

EASEMENTS AND USE RESTRICTION AGREEMENT

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Jeanine Perry
Lucas County Recorder ERSE

THIS EASEMENTS AND USE RESTRICTION AGREEMENT ("Agreement") is entered into between HEATHERDOWNS PROPERTY HOLDINGS, LLC, an Ohio limited liability company. ("Heatherdowns") and STRANAHAN THEATER PROPERTY HOLDINGS, LLC, an Ohio limited liability company ("Stranahan").

RECITALS; WHEREAS:

A. Heatherdowns is the fee simple owner of the developed real property legally described on Exhibit A attached hereto and made a part hereof (the "Heatherdowns Parcel"), on which is located the Temple Building (herein defined) and the Temple Improvements (herein defined);

B. Heatherdowns is the fee simple owner of the vacant real property legally described on Exhibit B attached hereto and made a part hereof (the "East Parcel");

C. Stranahan is the fee simple owner of the approximate 27.655 acre parcel of developed real property legally described on Exhibit C attached hereto and made a part hereof (the "Stranahan Parcel"), on which is located the Theater Building (herein defined) and the Theater Improvements (herein defined);

D. Heatherdowns and Stranahan have developed, operated and used the Temple Building, the Temple Improvements, the Theater Building and the Theater Improvements as the Masonic Complex (herein defined) for many years in a cooperative manner according to a long term-lease agreement and customs and practices now terminated by Heatherdowns and Stranahan; and

E. Heatherdowns and Stranahan desire to enter into this Agreement to establish property rights, terms and conditions for the future use and enjoyment of the Heatherdowns Property (herein defined) and the Stranahan Property (herein defined).

NOW, THEREFORE, in consideration of the mutual covenants, 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:

ARTICLE I
DEFINITIONS; INTERPRETATIONS

A. **Definitions.** The following capitalized terms have the following meanings:

"Access Easement" means the Heatherdowns Access Easement.

"Buildings" means the Temple Building and the Theater Building.

"Easements" means the Heatherdowns Door Easement, the AC Encroachment Easement, the Access Easement, the Building Encroachment Easements, the Common Wall Easement, the Drainage Easement, the East Parcel Easement, the Stranahan Doors Easement and the Utility Easements.

"East Parcel Access Area" means that portion of the Stranahan Parcel legally described on Exhibit D attached hereto and made a part hereof, which includes a two foot (2') Anti-Vehicular Easement that limits the route of ingress and egress on, over and across the East Parcel Access Area.

"Heatherdowns Property" means the Heatherdowns Parcel, the East Parcel, the Temple Building and the Temple Improvements.

"Improvements" means the Temple Improvements and the Theater Improvements.

"Lien" means a lien in the form attached hereto as Exhibit E completed, signed and recorded against a Parcel to secure repayment of an amount owed by the owner of such Parcel.

"Maintain, Repair and Replace" means to maintain, repair and replace tangible property in good working condition and repair, and includes, but is not limited to, general maintenance to structures and systems, snow and ice removal, sweeping, paving, patching, striping, trash removal, plant husbandry, lawn care and other customary upkeep, and the restoration of any such property to its prior condition as a result of such work.

"Masonic Complex" means the Stranahan Property and the Heatherdowns Property.

"Ownership" means that Heatherdowns maintains a majority voting and controlling interest in the entity that holds title to the Heatherdowns Property.

"Parcels" means the Stranahan Parcel and the Heatherdowns Parcel.

"Party" means either Stranahan or Heatherdowns, and their respective successors and assigns.

"Parties" means Stranahan and Heatherdowns, and their respective successors and assigns.

"Properties" means the Stranahan Property and the Heatherdowns Property.

"Stranahan Property" means the Stranahan Parcel, the Theater Building and the Theater Improvements.

"Temple Building" means the building and related improvements and facilities now or hereafter located on the Heatherdowns Parcel.

"Temple Improvements" means the curb cuts, driveways, access roads, service roads, parking lots, sidewalks, outdoor lighting, fire hydrants, landscaping, signage and other improvements located on the Heatherdowns Parcel but not part of the Temple Building.

"Theater Building" means the building and related improvements and facilities now and hereafter located on the Stranahan Parcel.

"Theater Improvements" means the curb cuts, driveways, access roads, service roads, parking lots, sidewalks, outdoor lighting, fire hydrants, landscaping, signage and other improvements located on the Stranahan Parcel but not part of the Theater Building.

B. **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 words of like import refer to this Agreement as a whole and not to any particular provision.

ARTICLE II

EASEMENTS AND USE

A. **Heatherdowns Access Easement.** To the extent required by the amended Special Use Permit (the "SUP") contained in Ordinance 39-09 as approved by the Council of the City of Toledo (the "City") on January 20, 2009, Stranahan grants to Heatherdowns, its successors and assigns, a perpetual, non-exclusive easement on, over and across all curb cuts and driveways on the Stranahan Parcel to, from and between the Heatherdowns Property and the dedicated public rights-of-way adjacent to the Stranahan Property for the purposes of ingress and egress by vehicular travel by Heatherdowns, and its agents, employees, contractors, invitees, tenants and licensees (the "Heatherdowns Access Easement"). No vehicle parking is permitted within the Heatherdowns Access Easement. The Heatherdowns Access Easement automatically terminates and is released from the Stranahan Property without any further act of Heatherdowns if the requirement in the SUP that Stranahan grant Heatherdowns a cross access easement over the Stranahan Property is eliminated in the future. Stranahan may sign and record an affidavit of facts that evidences the termination of the Access Easement.

B. **Utility Easements.** Heatherdowns grants to Stranahan, its successors and assigns, perpetual, non-exclusive easements on, over, under and across those portions of the Heatherdowns Parcel now occupied by water lines, fire hydrants, natural gas lines, electric lines, telecommunications lines, sanitary sewer lines, storm sewer lines and all facilities related thereto for the purposes of installing, relocating, operating, maintaining, repairing and replacing any and all such utility lines and facilities in connection with the supply of water, natural gas, electricity,

telecommunications, sewage disposal and storm water drainage in connection with the use and operation of the Stranahan Property (the "Stranahan Utility Easements"). Stranahan grants to Heatherdowns, its successors and assigns, perpetual, non-exclusive easements on, over, under and across those portions of the Stranahan Parcel now occupied by water lines, (specifically including all water lines servicing the Temple Building through the Theatre Building), fire hydrants, natural gas lines, electric lines, telecommunications lines, sanitary sewer lines and storm sewer lines and all facilities related thereto for the purposes of installing, relocating, operating, maintaining, repairing and replacing any and all such utility lines and facilities in connection with the supply of water, natural gas, electricity, telecommunications, sewage disposal and storm water drainage in connection with the use and operation of the Heatherdowns Property (the "Heatherdowns Utility Easements").

C. **East Parcel Access Easement.** Stranahan grants to Heatherdowns, its successors and assigns, a perpetual, non-exclusive easement on, over and across the East Parcel Access Area to and from the dedicated public right-of-way now known as Heatherdowns Boulevard and the East Parcel for the purposes of ingress and egress by vehicular travel and pedestrian travel by Heatherdowns and its agents, employees, contractors, invitees, tenants and licensees (the "East Parcel Easement"). The East Parcel Easement automatically terminates and is released from the Stranahan Property without any further act of Heatherdowns if a curb cut is obtained for all or any part of the East Parcel. Stranahan may sign and record an affidavit of facts that evidences the termination of the East Parcel Easement. Heatherdowns, its successors and assigns, shall use reasonable efforts to obtain a curb cut when a site plan, or other development plan, for all or any part of the East Parcel is submitted for review and approval by the City.

D. **Encroachment Easements.** Stranahan grants to Heatherdowns, its successors and assigns, an easement in, over and upon an approximate twenty feet (20') by ten foot (10') part of the Stranahan Parcel occupied by a maintenance building and salt storage shed located on the boundary of the Heatherdowns Parcel and the Stranahan Parcel for the purpose of continuing such encroachment (the "Building Encroachment Easement"). Upon the voluntary or involuntary removal of this encroachment, the Building Encroachment Easement automatically terminates and is released from the Stranahan Property without any further act of Heatherdowns. Heatherdowns grants to Stranahan, its successors and assigns, an easement in, over and upon an approximate thirty feet (30') by 30 foot (30') area of the Heatherdowns Parcel occupied by an air conditioning unit located south of the Temple Building on the Heatherdowns Parcel for the purpose of continuing such encroachment for the purposes of relocating, operating, maintaining and repairing the air conditioning unit, and related facilities (the "AC Encroachment Easement"). Upon the voluntary or involuntary removal of this encroachment, the AC Encroachment Easement automatically terminates and is released from the Heatherdowns Property without any further act of Stranahan. Heatherdowns may sign and record an affidavit of facts that evidences the termination of the AC Encroachment Easement.

E. **Drainage Easement.** Heatherdowns grants to Stranahan, its successors and assigns, a perpetual, non-exclusive easement in, over and across those portions of the Heatherdowns Parcel now or hereafter occupied by storm water lines, drainage and retention facilities and improvements for the purpose of storm water drainage from the Stranahan Property, including, the

right to install a new underground storm water discharge pipe across the southerly one hundred (100) feet of the Heatherdowns Parcel to the public ditch located thereon (the "Drainage Easement"). Stranahan shall repair and restore to its original condition all portions of the Drainage Easement damaged by Stranahan. Except for Stranahan's reasonable use of the Drainage Easement, neither Party will alter the topography of or the Improvements on its Parcel or otherwise disrupt or hinder the flow of surface storm water across its respective Properties which in any way creates unreasonable surface storm water flow to the other Party's Parcel.

F. Common Wall Easement.

1. Easement. To the extent that the Common Wall (herein defined) exists, Heatherdowns and Stranahan grant to the other Party, and their successors and assigns, a non-exclusive easement for the maintenance, repair and replacement of a common structural wall connecting the Temple Building and the Theater Building (the "Common Wall") located on or near the common east-west boundary line between the Heatherdowns Parcel and the Stranahan Parcel (the "Common Wall Easement"). Any doors or entrances in the Common Wall shall remain, but shall be designated by both Parties as emergency exits only except as regulated by applicable law. No additional openings in or extensions of the Common Wall are permitted.

2. Building Demolition. Either Party may demolish its Building connected to the Common Wall after providing the other Party at least ninety (90) days' prior written notice of such demolition. Neither Party may demolish or damage the Common Wall. The Party demolishing its Building connected to the Common Wall will provide the other Party its plans and specifications to maintain the structural integrity of the Common Wall (the "Demolition Plans"). The other Party will have thirty (30) days to approve or object to the Demolition Plans. Any objection to the Demolition Plans must be in writing and commercially reasonable. If no objection to the Demolition Plans is received within such time, then the Demolition Plans are deemed approved. The party demolishing its Building shall submit the Demolition Plans to all governmental and private entities having jurisdiction over the proposed demolition and shall obtain all necessary permits and approvals. The Party demolishing its Building shall make available to the other Party as much of the fascia stone as can be reasonably removed from the Building to be demolished. All costs and expenses associated with the completion of the work required by the Demolition Plans, including without limitation, the replacement of the fascia stone on the Common Wall, will be paid solely by the demolishing Party.

G. Door Easements.

1. Stranahan Doors Easement. Heatherdowns grants to Stranahan, its successors and assigns, a perpetual, non-exclusive easement on, over and across the parking area and driveway on the Heatherdowns Parcel to provide access to and from the overhead door and exit doors on the southwest side of the Theater Building by Stranahan, its agents, employees, contractors, invitees, tenants and licensees (the "Stranahan Doors Easement").

2. Heatherdowns Door Easement. Stranahan grants to Heatherdowns, its successors and assigns, a perpetual, non-exclusive easement on, over and across that portion of

the Stranahan Parcel adjacent to the exit door on the southeast side of the Temple Building to provide access to and from such exit door by Heatherdowns and its agents, employees, contractors, invitees, tenants and licensees (the "Heatherdowns Door Easement").

H. **Maintenance and Repair.**

1. **Joint Responsibility.** Each Party will Maintain, Repair and Replace, at its own cost and expense, the Temple Building and the Theater Building, the Improvements, the Common Wall on its Parcel, utility lines and facilities and storm water lines and facilities located in or on the Easements and on each Party's respective Parcel (collectively, herein the "Common Facilities"). To the extent a Party does not timely Maintain, Repair and Replace the Common Facilities on its respective Parcels, then the other Party has the right to do so as provided in Article II, paragraph I. hereof. The duty to Maintain, Repair and Replace the Temple Building shall be limited to the exterior of the Temple Building during Heatherdowns' Ownership of the Temple Building. The duty to Maintain, Repair and Replace the Temple Improvements shall only apply to the successors and assigns of Heatherdowns and not to Heatherdowns during its Ownership of the Heatherdowns Parcel, the East Parcel, or the Temple Building. Notwithstanding the foregoing, and subject to the terms and conditions of this Agreement, either Party may remove, permanently or temporarily, the Buildings and Improvements on their respective Parcels, or any part thereof.

2. **Negligence.** Notwithstanding the foregoing, any Maintenance, Repair or Replacement of any Common Facilities in any Easement necessitated by the negligence or intentional acts of a Party, or their respective agents, employees, contractors, customers, invitees or licensees, shall be at the sole cost and expense of such Party.

3. **Temporary Easement.** Each Party grants to the other Party temporary easements in and over the other Party's Property for the limited purpose of discharging their responsibilities under this Article II, Paragraphs H. and I.

I. **Remedies.**

1. **Right to Cure.** If either Party fails to perform its obligations to Maintain, Repair and Replace as required by this Agreement, and the other Party's use of the Easements is materially interfered with as a result of such failure, then the other Party may, after not less than thirty (30) days' written notice specifying the failure, or less time in the event of an emergency, perform the Maintenance, Repair and Replacement of the non-performing Party (the "Cure"). The cost and expense of any Cure shall be paid by the non-performing Party to the other Party within thirty (30) days of receipt of an invoice therefor. Interest at the rate of prime plus two (2) percentage points per annum will accrue on any Cure cost not paid in full when due. All costs and expenses to collect the Cure cost and interest, including, without limitation, reasonable attorneys' fees, will be paid by the Party owing the amount.

2. **Lien.** The Party providing the Cure may, any time after the cost of the Cure is due, file a Lien to secure payment of the unpaid cost of the Cure and interest. All costs and

expenses, including, but not limited to, reasonable attorneys' fees to prepare, record, and enforce the Lien will be paid by the non-performing Party. The Lien may be enforced and foreclosed in the manner as a mortgage against real property under the foreclosure laws and rules of Ohio. In any foreclosure sale, the Party holding the Lien may purchase the foreclosed Property and offset the amount of the Lien against the foreclosure price. The remedy set forth in this subparagraph 2. hereof shall only apply to the successors and assigns of Heatherdowns. The remedy set forth in this subparagraph 2. hereof shall not apply to Heatherdowns during its Ownership of the Heatherdowns Parcel, the East Parcel or the Temple Building.

J. Miscellaneous Easement and Use Terms.

1. **Joint Use.** The Parties intend the Access Easement and the Utility Easements to provide convenient use of the Properties without making the use of any of the Parcels dependent on the others and without unduly interfering with the future uses and development of the Parcels. The Parties have joint and equal access to, and enjoyment of, all parts of the Access Easement and the Utility Easements. Neither Party shall exercise its rights with respect to the Access Easement or the Utility Easements to the exclusion of the other Party or to such an extent that it will have the effect of materially interfering with the rights of the other Party therein. Notwithstanding the foregoing, the Parties reserve the right to use their Parcels in any manner which does not materially interfere with the other Party's use and enjoyment of the Easements.

2. **Insurance.** The Parties will maintain, at their own cost and expense, commercial general public liability insurance and property damage insurance covering any injury, death or property damage occurring in, on or about the Party's Property as a result of such Party's use of the Easements or work associated with the Demolition Plans for any loss or damage caused by any of the perils covered by any insurance policy. Each Party hereby waives all claims, causes of action and rights of recovery against the other Party, and its respective officers, employees, agents, contractors, successors and assigns, for any loss or damage occurring to the Properties or any fixtures, trade fixtures, merchandise and personal property of any kind located in and about the same and any business interruption loss or rent loss resulting from all perils covered by insurance regardless of cause or origin, including the negligence of either Party, its respective officers, employees, agents, contractors, invitees, customers, successors and assigns. Each of the Parties agrees to obtain from its respective insurance carriers endorsements to such policies of insurance waiving the right of subrogation of the insurance carrier relating to any property damage coverage. However, any such policy or policies will not be invalidated in whole or in part by reason of this subrogation. The Parties agree to furnish to one another certificates of insurance evidencing the other Party as a co-insured with respect to their general liabilities policies in such forms as are recommended by their respective insurance carriers to provide coverage to one another as a result of the Easements.

3. **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 or use of the Easements by itself, its respective agents, employees, contractors, customers, invitees,

visitors, tenants or licensees, whether causing or resulting in injuries or death to persons or damage to property, including the property of the indemnified Party. 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.

4. **Easements Running with the Land.** Each Party represents and warrants to the other Party it is the owner of the Party's Parcel and has full power and authority to convey the Easements and rights created by this Agreement. Each Party warrants and will defend the same against all claims and demands, subject, however, to the legal highways, easements, restrictions and covenants of record and real estate taxes and assessments. The Easements and the covenants, rights and obligations set forth in this Agreement shall run with the land known as the Heatherdowns Parcel and the Stranahan Parcel, and shall be binding on and inure to the benefit of the Heatherdowns Property and the Stranahan Property, and each part thereof and each successive owner thereof.

5. **Relocation Right.** Each Party may modify, replace, relocate or construct any Common Facilities on any of the Party's Parcels provided (1) the rights of the other Party in and to the Easements continues without material interference or (2) an affected Easement is relocated by the execution and amendment of the affected Easement as provided in this subparagraph 5. and the affected Improvements and utility lines and facilities and storm water lines and facilities are restored to the condition that existed on the date of such relocation. Further, a Party shall obtain at its sole cost and expense a metes and bounds legal description of any part of the Parcels affected by any of the Easements, and the other Party will agree to execute an amendment to the Easement or a new document for the Easement incorporating such new legal description.

ARTICLE III **USE RESTRICTIONS**

A. **General Plan.** The Parties acknowledge the present development and use of the Stranahan Property as an entertainment and public assembly facility. Heatherdowns agrees the current and future use of the Heatherdowns Property will be reasonably consistent with the use of the Stranahan Property. In order to provide for a general plan for the development and usage of the Properties, the Parties, for their mutual benefit, protection and advantage, agree to establish use restrictions against their respective Properties necessary to make the Heatherdowns Property and the Stranahan Property more valuable and to ensure the full use and enjoyment thereof for their intended purposes.

B. **Use Restrictions.** During the term of this Agreement the Properties may not be used for any of the following purposes whatsoever:

1. an adult type bookstore, video store or other establishment selling or exhibiting pornographic materials;
2. an adult entertainment facility, including, but not limited to nude or semi-nude entertainment;
3. a massage parlor; or

4. a mobile home or trailer court, labor camp, junkyard or stockyard.

ARTICLE IV
MISCELLANEOUS

A. **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.

B. **Binding Effect.** 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. Except as specifically provided herein, there are no intended third party beneficiaries to this Agreement.

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

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

E. **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: President
- 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 HeatherdownsBoulevard
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

F. **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.

G. **Assignments.** Either Party may assign this Agreement or any right or obligation under this Agreement or any Easement without the consent of the other Party to any third party which has acquired title to all or part of any of the Properties.

H. **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.

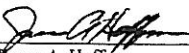
I. **Titles.** Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret the Agreement.

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

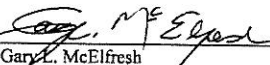
Its: Sole Member

By: 
James A. Hoffman

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

STATE OF OHIO)
)ss:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this 2nd day of July, 2009 by James A. Hoffman as duly authorized trustee of Stranahan Theater Trust formerly known as Masonic Toledo Trust, Sole Member of Stranahan Theater Property Holdings, LLC, an Ohio limited liability company, on behalf of the limited liability company.

Paula Vorisek
Notary Public
My commission Expires: _____

STATE OF OHIO)
)ss:
COUNTY OF LUCAS)



PAULA VORISEK
Notary Public - State of Ohio
My Commission Expires Oct 20, 2012

The foregoing instrument was acknowledged before me this 2nd day of July, 2009 by Gary L. McElfresh as Manager of Heatherdowns Property Holdings, LLC, an Ohio limited liability company, on behalf of the company.

Paula Vorisek
Notary Public
My commission Expires: _____

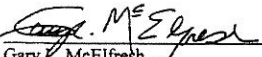


PAULA VORISEK
Notary Public - State of Ohio
My Commission Expires Oct 20, 2012

GUARANTY OF EASEMENTS AND USE RESTRICTION AGREEMENT

In consideration of the Easements and Use Restriction Agreement between Heatherdowns and Stranahan (the "Agreement"), Ancient Accepted Scottish Rite, Valley of Toledo, an Ohio unincorporated association, and the Stranahan Theater Trust, absolutely, irrevocably and unconditionally guarantee to each other (i) the collection of all of the indebtedness each owes to the other as identified in the Agreement and (ii) 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.

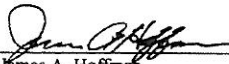
ANCIENT ACCEPTED SCOTTISH RITE,
VALLEY OF TOLEDO,
an Ohio unincorporated association

By: 
Gary E. 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

This instrument prepared by
and after recording return to:
Lane D. Williamson, Esq.
EASTMAN & SMITH LTD.
One SeaGate, 24th Floor
P.O. Box 10032
Toledo, Ohio 43699-0032



Civil Engineers & Surveyors
234 North Erie Street
Toledo, OH 43604
419-255-4111 fax 255-4112

established 1916
Matthew D. Lewandowski P.L.S.
John R. Lewandowski P.E., P.L.S., 1923-1995
Louis Lewandowski P.E., P.L.S., 1894-1983

Prior Deed: D.V. 1921, P.481
Parcel: 21-00727, 21-00744
LE Survey: 42650

Legal Description, Remainder One (1) with Out Parcel: Being part of the Northeast quarter of Section 25, Town 2, United States Reserve of Twelve Miles Square at the foot of the rapids of the Miami, City of Toledo, Lucas County, Ohio, bounded and described as follows:

Commencing at a 1" iron bar monument found at the intersection of the centerlines of Heatherdowns Boulevard, so called, and Cass Road, so called, said point being the North Quarter Post of Section 25, Town 2 USR, and said point also being the true point of beginning.

Thence South 88 degrees, 04 minutes, 23 seconds East, along the North line of the Northeast quarter of Section 25, and said line also being the centerline of Heatherdowns Boulevard, a distance of 827.17 feet to a point.

Thence South 01 degree, 55 minutes, 37 seconds West along a line that is perpendicular to the centerline of Heatherdowns Boulevard, passing a 1/2" galvanized steel pipe set at 50.00 feet, an overall distance of 1,160.32 feet to a 1/2" galvanized steel pipe set on the North right-of-way of the Ohio Turnpike as recorded in Plat Volume 50, pages 15 and 16.

Thence North 87 degrees, 37 minutes, 25 seconds West along the North right-of-way of the Ohio Turnpike, a distance of 736.48 feet to a point of curvature in said right-of-way.

Thence traversing an arc to the right along the North right-of-way of the Ohio Turnpike, said arc having a radius of 6,760.50 feet, a central angle of 0 degrees, 19 minutes, 45 seconds, a tangent length of 19.42 feet, a chord bearing of North 87 degrees, 27 minutes, 31 seconds West, a chord distance of 38.85 feet, and an arc length of 38.85 feet to a point on the East right-of-way of Cass Road.

Thence North 00 degrees, 50 minutes, 31 seconds East along the East right-of-way of Cass Road, a distance of 550.18 feet to a found iron bar.

Thence North 88 degrees, 01 minute, 23 seconds West, a distance of 30.00 feet to a point on the centerline of Cass Road.

Thence North 00 degrees, 50 minutes, 30 seconds East along the centerline of Cass Road, a distance of 604.12 feet to the true point of beginning.

Containing 927,977.97 square feet or 21.303 acres of land, of which 19,812.89 square feet or 0.455 acres of land are within the public road right-of-way of Heatherdowns Boulevard, and 37,787.66 square feet or 0.867 acres are within the public road right-of-way of Cass Road at the Out Parcel. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. All 1/2" galvanized steel pipe set are capped with the company name and PLS No. 7476. This legal description is based upon a field survey prepared by Lewandowski Engineers on June 16, 2009.



Legal Description Prepared by

Matthew D. Lewandowski, P.L.S.
Registered Surveyor, State of Ohio No. 7476

site development
wetland delineation
sewage treatment
storm drainage
pavements
geotechnical design
construction supervision
surveys



Civil Engineers & Surveyors
234 North Erie Street
Toledo, OH 43604
419-255-4111 fax 255-4112

Prior Deed: D.V. 1921, P. 481
Parcel: 21-00744
LE Survey: 42650

established 1916
Matthew D. Lewandowski P.L.S.
John R. Lewandowski P.E., P.L.S., 1923-1995
Louis Lewandowski P.E., P.L.S., 1894-1983

Legal Description, Remainder Two (2): Being part of the Northeast quarter of Section 25, Town 2, United States Reserve of Twelve Miles Square at the foot of the rapids of the Miami, City of Toledo, Lucas County, Ohio, bounded and described as follows:

Commencing at a 1" iron bar monument found at the intersection of the centerlines of Heatherdowns Boulevard, so called, and Cass Road, so called, and said point being the North Quarter Post of Section 25, Town 2 USR.

Thence South 88 degrees, 04 minutes, 23 seconds East, along the North line of the Northeast quarter of Section 25, and said line also being the centerline of Heatherdowns Boulevard, a distance of 1,857.17 feet to the true point of beginning.

Thence continuing South 88 degrees, 04 minutes, 23 seconds East along the centerline of Heatherdowns Boulevard, a distance of 347.24 feet to a point on a line that is perpendicular to the centerline of Heatherdowns Boulevard.

Thence South 01 degree, 55 minutes, 37 seconds West along a line that is perpendicular to the centerline of Heatherdowns Boulevard, a distance of 495.00 feet to an iron bar found on a line that is parallel with and 495.00 feet distant from the centerline of Heatherdowns Boulevard.

Thence North 88 degrees, 04 minutes, 23 seconds West along a line that is parallel with and 495.00 feet distant from the centerline of Heatherdowns Boulevard, a distance of 35.00 feet to an iron bar found on a line that is perpendicular to the centerline of Heatherdowns Boulevard.

Thence South 01 degree, 55 minutes, 37 seconds West along a line that is perpendicular to the centerline of Heatherdowns Boulevard, a distance of 685.84 feet to a point on the North right-of-way of the Ohio Turnpike as recorded in Plat Volume 50, pages 15 and 16. From said point an iron bar can be found 0.21 feet South and 0.12 feet East.

Thence North 87 degrees, 37 minutes, 25 seconds West along the North right-of-way of the Ohio Turnpike, a distance of 312.25 feet to a 1/2" galvanized steel pipe set on a line that is perpendicular to the centerline of Heatherdowns Boulevard.

Thence North 01 degree, 55 minutes, 37 seconds East along a line that is perpendicular to the centerline of Heatherdowns Boulevard, passing a magnetic nail set at 1,128.40 feet, an overall distance of 1,178.40 feet to the true point of beginning.

Containing 385,648.55 square feet or 8.853 acres of land, of which 17,361.47 square feet or 0.399 acres are within the public road right-of-way. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. All 1/2" galvanized steel pipe set are capped with the company name and PLS No. 7476. This legal description is based upon a field survey prepared by Lewandowski Engineers on June 16, 2009.



Legal Description Prepared by

Matthew D. Lewandowski, P.L.S.
Registered Surveyor, State of Ohio No. 7476

site development
wetland delineation
sewage treatment
storm drainage
pavements
geotechnical design
construction supervision
surveys

Exhibit C

Legal Description
Order No. 00109994

Being Part of Section 25, Town 2, United States Reserve of Twelve Miles Square at the Foot of the Rapids of the Miami, City of Toledo, Lucas County, Ohio, bounded and described as follows:

Commencing at a 1" inch iron bar monument found at the intersection of the centerlines of Heatherdowns Boulevard, so called, and Cass Road, so called, and said point being the North Quarter Post of Section 25, Town 2, United States Reserve.

Thence South 88 degrees, 04 minutes, 23 seconds East, along the North line of the Northeast Quarter of Section 25, and said line also being the centerline of Heatherdowns Boulevard, a distance of 827.17 feet to the true point of beginning.

Thence continuing South 88 degrees, 04 minutes, 23 seconds East, along the North line of the Northeast Quarter, a distance of 1,030.00 feet to a point.

Thence South 01 degrees, 55 minutes, 37 seconds West, along a line that is perpendicular to the centerline of Heatherdowns Boulevard, and passing a 1/2" galvanized steel pipe set at 50.00 feet, an overall distance of 1178.40 feet to a 1/2" galvanized steel pipe set on the North right-of-way of the Ohio Turnpike.

Thence North 87 degrees, 37 minutes, 25 seconds West, along the North right-of-way of the Ohio Turnpike, a distance of 534.48 feet to a magnetic nail found at a point of deflection in said right-of-way.

Thence North 02 degrees, 22 minutes, 35 seconds East, along the North right-of-way of the Ohio Turnpike, a distance of 10.00 feet to a found iron bar at a point of deflection in said right-of-way.

Thence North 87 degrees, 37 minutes, 25 seconds West, along the North right-of-way of the Ohio Turnpike, a distance of 495.63 feet to a 1/2" galvanized steel pipe set.

Thence North 01 degrees, 55 minutes, 37 seconds East, along a line that is perpendicular to the centerline of Heatherdowns Boulevard, and passing a 1/2" galvanized steel pipe set at 1,110.32 feet, an overall distance of 1,160.32 feet to the true point of beginning.

Containing 1,204,634.35 square feet or 27.655 acres of land, of which 51,500 square feet or 1.182 acres of land are within the public road right-of-way.

Bearings shown hereon are based upon an assumed meridian and are for the sole purpose of determining angular measurement. All 1/2" galvanized steel pipe set are marked with the company name and PLS #7476. This description is based upon a field survey prepared by Lewandowski Engineers on October 19, 2008.

Civil Engineers & Surveyors
234 North Erie Street
Toledo, OH 43604
419-255-4111 fax 255-4112

Prior Deed: D.V. 1921, P. 481
Parcel: 21-00744
LE Survey: 42650

established 1916
Matthew D. Lewandowski P.L.S.
John R. Lewandowski P.E., P.L.S., 1922-1995
Louis Lewandowski P.E., P.L.S., 1894-1983

Legal Description, Ingress/Egress Easement: Being part of the Northeast quarter of Section 25, Town 2, United States Reserve of Twelve Miles Square at the foot of the rapids of the Miami, City of Toledo, Lucas County, Ohio, bounded and described as follows:

Commencing at a 1" iron bar monument found at the intersection of the centerlines of Heatherdowns Boulevard, so called, and Cass Road, so called, and said point being the North Quarter Post of Section 25, Town 2 USR.

Thence South 88 degrees, 04 minutes, 23 seconds East, along the North line of the Northeast quarter of Section 25, and said line also being the centerline of Heatherdowns Boulevard, a distance of 1,802.98 feet to a point on a line that is perpendicular to the centerline of Heatherdowns Boulevard.

Thence South 01 degree, 55 minutes, 37 seconds West along a line that is perpendicular to the centerline of Heatherdowns Boulevard, a distance of 50.00 feet to the true point of beginning on the South right-of-way of Heatherdowns Boulevard.

Thence South 88 degrees, 04 minutes, 23 seconds East along said right-of-way, a distance of 52.19 feet to a point on a line that is perpendicular to the centerline of Heatherdowns Boulevard.

Thence South 01 degree, 55 minutes, 37 seconds West along said line, a distance of 140.00 feet to a point on a line that is parallel with and 190.00 feet distant from the centerline of Heatherdowns Boulevard.

Thence South 88 degrees, 04 minutes, 23 seconds East along said line, a distance of 2.00 feet to a point on a line that is perpendicular to the centerline of Heatherdowns Boulevard.

Thence South 01 degree, 55 minutes, 37 seconds West along said line, a distance of 110.00 feet to a point on a line that is parallel with and 300.00 feet distant from the centerline of Heatherdowns Boulevard.

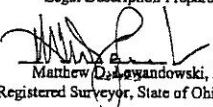
Thence North 88 degrees, 04 minutes, 23 seconds West along said line, a distance of 50.00 feet to a point on a line that is perpendicular to the centerline of Heatherdowns Boulevard.

Thence North 01 degree, 55 minutes, 37 seconds East along said line, a distance of 240.92 feet to a point.

Thence North 22 degrees, 49 minutes, 50 seconds West, a distance of 10.00 feet to the true point of beginning.

Containing 12,239.01 square feet or 0.281 acres of land. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. This legal description is based upon a field survey prepared by Lewandowski Engineers on June 30, 2009.



Legal Description Prepared by

Matthew D. Lewandowski, P.L.S.
Registered Surveyor, State of Ohio No. 7476

site development
wetland delineation
sewage treatment
storm drainage
pavements
geotechnical design
construction supervision
surveys

LE LEWANDOWSKI ENGINEERS

Civil Engineers & Surveyors
234 North Erie Street
Toledo, OH 43604
419-255-4111 fax 255-4112

established 1916

Matthew D. Lewandowski P.L.S.
John R. Lewandowski P.E., P.L.S., 1922-1995
Louis Lewandowski P.E., P.L.S., 1894-1983

Prior Deed: D.V. 1921, P. 481
Parcel: 21-00744
LE Survey: 42650

Legal Description, 2' Anti-Vehicular Easement: Being part of the Northeast quarter of Section 25, Town 2, United States Reserve of Twelve Miles Square at the foot of the rapids of the Miami, City of Toledo, Lucas County, Ohio, bounded and described as follows:

Commencing at a 1" iron bar monument found at the intersection of the centerlines of Heatherdowns Boulevard, so called, and Cass Road, so called, and said point being the North Quarter Post of Section 25, Town 2 USR.

Thence South 88 degrees, 04 minutes, 23 seconds East, along the North line of the Northeast quarter of Section 25, and said line also being the centerline of Heatherdowns Boulevard, a distance of 1,802.98 feet to a point on a line that is perpendicular to the centerline of Heatherdowns Boulevard.

Thence South 01 degree, 55 minutes, 37 seconds West along a line that is perpendicular to the centerline of Heatherdowns Boulevard, a distance of 50.00 feet to a point on the South right-of-way of Heatherdowns Boulevard.

Thence South 88 degrees, 04 minutes, 23 seconds East along said right-of-way, a distance of 52.19 feet to the true point of beginning.

Thence continuing South 88 degrees, 04 minutes, 23 seconds East along said right-of-way, a distance of 2.00 feet to a magnetic nail set on a line that is perpendicular to the centerline of Heatherdowns Boulevard.

Thence South 01 degree, 55 minutes, 37 seconds West along said line, a distance of 140.00 feet to a point on a line that is parallel with and 190.00 feet distant from the centerline of Heatherdowns Boulevard.

Thence North 88 degrees, 04 minutes, 23 seconds West along said line, a distance of 2.00 feet to a point on a line that is perpendicular to the centerline of Heatherdowns Boulevard.

Thence North 01 degree, 55 minutes, 37 seconds East along said line, a distance of 140.00 feet to the true point of beginning.

Containing 280.00 square feet or 0.006 acres of land. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. This legal description is based upon a field survey prepared by Lewandowski Engineers on June 30, 2009.



Legal Description Prepared by

Matthew D. Lewandowski
Matthew D. Lewandowski, P.L.S.
Registered Surveyor, State of Ohio No. 7476

site development
wetland delineation
sewage treatment
storm drainage
patents
geotechnical design
construction supervision
surveys

EXHIBIT E

CERTIFICATE OF LIEN

_____, whose address is _____
(the "Cure Party"), pursuant to its authority under the Easements and Use Restriction Agreement
recorded at Lucas County Official Record _____ (the "Agreement") claims a lien
for unpaid costs and expenses in the amount of \$ _____ (the "Cure Cost") against the real
property owned by _____ (the "Defaulting Party"), whose
address is _____, and legally described as:

Parcel No. _____

(the "Real Property").

In addition to the Cure Cost, the Cure Party is entitled to (a) interest at the rate of
prime plus two percentage points per annum and (b) costs and expenses incurred by the Cure
Party in connection with the collection of the Cure Cost, including without limitation, reasonable
attorneys' fees and court costs.

Cure Party:

By: _____

Its: _____

Date: _____

STATE OF OHIO)
) ss:
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2009, by _____, as an authorized member of
_____, on behalf of _____.

(SEAL)

Notary Public
My Commission Expires: _____

This instrument was prepared by
and after recording return to:

