



800.451.2709

www.schraderauction.com

29 ACRES IN 6 TRACTS
FORMER MASONIC CENTER

COMMERCIAL REAL ESTATE AUCTION
TUESDAY, JUNE 1 • 1PM



PROPERTY INFORMATION PACKET

Commercial Real Estate Auction • Tuesday, June 1 at 1pm

TRACT DESCRIPTIONS:

TRACT 1: Former 54,000 sq. ft. Masonic Center on 4± Acres. Built in 1967, architectural design award winner, 2-stories, conference rooms, full kitchen, dining area, office space, many options for room changes or expansion. Includes 40' x 60' Steel Storage Building. **SELLING AT OR ABOVE \$100,000**

TRACT 2: 2± Acre prime out parcel with frontage on Heatherdowns Blvd. and Cass Road.

TRACT 3: 3± Acre prime out parcel with frontage on Heatherdowns Blvd.

TRACT 4: 3± Acre prime out parcel with frontage on Heatherdowns Blvd. Excellent Ohio Turnpike visibility.

TRACT 5: 8± Acre commercial out parcel with frontage on Cass Rd.

TRACT 6: 9± Acre commercial out parcel with frontage on Heatherdowns Blvd.

General Information:

Building Size: 54,000 sf (Toledo Masonic Temple)

Number of Stories: 2 - 27,000 sf per floor

Year Constructed: 1969

Condition: Very good

Cross Streets: Cass Road, Heatherdowns Blvd.

City: Toledo, Ohio

County: Lucas

Zoning: RS-12

Parking: 417 spaces on Tracts 1,3 and 5

Street: 2 lanes with center turn lane

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For more information, contact

John Nixon: 800-686-5122

jbnixon01@embarqmail.com

Rex Schrader: 800-451-2709

rex@schraderauction.com

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MAJOR COMMERCIAL REAL ESTATE AUCTION

29 Acres • 5 Prime Out Parcels - Along 80/90

**FORMER 54,000 SF TOLEDO MASONIC CENTER ON 4± ACRES
SELLING FOR BEST BID AT OR ABOVE \$100,000!**

SCHRADER
Real Estate & Auction Co., Inc.

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PUBLIC AUCTION

TUESDAY, JUNE 1 • 1PM

4645 Heatherdowns Blvd., Toledo, Ohio.

- Prime Location with Easy Access
- Excellent Ohio Turnpike Visibility
- 54,000 Sq. Ft. Masonic Building
- 5 Additional Out Parcels for Potential Commercial Development
- Zoned RS12

**Tract 1: Masonic Building on 4± Acres
Selling for Best Bid at or Above \$100,000!**



AUCTION - TUES. JUNE 1 • 1PM

29 Acres • 5 Prime Out Parcels - Along 80/90

**FORMER 54,000 SF TOLEDO MASONIC CENTER ON 4± ACRES
SELLING FOR BEST BID AT OR ABOVE \$100,000!**

AUCTION MANAGER: John Nixon
419-236-2516 • 800-686-5122

29± ACRES
5 PRIME OUT PARCELS
ALONG 80/90 - TOLEDO, OH.

TRACT DESCRIPTIONS:

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SUMMARY OF TERMS:

No representations or warranties, expressed, written or implied by the Seller or Auctioneer. All property sold "AS-IS, WHERE-IS". 10% downpayment at close of auction. Closing as soon as closing documents are completed. 2% Broker Participation Invited if pre-registered. Complete terms and conditions are available in the Property Information Package. Auctioneer/Brokers represent the Seller in this transaction.

INSPECTION DATES:

TUESDAY, MAY 4 • 5-7PM

THURSDAY, MAY 20 • 5-7PM

Meet a Schrader Representative
at the property to view each
tract and tour the building.

PROPERTY INFORMATION PACKAGE:

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www.schraderauction.com.

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Real Estate & Auction Co., Inc.

950 N. Liberty Drive
Columbia City, IN 46725

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29 ACRES IN 6 TRACTS FORMER MASONIC CENTER

COMMERCIAL REAL ESTATE AUCTION
TUESDAY, JUNE 1 • 1PM

The Building was built in the late 1960's, and first occupied in 1968. The Structure is constructed of Block, Stone and Concrete, and has won several Design, Architectural and Construction Awards. It is a well built building of 54,000 square feet divided into two stories, plus a third floor Penthouse where all mechanical air handling equipment is located. Imported Marble is used in the Lounge area walls on both floors. The floor covering is of Tile and Carpet. It has a Rubber Roof, and no Basement.

It is an extremely Low maintenance building, with many options for changes and room for expansion. There is a modern Motion Detector and Security System in place. The building utilizes Gas forced Air Heating (Columbia Gas), and Central Air Conditioning. Storm and City Sewers are present. The Electric Service is 600 amp 3 phase. All Utilities are located under the Great Hall of the Stranahan Theatre and serves both complexes. The Stranahan and Masonic Center both utilize one HVAC system (new in 2007L which is sub metered for the Masonic building. Currently the building is vacant with possession at closing. Potential uses include Mini-Mall with ethnic restaurants, churches, schools, or colleges. Address: 4645 Heatherdowns Blvd., Toledo, Ohio.

Building Specifications:

Exterior Walls: Block and Stone

Structural System: Masonry and Block

Roof: Rubber

Floors: Concrete

Floor Coverings: Carpet and Tile

Basement: No

Heating: Gas forced air

Air Conditioning: Central

Power: 600 amps, 3 phase

Restrooms: 10

Building Information:

Current Tenant: Building is vacant

Occupancy Date: Upon Closing

Utilities:

Electric - Toledo Edison

Gas - Columbia Gas

Water - City of Toledo

Sanity Sewer - City of Toledo

Storm Sewer - City of Toledo

Remarks:

Multi-purpose facility with commercial kitchen

Great accessibility to region. Less than 1 mile away from Ohio Turnpike (80/90) exit.

One HVAC system (new 2007) services both complexes. It has been submetered for the Masonic temple. HVAC maintenance and replacement are the responsibility of the Stranahan Theater per agreement available.





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Auction Terms & Conditions

PROCEDURE: The property will be offered in 6 individual tracts, any combination of tracts, or as a whole property.

DOWN PAYMENT: A 10% down payment of the total contract purchase price will be due immediately after being declared the buyer. The down payment may be paid in the form of personal check, business check, or cashier's check. The balance of the contract purchase price is due in cash at closing. YOUR BIDDING IS NOT CONDITIONAL UPON FINANCING.

ACCEPTANCE OF BID PRICES: All successful bidders will sign an Agreement to Purchase at the auction site immediately following the close of bidding. All final bid prices are subject to the seller's acceptance or rejection, except the bids exceeding \$100,00 on Tract 1.

BROKER PARTICIPATION: A 2% commission will be paid to any properly licensed Broker who registers a successful buyer according to the Broker Participation Guidelines. Broker Registration Forms are available from the Auction Company. Forms must be completed and returned no later than 48 hours prior to the auction.

CLOSING: Closing shall occur as soon as possible after applicable closing documents have been completed.

TITLE: Seller shall furnish the buyer(s) at Seller's expense an Owner's Policy of Title Insurance in the amount of the purchase price, and agrees to provide and execute a proper deed conveying merchantable title to the real estate to the buyer(s).

REAL ESTATE TAXES & ASSESSMENTS: The 2010 calendar year taxes shall be prorated to the date of closing and shall be paid by the Seller in the form of a credit to the Buyer at closing. Prorations will be based on the 2009 tax information. Buyer will be responsible for all subsequent taxes.

EASEMENTS & LEASES: Sale of said property is subject to any and all easements of record.

SURVEY: AT THE SELLER'S OPTION, the Seller shall provide a new survey where there is no existing legal description. Any need for a new survey shall be determined solely by the Seller unless such surveys are required by State or local law. The cost of the survey shall be paid by the Seller. The type of survey performed shall be at the Seller's option and sufficient for providing title insurance and the transfer of merchantable title.

AGENCY: Schrader Real Estate & Auction and its representatives are Exclusive Agents of the Seller.

DISCLAIMER & ABSENCE OF WARRANTIES: All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the agreement to purchase. ANNOUNCEMENTS MADE BY THE AUCTIONEER AT THE AUCTION PODIUM DURING THE TIME OF THE SALE WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the Seller or the auction company. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is believed to be accurate but is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the Seller or the auction company. All sketches and dimensions in this brochure are approximate. All acreages are approximate and have been estimated based on legal descriptions or aerial photographs. Conduct at the auction and increments of bidding are at the direction and discretion of the auctioneer. The Seller and Auction Company reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the auctioneer are final.

NEW DATA, CORRECTIONS & CHANGES: Please arrive prior to scheduled auction time to inspect any changes, corrections, or additions to the property information.

NOTE: Videotaping, flash photography, and/or public announcements will be allowed on auction day ONLY with prior approval from Schrader Real Estate and Auction Co., Inc.

SELLER: Heatherdowns Property Holdings, LLC

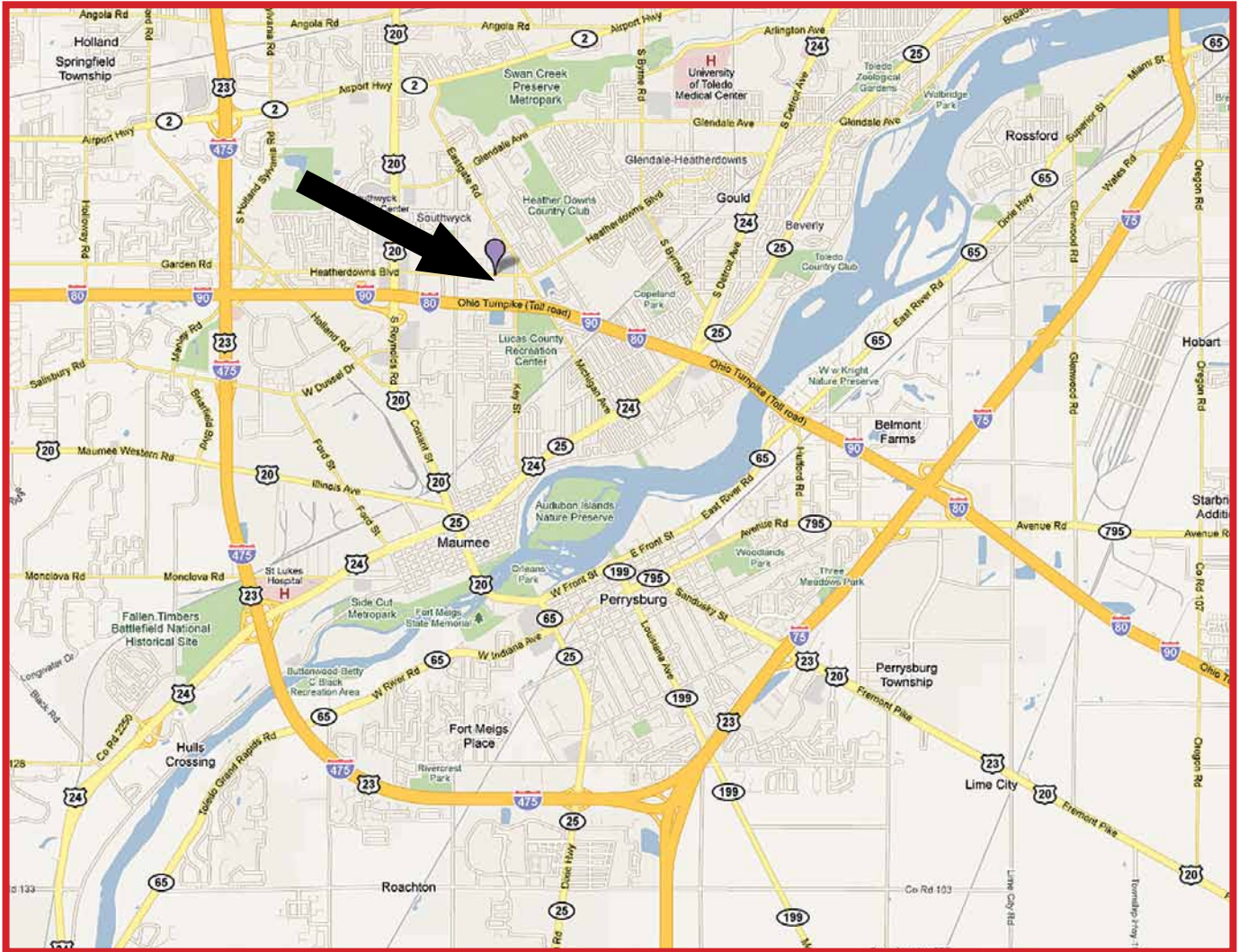


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Auction Tract Map





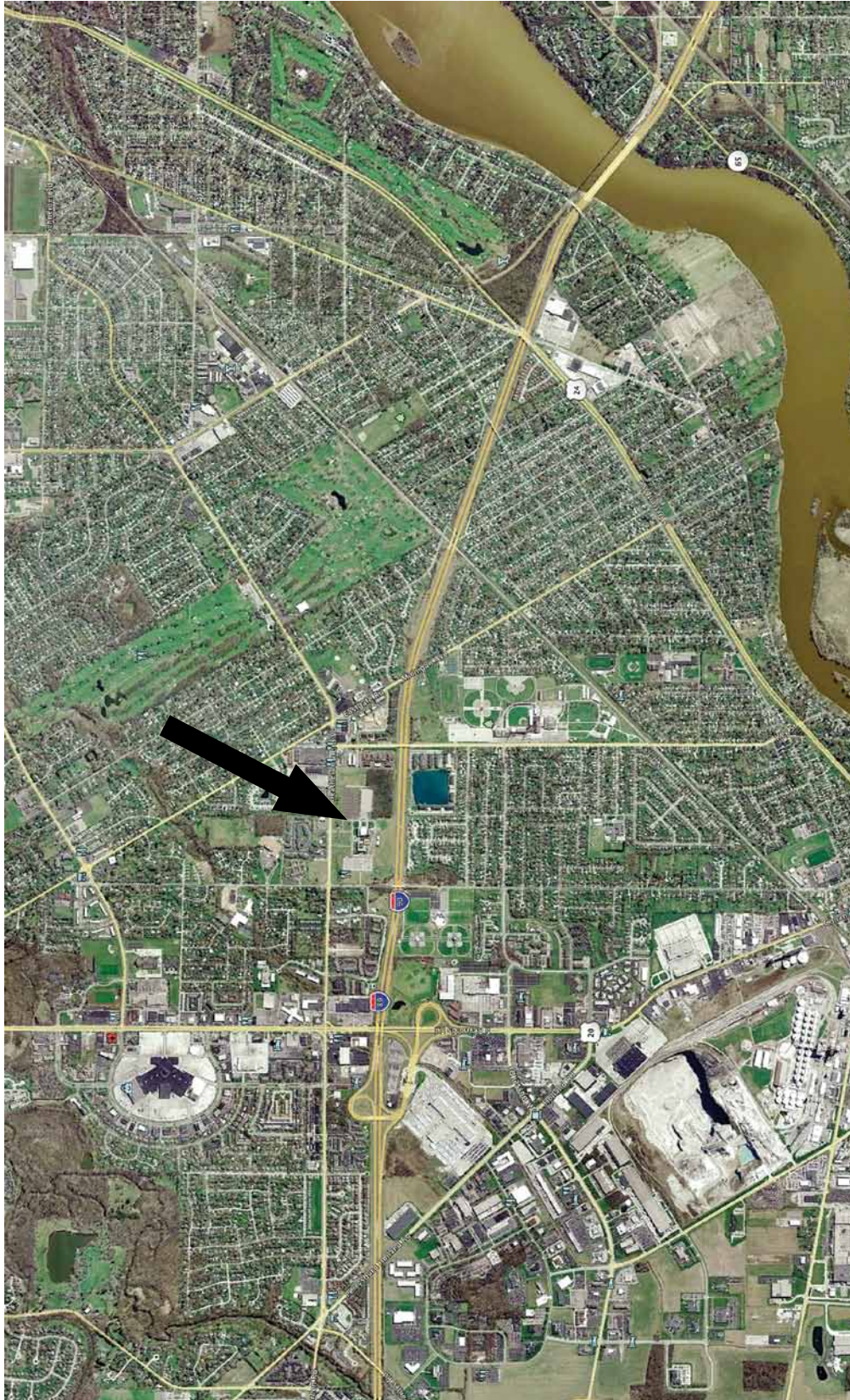
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Property Location Map





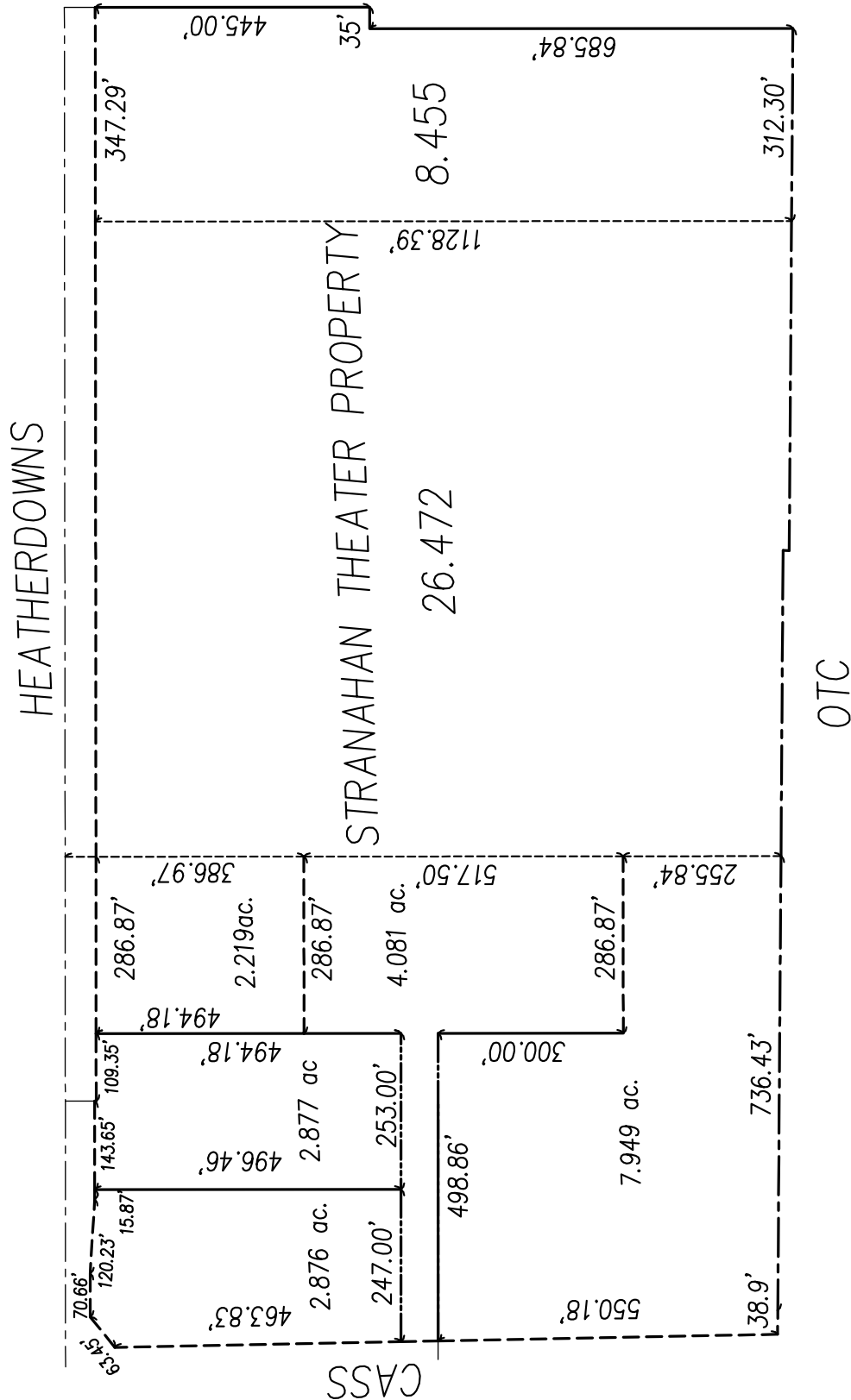
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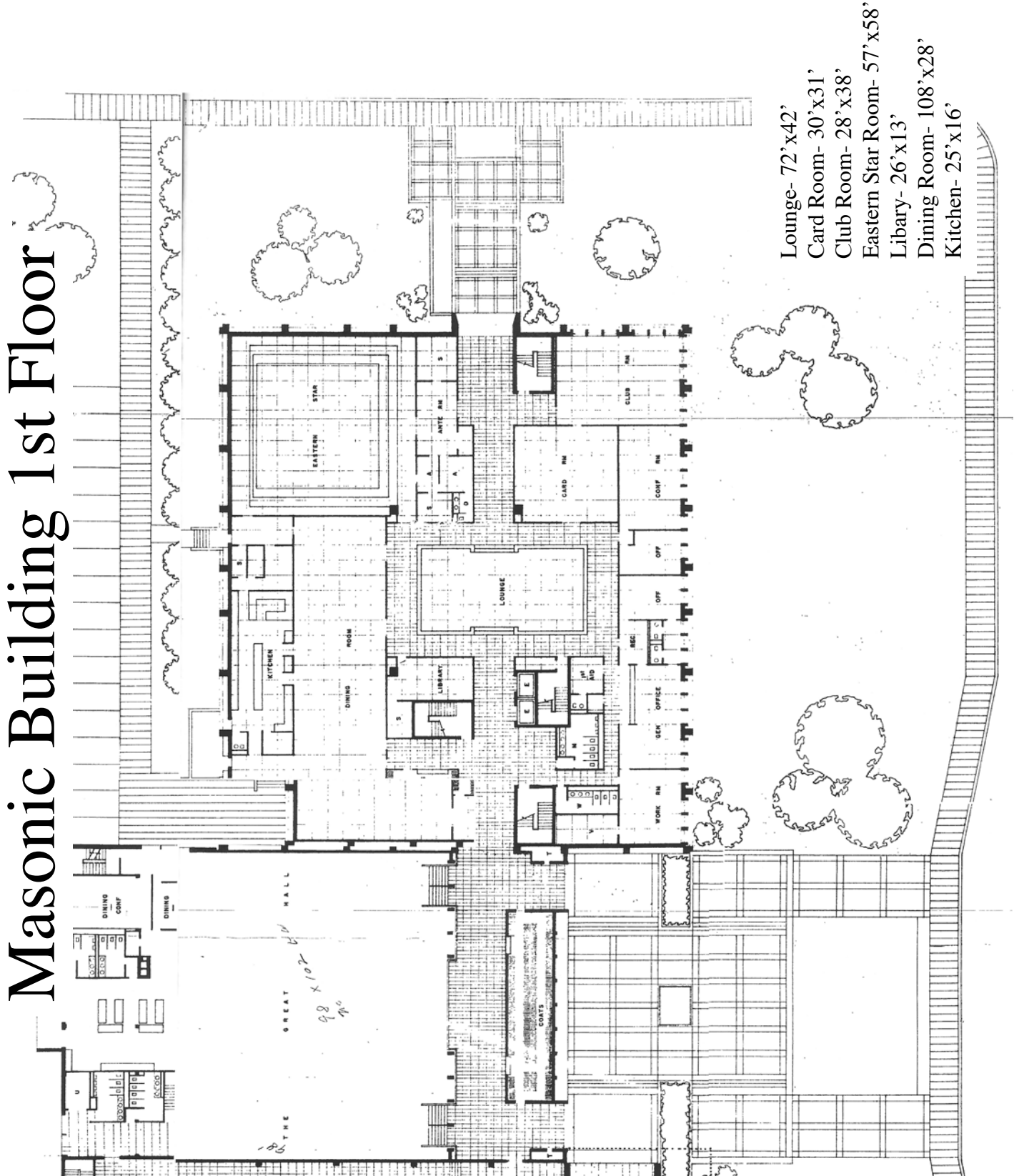
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Preliminary Survey Drawings



Masonic Building 1st Floor





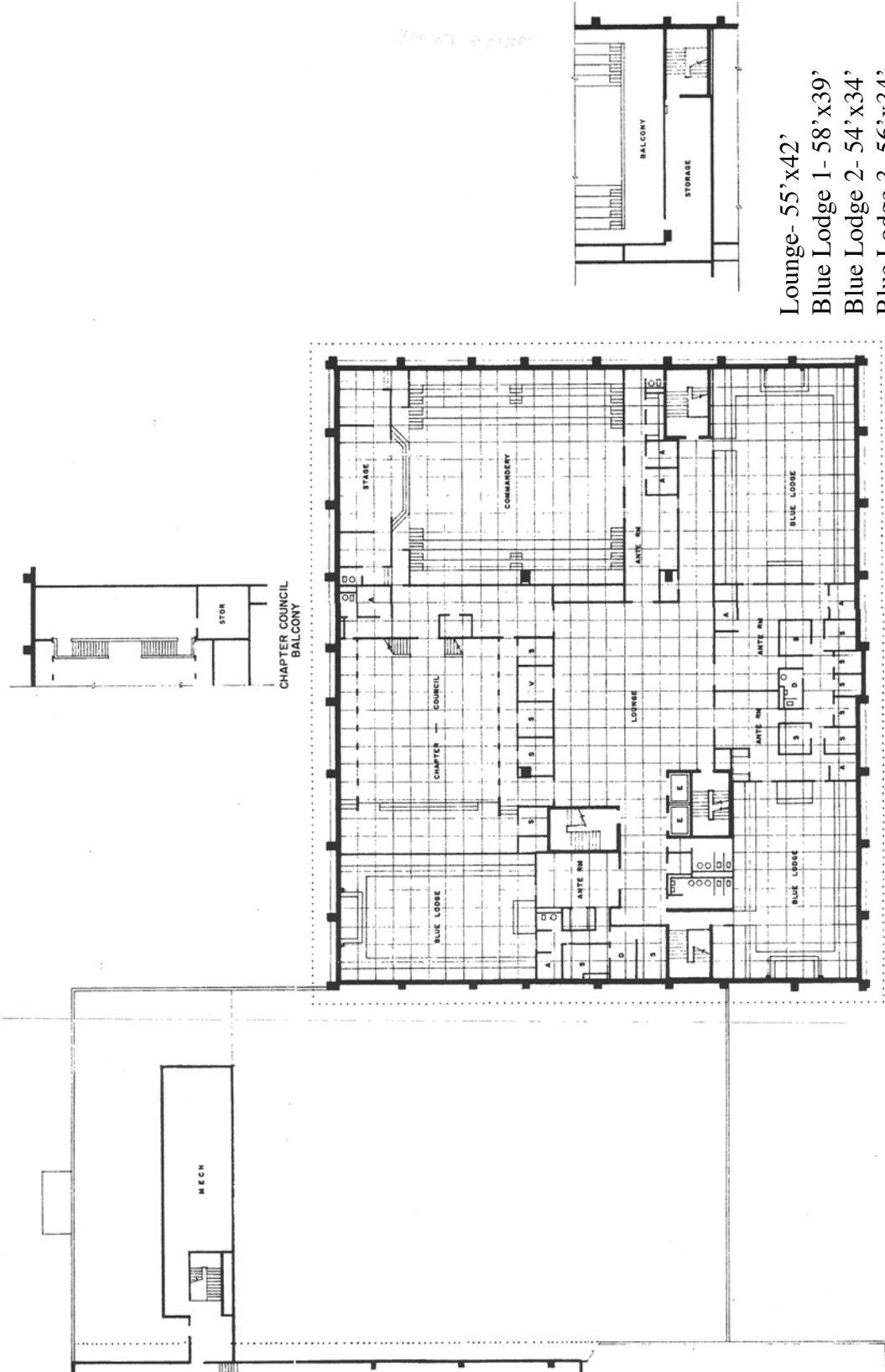
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Masonic Building 2nd Floor



Lounge- 55'x42'
Blue Lodge 1- 58'x39'
Blue Lodge 2- 54'x34'
Blue Lodge 3- 56'x34'
Chapter Council- 59'x48'
Commandery- 76'x58'

Assessor Card

Parcel : 21-00745
Assessor : 06-217-019.0
Address : 4645 HEATHERDOWNS BLV D TOLEDO OH 43614
Summary - General
[Print](#)

Split Status:	2010 RETAIN
Flags:	
Tax District :	TOLEDO CITY-MAUMEE CSD, PCVSD
Pro # :	D840
Bank :	HEATHERDOWNS PROP HOLDINGS C/O GARY MCELFRESH
Class/Landuse :	C / 65
Zoning Code:	RS12
Zoning Description:	Single-Family Residence
Owner :	HEATHERDOWNS PROPERTY HOLDINGS LLC #
Address :	4645 HEATHERDOWNS BLV D TOLEDO OH 43614
Mailing Address :	HEATHERDOWNS PRTY HOLDINGS C/O GARY MCELFRESH 1720 INDIAN WOOD CIRCLE SUITE E MAUMEE OH 43537
Legal Desc. :	2 25 NE 1/4 PT N OF TPKE EXC E 380 FT ON HEATHERDOWNS BLVD N 495FT & EXC E 450.14 FT S 686.23 FT N 1181.23 FT & EXC N 604 FT ON E LINE BY 430.65 FT FRT & EXC 27.655 AC PCE MEAS 534.48 FT & 495.63 FT ON S LINES
Tax Map :	Link to Archived Tax Map Viewer

Summary - Attributes

State Class :	EX-Charity	Prim. Struct. :	AudtrmThea		
Prop. Type :	Apt Res	Acres :	24.435	Stories :	1
GBA :	54009	Year Built :	1968	Living Units :	0

Summary - Most Recent Sale

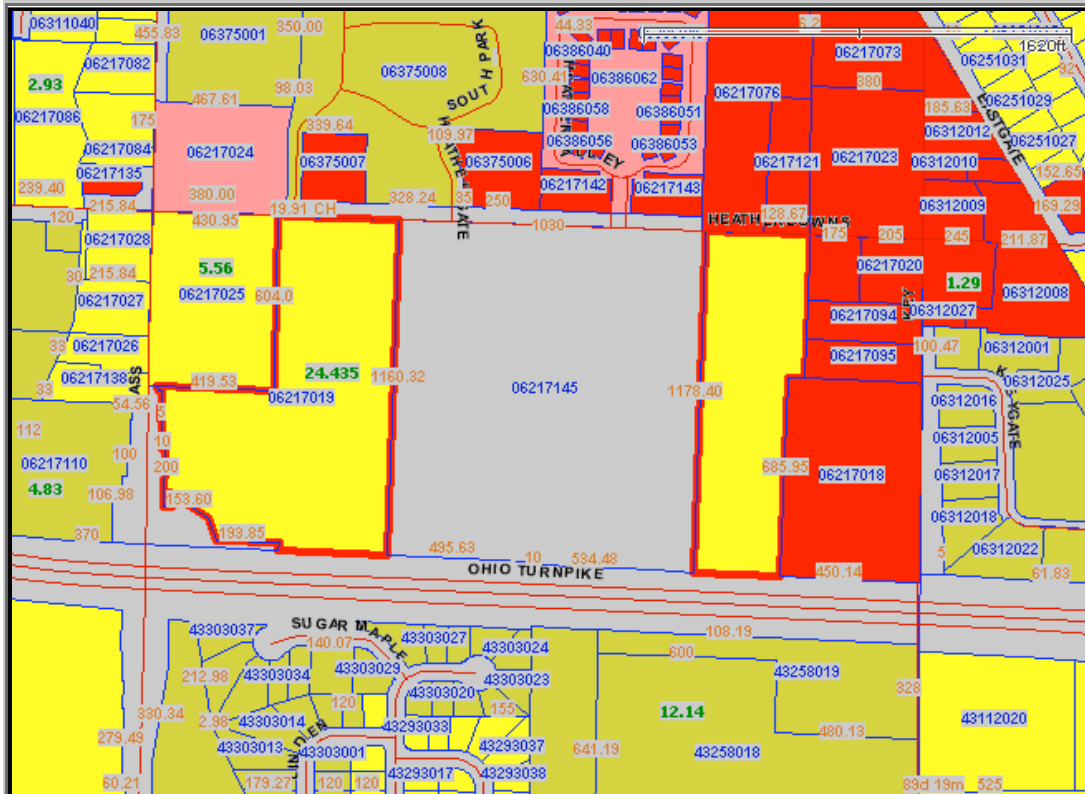
Prior Owner :	STRANAHAN THEATER PROPERTY HOLDINGS LLC *		
Sale Amount :	0.00		
Deed :	QC	Sale Date :	07/10/2009

Summary - Taxes & Values

	35% Values	100% Values	35% Roll	100% Roll
Land :	297,890	851,100	0	0
Building :	385,210	1,100,600	0	0
Total :	683,100	1,951,700	0	0
Last Val. Chg. :	02/25/2010	Roll Flag :		
	1st Half	2nd Half		
Homestead Red. :	0.00	0.00		
Net General :	0.00	0.00		
Net Specials :	217.25	217.25		
Tax Due :	217.25	217.25		
Collected :	217.25	0.00		
Unpaid :	0.00	217.25		

Assessor Zoning Map

AREIS Online Report



No Image Available



Parcel : 21-00745
Assessor : 06-217-019
Owner : HEATHERDOWNS
 PROPERTY HOLD INGS LLC #
Property Address :
 4645 HEATHERDOWNS BLV D
 TOLEDO , OH 43614

Taxing District : TOLEDO
 CITY-MAUMEE CSD, PCVSD
Class/Landuse : C / 65
Values (100%) :
 Land - 851,100
 Bldg - 1,100,600
 Total - 1,951,700

Frontage :
Depth :
Acres : 0.000
TLA :
Year Blt. :
Wall Type :



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Assessor Card

Parcel : 21-00727

Assessor : 06-217-025.0

Address : 4645 HEATHERDOWNS BLV D TOLEDO OH 43614

Summary - General

[Print](#)

Split Status:

Flags:

Tax District : TOLEDO CITY-MAUMEE CSD, PCVSD

Pro # : [D840](#)

Bank : HEATHERDOWNS PROP HOLDINGS C/O GARY MCELFRESH

Class/Landuse : C / 00

Map No. :

Zoning Code: RS12

Zoning Description: [Single-Family Residence](#)

Owner : HEATHERDOWNS PROPERTY HOLD INGS LLC #

Address : 4645 HEATHERDOWNS BLV D

TOLEDO OH 43614

Mailing Address : HEATHERDOWNS PRY HOLDINGS C/O GARY MCELFRESH

1720 INDIAN WOOD CIRCLE SUITE E

MAUMEE OH 43537

Legal Desc. : 2 25 NE 1/4 W 430.95 FT FRT N 604 FT O N E LINE SUBJ TO HEATHERDOWNS
BLVD WDNG

Tax Map : [Link to Archived Tax Map Viewer](#)

Summary - Attributes

State Class : COMlodge

Prim. Struct. : Unknown

Prop. Type : Com Ret

Acres : 5.886

Stories : 0

GBA : 0

Year Built : 0

Living Units : 0

Summary - Most Recent Sale

Prior Owner : ANCIENT ACCEPTED SCOTTISH RITE VALLEY OF TOLEDO

Sale Amount : 0.00

Deed : QC

Sale Date : 07/10/2009

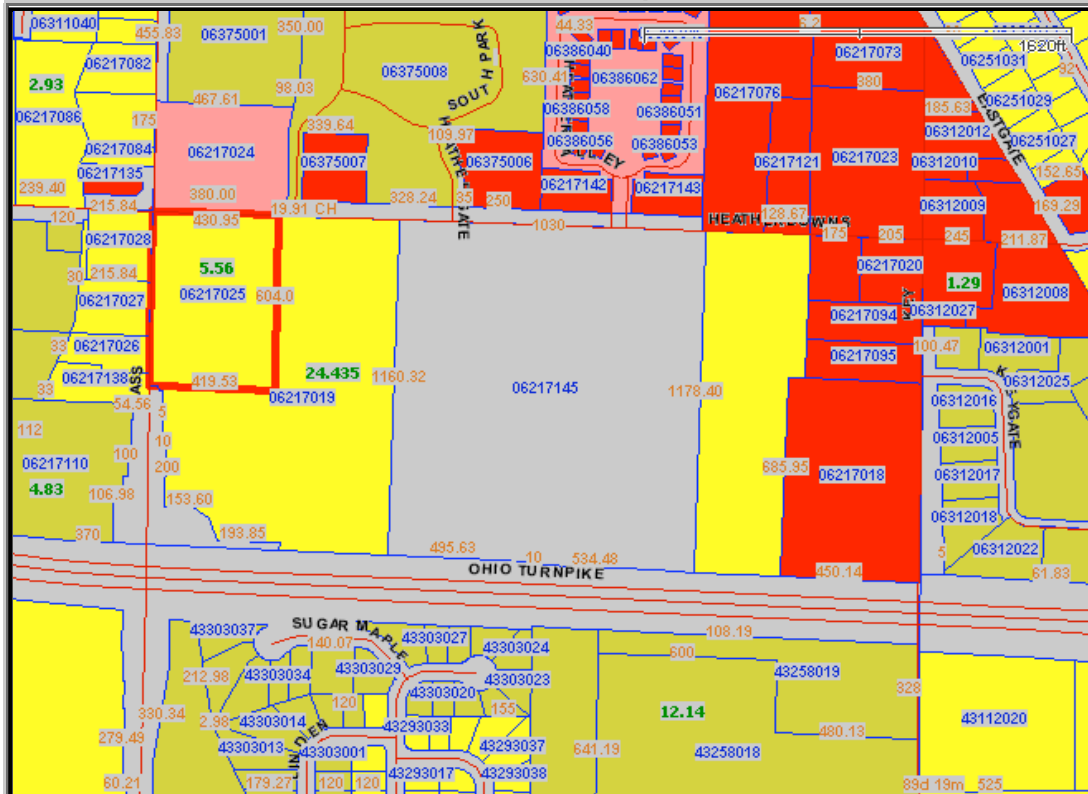
Summary - Taxes & Values

	35% Values	100% Values	35% Roll	100% Roll
Land :	117,920	336,900	0	0
Building :	0	0	0	0
Total :	117,920	336,900	0	0
Last Val. Chg. :	10/31/2009	Roll Flag :		
	1st Half	2nd Half		
Homestead Red. :	0.00	0.00		
Net General :	4,674.76	4,674.76		
Net Specials :	1,730.12	1,730.12		
Tax Due :	6,404.88	6,404.88		
Collected :	6,404.88	0.00		
Unpaid :	0.00	6,404.88		

[Disclaimer](#)

Assessor Zoning Map

AREIS Online Report



No Image Available

No image was found.



Parcel : 21-00727
Assessor : 06-217-025
Owner : HEATHERDOWNS
 PROPERTY HOLD INGS LLC #
Property Address :
 4645 HEATHERDOWNS BLV D
 TOLEDO , OH 43614

Taxing District : TOLEDO
 CITY-MAUMEE CSD, PCVSD
Class/Landuse : C / 00
Values (100%) :
 Land - 336,900
 Bldg - 0
 Total - 336,900

Frontage :
Depth :
Acres : 0.000
TLA :
Year Blt. :
Wall Type :

Chapter 1104 | Use Regulations

1104.0100 | Use Table

The Use Table of this Section lists the principal uses allowed within base zoning districts. The symbols used in the Use Table are defined in the following paragraphs.

1104.0101 [P] Permitted Uses

A “P” indicates that a use is permitted by right, subject to compliance with all other applicable regulations of this Zoning Code.

1104.0102 [S] Special Uses

An “S” indicates that a use is allowed only if reviewed and approved in accordance with the Special Use procedures of Sec. 1111.0700.

1104.0103 Uses Not Allowed

A blank cell (one with a “-” and doesn’t contain a “P” or “S”) indicates that the listed use is not allowed in the respective zoning district.

1104.0104 Use Standards

The existence of use standards for a use category is noted by a bracketed table note reference “[x]” within the table cell containing the “P” or “S.” Unless otherwise noted use standards are also subject to the provisions of: Chapter 1107, Parking, Loading, and Access; Chapter 1108, Landscaping and Screening; and Chapter 1109, Design Standards.

1104.0105 developments with Multiple Principal Uses

- A. When all principal uses of a development fall within one use category, the entire development is assigned to that use category. A development that contains a computer store, bookstore, and discount store, for example, would be classified in the Retail Sales, General category because all of the development’s principal uses are in that category.
- B. When the principal uses of a development fall within different use categories, each principal use is classified in the applicable category and each use is subject to applicable regulations within that category. For example, a gas station that also contains a mini-convenience store would be subject to the special permit regulations for both gasoline and fuel sales facility and for a convenience store.
- C. Developments with multiple principal uses, such as shopping centers, shall incorporate only those uses allowed in the underlying base zoning district.

1104.0106 Unlisted Uses

If an application is submitted for a use type that is not listed in the Use Table of this Section, the Planning Director is authorized to classify the new or unlisted use type into an existing land use category that most closely fits the new or unlisted use. If no similar use determination can be made, the Planning Director must initiate an amendment to the text of this Zoning Code to clarify where such uses are allowed.

1104.0107 Use Categories

The use categories listed in the Use Table are organized into five major use groups: Residential, Public and Civic, Commercial Use Types, Industrial Use Types, and Other Use Types. Each major use group is further divided into a series of use categories. All of the use categories listed in the Use Table are defined in Sec. 1116.0200.

Chapter 1104 | Use Regulations
Sec. 1104.0100 | Use Table

Use Category	RS 12	RS 9	RS 6	RD 6	RM (all)	R MH	CN	CO	CM	CS	CR	CD	IL	IG	IP	POS	IC
Residential																	
Household Living																	
Detached House	P	P	P	P	P	-	P	-	-	-	-	-	-	-	-	-	-
Detached House, Zero Lot Line	-	-	[1]	[1]	[1]	-	[1]	-	-	-	-	-	-	-	-	-	-
Attached House	-	-	-	[2]	[2]	-	[2]	-	[2]	-	-	[2]	-	-	-	-	-
Duplex	-	-	-	P	P	-	P	-	-	-	-	-	-	-	-	-	-
Cluster Housing	S [3]	S [3]	S [3]	S [3]	-	-	-	-	-	-	-	-	-	-	-	-	-
Manufactured Housing Park	-	-	-	-	-	P [4]	-	-	-	-	-	-	-	-	-	-	-
Manufactured Home	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-
Multi-Dwelling Structure	-	-	-	-	P [5]	-	[5,6]	[5,6]	[5,7]	[5,6]	[5,6]	[5]	-	-	-	-	P
Adult Foster Home	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	-
Certified Foster Home	P	P	P	P	P	P	P	P	P	P	P	P	-	-	-	-	P
Group Living																	
Adult Family Home	P [8]	P [8]	P [8]	P [8]	S [8]	S [8]	S	-	S	-	-	-	-	-	-	-	-
Residential Facility, Small	P [8]	P [8]	P [8]	P [8]	S [8]	P [8]	-	-	-	-	-	-	-	-	-	-	-
Residential Facility, Large	-	-	-	-	S [8]	-	-	-	-	-	-	-	-	-	-	-	-
Drug and Alcohol Residential Facility	-	-	-	-	S [8]	-	-	-	-	-	S	-	-	-	-	-	-
Halfway House	-	-	-	-	-	-	-	-	S [8]	-	S [8]	S [8]	-	-	-	-	-
Nursing Home	-	S [9]	S [9]	S [9]	S [9]	-	P [9]	-	P [9]	P [9]	P [9]	P [9]	-	-	-	-	-
Rest Home	-	S [9]	S [9]	S [9]	S [9]	-	P [9]	-	P [9]	P [9]	P [9]	P [9]	-	-	-	-	-
Home for the Aging	-	S [9]	S [9]	S [9]	S [9]	-	P [9]	-	P [9]	P [9]	P [9]	P [9]	-	-	-	-	-
Group Rental	P [9,10]	P [9,10]	P [9,10]	P [9,10]	P [9,10]	-	P [10]	P [10]	P [10]	P [10]	P [10]	P [10]	-	-	-	-	-
Homeless Shelter	-	-	-	-	-	-	-	-	S [8]	S [8]	S [8]	S [8]	-	-	-	-	-
Other Group Living	-	-	-	-	S	-	-	-	-	-	S	S	-	-	-	-	P
Public and Civic																	
Colleges and Universities	-	-	-	-	-	-	-	-	-	-	S	S	S	-	-	-	P
Community Recreation																	
Passive	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Active	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P
Marinas	S [11]	S [11]	S [11]	S [11]	S [11]	S [11]	S [11]	S [11]	S [11]	S [11]	S [11]	S [11]	S [11]	S [11]	S [11]	S [11]	-
Cultural Exhibits and Libraries	S	S	S	S	S	-	P	P	P	P	P	P	-	-	-	S	P
Day Care																	
Type A Family Day Care Home	S [8,12]	S [8,12]	S [8,12]	S [8,12]	S [8,12]	-	P [12]	P [12]	P [12]	P [12]	P [12]	P [12]	-	-	-	-	-

Chapter 1104 | Use Regulations
Sec. 1104.0100 | Use Table

Use Category	RS 12	RS 9	RS 6	RD 6	RM (all)	R MH	CN	CO	CM	CS	CR	CD	IL	IG	IP	POS	IC
Type B Family Day Care Home	P [12]	P [12]	P [12]	P [12]	P [12]	-	P [12]	P [12]	P [12]	P [12]	P [12]	P [12]	-	-	-	-	-
Day Care Center	S [12]	S [12]	S [12]	S [12]	S [12]	-	P [12]	P [12]	P [12]	P [12]	P [12]	P [12]	P [12]	P [12]	P [12]	-	P [12]
Hospital	-	-	-	-	-	-	-	S	-	-	S	S	-	-	-	-	P
Lodge, Fraternal and Civic Assembly	-	-	-	-	S	-	P	P	P	P	P	P	P	-	-	-	-
Postal Service	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	-	-
Public Safety	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	S	P
Religious Assembly	P	P	P	P	P	P	P	P	P	P	P	P	-	-	-	-	P
Schools	S	S	S	S	S	S	S	S	S	S	S	S	-	-	-	-	P
Utilities, Minor	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Utilities and Services, Major	S	S	S	S	S	S	S	S	S	S	S	S	S	P	S	S	P
Commercial Use Types																	
Animal Services																	
Sales and Grooming	-	-	-	-	-	-	P [13]	-	P	P	P	P	-	-	-	-	-
Kennels	-	-	-	-	-	-	-	-	-	-	-	-	P [14]	P [14]	-	-	-
Animal Shelters	-	-	-	-	-	-	-	-	-	-	P [14]	P	P [14]	P [14]	-	-	-
Fully Enclosed Animal Shelters / Kennels	-	-	-	-	-	-	P	-	P	P	P	P	P	P	-	-	-
Veterinary	-	-	-	-	-	-	P [13]	P	-	P	P	P	P	P	-	-	-
Building Maintenance Services	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	-	-
Business Equipment Sales and Services	-	-	-	-	-	-	P [13]	P	P	P	P	P	P	P	P	-	-
Business Support Services	-	-	-	-	-	-	P [13]	P	P	P	P	P	P	-	P	-	-
Communications Service Establishments	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	-
Construction Sales and Services	-	-	-	-	-	-	-	-	-	-	P [15]	-	P	P	P	-	-
Eating and Drinking Establishments																	
Tavern	-	-	-	-	-	-	P [13]	-	P	P	P	P	P	P	-	-	-
Fast Order Food	-	-	-	-	-	-	P [13]	P [16]	P	P	P	P	-	-	-	-	-
Fast Order Food, Drive-through	-	-	-	-	-	-	-	-	-	S [17]	P [9,17]	-	-	-	-	-	-
Restaurant, Sit-Down	-	-	-	-	-	-	P [13]	P [16]	P	P	P	P	-	-	-	-	-
Entertainment and Spectator Sports																	
Limited	-	-	-	-	-	-	P [13]	-	P	P	P	P	-	-	-	-	P
General	-	-	-	-	-	-	-	-	-	S	P	P	-	-	-	-	P

Chapter 1104 | Use Regulations
Sec. 1104.0100 | Use Table

Use Category	RS 12	RS 9	RS 6	RD 6	RM (all)	R MH	CN	CO	CM	CS	CR	CD	IL	IG	IP	POS	IC
Financial, Insurance and Real Estate Services	-	-	-	-	-	-	P [13]	P	P	P	P	P	-	-	-	-	-
Food and Beverage Retail Sales																	
Large Stores	-	-	-	-	-	-	P [13]	-	P	P	P	P	-	-	-	-	-
Convenience Stores	-	-	-	-	-	-	S [18]	-	S [18]	S [18]	S [18]	S [18]	-	-	-	-	-
Funeral and Interment Services																	
Cremating	-	-	-	-	-	-	-	-	-	-	P	-	P	P	-	-	-
Interring	S	S	S	S	S	-	S [13]	S	S	S	S	S	-	-	-	P	-
Undertaking	-	-	-	-	-	-	P [13]	-	P	P	P	P	-	-	-	-	-
Cemeteries	S	S	S	S	S	-	-	-	-	-	-	-	-	-	-	P	-
Gasoline and Fuel Sales	-	-	-	-	-	-	S [13, 19]	-	-	S [19]	S [19]	S [19]	-	-	-	-	-
Medical Services																	
Drug and Alcohol Treatment Center, Nonresidential	-	-	-	-	-	-	-	-	S [8]	S [8]	S [8]	-	-	-	-	-	P
All other Medical Services	-	-	-	-	-	-	P [13]	P	P	P	P	P	-	-	-	-	P
Office, Administrative and Professional	-	-	-	-	-	-	P [13]	P	P	P	P	P	P	-	P	-	P
Parking, Commercial	-	-	-	-	-	-	-	-	-	S	P	S	-	-	-	-	P
Personal Convenience Services	-	-	-	-	-	-	P [13]	P	P	P	P	P	-	-	-	-	-
Personal Improvement Services	-	-	-	-	-	-	P [13]	P	P	P	P	P	-	-	-	-	-
Repair Services, Consumer	-	-	-	-	-	-	P [13]	-	P	P	P	P	-	-	-	-	-
Retail Sales, General	-	-	-	-	-	-	P [13]	-	P	P	P	P	-	-	-	-	-
Sexually-Oriented Business Establishment	-	-	-	-	-	-	-	-	-	-	P [20]	P [20]	P [20]	P [20]	-	-	-
Sports and Recreation, Participant																	
Indoor	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-
Outdoor	S	S	S	S	S	-	-	-	-	-	P	P	S	-	-	-	-
Tobacco Shop	-	-	-	-	-	-	S [13, 21]	-	S [21]	S [21]	S [21]	S [21]	-	-	-	-	-
Transient Habitation																	
Bed and Breakfast	S [22]	S [22]	S [22]	S [22]	S [22]	-	P [13]	P	P	P	P	P	-	-	-	-	-
Lodging	-	-	-	-	-	-	-	P	-	P	P	P	-	-	-	-	P
Rooming House	-	-	-	-	S [9]	-	P [9, 13]	-	-	P	P	P	-	-	-	-	-
Vehicle Sales and Service																	

Chapter 1104 | Use Regulations
Sec. 1104.0100 | Use Table

Use Category	RS 12	RS 9	RS 6	RD 6	RM (all)	R MH	CN	CO	CM	CS	CR	CD	IL	IG	IP	POS	IC
Cleaning/Washing	-	-	-	-	-	-	-	-	-	S [9,17]	P [9,17]	P [9,17]	P [9,17]	-	-	-	-
Fleet Storage	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-
Heavy Equipment Repairs	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-
Light Equipment Repairs	-	-	-	-	-	-	-	-	-	S	P	P	P	P	-	-	-
Heavy Equipment Sales/Rental	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-
Auto and RV Sales/Rental	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-
Auto and RV Sales, used only	-	-	-	-	-	-	-	-	-	-	S [23]	S [23]	-	-	-	-	-
Storage of Towaway Vehicles	-	-	-	-	-	-	-	-	-	-	S [24]	-	S [24]	S [24]	-	-	-
Storage of Recreational Vehicles	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-
Industrial Use Types																	
Explosive Storage	-	-	-	-	-	-	-	-	-	-	-	-	-	S	-	-	-
Industrial, General	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-
Industrial, Intensive	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-
Laundry Service	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-
Manufacturing and Production, Limited	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	-	-
Manufacturing and Production, Technological	-	-	-	-	-	-	-	P	-	-	P	P	P	P	P	-	-
Scrap and Salvage Operations	-	-	-	-	-	-	-	-	-	-	-	-	-	S	-	-	-
Wholesale, Storage and Distribution																	
Mini-Warehouse	-	-	-	-	-	-	-	-	-	-	P	-	P	P	-	-	-
Light	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-
Heavy	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-
Other Use Types																	
Agriculture																	
Nurseries and Greenhouses	S	S	S	S	S	S	S	-	S	S	P	-	P	P	P	P	P
Other Agriculture	P	P	P	P	P	P	S	-	S	S	P	-	P	P	P	P	P
Mining	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-
Recycling Facilities																	
Large Collection Facilities	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-
Small Collection Facilities	-	-	-	-	-	-	-	-	-	P	P	P	P	P	-	-	-
Processing Center	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-
Wireless Telecommunications Facilities																	
Co-Located	P [25]	P [25]	P [25]	P [25]	P [25]	P [25]	P [25]	P [25]	P [25]	P [25]	P [25]	P [25]	P [25]	P [25]	P [25]	P [25]	P [25]
Freestanding	S [25]	S [25]	S [25]	S [25]	S [25]	S [25]	P [25]	P [25]	S [25]	S [25]	P [25]	P [25]	P [25]	P [25]	P [25]	S [25]	P [25]

Chapter 1104 | Use Regulations
Sec. 1104.0200 | Attached House

Use Category	RS 12	RS 9	RS 6	RD 6	RM (all)	R MH	CN	CO	CM	CS	CR	CD	IL	IG	IP	POS	IC
Radio/TV Towers	-	-	-	-	-	-	-	-	-	-	S [25]	S [25]	S [25]	S [25]	S [25]	-	-

Table Notes

- [1] Subject to standards of Sec. 1104.1900 | Zero Lot Line Housing, Detached
- [2] Subject to standards of Sec. 1104.0200 | Attached House
- [3] Subject to standards of Sec. 1104.0500 | Cluster Housing
- [4] Subject to standards of Sec. 1104.1300 | Manufactured Housing Parks
- [5] Subject to standards of Sec. 1106.0300 if more than one structure on a lot
- [6] All dwelling units must be located above the ground floor of the building.
- [7] Subject to standards of Sec. 1106.0600 | Mixed Commercial-Residential District Additional Standards
- [8] Subject to spacing standards of Sec. 1104.1000 | Group Living and Day Care - Spacing.
- [9] Uses must have frontage on one or more major streets.
- [10] Subject to standards of Sec. 1104.1100 | Group Rental
- [11] Subject to standards of Sec. 1104.1400 | Marinas
- [12] Subject to standards of Sec. 1104.0700 | Day care
- [13] Subject to standards of Sec. 1106.0500 | Neighborhood Commercial District Additional Standards
- [14] Subject to standards of Sec. 1104.1200 | Animal Shelters and Kennels
- [15] No outdoor storage allowed.
- [16] Only when included as part of a structure which is used as a hotel, motel or office building.
- [17] Subject to standards of Sec. 1104.0800 | Drive-through Facilities
- [18] Subject to standards of Sec. 1104.0600 | Convenience Stores
- [19] Subject to standards of Sec. 1104.0900 | Gasoline and Fuel Sales
- [20] Subject to standards of Sec. 1104.1500 | Sexually-oriented Business Establishment
- [21] Subject to standards of Sec. 1104.1700 | Tobacco Shops
- [22] Subject to standards of Sec. 1104.0400 | Bed and Breakfast
- [23] Subject to standards of Sec. 1104.0300 | Auto and RV Sales, Used Only
- [24] Subject to standards of Sec. 1104.1600 | Storage of Towaway Vehicles
- [25] Subject to standards of Sec. 1104.1800 | Wireless Facilities

(Ord. 26-07. Passed 1-2-07. Ord. 180-09. Passed 4-6-09.)

1104.0200 | Attached House

The following standards apply to attached houses.

1104.0201 In the RM12 district, up to eight dwelling units may be attached, and structures containing nine or more attached dwelling units are therein prohibited.

1104.0202 In the RD6 district, up to two dwelling units may be attached, and structures containing three or more attached dwelling units are therein prohibited.

1104.0203 The density and lot size (area and width) requirements of the underlying zoning district apply. Commonly owned areas, including commonly owned open space, driveway, or parking areas, apply toward the overall density standard.

1104.0204 The front, side, and rear setback standards of the underlying zoning district apply around the perimeter of the project.

1104.0205 The side setback on the side containing a common wall is reduced to zero.

1104.0206 On corner lots, either the rear setback or side setback may be reduced to zero. However, the remaining side or rear setback must comply with the rear setback standards of the underlying zoning district.

Demographics

Demographics

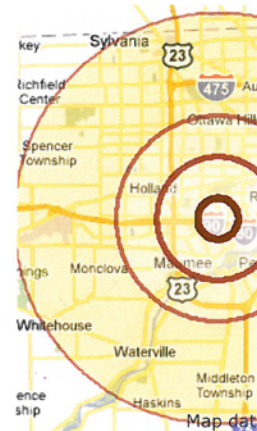
[<< BACK TO P](#)

Toledo Masonic Temple and 29 Acres
4545 Heatherdowns Blvd
Toledo, OH 43614

Demographics Summary

	<u>1 Mile</u>	<u>3 Miles</u>	<u>5 Miles</u>	<u>10 Miles</u>
Population				
Total Population:	13,062	83,101	196,100	501,049
Population Density:	13,062/sq mi	9,233/sq mi	7,844/sq mi	5,010/sq mi
Households				
Total Households:	5,950	36,407	80,255	201,085
Households Size:	2.195	2.283	2.443	2.492
Income/Age/Gender				
Average Income:	\$46,811.00	\$46,879.00	\$45,083.00	\$43,546.00
Average Age:	38.7 years	35.2 years	32.3 years	31.1 years
Male/Female Ratio:	47.1 M/52.9 F	47.3 M/52.7 F	47.8 M/52.2 F	48.1 M/51.9 F
Housing				
Total Units:	6,205	38,487	86,156	215,629
Occupied Housing:	5,950	36,407	80,255	201,085
Vacant Housing:	255	2,080	5,901	14,544

Radius





800.451.2709

www.schraderauction.com

**29 ACRES IN 6 TRACTS
FORMER MASONIC CENTER**

**COMMERCIAL REAL ESTATE AUCTION
TUESDAY, JUNE 1 • 1PM**



Club Room



Eastern Star Room



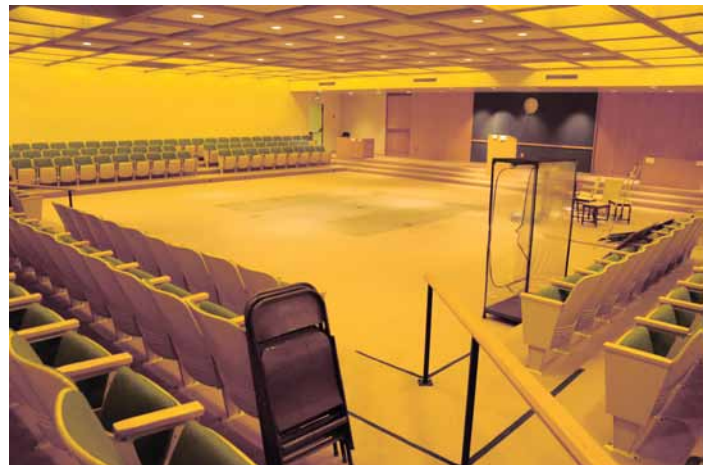
Eastern Star Room



Eastern Star Room



Eastern Star Room



Eastern Star Room



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Kitchen



Kitchen



Kitchen



Kitchen



Kitchen



Kitchen



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FORMER MASONIC CENTER**

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Dinning Room



Dinning Room



Board Room



Office



Office



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FORMER MASONIC CENTER**

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TUESDAY, JUNE 1 • 1PM**



Commandery Room



Chapter Council Room



Blue Lodge Room #2



Blue Lodge Room #2



Blue Lodge Room #1





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**29 ACRES IN 6 TRACTS
FORMER MASONIC CENTER**

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Commandery Room



Commandery Room



Eastern Star Room



2nd Floor Lounge



Card Room



Pent House



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HVAC



Storage and Maintenance Building



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**29 ACRES IN 6 TRACTS
FORMER MASONIC CENTER**

**COMMERCIAL REAL ESTATE AUCTION
TUESDAY, JUNE 1 • 1PM**

REAL ESTATE TAXES



Wade Kapszukiewicz

Treasurer of Lucas County
One Government Center #500
Toledo, OH 43604-2253

www.co.lucas.oh.us/treasurer
email: treasurer@co.lucas.oh.us
Office Hours: Monday through Friday
8:00 A.M. to 5:00 P.M.
(419) 213-4305

ADDRESSEE:

HEATHERDOWNS PROPERTY
HOLDINGS
1720 INDIAN WOOD CIRCLE
STE 3
MAUMEE OH 43537

**REAL ESTATE TAX BILL
FIRST HALF - 2009**

**\$32,073.77*
Due By 1/31/2010**

ADDITIONAL INFORMATION ON BACK

PARCEL NUMBER

21-00744

TAX DISTRICT

TOLEDO CITY- MAUMEE CSD, PCVSD

TAX RATE

107.72

EFFECTIVE TAX RATE (mills)

79.29

MESSAGES

Having trouble paying your real estate taxes? Ask us about our convenient payment plans: 419-213-4305.

LEGAL OWNER	LEGAL DESCRIPTION	PROPERTY ADDRESS
HEATHERDOWNS PROPERTY	2 25 NE 1/4 PT N OF TPKE EXC E 380 FT ON HEATHERDOWNS BLVD N 495	4645 HEATHERDOWNS BLV

CALCULATION OF TAXES

ACRES	52.090
LAND	349,130
BLDG.	385,210
TOTAL	734,340*

GENERAL	39,551.55
HOUSE BILL 920	-10,439.71
SUB TOTAL	29,111.84*
10% ROLLBACK	-.00
NET GENERAL TAX	29,111.84*
T.A.S.D.-MOSQUIT	91.80
STREET SERVICES	1,849.21
LIGHTS HIGH INTE	667.45
TREE MAINTENANCE	353.47
TOTAL SPECIALS	2,961.93*

H.B.920 CREDIT

0.263952

CERT. YEAR

ASSESSED VALUE

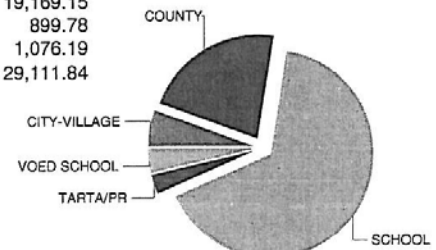
734,340*

PENALTY & INTEREST AFTER

1/31/2010

WHERE YOUR GENERAL TAXES GO

■ CITY-VILLAGE	1,615.55
■ COUNTY	6,351.17
■ SCHOOL	19,169.15
■ TARTA/PR	899.78
■ VOED SCHOOL	1,076.19
Subtotal:	29,111.84



Above total does not include special assessments.

PAY THIS AMOUNT

\$32,073.77*



800.451.2709

www.schraderauction.com

**29 ACRES IN 6 TRACTS
FORMER MASONIC CENTER**

**COMMERCIAL REAL ESTATE AUCTION
TUESDAY, JUNE 1 • 1PM**

REAL ESTATE TAXES



Wade Kapszukiewicz

Treasurer of Lucas County
One Government Center #500
Toledo, OH 43604-2253

www.co.lucas.oh.us/treasurer
email: treasurer@co.lucas.oh.us
Office Hours: Monday through Friday
8:00 A.M. to 5:00 P.M.
(419) 213-4305

ADDRESSEE:

**REAL ESTATE TAX BILL
FIRST HALF - 2009**

\$6,404.88*
Due By 1/31/2010

ADDITIONAL INFORMATION ON BACK

PARCEL NUMBER

21-00727

TAX DISTRICT

TOLEDO CITY- MAUMEE CSD, PCVSD

TAX RATE

107.72

EFFECTIVE TAX RATE (mills)

79.29

MESSAGES

GARY MC ELFRESH
1720 INDIAN WOOD CIR #E
MAUMEE, OH 43537

Having trouble paying your real estate taxes? Ask us about our convenient payment plans: 419-213-4305.

LEGAL OWNER	LEGAL DESCRIPTION	PROPERTY ADDRESS
HEATHERDOWNS PROPERTY	2 25 NE 1/4 W 430.95 FT FRT N 604 FT O N E LINE SUBJ TO	4645 HEATHERDOWNS BLV

CALCULATION OF TAXES

ACRES	5.560
LAND	117,920
TOTAL	117,920*

GENERAL	6,351.17
HOUSE BILL 920	-1,676.41
SUB TOTAL	4,674.76*
10% ROLLBACK	-.00
NET GENERAL TAX	4,674.76*
T.A.S.D.-MOSQUIT	14.74
STREET SERVICES	441.75
LIGHTS HIGH INTE	374.52
LEAF & SNOW REMO	711.78
TREE MAINTENANCE	187.33
TOTAL SPECIALS	1,730.12*

H.B.920 CREDIT

0.263952

CERT. YEAR

ASSESSED VALUE

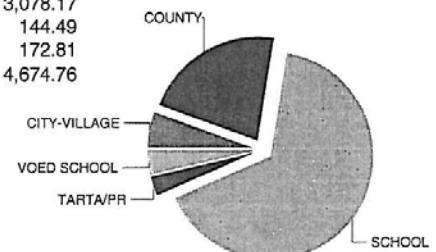
117,920*

PENALTY & INTEREST AFTER

1/31/2010

WHERE YOUR GENERAL TAXES GO

■ CITY-VILLAGE	259.42
■ COUNTY	1,019.87
■ SCHOOL	3,078.17
■ TARTA/PR	144.49
■ VOED SCHOOL	172.81
Subtotal:	4,674.76



PAY THIS AMOUNT

\$6,404.88*

Above total does not include special assessments.



800.451.2709

www.schraderauction.com

**29 ACRES IN 6 TRACTS
FORMER MASONIC CENTER**

**COMMERCIAL REAL ESTATE AUCTION
TUESDAY, JUNE 1 • 1PM**

REAL ESTATE TAXES



Wade Kapszukiewicz

Treasurer of Lucas County
One Government Center #500
Toledo, OH 43604-2253

www.co.lucas.oh.us/treasurer
email: treasurer@co.lucas.oh.us
Office Hours: Monday through Friday
8:00 A.M. to 5:00 P.M.
(419) 213-4305

ADDRESSEE:

HEATHERDOWNS PROPERTY
HOLDINGS
1720 INDIAN WOOD CIRCLE
STE 3
MAUMEE OH 43537

**REAL ESTATE TAX BILL
FIRST HALF - 2009**

\$217.25*
Due By 1/31/2010

ADDITIONAL INFORMATION ON BACK

PARCEL NUMBER

21-00745

TAX DISTRICT

TOLEDO CITY- MAUMEE CSD, PCVSD

TAX RATE

107.72

EFFECTIVE TAX RATE (mills)

79.29

MESSAGES

Having trouble paying your real estate taxes? Ask us about our convenient payment plans: 419-213-4305.

LEGAL OWNER	LEGAL DESCRIPTION	PROPERTY ADDRESS
HEATHERDOWNS PROPERTY	2 25 NE 1/4 PT N OF TPKE EXC E 380 FT ON HEATHERDOWNS BLVD N 495	E-10 D840 4645 HEATHERDOWNS BLV

CALCULATION OF TAXES

ACRES	52.090
LAND	284,410
BLDG.	1,453,550
TOTAL	1,737,960*
GENERAL	.00
T.A.S.D.-MOSQUIT	217.25
TOTAL SPECIALS	217.25*

H.B.920 CREDIT

0.263952

CERT. YEAR

ASSESSED VALUE

1,737,960*

PENALTY & INTEREST AFTER

1/31/2010

WHERE YOUR GENERAL TAXES GO

Above total does not include special assessments.

PAY THIS AMOUNT

\$217.25*

ASBESTOS ANALYSIS



EMSL Analytical, Inc.

212 South Wagner Road, Ann Arbor, MI 48103

Phone: (734) 668-6810 Fax: (734) 668-8532 Email: annarborlab@emsl.com

 Attn: **Jeff Mcleod**
The Mannik & Smith Group
1800 Indian Wood Circle
Maumee, OH 43537

Fax: (419) 891-7290

Phone: (419) 891-1800

Project:

Customer ID: MIDW50

Customer PO:

Received: 09/14/07 10:55 AM

EMSL Order: 080703088

EMSL Proj:

Analysis Date: 9/14/2007

Report Date: 9/17/2007

Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Location	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
Ceiling Material		White		90% Non-fibrous (other)	10% Chrysotile
080703088-0001		Fibrous			
		Heterogeneous			

Analyst(s)

Todd Miller (1)



or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. Samples reported as <1% or none detected may require additional testing by TEM to confirm asbestos quantities. The limit of detection as stated in the method is 1%. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. The test results contained within this report meet the requirements of NELAP unless otherwise noted. Samples received in good condition unless otherwise noted.

Analysis performed by EMSL Ann Arbor (NVLAP #101040-4)

ASBESTOS ANALYSIS

CHAIN OF CUSTODY RECORD

080703088

Page 1 of 1

Mannik & Smith Group

MAUMEE DEARBORN MONROE

1800 Indian Wood Circle
Maumee, OH 43537
(419) 891-2222
FAX (419) 891-1595

15300 Rotunda, Suite 306
Dearborn, MI 48120
(313) 271-2223
FAX (313) 271-3076

1060 S. Telegraph Rd.
Monroe, MI 48161
(734) 457-2222
FAX (734) 457-2230

PROJECT NUMBER **SAMPLE ID** **DATE** **TIME** **COMPOSITE** **SAMPLE MATRIX** **NUMBER OF CONTAINERS** **REMARKS / SPECIAL INSTRUCTIONS**

RELINQUISHED BY **DATE** **TIME** **SIGNATURE** **RECEIVED BY** **DATE** **TIME** **SIGNATURE** **COOLER TEMP °C/°F** **LABORATORY** **QACOC** **DELIVERY METHOD** **PUSH** **Y/N** **TURNTIME**

Relinquished by: [Signature] Date: 7/13/07 Time: 02:35 Signature: [Signature] Received by: [Signature] Date: [] Time: [] Signature: [] Cooler Temp: [] Laboratory: [] QACOC: [] Delivery Method: [] Push: [] Y/N: [] Turntime: 24h

Sample ID: Ceiling material Date: [] Time: [] Composite: [] Sample Matrix: Ceiling material Number of Containers: 11 Remarks: Please provide 24 hr turn

Received by: [Signature] Date: 7/13/07 Time: 10:55 Signature: [Signature] Cooler Temp: [] Laboratory: [] QACOC: [] Delivery Method: [] Push: [] Y/N: [] Turntime: 24h

HVAC JOINT USE AGREEMENT

Exhibit K

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT (the "Agreement") is entered into between **HEATHERDOWNS PROPERTY HOLDINGS, LLC**, an Ohio limited liability company ("Heatherdowns"), of 1720 Indian Wood Circle, Maumee, Ohio 43537 and **STRANAHAN THEATER PROPERTY HOLDINGS, LLC**, an Ohio limited liability company ("Stranahan"), of 4645 Heatherdowns Boulevard, Toledo, Ohio 43614, effective as of July 2, 2009 (the "Effective Date").

RECITALS; WHEREAS:

A. Heatherdowns and Stranahan entered into a certain Easements and Use Restriction Agreement recorded at Lucas County Official Record _____ and incorporated herein by reference (the "Easement Agreement") affecting their respective parcels of real property described therein;

B. The Temple Building and the Theater Building share certain systems, facilities and utility services;

C. The Parties desire to enter into an agreement to define the Parties rights and obligations with regard to the continued use, operation, maintenance and repair of such systems, facilities and utility services.

NOW, THEREFORE, in consideration of the mutual covenants, premises and the respective representations, warranties, agreements, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree that the foregoing recitals are incorporated herein by reference and as follows:

A. Definitions; Interpretation.

1. Definitions. Except as specifically defined herein, all capitalized terms used in this Agreement shall have the definition ascribed thereto in the Easement Agreement.

2. Interpretation. The foregoing defined terms are equally applicable to both singular and the plural forms of the terms. The words "hereof", "herein" and "hereunder" and works of like import refer to this Agreement as a whole and not to any particular provision.

B. Heating and Air Conditioning Systems.

1. Joint HVAC System. Presently, the boilers and related water circulation pumps ("H System") providing heat for the Temple Building and the Theater

HVAC JOINT USE AGREEMENT

Building are located in the Theater Building. Presently, the water chilling system ("AC System") providing cooling for the Temple Building and the Theater Building is located on the Theater Parcel (collectively, the "HAC System"). A water line and coolant line system connects the HAC System to the Temple Building and the Theater Building. Thermostats to control the temperature of the HAC System are located in the Temple Building and the Theater Building. Each Party controls the temperature of the Party's Building.

2. Utilities.

(a) Payment. Subject to the terms and conditions of this Agreement, Stranahan and Heatherdowns will each pay the cost of the actual utilities consumed by each Party. Subject to the dispute resolution procedure set forth below, Heatherdowns will pay to Stranahan the total amount for all utilities within thirty (30) days after receipt of the billing statement.

(b) New Metering. Within six (6) months of the Effective Date, Stranahan will purchase and install at its sole cost (i) new, separate utility meters on the Stranahan Parcel measuring the natural gas for the HAC System used by the Temple Building and (ii) new equipment to take electrical consumption information from the existing Heatherdowns watt-hour meters and convey it to the measurement software installed. Within six (6) months of the Effective Date, (i) Stranahan will purchase and install at its sole cost a new, separate water utility meter to measure the water consumed by the Temple Building and (ii) Heatherdowns will use best efforts to obtain a separate water billing account with the City of Toledo.

(c) Utility Billing. Stranahan shall create and deliver to Heatherdowns monthly billing statements for each of the utilities billed directly to Stranahan. The billing statements shall set forth or have attached:

- (i) Stranahan Master Utility monthly bills;
- (ii) Meter numbers;
- (iii) Meter reads (start & finish);
- (iv) Reading date(s);
- (v) The net consumption (DCF gas used and delivery charge, electric KWHs and unit costs, exclusive of demand charges other than the contract demand minimum, as measured by the newly installed meters); and
- (vi) Total utility costs for Heatherdowns for the billing period.

(d) Heatherdowns Credit. As of the Effective Date Heatherdowns and Stranahan agree that Heatherdowns will mow the outlying lawns at the Masonic Complex in exchange for Stranahan paying for all utilities consumed by the Temple Building. So long as Heatherdowns continues to mow the outlying lawns of the Masonic Complex, Heatherdowns shall be entitled to a credit against the total cost of utilities consumed by Heatherdowns up to the amount of ten thousand dollars (\$10,000.00) per fiscal year commencing on the Effective Date. Heatherdowns shall not be obligated to continue mowing

HVAC JOINT USE AGREEMENT

the outlying lawns at the Masonic Complex and may cease such services upon thirty (30) days' written notice to Stranahan, at which time the credit shall terminate without proration. The credit in this subparagraph (d) shall only be provided to Heatherdowns during its Ownership of the Temple Building.

3. Maintenance, Repair and Replacement.

(a) HAC System. Stranahan will maintain and repair the HAC System. The cost and expense of such maintenance and repair of the HAC System will be apportioned between Stranahan and Heatherdowns in percentages based on the average cost of the utilities actually consumed by each Party (the "Reimbursement Percentage"). The initial Reimbursement Percentage shall be at the rate of seventeen percent (17%). Commencing with the fifteenth (15th) month after the Effective Date, and annually thereafter, Heatherdowns shall reimburse Stranahan for repairs and maintenance of the HAC System based upon a recalculated Reimbursement Percentage, which shall be determined using billing statement data from the preceding twelve (12) months. Within thirty (30) days after each anniversary of the Effective Date, Stranahan shall submit to Heatherdowns a proposed recalculated Reimbursement Percentage. If Heatherdowns rejects the proposed recalculated Reimbursement Percentage within thirty (30) days after submission by Stranahan, the matter shall be referred to dispute resolution process set forth below. Within thirty (30) days of receipt of an invoice, Heatherdowns will reimburse Stranahan for Heatherdowns' portion of the cost and expense of maintenance and repairs of the HAC System. When the H System or the AC System require replacement, Heatherdowns will be notified in writing of the replacement of the H System or the AC System. The replacement decision shall be predicated on the commercial reasonableness of replacement and will be made by Stranahan in consultation with a qualified commercial heating and air conditioning consultant. Following notice of a decision to replace the H System or AC System, Stranahan will, at its sole cost and expense, construct a new, separate H System or AC System, which shall not be required to service the Temple Building. The Parties will cooperate with each other to coordinate this transition to separate the heating systems or cooling systems, but no Party is required to spend any money to maintain and repair the H System or the AC System after the decision to replace such system. All obligations under this Agreement regarding utilities, maintenance and repair related to the former, replaced H System or AC System terminate when those systems are replaced by a Party's new system. The replacement of one (1) of the H Systems or the AC Systems will not affect the Parties rights and obligations with regard to the H System or AC System that is not replaced.

(b) Balance of Plant. All waterlines, coolant lines, pumps, fans, ductwork, utility lines, meters and facilities related to the HAC System solely on a Party's Property and providing heat or cooling solely to such Party's Building (excepting the HV System and AC System) and utility meters will be maintained, repaired and replaced by that Party, at its sole cost and expense.

C. Fire Suppression System. The Fire Suppression System consists of all fire alarms, fire and smoke detection, fire sprinklers, emergency exits and fire hydrants currently installed and necessary for the fire protection of the Temple Building and the Theater Building as

HVAC JOINT USE AGREEMENT

required by law and insurance standards. Neither Party will take any action which is in any material way adverse to the use and function of the Fire Suppression System. Each Party will maintain, repair and replace those portions of the Fire Suppression System located on their Property in good condition and repair at all times at their sole cost and expense. Neither Party shall have an affirmative duty to maintain, repair and replace the portion of the Fire Suppression System in the other Party's Building or to notify the other Party of any activity reported to the Fire Suppression System. Within six (6) months of the Effective Date, each Party will use best efforts to obtain separate alarm monitors and billing accounts for the Fire Suppression System in its Building, but no Party is required to spend any money in making such efforts. Notwithstanding the foregoing, neither Party shall be required to replace the alarm monitors in the other Party's Building when the alarm monitors require replacement.

D. **Domestic Hot Water Service.** Presently, the domestic hot water boiler providing domestic hot water for the Temple Building and the Theater Building (the "W System") is located in the Theater Building. A domestic hot water line connects the W System to the Temple Building and the Theater Building. When the W System requires replacement, Heatherdowns will be notified in writing of the replacement of the W System. The replacement decision shall be predicated on the commercial reasonableness of replacement and will be made by Stranahan in consultation with a qualified commercial plumbing consultant. Following notice of a decision to replace the H System, Stranahan will, at its sole cost and expense, construct a new separate W System, which shall not be required to service the Temple Building. The Parties will cooperate with each other to coordinate this transition to separate the domestic hot water system, but no Party is required to spend any money to maintain and repair the W System after the decision to replace such system. All obligations under this Agreement regarding utilities, maintenance and repair related to the former W System terminate when that system is replaced by a Party's new system.

E. **Default; Remedies.**

1. **Events of Default.** Subject to the Billing Dispute Resolution procedure set forth herein, any one (1) or more of the following acts by a Party (the "Defaulting Party") will constitute an Event of Default under this Agreement:

(a) nonpayment of any amount within thirty (30) days of when due;

(b) a default in the performance of any obligation or provisions set forth in Paragraph E of this Agreement; or

(c) a default in the performance of any other obligations or provisions of this Agreement which is not remedied within thirty (30) days of written notice by the other Party to the Defaulting Party.

2. **Remedies.** When an Event of Default occurs and the Defaulting Party fails to proceed under the Billing Dispute Resolution provisions of this Agreement, the other Party may take any one or more of the following actions:

HVAC JOINT USE AGREEMENT

- (a) execute, perfect and enforce a Lien against the Property of the Defaulting Party to secure the amount due hereunder;
- (b) obtain a court order enjoining the continued Event of Default or specifically enforcing the performance of the Event of Default;
- (c) the other Party has a license to enter the Defaulting Party's Property and cure the Event of Default at the cost and expense of the Defaulting Property; and
- (d) terminate all or any part of the Defaulting Party's rights under this Agreement.

The remedies provided herein are in addition to and not in substitution for or exclusive of any other rights and remedies to which the Parties are entitled to under this Agreement, the Easement Agreement or at law or in equity. The remedies set forth at subparagraphs (a) and (c) hereof shall only apply to the successors and assigns of Heatherdowns and not to Heatherdowns during its Ownership of the Temple Building.

3. **Billing Dispute Resolution.** In the event that Heatherdowns objects to any utility billing or Reimbursement Percentage proposed by Stranahan under this Agreement, Heatherdowns shall notify Stranahan in writing of its objection within ten (10) days after receipt. Stranahan and Heatherdowns shall have ten (10) days after delivery of the objection by Heatherdowns to resolve the dispute. If the dispute is not resolved, parties agree to submit the dispute to a third party arbitrator to be selected by the parties who shall review written materials submitted by the parties and render a decision. In the absence of agreement on other rules of arbitration, the rules of the American Arbitration Association, Commercial Rules, shall apply. The decision of the arbitrator may be enforced by either party as provided by law. Dispute resolution under this subparagraph 3. shall only be available to the Parties during Heatherdowns' Ownership of the Temple Building.

4. **Expenses.** Interest at the rate of prime plus two (2) percentage points per annum will accrue on any unpaid amount from when due hereunder until paid in full. The Defaulting Party agrees to pay all costs and expenses, including, but not limited to, reasonable attorneys' fees and court costs, incurred by the other Party in connection with the Event of Default or the exercise of the remedies of this Agreement.

E. **Miscellaneous.**

1. **Saving Clause.** In the event any provision or covenant of this Agreement or any of the exhibits referred to herein and incorporated hereby are deemed to be in violation of any federal, state or administrative law, rule, regulation or ordinance, it shall not invalidate or make any unenforceable any other provision hereof.

HVAC JOINT USE AGREEMENT

2. **Binding Effect.** Except to the extent expressly limited herein, this Agreement and all of its provisions shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

3. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.

4. **Amendment.** This Agreement can be amended, modified, revoked or altered only by a written document signed by both Parties.

5. **Notice.** All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by a Party):

(a) If to Heatherdowns: Heatherdowns Property Holdings, LLC
1720 Indian Wood Circle
Maumee, Ohio 43537
Attention: Executive Secretary

with a copy to: Douglas W. King, Esq.
Frederickson, Heintschel & King Co., LPA
405 Madison Avenue, Suite 1212
Toledo, Ohio 43604-1207

(b) If to Stranahan: Stranahan Theater Property Holdings, LLC
4645 Heatherdowns Boulevard
Toledo, Ohio 43614
Attention: Executive Director

with a copy to: Lane D. Williamson, Esq.
Eastman & Smith Ltd.
One SeaGate, 24th Floor
P. O. Box 10032
Toledo, Ohio 43699-0032

6. **Waiver.** A waiver or a breach of any term in this Agreement will not be considered (1) a waiver of a further breach of the same term or (2) a waiver of a breach of any other term or (3) a waiver of either Party's right to declare an immediate or subsequent default.

7. **Assignments.** A Party cannot assign this Agreement or any right or obligation under the Agreement without the prior consent of the other Party, unless such Party's entire interest in its Property is conveyed to another.

HVAC JOINT USE AGREEMENT

8. **Cumulative Remedies.** The remedies provided in this Agreement and all other remedies available at law or in equity are cumulative. A Party who asserts a right or seeks a remedy (other than arbitration) may also assert other rights or seek other remedies.

9. **Titles.** Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret the Agreement.

10. **Building Demolition.** When a Party completes the demolition of its Building as permitted by the Easement Agreement, then this Agreement automatically terminates. Such termination of the Agreement does not relieve a Party of any of its obligations under this Agreement existing at the termination.

11. **Indemnification.** Each Party agrees to defend, indemnify and hold the other Party, and its respective employees, officers, members, trustees and directors, harmless from and against any and all costs, losses, expenses, liens, claims, causes of action, damages or liability, including reasonable attorneys' fees, whatsoever arising out of or in connection with this Agreement. Each Party waives all immunity from suit under Ohio's Workers' Compensation Laws and the Ohio Constitution to the extent necessary to fully indemnify the other Party hereunder.

Heatherdowns and Stranahan have executed this Agreement as of the date set forth below.

STRANAHAN THEATER PROPERTY
HOLDINGS, LLC,
an Ohio limited liability company

By: Stranahan Theater Trust formerly known as
Masonic Toledo Trust

Its: Sole Member

By: _____
James A. Hoffinan

Its: Duly Authorized Trustee

Date: July 2, 2009

HEATHERDOWNS PROPERTY HOLDINGS, LLC
an Ohio limited liability company

By: _____
Gary L. McElfresh

Its: Manager

Date: July 2, 2009

HVAC JOINT USE AGREEMENT

GUARANTY OF JOINT USE AGREEMENT

In consideration of the Joint Use Agreement (the "Agreement") between Heatherdowns and Stranahan, (i) Ancient Accepted Scottish Rite, Valley of Toledo, an Ohio unincorporated association ("AASR"), absolutely, irrevocably and unconditionally guarantees to Stranahan the collection of all of Heatherdowns' indebtedness owed to Stranahan as specified in the Agreement, and (ii) AASR and the Stranahan Theater Trust absolutely and unconditionally guarantee to each other the prompt performance and compliance by each with all of the agreements and obligations provided for in the Agreement at the time and in the manner set forth in the Agreement.

ANCIENT ACCEPTED SCOTTISH RITE,
VALLEY OF TOLEDO,
an Ohio unincorporated association

By: _____
Gary L. McElfresh

Its: Executive Secretary

Date: July 2, 2009

STRANAHAN THEATER TRUST,
formerly known as Masonic Toledo Trust

By: _____
James A. Hoffman

Its: Duly Authorized Trustee

Date: July 2, 2009



800.451.2709

www.schraderauction.com

**29 ACRES IN 6 TRACTS
FORMER MASONIC CENTER**

**COMMERCIAL REAL ESTATE AUCTION
TUESDAY, JUNE 1 • 1PM**

BROKER PARTICIPATION GUIDELINES

Masonic Center Auction

Toledo, Ohio

Tuesday, June 1, 2010

Seller will pay a 2% commission to the appropriately licensed real estate broker whose prospect successfully closes on real estate sold in this auction. The commission is based upon the contract purchase price.

- (1) The prospect must be registered by fax (260-244-4431) or by mail on the provided registration form which must be received at Schrader Real Estate & Auction Co., Inc., P. O. Box 508, Columbia City, IN 46725 by Friday May 28, 2010. The form must include the agent's name, prospect's name and both agent's and prospect's signatures. It must state the broker's license number and federal tax identification number.
- (2) The broker must show the prospect the property and the Broker Registration Form (enclosed) must be completed in its entirety or it will not be accepted.
- (3) The broker must attend and register with the prospect at the auction, bid for or with the prospect, and sign all necessary documents at the auction.
- (4) There must have been no prior contact regarding this property between client and owner or between client and agents for the Seller.
- (5) Commission will be paid by the Auction Company only upon final closing and when the property has been settled for in full by broker's buyer.
- (6) No commission will be paid to any broker or agent participating in the purchase of the property or by any member of the agent's immediate family. An affidavit may be required that the broker is serving only as a broker and not as a principal.
- (7) There can be no exceptions to the procedure and no oral registration will be accepted. Procedures for broker qualifications as herein outlined will be strictly enforced. No one is authorized to make exception to these rules.
- (8) Only the first agent registering a prospective bidder will be honored.
- (9) A complete registration file of all prospects will be maintained.

For further information or if you have any questions, please call 800-451-2709.



800.451.2709

www.schraderauction.com

**29 ACRES IN 6 TRACTS
FORMER MASONIC CENTER**

**COMMERCIAL REAL ESTATE AUCTION
TUESDAY, JUNE 1 • 1PM**

BUYER-BROKER REGISTRATION FORM

MASONIC CENTER, TOLEDO OHIO

JUNE 1, 2010

BROKER INFORMATION

Agent/Broker Name _____ BIDDER # _____
Address _____
City/State/Zip _____
License # _____ Tax Identification #: _____
Telephone: (Office) _____ (Home) _____

Broker/Agent hereby assumes all his duties as Buyer's Broker acting as an agent of the Buyer only and not as a subagent of Schrader Real Estate & Auction Co., Inc. Broker/Agent acknowledges receipt of the "Broker Participation Guidelines" and agrees to abide by the guidelines.

BROKER/AGENT SIGNATURE: _____ Date: _____

CLIENT INFORMATION

Name _____ Phone No: _____
Address: _____
City/State/Zip: _____

Client hereby acknowledges that client will rely entirely on the named Buyer-Broker as his/her agent and is not relying on Schrader Real Estate & Auction Co., Inc. as his/her agent.

CLIENT SIGNATURE _____ Date _____

Fax this form to 260-244-4431 or deliver to Schrader Real Estate & Auction Co., Inc.,
P. O. Box 508, Columbia City, Indiana 46725 by Friday, May 28, 2010.

THIS FORM MUST BE RECEIVED BY MAY 28, 2010 OR IT WILL NOT BE ACCEPTED.



800.451.2709

www.schraderauction.com

**29 ACRES IN 6 TRACTS
FORMER MASONIC CENTER**

**COMMERCIAL REAL ESTATE AUCTION
TUESDAY, JUNE 1 • 1PM**

2009 NATIONAL MARKETING AWARDS



2009 NAA Marketing Competition Grand Champion

Best of Show Photography

Best of Show Advertising/Public Relations.

Record 11 National Awards in the 2009 National Marketing Competition



NATIONAL EXPOSURE



*(40) States in which Schrader
has auctioned property.*

"This is the most advanced, professional marketing process that I have ever seen in any business. It was by far the best method, resulting in the highest dollar, by allowing bidders to openly compete throughout the course of the entire auction, whether they are bidding on an individual tract or a group of tracts."

Steve Rector

DIXON LUMBER COMPANY, INC.

"The real payoff was really today [auction day] with the amount of bidders that showed up—which was significantly more than we anticipated—and a 50% increase in value."

Paul Potter

DETROIT EDISON

"We have had three large sales with Schrader in Ohio and Kentucky, and the sales exceeded our expectations in every case. They do an extremely good job of studying the land and getting it divided in a way that maximizes the price. We've worked with other auction companies, but we're continuing to use Schrader because they do the best job."

Tom Archer

AMERICAN ELECTRIC POWER



**OUR CLIENTS INCLUDE MANY NATIONAL COMPANIES,
BANKS, UTILITIES, AND FOUNDATIONS SUCH AS:**

