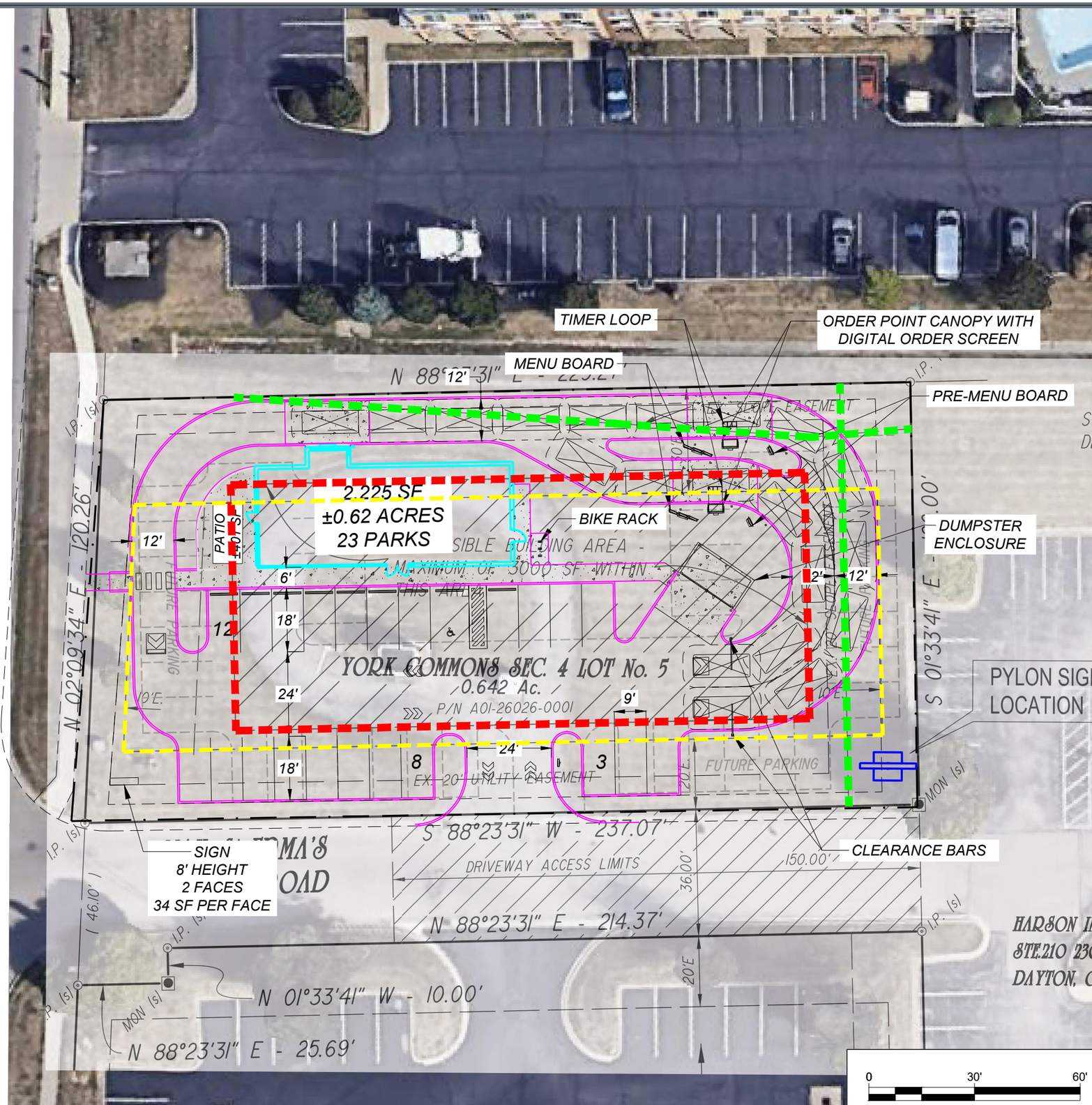
80,000 CARS/DAY
INTERSTATE 70
MAXTON RD
YORK CENTER DR
N. DIXIE RD.
YORK COMMONS BLVD
20,000 CARS/DAY
NEW HOTEL UNDER CONSTRUCTION
TOWN CENTER DR
COMMERCE CENTER DR
20,000 CARS/DAY
MILLER LANE
105,000 CARS/DAY
INTERSTATE 75
BENCHWOOD / WYSE INTERCHANGE
BENCHWOOD RD
WAL★MART SUPERCENTER
SAM'S CLUB
PROGRESSIVE
FIFTH THIRD BANK
COUNTRY INN & SUITES
TownePlace SUITES Marriott
COURTYARD Marriott
SPRINGHILL SUITES Marriott
Residence Inn Marriott
Hampton Inn
Comfort INN
MOTEL 6
Sake Restaurant
RED LION HOTELS
verizon
Charley's
FAIRFIELD INN & SUITES Marriott
Skyline
Max & Erma's
HOOTERS
Great Clips
COLD STONE CREAMERY
Tim Hortons
Chipotle
SUBWAY eat fresh.
smashburger
McALISTER'S DELI
FAZOLI'S
golden corral
Steak 'n Shake
Speedway
Frisch's
OUTBACK STEAKHOUSE
El Toro
SMOKEY BONES BBQ
Olive Garden
EXTENDED STAY AMERICA HOTEL
DRURY HOTELS
Panera
Red Lobster
LONGHORN STEAKHOUSE
RED ROBIN
Ruby Tuesday
Scene 75 ENTERTAINMENT CENTER
Office DEPOT
T-Mobile
GameStop
Sprint
Petland
DAYAIR CREDIT UNION
TACO BELL
BURGER KING
Chick-fil-A

N 88°23'31" E - 229.27'
EX. SLOPE EASEMENT
30'E.
PERMISSIBLE BUILDING AREA - MAXIMUM OF 3000 SF WITHIN THIS AREA
FUTURE PARKING
N 02°09'34" E - 120.26'
YORK COMMONS SEC. 4 LOT No. 5
0.642 Ac.
P/N A01-26026-0001
10'E.
EX. 20' SLOPE EASEMENT
FUTURE PARKING
S 01°33'41" E - 120.00'
PYLON SIGN LOCATION
EX. 20' UTILITY EASEMENT
20'E.
FUTURE PARKING
MON (s)
I.P. (s)
S 88°23'31" W - 237.07'
DRIVEWAY ACCESS LIMITS
150.00'
36.00'
MAX & ERMA'S ACCESS ROAD
N 88°23'31" E - 214.37'
46.10'
20'E
N 01°33'41" W - 10.00'
N 88°23'31" E - 25.69'
SCAL
DEC.
HARSON INVE
STE.210 2305 P
DAYTON, OHIO
200 ft



PREMISES PLAN

LOCATION: (SEQ) MILLER LANE AND YORK PLAZA LANE
DAYTON, OH
CONCEPT PLAN (v3)
11/05/2021

SITE DATA

JURISDICTION	BUTLER TOWNSHIP
ZONING DISTRICT	RC/S-1 REGIONAL COMMERCIAL SERVICE DISTRICT
PERMITTED USE(S)	RESTAURANTS, SIT-DOWN, FAST FOOD AND CARRY-OUT, WITH DRIVE-UP WINDOWS (CONDITIONAL PERMITTED USE - NOTE 2)
LOT AREA	± 27,181 SF (± .62 ACRES)
BUILDING AREA	2,225 SF (MIN. 2,000 SF)
F.A.R.	CODE TBD | PLAN .08

SETBACKS

BUILDING SETBACKS	CODE	PLAN
- FRONT YARD	10' (<25' HEIGHT)	44' (W)
- INTERIOR SIDE YARD	10'	14' (N), 70' (S)
- REAR YARD	25'	113' (E)
PARKING SETBACKS		
- FRONT YARD	10'	10' (W)
- INTERIOR SIDE YARD	4.5' (1/4 OF BUILDING HEIGHT)	1' (N) VARIANCE, 4.5' (S)
- REAR YARD	10'	10' (E)
SIGNAGE SETBACK	10'	10'

OFF STREET PARKING REQUIREMENTS

PARKING STALL COUNT	22 (NOTE 1)	23 (10.3 / 1000 SF)
ADA STALL COUNT	1	1
PARKING STALL SIZE	10' X 20'	9' X 18' VARIANCE
DRIVE AISLE WIDTH	24'	24'
DRIVE-THRU STACKING	8 (NOTE 1)	20
REQUIRED ISLANDS	N/A	N/A
BUILDING HEIGHT	80'	18'

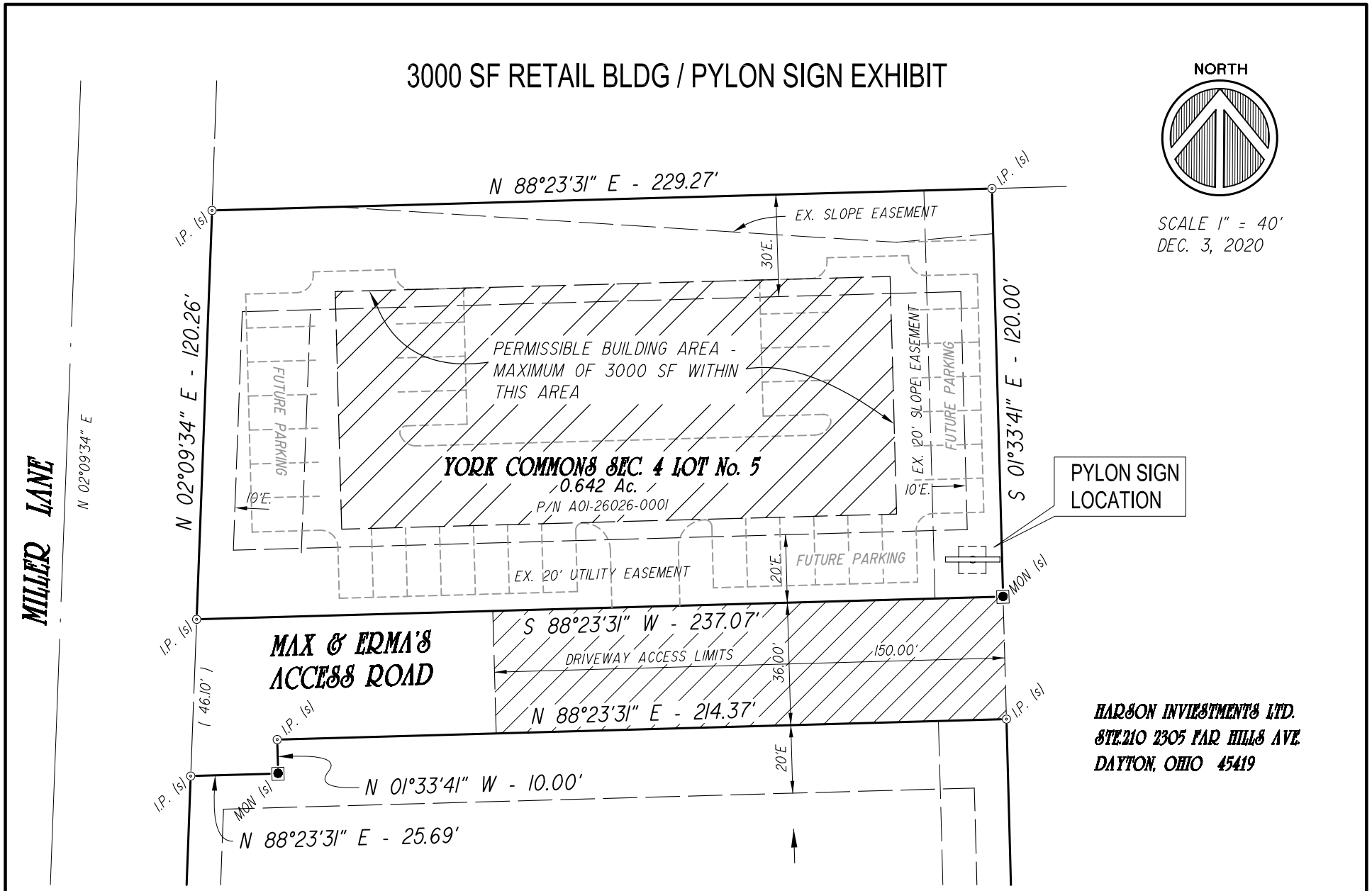
ADDITIONAL NOTES

1. RESTAURANTS, SIT-DOWN REQUIRED 1 / 100 SF OF FLOOR AREA, PLUS OFF STREET WAITING SPACES FOR 8 VEHICLES FOR EACH DRIVE-UP WINDOW, WITH SUCH WAITING SPACES TO BE LOCATED BEHIND THE POINT WHERE A DRIVE-IN ORDER IS PLACED.
2. SECTION 411 DRIVE-IN RESTAURANT AND DRIVE-THROUGH BUSINESSES: (5) THE STORAGE AREA FOR WAITING CARS IS AT LEAST ONE HALF THE GROSS SF OF THE BUSINESS TO BE SERVED: AS REQUIRED
3. 90% MAX LOT COVERAGE: 69% PROVIDED
4. 10% OF PARKING CAN BE REDUCED TO 9' X 18' - VARIANCE

DRAWN BY: BM

InSite
1400 16th Street, Suite 300
Oak Brook, IL 60523-8854
Office: 630.617.9100
www.insiterealestate.com

3000 SF RETAIL BLDG / PYLON SIGN EXHIBIT



PROFESSIONAL ASSOCIATES INC.
CIVIL ENGINEER / SURVEYOR
516 PATRICIA FAYE CT., BROOKVILLE, OH 45309
M.L.OXNER P.E., P.S. PH. 937-238-1677 (C)

© PAI 2020

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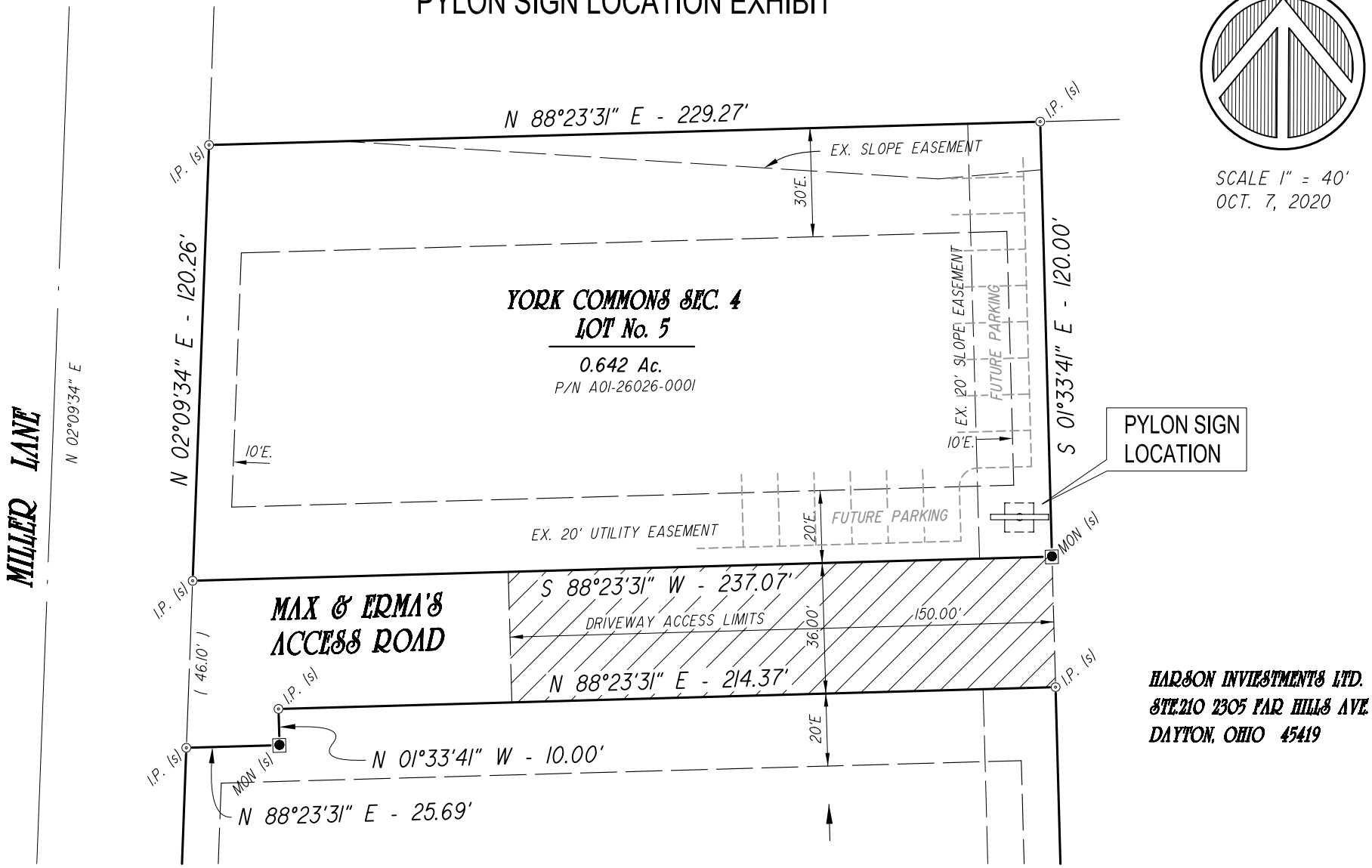
PYLON SIGN LOCATION EXHIBIT



HARSON INVESTMENTS LTD.
STE.210 2305 FAR HILLS AVE.
DAYTON, OHIO 45419

PROFESSIONAL ASSOCIATES INC.
CIVIL ENGINEER / SURVEYOR
516 PATRICIA FAYE CT., BROOKVILLE, OH 45309
M.L.OXNER P.E., P.S. PH. 937-238-1677 (C)

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Walmart

Sam's CLUB®

Tenant

2-Sided Stretchface Cabinet on New 3-Stage Pylon

Overall height - 66'-8" (above grade)

Cabinet size - 12'T x 16.66'W (200 sq.ft. overall)

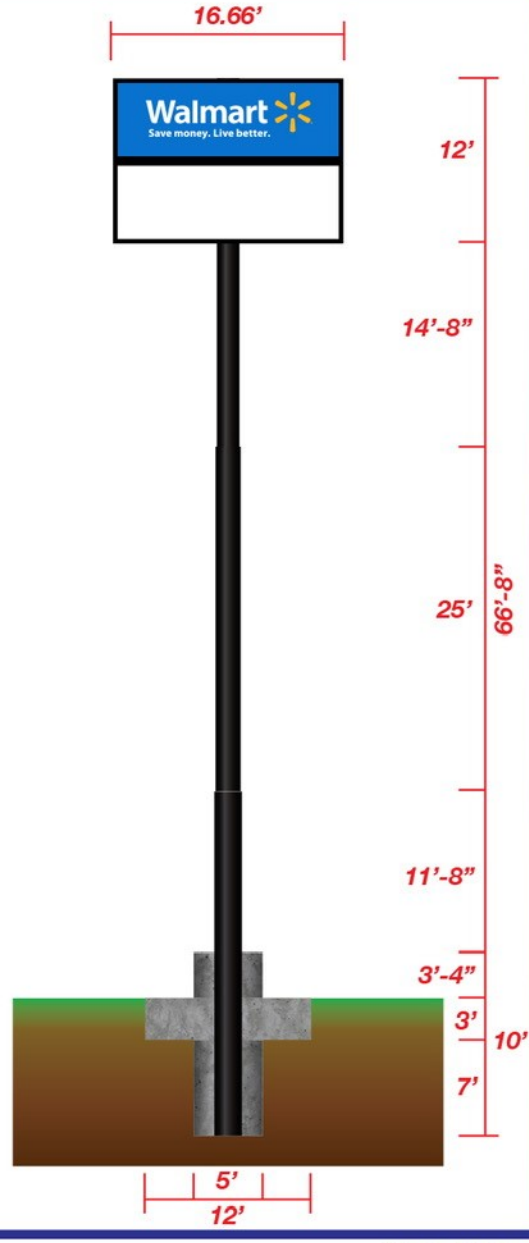
** Cabinet to be saddle-mounted onto pylon.*

3-Stage pylon - 66'-8"T total (10' below grade)

** First 15' above-grade/10' below-grade to be 24" diameter*
Middle 25' to be 22" diameter
Top 16' to be 20" diameter

** Cabinet to be mounted to pylon via bolt-secured match plate.*

Concrete base to include
5'diameter x 13'-6" T footer (3'-4" above-grade)
& 12' x 12' x 3' deep pad (1-part w/footer)



Design Proof Drawn by: **Bill Scheiding** 11-9-2020

SIGN Dynamics
From corporate to crazy

Singer Properties - New Pylon Sign (3325 Stop 8 Rd, Dayton, OH 45414)

Project Manager: **Alex Harrison** Client Contact: **Eric Tipton**

Approved by: _____

By signing, I affirm that the artwork as shown, including: colors, size, spelling, placement, etc. are correct, and approved for production and/or installation.

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Exhibit C

Use Restrictions Applicable to the Owner's Tract 2

1. Use. Tract 2 shall be used only for commercial purposes of the type normally found in a retail shopping center including, without limitation, financial institutions, service shops, offices, walk-in medical clinics, optometry clinics, eCommerce, and retail stores. The following uses are specifically prohibited on Tract 2 without the prior written consent of Sam's and Walmart which may be given or withheld in each party's sole discretion:

(a) No building shall be within 500 feet of the front door of the building currently occupied by Sam's on Tract 1 or Walmart on Walmart Tract.

(b) : bar; tavern; or any business which derives 50% or more of its gross sales volume serving or selling alcoholic beverages for on or off premises consumption.

(c) health spa; health club; massage parlor (except a high quality massage or day spa business that (i) is fully licensed as such and that offers therapeutic massages for relaxation, stress reduction, sore muscle relief, increased blood circulation, pain management, injury recovery and rehabilitation therapy, but which does not offer any sexually gratifying activity, any activity appealing to prurient interests or any services or activities prohibited by any applicable laws, ordinances or regulations, (ii) does not exceed 5,000 square feet in size.

(d) betting parlor; gambling casino or gaming activities including but not limited to gambling, electronic gaming machines, slot machines and other devices similar to the aforementioned.

(e) theatre; skating rink; bowling alley; billiard parlor; carnival; amusement park; arcade; video game parlor; discotheque; dance hall; any business primarily devoted to recreation or amusement (which shall not be read to prohibit a limited number of electronic or video games as an ancillary part of a retail business on Tract 2).

(f) funeral parlor; cemetery; crematorium.

(g) flea market.

(h) modeling studio; adult bookstore; any establishment primarily engaged in the business of selling, exhibiting, or distributing pornographic or obscene materials; a business primarily engaged in displaying live models or dancers; a video store that sells or rents videos that are rated NC-17, X, XX, XXX, or of a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration.

(i) establishment selling or exhibiting materials or paraphernalia for use with illicit drugs; a so- called "head shop".

(j) business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing, or selling marijuana or any synthetic substance containing tetrahydrocannabinol, any psychoactive metabolite thereof, or any substance chemically similar to any of the foregoing, whether by prescription, medical recommendation or

otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant.

(k) central laundry or dry cleaning plant (other than a dry cleaning drop-off facility which does not use dry cleaning fluids or similar chemicals or substances on site in connection with the dry cleaning of clothes).

(l) house of worship or church.

(m) school (except instructional classes incidental to another primary retail use).

(n) day care facility, childcare facility, preschool, children's nursery, or nursing home.

(o) any business that cashes checks or makes short-term or "payday advance" type loans; this is not to exclude the regular business of any bank or financial institution insured by the F.D.I.C. or mortgage brokerage firm or other similar business providing long-term, mortgage type loans.

(p) any business which creates unreasonably or unusually strong or offensive odors, fumes, emissions or sounds.

(q) any business which would prevent or inhibit the occupant of Tract 1 or Walmart Tract from obtaining licenses and permits necessary to sell alcoholic beverages for offsite consumption.

(r) pawn shop.

(s) any involuntary human detention or incarceration use.

Owner recognizes that the foregoing prohibited businesses may inconvenience Sam's and Walmart's customers and adversely affect Sam's and Walmart's business. Notwithstanding anything to the contrary contained in this Agreement, it is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business on Tract 1 or Walmart Tract. Owner recognizes and agrees that Sam's or Walmart may, at each party's sole discretion and at any time during the term of this Agreement, cease the operation of its business on Tract 1 or Walmart Tract; and Owner waives any legal action for damages or for equitable relief which might be available to Owner because of such cessation of business activity on Tract 1 or Walmart Tract.

2. Competing Business. As long as Sam's or Walmart, or any affiliate of Sam's or Walmart, is an Owner or Occupant of Tract 1 or Walmart Tract, no space in or portion of Tract 2, and no space in or portion of any other real property within 500 feet or adjacent to Tract 1 or Walmart Tract, which may subsequently be acquired or controlled by the Owner, shall be used for or in support of the following, either directly or indirectly via remote operation or distribution (such as remote Internet fulfillment center or locations, locker, drive-through, mail order, or similar pick-up facility):

(i) a Discount Department Store, as such term is defined below;

(ii) a membership warehouse club;

(iii) a Grocery Store, as such term is defined below;

(iv) a drug store or pharmacy;
(v) a variety, general, convenience or "dollar" store;
(vi) primary or urgent care medical facility;
(vii) vitamin store;
(viii) mattress store;
(ix) a quick lube or oil change facility;
(x) a facility selling automobile or truck tires;
(xi) a facility dispensing gasoline or fuel from pumps;
(xii) lockers, outposts, pods, metal canopies with dedicated parking spaces or other similar drop off/pick-up locations used in delivering, transferring, conveying, or otherwise distributing or receiving general merchandise, groceries, or other products, the sale of which does not originate from the Shopping Center;
(xiii) operating a fulfillment facility in connection with selling, receiving, storing, or distributing merchandise from a catalog or online retailer, including an Internet Fulfillment Center, as such term is defined below;
(xiv) any collateral use (e.g., parking, drainage, or service drives) in support of any of the foregoing uses; or
(xv) any combination of the foregoing uses.
In the event of a breach of this covenant, Sam's or Walmart shall have the right to terminate any access rights or easements across Tract 1 or Walmart Tract to or from Tract 2 on which the violating use exists and to seek any and all remedies afforded by either law or equity or both, including, without limitation, the right to injunctive relief.
"Grocery Store" shall mean any store, food store, or food department containing more than 500 square feet of total sales floor area (including aisles and storage) that sells food for off-premise human consumption including, but not limited to, the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally used or consumed by humans off-premises and sold in such stores or departments.
"Discount Department Store" shall mean a discount department store or discount store containing more than 5,000 square feet of building space used for the purpose of selling a full line of hard goods and soft goods (e.g., clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Sam's. This Section shall not be construed as prohibiting the operation of one or more Category Retailers on Tract 2. "Category Retailers" are retailers selling primarily a single type of merchandise such as electronics, apparel, shoes, sporting goods, office supplies, or appliances. In no event shall any Owner or Occupant that operates a pharmacy or a Grocery Store be considered a Category Retailer.
"Internet Fulfillment Center" shall mean any space within Tract 2, including without limitation, facilities such as lockers, outposts, pods, dedicated floor or parking spaces, or similar drop off/pick up locations or facilities utilized by any person or entity to sell, fulfill, store, deliver, exchange, transfer, convey, or otherwise distribute or receive products the sale of which originated outside

Tract 2 and that result from orders placed remotely within or outside Tract 2 over the internet, phone service, mail order, or other means by any person or entity. A business may operate an Internet Fulfillment Center if such business is also open to the public for on-site sales of goods or services ("On-Site Business") and maintains at least seventy-five percent (75%) of the products distributed from such Internet Fulfillment Center on site and available for immediate purchase (i.e., such products are in stock). For clarity, an On-Site Business may not allow drop off/pick up locations for another retailer or third party as such use would violate the Internet Fulfillment Center restriction.