storage, treatment, generation, transportation, processing, handling, production, or disposal of any Hazardous Substance; (ii) the presence of any Hazardous Substance or a release of any Hazardous Substance or the threat of such release; (iii) human exposure to any Hazardous Substance; (iv) a violation of any Environmental Law; or (v) a material misrepresentation or inaccuracy in any representation or warranty or material breach of or failure to perform any covenant made by Tenant herein (collectively, the "Indemnified Matters").

The liability of Tenant to Indemnitees hereunder shall in no way be limited, abridged, impaired, or otherwise affected by: (i) the release, expiration, or termination of this Lease agreement; (ii) the invalidity or unenforceability of any of the terms or provisions contained in this Lease agreement; (iii) any exculpatory provisions of this Lease agreement; (iv) any applicable statute of limitations; (v) the assignment of this Lease agreement by Landlord or Tenant; (vi) the sale, transfer, or conveyance of all or part of the real property and building; (vii) the dissolution or liquidation of Tenant; (viii) the death or legal incapacity of Tenant; (ix) the release or discharge, in whole or in part, of Tenant in any bankruptcy, insolvency, reorganization arrangement, readjustment, composition, liquidation, or similar proceeding; or (x) any other circumstances which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of Tenant under this Lease agreement.

The foregoing indemnity shall be in addition to any and all other obligations and liabilities Tenant may have to Landlord at common law.

The above notwithstanding, it is expressly agreed by the parties hereto that Tenant shall not be responsible for any Hazardous Substances which are on or about the Premises or the Building or the Property prior to the Tenant's possession of the Premises or for any Hazardous Substances which were not brought upon the Premises, Building or Property by the Tenant or its invitees, agents or independent contractors. Landlord shall be solely responsible for such Hazardous Substances which are on or about the Premises or the Building or the Property prior to Tenant's possession of the Premises.

(d) Landlord represents and warrants that, to Landlord's knowledge, there are no Hazardous Substances on the parcel of land on which the Building is located or the Property or in the Building, including its interior, systems or structure. Landlord hereby represents and warrants that: (i) neither Landlord nor an affiliate of Landlord owned the Property or had an interest therein during construction of the Building, and (ii) neither Landlord nor an affiliate of Landlord was responsible for the construction of the Building or had an interest therein. If any Hazardous Substance is discovered in, on or around the Property or if Landlord is notified of its existence on the Property during the term, then, unless Tenant is responsible for the presence of such Hazardous Substance, Landlord shall, if required by applicable law and at no cost to Tenant, remove all of such Hazardous Substance in accordance with applicable law; provided, however, that if either the presence or removal of any Hazardous Substance will prevent the business operations of Tenant in the Premises for a period of more than forty-five (45) consecutive days after notice of the same to Landlord, then Tenant may terminate this Lease upon forty-five (45) days' prior written notice to Landlord. Rent shall be equitably abated based

on the practical non-availability of any portion of the Premises for the purposes permitted by this Lease due to: (i) the unlawful presence of any Hazardous Substance in the Property which is not the result of any act or failure to act of Tenant or any person for whom Tenant is responsible or (ii) the removal by Landlord of any Hazardous Substance. If Landlord fails to commence and diligently pursue the completion of the removal of any Hazardous Substance required hereunder after receipt of Tenant's written demand to do so, then Tenant may terminate this Lease upon forty-five (45) days' prior written notice to Landlord. In such event, Rent shall be apportioned as of the effective date of termination and any prepaid Rent with respect to the period after the effective date of termination shall be repaid to Tenant.

#### SECTION 45. ESTOPPEL CERTIFICATE

Promptly upon request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord an "Estoppel Certificate" as required by any lending institution, transferee of the Property, and/or the Landlord, certifying that the Lease is in full force and effect and containing such other information as is reasonably requested and said Estoppel Certificate may be relied upon by said lending institution, transferee and/or the Landlord.

#### SECTION 46. DISCLOSURE

R. Todd Kemmerer and John-Ryan Kern hereby disclose that they are licensed real estate brokers in the State of Ohio, and are members of the entity which owns the Property.

#### SECTION 47. FINANCIAL STATEMENTS

Tenant shall at any time within ten days following request by Landlord, deliver to Landlord, or to any other party designated by Landlord, a true and accurate copy of Tenant's most recent financial statements.

#### SECTION 48. PURCHASE OPTION

Tenant shall have the option to purchase the building between months 13 and 18 for \$650,000 and between months 19-24 for \$675,000. In the event Tenant does not purchase the building in the above time frames, then Tenant shall have the ongoing right of first offer after the 24<sup>th</sup> month at market rates provide that Landlord desires to sell the building..

#### SECTION 48. ADDITIONAL TERMS

(a) No receipt of money by Landlord from Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is required.

(b) No waiver of any default of Tenant or Tenant hereunder shall be implied from any omission by Landlord or Tenant to take any action on account of such default if such default persists or be repeated, and on express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

(c) It is understood that Landlord may occupy portions of the Building or Property in the conduct of Landlord's business. In such event, all references herein to other tenants of the building shall be deemed to include Landlord as an occupant.

(d) All of the covenants of Tenant hereunder shall be deemed and construed to be "conditions" as well as "covenants" as though the words specifically expressing or importing covenants and conditions were used in each separate instance.

(e) This Lease shall not be recorded by either party without the consent of the other.

(f) Neither party has made any representations or promises, except as contained herein, or in some further writing signed by the party making such representation or promise.

(g) Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.

(h) If because of any act or omission of Tenant, a mechanic's lien is filed against Landlord or the real estate, Tenant shall hold Landlord harmless therefrom.

(i) This Lease shall not be binding until signed by both parties.

(j) No acceptance by Landlord of a lesser sum than Base Rent and/or Additional Rent, or any other charge then due shall be deemed other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent or other charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or charge or other monies owing by Tenant or pursue any other remedy in this Lease provided.

(k) This Lease shall be governed and construed in accordance with the laws of the State of Ohio.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

CER Elm Investments LLC

By: J.R. Kern  
Its: Member

TENANT:

LNS Ventures LLC

By: William Sorboro  
Its: Member

STATE OF OHIO :  
COUNTY OF FRANKLIN :

BE IT REMEMBERED, that on the 21 day of September, 2017, before me, a Notary Public in and for said State, personally appeared JR Kern, by CER Elm Investments LLC, the Landlord in the foregoing Lease, who hereby acknowledged that the signing thereof was his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.



**STEPHANIE OWEN**

NOTARY PUBLIC  
STATE OF OHIO

My Commission Expires  
June 1, 2022

[Signature]  
Notary Public

STATE OF OHIO :  
COUNTY OF FRANKLIN :

BE IT REMEMBERED, that on the 21 day of September, 2017, before me, a Notary Public in and for said State, personally appeared William Sorboro, by LNS Ventures LLC, the Tenant in the foregoing Lease, who hereby acknowledged that the signing thereof was his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year aforesaid.



**STEPHANIE OWEN**

NOTARY PUBLIC  
STATE OF OHIO

My Commission Expires  
June 1, 2022

[Signature]  
Notary Public

EXHIBIT A

Parcel ID  
096-0006-0011-00

Address  
2014 ELM ST

Index Order  
Parcel Number

Tax Year  
2016 Payable 2017

Property Map

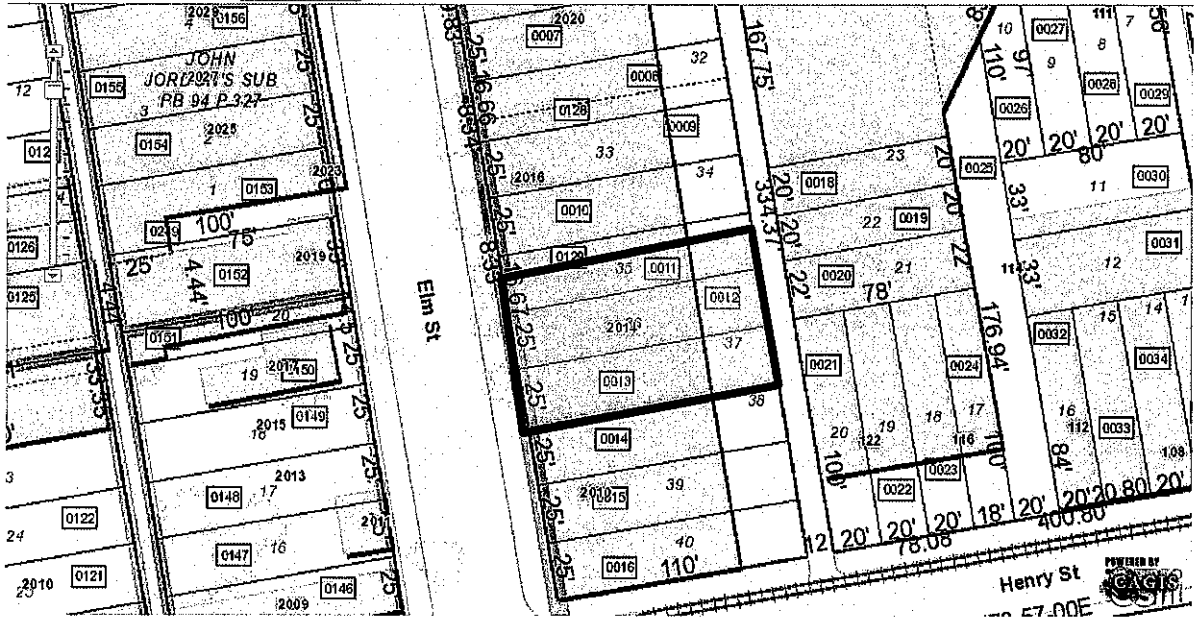


EXHIBIT B  
TENANT'S IMPROVEMENTS

Tenant shall make any and all improvements to the building including, new roof on the entire Building and new windows throughout the Premises. Any and all interior improvements shall also be at the sole cost and expense of the Tenant. Landlord and Tenant will mutually agree on what kind of roof as well as the style and kind of windows for the front and rear of the building. Landlord shall give Tenant a \$15,000 credit towards the installation of a new roof.

## GUARANTY OF PERFORMANCE OF LEASE

WHEREAS, CER Elm Investments LLC (hereinafter called Landlord) is proposing to enter into a lease of certain of its property located at 2014 Elm Street, Cincinnati, OH (hereinafter called the Lease) to LNS Ventures LLC (hereinafter called Tenant), and

WHEREAS, the execution of the GUARANTY OF PERFORMANCE by the undersigned (hereinafter called Guarantor), is a condition precedent to the execution of said Lease by Landlord.

NOW, THEREFORE, in consideration of the execution of said Lease by Landlord to Tenant and of other good and valuable considerations and in order to induce Landlord to execute the same, Guarantor hereby guarantees, unconditionally and absolutely, the full and faithful performance and observance of all of the covenants, terms and conditions of the lease provided of any such modification thereof, to be performed and observed by Tenant, expressly including, without being limited to, the payment when due of all rentals payable under the lease.

The following terms and conditions are a part of the Guarantor's obligation hereunder:

1. If (a) the Lease be modified in any respect by agreement between Landlord and Tenant providing for, included but not limited to additional space, lease space, relocation or any rental increase, or (b) if Tenant renews or extends the Lease for any period beyond the date specified in the Lease for the expiration of the term of either pursuant to any option granted under this Lease or otherwise, at any time, or (c) if Tenant sublets or assigns the Lease, or (d) if Tenant holds over beyond the term of the Lease, the obligations hereunder of Guarantor shall extend and apply with respect to the full and faithful performance and observance of all of the covenants, terms and conditions of the Lease, or any such modification thereof, and for the renewed and extended term or for any holdover. Guarantor waives the right to notice of any such modification, extension, renewal, subletting or holdover.
2. This guaranty is irrevocable and all of the terms hereof shall be binding on Guarantor and the heirs, estates, successors, assigns and legal and personal representatives of Guarantor. It shall remain in effect until all covenants, terms and conditions of the Lease (including contingencies provided in Paragraph 1 hereof) have been fully performed and observed and shall inure to the benefit of Landlord and the heirs, estates, successors, assign, and legal and personal representatives of Landlord.
3. Guarantor does not require any notice of Tenant's nonpayment, nonperformance, or nonobservance of the covenants, terms and conditions of the Lease and hereby expressly waives the right to receive such notice.
4. Guarantor's obligations to make any payment in accordance with the terms of the Guaranty or any remedy for the enforcement thereof shall not be impaired, modified, released or limited in any way by any impairment, modification, release or limitation of the liability of Tenant or its estate in bankruptcy resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or the laws of any State or from the decision of any Court interpreting the same. The Guarantor agrees that in the event of the institution of any insolvency, bankruptcy or reorganization proceedings by or against Tenant, any liquidation, dissolution, winding-up or cancellation of the legal status of Tenant, any composition or arrangement by Tenant with its creditors and irrespective of any

rejection, assignment or termination of the lease or any of the terms and conditions thereof by Tenant or any trustee of Tenant in connection with any proceeding for bankruptcy or reorganization filed by or against Tenant under the Federal Bankruptcy Code or any other applicable federal or state law, the Guarantor shall nonetheless remain liable hereunder for the full and complete performance of the terms and conditions of the lease to be complied with or performed by Tenant during the entire term designated in the Lease.

5. The liability of Guarantor is coextensive with that of Tenant and also joint and several, and action may be brought against the Guarantor and Guarantor hereby warrants and represents that the Guarantor has full power and authority to make and execute this Guaranty and be carried to final judgment either with or without making Tenant a party thereto. Guarantor waives any right to require that any action be brought against Tenant prior to the enforcement of Guarantor's obligations hereunder. Guarantor agrees that no delay on the part of Landlord in enforcing any of its rights or remedies or insisting thereon, nor any extension of time nor any changes or modifications in or to, or in connection with the Lease, shall in any way limit, affect or impair the liability of Guarantor hereunder. Guarantor hereby expressly consents to and approves such delays, extensions, changes and modifications.
6. Guarantor expressly agrees that if Landlord terminates the Lease due to a default by Tenant, Guarantor shall, at the request of Landlord enter into a new Lease with Landlord on the same terms and conditions as contained in the Lease immediately prior to its termination, for a term commencing on the termination date of the Lease and ending on the expiration date of the Lease. This provision shall not limit the liability of Guarantor under any other provision of this guaranty nor limit any right of Landlord to repossess and relet without terminating the Lease in the event of Tenant's default in which event Guarantor's obligations hereunder with respect to performance of the Lease shall remain in full force and effect.
7. Until all of Tenant's obligations under the Lease are fully performed, Guarantor (a) waives any rights that Guarantor may have against Tenant by reason of any one or more payments or acts in compliance with the obligations of Guarantor under this guaranty, and (b) subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under said Lease. The Guarantor agrees that it shall have no right of subrogation, reimbursement or indemnity whatsoever with respect to the debts, liabilities and obligations of Tenant covered by the Lease, or to any monies due and unpaid thereon. The Guarantor further waives all present and future debts and obligations owed by Tenant to Guarantor in favor of Landlord, all such debts and obligations being subordinate as to time of payment and in all other respects to the obligations of Tenant or Landlord in connection with the Lease.
8. This Lease and this guaranty shall be governed by and interpreted under the laws of and enforced in the courts of Ohio. Guarantor waives the benefit of any statute of limitations affecting the Guarantors liability and also hereby waives the right to trial by jury in any action or proceeding by Landlord against Guarantor in respect of this guaranty.
9. Guarantor irrevocably appoints Tenant as its agent for service of process related to this guaranty. Any notice given to Tenant under the Lease shall be deemed to have been provided to Guarantor personally.

10. Guarantor will pay to Landlord all of Landlord's expenses, including but not limited to attorney fees incurred in enforcing this guaranty. No set-off, counterclaim, reduction or diminution of any obligation, or any defense of any kind or nature which the Guarantor has or may have against Landlord shall limit or in any way affect the obligations of the Guarantor hereunder.

(b) Provided Tenant is not in default and is current with respect to all obligations under the Lease, Guarantor's obligations hereunder shall terminate upon the expiration of the 36<sup>th</sup> month period that commences as of the Lease commencement date.

11. Guarantor's present address is as follows:

William M Sorboro III  
1312 Neil Ave  
Cols, OH 42301

Bryce M Ungerott  
17 West 3rd Ave #202  
Columbus, OH 43201

Dylan Wayman  
827 SUMMIT ST  
COLUMBUS OH 43205

Guarantor will promptly advise Landlord of any change in Guarantor's address.

IN WITNESS WHEREOF, Guarantor has executed this guaranty of performance this 21 day of SEPT 2017.

GUARANTOR: William M Sorboro III

William Sorboro III  
By:  
Social Security #: 283-78-3836

State of: Ohio )  
County of: Franklin )

In testimony whereof the foregoing instrument was acknowledged before me by William Sorboro and I have hereunto subscribed my name and affixed my official seal this 21 day of September 2017.



**STEPHANIE OWEN**  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Expires  
June 1, 2022

[Signature]  
(Notary Public)

GUARANTOR: Bryce M Ungerott

[Signature]  
By:  
Social Security #: 285-88-9956

State of: Ohio )  
County of: Franklin )

In testimony whereof the foregoing instrument was acknowledged before me by Bryce Ungerott and I have hereunto subscribed my name and affixed my official seal this 21 day of September 2017.



**STEPHANIE OWEN**  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Expires  
June 1, 2022

[Signature]  
(Notary Public)

GUARANTOR: Dylan Wayman

[Signature]  
By:  
Social Security #: 271-86-1437

State of: Ohio )  
County of: Franklin )

In testimony whereof the foregoing instrument was acknowledged before me by Dylan Wayman and I have hereunto subscribed my name and affixed my official seal this 21 day of September 2017.



**STEPHANIE OWEN**  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Expires  
June 1, 2022

[Signature]  
(Notary Public)



# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 2014 Elm Street Cincinnati, Ohio 45202

Buyer(s): LNS Ventures, LLC

Seller(s): CER Elm Investments LLC

## I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

The seller will be represented by \_\_\_\_\_, and \_\_\_\_\_  
AGENT(S) BROKERAGE

## II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

## III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Ed Fellows and J.R. Kern and real estate brokerage Capitol Equities Realty will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_
- represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

## CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

W. McKay Salter III 9/21/17  
BUYER/TENANT DATE

\_\_\_\_\_  
SELLER/LANDLORD DATE

\_\_\_\_\_  
BUYER/TENANT DATE

\_\_\_\_\_  
SELLER/LANDLORD DATE

# DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

**As a dual agent, the agent(s) and brokerage shall:**

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

**As a dual agent, the agent(s) and brokerage shall not:**

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

**Compensation:** Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

**Management Level Licensees:** Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

**Responsibilities of the Parties:** The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

**Consent:** By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce  
Division of Real Estate & Professional Licensing  
77 S. High Street, 20<sup>th</sup> Floor  
Columbus, OH 43215-6133  
(614) 466-4100



# ZONING HEARING EXAMINER

## Application for Zoning Relief

II Centennial Plaza  
805 Central Avenue, Suite 500  
Cincinnati, Ohio 45202  
Monday- Friday 7:30 am- 4 pm  
513-352-1559

**Section 1. SUBJECT PROPERTY**  
 ADDRESS 2014 ELM ST CINCINNATI, OH 45202 COMMUNITY OVER-THE-RHINE  
 PARCEL ID(S) 096-0006-0011-00  
 BASE ZONING CLASSIFICATION \_\_\_\_\_ ZONING OVERLAY (if applicable) \_\_\_\_\_  
 Non-Residential Project     Residential Project (RCO) One -, Two -, and Three- Family Dwelling

**Section 2. APPLICANT**  
 NAME MSA ARCHITECTS CONTACT PERSON (if legal entity) CALEB HERRICK  
 ADDRESS 316 W 4TH ST CITY CINCINNATI STATE OH ZIP 45202  
 EMAIL cherrick@msaarch.com RELATIONSHIP TO OWNER (if not owner) ARCHITECT  
 TELEPHONE 513-741-5666

**Section 3. OWNER**  
 NAME CER ELM INVESTMENTS LLC CONTACT PERSON (if legal entity) \_\_\_\_\_  
 ADDRESS 5840 N 4TH ST CITY COLUMBUS STATE OH ZIP 43215  
 EMAIL \_\_\_\_\_ RELATIONSHIP TO OWNER (if not owner) \_\_\_\_\_  
 TELEPHONE \_\_\_\_\_

**Section 4. NATURE OF RELIEF REQUESTED.** (select all that apply)  
 Variance     Use Variance     Special Exception     Conditional Use  
 Expansion or Substitution of Non Conforming Use     Hillside Overlay District Permission  
 Urban Design Overlay District Permission     DD District Phased Development Approval

**Section 5. BRIEF DESCRIPTION OF PROPOSED PROJECT** (Do not write "see attached" or leave blank. You may attach a longer statement to this application if the space provided is insufficient to describe your proposed project)  
Tenant buildout of a Restaurant, replacing a business Work includes: demolition, new construction of interior walls, and upgrades to all building MEP systems.

**Section 6. SUMMARY OF REASONS WHY RELIEF SHOULD BE GRANTED.**  
 You must provide a written statement explaining how the proposed project meets the standards for all relief requested. Separate instructions for preparing this statement are attached. If you fail to follow the instructions for your type of request, your application may be denied.

**Section 7. SIGNATURE.** The undersigned does hereby certify that the information provided in connection with this application is, to the best of his or her knowledge, true and correct.  
 Print Name Caleb Herrick Signature Caleb Herrick Date 11/27/2017

### Section 8. ADDITIONAL DOCUMENTATION SUBMISSION REQUIREMENTS.

Submit three copies and one digital copy of the following documentation. If you fail to complete the application or provide all information requested, your application may be denied.

<input checked="" type="checkbox"/>	<b>Submit three copies and one digital copy of the documents listed below.</b>
<input checked="" type="checkbox"/>	<b>Denial letter from Zoning Department, or signed letter from a Zoning Plans Examiner.</b>
<input checked="" type="checkbox"/>	Written statement required in Section 6 of application.
<input type="checkbox"/>	Applications requesting development permission in a Hillside Overlay District must meet the additional requirements found in Cincinnati Municipal Code 1433-15. Please ensure your application meets these requirements.
<input checked="" type="checkbox"/>	Survey plats, site plans, or other accurate drawings showing boundaries, dimensions, areas, topography, and frontage of the property involved, as well as the location and dimensions of all structures existing and proposed from the nearest property lines. When landscaping is required by the zoning code, a landscaping plan must also be provided.
<input checked="" type="checkbox"/>	Plans, architectural drawings, photographs, elevations, specifications, and other detailed information fully depicting the exterior appearance of the existing and proposed construction, including parking and access, exterior lighting, landscaping, and signs involved in the application.
<input checked="" type="checkbox"/>	If the Hamilton County Auditor's official records do not list the applicant or owner as the owner of the property, please provide a lease, contract to purchase, or other agreement demonstrating the applicant or owner's legal basis to seek the relief requested.
<input checked="" type="checkbox"/>	Other documents or information you intend to introduce at the hearing on this application.
<input type="checkbox"/>	A list of witnesses and expert witnesses who you expect to testify at the hearing on this application.
<input checked="" type="checkbox"/>	A non-refundable application fee. The fee must be paid with a check made payable to "City of Cincinnati." Fees are as follows: Use Variances - \$700; Residential Projects (RCO) One -, Two -, and Three- Family Dwelling - \$300; Non-residential Projects (Non-RCO) - \$400.

To help avoid delays, it is strongly suggested that you present your application to neighboring property owners and any interested neighborhood community groups prior to the hearing on your application. This will give you a prior opportunity to address your neighbors' concerns or objections and can facilitate the approval of your application.

12/22/2017

Beth Johnson  
City of Cincinnati  
805 Central Avenue, Suite 500  
Cincinnati, OH 45202

**Re: Zoning Relief Summary  
2014 Elm St  
MSA # 17155.00**

Dear Beth:

We have received your adjudication letter (11/20/2017), stating the above we are required to obtain Zoning Variances and a Certificate of Appropriateness from the Historic Conservation Board as it is within a Historic Conservation Overlay Zone. The following is our written statement/response and our request for the zoning relief/variances required for the project.

1. 1419-2(c) – Limited or Full Service Restaurants and Drinking Establishments – Maximum Size. Within 500 feet of a residential district boundary, the outdoor area may no exceed 50% of the indoor area accessible to the public. A Conditional Use for the rear patio and roof deck is required.

***There are currently two proposed outdoor areas, one at the rear of the building covering 1,996SF (Gross) and one on the roof covering 1,565 SF (Gross) for a total of 3,561 SF. The total area accessible to the public on the interior of the building is approximately 5,500 SF. Of the 3,561 SF for the outside areas, approximately 50% of the space is dedicated to circulation and the desire to create an open, comfortable environment to allow for ample circulation as well as apace for fire pits, oversized seating arrangements, plantings, and the stairways. The intent is not for these outside areas to be loud, packed spaces but for them to be open, cozy lounge spaces.***

***These proposed outside areas do not impact the historical characteristics of the existing building and are additive. Both areas are located at the rear of the building away from the residential district and are even somewhat isolated (customers won't know they exist until after entering the building). Site lines to both are limited and both areas will be screened from neighboring property owners.***

***These outside areas are critical to the success of the proposed project. The size and design have been given careful consideration as related to the overall business plan. The owners have 3 other locations in Columbus, Ohio, with each one having different sizes of outdoor areas. They have a proven, specific approach to these outdoor areas. Outdoor areas are incredibly popular during the warmer months and become destinations. Other***

CINCINNATI  
316 West Fourth Street  
Floor 6  
Cincinnati, Ohio 45202  
T 513.241.5666  
F 513.241.0978

**Toll Free 855.241.5666**

COLUMBUS  
14 East Gay Street  
Suite 300  
Columbus, Ohio 43215  
T 614.300.3357  
F 866.545.8073

**[www.msaarch.com](http://www.msaarch.com)**

***establishments in the area also have large outdoor areas as well. The size of the deck is directly related to the capacity required to impact the financial success of the establishment. The owner's business plan is attached for your review and demonstrates how critical the outdoor areas are to the success of the business.***

***Given there will be minimal impact on neighboring properties, we ask a Conditional Use be granted for these outdoor spaces.***

2. 1419-2(e) – Limited of Full Service Restaurants and Drinking Establishments – Entertainment. Within 500 Feet of a residential district boundary, entertainment, including the use of audio/visual equipment or amplified sound requires a Conditional Use.

***As outlined above, there are two outside areas, a rooftop deck and a patio at grade level. Both are generally located at the rear of the building away from the street and away from the residential district boundary. The intent is not for these spaces to be loud. The proposed project is located in a fairly active area and even though bordered by a residential district, is more surrounded and adjacent to commercial business as well as restaurants (Rhinegeist, Findlay). The outdoor areas are set back approximately 30' from the side walk. One is elevated approximately 25' (rooftop deck) and at the rear of the building while the other is at the same elevation as the interior space and also at the rear of the building. Both will be screened.***

***The primary source of amplified sound will be from background music and televisions of which ownership will be able to control output levels if complaints arise. The maximum anticipated decibel level will not exceed 40. The sound will primarily come from televisions and low level background music with all speakers directed inward towards the outdoor areas insuring the sound is not projected outward. There will be no live bands or performances of any type.***

***Given the location of the proposed outdoor areas at the rear of the building we do not believe amplified sound will become an issue with the neighboring residential district and request a Conditional Use be issued.***

3. 1425-21 – Off Street Parking and Loading Requirements. A Restaurant Use requires 1 spot per 150 Feet. Our calculations indicate 71 spots for the restaurant/bar use need to be provided. This includes 4122SF for the patio and deck, 5005SF for the interior, and 1524 for the basement kitchen prep. An additional 1 spot needs to be provided for the office use. A total of 72 spots have to be provided. No off-street parking is provided in the submission.

***The patio/deck total area is actually 3565 and when combined with the interior and basement equates to a total SF of 10,094 and, therefore, 67 spaces plus 1 for the office would require a total of 68 spaces. The outdoor areas (3565 SF) only contributes 24 spaces to the total of 68 required.***

***Per the Cincinnati Zoning Code for an Urban Mix District, the general purpose of these districts are to:***

- ***Provide a balance of uses and amenities fostering a vital economic, livable and cultural area and enhance its urban, aesthetic qualities.***
- ***Protect and enhance historic, cultural, economic and architectural resources.***
- ***Preserve, create and enhance pedestrian-oriented streets to encourage retail, entertainment, residential and office vitality and improve the quality of life for district residents, visitors and workers.***
- ***Provide quality public spaces, such as urban street corridors, by maintaining the physical continuity of the street edge created by buildings.***
- ***Bring most daily activities within walking distance, giving the elderly, young and disabled increased independence of movement.***
- ***Reduce the number of automobile trips; minimize congestion, consumption of resources and air and noise pollution.***

***We believe the proposed use would enhance the neighborhood and add to the continued re-development of OTR. Given the building is land-locked, there is no on-site space to allow for off-street parking to occur. However, the project is located within two blocks for public parking and Findlay Market and less than a block from a streetcar stop. In addition (as with other areas of OTR), as new development spreads additional public parking will follow.***

***Per the Cincinnati Zoning Code, The Zoning Administrator may grant a reduction in the number of spaces to less than that specified in Schedule 1425-19-A for the following:***

- ***Proximity to Public Parking Facilities . In the O, C, UM, and M Districts, where a use is located within 600 feet of a public parking facility, either publicly or privately owned and operated and the facility could provide 50 percent or more of the parking spaces required for the use, the director may approve a 50 percent reduction in the parking requirements for the use. If the reduced requirement results in fewer than five spaces being required, no spaces need be provided.***
- ***Proximity to Streetcar . In SF, RM, RF-R, and UM Districts, where a residential use is located within 600 feet of a streetcar stop, the Zoning Administrator may grant a fifty percent reduction in the number of required parking spaces. If the effect of the 50% reduction means that fewer than three spaces are required, then no spaces need be provided.***

***We believe nearly all customers coming to the proposed establishment will arrive be via pedestrian, streetcar/public transportation or paid transportation (Uber/Taxi). The need for off-street parking will be minimal, if at all. In addition, there is not a high demand for the existing on street parking.***

*Understanding the public parking lots at Findlay are slightly further (approx. 50' further) than the 600' limitation noted above and the streetcar reduction only applies to residential uses, we simply ask that these two facts be taken into account when considering a parking variance. Given the 68 space requirement, we are requesting at least one 50% reduction be applied and therefore resulting in a 34 space requirement.*

*The owner is in the process of securing parking with adjacent property owners through lease agreements. We anticipate we should be able to secure a minimum of 15 spaces. Which then results in a shortage of 19 spaces.*

*Given the required number of parking spaces will not infringe or detract from the needs of the adjacent property owners and uses and there is ample public parking within blocks of the proposed establishment, we ask for a variance for the remaining required 19 spaces.*

Sincerely,

A handwritten signature in black ink that reads "Keith B. Hall". The signature is written in a cursive, slightly slanted style.

Keith B. Hall, AIA NCARB  
Principal

# MIKEY'S PIZZA/ODDFELLOW'S

O.T.R.

2014 ELM ST.  
CINCINNATI, OH 45205

## OWNER:

### **CER ELM INVESTMENTS**

5840 NORTH FOURTH STREET  
COLUMBUS, OH 43215

## ARCHITECT:

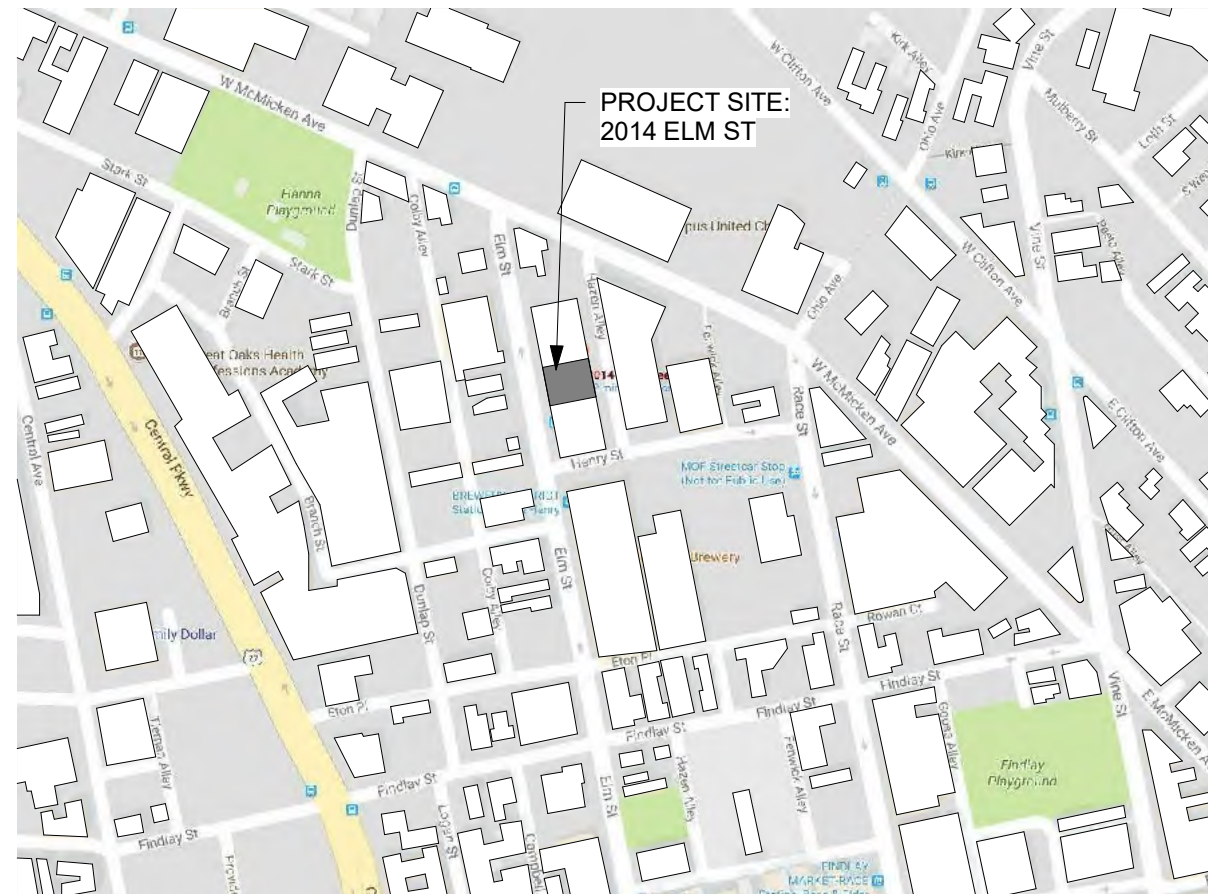
### **MSA ARCHITECTS**

316 W. FOURTH STREET  
6TH FLOOR  
CINCINNATI, OH 45202

## **SHEET INDEX**

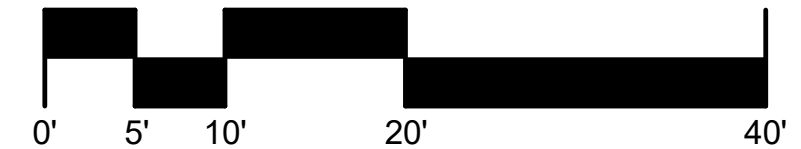
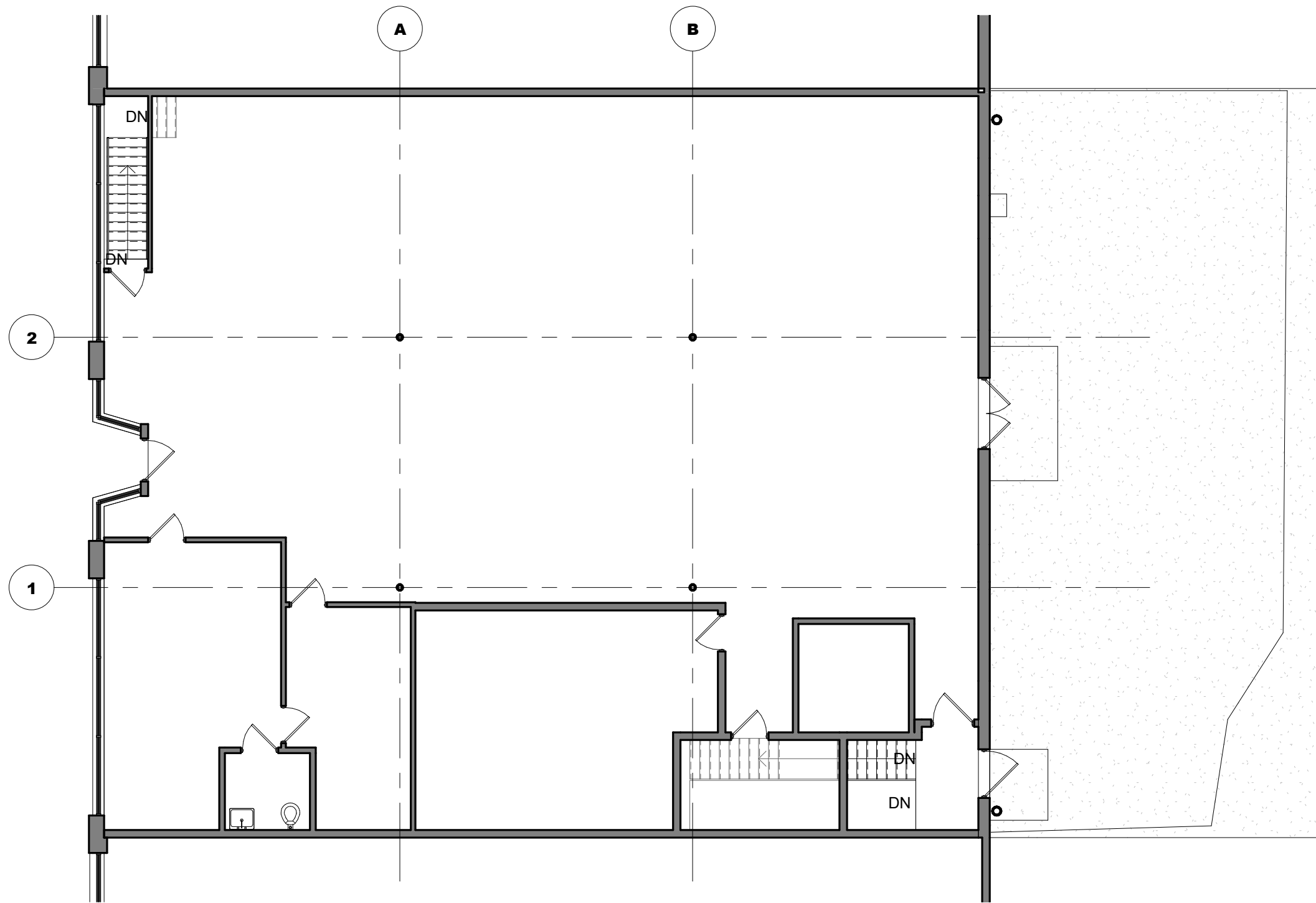
HC1.0	EXISTING SITE PLAN
HC1.1	PROPOSED SITE PLAN
HC2.0	EXISTING FIRST FLOOR PLAN
HC2.1	PROPOSED FIRST FLOOR PLAN
HC2.2	EXISTING ROOF PLAN
HC2.3	PROPOSED ROOF PLAN
HC3.0	EXISTING ELEVATIONS
HC3.1	PROPOSED ELEVATIONS
HC4.0	SITELINE SECTION
HC5.0	BUILDING IMAGES
HC5.1	SITE IMAGES

## **CONTEXT MAP**





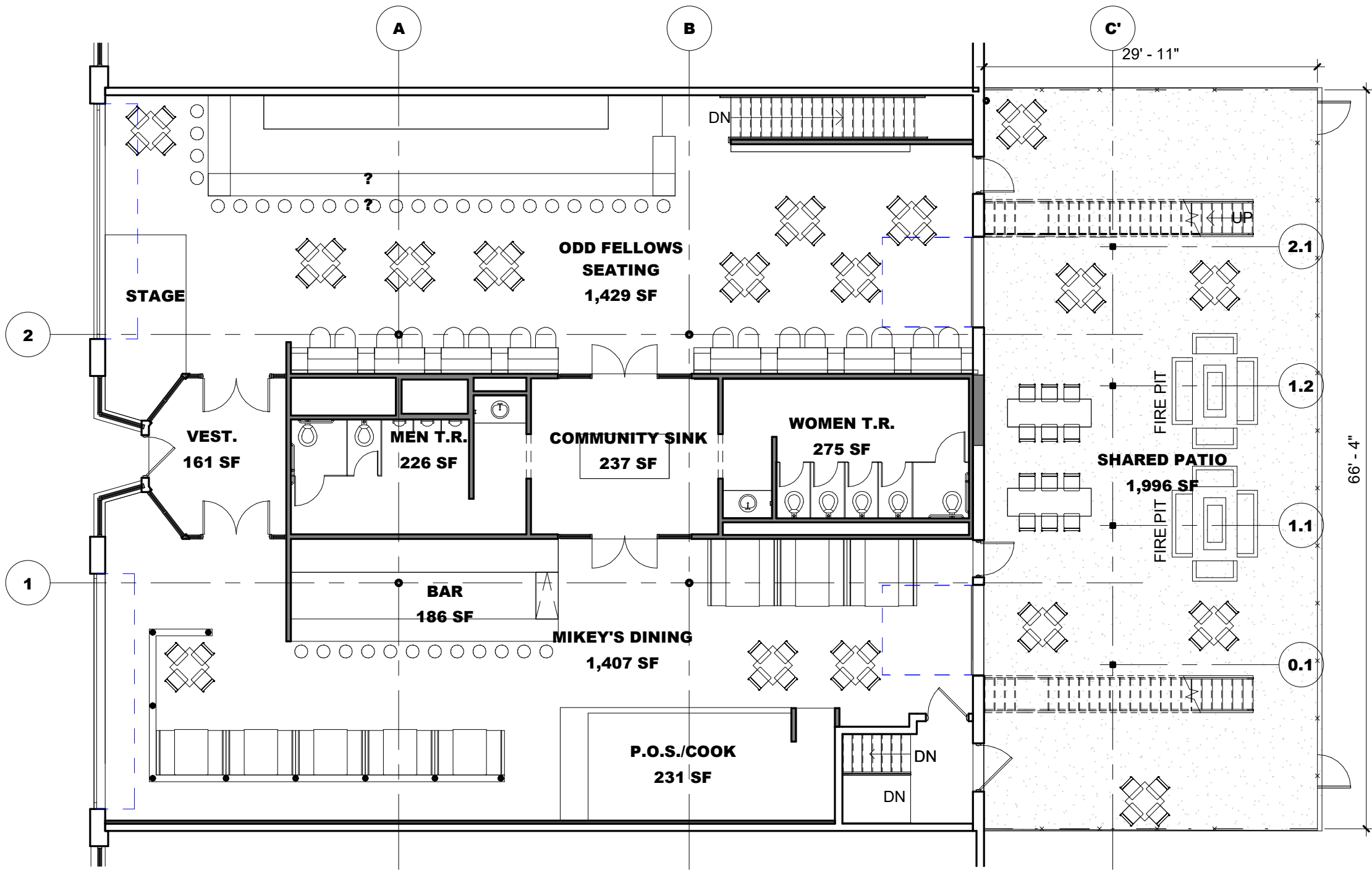




# EXISTING FIRST FLOOR PLAN

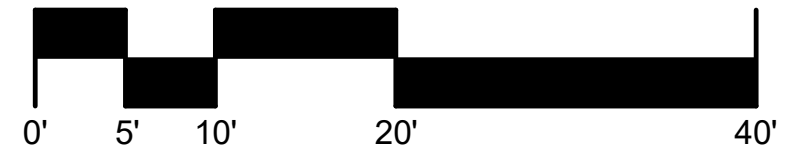
3/32" = 1'-0"

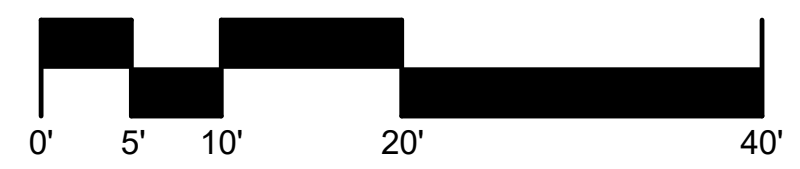
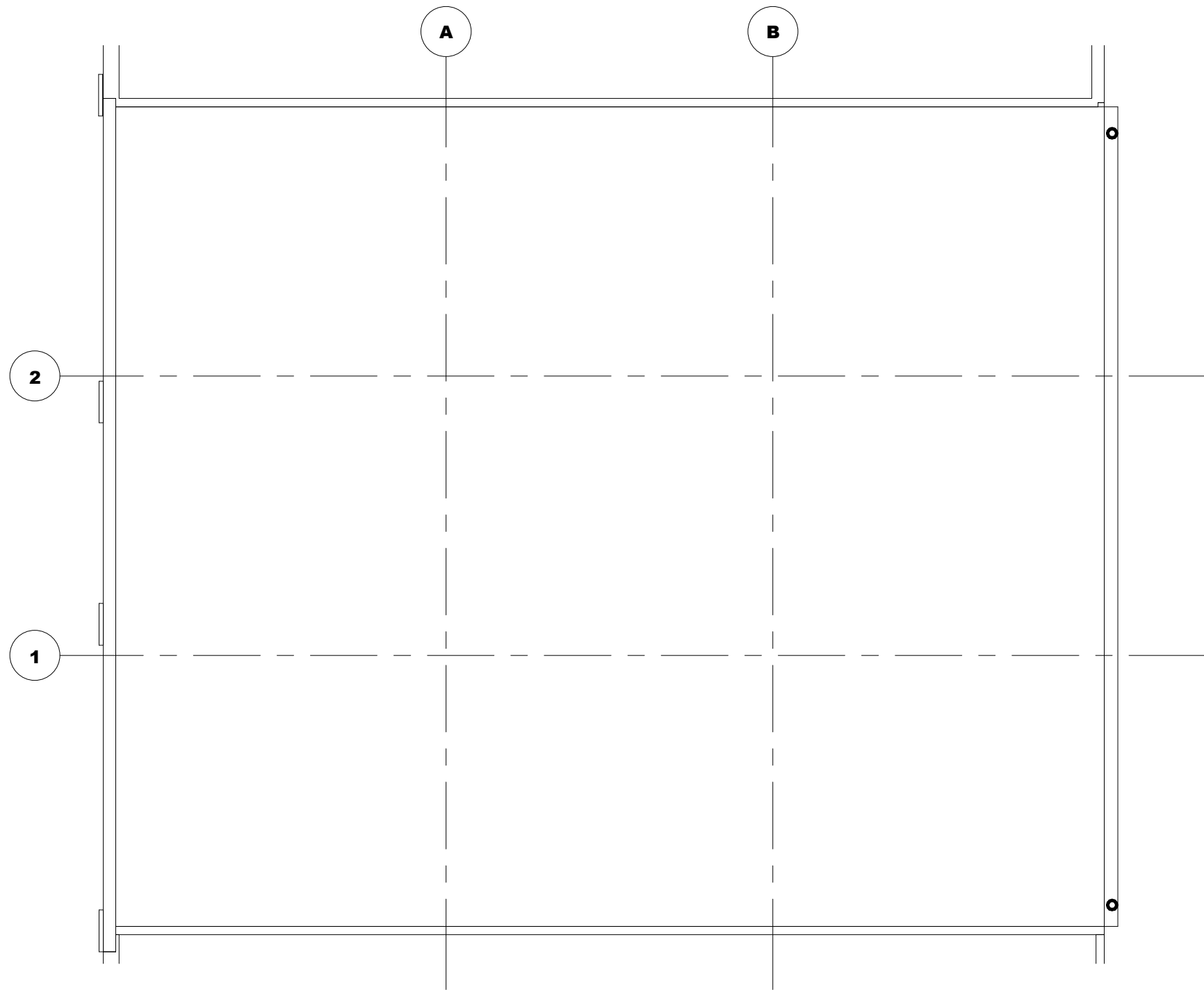




# PROPOSED FIRST FLOOR PLAN

3/32" = 1'-0"

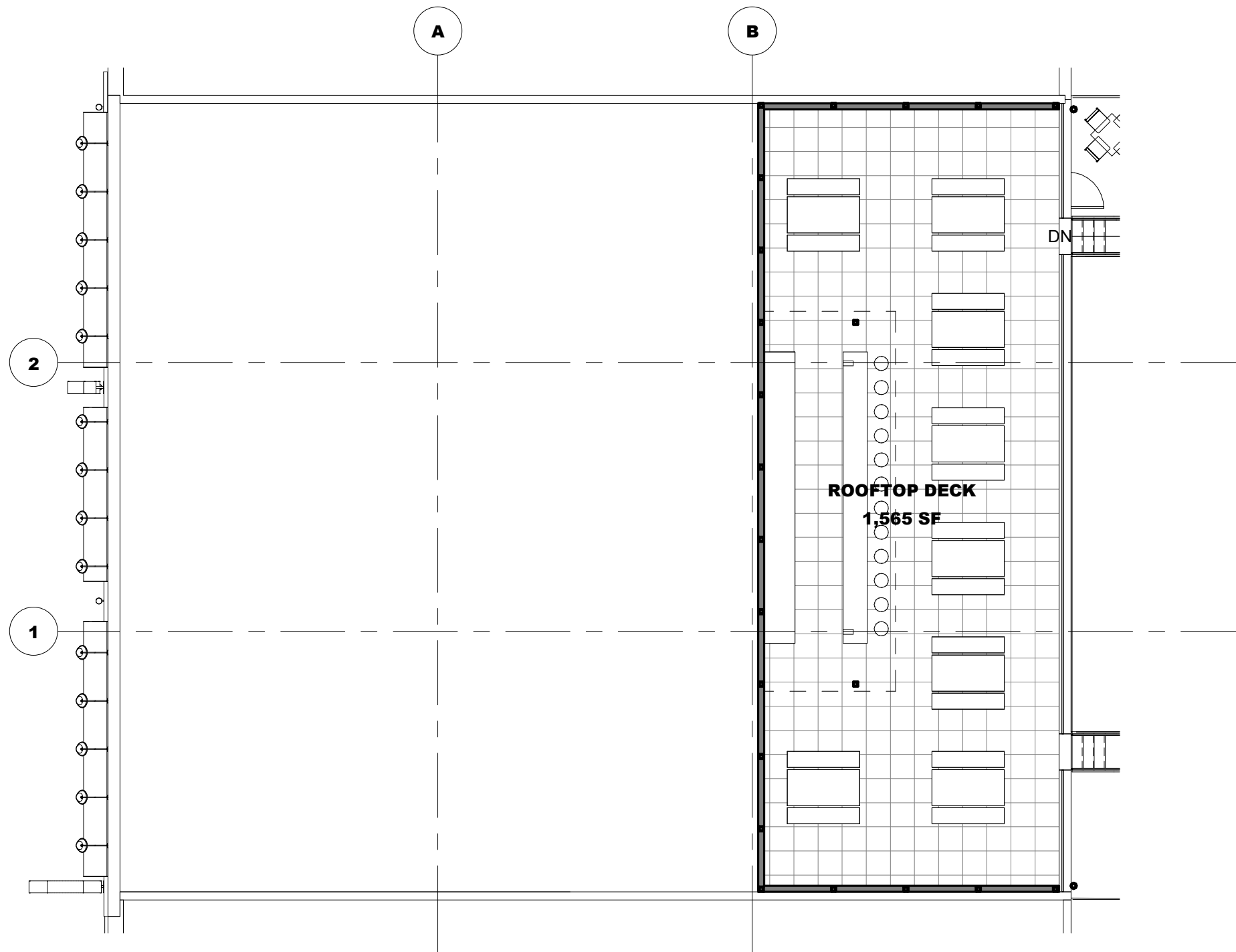




**EXISTING ROOF PLAN**

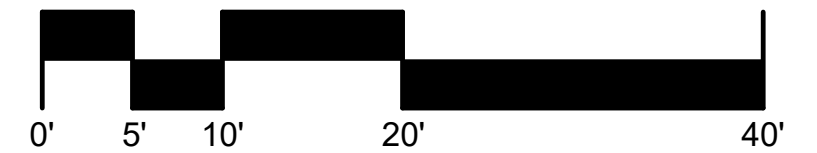
3/32" = 1'-0"

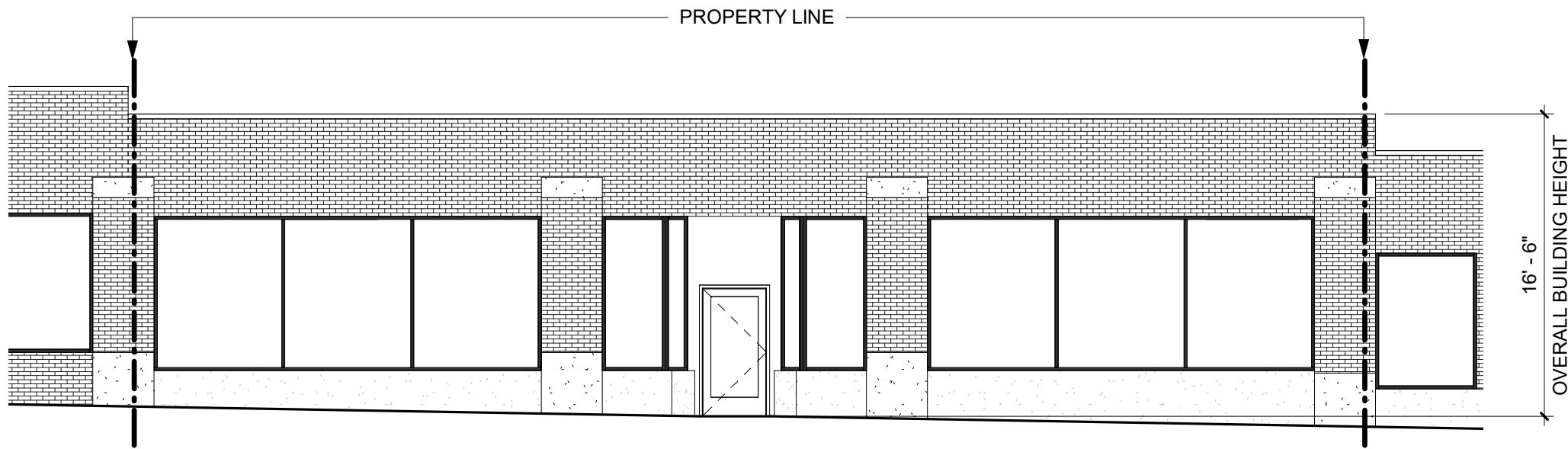




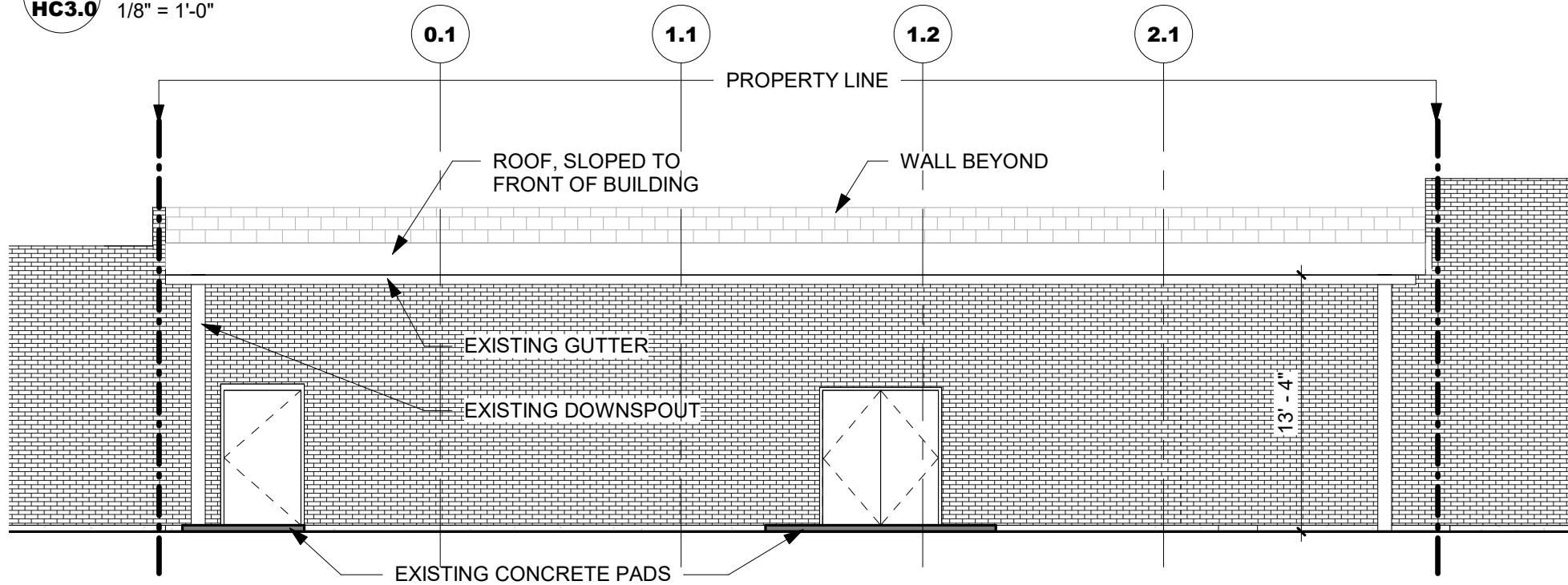
# PROPOSED ROOF PLAN

3/32" = 1'-0"

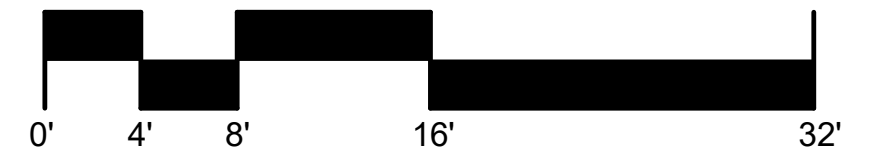




**1** **EXISTING FRONT ELEVATION - W**  
 HC3.0 1/8" = 1'-0"

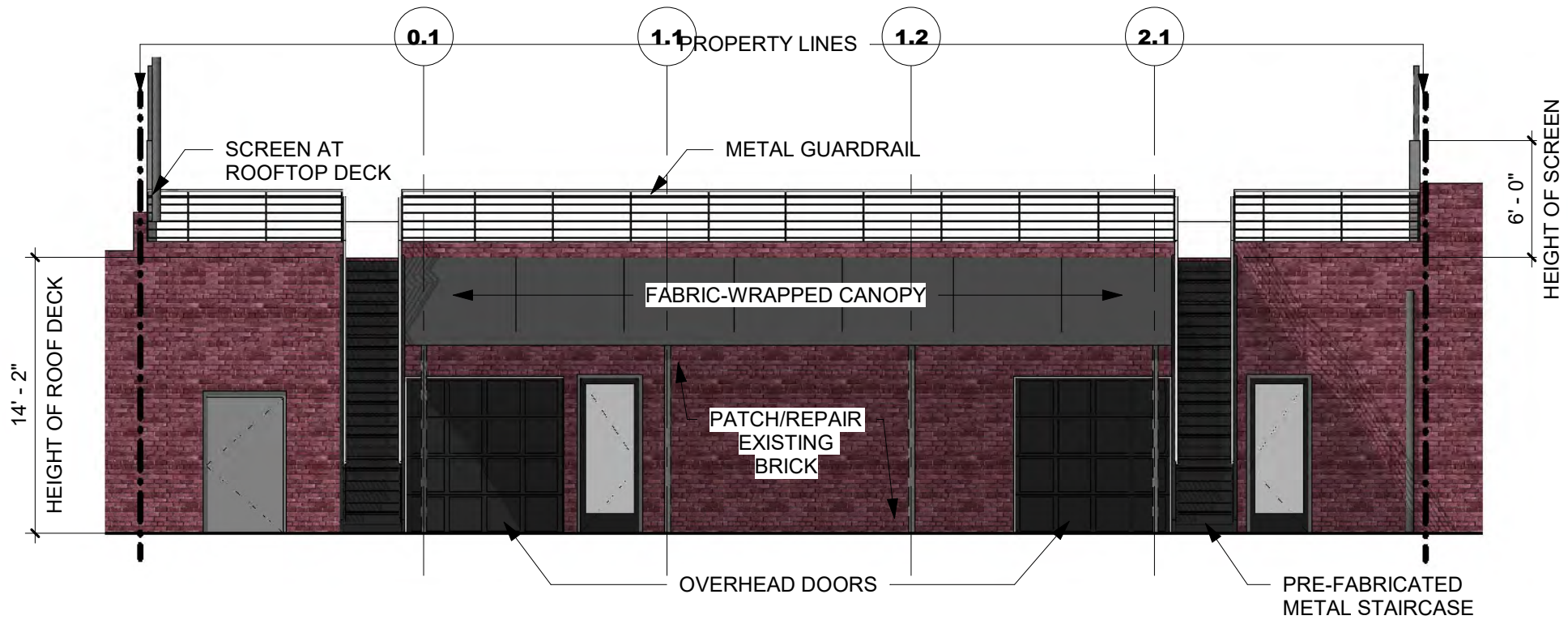


**2** **EXISTING REAR ELEVATION - E**  
 HC3.0 1/8" = 1'-0"

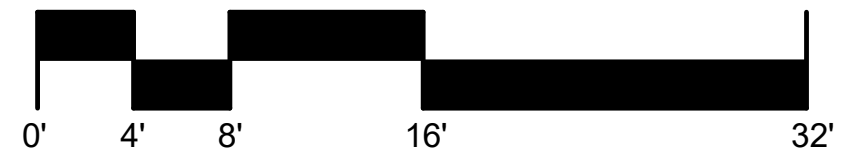


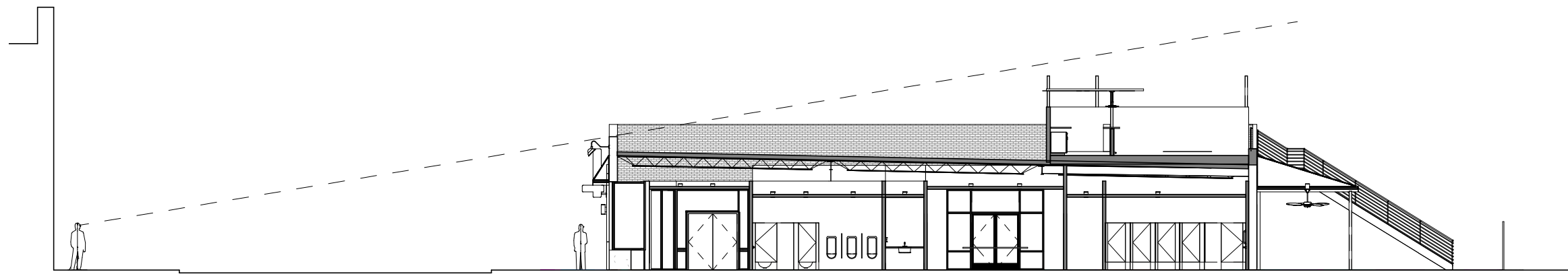


**1** **PROPOSED FRONT ELEVATION - W**  
 HC3.1 1/8" = 1'-0"



**2** **PROPOSED REAR ELEVATION - E**  
 HC3.1 1/8" = 1'-0"





## SITELINE SECTION

1/16" = 1'-0"





**1. FRONT VIEW - NW**



**2. FRONT VIEW - SW**



**3. REAR VIEW - SE**



**4. REAR VIEW - NE**



**1. STREETScape - NW**



**2. STREETScape - SW**