



**Community Development
Planning & Zoning Department**
2529 J.O. Stephenson Ave. Kennesaw, GA 30144

Date Received 5-17-18
Staff's Initials dlw

ANNEXATION/REZONING APPLICATION

A MINIMUM OF ONE CONSULTATION WITH PLANNING AND ZONING ADMINISTRATOR AND STAFF PRIOR TO THE SUBMISSION OF THE REQUESTED APPLICATION IS MANDATORY.

ANNEXATION PROPERTY ADDRESS 4156 Cherokee Street, N.W., Kennesaw, GA

Parcel ID 20-0060-0-048-0 Lot Size 0.471 Acres

Resident Population 0 Housing Units 0 Other Buildings one two-bay auto facility

Zoning Request from:

Present Zoning Cobb County - GC To Kennesaw - GC

For the purpose of Providing Automotive Maintenance & Light Repair

APPLICANT Atlanta Lubes One, LLC

APPLICANT EMAIL mike.davis@teamlucor.com

Applicant address 790 Pershing Road, Raleigh, NC 27608

(Phone #) (919) 828-9511 ext. 292

Applicant Signature [Signature] Michael D. Davis, Vice President

Signed, sealed and delivered in presence of: Cherie L. Cunningham May 15, 2018
Notary Date

My commission expires January 6, 2021

REPRESENTATIVE Same

(Phone #) _____ Representative Email _____

Representative Signature _____

Signed, sealed and delivered in presence of: _____
Notary Date

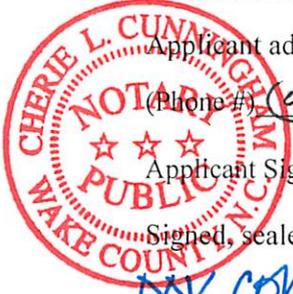
TITLEHOLDER Quick 10 Corporation (Phone#) (919) 828-9511, ext. 292

Titleholder Address 790 Pershing Road, Raleigh, NC 27608

Signature: [Signature] Michael D. Davis, Vice President Email mike.davis@teamlucor.com

Signed, sealed and delivered in presence of: Cherie L. Cunningham May 15, 2018
Notary Date

My commission expires January 6, 2021





**Community Development
Planning & Zoning Department**
2529 J.O. Stephenson Ave. Kennesaw, GA 30144

CAMPAIGN CONTRIBUTIONS

The Owner and Petitioner herein certify that they **have** **have not** made campaign contributions or gifts within two (2) years immediately preceding the filing of this application, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts to a member or members of the Mayor and Council or Planning Commission who will consider the application.

FINANCIAL INTEREST

The undersigned Petitioner herein certifies that, to the best of their knowledge, information, and belief, the Mayor, any member of the Planning Commission **does** **does not** :

- 1) Have a property interest (direct or indirect ownership, including any percentage of ownership less that total) in the subject property;
- 2) Have a financial interest (direct ownership interest of the total assets or capital stock where such ownership interest is ten percent (10%) or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property; and
- 3) Have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above.

The undersigned Petitioner Quick 10 Corporation

Applicant/Petitioner means any person who makes application and any attorney, other person representing or acting on behalf of a person who makes application to the Mayor and Council and Planning Commission.

Owner/Applicant Certification

- The Owner/Petitioner certifies that all information in this application, and all information furnished in support of this application, is true and complete to the best of the Petitioner's knowledge and belief. Should any portion not be true then the application may be rejected.
- Penalty for false or fraudulent statement: Whoever, in any matter, knowingly and willingly falsifies or makes any false, fictitious or fraudulent statement of representatives concerning this application shall be denied the request stated in this application.
- The Owner/Petitioner hereby grants permission to enter on the property for inspection during the time application is pending.

[Signature] **Michael D. Davis,**
Vice President
Applicants Signature



Signed, sealed and delivered in presence of:

Cherie L. Cunningham Notary May 15, 2018 Date

My commission expires January 6, 2021 Page 8



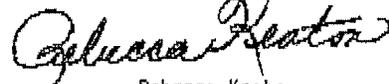
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Section 1908 Standards for Decisions- Rezoning

Section 1908 of the Kennesaw Zoning Code details thirteen zoning review factors which must be evaluated by the Planning and Zoning Board and the Mayor and Council when considering a rezoning request. Please provide responses to the following using additional pages if necessary

	COMMENTS
(1) Would the proposed amendment be consistent and compatible with the City's land use and development, plans, goals and objective?	we believe it would be.
2) Would the proposed amendment tend to increase, decrease, or have no impact on traffic safety and congestion in the streets?	Little or no impact
(3) Would the proposed amendment tend to increase, decrease, or have no relationship to safety from fire and other dangers?	No impact to safety from a fire or other dangers
(4) Would the proposed amendment tend to promote, diminish, or have no influence on the public health and general welfare of the city?	No impact to public health, but having access to quick auto service will improve the general welfare.
(5) Would the proposed amendment tend to increase, decrease, or have no influence on the adequate (provisions) of light or air?	No impact
(6) Would the proposed amendment tend to cause, prevent, or have no influence on the overcrowding of land?	No impact
(7) Would the proposed amendment tend to cause, prevent, or have no relationship on the population distribution within the city-creating any area so dense in population as to adversely affect the health, safety, and general welfare of the city?	No impact
(8) Would the proposed amendment tend to impede, facilitate, or have no impact on the adequate provision of transportation, water, sewerage, other public services, utilities or facilities?	No impact
(9) Would the proposed amendment tend to be compatible with environmental conditions in light of surrounding developments? If compatible, what factors, if any, would diminish the value, use and enjoyment of surrounding properties?	Yes. Same compatibility as previous use.
(10) Would the proposed amendment tend to require only reasonable expenditures of public funds, or would the amendment tend to require an excessive or premature expenditure of public funds?	Proposed Amendment should require little to no expenditure of public funds.
(11) Would the proposed amendment tend to promote, diminish or have no influence upon the aesthetic effect of existing and future uses of property and the surrounding area?	Aesthetics of the property and surrounding area will be improved by having a well kept, operating business versus an empty building.
(12) Would the proposed amendment have measurable adverse economic effect on the value of the surrounding or adjacent property?	Values of adjacent & surrounding properties will be improved by having a well kept neighboring business versus empty building.

Deed Book 15531 Pg 2404
Filed and Recorded Apr-19-2018 03:52pm
2018-0048393
Real Estate Transfer Tax \$400.00
0332018008782



Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

Prepared By:
Katherine Armstrong, Legal Counsel
Jiffy Lube International, Inc
150 N Dairy Ashford, Building F
Houston, TX 77079

After Recording, Return to:
Quick 10 Corporation
c/o Lucor, Inc
790 Pershing Road
Raleigh, NC 27068

Parcel ID #20006000480

LIMITED WARRANTY DEED

13
34

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS.
COUNTY OF HARRIS §

That **JIFFY LUBE INTERNATIONAL, INC.,** ("**Grantor**"), a Delaware corporation and successor by merger to Q Lube, Inc , a Delaware corporation, by virtue of corporate transaction evidenced by the certificates attached hereto as **Exhibit "A"** and by this reference made a part hereof, with an address of 150 N Dairy Ashford, Building F, Houston, Texas, 77079, for and in consideration of the sum of Ten and No/100 Dollars (\$10 00) cash and other good and valuable consideration paid by **QUICK 10 CORPORATION** ("**Grantee**"), a North Carolina corporation, c/o Lucor, Inc , 790 Pershing Road, Raleigh, North Carolina, 27068, the receipt and sufficiency of which are hereby acknowledged and confessed, have GRANTED, BARGAINED, and CONVEYED and by these presents do GRANT, BARGAIN, and CONVEY unto Grantee the tract of land ("**Land**") located at 4156 Cherokee Street NW, Kennesaw, Cobb County, Georgia and described on **Exhibit "B"** attached hereto, together with any and all improvements owned by Grantor that are situated thereon and attached thereto and all other rights and appurtenances appertaining or otherwise relating to the Land (herein collectively called the "**Premises**")

This conveyance is given and accepted subject to the permitted exceptions set forth on **Exhibit "C"** attached hereto (the "**Permitted Encumbrances**").

TO HAVE AND TO HOLD the Premises unto Grantee and its heirs, legal representatives, successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Premises, subject to the Permitted Encumbrances, unto Grantee and its heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Deed Book 15531 Pg 2405

Grantee acknowledges that Grantor is a franchisor of quick lube and automotive maintenance service businesses, that the covenants agreed to by Grantee in this paragraph (collectively, the "**Covenants**") are necessary to preserve and protect the proprietary rights, business relationships and goodwill of Grantor as a going concern, and that the Covenants are not nominal or without actual or substantial benefit to Grantor. Grantee covenants that the Land shall not be used, directly or indirectly, at any time for (a) the operation of any school for minor children, childcare center, day care center or similar operation or (b) permanent or temporary residential purposes. Grantee further covenants that no groundwater shall be taken for any use from the Land and that Grantee shall not install (and shall prohibit any subsequent purchaser or permitted assignee of the Land from installing) any well or other tank, pump or related equipment for the use or storage of potable water at or from the Land. The Covenants shall run with the Land. Grantee agrees that the Covenants are reasonable, that valid consideration has been received therefor and that the Covenants are the result of arm's-length negotiations. Grantee further acknowledges that the remedy at law for the breach of the Covenants will be inadequate and that, in addition to any other remedy that Grantor may have, Grantor will be entitled to an injunction restraining any such breach or threatened breach without any bond or other security being required. Such right to injunctive relief shall be cumulative and in addition to any other remedies that Grantor may have at law or in equity. If any court construes any provision of the Covenants to be unenforceable because of its duration or scope, the court shall have the power to reduce its duration and scope to the extent necessary so that the provision is enforceable, and such provision, as reduced, shall then be enforceable. The Covenants (as well as this entire paragraph) shall be enforceable by Grantor (or its successors or assigns) and, once this deed is recorded, may not be modified unless in a recordable instrument executed and acknowledged by both Grantor (or its successors and assigns) and the then current owner of the Land.

GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES RELATING TO HAZARDOUS SUBSTANCES THAT MAY BE SITUATED ON THE PREMISES. FOR PURPOSES OF THIS LIMITED WARRANTY DEED, "HAZARDOUS SUBSTANCES" SHALL BE DEFINED TO MEAN ALL MATERIALS SUBJECT TO REGULATION AS A HAZARDOUS SUBSTANCE, HAZARDOUS WASTE OR OTHER SUBSTANCE (SUCH AS PETROLEUM HYDROCARBONS), THE PRESENCE OF WHICH MAY REQUIRE REMEDIATION UNDER THE CLEAN AIR ACT (42 U.S.C. §§ 7401 ET SEQ.), CLEAN WATER ACT (33 U.S.C. §§ 1251 ET SEQ.), COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (COMMONLY KNOWN AS "SUPERFUND" OR "CERCLA") (42 U.S.C. §§ 9601 ET SEQ.), THE RESOURCE CONSERVATION AND RECOVERY ACT (COMMONLY KNOWN AS THE SOLID WASTE DISPOSAL ACT OR "RCRA") (42 U.S.C. §§ 6901 ET SEQ.), THE HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. §§ 1801 ET SEQ.), THE EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW ACT (42 U.S.C. §§ 11001 ET SEQ.), THE TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. §§ 2601 ET SEQ.), ANY COMPARABLE STATE OR LOCAL LAW, AND ANY OTHER APPLICABLE FEDERAL OR STATE OR LOCAL LAWS NOW IN FORCE RELATING TO HAZARDOUS SUBSTANCES, HAZARDOUS WASTES OR OTHER REGULATED SUBSTANCES, IN EACH CASE AS AMENDED TO DATE (COLLECTIVELY, "ENVIRONMENTAL LAWS"). "HAZARDOUS SUBSTANCES" FURTHER INCLUDES, BUT IS NOT LIMITED TO, ASBESTOS, POLYCHLORINATED

Deed Book 15531 Ps 2406

BIPHENYLS (SOMETIMES CALLED "PCB'S"), LEAD-BASED PAINTS, ANY PETROLEUM PRODUCTS, INCLUDING CRUDE OIL OR ANY FRACTION OF IT, AND ANY NATURAL GAS, NATURAL GAS LIQUIDS, SYNTHETIC GAS, AND LIQUEFIED NATURAL GAS, UNDERGROUND STORAGE TANKS (EXCEPT SEPTIC TANKS), WHETHER EMPTY, FILLED OR PARTIALLY FILLED WITH ANY SUBSTANCE, AND ANY SUBSTANCE WHICH BY ANY FEDERAL, STATE, COUNTY, MUNICIPAL OR OTHER LOCAL GOVERNMENTAL STATUTES, REGULATIONS, ORDINANCES OR RESOLUTIONS REQUIRE SPECIAL HANDLING OR NOTIFICATION IN ITS COLLECTION, STORAGE, TREATMENT OR DISPOSAL.

GRANTEE UNDERSTANDS AND AGREES THAT THE PREMISES (INCLUDING ANY LAND, BUILDINGS, FIXTURES AND IMPROVEMENTS) ARE BEING SOLD AND CONVEYED "AS IS," "WHERE IS," "WITH ALL FAULTS" THAT MAY EXIST AS OF THE DATE HEREOF, AND WITH ANY AND ALL LATENT AND PATENT DEFECTS, WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY BY GRANTOR OR ITS AFFILIATES (EXCEPT AS EXPRESSLY PROVIDED HEREIN); AND GRANTEE IS HEREBY WAIVING ANY IMPLIED COVENANTS. GRANTOR SPECIFICALLY DISCLAIMS ANY WARRANTIES, WHETHER WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF HABITABILITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTIES WHICH MIGHT OTHERWISE BE IMPLIED. EXCEPT AS EXPRESSLY STATED HEREIN, GRANTOR (AND/OR ITS AFFILIATES) HAS NOT MADE AND DOES NOT HEREBY MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES, THEIR CONDITION, THEIR COMPLIANCE WITH ENVIRONMENTAL LAWS OR OTHER LAWS, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, THE OBLIGATIONS, RESPONSIBILITIES OR LIABILITIES OF THE OWNER THEREOF AS TO PROPERTY OWNED BY GRANTOR OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PREMISES, AND GRANTOR AND ITS AFFILIATES HEREBY DISCLAIM AND RENOUNCE ANY OTHER REPRESENTATION OR WARRANTY.

This conveyance is made pursuant to the certificate and resolutions of Grantor attached hereto as Exhibit "D" and by this reference made a part hereof

[Remainder of page intentionally left blank. Signature pages follow.]

Deed Book 15531 Pg 2407

EXECUTED as of the 13th day of April, 2018

GRANTOR:

Signed, sealed and delivered in
the presence of:

JIFFY LUBE INTERNATIONAL, INC.,
a Delaware corporation and successor by merger to
Q Lube, Inc., a Delaware corporation, by virtue of
Corporate transactions evidenced by the certificates
attached hereto as **Exhibit "A"**

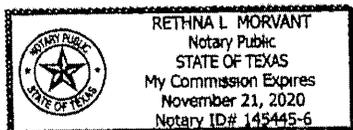
Lee Hesse Friedrich
Witness

By: [Signature]
Name Greg K. Hoj
Title VP Finance

Rethna L. Morvant
Notary Public
My Commission Expires: 11.21.2020

[CORPORATE SEAL]

[NOTARY SEAL]



Deed Book 15531 Pg 2408

AGREED AND ACCEPTED:

GRANTEE:

Signed, sealed and delivered in the presence of

[Handwritten Signature]

Witness

QUICK 10 CORPORATION,
a North Carolina corporation

By *[Handwritten Signature]*

Name: Michael D. Davis
Title: Vice President

Attest.

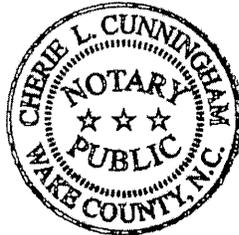
[Handwritten Signature]

Notary Public
My Commission Expires January 6, 2021
[NOTARY SEAL]

By: *[Handwritten Signature]*

Name: _____
Title: _____

[CORPORATE SEAL]



Deed Book 15531 Ps 2409

EXHIBIT "A"

Corporate Merger Documents

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"Q LUBE, INC.", A DELAWARE CORPORATION,

WITH AND INTO "JIFFY LUBE INTERNATIONAL, INC." UNDER THE NAME OF "JIFFY LUBE INTERNATIONAL, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF JANUARY, A.D. 2008, AT 12:21 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF JANUARY, A.D. 2008.



Jeffrey W. Bullock
JEFFREY W. BULLOCK, Secretary of State

2121976 8100M
SR# 20167042230

Authentication: 203498395
Date: 12-13-16

You may verify this certificate online at corp.delaware.gov/authn.er.shtml

Deed Book 15531 Ps 2410

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:37 PM 01/25/2008
FILED 12:21 PM 01/25/2008
SRV 080083388 - 2121976 FILE

**CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
Q LUBE, INC.
INTO
JIFFY LUBE INTERNATIONAL, INC.**

Pursuant to Section 253 of the General Corporation Law of the State of Delaware, Jiffy Lube International, Inc., a Delaware corporation (the "Company"), does hereby certify.

FIRST: That the Company is incorporated pursuant to the General Corporation Law of the State of Delaware.

SECOND: That the Company owns all of the outstanding shares of each class of capital stock of Q Lube, Inc., a Delaware corporation.

THIRD: That the Company, by the following resolutions of its Board of Directors duly adopted at a meeting of the Board of Directors held on October 22, 2007, has determined to merge into itself the above-referenced subsidiary on the conditions set forth in such resolutions:

Merger of Q Lube, Inc.

RESOLVED, that the Company merge into itself its subsidiary, Q Lube, Inc., a Delaware corporation ("Qlube"), and assume all of the rights, privileges, estate, assets, property, powers, franchises, and obligations of Qlube which shall be vested in, held, and enjoyed by the Company as fully and entirely and without change or diminution as the same were before held and enjoyed by Qlube in its name; and

FURTHER RESOLVED, that the President, any Vice President, the Secretary, or any Assistant Secretary of the Company be and they hereby are authorized and directed to make and execute a Certificate of Ownership and Merger setting forth a copy of these resolutions, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State of the State Delaware and a certified copy in the office of the Recorder of Deeds of New Castle County, Delaware; and

FURTHER RESOLVED, that the merger shall become effective upon filing,
and

FURTHER RESOLVED, that the officers of the Company be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the State of Delaware, which may be necessary or proper to effect said merger.

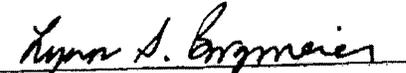
FOURTH: That the foregoing resolutions of merger may be terminated and abandoned by the Board of Directors of the Company at any time prior to the date of filing of the foregoing resolutions of merger with the Secretary of State of Delaware.

Deed Book 15531 Pg 2411

FIFTH: That the merger shall be effective on January 31, 2008.

IN WITNESS WHEREOF, the Company has caused this Certificate to be executed in its corporate name by the officer set forth below on January 23, 2008

JIFFY LUBE INTERNATIONAL, INC.

BY: 
Lynn S Borgmeier
Secretary

Deed Book 15531 Pg 2412

EXHIBIT "B"**Land****(4156 Cherokee Street NW, Kennesaw, Cobb County, Georgia - Store #2145):**

All that tract or parcel of land lying and being in Land Lot 60, 20th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows

To find the point of beginning, commence at the point of intersection of the southerly right-of-way line of Interstate I-75 and the southeasterly right-of-way line of Cherokee Street, said point also being a concrete right-of-way monument found; proceed thence along the right-of-way line of Cherokee Street South 34 degrees 10 minutes 56 seconds West, a distance of 123 32 feet to a point; proceed thence along a curve to the right having an arc length of 144.75 feet and a radius of 1333.24 feet being subtended by a chord bearing of South 26 degrees 33 minutes 12 seconds West, a distance of 144 68 feet to a point; said point being a pk nail set in asphalt of a private road (road not named), said point also being the True Point of Beginning, proceeding thence and leaving said right-of-way of Cherokee Street South 66 degrees 02 minutes 11 seconds East, a distance of 159 20 feet to a point, said point being a pk nail set in the back of curb; proceeding thence along a curve to the right having an arc length of 3 37 feet and a radius of 57.50 feet being subtended by a chord bearing of South 27 degrees 02 minutes 49 seconds East and a distance of 3 37 feet to a point, said point being a pk nail set at the back of curb, proceeding thence along a curve to the right, having an arc length of 18.76 feet and a radius of 57 50 feet subtended by a chord bearing of South 16 degrees 01 minutes 28 seconds East, a distance of 18 67 feet to a point, said point being a pk nail set in the back of curb, proceeding thence South 34 degrees 09 minutes 45 seconds West, a distance of 119 49 feet to a point, said point being a pk nail set in the centerline of asphalt along private road, said road (not named), proceeding thence North 55 degrees 56 minutes 42 seconds West, a distance of 169.87 feet to a point, said point being a 1/2" rebar set, also said point being the southeasterly right-of-way line of Cherokee Street, proceeding thence along an arc of a curve, said curve being to the left, having an arc length of 73 46 feet and a radius of 1333 24 feet subtended by a chord bearing of North 32 degrees 36 minutes 39 seconds East, a distance of 73 45 feet to a point, proceeding thence along a curve to the right having an arc length of 3 88 feet and a radius of 30.50 feet being subtended by a chord bearing of South 77 degrees 51 minutes 03 seconds East, a distance of 3 87 feet to a point, proceeding thence South 74 degrees 49 minutes 34 seconds East, a distance of 5 30 feet to a point, proceeding thence North 15 degrees 10 minutes 26 seconds East, a distance of 4 00 feet to a point, proceeding thence North 74 degrees 49 minutes 34 seconds West, a distance of 5 27 feet to a point, proceeding thence along a curve to the left having an arc length of 2 73 feet and a radius of 34 50 feet being subtended by a chord bearing of North 76 degrees 30 minutes 39 seconds West, a distance of 2 73 feet to a point, proceeding thence along a curve to the left having an arc distance of 27 57 feet and a radius of 1333 24 feet subtended by a chord bearing of North 30 degrees 15 minutes 22 seconds East, a distance of 27.57 feet to a point; said point being a pk nail set, also said point being the Point of Beginning, said tract or parcel of land contains 0.47 acres and is more particularly shown on plat of survey by Elvin L. Aycock, R L.S., dated July 1, 1996, last revised September 18, 1996, and being shown as Lot 2 of Cherokee Crossing, as per plat recorded in Plat Book 162, Page 15, Cobb County Records

Together with those certain non-exclusive easements for ingress and egress contained in Unilateral and Reciprocal Easement and Construction Operation and Maintenance Agreement recorded in Deed Book 8871, Page 147, Cobb County Records

Deed Book 15531 Pg 2413

EXHIBIT "C"**Permitted Encumbrances**

1. All taxes for the year 2018, liens not yet due and payable, and for subsequent years.
2. Unilateral and Reciprocal Easement and Construction, Operation and Maintenance Agreement by Wade Green, L.P., a Georgia Limited Partnership, dated April 24, 1995, and recorded at Deed Book 8871, Page 147, Records of Cobb County, Georgia (the "Records"), as amended by First Amendment, dated September 19, 1996, and recorded at Deed Book 9882, Page 427, in the Records
3. Easement Agreement from Wade Green, L P , a Georgia Limited Partnership, to Cobb County, dated September 11, 1995, and recorded at Deed Book 9149, Page 180, in the Records, as shown on survey
4. Grant of Water Easement from Wade Green, L P , a Georgia Limited Partnership, to Cobb County, dated September 11, 1995, recorded at Deed Book 9149, Page 183, in the Records, as shown on survey
5. Any matters shown on plat of survey prepared for Quick 10 Corporation, Chicago Title Company, Southeastern Commercial Title Services, LLC, by Survey Land Express, Inc , dated April 12, 2018, last revised April 13, 2018, under seal of Eugene A Stepanov, GRLS No 3197
6. Grant of Water Easement from Wade Green, L P , to Q Lube, Inc , a Delaware Corporation, dated September 11, 1996
7. Declaration of Joint and Reciprocal Easements between Q Lube, Inc , and Wade Green, L P , a Georgia Limited Partnership, dated September 19, 1996, and recorded at Deed Book 9882, Page 434, in the Records
8. All matters shown on recorded plat filed June 11, 1996 at Plat Book 162, Page 15, in the Records

Deed Book 15531 Pg 2414

EXHIBIT "D"

Certificate and Resolutions of Grantor

[Attached on two (2) following pages]

JIFFY LUBE INTERNATIONAL, INC.

Secretary's Certificate

I, Lynn S Borgmeier, Secretary of Jiffy Lube International, Inc , a Delaware corporation (the "Company"), hereby certifies based on information made available to me as of the date hereof, that

1. Greg Kilfoy has been duly elected and is currently serving as the Vice President-Finance and Treasurer of the Company, and

2 The following is a true and correct copy of resolutions adopted by the Board of Directors of the Company on October 1, 2002, and such resolutions have not been amended, modified or rescinded and are in full force and effect as of the date hereof

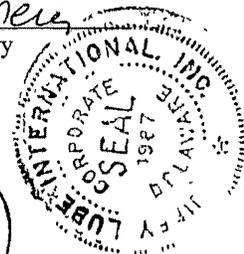
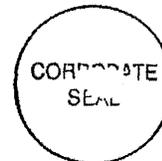
Authority of Officers

RESOLVED, That any proper officer, including the President, any Vice President, Treasurer or Secretary of the Company, may sign, execute, acknowledge, verify, deliver or accept on behalf of the Company, trademark applications and agreements, contracts, assignments, transfers, certificates, certifications, declarations, leases, discharges, satisfactions, settlements, petitions, schedules, accounts, affidavits, undertakings, guarantees, proxies, requisitions, demands, notes signifying indebtedness of the Company and any other contracts, instruments or documents in connection with the conduct of the business of this Company, whether or not specified in the foregoing resolutions, and

FURTHER RESOLVED, The authorities granted in the preceding resolution shall supersede in all respects any and all previously authorized or delegated authorities, including but not limited to delegations related to trademark, tax or state and federal licensing.

IN WITNESS WHEREOF, I have executed this Certificate and affixed the seal of the Company on March 29, 2018

Lynn S. Borgmeier
Lynn S. Borgmeier, Secretary

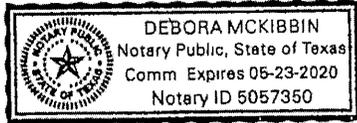


Deed Book 15531 Pg 2416
Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on March 29, 2018, by Lynn S. Borgmeier,
Secretary of Jiffy Lube International, Inc , a Delaware corporation



Debora McKibbin

Notary Public in and for the State of Texas



Printed: 5/15/2018

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
CHELLY MCDUFFIE CHIEF DEPUTY
 Phone: 770-528-8600
 Fax: 770-528-8679

Payer:
 JIFFY LUBE INTERNATIONAL INC

Q LUBE INC
C/O JIFFY LUBE

Payment Date: 10/5/2017

Tax Year	Parcel ID	Due Date	Appeal Amount	Taxes Due
2017	20006000480	10/15/2017	Pay: N/A or	\$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$4,153.11	\$0.00



Scan this code with your mobile phone to view this bill!