

PAPA JOE'S PUD AGREEMENT

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SUBMITTED TO CITY COUNCIL: JANUARY 29, 2004
HEARING DATE: FEBRUARY 11, 2004

PAPA JOE'S
PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development Agreement (“Agreement”) dated _____, 2004, is made between Curtis Properties Group L.L.C. (“Curtis Properties”) whose address is 2025 Rochester Road, Rochester Hills, MI 48307, the property owners listed on Exhibit A, collectively with Curtis Properties (“the Owners”), and the City of Rochester Hills (“Rochester Hills”) whose address 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

This Agreement is based on the following recitals which the parties acknowledge are true.

RECITALS:

- I. The Owners seek to develop approximately 15.3 acres of land (“the Land”) located in the City of Rochester Hills, more particularly described on Exhibit B, as a planned unit development (“PUD”) to be known as the Papa Joe’s PUD.
- II. The property is currently zoned as set forth on Exhibit A.
- III. The Owners and Rochester Hills agree that a PUD is appropriate for this development instead of standard zoning, and will provide for greater benefits than standard zoning, including: (A) A PUD will minimize adverse impacts from traffic through consolidating access to adjoining roads; (B) A PUD will permit creation of better internal traffic circulation on the entire property; (C) A PUD will permit rehabilitation of the existing uses as a part of a comprehensive plan for redeveloping the

northwest quadrant of the Rochester and Tienken intersection; (D) A PUD will permit greater flexibility in organizing the existing uses in the area within the new development; and, (E) A PUD will allow for greater innovation in the design and layout of the structures within the PUD.

IV. The Owners have submitted an application and development plan for a PUD that fully complies with the requirements set forth in the City of Rochester Hills Zoning Ordinance Section, 138-1001 *et. seq.*

V. The Land will be developed as a PUD in compliance with the City of Rochester Hills Zoning Ordinance Section 138-1001 *et. seq.* and substantially in accordance with the site plan attached as Exhibit C (“the Plan”).

VI. Acting pursuant to the City of Rochester Hills Zoning Ordinance Section 138-1004, a pre-application workshop with the Planning Commission occurred on _____, a preliminary review of the PUD conceptual plan occurred on _____, the final review of the PUD occurred on _____, final site plan approval occurred on _____, and final approval of the PUD rezoning occurred on _____.

VII. The Planning Commission and City Council, after proper notice, publication, hearings, and in full compliance with applicable state law and the City of Rochester Hills Zoning Ordinance, reclassified the Land under the Zoning Ordinance as a PUD.

VIII. The PUD will contain modifications of ordinance requirements, including shared parking arrangements, and changes to setback, area, and height requirements (principally for existing structures).

IX. Rochester Hills finds that the future development plans, uses, and conditions shown on the Plan (Exhibit C) are reasonable and promote the public health, safety, and general welfare of the citizens of Rochester Hills, and are consistent with the surrounding uses.

X. Rochester Hills acknowledges and agrees that the Land has been given full and final PUD approval and that the Land has been rezoned to PUD, as more fully described in the City of Rochester Hills Zoning Ordinance Section, 138-1001 *et. seq.*, and that all relevant provisions of the zoning ordinance have been satisfied.

THEREFORE, the Owners and Rochester Hills, in consideration of the mutual covenants, contained in this Agreement, agree as follows:

TERMS OF THE AGREEMENT

1. Permitted Uses. Owners each agree that the land owned by them will be used only in accordance with the Plan and for the uses allowed by the Zoning Ordinance in their respective underlying zoning classifications, which are B-5 for the Speedway SuperAmerica L.L.C. (hereinafter "Speedway") Parcel and B-2 for all other land, provided that Building 3 to be constructed on the Curtis Properties land shall not be used as a fast food restaurant, convenience or party store; a gas station; or an establishment whose primary business is the sale of cigarettes or cigarette paraphernalia (although an establishment whose primary business is the sale of cigars, pipes and pipe tobacco is

allowed). The Curtis Properties land shall have an outdoor sales and patio seating area for outdoor sales, and food and beverage service as shown on the Plan as the shaded area of concrete plaza paving to the east of building 1 and to the south and east of Building 2 (Right). Curtis Properties shall seek liquor licenses, including Class C, SDD, and SDM licenses for portions of the Curtis Properties land from the Michigan Liquor Control Commission.

2. Architectural Standards and Building Materials. All buildings on the Curtis Properties land will be constructed as shown on the elevation drawings and with the materials shown and listed in Exhibit E. The total maximum building area within the PUD shall not exceed 121,500. The TCF Bank building will be constructed as shown on the elevation drawings and with the materials shown and listed in Exhibit E. The Speedway building will be constructed as shown on the elevation drawings and with the materials shown and listed in Exhibit E. The existing Lino's building shall remain, but, the Lino's pole sign shall be replaced. Lino's new sign shall be reviewed and approved by the City of Rochester Hills Building Department.

3. Deviations from Ordinance Standards. All improvements in the PUD shall conform to the height, area, bulk and other standards of the Zoning Ordinance except as listed on Exhibit G. The improvements will encroach ____ feet into the natural features setback. Exhibit J details the setbacks for the buildings within the PUD.

4. Trees and Woodlands. There are no significant woodlands within the PUD. Any tree removal or replacement that becomes necessary will be in accordance with the City's tree conservation ordinance.

5. Landscaping. Landscaping shall be installed as shown on Exhibits C and G. Curtis Properties will plant _____ inch caliper trees on the Curtis Properties land in lieu of the _____ inch caliper trees required under the landscape and island ordinances as set forth in Chapter 126, article III and Sec. 138-1267 of the City's Ordinances.

6. Wetlands. Owners agree to obtain all necessary wetland use permits.

7. Utilities. Utilities (water, wastewater and storm water collection and treatment facilities) shall be constructed in accordance with the engineering standards of the City of Rochester Hills. Security for construction and maintenance of all utilities shall be as provided in applicable City of Rochester Hills ordinances.

8. Common Areas. All common shared areas including the cul-de-sac shall be maintained by the Owners through an association with costs to be allocated in proportion to the land area in each Owner's site. The City shall have an easement for the benefit of the public to use the cul-de-sac. The Owners have separately agreed to an allocation other than that provided herein in which Lino's pays no costs. The proposed cul-de-sac diameter of 45 ft is less than required in the City ordinance, but will provide a pass through condition.

9. Signs. All signage shall conform to the City of Rochester Hills Sign Ordinance and shall be approved by the Building Department. Exhibit F sets forth the signage within the PUD.

10. Road Improvements. Curtis Properties agrees that it will pay 50% of the cost of the road improvements to be made at the intersection of Rochester Road and

Tienken Road shown on Exhibit D, when and provided that Tienken Partners L.L.C. pays the other 50% of those cost. The parties agree that the road improvements are a critical and material inducement for Rochester Hills' approval of this Agreement. Further, the parties also agree that if the road improvements are not completed and paid for by Curtis Properties and Tienken Partners, L.L.C. within 3 years from the date this Agreement is approved by the City Council, Rochester Hills may terminate this Agreement after providing Curtis Properties and Tienken Partners, L.L.C. notice and the right to be heard by the City Council.

11. Parking. The Papa Joe's PUD requires 572 spaces as a shopping center under the City of Rochester Hills Zoning Ordinance. Owners agree to provide a minimum of 572 parking spaces for the PUD, which the parties agree is sufficient. In the event that the number of parking spaces provided are fewer than those required, as a condition of approval, the Owners shall provide either: (1) the minimum number of parking spaces required by ordinance, or (2) conduct a parking study demonstrating that a lesser number of spaces are needed. If the owners choose to conduct a parking study, the parking study shall be submitted to both the Rochester Hills staff and Planning Commission for their review and approval.

12. TCF Bank Land. The TCF Bank Land shall be configured as shown on Exhibit C. Simultaneously with the final approval of this Agreement, Curtis Properties agrees to convey to TCF Bank the land necessary to reconfigure the TCF Bank Land, together with an easement for 3 parking spaces all as shown on Exhibit C and described in Exhibit I. TCF Bank agrees to simultaneously convey to Curtis Properties the land

necessary for the entry drive shown on Exhibit C, together with an easement over its reconfigured land as shown on Exhibit C. TCF Bank further agrees to simultaneously dedicate to Rochester Hills, the right of way on Tienken Road, shown on Exhibit C. Rochester Hills agrees that the reconfigured TCF Bank land and all buildings and other improvements to be constructed on it are and will be lawful and conforming under all applicable ordinances; to the extent variances are necessary to support this agreement, they are deemed granted.

13. Speedway Land. The Speedway land shall be reconfigured as shown on Exhibit C and described in Exhibit I. Simultaneously with the final approval of this Agreement, Curtis Properties and Lino's agree to convey to Speedway the land necessary to reconfigure the Speedway land as shown on Exhibit C. Speedway agrees to simultaneously dedicate to MDOT and Rochester Hills, respectively, the right of way on Rochester Road and Tienken Road as shown on Exhibit C. Rochester Hills agrees that the reconfigured Speedway Land and all buildings and other improvements to be constructed on it are and will be lawful and conforming under all applicable ordinances; to the extent variances are necessary to support this agreement, they are deemed granted.

14. Lino's Restaurant Land. The Lino's land's driveways and parking shall be reconfigured as shown on Exhibit C and described in Exhibit I. Simultaneously with the final approval of this Agreement, Curtis Properties agrees to convey to Lino's the land necessary to reconfigure Lino's land as shown on Exhibit C. Lino's agrees to simultaneously convey to Curtis Properties and to Speedway the land necessary to reconfigure the Lino's land and the Speedway land as shown on Exhibit C. Lino's

further agrees to convey to Curtis Properties, Speedway and TCF Bank an easement over the entry drive shown on Exhibit C. Lino's further agrees to simultaneously dedicate to Rochester Hills the right of way along Tienken Road as shown on Exhibit C. Lino's also agrees that if its parking is in the right of way, then Lino's agrees to indemnify and hold Rochester Hills harmless from any claims resulting therefrom. Rochester Hills agrees that Lino's shall have a reasonable license to use the ten parking spaces in the dedicated right of way until such time as the City improves Tienken Road. If expansion of the Tienken Road pavement into the conveyed right of way causes Lino's to lose one or more of the ten parking spaces, Curtis Properties agrees to provide Lino's an easement to use an equal number of parking spaces on the Curtis Properties land adjacent to Lino's north property line. Rochester Hills agrees that the reconfigured Lino's land and all buildings and other structures on it are lawful and conforming under all applicable ordinances; to the extent variances are necessary to support this agreement, they are deemed granted. If future modifications are made to Lino's land, appropriate site plans will be submitted to Rochester Hills for approval.

15. CVS's drive-through. The CVS drugstore to be located within the PUD shall have only one drive-through lane. However, if the Walgreen's drugstore to be built in Tienken Partners L.L.C's PUD is permitted to have two drive-through lanes, then the CVS drugstore within the PUD shall also be permitted to have two drive-through lanes.

16. Phases. The construction shown on the Plan (Exhibit C) will take place in four phases since each separately owned parcel is treated as a single and separate phase. Construction on each of the separately owned parcels shall be independent of

construction on any other parcel. The phases may be constructed in any order or simultaneously and each separate phase shall require separate final site plan approval. Construction on the Curtis Properties land will be deemed to be a single phase even if performed at different times. The owners of the TCF Bank and Speedway parcels agree to commence construction of improvements on those parcels within two years of the date of final PUD approval.

17. Old Orion Court Abandonment. Owners shall seek abandonment of that portion of Old Orion Court more particularly described in Exhibit H. The abandonment process shall be completed in accordance with the procedures set forth by Rochester Hills.

18. Governmental Approvals. Rochester Hills agrees to provide Owners site plan, condominium (or subdivision) and any other required administrative approvals together with all other permits and licenses necessary or convenient to develop the PUD upon receipt of required applications, payment of applicable fees, and compliance with all ordinances, statutes, rules and regulations. Rochester Hills also agrees to cooperate with Owners in applying for and obtaining such permits, licenses or other approvals as are within the jurisdiction of other governmental agencies which are convenient or necessary to develop the PUD.

19. Notice. All notices required herein shall be in writing, either hand-delivered with the receipt of delivery, or by certified mail, return receipt requested, as follows:

For the City: City of Rochester Hills
Attention: Planning Director, E. Anzek
1000 Rochester Hills Drive
Rochester Hills, MI 48309

For Curtis
Properties: Curtis Properties
Attention: Tony Curtis
2025 Rochester Road
Rochester Hills, MI 48307

Copy to: Joseph F. Galvin, Esq.
Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Suite 2500
Detroit, MI 48226

For Lino's: Lino Pasquale Borraccio
Lino's Restaurant
50 W. Tienken Road
Rochester Hills, MI 48307

For Speedway: Amy Wiley-Brantley
Marathon Ashland Petroleum, L.L.C.
28001 Citrin Drive
Romulus, MI 48174

For TCF Bank: Attn: Larry M. Czekaj
401 East Liberty Street
Ann Arbor, MI 48104-2298

20. Contract. The terms of this Agreement are contractual and not a mere recital, and the Owners and Rochester Hills represent and warrant that they intend to be bound thereby.

21. Entire Agreement. This Agreement constitutes the entire agreement between the Owners and Rochester Hills as to the subject matter, and supersedes any and all prior representations, statements, promises, and undertakings of any kind, whether

oral or written. However, any separate agreement between one or more of the Owners will control over this Agreement as between the parties to that separate agreement.

22. Ordinance Requirements. Except as set forth in this Agreement and the Final PUD Plan, the Project shall be developed in accordance with the City Code of Ordinances. In the event this Agreement or of the Final PUD Plan are inconsistent with the City Code of Ordinances, regulations or design standards, then this Agreement and the Final PUD Plan shall control. The parties acknowledge and understand that modifications may be requested by Owner to vary the strict requirements of City ordinances and design standards. Subject to Section 22 below, the City Council shall make all decisions on such requests.

23. Minor Modifications. Modifications to the Final PUD Plan may be required which may include, for example, modifications to building sizes, shapes and elevations. Minor changes to the Final PUD Plan may be approved by the Rochester Hills administration. Minor changes may include: (a) reduction in the size of any building and/or sign; (b) exterior building materials identified in Exhibit D may be replaced by similar types of exterior building materials of better or like quality; (c) landscaping materials of better or like quality; (d) changes in floor plans which do not alter the character of the use; and (e) internal rearrangement of a parking lot which does not reduce the total number of parking spaces or alter access locations or design. Any modifications sought that exceed the authority granted to Rochester Hills staff in this Section, in the judgment of Rochester Hills staff, shall be submitted to the Planning Commission and City Council for approval.

24. Waiver. No waiver of any of the terms and conditions of this Agreement shall be binding or effectual for any purpose unless expressed in writing and signed by both Owner and Rochester Hills and any such waiver shall be effective only in the specific instance and for the purpose given.

25. Severability. In the event that any provision of this Agreement is found to be void, illegal, or invalid for any reason, the remaining provisions shall nevertheless remain in full force and effect.

26. Construction. Any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply to the interpretation and construction of this Agreement.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall together constitute a single Agreement.

28. Term of Agreement. This Agreement will run with the land and may be revoked only upon unanimous agreement of the Owners and Rochester Hills.

29. Remedies. In the event that a party believes the other party is not acting reasonably or in conformity with this Agreement, then the aggrieved party may petition the Oakland County Circuit Court to resolve such dispute and the parties shall make themselves immediately available for a hearing on a date to be set by the Court. In the event that the Court finds the party has not acted in good faith or in conformity with this Agreement, then the Court may order reasonable costs and attorney fees incurred to the

prevailing party. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided by law.

30. Effective Date. This Agreement shall not be effective until it is recorded in the Office of the Oakland County Register of Deeds and a certified copy of the recorded Agreement has been delivered to the City.

City of Rochester Hills

By: _____
Pat Somerville, Mayor
1000 Rochester Hills Drive
Rochester Hills, MI 48309

Curtis Properties Group, L.L.C.

By: _____
Anthony Curtis
Curtis Properties, LLC
2025 Rochester Road
Rochester Hills, MI 48307

Speedway SuperAmerica LLC

By: _____
James T. Morgan, Senior Vice President
Speedway SuperAmerica LLC
500 Speedway Drive
Enon, OH 45323-1056.

Lino's Restaurant

By: _____

Lino Pasquale Borraccio
50 W. Tienken Road
Rochester Hills, MI 48307

TCF Bank

By: _____
Larry M. Czekaj
401 East Liberty Street
Ann Arbor, MI 48104-2298

LIST OF EXHIBITS

- A. Property Owners/Zoning Designation
- B. Legal Description
- C. PUD Plans
 - C1. Title Sheet
 - C2. Boundary Survey
 - C3. Site Layout and Paving Plan
 - C4. Site Landscaping Plan
 - C5. Site Lighting Photometric Plan
 - C6. Papa Joe's Elevations
 - C7. TCF Bank Elevations/Landscaping
 - C8. Speedway Site Plan/Landscaping/Elevations
- D. Road Improvement Plan
- E. Building Materials
- F. Signage Diagram
- G. Variances
- H. Legal Description of Old Orion Court
- I. Relevant Portions of Agreements with Other Property Owners
- J. Setback Variance Chart

EXHIBIT A

PROPERTY OWNERS AND PARCEL IDENTIFICATION NUMBERS

I. 11.3 Acres Zone I-1; to be rezoned B-2 with PUD overlay.

Nancy Master and Pricilla Pettinarakis
c/o Nancy Masters
4220 University Place
Manistee, MI 49660

City of Rochester Hills
1000 Rochester Rd.
Rochester Hills, MI 48309
As to vacated portion of
Old Orion Court

Owner of Parcels No.: 15-03-426-017
15-03-426-018
15-03-426-019
15-03-426-020
15-03-426-021

Curtis Properties Group, LLC
Attn: Anthony Curtis
2025 Rochester Road
Rochester Hills, MI 48307
Purchaser of above described
Parcels.

II. 4 Acres: PUD overlay only--Underlying zoning to remain unchanged.

Marathon
6980 Rochester Road
Rochester Hills, MI 48307
Owner of Parcel No.: 15-03-426-033

Lino's Restaurant
50 W. Tienken Road
Rochester Hills, MI 48307
Owner of Parcel No.: 15-03-426-031
15-03-426-033

TCF National Bank
Attn: Larry M. Czekaj
401 East Liberty Street
Ann Arbor, MI 48104-2298
Owner of Parcel No.: 15-03-426-030

PROPOSED - LEGAL DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3,

THENCE ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 3, NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, A DISTANCE OF 148.57 FEET;

THENCE LEAVING SAID EAST LINE NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST A DISTANCE OF 109.48 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING, NORTH 30 DEGREES 42 MINUTES 30 SECONDS A DISTANCE OF 7.98 FEET TO A POINT ON THE WEST LINE OF ROCHESTER ROAD (120 FOOT RIGHT-OF-WAY);

THENCE ALONG THE SAID WEST LINE NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST A DISTANCE OF 276.50 FEET;

THENCE LEAVING SAID WEST LINE NORTH 82 DEGREES 33 MINUTES 47 SECONDS WEST A DISTANCE OF 74.69 FEET;

NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 590.71 FEET;

THENCE SOUTH 76 DEGREES 14 MINUTES 30 SECONDS WEST, A DISTANCE OF 408.29 FEET;

THENCE SOUTH 10 DEGREES 38 MINUTES 00 SECONDS EAST, A DISTANCE OF 588.78 FEET;

THENCE SOUTH 10 DEGREES 42 MINUTES 30 SECONDS EAST, A DISTANCE OF 163.64 FEET;

THENCE SOUTH 08 DEGREES 12 MINUTES 40 SECONDS EAST, A DISTANCE OF 205.18 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 3;

THENCE ALONG SAID SOUTH LINE SOUTH 89 DEGREES 47 MINUTES 38 SECONDS EAST A DISTANCE OF 420.08 FEET.

THENCE LEAVING SAID SOUTH LINE, NORTH 02 DEGREES 45 MINUTES 18 SECONDS WEST A DISTANCE OF 60.08 FEET TO THE NORTH LINE OF TIEKEN ROAD (120' RIGHT OF WAY);

THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES 47 MINUTES 38 SECONDS EAST, A DISTANCE OF 185.08 FEET TO THE WEST LINE OF ROCHESTER ROAD (120' RIGHT OF WAY)

THENCE ALONG SAID WEST LINE, NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST A DISTANCE OF 69.89 FEET.

THENCE LEAVING SAID WEST LINE, NORTH 30 DEGREES 42 MINUTES 29 SECONDS WEST A DISTANCE OF 124.28 FEET;

THENCE NORTH 86 DEGREES 49 MINUTES 35 SECONDS EAST A DISTANCE OF 81.91 FEET TO THE WEST LINE OF ROCHESTER ROAD (120' RIGHT OF WAY),

THENCE NORTH 86 DEGREES 49 MINUTES 35 SECONDS EAST A DISTANCE OF 4.08 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY OF RECORD.

LEGAL DESCRIPTION FOR
TCF BANK

PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS,
OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3,
THENCE ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 3, NORTH 89 DEGREES 47 MINUTES
38 SECONDS WEST, A DISTANCE OF 455.66 FEET TO THE POINT OF BEGINNING.
THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89 DEGREES 47 MINUTES 38 SECONDS WEST A
DISTANCE OF 206.60;
THENCE LEAVING SAID SOUTH LINE NORTH 08 DEGREES 12 MINUTES 40 SECONDS WEST, A DISTANCE OF
205.18 FEET;
THENCE NORTH 10 DEGREES 42 MINUTES 30 SECONDS WEST, A DISTANCE OF 87.99 FEET;
THENCE SOUTH 89 DEGREES 59 MINUTES 30 SECONDS EAST, A DISTANCE OF 231.79 FEET;
THENCE SOUTH 34 DEGREES 59 MINUTES 30 SECONDS EAST, A DISTANCE OF 28.10 FEET;
THENCE SOUTH 00 DEGREES 08 MINUTES 43 SECONDS EAST, A DISTANCE OF 247.57 FEET TO A POINT ON
SAID SOUTH LINE, SAME BEING THE POINT OF BEGINNING.
SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY OF RECORD.

SURVEYOR'S NOTE

THIS SURVEY IS BASED ON A LEGAL DESCRIPTION PROVIDED BY
CLIENT. IT INCLUDES A PROPOSED LAND SWAP (AS NOTED)
THE PROPOSED VACATION OF ORION ROAD (AS NOTED).

DRAWING REVISED MARCH 6, 2003 TO REVISE LEGAL DESCRIPTION FOR PARCEL A.
DRAWING REVISED MAY 13, 2002 TO ADD ADJOINER PARCEL INFORMATION.

LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR PARCELS 1-4 AS SHOWN IN TITLE REPORT COMMITMENT NUMBER 63-692916, PREPARED BY THE PHILIP F. GRECO TITLE COMPANY.

PARCEL I: PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, 146.57 FEET AND NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, 685.58 FEET FROM THE SOUTHEAST SECTION CORNER; THENCE NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, 331.67 FEET; THENCE SOUTH 78 DEGREES 14 MINUTES 30 SECONDS WEST, 320.05 FEET; THENCE SOUTH 10 DEGREES 36 MINUTES 00 SECONDS EAST, 317.77 FEET; THENCE NORTH 78 DEGREES 13 MINUTES 30 SECONDS EAST, 434.23 FEET TO THE POINT OF BEGINNING.

PARCEL II: PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, 146.57 FEET AND NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, 402.71 FEET FROM THE SOUTHEAST SECTION CORNER; THENCE NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, 282.87 FEET; THENCE SOUTH 76 DEGREES 13 MINUTES 30 SECONDS WEST, 434.23 FEET; THENCE SOUTH 10 DEGREES 36 MINUTES 00 SECONDS EAST, 271.01 FEET; THENCE NORTH 78 DEGREES 13 MINUTES 30 SECONDS EAST, 531.62 FEET TO THE POINT OF BEGINNING.

PARCEL III: PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, 146.57 FEET AND NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, 274.81 FEET FROM THE SOUTHEAST SECTION CORNER; THENCE NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, 127.90 FEET; THENCE SOUTH 78 DEGREES 13 MINUTES 30 SECONDS WEST, 334.00 FEET; THENCE SOUTH 10 DEGREES 36 MINUTES 00 SECONDS EAST, 122.54 FEET; THENCE NORTH 78 DEGREES 13 MINUTES 30 SECONDS EAST, 378.04 FEET TO THE POINT OF BEGINNING.

PARCEL IV: PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: PART OF THE SOUTHEAST 1/4 OF SECTION 3, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT NORTH 00 DEGREES 00 MINUTES 30 SECONDS EAST, 146.57 FEET AND NORTH 30 DEGREES 42 MINUTES 30 SECONDS WEST, 109.48 FEET FROM THE SOUTHEAST SECTION CORNER; THENCE SOUTH 88 DEGREES 49 MINUTES 30 SECONDS WEST, 838.64 FEET; THENCE NORTH 10 DEGREES 42 MINUTES 30 SECONDS WEST, 163.64 FEET; THENCE NORTH 78 DEGREES 13 MINUTES 30 SECONDS EAST, 197.82 FEET; THENCE SOUTH 10 DEGREES 30 MINUTES EAST, 122.54 FEET; THENCE NORTH 78 DEGREES 13 MINUTES 30 SECONDS EAST, 185.33 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION FOR LINO'S PROPERTY

PARCEL V: LAND IN THE TOWNSHIP OF AVON (NOW KNOWN AS THE CITY OF ROCHESTER HILLS), OAKLAND COUNTY, MICHIGAN, PART OF THE SOUTHEAST 1/4 OF SECTION 3, T.3 N., R.11 E., IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 3, A DISTANT NORTH 89 DEGREES 47 MINUTES 50 SECONDS WEST, 342.20 FEET FROM THE SOUTHEAST CORNER OF SECTION 3; THENCE CONTINUING ALONG SAID LINE NORTH 89 DEGREES 47 MINUTES 50 SECONDS WEST, 53.48 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 55 SECONDS WEST, 221.08 FEET; THENCE NORTH 86 DEGREES 56 MINUTES 06 SECONDS EAST, 232.54 FEET; THENCE SOUTH 01 DEGREES 17 MINUTES 33 SECONDS WEST, 18.85 FEET; THENCE SOUTH 86 DEGREES 56 MINUTES 06 SECONDS WEST, 189.99 FEET; THENCE SOUTH 03 DEGREES 21 MINUTES 55 SECONDS, EAST 205.05 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, BOTH RECORDED AND UNRECORDED.

PARCEL VI: LAND IN THE TOWNSHIP OF AVON (NOW KNOWN AS THE CITY OF ROCHESTER HILLS), OAKLAND COUNTY, MICHIGAN, PART OF THE SOUTHEAST 1/4 OF SECTION 3, T.3 N., R.11 E., IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 3, A DISTANT NORTH 89 DEGREES 47 MINUTES 50 SECONDS WEST, 242.20 FEET FROM THE SOUTHEAST CORNER OF SECTION 3; THENCE CONTINUING ALONG SAID LINE NORTH 89 DEGREES 47 MINUTES 50 SECONDS WEST, 100.00 FEET; THENCE NORTH 03 DEGREES 21 MINUTES 55 SECONDS WEST, 205.05 FEET; THENCE NORTH 86 DEGREES 58 MINUTES 06 SECONDS EAST, 100.00 FEET; THENCE SOUTH 03 DEGREES 18 MINUTES 47 SECONDS EAST, 210.75 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION FOR MARATHON PROPERTY

PARCEL VI: AS DESCRIBED BY GIFFELS-WEBSTER ENGINEERS (HELD BY INLAND SEAS ENGINEERING) (DATED 9/3/99, NETWORK PROJECT NO. 990366-78)

LAND IN THE CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, T.3 N., R.11 E., BEGINNING AT THE SOUTHEAST CORNER OF SECTION 3; THENCE ALONG THE SOUTH LINE OF SAID SECTION 3, NORTH 89 DEGREES 42 MINUTES 30 SECONDS WEST, 242.20 FEET; THENCE NORTH 02 DEGREES 45 MINUTES 17 SECONDS WEST, 209.15 FEET; THENCE NORTH 85 DEGREES 16 MINUTES 30 SECONDS EAST, 88.00 FEET; THENCE NORTH 01 DEGREES 17 MINUTES 18 SECONDS EAST, 18.85 FEET; THENCE NORTH 86 DEGREES 49 MINUTES 30 SECONDS EAST, 108.29 FEET; THENCE SOUTH 30 DEGREES 42 MINUTES 30 SECONDS EAST, 109.48 FEET; THENCE ALONG THE EAST LINE OF SAID SECTION 3, SOUTH 00 DEGREES 00 MINUTES 30 SECONDS WEST, 146.57 FEET TO THE POINT OF BEGINNING, EXCEPT THE SOUTH, EAST AND NORTHEASTERLY 60 FEET THEREOF CONVEYED TO THE BOARD OF COUNTY ROAD COMMISSIONERS BY DEED RECORDED IN LIBER 5292, PAGE 178, OAKLAND COUNTY RECORDS.

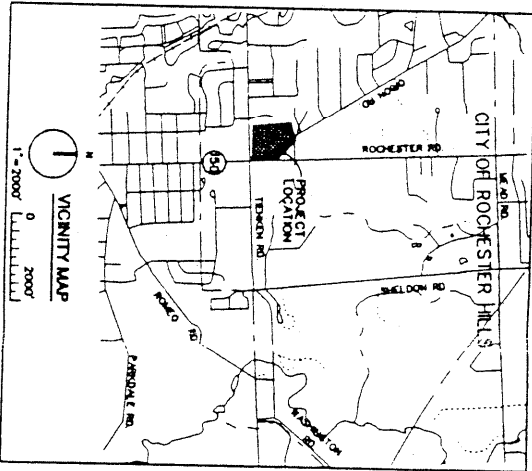
EXHIBIT C

PUD Plan

PAPA JOE'S GOURMET MARKET

ROCHESTER HILLS, MICHIGAN

EXISTING	PROPOSED
PROPERTY LINE	PROPERTY LINE
PROPERTY MON	PROPERTY MON
SOIL BOX	SOIL BOX
LIGHT POLE	LIGHT POLE
SEWER	SEWER
UTILITY POLE	UTILITY POLE
TELEPHONE BOX	TELEPHONE BOX
TELEPHONE MAST	TELEPHONE MAST
ODS MAST	ODS MAST
CATCH BASIN	CATCH BASIN
STORM MANHOLE	STORM MANHOLE
SAWTOOTH MANHOLE	SAWTOOTH MANHOLE
CELEBRITY	CELEBRITY
VALVE	VALVE
INVERT	INVERT
SPOT ELEVATION	SPOT ELEVATION
MAJOR CONTROL - 5 FT INTERVAL	MAJOR CONTROL - 5 FT INTERVAL
MINOR CONTROL - 1 FT INTERVAL	MINOR CONTROL - 1 FT INTERVAL
FRONT LINE	FRONT LINE
STORM SEWER	STORM SEWER
SEWANTY SEWER	SEWANTY SEWER
WATERMAIN	WATERMAIN
ODS MAIN	ODS MAIN
TELEPHONE LINE	TELEPHONE LINE
ELECTRIC LINE	ELECTRIC LINE
FIBER OPTIC LINE	FIBER OPTIC LINE
RECORDS TREE	RECORDS TREE
COMPOUND TREE	COMPOUND TREE
BRUSH OR NEEDLE CASCADENT	BRUSH OR NEEDLE CASCADENT



MS&S DIG NOTE:
 CONTRACTOR TO CONTACT MS&S DIG AT 1-800-482-7277 PRIOR TO CONSTRUCTION TO CONFIRM LOCATION OF EXISTING UTILITIES

ADA NOTE:
 ALL CONSTRUCTION TO BE DONE IN COMPLIANCE WITH ADA AND AMERICAN BARNEER FREE DESIGN

SEE NONDUAL PLAN SHEETS FOR LEGENDS UNLIKE TO THIS SHEET

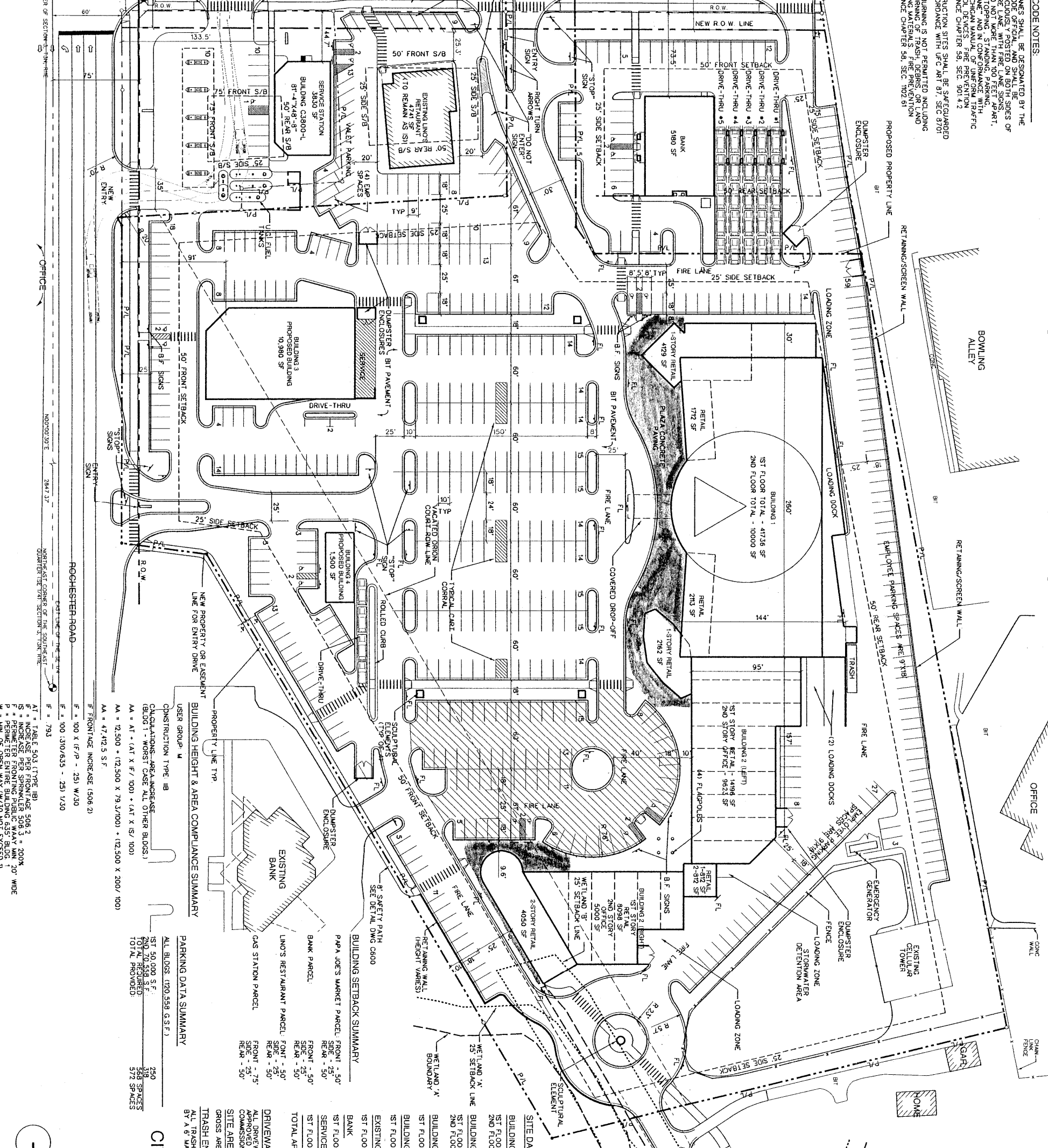
DRAWING INDEX

T	TITLE SHEET
C100	TOPOGRAPHIC SURVEY (BY KEALTEC & ASSOCIATES)
C200	BOUNDARY SURVEY (BY KEALTEC & ASSOCIATES)
C300	SITE DEMOLITION PLAN
C400	ROADWAY IMPROVEMENTS AND DRIVEWAYS PLAN
C401	SITE UTILITY PLAN
C402	SOIL EROSION AND SEDIMENTATION CONTROL PLAN
C403	SITE LANDSCAPING PLAN
C404	SITE DETAILS
C405	STORMWATER CALCULATIONS AND LANDSCAPE DETAILS
C406	PHOTOMETRIC PLAN

APPLICANT
 MR. TONY CURTIS
 PAPA JOE'S GOURMET MARKET
 34224 WOODWARD AVENUE
 BIRMINGHAM, MI 48009

CITY FILE NO.: 02-004
 NOT TO BE USED AS CONSTRUCTION DRAWINGS

M-50
ENDS AT THE SOUTH SIDE OF
THE INTERSECTION OF TIENKEN &
ROCHESTER ROAD



FIRE CODE NOTES:
FIRE LINES SHALL BE DESIGNATED BY THE
FIRE CODE OFFICIAL, AND SHALL BE SINGS OF
CONSPICUOUSLY PLACED ON 80' SPACES OF
SPACED NOT MORE THAN 100 FEET APART.
-NO STOPPING, STANDING, PARKING,
FIRE LANE AND IN COMPLIANCE WITH
CONSTRUCTION WITH UFC ART 27, SEC 8701
IN ACCORDANCE WITH UFC ART 27, SEC 8701
OPEN BURNING IS NOT PERMITTED INCLUDING
CAMPFIRE, FIRE PIT, FIRE PREVENTION
ORDINANCE CHAPTER 59, SEC 102 61

LEGEND
CONCRETE CURB & GUTTER
BUILDING PERIMETER
NO PARKING FIRE LANE SIGN
SEE DETAIL DWG C600
CROSSWALK STRIPING
PARKING LOT STRIPING
WETLAND BOUNDARY
WETLAND SETBACK
BARBER TREE SIDEWALK RAMP
SEE DETAIL DWG C600
DARK RED COLORED
ASPHALT PAVING

**NOT TO BE
USED AS
CONSTRUCTION
DRAWINGS**

**SITE LAYOUT
& PAVING PLAN**

CITY FILE NO.: 02-004

BUILDING HEIGHT & AREA COMPLIANCE SUMMARY

USER GROUP	CONSTRUCTION TYPE	BLDG 1 - WORST CASE ALL OTHER BLDGS.	AA = AT * (AT X EF / 100) * (AT X SF / 100)	MA = 12,500 + (12,500 X 79.3/100) + (12,500 X 200 / 100)	AA = 47,412.5 S.F.
AT	TABLE 501.1 (TYPE II)	506.3	200%		
S	INCREASE PER FRONTAGE 506.3	200%			
F	PERMITS PER SPRINKLER 506.3	200%			
W	MIN OF OPEN WAY 506.3	200%			

PARKING DATA SUMMARY

ALL BLDGS (120,558 G.S.F.)	250
IST 50,000 S.F.	318
CONCILIATIONS - AREA INCREASE	568
TOTAL REQUIRED	886
TOTAL PROVIDED	572

SITE DATA FOR PROPOSED DEVELOPMENT

BUILDING	1ST FLOOR	2ND FLOOR	TOTAL
BUILDING 1 - RETAIL/MARKET	41736 SF	10000 SF	51736 SF
BUILDING 2 - RETAIL/SUPPORT	27956 SF	15435 SF	42991 SF
BUILDING 3 - RETAIL/COMMERCIAL	10980 SF		10980 SF
BUILDING 4 - RETAIL/COMMERCIAL	1500 SF		1500 SF
EXISTING LINDO'S RESTAURANT	4741 SF		4741 SF
BANK	5180 SF		5180 SF
SERVICE STATION	3830 SF		3830 SF
TOTAL AREA	120558 SF		120558 SF

DRIVEWAY DESIGN
ALL DRIVEWAYS WILL BE DESIGNED AND
APPROVED BY THE OKLAHOMA COUNTY ROAD
COMMISSION AND/OR MDOT.
GROSS AREA SEE BOUNDARY SURVEY/LEGAL DESCRIPTION
TRASH ENCLOSURES
ALL TRASH DUMPSTERS SHALL BE ENCLOSED
BY A 6' MASONRY SCREEN WALL AND GATED

REVISIONS

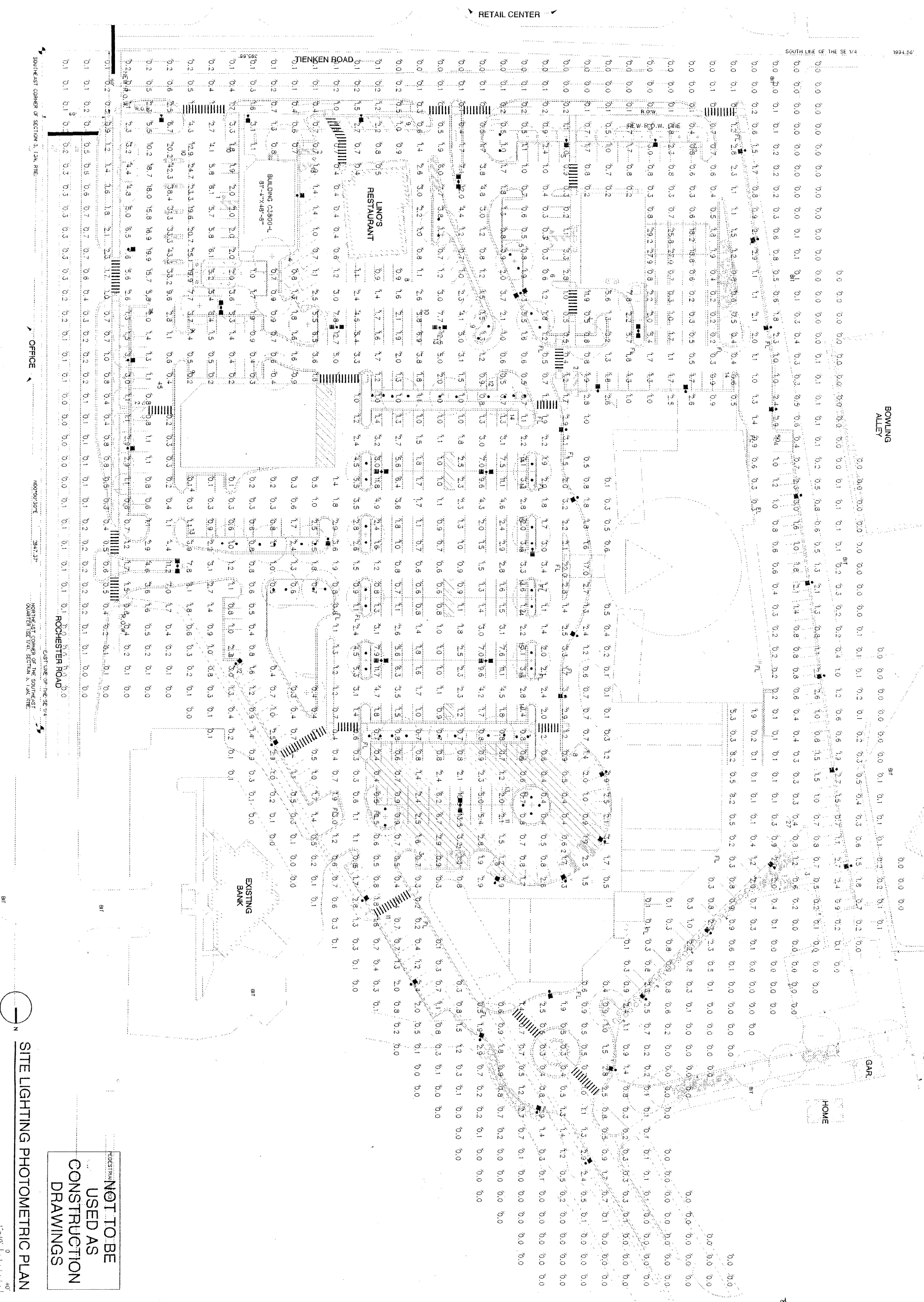
DATE	DESCRIPTION
10/31/03	CITY REVIEW
7/22/03	CITY REVIEW
7/01/03	CITY REVIEW
5/08/03	REVISED PER CITY COMMENTS
3/07/03	CITY REVIEW
2/14/03	REVIEW
2/07/02	CITY REVIEW
1/31/02	REVIEW

NEW DEVELOPMENT
PAPA JOE'S GOURMET MARKET
ROCHESTER HILLS, MICHIGAN

DRAWN BY: JUV
CHECKED BY: CCS
PROJECT LDR: RSP

Ron and Roman, LLC
111 WILLIAM STREET, POTTSVILLE, MICHIGAN 49770

Progressive
1811 4 MILE ROAD, NE
GRAND RAPIDS, MI 49525-2442
616 361 2664 VOICE
616 361 1493 FAX
WWW.PROGRESSIVEAE.COM



FILE NO 55200103

E101

SITE LIGHTING PHOTOMETRIC PLAN

1/09/04

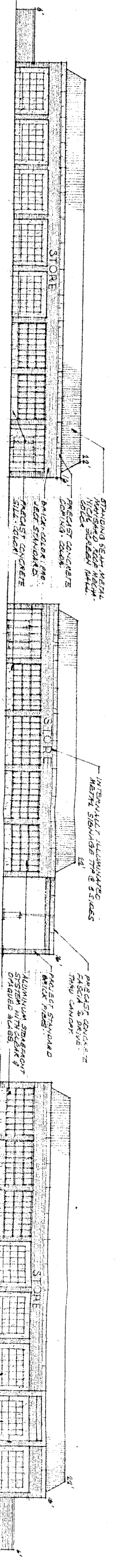
CITY REVIEW

NEW DEVELOPMENT
PAPA JOE'S GOURMET MARKET
 ROCHESTER HILLS, MICHIGAN

DRAWN BY
 JC/ENG BY
 CHECKED BY
 PROJECT LDR

RSP
Ron and Roman, LLC
 171 Williams Street, Pontiac, Michigan 48130

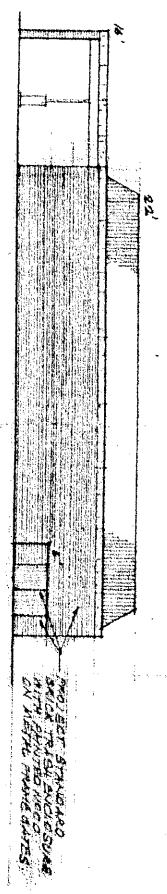
Progressive
 1811 4 MILE ROAD, NE
 GRAND RAPIDS, MI 49525-2442
 616 361 2664 VOICE
 616 361 1493 FAX
 WWW.PROGRESSIVEAE.COM



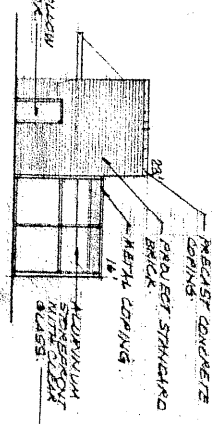
BUILDING 3 - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

BUILDING 3 - EAST ELEVATION (FRONT)
SCALE: 1/8" = 1'-0"

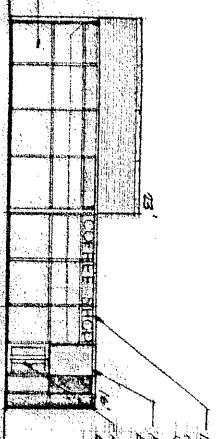
BUILDING 3 - NORTH ELEVATION
SCALE: 1/8" = 1'-0"



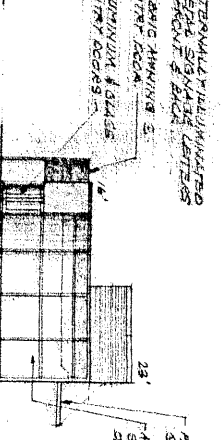
BUILDING 3 - WEST ELEVATION
SCALE: 1/8" = 1'-0"



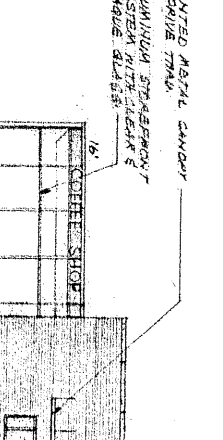
BUILDING 4 - SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



BUILDING 5 - EAST ELEVATION (FRONT)
SCALE: 1/8" = 1'-0"

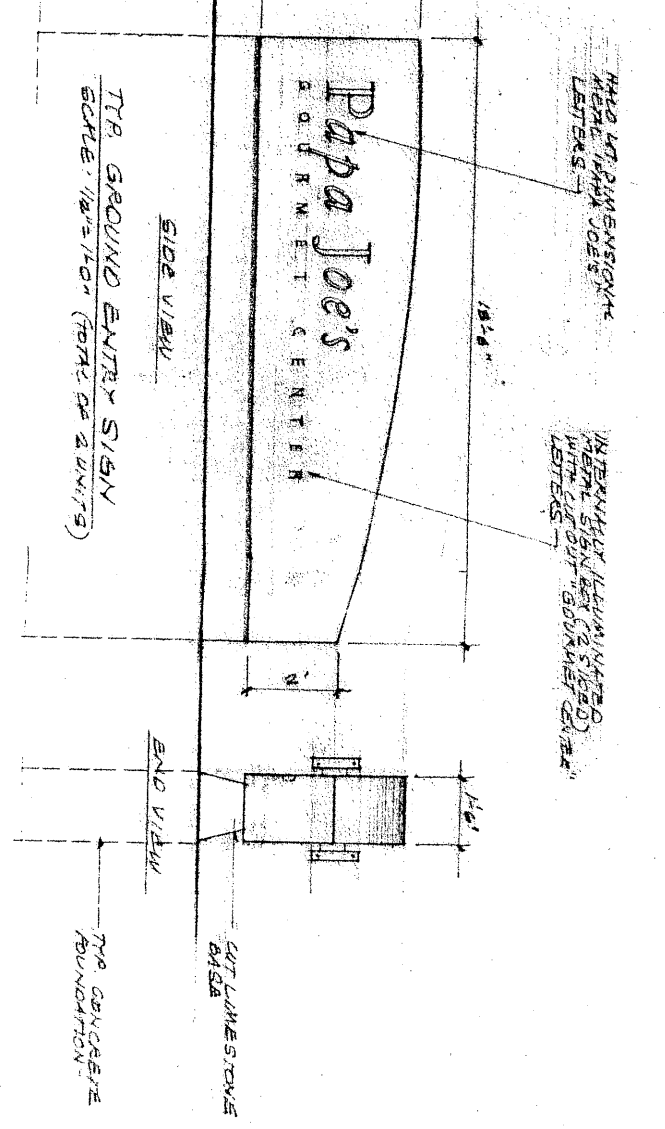
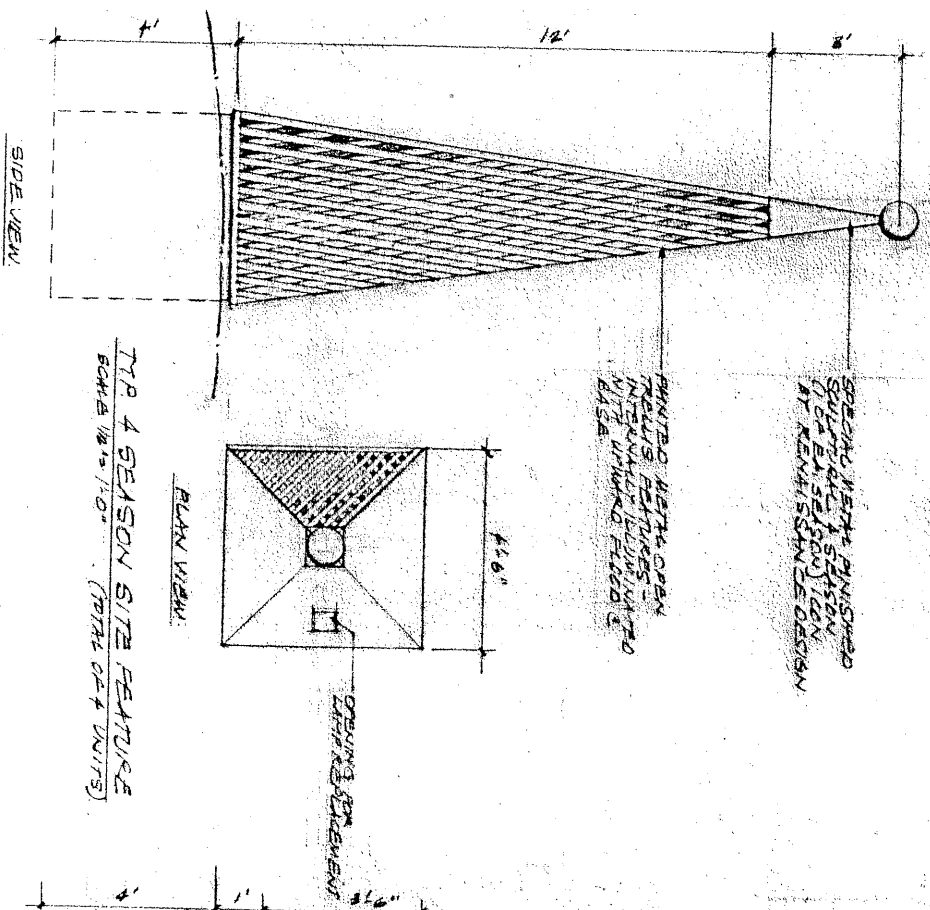


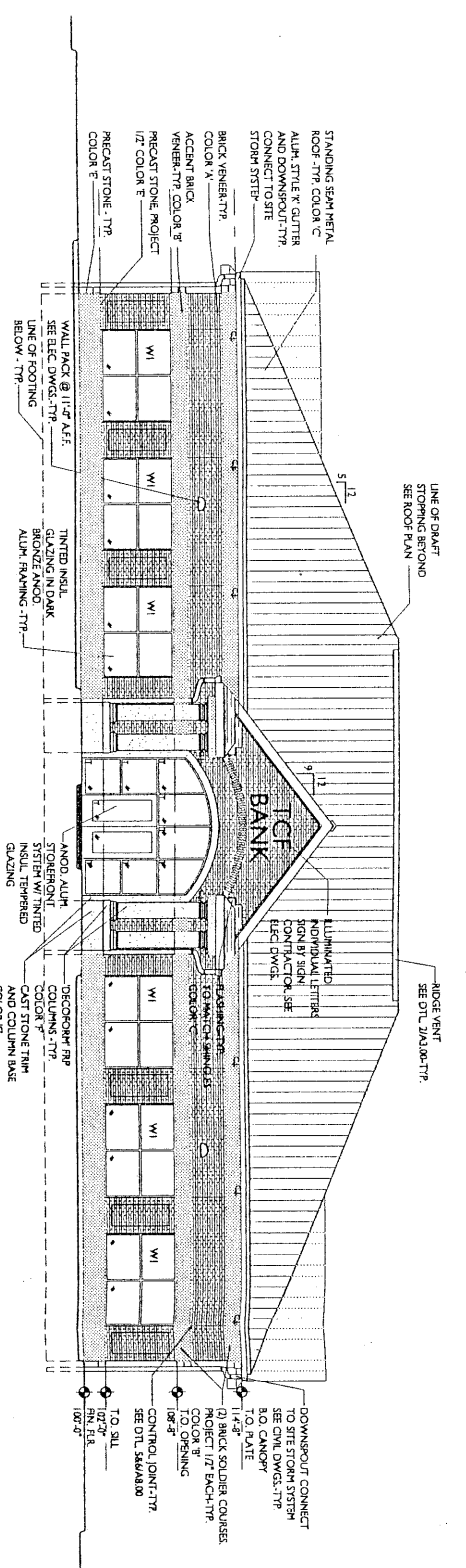
BUILDING 4 - NORTH ELEVATION
SCALE: 1/8" = 1'-0"



BUILDING 3 - EAST ELEVATION (REAR)
SCALE: 1/8" = 1'-0"

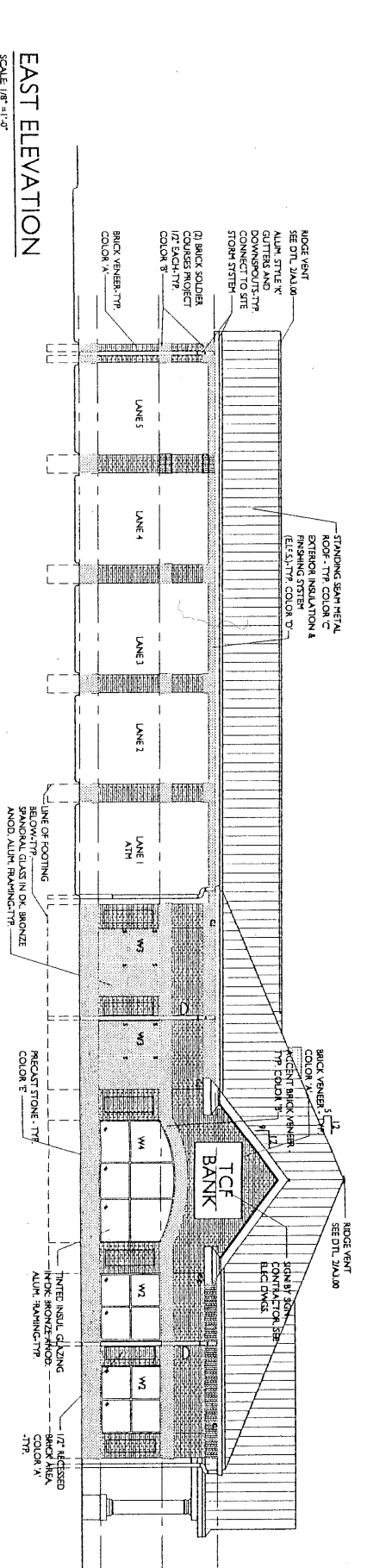
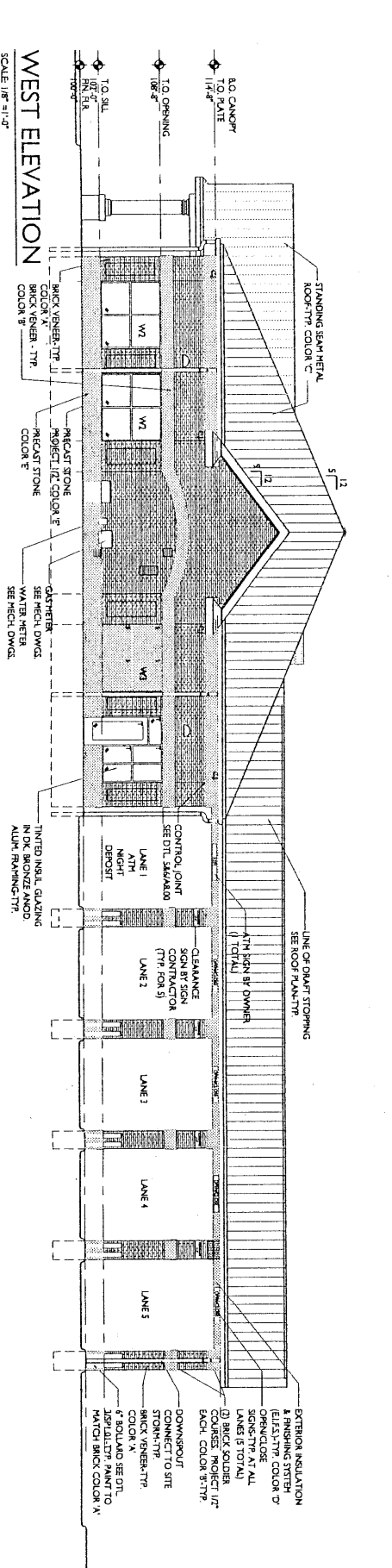
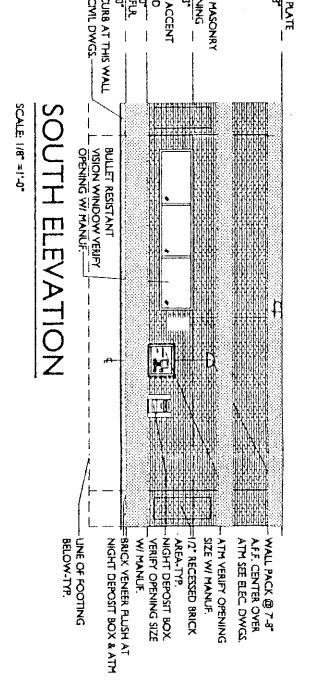
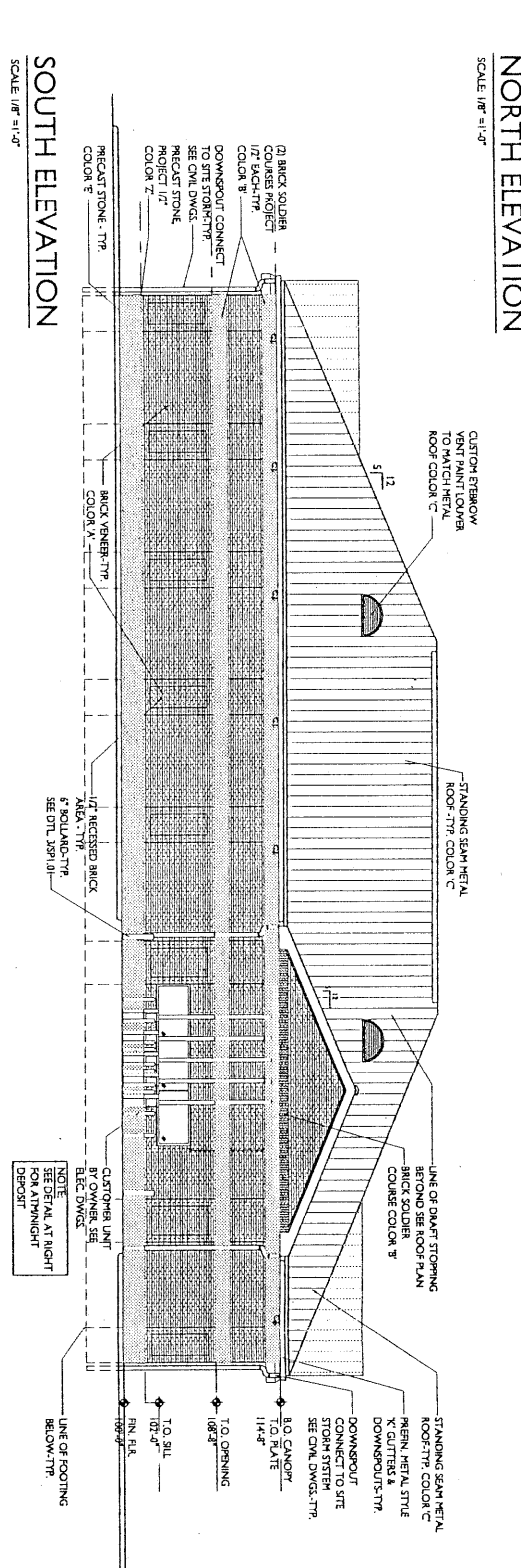
SITE FEATURE / SIGNAGE DETAILS





COLOR LEGEND	
COLOR X	BRICK VENEER, P&B DEVELOPMENT STANDARD COLOR
COLOR B	ACCENT BRICK, G&B G&B BRICK, OYSTER G&B
COLOR C	STANDING SEAM METAL, ROOFING, P&C CLAD TOWER G&B
COLOR T	ELKS COLOR TO MATCH, SFO NO. 1015 HOGWILD GREY
COLOR E	C&T STONELINESTONE, D.C. KENICHOFF CO. REBROCKSTONE
COLOR F	FIBER REINFORCED POLYESTER, DECORUM SANDSTONE 30-3847

NOTE: T&B NOTES TYPED GLAZING, 3-D NOTES SPANDREL GLASS, TINTED GLAZING TO BE COLOR, LIGHT BRONZE UNDO.



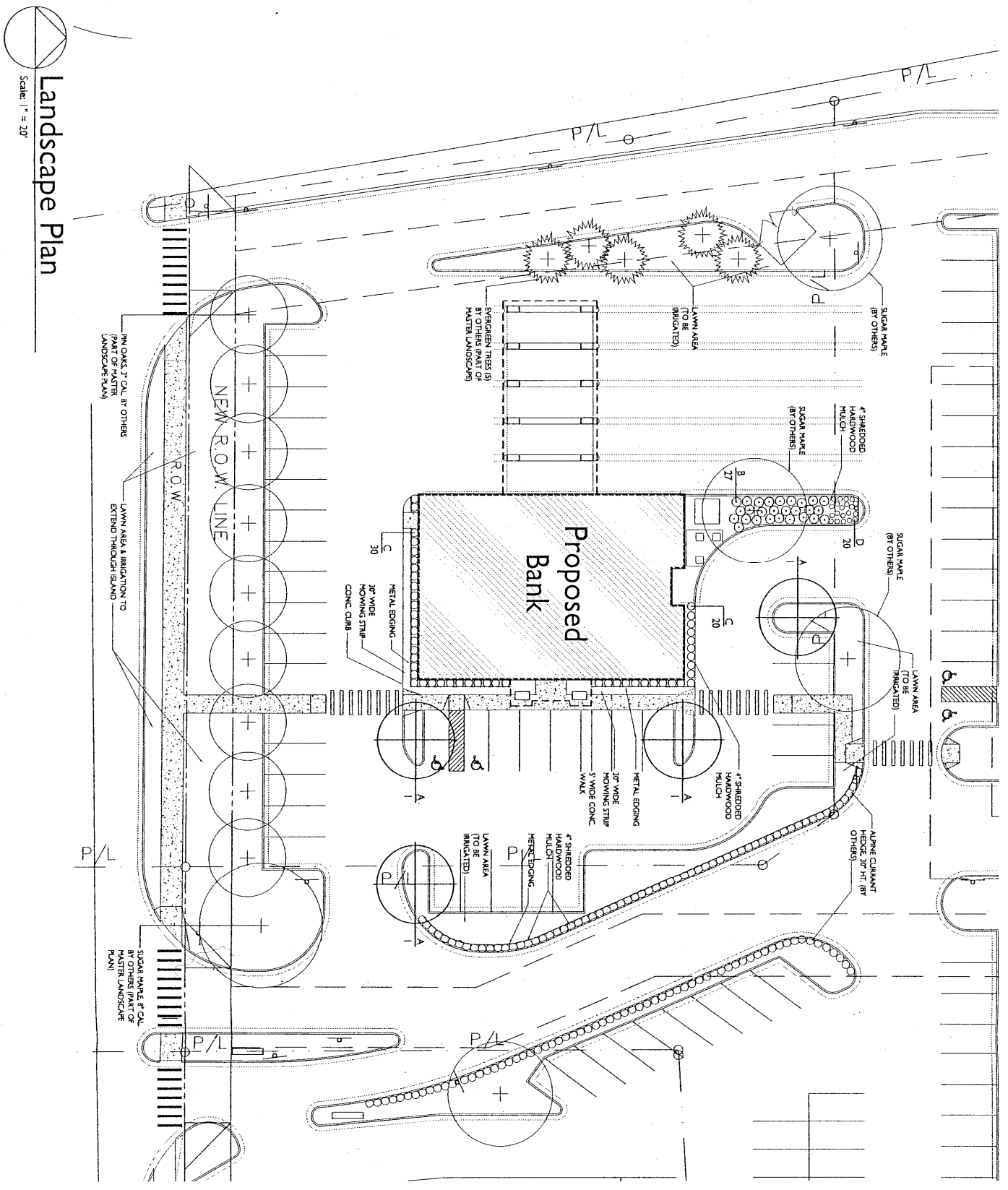
 TIENKEN AND ROCHESTER ROAD ROCHESTER HILLS, MICHIGAN	Architecture • Planning Interior Design 2400 S. Huron Parkway Ann Arbor, Michigan 48104 Telephone: (734) 975-2400 Facsimile: (734) 975-2410	BOWERS & REIN ASSOCIATES, INC.
Consultant	Project Number 00-416	Issue Date NOV. 5, 2003 JAN. 8, 2004
Sheet Title ELEVATIONS 0416a500.dwg	Sheet Number A5.00	

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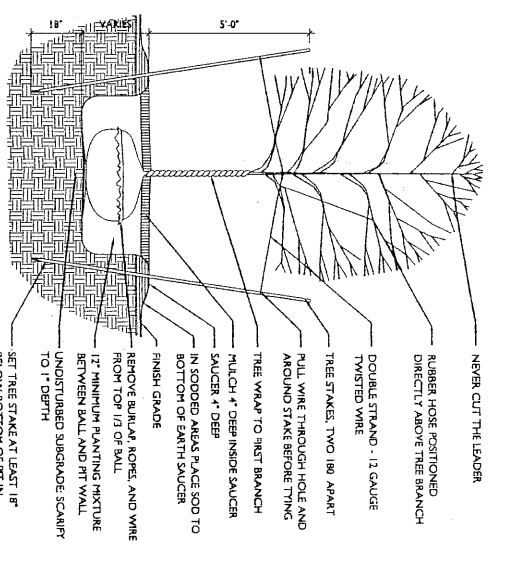
KEY	QTY	COMMON NAME	SCIENTIFIC NAME	REMARKS
A	1	Upland Linden	Tilia cordata - Greenleaf	3" dia. Ball
B	27	Over Yew	Fatsia japonica	24" Ht. & Spd.
C	50	Over Yew	Taxus distans	24" Ht. & Spd.
D	28	Happy Autumn Day	I-Heavy Kaurus	24" Ht. & Spd.

General Notes

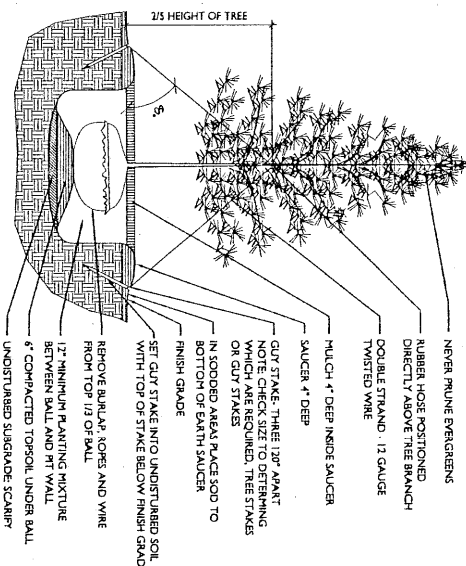
- The contractor shall verify all rights of way, easements, property lines and limits of work, etc. prior to commencing work.
- The contractor shall be responsible for obtaining and maintaining all necessary permits, licenses, and approvals for any construction work. The contractor shall take responsibility for any cost incurred due to change of said utilities.
- All planting beds shall have a minimum depth of standard landscape bed over back water permeable landscape fabric.
- All multi-stemmed trees shall be heavily branched and have symmetrical crown. One sided trees or those with thin or open crowns shall not be accepted.
- All single trunk shade trees to have straight and symmetrical crowns with a central leader. Trees with twisted or irregular trunks shall not be accepted.
- All specimen trees shall be fully to the ground, symmetrical in shape and not shaded in one or two (2) growing seasons.
- It is mandatory that positive drainage be provided away from the building specifically in the lawn areas around the building.
- The contractor shall not proceed with construction as designed when it is obvious that obstructions and/or grade differences exist. Such conditions shall be immediately brought to the attention of the owner's representative and/or landscape architect. The contractor shall assume full responsibility for all necessary changes and failure to give such notification.
- Any discrepancies between dimensioned layout and actual field conditions shall be reported to the owner's representative and landscape architect. Failure to make such discrepancies known will result in contractor's responsibility and liability for any changes and associated cost.
- The contractor shall be responsible for any coordination with subcontractors as required to accomplish construction installation operation.
- Landscape contractor to install automatic irrigation system as part of contract.
- All lawn areas to be seeded.
- The contractor shall be responsible for any existing materials that are damaged during construction.
- The proposed irrigation shall be maintained in a healthy, neat and orderly appearance free of debris and excess soil and more current materials. All broken, unsightly and dead plant materials shall be replaced as soon as is feasible by the Owner.
- The contractor shall coordinate lawn repair in conjunction with demolition work by owner.



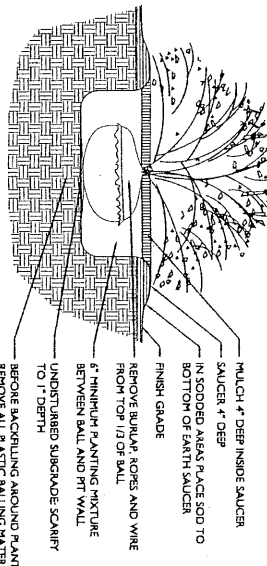
Landscape Plan
Scale: 1" = 20'



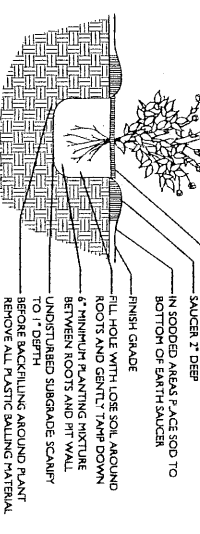
Planting Detail-Deciduous
NO SCALE



Planting Detail-Evergreen
NO SCALE



Planting Detail-Shrubs
NO SCALE



Planting Detail-Perennials
NO SCALE

BOWERS & REIN
ASSOCIATES, INC.

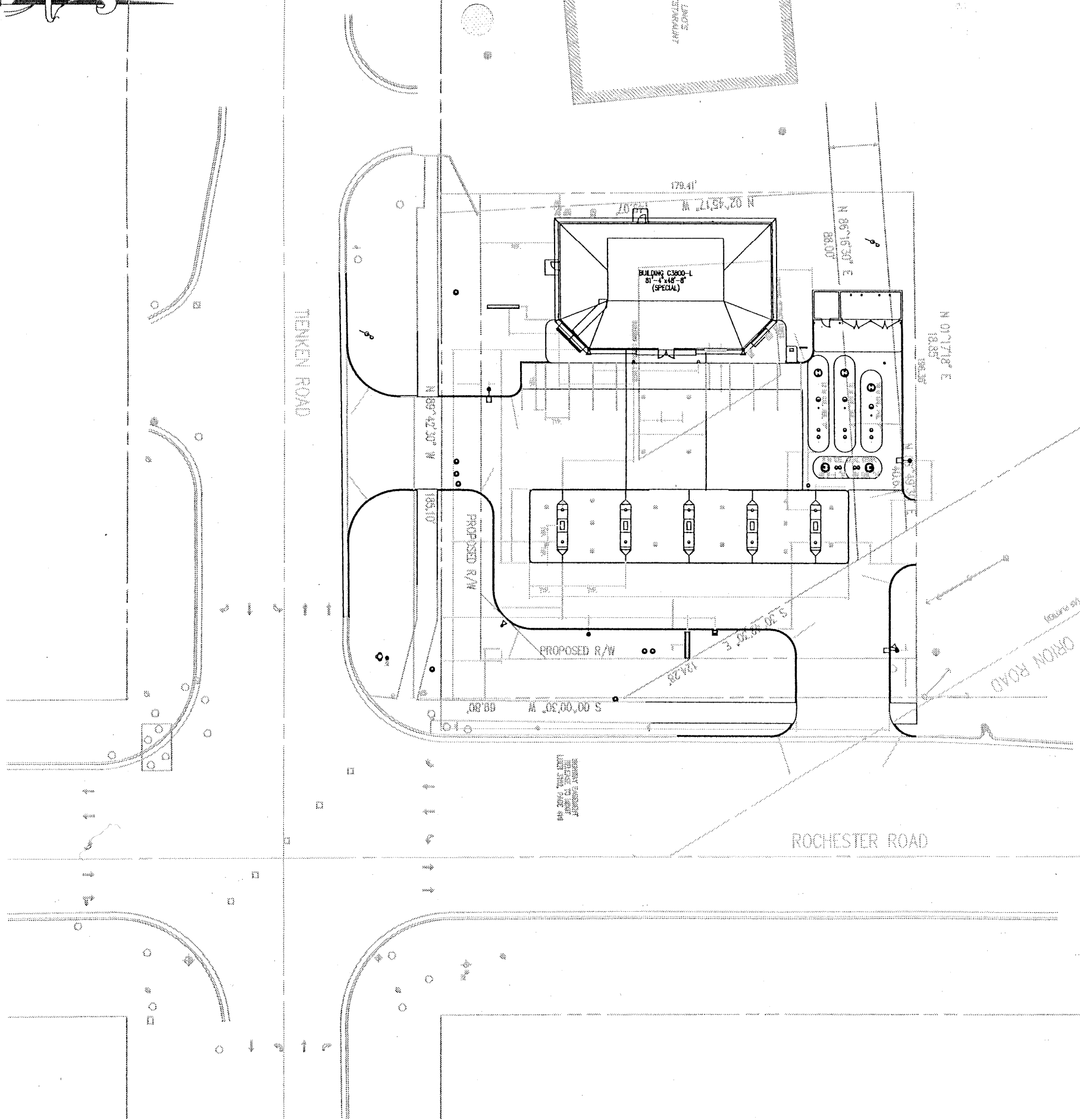
Architecture • Planning
Interior Design
2400 S. Huron Parkway
Ann Arbor, Michigan 48104
Telephone: (734) 975-2400
Facsimile: (734) 975-2410

Project
TCF BANK
ROCHESTER ROAD AND TIENKEN
ROCHESTER HILLS, MICHIGAN

Consultant
Project Number
00-416

Issue Date
NOV. 5, 2003
JAN. 8, 2004

Sheet Title
LANDSCAPE PLAN
041.600.049
Sheet Number
LP1.00



1. GENERAL NOTES
2. THE PROPOSED REBUILD SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF ROCHESTER HILLS ZONING ORDINANCE AND THE CITY ENGINEERING DEPARTMENT'S STANDARDS AND SPECIFICATIONS FOR PAVING AND CONSTRUCTION.
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DESIGN TEAM

OWNER	CLIENT
PROJECT	DATE
SCALE	DATE

REVISIONS

NO.	DATE	DESCRIPTION
1		ISSUED FOR PERMITS

PROJECT INFORMATION

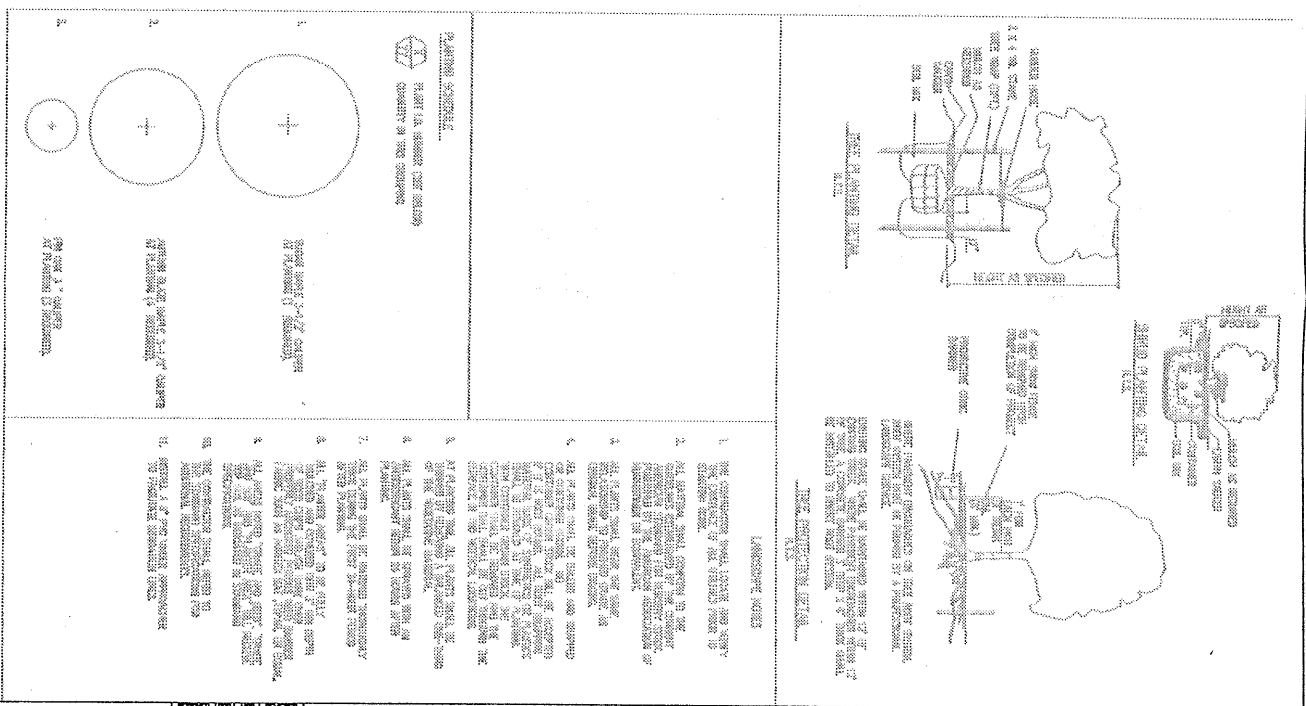
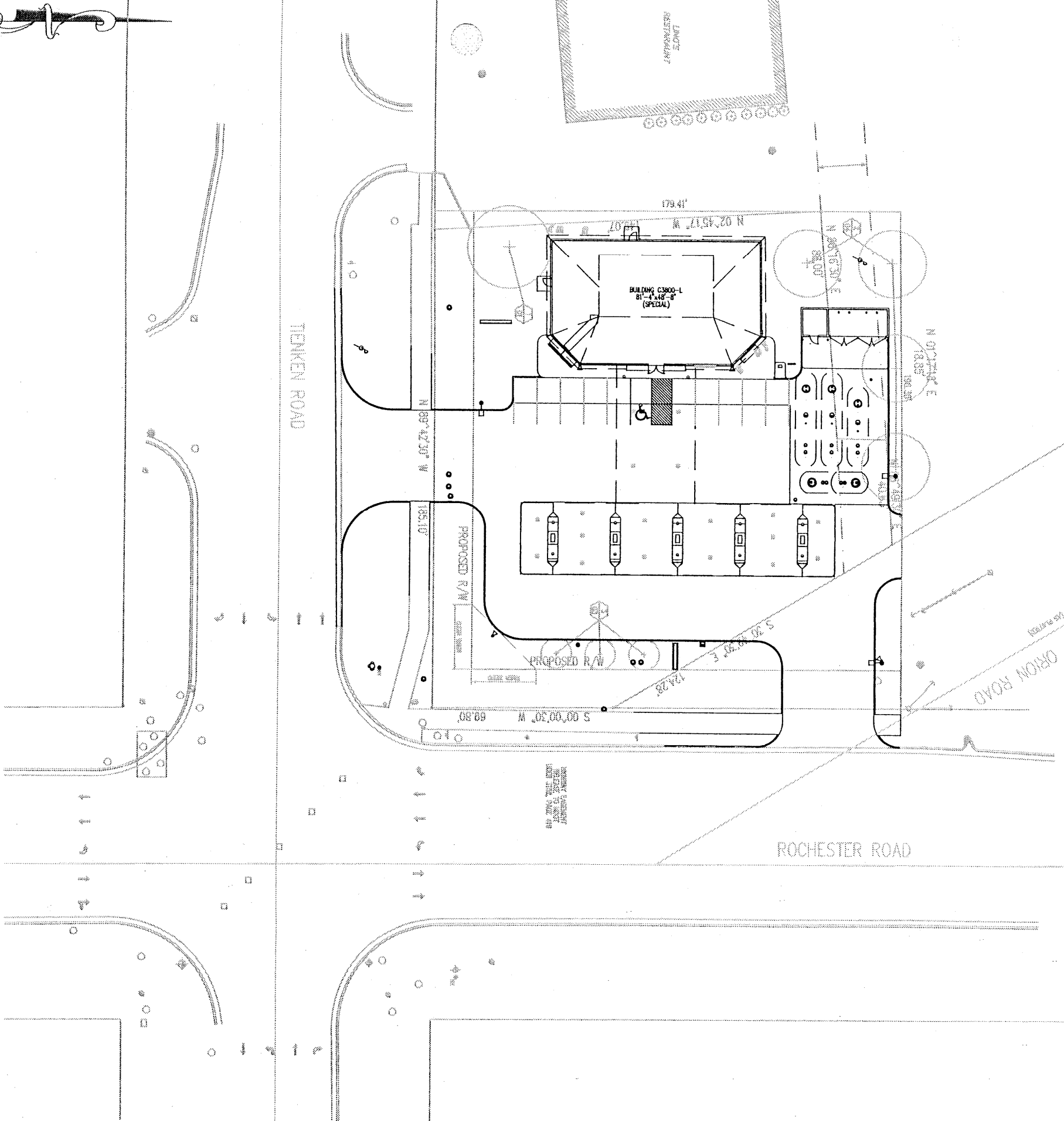
PROJECT NO. 0008830-05
 DATE 2004 018278
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**PLOT PLAN
PROPOSED REBUILD**
 6980 ROCHESTER ROAD
 OAKLAND COUNTY
 ROCHESTER HILLS, MI

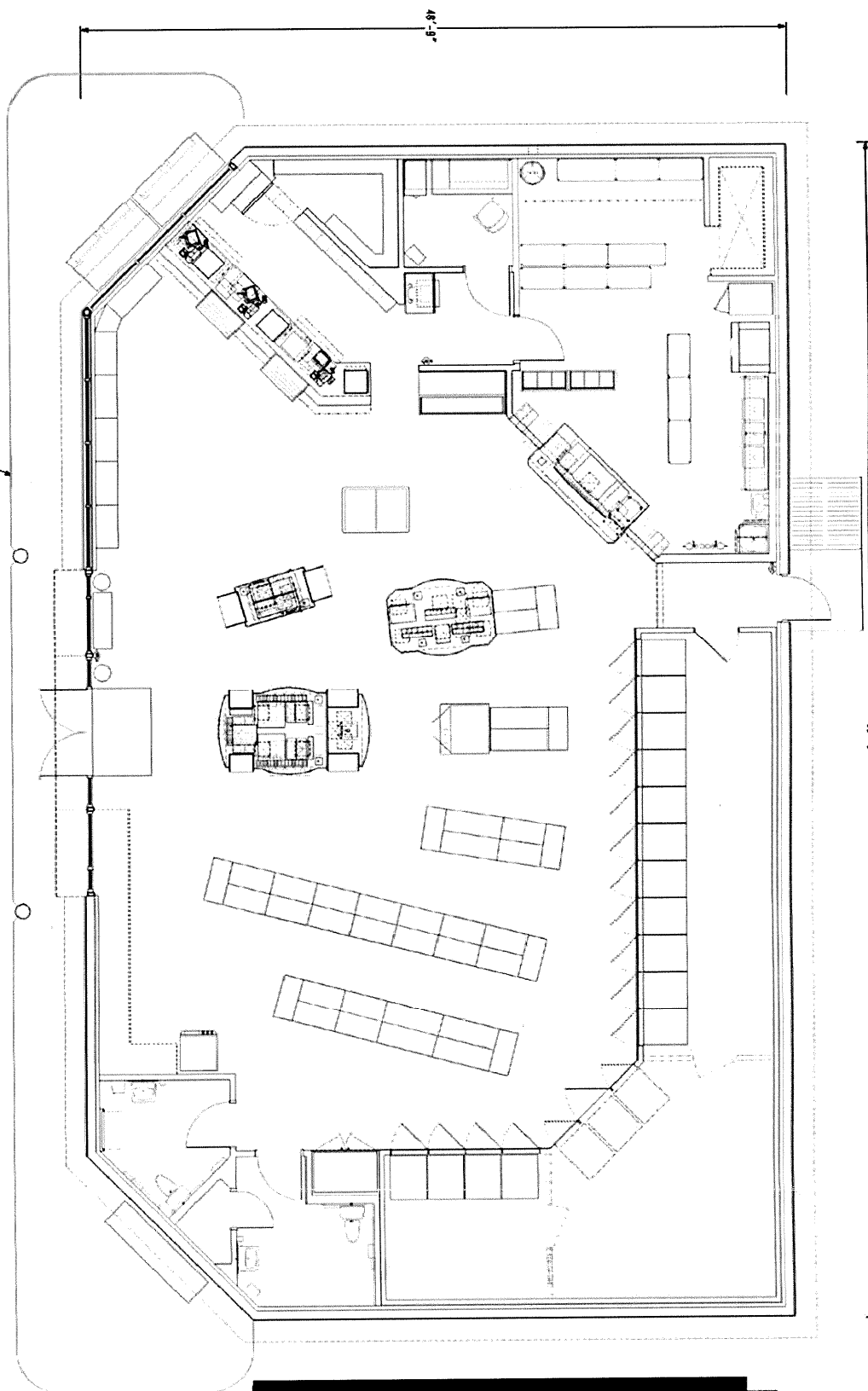
Speedway Established 1968
SUPERAMERICA
 A Subsidiary of Marathon Ashland Petroleum LLC

Prepared By: Marathon Ashland Petroleum LLC
 Marketing & Transportation Engineering Dept.
 Friday, Oct 15, 2004

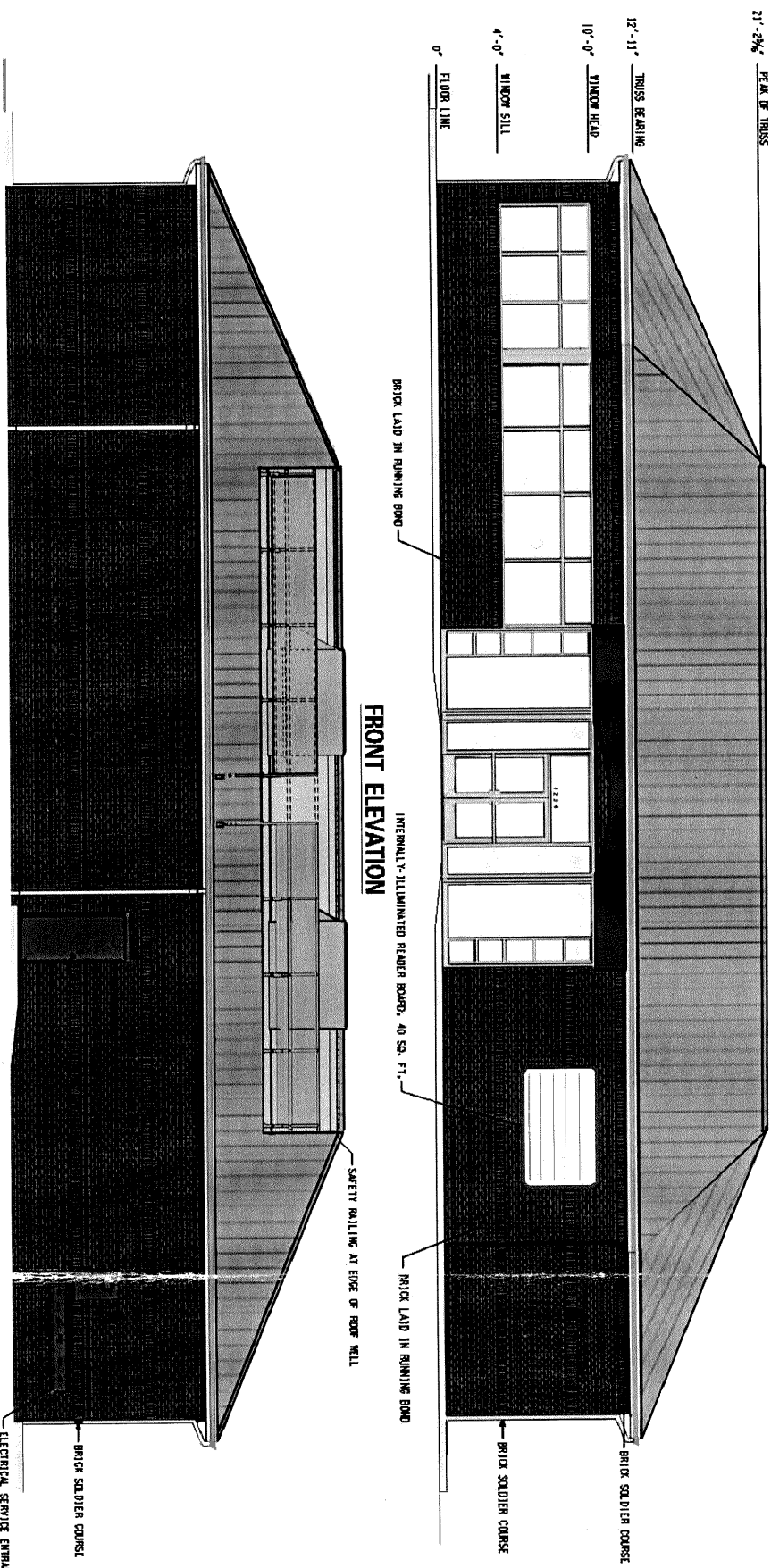
This drawing is the property of Speedway SuperAmerica LLC and is not to be used or reproduced without expressed written consent of Speedway SuperAmerica LLC.



<p>DESIGN TEAM</p> <p>OWNER: SPEEDWAY SUPERAMERICA</p> <p>PROJECT: C. ROACH</p> <p>DATE: 7-2-18</p> <p>SCALE: 1" = 20'-0"</p> <p>STAMP: 0008830</p> <p>DATE: 2004 018278</p> <p>PROJECT NO: 0008830-1P</p>	<p>LANDSCAPE PLAN PROPOSED REBUILD</p> <p>6980 ROCHESTER ROAD OAKLAND COUNTY ROCHESTER HILLS, MI</p>	<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISIONS</th> <th>DATE</th> <th>BY</th> <th>CHKD.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>REVISED SIGN LOCATION</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	NO.	REVISIONS	DATE	BY	CHKD.	1	REVISED SIGN LOCATION				<p>Speedway Established 1908</p> <p>SUPERAMERICA</p> <p>A Subsidiary of Marathon Ashland Petroleum LLC</p> <p>Prepared For: Speedway SuperAmerica LLC Akron, OH 44323</p> <p>Prepared By: Marathon Ashland Petroleum LLC Marketing & Transportation Engineering Dept. Piquette, OH 43060</p>
NO.	REVISIONS	DATE	BY	CHKD.									
1	REVISED SIGN LOCATION												

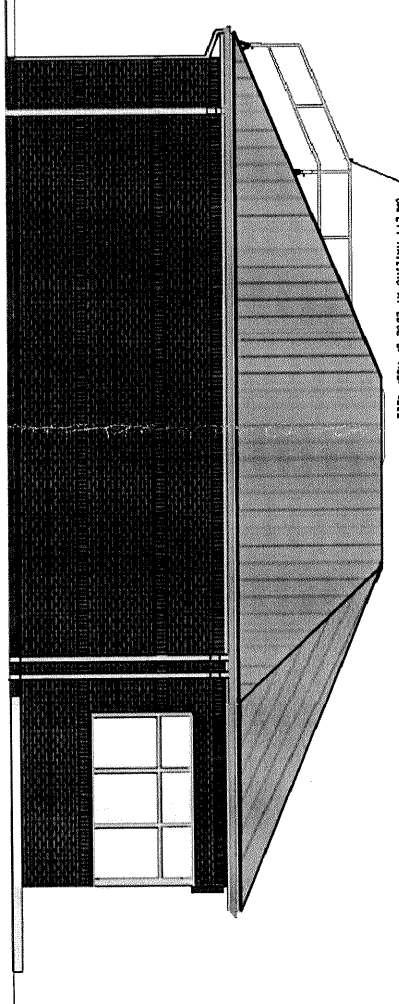


PLAN VIEW

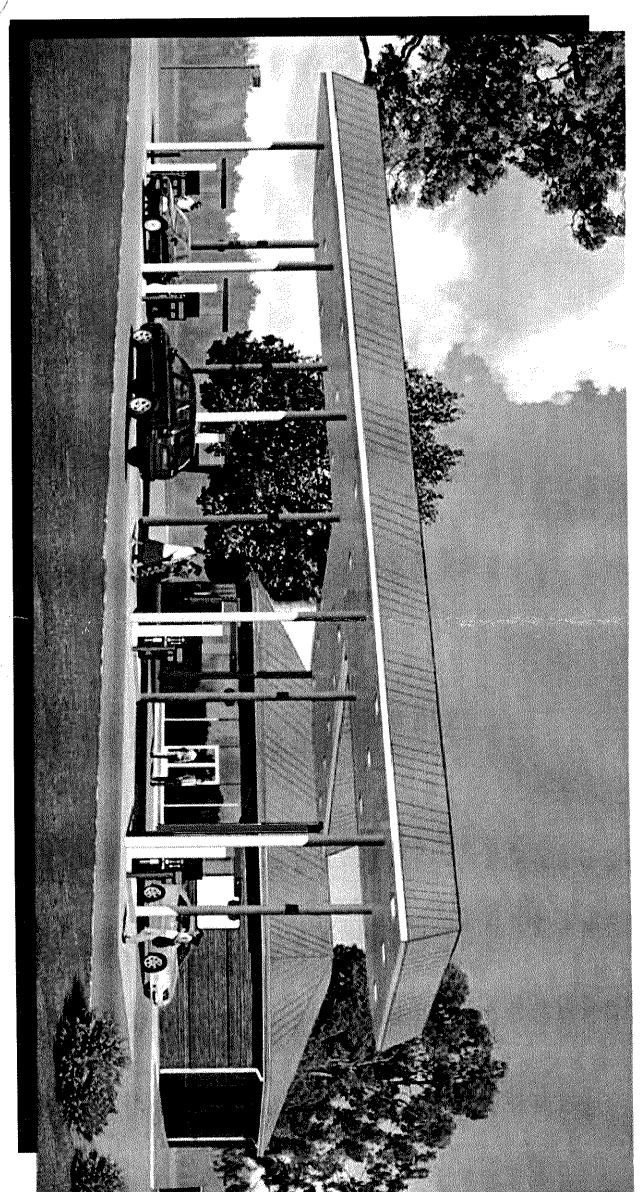


FRONT ELEVATION

REAR ELEVATION



LEFT ELEVATION



**PROPOSED REBUILD
6980 ROCHESTER ROAD
ROCHESTER HILLS, MICHIGAN**

**PERMIT & ZONING DRAWING
SPEEDWAY
BUILDING TYPE C3800 - V 3.2 BRICK
LEFT HAND STORE, 9880 SQ. FT.
48'-8" x 81'-5"**

NO.	REVISIONS	DATE	BY	CHECKED

Speedway
SUPERAMERICA

Established 1998

Owned by: Speedway SuperAmerica LLC
10000 N. Dixie Hwy., Suite 1000
Columbus, OH 43240
A subsidiary of Marathon Petroleum LLC

Managed by: Marathon Petroleum LLC
10000 N. Dixie Hwy., Suite 1000
Columbus, OH 43240
A subsidiary of Marathon Petroleum LLC

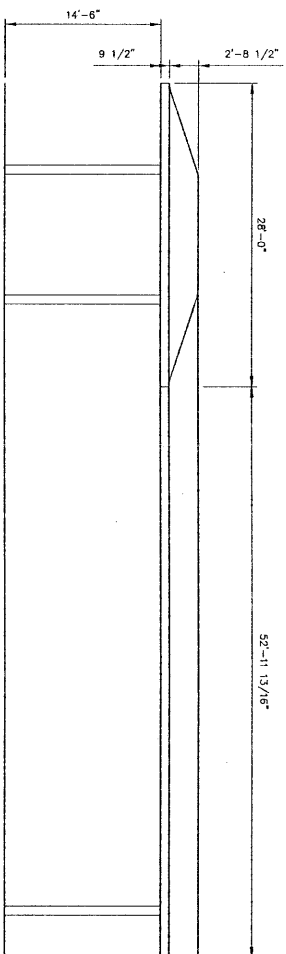
PZ-SP

SCALE	DATE
3/8" = 1'-0"	

OWNER	DATE

DESIGNER	DATE

REVISION	DATE



SCALE: 1/8"=1'-0"

McGEE CORPORATION 12700 W. 13th Street Suite 100, Box 1375 Hutchinson, MO 64501-1375 Phone: (800) 526-5599 Website: www.mcgee.com		THESE PRINTS ARE THE PROPERTY OF McGE CORPORATION. NO REPRODUCTION OR RESALE IS PERMITTED WITHOUT WRITTEN PERMISSION.	
PROJECT NO. 8980 ROCHESTER ROAD ROCHESTER HILLS, MI (OAKLAND)	DRAWING NO. METAL T-SHAPED CANOPY SIDE ELEVATION	DATE: 1/28/04 SCALE: 1/8"=1'-0" IN ACCORDANCE WITH M.I. LETTER:	SHEET NO. 1 OF 1

EXHIBIT D

Road Improvement Plan

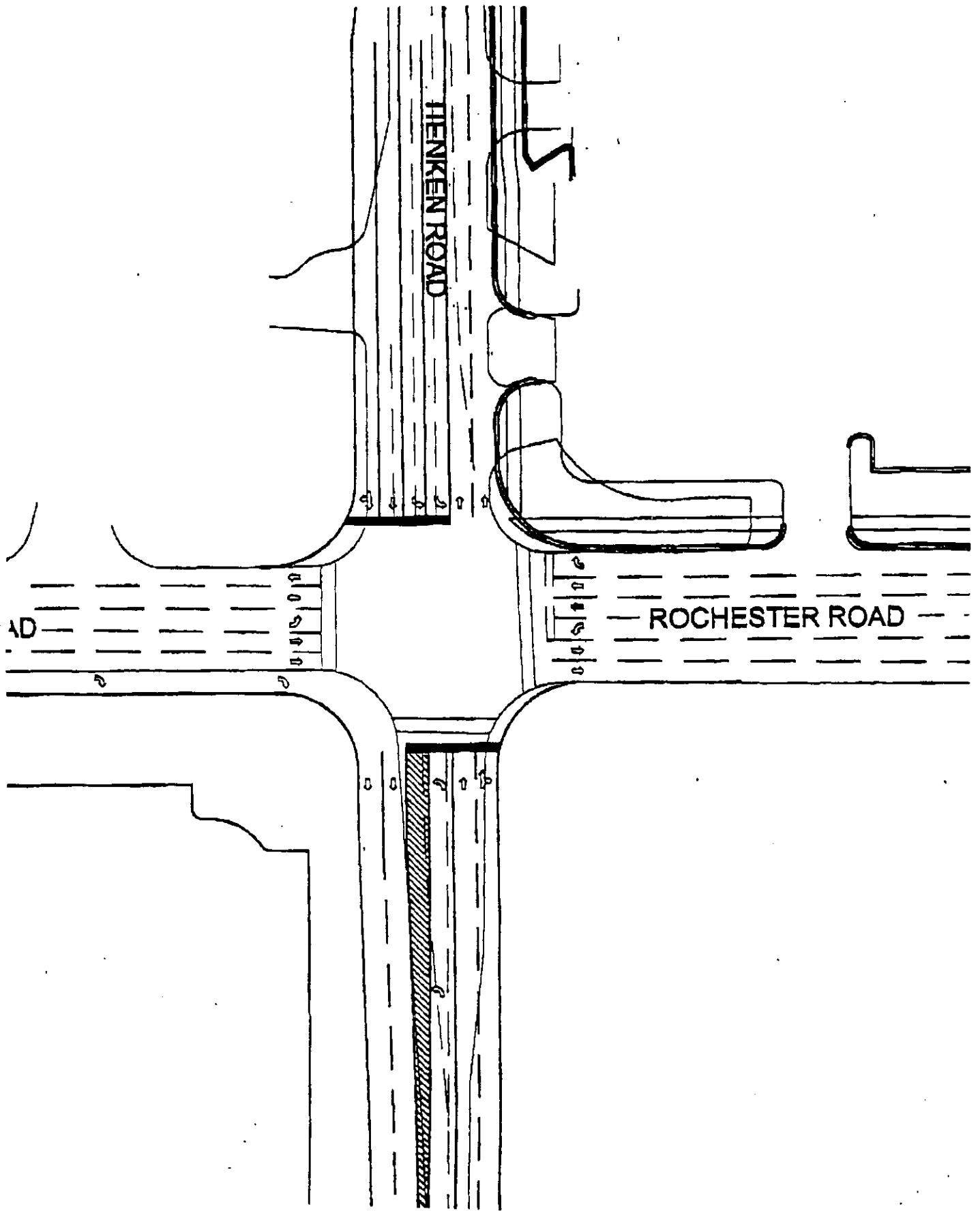


EXHIBIT E

Building Materials

The following describes all materials proposed for the Papa Joe's PUD:

Speedway:

1. Brick: dark red brick with matching mortar per sample board
2. Roof: gray colored standing seam metal
3. Gutters and downspouts: gray metal to match roofing
4. Prefinished aluminum storefront: gray metal to match roofing
5. Entry canopy: Prefabricated blue focal with "S" signage panel
6. Canopy over pumps: grey metal fascia with blue striping

Lino's

1. Existing building materials to remain

TCF:

1. Brick: dark red brick with matching mortar per sample board
2. Wall Base: cut Indiana limestone
3. Roof: forest green standing seam metal
4. Gutters and downspouts: forest green metal to match roofing
5. Prefinished aluminum storefront and glazing: dark bronze anodized aluminum with tinted glass

Building 1:

1. Concrete masonry at rear façade of building: oversized brick module, integrally colored concrete units and matching mortar to match clay brick of TCF and Speedway buildings per sample board
2. Pre-cast concrete at center high bay rotunda and projecting 1 story building elements: olive green, acid etched smooth faced pre-cast concrete panels in an oversized running bond pattern, material per sample
3. Prefinished aluminum storefront and glazing: green colored prefinished aluminum with clear glass
4. Entry doors: stained and varnished wood stile and rail doors with clear glass at storefront entrances, polished stainless steel and clear glass at main entry doors

5. Metal awnings: terne colored metal standing seam
6. Fabric awnings on painted metal frames at corner projection
7. Metal porte cochere: polished stainless steel
8. Metal roofing at clerestory feature: terne metal colored metal
9. Clerestory glazing: clear glass
10. Art Features: dimensional bas relief sculptural leaf pattern in light olive colored synthetic plaster system
11. Sculptural awning features on pre-cast concrete building projection: dimensional copper

Building 2:

1. Concrete masonry at rear façade of building; oversized brick module, integrally colored concrete units and matching mortar to match clay brick of TCF and Speedway buildings per sample board
2. Pre-cast concrete at corner high bay element: olive green, acid etched smooth faced pre-cast concrete panels in an oversized running bond pattern; material per sample
3. Prefinished aluminum storefront and glazing: green colored prefinished aluminum with clear glass
4. Fabric Awnings: striped fabric awnings on painted metal frames
5. Decorative metal awnings: bead blasted aluminum with perforated design
6. Sign Band: Internally illuminated ivory colored translucent diffuser for application of reverse cutout letter signage
7. Decorative Lighting: low voltage sign lighting on bent gooseneck conduit
8. Art Features: a dimensional copper sculpture responding to the dimensional copper awnings occurring between buildings 1 and 2
9. Flag poles: total of 4 up illuminated aluminum poles with gold leafed ball finals for 4 x 6 foot flags typical

Building 3

1. Brick: dark red brick with matching mortar per sample board
2. Roof: terne colored standing seam material
3. Gutters and downspouts: terne colored metal to match roofing
4. Prefinished Aluminum Storefront: anodized aluminum to match roofing

5. Decorative Metal Features: painted aluminum trellis features at recessed wall niches

General Site Items:

1. Entry ground signs at Rochester Road and Tienken Road entries:
2. Feature Landscape Items: internally illuminated "four season" planting trellis towers with sculptural gold leafed finials distributed through landscape islands defining center parking field
3. Colored Asphalt: integral red colored hot mix asphalt at defined parking field in front of retail stores at north end of main lot
4. Fence at Natural Feature Setback: metal cyclone fencing hidden in evergreen planting screen
5. Screen Wall at western property line: formed and poured 6 foot high concrete wall with brick pattern form lined surface, painted dark black/green

EXHIBIT F

Signage Diagram

Building 1 “Papa Joe’s”

Individual wall mounted open faced painted metal channel letters metal letters with exposed white neon, each letter 18”h x 18”w, spaced approx. 6’ on center, top of letters 19’ above grade,

Total area of individual letters = 18 s.f.

Building 1 “Gourmet Market” x 2

Flat cut wall mounted painted metal letters 12”h x 12”w, spaced approx. 36” on center, Top of letters mounted 18’-6” above grade,

Total area of individual spaced letters = 26 s.f.

Building 1 Individual tenant wall sign allocation

Internally illuminated sign band, ivory colored translucent panel diffuser for application of reversed out die cut lettering, top of band at 13’-6” above grade,

Total allotted sign area for entire south elevation of Building 1 = 140 s.f.

Building 1 feature space tenant sign

Individual wall mounted painted metal channel letters

letters 12”h, top of letters 14’ above grade,

Total area for end-cap signage = 24 s.f.

Building 1 End-cap tenant sign allocation

Individual wall mounted painted metal channel letters

letters 12”h, top of letters 14’ above grade,

Total area for end-cap signage = 24 s.f.

Building 2 "Garden Court"

Dimensional freestanding independent open face metal channel letters with exposed neon, each letter 36"h x 24" w, located on top of parapet, wall as distinctive art feature at innermost point of development, top of letters 25' above grade,

Total area of individual letters = 66 s.f.

Building 2 Individual tenant wall sign allocation

Internally illuminated sign band, ivory colored translucent panel diffuser for application of reversed out die cut lettering, top of band at 13'-6" above grade,

Total allotted sign area for entire east & south elevation of Building 2 = 340 s.f.

Building 2 End-cap unit tenant sign allocation

Individual wall mounted open face painted metal channel letters metal letters with exposed white neon, letters 12"h, top of letters 19' above grade,

Total area of individual letters = 24 s.f.

Building 3 Individual tenant wall sign allocation

Flat cut wall mounted metal letters located on painted sign band, top of band at 13'-6" above grade,

Total allotted sign area = 140 s.f.

Speedway

Ground mounted sign with masonry base at Tienken Road. Internally illuminated 2 sided. Located per site plan. 6' x 10'.

Total area = 60 s.f.

Ground mounted sign with masonry base at Rochester Road. Internally illuminated 2 sided. Located per site plan. 6' x 10'.

Total area = 60 s.f.

Internally illuminated wall mounted reader board with changeable front. 5' x 8'

Total area = 40 s.f.

Speedway Total Area = 160 s.f.

Lino's wall sign

Internally illuminated wall mounted painted metal box signs, one facing Tienken Road, one facing the Tienken Road entry drive for the center,

Total area = 46 s.f.

TCF Bank wall sign

Internally illuminated wall mounted painted metal box signs, one facing Tienken Road, one facing the Tienken Road entry drive for the center,

Total area = 66 s.f.

EXHIBIT G

Variances

Speedway:

1. The proposed building footprint does not meet building setback requirements
2. The trash enclosure straddles the northern property line
3. PUD is to be amended to permit B-5 District use in the PUD (currently proposed service station use is not permitted)

Lino's:

1. The existing building footprint does not meet building setback requirements
2. The 9 parking spaces along Tienken Road fall within the right of way
3. The parking spaces surrounding the building are 9' in width in lieu of the required 10'
4. Traffic islands have been omitted within the primary parking field for the restaurant, and as such the associated required island landscaping does not exist
5. The angled parking along the east property line straddles the property line and includes 4 non-compliant double stacked valet accessed parking spaces

TCF:

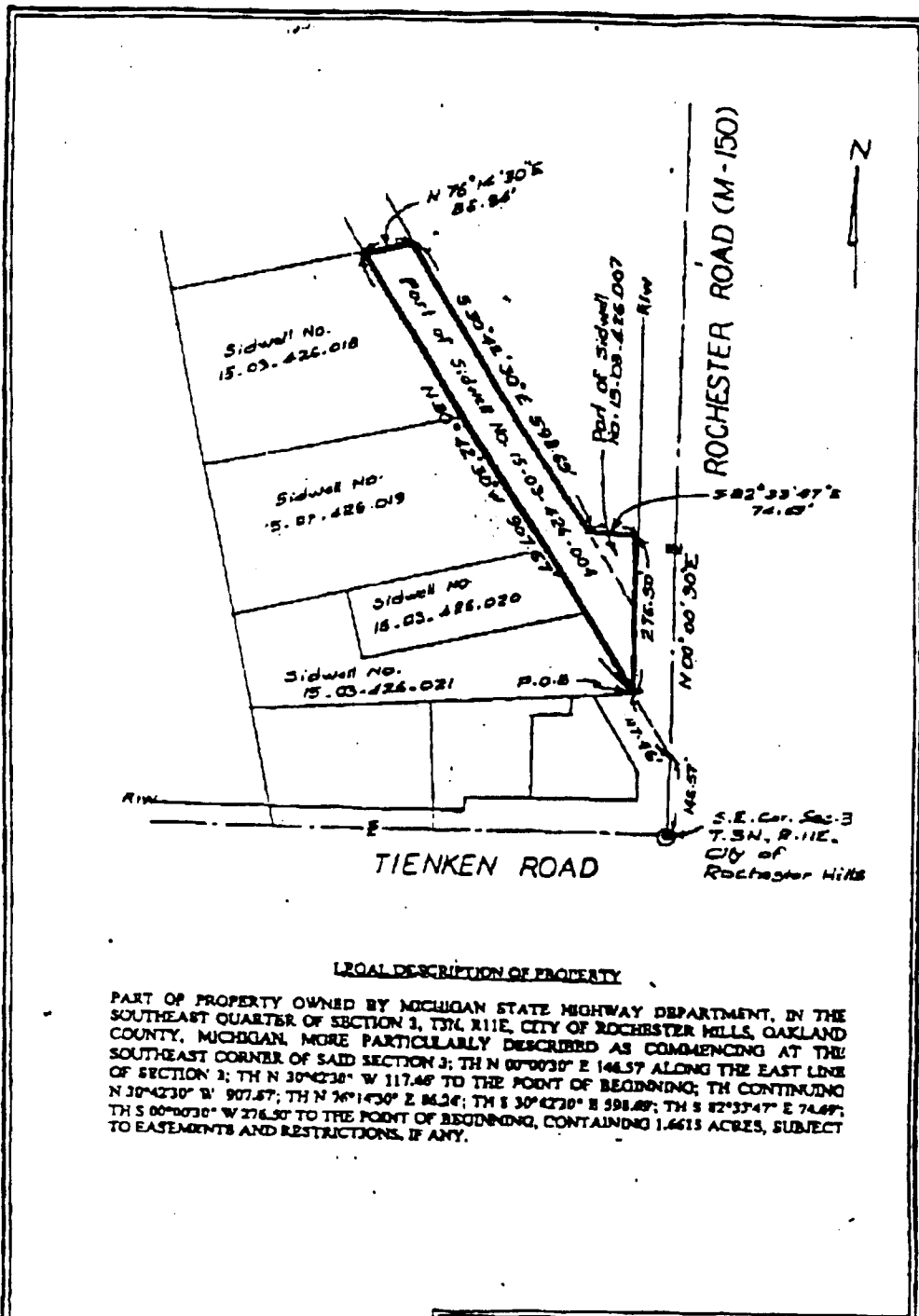
1. The total required parking for this use is short 3 spaces, which are provided for TCF employees behind the Papa Joe's Market

Buildings 1 and 2

1. The proposed landscaping of the traffic islands is non-compliant, but exceeds what is considered the minimum requirements listed in the ordinance. In lieu of the one medium tree for each 300 sf of required island, we are proposing one large (up to 12" caliper as available) per (to follow) sf of island, spaced in a deliberate pattern defining the central parking lot, each treated as an important landscape feature with specialty up lighting
2. Proposed non-compliant parapet mounted signage letters as art feature for center as described in signage write-up
3. Employee parking spaces in rear of buildings will be 9' x 18 instead of 10' x 18'.

EXHIBIT H

Legal Description of Old Orion Court



LEGAL DESCRIPTION OF PROPERTY

PART OF PROPERTY OWNED BY MICHIGAN STATE HIGHWAY DEPARTMENT, IN THE SOUTHEAST QUARTER OF SECTION 3, T34, R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; TH N 00°00'30" E 146.57 ALONG THE EAST LINE OF SECTION 3; TH N 30°42'30" W 117.46 TO THE POINT OF BEGINNING; TH CONTINUING N 30°42'30" W 907.57; TH N 76°12'30" E 86.84; TH E 30°42'30" E 598.89; TH S 82°33'47" E 74.89; TH S 00°00'30" W 276.50 TO THE POINT OF BEGINNING, CONTAINING 1.4615 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS, IF ANY.

CLIENT: PAPA JOE'S
GOURMET MARKET PLACE

PEA of Michigan, Inc.
 Consulting Engineers & Land Surveyors
 28001 Telegraph Road
 Southfield, Michigan 48034 (248) 352-1030

DR. S. Y.	EX.	SCALE: 1" = 200'	JOB. NO. 00-738
			August 28, 2000

EXHIBIT I

Relevant Portions of Agreements among Owners

AGREEMENT FOR REAL ESTATE EXCHANGE

THIS AGREEMENT FOR REAL ESTATE EXCHANGE ("Agreement") is made as of the Effective Date (defined below), by and between TCF NATIONAL BANK, a national banking association ("TCF"), and CURTIS PROPERTIES GROUP, L.L.C., a Michigan limited liability company ("Curtis").

RECITALS:

A. TCF is the owner of certain real property and the improvements thereon located in Rochester Hills, Oakland County, Michigan, more particularly described and/or depicted on Exhibit A attached hereto and incorporated herein by reference, which property, together with all of TCF's right, title and interest in all easements, hereditaments, appurtenances, leases and improvements now or hereafter belonging to such property is referred to below as the "TCF Property."

B. Curtis holds the exclusive right to acquire certain real property and the improvements thereon located in Rochester Hills, Oakland County, Michigan located immediately north of the TCF Property, more particularly described and/or depicted on Exhibit A attached hereto and incorporated herein by reference, which property, together with all of Curtis' right, title and interest in all easements, hereditaments, appurtenances, leases and improvements now or hereafter belonging to such property is referred to below as the "Curtis Property."

C. TCF has agreed to grant and convey to Curtis for the benefit of the Curtis Property a non-exclusive vehicular and pedestrian access easement over a portion ("Easement Area") of the TCF Property more particularly described on Exhibit B attached hereto and incorporated herein by reference, Curtis has agreed to grant and convey to TCF for the benefit of the TCF Property and the Additional TCF Land (defined below) a non-exclusive vehicular access and parking easement and pedestrian access easement over the roadways, parking areas and sidewalks located upon the Curtis Property from time to time and Curtis has agreed to convey to TCF a portion ("Additional TCF Land") of the Curtis Property more particularly described on Exhibit C attached hereto and incorporated herein by reference, all upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, TCF and Curtis agree as follows:

1. **Basic Provisions.** The following words and phrases, set forth in alphabetical order, are hereby defined for use in subsequent provisions of this Agreement.

(a) **Closing:** the meeting of Curtis and TCF at which the Easement Agreement shall be executed and delivered and the conveyance of the Additional TCF Land to TCF shall be consummated and which shall occur, if at all, on a mutually agreeable date within

Exhibit B
Easement Area

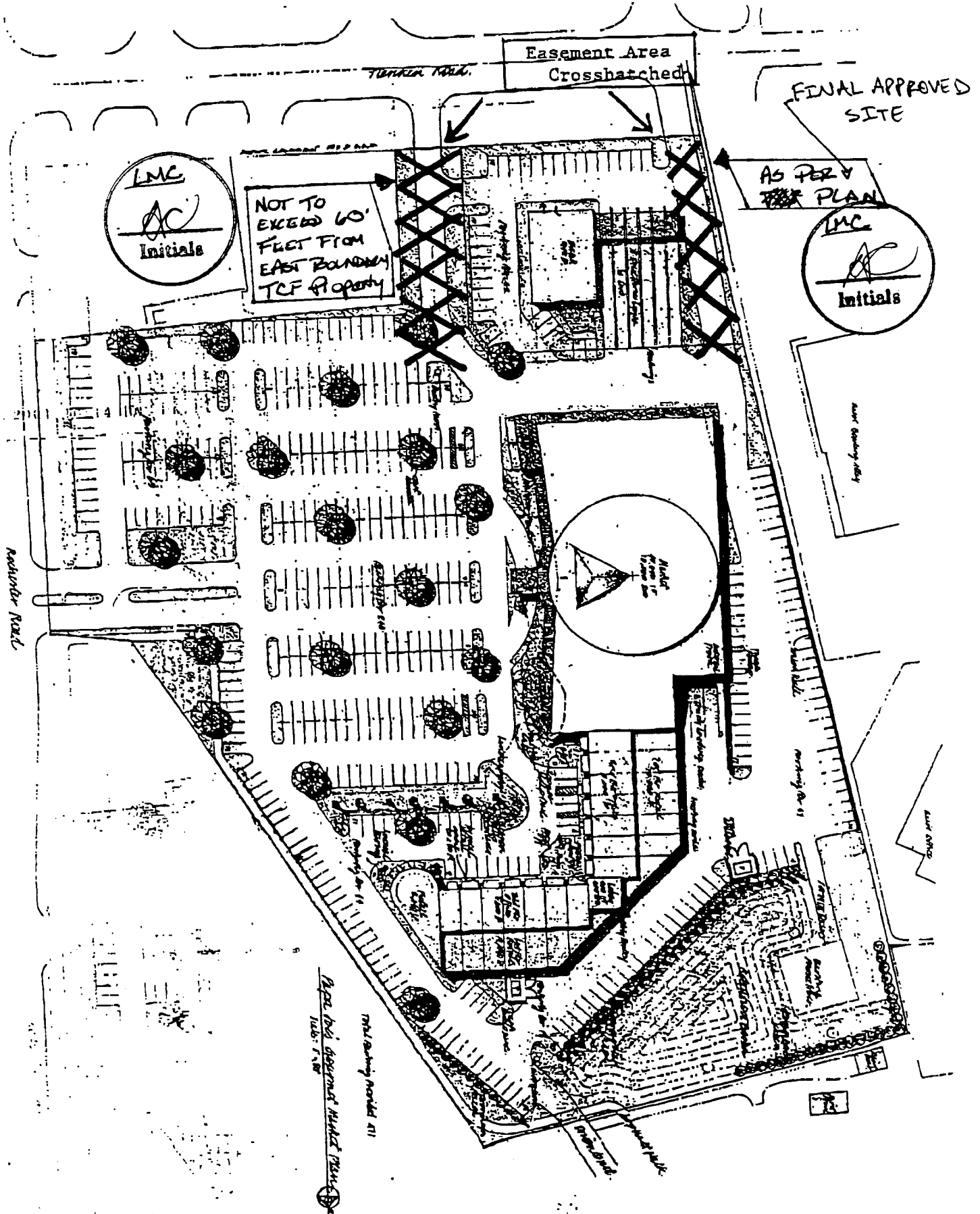
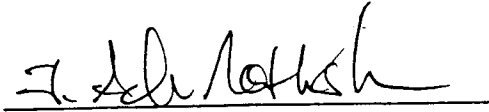


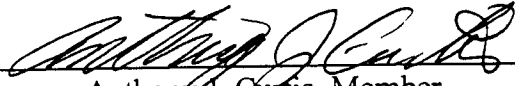
Exhibit R - Easement Area

IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES:

CURTIS PROPERTIES GROUP, L.L.C.,
a Michigan limited liability company



By: 
Anthony J. Curtis, Member

“Curtis”

Dated: June 15
~~May~~, 2001

Address:

2025 Rochester Road
Rochester Hills, Michigan 48307

Laura A. Corder
Laura A. Corder

Patricia A. Lee
PATRICIA A. LEE

TCF NATIONAL BANK,
a national banking association

By: [Signature]
Larry Michael Czekaj,
Senior Vice President

and

By: [Signature]
GARY P. MACH

Its: VICE PRESIDENT

"TCF"

Dated: May 31, 2001

Address:

401 East Liberty
Ann Arbor, Michigan 48104-2298

Exhibit List:

- A – TCF Property and Curtis Property
- B – Easement Area
- C – Additional TCF Land
- D – Easement Agreement

RECEIPT

The undersigned acknowledges receipt of one fully-executed copy of this Agreement as of ~~May~~, 2001.
JUNE 15,

WITNESSES:

J. Schlofshen

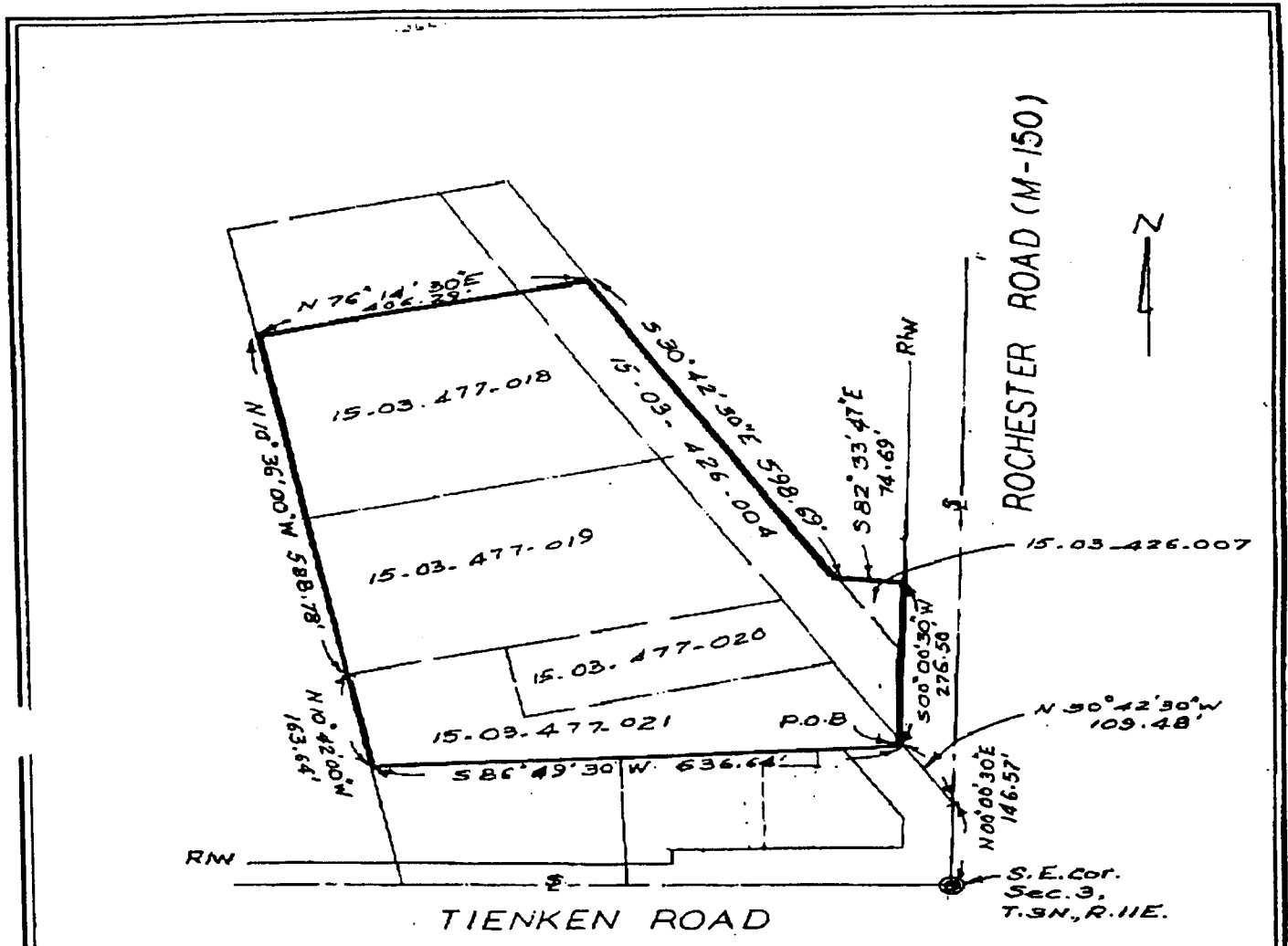
CURTIS PROPERTIES GROUP, L.L.C.,
a Michigan limited liability company

By: Anthony J. Curtis
Anthony J. Curtis, Member

DET_C363522.10

TCF Property

Land in the city of Rochester Hills, Oakland County, Michigan, described as: Part of the southeast ¼ of Section 3, Town 3 north, Range 11 east, described as follows: Beginning at a point on the south line of said Section 3; distant north 89°42'30" west, 395.66 feet from the southeast corner of said Section 3; distant north 89°42'30" west, along said line 266.60 feet; thence north 07°59'00" west, 206.38; thence north 86°58'50" east, 295.44; thence south 0°03'35" east, 221.30 feet to the point of beginning. Subject to all easements and conveyances of record.



LEGAL DESCRIPTION OF PROPERTY

PROPERTY LOCATED IN THE SOUTHEAST ¼ OF SECTION 3, T3N, R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3; TH N 00°00'30" E 146.57' ALONG THE EAST LINE OF SAID SECTION 3, WHICH IS ALSO THE CENTER LINE OF ROCHESTER ROAD (M-150); TH N 30°42'30" W 109.48' TO THE POINT OF BEGINNING;

TH S 86°49'30" W 636.64',
 TH N 10°42'00" W 163.64',
 TH N 10°36'00" W 588.78',
 TH N 76°14'30" E 406.29',
 TH S 30°42'30" E 598.69',
 TH S 82°33'47" E 74.69',
 TH S 00°00'30" W 276.50' TO THE POINT OF BEGINNING CONTAINING 10.3052 ACRES,
 SUBJECT TO ANY EASEMENTS OF RECORD.

P.E.A. of Michigan, Inc. Consulting Engineers & Land Surveyors 26001 Telegraph Road Southfield, Michigan 48034 (248) 352-1050			
DN. S.Y.	CK.	SCALE 1"=200'	JOB. NO. 00-738 August 22, 2008

CLIENT: PAPA JOE'S
 GOURMET MARKET PLACE

AGREEMENT FOR REAL ESTATE EXCHANGE

THIS AGREEMENT FOR REAL ESTATE EXCHANGE ("Agreement") is made as of the Effective Date (defined below), by and between PASQUALE BORRACCIO and BORRACCIO, husband and wife ("Lino's"), and CURTIS PROPERTIES GROUP, L.L.C., a Michigan limited liability company ("Curtis").

RECITALS:

A. Lino's is the owner of certain real property and the improvements thereon located in Rochester Hills, Oakland County, Michigan, more particularly described and/or depicted on Exhibit A attached hereto and incorporated herein by reference, which property, together with all of Lino's right, title and interest in all easements, hereditaments, appurtenances, leases and improvements now or hereafter belonging to such property, is referred to below as the "Lino's Property."

B. Curtis holds the vendee's interest in a land contract to acquire certain real property and the improvements thereon located in Rochester Hills, Oakland County, Michigan immediately north of Lino's Property, more particularly described and/or depicted on Exhibit A attached hereto, which property, together with all of Curtis' right, title and interest in all easements, hereditaments, appurtenances, leases and improvements now or hereafter belonging to such property, is referred to below as the "Curtis Property."

C. Marathon Ashland Petroleum, LLC, a _____ limited liability company ("Marathon"), is the owner of certain real property and the improvements thereon located in Rochester Hills, Oakland County, Michigan immediately east of Lino's Property and south of the Curtis Property more particularly described and/or depicted on Exhibit A attached hereto, which property, together with all of Marathon's right, title and interest in all easements, hereditaments, appurtenances, leases and improvements now or hereafter belonging to such property, is referred to below as the "Marathon Property."

D. TCF National Bank, a national banking association ("TCF"), is the owner of certain real property and the improvements thereon located in Rochester Hills, Oakland County, Michigan immediately west of Lino's Property and south of the Curtis Property more particularly described and/or depicted on Exhibit A attached hereto, which property, together with all of TCF's right, title and interest in all easements, hereditaments, appurtenances, leases and improvements now or hereafter belonging to such property, is referred to below as the "TCF Property."

E. Upon and subject to the terms and conditions hereof, Lino's and Curtis have agreed as follows: (1) Curtis shall convey to Lino's the Lino's Extension Parcel (defined below); (2) Lino's shall convey to Curtis, or its designee Marathon, the Marathon Extension Parcel (defined below); (3) Lino's shall grant to Curtis and TCF an easement over the Driveway Extension Parcel (defined below); (4) Curtis shall grant and shall cause TCF to grant to Lino's an

IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES:

CURTIS PROPERTIES GROUP, L.L.C.,
a Michigan limited liability company

Dolores A. Horton
Dolores A. Horton.

By: *Anthony J. Curtis*
Anthony J. Curtis, Member

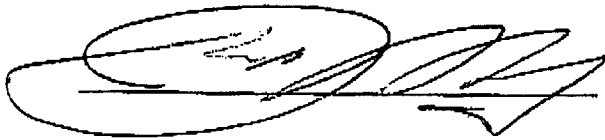
Janet M. Smith
JANET M. SMITH

"Curtis"

Dated: October 7, 2003

Address:

2025 Rochester Road
Rochester Hills, Michigan 48307



Pasquale Borraccio
Pasquale Borraccio

Elma Borraccio
Elma Borraccio, his wife

"Lino's"

Dated: October 3, 2003

Address:

50 West Tienken Road
Rochester, Michigan 48306

Exhibit List:

- A - Property Depictions or Descriptions
- B - Easement Areas and Conveyance Parcels
- C - Easement Agreement
- D - Construction Work
- D1 - Site Plan/Survey of Lino's Property

RECEIPT

The undersigned acknowledges receipt of one fully-executed copy of this Agreement as of October 7, 2003.

WITNESSES:

CURTIS PROPERTIES GROUP, L.L.C.,
a Michigan limited liability company

Dolores A. Horton
Dolores A. Horton.

Janet M. Smith
JANET M. SMITH

By: *Anthony J. Curtis*
Anthony J. Curtis, Member

OAK_A1559088.4

LINO DEED
TO CURTIS
& TO
SPEEDWAY

CURTIS
DEED
TO LINO

SPEEDWAY
GIVES
LINO EASEMENT

LINO GIVES
CURTIS &
TCF EASEMENT

RECIPROCAL
EASEMENTS
FOR ALL
TO INGRESS
& EGRESS

CURTIS &
TCF
AUT LINO
EXCLUSIVE
USE

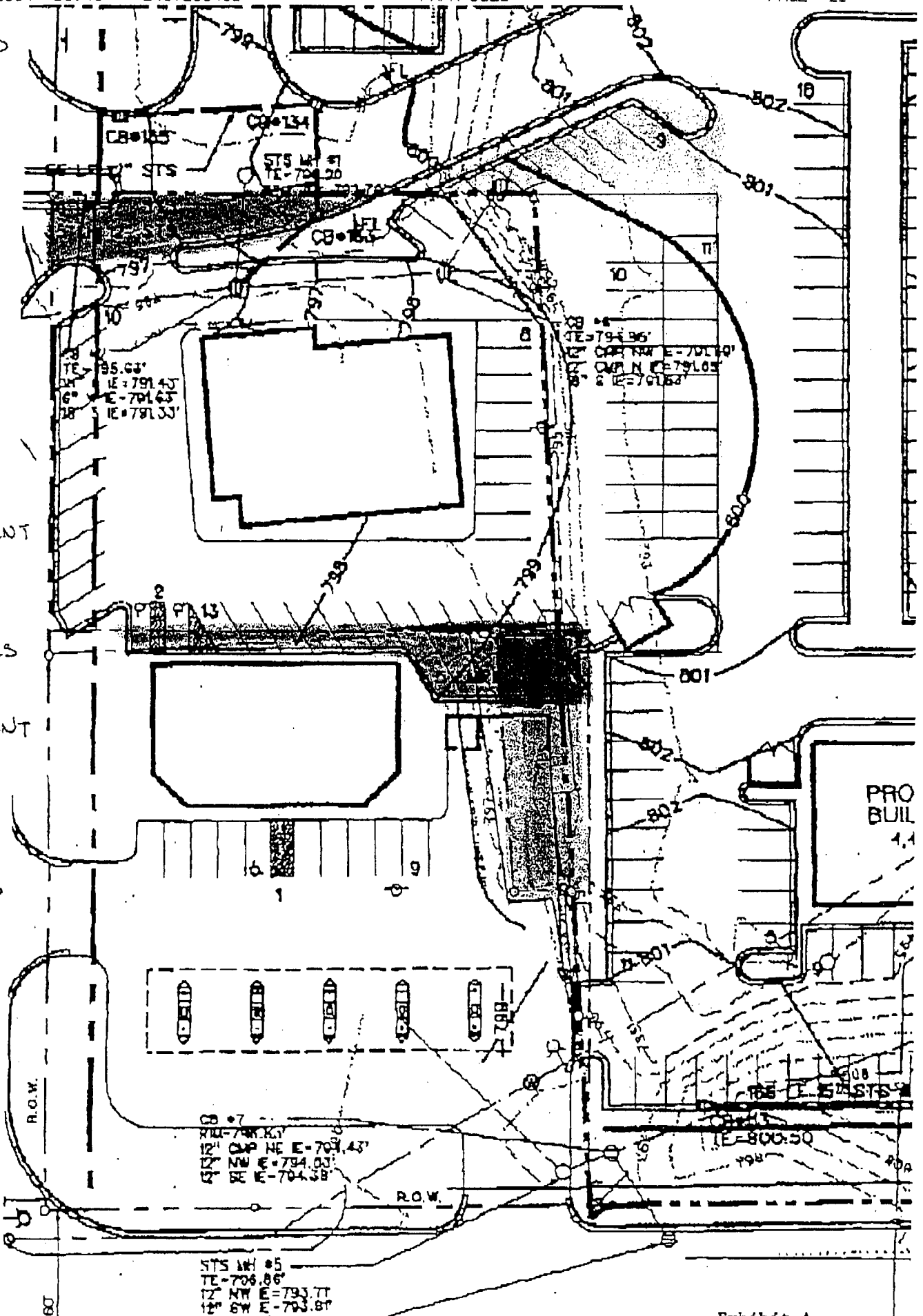


Exhibit A

Howard & Howard

law for business

direct dial: 248.723.0331

Susan E. Padley

email: SPadley@howardandhoward.com

March 6, 2003

Joseph F. Galvin, Esq.
Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Ste. 2500
Detroit, MI 48226-4415

**Re: Papa Joe's Planned Unit Development, Rochester Hills;
Participation of Marathon Ashland/ Speedway Super America**

Dear Mr. Galvan:

As you know, we represent Marathon Ashland Petroleum ("MAP LLC") and its subsidiary, Speedway Super America ("SSA") with respect to the above captioned matter. The purpose of this letter is to indicate MAP LLC and SSA's intention to participate, subject to resolution of some issues, in the Planned Unit Development and consent to inclusion in the project for purposes of proceeding with preliminary review of the project by the City.

As you may be aware, there are some issues which will have to be resolved before MAP LLC and SSA can give complete and final consent to inclusion in the project. These are as follows:

1. MAP LLC and SSA do not have budget approval for funding of the redevelopment of the SSA at this location within the two-year project time horizon. MAP LLC cannot commit to funding the project in less than five years. If the PUD Agreement can be drafted and approved in a manner that provides MAP with a five-year window for reconstruction of the site, then MAP LLC can commit to the project. We are also exploring alternative resolutions with Mr. Curtis.
2. With respect to the various land and interest swaps which are proposed to accommodate the various parties, MAP LLC will need, at a minimum, an absolute easement in perpetuity permitting the use of two small parcels for not only ingress and egress, but also for use by the SSA in operations at the site. The small triangularly shaped parcel to the west of the building and the rectangular parcel to the north, totaling 2,230 square feet are necessary to accommodate site operations such as dumpster parking. In addition, we believe that these parcels are necessary to meet set back requirements for the proposed new building. If fee title is not conveyed to MAP LLC/SSA for these two small parcels, we will need a set back variance for construction. This could probably be accomplished within the PUD plans and PUD Agreement. MAP LLC and SSA's preference, however, would be a transfer of the fee to MAP LLC of these parcels.

Joseph F. Galvin, Esq.

March 6, 2003

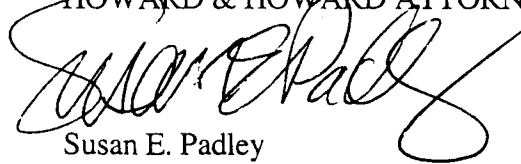
Page 2

3. At the meeting last Friday with the City, a new building in front of the Papa Joe's was proposed in the plan. There are several uses of this building which would be problematic for MAP LLC and SSA. These would include any use of the building as a convenience or party store, a gas station, or an establishment whose primary business is the sale of cigarettes or cigarette paraphernalia (although an establishment whose primary business is the sale of cigars, pipes and pipe tobacco is acceptable). Prohibitions of these types of establishments in the PUD Agreement would likely address MAP LLC's concerns.

We look forward to working with you to resolve these issues and to obtain approval of the project. If you have any questions, please do not hesitate to contact either myself, or the MAP LLC project manager, Amy Wiley-Brantley, whose number is (734) 947 - 5543.

Very truly yours,

HOWARD & HOWARD ATTORNEYS, P.C.



Susan E. Padley

cc: Amy Wiley-Brantley, MAP LLC
Elizabeth S. Young, Esq., MAP LLC

G:\M\Marathon Ashland\Rochester Hills PUD\cor\galvan prelim consent ltr
030603.doc

Ann Arbor Bloomfield Hills Kalamazoo Lansing

Howard & Howard

law for business

direct dial: 248.723.0331

Susan E. Padley

email: SPadley@howardandhoward.com

March 13, 2003

Joseph F. Galvin, Esq.
Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson, Ste. 2500
Detroit, MI 48226-4415

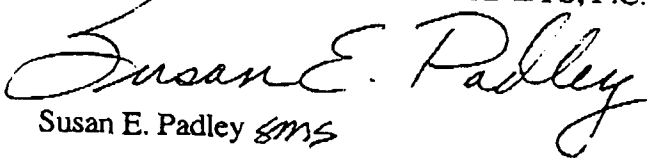
**Re: Papa Joe's Planned Unit Development, Rochester Hills;
Participation of Marathon Ashland/ Speedway Super America**

Dear Mr. Galvan:

This letter serves as a follow up to our last correspondence of March 6, 2003. Marathon Ashland and Speedway Super America have cleared funding for the project and can commit to completing redevelopment of the gas station within two years from the date of final PUD approval. It is possible that the construction may be completed earlier if the funding clears prior to the two-year window. All other conditions contained in our March 6 correspondence still apply. Please contact either myself (after March 16, 2003) or Amy Wiley - Brantley if you have any questions.

Very truly yours,

HOWARD & HOWARD ATTORNEYS, P.C.



Susan E. Padley *sms*

cc: Amy Wiley-Brantley, MAP LLC
Elizabeth S. Young, Esq., MAP LLC

AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the Effective Date (defined below), by and between STANDARD FEDERAL BANK, a federal savings bank ("Standard Federal"), and CURTIS PROPERTIES GROUP, L.L.C., a Michigan limited liability company ("Curtis").

RECITALS:

A. Standard Federal is the owner of certain real property and the improvements thereon located in Rochester Hills, Oakland County, Michigan, more particularly described and/or depicted on Exhibit A attached hereto and incorporated herein by reference, which property, together with all of Standard Federal's right, title and interest in all easements, hereditaments, appurtenances, leases and improvements now or hereafter belonging to such property is referred to below as the "Standard Federal Property."

B. Curtis holds the exclusive right to acquire certain real property and the improvements thereon located in Rochester Hills, Oakland County, Michigan located west of the Standard Federal Property, more particularly described and/or depicted on Exhibit A attached hereto and incorporated herein by reference, which property, together with all of Curtis' right, title and interest in all easements, hereditaments, appurtenances, leases and improvements now or hereafter belonging to such property is referred to below as the "Curtis Property."

C. Located immediately between the Standard Federal Property and the Curtis Property is Old Orion Court.

D. Curtis intends to re-develop the Curtis Property as an open-air retail shopping center and in connection therewith, Curtis has commenced the process of obtaining land use approvals and permits and of abandoning and/or vacating the portion of Old Orion Court described on Exhibit B attached hereto and incorporated herein by reference located between the Standard Federal Property and the Curtis Property and if successful in obtaining such abandonment and/or vacation, in the absence of this Agreement, the western portion thereof to the center line shall belong to Curtis and the eastern portion thereof to the center line shall belong to Standard Federal.

E. Standard Federal has agreed that, to the extent such abandonment and/or vacation shall be successful, the portion ("Old Orion Property") of Old Orion Court which would otherwise become the property of Standard Federal shall be conveyed to Curtis and Curtis shall grant to Standard Federal for the benefit of the Standard Federal Property a vehicular and pedestrian access and vehicular parking easement over the driveway and parking areas to be located from time to time on the Curtis Property, all upon and subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES:

CURTIS PROPERTIES GROUP, L.L.C.,
a Michigan limited liability company

Joette M Lanni
Emilio

By: Anthony J. Curtis
Anthony J. Curtis, Member

"Curtis"

Dated: 12/4, 2000

Address:

2025 Rochester Road
Rochester Hills, Michigan 48307

Spencer D. Hart

STANDARD FEDERAL BANK,
a _____

Dolores J. Allen

By: *David A. Sheere*
David A. Sheere, First Vice President

“Standard Federal”

Dated: 12/19, 2000

Address:

2600 West Big Beaver Road
P.O. Box 3703
Troy, Michigan 48007-3703

Exhibit List:

- A – Standard Federal Property and Curtis Property
- B – Old Orion Court Abandonment/Vacation Area
- C – Easement Agreement

AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the Effective Date (defined below), by and between WILLIAM BEAUMONT HOSPITAL, a ^{Michigan Non-Profit} Corporation ("Beaumont"), and CURTIS PROPERTIES GROUP, L.L.C., a Michigan limited liability company ("Curtis").

RECITALS:

A. Beaumont is the owner of certain real property and the improvements thereon located in Rochester Hills, Oakland County, Michigan, more particularly described and/or depicted on Exhibit A attached hereto and incorporated herein by reference, which property, together with all of Beaumont's right, title and interest in all easements, hereditaments, appurtenances, leases and improvements now or hereafter belonging to such property is referred to below as the "Beaumont Property."

B. Curtis is the owner of certain real property and the improvements thereon located in Rochester Hills, Oakland County, Michigan located approximately west of the Beaumont Property, more particularly described and/or depicted on Exhibit A attached hereto and incorporated herein by reference, which property, together with all of Curtis' right, title and interest in all easements, hereditaments, appurtenances, leases and improvements now or hereafter belonging to such property is referred to below as the "Curtis Property."

C. Located immediately between the Beaumont Property and the Curtis Property is Old Orion Court.

D. Curtis intends to re-develop the Curtis Property as an open-air retail shopping center and in connection therewith, Curtis has commenced the process of obtaining land use approvals and permits and of abandoning and/or vacating the portion of Old Orion Court described on Exhibit B attached hereto and incorporated herein by reference located between the Beaumont Property and the Curtis Property and if successful in obtaining such abandonment and/or vacation, in the absence of this Agreement, the western portion thereof to the center line shall belong to Curtis and the eastern portion thereof to the center line shall belong to Beaumont.

E. Beaumont has agreed that, to the extent such abandonment and/or vacation shall be successful, the portion ("Old Orion Property") of Old Orion Court which would otherwise become the property of Beaumont shall be conveyed to Curtis, all upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Beaumont and Curtis agree as follows:

1. Basic Provisions. The following words and phrases, set forth in alphabetical order, are hereby defined for use in subsequent provisions of this Agreement.

ABC

IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES:

CURTIS PROPERTIES GROUP, L.L.C.,
a Michigan limited liability company

By: _____

Anthony J. Curtis
Anthony J. Curtis, Member

“Curtis”

Dated: _____

November 13, 2002

Address:

c/o Papa Joe's Market Place
34244 Woodward Avenue
Birmingham, Michigan 48009

WILLIAM BEAUMONT HOSPITAL,
a Michigan Non-Profit
Corporation

By: Eugene J. Michalski
Eugene Michalski
Senior Vice President & Hospital Director

"Beaumont"

Sworn to and subscribed
before me this 23rd
day of December
Elizabeth A. Glocum
(Signature line)

Dated: December 23, 2002

Address:

William Beaumont Hospital
3601 West Thirteen mile Road
Royal Oak, Michigan 48073-6769
Attn: Thomas R. McAskin, Esq.

"Acting in Oakland County"
my commission expires 10/17/2007

RECEIPT

The undersigned acknowledges receipt of one fully-executed copy of this Agreement as of January 7, 2002.

WITNESSES:

CURTIS PROPERTIES GROUP, L.L.C.,
a Michigan limited liability company

By: 
Anthony J. Curtis, Member

Exhibit List:

- A – Beaumont Property and Curtis Property
- B – Old Orion Court Abandonment/Vacation Area

EXHIBIT J

Setback Variance Chart

SPEEDWAY

Required 75' Front setback @ Rochester Road
Provided 75' Front setback @ Rochester Road
Required 75' Front setback @ Tienken Road
Provided 30' Front setback @ Tienken Road
Required 50' Rear setback @ Rochester Road
Provided 5' Rear setback @ Rochester Road
Required 25' Side setback @ Tienken Road
Provided 23' Side setback @ Tienken Road

LINO's

Required 50' Front setback @ Tienken Road
Provided 50' Front setback @ Tienken Road
Required 50' Rear setback @ Tienken Road
Provided 23' Rear setback @ Tienken Road
Required 25' Side setback @ West
Provided ✓ ok
Required 25' Side setback @ East
Provided ✓ ok

TCF Bank

All setbacks ✓

Papa Joes (Bldg's 1 & 2)

All setbacks ✓

Bldg # 3

All setbacks ✓

Bldg # 4

All setbacks ✓