

**ROAD IMPROVEMENT AGREEMENT
(ROCHESTER/TIENKEN ROAD IMPROVEMENTS)**

This Road Improvement Agreement (Agreement) dated _____, 2004, is made by and among Curtis Properties Group, L.L.C. (“Curtis Properties”), whose address is 2025 Rochester Road, Rochester Hills, MI 48307, Tienken Partners, LLC (“Tienken Partners”), whose address is 37020 Garfield, Suite T-1, Clinton Township, Michigan 48036, and the City of Rochester Hills (“City” or “Rochester Hills”), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

This Agreement is based upon the following recitals which the parties acknowledge are true:

RECITALS:

A. Curtis Properties seeks to develop a planned unit development to be known as the Papa Joe’s Gourmet Market on approximately 15.3 acres of land located in Rochester Hills at the northwest corner of the Rochester/Tienken Road intersection, as described on Exhibit A attached hereto and incorporated herein (“Papa Joe’s PUD”).

B. Tienken Partners seeks to develop a planned unit development to be known as the City Walk Retail Plaza, on approximately 12.4 acres of land located in

Rochester Hills at the southeast corner of the Rochester/Tienken Road intersection, as described on Exhibit B attached hereto and incorporated herein (“City Walk PUD”).

C. The City believes that the intersection of Rochester Road and Tienken Road in the City is currently providing an inadequate level of service.

D. Tetra Tech MPS conducted a traffic impact study (“TIS”) at the intersection of Rochester and Tienken Roads for Curtis Properties and Tienken Partners which included projections of future traffic counts generated by the Papa Joe’s PUD and the City Walk PUD with the certain road improvements made to Rochester and Tienken Roads as set forth herein, and in which TIS indicated that traffic delay times should be reduced with the road improvements as set forth herein.

E. Construction of the road improvements described herein is a condition to the approval by the City of the Papa Joe’s PUD and the City Walk PUD, and Curtis Properties and Tienken Partners desire to construct the road improvements described in this Agreement in accordance with the terms and conditions of this Agreement.

Now, Therefore, in consideration of the mutual premises, undertakings and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Curtis Properties, Tienken Partners and Rochester Hills agree as follows:

1. Agreement to Make Road Improvements. As a condition to PUD approval for the Papa Joe’s PUD and the City Walk PUD, Curtis Properties and Tienken Partners jointly agree to make the following road improvements as depicted on the plan attached hereto and incorporated herein by reference as Exhibit C (“Improvements”):

- a. Westbound Tienken Road
 - i. Construct a westbound shared through/right turn lane on Tienken Road at Rochester Road;
 - ii. Construct a second westbound left turn lane on Tienken Road at Rochester Road;
 - iii. Extend the westbound left turn lane on Tienken Road at Rochester Road.
 - iv. Extend the westbound left turn lane on Tienken Road east of the easterly drive to City Walk;
- b. Eastbound Tienken Road
 - i. Construct an eastbound shared through/right turn lane on Tienken Road across the frontage of City Walk, with a taper east of the easterly entrance drive to City Walk;
 - ii. Construct a second eastbound left turn lane on Tienken Road at Rochester Road;
 - iii. Extend the existing eastbound right turn lane on Tienken Road at Rochester Road and restripe as a shared through/right turn lane;
- c. Northbound Rochester Road
 - i. Construct a northbound exclusive right turn lane across the frontage of the City Walk site;
- d. Other
 - i. Retiming of the traffic signal at the Rochester Road and Tienken Road intersection, if necessary;

- ii. The relocation of any existing traffic signal heads and the installation of any additional traffic signal heads at the Rochester Road and Tienken Road intersection that are necessary to accommodate the Improvements in accordance with the standard practices of the Michigan Department of Transportation (“MDOT”) or the Road Commission for Oakland County (“RCOC”);
- iii. Other improvements required by MDOT or RCOC, provided that such improvements: (a) are reasonably required in connection with the other Improvements being made, and (b) would be standard improvements made by MDOT or RCOC to the Rochester Road and Tienken Road intersection if the Improvements were being made by MDOT or RCOC at their cost.

Notwithstanding anything herein to the contrary, the Improvements shall not include any work on Orion Court or any other roads or property except as expressly provided in this Agreement and Exhibit C attached hereto.

2. The Improvements will be designed by a licensed professional engineer, selected by the Curtis Properties and Tienken Partners as follows: No later than five (5) business days after the City approves the Papa Joe’s PUD, the City Walk PUD and the site plans for each project, Curtis Properties and Tienken Partners will each present the other with quotes obtained by such party for the design and engineering of the Improvements (“Construction Plans”) from a licensed professional engineer, having more than ten years experience in road design, carrying errors and omissions insurance in the amount of \$5,000,000. Curtis Properties and Tienken Properties will agree upon

a request for proposal to form the basis for quotes to be solicited from prospective project engineers. Curtis Properties and Tienken Partners will jointly contract with the qualified engineer upon AIA Form _____ as modified by Curtis Properties and Tienken Partners providing the lowest quote for the design and engineering of the Improvements or another qualified engineer mutually agreed upon by Curtis Properties and Tienken Partners (“Project Engineer”). If Curtis Properties or Tienken Partners objects to the qualifications and such objection cannot be resolved by the parties, it will be resolved in accordance with Paragraph 8 of this Agreement. The parties acknowledge that the Construction Plans will be designed by the Project Engineer in accordance with the design standards of MDOT and RCOC, and the plans must be approved by MDOT and RCOC. The Project Engineer will prepare the bid packages for the Improvements to be bid by contractors, which must be approved by Curtis Properties and Tienken Partners.

3. Construction. The Improvements will be constructed by a general contractor, selected by Curtis Properties and Tienken Partners as follows: Within ten (10) days after approval by MDOT and RCOC of the Construction Plans submitted by the Project Engineer, Curtis Properties and Tienken Partners will each provide to the Project Engineer the names of one or more general contractors having more than ten years experience in road construction, that is prequalified by both MDOT and RCOC. The Project Engineer will then solicit bids from such contractors. Curtis Properties and Tienken Partners will jointly contract with the lowest qualified bidder to perform the construction work. If Curtis Properties or Tienken Partners objects to the qualifications of the contractor, and such objection cannot be resolved by the parties, it will be resolved in accordance with Paragraph 8 of this Agreement. The contract

("Construction Contract") with the general contractor ("Contractor") will provide without limitation, the following: (a) for compliance with all applicable laws, ordinances and regulations, (b) for the completion of the Improvements in accordance with a construction schedule, (c) for the posting of bonds if liens are filed against either project, (d) for the retention of ten percent (10%) of each periodic payment until the Improvements are completed, (e) for insurance with a company and in amounts and for coverages required by the parties, (f) for the posting of any applicable payment and performance bonds (only if required in accordance with standard industry practices) and (g) for the recognition of the City's right to assume control of the Improvements in the place of Curtis Properties and Tienken Partners as provided herein if such parties are in default under this Agreement.

4. Project Costs. Curtis Properties and Tienken Partners shall each be responsible for the payment of one-half of the costs and expenses for the Improvements, which shall include only the following: the cost of the design and engineering of the Improvements charged by the Project Engineer, the cost for the construction of the Improvements in accordance with the Construction Contract, periodic on-site inspections required to be made by the Project Engineer or other special consultants, as approved by Curtis Properties and Tienken Partners, in order to certify completion of the Improvements, all permit fees, review fees, inspection fees, applicable payment and performance bond costs (only if required in accordance with standard industry practices) and other standard, reasonable costs and fees charged by MDOT and RCOC that are applicable to the Improvements, and the costs of any utility relocation work approved by the parties. Project Costs shall include the construction of

all driveways for the Papa Joe's PUD and the City Walk PUD to the edge of the road right of way, but shall not include any landscaping or sidewalk construction, which will be paid for separately by the respective parties. Any change orders to the Project Costs must be approved by both Curtis Properties and Tienken Partners. All Project Costs shall be the responsibility of Curtis Properties and Tienken Partners, and the City shall have no obligation for the payment of any Project Costs.

5. Payment for Improvements. Curtis Properties and Tienken Partners shall each pay one-half of the Project Costs as follows:

a. Within five (5) business days after entering into a contract with the Project Engineer to design and engineer the Improvements, Curtis Properties and Tienken Partners shall each escrow fifty-five percent (55%) of the cost of the design and engineering work, and the permit and review fees of MDOT and RCOC, with the Philip F. Greco Title Company acting as the "Escrow Agent" ("Design Escrow Funds"). Upon receipt by the Escrow Agent of the Design Escrow Funds, the Escrow Agent shall notify the City in writing. The Design Escrow Funds shall be disbursed by the Escrow Agent fifteen (15) business days after the Escrow Agent's receipt of an invoice from the Project Engineer (with a copy of such invoice provided by the Project Engineer to each of Curtis Properties and Tienken Partners), provided that Escrow Agent receives written approval of the invoice for payment by both Curtis Properties and Tienken Partners. In the event that either Curtis Properties or Tienken Partners fails to provide such written approval of such invoice within five (5) business days after Escrow Agent's receipt of such invoice from the Project Engineer, then such failure shall be deemed the approval by such party of the invoice. In the event either Curtis Properties or Tienken Partners

provides a written notice of objection within such five (5) business day period, then such parties shall work cooperatively to resolve such objection within ten (10) days following such notice of objection, and if the parties are unable to resolve such objection, it will be resolved in accordance with Paragraph 8 of this Agreement. Following approval of the completed Improvements by MDOT and RCOC, payment of all Project Costs, and after all permits have been released by MDOT and RCOC, any remaining Design Escrow Funds shall be immediately released in equal amounts to Curtis Properties and Tienken Partners, unless one party exercised its right to cure provided by Paragraph 17 by paying some or all of the other party's share of such Design Escrow Funds, in which event any remaining Design Escrow Funds shall be released to such curing party until its cure amounts under Paragraph 17 have been repaid, then any remaining Design Escrow Funds shall be released in equal amounts to both parties.

b. Within fifteen (15) days after the later to occur of the following conditions: (i) the parties receive notice that the Construction Plans are approved by MDOT and RCOC and that MDOT and RCOC will issue permits for the Improvements, (ii) bids are received from contractors for the Improvements, and (iii) the City has vacated that portion of Orion Court requested to be vacated for the Papa Joe's PUD, and has issued any wetlands permit required by the City for the Papa Joe's PUD (Curtis Properties agrees to reasonably cooperate with the City in such road vacation and wetlands permit processes), Curtis Properties and Tienken Partners shall each escrow fifty-five percent (55%) of the cost of the construction of the Improvements pursuant to the Construction Contract with the Escrow Agent ("Construction Escrow Funds"). Upon receipt by the Escrow Agent of the Construction Escrow Funds, the Escrow Agent shall

notify the City in writing. The Construction Escrow funds shall be disbursed by the Escrow Agent as follows: Contractor shall deliver to Curtis Properties, Tienken Partners, the City and Escrow Agent a draw request (“Draw Request”) signed by Contractor and certified by the Project Engineer that all work is in compliance with the design plans, and that such work is accepted by MDOT and RCOC, and within the project budget and specifying the percentage of such work completed, together with a sworn statement and lien waivers from the Contractor and all subcontractors and material suppliers waiving any lien rights as to work for which previous disbursements from the Construction Escrow Funds have been made and for the current Draw Request. Upon five fifteen (15) business days after receipt by the Escrow Agent of the certified Draw Request and the other documentation as provided above, provided that the Draw Request is in compliance with this Section, the Escrow Agent shall disburse to the Contractor such portion of the Construction Escrow Funds as are requested in the Draw Request and otherwise in compliance with this Section. In the event either Curtis Properties or Tienken Partners objects in writing to such Draw Request within such five (5) day period, then the Escrow Agent shall not pay the Draw Request until written approval is obtained from both Curtis Properties and Tienken Partners. Curtis Properties and Tienken Partners shall work cooperatively to resolve such objection within ten (10) days following such notice of objection, and if the parties are unable to resolve such objection, it will be resolved in accordance with Paragraph 8 of this Agreement. Following approval of the completed Improvements by MDOT and RCOC, payment of all Project Costs, and after all permits have been released by MDOT and RCOC, any remaining Construction Escrow Funds shall be immediately released in

equal amounts to Curtis Properties and Tienken Partners, unless one party exercised its right to cure provided by Paragraph 17 by paying some or all of the other party's share of such Construction Escrow Funds, in which event any remaining Construction Escrow Funds shall be released to such curing party until its cure amounts under Paragraph 17 have been repaid, then any remaining Construction Escrow Funds shall be released in equal amounts to both parties.

6. City's Remedies. If the Improvements are under construction and are not being made in accordance with the Construction Plans, in the reasonable judgment and good faith of the City, then the City may serve a notice on Curtis Properties, Tienken Partners and Escrow Agent of such determination, specifying in detail any deficiencies with the Improvements. In the event Curtis Properties and Tienken Partners do not present to the City, within ten (10) days of receipt of the City's notice of non-performance, reasonably satisfactory evidence that the Improvements are being completed in accordance with the Construction Plans, then the City shall have the right, but not the obligation, to assume control of the construction of the Improvements by giving an additional twenty (20) days written notice. In the event the problems are not cured within such twenty (20) day period, the City may assume control of the construction of the Improvements. Upon assumption of control by the City, the Construction Contract and the Construction Plans shall be assigned to the City, and the City agrees to proceed with all reasonable dispatch to assume the Construction Contract and complete the Improvements in accordance with the Construction Plans. The City may draw upon the Construction Escrow Funds to complete the Improvements in accordance with the provisions of this Agreement, and Curtis Properties and Tienken

Partners shall remain responsible for the Project Costs pursuant to the Construction Contract.

7. Rights and Obligations of the City. The parties agree that the City shall not be responsible for the payment of any costs or expenses for the design, engineering or construction of the Improvements as provided herein. The City also agrees to waive any and all permit fees that may be imposed by the City with respect to the Improvements. The parties agree that this project is a private undertaking and the City has no interest or responsibility for or duty to any third parties concerning the design or construction of the Improvements, unless the City exercises its rights under Paragraph 6 above. The City agrees that so long as there is no default under this Agreement by Curtis Properties or Tienken Partners, the City will not withhold or delay the issuance of any permits or other approvals requested by the parties for construction of the Papa Joe's PUD or the City Walk PUD. Notwithstanding the foregoing sentence to the contrary, the City is not required to issue any building permits (which shall not include demolition or land improvement permits) until the Construction Escrow Funds have been escrowed pursuant to Paragraph 5b above. The City further agrees that so long as the Improvements are substantially completed so as to allow traffic to flow on all lanes of Tienken Road and Rochester Road as improved pursuant to this Agreement, the City will not withhold or delay the issuance of a certificate of occupancy for any building in the Papa Joe's PUD or the City Walk PUD.

8. Dispute Resolution. A dispute as to the qualifications of either the design engineer or construction contractor will be resolved by the City of Rochester Hills engineer within ten days of submission of the issue to him. The City engineer's decision

will be final. If the City engineer decides the design professional/construction contractor is qualified, the parties will sign the contract with that entity. If the City engineer decides the design professional/construction contractor is not qualified, Curtis Properties and Tienken Partners will immediately contract with the entity proposed by the objecting party. If objection is made to the second proposed design engineer/contractor and the City engineer determines that entity is not qualified, the parties will repeat the procedure described in Paragraph 2 or 3 as applicable.

9. Notice. All notices required herein shall be in writing, either hand-delivered with the receipt of delivery, or by certified mail, return receipt requested, or by overnight courier service as follows and shall be deemed given upon personal delivery, two business days after deposit for certified mail, or the next business day after deposit with an overnight courier:

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 Tienken Partners: Tienken Partners, L.L.C.
37020 Garfield, Suite T-1
Clinton Township, Michigan 48036
Attention: Paul Aragona

Copy to: John D. Gaber, Esq.
Williams, Williams, Ruby & Plunkett, PC
380 North Old Woodward Avenue, Suite 300
Birmingham, MI 48009-5322

10. Contract. The terms of this Agreement are contractual and not a mere recital, and the Curtis Properties, Tienken Partners and Rochester Hills represent and warrant that they intend to be bound thereby.

11. Entire Agreement. This Agreement constitutes the entire agreement between the Curtis Properties, Tienken Partners 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.

12. 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 Curtis Properties, Tienken Partners and Rochester Hills and any such waiver shall be effective only in the specific instance and for the purpose given.

13. 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.

14. 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.

15. 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.

16. Default. A default shall be deemed to have occurred hereunder if either Curtis Properties or Tienken Partners (the “Defaulting Party”) shall breach or fail to perform, observe or meet any covenant or condition made in this Agreement and such breach or failure shall not be corrected within ten (10) days after written notice is delivered to the Defaulting Party by either Curtis Properties or Tienken Partners, whichever party is not the Defaulting Party (the “Non-Defaulting Party”), or, in the event such breach or failure cannot be cured within ten (10) days, if the Defaulting Party shall not have commenced, within said ten (10) day period, to cure such breach or default and cure such breach or default within thirty (30) days from delivery of such notice.

17. Right to Cure. With respect to any default under Section 16 above, any Non-Defaulting Party shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party. The Non-Defaulting Party shall provide a notice to the Defaulting Party of the curative action taken by the Non-Defaulting Party within five (5) business days after the curative action is taken. In the event the Non-Defaulting Party shall cure a default, the Defaulting Party shall reimburse the Non-Defaulting Party, within ten (10) business days after such demand (together with reasonable documentation supporting the expenditures made), for (a) all costs and expenses incurred by the Non-Defaulting Party in connection with such curative action, plus (b) interest at the rate of eighteen percent (18%) per annum, but in no event greater than the amount permitted by law, plus (c) liquidated damages in the amount of twenty-five percent (25%) of the costs and expenses incurred by the Non-Defaulting Party in

connection with such curative action, which the parties acknowledge does not constitute a penalty.

18. Liens. All amounts due and owing pursuant to Section 17 above shall constitute a lien against the Defaulting Owner's property, which lien shall be subordinate to the lien of any first mortgage lien recorded against the Defaulting Owner's property. The lien shall attach and take effect only upon recordation of a claim of lien by the Non-Defaulting Party in the office of the Oakland County Register of Deeds. The claim of lien shall include the following:

- (i) The name and address of the lien claimant;
- (ii) A statement concerning the basis for the claim of lien and identifying the lien claimant as the Non-Defaulting Party;
- (iii) An identification by name and address of the Defaulting Party against which the lien is claimed;
- (iv) A description of the property against which the lien is claimed;
- (v) A description of the payment of money or the action performed for the account of and at the expense of the Defaulting Party which has given rise to the claim of lien;
- (vi) A statement itemizing the total amount due, including interest;
- (vii) A statement that the lien is claimed pursuant to the provisions of this Road Improvement Agreement, reciting the date, book and page of recordation hereof.

The claim of lien shall be duly acknowledged and contain a certificate that a copy thereof has been served upon the Defaulting Party, by personal service or by mailing

pursuant to Section 9 above. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of Michigan law. **[NOTE – CONFIRM OWNERSHIP OF PARCELS BY DEED OR TITLE POLICY]**

19. Other Remedies. A Non-Defaulting Party shall have the right to prosecute any proceedings at law or in equity against the Defaulting Party for a default of this Agreement, and to recover damages for any such default. All of the remedies permitted or available to a Non-Defaulting Party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. Should a party institute any legal proceedings against the other for breach of any provisions herein contained or any matter in connection with this Agreement, the prevailing party in such action shall in addition be entitled to recover its costs and expenses from the losing party, including court costs and its reasonable attorney fees.

20 No Waiver. No delay or omission of any party in the exercise of any right accruing upon any default of any other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. No waiver by any party of any default under this Agreement shall be effective or binding on such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take action in respect to such default. No express written waiver of any default shall affect any other

default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under this Agreement shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

Curtis Properties, L.L.C.

By: _____
Anthony Curtis, Member

Tienken Partners, L.L.C.

By: _____
Paul Aragona, Member

City of Rochester Hills

By: _____
Pat Somerville, Mayor

By: _____
Beverly Jasinski, City Clerk

Prepared by and when
recorded return to:

John D. Gaber, Esq.
Williams, Williams, Ruby & Plunkett, PC
380 North Old Woodward Ave., Suite 300
Birmingham, Michigan 48009

EXHIBIT A

Papa Joe's PUD Legal Description

EXHIBIT B

City Walk PUD Legal Description

PARCEL A:

A parcel of Land in the Northwest $\frac{1}{4}$ of Section 11, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as: Commencing at the Northwest Corner of said Section 11; thence East 150.00 feet along the North Line of said Section 11 and along the Centerline of Tienken Road (variable width) for a PLACE OF BEGINNING; thence continuing East 505.93 feet along said North Line and along said Centerline; thence South 327.25 feet; thence N89°40'00" W 596.49 feet; thence N00°05'51"E 174.11 feet; thence N31°05'32"E 174.78 feet to the North Line of said Section 11 and the said Centerline of Tienken Road and to the Place of Beginning, containing 4.30 acres of land, more or less, subject to easements, exceptions, conditions and requirements, if any.

PARCEL B:

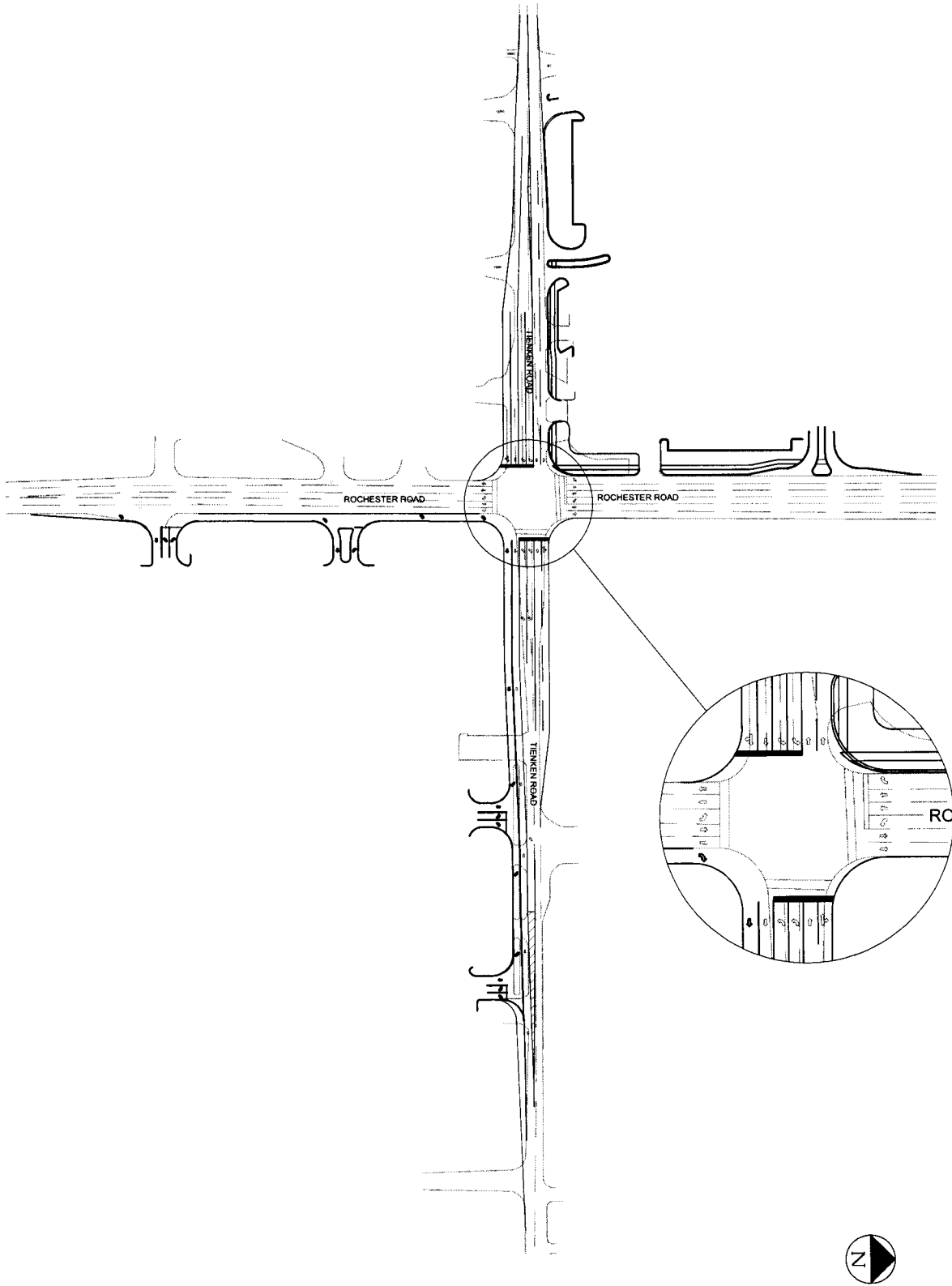
A parcel of Land in the Northwest $\frac{1}{4}$ of Section 11, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as: Commencing at the Northwest Corner of said Section 11; thence East 655.93 feet along the North Line of said Section 11 and along the Centerline of Tienken Road (variable width) for a PLACE OF BEGINNING; thence continuing East 203.57 feet along said North Line and along said Centerline to the Northwest Corner of "Junction Land Company's Subdivision" as recorded in Liber 22, Page 28, Oakland County Records; thence South 328.43 feet along the West Line of said Subdivision; thence N89°40'00" W 203.59 feet; thence North 327.25 feet to the North Line of said Section 11 and the said Centerline of Tienken Road and to the Place of Beginning, containing 1.53 acres of land, more or less, subject to easements, exceptions, conditions and requirements, if any.

PARCEL C:

A parcel of Land in the Northwest $\frac{1}{4}$ of Section 11, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as: Commencing at the Northwest Corner of said Section 11; thence East 859.50 feet along the North Line of said Section 11 and along the Centerline of Tienken Road (variable width) to the Northwest Corner of "Junction Land Company's Subdivision" as recorded in Liber 22, Page 28, Oakland County Records; thence South 328.43 feet along the West Line of said Subdivision for a PLACE OF BEGINNING, thence continuing South 320.49 feet along the West Line of said Subdivision; thence S89°55'43" W 864.641 feet to the West Line of Section 11; thence N00°27'00"E 397.99 feet along said West Line; thence N31°05'32"E 119.53 feet; thence S00°05'51" W 174.11 feet; thence S89°40'00"E 800.06 feet to the North Line of said Section 11 and the said Centerline of Tienken Road and to

the Place of Beginning, containing 6.59 acres of land, more or less, subject to easements, exceptions, conditions and requirements, if any.

EXHIBIT C
Road Improvement Plans



TETRA TECH MPS

SCALE: NONE

DATE 2-12-04

DESIGNED JAS

CHECKED MJL

FUTURE LANE CONFIGURATIONS
PAPA JOE'S - HOLIDAY VILLAGE

CONTRACT
P1967001.13

SHEET
1
OF 1