AIRPORT SQUARE

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CROSS-PARKING, ACCESS, UTILITY EASEMENTS
AND RESTRICTIVE COVENANTS AGREEMENT

THIS CROSS-PARKING, ACCESS, UTILITY EASEMENTS
AND RESTRICTIVE COVENANTS AGREEMENT ("Agreement") made and
entered into effective this 29th day of September, 1986, by and be-
tween AIRPORT SQUARE INVESTORS, an Ohio general partnership,
3103 Executive Parkway, Suite 110, Toledo, Ohio 43606 ("Airport")
and FRETTER, INC., a Michigan corporation, 35901 Schoolcraft Road,
Livonia, Michigan 48150 ("Fretter"), singularly and collectively
referred to herein as "Party" and "Parties", respectively.

Witnesseth that:

WHEREAS, Airport warrants that it is the owner of certain
real estate located in the City of Toledo, County of Lucas and State
of Ohio ("Airport's Property"), which is legally described on Exhibit
"A" attached hereto and which is more particularly outlined in red on
the site plan attached hereto as Exhibit "B" and made a part hereof
("Plan"); and

WHEREAS, Fretter took title to certain real estate located in
the City of Toledo, County of Lucas and State of Ohio adjacent to
Airport's Property under deed recorded at Microfiche 86-402604
of the Lucas County, Ohio Deed Records ("Fretter's Property"),
which is more particularly described on Exhibit "C" attached hereto
and made a part hereof and outlined in green on the Plan; said
Fretter's Property and Airport's Property being sometimes collectively
called herein (the "Shopping Center"); and

WHEREAS, Airport and Fretter desire to establish certain
utility easements, access/egress and cross-parking rights and obliga-
tions over, under, on and across their respective above-described
properties.

NOW, THEREFORE, in consideration of the foregoing cove-
nants and the covenants hereinafter contained, the adequacy and
sufficiency of which are hereby acknowledged, Airport and Fretter hereby covenant and agree as follows:

ARTICLE I

Section 1.1 The Parties hereby establish for the mutual benefit and burden of Airport's Property and Fretter's Property, respectively, non-exclusive perpetual cross-easements for parking purposes and for unobstructed pedestrian and vehicular use and passage by the Parties, their agents, contractors, employees, tenants, invitees and licensees, on, over and across all parking spaces, entrances, exits, driveways and rights-of-way shown and depicted on the Plan ("Easement Areas"). The parties further agree that except for Lot No. 1 of the Shopping Center, which is being developed with a building at the sole discretion of Airport, there shall be no substantive changes to the Plan without the prior written consent of both Airport and Fretter, which consent or consents, as the case may be, shall not be unreasonably withheld.

Section 1.2 Airport hereby grants to Fretter for the benefit of Fretter's Property, the perpetual right to connect and use a certain water line, sanitary sewer line and a certain storm sewer line presently existing and/or in the process of being installed on Airport's Property, as same is shown on a utility plan attached hereto as Exhibit "D" (the "Utility Plan") which by this reference is made a part hereof. Airport agrees to maintain and service said sanitary sewer and storm sewer lines so as to ensure continuous use by Fretter of same pursuant to these easements, except for situations or problems with said lines which arise from Fretter's use and/or connection to the lines. Fretter, by accepting the grants of this Agreement, agrees to indemnify and hold Airport harmless from any and all claims, demands, damages and expenses, including reasonable attorneys' fees, related to Fretter's use and/or connection with the water line, sanitary sewer line and/or storm sewer line.
Section 1.3 Nothing herein contained shall be a gift or dedication of any portion of the Easement Areas to the general public or for any public purpose, it being the intention of the parties that the easements granted hereunder be strictly limited to the purposes herein expressed. Notwithstanding any other provisions herein to the contrary, the Parties hereto may periodically restrict ingress and egress to their respective above-described properties in order to prevent a prescriptive easement from arising thereon by reason of continued public use of either Airport's Property or Frett's Property, respectively. Any restriction on ingress and egress shall be limited to the minimum time period necessary to prevent the creation of a prescriptive easement and shall occur at such time as to have minimum effect on the construction or operation of Airport's Property or Frett's Property.

Section 1.4 Frett, in accepting the grants of this Agreement, hereby understands and acknowledges that Airport has, and will, pursuant to certain agreements, including, but not limited to, certain Lease Agreements with Child World, Inc. ("Child World") and Folands, Inc. granted, or will grant, to said Child World, Folands, Inc. and others, similar non-exclusive perpetual access/egress and parking rights and/or easements on, over and across the Easement Areas.

ARTICLE II

Section 2.1 In consideration of the rights and privileges granted to Frett herein, each Party hereby agrees to maintain and clean those portions of the Easement Areas which are on their respective above-described properties.

Airport and Frett agree that said maintenance and cleaning of the Easement Areas shall include, but not be limited to, the following: striping of the parking surfaces, sealing of the parking surfaces, resurfacing of the parking areas, cleaning of the parking areas, snow removal, trash and rubbish removal, lighting, landscape
maintenance and plantings, and repair of Easement Areas, when and as necessary.

Section 2.2 It is expressly acknowledged and agreed that in the event an emergency situation arises and either Airport or Fretter do not maintain their respective portions of the Easement Areas as required of each of them hereunder, the non-defaulting party after proper notice to the other, shall have the right to use self help to remedy the emergency and the cost thereof shall be promptly paid to the non-defaulting party after invoicing for same.

ARTICLE III

Section 3.1 In consideration of the rights and privileges granted to Fretter herein, Fretter understands and acknowledges that pursuant to certain lease agreements by and between Airport and Child World and others, Airport is prohibited from selling or leasing any portion of Airport's Property or Fretter's Property to an individual or entity for the purpose of conducting thereon a photo processing outlet, movie theatre, skating rink, bowling alley or gameroom/pinball or video arcade (or the like); nor can any restaurant be located immediately adjacent to the Child World leased premises; nor can any part of Airport's Property or Fretter's Property be used for a store, the principal purpose of which is the sale of toys, games or juvenile furniture or any combination thereof, or, except for Lot No. 3 of the Shopping Center, for a store which sells computers or computer software unless at least eighty percent (80%) of the leaseable area of such store is used solely for such purposes.

Furthermore, except for the initial construction of all buildings in the Shopping Center, Airport has covenanted with Child World that no construction, except for emergency repairs, shall take place within the Shopping Center between October 1 and January 1 of any year. Airport and Fretter therefore mutually agree that for so long as the Child World lease and photo processing lease are in effect, that except as otherwise provide below, neither shall permit their respective properties, or any part thereof, to be used for (a) a
photo processing operation, movie theatre, skating rink, bowling alley
or gameroom/pinball or video arcade (or the like), massage parlor,
adult book store, laundromat, carwash or automobile body shop; (b)
any restaurant located immediately adjacent to the Child World leased
premises; (c) a store, the principal purpose of which is the sale of
toys, games or juvenile furniture or any combination thereof; or (d)
except for any store or structure located on Lot No. 3 of the Shop-
ping Center, a store which sells computers or computer software
units at least eighty percent (80%) of the leaseable area of such
store is used solely for such purposes. Fretter and Airport further
agree that except for the initial construction of all buildings within
the Shopping Center and except for emergency repairs to said build-
ings or the Common Areas, no construction shall take place in the
Shopping Center between October 1, and January 1 of any year.

Fretter further acknowledges that Fretter’s Property is
subject to a City of Toledo C-8 Shopping Center Ordinance. Fretter
also agrees to obtain the written consent of Airport prior to erecting
any signs on Fretter’s Property, which consent shall not be unreas-
onably withheld. Fretter and Airport acknowledge that their failure
to abide by the restrictions set forth herein with respect to the use
of their respective properties and any other covenants and obligations
set forth herein will cause the other irreparable harm for which there
would be no adequate remedy at law and that the proper remedy for
such a failure includes, among others, injunctive relief in a court of
proper jurisdiction.

ARTICLE IV

Section 4.1 All of the easements, rights, obligations,
restrictions and provisions hereof shall run with the land in perpetu-
ity and shall be binding upon and inure to the benefit of the Parties
herein and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have affixed their
signatures to this Cross Parking, Access, Utility Easements and
Restrictive Covenants Agreement this ____ day of __________, 1986.

Signed and acknowledged in the presence of:

AIRPORT SQUARE INVESTORS, an Ohio general partnership

William V. Papaik, General Partner

(As to Airport Square Investors) Thomas L. Schlachter, General Partner

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this day of __________, 1986, by William V. Papaik and Thomas L. Schlachter, two of the general partners in Airport Square Investors, an Ohio general partnership, on behalf of said partnership.

Notary Public

Signed and acknowledged in the presence of:

FREITTER, INC., a Michigan corporation

Mark T. Dalta, by __________

(As to Freitfer, Inc.)

STATE OF MICHIGAN, COUNTY OF WAYNE, ss:

The foregoing instrument was acknowledged before me this ____ day of __________, 1986, by Mark T. Dalta, the TREASURER of Freitfer, Inc., a Michigan corporation, on behalf of said corporation.

Notary Public

CONSENT OF MORTGAGEE

The undersigned, through the signatures of its below authorized officers, does hereby consent to the terms, provisions and grants of easements and other rights and obligations set forth in the foregoing Cross-Parking, Access, Utility Easements and Restrictive
Restrictive Covenants Agreement this 24th day of September, 1986.

Signed and acknowledged in the presence of:

AIRPORT SQUARE INVESTORS, an Ohio general partnership

William V. Papalik, General Partner

Thomas L. Schlaechter, General Partner

(As to Airport Square Investors)

STATE OF OHIO, COUNTY OF LUCAS, ss:

The foregoing instrument was acknowledged before me this 24th day of September, 1986, by William V. Papalik and Thomas L. Schlaechter, two of the general partners in Airport Square Investors, an Ohio general partnership, on behalf of said partnership.

Notary Public

Signed and acknowledged in the presence of:

FRETTER, INC., a Michigan corporation

By:

(As to Fretter, Inc.)

STATE OF MICHIGAN, COUNTY OF ss:

The foregoing instrument was acknowledged before me this 24th day of September, 1986, by the officers of Fretter, Inc., a Michigan corporation, on behalf of said corporation.

Notary Public

CONSENT OF MORTGAGEE

The undersigned, through the signatures of its below authorized officers, does hereby consent to the terms provisions and grants of easements and other rights and obligations set forth in the foregoing Cross-Parking, Access, Utility Easements and Restrictive
Covenants Agreement and hereby subordinates its mortgage to this Agreement.

THE CENTRAL TRUST COMPANY,
N. A.
By: Henry R. Taylor
Its: Vice Pres.

ATTEST
By: N. Shuey
Its: Assistant Vice President

STATE OF OHIO, COUNTY OF HAMILTON, ss:

This 2nd day of September, 1986, before me, a Notary Public in and for said county and state, personally appeared the above-named and above-appearing, the President and Vice President, respectively, of The Central Trust Company, N.A., who being duly authorized in that behalf, acknowledged that they did sign the foregoing instrument on behalf of The Central Trust Company, N.A., and that same is the free act and deed of said corporation and the free act and deed of each of them personally as such officer.

Notary Public

This instrument prepared by:
Jerome R. Parker, Esq.
Grossley, Kaplin, Parker & Frederickson
1600 Toledo Trust Building
795 N. Summit Street
Toledo, Ohio 43604

PARTNERSHIP CERTIFICATE OF COMPLIANCE
WITH LAW OF OHIO FOR THE PERIOD

2-26-88 TO 4-10-89
RECEIVED AND DATED DEC 01 89

86 430A08
EXHIBIT "A"

Lot numbers one (1), two (2) and four (4) in AIRPORT SQUARE SUBDIVISION, a Subdivision in the City of Toledo, Lucas County, Ohio.
Lots shall be graded in such a manner to cause storm runoff to be detained within the interior of the lot. The outlet shall be designed to allow only the outflow indicated on the plans to be discharged to the system.

Proposed site grading and detention calculations for each lot shall be reviewed and approved by the Division of Engineering and Construction prior to the issuance of a building permit.
THE REQUEST OF ATTORNEY JERRY PARKER
LOT 5 "AIRPORT SQUARE" IN THE CITY OF TOLEDO,
OHIO.

M FREELS SURVEY CO
5333 Secor Road
Toledo, Ohio 43613

Mayor
Sept. 23, 1986

SITE GRADING PLAN
AIRPORT SQUARE
EXHIBIT "C"

Lot numbers three (3) and five (5) in AIRPORT SQUARE SUBDIVISION, a Subdivision in the City of Toledo, Lucas County, Ohio.
Typical Retaining Wall Detail
for wall height above 8'-6".

Typical Retaining Wall Detail
for wall height to 8'-6".

Provide vertical expansion/contraction joints @ 60 c/c.
Provide weep holes @ 8'-10" c/c with porous backfill.

Existing Elevations 624.3
Proposed Elevations 634.3
Drainage Flow ---=

Add 600 to proposed elevations to convert to City Bench Mark Datum.

Add 6" to pavement elevations for top of concrete curb elevations at traffic islands.

Unless otherwise indicated on these plans, the following table should be used for corner radii. Radii to face of curb.

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STORM SEWERS

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66 430007

Unless otherwise shown, roof and splash pads.