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.
THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration"), is made and entered into as of the 30th day of January, 2002, by and between D & L DEVELOPMENT, LLC, an Ohio limited liability company ("Developer"), and LOWE'S HOME CENTERS, INC., a North Carolina corporation ("Lowe's"); and

WITNESSETH:

WHEREAS, Lowe's is the owner of a certain tract of land located in the City of Toledo, Lucas County, Ohio, which property is currently known as "Swan Creek Plaza" and is more particularly described in Exhibit A attached hereto and made a part hereof (said tract being referred to herein as the "Shopping Center");

WHEREAS, Lowe's has agreed to subdivide the Shopping Center into two separate parcels, which parcels are designated as the "D & L Development Company" Parcel (hereinafter, the "Developer Parcel") and the "Lowe's" Parcel, respectively, on the Site Plan attached hereto as Exhibit B and made a part hereof (the "Site Plan");

WHEREAS, Lowe's has further agreed, after the subdivision is complete, to convey the Developer Parcel (which is more particularly described in Exhibit C attached hereto and made a part hereof) to Developer and will retain the Lowe's Parcel (which is more particularly described in Exhibit D attached hereto and made a part hereof);

NOW, THEREFORE, the Parties hereby declare that all of the Parcels within the bounds of the Shopping Center shall be held, sold and conveyed subject to the following covenants, restrictions, conditions and limitations which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof, and in consideration of the premises, the premises and covenants of the Parties hereto, the mutual benefits and advantages accruing to them, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 "Building" shall mean the buildings which have been, will be or may be constructed within a Party's Parcel, but such term does not include Common Area Improvements.

Section 1.2 "Common Area" shall mean those portions of the Parcels designated or shown as the Common Area on the Site Plan and designed and constructed for the common use and enjoyment of the Owners, including non-dedicated streets, that has been improved with common area improvements.

Section 1.3 "Common Area Improvements" shall mean all improvements, excluding Buildings which have been, will be or may be constructed under the terms of this Declaration as designated on the Site Plan, including, for example, all perimeter sidewalks, driveways, service drives, and all other improvements which would be part of the "Common Area" under the above definition, and all
Sections 1.4 "Common Utility Facilities" shall mean utility systems and facilities from time to time situated on or serving the Shopping Center, up to the building wall of any Building, for use or service in common by more than one (1) of the Parties or for the exclusive service of the Common Area, such as the following: storm drainage, retention and disposal facilities and sanitary sewer systems, and the storm water detention facilities, manholes, underground domestic and fire protection water systems, underground natural gas systems, underground electric power cables and systems, underground telephone and television cables and systems, and all other utility systems and facilities for such common use or service, including, without limitation, those installed under the provisions of this Declaration and as replacements thereto.

Section 1.5 "Improvements" shall mean Buildings and the Common Area Improvements on a Parcel.

Section 1.6 "Occupant" shall mean any Person from time to time entitled to the use and occupancy of any portion of a Building in the Shopping Center under an ownership right or under any lease, sublease license, concession or other similar agreement.

Section 1.7 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any tract of land which is a part of the Shopping Center, as hereinafter defined, but excluding those having such interest merely as security for the performance of any obligation.

Section 1.8 "Parcel" shall mean and refer to any separate parcel of land shown on the Site Plan and any separate parcel of land resulting from any subdivision of such Parcel permitted hereunder.

Section 1.9 "Party" shall mean Developer or Lowe's, and "Parties" means both of the foregoing, or any successor person(s) acquiring any interest of a Party in or to any portion of such Party's Parcel.

Section 1.10 "Permittee" shall mean all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants and concessionaires of Occupants insomuch as their activities relate to the intended development, use and occupancy of the Shopping Center. Persons engaged in the civic, public or political activities within the Shopping Center, including but not limited to the activities set forth below, shall not be considered Permittees:

(i) exhibiting any placard, sign or notice;
(ii) distributing any circular, handbill, placard or booklet;
(iii) soliciting memberships or contributions for private, civic, public or charitable purposes;
(iv) parading, picketing or demonstrating; and
(v) failing to follow regulations established by the Parties relating to the use of the Common Areas of the Shopping Center.

Section 1.11 "Person" shall mean any individual, partnership, firm, association, corporation, trust or any other form of business or government entity.

Section 1.12 "Separate Utility Facilities" shall mean any of the following not installed under the terms of this Declaration and not for use in common by other Parties or for service of the Common Area: storm drainage, retention and disposal facilities and sanitary sewer systems, and the storm water detention facilities.
facilities, manholes, underground domestic and fire protection water systems, underground natural gas systems, underground electric power cables and systems, underground telephone and television cables and systems, and all other utility systems and facilities reasonably necessary for the use or service of any improvement situated on any Parcel.

ARTICLE II

EASEMENTS

Section 2.1 Definitions and Documentation. For the purposes of this Article, the following will apply:

(a) A Party granting an easement is called the “Grantor”, it being intended that the grant shall thereby bind and include not only such Party but also its successors and assigns.

(b) A Party to whom the easement is granted is called the “Grantee”, it being intended that the grant shall benefit and include not only such Party but its successors, assigns, Occupants and Permittees; although not for the direct benefit of Permittees, the Grantee may permit from time to time its Occupants and Permittees to use such easements.

(c) The word “in” with respect to an easement granted “in” a particular Parcel means, as the context may require, “in”, “to”, “on”, “over”, “through”, “upon”, “across”, and “under”, or any one or more of the foregoing.

(d) All easements granted herein are non-exclusive and are irrevocable and perpetual.

(e) All easements herein shall be easements appurtenant and not easements in gross.

(f) In the event a Party transfers or conveys a portion of a Parcel, those easements granted under this Article II which benefit, bind, and burden the remainder of the Parcel not transferred or conveyed shall benefit, bind, and burden the portion of the Parcel so transferred or conveyed, and those easements granted under this Article II which benefit, bind, and burden the portion so transferred or conveyed shall benefit, bind, and burden the remainder of the Parcel of which it was a part.

(g) All easements granted hereunder shall exist by virtue of this Declaration, without the necessity of confirmation by any other document. Likewise, upon the termination of any easement (in whole or in part) or its release in respect of all or any part of any Parcel, in accordance with the terms hereof, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the request of a Party, the other Parties will sign and acknowledge a document memorializing the existence (including the location and any conditions), or the termination (in whole or in part), or the release (in whole or in part), as the case may be, of any easement, if the form and substance of the document is approved by the other Parties, such approval not to be unreasonably withheld, conditioned, or delayed. No grant of an easement pursuant to this Article II shall impose any greater obligation on any Party to construct or maintain its Building except as expressly provided in this Declaration.

Section 2.2 Easements for Use of Common Area. Each Party hereby grants to the other Parties, their Occupants and Permittees easements in the Common Area on its (Grantor's) Parcel for:
(a) ingress to and egress from the Grantee's Parcel to Airport Highway and any adjacent shopping centers or retail establishments over and across those strips of land (not less than the widths thereof shown on the Site Plan) on Grantor's Parcel which are shown on the Site Plan as roadways (hereinafter collectively referred to as "Access Roads");

(b) the passage and parking of vehicles over and across the driveway and parking areas on Grantor's Parcel, as the same may from time to time be constructed and maintained for such use;

(c) the passage and accommodation of pedestrians over and across the Access Roads and driveway and parking areas on Grantor's Parcel, as the same may from time to time be constructed and maintained for such use.

Provided, however, that such easements are limited to such portions of the Common Area of the Grantor's Parcel as are now or hereafter from time to time set aside or intended to be set aside, maintained and authorized for such use under this Declaration, including any Common Area shown on the Site Plan.

Provided, further, that notwithstanding anything contained herein to the contrary, any Party may, subject to applicable laws and regulations and so long as vehicular and pedestrian passage is not unreasonably obstructed, display merchandise and conduct sidewalk and parking lot sales on the sidewalks and Common Areas on the applicable Parcel.

Provided, further, that the Access Roads, (including, without limitation, the access points and drive lanes related thereto) as shown on the Site Plan shall not be materially changed without the written permission of the other Parties, which consent shall not be unreasonably withheld, delayed or conditioned.

Enjoyment of the easements granted by this Section shall commence on the date the Common Area in question is substantially completed and shall be in common with all other persons entitled to the use thereof. As further provided in Section 2.6 herein, each Grantor agrees not to obstruct or interfere in any way with the free flow of pedestrian and vehicular traffic over the roadways which comprise the Common Area, except to the extent necessary for reasonable repair and maintenance, traffic regulation and control, and to prevent a dedication thereof or the accrual of any prescriptive rights therein.

Each Party hereby reserves the right to eject from the Common Area on its Parcels any person not authorized to use the same. In addition, each Party reserves the right to close off the Common Area of its parcel for such reasonable periods of time as may be legally necessary in the reasonable opinion of its attorneys to prevent the acquisition of prescriptive rights by anyone. Before closing off any part of the Common Areas as provided above, such Party must give notice to the other Parties of its intention to do so and must coordinate its closing with the activities of the other Parties so that no unreasonable interference with the operation of the Shopping Center occurs.

The easements provided for in this Section 2.2 are subject to the rights to use the Common Area for other purposes provided for in this Declaration; provided, however, that no material changes shall be made in the Common Area or in the location or design of Common Area Improvements, except as otherwise herein provided.

Section 2.3 Easements for Utility Facilities. Each Party hereby grants to the other Parties, their Occupants and Permittees perpetual easements to its (Grantor's) Parcel, except in the area on which a
Building is constructed, for the installation, use, operation, maintenance, repair, replacement, relocation and removal of Common Utility Facilities and Separate Utility Facilities serving the Parcel of the Grantee as shown on the Utility Plan attached hereto as Exhibit E.

All Separate Utility Facilities installed in the Common Area, whether installed under this Section or otherwise, and all Common Utility Facilities, shall be underground if reasonably possible and the location of the Separate Utility Facilities shall be subject to the approval of the Party across whose Parcel the same are to be located.

Except as otherwise provided herein, the Grantee of any easement for Separate Utility Facilities under this Section shall be responsible, as between such Grantee and the Grantor, for the installation, maintenance, repair and removal at Grantor's cost of all Separate Utility Facilities installed by the Grantee pursuant to the easement grant, as well as for all Separate Utility Facilities installed by the Grantee on its own parcel. Any such installation, maintenance, repair, replacement, relocation and removal of Separate Utility Facilities shall be performed by Grantee only after thirty (30) days advance notice to Grantor of Grantee's intention to do such work. However, in the case of an emergency, any such work may be immediately performed after giving such advance notice to Grantor as is practicable under the circumstances. In addition, the Parties agree that all such installation, maintenance, repair and removal shall be performed in a manner that causes as little disturbance to Grantor as may be practicable under the circumstances and any and all portions of the surface area of Grantor's Parcel which may have been excavated, damaged or otherwise disturbed as a result of such work shall be restored, at the sole cost and expense of Grantee, to essentially the same condition as the same were in prior to the commencement of any such work. No such work or restoration, except emergency repair work, shall be carried on during the period from November 1 through the next succeeding January 15, or on any weekends.

The Grantee shall defend, indemnify and hold Grantor harmless from and against any and all losses, liabilities, costs or expenses (including reasonable attorney's fees), incurred in connection with the exercise of the Separate Utility Facilities easements under this Section 2.3, except to the extent occasioned by Grantor's negligent or wrongful act or omission to act.

The Grantor of any easement for Separate Utility Facilities under this Section 2.3 may use the utility facilities installed pursuant to such easement; provided, however, that the increase in costs incurred in order to make such utility facilities adequate to serve Grantor's additional use shall be borne by such Grantor and provided, further, that Grantor gives written notice within the time period called for under subparagraph (a) and otherwise complies with the requirements of subparagraphs (b), (c) and (d) of the following paragraph of this Section 2.3.

The Grantor of any easement under this Section 2.3 may relocate on its Parcel any Separate Utility Facilities or Common Utility Facilities installed thereon under any easement granted by it; provided, however, that such relocation:

(a) may be performed only after Grantor has given Grantee thirty (30) days' written notice of its intention to relocate such facilities;

(b) shall not interfere with or diminish the utility services to the Grantee (however, temporary interferences with and diminutions in utility services shall be permitted if they occur during the non-business hours of the Grantee or its Occupants, and Grantor has been so notified under Subsection 2.3(a). Grantor shall promptly reimburse Grantee for all costs, expenses and losses incurred by Grantee as a result of such interferences or diminutions, or both.)
(c) shall not reduce or unreasonably impair the usefulness or function of the facilities in question;

(d) shall be located underground, if reasonably possible;

(e) shall be performed without cost or expense to Grantee, and, if Common Utility Facilities or Separate Utility Facilities which provide service to the Grantee are involved, in accordance with plans approved by the Grantee; and

(f) except in the event of an emergency, shall not be carried on during the period from November 1 through the next succeeding January 15, or on any weekends.

All Common Utility Facilities shall for all purposes be deemed to be included within the definition of Common Area Improvements.

Section 2.4 Construction Easements. Each Party hereby grants to the other Parties, their Occupants and Permitted easements in the Common Area of its (Grantor's) Parcel for the following:

(a) The initial construction of the Improvements on a Parcel.

(b) The grading and grading of fresh dirt dumped or exposed on a Parcel to meet any contiguous property within the Shopping Center or public roads. Any such dirt shall be smoothed in a level manner consistent with the contours of the adjoining property or in accordance with a grading plan approved by the Grantor, which approval shall not be unreasonably withheld, conditioned, or delayed (the easements created under this Subsection (b) shall expire and no longer encumber any portion of a Parcel at such time as all grading work applicable to such portion of said Parcel has been completed).

The location of all easements under this Section 2.4 shall be subject to the approval of Grantor and to the extent possible, all construction traffic on a Party's Parcel shall be limited to access points on such Parcel.

Notwithstanding anything contained in this Section 2.4, the easements created under this Section 2.4 shall expire and no longer encumber any portion of a Parcel at such time as the final topcoat of asphalt paving is placed on such portion of said Parcel.

Each Grantee agrees to pay the Grantor that additional cost of construction, maintenance, repair and replacement of any improvement or structure constructed by Grantor which arises on account of any damage caused by Grantor's exercise of its easement rights under this Section 2.4. Each Grantee further agrees to use due care in the exercise of the rights granted under this Section 2.4 and, prior to exercising any rights granted under this Section 2.4, to first obtain the consent of Grantor as to the methods and timing in the exercise of such rights.

Each Party covenants and agrees, respectively, that its exercise of such easements shall not result in damage or injury to the Buildings or other Improvements of any other Party, and shall not materially interfere with or interrupt the business operation conducted by any other Party in the Shopping Center. After completion of the Building and Improvements on any Parcel, the other Parties hereto shall each use their reasonable efforts to prevent such construction traffic in all events from interfering with the operations of such Parcel. In addition, each Grantee, at its sole cost and expense, shall promptly repair, replace or restore any and all Improvements of Grantor which have been damaged or destroyed in the exercise by Grantee of the easements granted under this Section 2.4 and shall defend, indemnify and
hold Grantee harmless from and against all liens, losses, liabilities, costs or expenses (including reasonable attorneys' fees) incurred in connection with or arising out of Grantee's exercise of said easements, except to the extent occasioned by Grantee's negligent or wrongful act or omission to act.

Grantee's improvements in such easements shall, for purposes of maintenance, operation, insurance, taxes, repairs, reconstruction and restoration under this Declaration, be deemed to be part of the Grantee's Parcel and Building and shall be deemed not to be part of the Grantor's Parcel or Building for such purposes.

Any Party or its Occupants may from time to time erect temporary structures on its Parcel provided such structures do not unreasonably interfere with the flow of vehicular or pedestrian traffic in the Common Areas or the operation of a Party's or its Occupant's business, and further provided, with respect to the Developer Parcel, that such structures shall not unreasonably interfere with or hinder the visibility of the Lowe's store from the public roads and highways bounding the Shopping Center.

Section 2.5 Easements to Public Utilities. Upon the request of Grantee, Grantor will grant an easement on its Parcel to a public utility as long as such easement would not unreasonably interfere with the operation of Grantor's business. Any grant or other conveyance of an easement permitted under this Declaration to a public utility by Grantor on its Parcel shall, without necessity of further recital in the conveying instrument, be deemed to include the following conditions, covenants and restrictions to which such public utility and its successors shall be bound unless specifically stated otherwise in such instrument.

(a) The easement is non-exclusive;
(b) All facilities installed pursuant to the easement shall be underground, except for manhole and manhole covers which shall be flush with adjacent grade;
(c) Grantor retains the right to use the surface areas for purposes not inconsistent with the easement grant;
(d) Grantor reserves the right to require Grantee to relocate its facilities (and vacate the easement) to another location on Grantor's Parcel, subject to the conveyance of a similar easement, all at Grantor's cost and expense;
(e) Grantee shall not, in its use or installation, interfere with other installations and easements in the area;
(f) Grantee shall protect its facilities against uses of the surface made by Grantor and others;
(g) Grantee shall make adequate provisions for the safety and convenience of all persons using the area;
(h) Grantee, following installation or other work, shall replace and restore the areas and improvements to the condition in which they were immediately prior to performance of such installation and work;
Grantee shall defend, indemnify and hold harmless Grantor against all loss, liability, and costs (including reasonable attorney's fees) which may result to Grantor from the negligent act or omission of, its agents, employees and contractors; and

Grantee shall not permit any claim, lien or encumbrance to attach against Grantor's Parcel or any interest therein.

Section 2.6 No Barrier Agreement. No barriers, fences, grade changes or other obstructions shall be erected so as to impede or interfere in any way with the free flow of vehicular and pedestrian traffic between those portions of the Shopping Center from time to time devoted to pedestrian access, vehicular roadways or parking areas, or in any manner unreasonably restrict or interfere with the use and enjoyment by any of the Parties of the rights and easements created by this Article II. The preceding sentence shall not prohibit the reasonable designation and relocation of traffic and pedestrian lanes. In addition, each owner may temporarily close or block traffic on its Parcel for the time necessary for the purpose of protecting ownership rights and preventing creation of easements to the public and unrelated third parties (provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Owner or Occupant shall give fifteen (15) days written notice to each other Owner or Occupant of its intention to do so and shall attempt to coordinate such closing with such other Owner or Occupant, so that no unreasonable interference in the passage of pedestrians or vehicles shall occur), and may temporarily fence off portions of its Parcel as reasonably required for the purpose of repair, construction and reconstruction.

Section 2.7 Self-Help Easements. Each Party hereby grants to the other Party easements in the Common Area of its (Grantee's) Parcel for the installation, construction, repair, maintenance, relocation and removal of any and all Separate Utility Facilities and Common Area Improvements, if such installation, construction, repair, maintenance, relocation or removal is required or permitted under the other provisions of this Declaration. Each Grantee of the easements granted under this Section 2.7 shall defend, indemnify and hold Grantor harmless from and against all liens, losses, liabilities, costs or expenses (including attorney's fees) incurred in connection with or arising out of Grantee's exercise of said easements, except to the extent occasioned by the Grantee's negligent or wrongful act or omission to act. The duration of the easements granted under this Section shall be coterminous with the respective provisions of the Declaration which give the Grantee the right or the obligation to perform the work described in this Section.

Section 2.8 Sign Easements. Lowe's shall construct, repair and maintain a pylon sign on the Lowe's Parcel as illustrated on Exhibit E-1 (the "Pylon Sign"). Lowe's shall have the exclusive right to place or affix sign panel(s) on the top position of the Pylon Sign. Lowe's hereby grants and conveys to Developer for its use a perpetual easement for the right and privilege to place or affix sign panel(s) on the Pylon Sign in the five separate areas designated as "Tenant" panels as illustrated in Exhibit E-1 attached hereto. Lowe's further grants and conveys to Developer an easement for reasonable ingress over the Lowe's Parcel to replace, maintain and repair said sign panel(s). The approximate location of such Pylon Sign easement area is designated on the Site Plan and is more particularly described on Exhibit E-2. Developer has the right to allocate its sign panels to the Occupants of the Developer Parcel. Lowe's agrees to install, replace, maintain, repair and operate a Separate Utility Facility pursuant to the terms and conditions of Section 2.3 above in order to provide such sign structure and panels with power to illuminate the same. Developer shall pay its pro-rata share (determined on the basis of the ratio of the square footage of Developer's sign panels to the aggregate square footage of all sign panels on the Pylon Sign) of all costs and expenses with respect to the construction, maintenance and lighting of the sign structure. Developer shall be responsible for the maintenance, repair and replacement of its sign panel(s), provided however, that any work with respect to a sign panel must be approved in advance by
Lowe's, which approval shall not be unreasonably withheld. The foregoing easement, together with the
rights included therewith, shall be for the benefit of and appurtenant to the Developer's Parcel and shall
be binding on and burden the Lowe's Parcel.

Section 2.9 Abandonment of Easements. After the expiration of the term of this Declaration, the
perpetual easements granted in Sections 2.2, 2.3 and 2.8 hereof, or all or any part or parts thereof, may be
abandoned and terminated, if the use thereof shall have ceased and cessation thereof continues for a
continuous period of five (5) years. Thereafter the then record Owner of the Parcel burdened with such
easement may give written notice by United States certified mail, return receipt requested, mailed to the
then record Owner of the Parcel benefited by such easement and the then record holder, if any, of any
leasehold interest in such benefited Parcel, stating that such easement has been abandoned and may place
record in the Recorder's Office of Washington County, Ohio, an affidavit that such abandonment has
taken place and that such notice has been properly given. If the then record Owner of the benefited
Parcel fails to place of record in the Recorder's Office of Washington County, Ohio, within ninety (90)
days after the giving of such notice, an affidavit that such easement has not ceased to be used for such
continuous five (5) year period, such easement shall thereafter be conclusively deemed abandoned and
any person having or thereafter acquiring an interest in the Parcel previously burdened shall hold and
take such interest free of and unencumbered by such easement.

ARTICLE III
RESTRICTIONS

Section 3.1 Land Use. Every Parcel shall be used only for financial institutions, service shops, offices, retail stores selling retail merchandise normally carried in retail strip shopping centers, and restaurants with over fifty (50%) percent of gross revenues derived from food sales. No structures shall be erected or allowed to remain on any Parcel unless a site plan (showing Building and Improvement locations and layout location and screening of dumpsters and design and location of truck facilities and loading docks) and architectural exterior elevations (showing Building height, design and colors) have been approved by Lowe's. Lowe's shall use reasonable efforts to review and either approve or disapprove said plan within fifteen (15) business days from the date of receipt of same, together with notice requiring such review and approval in accordance with this Section 3.1. In the event Lowe's fails to approve or disapprove said plans within said fifteen (15) business day period, the owner, lessee or user of the Parcel upon which such Building and Improvements are to be built may give Lowe's written notice of such failure, which notice shall indicate that Lowe's shall have an additional ten (10) days from its receipt of such notice within which to review and approve or disapprove said plans. If Lowe's fails to approve or disapprove said plans within said ten (10) day period, said plans shall be deemed to have been approved thereby.

Section 3.2 Completion of Improvements. All Improvements constructed on a Parcel shall comply with the terms of this Declaration. Upon completion of the foundation of any Building on the Developer Parcel, the Owner of such Parcel shall promptly present to Lowe's an engineer's certification that such foundation has been substantially constructed in accordance with the terms of this Declaration. The right to make inspections necessary to assure compliance with this Declaration is reserved to Lowe's. With respect to all Parcels, weather permitting, all paving and landscaping will be finished upon completion of the Building on such Parcel, but in no event shall it be installed later than ninety (90) days after the Building is occupied. Total construction time for any Building from pouring footings to the completion of the Building ready for occupancy shall not exceed eighteen (18) months, subject to delays due to force majeure or condemnation.
Section 3.3 Nuisances. No Parcel shall be used for anything other than purposes which may be permitted by applicable zoning regulations and other land use laws, nor shall anything be done on any Parcel which is a nuisance.

Section 3.4 Use Restrictions:

(a) During the term of this Declaration no portion of the Shopping Center may be used for any of the following purposes without the prior written consent of Developer and Lowe's:

   (i) A tavern, bar, nightclub, discotheque or any other establishment selling alcoholic beverages for on-premises consumption; provided, however, the foregoing shall not prohibit the operation of restaurants where the sale of alcoholic beverages therein comprises less than fifty (50%) percent of the restaurant's annual gross revenues.

   (ii) A bowling alley or game room.

   (iii) A theater (motion picture or live performance).

   (iv) A health club or spa.

   (v) A gas station, service station or truck stop.

   (vi) A flea market.

   (vii) A school or barber college.

   (viii) A car wash.

   (ix) A billiard hall.

   (x) A facility used for the sale, rental, repair (including without limitation, body work, transmission work and other repairs), storage or service of new or used cars, trucks, motorcycles, trailers, mobile homes, recreational vehicles, or other motor vehicles or boats.

Notwithstanding the foregoing, Lowe's and Developer agree that Lowe's may conduct equipment rentals on the Lowe's Parcel in the ordinary course of its business.

(b) During the term of this Agreement no portion of the Shopping Center may ever be used for any of the following purposes whatsoever:

   (i) An adult type bookstore or other establishment selling or exhibiting pornographic materials or paraphernalia for use with illicit drugs.

   (ii) A massage parlor, topless bar, or club which provides striptease entertainment.

   (iii) A casino, off-track betting parlor or other gambling facility.
(iv) A skating rink.
(v) A mortuary.
(vi) A mobile home or trailer court, labor camp, junkyard or stockyard.
(vii) A land fill, garbage dump or for the dumping, disposing, incineration or reduction of garbage.
(viii) A swap or pawn shop.
(ix) A manufacturing, refining, distillation, smelting, industrial, agricultural, drilling or mining operation.
(x) A center for medical procedures, counseling or activities relating to abortion, birth control or euthanasia, but this exception shall not preclude medical offices not relating to such activities.
(xi) An X-rated movie theatre or video shop.

Section 3.5 Use Restrictions on the Developer Parcel. No portion of the Developer Parcel may be used for any of the following purposes (provided that such restrictions shall only apply to the Developer Parcel for a period of time not to exceed three (3) years after the Lowe’s Parcel is no longer used by Lowe’s as a retail and/or warehouse home improvement center, lumber yard or building materials supply center):

(a) A hardware store containing more than 5,000 square feet of leasable floor area.
(b) An appliance and/or home electronics store containing more than 5,000 square feet of leasable floor area.
(c) A lawn and garden store containing more than 3,000 square feet of leasable floor area.
(d) A paint and/or decor center containing more than 3,000 square feet of leasable floor area.
(e) A retail and/or warehouse home improvement center, lumber yard, building materials supply center, and other stores or centers similar to those operated by Lowe’s, Home Depot, Home Owner’s Warehouse, Home Quarters, Heflinger’s, Builders Square, S4 Lumber, Wickes, Hughes Lumber, McCoy’s, Menard’s, Sears Hardware, Sutherlands and Payless Cashways.

These restrictions or exclusive rights shall also apply to prohibit a larger business having space in its store devoted to selling the merchandise described in subparagraphs (a) through (e) when such space exceeds the limitations of subparagraphs (a) through (e). Subject to these restrictions, Developer reserves the right to convey, lease or assign the Developer Parcel or any portion thereof through any means including, but not limited to, lease, ground lease, license, condominium declaration or air-lot condominium declaration, provided however, that Developer may not subdivide any Parcel comprising the Developer Parcel into more than two Parcels without the prior written consent of Lowe’s.
Section 3.6 Alteration of Site Plan and Certain Other Common Area Improvements.

(a) During the term of this Declaration, unless legally required to do so Developer shall not, without the prior written consent of Lowe's, which consent may be withheld by Lowe's in its absolute discretion, remove, alter or change in any manner the Site Plan or any of the following Common Area Improvements located on the Developer Parcel and illustrated on the Site Plan:

(i) The curb cuts marked on the Site Plan as permanent.
(ii) The traffic signals located at the entrances to the Shopping Center.

(h) The access roads and drive aisles.

Section 3.7 Lighting. Each Party shall keep all parking areas and walkways on their respective Parcels open and well lighted during all periods that Lowe's and the largest user on the Developer Parcel are normally open for business as, and for one (1) hour after such business hours. Developer shall, upon written request by Lowe's, light the Common Areas of the Developer Parcel either before or after the business hours set forth above, if Lowe's agrees in advance in writing to pay all costs associated with the extended lighting. Likewise, Lowe's shall, upon written request by Developer, light the Common Areas of the Lowe's Parcel either before or after the business hours set forth above, if Developer agrees in advance in writing to pay all costs associated with the extended lighting.

ARTICLE IV
REMEDIES

Section 4.1 Default of Owner. Except as otherwise provided herein, an Owner shall be deemed to be in default upon the expiration of thirty (30) days from receipt of written notice from any other Owner specifying the particulars of which such Owner has failed to perform the obligations of this Declaration unless that Owner prior to the expiration of said thirty (30) days, has rectified the particulars specified in said notice. However, such Owner shall not be deemed to be in default if such failure (except the failure to pay any monetary obligation) can not be rectified within said thirty (30) day period despite its reasonable efforts in good faith to do so, and such Owner shall have commenced to cure the default within said thirty (30) days and shall diligently pursue such cure until completed. In the event of a default that is not cured as provided in the preceding two (2) sentences, each non-defaulting Party shall have all of the rights and remedies set forth in this Article IV. A copy of all notices of default from any Owner to another Owner within the Shopping Center, and a copy of any complaint filed by any Owner against another, shall be simultaneously provided to Developer.

Section 4.2 Right to Cure. In the event that any Owner shall be in default under this Declaration as provided in Section 4.1 above, the non-defaulting Party or Parties (the "Curing Party") shall have the right, upon ten (10) days prior written notice to the defaulting Owner (the "Defaulting Party"), to perform any such obligation on behalf of and at the sole cost and expense of the Defaulting Party. Any reasonable costs incurred, plus a ten percent (10%) management fee, by the Curing Party shall be reimbursed by the Defaulting Party within thirty (30) days after written demand therefor. In the event that the Defaulting Party fails to reimburse the Curing Party for its costs incurred, the Curing Party shall have a lien against the Defaulting Party's Parcel for the unpaid amount together with interest thereon from the date said reimbursement was due at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is lower.
Section 4.3 Other Remedies. In addition to the foregoing, if any Owner defaults in the performance of any provision of this Declaration as set forth in Section 4.1 above, any other Owner may institute legal action against the defaulting Owner for specific performance, declaratory relief, damages or other suitable legal or equitable remedy. In addition to the recovery of damages and any sums expended on behalf of the defaulting Owner, the prevailing party in such action shall be entitled to receive from the other party its reasonable attorney's fees and actual costs for services rendered to the prevailing party in any such action (including any appeal thereof).

The remedies and liens provided in this Article IV and the enforcement thereof as herein provided shall be in addition to and not in substitution for or exclusion of any other rights and remedies which the Parties may have under this Declaration or at law or in equity.

Section 4.4 Liens. The lien provided for under this Article IV shall only be effective when filed for record by the Curing Party as a claim of lien against the Defaulting Party in the Recorder's Office of Washington County, Ohio, signed and verified, which claim of lien shall contain the following as well as any other information required by law in order to make the lien effective:

(i) A statement of the unpaid amount of costs and expenses;
(ii) A legal description of the Parcel which is the subject of the alleged lien, sufficient for identification as such;
(iii) The last known name and address of the Owner or reputed Owner of the Parcel which is the subject of the alleged lien; and
(iv) The name and address of the lien claimant.

The lien, when so established against the Parcel described in the lien, shall be prior and superior to any right, title, interest, lien or claim which may be, or has been, acquired or attached to such real property after the time of filing of the lien. The lien shall be for the use and benefit of the Curing Party and may be enforced by any remedies afforded lien claimants under applicable law or otherwise, including, without limitation, foreclosing the lien against the Defaulting Party's Parcel and thereafter causing the Parcel to be sold in the manner provided by applicable law. Any such sale shall be held as promptly as possible. The Curing Party shall have the power to bid on the Parcel of the Defaulting Party at such foreclosure sale and thereafter to hold, lease, mortgage and convey the same.

Section 4.5 No Waiver. No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Owner of a breach or a default of any of the terms and conditions of this Declaration by any other Owner shall not be construed to be a waiver of any subsequent breach or default of the same or any other provision of this Declaration. Except as otherwise specifically provided in this Declaration, no remedy provided in this Declaration shall be exclusive, but each shall be cumulative with all other remedies provided in this Declaration and at law or in equity.

Section 4.6 No Termination for Breach. It is expressly agreed that no breach, whether or not material, of the provisions of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other rights or remedies which any Owner may have hereunder by reason of any breach of the provisions of this Declaration.
ARTICLE V
MISCELLANEOUS

Section 5.1 Casualty Condemnation.

(a) In the event any Improvements on a Parcel shall be damaged or destroyed by any casualty, the Parcel owner or operator shall within 90 days of such damage or destruction (a) commence to repair and/or reconstruct such Improvements; or (b) level such Improvements, remove the debris from the Parcel and keep the Parcel neat, orderly, planted in grass and trimmed, until subsequently improved and constructed upon.

(b) In the event of condemnation or partial condemnation, or taking in lieu of a condemnation, of a portion of the Common Areas on any Parcel, including (without limitation) parking areas, so that (1) the parking areas of the Parcel have fewer than 6 parking spaces per 1,000 square feet of building area or such greater number if required pursuant to the terms of this Declaration or any applicable law or regulation, (2) access to the Shopping Center or any Parcel is affected, or (3) visibility of any Building or Parcel is affected, the Owner of said Parcel shall restore said Common Areas to a condition as nearly as possible to that existing immediately prior to such taking to remedy the above referenced effect, to the extent possible, and all Parties shall consent to the reasonable relocation of such Common Areas on the applicable Parcel as is reasonably required to restore said Common Areas as herein required.

Section 5.2 Maintenance.

(a) Each Party shall maintain or cause to be maintained its respective Parcel(s) and any and all Improvements located thereon, including any Common Areas, in good order and condition and state of repair in accordance with the standards of good shopping center operation, which obligation shall include, but shall not be limited to, the following specific items of maintenance and upkeep:

(i) keeping and maintaining the exterior or all buildings and all sidewalks, walkways, roadways and paved parking surfaces in a good, safe, clean and sightly condition;
(ii) removing promptly, to the extent reasonably practicable, snow, ice, surface water and debris;
(iii) keeping all directional signs, pavement signs and striping distinct and legible;
(iv) repairing, replacing and renewing lighting, fixtures, and bulbs, tubes and ballasts therefor as may be necessary;
(v) caring for and replacing all landscaped and planted areas so as not to allow dead or unsightly plants to remain within its Parcel; and
(vi) keeping its Parcel clean, orderly, sanitary and free from objectionable odors and from termites, insects, vermin and other pests.

If a Party fails to maintain its Parcel(s) in good order and condition as set forth above, and such failure continues for a period of thirty (30) days after such Party (the "Responsible Party") has been given written notice by another Party (the "Notifying Party") specifying the nature of the default
(provided, however that in case of an emergency such Notifying Party shall be required to give only such notice, if any, as is reasonably under the circumstances), then such Notifying Party shall have the right to go onto the Responsible Party’s Parcel to perform any necessary maintenance or repairs at the expense of such Responsible Party. If the Notifying Party performs maintenance or repairs on any Parcel under this Section 5.2(a), the Responsible Party shall be deemed to have contracted with such Notifying Party for that work, and such Notifying Party shall be entitled to file and enforce a mechanic’s lien against the interest of the Responsible Party in its Parcel(s) for the cost of that work, and to recover the cost of that work in an action at law against the Responsible Party.

Until such time as Buildings or other Improvements are constructed on its Parcel(s), each Party shall keep the grass mowed, promptly remove all trash and debris and generally shall maintain its Parcel(s) in a safe, neat and clean condition at all times.

Section 5.3 Estoppel Certificates. Each Party shall upon not less than thirty (30) days from receipt of written notice from the other Party execute and deliver to such other Party a certificate in recordable form stating that (i) either this Declaration is unmodified and in full force and effect or is modified (and stating the modification); and (ii) whether or not to the best of its knowledge the other Party is in default in any respect under this Declaration and if in default, specifying such default.

Section 5.4 Perpetuity of Declaration. Except as specifically set forth in this Declaration, the easements, covenants, conditions, restrictions and agreements contained herein binding and benefitting the Parties shall be deemed to be perpetual and shall be construed to run with the land.

Section 5.5 Parking Requirements. Each Parcel within the Shopping Center shall be self-supporting with respect to parking and shall contain the lesser of (i) 5 paved full size automobile parking spaces for each 1,000 square feet of building floor area constructed thereon, or (ii) the number of parking spaces required by applicable law. Notwithstanding the foregoing, unless otherwise agreed to in writing by Lowe’s, a restaurant must have at least 10 paved full size automobile parking spaces for each 1,000 square feet of building floor area constructed thereon.

Section 5.6 Notices. Any notice required or permitted to be given under this Declaration shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid, or upon being delivered with signed receipt by any national overnight courier, in each case addressed to the Party being notified at the address given below (or such other address which any Party may designate for itself from time to time hereafter by written notice to the other parties):

To Developer: D&L Development, LLC
542 Mohawk St.
Columbus, Ohio 43216
Attn: Daniel Sadow

and to Lowe’s: Lowe’s Home Centers, Inc.
P.O. Box 1111
(Highway 268, East-East Dock, N. Wilkesboro, NC 28669)
N. Wilkesboro, North Carolina 28666
Attention: Property Management Department (REO)

cc: Lowe’s Home Centers, Inc.
P.O. Box 1111.
Section 5.7 Assignment. The rights and obligations of any Party hereunder may be assigned in whole or in part to one or more ground lessees which rights and obligations shall be expressly assumed by such ground lessee or lessees for the term of the ground lease or leases between such Party and such ground lessee or lessees.

Section 5.8 Limitation of Liability. Any person acquiring fee or leasehold title to any of the Shopping Center or any portion thereof, shall be bound by this Declaration only as to the Parcel or portion of the Parcel acquired by such person. In addition, such person shall be bound by this Declaration only during the period such person is the fee or leasehold owner of such Parcel or portion of the Parcel; and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer. Although persons may be released under this Paragraph, the easements, covenants and restrictions in this Declaration shall continue to be benefits to and servitudes upon said Parcels running with the land.

Section 5.9 Amendment. This Declaration may only be amended, modified or terminated by a written instrument, executed and acknowledged by the Owners of all the Parcels, and thereafter duly recorded in the applicable recording office of the county in which the property is located, except with respect to amendments which would not impose additional costs or otherwise materially burden any Parcel, in which case this Declaration may be amended by a written instrument executed and acknowledged by the Owners of Parcels comprising no less than two-thirds (2/3) of the total acreage of the Shopping Center and thereafter duly recorded in the applicable recording office of the county in which the property is located.

Section 5.10 Insurance; Indemnification; Waiver of Subrogation. Each Party will at all times maintain or cause to be maintained with respect to its Parcel: (i) casualty insurance against loss or damage by fire, lightning and other risks customarily covered by a special extended (a/k/a all risks) policy of property and casualty insurance, for the full replacement cost of the Improvements located thereon and (ii) commercial general liability insurance (including contractual liability coverage) against claims for bodily injury, death or property damage occurring on, in or about such Party’s Parcel combined single limit coverage of not less than TWO MILLION DOLLARS ($2,000,000.00). Nothing herein shall be construed from prohibiting a Party with a net worth in excess of ONE HUNDRED MILLION DOLLARS ($100,000,000.00), as determined by generally accepted accounting principles, from self-insuring. In addition, any Party may, regardless of its net worth, self-insure for casualty losses of up to TWENTY FIVE THOUSAND DOLLARS ($25,000).

To the extent not covered by the insurance policies described above, each Party (the “Indemnitor”) will pay, and indemnify and save harmless the other Party (the “Indemnitee”) from and against, all liabilities, losses, damages, costs, expenses (including attorneys’ fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from: (i) any injury to or death of a person or loss of or damage to property, including the Indemnitee’s real property and the personal property of any tenant, of the Indemnitee, occurring on the Indemnitee’s Parcel; (ii) any use or condition of the Indemnitor’s Parcel; and (iii) any negligence or tortious acts of the Indemnitor or any of his tenants, licensees, invitees, customers, agents or employees.
Each Party (the "Releasor") hereby releases the other Party (the "Releasee") from any and all liability or responsibility to the Releasor or anyone claiming through or under the Releasor by way of subrogation or otherwise for any incurred loss or damage to any person or property caused by fire or other casualty or other such loss, damage, or other insured event or negligence of the Releasee, or anyone for whom such Releasee may be responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the Releasor's policy or policies of insurance shall contain a waiver of subrogation endorsement, to the effect that any such release shall not adversely affect or impair said policy or policies or prejudice the right of the Releasor to recover thereunder.

Section 5.11 Term and Enforcement. The easements, restrictions and obligations created and imposed herein shall be effective upon the date hereof, shall run with the land, and shall inure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors, successors-in-title, assigns and tenants, including any ground lessee under a ground lease and the customers, employees and invitees of such parties. Said easements, restrictions and obligations shall be unaffected by any change in the ownership of any property covered by this Declaration or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Each of the rights created hereunder may be enforceable in a court of equity by the Owner of any property covered by this Declaration, or any portion thereof, and by any mortgagee of any Parcel in the Shopping Center; however, enforcement hereunder shall be sought solely against the then Owner of the Parcel (or the owner of an interest in such Parcel) alleged to be in default subject to the limitation on liability as set forth in Section 5.8 hereof.

Section 5.12 No Covenant to Continuously Operate. No Party is obligated to continuously operate a business on such Party's Parcel and is not obligated to continuously operate or operate for any specific period of time a retail business on its Parcel. Nothing contained in this Declaration shall be construed, interpreted or otherwise read to require any Party to operate a business on its Parcel or to prevent such Party from closing its business on its Parcel.

Section 5.13 Severability. In the event any provision or portion of this Declaration is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

Section 5.14 Breach. In the event of breach or threatened breach of this Declaration, only the Owners shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. In the event of a breach hereof, the non-prevailing Party shall pay the reasonable attorney's fees of the prevailing Party(s).

Section 5.15 Counterparts. This Declaration may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

[The next page is the signature page]
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Declaration as of the day and year first written above.

D&L DEVELOPMENT, LLC, an Ohio limited liability company

By: Larry W. Wills

Name: Larry W. Wills
Its: Member

Signed and acknowledged in the presence of:

John M. Kztnier
Christine M. Evans

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 26th day of January, 2001, by Larry W. Wills, its Member of D&L Development, LLC, an Ohio limited liability company, on behalf of said company.

My commission expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]
LOWE'S HOME CENTERS, INC.,
a North Carolina corporation

By: David E. Sheltan
Name: David E. Sheltan
    Senior Vice President

Signed and acknowledged in the presence of:

Amanda J. Hardy
Brenda Helton

STATE OF NORTH CAROLINA
COUNTY OF WILKES

The foregoing instrument was acknowledged before me this 29th day of January, 2002, by David E. Sheltan, Senior Vice President of Lowe's Home Centers, a North Carolina corporation, on behalf of said corporation.

My commission expires:

Sherry L. Luckey
Notary Public
LIST OF EXHIBITS

EXHIBIT A - LEGAL DESCRIPTION OF SHOPPING CENTER
EXHIBIT B - SITE PLAN
EXHIBIT C - LEGAL DESCRIPTION OF DEVELOPER PARCEL
EXHIBIT D - LEGAL DESCRIPTION OF LOWE'S PARCEL
EXHIBIT E - UTILITY PLAN
EXHIBIT F-1 - ILLUSTRATION OF PYLON SIGN
EXHIBIT F-2 - LEGAL DESCRIPTION OF PYLON SIGN EASEMENT
EXHIBIT A

Legal Description of the Shopping Center

Lots number 2, 3 and 4 in SWAN CREEK PLAZA (AMENDED), a Subdivision in the City of Toledo, Lucas County, Ohio, in accordance with Volume 118 of Plat, page 67.
LEGAL DESCRIPTION
OF A 2.7154 ACRE [INCLUSIVE OF R/W] PARCEL OF PROPERTY
CURRENTLY PART OF SWAN CREEK PLAZA-AMENDED AS
RECORDED IN VOLUME 118 OF PLATS PAGES 67 AND 68
IN THE LUCAS COUNTY RecorderS OFFICE
AND BEING PART OF LOT 2 THEREOF

All of that part of the Southeast one-quarter (1/4) of Section 14, Town 2, in the United States Reserve of Twelve Miles Square at the Foot of the Rapids of the Miami of Lake Erie, in the city of Toledo, Lucas County, Ohio, being more particularly bounded and described as follows:

Commencing at the Northeast corner of the said Southeast one-quarter (1/4) of Section 14; thence N. 76° 37′ 21″ W., along the northerly line of the said Southeast one-quarter (1/4) of Section 14, a distance of 1141.51 feet, more or less to a point on the north line of same; thence S. 14° 18′ 22″ W., a distance of 7.73 feet, more or less to the centerline of Airport Highway (State Route 2); thence N. 77° 00′ 42″ W., along said centerline of Airport Highway, a distance of 211.34 feet, to a point of curvature; thence continuing westerly along the centerline of Airport Highway along a circular curve to the left, said curve having a radius of 2546.73 feet, an arc length of 50.34 feet, the arc of said curve subtending a central angle of 1° 07′ 57″, with a tangent of 25.17 feet, having a chord bearing and length of N. 77° 34′ 40″ W., 50.34 feet, to the northeasterly corner of Lot 2 of said Swan Creek Plaza-Amended, now owned by Swan Creek Investors, Ltd. as recorded in microfiche records 99-035- D04 of the Lucas County Recorder’s office and the northeasterly corner of lands of Lot 1 of the Swan Creek Plaza-Amended, now owned by Zohas, Ltd., an Ohio Limited Company as recorded in microfiche records 99-714-E02 & D05 of the Lucas County Recorder’s office, to the principal place of beginning of the parcel herein described;

Course No. 1 - Thence S. 14° 06′ 55″ W., passing through the southerly right of way of said Airport Highway at a distance of 70.10 feet, and along the easterly line of said Lot 2 and westerly line of said Lot 1, a total distance of 311.33 feet to a 3/8″ iron pin found at the southwesterly corner of said Lot 1;

Course No. 2 - Thence S. 75° 25′ 40″ E., along said Lot 1 southerly line and Lot 2 northerly line, a distance of 260.59 feet to iron pin with metal.
cap found at the southeasterly corner of lands of said Lot 1 and
northeastern corner of lands of said Lot 2, also being on the westerly line
of lands of Airport Square Lot 1, owned by Lucys Limited Partnership as
recorded in microfiche record 86-563-A12 of the Lucas County Recorders
office;

Course No. 3 - Thence S.14° 18' 22" W., along the easterly line of Lot 2 of
said Swan Creek Plaza-Amended said westerly line of Airport Square Lot
1 and continuing along the westerly line of Airport Square Lot 2, owned
by Reed Holdings, LLC as recorded in microfiche record 01-364-C11 of
the Lucas County Recorders office, a distance of 390.03 feet to a capped
5/8" iron rebar pin set;

Course No. 4 - Thence N.75° 58' 49" W., a distance of 252.99 feet to a
capped 5/8" iron rebar pin set;

Course No. 5 - Thence N.14° 04' 05" E., along the westerly building line
of an existing one story building, now being a Chuck E. Cheese's Pizza, a
distance of 151.19 feet to a capped 5/8" iron rebar pin set;

Course No. 6 - Thence N.75° 53' 05" W., a distance of 39.24 feet to a
capped 5/8" iron rebar pin set;

Course No. 7 - Thence N.14° 06' 35" E., passing through the southerly
right of way of said Airport Highway at a distance of 476.49 feet, a total
distance of 546.62 feet to the centerline of said Airport Highway and a
point of curvature;

Course No. 8 - Thence continuing easterly along the centerline of Airport
Highway along a circular curve to the right, said curve having a radius of
2546.73 feet, an arc length of 33.12 feet, the arc of said curve
subtending a central angle of 6°44'42", with a tangent of 16.56 feet,
having a chord bearing and length of S.78° 31' 00" E., 33.12 feet to the
principal place of beginning, containing 2.7154 acres inclusive of R/W
and 2.6622 acres exclusive of R/W, according to a survey done in August
2001, by Scott A. Landgraf, P.S. # 8085, be the same more or less, but
subject to all legal highways and easements of record. Bearings cited
within the above description are to an assumed meridian and indicate
angles only.
LEGAL DESCRIPTION

OF A 28.7635 ACRE (INCLUSIVE OF R/W) PARCEL OF PROPERTY
CURRENTLY PART OF SWAN CREEK PLAZA-AMENDED AS
RECORDED IN VOLUME 118 OF PLATS PAGES 67 AND 68
IN THE LUCAS COUNTY RECORDER'S OFFICE
AND BEING PARTS OF LOTS 2, 3 & 4 THEREOF

All of that part of the Southeast one-quarter (1/4) of Section 14, Town 2,
in the United States Reserve of Twelve Miles Square at the Foot of the
Rapids of the Miami of Lake Erie, in the city of Toledo, Lucas County,
Ohio, being more particularly bounded and described as follows:

Commencing at the Northeast corner of the said Southeast one-quarter
(1/4) of Section 14; thence N. 76°37'21" W., along the northerly line of
the said Southeast one-quarter (1/4) of Section 14, a distance of 1141.51
feet, more or less to a point on the north line of same; thence S.14°18'21"
W., a distance of 7.73 feet, more or less to the centerline of Airport
Highway (State Route 2); thence N. 77°00'42" W., along said centerline of
Airport Highway, a distance of 211.34 feet, to a point of curvature;
then continuing westerly along the centerline of Airport Highway along
a circular curve to the left, said curve having a radius of 2546.73 feet, an
arc length of 50.34 feet, the arc of said curve subtending a central angle
of 1°07'57", with a tangent of 25.17 feet, having a chord bearing and
length of N.77° 34'40" W., 50.34 feet, to the northeasterly corner of Lot 2
of said Swan Creek Plaza-Amended, now owned by Swan Creek
Investors, Ltd. as recorded in microfiche records 99-035- D04 of the
Lucas County Recorders office and the northwestly corner of lands of
Lot 1 of the Swan Creek Plaza-Amended, now owned by Zohas, Ltd., an
Ohio Limited Company as recorded in microfiche records 99-714-E02 &
D05 of the Lucas County Recorders office said point on centerline also
being another point of curvature, Thence continuing westerly along the
centerline of Airport Highway along a circular curve to the left, said curve
having a radius of 2546.73 feet, an arc length of 33.12 feet, the arc of
said curve subtending a central angle of 0°44'42", with a tangent of
16.56 feet, having a chord bearing and length of N.78° 31' 00" W., 33.12
feet to the principal place of beginning of the parcel herein described;

Course No. 1 - Thence S.14° 06' 55" W., passing through the southerly
right of way of said Airport Highway at a distance of 70.13 feet, a total
distance of 546.62 feet a capped 5/8' iron rebar pin set;
Course No. 2 - Thence S.75° 53' 05" E., a distance of 39.24 feet to a capped 5/8" iron rebar pin set;

Course No. 3 - Thence S.14° 04' 05" W., along the westerly building line of an existing one story building, now being a Chuck E. Cheese's Pizza, a distance of 151.19 feet to a capped 5/8" iron rebar pin set;

Course No. 4 - Thence S.75° 58' 49" E., a distance of 252.99 feet to a capped 5/8" iron rebar pin set on the easterly line of Lot 2 of said Swan Creek Plaza-Amended and the westerly line of Airport Square Lot 2, owned by Reed Holdings, LLC as recorded in microfiche record 01-364-C11 of the Lucas County Recorders office;

Course No. 5 - Thence S.14° 18' 22" W., along the easterly line of said Lot 2 of Swan Creek Plaza-Amended and westerly line of Airport Square Lot 2 and continuing along the westerly line of Airport Square Lot 4, owned by Reed Holdings, LLC as recorded in microfiche record 01-364-C11 of the Lucas County Recorders office, passing a 3/8" iron pin in concrete cylinder found at the northwesterly corner of lands of Airport Square Lot 6, owned by the Metropolitan Park District, as recorded in microfiche record 94-524-E06 of the Lucas County Recorders office, at a distance of 374.48 feet, continuing along said Metropolitan Park District westerly line, passing a 3/8" iron pin in concrete cylinder found at a distance of 521.53 feet, a total distance of 621.53 feet to the approximate centerline of Swan Creek;

Thence the following courses along the approximate centerline of Swan Creek:

Course No. 6 - Thence N.76° 25' 40" W., a distance of 180.98 feet;

Course No. 7 - Thence S.44° 08' 44" W., a distance of 156.13 feet;

Course No. 8 - Thence N.71° 32' 23" W., a distance of 63.55 feet;

Course No. 9 - Thence S.82° 22' 14" W., a distance of 61.67 feet;

Course No. 10 - Thence S.59° 22' 15" W., a distance of 87.76 feet;

Course No. 11 - Thence S.16° 37' 27" E., a distance of 93.00 feet;

Course No. 12 - Thence S.25° 35' 34" W., a distance of 78.22 feet;
Course No. 13 - Thence S.49° 12' 19" W., a distance of 43.67 feet;
Course No. 14 - Thence S.88° 32' 38" W., a distance of 166.05 feet;
Course No. 15 - Thence S.56° 13' 49" W., a distance of 71.71 feet;
Course No. 16 - Thence S.19° 10' 53" W., a distance of 38.48 feet;
Course No. 17 - Thence S.11° 21' 45" W., a distance of 143.33 feet;
Course No. 18 - Thence S.20° 20' 23" W., a distance of 193.13 feet;
Course No. 19 - Thence S.48° 49' 22" W., a distance of 64.72 feet;
Course No. 20 - Thence S.63° 37' 09" W., a distance of 80.90 feet;
Course No. 21 - Thence S.88° 03' 32" W., a distance of 52.77 feet;
Course No. 22 - Thence N.65° 45' 23" W., a distance of 48.46 feet to the East line of the West ⅛ of the West ¼ of the Southeast ¼ of Section 14, T. 2, U.S.R., said point also being the northeasterly and southeasterly corners of land owned by the Louisville Title Agency for N.W. Ohio as recorded in microfiche record 98-309-A08 of the Lucas County Recorders office;
Course No. 23 - Thence N.14° 01' 11" E., along said East line of the West ½ of the West ¼ of the Southeast ¼ of Section 14 T. 2, U.S.R. and easterly line of the Louisville Title Agency for N.W. Ohio, passing a 3/8" iron pin in concrete cylinder found at a distance of 100.00 feet and continuing along the easterly line of lands of Lot 1 of Miers Addition Plat 2 owned by Airport Highway Investors, as recorded in microfiche record 99-401-B09 of the Lucas County Recorders office and passing a capped iron pin found at a distance of 1426.71 feet at the southwesterly corner of lands of Lot 3 of said Swan Creek Plaza-Amended owned by J.V. Market Associates as recorded in microfiche record 89-058-A08 of the Lucas County Recorders office, continuing along same course and passing a 3/8" iron pin in concrete cylinder found at the southerly right of way of Airport Highway at a distance of 2134.68 feet, passing a ¾" iron pipe found at 2139.75 feet and continuing to the centerline of said Airport Highway at a total distance of 2212.27 feet;
Course No. 24 - Thence N.87° 44' 05" E., along the centerline of said Airport Highway, a distance of 41.22 feet to a point of curvature on same;

Course No. 25 - Thence continuing easterly along the centerline of Airport Highway along a circular curve to the right, said curve having a radius of 2546.73 feet, an arc length of 233.17 feet, the arc of said curve subtending a central angle of 5°14'45", with a tangent of 116.67 feet, having a chord bearing and length of S.89° 38' 36" E., 233.09 feet to another point of curvature;

Course No. 26 - Thence continuing easterly along the centerline of Airport Highway along a circular curve to the right, said curve having a radius of 1909.86 feet, an arc length of 158.76 feet, the arc of said curve subtending a central angle of 4°45'46", with a tangent of 79.42 feet, having a chord bearing and length of S.84° 38' 19" E., 158.71 feet to another point of curvature;

Course No. 27 - Thence continuing easterly along the centerline of Airport Highway along a circular curve to the right, said curve having a radius of 2546.73, an arc length of 149.72 feet, the arc of said curve subtending a central angle of 3°22'06", with a tangent of 74.88 feet, having a chord bearing and length of S.80° 34' 24" E., 149.70 feet to the principal place of beginning, containing 28.7635 acres inclusive of R/W and 27.8233 acres exclusive of R/W, according to a survey done in August 2001, by Scott A. Landgraf, F.S. # 6085, be the same more or less, but subject to all legal highways and easements of record. Bearings cited within the above description are to an assumed meridian and indicate angles only.
S.W. Toledo, Ohio

1. B-2" x 20'-3" & 1' 15'-9" x 19'-5" double face internally illuminated sign cabinets of aluminum extrusion w/ 2 1/4" x 15'-9" x 19'-5" dividers. Cabinets finished in acrylic surface scanner in match Pantone 430 grey.

Low's faces of Facecoat enamel (with color applied via heat transfer process, 2214 blue foil, white epoxy & 3550 red foil, faces finished w/ Super Glassite enamel), Tenant faces of 55-430 white lacquer.

Insert illumination by horizontal fluorescent banks powered by low-temperature ballasts. All wiring UL approved.

2. 1'-9" x 21'-4" Decor roof fabricated of aluminum & (12' x 25') steel. Roof finished in acrylic surface scanner to match Pantone 430 grey & 230 blue. Roof to have 13mm red rose accent strips. Roof to have NO exposed wiring electrodes into pyrex receptacles. All wiring UL approved.

Cabinets mounted onto & between double pylon steel structure set in concrete foundations.
LEGAL DESCRIPTION
OF A 0.0092 ACRE PARCEL OF
PROPERTY
CURRENTLY PART OF SWAN CREEK PLAZA-AMENDED AS
RECORDED IN VOLUME 118 OF PLATS PAGES 67 AND 68
IN THE LUCAS COUNTY RECORDER'S OFFICE
AND BEING PART OF LOT 4 THEREOF

All of that part of the Southeast one-quarter (1/4) of Section 14, Town 2,
in the United States Reserve of Twelve Miles Square at the Foot of the
Rapida of the Miami of Lake Erie, in the city of Toledo, Lucas County,
Ohio, being more particularly bounded and described as follows:

Commencing at the Northeast corner of the said Southeast one-quarter
(1/4) of Section 14; thence N. 76° 37' 21" W., along the northernly line
of the said Southeast one-quarter (1/4) of Section 14, a distance of 1141.51
feet, more or less to a point on the north line of same; thence S. 14° 18' 21"
W., a distance of 7.73 feet, more or less to the centerline of Airport
Highway (State Route 2); thence N. 77° 00' 02" W., along said centerline of
Airport Highway, a distance of 211.34 feet, to a point of curvature;
thence continuing westerly along the centerline of Airport Highway along
a circular curve to the left, said curve having a radius of 2546.73 feet, an
arc length of 50.34 feet, the arc of said curve subtending a central angle
of 1° 07' 57", with a tangent of 25.17 feet, having a chord bearing and
length of N. 77° 34' 50" W., 50.34 feet, to the northeasterly corner of Lot 2
of said Swan Creek Plaza-Amended, now owned by Swan Creek
Investors, Ltd., as recorded in microfiche records 99-035-D04 of the
Lucas County Recorders office and the northwesterly corner of lands of
Lot 1 of the Swan Creek Plaza-Amended, now owned by Zohas, Ltd., an
Ohio Limited Company as recorded in microfiche records 99-714-E02 &
D05 of the Lucas County Recorders office said point on centerline also
being another point of curvature, Thence continuing westerly along the
centerline of Airport Highway along a circular curve to the left, said curve
having a radius of 2546.73 feet, an arc length of 33.12 feet, the arc of
said curve subtending a central angle of 0° 44' 42", with a tangent of
16.86 feet, having a chord bearing and length of N. 76° 31' 06" W., 23.12
feet; Thence S. 14° 05' 55" W., to the southerly right of way of said Airport
Highway and a point of curvature at a distance of 70.13 feet; Thence
westerly along said southerly right of way of Airport Highway along a
circular curve to the left, said curve having a radius of 2476.73 feet, an
arc length of 33.14 feet, the arc of said curve subtending a central angle.
of 0°46'00", with a tangent of 16.57 feet, having a chord bearing and
length of N.79° 21'27" W., 33.14 feet; Thence, leaving said right of way,
5.14° 06' 55" W., 20.04 feet to the principal place of beginning of the
parcel herein described:

Course No. 1 - Thence S.14° 06' 55" W., a distance of 20.00 feet;

Course No. 2 - Thence N.79° 57' 58" W., a distance of 20.00 feet;

Course No. 3 - Thence N.14° 06' 55" E., a distance of 20.00 feet to a
point of curvature;

Course No. 4 - Thence easterly along a circular curve to the right, said
curve having a radius of 2456.73, an arc length of 20.00 feet, the arc of
said curve subtending a central angle of 0°27'39", with a tangent of
10.00 feet, having a chord bearing and length of S.79° 57' 58" E., 20.00
feet to the principal place of beginning, containing 0.0032 acres,
according to a survey done in August 2001, by Scott A. Landgraf, P.S. #
8083, be the same more or less, but subject to all legal highways and
casements of record. Bearings cited within the above description are to
an assumed meridian and indicate angles only.

The intent of this description is to define an area to be used for a sign
casement.