This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BEAVER CREEK BUSINESS CENTER

THIS DECLARATION is made as of November 26, 1997, by Kuhlman Corporation, an Ohio corporation ("Declarant"), under the following circumstances:

A. Declarant is the owner of Lots 1 through and including 11 in the Plat of Beaver Creek Business Center, a subdivision in the City of Maumee, Lucas County, Ohio (the "Property").

B. The Property is subject to: (i) the Declaration of Restrictions dated November 6, 1985 (the "Arrowhead Restrictions") and recorded at microfiche 85 1519C11 of the Mortgage Records in the office of the Lucas County, Ohio Recorder; (ii) the C-N District Plans and Standards dated March 2, 1988 (the "Arrowhead Standards") adopted by the Architectural Committee created under the Arrowhead Restrictions (the "Arrowhead Committee") pursuant to City of Maumee ordinances nos. 166-1985 and 167-1985 and Maumee Zoning Code Section 153.15 a copy of which Arrowhead Standards is on file with the zoning administrator of the City of Maumee, and (iii) the Bylaws of the Arrowhead Committee as revised November 26, 1986 (the "Arrowhead Bylaws"), as such Arrowhead Restrictions, Standards and Bylaws may hereafter be amended.

C. The Arrowhead Restrictions and the Arrowhead Standards govern the development of the Property with respect to (1) landscaping and mounding, (2) yard requirements, (3) sign requirements, and (4) building design and materials. Declarant desires to supplement the Arrowhead Restrictions and the Arrowhead Standards to restrict the zoning of the Property and the permitted uses which may be made of the Property, to establish certain easements with respect to the Property and to provide for an Owners Association with respect to the Property and for such purposes desires to submit the Property to the covenants, conditions, restrictions and easements set forth in this Declaration.

D. Declarant may in the future submit all or part of the real property described in Exhibit A (the "Additional Property") to the provisions of this Declaration.

NOW, THEREFORE, Declarant declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, built upon, used and conveyed subject to the covenants, restrictions, conditions, easements and affirmative obligations set forth herein (the "Beaver Creek Restrictions"), and that the Beaver Creek Restrictions shall be construed to be covenants running with
the land and as such shall be binding upon each and every purchaser of land within the Property, their heirs, personal representatives, successors and assigns.

SECTION 1. DEFINITIONS.

For purposes of this Beaver Creek Declaration, unless the context otherwise requires, the words listed in this Section shall have the following meanings:

1.1 Accessory Use: A use which is incidental to that of the dominant use of the main building on the Lot and which is intended to serve only the occupants of such building and their business invitees.

1.2 Additional Property: The real property described in Exhibit A together with all easements benefitting the real property and appurtenances.

1.3 Association: The association which may be formed pursuant to Section 5 under the name of Beaver Creek Owner's Association, or a similar name, consisting of all owners.

1.4 Beaver Creek Declaration: This Declaration of Beaver Creek Restrictions, as amended from time to time.

1.5 Effective Date: Date of recording this Declaration in the Lucas County, Ohio, Recorder's Office.

1.6 Improvements: All buildings; overhead, above ground and underground installations, including, but not limited to, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; pools and fountains; slope alterations; roads, driveways, parking areas and other paved areas; loading docks; storage facilities; fences, trellises, walls, retaining walls and exterior stairs; planted trees, hedges, shrubs and other forms of landscaping which are more than four feet high when fully grown; and all other structures of every type.

1.7 Light Manufacturing: Manufacturing or other industrial uses which are usually controlled operations; relatively clean, quiet and free of objectionable or hazardous elements such as smoke, noise, odor or dust; operating and storing within enclosed structures; and generating little industrial traffic and no nuisances.

1.8 Lot: Each tax parcel located on the property which shall contain not less than one and one half acres and be not less than 150 feet in width at the building setback line shown on the plat of the Property.
1.9 Office Building(s): A building or buildings occupied solely by business offices conducting activities other than Professional Activities.

1.10 Owner: Any party holding fee simple title of record to any Lot, including any party selling that interest by land contract, but excluding any party holding an interest merely as security for the performance of an obligation.

1.11 Professional Activities: The use of office and related spaces for such professional services as are provided by medical practitioners, lawyers, architects, engineers and similar licensed professions.

1.12 Property: All of the real property described in introductory paragraph A together with all easements benefiting that real property and all appurtenances, and all portions of the Additional Property that may be added to the Property pursuant to Section 10.

1.13 Research Activities: Research, development and testing related to such fields as chemical, pharmaceutical, medical, electrical, transportation and engineering; provided that all research, testing and development is carried on within entirely enclosed buildings, and no noise, smoke, glare, vibration or odor can be detected outside of such buildings.

1.14 Retail Sales: The sale of goods, food, merchandise and commodities for consumption or use by the purchaser.

SECTION 2. PURPOSES.

The Beaver Creek Restrictions are declared to be in furtherance of the following purposes:

(a) The promotion of health, safety and welfare of all Owners and occupants of the Property;

(b) The preservation, beautification, maintenance and enhancement of the value of the Property and all Improvements;

(c) The making of high quality improvements to the Property.

SECTION 3. PERMITTED USES; GENERAL RESTRICTIONS

3.1 Permitted Uses. All Lots shall be used solely for the following permitted uses:

(a) Office Building(s).

(b) Professional Activities.
(c) Research Activities.

(d) Retail Sales and services not described above in this Section 3.1, but only as Accessory Uses.

3.2 Prohibited Uses. The following operations, activities and uses shall not be permitted on any Lot:

(a) Any residential use;

(b) Any Retail Sales, commercial (including warehousing, distribution and/or trucking), industrial or manufacturing use, operation or activity, except as permitted under Section 3.1;

(c) Any activity violating any applicable federal, state or local law, ordinance, regulation, standard, order or rule;

(d) Any use that is offensive because of emissions or odors, fumes, dust, smoke, gas, any toxic product, or other form of pollution or by reason of noise or vibration;

(e) Any activity that causes danger to any person or property on any other part of the Property;

(f) Any other activity not specifically authorized or permitted by Section 3.1 or by a variance granted pursuant to the provisions of this Beaver Creek Declaration.

3.3 Minimum Lot Acreage and Width. No Lot shall be permitted in any plat of the Property or the Additional Property or by subdivision of any Lot which does not meet the requirements of the definition of a Lot hereunder.

3.4 Zoning. No Owner shall change the Zoning of any Lot from C-M District under the Zoning Code of the City of Maumee unless such C-M District shall be amended so as to not permit the permitted uses set forth in Section 3.1 of these Beaver Creek Restrictions. Should such a change occur in the City of Maumee Zoning Code, then any Owner may change the Zoning District of his Lot to that Zoning District which permits the permitted uses set forth in Section 3.1 hereunder and the Arrowhead Restrictions and Arrowhead Standards shall, without further action, continue to restrict the development and use of the Property, except that the Association shall be substituted for the Arrowhead Committee, and for such purpose the Arrowhead Restrictions and the Arrowhead Standards are hereby by reference incorporated herein.

3.5 Sidewalks. Upon completion of construction of Improvements on any Lot, the Owner shall construct sidewalks across the frontage of the Lot to the construction specifications and location requirements of the City of Maumee, Ohio. Should such Lot
Owner fail to construct such sidewalks as provided herein, Declarant shall have all rights and remedies available for violation of this Beaver Creek Declaration, including, without limitation, the rights set forth in Section 9 hereof.

3.6 Preservation of Trees. The preservation of as many existing trees as possible is of significant importance in carrying out the purposes of the Beaver Creek Restrictions. Accordingly, the design and layout of all Improvements on each Lot shall preserve all trees having a diameter of four inches or more wherever possible. In order to assure compliance with this restriction, each Owner shall deliver to the Declarant a copy of the site plan for the development of its Lot showing all existing trees on the Lot having a diameter of three inches or more at the same time that it delivers such site plan to the Arrowhead Committee. Declarant shall have the right to provide comments and request changes to such site plan with respect to the preservation of trees on the Lot within the same time period and in conjunction with the Arrowhead Committee’s review of the site plan pursuant to the Arrowhead Standards.

SECTION 4.  VARIANCES

4.1 To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of the Beaver Creek Declaration, the Declarant shall have the authority to grant reasonable variances from the provisions of Section 3. No variance shall materially injure or materially adversely affect any other part of the Property or any other Owner or occupant without the written consent of every party so injured or affected.

4.2 No variance granted pursuant to the authority of this Section 4 shall constitute a waiver of any provision of the Beaver Creek Declaration as applied to any other party or any other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law.

4.3 All provisions of the Beaver Creek Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted, and to the balance of the Property.

SECTION 5.  OWNER’S ASSOCIATION

5.1 During the process of developing the Property, Declarant may establish that certain land and/or facilities are for the common use and benefit of the Owners. The common facilities may include, for example (but not be limited to), the main entrance signs and plantings at the north and south intersections of Arrowhead Road and Beaver Creek Circle; the split rail fence; landscaping and sidewalks along Arrowhead Road; drainage areas and facilities; directional signs; landscaped areas; recreational
facilities; utility facilities; and lakes, ponds, streams and/or open areas; provided, however, that all roadways shall be dedicated to the public and meet all requirements of the Subdivision Rules of the City of Maumee. Any such common areas and facilities so designated by Declarant are referred to as the "Common Property."

5.2 Declarant reserves the right, at any time while this Declaration is in force and Declarant is the Owner of a Lot, to establish the Association to own, operate, manage, repair and replace the Common Property. Declarant may also assign or delegate to the Association or to a designated committee of the Association any rights and duties of Declarant under this Declaration, including, but not limited to, the rights of Declarant under Sections 4 and 8. Until the formation of the Association, Declarant shall exercise all of the rights granted to the Association hereunder, including, without limitation, the power to determine and collect assessments.

5.3 Upon its formation, the Association shall be responsible for (i) the care and maintenance of the Common Property, including, without limitation, the maintenance, repair and replacement of (a) all fencing, landscaping and sidewalks adjacent to Arrowhead Road for which the Owners are responsible, (b) the main entrance signs, all directional signs and all improvements, including, without limitation, landscaping, irrigation systems, lighting and related landscaping along Arrowhead Road, (c) all improvements in the right of way of Arrowhead Road, if any, within the plat of Beaver Creek Business Center which are not the responsibility of one or more governmental entities and all landscaping within such area, whether or not it is the responsibility of a governmental entity, and (d) any other improvements within the plat of Beaver Creek Business Center, whether located in the public right of way or on one or more Lots, which are for the general use of all Owners and (ii) such other obligations as are provided herein or necessary or proper for the operation of the Association and the Property.

5.4 Each Lot shall be subject to an annual assessment in such amount as may be annually determined by the Association. The annual assessments for each calendar year shall be determined by the Association, prior to the end of the preceding calendar year and shall be payable to the Association, at the option of the Association, in annual, quarterly or monthly installments beginning on the first day of January of such year. The amount of annual assessment to be allocated to each Owner of a Lot shall be determined as follows:

(a) All costs and expenses of the Association shall be allocated to the Owners of all Lots. Each Owner's proportionate share of such costs and expenses shall be determined by dividing the total acreage in such Owner's Lot by the total acreage in all Lots.
The Association shall have a perpetual lien upon each of the Lots to secure the payment of the annual assessment attributable to such Lot, plus interest thereon at the judgement rate, from and after the due date thereof plus costs of collection, and each such assessment shall also be the personal obligation of the Owner or Owners of each Lot at the time when the assessment fell due. Each assessment shall become a lien against each Lot on the first day of the month in which it is due. If an Owner is in default of the payment of any assessment for thirty (30) days after its due date, the lien for said charge may be recorded against each Lot for which the assessment remains unpaid by filing in the office of the Recorder of Lucas County, Ohio a "Notice of Lien" in substantially the following form which shall be recorded in the lien records of said Recorder:

NOTICE OF LIEN

Notice is hereby given that Beaver Creek Owners Association claims a lien for unpaid annual assessments for the months _______ in the amount of $________ against the following described premises:

(Insert legal description)

Signed and acknowledged in the presence of:

BEAVER CREEK OWNERS ASSOCIATION

By:

Title:

STATE OF OHIO

) SS.

COUNTY OF

The foregoing instrument was acknowledged before me this day of _____________ 199 by

the of BEAVER CREEK OWNERS ASSOCIATION, an Ohio non-profit corporation, on behalf of the corporation.

Notary Public

My Commission Expires: ____________________

[Seal]
In the event any of said assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise. No owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the Common Areas or by abandonment of his Lot. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

5.5 Upon demand of any Owner and after payment of a reasonable charge therefor, the secretary or treasurer of the Association shall promptly issue a certificate stating whether all assessments have been paid for such Owner’s Lot, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

5.6 Notwithstanding anything contained herein to the contrary, the owner of each Lot shall be responsible for any damage or destruction to the Common Property or any other areas for which the Association is responsible caused by reason of his own or any occupant’s act or negligence, or by the act or negligence of any invitee, licensee, contractor, subcontractor, lessee, sublessee or guest of such owner or occupant.

5.7 Declarant may also establish a Code of Regulations for the Association governing the conduct of its affairs, the voting rights of the members (which shall be consistent with Section 18), quorum and minimum voting percentages and similar matters. Until otherwise established by such Code of Regulations, the Owners may exercise any powers granted them hereunder by the vote of a simple majority of the voting power (computed pursuant to Section 18) of the Owners present at any meeting called by any Owner upon not less than 30 days notice and held at a location on or within five (5) miles of the Property.

5.8 Each Owner, by acceptance of a deed to a Lot, consents to the formation of the Association by Declarant, agrees to be a member of the Association, if formed, and agrees that his Lot will be bound by the covenants, conditions, agreements, assessments and liens of the nature described above when and if the Association is formed.

SECTION 6. MAINTENANCE

6.1 General. Without limiting or supplanting the obligations of the Owners and the rights and powers of the Arrowhead Committee under the Arrowhead Restrictions and the Arrowhead Standards, if all Lots and all Improvements placed thereon, whether occupied or
unoccupied, shall at all times be maintained in good condition and repair; (ii) any building or other structure located upon any lot which should become vacant for any reason shall be locked and completely secured in order to prevent the entrance therein by unauthorized persons; and (iii) any improvement, landscaping or driveway or parking lot surface which is damaged by the elements, by vehicles, by fire or by any other cause shall be removed and/or repaired as promptly as the extent of damage will permit.

6.2 Unoccupied Lots. Without limiting Section 6.1, the owner of each unoccupied lot shall keep the unwooded portion thereof mowed and free from weeds, brush, refuse, and any other unsightly condition which in the judgment of the Association has an adverse effect on the appearance of the property, taken as a whole. If any owner should fail to maintain an unoccupied lot as required by the preceding sentence, the Association shall have the right to provide such maintenance to the lot and to assess the owner thereof for the full cost to the Association of such maintenance, including a reasonable overhead allowance.

SECTION 7. TELEPHONE AND ELECTRICAL SERVICE

All on-site electrical lines and telephone lines shall be placed underground. Any transformer or terminal equipment above ground shall be screened from view from the adjacent street and any adjacent lots.

SECTION 8. EASEMENTS RESERVED BY DECLARANT

8.1 Declarant reserves for the benefit of all owners and occupants of lots the easements shown on any recorded plat for the property for the installation, use, maintenance, repair and replacement of utilities and drainage systems and facilities. No improvement may be placed on any part of the property which will materially impede the free and normal use of such easements.

8.2 Declarant reserves easements over lots 1, 3, 6 and 7 for the location, maintenance, relocation and, if the Association should so decide, removal, of the main entrance signs for Beaver Creek Business Center, the landscaped areas adjacent to such signs and the split rail fence and sidewalk abutting Arrowhead Road to the extent such common property is located on such lots (and not within the public right of way) on the effective date of these Beaver Creek Restrictions.

8.3 Declarant reserves the right and easement for itself, its successors and assigns, to enter upon the easement areas shown on any plats of the property in order to install, maintain, repair, use and/or replace pipes, wires, cables, conduits and other lines, systems and/or facilities for the purpose of providing water, sanitary sewer, storm sewer, electrical, gas, telephone, television
and other utility or quasi-utility services to any part of the Property.

8.4 All easements and rights granted and/or reserved herein are easements appurtenant, running with the land which comprises a part of the Property, perpetually in full force and effect. Such easements shall at all times inure to the benefit of and be binding on Declarant, its successors and assigns, and any Owner, occupant, mortgagee or other party now or hereafter having any interest in any part of the Property.

SECTION 9. ENFORCEMENT AND REMEDIES FOR BREACH OF COVENANTS AND RESTRICTIONS

9.1 Declarant, the Association and/or any Owner shall have the right to enforce the Beaver Creek Restrictions, after giving the Owner thirty days prior written notice of a violation. Enforcement may be made by prosecuting any proceeding against the party or parties violating or attempting to violate any one or more of the Beaver Creek Restrictions. This right of enforcement shall include the right to recover damages and/or to obtain injunctive relief to prevent the violation.

9.2 In addition to the rights stated in Section 9.1, Declarant, so long as it owns one or more Lots, and/or the Association, shall have the right to enter upon any part of the Property at any reasonable time to inspect for a possible violation or breach of the Beaver Creek Restrictions. Where the inspection shows that a violation or breach of the Beaver Creek Restrictions exists, Declarant and/or the Association shall then have the right to abate and remove any structure, thing or condition causing such violation at the expense of the Owner of the Lot where the violation exists without any liability to such Owner for trespass or any other claim resulting from such entry.

9.3 The remedies specified in this Section 9 are cumulative and do not preclude resort to any other remedy at law or in equity by any party adversely affected by any violation or breach of the Beaver Creek Restrictions.

9.4 In any proceeding for the enforcement of any of the provisions of the Beaver Creek Declaration or for the restraint of a violation of any such provision, the losing party shall pay all of the attorney's fees and court costs of the prevailing party in such amount as may be fixed by the Court in that proceeding.

9.5 No delay or failure on the part of any aggrieved party to pursue any available remedy with respect to a violation of any of the provisions of the Beaver Creek Declaration shall be held to be a waiver by such party of, or an estoppel of that party to assert, any right available to such party upon the recurrence or continuation of such violation or the occurrence of any different
violation. No provision of this Beaver Creek Declaration shall be construed so as to place upon Declarant or any other aggrieved party any duty to take any action to enforce this Beaver Creek Declaration.

SECTION 10. ADDITIONS TO THE PROPERTY BY DECLARANT

Declarant may add all or any part of the Additional Property to the Property by recording an amendment to the Beaver Creek Declaration containing an accurate and complete description of the real property so added without the necessity of joining any other Owners as parties to such amendment. Upon the recording of any such amendment, (i) all of the provisions of the Beaver Creek Declaration shall apply to that part of the Additional Property in the same manner as if such property had been originally covered by the Beaver Creek Declaration, except that such amendment may add to or delete from the permitted uses under Section 3.1 which will be applicable to all or parts of the Additional Property so added; and (ii) all of the Beaver Creek Restrictions shall run with such Additional Property and shall be binding upon and inure to the benefit of Declarant, all Owners, lessees, occupants and their respective successors in interest to any part of that land.

SECTION 11. AMENDMENTS TO DECLARATION

11.1 This Beaver Creek Declaration may be amended for any purpose other than the purpose described above in Section 10 only by the written approval of Owners other than Declarant holding not less than two-thirds of the voting power of all of the Owners other than Declarant and, if Declarant then owns any Property or has the right to purchase all or any part of the Additional Property, the written approval of Declarant. Any such amendment shall become effective upon recording in the office of the Recorder of Lucas County, Ohio.

11.2 No amendment of this Beaver Creek Declaration shall require any change in a use complying with the provisions of Section 3 as of the date immediately preceding the effective date of the amendment without the written consent of each party so affected or required to make any such change.

SECTION 12. DURATION AND TERMINATION

12.1 All of the Beaver Creek Restrictions contained in this Beaver Creek Declaration are declared to be in furtherance of a general plan for the subdivision, improvement, sale and use of the Property. All of the Beaver Creek Restrictions shall run with the land and shall be binding upon and inure to the benefit of Declarant, all Owners, lessees, occupants and their respective successors in interest until December 31, 2020, unless amended or terminated prior to that date pursuant to the terms of this Beaver Creek Declaration. These Beaver Creek Restrictions shall be
automatically extended for consecutive terms of ten years each commencing January 1, 2020, unless terminated pursuant to Section 12.2.

12.2 This Beaver Creek Declaration may be terminated with respect to all of the Property by the written approval of Owners other than Declarant holding not less than two-thirds of the voting power of all of the Owners other than Declarant and, if Declarant then owns any Property or has the right to purchase all or any part of the Additional Property, the written approval of Declarant. Such termination shall become effective upon recording in the office of the Recorder of Lucas County, Ohio.

SECTION 13. SEVERABILITY

If any provision of this Beaver Creek Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any of the other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.

SECTION 14. ASSIGNMENT OF DECLARANT’S RIGHTS AND DUTIES

14.1 Declarant may assign any and/or all of its rights, powers and reservations contained herein to the Association which must assume the duties of Declarant pertaining to the rights, powers and/or reservations assigned, or to any successor to Declarant with respect to the development of the Property. Such assignment of rights, powers and/or reservations and the assumption of related duties shall be set forth in writing, signed by the parties and recorded in the office of the Recorder of Lucas County, Ohio.

14.2 The term “Declarant” as used in this Beaver Creek Declaration shall include each assignee with respect to the rights, powers and/or reservations expressly assigned and the duties and obligations expressly assumed.

SECTION 15. INTERPRETATION OF BEAVER CREEK RESTRICTIONS

Declarant shall have the right to construe and interpret these Beaver Creek Restrictions, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefitted or bound by these Beaver Creek Restrictions.

SECTION 16. GENDER AND NUMBER

Whenever the masculine gender is used in this Beaver Creek Declaration, it shall be deemed to include the feminine and neuter. Whenever the singular is used in this Beaver Creek Declaration, it shall be deemed, where appropriate in the context used, to include the plural, and vice versa.
SECTION 17. CONFORMITY TO GOVERNMENTAL REGULATIONS

17.1 If any provision of this Beaver Creek Declaration is also the subject of any law or regulation established by any federal, state or local government, the strictest of the standards shall prevail.

17.2 No provision of this Beaver Creek Declaration shall be construed so as to violate any applicable zoning laws, regulations or ordinances. If any such conflict does arise, the applicable zoning laws, regulations or ordinances shall prevail.

SECTION 18. VOTING BY OWNERS

Wherever provision is made in this Beaver Creek Declaration for the vote of, action by or service at the pleasure of the Owners, the action of a majority of the voting power of the Owners shall be required unless a higher percentage of the voting power is set forth in this Beaver Creek Declaration. The number of votes which may be cast by any Owner other than the Declarant shall be equal to the number of whole acres in the Lot(s) owned by such Owner at the time such action is taken. The number of votes which may be cast by the Declarant shall be equal to five times the number of whole acres in the Lot(s) owned by Declarant at the time such action is taken.

IN WITNESS WHEREOF, Declarant has caused this Beaver Creek Declaration to be executed and delivered on its behalf by its duly authorized officers as of the Effective Date.

Signed and acknowledged in the presence of

KUHLMAN CORPORATION

By: Timothy L. Goligoski
President

By: Terrence D. Schaefer
Secretary
STATE OF OHIO    )
COUNTY OF LUCAS ) SS.

The foregoing instrument was acknowledged before me this 25th day of November, 1997 by Timothy L. Goligoski, the President, and Terrence D. Schaefer, the Secretary, of Kuhlman Corporation, an Ohio corporation, on behalf of the corporation.

Notary Public

My Commission Expires:  3-05-2002

THIS INSTRUMENT PREPARED BY:
Barton L. Wagenman, Esq.
Shumaker, Loop & Kendrick, LLP
1000 Jackson Street
Toledo, Ohio  43624-1573

[SEAL]
ROONEY R. FREY
Notary Public, State of Ohio
Commission Expires 3-5-2002
EXHIBIT A

DESCRIPTION

All That Part Of The Northeast 1/4. And Southeast 1/4 Of Section 34. And Part Of Lots 2, 4, 5, 6, 7, 8, And 9 Of The Partition Plat Of Wesley F. Strayer Estate. Town 2. United States Reserve. City Of Maumee. Lucas County, Ohio. Bounded And Described As Follows:

Beginning At The Most Southerly Corner Of Lot 1 Of Beaver Creek Business Center Said Point Also Being North 89°44'49" West 59.67 Feet And South 00°12'38" East 81.65 Feet From The Southwest Corner Of Arrowhead Plat 7 As Recorded Plat Book 124, Page 48-50;

Thence South 00°12'38" East 832.40 Feet To A Point On The Northerly Right-Of-Way Of Maumee Western Road;

Thence North 79°51'38" West 1287.78 Feet Along The Northerly Right-Of-Way Of Maumee Western Road Said Line Being 40.00 Feet Northerly Of And Parallel To The Centerline Of Said Maumee Western Road To A Point On The Existing East Limited Access Right-Of-Way Of Interstate I-475;

Thence Northerly Along The Existing East Limited Access Right-Of-Way Of Interstate I-475 On A Curve To The Right On A Radius Of 12127.67 Feet. A Length Of 217.42 Feet. A Central Angle Of 01°01'36". And A Chord Of North 00°14'19" West 217.42 Feet Along The East Line Of Interstate Route 475 To A Point;

Thence North 00°12'31" West 1184.79 Feet Along Said East Line Of Interstate Route 475 To A Point;

Thence Following Along The Southerly Line Of Beaver Creek Business Center The Following 5 Courses;

North B9°51'06" East 404.05 Feet;

Thence On A Curve Southeasterly To The Left On A Radius Of 160.00 Feet. A Length Of 251.53 Feet. A Central Angle Of 90°00'00". And A Chord Of South 45°08'34" East 226.27 Feet;

North B9°51'06" East 140.00 Feet;

South 00°08'54" East 167.31 Feet;

South 50°00'53" East 733.01 Feet To The Point Of Beginning Containing 35.960 Acres More Or Less And Subject To All Highways, Easements, And Restrictions Of Record. This Description Was Prepared By Mannk And Smith Inc. From A December, 1988, And A November, 1996 Survey Of The Premises.

RECEIVED & RECORDED

JUN 26 1997 3:11

SUI RIOUX
RECORDS, LUCAS COUNTY, OHIO