

**MACEDONIA PLANNING COMMISSION
MEETING AGENDA
DECEMBER 20, 2021**

Location: Macedonia City Hall
Council Chambers
9691 Valley View road
Macedonia, Ohio 44056

Time: 5:30 P.M.

Call to Order

Roll Call:

- Mr. Westbrooks
- Mr. Schiavone
- Mr. Cox
- Mr. Wallenhorst
- Mr. Roberts

Approval of the November 15, 2021 meeting minutes

Agenda Items:

- 1) Ms. James with Archer Corporation is proposing signage for the new I-Hop located at 613 E. Aurora Rd.

Michele James
Archer Corporation
1917 Henry Ave SW
Canton, Oh 44706
service@archersign.com
330-455-9995

- 2) Mr. Hengst with HSB Architects is proposing the addition of 20 parking spaces to the Peak Nano parking lot located at 8190 Roll & Hold Parkway.

Kevin Hengst
HSB Architects
1250 Old River Rd.
Cleveland, Oh 44113
khengst@hsbarch.com
216-586-0229

- 3) Mr. Wasserman with Cupkovic Architecture is proposing a change to the façade as well as a division of the current property, traffic pattern and additional landscaping at Gateway Plaza located on Aurora Rd.

Craig Wasserman
Cupkovic Architecture LLC
6060 Rockside Woods Blvd. N
Independence, Oh 44131
cwasserman@cuparc.com
216-524-8400

- 4) Mr. Johnson with MDM services is proposing The Wave Car Wash located at 307 Highland Rd.

Robert E. Johnson
Magnolia Wash Holdings
MDM Services
5821 Fairview Rd. Ste 400
Charlotte, NC 28209
Conrad@mdmservices.com
bob@mdmservices.com
863-646-9130

Miscellaneous:

Adjournment

Tabled Items:

1/13/2020 Proposed Development project at 8312 Valley View Rd. (Valley Reserve Development)

**The next regularly scheduled meeting is set for January 10, 2022.
All requests & documentation for the Planning Commission must be submitted by December 17, 2021.
Tabled items will be removed after one (1) year of inactivity.**



City of Macedonia

The Crossroads of Northeast Ohio

9691 Valley View Road • Macedonia, Ohio 44056
(330) 468-8360 • FAX (330) 468-8396

Building/Engineering/Zoning/Planning Department

APPLICATION FOR HEARING BEFORE THE MACEDONIA PLANNING COMMISSION

All Plans for Submittal Must be **FOLDED**.
No Rolled Plans will be Accepted.

Address of Property Involved: 307 Highland Rd., Macedonia Oh 44056

Nature of Request: Site & Civil Plan Approval - Commercial Project

Applicant Name: Magnolia Wash Holdings Phone: (863) 646-9130

Applicant Address: 5821 Fairview Rd., Ste 400, Charlotte, NC 28209

Applicant Email Address: Conrad@mdmservices.com & Bob@mdmservices.com

Applicant Signature: _____ Date: 11/18/2021

Notes: Proposed commercial project consisting of the the ground up construction of an automated tunnel
carwash on an vacant lot. Site/Civil work to include employee and ADA parking, Vacuum postitions,
Payment kiosk with canopy, curbing and landscaping

Meeting Date: 12/20/2021

Filing Fee: _____

Deadline for submitting applications is **21 DAYS** prior to the meeting date. When applying for a hearing, please furnish **THIRTEEN** sets of sketches, maps, drawings, descriptions, or photographs of the property in question. **THIRTEEN** copies of the site plans are required. **PLANS MUST BE FOLDED, NOT ROLLED.** No rolled plans will be accepted. If new construction is involved, the landscape and signage plan should be prepared. This application is for the purpose of scheduling and planning the time of the Macedonia Planning Commission. It is the Commissioner's desire to serve each applicant with a minimum of delay.

PLEASE NOTE: Permit fees are not included in the filing fee, additional fees may be required.

The Macedonia Planning Commission meets on the 3rd Monday of each month.

Make checks payable to:
City of Macedonia

Please submit plans to:
Macedonia Building Department
9691 Valley View Road
Macedonia, Ohio 44056

CIVIL PLANS

- CV-S
- SURVEY
- D-1.0
- C-1.0
- C-1.1
- LS1
- SG-SP-1
- SG-SP-2
- SG-DTL

- COVER SHEET
- SURVEY OF SITE - SHEET 1
- SITE DEMOLITION PLAN
- SITE PLAN
- OVERLAY SITE PLAN
- LANDSCAPE PLAN
- SITE SIGNAGE PLAN
- SITE SIGNAGE ELEVATIONS
- SITE SIGNAGE ELEVATIONS

BUILDING

- CW-A1.0
- CW-A2.1

- FLOOR PLAN EQUIPMENT LAYOUT
- PROPOSED EXTERIOR ELEVATIONS

PROJECT DESCRIPTION

PLANNING & ZONING

NEW CONSTRUCTION OF 100'-0" X 35'-0" CARWASH 3,500 SQ.FT.

WAVE WASH

ADDRESS: 309 EAST HIGHLAND, ROAD MACEDONIA, OHIO

DEVELOPMENT CONTACTS

**CITY OF MACEDONIA
BUILDING DEPARTMENT**
HALL, CHRIS (ZONING INSPECTOR)
9691 Valley View Road
Macedonia, OH 44056
330-468-8367

**CITY OF MACEDONIA
BUILDING AND ZONING
RECEPTION**
9691 Valley View Road
Macedonia, OH 44056
330-468-8360

**CITY OF MACEDONIA
CITY COUNCIL
RECEPTION**
9691 Valley View Road
Macedonia, OH 44056
330-468-8340

CITY MAYOR
MOLNAR, NICHOLAS
9691 Valley View Road
Macedonia, OH 44056
330-468-8322

**SANITARY SEWER SERVICES
RECEPTION**
9691 Valley View Road
Macedonia, OH 44056
330-643-2485

**SERVICES DEPARTMENT
KARAS, LEON (SERVICE DIRECTOR)**
9691 Valley View Road
Macedonia, OH 44056
330-468-8330

**BUILDING DEPARTMENT
RODIC, BOB (BUILDING COMMISSIONER)**
330-468-8362
9691 Valley View Road
Macedonia, OH 44056

CITY ENGINEER
GIGLIOTTI, JOE, PE
9691 Valley View Road
Macedonia, OH 44056
440-439-1999

FIRE
9691 Valley View Road
Macedonia, OH 44056
330-468-8339

POLICE
9691 Valley View Road
Macedonia, OH 44056
330-468-1234

**BUILDING AND ZONING DEPARTMENT
CITY OF MACEDONIA**
330-468-8360
9691 Valley View Road
Macedonia, OH 44056

ELECTRIC PROVIDER:
OHIO EDISON
RECEPTION
800-633-4766

WATER PROVIDER:
CITY OF CLEVELAND
RECEPTION
216-348-7277

NATURAL GAS PROVIDER:
EAST OHIO GAS/DOMINION ENERGY
RECEPTION
800-362-7557

OWNER



MAGNOLIA WASH HOLDINGS

114 TRELINGWOOD DRIVE,
MORRISVILLE, NC 27560
Phone: 919-760-7577

ENGINEER



1055 KATHLEEN ROAD
LAKELAND, FLORIDA 33809

CONTACT: PROJECT MANAGER –SANDIE OWENS
Phone: (863) 646-9130 EXT/ 107 (OFFICE)
(863) 559-3800 (MOBILE)

ENGINEER OF RECORD:

MICHAEL ROBINSON
OHIO P.E. REG # 66740

"THESE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY US UNDER OUR SUPERVISION AND TO THE BEST OF OUR KNOWLEDGE COMPLY WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS."

GENERAL PROJECT NOTES

- A. All construction shall comply with applicable building codes and local restrictions. Contractors must comply with contractor registration requirements of all governing authorities.
- B. Approved plans shall be kept in a plan box and shall not be used by workmen. All construction sets shall reflect same information. Contractor shall maintain one complete set of plans on the premises in good condition at all times. This shall include all addenda.
- C. The contractor shall field verify all conditions and dimensions prior to starting any work and shall be responsible for all work and materials including those furnished by subcontractors and owner.
- D. Discrepancies between portions of the contract documents, drawings and specifications are not intended. The contractor is to clarify any such discrepancies with the owner prior to commencing work.
- E. Stated dimensions take precedence over graphics, do not scale drawings to determine locations. The owner shall be notified of any such discrepancies prior to continuing with work.
- F. Contact owner for instructions prior to the continuation of work should any unusual conditions become apparent during grading or foundation construction. Existing elevations and locations to be jointed shall be verified by the contractor prior to construction. If they differ from those shown on the drawings, the contractor shall notify the owner so that modifications can be made before proceeding with the work.
- G. It shall be the responsibility of the contractor to locate all existing utilities whether shown herein or not and to protect them from damage. The contractor shall bear the expense of repair or replacement of utilities or other property damaged by operations in conjunction with the execution of the work after so located.
- H. For construction details not shown, use the manufacturer's approved shop drawings / data sheets in accordance with the project specifications.
- I. Fire extinguishers to be installed at heights designated by owner and in compliance with local fire code. Final fire extinguisher locations shall be approved by fire marshal.
- J. G.C to get application for "knock/access box" from the fire marshals office. Box is to be installed prior to final inspection.

VERSION:

DATES

-
-
-
-
-
-

STORE NUMBER
0000
MDM PROJECT NUMBER
21148

CV-S

CODE INFORMATION

1. APPLICABLE CODES:

BUILDING: 2017 OHIO BUILDING CODE - BUILDING
PLUMBING: 2017 OHIO BUILDING CODE - PLUMBING
MECHANICAL: 2017 OHIO BUILDING CODE - MECHANICAL
ELECTRICAL: 2017 OHIO BUILDING CODE - CHAPTER 27 & NFPA 70
ENERGY: 2017 OHIO ENERGY CODE - EFFICIENCY PROVISIONS OF THE OHIO CODE
ACCESSIBILITY: 2017 OHIO BUILDING CODE - CHAPTER 11 ACCESSIBILITY & ICC A117.1
FIRE: 2017 OHIO FIRE CODE

2. BUILDING DESIGN CRITERIA:

CONSTRUCTION TYPE: VB, UNPROTECTED
USE GROUP: B - BUSINESS
ALLOWABLE AREA: 9,000 SQ. FT. ACTUAL: 3,500 SF
ALLOWABLE HEIGHT: 1 STORIES (40 FT.) ACTUAL: 26'-0"
WIND: ASCE 7-10, 115 MPH (Vult), 89 MPH (Vasd)
EXPOSURE: C, IMP. FACT. 1.0
SOILS: DESIGN BEARING CAPACITY (OBC 2017 - 1802)

ALLOWABLE BEARING CAPACITY (OBC 2017 - 1803)
BY A WAY OF RECOGNIZED TESTS
COMPONENT & CLADDING PRESSURE: +/- 0.18
ROOF DESIGN LIVE LOAD: 30 PSF

3. BUILDING AREA:

CARWASH BAY: 1,862 SQ. FT.
UTILITY AREA(S): 1,175 SQ. FT.
TOTAL (NET AREA): 3,037 SQ. FT.

GROSS AREA: 3,500 SQ. FT.

5. PLUMBING FIXTURES:

OCCUPANT LOAD FOR PLUMBING
REQUIRED: N/A

4. OCCUPANCY / EGRESS:

SEE SHEET CW-A0.0

EXITS REQUIRED: 1-500 2
EXITS PROVIDED: 3

LEGAL DESCRIPTION

(OFFICIAL RECORDS BOOK 18033, PAGE 783)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SUMMIT, STATE OF OHIO, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:
SITUATED IN THE CITY OF MACEDONIA, COUNTY OF SUMMIT AND STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL NORTHFIELD TOWNSHIP LOT NO. 27 AND BEING PART OF SUBLOTS NOS. 10, 11 AND 12 OF THE LEONARD AND WALLACE UNRECORDED SUBDIVISION AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A ONE INCH IRON PIN MONUMENT FOUND AT THE INTERSECTION OF THE CENTERLINES OF SOUTH BEDFORD ROAD (C.H. 113) (60 FEET WIDE) AND EAST HIGHLAND ROAD (C.H. 111) (WIDTH VARIES);u

THENCE NORTH 89°33'34" WEST, ALONG THE CENTERLINE OF SAID EAST HIGHLAND ROAD TO THE SOUTHWESTERLY CORNER OF A PARCEL OF LAND NOW OR FORMERLY OWNED BY MACEDONIA HOSPITALITY LLC, PERMANENT PARCEL NO. 3303808, DOCUMENT NO. 56350405 OF THE SUMMIT COUNTY RECORDS, A DISTANCE OF 1371.21 FEET;

THENCE NORTH 01°34'29" WEST, ALONG A WESTERLY LINE OF SAID MACEDONIA HOSPITALITY LLC LANDS, 150.56 FEET TO AN IRON PIN SET AT AN ANGLE POINT THEREIN;

THENCE SOUTH 89°32'06" EAST, ALONG A SOUTHERLY LINE OF SAID MACEDONIA HOSPITALITY LLC LANDS, 20.01 FEET TO AN IRON PIN SET AT AN ANGLE POINT THEREIN;

THENCE NORTH 01°34'29" WEST, ALONG A WESTERLY LINE OF SAID MACEDONIA HOSPITALITY LLC LANDS, 76.62 FEET TO AN IRON PIN SET A NEW DIVISION LINE AND THE PRINCIPLE PLACE OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 89°33'34" WEST, ALONG A NEW DIVISION LINE, A DISTANCE OF 249.36 FEET TO AN IRON PIN SET ON THE EASTERLY LINE OF NORTHFIELD ROAD (S.R. 8) (WIDTH VARIES);

THENCE NORTH 17°24'28" WEST, ALONG SAID EASTERLY LINE OF SAID NORTHFIELD ROAD, A DISTANCE OF 36.33 FEET TO AN IRON PIN SET AT AN ANGLE POINT THEREIN;

THENCE NORTH 23°07'07" WEST, CONTINUING ALONG AN EASTERLY LINE OF SAID NORTHFIELD ROAD, A DISTANCE OF 130.85 FEET TO AN IRON PIN SET AT A SOUTHWESTERLY CORNER OF SAID MACEDONIA HOSPITALITY LLC LANDS;

THENCE SOUTH 89°38'39" EAST, ALONG A SOUTHERLY LINE OF SAID MACEDONIA HOSPITALITY LLC LANDS, A DISTANCE OF 307.34 FEET TO AN IRON PIN SET AN ANGLE POINT THEREIN;

THENCE SOUTH 01°34'29" EAST, ALONG A WESTERLY LINE OF SAID MACEDONIA HOSPITALITY LLC LANDS, A DISTANCE OF 155.08 FEET TO THE PRINCIPLE PLACE OF BEGINNING AND CONTAINING 0.9836 ACRES OF LAND, MORE OR LESS. THE INTENT IS TO DESCRIBE A PARCEL SPLIT FROM PARCEL #3303809 AS RECORDED IN DOCUMENT NO. 56314958 OF THE SUMMIT COUNTY DEED RECORDS.

THE BASIS OF BEARINGS IS STATE PLANE OHIO NORTH COORDINATE SYSTEM NAD 83. THIS DESCRIPTION PREPARED IN NOVEMBER 2017 AND SURVEYED BY ATWELL, LLC UNDER THE SUPERVISION OF ALEX E. MARKS, PROFESSIONAL SURVEYOR #8616, IN SEPTEMBER 2015. ALL IRON PINS SET ARE 5/8 INCH DIAMETER REBAR, 30 INCHES LONG WITH A PLASTIC "ATWELL" CAP.

PPN: 33-13342

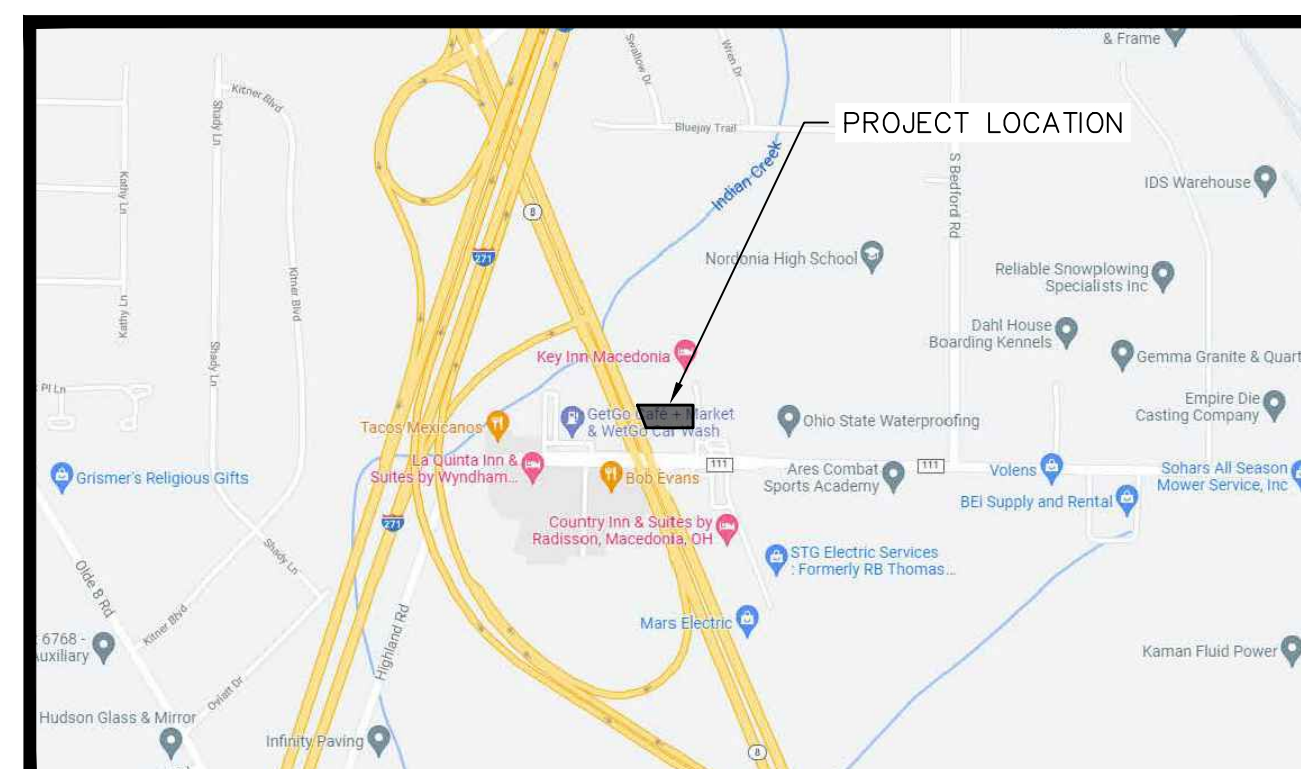
PARCEL 2:
INGRESS/EGRESS EASEMENT GRANTED TO MARATHON PETROLEUM COMPANY RECORDED MARCH 8, 1989 IN OR VOLUME 213, PAGE 541 IN SUMMIT COUNTY RECORDS.

PARCEL 3:
ACCESS EASEMENT AGREEMENT GRANTED TO RT8-HIGHLAND ASSOCIATES, L.L.C. RECORDED JULY 27, 2017 IN RECEPTION NO. 56314959 OF SUMMIT COUNTY RECORDS.

TOPOGRAPHIC SURVEY NOTES:

- PROJECT BENCHMARK USED IS DESIGNATED AS SUMMIT COUNTY ENGINEER'S MONUMENT GIS 33 BEING A DISK IN CONCRETE.
- ALL ELEVATIONS ARE ADJUSTED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
- VERTICAL RELIEF DATA WAS OBTAINED THROUGH A COMBINATION OF GROUND SURVEY AND AERIAL MAPPING TECHNIQUES.
- CONTOUR INTERVAL = 1 FT.

SITE VICINITY MAP



VICINITY MAP
SCALE: NTS



Know what's below.
Call before you dig.

C.W. BLDG. (35'-0" X 100'-0")

309 EAST HIGHLAND ROAD MACEDONIA, OHIO

WAVE WASH

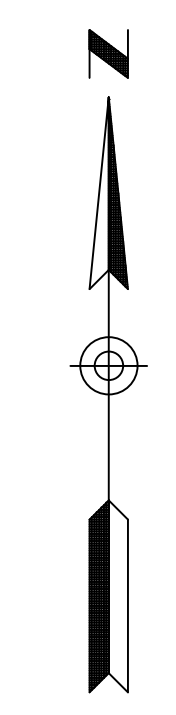
LEGEND

MONUMENTS	
●	5/8" CAPPED REBAR TO BE SET, (GBC DESIGN, INC.)
○	P.K. NAIL TO BE SET
○	IRON PIN FOUND (TYPE & SIZE AS INDICATED)
□	MONUMENT FOUND

ABBREVIATIONS	
EX.	EXISTING
FND.	FOUND
MEAS.	MEASURED
REC.	RECORD
STM.	STORM
SAN.	SANITARY
W.M.	WATER MAIN
F.W.	FIRE WATER
D.W.	DOMESTIC WATER
DOM.	DOMESTIC WATER
F.D.C.C.	FIRE DEPT. CONN.
ELEC.	ELECTRIC
O.H.W.	OVERHEAD WIRE
G.V.	GAS VALVE
W.V.	WATER VALVE
TELE.	TELEPHONE
CBL.	CABLE
BLDG.	BUILDING
F.F.	FINISHED FLOOR
CONC.	CONCRETE
ASPH.	ASPHALT
M.H.	MANHOLE
C.B.	CATCH BASIN
H.W.	HEADWALL
INVT.	INVERT
WIN.	WINDOW
R.D.	ROOF DRAIN
C.O.	CLEAN OUT
P.P.	PINCHED PIPE
CAP'D.	CAPPED
I.P.	IRON PIN
P/L	PROPERTY LINE
R/W	RIGHT OF WAY
C.L.	CENTER LINE
EASE.	EASEMENT
STA.	STATION
LT.	LEFT
RT.	RIGHT
SHT.	SHEET
No.	NUMBER
T/W	TOP OF WALL
B/W	BOTTOM OF WALL
T.B.D.	TO BE DETERMINED

SYMBOLS		LINETYPES	
▽	EXISTING FIRE HYDRANT	- - - - -	EXISTING CABLE LINE
⊕	EXISTING VALVE	- - - - -	EXISTING ELECTRIC LINE
⊕	EXISTING LIGHT POLE	- - - - -	EXISTING TELEPHONE LINE
⊕	EXISTING POWER POLE	- - - - -	EXISTING GAS LINE
⊕	EXISTING MANHOLE	- - - - -	EXISTING WATER MAIN
⊕	EXISTING CATCH BASIN	- - - - -	EXISTING WATER SERVICE
⊕	EXISTING CURB INLET	- - - - -	EXISTING SANITARY SEWER
⊕	EXISTING SIGN	- - - - -	EXISTING SANITARY LATERAL
⊕	UNDERGROUND UTILITY MARKER	- - - - -	EXISTING FORCE MAIN
⊕	SCHEDULE B-2 ITEM NO'S	- - - - -	EXISTING STORM SEWER
		- - - - -	EXISTING ROOF DRAIN
		- - - - -	EXISTING FENCE

SITUATED IN THE CITY OF
MACEDONIA, COUNTY OF SUMMIT AND
STATE OF OHIO AND KNOWN AS
BEING PART OF ORIGINAL
NORTHFIELD TOWNSHIP LOT 27



BASIS OF BEARING
GRID NORTH BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD-83, ESTABLISHED BY GNSS OBSERVATIONS USING THE ODOT VRS NETWORK.

PERTINENT DOCUMENTS:
- LOT SPLIT PLAT FOR CEDARWOOD DEVELOPMENT PREPARED BY ATWELL GROUP AND RECORDED AS DOCUMENT NO. 56374309 OF THE SUMMIT COUNTY RECORDS

TOPOGRAPHIC SURVEY NOTES:
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- ALL ELEVATIONS ARE ADJUSTED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
- VERTICAL RELIEF DATA WAS OBTAINED THROUGH A COMBINATION OF GROUND SURVEY AND AERIAL MAPPING TECHNIQUES
- CONTOUR INTERVAL = 1 FT.

LEGAL DESCRIPTION PER TITLE COMMITMENT

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PPN: 33-13342

PARCEL 2:
INGRESS/EGRESS EASEMENT GRANTED TO MARATHON PETROLEUM COMPANY RECORDED MARCH 8, 1989 IN OR VOLUME 213, PAGE 541 IN SUMMIT COUNTY RECORDS.

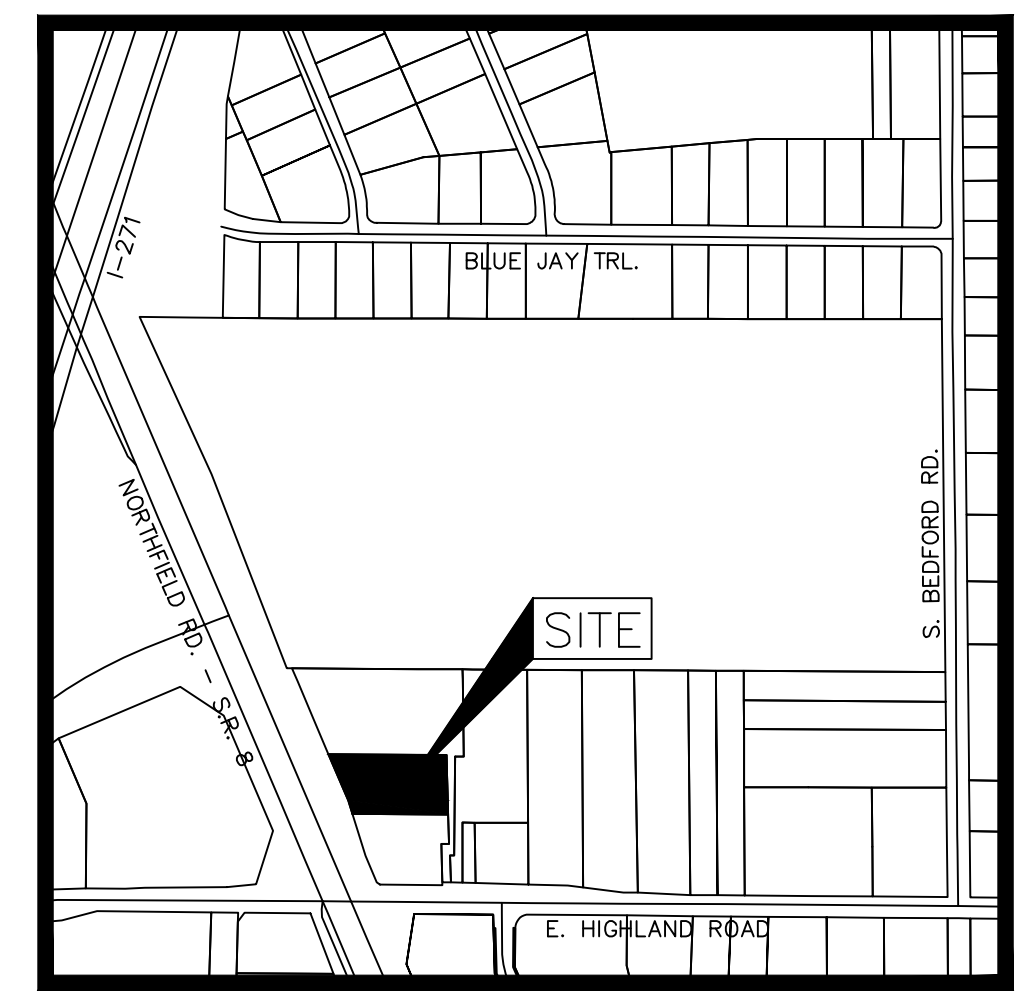
PARCEL 3:
ACCESS EASEMENT AGREEMENT GRANTED TO RTB-HIGHLAND ASSOCIATES, L.L.C. RECORDED JULY 27, 2017 IN RECEPTION NO. 56314959 OF SUMMIT COUNTY RECORDS.

EASEMENTS RESERVATIONS & RESTRICTIONS

- SCHEDULE B PART II ITEM NO'S 1 THROUGH 8 ARE NOT A MATTER OF SURVEY
- SUBJECT TO PROPERTY RESTRICTIONS JOHN-MAHI, INC., TRUSTEE, AND MOTEL 6 OPERATING L.P. AS FILED FOR RECORD IN OR VOLUME 213, PAGE 528 ON MARCH 8, 1989 OF SUMMIT COUNTY RECORDS - NOT SHOWN (BLANKET) - APPLIES TO SUBJECT PARCEL* - SCHEDULE B PART II ITEM NO. 9
- SUBJECT TO THE TERMS AND CONDITIONS OF THE ACCESS EASEMENT AGREEMENT BETWEEN MOTEL 6 OPERATING L.P. AND JOHN-MAHI, INC. AND MARATHON PETROLEUM COMPANY, DISCLOSED BY INSTRUMENT RECORDED MARCH 8, 1989 IN OR VOLUME 213, PAGE 541 IN SUMMIT COUNTY RECORDS - SHOWN - BENEFITS SUBJECT PARCEL* - SCHEDULE B PART II ITEM NO. 10
- EASEMENT GRANTED BY JOHN MAHI, INC., TRUSTEE, TO OHIO EDISON COMPANY DISCLOSED BY INSTRUMENT RECORDED OCTOBER 29, 1989 IN OR VOLUME 351, PAGE 92 IN SUMMIT COUNTY RECORDS - CENTERLINE OF EASEMENT SHOWN (ACCESS RIGHTS AND RIGHT TO EXTEND LINES BY AGREEMENT ARE BLANKET) - APPLIES TO SUBJECT PARCEL* - SCHEDULE B PART II ITEM NO. 11
- EASEMENT GRANTED BY JOHN MAHI, INC., TRUSTEE, TO THE WESTERN RESERVE TELEPHONE COMPANY DISCLOSED BY INSTRUMENT RECORDED JANUARY 18, 1990 IN OR VOLUME 403, PAGE 853 IN SUMMIT COUNTY RECORDS - CENTERLINE OF EASEMENT SHOWN (ACCESS RIGHTS AND RIGHT TO EXTEND LINES BY AGREEMENT ARE BLANKET) - APPLIES TO SUBJECT PARCEL* - SCHEDULE B PART II ITEM NO. 12
- TERMS AND CONDITIONS CONTAINED IN THE ACCESS EASEMENT AGREEMENT FROM MANLAW INVESTMENT COMPANY, LTD., AN OHIO LIMITED LIABILITY COMPANY AND RT - HIGHLAND ASSOCIATES, L.L.C., AN OHIO LIMITED LIABILITY COMPANY RECORDED JULY 27, 2017 AS RECEPTION NO. 56314959 OF SUMMIT COUNTY RECORDS - SHOWN - BENEFITS SUBJECT PARCEL* - SCHEDULE B PART II ITEM NO. 13
- RESTRICTIVE COVENANT AGREEMENT BY AND BETWEEN MANLAW INVESTMENT COMPANY, LTD., AN OHIO LIMITED LIABILITY COMPANY AND RTB - HIGHLAND ASSOCIATES, L.L.C., AN OHIO LIMITED LIABILITY COMPANY RECORDED JULY 27, 2017 AS RECEPTION NO. 56314960 - ACCESS EASEMENT SHOWN (OTHER MATTERS BLANKET) - APPLIES TO SUBJECT PARCEL* - SCHEDULE B PART II ITEM NO. 14
- DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS BY RTB - HIGHLAND ASSOCIATES, L.L.C. RECORDED APRIL 6, 2018 AS RECEPTION NO. 56374311 OF SUMMIT COUNTY RECORDS - COMMON DRIVE AND WATERLINE EASEMENTS SHOWN (OTHER MATTERS BLANKET) - APPLIES TO SUBJECT PARCEL* - SCHEDULE B PART II ITEM NO. 15
- EASEMENT FROM RTB - HIGHLAND ASSOCIATES, L.L.C. TO OHIO EDISON COMPANY RECORDED MAY 1, 2018 IN/AS RECEPTION NO. 56380100 OF SUMMIT COUNTY RECORDS
- SCHEDULE B PART II ITEM NO'S 17 THROUGH 21 ARE NOT MATTERS OF SURVEY

*STATING WHETHER AN ITEM LISTED HEREIN 'APPLIES' OR 'DOES NOT APPLY' TO THE SUBJECT PARCEL IS PROVIDED AS A PROFESSIONAL COURTESY AND IS ONLY THE OPINION OF THE SURVEYOR AND IS NOT TO BE CONSTRUED AS LEGAL ADVICE OR AS LEGALLY BINDING IN ANY WAY.
- THE EASEMENTS, RESERVATIONS, & RESTRICTIONS LISTED HEREIN HAVE BEEN PLOTTED PER FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES, COMMITMENT NO. NCS-1081004-AKR WITH AN EFFECTIVE DATE OF JULY 29, 2021.

LOCATION MAP



SCALE: 1" = 500'

CERTIFICATION

TO: EXPRESS WASH PROPERTY HOLDINGS, LLC; FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES; FIRST AMERICAN TITLE INSURANCE COMPANY;
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6A, 6B, 7A, 8, 9, 11(B), 13, 15, 16, 17 & 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 17, 2021.

Joshua Matein, Registration No. 8787
DATE: 8-20-2021

SURVEY NOTES:

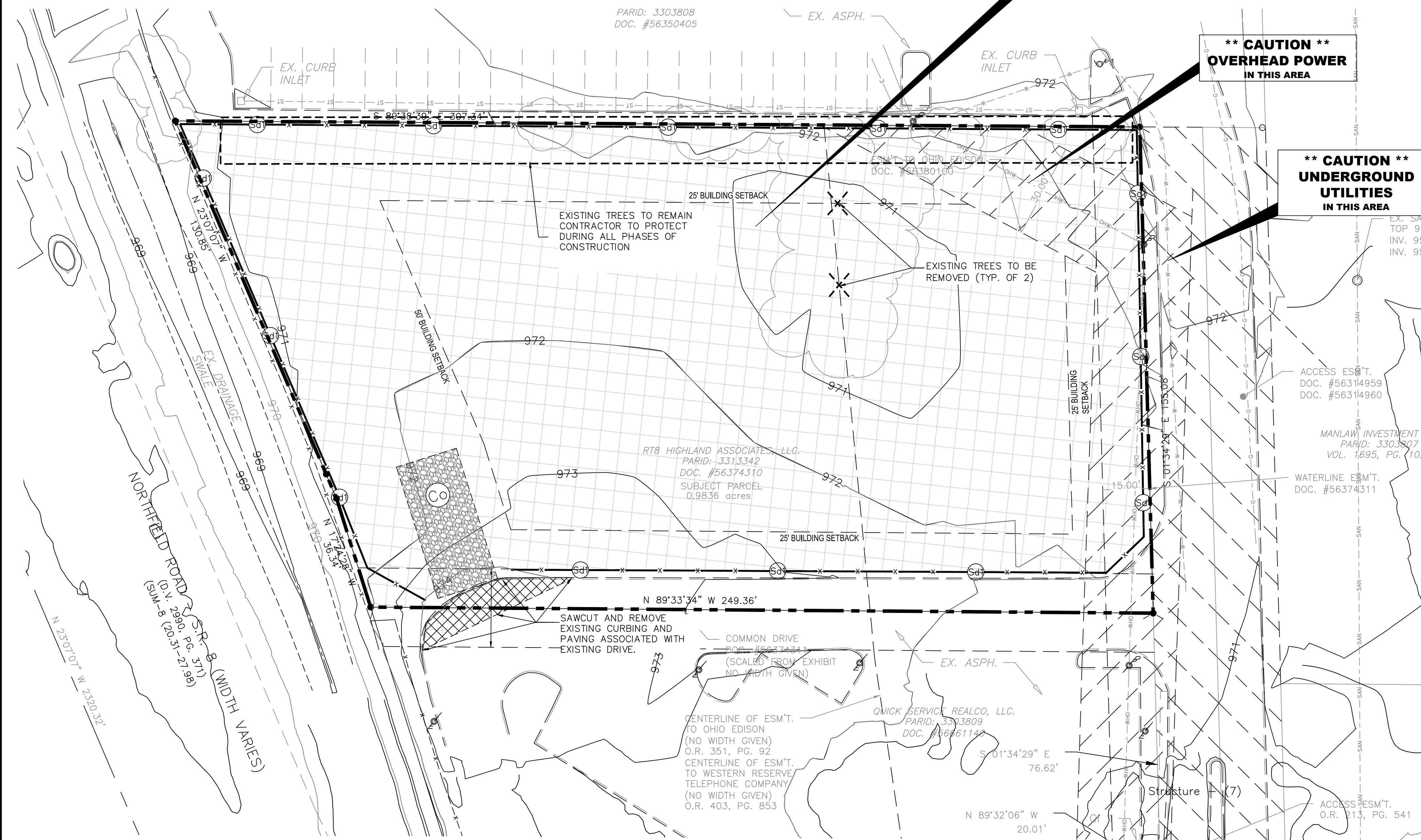
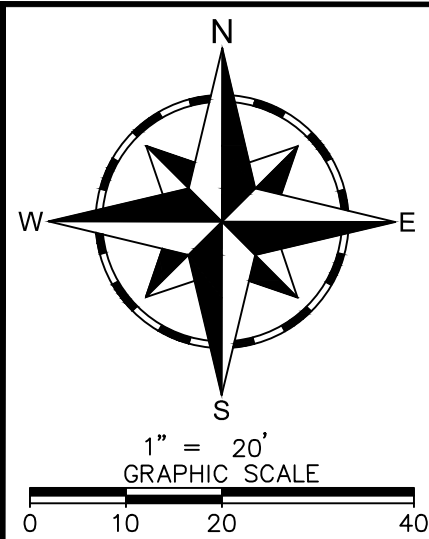
- NO EVIDENCE OF RECENT EARTHWORK OR BUILDING CONSTRUCTION NOTED ON SUBJECT PARCEL AT TIME OF FIELD VISIT.
- NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS NOTED DURING FIELD VISIT
- SUBJECT PARCEL HAD NO DESIGNATED PARKING AREA AT TIME OF FIELD VISIT
- SUBJECT PARCEL ZONING INFORMATION WAS NOT PROVIDED BY THE CLIENT AT THE TIME OF THE SURVEY, THEREFORE ZONING ITEMS ARE NOT SHOWN ON THE SURVEY
- FLOOD ZONE DESIGNATION: SUBJECT PARCEL LIES IN FLOOD ZONE X (AREA OF MINIMAL FLOOD HAZARD) PER FLOOD INSURANCE RATE MAP NO. 39153C0042E WITH AN EFFECTIVE DATE OF JULY 20, 2009.
- UTILITY NOTE: A VIEW OF THE UNDERGROUND UTILITIES IS SHOWN ON THE SURVEY FROM OBSERVED EVIDENCE WHILE CONDUCTING THE SURVEY AND FIELD MARKINGS LOCATED IN RESPONSE TO GPS WORK AUTHORIZATION NUMBER 285646. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED.

GBC DESIGN, INC.
565 White Pond Dr. Akron, OH 44320
Phone 330-836-0228 Fax 330-836-5782

CUSHMAN & WAKEFIELD
18111 VON KARMAN AVE.
STE. 1000 IRVINE, CA 92612

EXPRESS WASH PROPERTY
PARID: 3313342
MACEDONIA, OH
ALTA/NSPS LAND TITLE SURVEY

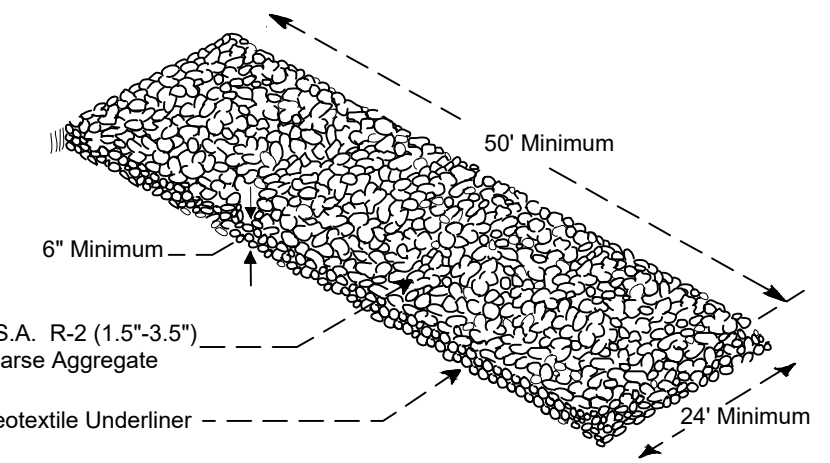
DRAWN BY: A.J.S.
DATE: 08/23/2021
PROJECT NO. 54171
DRAWING NO. 1 OF 1



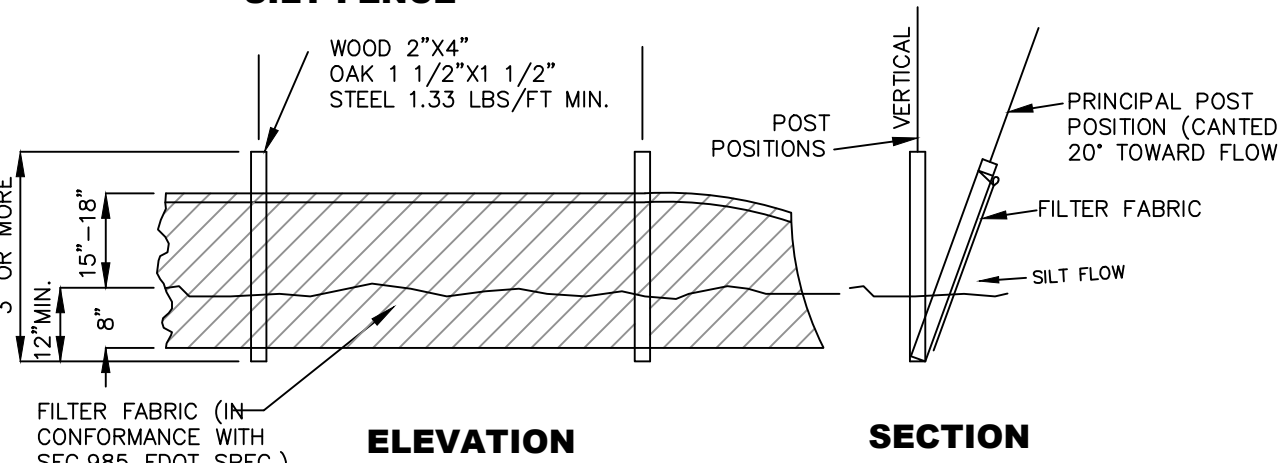
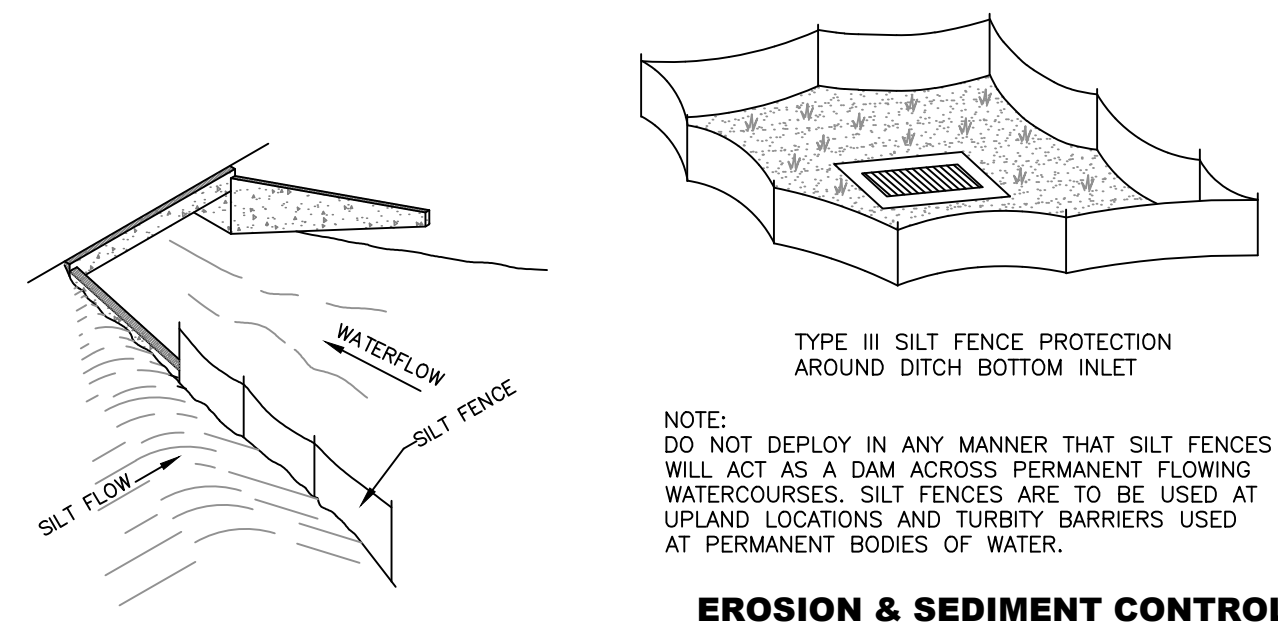
NOTE:
 PERIMETER EROSION CONTROL SHALL BE ESTABLISHED PRIOR TO COMMENCEMENT OF WORK, AND MODIFIED AS NECESSARY THROUGHOUT DEMOLITION AND CONSTRUCTION.
 ALL EXISTING ON-SITE IMPROVEMENTS, ABOVE & BELOW GROUND, STRUCTURES, LANDSCAPING, ETC. TO BE COMPLETELY DEMOLISHED AND REMOVED; UNLESS OTHERWISE NOTED TO REMAIN.
 EXISTING WATER AND SANITARY SERVICE LINES TO BE CUT, AND TEMPORARILY CAPPED, AT PROPERTY BOUNDARIES. EXISTING UNDERGROUND GAS LINE(S) TO BE CUT AND TEMPORARILY CAPPED AT PROPERTY BOUNDARIES.
 THIS PROJECT LOCATED WITHIN THE CITY.

- GENERAL SCOPE OF WORK NOTES:**
- CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND 10 DAY NOTICE OF DEMOLITION FOR BUILDING & SITE TEAR DOWN, REMOVAL AND CLEAN-UP, DESCRIBED FOLLOWING:
 - INSTALL 5' (MIN) HIGH TEMPORARY CHAIN LINK FENCE AROUND CONSTRUCTION SITE.
 - DISCONNECTION OF EXISTING ELECTRICAL, TELEPHONE, WATER, AND SEWER SERVICES TO SITE.
 - INSTALLATION OF EROSION AND SEDIMENTATION PROTECTION PERIMETER OF PROPERTY AND DRAINAGE STRUCTURES AS OCCUR.
 - REMOVAL OF ALL EXISTING STRUCTURES
 - REMOVAL OF DRIVEWAY CONCRETE/PAVEMENT, SIDEWALKS, UG UTILITIES (ELECTRICAL, WATER, SEWER & STORM DRAINAGE NOT DESIGNATED TO REMAIN).

- EROSION CONTROL NOTES:**
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.
 - A CONSTRUCTION EXIT PAD MUST BE INSTALLED AT ALL POINTS OF INGRESS AND EGRESS.
 - BMP'S (SITE EROSION CONTROLS) SHALL BE INSPECTED AND REPAIRED WEEKLY AND WITHIN 24 HOURS OF RAIN EVENTS OR .75" OR GREATER. THE EVENT OF CONTINUOUS RAINFALL, EROSION CONTROLS SHALL BE CHECKED DAILY. EROSION & SEDIMENTATION CONTROLS SHALL BE MAINTAINED AT ALL TIMES.
 - COPIES OF THE QUALIFIED PROFESSIONAL / QUALIFIED CREDENTIALLED INSPECTOR (QC) INSPECTOR REPORTS SHALL BE SUBMITTED TO THE APPROPRIATE LOCAL AND STATE AUTHORITIES.
 - THE CONTRACTOR SHALL SIZE, INSTALL AND MAINTAIN ADEQUATE CONTROLS FOR THE SITE, PER THE TO THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORM WATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS, LATEST EDITION.
 - ANY DISTURBED AREA(S) MAY NOT REMAIN DENUDE > 10 DAYS MUST BE TEMPORARILY STABILIZED.
 - SILT FENCE: REMOVE ACCUMULATED SEDIMENT WHEN DEPTH REACHES 1/4 THE HEIGHT OF THE BARRIER.
 - WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE.
 - INSPECTIONS: CONTRACTOR SHALL INSPECT AND DOCUMENT EROSION AND SEDIMENT CONTROL MEASURES AND REPAIR AS NEEDED MIN. 2 TIMES PER WEEK AND AT LEAST 72 HOURS APART.



Co TEMPORARY DRIVE CONSTRUCTION



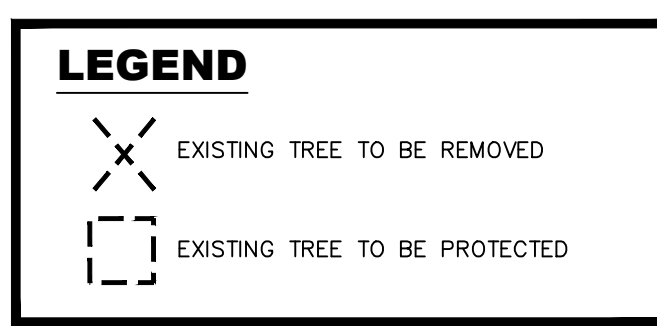
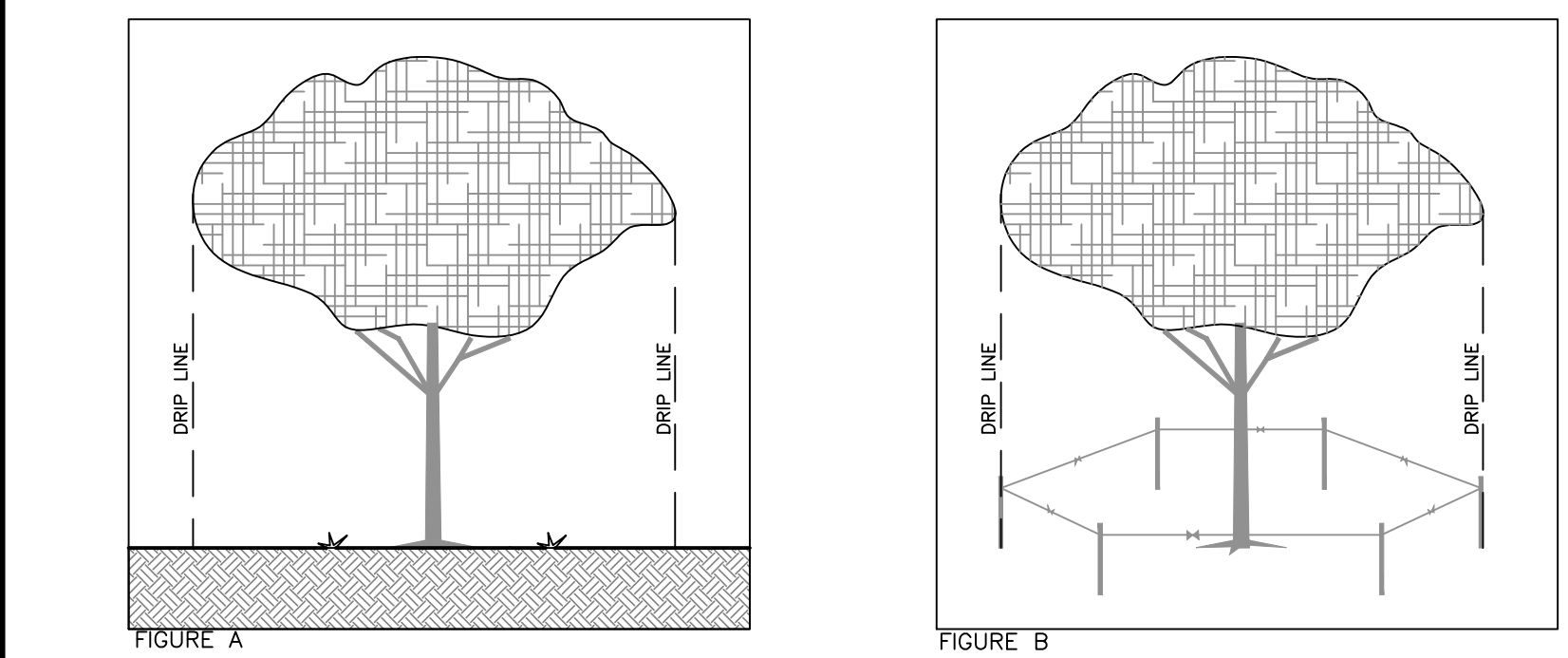
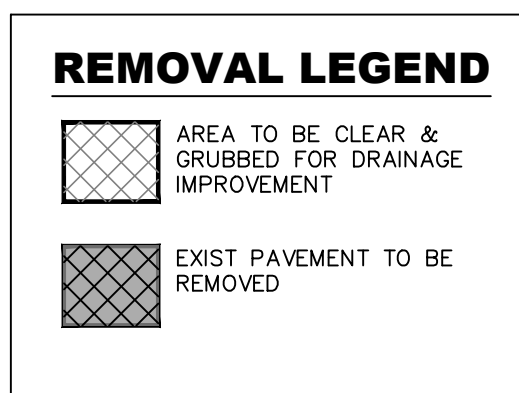
SILT FENCE DETAIL
 NO SCALE

BARRIER REQUIREMENTS AND SPECIFICATIONS:
 HORIZONTAL MEMBERS OF NO LESS THAN 1" X 4" LUMBER, OR UPRIGHT STAKES SPACED AT 4-5' INTERVALS OF NO LESS THAN 2" X 2" LUMBER, CONNECTED BY TWINE FLAGGED PROTECTIVE BARRIERS ARE USED DURING LAND ALTERATIONS AND CONSTRUCTION ACTIVITIES TO PROTECT TREES AND NATURAL AREAS TO BE RETAINED ON A SITE.
 PROTECTIVE BARRIERS MUST BE ERRECTED AROUND TREES TO BE RETAINED WITHIN AN AREA WHERE LAND ALTERATION AND CONSTRUCTION ACTIVITIES WILL OCCUR AS WELL AS ALONG NATURAL AREAS WHERE SUCH AREAS ARE ADJACENT TO PERMITTED LAND ALTERATION OR CONSTRUCTION ACTIVITIES.
 A PROTECTIVE BARRIER MUST REMAIN IN PLACE UNTIL THE LAND ALTERATION AND CONSTRUCTION ACTIVITIES ARE COMPLETED OR UNTIL COMMENCEMENT OF GRADE FINISHING AND SODDING. NO GROUND DISTURBANCE MUST OCCUR WITHIN THE

TO RESTRICT ACCESS INTO THE AREA WITHIN THE DRIFLINE OF A TREE, A PHYSICAL SUITABLE MATERIAL, IS PLACED AROUND THE TREE AT THE DRIFLINE, EXCEPT WHERE STRUCTURE NOT LESS THAN 3 FEET IN HEIGHT, COMPRISED OF WOOD OR OTHER LAND ALTERATION OR CONSTRUCTION ACTIVITIES ARE APPROVED WITHIN THE DRIFLINE.
 THE DRIP LINE OF A TREE IS THE IMAGINARY VERTICAL LINE THAT EXTENDS DOWNWARD FROM THE OUTERMOST TIPS OF THE TREE BRANCHES TO THE GROUND (FIGURE A).

FOUR CORNER UPRIGHT STAKES OF NO LESS THAN 2" X 2" LUMBER CONNECTED BY WITH PLASTIC SURVEYING TAPE AT REGULAR INTERVALS. (FIGURE B)

EXISTING SITE AREAS:
 TOTAL SITE AREA: 42,847.54 SQ.FT. OR 0.98 ACRES.
 TOTAL IMPERVIOUS AREA: 2,350.04 SQ.FT. OR 5.48% OF SITE
 TOTAL PERVIOUS AREA: 40,497.50 SQ.FT. OR 94.52% OF SITE
 100.00% OF SITE



CLIENT:
MAGNOLIA
 WASH HOLDINGS
 114 TRELLINGWOOD DRIVE,
 MORRISVILLE, NC 27560
 Phone: 919-760-7577

DESIGN TEAM TITLE:
MDM
SERVICES, INC.
 engineering • environmental • construction
 1055 KATHLEEN ROAD, LAKELAND, FLORIDA 33805
 Phone: (863) 646-9130
 OHIO SC #4654197

NO.	DATE	REVISION DESCRIPTION

MICHAEL ROBINSON
 OHIO P.E. REG # 66740

3,500 SQ. FT. CARWASH

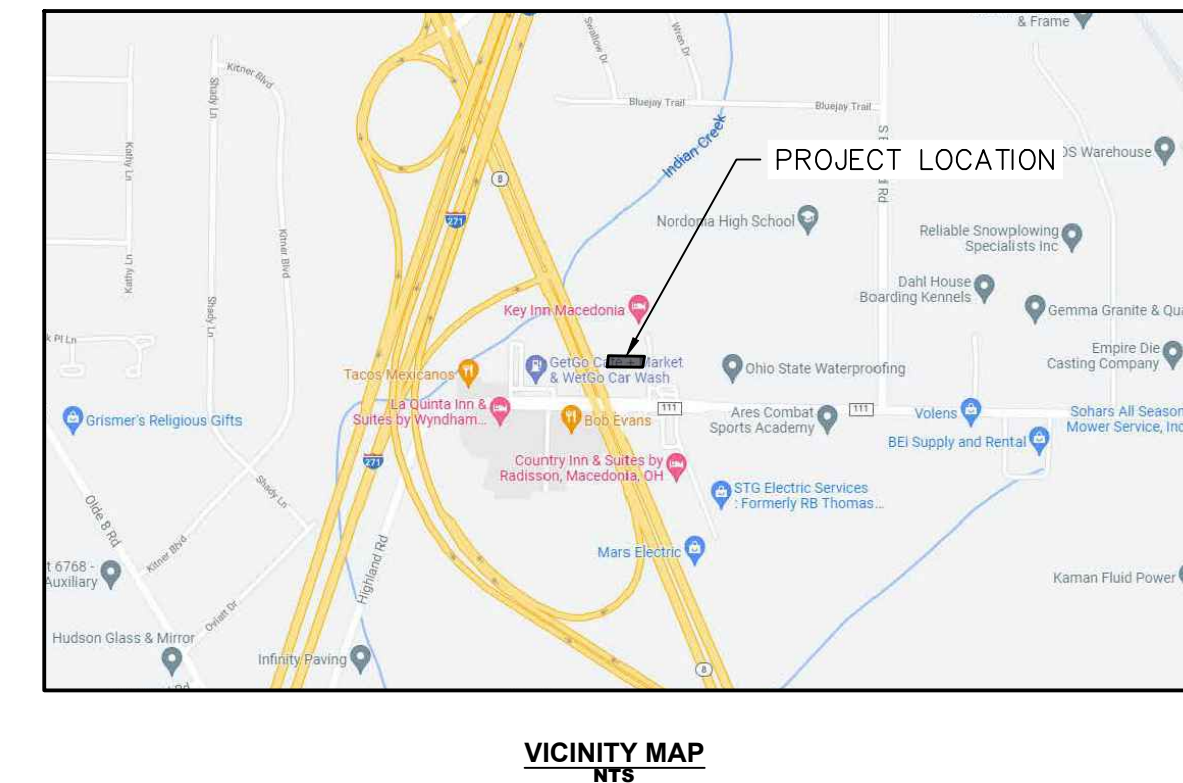
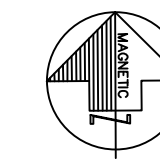
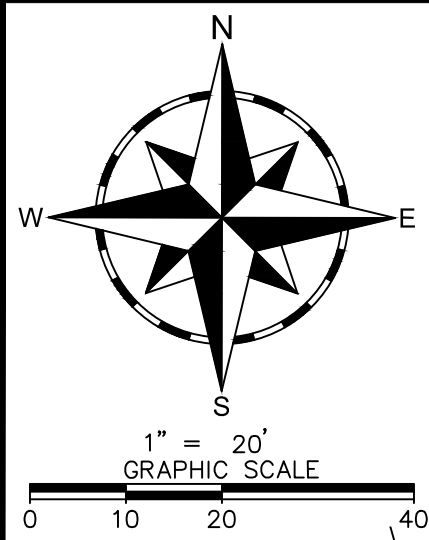
PROPERTY SIZE:

SITE DESIGNATIONS:
WAVE WASH PREMIUM EXPRESS CAR WASH
309 E HIGHLAND RD MACEDONIA, OHIO

SCALE: AS NOTED MDM JOB # 21160
 DATE: 10-12-2021
 DESIGNED BY:
 DRAWN BY: JAG FILE NAME:
 CHECKED BY: 21160CIVIL.DWG

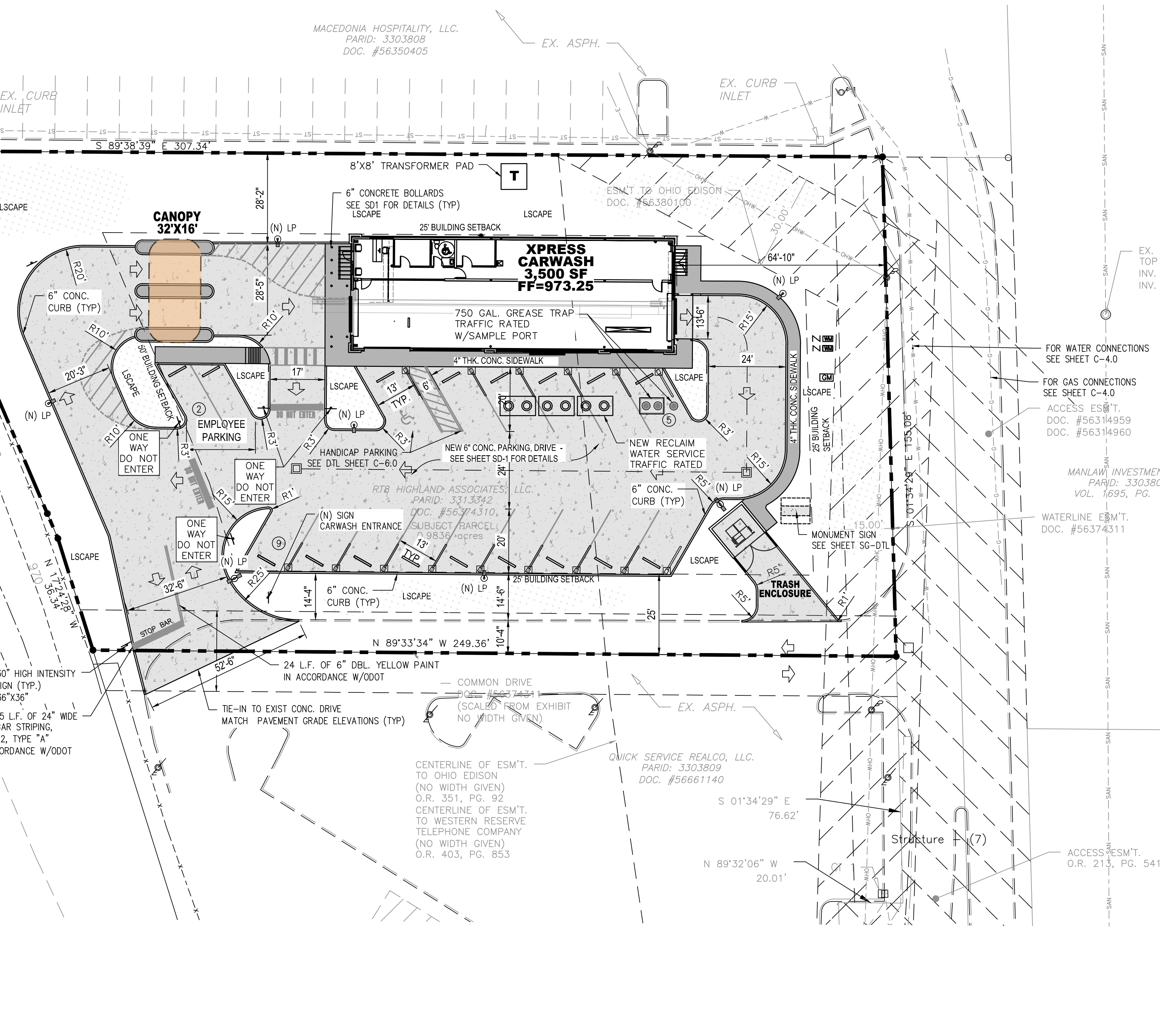
DRAWING TITLE:
DEMOLITION SITE PLAN
 SHEET NO.:
D-1.0





CLIENT:
MAGNOLIA
WASH HOLDINGS
114 TRELLINGWOOD DRIVE,
MORRISVILLE, NC 27560
Phone: 919-760-7577

DESIGN TEAM TITLE:
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engineering • environmental • construction
1055 KATHLEEN ROAD, LAKELAND, FLORIDA 33805
Phone: (863) 646-9130
OHIO SC #4654197



EXISTING SITE AREAS:	
TOTAL SITE AREA:	42,847.54 SQ.FT. OR 0.98 ACRES.
TOTAL IMPERVIOUS AREA:	2,350.04 SQ.FT. OR 5.48% OF SITE
TOTAL PERVIOUS AREA:	40,497.50 SQ.FT. OR 94.52% OF SITE
	100.00% OF SITE

PROPOSED SITE AREAS:	
TOTAL SITE AREA:	42,847.54 SQ.FT. OR 0.98 ACRES.
TOTAL IMPERVIOUS AREA:	25,091.31 SQ.FT. OR 58.56% OF SITE
TOTAL PERVIOUS AREA:	18,292.38 SQ.FT. OR 41.44% OF SITE
	100.00% OF SITE

EXISTING IMPERVIOUS AREA:	2,350.04 SQ.FT. OR 5.48% OF SITE
PROPOSED IMPERVIOUS AREA:	25,091.31 SQ.FT. OR 58.56% OF SITE

TOTAL IMPERVIOUS DIFFERENCE AREA: 22,741.27 SQ.FT. OR 53.07% OF SITE

PROPOSED CARWASH AREA:	
FLOOR AREAS: (1-STORY BUILDING)	
TOTAL CARWASH SQ.FT. EXTERIOR	3,500.00 SQ.FT. OR 5.58% OF SITE
HEIGHT MAX	30'-0"
PROPOSED CANOPY AREA:	
CANOPY PROPOSED 32' x 16'	
CANOPY AREA:	512 SQ.FT. COVERING 0.82% OF SITE
TOTAL CANOPY HEIGHT	13'-0"
CANOPY CLEAR HEIGHT	12'-4"

PROPOSED DUMPSTER ENCLOSURE:	
SPLIT FACE BLOCK W/ CEDAR FENCE OVER STEEL GATE DUMPSTER	
PROPOSED 12'-4" x 11'-9"	
HEIGHT	144.88 SQ.FT. COVERING 0.23% OF SITE
	7'-0"

CURRENT ZONING/LAND USE:	
EXISTING:	B-4
PROPOSED:	B-4

PARKING:	
MAXIMUM PARKING ALLOWED:	
CARWASH: 3,500 SF GROSS FLOOR AREA (TOTAL):	
1 SPACE PER 250 SF OF GFA =	14
1 SPACE PER EMPLOYEE =	2 16
TOTAL SPACES REQUIRED:	

PARKING PROVIDED:	
(1) 9'x23' HANDICAP SPACE W/5' UNLOADING ZONE	
(2) 9'x23' STANDARD PARKING SPACES	
(14) 13'x23' VACUUMED PARKING SPACES	
(17) TOTAL SPACES PROVIDED > 17 SPACES REQUIRED	

PARKING SPACES DESIGNED AS LOW IMPACT DEVELOPMENT
SEE GRADING AND DRAINAGE PLAN SHEET C-2.0

BUILDING SETBACK:	
NORTH ℓ = 25'	(BACK)
SOUTH ℓ = 25'	(FRONT)
WEST ℓ = 50'	(SIDE)
EAST ℓ = 25'	(SIDE)

OWNER:	
MAGNOLIA WASH HOLDINGS CONTACT:	
ENGINEER:	
MDM SERVICES, INC. 1055 KATHLEEN ROAD LAKELAND, FLORIDA 33805 CONTACT: RICHARD R. MORRIS PHONE: 954-427-3076	
SURVEYOR:	
GBC DESIGN, INC. 565 WHITE POND DR. AKRON, OH 44320 330-836-0228	

LEGEND:	
[Pattern]	(N) 6" CONCRETE PAVEMENT SEE SD1 FOR DETAILS
[Pattern]	(N) SOD SEE LANDSCAPE PLANS
[Pattern]	(N) CONCRETE PAVEMENT AND CUTTER
[Pattern]	(E) CONCRETE PAVEMENT
[Pattern]	(N) NEW
[Pattern]	(E) EXIST

SEE GEOTECHNICAL SUBSURFACE REPORT INVESTIGATIONS FOR
RECOMMENDATIONS

NO.	DATE	REVISION DESCRIPTION

PROPOSED CARWASH AREA:	
FLOOR AREAS: (1-STORY BUILDING)	
TOTAL CARWASH SQ.FT. EXTERIOR 3,500.00 SQ.FT. OR 5.58% OF SITE	
HEIGHT MAX	30'-0"
PROPOSED CANOPY AREA:	
CANOPY PROPOSED 32' x 16'	
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TOTAL CANOPY HEIGHT	13'-0"
CANOPY CLEAR HEIGHT	12'-4"

MICHAEL ROBINSON OHIO P.E. REG # 66740
BUILDING SIZE:
3,500 SQ. FT. CARWASH

PROPERTY SIZE:

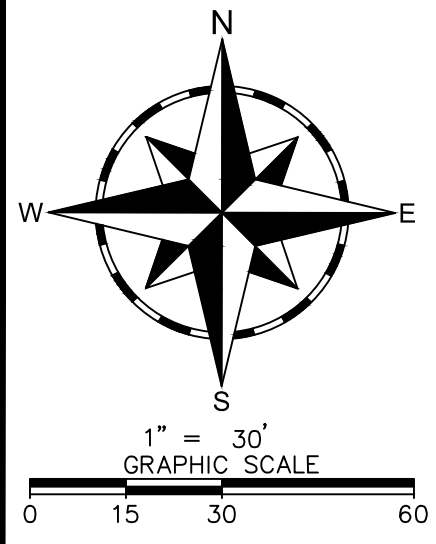
SITE DESIGNATIONS: WAVE WASH PREMIUM EXPRESS CAR WASH 309 E HIGHLAND RD MACEDONIA, OHIO

SCALE: AS NOTED	MDM JOB # 21160
DATE: 10-12-2021	
DESIGNED BY:	
DRAWN BY: JAG	FILE NAME: 21160CIVIL.DWG
CHECKED BY:	

DRAWING TITLE:	
SITE PLAN	

SHEET NO: C-1.0





Know what's below.
Call before you dig.

CLIENT:
MAGNOLIA
WASH HOLDINGS
114 TRELLINGWOOD DRIVE,
MORRISVILLE, NC 27560
Phone: 919-760-7577

DESIGN TEAM TITLE:
MDM
SERVICES, INC.
engineering • environmental • construction
1055 KATHLEEN ROAD, LAKE LAND, FLORIDA 33805
Phone: (863) 646-9130
OHIO SC #4654197

NO. DATE REVISION DESCRIPTION

MICHAEL ROBINSON
OHIO P.E. REG # 66740

BUILDING SIZE:
**3,500 SQ. FT.
CARWASH**

PROPERTY SIZE:

SITE DESIGNATIONS:
**WAVE WASH
PREMIUM EXPRESS
CAR WASH
309 E HIGHLAND RD
MACEDONIA, OHIO**

SCALE: AS NOTED MDM JOB # 21160
DATE: 10-12-2021
DESIGNED BY:
DRAWN BY: JAG FILE NAME:
CHECKED BY: 21160CIVIL.DWG

DRAWING TITLE:
**OVERLAY
SITE PLAN**

SHEET NO.:
C-1.1

**OMNIBUS ACTION BY UNANIMOUS WRITTEN CONSENT
OF
EXPRESS WASH TOPCO, LLC
EXPRESS WASH INTERMEDIATE, LLC
EXPRESS WASH ACQUISITION COMPANY, LLC
EXPRESS WASH PROPERTY HOLDINGS, LLC
EXPRESS WASH OPERATIONS, LLC
SPOTLESS HOLDINGS LLC
SPECKLESS REALTY HOLDINGS LLC
JIMMY CARTER BLVD CARWASH, LLC
JIMMY CARTER BLVD REALTY HOLDINGS, LLC
SAN JOSE CAR WASH, LLC
SAN JOSE REALTY HOLDINGS, LLC
MERRILL ROAD CAR WASH, LLC
WAVE WASH, LLC
MLK CAR WASH, LLC
PETERS CREEK CAR WASH, LLC
PETERS CREEK REALTY HOLDINGS, LLC
THOMASVILLE EXPRESS WASH, LLC
VALDOSTA EXPRESS WASH, LLC
GORNTON EXPRESS WASH, LLC
TIFTON EXPRESS WASH, LLC
MONROE EXPRESS WASH, LLC
BRADFORDVILLE EXPRESS WASH, LLC
W. TENNESSEE EXPRESS WASH, LLC
APALACHEE EXPRESS WASH, LLC
WAYCROSS EXPRESS WASH, LLC
YULEE EXPRESS WASH, LLC
AND
EXPRESS DEVCO, LLC**

The undersigned, constituting (i) all the members of the Board of Managers (the “Board”) of Express Wash Topco, LLC (“Topco”) and (ii) all of the sole members (together with the Board, each a “Governing Body”) of (1) Express Wash Intermediate, LLC, a Delaware limited liability company, (2) Express Wash Acquisition Company, LLC, a Delaware limited liability company, (3) Express Wash Property Holdings, LLC, a Delaware limited liability company, (4) Express Wash Operations, LLC, a Delaware limited liability company, (5) Spotless Holdings LLC, a Georgia limited liability company, (6) Speckless Realty Holdings LLC, a Georgia limited liability company, (7) Jimmy Carter Blvd Carwash, LLC, a Georgia limited liability company, (8) Jimmy Carter Blvd Realty Holdings, LLC, a Georgia limited liability company, (9) San Jose Car Wash, LLC, a Florida limited liability company, (10) San Jose Realty Realty Holdings, LLC, a Florida limited liability company, (11) Merrill Road Car Wash, LLC, a Florida limited liability company, (12) Wave Wash, LLC, a North Carolina limited liability company, (13) MLK Car Wash, LLC, a North Carolina limited liability company, (14) Peters Creek Car Wash, LLC, a North Carolina limited liability company, (15) Peters Creek Realty Holdings, LLC, a North Carolina limited liability company, (16) Thomasville Express Wash, LLC, a Delaware limited liability company,

(17) Valdosta Express Wash, LLC, a Delaware limited liability company, (18) Gornito Express Wash, LLC, a Delaware limited liability company, (19) Tifton Express Wash, LLC, a Delaware limited liability company, (20) Monroe Express Wash, LLC, a Delaware limited liability company, (21) Bradfordville Express Wash, LLC, a Delaware limited liability company, (22) W. Tennessee Express Wash, LLC, a Delaware limited liability company, (23) Apalachee Express Wash, LLC, a Delaware limited liability company, (24) Waycross Express Wash, LLC, a Delaware limited liability company, (25) Yulee Express Wash, LLC, a Delaware limited liability company, and (26) Express DevCo, LLC, a Delaware limited liability company ((1) to (26), together with Topco, each a “Company” and collectively, the “Companies”), pursuant to the Delaware Limited Liability Company Act, North Carolina Limited Liability Company Act, Georgia Limited Liability Company Act, and Florida Revised Limited Liability Company Act, each as applicable, and the Limited Liability Company Agreement of each Company, as may be amended and restated from time to time and currently in effect, hereby adopt the following resolutions by unanimous written consent, effective as of this 14th day of January, 2021:

I. APPROVAL OF OFFICERS

RESOLVED, that, the Governing Body hereby approves and adopts the officers listed on Exhibit A, attached hereto, for each applicable Company, for the office set forth opposite each person’s name until a successor is duly chosen and qualified or until such officer sooner dies, resigns, is removed or becomes disqualified, and the all officers of each applicable Company not listed, be and hereby are, removed.

FURTHER RESOLVED, that, to the extent that any Company serves as the sole member, manager, member of the board of managers or general partner of any other Person (such other Person, a “Controlled Company”), any officer of the Governing Body (such officers, the “Authorized Officers” and, each, an “Authorized Officer”) of such Company (a “Controlling Company”), acting alone or with one or more other Authorized Officers be, and each hereby is, authorized, empowered and directed to execute, deliver and perform for and on behalf of and in the name of such Controlling Company, acting in its capacity as the sole member, manager, member of the board of managers or general partner, as the case may be, of such Controlled Company, (i) to authorize such Controlled Company to take any action that such Controlling Company is authorized to take hereunder or any other action as may in the judgment of the Authorized Officer so acting be necessary, desirable, and appropriate in connection with, or in the furtherance of, any of the foregoing resolutions or any of the transactions contemplated thereby, and (ii) to authorize the officers of such Controlled Company to take any action that the Authorized Officers of such Controlling Company are authorized to take hereunder or any other action as may in the judgment of the Authorized Officer so acting be necessary, desirable and appropriate in connection with, or in the furtherance of, any of the foregoing resolutions or any of the transactions contemplated thereby.

II. OMNIBUS RESOLUTIONS

RESOLVED, that all actions, including, without limitation, the opening of any depository or other accounts and paying fees, taken by the Authorized Officers in the name and on behalf of the relevant Company in connection with any and all of the transactions referred to in, or

contemplated by, the preceding resolutions be, and hereby are, ratified, confirmed and approved in all respects;

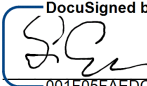
FURTHER RESOLVED, that the Authorized Officers, and each of them acting singly, be and hereby are, authorized from time to time, in the name and on behalf of the relevant Company, to execute, make oath to, acknowledge and deliver any and all such orders, directions, certificates and other instruments and papers, and to do or cause to be done any and all such other acts and things, as may, in his or their judgment, be necessary, desirable, appropriate or convenient in connection with the consummation of the transactions contemplated by the foregoing resolutions;

FURTHER RESOLVED, that this consent may be signed in multiple counterparts, including by facsimile or other electronic transmission, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument; and

FURTHER RESOLVED, to direct that this consent be filed with the records of meetings of the Governing Body.

IN WITNESS WHEREOF, the undersigned have executed this Omnibus Action by Unanimous Written Consent as of the date first set forth above.

THE BOARD:

DocuSigned by:

001E05FAEDC2488...
Sean Epps

Charles Lowrey

Frank O. Bennett

D. Brooks Moye

IN WITNESS WHEREOF, the undersigned have executed this Omnibus Action by Unanimous Written Consent as of the date first set forth above.

THE BOARD:

Sean Epps

DocuSigned by:

Chuck Lowrey

76E910A6A377437...

Charles Lowrey

DocuSigned by:

Frank Bennett

711330615A224DD...

Frank O. Bennett

DocuSigned by:


Brooks Moyer

46F32DA544D540D...

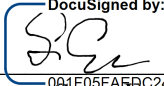
D. Brooks Moyer

IN WITNESS WHEREOF, the undersigned have executed this Omnibus Action by Unanimous Written Consent as of the date first set forth above.

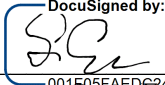
EXPRESS WASH TOPCO, LLC (as sole member of Express Wash Intermediate, LLC)

By  _____
Name: Sean Epps
Title: President

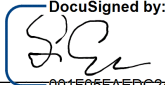
EXPRESS WASH INTERMEDIATE, LLC (as sole member of Express Wash Acquisition Company, LLC)

By  _____
Name: Sean Epps
Title: President

EXPRESS WASH PROPERTY HOLDINGS, LLC (as sole member of each of Speckless Realty Holdings, LLC; Jimmy Carter Blvd Realty Holdings, LLC; San Jose Realty Holdings, LLC; Peters Creek Realty Holdings, LLC; Express DevCo, LLC):

By  _____
Name: Sean Epps
Title: President

EXPRESS WASH ACQUISITION COMPANY, LLC (as sole member of Express Wash Operations, LLC and Express Wash Property Holdings, LLC)

By  _____
Name: Sean Epps
Title: President

IN WITNESS WHEREOF, the undersigned have executed this Omnibus Action by Unanimous Written Consent as of the date first set forth above.

EXPRESS WASH OPERATIONS, LLC (as sole member of Spotless Holdings LLC; Jimmy Carter Blvd Carwash, LLC; San Jose Car Wash, LLC; Merrill Road Car Wash, LLC; Wave Wash, LLC; MLK Car Wash, LLC; Peters Creek Car Wash, LLC; Thomasville Express Wash, LLC; Valdosta Express Wash, LLC; Gornto Express Wash, LLC; Tifton Express Wash, LLC; Monroe Express Wash, LLC; Bradfordville Express Wash, LLC; W. Tennessee Express Wash, LLC; Apalachee Express Wash, LLC; Waycross Express Wash, LLC; Yulee Express Wash, LLC):


DocuSigned by:

By _____
001F05FAEDC2488...
Name: Sean Epps
Title: President

Exhibit A
Officers

Company	Sole Member	Officer(s)
Express Wash Topco, LLC , a Delaware limited liability company ¹	N/A	Sean Epps – <i>President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Express Wash Intermediate, LLC , a Delaware limited liability company	Express Wash Topco, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Express Wash Acquisition Company, LLC , a Delaware limited liability company	Express Wash Intermediate, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Express Wash Acquisition Company, LLC , a Delaware limited liability company	Express Wash Intermediate, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Express Wash Operations, LLC , a Delaware limited liability company	Express Wash Acquisition Company, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Spotless Holdings LLC , a Georgia limited liability company	Express Wash Operations, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>

¹ NTD: Officers to be confirmed. As of today, Sean is the only officer.

Speckless Realty Holdings LLC , a Georgia limited liability company	Express Wash Acquisition Company, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Jimmy Carter Blvd Carwash, LLC , a Georgia limited liability company	Express Wash Operations, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Jimmy Carter Blvd Realty Holdings, LLC , a Georgia limited liability company	Express Wash Acquisition Company, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
San Jose Car Wash, LLC , a Florida limited liability company	Express Wash Operations, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
San Jose Realty Holdings, LLC , a Florida limited liability company	Express Wash Acquisition Company, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Merrill Road Car Wash, LLC , a Florida limited liability company	Express Wash Operations, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Wave Wash, LLC , a North Carolina limited liability company	Express Wash Operations, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>

MLK Car Wash, LLC , a North Carolina limited liability company	Express Wash Operations, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Peters Creek Car Wash, LLC , a North Carolina limited liability company	Express Wash Operations, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Peters Creek Realty Holdings, LLC , a North Carolina limited liability company	Express Wash Acquisition Company, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Thomasville Express Wash, LLC , a Delaware limited liability company	Express Wash Operations, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Valdosta Express Wash, LLC , a Delaware limited liability company	Express Wash Operations, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Gornto Express Wash, LLC , a Delaware limited liability company	Express Wash Operations, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Tifton Express Wash, LLC , a Delaware limited liability company	Express Wash Operations, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>

Monroe Express Wash, LLC , a Delaware limited liability company	Express Wash Operations, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Bradfordville Express Wash, LLC , a Delaware limited liability company	Express Wash Operations, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
W. Tennessee Express Wash, LLC , a Delaware limited liability company	Express Wash Operations, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Apalachee Express Wash, LLC , a Delaware limited liability company	Express Wash Operations, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Waycross Express Wash, LLC , a Delaware limited liability company	Express Wash Operations, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Yulee Express Wash, LLC , a Delaware limited liability company	Express Wash Operations, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>
Express DevCo, LLC , a Delaware limited liability company	Express Wash Property Holdings, LLC	Sean Epps – <i>Acting President</i> Frank O. Bennett, Sr – <i>Interim Co-Vice President</i> D. Brooks Moye – <i>Interim Co-Vice President</i> Forrest Peters – <i>Vice President of Development & Integration</i> Kyle Poyer – <i>Chief Financial Officer</i>

**LIMITED LIABILITY COMPANY AGREEMENT
OF
EXPRESS WASH PROPERTY HOLDINGS, LLC**

This Limited Liability Company Agreement (this “Agreement”) of Express Wash Property Holdings, LLC (the “Company”) is effective as of November 4, 2020 pursuant to the Delaware Limited Liability Company Act, 6 Del.C. Section 18-10 et seq. (the “Act”), by and between the Company and Express Wash Acquisition Company, LLC (the “Member”).

WHEREAS, the Company was formed by filing the Certificate of Formation of the Company in the office of the Secretary of State of Delaware on November 4, 2020.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Date of Dissolution. The Company has perpetual existence, except as provided in Section 18-801 of the Act.

2. Business of the Company. The principal business activity and purpose of the Company shall be to engage in any lawful act or activity for which limited liability companies may be formed under the Act. The Company shall possess and may exercise all the powers and privileges granted by the Act, any other law or this Agreement, together with any powers incidental thereto, and may take any other action not prohibited under the Act or other applicable law, so far as such powers and actions are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Company.

3. Capital; Percentage Interest. The Member owns one hundred percent of the interest in the Company and may contribute capital to the Company in such amounts and at such times as the Member may deem appropriate. The initial capital contribution and any additional capital contribution of the Member shall be set forth in the Company’s books and records.

4. Management by Member. The Company is managed by the Member, who has the authority to exercise all of the powers and privileges granted by the Act or any other law; provided, however, that the Member may designate one or more officers who shall have the authority to bind the Company. The Member may appoint officers of the Company from time to time.

5. Taxable Year. The Company’s taxable year shall be the year required by the Internal Revenue Code of 1986, as amended, or any successor federal revenue law.

6. Distributions. Distributions of cash or other assets of the Company will be made at such times and in such amounts as the Member may determine.

7. No Separate Entity for Tax Purposes. The Company shall not be treated as a separate entity for federal income tax purposes and, to the extent permitted by law, for state and

local tax purposes. The Company shall prepare and file all tax returns and other tax statements in a manner consistent herewith.

8. Limitation on Liability. Except as specifically required by the Act, the Member shall not be obligated personally for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being the Member. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making the Member responsible for the liabilities of the Company.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware. In the event of any conflict between any provision of this Agreement and any non-mandatory provision of the Act, the provision of this Agreement shall control.

10. Amendment. This Agreement may be amended by the Member.

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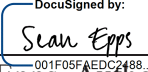
IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first set forth above.

COMPANY:

EXPRESS WASH PROPERTY HOLDINGS, LLC ,
a Delaware limited liability company

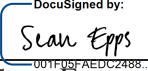
By: EXPRESS WASH ACQUISITION COMPANY,
LLC

Its: Member

By: 
Sean Epps, Authorized Person

MEMBER:

EXPRESS WASH ACQUISITION COMPANY,
LLC,
a Delaware limited liability company

By: 
Sean Epps, Authorized Person

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made by and between **RT8-HIGHLAND ASSOCIATES L.L.C.**, an Ohio limited liability company ("Seller") and **EXPRESS WASH PROPERTY HOLDINGS, LLC**, a Delaware limited liability company ("Purchaser"). The "Effective Date" of this Agreement shall be the date this Agreement is signed by the last of Purchaser and Seller.

1. The Property. Seller shall sell and convey to Purchaser, and Purchaser shall purchase and take title from Seller, all Seller's right, title, estate and interest in and to Seller's real property consisting of approximately 0.9836 acres of land located at and commonly referred to as 307 East Highland Road, Macedonia, Summit County, Ohio, as is more fully described on Exhibit A attached hereto and made a part hereof, together with all rights, privileges, and easements (except as specifically excluded herein), appurtenant to and for the benefit of the land, as well as all development rights, air rights and water relating to the land, and any other easements, rights, privileges, and appurtenances thereunto belonging, including all right, title, and interest of Seller in and to any land lying in the right-of-way of any street in front of or adjoining said real property to the centerline thereof, and all improvements, buildings, and fixtures thereon (all of which shall be hereinafter be referred to collectively as, the "Property").

2. Purchase Price.

(a) Purchaser agrees to pay Seller, as the purchase price for the Property, the sum of Five Hundred Eighty-Five Thousand and no/100 Dollars (\$585,000.00) ("Purchase Price").

(b) Within five (5) days after the Effective Date, Purchaser shall deposit Fifteen Thousand and no/100 Dollars (\$15,000.00) with the Escrow Agent (as hereinafter defined) in escrow as an earnest money deposit ("Earnest Money Deposit"). The Earnest Money Deposit is part of the consideration of the sale and shall be applied as a credit toward the Purchase Price payable by Purchaser at Closing (as defined in Section 7). The Earnest Money shall be held, disbursed and/or returned by the Escrow Agent strictly pursuant to the terms of this Agreement.

(c) Purchaser shall deliver the Purchase Price, as adjusted by the Earnest Money Deposit and the prorations and credits described herein, in immediately available funds, in escrow with the Escrow Agent on or prior to the Closing Date (as hereinafter defined).

3. Escrow.

(a) The parties hereto hereby appoint First American Title Insurance Company, 50 South Main Street, Suite 709, Akron, OH 44308 (Phone: 330.643.8800 Fax: 330.643.8805) as the "Escrow Agent" hereunder. This Agreement shall serve as escrow instructions and shall be subject to the usual conditions of acceptance of the Escrow Agent, insofar as the same are not inconsistent with any of the terms hereof. By executing the Escrow Consent and Acknowledgement section on the signature page of this Agreement, Escrow Agent agrees that the Earnest Money Deposit shall be held as a deposit under this Agreement: (i) to be applied against the Purchase Price if Closing occurs; or (ii) delivered to Seller or Purchaser, in accordance with the terms of this Agreement, if Closing does not occur. If Purchaser or Seller wishes the Earnest Money Deposit and any other deposits made pursuant to this Agreement to be placed in an interest bearing account, it shall, together with the Earnest Money Deposit, deliver a completed Internal Revenue Service form W9 and a copy of Purchaser's Certified Articles of formation along with a current Certificate of Good Standing, and, if required by the Escrow Agent, such items as may be required by Escrow Agent pursuant to the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 to open an interest-bearing escrow account. Interest on the Earnest Money Deposit and any other deposits made hereunder, if any, shall be paid to the party entitled to receive disbursement of the Earnest Money Deposit pursuant hereto.

(b) Notwithstanding anything set forth herein to the contrary, Seller and Purchaser shall promptly execute and deliver to Escrow Agent any separate or additional escrow instructions requested by Escrow Agent that are consistent with the terms of this Agreement, provided that the same shall not modify or amend this Agreement. Purchaser and Seller both hereby acknowledge and agree that Escrow Agent shall hold and deliver the Earnest Money Deposit in accordance with the terms and conditions of this Agreement and that the Escrow Agent shall be relieved of all liability and held harmless by both Seller and Purchaser in the event Escrow Agent makes any disbursement of such monies in accordance with the terms and provisions of this Agreement. Escrow Agent shall

not be responsible for any fluctuations in the interest rate paid on the Earnest Money Deposit or for any penalties for early withdrawal thereof.

(c) In the event of a dispute between the parties, Escrow Agent shall have the right at any time after such dispute arises to deposit and interplead the Earnest Money Deposit and any other deposits made hereunder with the Clerk of the Court in and for Summit County, Ohio.

(d) Each of Seller and Purchaser represents to the other that neither it nor its respective counsel has or have any interest in, financial or otherwise, or relationship to, the Escrow Agent or Title Company that could create or be construed as a conflict of interest in or with the relationships of the parties in the transactions contemplated herein.

4. Title And Survey.

(a) Within fifteen (15) days after the Effective Date, Seller shall obtain from the Title Company a commitment ("Commitment") to issue an ALTA Owner's Policy of Title Insurance in an amount equal to the Purchase Price ("Title Policy").

(b) In the event Purchaser desires to obtain a survey of the Property ("Survey"), then Purchaser shall obtain same no later than forty-five (45) days after the Effective Date, which Survey shall be certified to Seller, Purchaser, and the Title Company and be in form and substance sufficient to delete the standard survey exception from the Title Policy. On or before the Closing Date, Seller shall execute and deliver to the Title Company an affidavit to delete the standard printed exception for mechanic's liens from the Title Policy, as well as any other requirements listed on Schedule B, Part I of the Title Commitment, each in form reasonably satisfactory to Seller. It shall be a condition precedent to Purchaser's obligation to purchase the Property that the Title Company can and will, on the Closing Date, issue the Title Policy in accordance with the Commitment and subject only to the Permitted Exceptions (as hereinafter defined).

(c) Purchaser shall have the right to object to any matters disclosed by the Commitment ("Title Objections") or Survey ("Survey Objections") that materially and adversely affect the use of the Property as and for a car wash (Purchaser's "Intended Use") and/or adversely affect Purchaser, as determined in Purchaser's sole discretion, provided that Purchaser delivers written notice of such Title or Survey Objections on or before the date that is thirty (30) days prior to the expiration of the Due Diligence Period; otherwise any such objections shall be deemed to be waived. If Purchaser delivers in a timely manner written notice of any Title and Survey Objections, then Seller shall have the right, in Seller's sole discretion, to: (i) cure or cause the Title Company to insure over some or all of the Title and Survey Objections within thirty (30) days from the date of receipt of Purchaser's objection notice (the "Cure Period"), or (ii) at any time prior to or during the Cure Period, give notice to Purchaser that Seller is either unable or unwilling to cure some or all of the Title and Survey Objections (the "No Cure Notice"). If Seller does not fully cure or cause the Title Company to insure over the Title and Survey Objections within the Cure Period, or if Seller delivers a No Cure Notice, then Purchaser shall elect to do one (1) of the following: (x) terminate this Agreement, whereupon Escrow Agent shall promptly deliver the Earnest Money Deposit to Purchaser, or (y) waive the Title and Survey Objections that Seller is unwilling or unable to cure and purchase the Property with such condition of title as Seller is able to convey, subject to the uncured Title and Survey Objections, without a reduction of the Purchase Price therefor, in which event the items objected to which were not cured shall be deemed to be acceptable to Purchaser. Purchaser shall make the foregoing election within two (2) business days after receiving the No Cure Notice or within two (2) business days after the expiration of the Cure Period, whichever is earlier; provided, however, that if Purchaser fails to timely make such election, then Purchaser shall be deemed to have elected to purchase the Property pursuant to the foregoing clause (y).

(d) Release of Mortgages. Except for real estate taxes and assessments not yet due and payable as of the Closing, all mortgages, liens and other encumbrances of ascertainable amounts incurred by, for, or on behalf of the Seller shall be paid by Seller at or prior to Closing and removed from record by the Title Company, without any requirement that Purchaser object to such matters.

5. Conveyance. On the Closing Date, Seller shall convey title to the Property by special or limited warranty deed ("Deed"), free and clear of all liens and encumbrances, except the following (collectively, the "Permitted Exceptions"):

- (a) all real estate taxes and assessments, both general and special, not yet due and payable;
- (b) such other declarations, conditions, covenants, restrictions, easements, rights of way and other similar matters of record, including without limitation, those items shown on the plat of Seller's real property that includes the Property, that are not reasonably objected to, or objections to which are waived, by Purchaser pursuant to Section 4 herein;
- (c) zoning and building ordinances; and
- (d) those matters which would be disclosed by an accurate survey of the Property.

6. Prorations And Closing Costs.

(a) Taxes & Assessments. The Escrow Agent shall pay or prorate and apportion, as of the Closing Date, real estate taxes and general assessments that are due, including interest and penalties, or that are a certified, confirmed, and ratified lien but not yet due and payable, using the rates and valuation shown on the latest available tax duplicate. Seller shall be responsible for all real estate taxes and assessments against the Property allocable to the period prior to the date of Closing, including any delinquency, and Purchaser shall be responsible for all real estate taxes and assessments against the Property allocable to the period on and after the date of Closing.

- (i) The full amount of any special assessments for improvements and any so-called re-spread assessments shall be paid in full at the Closing by Seller, or credited to the Purchase Price, at the option of Purchaser.
- (ii) If real estate taxes and assessments levied against the Property for the period of the proration differ from the prorated tax credit given Purchaser on the Closing Date, Seller and Purchaser will make the adjustment necessitated by such difference as soon as possible after the actual amount of such real estate taxes and assessments are known. This provision shall expressly survive Closing.

(b) Utilities. To the extent there are any utilities servicing the Property, final readings on all gas, water and electric meters shall be made as of the date of Closing, if possible. Seller shall be responsible for all charges for consumption of utilities prior to the date of Closing and Purchaser shall be responsible for utility charges on and after the date of Closing. Any deposits made by Seller with utility companies shall be returned to Seller. Purchaser shall be responsible for making all arrangements for the continuation of utility services and the payment of the charges therefor. In the event that annual utility costs are reconciled after Closing by any utility providers, Seller shall be responsible for the total amount of utility costs applicable to the period prior to Closing. This obligation shall expressly survive the Closing.

(c) If the amount of any prorated item is not known at Closing, the parties agree that such items shall be prorated at Closing upon the basis of the best information available and shall be adjusted when the actual amount(s) of such items are known, with appropriate charges and credits to be made. In the event any adjustment pursuant to the foregoing sentences, after the Closing Date, shall be necessitated, then either party hereto who is entitled to additional monies shall invoice the other party for such additional amounts as may be owing, and such amount shall be paid within ten (10) days from receipt of the invoice.

(d) Costs to be Paid by Seller. Seller shall be charged the following from Seller's proceeds at Closing:

- (i) the cost of: the title examination, the Commitment, and one-half (1/2) of the premium for the base Title Policy;
- (ii) all transfer taxes and conveyance fees on the sale and transfer of the Property;
- (iii) one-half (1/2) of the escrow fee and one-half (1/2) the reasonable closing fees charged by Title Company;
- (iv) the commission due to Colliers International, as described in Section 12 below; and
- (v) the fees and expenses of Seller's attorney(s).

(e) Costs to be Paid by Purchaser. At Closing, Purchaser shall be charged the following:

- (i) the cost of recording the Deed;

- (ii) one-half (1/2) of the premium for the base Title Policy, and the cost of any extended coverage or endorsements thereto;
- (iii) one-half (1/2) of the escrow fee and one-half (1/2) the reasonable closing fees charged by Title Company;
- (iv) the cost of the Survey, if obtained;
- (v) all costs and expenses of Purchaser's financing, including the filing of all documents necessary to complete such financing;
- (vi) all costs incurred by Purchaser pursuant to its due diligence or other activities related to the Property; and
- (vii) the fees and expenses of Purchaser's attorney(s).

7. Closing and Possession.

(a) Closing. The transaction contemplated herein shall be closed at the office of the Escrow Agent at such time and on such date as may be agreed upon by Purchaser and Seller; provided, however, that the closing shall occur on or before 4:00 PM (EST) on the thirtieth (30th) day after the expiration of the Due Diligence Period. The time and date of such closing are respectively referred to herein as the "Closing" and the "Closing Date". At Closing, the Escrow Agent shall:

- (i) deliver the Deed to Purchaser by filing it for record in the public records of the jurisdiction in which the Property is located;
- (ii) pay to Seller the Purchase Price less any credits to which Purchaser is entitled, and disburse the Earnest Money Deposit to Seller;
- (iii) issue the Title Policy to Purchaser; and
- (iv) charge Seller and Purchaser for the closing costs as set forth in Section 6 above and the prorations provided herein pursuant to a closing statement mutually agreed upon by Seller and Purchaser. Seller shall deliver exclusive possession of the Property to Purchaser at Closing, except for the rights of any parties under the Permitted Exceptions.

(b) Seller's Closing Deliveries. To facilitate the Closing, Seller shall deliver to the Escrow Agent the following:

- (i) the Deed;
- (ii) a certificate and affidavit of non-foreign status;
- (iii) a completed 1099-S request for taxpayer identification number and certification and acknowledgment;
- (iv) a title affidavit reasonably required by the Title Company that will enable Purchaser to obtain the Title Policy free of any general exception for either mechanics' or materialmen's liens or parties in possession;
- (v) satisfactory evidence that all necessary corporate, partnership, or other action on the part of Seller has been taken with respect to the execution and delivery of this Agreement and the completion of Closing, including resolutions of Seller authorizing the sale of the Property pursuant to this Agreement and the authority of the officer executing the closing documents on behalf of Seller;
- (vi) a settlement statement with respect to the Closing; and
- (vii) such other closing documents as may be reasonably necessary to consummate the transactions contemplated herein.

(c) Purchaser's Closing Deliveries. To facilitate the Closing, Purchaser shall deliver to the Escrow Agent the following:

- (i) a settlement statement with respect to the Closing; and

- (ii) such other closing documents as may be reasonably necessary to consummate the transactions contemplated herein.

Unless otherwise provided herein, all documents and funds necessary for Closing shall be deposited in escrow at least two (2) business days prior to the Closing Date.

8. Condition of Property.

(a) "As-Is" Condition. **EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN THE DEED, PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT AS OF CLOSING PURCHASER WILL HAVE THOROUGHLY INSPECTED AND EXAMINED THE STATUS OF TITLE TO THE PROPERTY AS WELL AS THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT PURCHASER DEEMS NECESSARY TO FULLY AND THOROUGHLY EVALUATE THE PURCHASE OF THE PROPERTY. PURCHASER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT AND THE DEED, PURCHASER IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PHYSICAL CONDITION OF THE PROPERTY BY PURCHASER AND THAT PURCHASER IS PURCHASING, AND AT CLOSING WILL ACCEPT, THE PROPERTY ON AN "AS IS," "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE; EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT AND THE DEED THAT EXPRESSLY SURVIVE CLOSING. PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO AGREEMENT WITH PURCHASER TO ALTER, REPAIR, OR OTHERWISE IMPROVE, THE PROPERTY.** The foregoing waiver and release shall be set forth in the Deed and shall be binding upon all future owners and occupants of the Property.

Except as specifically set forth in this Agreement and the Deed, Purchaser acknowledges and agrees that it has not (and shall not) rely upon any statement or information from whomsoever made or given (including, but not limited to, any broker, attorney, agent, employee or other person representing or purporting to represent Seller) directly or indirectly, verbally or in writing, and Seller is not and shall not be liable or bound by any such statement or information.

Except as specifically set forth in this Agreement and the Deed, Seller specifically disclaims any representation, warranty or guaranty with respect to the Property, express or implied, including, but not limited to, any representation or warranty as to the Property's condition, fitness for a particular purpose, quality, freedom from defects or contamination (whether or not detectable by inspection), compliance with zoning or other legal requirements or as to the availability or existence of any utility or other governmental or private services or as to the amount of taxes assessed to the Property.

(b) Covenants of Seller Pending Closing.

- (i) From and after the expiration of the Due Diligence Period through the Closing Date, without the express prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed, Seller shall not enter into any contracts for services or otherwise that may be binding upon the Property or upon Purchaser, or create any easements or licenses on or in respect of the Property, or initiate any legal action in connection with the Property.
- (ii) From the Effective Date through the Closing Date, Seller shall continue to operate the Property in substantially the same manner as Seller has prior to the Effective Date.

9. Due Diligence; Permits & Approvals.

(a) Seller's Due Diligence Material. Within five (5) business days after the Effective Date, Seller will deliver to Purchaser, as and if available, copies of certain information to facilitate Purchaser's due diligence review of the Property ("Due Diligence Material"). Seller, however, shall not be required to update the Due Diligence Material (but will provide a copy of any update that occurs during the Due Diligence Period) or provide any such Due Diligence Material that is not in Seller's custody or control. The Due Diligence Material shall include, if any, the latest survey

of, Seller's title insurance commitment (or owner's policy, if available) for, and, if available, a Phase I environmental report and any geotechnical reports applicable to, the Property.

(b) Inspections and Reports: Review of Commitment and Survey. During the ninety (90) day period commencing on the day after the Effective Date (the "Due Diligence Period"), Seller shall permit Purchaser and Purchaser's representatives to enter the Property at any time for the purpose of conducting inspections and investigations reasonably required by Purchaser in order to determine the suitability of the Property for Purchaser's purposes (collectively, the "Inspections"). During the Due Diligence Period, pursuant to Section 4 herein, Purchaser shall also review the status of title to the Property as set forth in the Commitment and all matters relating to the Survey. Purchaser shall promptly repair any damage to the Property attributable to the conduct of the Inspections, and shall promptly return the Property to substantially the same condition as existed prior to the conduct thereof. Purchaser shall cause copies of all information and written materials obtained or generated by Purchaser's Inspections, including any tests and environmental studies conducted of the Property ("Reports"), to be delivered to Seller upon issuance thereof without cost to Seller.

If the results of the Inspections or the content of the Due Diligence Materials or the Reports are not acceptable to Purchaser, Purchaser, in its sole discretion, may terminate this Agreement by providing written notice to Seller prior to the expiration of the Due Diligence Period, in which event the Escrow Agent shall refund the Earnest Money Deposit to Purchaser and neither of the parties hereto shall have any further rights or obligations hereunder except for obligations that specifically survive the termination of this Agreement. If Purchaser fails to terminate this Agreement prior to the expiration of the Due Diligence Period, Purchaser shall be deemed to have waived any right to terminate based upon the Inspections or Reports, and the Earnest Money Deposit shall remain applicable to the Purchase Price at Closing but shall become nonrefundable to Purchaser for any reason other than Purchaser's failure to obtain its Approvals as described in Subsection 9(c) below, or Seller's failure to convey the Property to Purchaser at Closing in accordance with the terms of this Agreement.

Purchaser hereby agrees to indemnify, defend, protect and hold harmless Seller from and against any losses, liabilities, damages, costs or expenses incurred by Seller as a result of Purchaser's exercise of the right of inspection granted under this Section, except to the extent caused by Seller or related to the presence of pre-existing Hazardous Substances on the Property that is not spread or aggravated by Purchaser. Purchaser acknowledges and agrees that any such Inspections conducted by Purchaser or Purchaser's agents and representatives shall be solely at the risk of Purchaser. In the event Purchaser or its agents desire to enter onto the Property or to perform any invasive testing on the Property, Purchaser or such agents, as the case may be, shall carry commercial general liability insurance covering all activities conducted by Purchaser, its agents, contractors and engineers on the Property. Such insurance shall have limits of not less than One Million Dollars (\$1,000,000.00) for personal injury to or death of any one person, Two Million Dollars (\$2,000,000.00) for personal injury to or death of any number of persons in any one accident and One Million Dollars (\$1,000,000.00) for property damage, and shall name Seller as an additional insured. All the obligations of Purchaser under this Section shall survive Closing or the termination of this Agreement for a period of two (2) years.

(c) If, upon expiration of the Due Diligence Period, Purchaser elects to proceed with its proposed purchase of the Property, Purchaser shall have an additional ninety (90) days (the "Approval Period") to make further inquiry, apply for, and obtain approvals and permits in respect of zoning, permitting, signage, traffic, health safety matters, and other governmentally regulated or directed land uses or controls affecting the Property and Purchaser's Intended Use (all of which shall be referred to together, as Purchaser's "Approvals"). Purchaser shall make application for its Approvals within the first thirty (30) days of the Approval Period. If, despite Purchaser's continuous, diligent, and good faith efforts, Purchaser is unable to obtain its Approvals for reasons that are not reasonably within Purchaser's control (such as compliance with existing planning, zoning, and architectural-review requirements and guidelines), Purchaser, in its sole discretion, may terminate this Agreement by written notice given to Seller prior to the expiration of the Approval Period, in which event the Escrow Agent shall refund the Earnest

Money Deposit to Purchaser and neither of the parties hereto shall have any further rights or obligations hereunder except for obligations that specifically survive the termination of this Agreement.

Seller agrees to use its best efforts to assist Purchaser in its Due Diligence activities, and to cooperate in good faith with Purchaser in making application for and obtaining the Approvals, provided, however, that Seller shall not be obligated to incur additional expense or assume additional liabilities in so assisting Purchaser.

(d) Confidentiality. Purchaser agrees that it shall treat the Due Diligence Material and all Reports as confidential materials and shall not disclose any portion thereof except: (i) to the extent necessary in connection with its evaluation of the Property; (ii) to the extent required by law; (iii) to Purchaser's attorneys, architects, planners, and mortgage lender(s) or investors, if any, involved in the transaction contemplated by this Agreement; or (iv) with the express written consent of Seller. Notwithstanding any provision in this Agreement to the contrary, neither Purchaser nor Purchaser's agents shall contact any governmental authority regarding Purchaser's discovery of any Hazardous Substances (as hereinafter defined) on, or any environmental conditions at, the Property without Seller's prior written consent thereto. In addition, if Seller's consent is obtained by Purchaser, Seller shall be entitled to receive at least five (5) business days prior written notice of the intended contact and to have a representative present when Purchaser has any such contact with any governmental official or representative. For the purposes of this Agreement, the term "Hazardous Substances" shall have the same definition as is set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq. (the "Superfund Act"); provided, however, that the definition of the term "Hazardous Substances" shall also include (if not included within the definition contained in the Superfund Act) petroleum and related byproducts, hydrocarbons, radon, asbestos, urea formaldehyde and polychlorinated biphenyl compounds.

10. Representations and Warranties. As used herein with respect to Seller, the term "knowledge" shall mean only the actual, current, conscious and not constructive, imputed or implied knowledge of the officer, members or employee of Seller with the most knowledge and experience pertaining to Seller's ownership and operation of the Property. Anything herein to the contrary notwithstanding, such designee shall not have any personal liability or obligation whatsoever with respect to any of the matters set forth in this Agreement or any of the Seller's representation herein being or becoming untrue, inaccurate or incomplete in any respect.

(a) By Seller. Seller represents and warrants to Purchaser that:

- (i) Seller is a duly organized and validly existing an Ohio limited liability company.
- (ii) Seller has the capacity and authority to execute this Agreement and perform the obligations of Seller under this Agreement. All action necessary to authorize the execution, delivery, and performance of this Agreement by Seller has been taken and such action has not been rescinded or modified.
- (iii) The execution and delivery of this Agreement and performance by Seller will not conflict with or result in a violation of, or breach of, or constitute a default under, any law or administrative regulation or any of the terms, conditions or provisions of any judgment, decree, loan agreement, bond, note, resolution, indenture, mortgage, deed of trust or other agreement or instrument to which it is a party and which affects the Property.
- (iv) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code.
- (v) Seller has no current, actual knowledge of any Hazardous Substances on or under the Property in unlawful amounts or stored in an unlawful manner, or any underground storage tanks. Seller has no current, actual knowledge that the Property has ever been used as a cemetery, native American burial ground, landfill or for purposes of sanitary waste disposal.
- (vi) Seller has received no notice and has no knowledge of the pending or threatened condemnation of any part of the Property or any easement on the Property.
- (vii) Seller has no knowledge or notice of any current violation of law concerning the ownership, use, operation or maintenance of the Property.

If any representation or warranty by Seller is not accurate as of the Closing Date, Purchaser, as its sole and exclusive remedy, shall have the right to terminate this Agreement, and treat such inaccuracy as a default by Seller

in accordance with Subsection 11(a) below. Each of the representations and warranties of Seller contained in this Agreement is made as of the Effective Date and shall merge in the Deed and shall not survive the Closing.

(b) By Purchaser. Purchaser represents and warrants to Seller as of the Effective Date that:

- (i) Purchaser is duly created and validly existing pursuant to the laws of the jurisdiction of its organization and is duly qualified to do business in the jurisdiction in which the Property is situated if and to the extent that such qualification is required.
- (ii) Purchaser has the capacity and authority to execute this Agreement and perform the obligations of Purchaser under this Agreement. All action necessary to authorize the execution, delivery, and performance of this Agreement by Purchaser has been taken, and such action has not been rescinded or modified. Upon the execution of this Agreement, this Agreement will be legally binding upon Purchaser and enforceable against Purchaser in accordance with all its provisions. The person signing this Agreement on behalf of Purchaser has been duly authorized to sign and deliver this Agreement on behalf of Purchaser.
- (iii) None of the funds to be used for payment by Purchaser of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "USA Patriot Act").

If any representation or warranty of Purchaser is not accurate as of the Closing Date, Seller, as its sole and exclusive remedy, shall have the right to terminate this Agreement, and treat such inaccuracy as a default by Purchaser in accordance with Subsection 11(b) below.

Each party shall fully disclose to the other, immediately upon becoming aware of its occurrence, any change in facts or circumstances of which a disclosing party becomes aware prior to the Closing Date that may affect the representations and warranties set forth above. All representations and warranties of each party to the other shall not merge with the deed and shall survive closing and delivery of the deed for a period of 24 months after the date of the deed.

11. Default.

(a) Seller Default. Notwithstanding any provision in this Agreement to the contrary, if Closing does not occur by reason of a material default by Seller which continues for ten (10) days after written notice from Purchaser, then Purchaser shall have the right, as its sole and exclusive remedy, to either:

- (i) terminate this Agreement, in which event Purchaser shall receive a refund of the Earnest Money Deposit and neither of the parties hereto shall have any further rights or obligations hereunder except for obligations that specifically survive the termination; or
- (ii) sue Seller for specific performance.

Purchaser hereby waives all other remedies, including the right to sue Seller for damages, except that Purchaser shall have the right to sue Seller for actual, direct damages arising from the intentional breach of a warranty by Seller or for any materially false and misleading representation that is discovered after closing during the 24 month survival period provided above in Section 10.

(b) Purchaser Default. Notwithstanding any provisions of this Agreement to the contrary, if Purchaser fails to close this transaction for reasons other than Seller's default or the failure of any of the express conditions to Purchaser's performance, then this Agreement shall terminate, and the Earnest Money Deposit shall be delivered to Seller as agreed-upon liquidated damages as Seller's sole remedy. Seller and Purchaser acknowledge that: (i) it would be impossible to accurately determine Seller's damages in the event of Purchaser's default; (ii) the Earnest Money Deposit is fair and equitable; and (iii) Seller expressly waives the right to exercise all other rights available at law or in equity. The limitation of damages set forth herein shall not apply to any indemnities, covenants, or

obligations of Purchaser that expressly survive either the termination of this Agreement or Closing, for which Seller shall be entitled to all rights and remedies available at law or in equity.

12. Brokers. Purchaser and Seller each represent and warrant that they have not been represented by any broker in the sale of the Property other than Colliers International ("Broker"), and no commissions or fees are due to any other broker or finder by reason of either party's actions in this matter. Seller shall pay Broker pursuant to a separate commission agreement. Purchaser and Seller shall each be responsible for all liability, if any, for any broker or finder fees payable with respect to the sale of the Property that are attributable to its actions. Seller and Purchaser shall and do each hereby indemnify, defend and hold harmless the other from and against the claims, demands, actions and judgments of all brokers, agents and other persons or entities alleging a commission, fee or other payment to be owing due to their respective dealings, negotiations or communications in respect of this Agreement or the purchase and sale of the Property. The indemnity obligations in this Section shall survive the termination of this Agreement or the Closing.

13. Eminent Domain. In the event of a partial or total taking of the Property by eminent domain, or if notice of intent of a taking or a sale in lieu of taking is received by Seller or Purchaser at or prior to the Closing, Purchaser shall have the right, to be exercised within thirty (30) days after notice of such taking by written notice to Seller, to terminate this Agreement, in which event Purchaser shall receive a refund of the Earnest Money Deposit, and neither of the parties hereto shall have any further rights or obligations hereunder except for obligations that specifically survive termination of this Agreement. In the event this Agreement is not terminated, Purchaser shall consummate this transaction on the Closing Date and Purchaser shall be entitled to participate in any such condemnation or eminent domain proceedings and to receive all proceeds attributable to any portion of the Property to be conveyed to Purchaser.

14. Casualty. If prior to the Closing Date, more than ten percent (10%) of the improvements comprising any part of the Property, are destroyed by fire or other casualty, Seller shall notify Purchaser in writing of such fact (which writing shall detail the amount of insurance recoverable) and Purchaser shall have the option to terminate this Agreement upon notice to Seller given within twenty (20) days after Purchaser's receipt of Seller's written notice aforesaid. Upon such termination, the Escrow Agent shall return the Earnest Money Deposit to Purchaser, this Agreement shall terminate, and neither party shall have any further obligation or liability to the other. In the event Purchaser does not so elect to terminate this Agreement as aforesaid, or there is damage to or destruction of less than ten percent (10%) of the Property, Seller shall assign to Purchaser any insurance claims and the amount of any deductible shall be subtracted from the Purchase Price and Purchaser shall acquire the Property pursuant to this Agreement without any other reduction in the Purchase Price.

15. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio without regard to rules regarding conflicts of laws, and the parties hereto agree that, provided the amount in controversy meets the Court's threshold criteria, the State courts situated in Summit County, Ohio shall have jurisdiction and shall be a proper venue for the settlement of any dispute arising hereunder.

(b) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Agreement may be executed by digital signature and/or executed and delivered by electronic copy or via facsimile, which such electronic copy, facsimile, or digital signature and delivery shall be valid and binding the same as if original documents were delivered. Each party executing and delivering electronic or facsimile copies agrees to thereafter promptly deliver originals to the other party upon request.

(c) Entire Agreement. This Agreement, together with the attached exhibit(s), contains all the terms and conditions of the agreement between the parties hereto, and any and all prior and contemporaneous oral and written agreements are merged herein.

(d) Modifications and Waivers. This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any party, be waived orally. Changes and waivers can only be made in writing, and the change or waiver must be signed by the party against whom the change or waiver is sought to be enforced. Any

waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

(e) Parties Bound. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, successors, and assigns of the parties hereto.

(f) Assignment. Purchaser may not assign its rights and obligations under this Agreement without Seller's prior written consent; provided, however, at and concurrently with a Closing hereunder, Purchaser may assign its rights and obligations under this Agreement without the consent of Seller, provided and on the condition, that:

- (i) Purchaser shall have given Seller written notice of the assignment and the identity of the assignee at least seven (7) days prior to Closing;
- (ii) Purchaser or a principal of Purchaser shall own a controlling interest in the assignee; and
- (iii) such assignee shall have assumed Purchaser's obligations hereunder by a written instrument of assumption in form and substance reasonably satisfactory to Seller.

Notwithstanding any such assignment, Purchaser shall nevertheless remain liable for all of Purchaser's obligations hereunder.

(g) Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed given when made by personal delivery, sent by registered or certified mail, postage prepaid, return receipt requested, next or second business day by delivery by a nationally recognized overnight courier, addressed as follows, or facsimile followed by another permitted means of delivery. Notice shall be deemed given on the date on which the notice is received by a party in the case of personal delivery or facsimile, the date on which it is deposited in the U.S. Mail, in the case of mail, or on the next or second (whichever is applicable) business day immediately following receipt by the courier, in the case of an overnight courier:

If to Seller: RT8-Highland Associates L.L.C.
c/o Cedarwood Development, Inc.
Attn: Legal Department
3200 West Market Street, Suite 200
Fairlawn, OH 44333
330-836-9971
330-865-9567 (facsimile)

If to Purchaser: Express Wash Property Holdings L.L.C.
Express Wash Operations L.L.C.
Attn: Forrest Peters and Kyle Poyer
5821 Fairview Rd, Suite 400
Charlotte, NC 28209
(850)225-0072
(919)760-7577 (Facsimile)

(h) Section Headings. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

(i) Severability. If one or more of the provisions of this Agreement or the application thereof shall be invoked, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or any other application thereof shall in no way be affected or impaired.

(j) Time of the Essence. The parties agree that time is of the essence and that the failure of a party hereto to perform any act on or before the date specified herein for performance thereof shall be deemed cause for the termination hereof by the other party, without prejudice to other remedies available for default hereunder. The period of time during which a party is prevented or delayed in performance of in the fulfilling any obligation required hereunder due to delays caused by fire, catastrophe, strikes or labor trouble, civil commotion, acts of God,

governmental prohibitions or regulation, pandemic, inability or difficulty to obtain materials or other events or circumstances not within the reasonable control of such party, whether similar or dissimilar to any of the foregoing, shall be added to said party's time for performance thereof (individually and collectively, events of "force majeure"), and said party shall have no liability by reason of such delays, provided, however, that if any such delay continues for more than sixty (60) days, either party may terminate this Agreement by written notice to the other. Upon the occurrence of an event of force majeure, the non-performing party shall utilize commercially reasonable efforts to minimize damages and resume performance and shall furnish the other party with periodic reports regarding progress of such efforts. Notwithstanding anything herein to the contrary, a party's financial hardship or inability to pay shall not be considered an event(s) of force majeure for purposes of this Subsection.

(k) Back-up Offers. Purchaser understands and acknowledges that, prior to Closing, Seller may enter into back-up agreements to sell the Property in the event that Purchaser fails to purchase the Property, provided that no back-up offer may adversely affect Purchaser's rights hereunder.

(l) Confidentiality. In addition to the confidentiality provisions of Section 9(c) above, without the prior written consent of the other party, neither Seller nor Purchaser will disclose to any person, other than its legal counsel, prospective lender, governmental official (pursuant to application for and pursuit of the Governmental Approvals), or provider of any of the Reports or other Inspections, any of the terms or conditions of this Agreement or other facts with respect thereto, including the status thereof; provided, that either party hereto may make such disclosure if compelled by court order or to comply with the requirements of any law, governmental order or regulation.

(m) Further Action. The parties hereto shall at any time, and from time to time on and after the Closing Date, upon the request of either, do, execute, acknowledge and deliver all such further acts, deeds, assignments and other instruments as may be reasonably required for the consummation of this transaction.

(n) Construction. This Agreement shall not be construed more strictly against one party than against the other merely by the fact that it may have been prepared by counsel for one of the parties hereto, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement.

(o) No Recording. Neither this Agreement nor any memorandum or short form thereof may be recorded by Purchaser.

(p) Third Party Beneficiary. The provisions of this Agreement are not intended to benefit any parties other than Seller and Purchaser.

(q) Enforcement. If either party hereto shall engage an attorney in connection with any action or proceeding to enforce this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its reasonable litigation expenses to the fullest extent permitted by law. In the event a different party is the prevailing party on different issues, the litigation expenses shall be apportioned in proportion to the value of the issues decided for and against the party.

(r) Tax Deferred Exchange. The Property may be a part of a tax-deferred exchange to Seller and/or Purchaser. If so requested by either party (the "Exchanging Party"), the other party (the "Accommodating Party") will cooperate in structuring and completing this transaction for the Exchanging Party as necessary to effect a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, provided, however, that the Exchanging Party shall notify the Accommodating Party and the Title Company of such fact within a reasonable time prior to the Closing. Any such exchange shall contemporaneously close with the Closing and in the event any such exchange should fail to occur for whatever reason, the sale of the Property shall nonetheless be consummated. The Accommodating Party will consent to the assignment by the Exchanging Party prior to the Closing hereunder of its rights hereunder to a "qualified intermediary" or other third party for such purposes. The foregoing notwithstanding, in connection with any such exchange, neither party shall have any obligation to acquire title to any real property nor to enter into any contract: (i) that may create or impose upon such party any non-monetary obligation or negative covenant; (ii) that does not provide that the sole and exclusive remedy of any seller for a breach shall be to retain as liquidated damages the deposit paid to said seller; or (iii) that requires such party to execute any mortgage, deed of trust or similar financing instrument. It is further agreed that: (1) neither party shall assume any responsibility for the tax consequences to any other party arising out of any exchange effected pursuant to this Section; (2) the Exchanging Party shall reimburse the Accommodating Party for all additional costs and

expenses (including reasonable attorney's fees) incurred by such Accommodating Party in connection with any such exchange; and (3) the Exchanging Party shall indemnify and hold the Accommodating Party harmless from and against any and all loss, cost, damage, expense or other liability (including reasonable attorneys' fees) that such Accommodating Party may incur or suffer in the performance of its obligations under this Section.

(s) Business Day. As used herein, a business day shall mean any day other than Saturday, Sunday or other day that commercial banks in the State in which the Property is located are authorized or required to close under applicable law. If the expiration of any time period hereunder, including, without limitation, the Due Diligence Period and the Cure Period shall expire on a Saturday, Sunday or legal holiday, then such time period shall be extended until the close of business on the next following business day.

(t) Offer and Acceptance. This Agreement shall constitute an offer ("Offer") by the party first executing this Agreement (the "Offeror") to the other (the "Offeree"), and the Offer shall remain open for acceptance by the Offeree until 5:00 p.m. EST on the later of August 6, 2021, or such other date as may be specified in writing by the Offeror. For the Offer to be validly accepted, one (1) original counterpart of this Agreement, fully executed on behalf of Offeree, must be delivered to Offeror at the address set forth in Section 15(g) hereof prior to the expiration of the Offer. If such delivery is not completed by the required date and time, the Offer shall be deemed withdrawn and of no further force and effect.

(u) Termination Prior to Closing. Except as may otherwise be set forth herein, if this Agreement is terminated by a party in accordance with the terms and provisions hereof prior to Closing:

- (i) each party shall pay any cost for the Commitment, Survey, and other services of the Title Company and Escrow Agent that are incurred or accrued prior to the receipt by the Escrow Agent of the notice of termination, in conformance with the allocation of such costs and fees set forth in Section 6 above; and
- (ii) within Ten (10) days after the date Purchaser receives Seller's notice of termination, or the date Purchaser forwards notice of termination to Seller, as the case may be, Purchaser shall return or forward to Seller the Due Diligence Material and all copies thereof in its possession or control, together with copies of the Survey and all Reports obtained by or on behalf of Purchaser.

(v) OFAC. Each of Seller and Purchaser represents and warrants to the other that, to its knowledge, none of its officers, directors, shareholders, partners, members or associates, and no other direct or indirect holder of any equity interest in it is an entity or person: (i) that is listed in the Annex to, or is otherwise subject to the provisions of United States Presidential Executive Order 13224 issued on September 24, 2001, as amended ("Executive Order"); (ii) whose name appears on the U.S. Department of the Treasury, Office of Foreign Assets Control's ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, www.treas.gov/ofac/); (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in the Executive Order; or (iv) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in clauses (i) through (iv) above are herein referred to as a "Prohibited Person"). Each of Seller and Purchaser covenants and agrees to use commercially reasonable efforts to ensure that, prior to Closing or the termination of this Agreement, neither it nor any of its officers, directors, shareholders, partners, members or associates, and no other direct or indirect holder of any equity interest in it will: (a) conduct any business, or engage in any transaction or dealing with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person; or (b) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended ("Patriot Act"). On request by the other party from time to time prior to Closing or the termination of this Agreement, each of Seller and Purchaser further covenants and agrees promptly to deliver to the other any certification or other evidence reasonably requested by the other party to confirm that, to the requested party's actual, current knowledge, no violation of this Section has occurred.

16. Repurchase Option. Purchaser, in consideration of the sum of Ten and no/100 Dollars (\$10.00) received of Seller (the "Option Fee"), grants Seller, effective only upon Closing, the exclusive option and right (the "Repurchase Option") to re-purchase the Property, conditioned solely upon the failure of Purchaser, or its successor in interest

to the Property, to obtain a building permit and commence the pouring of foundation footers within two (2) years after the Closing Date, subject to force majeure as defined in Section 15(j) above. The Option Fee is hereby deemed by the parties to be non-refundable consideration to Purchaser for the grant of the Repurchase Option. If Purchaser, or its successor in interest to the Property, shall fail to obtain a building permit and commence the pouring of foundation footers during the first two (2) years after the Closing Date, Seller may exercise the Repurchase Option for a period of ninety (90) days commencing at 12:00 am on the first day following the last day of said 2-year period (the "Exercise Period") by giving written notice to Purchaser at Purchaser's notice address set forth herein. If Purchaser does commence construction by both obtaining a building permit and commencing the pouring of foundation footers during the Exercise Period and prior to such Seller giving such written notice of exercise of the Repurchase Option, then the Repurchase Option shall be deemed waived. It is understood and agreed that time is of essence as to the terms and conditions of this Section. If Seller does not exercise the Repurchase Option by the time and date specified in the preceding sentence, then Seller's Repurchase Option shall, immediately after the passing of such time on said date, terminate.

In the event Seller exercises the Repurchase Option, Seller shall close its repurchase on or before the 60th day following delivery of its exercise notice to Purchaser unless extended by the mutual consent of both parties. Closing shall be held through an escrow agent selected by Seller. At Closing Seller shall pay Purchaser the Purchase Price set forth in Section 2(a) of this Agreement by cash or equivalent, less Seller's actual, documented transactional costs expended in processing its re-purchase of the Property, including, but not limited to, attorney's fees, filing fees, the cost of recording the deed, and title insurance premiums for a basic Owner's Policy of title insurance.

This Section shall survive the Closing and, at Seller's option, a memorandum hereof may appear in the Deed, or be separately recorded by either party in the public records of Summit County, Ohio.

(the balance of this page is intentionally blank, signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates specified below.

EXPRESS WASH PROPERTY HOLDINGS L.L.C., a Delaware limited liability company

By: _____

Printed Name: Kyle Poyer

Title: Chief Financial Officer

Date: July 29, 2021

SELLER:

RT8-HIGHLAND ASSOCIATES L.L.C., an Ohio limited liability company

By: Loxahachee & 441 Associates, L.L.C., Its Managing Member

By: _____
Andrew R. Duff, Vice President & Secretary

Date: Aug 2, 2021

APPROVALS	
BUSINESS <u>KLP</u>	LEGAL <u>ADTB</u>
DATE: <u>8-2-21</u>	DATE: <u>8-2-21</u>

ESCROW CONSENT AND ACKNOWLEDGEMENT

Receipt of the Earnest Money Deposit referenced in Section 2(b) of this Agreement is hereby acknowledged this ___ day of _____, 2021. The undersigned agrees to hold and deliver the Earnest Money Deposit and any other deposits made hereunder, in accordance with the terms of this Agreement. The undersigned further agrees to act as the Escrow Agent and the Title Company for the transaction described herein pursuant to the terms and conditions hereof.

ESCROW AGENT & TITLE COMPANY

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "A"

Legal Description of the Property

Situated in the City of Macedonia, County of Summit and State of Ohio and known as being part of Original Northfield Township Lot No. 27 and being part of Sublots No.s 10, 11 and 12 of the Leonard and Wallace Unrecorded Subdivision and being further bounded and described as follows:

Commencing at a one inch iron pin monument found at the intersection of the centerlines of South Bedford Road (C. H. 113) (60 feet wide) and East Highland Road (C. H. 111) (width varies);

Thence North 89° 33' 34" West, along the centerline of said East Highland Road to the southwesterly corner of a parcel of land now or formerly owned by Macedonia Hospitality LLC, Permanent Parcel No. 3303808, Document No. 56350405 of the Summit County Records, a distance of 1371.21 feet;

Thence North 01° 34' 29" West, along a westerly line of said Macedonia Hospitality LLC lands, 150.56 feet to an iron pin set at an angle point therein;

Thence South 89° 32' 06" East, along a southerly line of said Macedonia Hospitality LLC lands, 20.01 feet to an iron pin set at an angle point therein;

Thence North 01° 34' 29" West, along a westerly line of said Macedonia Hospitality LLC lands, 76.62 feet to an iron pin set a new division line and the **Principal Place of Beginning** of the parcel of land herein described;

Thence North 89° 33' 34" West, along a new division line, a distance of 249.36 feet to an iron pin set on the easterly line of Northfield Road {S.R. 8} (width varies);

Thence North 17° 24' 28" West, along said easterly line of said Northfield Road a distance of 36.33 feet to an iron pin set at an angle point therein;

Thence North 23° 07' 07" West, continuing along an easterly line of said Northfield Road a distance of 130.85 feet to an iron pin set at a southwesterly corner of said Macedonia Hospitality LLC lands;

Thence South 89° 38' 39" East, along a southerly line of said Macedonia Hospitality LLC lands, a distance of 307.34 feet to an iron pin set at an angle point therein;

Thence South 01° 34' 29" East, along a westerly line of said Macedonia Hospitality LLC lands, a distance of 155.08 feet to the **Principal Place of Beginning** and containing 0.9836 acres of land, more or less, but subject to all legal highways and easements of record. The intent is to describe a parcel split from parcel #3303809 as recorded in Document No. 56314958 of Summit County Deed Records.

The basis of bearings is State Plane Ohio North Coordinate System NAO 83. This description prepared in November 2017 and surveyed by Atwell, LLC under the supervision of Alex E. Marks, Professional Surveyor #8616, in September 2015. All iron pins set are 5/8 inch diameter rebar, 30 inches long with a plastic "Atwell" cap.

12872 7/27/17
KRISTEN M. SCALISE CPA, CFE
 Summit County Fiscal Officer
 \$ Esmt Fee \$ 0 Consideration
 Transferred Transfer not
 necessary
 by VB Deputy Fiscal Officer
 in compliance with ORC 319.202

TNN
 Descriptions Approved by Tax Maps
 Approval Good for 30 days from: 7-27-17
 AD NF/34

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT ("Easement") is made and entered into this 27 day of July, 2017, by and between **MANLAW INVESTMENT COMPANY, LTD**, an Ohio limited liability company (successor-in-interest to Manlaw Investment Company, HTTA Manlaw Investment Co.) ("Grantor") and **RT8-HIGHLAND ASSOCIATES, L.L.C.**, an Ohio limited liability company (the "Grantee").

Recitals:

A. Grantor is the owner of that certain real property located in the City of Macedonia, County of Summit, and State of Ohio, more particularly described in the Trustee's Deed recorded in Vol. OR1695, Page 1029 in the Summit County Record of Deeds (the "Grantor's Property").

B. Grantee is the owner of that certain real property located in close proximity to the Grantor's Property and more particularly described in the Quit Claim Deed recorded in Vol. OR213, Page 550 in the Summit County Record of Deeds (the "Grantee's Property").

C. On March 3, 1989, John-Mahi, Inc., the predecessor-in-interest of Grantee, Marathon Petroleum Company and Motel 6 Operating L.P. entered into an Access Easement Agreement recorded on March 8, 1989 in Vol. OR213, Page 535 in the Summit County Record of Deeds ("Original Easement"), whereby the predecessor-in-interest of Grantee, as owner of both the Grantor's Property and Grantee's Property, granted access rights to both Marathon Petroleum Company and Motel 6 Operating L.P. for the benefit of their respective property.

D. The predecessor-in-interest of Grantee subsequently sold the Grantor's Property without reserving an access right to the Grantee's Property, which access right was in use by the predecessor-in-interest of Grantee to access the Grantee's Property at the time of the Original Easement as the predecessor-in-interest of Grantee was the record owner of both the Grantor's Property and the Grantee's Property.

E. In order to continue to provide vehicular access to Grantee's Property, Grantor desires to grant to Grantee, and Grantee desires to obtain from Grantor, an easement for ingress and egress purposes over that portion of Grantor's Property described on Exhibit A attached hereto, which portion is the same easement area described in the Original Easement ("Easement Area").

B First American - Akron Commercial Order No. 2224385

DOC # 56314959

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

Grantor hereby grants, gives and conveys to Grantee for the benefit of Grantee's Property, an easement for ingress and egress for vehicular and pedestrian traffic, over and across the Easement Area to and from the public street known as East Highland Road.

This Easement is granted subject to the following additional terms and conditions:

1. **BUILDING RESTRICTION/PARKING.** Both parties agree that no buildings or other structures shall be constructed on the Easement Area by Grantor or Grantee, nor shall Grantor cause any excavating or filling to be done which, in the reasonable judgment of Grantee, would impair Grantee's exercise of the rights granted by this Easement. Grantor agrees not to obstruct, in any way, the Easement Area, including, but not limited to, the parking of any vehicles, which would impair Grantee's full use of the Easement Area.

2. **TITLE.** Grantor covenants with Grantee that Grantor is the owner of the Easement Area and has full power to convey the rights conveyed by this Easement. Grantor warrants and will defend the same against the claims of all persons subject, however, to real estate tax assessments which are a lien, but not yet due and payable, easements, covenants, restrictions of record which do not interfere with the use of the Easement Area for Grantee's intended purposes. Grantor represents it does not have a mortgage lien currently filed of record against the Grantor's Property.

3. **MAINTENANCE.** In accordance with the terms of that certain Access Easement Agreement recorded in Vol. OR213, Page 535 ("Easement 1"), and in accordance with the terms of that certain Access Easement Agreement recorded in Vol. OR213, Page 541 ("Easement 2"), the Grantor, as owner of the Grantor's Property, shall be responsible to reimburse the successor-in-interest to Motel 6 Operating L.P. (as defined in Easement 1 and Easement 2), one-half of the 41% (or 20.5%) (as described in Easement 1 and Easement 2) of all the out-of-pocket expenses reasonably incurred by Motel 6 Operating L.P. in the maintenance and repair of Easement 1 and Easement 2 (which area includes the Easement Area), pursuant to the terms contained in Easement 1 and Easement 2. The Grantee shall be responsible to reimburse the successor-in-interest to Motel 6 Operating L.P. (as defined in Easement 1 and Easement 2), for the other 20.5% of the 41% reimbursement as set forth in Easement 1 and Easement 2. Notwithstanding the foregoing, until the earlier of (i) ten (10) years from the date of the recording of this Easement; or (ii) the commencement of construction on the Grantor's Property (which shall mean at the time any excavation or construction activity commences on the Grantor's Property); or (iii) the transfer of all or any portion of the Grantor's Property to a non-related third party, the Grantee shall be responsible for the entire 41% reimbursement obligation as set forth in Easement 1 and Easement 2.

4. **NO PUBLIC DEDICATION.** Nothing in this Easement shall be constructed as a gift, grant or dedication of the Easement Area for general public use as a road or any public purpose, and neither Grantor nor the Grantee shall take any action that would cause the Easement Area to be dedicated for public use.

5. **INDEMNITY/INSURANCE.** Each party agrees to hold the other harmless from and against damage or injury to persons or property which arises from the use of the Easement Area

DOC # 56314959

Page 2 of 6
7/27/17 10:52 AM Recording Fee: \$ 80.00
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer



by such party and its guests, visitors and invitees. The owner of the Grantor's Property, and the owner of the Grantee's Property, agree to indemnify, defend and hold harmless the other and each other's property and the improvements located thereon from all loss, cost, damage, liability and expense (including reasonable attorneys' fees and expenses), resulting from the assertion of any mechanics', materialmen's or other liens. Each respective property owner agrees to maintain policies of public liability insurance issued by reputable companies in amounts and on policy terms customary for the type of improvements located on each property. Each property owner releases the other from any liability for any loss or damage of the type provided by said insurance, and grants to the other, on behalf of any insurer providing such insurance, a waiver of any right of subrogation which any insurer of any property owner might acquire against the other by virtue of payment of any loss covered by such insurance.

6. **CONDEMNATION.** In the event the whole, or any part, of the Easement Area is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, the Grantee shall not share in any award, compensation or other payment made by reason of the taking of any portion of the Easement Area, and such award, compensation or other payment will belong entirely to the owner of Grantor's Property, and such property owner shall have no further liability to the other party for the loss of such easements, or portions thereof, located on the portion so taken.

7. **MISCELLANEOUS.** The words "Grantor" and "Grantee" shall include heirs, executors, administrative successors and assigns, as the case may be, including, but not limited to, all future owners of the Grantor's Property and Grantee's Property, it being intended that this Easement shall run with the land. This Easement shall be construed in accordance with Ohio law and shall not be amended or modified unless in writing executed by both parties and recorded in the Public Records of Summit County, Ohio.

Grantee joins in the execution of this Easement to acknowledge Grantee's acceptance of the terms and conditions of this Easement relating to the Easement Area.

IN WITNESS WHEREOF, the parties have executed this Easement on the day and year first above written.

GRANTOR:

Manlaw Investment Company, LTD.

By: *Jeffrey E. Soclof*

Its: *Member*

STATE OF OHIO)
) SS:
COUNTY OF)

BEFORE ME, a Notary Public in and for said county and state, personally appeared *Jeffrey E. Soclof* the *Member* of Manlaw Investment Company, LTD., an Ohio limited liability company, who acknowledged that she/he did execute the foregoing instrument on behalf of said limited liability company and the same was his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this *19* day of July, 2017.

Cindy L Carney
Notary Public
Print Name: *Cindy L Carney*



Cindy L. Carney
Notary Public
State of Ohio
My Commission Expires *2/14/2020*

GRANTEE:
RT8-Highland Associates, L.L.C.

By: _____

Its: _____

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said county and state, personally appeared Alan W. Sponseller the Vice President of RT8-Highland Associates, L.L.C., who acknowledged that he did execute the foregoing instrument and the same was his free act and deed.
ALAN W. SPONSELLER

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as of this 25 day of July, 2017.

Sandra Fry

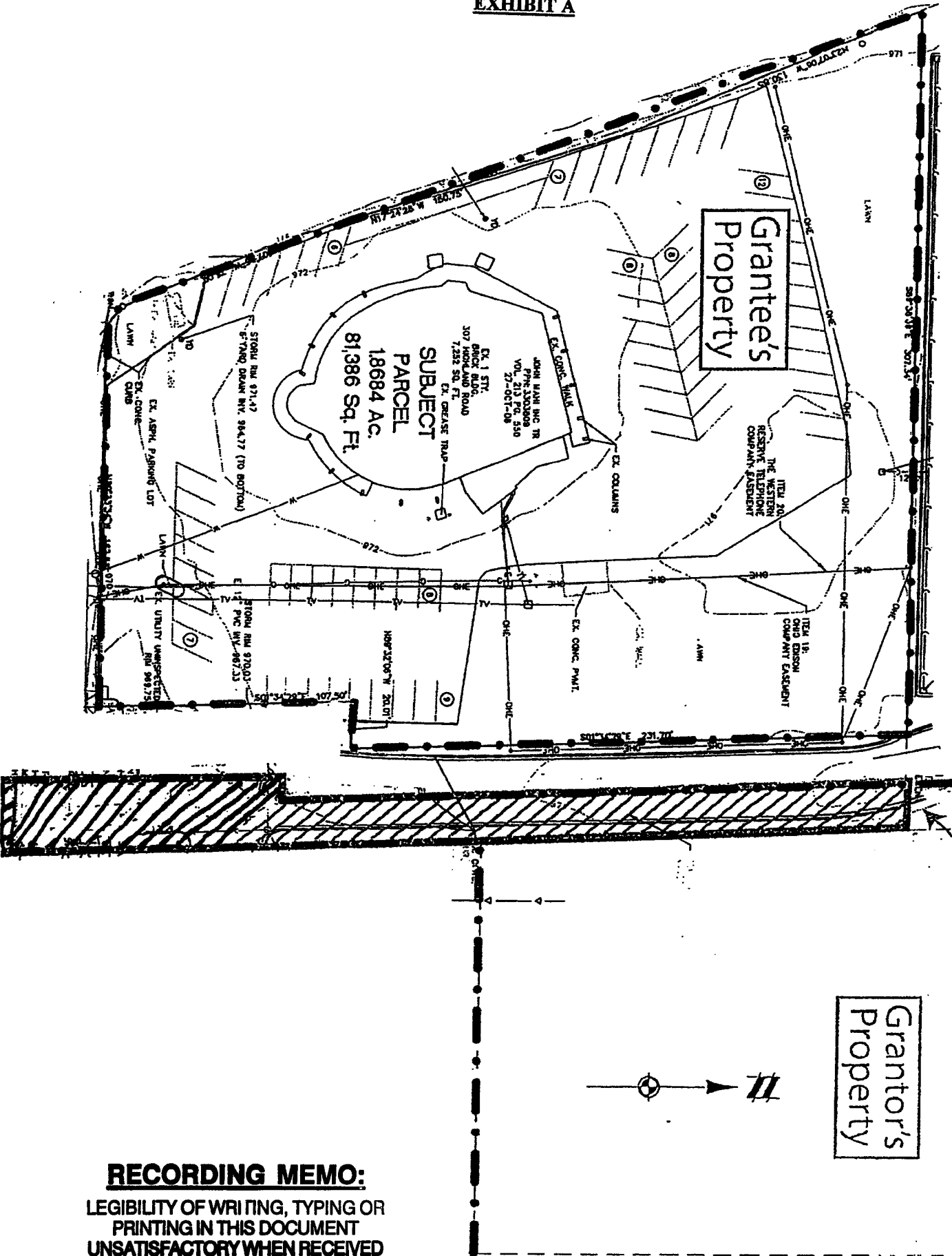
Notary Public
Print Name: SANDRA FRY



SANDRA FRY
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
June 14, 2021

This Instrument Prepared By:
John M. Coyne, III, Esq.
Roetzel & Andress
A Legal Professional Association
222 S. Main Street
Akron, Ohio 44308
(330) 376-2700
9944070_2

EXHIBIT A



Page 6 of 6
 7/27/17 10:52 AM Recording Fee: \$ 80.00
 Kristen M. Scallise, CPA, CFE, Summit County Fiscal Officer

DOC # 56314959

Easement Area

Grantor's Property

RECORDING MEMO:
 LEGIBILITY OF WRITING, TYPING OR
 PRINTING IN THIS DOCUMENT
 UNSATISFACTORY WHEN RECEIVED



November 18, 2021

City of Macedonia, OH
Planning & Zoning Commission
Macedonia Building Department
9691 Valley View Road
Macedonia, Ohio 44056

To whom it may concern:

This letter is to authorize Bob Johnson & Conrad Palumbo of MDM Services, Inc. to act as authorized agent for Magnolia Wash Holdings & all their subsidiaries. To execute all permit applications, signatures, and permit submittals on behalf of Magnolia Wash Holdings & all their subsidiaries. To submit and discuss the project and any comment response or revisions required by the jurisdictional authority.

If you have any questions, please contact MWH at (850) 225-0072.

Sincerely,

Please reference the company operating org chart as well as the omnibus consent documents

included. Sincerely,

Forrest Peters

Vice-President, Development & Integration Magnolia Wash Holdings

State of: FL

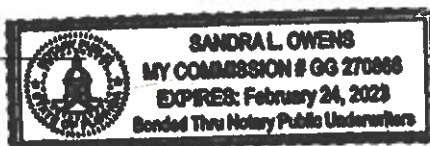
County of: Polk

The foregoing instrument was acknowledged before me this 18th day of November 2021,
By Forrest Peters who is personally known to me or has produced _____ as
identification, who did/did not take an oath.

Signature - Notary Public

My Commission Expires: _____

Number: _____



Sandra Owens
Print Notary's Name

5821 Fairview Rd., Ste. 400, Charlotte, NC 28209



November 18, 2021

To: City of Macedonia OH. - Planning & Zoning Commission,

Magnolia Wash Holdings, LLC is the owner and operator of the Wave Wash business located at the following addresses and currently under construction:

Brimfield Express Wash, LLC
135 Tallmadge Rd, Kent, OH 44240

Magnolia Wash Holdings, LLC whose entity filing name is Express Wash Operations, LLC (DE), and Express Wash Property Holdings, LLC (DE) are both owned by Express Wash Acquisitions Company, LLC (DE).

The proposed Wave Wash business to be located at 307 Highland Rd., Macedonia OH 44056 will have a new OH LLC, called Macedonia Express Wash, LLC and an operating agreement with Express Wash Operations, LLC (DE).

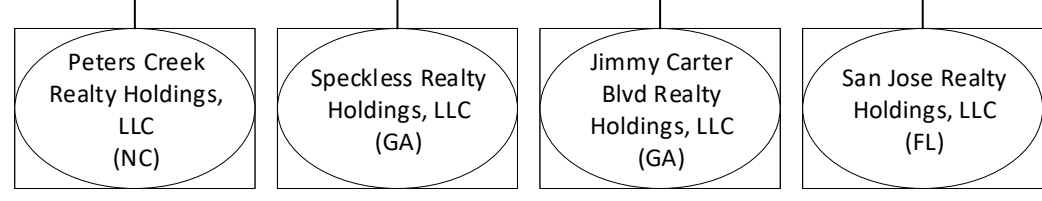
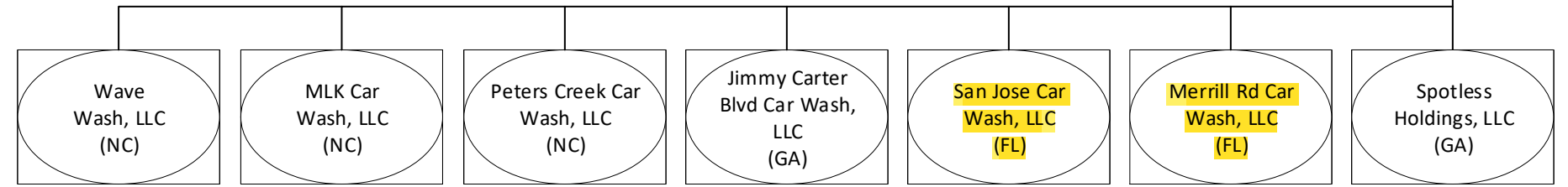
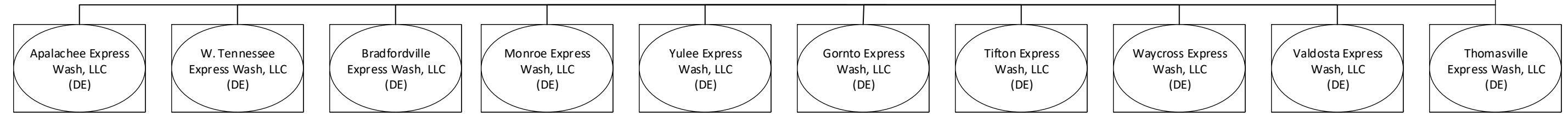
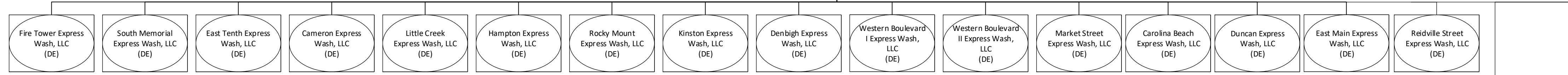
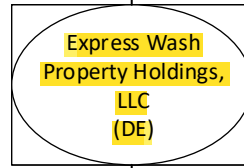
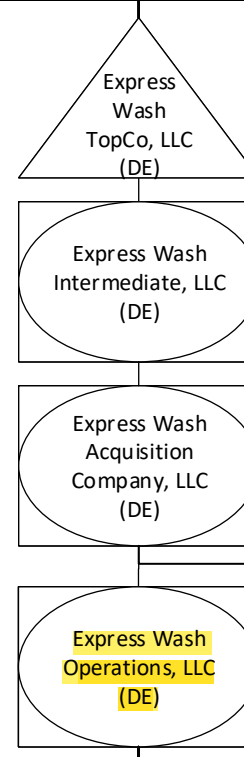
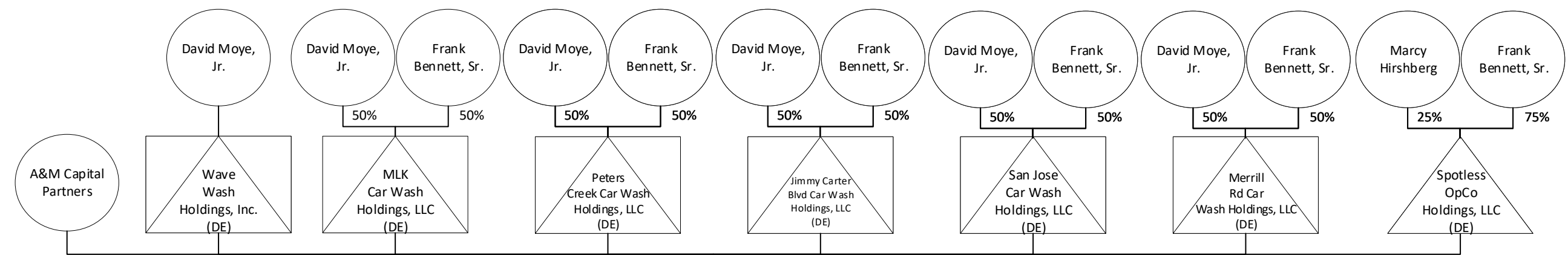
Please reference the company operating org chart as well as the omnibus consent documents included.

Sincerely,

Forrest Peters

A handwritten signature in black ink, appearing to read "Forrest Peters", written over a large, faint, light blue circular watermark of the Magnolia logo.

Officer & Vice-President, Development & Integration
Magnolia Wash Holdings



MDM Services, Inc.

1055 Kathleen Rd.
 Lakeland, FL 33805
 863/646-9130
 863/648-1106

Letter of
 Transmittal

To: Bob Johnson

Job # 21160

Date: 11/18/21

800 W. Shiawassee St. Lansing,
 Michigan 48915

Attention: Planning & Zoning Commission
 Phone:

307 Highland Rd., Macedonia Oh 44056

RE: Magnolia Carwash - Macedonia

We are sending you:

Shop Drawings

Enclosed

Prints

Via

Plans

Copies	Date	Number	Description
x2	11/18/21		11x17 S&S Site/Civil plans
x1	11/18/21		Flash drive - digital plans + all other documents
x2	11/18/21		P&Z Commission application packet
x2	11/18/21		Express Wash - Omnibus Consent
x2	11/18/21		Express Wash Limited Liability Agreement
x2	11/18/21		PSA Contract - Macedonia
x1	11/18/21		LOA - Magnolia Wash - Agent status
x2	11/18/21		Magnolia Wash OH - Operating Agreement
x2	11/18/21		Magnolia Wash - Org. Chart
x2	11/18/21		x2 Easement Agreements & recorded docs

These are transmitted as checked below:

For Approval Approved as submitted Other

For your use Approved as noted For bid use

Remarks: If you have any questions or concerns please contact me at 863-646-9130 ext 114 or email me at conrad@mdmservices.com.

Copy to: [File](#)

Signed: [Conrad Palumbo](#)

IF ENCLOSURES ARE NOT AS NOTED, PLEASE ADVISE US IMMEDIATELY

OR 213- 542

ID:290
2/21/89

ACCESS EASEMENT AGREEMENT

AGREEMENT made this 31 day of March, 1989, between Motel 6 Operating L.P., a Delaware Limited Partnership ("Grantor") and John-Mahi, Inc., and Marathon Petroleum Company ("Grantees").

WHEREAS, the parties own adjoining commercial real estate and it is their desire to exchange some of their respective rights in their estate.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Grantor hereby grants to Grantees a non-exclusive easement for the purpose of ingress and egress to and from the public street known as East Highland Road, said easement is specifically described in Exhibit "A", attached hereto for all purposes.

This easement shall be referred to herein as the "Access Easement". Said Access Easement is located within the boundaries of the Grantor's property. Neither Grantor nor Grantees shall obstruct, impede or interfere with the other in the reasonable use of such Access Easement. The parties shall share to cost of periodic maintenance and repair of said easement on the following basis; Grantor accepts responsibility to maintain entire Access Road, John-Mahi, Inc. will reimburse Grantor for forty-one percent (41%) of the out-of-pocket expense reasonably incurred by Grantor in such maintenance and repair. It is the intention of the parties that the access road be maintained in good condition and to provide for a smooth surface such as those customary in similar commercial developments located in Macedonia, Ohio area.

Grantor and Marathon Petroleum Company agree that there shall be a curb cut and access road constructed onto Marathon's property directly opposite from the entrance to Grantor's motel as shown as added details drawn on Grantor's Development Plans, Geometric Site Plan C1.1 dated 10/88. Grantor shall pay all costs involved in the construction of said curb cut and access drive.

In the event either party does not fully and completely comply with the rights outlined herein, causing the other party to incur expense to clarify or obtain said rights from others, the party at fault shall hold harmless and reimburse the prejudiced party for said expenses, including reasonable attorney fees.

T.N.N.
3-8-89

This agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

WITNESSES:

James B. Henschel
David C. Sy

Motel 6 L.P., a Delaware Limited Partnership
By: Motel 6 G.P., Inc.
Managing General Partner



BY: Russell D. Miller, Jr.
Russell D. Miller, Jr.
Its: Vice President, Development

AGREED AND ACCEPTED:

Jean K. Nash
Wileen Workman

John-Mahi, Inc., ~~Trustee~~
BY: Alma General Holaki
Its: President of John-Mahi, Inc.

Charles P. Martin
William

Marathon Petroleum Company
BY: R.F. White
Name: R.F. WHITE
Title: V.P. - MARKETING, U.S.



STATE OF TEXAS
COUNTY OF DALLAS

On March 1, 1989, before me the undersigned, a Notary Public in and for said State, personally appeared Russell D. Miller, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President - Development ~~Marathon~~, of Motel 6 G.P., Inc. the corporation that executed the within instrument on behalf of Motel 6 Operating L.P.

WITNESS my hand and official seal.



Donna L. Schaefer
Notary Public, Donna L. Schaefer

DR 213-540

OR 213- 544

STATE OF OHIO
COUNTY OF ~~HANCOCK~~ CUYAHOGA

BEFORE ME, a Notary Public in and for said county, personally appeared JOHN-MAHI, INC. ^{BY} Maria Papouras - Volakis its President- Treasurer who acknowledged that he did sign this instrument and the same is the free act and deed of such corporation and of him as said officer.

IN WITNESS WHERE, I have hereunto set my hand and official seal at Cleveland, Ohio, this 3d day of March, 1989.

Jean H. Nash
Notary Public

JEAN H. NASH, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 14783 R.C.

STATE OF OHIO
COUNTY OF HANCOCK

BEFORE ME, a Notary Public in and for said county, personally appeared MARATHON PETROLEUM COMPANY, by E.E. White, its VICE-PRESIDENT, who acknowledged that he did sign this instrument and the same is the free act and deed of such corporation and of him as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at FINDLAY, Ohio, this 27th day of FEBRUARY, 1989.

03295

Douglas P. Martin
Notary Public

DOUGLAS P. MARTIN
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES APR. 17, 1992

TRANSFER NOT NECESSARY
SEC. 21.1202 REV. CODE COMPLIED WITH
EXEMPT
Consideration
JAMES B. McCARTHY BY J. Tolera
County Auditor Deputy Auditor

TRANSFER NOT NECESSARY
MARCH 8 89
James B. McCarthy County Auditor

PRO TITLE AGENCY, INC.

4995E

PRO TITLE AGENCY, INC.
10000
CLEVELAND, OHIO 44115



*Ref. to summit
to grant*

EXHIBIT "A"

424 Middle Avenue • P.O. Box 89 • Elyria, Ohio 44036

Job No. 88-356
February 7, 1989
EASEMENT ON 2.2979 ACRE PARCEL

Situated in the City of Macedonia, County of Summit, State of Ohio, being known as part of Sublot No. 10 in the Leonard and Wallace Unrecorded Subdivision of part of Original Northfield Township Lot No. 27, said parcel being more definitely described as follows:

Beginning at a nail set in the centerline of East Highland Road (60 feet wide) at the southwesterly corner of land conveyed to Marathon Oil Company as recorded in Volume 4633, Page 159 of Summit County Deed Records; said point being North 85° 32' 06" West, a distance of 1312.42 feet from a monument found at the intersection of the centerline of East Highland Road and South Bedford Road (60 feet wide);

Thence North 85° 32' 06" West in the centerline of East Highland Road, a distance of 30.02 feet to a point; said point is the principal place of beginning;

Thence North 85° 32' 06" West in the centerline of East Highland Road, a distance of 30.02 feet to a point;

Thence North 2° 25' 31" East, a distance of 150.00 feet to a point;

Thence South 85° 32' 06" East, a distance of 20.01 feet to a point;

Thence North 2° 25' 31" East, a distance of 231.70 feet to a point;

Thence South 85° 31' 16" East, a distance of 20.01 feet to a point;

Thence South 2° 25' 31" West, a distance of 261.69 feet to a point;

Thence North 85° 32' 06" West, a distance of 10.00 feet to a point;

Thence South 2° 25' 31" West, a distance of 120.00 feet to the principal place of beginning.

OR 213-545

OR 351- 092

COUNTY OF SUMMIT
RECEIVED & RECORDED

MAIL TO:

528734
O.R. 371 PG. 92-94

83 OCT 20 PM 1:12
10⁰⁰

*Pro Title Agency, Inc.
130 W. Summit St.
Hudson, OH 44236*

DOCUMENT NUMBER

OFFICIAL RECORD
(DO NOT REMOVE FROM RECORD)



EXHIBIT 19



City of Macedonia
Building, Engineering, Zoning & Planning Dept.

The Crossroads of Northeast Ohio

9691 Valley View Road °Macedonia, Ohio 44056

330 / 468-8360 ° Fax: 330 / 468-8396

**APPLICATION FOR HEARING BEFORE THE
MACEDONIA PLANNING COMMISSION**

ALL PLANS FOR SUBMITTAL MUST BE FOLDED. NO ROLLED PLANS WILL BE ACCEPTED.

DATE OF APPLICATION: 11/29/2021

LOCATION OF PROPERTY INVOLVED: Macedonia Gateway, 500 East Aurora Road

NATURE OF REQUEST: Planning Commission rereview of exterior design

APPLICANT NAME & PHONE: Craig Wasserman 216 524-8400

APPLICANT ADDRESS: CUPKOVIC architecture, 6060 Rockside Woods Blvd N, Independence, OH

APPLICANT EMAIL ADDRESS: cwasserman@cuparc.com

APPLICANT SIGNATURE: Craig Wasserman

Digitally signed by Craig Wasserman
DN: C=US, E=cwasserman@cuparc.com, O=CUPKOVIC
architecture llc, CN=Craig Wasserman
Date: 2021.11.30 06:40:13-0500

NOTES: Resubmittal of exterior design

MEETING DATE: 12/20/2021 **FILING FEE:** \$1,650 sent under separate cover

Deadline for submitting applications is 21 DAYS prior to meeting date. When applying for a hearing, please furnish THIRTEEN sets of sketches, maps, drawings, descriptions, or photographs of the property in question. THIRTEEN copies of the site plan are required. PLANS MUST BE FOLDED, NOT ROLLED. No rolled plans will be accepted. If new construction is involved, a landscape and signage plan should be prepared. This application is for the purpose of scheduling and planning the time of the Macedonia Planning Commission. It is the Commission's desire to serve each applicant with a minimum of delay.

PLEASE NOTE: PERMIT FEES ARE NOT INCLUDED IN THE FILING FEE. ADDITIONAL FEES MAY BE REQUIRED.

The Macedonia Planning Commission meets on the 3rd Monday of each month.

Make checks payable to:
City of Macedonia

Please submit plans to:
Macedonia Building Department
9691 Valley View Rd.
Macedonia, OH 44056

RECEIVED

DEC 01 2021

CITY OF MACEDONIA
BUILDING DEPARTMENT

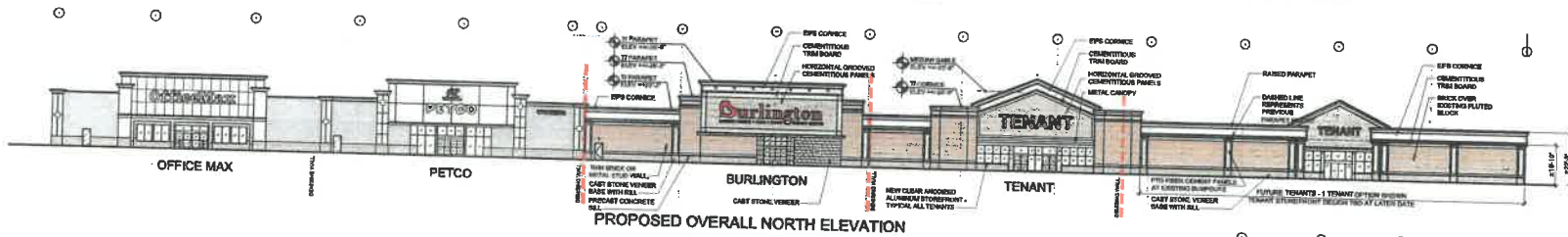
MACEDONIA GATEWAY
MACEDONIA, OH



ENLARGED ELEVATION

PROFILE OF BUILDING FACADE

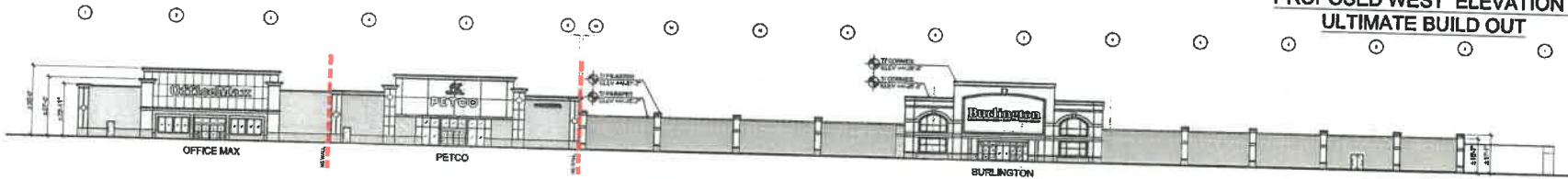
LINE OF BUILDING
LINE OF OVERHANG
LINE OF CURB



PROPOSED OVERALL NORTH ELEVATION -
ULTIMATE BUILDOUT



PROPOSED WEST ELEVATION -
ULTIMATE BUILD OUT



EXISTING ELEVATION

0 20' 40' 100'
UNITS

OVERALL ELEVATIONS

NOVEMBER 29, 2021
20-031

Design information herein is property
of CUPKOVIC architecture, llc
Architect

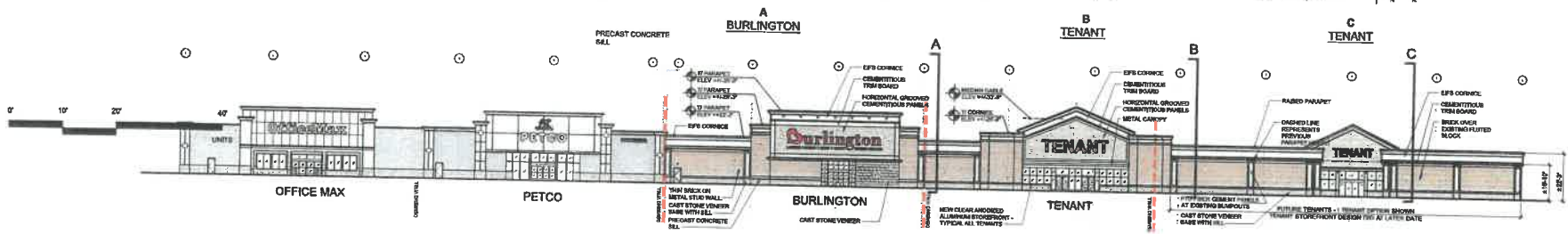
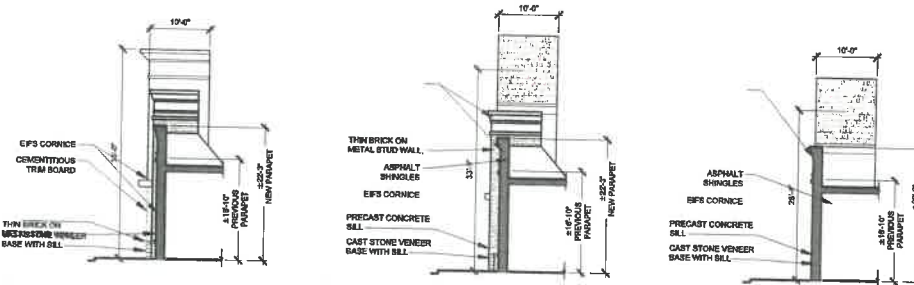


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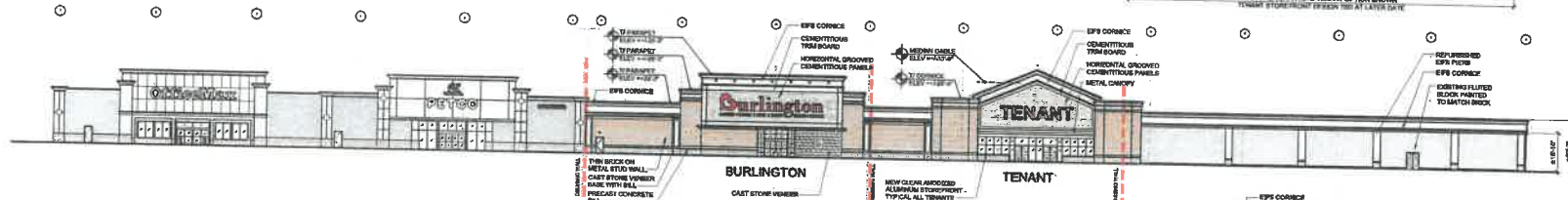
DEC 01 2021

CITY OF MACEDONIA
BUILDING DEPARTMENT

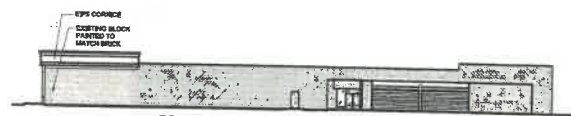
MACEDONIA GATEWAY
MACEDONIA, OH



PROPOSED OVERALL NORTH ELEVATION



PROPOSED OVERALL NORTH ELEVATION -
INITIAL BUILD OUT



PROPOSED WEST ELEVATION -
INITIAL BUILD OUT

OVERALL ELEVATIONS

Design information herein is property
of CUPKOVIC architecture, llc
Architect

NOVEMBER 29, 2021
20-031

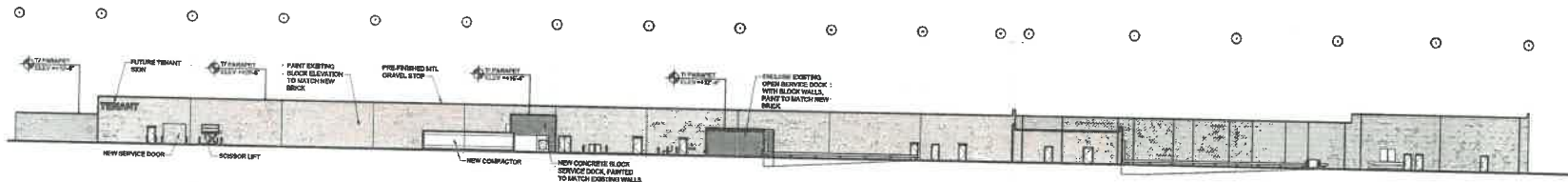


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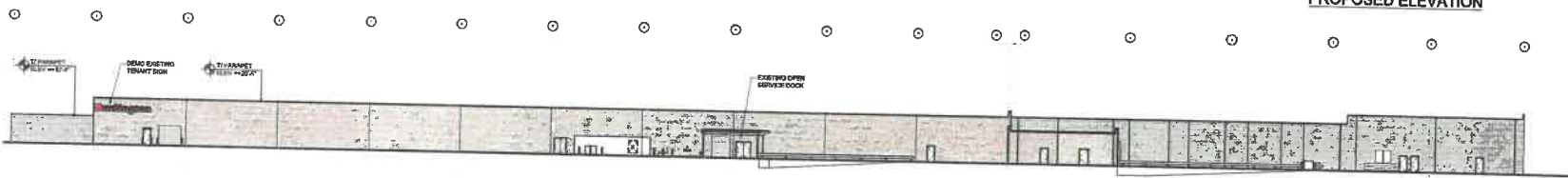
DEC 01 2021

CITY OF MACEDONIA
BUILDING DEPARTMENT

MACEDONIA GATEWAY
MACEDONIA, OH



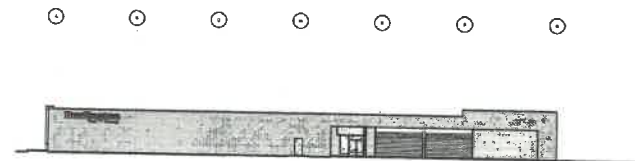
PROPOSED ELEVATION



EXISTING ELEVATION



EXISTING VIEW FROM ROUTE 8



EXISTING ELEVATION



OVERALL SIDE & REAR ELEVATIONS

NOVEMBER 29, 2021
20-031

Design information herein is property
of CUPKOVIC architecture, llc
Architect

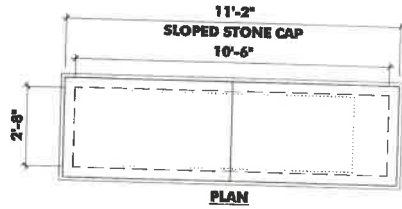


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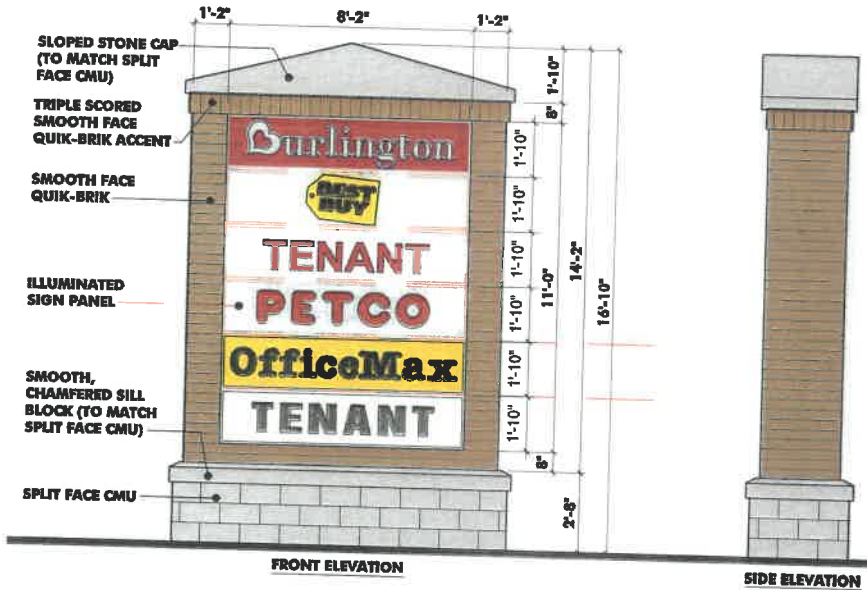
DEC 01 2021

CITY OF MACEDONIA
BUILDING DEPARTMENT

MACEDONIA GATEWAY
FACADE RENOVATION



SIGN AREA CALCULATIONS	
LOT FRONTAGE:	1,400 L.P.
MAX. ALLOWABLE HEIGHT (per certain zoning)	16'-0"
ACTUAL HEIGHT PROVIDED	16'-10"
ALLOWABLE DISTANCE FROM RIGHT-OF-WAY = HEIGHT	16'-0"
ACTUAL SETBACK PROVIDED	16'-0"
ALLOWABLE SIGN AREA:	140 S.F.
ACTUAL SIGN AREA PROVIDED	139 S.F.

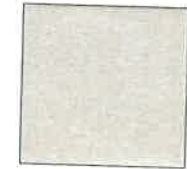


EXISTING MONUMENT SIGN
(6 SLOTS)

NOTE: EXISTING STRUCTURE/MATERIALS TO REMAIN, TENANT SIGN PANELS ARE NEW.



HARDIE FIBER CEMENT
SQUARE CHANNEL SIDING
9" EXPOSURE
COLOR: PAINTED
SW7507 STONE LION



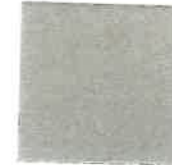
EIFS
STO
COLOR: FRENCH VANILLA



THIN BRICK
GLEN GERY
COLOR: SUNSET WIRE CUT



BRICK
GLEN GERY
COLOR: SUNSET WIRE CUT



CAST STONE
ROCKCAST CHAMFERED
COLOR: BUFFSTONE SMOOTH



MAPES CANOPY
COLOR: ANODIZED ALUMINUM



HIGH DEFINITION
ASPHALT SHINGLES



PAINT
COLOR: MATCH BRICK



PAINT
COLOR: SW7507 STONE LION

Design information herein is property of CUPKOVIC architecture, llc Architect

PROPOSED PYLON SIGN AND BUILDING MATERIALS

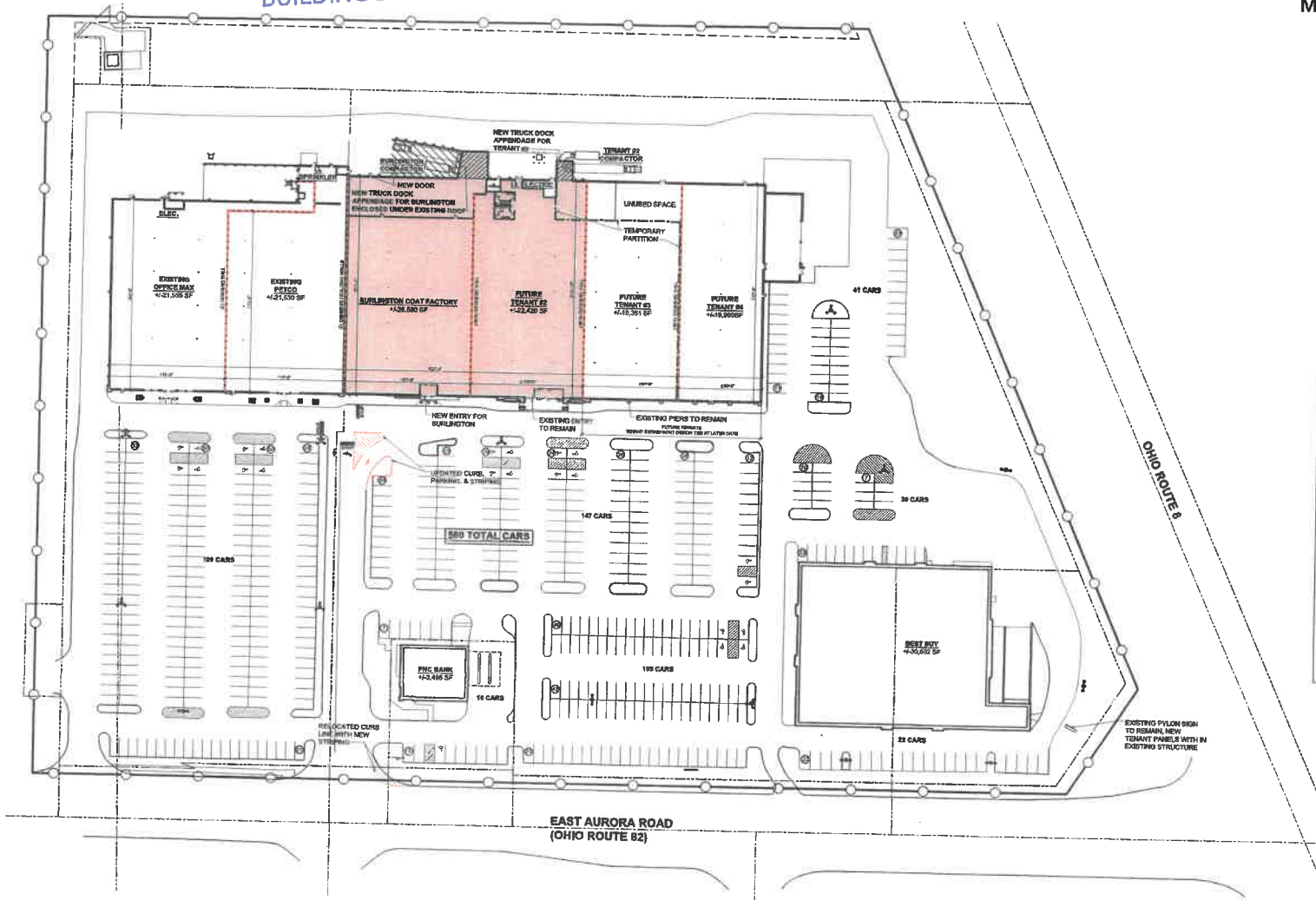
NOVEMBER 29, 2021
20-031

RECEIVED

DEC 01 2021

CITY OF MACEDONIA
BUILDING DEPARTMENT

MACEDONIA GATEWAY MACEDONIA, OH



BUILDING AREAS

TENANT	SF
OFFICE MAX	21,555
PETCO	21,530
BURLINGTON COAT FACTORY*	26,590
FUTURE TENANT #2	22,420
FUTURE TENANT #3	19,351
FUTURE TENANT #4	19,960
SUB TOTAL	131,406

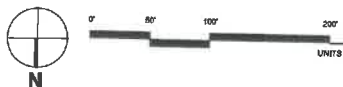
BEST BUY	30,662
PNC BANK	3,496
TOTAL	165,564

PARKING SUMMARY

PARKING PROVIDED	SPACES
OFF STREET	560
TOTAL	560

PARKING RATIO	SPACES PER 1000 SF
560 SPACES / 165.56 =	3.38

MACEDONIA REQUIRED RATIO	1 CAR / 250 sf
TOTAL BUILDING SF	165,564
SF REDUCED BY 20% FOR STORAGE PER 1171.11 (b)(2)	132,451
132,451 SF / 250 SF =	529 CARS REQUIRED
	560 CARS PROVIDED



SITE PLAN

NOVEMBER 15, 2021
20-031

Design information herein is property
of CUPKOVIC architecture, llc
Architect



City of Macedonia
The Crossroads of Northeast Ohio
 9691 Valley View Road • Macedonia, Ohio 44056
 (330) 468-8360 • FAX (330) 468-8396

Building/Engineering/Zoning/Planning Department

**APPLICATION FOR HEARING BEFORE THE
 MACEDONIA PLANNING COMMISSION**

All Plans for Submittal Must be **FOLDED**.
 No Rolled Plans will be Accepted.

Address of Property Involved: 613 E. Aurora Rd Macedonia OH 44056

Nature of Request: Signage Install

Applicant Name: Michele James/Archer Corp Phone: (330) 455-9995

Applicant Address: 1917 Henry Ave SW Canton OH 44706

Applicant Email Address: service@archersign.com

Applicant Signature: *Michele James* Date: 11/06/2021

Notes: Install of new monument cabinet on existing brick base and non illuminated wall sign on aluminum angle frame

Meeting Date: _____ Filing Fee: _____

Deadline for submitting applications is **21 DAYS** prior to the meeting date. When applying for a hearing, please furnish **THIRTEEN** sets of sketches, maps, drawings, descriptions, or photographs of the property in question. **THIRTEEN** copies of the site plans are required. **PLANS MUST BE FOLDED, NOT ROLLED.** No rolled plans will be accepted. If new construction is involved, the landscape and signage plan should be prepared. This application is for the purpose of scheduling and planning the time of the Macedonia Planning Commission. It is the Commissioner's desire to serve each applicant with a minimum of delay.

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Make checks payable to:
 City of Macedonia

Please submit plans to:
 Macedonia Building Department
 9691 Valley View Road
 Macedonia, Ohio 44056



2021



SITE RECOMMENDATION BOOK

IHOP # 3758

*613 E. Aurora Rd.
Macedonia, OH 44056*

QID# 21-56055

DESIGNER: *Greg Sloan*

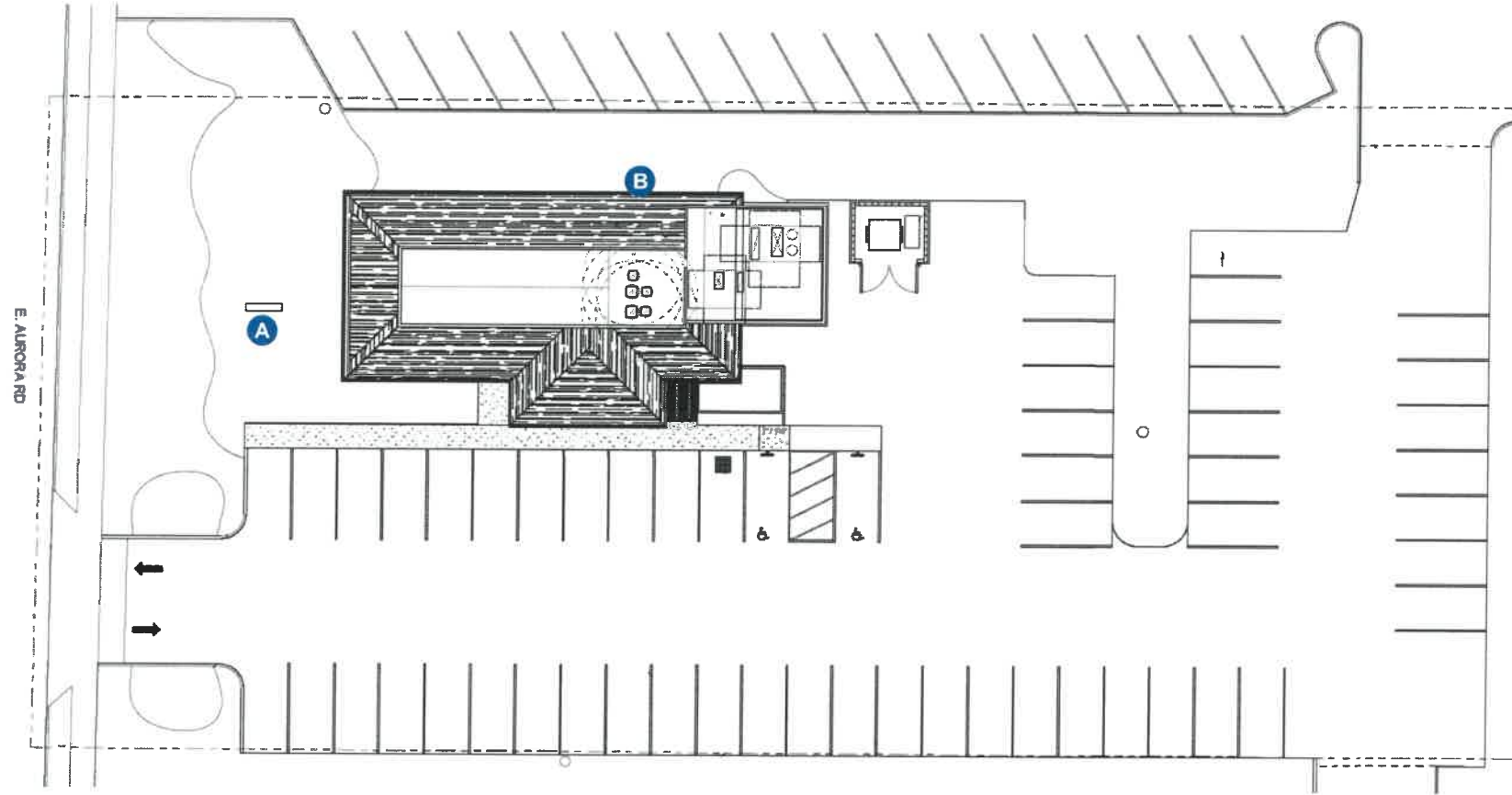
PM / SALES: *Mandy Rhoads*

Date: *8.17.2021*

REV. *9.10.2021*

SITE PLAN

- A** MONUMENT
- B** WALL SIGN



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 P 800 353 9132 • F 864 242 2204
 www.hiltondisplays.com

QID 21-56055

JOB NAME

IHOP #3758

LOCATION

**613 E. Aurora Rd.
 Macedonia, OH 44056**

CUSTOMER CONTACT

SALESMAN / PM

Mandy Rhoads

DESIGNER

Greg Sloan

DWG. DATE

8.17.2021

REV. DATE / REVISION

9.10.21

9.20.21 / GM

11-03-21 / GM

SCALE

FILE

**2021/IHOP/Locations/
 Macedonia OH/21-56055/
 IHOP Macedonia OH 21-56055**

DESIGN SPECIFICATIONS ACCEPTED BY:

EST. CLIENT:

SUSP. LANDLORD:

THE INTENT OF THIS DRAWING IS TO SHOW A CONCEPTUAL REPRESENTATION OF THE PROPOSED SIGNAGE. DUE TO VARIATIONS IN PRINTING DEVICES AND SUBSTRATES, THE FINISHED PRODUCT MAY DIFFER SLIGHTLY FROM DRAWING.

UL Underwriters Laboratories Inc.

DRY STAMP
 WET

M50 MONUMENT CABINET

IHOP-M50-FPF-GE-CAB-SC

Qty. x

CUSTOM MATCH PLATE

IHOP-PART #

Qty. 1

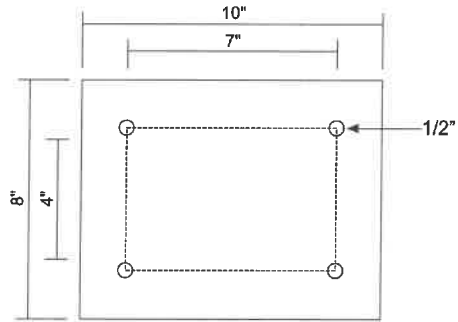
A



FRONT VIEW
SCALE: 1/2" = 1'-0"



SIDE VIEW



BASE PLATE
SCALE: 3" = 1'-0"

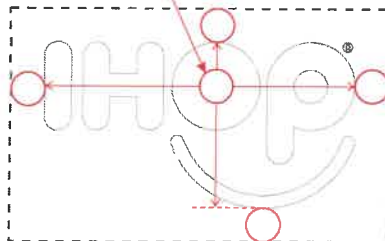


EXISTING

SPECIFICATIONS

- A** .063" aluminum cabinet painted to match PMS 285 C Blue
- B** Clear polycarbonate faces with second surface vinyl graphics.
- C** Sign cabinet internally illuminated via White LEDs
- D** .063" aluminum reveal and retainer painted to match PMS 285 C Blue
- E** All wiring UL approved and bare label
- F** Install with 2" x 80" reveal

Clearance Around Logo:
One "O" From The Widest And
Tallest Points



EXISTING



PROPOSED



COLOR LEGEND	
PMS/PAINT	VINYL
PMS 285 C	3M 3630-8246
PMS 1795C	3M 3630-143
PMS WHITE	3M 3630-70

HILTON DISPLAYS
GREAT SIGNS FOR GREAT COMPANIES

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P 800 353 9132 • F 864 242 2204
www.hiltondisplays.com

QID 21-56055

JOB NAME

IHOP #3758

LOCATION

**613 E. Aurora Rd.
Macedonia, OH 44056**

CUSTOMER CONTACT

SALESMAN / PM

Mandy Rhoads

DESIGNER

Greg Sloan

DWG. DATE

8.17.2021

REV. DATE / REVISION

9.10.21

9.20.21 / GM

11-03-21 / GM

SCALE

FILE

2021/IHOP/Locations/
Macedonia OH/21-56055/
IHOP Macedonia OH 21-56055

DESIGN SPECIFICATIONS ACCEPTED BY:

EST.	CLIENT
SUSP.M.	LANDLORD

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NON-ILLUMINATED WALL SIGN

IHOP-21-56055-X

Qty. 1

VECTOR ART REQUIRED PRIOR TO MANUFACTURING

B



FRONT VIEW
SCALE: 3/4" = 1'-0"

SPECIFICATIONS

- A** Aluminum pan wall sign with 1" returns
- B** First surface digitally printed vinyl graphics
- C** Wall sign mounted on aluminum angle frame

COLOR LEGEND	
PMS/PAINT	VINYL
PMS 285 C	3M 3630-6246
PMS 1795C	3M 3630-143
PMS WHITE	3M 3630-70



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www.hiltondisplays.com

QID 21-56055

JOB NAME

IHOP #3758

LOCATION

**613 E. Aurora Rd.
Macedonia, OH 44056**

CUSTOMER CONTACT

SALESMAN / PM

Mandy Rhoads

DESIGNER

Greg Sloan

DWG. DATE

8.17.2021

REV. DATE / REVISION

9.10.21

9.20.21 / GM

11-03-21 / GM

SCALE

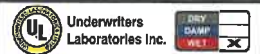
FILE

**2021/IHOP/Locations/
Macedonia OH/21-56055/
IHOP Macedonia OH 21-56055**

DESIGN SPECIFICATIONS ACCEPTED BY:

EDR:	CLIENT:
SLS/PM:	LANDLORD:

THE INTENT OF THIS DRAWING IS TO SHOW A CONCEPTUAL REPRESENTATION OF THE PROPOSED SIGNAGE. DUE TO VARIATIONS IN PRINTING DEVICES AND SUBSTRATES, THE FINISHED PRODUCT MAY DIFFER SLIGHTLY FROM DRAWING.





City of Macedonia
The Crossroads of Northeast Ohio
 9691 Valley View Road • Macedonia, Ohio 44056
 (330) 468-8360 • FAX (330) 468-8396

Building/Engineering/Zoning/Planning Department

**APPLICATION FOR HEARING BEFORE THE
 MACEDONIA PLANNING COMMISSION**

All Plans for Submittal Must be **FOLDED**.
 No Rolled Plans will be Accepted.

Address of Property Involved: 8190 Roll and Hold Parkway

Nature of Request: Existing Tenant - Peak Nano wants to Add 20 new parking spaces

Applicant Name: Kevin Hengst/ HSB architects Phone: (216) 586-0229

Applicant Address: 1250 Old River Road, Vleveland, Ohio 44113

Applicant Email Address: khengst@hsbarch.com

Applicant Signature: *Kevin Hengst* Date: 11/02/2021

Notes: _____

Meeting Date: December 20, 21 Filing Fee: 50.00
ESCROW.

Deadline for submitting applications is **21 DAYS** prior to the meeting date. When applying for a hearing, please furnish **THIRTEEN** sets of sketches, maps, drawings, descriptions, or photographs of the property in question. **THIRTEEN** copies of the site plans are required. **PLANS MUST BE FOLDED, NOT ROLLED.** No rolled plans will be accepted. If new construction is involved, the landscape and signage plan should be prepared. This application is for the purpose of scheduling and planning the time of the Macedonia Planning Commission. It is the Commissioner's desire to serve each applicant with a minimum of delay.

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Make checks payable to:
 City of Macedonia

Please submit plans to:
 Macedonia Building Department
 9691 Valley View Road
 Macedonia, Ohio 44056

Robert Rodic, CBO
Building Department/
Planning Commission
City of Macedonia
9691 Valley View Road
Macedonia, Ohio 44056

November 8, 2021

Re: 8190 Roll and Hold Parkway – Request to Planning Commission add additional parking

Members of Planning Commission

Peak Nano, tenant at 8190 Roll and Hold Parkway is requesting the addition of (20) new parking spaces to augment the existing parking, and to support their continued and anticipated growth at this property.

Peak Nano currently occupies this building with two other tenants – Hitachi/ Fuji Films, and BGH Steel.

The site's current parking capacity is 42 total parking spaces. The proposed addition of (20) new spaces would bring the total to 62 parking spaces.

Breakdown of parking need based on employees (total number of employees on any two successive shifts) per each tenant –

Hitachi/ Fuji Films - 7 employees

BGH Steel - 5 employees

Peak Nano - 38 employees

TOTAL 50 Parking Spaces Required

The addition of (20) new parking spaces for a total of 62 would accommodate the overall employee parking need at this site, while leaving a dozen or so additional spaces for visitors and future growth.

We are requesting Planning Commission review and approval of this proposed additional parking, and will prepare full engineered civil drawings for City Engineer's review of all associated grading, drainage, sewer, and other technical requirements for full and final reviews and approvals.

Thank you for your time and consideration in this matter. Please let us know of any questions or additional information that may be required.

Sincerely,



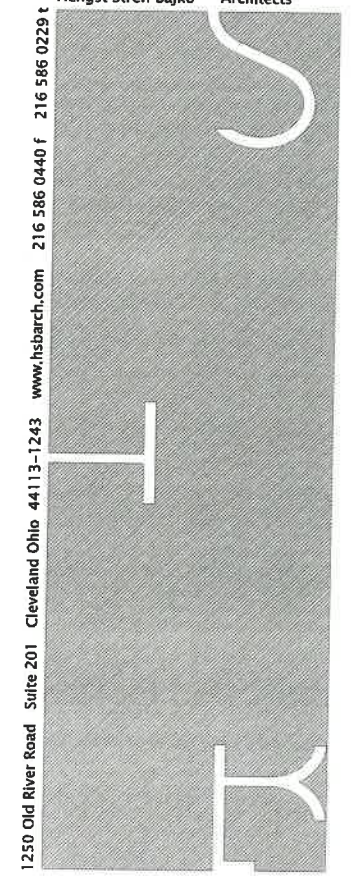
Kevin Hengst, AIA

cc John Urbanick/ Rockaway Civil
Dominic Zoeller/ Peak Nano
Torrey Blackburn/ BHW Holding (Landlord)





Hengst Streff Bajko Architects

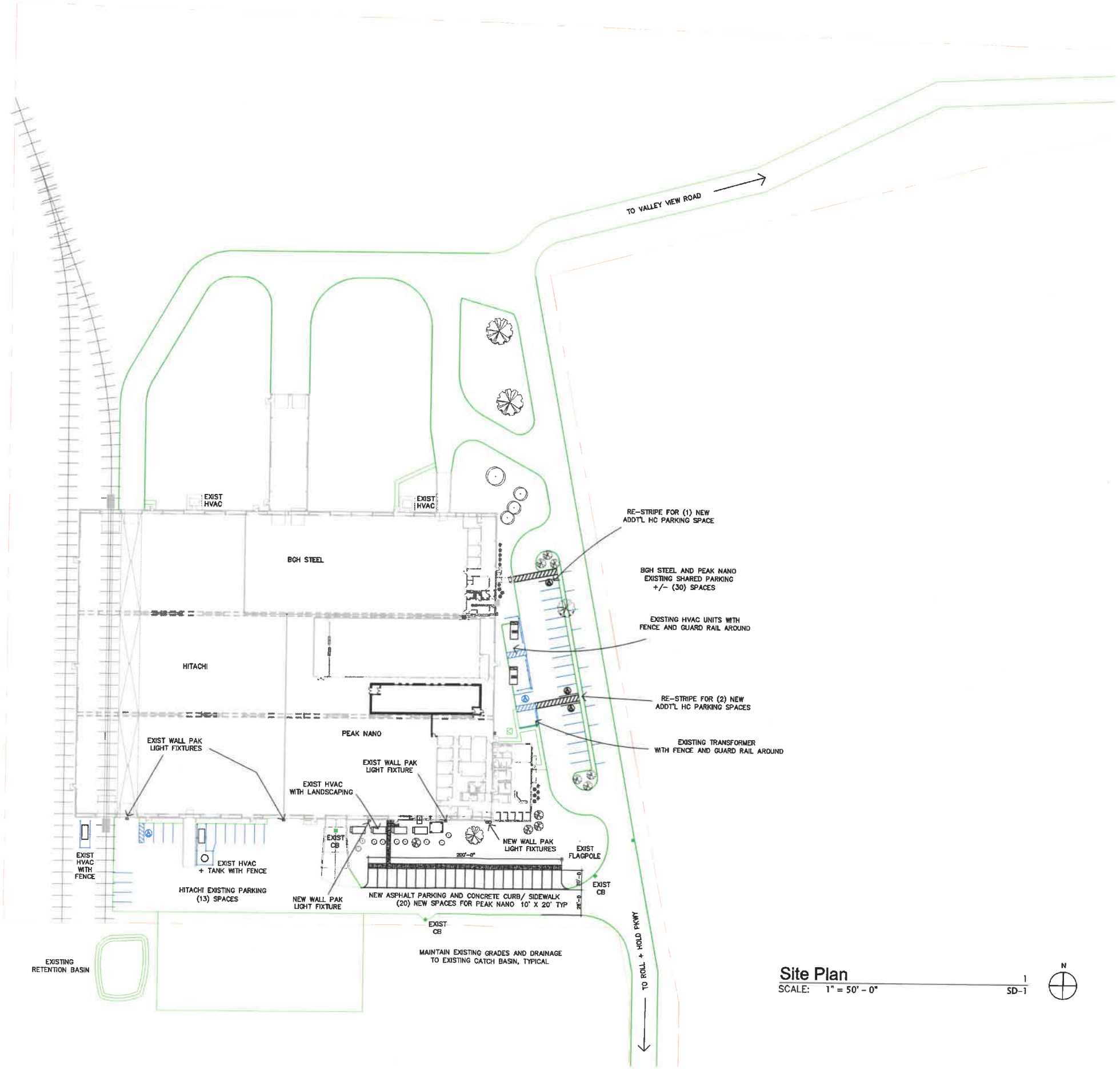


1250 Old River Road Suite 201 Cleveland Ohio 44113-1243 www.hsbarch.com 216 586 0440 f 216 586 0229 t

Peak Nano

8190 Roll and Hold Parkway
Macedonia, Ohio 44056

Site Plan



Site Plan
SCALE: 1" = 50' - 0"

