

F765248

EASEMENT

L18258 PA423

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN OIL COMPANY, a Maryland Corporation, GRANTOR, in consideration of the sum of ONE DOLLAR (\$1.00) to it in hand paid and other valuable consideration, hereby grants to THE CITY OF WAYNE, MICHIGAN, a Municipal Corporation of the State of Michigan, GRANTEE, an easement to construct and maintain a sanitary sewer through and across the South ten feet of the following described real estate of the GRANTOR, located in the Township of Romka, County of Wayne, and State of Michigan, more particularly described as follows, to-wit:

Lot 621 of Supervisors Romka Plat No. 13 of Lot 16 to 19, inclusive, 50 to 57, inclusive, of O'Connor's addition of Wayne and part of Southeast quarter of Section 28 and part of Northeast quarter of Section 33, T 2 S, R 9 E, Romka Twp., Wayne County, Michigan. Also described as beginning at the Northwest corner of Lot 621 and proceeding thence along the Southerly line of Michigan Avenue, North 83° 31' 35" East 335.85 feet; thence S 11° 50' 34" East 232.01 feet; thence South 84° 18' 18" West 396.75 feet; thence N 01° 46' 18" West 226.30 feet; to the point of beginning. Containing 85,956 square feet. Subject to easements of record.

The GRANTEE shall have the right to enter upon the land of the GRANTOR from adjoining highways for the purpose of constructing and repairing said sewer and shall promptly pay to the GRANTOR any damage done by the GRANTEE to fences, structures or improvements of the GRANTOR in the construction, operation or repair of any of all public utilities.

The GRANTEE agrees to indemnify and save the GRANTOR, its successors and assigns harmless from and against any and all damages, injuries, losses, claims, demands or costs arising out of or in connection with the construction, erection, maintenance, operation and repair of any or all public utilities through and across the above described premises of the GRANTOR.

This Easement is granted upon the express condition that no special assessments shall be levied by the CITY OF WAYNE against any real estate of the GRANTOR for or in connection with the use of said easement area for the installation of any or all public utilities.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed this 30th day of March, 1972.

WITNESS:

Mitchell Slinger
Mitchell Slinger
Camille Stowers
Camille Stowers

THE AMERICAN OIL COMPANY

Approved
As to form

By Milo Hector
Milo Hector, Regional Vice President

ATTEST A. E. Nelson
A. E. Nelson, Assistant Secretary

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

RECORDED NOV 20 1972
BY EDWARD J. YOUNGBLOOD, Register of Deeds

On this 30th day of March, 1972, before me, appeared Milo Hector and A. E. Nelson, to me personally known, who, being by me duly sworn, did say that they are respectively the Regional Vice President and Assistant Secretary of The American Oil Company, and that said instrument was signed in behalf of said corporation, by authority of its board of directors, and said Milo Hector and A. E. Nelson acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires:

December 6, 1973

Mitchell Slinger Notary Public
Oakland County, Michigan

THIS INSTRUMENT PREPARED BY:
MITCHELL SLINGER, 16025 NORTHLAND DRIVE, SOUTHFIELD, MICHIGAN 48073

F765248

F821307

WARRANTY DEED

L18456 PA113

THIS INDENTURE WITNESSETH: THAT THE GRANTOR, AMOCO OIL COMPANY, A MARYLAND CORPORATION, WITH ITS PRINCIPAL OFFICE AT 910 SOUTH MICHIGAN AVENUE, CHICAGO, ILLINOIS, FOR AND IN CONSIDERATION OF THE SUM OF One Hundred Ten Thousand and no/100 DOLLARS (\$ 110,000.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, TO IT IN HAND PAID, CONVEYS AND WARRANTS TO Bonanza International Development Company, a Nevada Corporation, whose address is

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE City OF Wayne COUNTY OF Wayne, AND THE STATE OF Michigan, TO-WIT:

Part of Lot 621 of SUPERVISOR'S HANKIN PLAT NO. 13 of Lots 16 to 19 incl. 50 to 57 incl. of O'Connor's Addition to Wayne and part of S.E. 1/4 of Sec. 28 and part of N.E. 1/4 of Sec. 33, T 2 S, R 9 E, Hankin Twp., (Now City of Wayne) Wayne Co. Mich. as recorded in Liber 65, Page 86 of Plats, WCR; more particularly described as beginning at a point on the Southerly line of Michigan Avenue, also being the Northerly line of Lot 621, distant N. 83 degrees 31 minutes 35 seconds E. 125.00 feet from the Northwest corner of Lot 621 of said subdivision and proceeding thence along the South line of Michigan Avenue N. 87 degrees 31 minutes 35 seconds E. 230.85 feet to a point on the Easterly line of Lot 621; thence along said line S. 11 degrees 50 minutes 34 seconds E. 232.01 feet to a point on the Southerly line of Lot 621; thence along said line S. 84 degrees 18 minutes 18 seconds W. 248.75 feet; thence N. 07 degrees 35 minutes 26 seconds W. 227.59 feet to the point of beginning. Containing 55,027 square feet or 1.2632 Acres.

This is to certify that there are no tax liens or other liens on the property and that there are no five YEARS PAYING to date of this instrument EXCEPT

JUN 10 1973

Wayne County Treasurer
Clerk *DR*



RECORDED JUN 14 1973 BY *915*
BARNARD J. YOUNGLOOD, Register of Deeds
WAYNE COUNTY, MICHIGAN 48226

SUBJECT TO EXISTING LEASES, EASEMENTS, EJECTMENT AND LICENSE AGREEMENTS, IF ANY; TAXES AND SPECIAL ASSESSMENTS, IF ANY, AGAINST THE SAID PREMISES; ALSO SUBJECT TO ZONING LAWS AND MUNICIPAL REGULATIONS, IF ANY; BUILDING LINE RESTRICTIONS AND BUILDING RESTRICTIONS OF RECORD, IF ANY; TO ANY PARTY WALL AGREEMENTS OF RECORD.

THE GRANTEE(S) HEREIN HEREBY COVENANT(S) AND AGREE(S) FOR itself, its successors AND ASSIGNS, THAT NO PART OF THE REAL ESTATE HEREIN CONVEYED SHALL BE USED BY SAID GRANTEE(S), its successors, GRANTEES OR ASSIGNS, FOR THE PURPOSE OF CONDUCTING OR CARRYING ON THE BUSINESS OF SELLING, HANDLING OR DEALING IN GASOLINE, KEROSENE, ETHANOL, NAPHTHA, GREASES, LUBRICATING OILS, OR ANY FUEL TO BE

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USED FOR INTERNAL COMBUSTION ENGINES, OR LUBRICATING IN ANY FORM. THE COVENANT SHALL RUN WITH THE LAND, AND BE BINDING ON SAID GRANTEE(S) ~~AND SUCCESSORS~~, ~~HEIRS~~, ~~ASSIGNS~~, GRANTEES AND ASSIGNS, AND INURE TO THE BENEFIT OF THE GRANTOR HERETH, ITS SUCCESSORS AND ASSIGNS.

THE FOREGOING RESTRICTION SHALL TERMINATE AND BE OF NO FURTHER FORCE AND EFFECT UPON THE EXPIRATION OF A PERIOD OF THIRTY (30) YEARS FROM THE DATE HEREOF.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS CAPITAL INVESTMENT MANAGER, AND ITS CORPORATE SEAL TO BE HERETO AFFIXED AND ATTESTED BY ITS ASSISTANT SECRETARY, ALL THIS 30th DAY OF May 19 73.

WITNESS:

Mitchell Summer
Mitchell Summer
Mary Lou Padlock
Mary Lou Padlock

AMOCO OIL COMPANY

BY

E. H. PERLIND, Capital Investment Mgr.

ATTEST

H. J. KELLER, ASSISTANT SECRETARY

APPROVED
AS TO FORM
BY 168

STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS

ON THIS 30th DAY OF May, 19 73, BEFORE ME APPEARED

E. H. Perlind AND H. J. Keller, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT THEY ARE THE Capital Investment Mgr.

AND Assistant Secretary RESPECTIVELY OF AMOCO OIL COMPANY, AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND SAID E. H. Perlind AND H. J. Keller ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

MY COMMISSION EXPIRES:

UNLESS THIS INSTRUMENT IS PREPARED BY

STOMER

50377
NOTARY PUBLIC, Oakland County, Mich.
My Commission Expires 12-6-75

COUNTY, MICHIGAN

16025 NORTH HAWK DRIVE, SOUTHFIELD, MICHIGAN 48075.


RETURN TO ESCROW DEPT.

LAWYERS TITLE DIVISION
730 SHERWOOD AVE.
DETROIT, MICHIGAN 48202

ATTY: G. M. Thompson

2009 JUN 10 AM 10:49

Bernard J. Youngblood
Wayne County Register of Deeds
June 10, 2009 10:49 AM
Liber 47963 Page 424-426
#209230218 RES FEE: \$21.00


RESOLUTION

WHEREAS, a lot split is being requested for parcel #55-017-01-0621-001, property located at 34435 Michigan Avenue East; and

WHEREAS, the parcel split will create two parcels for the construction of a new business on the west parcel and an auto dealership on the east parcel; and

WHEREAS, the Parent Parcel is as follows:

PARENT PARCEL #55-017-01-0621-001
LEGAL DESCRIPTION

1.261 ACRES

A part of Lot 621, SUPERVISOR'S NANKIN PLAT NO. 13, of Lots 16 to 19, both inclusive, Lots 50 to 57, both inclusive of O'Connor's Addition of Wayne and part of the Southeast ¼ of Section 28 and part of the Northeast ¼ of Section 33, Town 2 South, Range 9 East, Nankin Township (now City of Wayne), Wayne County, Michigan, according to the plat thereof in Liber 65, Page 86 of Plats, Wayne County Records, being more particularly described as beginning at a point on the south line of Michigan Avenue, also being the north line of Lot 621 distant north 83 degrees 31 minutes 35 seconds east 125.00 feet from the northwest corner of said Lot 621 north 83 degrees 31 minutes 35 seconds east 230.85 feet; thence along the east line of Lot 621 south 11 degrees 59 minutes 34 seconds east 232.01 feet; thence along the south line of Lot 621 south 84 degrees 18 minutes 18 seconds west 248.75 feet; thence north 07 degrees 35 minutes 26 seconds west 227.59 feet to the point of beginning.

Also described as follows:

Situated in the State of Michigan, County of Wayne, City of Wayne, and being part of Lot 621 of Supervisor's Nankin Plat No. 13, as shown for record in Liber 65, Page 86 of Plats, (all references used in this description refer to Wayne County Records), and containing 1.261 acres of land, more or less, and being all of that tract of land conveyed to Jeff Benson Enterprises, LLC of record in Liber 30267, Page 2675, said 1.261 acre tract being more particularly described as follows:

Beginning, for reference, at Wayne County Monument F-11, being the southwest corner of the southeast Quarter of Section 28, Township 2 South, Range 9 East;

Thence South 2°39'53" East, a distance of 70.07 feet to a ¾ inch iron pipe in concrete found at the northwesterly corner of said Lot 621, also being in the southerly right of way line of Michigan Avenue (U.S. Route 12);

Thence with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 125.00 feet to an iron pipe set at the northwesterly corner of said Jeff Benson Enterprises tract, said iron pipe marking the true point of beginning of the herein described 1.261 acre tract;

Thence continuing with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 230.85 feet to an iron pipe set at the northeasterly corner of said Lot 621, also being the northeasterly corner of said Jeff Benson Enterprises tract, also being the northwesterly corner of Lot 622 of said Supervisor's Nankin Plat No. 13;

Thence with the easterly line of said Lot 621, also being the easterly line of said Jeff Benson Enterprises tract, also with the westerly line of said Lot 622, South 11°59'34" East, a distance of 232.00 feet to a ½ inch rebar found at the southeasterly corner of said Lot 621, also being the southeasterly corner of said Jeff Benson Enterprises tract, also being the southwesterly corner of said Lot 622, also being the southeasterly corner of Lot 620 of said Supervisor's Nankin Plat No. 13;

Thence with the southerly line of said Lot 621, also being the northerly line of said Lot 620, South 84°18'18" West, a distance of 248.75 feet to an iron pipe set at the southwesterly corner of said Jeff Benson Enterprises tract;

Thence with the westerly line of said Jeff Benson Enterprises tract, North 7°35'26" West, a distance of 227.59 feet to the point of beginning.

Containing 1.26 acres of land, more or less.

Subject to all easements, restrictions, and rights of way of previous record or otherwise legally established.

Basis of Bearings: The southerly right of way line of Michigan Avenue was assigned a bearing of North 83°31'35" East, as shown for record on Supervisor's Nankin Plat No. 13, Liber 65, Page 86 of Plats, Wayne County Records.

NOW, THEREFORE, BE IT RESOLVED THAT THE RESULTING PARCELS WILL BE AS FOLLOWS:

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PARCEL A**LEGAL DESCRIPTION****0.657 ACRE**

Situated in the State of Michigan, County of Wayne, City of Wayne, and being part of Lot 621 of Supervisor's Nankin Plat No. 13, as shown for record in Liber 65, Page 86 of Plats, (all references used in this description refer to Wayne County Records), and containing 0.657 acre of land, more or less, and being all out of that tract of land conveyed to Jeff Benson Enterprises, LLC of record in Liber 30267, Page 2675, said 0.657 acre tract being more particularly described as follows:

Beginning, for reference, at Wayne County Monument F-11, being the southwest corner of the southeast Quarter of Section 28, Township 2 South, Range 9 East;

Thence South 2°39'53" East, a distance of 70.07 feet to a ¾ inch iron pipe in concrete found at the northwesterly corner of said Lot 621, also being in the southerly right of way line of Michigan Avenue (U.S. Route 12);

Thence with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 240.36 feet to an iron pipe set at the true point of beginning of the herein described 0.657 acre tract;

Thence continuing with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 115.49 feet to an iron pipe set at the northeasterly corner of said Lot 621, also being the northeasterly corner of said Jeff Benson Enterprises tract, also being the northwesterly corner of Lot 622 of said Supervisor's Nankin Plat No. 13;

Thence with the easterly line of said Lot 621, also being the easterly line of said Jeff Benson Enterprises tract, also with the westerly line of said Lot 622, South 11°59'34" East, a distance of 232.00 feet to a ½ inch rebar found at the southeasterly corner of said Lot 621, also being the southeasterly corner of said Jeff Benson Enterprises tract, also being the southwest corner of said Lot 622, also being the southeasterly corner of Lot 620 of said Supervisor's Nankin Plat No. 13;

Thence with the southerly line of said Lot 621, also being the southerly line of said Jeff Benson Enterprises tract, also with the northerly line of said Lot 620, South 84°18'18" West, a distance of 133.35 feet to an iron pipe set;

Thence with a new division line, across and through said Lot 621, North 7°35'26" West, a distance of 229.16 feet to the point of beginning.

Containing 0.657 acre of land, more or less.

Subject to all easements, restrictions, and rights of way of previous record or otherwise legally established.

Basis of Bearings: The southerly right of way line of Michigan Avenue was assigned a bearing of North 83°31'35" East, as shown for record on Supervisor's Nankin Plat No. 13, Liber 65, Page 86 of Plats, Wayne County Record's.

PARCEL B**LEGAL DESCRIPTION****0.605 ACRE**

Situated in the State of Michigan, County of Wayne, City of Wayne, and being part of Lot 621 of Supervisor's Nankin Plat No. 13, as shown for record in Liber 65, Page 86 of Plats, (all references used in this description refer to Wayne County Records), and containing 0.605 acre of land, more or less, and being all out of that tract of land conveyed to Jeff Benson Enterprises, LLC of record in Liber 30267, Page 2675, said 0.605 acre tract being more particularly described as follows:

Beginning, for reference, at Wayne County Monument F-11, being the southwest corner of the southeast Quarter of Section 28, Township 2 South, Range 9 East;

Thence South 2°39'53" East, a distance of 70.07 feet to a ¾ inch iron pipe in concrete found at the northwesterly corner of said Lot 621, also being in the southerly right of way line of Michigan Avenue (U.S. Route 12);

Thence with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 125.00 feet to an iron pipe set at the northwesterly corner of said Jeff Benson Enterprises tract, said iron pipe marking the true point of beginning of the herein described 0.605 acre tract;

Thence continuing with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 115.36 feet to an iron pipe set;

Thence with a new division line, across and through said Lot 621, South 7°35'26" East, a distance of 229.16 feet to an iron pipe set in the southerly line of said Lot 621, also being the northerly line of Lot 620 of said Supervisor's Nankin Plat No. 13;

Thence with the southerly line of said Lot 621, also being the northerly line of said Lot 620, South 84°18'18" West, a distance of 115.40 feet to an iron pipe set at the southwest corner of said Jeff Benson Enterprises tract;

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Thence with the westerly line of said Jeff Benson Enterprises tract, North 7°35'26" West, a distance of 227.59 feet to the point of beginning.

Containing 0.605 acre of land, more or less.

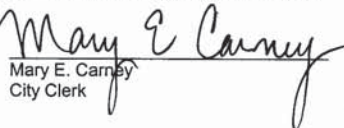
Subject to all easements, restrictions, and rights of way of previous record or otherwise legally established.

Basis of Bearings: The southerly right of way line of Michigan Avenue was assigned a bearing of North 83°31'35" East, as shown for record on Supervisor's Nankin Plat No. 13, Liber 65, Page 86 of Plats, Wayne County Record's.

All iron pipes set are ¾ inch inside diameter by 30 inches in length.

CERTIFICATION

I, Mary E. Carney, City Clerk for the City of Wayne, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council for the City of Wayne, Michigan, at a regular meeting held on Tuesday, February 17, 2009 at 8:00 p.m. at Wayne City Hall, 3355 South Wayne Road, Wayne, Michigan.


Mary E. Carney
City Clerk


When recorded return to:
Mary E. Carney, City Clerk
3355 South Wayne Road
Wayne, MI 48184



2010 JAN 14 PM 2:43

A.S.K. SERVICES, INC.

Bernard J. Youngblood
Wayne County Register of Deeds
January 14, 2010 02:43 PM
Liber 48303 Page 291-296
#2010012312 RST FEE: \$30.00



DECLARATION OF RESTRICTIONS, EASEMENTS AND COVENANTS

This Declaration of Restriction and Covenants (hereinafter the "**Declaration**") is made and entered into this 17th day of December 2009, by and between **JEFF BENSON ENTERPRISES LLC**, a Michigan limited liability company (hereinafter referred to as "**Grantor**"), whose mailing address is 34175 Michigan Avenue, Wayne, Michigan 48184, and **TIM DONUT U.S. LIMITED, INC.**, a Florida corporation (hereinafter referred to as "**Grantee**"), whose mailing address is 4150 Tuller Road, Suite 236, Dublin, Ohio 43017.

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in the State of Michigan, County of Wayne and City of Wayne, as more particularly described in Exhibit A which is attached hereto and made a part hereof (which real property is hereinafter referred to as "**Grantor's Parcel**"); and

WHEREAS, Grantee is the owner of that certain real property located in the State of Michigan, County of Wayne and City of Wayne, as more particularly described in Exhibit B which is attached hereto and made a part hereof (which real property is hereinafter referred to as "**Grantee's Parcel**"); and

WHEREAS, Grantor and Grantee desire to establish certain restrictions and covenants in connection with the use of their respective parcels.

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

1(a). Use Restriction. Grantor hereby covenants and agrees, for itself, its successors and assigns, that it will not develop, operate, or will not permit to be developed or operated on Grantor's Parcel any business or undertaking which produces or sells as its "primary business" coffee, donuts, muffins, pies, cakes, cookies, tarts, cinnamon buns, bagels, soup, sandwiches, breakfast sandwiches or similar products known by another name (the "**Restricted Products**"). For purposes of this paragraph, primary business shall mean any business or undertaking which sells twenty five percent (25%) or more of its total gross sales in any or all of the Restricted Products. Notwithstanding the foregoing, this restriction shall cease and terminate if Grantee's Parcel is not used for the sale of the Restricted Products for four (4) consecutive months or more; and

(b). Site Plan. A copy of Grantor's proposed development of Grantor's Parcel is attached hereto as Exhibit C (the "**Grantor's Parcel Site Plan**"). Grantee hereby approves of the development as shown on Grantor's Parcel Site Plan and specifically approves of the location of the pylon sign depicted and identified on Exhibit C. To the extent Grantor's Parcel Site Plan is revised or modified in any way, whether material or not, Grantee hereby revokes its approval and acceptance of Grantor's Parcel Site Plan and Grantor is now restricted from developing the Grantor's Parcel or constructing thereon any buildings, signs, or other improvements which would reduce the visibility of any signs or the building to be located on Grantee's Parcel from Michigan Avenue.

Use Restriction

TO HAVE AND TO HOLD the restrictions and rights unto Grantee, its successors and assigns forever. Grantor, for Grantor and Grantor's heirs, successors and assigns, hereby warrants and covenants with Grantee, its successors and assigns, that Grantor is the true and lawful owner in fee simple of Grantor's Parcel and has the right and full power to grant and convey the restrictions and rights herein granted, and that Grantor will warrant and defend the restriction and rights herein granted against all claims of all persons whomsoever.

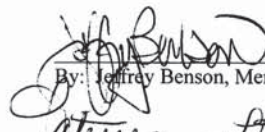

The above-described restrictions and covenants shall be for the use and benefit of Grantee's Parcel and the owners from time to time of all or any part thereof. All provisions of this Declaration, including the covenants, benefits and burdens, shall run with the land and be binding upon and inure to the heirs, executors, administrators, personal and/or legal representatives, successors, assigns and tenants of Grantee and Grantor. The rule of strict construction shall not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on Grantee is carried out.

Counterparts. This Declaration may be executed in any number of counterparts, any one of which shall constitute an original and all counterparts being but one instrument. This Declaration shall be considered to be made as of the date above.

IN WITNESS WHEREOF, this Declaration is executed as of the day and year first above written.

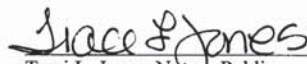
GRANTOR:

JEFF BENSON ENTERPRISES LLC


By: Jeffrey Benson, Member

By: Patricia L. Benson, Member

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

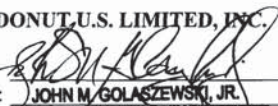
On the 16th day of December, 2009, before me, the undersigned, a notary public in and for said state, personally appeared **Jeffrey Benson** and **Patricia L. Benson**, the Members of **Jeff Benson Enterprises, LLC.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals or the person upon behalf of which the individuals acted, executed the instrument.


Traci L. Jones, Notary Public
Macomb County, Michigan
Acting in Wayne County, Michigan
My Commission expires: 09/21/2012

Use Restriction

GRANTEE:

TIM DONUT U.S. LIMITED, INC.

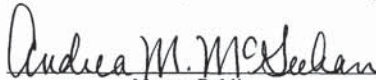
By: 
Name: JOHN M. GOLASZEWSKI, JR.
Its: AUTHORIZED SIGNING OFFICERBy: 
Name: MICHAEL N. SIMON
Its: VICE PRESIDENTSTATE OF OHIO
COUNTY OF FRANKLIN, SS:

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 14th day of December, 2009, before me personally appeared JOHN M. GOLASZEWSKI, JR. AUTHORIZED SIGNING OFFICER and MICHAEL N. SIMON VICE PRESIDENT of TIM DONUT U.S. LIMITED, INC., a Florida corporation, who are known to me as the person(s) and officer(s) described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledge(d) that he/she/they hold(s) the position(s) or title(s) set forth in the instrument and certificate, that he/she/they signed the instrument on behalf of the corporation by proper authority, and that the instrument was the act of the corporation for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.



ANDREA M. MCGEEHAN
Notary Public, State of Ohio
My Commission Expires 01-30-11


Notary Public

This document prepared by
and when recorded return to:
Shilpa M. Upadhye, Esq.
Tim Donut U.S. Limited, Inc.
874 Sinclair Road
Oakville, Ontario L6K 2Y1

WHEN RECORDED RETURN TO:
LAWYERS TITLE/COMMONWEALTH NCS
1050 Wilshire Dr., Ste. 310
Troy, MI 48064
N-104314

EXHIBIT A
GRANTOR'S PARCEL

The land situated in the City of Wayne, County of Wayne, State of Michigan, and being part of Lot 621 of Supervisor's Nankin Plat No. 13, as shown for record in Liber 65, Page 86 of Plats (all references used in this description refer to Wayne County Records), and containing 0.657 acre of land, more or less, and being all out of that tract of land conveyed to Jeff Benson Enterprises, LLC of record in Liber 30267, page 2675, said 0.657 acre tract being more particularly described as follows:

Beginning, for reference, at Wayne County Monument F-11, being the southwest corner of the southeast Quarter of Section 28, Township 2 South, Range 9 East;

Thence South 2°39'53" East, a distance of 70.07 feet to a 3/4 inch iron pipe in concrete found at the northwesterly corner of said Lot 621, also being in the southerly right of way line of Michigan Avenue (U.S. Route 12);

Thence with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 240.36 feet to an iron pipe set at the true point of beginning of the herein described 0.657 acre tract;

Thence continuing with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 115.49 feet to an iron pipe set at the northeasterly corner of said Lot 621, also being the northeasterly corner of said Jeff Benson Enterprises tract, also being the northwesterly corner of Lot 622 of said Supervisor's Nankin Plat No. 13;

Thence with the easterly line of said Lot 621, also being the easterly line of said Jeff Benson Enterprises tract, also with the westerly line of said Lot 622, South 11°59'34" East, a distance of 232.00 feet to a 1/2 inch rebar found at the southeasterly corner of said Lot 621, also being the southeasterly corner of said Jeff Benson Enterprises tract, also being the southwesterly corner of said Lot 622, also being the southeasterly corner of Lot 620 of said Supervisor's Nankin Plat No. 13;

Thence with the southerly line of said Lot 621, also being the southerly line of said Jeff Benson Enterprises tract, also with the northerly line of said Lot 620, South 84°18'18" West, a distance of 133.35 feet to an iron pipe set;

Thence with a new division line, across and through said Lot 621, North 7°35'26" West, a distance of 229.16 feet to the point of beginning.

Containing 0.657 acre of land, more or less.

Subject to all easements, restrictions, and rights of way of previous record or otherwise legally established.

Basis of Bearings: The southerly right of way line of Michigan Avenue was assigned a bearing of North 83°31'35" East, as shown for record on Supervisor's Nankin Plat No. 13, Liber 65, Page 86 of Plats, Wayne County Records.

All iron pipes set are 3/4 inch inside diameter by 30 inches in length.

EXHIBIT B
GRANTEE'S PARCEL

Situated in the State of Michigan, County of Wayne, City of Wayne, and being part of Lot 621 of Supervisor's Nankin Plat No. 13, as shown for record in Liber 65, Page 86 of Plats, (all references used in this description refer to Wayne County Records), and containing 0.605 acre of land, more or less, and being all out of that tract of land conveyed to Jeff Benson Enterprises, LLC of record in Liber 30267, Page 2675, said 0.605 acre tract being more particularly described as follows:

Beginning, for reference, at Wayne County Monument F-11, being the southwest corner of the southeast Quarter of Section 28, Township 2 South, Range 9 East;

Thence South 2°39'53" East, a distance of 70.07 feet to a ¾ inch iron pipe in concrete found at the northwesterly corner of said Lot 621, also being in the southerly right of way line of Michigan Avenue (U.S. Route 12);

Thence with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 125.00 feet to an iron pipe set at the northwesterly corner of said Jeff Benson Enterprises tract, said iron pipe marking the true point of beginning of the herein described 0.605 acre tract;

Thence continuing with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 115.36 feet to an iron pipe set;

Thence with a new division line, across and through said Lot 621, South 7°35'26" East, a distance of 229.16 feet to an iron pipe set in the southerly line of said Lot 621, also being the northerly line of Lot 620 of said Supervisor's Nankin Plat No. 13;

Thence with the southerly line of said Lot 621, also being the northerly line of said Lot 620, South 84°18'18" West, a distance of 115.40 feet to an iron pipe set at the southwesterly corner of said Jeff Benson Enterprises tract;

Thence with the westerly line of said Jeff Benson Enterprises tract, North 7°35'26" West, a distance of 227.59 feet to the point of beginning.

Containing 0.605 acre of land, more or less.

Subject to all easements, restrictions, and rights of way of previous record or otherwise legally established.

Basis of Bearings: The southerly right of way line of Michigan Avenue was assigned a bearing of North 83°31'35" East, as shown for record on Supervisor's Nankin Plat No. 13, Liber 65, Page 86 of Plats, Wayne County Record's.

All iron pipes set are ¾ inch inside diameter by 30 inches in length.

MICHIGAN AVE.




SCALE: 1" = 20'-0"

6

(3)

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Bernard J. Youngblood
Wayne County Register of Deeds
January 14, 2010 02:43 PM
Liber 48303 Page 297-303
#2010012313 ERS FEE: \$33.00



A.S.K. SERVICES, INC.

**PERMANENT WATER LINE AND
GENERAL UTILITY EASEMENT**

THIS PERMANENT WATER LINE AND GENERAL UTILITY EASEMENT ("Easement") is made this 17th day of December, 2009, by and between **JEFF BENSON ENTERPRISES LLC** ("Grantor"), whose principal address is 34175 Michigan Avenue, Wayne, Michigan 48184, and **TIM DONUT U.S. LIMITED, INC.**, a Florida corporation ("Grantee"), whose principal address is 4150 Tuller Road, Suite 236, Dublin, Ohio 43017.

BACKGROUND

A. Grantor is the owner of that certain real property described in **Exhibit A**, attached hereto and made a part hereof ("Grantor's Parcel"). Grantee is the owner of that certain real property described in **Exhibit B**, attached hereto and made a part hereof ("Grantee's Parcel"). Grantor now desires to grant, and Grantee desires to accept, an easement for the purpose of installing, connecting to, maintaining, repairing and replacing utilities and related appurtenances on, over, under, and through a certain portion of the real property owned by Grantor, as specifically described in **Exhibit C**, attached hereto and incorporated herein (the "Easement Area") in accordance with the following terms and conditions.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, the sum of Ten (\$10.00) Dollars, receipt of which is hereby acknowledged, and the terms and conditions described herein, the parties hereby agree as follows:

1. **Easement.** Grantor hereby grants, conveys and delivers to Grantee a permanent, non-exclusive easement appurtenant to the real property for the purpose of installing, connecting to, maintaining, repairing, replacing, using and operating utilities and related appurtenances, including but not limited to, a water line, on, over, under and through the Easement Area. Grantee, its agents, contractors, and representatives shall also have an easement over, under, and across reasonable portions of Grantor's land for the sole purpose of accessing the Easement Area in order to install, connect to, repair, and maintain utilities and related appurtenances in the Easement Area. The granting of this easement shall not vest in the Grantee authority to use any portion of Grantor's land for purposes other than herein designated.

2. **Non-Exclusive.** The easement granted herein is not exclusive, and Grantor and its successors and assigns reserve the right to use the Easement Area for their own purposes and those of any of their tenants, guests, invitees, employees, agents, contractors and representatives, provided that such use shall not unreasonably interfere with Grantee's use granted hereunder.

3. **Installation and Maintenance.** Grantee shall be solely and exclusively responsible for the installation, maintenance, repair and replacement of Grantee's utility lines within the Easement Area. Any surface area disturbed by any such permitted activities of Grantee shall be restored by Grantee to a condition reasonably similar to that previously existing prior to any such activity.

Permanent General Utility Easement

4. **Term.** The term of the easement set forth herein shall be perpetual.

5. **Binding Effect.** The easement and all of the rights and responsibilities set forth in this Easement shall run with the land and shall be binding upon the parties and their successors and assigns and all current and future owners of any portion of the Easement Area.

6. **Amendments.** The provisions of this Easement may not be amended, unless consented in writing by Grantee and Grantor, or their successors and assigns as the case may be.

7. **Invalidity.** If any provision of this Easement, or a portion thereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Easement shall not be affected thereby and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

8. **Applicable Law.** This Easement shall be governed by, and construed in accordance with the laws of the State of Michigan.

9. **Cumulative Rights and Remedies.** The rights and remedies given to any of the parties are cumulative and the exercise of any one of such rights or remedies shall not operate to bar the exercise of any other rights or remedies available to such party under the provisions of this Easement or at law or in equity.

10. **Article Headings.** The article headings herein are for convenience and reference only and in no way define or limit the scope or content of this Easement or in any way affect its provisions.

11. **Transfer Tax Exemptions.** This Easement is exempt from the State transfer tax by reason of MCL 207.526(a) as the consideration is less than One Hundred (\$100.00) Dollars. It is also exempt from the county transfer tax by reason of MCL 207.505(a) for the reason that the consideration is less than One Hundred (\$100.00) Dollars.

12. **Background.** The Background set forth above is accurate and is hereby incorporated into this Easement by reference.


13. **Counterparts.** This Easement may be executed in any number of counterparts, any one of which shall constitute an original and all counterparts being but one instrument. This Easement shall be considered to be made as of the date above.

{SIGNATURE PAGES TO FOLLOW}

IN WITNESS WHEREOF, the undersigned have executed this Permanent Water Line and General Utility Easement as of the day first above written.

GRANTOR:

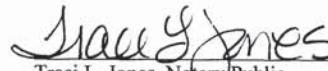
JEFF BENSON ENTERPRISES LLC

By: 
Jeffrey Benson, Member

By: 
Patricia L. Benson, Member

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

On the 16th day of December, 2009, before me, the undersigned, a notary public in and for said state, personally appeared **Jeffrey Benson** and **Patricia L. Benson**, the Members of **Jeff Benson Enterprises, LLC.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals or the person upon behalf of which the individuals acted, executed the instrument.


Traci L. Jones, Notary/Public
Macomb County, Michigan
Acting in Wayne County, Michigan
My Commission expires: 09/21/2012

Permanent General Utility Easement

L 48303 - P 300

GRANTEE:
TIM DONUT U.S. LIMITED, INC.

By: 
Name: JOHN M. GOLASZEWSKI, JR.
Its: AUTHORIZED SIGNING OFFICER

By: 
Name: MICHAEL N. SIMON
Its: VICE PRESIDENT

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 14th day of December, 2009, before me personally appeared JOHN M. GOLASZEWSKI, JR. and MICHAEL N. SIMON AUTHORIZED SIGNING OFFICER and VICE PRESIDENT of TIM DONUT U.S. LIMITED, INC., a Florida corporation, who are known to me as the person(s) and officer(s) described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledge(d) that he/she/they hold(s) the position(s) or title(s) set forth in the instrument and certificate, that he/she/they signed the instrument on behalf of the corporation by proper authority, and that the instrument was the act of the corporation for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.



ANDREA M. MCGEEHAN
Notary Public, State of Ohio
My Commission Expires 01-30-11


Notary Public

This document prepared by
and when recorded return to:
Shilpa M. Upadhye, Esq.
Tim Donut U.S. Limited, Inc.
874 Sinclair Road
Oakville, Ontario L6K 2Y1

WHEN RECORDED RETURN TO:
LAWYERS TITLE/COMMONWEALTH NCS
1050 Wilshire Dr., Ste. 310
Troy, MI 48064
N-104314

LEGAL-#34452-v2-MI_Wayne_34435_Michigan_Avenue_Permanent_General_Utility_Easement.DOC

EXHIBIT AGRANTOR'S PARCEL

The land situated in the City of Wayne, County of Wayne, State of Michigan, and being part of Lot 621 of Supervisor's Nankin Plat No. 13, as shown for record in Liber 65, Page 86 of Plats (all references used in this description refer to Wayne County Records), and containing 0.657 acre of land, more or less, and being all out of that tract of land conveyed to Jeff Benson Enterprises, LLC of record in Liber 30267, page 2675, said 0.657 acre tract being more particularly described as follows:

Beginning, for reference, at Wayne County Monument F-11, being the southwest corner of the southeast Quarter of Section 28, Township 2 South, Range 9 East;

Thence South 2°39'53" East, a distance of 70.07 feet to a 3/4 inch iron pipe in concrete found at the northwesterly corner of said Lot 621, also being in the southerly right of way line of Michigan Avenue (U.S. Route 12);

Thence with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 240.36 feet to an iron pipe set at the true point of beginning of the herein described 0.657 acre tract;

Thence continuing with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 115.49 feet to an iron pipe set at the northeasterly corner of said Lot 621, also being the northeasterly corner of said Jeff Benson Enterprises tract, also being the northwesterly corner of Lot 622 of said Supervisor's Nankin Plat No. 13;

Thence with the easterly line of said Lot 621, also being the easterly line of said Jeff Benson Enterprises tract, also with the westerly line of said Lot 622, South 11°59'34" East, a distance of 232.00 feet to a 1/2 inch rebar found at the southeasterly corner of said Lot 621, also being the southeasterly corner of said Jeff Benson Enterprises tract, also being the southwesterly corner of said Lot 622, also being the southeasterly corner of Lot 620 of said Supervisor's Nankin Plat No. 13;

Thence with the southerly line of said Lot 621, also being the southerly line of said Jeff Benson Enterprises tract, also with the northerly line of said Lot 620, South 84°18'18" West, a distance of 133.35 feet to an iron pipe set;

Thence with a new division line, across and through said Lot 621, North 7°35'26" West, a distance of 229.16 feet to the point of beginning.

Containing 0.657 acre of land, more or less.

Subject to all easements, restrictions, and rights of way of previous record or otherwise legally established.

Basis of Bearings: The southerly right of way line of Michigan Avenue was assigned a bearing of North 83°31'35" East, as shown for record on Supervisor's Nankin Plat No. 13, Liber 65, Page 86 of Plats, Wayne County Records.

All iron pipes set are 3/4 inch inside diameter by 30 inches in length.

**EXHIBIT B****GRANTEE'S PARCEL**

Situated in the State of Michigan, County of Wayne, City of Wayne, and being part of Lot 621 of Supervisor's Nankin Plat No. 13, as shown for record in Liber 65, Page 86 of Plats, (all references used in this description refer to Wayne County Records), and containing 0.605 acre of land, more or less, and being all out of that tract of land conveyed to Jeff Benson Enterprises, LLC of record in Liber 30267, Page 2675, said 0.605 acre tract being more particularly described as follows:

Beginning, for reference, at Wayne County Monument F-11, being the southwest corner of the southeast Quarter of Section 28, Township 2 South, Range 9 East;

Thence South 2°39'53" East, a distance of 70.07 feet to a ¾ inch iron pipe in concrete found at the northwesterly corner of said Lot 621, also being in the southerly right of way line of Michigan Avenue (U.S. Route 12);

Thence with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 125.00 feet to an iron pipe set at the northwesterly corner of said Jeff Benson Enterprises tract, said iron pipe marking the true point of beginning of the herein described 0.605 acre tract;

Thence continuing with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 115.36 feet to an iron pipe set;

Thence with a new division line, across and through said Lot 621, South 7°35'26" East, a distance of 229.16 feet to an iron pipe set in the southerly line of said Lot 621, also being the northerly line of Lot 620 of said Supervisor's Nankin Plat No. 13;

Thence with the southerly line of said Lot 621, also being the northerly line of said Lot 620, South 84°18'18" West, a distance of 115.40 feet to an iron pipe set at the southwesterly corner of said Jeff Benson Enterprises tract;

Thence with the westerly line of said Jeff Benson Enterprises tract, North 7°35'26" West, a distance of 227.59 feet to the point of beginning.

Containing 0.605 acre of land, more or less.

Subject to all easements, restrictions, and rights of way of previous record or otherwise legally established.

Basis of Bearings: The southerly right of way line of Michigan Avenue was assigned a bearing of North 83°31'35" East, as shown for record on Supervisor's Nankin Plat No. 13, Liber 65, Page 86 of Plats, Wayne County Record's.

All iron pipes set are ¾ inch inside diameter by 30 inches in length.

EXHIBIT C**EASEMENT AREA**

The North twenty (20) feet of the following land situated in the City of Wayne, County of Wayne, State of Michigan, and being part of Lot 621 of Supervisor's Nankin Plat No. 13, as shown for record in Liber 65, Page 86 of Plats (all references used in this description refer to Wayne County Records), and containing 0.657 acre of land, more or less, and being all out of that tract of land conveyed to Jeff Benson Enterprises, LLC of record in Liber 30267, page 2675, said 0.657 acre tract being more particularly described as follows:

Beginning, for reference, at Wayne County Monument F-11, being the southwest corner of the southeast Quarter of Section 28, Township 2 South, Range 9 East;

Thence South 2°39'53" East, a distance of 70.07 feet to a 3/4 inch iron pipe in concrete found at the northwesterly corner of said Lot 621, also being in the southerly right of way line of Michigan Avenue (U.S. Route 12);

Thence with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 240.36 feet to an iron pipe set at the true point of beginning of the herein described 0.657 acre tract;

Thence continuing with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 115.49 feet to an iron pipe set at the northeasterly corner of said Lot 621, also being the northeasterly corner of said Jeff Benson Enterprises tract, also being the northwesterly corner of Lot 622 of said Supervisor's Nankin Plat No. 13;

Thence with the easterly line of said Lot 621, also being the easterly line of said Jeff Benson Enterprises tract, also with the westerly line of said Lot 622, South 11°59'34" East, a distance of 232.00 feet to a 1/2 inch rebar found at the southeasterly corner of said Lot 621, also being the southeasterly corner of said Jeff Benson Enterprises tract, also being the southwesterly corner of said Lot 622, also being the southeasterly corner of Lot 620 of said Supervisor's Nankin Plat No. 13;

Thence with the southerly line of said Lot 621, also being the southerly line of said Jeff Benson Enterprises tract, also with the northerly line of said Lot 620, South 84°18'18" West, a distance of 133.35 feet to an iron pipe set;

Thence with a new division line, across and through said Lot 621, North 7°35'26" West, a distance of 229.16 feet to the point of beginning.

Containing 0.657 acre of land, more or less.

Subject to all easements, restrictions, and rights of way of previous record or otherwise legally established.

Basis of Bearings: The southerly right of way line of Michigan Avenue was assigned a bearing of North 83°31'35" East, as shown for record on Supervisor's Nankin Plat No. 13, Liber 65, Page 86 of Plats, Wayne County Records.


All iron pipes set are 3/4 inch inside diameter by 30 inches in length.

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A.S.K. SERVICES, INC.

Bernard J. Youngblood
Wayne County Register of Deeds
January 14, 2010 02:43 PM
Liber 48303 Page 304-309
#2010012314 AGR FEE: \$30.00



**STORMWATER DRAINAGE AND RETENTION EASEMENT AND
MAINTENANCE AGREEMENT**

This Stormwater Drainage Easement and Maintenance Agreement (hereinafter the "**Agreement**") is made and entered into this 17th day of December 2009, by and between **JEFF BENSON ENTERPRISES LLC ("Benson")**, whose mailing address is 34175 Michigan Avenue, Wayne, Michigan 48184, and **TIM DONUT U.S. LIMITED, INC.**, a Florida corporation ("**Tim Donut**"), whose mailing address is 4150 Tuller Road, Suite 236, Dublin, Ohio 43017.

WITNESSETH:

WHEREAS, Tim Donut is the owner of that certain real property located in the State of Michigan, County of Wayne and City of Wayne, as more particularly described in **Exhibit A** which is attached hereto and made a part hereof (which real estate is hereinafter referred to as the "**Parcel A**"); and

WHEREAS, Benson is the owner of that certain real property located in the State of Michigan, County of Wayne and City of Wayne, as more particularly described in **Exhibit B** which is attached hereto and made a part hereof (which real estate is hereinafter referred to as "**Parcel B**"); and

WHEREAS, Benson and Tim Donut desire to establish certain easements and covenants in connection with the stormwater drainage required in connection with the development and use of their respective parcels and to provide for the use, operation, construction, maintenance and repair of the necessary improvements and appurtenances to provide such drainage and retention.

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

1. **Stormwater Drainage Easement on Parcel A.** Tim Donut hereby grants, conveys and delivers to Benson, for the use and benefit of Benson and his successors, heirs and assigns, a non-exclusive, perpetual easement, appurtenant to Parcel A, for the purpose of draining any and all storm water run-off and outlet from Parcel B and the improvements which may, from time to time, be constructed, altered, modified and maintained thereon. The proposed Stormwater System is depicted in **Exhibit C**, attached hereto and made a part hereof.

2. **Construction, Maintenance and Repair of Stormwater System.** Tim Donut agrees to install an extension of Benson's water line from Parcel B to a catch basin located on Parcel A. Tim Donut covenants and agrees to adequately construct, maintain and repair a Stormwater System on Parcel A. Benson agrees to reimburse Tim Donut for its proportionate share, which shall be fifty percent (50%) of the total annual reasonable and customary costs and expenses of maintenance and repair of the Stormwater System. In the event Tim Donut fails or refuses to adequately maintain or repair said Stormwater System after reasonable notice from Benson, Benson shall have the option, but not the obligation, to perform the necessary maintenance or repairs and to bill the reasonable cost thereof to Tim Donut.

Stormwater Drainage and Retention Easement

L 48303 - P 305

3. Binding Effect. The above-described easement and covenants shall be for the use and benefit of the Parcels A and B and the owners from time to time of all or any part thereof. All provisions of this Agreement, including the covenants, benefits and burdens, shall run with the land and be binding upon and inure to the heirs, executors, administrators, personal and/or legal representatives, successors, assigns and tenants of Tim Donut and Benson.

4. Transfer Tax Exemptions. This instrument is exempt from the State transfer tax by reason of MCL 207.526(a) as the consideration is less than One Hundred Dollars (\$100.00) Dollars. It is also exempt from the county transfer tax by reason of MCL.505(a) for the reason that the consideration is less than One Hundred (\$100.00) Dollars.

5. Applicable Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Michigan.


6. Cumulative Rights and Remedies. The rights and remedies given to any of the parties are cumulative and the exercise of any one of such rights or remedies shall not operate to bar the exercise of any other rights or remedies available to such party under the provisions of this Agreement or at law or in equity.

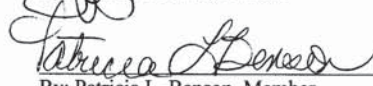
7. Article Headings. The article headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

8. Counterparts. This Agreement may be executed in any number of counterparts, any one of which shall constitute an original and all counterparts being but one instrument. This Agreement shall be considered to be made as of the date above.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

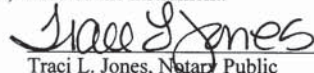
JEFF BENSON ENTERPRISES LLC


By: Jeffrey Benson, Member


By: Patricia L. Benson, Member

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

On the 16th day of December, 2009, before me, the undersigned, a notary public in and for said state, personally appeared **Jeffrey Benson** and **Patricia L. Benson**, the Members of **Jeff Benson Enterprises, LLC.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals or the person upon behalf of which the individuals acted, executed the instrument.


Traci L. Jones, Notary Public
Macomb County, Michigan
Acting in Wayne County, Michigan
My Commission expires: 09/21/2012

Stormwater Drainage and Retention Easement

TIM DONUT U.S. LIMITED, INC.

By: [Signature]
 Name: JOHN M. GOLASZEWSKI, JR.
 Its: AUTHORIZED SIGNING OFFICER

By: [Signature]
 Name: MICHAEL N. SIMON
 Its: VICE PRESIDENT

Legal Dept. _____

STATE OF OHIO
 COUNTY OF FRANKLIN, SS:

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 14th day of December, 2009, before me personally appeared

JOHN M. GOLASZEWSKI, JR.
AUTHORIZED SIGNING OFFICER

and MICHAEL N. SIMON
VICE PRESIDENT of TIM DONUT

U.S. LIMITED, INC., a Florida corporation, who are known to me as the person(s) and officer(s) described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledge(d) that he/she/they hold(s) the position(s) or title(s) set forth in the instrument and certificate, that he/she/they signed the instrument on behalf of the corporation by proper authority, and that the instrument was the act of the corporation for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.



ANDREA M. MCGEEHAN
 Notary Public, State of Ohio
 My Commission Expires 01-30-11

[Signature]
 Notary Public

This document prepared by
 and when recorded return to:
 Shilpa M. Upadhye, Esq.
 Tim Donut U.S. Limited, Inc.
 874 Sinclair Road
 Oakville, Ontario L6K 2Y1

WHEN RECORDED RETURN TO:
 LAWYERS TITLE/Commonwealth NCS
 1050 Wilshire Dr., Ste. 310
 Troy, MI 48064
 N-104314

EXHIBIT A**Parcel A****Tim Donut U.S. Limited, Inc.**

Situated in the State of Michigan, County of Wayne, City of Wayne, and being part of Lot 621 of Supervisor's Nankin Plat No. 13, as shown for record in Liber 65, Page 86 of Plats, (all references used in this description refer to Wayne County Records), and containing 0.605 acre of land, more or less, and being all out of that tract of land conveyed to Jeff Benson Enterprises, LLC of record in Liber 30267, Page 2675, said 0.605 acre tract being more particularly described as follows:

Beginning, for reference, at Wayne County Monument F-11, being the southwest corner of the southeast Quarter of Section 28, Township 2 South, Range 9 East;

Thence South 2°39'53" East, a distance of 70.07 feet to a ¾ inch iron pipe in concrete found at the northwesterly corner of said Lot 621, also being in the southerly right of way line of Michigan Avenue (U.S. Route 12);

Thence with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 125.00 feet to an iron pipe set at the northwesterly corner of said Jeff Benson Enterprises tract, said iron pipe marking the true point of beginning of the herein described 0.605 acre tract;

Thence continuing with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 115.36 feet to an iron pipe set;

Thence with a new division line, across and through said Lot 621, South 7°35'26" East, a distance of 229.16 feet to an iron pipe set in the southerly line of said Lot 621, also being the northerly line of Lot 620 of said Supervisor's Nankin Plat No. 13;

Thence with the southerly line of said Lot 621, also being the northerly line of said Lot 620, South 84°18'18" West, a distance of 115.40 feet to an iron pipe set at the southwesterly corner of said Jeff Benson Enterprises tract;

Thence with the westerly line of said Jeff Benson Enterprises tract, North 7°35'26" West, a distance of 227.59 feet to the point of beginning.

Containing 0.605 acre of land, more or less.

Subject to all easements, restrictions, and rights of way of previous record or otherwise legally established.

Basis of Bearings: The southerly right of way line of Michigan Avenue was assigned a bearing of North 83°31'35" East, as shown for record on Supervisor's Nankin Plat No. 13, Liber 65, Page 86 of Plats, Wayne County Record's.

All iron pipes set are ¾ inch inside diameter by 30 inches in length.

EXHIBIT B**Parcel B****Jeff Benson Enterprises LLC**

The land situated in the City of Wayne, County of Wayne, State of Michigan, and being part of Lot 621 of Supervisor's Nankin Plat No. 13, as shown for record in Liber 65, Page 86 of Plats (all references used in this description refer to Wayne County Records), and containing 0.657 acre of land, more or less, and being all out of that tract of land conveyed to Jeff Benson Enterprises, LLC of record in Liber 30267, page 2675, said 0.657 acre tract being more particularly described as follows:

Beginning, for reference, at Wayne County Monument F-11, being the southwest corner of the southeast Quarter of Section 28, Township 2 South, Range 9 East;

Thence South 2°39'53" East, a distance of 70.07 feet to a 3/4 inch iron pipe in concrete found at the northwesterly corner of said Lot 621, also being in the southerly right of way line of Michigan Avenue (U.S. Route 12);

Thence with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 240.36 feet to an iron pipe set at the true point of beginning of the herein described 0.657 acre tract;

Thence continuing with the northerly line of said Lot 621, also being the southerly right of way line of said Michigan Avenue, North 83°31'35" East, a distance of 115.49 feet to an iron pipe set at the northeasterly corner of said Lot 621, also being the northeasterly corner of said Jeff Benson Enterprises tract, also being the northwesterly corner of Lot 622 of said Supervisor's Nankin Plat No. 13;

Thence with the easterly line of said Lot 621, also being the easterly line of said Jeff Benson Enterprises tract, also with the westerly line of said Lot 622, South 11°59'34" East, a distance of 232.00 feet to a 1/2 inch rebar found at the southeasterly corner of said Lot 621, also being the southeasterly corner of said Jeff Benson Enterprises tract, also being the southwesterly corner of said Lot 622, also being the southeasterly corner of Lot 620 of said Supervisor's Nankin Plat No. 13;

Thence with the southerly line of said Lot 621, also being the southerly line of said Jeff Benson Enterprises tract, also with the northerly line of said Lot 620, South 84°18'18" West, a distance of 133.35 feet to an iron pipe set;

Thence with a new division line, across and through said Lot 621, North 7°35'26" West, a distance of 229.16 feet to the point of beginning.

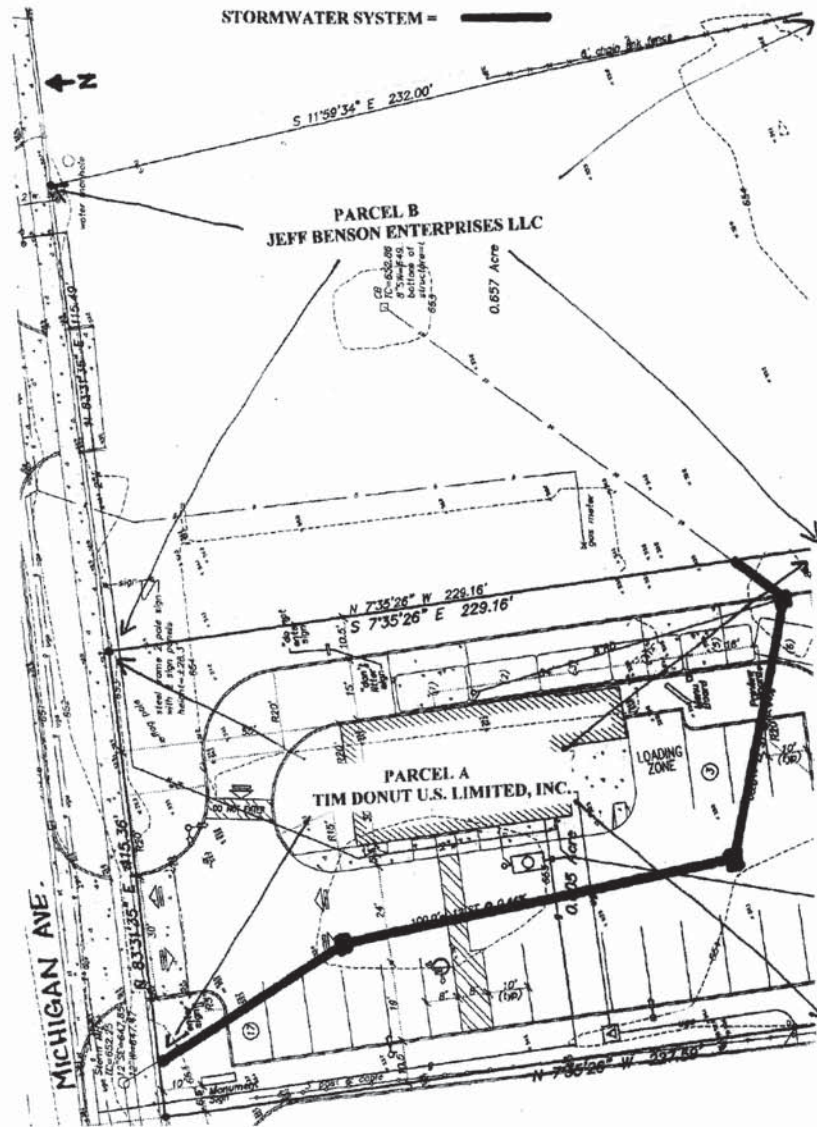
Containing 0.657 acre of land, more or less.

Subject to all easements, restrictions, and rights of way of previous record or otherwise legally established.

Basis of Bearings: The southerly right of way line of Michigan Avenue was assigned a bearing of North 83°31'35" East, as shown for record on Supervisor's Nankin Plat No. 13, Liber 65, Page 86 of Plats, Wayne County Records.

All iron pipes set are 3/4 inch inside diameter by 30 inches in length.

EXHIBIT C
Depiction of Proposed Stormwater System



Stormwater Drainage and Retention Easement