

**WHITE LAKE TOWNSHIP
INTER-OFFICE MEMORANDUM
COMMUNITY DEVELOPMENT DEPARTMENT**

DATE: June 13, 2022

TO: Rik Kowall, Supervisor
Township Board of Trustees

FROM: Sean O'Neil, AICP
Community Development Director

**SUBJECT: Taco Bell (Highland Road and Bogie Lake Road)
Planned business development agreement approval**
Property described as parcel number 12-20-276-036, located at the northeast corner of Highland Road (M-59) and Bogie Lake Road, consisting of approximately 1.07 acres, currently zoned (PB) Planned Business District.

The Planning Commission will take action on the above matter at their regular meeting of June 16, 2022. Draft minutes, that will include the Planning Commission's recommendation to the Township Board, will be sent under separate cover.

Please find enclosed the following related documents:

- Review letter prepared by the Township Engineering Consultant, Mike Leuffgen, dated June 2, 2022
- Review letter prepared by the Township Staff Planner, Justin Quagliata, dated June 2, 2022.
- Review letter prepared by the Township Attorney, Lisa Hamameh, dated June 3, 2022.
- Draft Planned Business Development Agreement submitted by the applicant.
- Nonexclusive Stormwater Discharge Agreement submitted by the applicant.
- Covenant Deed submitted by the applicant.

Please place this matter on the next available Township Board agenda. Do not hesitate to contact me should you require additional information.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

June 2, 2022

Sean O' Neil
Community Development Department
Charter Township of White Lake
7525 Highland Road
White Lake, Michigan 48383

RE: **Taco Bell- Meijer Outlot – PBD Review #2**

DLZ# 2145-7233-16

Dear Mr. O' Neil,

We have completed our review of the above document for the above-mentioned project and offer the following comments:

Note that comments from our May 12, 2022 review are in *italics*. Responses to those comments are in **bold**. New comments are in standard typeface.

Comments

1. *Article III, Section 3.1 shall include reference to the three required and executed Cross Access Easements.* **Comment outstanding. Design engineer notes that the owner is in discussion with the Township and neighboring properties to resolve the Cross Access Easement Agreement. Language with respect to this item will need to be included in the PDA document section as noted in our original comment above.**
2. *Comments from our Final Site Plan, Final Engineering Plan, and Cross Access Easement review in our letter dated April 27, 2022 shall be addressed. Once approved, the FSP is to be used as Exhibit B to this PBDA document once approved.* **Comment outstanding. Please reference our most recent review letter dated June 2, 2022.**
3. *Exhibit A (PBD Property Description) has not been attached to the PBD document. This exhibit will need to be reviewed by our office.* **Comment addressed.**

Recommendation

We do not recommend approval or acceptance of the document at this time. The above comments will be required to be addressed and the revised document submitted for our review.

Please feel free to contact our office should you have any questions.

Sincerely,

DLZ Michigan



Michael Leuffgen, P.E.
Department Manager



Victoria Loemker, P.E.
Senior Engineer

Cc: Justin Quagliata, Community Development, *via email*
Hannah Micallef, Community Development, *via email*
Aaron Potter, DPS Director, White Lake Township, *via email*

Rik Kowall, Supervisor
Anthony L. Noble, Clerk
Mike Roman, Treasurer



Trustees
Scott Ruggles
Liz Fessler Smith
Andrea C. Voorheis
Michael Powell

WHITE LAKE TOWNSHIP

7525 Highland Road • White Lake, Michigan 48383-2900 • (248) 698-3300 • www.whitelaketwp.com

June 2, 2022

L&A Architects, Inc.
441 S. Livernois, Suite 265
Rochester Hills, MI 48307

ATTN: Greg Lautzenheiser

**RE: Taco Bell
Final Site Plan – Review #4
Planned Business Development Agreement – Review #5**

Dear Mr. Lautzenheiser:

Per your request and by request of the Developer, this letter contains a list of final site plan (FSP) comments and planned business development (PBD) agreement comments:

FSP

- Symbol 1 (field brick veneer) and Symbol 5 (accent #2 brick veneer) are identified as the same color within the Exterior Finish Schedule on Sheet A4.0. Revise accordingly.
- Both the field brick veneer and accent #2 brick veneer are colors not supported by staff. The Planning Commission previously informed the Applicant the building materials and color scheme should, generally, be similar to the Taco Bell at 8100 Cooley Lake Road. At said location, the two brick veneer colors are “Almond” and “Pewter.” Aesthetically, both of the proposed golden brick veneer colors are not compatible with or complimentary to the architectural character of surrounding buildings in the area. Staff recommends rejection of both of the proposed golden brick veneer colors.
- In the Applicant’s response to the last FSP review, it was stated window coverage (percentage) is indicated as “storefront area” on Sheets A4.0 and A4.1. The words “storefront area” shall be replaced with the words “window coverage” on the aforementioned exterior elevations.
- The Westgate floodlights (Fixture H1) shall not be installed and shall be removed from the photometric plan (Sheet A0.7).
- For the LSI Industries, Inc. luminaries, the lumens listed in the Fixture Schedule on the photometric plan (Sheet A0.7) do not match the lumens from the lighting fixture specification sheets. Revise the Fixture Schedule to be consistent with the catalog details.

- For the LSI Industries, Inc. luminaries, the submitted catalog details indicate the fixture finish is to be selected by the architect. Light fixture selections and colors are subject to review and approval by the Township. The fixture finish shall be Bronze. Revise accordingly.
- For the Lithonia Lighting Fixture E2, the submitted catalog details indicate the fixture finish is to be selected by the architect. Light fixture selections and colors are subject to review and approval by the Township. The fixture finish shall be Dark Bronze or Black. Revise accordingly.
- Separate catalog details shall be provided for the Lithonia Lighting Fixture E2E.
- The light pole detail on Sheet A0.7 shall be revised. As stated in previous correspondence, the light pole detail shall indicate the total height including the base, pole, and light fixture (measured to the top of the fixture or pole, whichever is greater). In the Applicant's response to the last FSP review, it was stated the pole height was indicated on the detail. Contrary to said statement, the pole height was not indicated on the detail. Furthermore, the total height indicated (16 feet) is incorrect. The Fixture Schedule on the photometric plan and a note added to the aluminum square pole specification sheet by the Applicant indicated the poles would be 13.5 feet in height. On the Pole Selection Chart on the specification sheet, there is not an option for a 13.5-foot-tall pole. Additionally, the fixtures on the pole-mounted luminaires would be 7.6-inches in height from the point where the fixture meets the pole to the sky-side of the fixture.
- The trash enclosure detail (Sheet G2.0) shall be revised to indicate which brick veneer (multiple proposed) would cover the exterior face of the dumpster/trash storage enclosure. Staff recommends utilizing accent #1 brick veneer to cover the exterior face of the dumpster/trash storage enclosure.
- The Applicant shall clarify the purpose of the 200-gallon outdoor grease container within the dumpster/trash storage enclosure. DLZ informed staff such grease containers are typically used for disposal of fryer grease and get emptied by a waste collection company when full. Per the Engineering Design Standards and sanitary sewers ordinance, all leads to commercial or institutional food service operations shall have a 1,000-gallon grease interceptor (proposed – see Sheet C5.0). Two, 96-gallon compost bins are also proposed within the dumpster/trash storage enclosure. Staff is concerned the outdoor grease container and compost bins could become a nuisance if not maintained. Also, a spill could occur during transfer of fats, oils, and grease (FOG) from inside the building to the outdoor storage container. If not necessary for the operation of the restaurant, consideration should be given to eliminating said bins and container; this would allow the dumpster/trash storage enclosure to be reduced in size.
 - The Applicant shall consult the Director of Public Services on all matters related to FOG. Additionally, the Applicant shall be advised the sanitary sewers ordinance states animal or vegetable grease stored by businesses outside of their buildings must be kept in a self-contained, sealed, leak-proof grease container which is approved by the Township. The container and the area in and around the container must be kept clean, and the name and address of the business must be clearly identified on the outside of the container. Any person or business found disposing of FOG in the Township sewer system and/or not properly maintaining their grease container(s) shall be guilty of a misdemeanor and shall be responsible for the costs incurred by the Township in cleaning-up and disposing of the grease.
- Sign permit applications shall be submitted prior to installation of all proposed signs, including the drive-thru menu board. Signs permits are subject to approval by the Community Development Director or his designee.

PBD Agreement

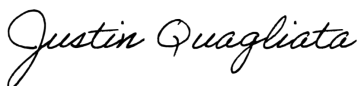
- Item 2.2, Page 3: The word “commit” shall be replaced with the word “contribute” in the last sentence.
- Item 2.2, Page 3: The words “for public benefit on the Property” shall be added following the word “improvement” in the last sentence.
- As stated in previous correspondence, Exhibit B must be the PBD Plan. Currently, Exhibit B is a “Description of Site Plan and Related Plans and Specifications.”
- As stated in previous correspondence, Page 7 of the Agreement shall be revised so the document when recorded is “Returned to” the Township.
 - Recording of the original executed Agreement shall be completed by the Township and all recording fees shall be paid by the Developer.

Other Comments

- All comments of the Township Engineering Consultant shall be addressed.
- All comments of the Township Attorney shall be addressed.
- All site plan review submittals, following the initial Preliminary Site Plan review, shall include a response letter detailing the changes made to the plan since the previous submittal.

Based on the items identified in this letter, the FSP and PBD Agreement are eligible for consideration by the Planning Commission. Staff recommends approval of both the FSP and PBD Agreement, subject to all outstanding items being addressed by revising and resubmitting the necessary documents/plans for administrative backcheck/review prior to the scheduling of a pre-construction meeting for the project. If you have any questions regarding this matter, please contact me at (248) 698-3300 ext. 177 or by email at justinq@whitelaketwp.com.

Sincerely,



Justin Quagliata
Staff Planner

cc: Sean O’Neil, AICP, Community Development Director
Hannah Micallef, Community Development
Aaron Potter, Director of Public Services
Michael Leuffgen, DLZ
Victoria Loemker, DLZ
Lisa Hamameh, Township Attorney
Louis Dortch, Dortch Enterprises
Bob Grabowski, Dortch Enterprises
George F. Rizik II, Rizik & Rizik

LISA J. HAMAMEH
lhamameh@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

June 3, 2022

via email: soneil@whitelaketwp.com

Sean O'Neil
Community Development Director
White Lake Township
7525 Highland Road
White Lake, Michigan 48383

**RE: 5th Review of Planned Development Agreement
Taco Bell – Meijer Outlot**

Dear Sean:

You asked that we review the proposed Planned Business Development Agreement for Taco Bell – Meijer Outlot (“Agreement”) submitted by Great Lakes Taco, LLC (“Developer”), received by transmittal dated May 18, 2022. We defer to the Township Staff Planner and Engineer reviews of the Exhibits. We offer the following general comments regarding the Agreement:

1. As stated in previous correspondence, the Township should confirm that all of the conditions of approval are listed in Agreement, including the requirement of cross access easements, utility easements, stormwater easements, bills of sale, if applicable, and attachment of any review letters of staff and consultants that approval is conditioned on.
2. As stated in previous correspondence, the Township should consider whether painting the lift station should be permitted as provided in Paragraph 2.2. Additionally, while Developer revised the language regarding the \$5,000 contribution, it does not clarify the purpose of the contribution (e.g. is the Developer required to install a sidewalk improvement, for which the contribution is intended). The Developer should follow-up with staff regarding the purpose of the contribution and which fund it is intended for (Parks or Pathway).
3. As stated in correspondence by the Staff Planner, the PBD Plan must be attached as Exhibit B, as provided in Paragraph 1.4.
4. In light of the removal of former Paragraph 5.13 captioned “Force Majeure,” reference to that section in Paragraph 5.6 should be removed.

Please let us know if you have any questions or would like to discuss this matter further.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC


Lisa J. Hamameh

cc: Mike Leuffgen

PLANNED BUSINESS DEVELOPMENT AGREEMENT

This Planned Business Development Agreement (“Agreement”) is made this ____ day of May, 2022 (“Effective Date”), by Great Lakes Taco LLC, a Michigan limited liability company (herein “Developer” and “Owner”), whose address is 8487 Retreat Dr., Grand Blanc, MI 48439, and the Charter Township of White Lake, a Michigan municipal corporation (“Township”), whose address is 7525 Highland Road, White Lake, MI 48383.

Recitals

- A. Developer owns real estate situated in the Township, more particularly described on Exhibit A (the “Property”).
- B. Developer has applied to the Township to establish the Property as a Planned Business development (“PBD”), pursuant to provisions of the Township Zoning Ordinance.
- C. The Property is zoned Planned Business District.
- D. Section 6.7.B of the Township Zoning Ordinance provides for the execution of a development agreement between the Developer and the Township.
- E. On January 6, 2022, the Planning Commission recommended approval of the Preliminary Site Plan, subject to conditions, after holding a public hearing.
- F. On January 18, 2022, the Township Board approved the Preliminary Site Plan for the Development, subject to addressing all comments and recommendations of staff, consultants, Planning Commission and the Community Development Department Director.
- G. On _____ the Planning Commission approved the Final Site Plan (“PBD Plans”).
- H. On _____ the Township Board determined the Development qualifies for PBD Development in accordance with the Township Zoning Ordinance, Section 6.7, and approved the entry, execution and recording of this Agreement.
- I. By entering into this Agreement, the parties desire to set forth their respective obligations with respect to the PBD and the conditions under which the Township has granted final PBD approval. The Township is willing to establish the property as a PBD and Developer is willing to develop and maintain the PBD, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, Developer and Township hereby declare that the Property is and shall be held, transferred, sold, conveyed and occupied, subject to any covenants, conditions, easements, restrictions, grants, and reservations set forth herein; all of which covenants, conditions, easements, restrictions, grants and reservations are for the benefit of and shall run with and bind the Property and all parties having any right, title or interest in any or all portion of the Property, or any improvements therein, as well as their heirs, successors, personal representatives, and assigns.

ARTICLE I

DEFINITIONS

1.1 “Developer” shall mean Great Lakes Taco, LLC, a Michigan limited liability company, and its successors and assigns.

1.2 “Owner” shall mean the holder or holders of record fee simple title to any portion of the Property. The term “Owner” shall include any grantee or lessee to all or any portion of the Property. If more than one person owns fee simple title to any portion of the Property, then the interest of all such persons, collectively, shall be that of one “Owner”.

1.3 “Person” shall mean any individual, partnership, corporation, limited liability company, trust, or any other form of business or governmental entity.

1.4 “PBD Plan” shall mean the final PBD site plan and related plans and specifications approved by and on file with the Township, attached as Exhibit B.

1.5 “PBD Conditions” shall mean the conditions established and required by the Township Board in connection with its approval of the PBD Plan and rezoning, as listed on Exhibit C.

ARTICLE II

ESTABLISHMENT OF PBD AND PBD PLANS

2.1 Approved Final PBD Plan; Exhibits. The PBD plan, dated _____, 2022, has been approved by the Township as a final PBD site plan under the Township Zoning Ordinance. The PBD site plan approval grants Owner and/or Developer the right to construct facilities as set forth in the PBD site plan, subject to obtaining permits for said construction in the ordinary course. All exhibits attached hereto are incorporated herein and made a part hereof by reference.

2.2 Statement of Planning Objectives to be Achieved by the Development. Developer has purchased the Property from Meijer Inc., in order to design, build, and operate a single-building, state of the art, franchised Taco Bell® restaurant with parking, on-site service and consumption and drive-through service window(s)/station(s). The development will serve the local community and passing traffic along Highland Road. The building and all improvements will be developed, constructed, operated and maintained in accordance with all township ordinances and regulations, and shall incorporate brick elements as well as required Taco Bell® branding in order to create a desirable aesthetic. Developer will build and use an easement drive on the north side of their property to accommodate traffic between McDonalds and Bogie Lake Road. This easement will

also accommodate traffic from Nordic Drive and the Koby property to the east of McDonalds. This drive is currently being used by motorists but is a rutted two lane dirt drive, the new, paved drive will benefit all parties. Developer will also beautify the existing lift station at the corner of Bogie Lake Road and Highland Road using landscaping and will also paint the structure if allowed by ordinance. Developer is working and will continue to work with the owners of the two parcels to the east to obtain a three-party cross access easement agreement. The northerly access will be constructed with the initial development, regardless of the status of the three-party cross access easement agreement. Developer will commit \$5,000.00 to the White Lake Township pathway fund in lieu of the provision of an improvement.

2.3 Development Schedule. The proposed approximate development schedule for the development of Property is attached as Exhibit D, which may be modified by Developer as necessary or appropriate, with the Township's consent.

2.4 Statement of Developer's Intentions Regarding Future Sale or Lease. The Developer intends to be an owner-operator on the Property; but also intends to sell or transfer the Property to a third party Person in the future. Developer may also transfer the Property to an affiliate of Developer for leasing to the Developer or another Person, subject to the terms of this Agreement. Nothing in this Agreement shall preclude, prohibit or restrict any sale, transfer, conveyance or mortgage of the Property to any Person.

2.5 Adherence to Ordinances. Except as otherwise provided herein, Developer and Owner shall adhere to the Ordinances of the Township. To the extent that developing the property in accordance with the PBD Plan will deviate from the Township Zoning Ordinance or any other ordinance, resolution, rule or regulation of the Township, currently in effect or which may be adopted in the future, the Township shall be deemed to have granted, and hereby grants, all such deviations.

2.6 Traffic Impact Study. The Traffic Impact Study requirement for this project has been waived by the Township.

2.7 Community Impact Statement. The Community Impact Study requirement for this project has been waived by the Township.

2.8 Performance Criteria. Developer and Owner affirmatively submit that the proposed uses on the Property shall not exceed the performance criteria found in the Zoning Ordinance in the standards listed in Article 5, Section 18 of the Ordinance.

2.9 Waivers. Developer has requested certain deviations or waivers from provisions of the Ordinance, which shall be deemed as granted by the Township upon execution of this Agreement. Those deviations and waivers are set forth in Exhibit E, which is made a part of this Agreement.

ARTICLE III

CONDITIONS, PERMITS AND STIPULATIONS

3.1 Permits and Authorizations. All state, county and federal permits required for completion of the project shall be approved prior to the scheduling of a pre-construction meeting with Developer and the Township staff and consultants. The following permits and approvals are required:

- 3.1.1 Permit from the Oakland County Road Commission for all work within the Bogie Lake Road Right-Of-Way;
- 3.1.2 Permit from the MDOT for work within the M-59/Highland Road Right-Of-Way;
- 3.1.3 SESC permit from the OCWRC;
- 3.1.4 Sanitary Sewer Permit from the OCWRC for work on and connection to the existing sanitary sewer;
- 3.1.5 Executed Stormwater Maintenance Agreement, or modification to the existing Meijer agreement adding these storm sewer improvements;
- 3.1.6 Building Permit from the White Lake Twp. Building Department; and
- 3.1.7 Health Department Permit from the Oakland County Health Department

3.2 Improvements and Alterations. Developer shall not engage in any improvements or alterations on the Property, including, without limitation, site grading work or installation of utilities, until completion of the pre-construction meeting.

3.3 Conditions. The conditions attached by the Township Board for approval of the PBD Plan, as listed on Exhibit C attached hereto, are incorporated into the Township's PBD approval. Any violation of these conditions shall be considered a breach of this Agreement.

ARTICLE IV

ACTION BY THE TOWNSHIP

4.1 Maintenance of Property. In the event Developer or Owner fail at any time to maintain the Property in a first class condition, using commercially reasonable standards consistent with the approved site plan and this Agreement, the Township may serve written notice upon Owner setting forth the manner in which Developer or Owner have failed to maintain the Property, and such notice shall include a demand that deficiencies be cured within a stated reasonable time period no less than sixty (60) days, and shall set forth the date, time and place of a hearing before the Township Board for the purpose of allowing Owner to be heard as to why the Township should not proceed to perform the maintenance which has not been undertaken. In that hearing, the time for curing such deficiencies and the hearing itself may be extended. If, following the hearing, the Township Board shall determine that the deficiency has not been cured within the time specified at the hearing, then upon five (5) days written notice to Owner, the Township shall thereupon have the power and authority, but not the obligation, to enter upon the Property or cause its agents or contractors to enter upon

the Property to cure such deficiency as reasonably found by the Township to be appropriate and/or necessary, in a manner so as to reasonably minimize any interference with the business operations on the Property and the cost and expense of such curative action, including the cost of notices by the Township and reasonable legal, planning, and engineering fees and costs incurred by the Township, shall be paid by the Owner. Such amount shall constitute a lien on the Property and the Township may require such costs and expenses to be paid prior to the commencement of work. If such costs and expenses have not been paid within sixty (60) days of a billing to the Owner, all unpaid amounts may be a) placed on a delinquent tax roll of the Township as to the Property and shall accrue interest and penalties and shall be collected as and shall be deemed delinquent real property taxes according to the laws made and provided for the collection of delinquent real property taxes in the discretion of the Township; or b) assessed against the Owner and collected as a special assessment on the next annual Township tax roll; or c) collected by use of the applicable provisions of Michigan law providing for foreclosure by advertisement, the Owner having specifically granted the Township the required power of sale to do so; or d) collected by suit against the Owner. If suit is initiated, the Owner shall pay all the Township's legal fees and costs. The selection of remedy shall be at the sole option of the Township, and election of one remedy shall not waive the use of any other remedy.

4.2 Other. The Developer shall be required to repair/replace any broken sections of concrete within the frontage sidewalks adjacent to the site along Bogie Lake Road and Highland Road, as determined by the Township Engineering Consultant,

4.3 Breach. Any breach of this Agreement, the PBD Plan, or any other document governing the development shall constitute a nuisance *per se* which shall be abated. The parties therefore agree that, in the event of a breach of this Agreement by Owner or Developer, the Township, in addition to any other relief to which it may be entitled at law or in equity, shall be entitled under this Agreement to an order of a court of competent jurisdiction providing for relief in the form of injunctive relief or specific performance requiring abatement of the nuisance *per se*.

ARTICLE V

MISCELLANEOUS

5.1 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns. The rights and obligations contained in this Agreement shall run with the property.

5.2 Authority. This Agreement has been duly authorized by all necessary action of the Developer, the Owner and the Township. By execution of this Agreement, the parties each warrant that they have the authority to execute this Agreement and bind the Property and the respective entities to its terms and conditions.

5.3 Amendment. This Agreement shall only be amended pursuant to an instrument executed by the Township, Owner and Developer, or their successor in title. No consent to the amendment of this Agreement shall be required from any other person, including mortgagees.

5.4 Validity. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions herein or the application thereof to any other person. The same shall remain in full force and affect.

5.5 Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between Developer and the Township.

5.6 Time. Time is of essence to this Agreement, subject to the provisions of this Agreement captioned "Force Majeure."

5.7 Waiver. Failure of either party to insist upon strict performance of any of the terms, conditions or covenants hereof shall not be deemed to be a waiver of any rights or remedies that such party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default under this Agreement. No waiver by either party of any default under this Agreement shall be effective or binding unless made in writing and no such waiver shall be implied from any omission by the party to take an action with respect to the default. No express written waiver of any default shall affect any other default or cover any other period of time, and one or more written waivers of any default shall not be deemed to be a waiver of any subsequent default in performance of the same or any other term or provision contained in this Agreement.

5.8 The Township ZBA shall have no jurisdiction over the Property or the application of the Agreement.

5.9 This Agreement shall be governed by the laws of the State of Michigan and in the event of any litigation related to the Agreement or the PBD, venue shall be in and to the exclusive jurisdiction of the courts in Michigan, including the Federal District Court for the Eastern District of Michigan.

5.10 Violations. Violations of the provisions of this Agreement shall be deemed to be violations of the Township Zoning Ordinance and shall entitle the Township to all the rights and remedies provided by the Zoning Ordinance or any other applicable law for such violation.

5.11 Notice. This PBD Agreement shall be recorded by the Township at the Office of the Oakland County Register of Deeds.

5.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

5.13 At the time of execution of this Agreement, the Developer will not have yet obtained engineering approvals for the Development. Additional conditions may be imposed in connection with engineering approvals, provided that no such conditions be inconsistent with the PBD Plan or this Agreement and shall not change or eliminate any development right authorized thereby. Those conditions shall be incorporated into and made part of this Agreement automatically upon issuance of said conditions.

Recording of the original executed Agreement shall be completed by the Township and all recording fees shall be paid by the Developer.

The undersigned have executed this Agreement effective as of the day and year first written above.

DEVELOPER:

Great Lakes Taco LLC,
a Michigan limited liability company

By: _____
Louis C. Dortch Jr., its manager

STATE OF MICHIGAN)
) SS
COUNTY OF GENESEE)

The foregoing PBD Agreement was acknowledged before me on _____, 2022, by Louis C. Dortch Jr., the manager of Great Lakes Taco LLC, a Michigan limited liability company, on behalf of said limited liability company

Prepared by and when recorded return to:
George F. Rizik, II (P30595)
Rizik & Rizik
9400 S. Saginaw St., Suite E
Grand Blanc, MI 48439
Telephone: 810-953-6000

Developer's
Initials

Township's
Initials

TOWNSHIP:

CHARTER TOWNSHIP OF WHITE LAKE
a Michigan municipal corporation

By: _____
Rik Kowall, Its: Supervisor

By: _____
Anthony L. Noble, Its: Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing PBD Agreement was acknowledged before me this _____ day of _____, 2022, by Rik Kowall, Supervisor and Anthony L. Noble, Clerk of the Charter Township of White Lake, a Michigan municipal corporation, on behalf of said municipal corporation.

_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My commission expires:

Developer's
Initials

Township's
Initials

EXHIBIT A
(PBD PROPERTY DESCRIPTION)

EXHIBIT B
(THE PBD PLAN)

EXHIBIT C
(TOWNSHIP SPECIAL CONDITIONS)

EXHIBIT D
(DEVELOPMENT SCHEDULE)

EXHIBIT E
(APPROVED FINAL PBD DEVIATIONS AND WAIVERS)

EXHIBIT A
(PBD PROPERTY DESCRIPTION)

LAND SITUATED IN THE COUNTY OF OAKLAND, TOWNSHIP OF WHITE LAKE, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST ¼ OF SECTION 20, TOWN 3 NORTH, RANGE 8 EAST, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE CENTER OF SECTION; THENCE NORTH 00 DEGREES 31 MINUTES 08 SECONDS EAST ALONG THE NORTH-SOUTH ¼ LINE OF SAID SECTION 20, 198.92 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 09 SECONDS EAST, 519.78 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 16 SECONDS EAST, 513.36 FEET; THENCE 28.28 FEET ON A CURVE TO THE RIGHT WITH A RADIUS OF 5821.58 FEET, CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES 52 MINUTES 11 SECONDS EAST, 28.28 FEET; THENCE SOUTH 84 DEGREES 42 MINUTES 00 SECONDS EAST, 435.29 FEET; THENCE 118.86 FEET ON A CURVE TO THE LEFT WITH A RADIUS OF 5637.58 FEET, CHORD BEARING AND DISTANCE OF SOUTH 85 DEGREES 18 MINUTES 14 SECONDS EAST, 118.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 01 MINUTE 09 SECONDS WEST, 236.61 FEET; THENCE 94.59 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 533.50 FEET, CHORD BEARING AND DISTANCE OF NORTH 05 DEGREES 00 MINUTES 27 SECONDS WEST, 94.46 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 32 SECONDS EAST, 147.67 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 28 SECONDS WEST, 338.00 FEET; THENCE 137.67 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 5637.58 FEET, CHORD BEARING AND DISTANCE OF NORTH 86 DEGREES 36 MINUTES 27 SECONDS WEST, 137.67 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
(THE PBD PLAN)

DESCRIPTION OF SITE PLAN AND RELATED PLANS AND SPECIFICATIONS

- C1.0 COVER SHEET
- I TOPOGRAPHIC SURVEY
- C2.0 DEMOLITION PLAN
- C3.0 SITE LAYOUT & PAVING PLAN
- C3.1 FIRE TRUCK ACCESS PLAN
- C4.0 GRADING PLAN
- C5.0 UTILITY PLAN
- C6.0 PROFILE PLAN
- C7.0 SOIL EROSION & SEDIMENTATION CONTROL PLAN
- C8.0 SITE DETAILS
- WHITE LAKE TOWNSHIP SANITARY SEWER STANDARD DETAILS
- WHITE LAKE TOWNSHIP STORM SEWER STANDARD DETAILS
- WHITE LAKE TOWNSHIP WATER MAIN STANDARD DETAILS
- OAKLAND COUNTY SOIL EROSION AND SEDIMENTATION CONTROL DETAILS
- L-1 LANDSCAPE PLAN
- IRRIGATION PLAN
- A0.5 SITE PLAN
- A0.6 DIMENSIONAL SITE PLAN
- A0.7 PHOTOMETRIC SITE PLAN
- G2.0 TRASH ENCLOSURE DETAILS
- A1.0 FLOOR PLAN
- A2.0 EQUIPMENT AND SEATING PLAN
- A4.0 EXTERIOR ELEVATIONS (in color)
- A4.1 EXTERIOR ELEVATIONS (in color)
- A4.2 SITE AND BUILDING SECTIONS
- A5.2 WALL SECTIONS
- A5.3 WALL SECTIONS

EXHIBIT C
(TOWNSHIP SPECIAL CONDITIONS)

The Developer shall be required to repair/replace any broken sections of concrete within the frontage sidewalks adjacent to the site along Bogie Lake Road and Highland Road, as determined by the Township Engineering Consultant.

Developer's
Initials

Township's
Initials

EXHIBIT D
(DEVELOPMENT SCHEDULE)

The development schedule will be as follows:

Upon all reviews and approvals obtained, including the required permits, construction will begin. The construction duration from ground break to opening is anticipated to be ninety (90) days.

Developer's
Initials

Township's
Initials

EXHIBIT E
(APPROVED FINAL PBD DEVIATIONS AND WAIVERS)

1. Landscaping Requirement – Section 5.19 D Required Screening and/or Landscaping: Zoning of Adjacent Parcel
Applicable requirement: North: 10-foot greenbelt, 5 deciduous/evergreen trees and 39 shrubs
Proposed: North 7’10” greenbelt, 5 trees, 39 shrubs
Due to site restraints, we are requesting a waiver from the 10’ greenbelt to a 7’-10” greenbelt.
2. Landscaping Requirement – Section 5.19 D Required Screening and/or Landscaping: Zoning of Adjacent Parcel
Applicable requirement: East: Land Form Buffer (A-2), or Buffer Strip (B) & Obscuring Fence (D), or Screen Wall (C)
Proposed: East: Applicant has not provided landscaping/screening that satisfies either of the requirements.
Greenbelt “E” is proposed. We are requesting a waiver from the screening requirements.
3. Landscaping Requirement – Section 5.19 D Required Screening and/or Landscaping: Zoning of Adjacent Parcel
Applicable requirement – West: 20-foot greenbelt, 10 deciduous/evergreen trees and 80 shrubs.
Proposed: West: 9’5” greenbelt, 10 trees, 80 shrubs
Due to site restraints, we are requesting a waiver from the 20’ greenbelt to a 9’-5” greenbelt.
4. Signs: Section 5.9 of the Zoning Ordinance regulates signs. The applicant is proposing a 27.7 square feet wall sign on both the south and west elevation. The ordinance allows the secondary sign to be half the size of the primary sign. We are requesting a 5% waiver so both the south and west wall signs could be 10% of the south building elevation.
5. Architectural Character Requirements – Section 6.8.E.iv: Due to the interior layout of the kitchen equipment etc., the 30% window requirement is unable to be met at the west building elevation. We are requesting a waiver from that requirement accordingly.
6. The Ordinance requires a 60 feet setback from the west property line. We are requesting a waiver of this requirement from 60 feet setback to 34’-3” setback.
7. The Ordinance prohibits placement of the dumpster in the required front yard/street-side setback. We are requesting a waiver of this requirement.
8. The Ordinance requires that trees shall not be planted closer than four feet from the property line. Developer has stated that because of limited space between the property line and the curb, trees cannot be placed more than four feet from the property line. We are requesting waiver of that requirement.

9. Seven trees are required to be placed in the parking lot. Only three trees are provided in the parking lot as shown on the landscape plan. We are requesting waiver of the requirement for seven trees in the parking lot.
-

PBD Agreement 051822

Developer's
Initials

Township's
Initials

NONEXCLUSIVE STORM WATER DISCHARGE AGREEMENT

THIS STORM WATER DISCHARGE AGREEMENT ("Agreement") is made this 17 day of February, 2022, by and between **MEIJER, INC.**, a Michigan corporation, of 2929 Walker Avenue N.W., Grand Rapids, Michigan 49544, Attention: Real Estate Department, hereinafter referred to as "Meijer," and **GREAT LAKES TACO LLC**, a Michigan limited liability company, whose address is 8487 Retreat Drive, Grand Blanc, Michigan 48439, hereinafter referred to as "Developer." Meijer and Developer are together hereinafter referred to as the "Parties."

RECITALS

A. Pursuant to a certain Real Estate Option Contract executed by and between the Parties (with Meijer as Seller and Developer as Buyer), Developer is or is about to become the fee simple owner of a certain parcel of land located in the Township of White Lake, Oakland County, Michigan. Said parcel of land is located on Highland Road (M-59), and is hereinafter referred to as the "Developer Parcel." The Developer Parcel contains approximately 1.068 acres of land and is legally described on the attached **Exhibit A**.

B. Meijer or an affiliated entity is the fee simple owner of a certain parcel of land located in the Township of White Lake, Oakland County, Michigan, which parcel of land is hereinafter referred to as the "Meijer Parcel." The Meijer Parcel contains approximately 67 acres of land and is located on the north side of Highland Road (M-59) west of Bogie Lake Road in White Lake Township. The Meijer Parcel is legally described on the attached **Exhibit B**.

C. The Meijer Parcel and the Developer Parcel adjoin one another. The Developer Parcel is bordered on its western and northern boundary lines by the Meijer Parcel.

D. Meijer has previously constructed a storm water system consisting of catch basins, storm water lines and related facilities, and a detention pond to provide drainage and detention of storm water generated on the Meijer Parcel, hereinafter referred to as the "Storm Water System." Developer has requested that it be permitted to discharge storm water from the Developer Parcel into the Storm Water System.

E. Meijer has agreed to grant Developer certain storm water discharge rights for the purpose of permitting the discharge of storm water from the Developer Parcel into the Storm Water System at the point approximately located on **Exhibit C** attached hereto (hereinafter the "Discharge Point") in accordance with the terms of this Agreement.

F. This easement is exempt from real estate transfer taxes pursuant to MCLA §207.505(a), and §207.526 (a), being a transfer where the value of the consideration is less than \$100.

NOW, THEREFORE, in consideration of the foregoing Recitals, the execution of this Agreement by the Parties hereto, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is agreed as follows:

1. Grant of Discharge Rights. Subject to Developer obtaining all necessary governmental approvals for such discharge into the Storm Water System, Meijer hereby grants to Developer (for the benefit of the Developer Parcel) the right to discharge storm water (free of debris or hazardous or regulated substances) from the Developer Parcel into the Storm Water System, as it may be configured from time to time, at the Discharge Point, at a rate not to exceed the predevelopment rate of flow for the Developer Parcel.

2. Encumbrances. The rights granted to Developer are made subject to all covenants, conditions, restrictions, encumbrances, and easements of record. Developer acknowledges that Meijer may grant other easements and encumbrances over and across the area of the Storm Water System that do not interfere with Developer's discharge rights herein granted.

3. Reservation of Rights. Meijer hereby reserves for itself, its successors and assigns, the right to use the area of the Storm Water System for any purpose which does not limit Developer's discharge rights herein granted.

4. Review of Plans. Developer shall not commence discharge of storm water into the Storm Water System until such time as Meijer is provided with, and has the opportunity to review, all engineering drawings, plans, specifications and other information as Meijer may reasonably require, including storm calculations, a site grading plan and evidence of approval of such discharge/drainage from the applicable governmental authorities. Meijer shall not unreasonably delay or withhold its approval of such plans, drawings and specifications. Provided, however, any modification to the terms of this Agreement, including but not limited to the maximum rate of flow stated in Paragraph 1 may not be amended by a plan approval and may only be modified by an amendment to this Agreement.

Developer acknowledges that Meijer shall not have an obligation to review such submittal and shall not be liable in damages or otherwise for any reason, including any mistake in judgment, negligence or nonfeasance, arising out of or in connection with the approval or disapproval or failure to approve or disapprove or failure to review any proposal submitted pursuant to this Agreement. No approval shall be considered an approval of the plans, drawings and/or specifications from an engineering perspective or a determination that they meet building, environmental or engineering design standards, are in compliance with applicable covenants or governmental requirements, or that any improvements contemplated therein have been built in accordance with such plans, drawings and/or specifications.

5. Maintenance; Manner of Work. Meijer shall maintain the Storm Water System in good order, appearance and repair in full compliance with all applicable laws and regulations and in such a manner to minimize any interference with the Developer Parcel. Notwithstanding the foregoing, Developer shall be responsible maintaining the Discharge Points in good order, appearance and repair in full compliance with all applicable laws and regulations and for the construction of any improvements /modifications to the Storm Water System required by the applicable governmental authorities arising out of the development of the Developer Parcel, subject to Meijer's review and approval of all plans and specifications associated with such work. Any such construction shall be completed by Developer in connection with its development of the Developer Parcel. Such construction (including the preparation of plans and calculations) shall be performed at the sole cost and expense of Developer, and Meijer shall not be obligated to pay for any of such work.

Meijer and Developer agree that to the extent that any party must enter upon the property of any other party in order to perform any right or obligation hereunder, the owner of such property hereby grants the party a license to enter and perform such right or obligation.

6. Payment of Annual Maintenance Fee by Fee Owner of Developer Parcel. In exchange for Meijer's agreement to maintain the Storm Water System as provided herein, Developer agrees to pay Meijer a maintenance fee (the "Maintenance Fee"), by January 15 of each year to cover costs for the calendar year in which the Maintenance Fee is paid. The obligation to pay the Maintenance Fee shall be a covenant that runs with the Developer Parcel. The 2022 calendar year Maintenance Fee shall be One Thousand Five Hundred Dollars (\$1,500.00) and shall be prorated and paid upon execution of this Agreement. The Maintenance Fee shall be increased by fifteen percent (15%) every five (5) years. In addition, with respect to any modification or upgrade to the Storm Water System required by the applicable governmental authorities (other than upgrades or modifications specified in Paragraph 4(a) above), Developer agrees to reimburse Meijer five percent (5%) of all documented costs associated with such upgrade/modification. Payment shall be made to the order of Meijer. Failure to provide payment to Meijer within ten (10) days after receipt of written notice from Meijer of Developer's failure to pay shall be deemed a material breach of this Agreement.

(a) If Developer fails to pay Meijer the Maintenance Fee within the specified time period, (a) Developer shall be responsible for interest on such amount computed at the rate of the smaller of (i) eight (8%) percent per annum and (ii) the highest interest rate allowed by law, calculated monthly, from the date of any such claim by Meijer to the date of payment; (b) Meijer shall be entitled to pursue whatever remedies it may have in law or equity; and (c) Meijer shall have the right to file a lien against the Developer Parcel in the amount of the claim. Any such lien shall be considered to be akin to a mortgage lien and Meijer may foreclose upon it in the same manner as a mortgage lien. In no event shall any lien filed under this paragraph be superior to any lien of any construction mortgage utilized to facilitate the initial development of the Developer Parcel from its current status as a vacant parcel and recorded in the real property records for the Developer Parcel prior to the date Developer has completed such initial development. The provisions and requirements of the Michigan Construction Lien Act shall not apply to this lien.

7. Developer's Insurance Requirements. At all times during the term of this Agreement, Developer shall purchase and maintain the following insurance coverages: (i) Commercial General Liability including premises/operations, independent contractors, broad form property damage, personal/advertising injury, blanket contractual liability, fire and explosion legal liability, explosion/collapse/and underground hazard coverage, and products/completed operations coverage in an amount not less than Three Million Dollars (\$3,000,000) per occurrence; such policy shall be an occurrence policy and not a claims-made policy. Meijer, Inc., Meijer Stores Limited Partnership and their affiliated entities must be named as an additional insured on an endorsement acceptable to Meijer, at no cost to Meijer. The additional insured endorsement shall extend coverage to the contractual liability and completed operations coverage. A copy of the additional insured endorsement is required. Developer acknowledges that Meijer may elect to increase the required coverage amount not more than once every ten years in order to continue coverage amounts consistent with Meijer's standards at such time. (ii) Automobile Liability including contractual liability coverage for all owned, hired and non-owned vehicles with a combined single limit not less than One Million Dollars single limit. (iii) Workers' Compensation coverage for its employees or contractors with statutory limits; such policy shall include an Alternate Employer endorsement. (iv) Employers' Liability coverage with limits of Five Hundred Thousand Dollars (\$500,000.00). Evidence of all insurance required shall be promptly sent to the Risk Management Department, P.O. Box 3280, Grand Rapids, Michigan 49501-3280. Insurance policies shall afford primary coverage and contain a provision that the coverages afforded shall not be modified or canceled until at least ten (10) days prior written notice has been given to the Meijer Risk Management Department. All required insurance policies shall be underwritten by an insurance carrier with an A.M. Best rating of an A- or better. Compliance by Developer with the requirements in this Paragraph 7 (Developer's Insurance Requirements) as to carrying insurance and furnishing proof thereof to Meijer shall not relieve Developer of its indemnity obligations under Paragraph 9 (Indemnification). Indemnity obligations in this Agreement shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any named insured. Failure to comply with all insurance requirements shall be deemed a material breach of this Agreement. However, failure to provide evidence of existing insurance shall constitute a material breach only if Developer fails to provide such evidence within ten (10) days after written notice from Meijer that Developer has failed to provide the evidence of existing insurance.

8. Insurance Requirements for Developer's Contractors and Subcontractors. Prior to commencing any work on the Meijer Parcel, Developer shall cause its contractor(s) and subcontractor(s) to procure and keep in effect, during the course of their work in, on or about the Meijer's Parcel, the following insurance coverages:

(a) Commercial General Liability including premises/operations, independent contractors, broad form property damage, personal/advertising injury, blanket contractual liability, fire and explosion legal liability, explosion/collapse/and underground hazard coverage, and products/completed operations coverage in an amount not less than Three Million Dollars (\$3,000,000) per occurrence; such policy shall be an occurrence policy and not a claims-made policy. Meijer, Inc., Meijer Stores Limited Partnership, and their affiliated entities must be named as an additional insured on an endorsement acceptable to Meijer, at no cost to Meijer. The additional insured endorsement shall extend coverage to the contractual liability and completed operations

coverage. A copy of the additional insured endorsement is required. Developer acknowledges that Meijer may elect to increase the required coverage amount not more than once every ten years in order to continue coverage amounts consistent with Meijer's standards at such time.

(b) Automobile Liability including contractual liability coverage for all owned, hired and non-owned vehicles with a combined single limit not less than One Million Dollars single limit.

(c) Workers' Compensation coverage for its employees or contractors with statutory limits; such policy shall include an Alternate Employer endorsement.

(d) Employer's Liability coverage with limits of Five Hundred Thousand Dollars (\$500,000).

Evidence of all insurance required shall be promptly sent to the Risk Management Department, P.O. Box 3280, Grand Rapids, MI 49501-3280. Insurance policies shall afford primary coverage and contain a provision that coverages afforded shall not be modified or canceled until at least ten (10) days prior written notice has been given to the Meijer Risk Management Department; All required insurance policies shall be underwritten by an insurance carrier with an A.M. Best rating of an A- or better.

Notwithstanding anything to the contrary in the foregoing, Meijer shall not be responsible for verifying compliance by any contractor and/or subcontractor with the foregoing insurance requirements. Rather, it shall be Developer's sole responsibility to monitor compliance by any of its contractors and/or subcontractors with the foregoing insurance requirements. However, failure to provide evidence of existing insurance shall constitute a material breach only if Developer fails to provide such evidence within ten (10) days after written notice from Meijer that Developer has failed to provide the evidence of existing insurance.

9. Indemnification. Developer agrees to defend, indemnify and save harmless Meijer, its direct and indirect parent, subsidiaries and affiliated entities and their respective officers, directors, shareholders, agents and employees (hereafter collectively "Related Parties"), from and against any and all liability or claim thereof (including but not limited to reasonable actual attorney fees and costs) whether for injury to persons, including death, or damage to property, which may be imposed upon, incurred by or asserted against Meijer or its Related Parties: (i) allegedly or actually arising in connection with or as a direct or indirect result of any activity by Developer, its employees, agents, contractors, subcontractors, lessees, invitees, or licensees in, on, or about Meijer Parcel including use of the Storm Water System; (ii) arising out of any default by Developer under this Agreement; or (iii) arising out of any negligent act or omission to act by Developer, its agents, employees, contractors or subcontractors. The foregoing indemnity from Developer shall to the extent permitted by law include claims alleging or involving joint or comparative negligence, but shall not extend to liability directly resulting only from the sole negligence of Meijer or its Related Parties. Developer agrees to give Meijer the right to approve or select counsel for defending Meijer against any and all claims, liability and damages covered by this indemnity provision.

10. Covenants Running with the Land. The rights herein granted and the agreements herein contained shall be rights and covenants running with the land and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

11. Notices. Notices permitted or required hereunder shall be in writing and shall be delivered or sent by certified mail or overnight delivery by a reputable national carrier to the addresses provided below, (except however, insurance certificates are to be mailed as provided in Paragraphs 7 and 8 above) provided that any party may change such address by written notice to the other party:

If to Developer Great Lakes Taco LLC
8487 Retreat Drive
Grand Blanc, Michigan 48439
Attention: Louis C. Dortch, Jr.

With a copy to: George F. Rizik, II
Rizik & Rizik
9400 South Saginaw Street, Suite E
Grand Blanc, Michigan 48439

If to Meijer Meijer
Real Estate Department
2929 Walker NW
Grand Rapids, Michigan 49544

with a copy to: Meijer
Legal Department
2929 Walker NW
Grand Rapids, Michigan 49544

12. Governing Laws. This Agreement shall be construed in accordance with the laws of the State of Michigan and any applicable federal laws and regulations.

13. Waiver of Default. No waiver of any default by any party to this Agreement shall be implied from any omission by any other party to take any action in respect of such default. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The rights and remedies given to any party to this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which any such party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by any such party shall not impair such party's standing to exercise any other right or remedy.

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

15. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that such deletions can be made without materially changing the basic agreement between the parties. If such deletions cannot be made without materially changing the basic agreement between the parties, then the parties agree to amend, or to permit the court to amend, this Agreement to accomplish essentially the same transaction without said illegal, invalid or unenforceable provisions.

16. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Meijer Parcel to the general public or for the general public or for any public purpose whatsoever, it being the intentions of the parties hereto that this Agreement be strictly limited to and for the purposes herein expressed.

17. Attorney's Fees. If litigation arises out of or in connection with this Agreement, the prevailing party shall be entitled to recover its attorney's fees

18. Counterparts. This Agreement may be executed by the Parties on any number of separate counterparts and all such counterparts so executed constitute one agreement binding on the Parties, notwithstanding that all Parties are not signatories to the same counterpart.

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Nonexclusive Storm Water Discharge Agreement as of the day and year first above written.

MEIJER, INC.

By: [Signature]
Michael Flickinger
Its: Vice President-Real Estate

Legal AM
Bus. ML
Bus. KA

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 15th day of February, 2022, by Michael Flickinger, the Vice President-Real Estate of Meijer, Inc., a Michigan corporation, for and on behalf of said corporation.

[Signature]
Notary Public
State of Michigan, County of Ottawa
My commission expires: 2-17-23
Acting in the County of Kent.

LARAE B STEIGENGA
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires February 17, 2023
Acting in Kent County, MI

(Signatures continue on following page)

EXHIBIT A
TO
NONEXCLUSIVE STORM WATER DISCHARGE AGREEMENT

Legal Description of Developer Parcel

LAND SITUATED IN THE COUNTY OF OAKLAND, TOWNSHIP OF WHITE LAKE, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST ¼ OF SECTION 20, TOWN 3 NORTH, RANGE 8 EAST, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE CENTER OF SECTION; THENCE NORTH 00 DEGREES 31 MINUTES 08 SECONDS EAST ALONG THE NORTH-SOUTH ¼ LINE OF SAID SECTION 20, 198.92 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 09 SECONDS EAST, 519.78 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 16 SECONDS EAST, 513.36 FEET; THENCE 28.28 FEET ON A CURVE TO THE RIGHT WITH A RADIUS OF 5821.58 FEET, CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES 52 MINUTES 11 SECONDS EAST, 28.28 FEET; THENCE SOUTH 84 DEGREES 42 MINUTES 00 SECONDS EAST, 435.29 FEET; THENCE 118.86 FEET ON A CURVE TO THE LEFT WITH A RADIUS OF 5637.58 FEET, CHORD BEARING AND DISTANCE OF SOUTH 85 DEGREES 18 MINUTES 14 SECONDS EAST, 118.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 01 MINUTE 09 SECONDS WEST, 236.61 FEET; THENCE 94.59 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 533.50 FEET, CHORD BEARING AND DISTANCE OF NORTH 05 DEGREES 00 MINUTES 27 SECONDS WEST, 94.46 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 32 SECONDS EAST, 147.67 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 28 SECONDS WEST, 338.00 FEET; THENCE 137.67 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 5637.58 FEET, CHORD BEARING AND DISTANCE OF NORTH 86 DEGREES 36 MINUTES 27 SECONDS WEST, 137.67 FEET TO THE POINT OF BEGINNING.

Part of Tax Parcel Number: 12-20-276-036 (formerly part of 12-20-276-033)

EXHIBIT B
TO
NONEXCLUSIVE STORM WATER DISCHARGE AGREEMENT

Legal Description of the Meijer Parcel

A PART OF THE NORTH 1/2 OF SECTION 20, T3N-R8E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 20 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHLAND ROAD (M-59) WHICH IS N00°31'08"E, 198.92 FEET FROM THE CENTER OF SAID SECTION 20; THENCE FROM SAID POINT OF BEGINNING S89°58'09"W ALONG SAID RIGHT-OF-WAY LINE, 662.41 FEET; THENCE N00°10'23"W, 164.03 FEET; THENCE N00°26'47"E, 1235.97 FEET; THENCE S89°58'09"E, 665.95 FEET TO SAID NORTH-SOUTH 1/4 LINE OF SECTION 20; THENCE N00°31'08"E ALONG SAID LINE, 420.30 FEET; THENCE N89°55'00"E, 867.22 FEET; THENCE S08°28'00"W ALONG THE WESTERLY LINE OF A DETROIT EDISON PARCEL, 480.02 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE S00°39'06"W, 1353.01 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF HIGHLAND ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 5821.58 FEET, A CENTRAL ANGLE OF 02°44'10" AND A LONG CHORD BEARING AND DISTANCE OF N88°39'46"W, 277.97 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE S89°58'09"W, 519.78 FEET TO THE POINT OF BEGINNING; CONTAINING 55.1685 GROSS AND NET ACRES.

EXCEPTING THEREFROM THE FOLLOWING PARCEL:

A part of the Northeast ¼ of Section 20, T3N-R8E, White Lake Township, Oakland County, Michigan, described as beginning at a point which is N00°31'08"E along the North-South ¼ line of said Section 20, 198.92 feet and N89°58'09"E along the northerly right-of-way line of Highland Road (M-59), 519.78 feet and continuing along said right-of-way line along a curve to the right with a radius of 5821.58 feet, a central angle of 02°44'10" and a long chord bearing and distance of S88°39'46"E, 277.97 feet and N00°39'06"E along the westerly line of Detroit Edison Parcel, 1353.01 feet and N08°28'00"E along said westerly line, 277.77 feet from the center of said Section 20; thence from said Point of Beginning S89°55'06"W, 172.18 feet; thence N00°04'59"W, 200.00 feet; thence N89°55'00"E, 202.25 feet; thence S08°28'00"W, along said westerly line, 202.25 feet to the Point of Beginning; containing 0.860 gross and net acre.

TOGETHER WITH:

Commencing at the Center Post of Section 20, T3N, R8E, White Lake Township, Oakland County, Michigan; said point being S89°59'45"W 2635.27 feet from the East 1/4 corner of said Section 20; thence N00°31'08"E 198.92 feet along the North-South 1/4 line of said Section 20; thence N89°58'09"E 519.78 feet along the Northerly right-of-way line of M-59 (Highland Road, variable width); thence 513.36 feet along the arc of a 5821.58 foot radius circular curve to the right, chord bearing S87°30'16"E 513.20 feet along the Northerly right-of-way line of said M-59 for a **PLACE OF BEGINNING**; thence N00°39'06"E 981.32 feet; thence N90°00'00"E 156.11 feet (recorded as 156.53 feet); thence N63°45'10"E 76.30 feet; thence N83°08'44"E 68.91 feet; thence S73°02'19"E

100.53 feet; thence S50°34'37"E 136.92 feet; thence S50°09'11"E 120.23 feet (recorded as 120.32 feet); thence S50°21'46"E 66.40 feet; thence S32°53'46"E 42.85 feet; thence N90°00'00"E 49.43 feet (recorded as 49.01 feet); thence S00°19'28"W 812.21 feet; thence 256.53 feet along the arc of a 5637.58 foot radius circular curve to the right, chord bearing N86°00'13"W 256.51 feet along the Northerly right-of-way line of said M-59; thence N84°42'00"W 51.36 feet along the Northerly right-of-way line of said M-59; thence N01°30'56"E 30.03 feet; thence S88°29'04"E 63.50 feet; thence N03°10'30"W 150.32 feet; thence 234.17 feet along the arc of a 966.50 foot radius circular curve to the left, chord bearing N19°25'09"W 233.59 feet; thence S60°22'37"W 36.86 feet; thence 120.47 feet along the arc of a 233.00 foot radius circular curve to the right, chord bearing S75°11'17"W 119.13 feet; thence S90°00'00"W 15.98 feet; thence S01°30'56"W 332.20 feet; thence N84°42'00"W 189.40 feet along the Northerly right-of-way line of said M-59; thence 28.38 feet (recorded as 28.28 feet) along the arc of a 5821.58 foot radius circular curve to the left, chord bearing N84°52'11"W 28.38 feet (recorded as N84°50'21" 28.28 feet) along the Northerly right-of-way line of said M-59 to the Place of Beginning, containing 14.017 acres of land, more or less, being subject to easements, conditions, restrictions and exceptions of record, if any.

EXCEPTING THEREFROM:

LAND SITUATED IN THE COUNTY OF OAKLAND, TOWNSHIP OF WHITE LAKE, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST ¼ OF SECTION 20, TOWN 3 NORTH, RANGE 8 EAST, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE CENTER OF SECTION; THENCE NORTH 00 DEGREES 31 MINUTES 08 SECONDS EAST ALONG THE NORTH-SOUTH ¼ LINE OF SAID SECTION 20, 198.92 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 09 SECONDS EAST, 519.78 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 16 SECONDS EAST, 513.36 FEET; THENCE 28.28 FEET ON A CURVE TO THE RIGHT WITH A RADIUS OF 5821.58 FEET, CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES 52 MINUTES 11 SECONDS EAST, 28.28 FEET; THENCE SOUTH 84 DEGREES 42 MINUTES 00 SECONDS EAST, 435.29 FEET; THENCE 118.86 FEET ON A CURVE TO THE LEFT WITH A RADIUS OF 5637.58 FEET, CHORD BEARING AND DISTANCE OF SOUTH 85 DEGREES 18 MINUTES 14 SECONDS EAST, 118.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 01 MINUTE 09 SECONDS WEST, 236.61 FEET; THENCE 94.59 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 533.50 FEET, CHORD BEARING AND DISTANCE OF NORTH 05 DEGREES 00 MINUTES 27 SECONDS WEST, 94.46 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 32 SECONDS EAST, 147.67 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 28 SECONDS WEST, 338.00 FEET; THENCE 137.67 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 5637.58 FEET, CHORD BEARING AND DISTANCE OF NORTH 86 DEGREES 36 MINUTES 27 SECONDS WEST, 137.67 FEET TO THE POINT OF BEGINNING.

Tax Parcel No.: Y-12-20-251-019 and Y-12-20-276-035 (formerly part of 12-20-276-033)
Property Address: 6001 Highland Road, White Lake, Michigan 48383

NONEXCLUSIVE STORM WATER DISCHARGE AGREEMENT

THIS STORM WATER DISCHARGE AGREEMENT ("Agreement") is made this 17 day of February, 2022, by and between **MEIJER, INC.**, a Michigan corporation, of 2929 Walker Avenue N.W., Grand Rapids, Michigan 49544, Attention: Real Estate Department, hereinafter referred to as "Meijer," and **GREAT LAKES TACO LLC**, a Michigan limited liability company, whose address is 8487 Retreat Drive, Grand Blanc, Michigan 48439, hereinafter referred to as "Developer." Meijer and Developer are together hereinafter referred to as the "Parties."

RECITALS

A. Pursuant to a certain Real Estate Option Contract executed by and between the Parties (with Meijer as Seller and Developer as Buyer), Developer is or is about to become the fee simple owner of a certain parcel of land located in the Township of White Lake, Oakland County, Michigan. Said parcel of land is located on Highland Road (M-59), and is hereinafter referred to as the "Developer Parcel." The Developer Parcel contains approximately 1.068 acres of land and is legally described on the attached **Exhibit A**.

B. Meijer or an affiliated entity is the fee simple owner of a certain parcel of land located in the Township of White Lake, Oakland County, Michigan, which parcel of land is hereinafter referred to as the "Meijer Parcel." The Meijer Parcel contains approximately 67 acres of land and is located on the north side of Highland Road (M-59) west of Bogie Lake Road in White Lake Township. The Meijer Parcel is legally described on the attached **Exhibit B**.

C. The Meijer Parcel and the Developer Parcel adjoin one another. The Developer Parcel is bordered on its western and northern boundary lines by the Meijer Parcel.

D. Meijer has previously constructed a storm water system consisting of catch basins, storm water lines and related facilities, and a detention pond to provide drainage and detention of storm water generated on the Meijer Parcel, hereinafter referred to as the "Storm Water System." Developer has requested that it be permitted to discharge storm water from the Developer Parcel into the Storm Water System.

E. Meijer has agreed to grant Developer certain storm water discharge rights for the purpose of permitting the discharge of storm water from the Developer Parcel into the Storm Water System at the point approximately located on **Exhibit C** attached hereto (hereinafter the "Discharge Point") in accordance with the terms of this Agreement.

F. This easement is exempt from real estate transfer taxes pursuant to MCLA §207.505(a), and §207.526 (a), being a transfer where the value of the consideration is less than \$100.

NOW, THEREFORE, in consideration of the foregoing Recitals, the execution of this Agreement by the Parties hereto, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is agreed as follows:

1. Grant of Discharge Rights. Subject to Developer obtaining all necessary governmental approvals for such discharge into the Storm Water System, Meijer hereby grants to Developer (for the benefit of the Developer Parcel) the right to discharge storm water (free of debris or hazardous or regulated substances) from the Developer Parcel into the Storm Water System, as it may be configured from time to time, at the Discharge Point, at a rate not to exceed the predevelopment rate of flow for the Developer Parcel.

2. Encumbrances. The rights granted to Developer are made subject to all covenants, conditions, restrictions, encumbrances, and easements of record. Developer acknowledges that Meijer may grant other easements and encumbrances over and across the area of the Storm Water System that do not interfere with Developer's discharge rights herein granted.

3. Reservation of Rights. Meijer hereby reserves for itself, its successors and assigns, the right to use the area of the Storm Water System for any purpose which does not limit Developer's discharge rights herein granted.

4. Review of Plans. Developer shall not commence discharge of storm water into the Storm Water System until such time as Meijer is provided with, and has the opportunity to review, all engineering drawings, plans, specifications and other information as Meijer may reasonably require, including storm calculations, a site grading plan and evidence of approval of such discharge/drainage from the applicable governmental authorities. Meijer shall not unreasonably delay or withhold its approval of such plans, drawings and specifications. Provided, however, any modification to the terms of this Agreement, including but not limited to the maximum rate of flow stated in Paragraph 1 may not be amended by a plan approval and may only be modified by an amendment to this Agreement.

Developer acknowledges that Meijer shall not have an obligation to review such submittal and shall not be liable in damages or otherwise for any reason, including any mistake in judgment, negligence or nonfeasance, arising out of or in connection with the approval or disapproval or failure to approve or disapprove or failure to review any proposal submitted pursuant to this Agreement. No approval shall be considered an approval of the plans, drawings and/or specifications from an engineering perspective or a determination that they meet building, environmental or engineering design standards, are in compliance with applicable covenants or governmental requirements, or that any improvements contemplated therein have been built in accordance with such plans, drawings and/or specifications.

5. Maintenance; Manner of Work. Meijer shall maintain the Storm Water System in good order, appearance and repair in full compliance with all applicable laws and regulations and in such a manner to minimize any interference with the Developer Parcel. Notwithstanding the foregoing, Developer shall be responsible maintaining the Discharge Points in good order, appearance and repair in full compliance with all applicable laws and regulations and for the construction of any improvements /modifications to the Storm Water System required by the applicable governmental authorities arising out of the development of the Developer Parcel, subject to Meijer's review and approval of all plans and specifications associated with such work. Any such construction shall be completed by Developer in connection with its development of the Developer Parcel. Such construction (including the preparation of plans and calculations) shall be performed at the sole cost and expense of Developer, and Meijer shall not be obligated to pay for any of such work.

Meijer and Developer agree that to the extent that any party must enter upon the property of any other party in order to perform any right or obligation hereunder, the owner of such property hereby grants the party a license to enter and perform such right or obligation.

6. Payment of Annual Maintenance Fee by Fee Owner of Developer Parcel. In exchange for Meijer's agreement to maintain the Storm Water System as provided herein, Developer agrees to pay Meijer a maintenance fee (the "Maintenance Fee"), by January 15 of each year to cover costs for the calendar year in which the Maintenance Fee is paid. The obligation to pay the Maintenance Fee shall be a covenant that runs with the Developer Parcel. The 2022 calendar year Maintenance Fee shall be One Thousand Five Hundred Dollars (\$1,500.00) and shall be prorated and paid upon execution of this Agreement. The Maintenance Fee shall be increased by fifteen percent (15%) every five (5) years. In addition, with respect to any modification or upgrade to the Storm Water System required by the applicable governmental authorities (other than upgrades or modifications specified in Paragraph 4(a) above), Developer agrees to reimburse Meijer five percent (5%) of all documented costs associated with such upgrade/modification. Payment shall be made to the order of Meijer. Failure to provide payment to Meijer within ten (10) days after receipt of written notice from Meijer of Developer's failure to pay shall be deemed a material breach of this Agreement.

(a) If Developer fails to pay Meijer the Maintenance Fee within the specified time period, (a) Developer shall be responsible for interest on such amount computed at the rate of the smaller of (i) eight (8%) percent per annum and (ii) the highest interest rate allowed by law, calculated monthly, from the date of any such claim by Meijer to the date of payment; (b) Meijer shall be entitled to pursue whatever remedies it may have in law or equity; and (c) Meijer shall have the right to file a lien against the Developer Parcel in the amount of the claim. Any such lien shall be considered to be akin to a mortgage lien and Meijer may foreclose upon it in the same manner as a mortgage lien. In no event shall any lien filed under this paragraph be superior to any lien of any construction mortgage utilized to facilitate the initial development of the Developer Parcel from its current status as a vacant parcel and recorded in the real property records for the Developer Parcel prior to the date Developer has completed such initial development. The provisions and requirements of the Michigan Construction Lien Act shall not apply to this lien.

7. Developer's Insurance Requirements. At all times during the term of this Agreement, Developer shall purchase and maintain the following insurance coverages: (i) Commercial General Liability including premises/operations, independent contractors, broad form property damage, personal/advertising injury, blanket contractual liability, fire and explosion legal liability, explosion/collapse/and underground hazard coverage, and products/completed operations coverage in an amount not less than Three Million Dollars (\$3,000,000) per occurrence; such policy shall be an occurrence policy and not a claims-made policy. Meijer, Inc., Meijer Stores Limited Partnership and their affiliated entities must be named as an additional insured on an endorsement acceptable to Meijer, at no cost to Meijer. The additional insured endorsement shall extend coverage to the contractual liability and completed operations coverage. A copy of the additional insured endorsement is required. Developer acknowledges that Meijer may elect to increase the required coverage amount not more than once every ten years in order to continue coverage amounts consistent with Meijer's standards at such time. (ii) Automobile Liability including contractual liability coverage for all owned, hired and non-owned vehicles with a combined single limit not less than One Million Dollars single limit. (iii) Workers' Compensation coverage for its employees or contractors with statutory limits; such policy shall include an Alternate Employer endorsement. (iv) Employers' Liability coverage with limits of Five Hundred Thousand Dollars (\$500,000.00). Evidence of all insurance required shall be promptly sent to the Risk Management Department, P.O. Box 3280, Grand Rapids, Michigan 49501-3280. Insurance policies shall afford primary coverage and contain a provision that the coverages afforded shall not be modified or canceled until at least ten (10) days prior written notice has been given to the Meijer Risk Management Department. All required insurance policies shall be underwritten by an insurance carrier with an A.M. Best rating of an A- or better. Compliance by Developer with the requirements in this Paragraph 7 (Developer's Insurance Requirements) as to carrying insurance and furnishing proof thereof to Meijer shall not relieve Developer of its indemnity obligations under Paragraph 9 (Indemnification). Indemnity obligations in this Agreement shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim; or (ii) refusal to defend any named insured. Failure to comply with all insurance requirements shall be deemed a material breach of this Agreement. However, failure to provide evidence of existing insurance shall constitute a material breach only if Developer fails to provide such evidence within ten (10) days after written notice from Meijer that Developer has failed to provide the evidence of existing insurance.

8. Insurance Requirements for Developer's Contractors and Subcontractors. Prior to commencing any work on the Meijer Parcel, Developer shall cause its contractor(s) and subcontractor(s) to procure and keep in effect, during the course of their work in, on or about the Meijer's Parcel, the following insurance coverages:

(a) Commercial General Liability including premises/operations, independent contractors, broad form property damage, personal/advertising injury, blanket contractual liability, fire and explosion legal liability, explosion/collapse/and underground hazard coverage, and products/completed operations coverage in an amount not less than Three Million Dollars (\$3,000,000) per occurrence; such policy shall be an occurrence policy and not a claims-made policy. Meijer, Inc., Meijer Stores Limited Partnership, and their affiliated entities must be named as an additional insured on an endorsement acceptable to Meijer, at no cost to Meijer. The additional insured endorsement shall extend coverage to the contractual liability and completed operations

coverage. A copy of the additional insured endorsement is required. Developer acknowledges that Meijer may elect to increase the required coverage amount not more than once every ten years in order to continue coverage amounts consistent with Meijer's standards at such time.

(b) Automobile Liability including contractual liability coverage for all owned, hired and non-owned vehicles with a combined single limit not less than One Million Dollars single limit.

(c) Workers' Compensation coverage for its employees or contractors with statutory limits; such policy shall include an Alternate Employer endorsement.

(d) Employer's Liability coverage with limits of Five Hundred Thousand Dollars (\$500,000).

Evidence of all insurance required shall be promptly sent to the Risk Management Department, P.O. Box 3280, Grand Rapids, MI 49501-3280. Insurance policies shall afford primary coverage and contain a provision that coverages afforded shall not be modified or canceled until at least ten (10) days prior written notice has been given to the Meijer Risk Management Department; All required insurance policies shall be underwritten by an insurance carrier with an A.M. Best rating of an A- or better.

Notwithstanding anything to the contrary in the foregoing, Meijer shall not be responsible for verifying compliance by any contractor and/or subcontractor with the foregoing insurance requirements. Rather, it shall be Developer's sole responsibility to monitor compliance by any of its contractors and/or subcontractors with the foregoing insurance requirements. However, failure to provide evidence of existing insurance shall constitute a material breach only if Developer fails to provide such evidence within ten (10) days after written notice from Meijer that Developer has failed to provide the evidence of existing insurance.

9. Indemnification. Developer agrees to defend, indemnify and save harmless Meijer, its direct and indirect parent, subsidiaries and affiliated entities and their respective officers, directors, shareholders, agents and employees (hereafter collectively "Related Parties"), from and against any and all liability or claim thereof (including but not limited to reasonable actual attorney fees and costs) whether for injury to persons, including death, or damage to property, which may be imposed upon, incurred by or asserted against Meijer or its Related Parties: (i) allegedly or actually arising in connection with or as a direct or indirect result of any activity by Developer, its employees, agents, contractors, subcontractors, lessees, invitees, or licensees in, on, or about Meijer Parcel including use of the Storm Water System; (ii) arising out of any default by Developer under this Agreement; or (iii) arising out of any negligent act or omission to act by Developer, its agents, employees, contractors or subcontractors. The foregoing indemnity from Developer shall to the extent permitted by law include claims alleging or involving joint or comparative negligence, but shall not extend to liability directly resulting only from the sole negligence of Meijer or its Related Parties. Developer agrees to give Meijer the right to approve or select counsel for defending Meijer against any and all claims, liability and damages covered by this indemnity provision.

10. Covenants Running with the Land. The rights herein granted and the agreements herein contained shall be rights and covenants running with the land and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

11. Notices. Notices permitted or required hereunder shall be in writing and shall be delivered or sent by certified mail or overnight delivery by a reputable national carrier to the addresses provided below, (except however, insurance certificates are to be mailed as provided in Paragraphs 7 and 8 above) provided that any party may change such address by written notice to the other party:

If to Developer Great Lakes Taco LLC
8487 Retreat Drive
Grand Blanc, Michigan 48439
Attention: Louis C. Dortch, Jr.

With a copy to: George F. Rizik, II
Rizik & Rizik
9400 South Saginaw Street, Suite E
Grand Blanc, Michigan 48439

If to Meijer Meijer
Real Estate Department
2929 Walker NW
Grand Rapids, Michigan 49544

with a copy to: Meijer
Legal Department
2929 Walker NW
Grand Rapids, Michigan 49544

12. Governing Laws. This Agreement shall be construed in accordance with the laws of the State of Michigan and any applicable federal laws and regulations.

13. Waiver of Default. No waiver of any default by any party to this Agreement shall be implied from any omission by any other party to take any action in respect of such default. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The rights and remedies given to any party to this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which any such party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by any such party shall not impair such party's standing to exercise any other right or remedy.

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

15. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that such deletions can be made without materially changing the basic agreement between the parties. If such deletions cannot be made without materially changing the basic agreement between the parties, then the parties agree to amend, or to permit the court to amend, this Agreement to accomplish essentially the same transaction without said illegal, invalid or unenforceable provisions.

16. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Meijer Parcel to the general public or for the general public or for any public purpose whatsoever, it being the intentions of the parties hereto that this Agreement be strictly limited to and for the purposes herein expressed.

17. Attorney's Fees. If litigation arises out of or in connection with this Agreement, the prevailing party shall be entitled to recover its attorney's fees

18. Counterparts. This Agreement may be executed by the Parties on any number of separate counterparts and all such counterparts so executed constitute one agreement binding on the Parties, notwithstanding that all Parties are not signatories to the same counterpart.

[The remainder of this page was intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Nonexclusive Storm Water Discharge Agreement as of the day and year first above written.

MEIJER, INC.

By: [Signature]
Michael Flickinger
Its: Vice President-Real Estate

Legal AM
Bus. ML
Bus. KA

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 15th day of February, 2022, by Michael Flickinger, the Vice President-Real Estate of Meijer, Inc., a Michigan corporation, for and on behalf of said corporation.

[Signature]
Notary Public
State of Michigan, County of Ottawa
My commission expires: 2-17-23
Acting in the County of Kent.

LARAE B STEIGENGA
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires February 17, 2023
Acting in Kent County, MI

(Signatures continue on following page)

GREAT LAKES TACO LLC

By: [Signature]
Printed Name: Louis C Dortch Jr
Its: CEO

STATE OF Michigan)
) ss.
COUNTY OF Genesee)

The foregoing instrument was acknowledged before me this 14 day of February, 2022, by Louis C Dortch Jr, the CEO of Great Lakes Taco LLC, a Michigan limited liability company, for and on behalf said limited liability company.

ANGELA KULZA
NOTARY PUBLIC, STATE OF MI
COUNTY OF GENESEE
MY COMMISSION EXPIRES May 22, 2022
ACTING IN COUNTY OF Genesee

[Signature]
Notary Public
State of Michigan County of Genesee.
My commission expires: May 22, 2022
Acting in the County of Genesee.

DRAFTED BY AND
WHEN RECORDED RETURN TO:
Aaron Morrissey, Atty.
2929 Walker Avenue, N.W.
Grand Rapids, MI 49544
(616) 791-3002

**EXHIBIT A
TO
NONEXCLUSIVE STORM WATER DISCHARGE AGREEMENT**

Legal Description of Developer Parcel

LAND SITUATED IN THE COUNTY OF OAKLAND, TOWNSHIP OF WHITE LAKE, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST ¼ OF SECTION 20, TOWN 3 NORTH, RANGE 8 EAST, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE CENTER OF SECTION; THENCE NORTH 00 DEGREES 31 MINUTES 08 SECONDS EAST ALONG THE NORTH-SOUTH ¼ LINE OF SAID SECTION 20, 198.92 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 09 SECONDS EAST, 519.78 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 16 SECONDS EAST, 513.36 FEET; THENCE 28.28 FEET ON A CURVE TO THE RIGHT WITH A RADIUS OF 5821.58 FEET, CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES 52 MINUTES 11 SECONDS EAST, 28.28 FEET; THENCE SOUTH 84 DEGREES 42 MINUTES 00 SECONDS EAST, 435.29 FEET; THENCE 118.86 FEET ON A CURVE TO THE LEFT WITH A RADIUS OF 5637.58 FEET, CHORD BEARING AND DISTANCE OF SOUTH 85 DEGREES 18 MINUTES 14 SECONDS EAST, 118.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 01 MINUTE 09 SECONDS WEST, 236.61 FEET; THENCE 94.59 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 533.50 FEET, CHORD BEARING AND DISTANCE OF NORTH 05 DEGREES 00 MINUTES 27 SECONDS WEST, 94.46 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 32 SECONDS EAST, 147.67 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 28 SECONDS WEST, 338.00 FEET; THENCE 137.67 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 5637.58 FEET, CHORD BEARING AND DISTANCE OF NORTH 86 DEGREES 36 MINUTES 27 SECONDS WEST, 137.67 FEET TO THE POINT OF BEGINNING.

Part of Tax Parcel Number: 12-20-276-036 (formerly part of 12-20-276-033)

EXHIBIT B
TO
NONEXCLUSIVE STORM WATER DISCHARGE AGREEMENT

Legal Description of the Meijer Parcel

A PART OF THE NORTH 1/2 OF SECTION 20, T3N-R8E, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 20 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF HIGHLAND ROAD (M-59) WHICH IS N00°31'08"E, 198.92 FEET FROM THE CENTER OF SAID SECTION 20; THENCE FROM SAID POINT OF BEGINNING S89°58'09"W ALONG SAID RIGHT-OF-WAY LINE, 662.41 FEET; THENCE N00°10'23"W, 164.03 FEET; THENCE N00°26'47"E, 1235.97 FEET; THENCE S89°58'09"E, 665.95 FEET TO SAID NORTH-SOUTH 1/4 LINE OF SECTION 20; THENCE N00°31'08"E ALONG SAID LINE, 420.30 FEET; THENCE N89°55'00"E, 867.22 FEET; THENCE S08°28'00"W ALONG THE WESTERLY LINE OF A DETROIT EDISON PARCEL, 480.02 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE S00°39'06"W, 1353.01 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF HIGHLAND ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 5821.58 FEET, A CENTRAL ANGLE OF 02°44'10" AND A LONG CHORD BEARING AND DISTANCE OF N88°39'46"W, 277.97 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE S89°58'09"W, 519.78 FEET TO THE POINT OF BEGINNING; CONTAINING 55.1685 GROSS AND NET ACRES.

EXCEPTING THEREFROM THE FOLLOWING PARCEL:

A part of the Northeast ¼ of Section 20, T3N-R8E, White Lake Township, Oakland County, Michigan, described as beginning at a point which is N00°31'08"E along the North-South ¼ line of said Section 20, 198.92 feet and N89°58'09"E along the northerly right-of-way line of Highland Road (M-59), 519.78 feet and continuing along said right-of-way line along a curve to the right with a radius of 5821.58 feet, a central angle of 02°44'10" and a long chord bearing and distance of S88°39'46"E, 277.97 feet and N00°39'06"E along the westerly line of Detroit Edison Parcel, 1353.01 feet and N08°28'00"E along said westerly line, 277.77 feet from the center of said Section 20; thence from said Point of Beginning S89°55'06"W, 172.18 feet; thence N00°04'59"W, 200.00 feet; thence N89°55'00"E, 202.25 feet; thence S08°28'00"W, along said westerly line, 202.25 feet to the Point of Beginning; containing 0.860 gross and net acre.

TOGETHER WITH:

Commencing at the Center Post of Section 20, T3N, R8E, White Lake Township, Oakland County, Michigan; said point being S89°59'45"W 2635.27 feet from the East 1/4 corner of said Section 20; thence N00°31'08"E 198.92 feet along the North-South 1/4 line of said Section 20; thence N89°58'09"E 519.78 feet along the Northerly right-of-way line of M-59 (Highland Road, variable width); thence 513.36 feet along the arc of a 5821.58 foot radius circular curve to the right, chord bearing S87°30'16"E 513.20 feet along the Northerly right-of-way line of said M-59 for a **PLACE OF BEGINNING**; thence N00°39'06"E 981.32 feet; thence N90°00'00"E 156.11 feet (recorded as 156.53 feet); thence N63°45'10"E 76.30 feet; thence N83°08'44"E 68.91 feet; thence S73°02'19"E

100.53 feet; thence S50°34'37"E 136.92 feet; thence S50°09'11"E 120.23 feet (recorded as 120.32 feet); thence S50°21'46"E 66.40 feet; thence S32°53'46"E 42.85 feet; thence N90°00'00"E 49.43 feet (recorded as 49.01 feet); thence S00°19'28"W 812.21 feet; thence 256.53 feet along the arc of a 5637.58 foot radius circular curve to the right, chord bearing N86°00'13"W 256.51 feet along the Northerly right-of-way line of said M-59; thence N84°42'00"W 51.36 feet along the Northerly right-of-way line of said M-59; thence N01°30'56"E 30.03 feet; thence S88°29'04"E 63.50 feet; thence N03°10'30"W 150.32 feet; thence 234.17 feet along the arc of a 966.50 foot radius circular curve to the left, chord bearing N19°25'09"W 233.59 feet; thence S60°22'37"W 36.86 feet; thence 120.47 feet along the arc of a 233.00 foot radius circular curve to the right, chord bearing S75°11'17"W 119.13 feet; thence S90°00'00"W 15.98 feet; thence S01°30'56"W 332.20 feet; thence N84°42'00"W 189.40 feet along the Northerly right-of-way line of said M-59; thence 28.38 feet (recorded as 28.28 feet) along the arc of a 5821.58 foot radius circular curve to the left, chord bearing N84°52'11"W 28.38 feet (recorded as N84°50'21" 28.28 feet) along the Northerly right-of-way line of said M-59 to the Place of Beginning, containing 14.017 acres of land, more or less, being subject to easements, conditions, restrictions and exceptions of record, if any.

EXCEPTING THEREFROM:

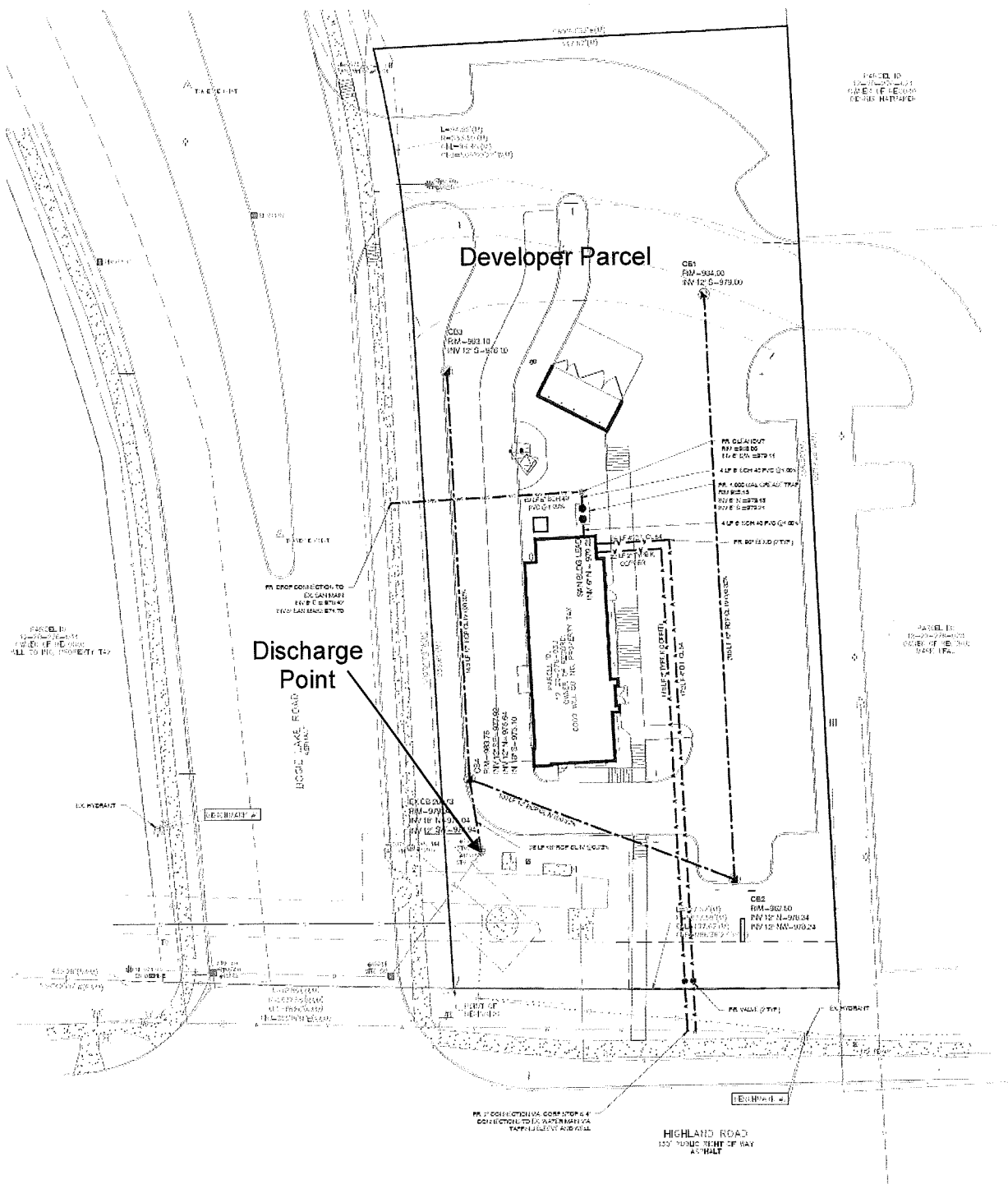
LAND SITUATED IN THE COUNTY OF OAKLAND, TOWNSHIP OF WHITE LAKE, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST ¼ OF SECTION 20, TOWN 3 NORTH, RANGE 8 EAST, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE CENTER OF SECTION; THENCE NORTH 00 DEGREES 31 MINUTES 08 SECONDS EAST ALONG THE NORTH-SOUTH ¼ LINE OF SAID SECTION 20, 198.92 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 09 SECONDS EAST, 519.78 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 16 SECONDS EAST, 513.36 FEET; THENCE 28.28 FEET ON A CURVE TO THE RIGHT WITH A RADIUS OF 5821.58 FEET, CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES 52 MINUTES 11 SECONDS EAST, 28.28 FEET; THENCE SOUTH 84 DEGREES 42 MINUTES 00 SECONDS EAST, 435.29 FEET; THENCE 118.86 FEET ON A CURVE TO THE LEFT WITH A RADIUS OF 5637.58 FEET, CHORD BEARING AND DISTANCE OF SOUTH 85 DEGREES 18 MINUTES 14 SECONDS EAST, 118.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 01 MINUTE 09 SECONDS WEST, 236.61 FEET; THENCE 94.59 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 533.50 FEET, CHORD BEARING AND DISTANCE OF NORTH 05 DEGREES 00 MINUTES 27 SECONDS WEST, 94.46 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 32 SECONDS EAST, 147.67 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 28 SECONDS WEST, 338.00 FEET; THENCE 137.67 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 5637.58 FEET, CHORD BEARING AND DISTANCE OF NORTH 86 DEGREES 36 MINUTES 27 SECONDS WEST, 137.67 FEET TO THE POINT OF BEGINNING.

Tax Parcel No.: Y-12-20-251-019 and Y-12-20-276-035 (formerly part of 12-20-276-033)
Property Address: 6001 Highland Road, White Lake, Michigan 48383

**EXHIBIT C
TO
NONEXCLUSIVE STORM WATER DISCHARGE AGREEMENT**

Illustration of the Discharge Point



OAKLAND COUNTY TREASURERS CERTIFICATE
This is to certify that there are no delinquent property taxes as of this date owed to our office on this property. No representation is made as to the status of any taxes, tax liens or titles owed to any other entities.

334116 Liber 67627 Page 499 UCC #
2/28/2022 11:25:59 AM Receipt #000265158
\$28.00 Misc Recording
\$4.00 Remonumentation
\$5.00 Automation
\$0.0 Transfer Tax
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

MB FEB 24 2022

ROBERT WITTENBERG, County Treasurer
Sec. 135, Act 206, 1893 as amended

5.00

COVENANT DEED

MEIJER, INC., a Michigan corporation, whose address is 2929 Walker Avenue, N.W., Grand Rapids, Michigan 49544 ("Grantor"), for good and valuable consideration (Real Estate Transfer Tax Affidavit filed),

CONVEYS unto **GREAT LAKES TACO LLC**, a Michigan limited liability company, whose address is 8487 Retreat Drive, Grand Blanc, Michigan 48439 ("Grantee"), the following real property situated in the Township of White Lake, Oakland County, Michigan, described as:

SEE ATTACHED EXHIBIT A (the "Property").

SUBJECT TO: (a) Terms, covenants, conditions and restrictions as specified in the Declaration of Restrictions executed by Grantor and Grantee, which Declaration is dated the same date as this Covenant Deed and recorded simultaneously with this Covenant Deed; (b) easements and restrictions of record; (c) a perpetual easement herein reserved by Grantor for the benefit of Grantor's adjacent property for the use, operation, maintenance, inspection, replacement, and repair of all existing utility lines, drainage, and improvements currently located on, onto and/or under the surface of the Property or within ten (10) feet of the boundary of the Property (together, the "Improvements"). Grantee acknowledges that no improvements shall be constructed over such Improvements without the prior written consent of Grantor, provided, however, Grantee may use the easement areas for landscaping, driveways, parking lots, curbing and curb cuts that do not interfere with Grantor's retained easement. Grantee shall have the right to change the location of the Improvements on the Property, provided such relocations do not result in the interruption or diminishment of utility service or drainage and further provided Grantee obtains Grantor's prior written consent for any such relocation, which consent shall not be unreasonably withheld, conditioned or delayed, and Grantee shall assume any and all obligations to restore the easement areas (and the Grantee improvements therein) following the disturbance of the Property resulting from Grantor's use, operation, maintenance, inspection, replacement and repair of the Existing Improvements; (d) any existing drainage from adjacent parcels and roadways currently draining onto and/or across the Property; (e) all zoning and land use ordinances; and (f) any general real property taxes and assessments not yet due and payable, with covenant to defend title to the Property against all persons and demands claiming by, through or under the Grantor and no other persons and claims/demands whatsoever.

3P
ret
env

The Grantor grants to Grantee the right to make zero (0) divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

2022 FEB 18 PM 12:45

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

1 REVENUE TO BE AFFIXED
AFTER RECORDING

OKLB

This Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated as of this 17 day of February, 2022.

MEIJER, INC.
a Michigan corporation

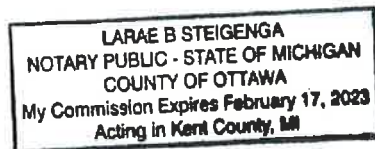
By: *Michael Flickinger*
Michael Flickinger
Its: Vice President-Real Estate

Legal AM
Bus. ML
Bus. KA

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 15th day of February, 2022, by Michael Flickinger, the Vice President-Real Estate of Meijer, Inc., a Michigan corporation, for and on behalf of said corporation.

Larae B Steigenga
Notary Public
State of Michigan, County of Ottawa
My Commission expires: 2-17-23
Acting in the County of: Kent



WHEN RECORDED RETURN TO: Great Lakes Taco LLC Attn: Louis C. Dortch, Jr. 8487 Retreat Drive Grand Blanc, MI 48439 Tax Parcel No. Y-12-20-276-036	SEND TAX BILLS TO: Great Lakes Taco LLC Attn: Louis C. Dortch, Jr. 8487 Retreat Drive Grand Blanc, MI 48439	DRAFTED BY: Aaron Morrissey, Esq. Meijer, Inc. 2929 Walker Ave., N.W. Grand Rapids, MI 49544
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**EXHIBIT A
TO
COVENANT DEED**

LAND SITUATED IN THE COUNTY OF OAKLAND, TOWNSHIP OF WHITE LAKE, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST ¼ OF SECTION 20, TOWN 3 NORTH, RANGE 8 EAST, WHITE LAKE TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE CENTER OF SECTION; THENCE NORTH 00 DEGREES 31 MINUTES 08 SECONDS EAST ALONG THE NORTH-SOUTH ¼ LINE OF SAID SECTION 20, 198.92 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 09 SECONDS EAST, 519.78 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 16 SECONDS EAST, 513.36 FEET; THENCE 28.28 FEET ON A CURVE TO THE RIGHT WITH A RADIUS OF 5821.58 FEET, CHORD BEARING AND DISTANCE OF SOUTH 84 DEGREES 52 MINUTES 11 SECONDS EAST, 28.28 FEET; THENCE SOUTH 84 DEGREES 42 MINUTES 00 SECONDS EAST, 435.29 FEET; THENCE 118.86 FEET ON A CURVE TO THE LEFT WITH A RADIUS OF 5637.58 FEET, CHORD BEARING AND DISTANCE OF SOUTH 85 DEGREES 18 MINUTES 14 SECONDS EAST, 118.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 01 MINUTE 09 SECONDS WEST, 236.61 FEET; THENCE 94.59 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 533.50 FEET, CHORD BEARING AND DISTANCE OF NORTH 05 DEGREES 00 MINUTES 27 SECONDS WEST, 94.46 FEET; THENCE SOUTH 89 DEGREES 40 MINUTES 32 SECONDS EAST, 147.67 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 28 SECONDS WEST, 338.00 FEET; THENCE 137.67 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 5637.58 FEET, CHORD BEARING AND DISTANCE OF NORTH 86 DEGREES 36 MINUTES 27 SECONDS WEST, 137.67 FEET TO THE POINT OF BEGINNING.

Tax Parcel Number Y-12-20-276-036 (formerly part of 12-20-276-033)

RESOLUTION ADOPTED BY MEMBERS OF GREAT LAKES TACO, LLC,
a Michigan limited liability company

The following are resolutions of GREAT LAKES TACO, LLC, a Michigan limited liability company ("Company") unanimously adopted and binding on the Company pursuant to its operating agreement, and effective on May 17, 2022.

The undersigned, constituting all members of Company, have approved the following:

Resolution Authorizing Execution of any documents in connection with the construction of a Taco Bell Restaurant in White Lake Township

Recitals

1. There has been presented to the members of Company various documents in connection with the construction of a Taco Bell Restaurant in White Lake Township
2. The members of Company find it to be in the best interest of the Company to execute these documents.

Therefore, the Company resolves as follows:

The Company is authorized to enter any necessary documents in connection with the construction of a Taco Bell Restaurant in White Lake Township

Louis C. Dortch Jr., the agent for the Company, is authorized and empowered, for and on behalf of the Company, to execute, acknowledge, and deliver any necessary documents in connection with the construction of a Taco Bell Restaurant in White Lake Township

Louis C. Dortch Jr., the agent for the Company is authorized and empowered for and on behalf of the Company to do any and all acts and things and execute any and all additional instruments, papers, or documents that may be or become necessary, desirable, or appropriate to carry out, put into effect, and make operative any portion or portions of these resolutions.

ATTEST:


Louis C. Dortch Jr.