

Order Number: Sample Report

AFX Reference Number: 79-323232-47

Subject Property: 2039 WALKER LAKE ROAD MANSFIELD, OH 44906

Effective: 12/01/2022

Completed: 12/01/2022

AFX RESEARCH, LLC

(pg. 2 of 7)

ENVIRONMENTAL LIEN AND AUL REPORT TO 1980

Order #: Sample Report | Reference #: 79-323232-47 | Completed: 12/01/2022 | Effective: 12/01/2022

SOURCES SEARCHED

Source 1: RICHLAND COUNTY RECORDER'S OFFICE

Source 2: RICHLAND COUNTY ASSESSOR'S OFFICE

Source 3: OHIO ENVIRONMENTAL PROTECTION AGENCY

Source 4: UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Examiner Notes: PUBLIC RECORDS OF RICHLAND COUNTY, OH WERE SEARCHED FROM JANUARY 1, 1980 TO

DECEMBER 1, 2022, AND NO OTHER DEEDS VESTING TITLE IN THE SUBJECT PROPERTY WERE

FOUND OF RECORD DURING THE PERIOD SEARCHED.

NOTICE: JUDICIAL RECORDS NOT SEARCHED. BASED ON AVAILABLE INFORMATION

EVALUATED BY THE TITLE SEARCH PROFESSIONAL, THE JURISDICTION DOES NOT REQUIRE A

County: RICHLAND

SEARCH OF JUDICIAL RECORDS IN ORDER TO IDENTIFY ENVIRONMENTAL LIENS.

TARGET PROPERTY

Current Owner(s): MENARD, INC.

Street Address: 2039 WALKER LAKE ROAD
City, State Zip Code: MANSFIELD, OH 44906

APN/Parcel/PIN: 038-60-152-12-004

02100

Legal Description: LOT 3348 1.503 ACRES



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ENVIRONMENTAL LIENS

NO ENVIRONMENTAL LIENS FOUND.

ACTIVITY AND USE LIMITATIONS (AUL)

Instrument: ENVIRONMENTAL COVENANT

Date Recorded: 02/14/2008 Book/Page: 1822/311

Dated: 12/27/2007 1st Party: OHIO EPA

2nd Party: MENARD, INC.



(pq. 4 of 7)

ENVIRONMENTAL LIEN AND AUL REPORT TO 1980

Order #: Sample Report | Reference #: 79-323232-47 | Completed: 12/01/2022 | Effective: 12/01/2022

DEED CHAIN

Instrument 1. WARRANTY DEED

Date Recorded: 08/31/1979 Book/Page: 794/660

Dated: 08/27/1979

Grantor(s): ROBERT J. HENRY AND MARIAN E. HENRY

Grantee(s): WILLIAM ERNEST MCDONALD

Notes: CHAIN 1

Instrument 2. WARRANTY DEED

Date Recorded: 10/15/1990 Book/Page: 74/614

Dated: 10/12/1990

Grantor(s): WILLIAM ERNEST MCDONALD

Grantee(s): RONALD L. BAKER AND JEANNE A. BAKER

Notes: CHAIN 1

Instrument 3. WARRANTY DEED

Date Recorded: 01/24/2007 Book/Page: 1725/788

Dated: 01/23/2007

Grantor(s): RONALD L. BAKER AND JEANNE A. BAKER

Grantee(s): MENARD, INC.

Notes: CHAIN 1

Instrument 4. WARRANTY DEED

Date Recorded: 07/12/1979 Book/Page: 792/511

Dated: 07/09/1979

Grantor(s): CHARLES L. GILBERT AND MARYLYN GILBERT

Grantee(s): WARREN D. SALKIN AND SARA E. SHILTS

Notes: CHAIN 2

Instrument 5. WARRANTY DEED

Date Recorded: 04/12/1982 Book/Page: 824/439

Dated: 03/19/1982

Grantor(s): SARA E. SHILTS

Grantee(s): WARREN D. SALKIN

Notes: CHAIN 2



Order #: Sample Report | Reference #: 79-323232-47 | Completed: 12/01/2022 | Effective: 12/01/2022

DEED CHAIN (con't...) Instrument 6. WARRANTY DEED Date Recorded: 07/08/1983 Book/Page: 837/587 Dated: 07/08/1983 Grantor(s): WARREN D. SALKIN Grantee(s): WILLIAM DEY SCHAFER Notes: CHAIN 2 Instrument 7. WARRANTY DEED Date Recorded: 03/14/1984 Book/Page: 846/444 Dated: 03/07/1984 Grantor(s): WILLIAM DEY SCHAFER Grantee(s): CLEON J. PERRINE AND IRENE A. PERRINE Notes: CHAIN 2 Instrument 8. SHERIFF'S DEED Date Recorded: 04/13/1992 Book/Page: 158/52 Dated: 06/14/1991 Grantor(s): SHERIFF OF RICHLAND COUNTY Grantee(s): STEPHEN L. OSTHEIMER AND PAULA K. OSTHEIMER Notes: CHAIN 2 Instrument 9. WARRANTY DEED Date Recorded: 01/24/2007 Book/Page: 1725/791 Dated: 01/18/2007 Grantor(s): STEPHEN L. OSTHEIMER AND PAULA K. OSTHEIMER Grantee(s): MENARD, INC. Notes: CHAIN 2 Instrument 10. CERTIFICATE OF TRANSFER Date Recorded: 10/27/1978 Book/Page: 781/210 Dated: 10/24/1978 Grantor(s): ESTATE OF LEO GILBERT



Grantee(s): MARTHA A. GILBERT

Notes: CHAIN 3

Order #: Sample Report | Reference #: 79-323232-47 | Completed: 12/01/2022 | Effective: 12/01/2022

DEED CHAIN (con't...)

Instrument 11. DECREE OF DISTRIBUTION

Date Recorded: 04/10/1992 Book/Page: 152/51

Dated: 03/25/1991

Grantor(s): ESTATE OF MARTHA GILBERT

Grantee(s): CHARLES LEO GILBERT, MARILYN A. GILBERT, ROBERT J. HENRY AND MARIAN ELIZABETH

HENRY

Notes: CHAIN 3

Instrument 12. WARRANTY DEED

Date Recorded: 01/24/2007 Book/Page: 1725/807

Dated: 01/23/2007

Grantor(s): CHARLES LEO GILBERT, MARILYN A. GILBERT, ROBERT J. HENRY AND MARIAN ELIZABETH

HENRY

Grantee(s): MENARD, INC.

Notes: CHAIN 3

MISCELLANEOUS INSTRUMENTS

NO MISCELLANEOUS INSTRUMENTS FOUND.

ADDITIONAL INFORMATION

PROPERTY CAME DOWN IN 3 CHAINS. IDENTIFIED IN DEED NOTES AS CHAIN 1, CHAIN 2 AND CHAIN 3



Order #: Sample Report | Reference #: 79-323232-47 | Completed: 12/01/2022 | Effective: 12/01/2022

THANK YOU FOR YOUR ORDER

For questions, please contact our office at 1-877-848-5337.

Order Number: 22-390000.1

AFX Reference Number: 79-277801-47

Our Environmental Lien and AUL report to 1980 provides a summary of recorded information on a specific property from January 1st, 1980 to present time. The report is intended to assist in the search for environmental liens filed in land title records. The report will verify property ownership, links the recorded transactions which pass title from one person (and/or entity) to another, and provide information on recorded environmental liens and/or Activity and Use Limitations that have been recorded from January 1st, 1980 forward. The scope of this search is compliant with ASTM 1527-21 standards.

Our professional network of trained researchers follow established industry protocols and use client-supplied property information to complete this Environmental Lien and AUL report. The research is conducted at all appropriate government offices based on the location of the subject property. This would include City, County, State, Federal and Tribal offices as needed. The report includes:

- Current deed information (i.e. grantor, grantee, recording dates)
- Historical property transfer information from 1980 forward (i.e. grantor, grantee, recording dates)
- Legal Description
- Environmental Lien information
- Activity and Use Limitation information
- Any Environmental Liens and/or documents referencing AULs that are listed within our summary report

DISCLAIMER

This report was prepared for the intended use of AFX Research, LLC (AFX) and client, exclusively. This report is not a guarantee of title, nor a commitment to insure, nor a policy of title insurance. No warranty, expressed or implied, is made whatsoever in connection with this report. AFX Research, LLC specifically disclaims the making of any such warranties, including without limitation, merchantability or fitness for a particular use or purpose. The information contained in this report is retrieved as it is recorded from the various agencies that make it available. The total liability is limited to the fee paid for this report.



WARRANTY DEED

BK: 1725 PG: 788

KNOW ALL MEN BY THESE PRESENTS, THAT:

RONALD L. BAKER and JEANNE A. BAKER, husband and wife, of Mansfield, Ohio, the Grantors, who claim title by or through the instrument recorded in Official Record Volume 74, Page 614 in the County Recorder's Office in Richland County, State of Ohio, for the consideration of Ten Dollars (\$10.00), and other valuable consideration received to their full satisfaction of:

MENARD, INC., a Wisconsin corporation, the Grantee,

whose tax mailing address is:

4777 Menard Drive

Eau Claire, Wisconsin 54703

do give, grant, bargain, sell, and convey unto the said Grantee, its successors and assigns, the premises described on Exhibit A which is attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns, forever;

and,

Grantors do for themselves and their heirs and assigns, covenant with the said Grantee, its successors and assigns, that at and until the execution of these presents, they are well seized of the above-described premises, have a good and indefeasible estate in Fee Simple, and have good right to bargain and sell the same in manner and form as above written, and the same is free from all encumbrances whatsoever, save and except building and use restrictions, easements and rights of way of record, if any, zoning and other governmental regulations, and real estate taxes and assessments, if any, both general and special, to be prorated to the date of closing, and that they will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands whatsoever subject to the above noted exceptions.

061072110

BK: 1725 PG: 789

IN WITNESS WHEREOF, Grantors have hereunto set their hands, this 23 day of January, 2007.

RONALD L. BAKER

JEANNE A. BAKER

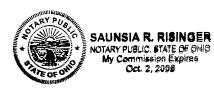
STATE of OHIO) ss: COUNTY of RICHLAND)

The foregoing instrument was acknowledged before me, a Notary Public, in and for said County and State by RONALD L. BAKER and JEANNE A. BAKER, husband and wife, who stated that the signing of this instrument is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Mansfield, Ohio, this 23 day of January, 2007.

Notary Public

This instrument prepared by:
Bud Vetter, Esq.
Brown, Bemiller, Murray, McIntyre,
Vetter & Heck, LLP
Mansfield, Ohio
Brandie\barrister\deeds\Warranty Deed - Baker-Menard, Inc.



Escrow File No.: 061072110

BK: 1725 PG: 790

EXHIBIT "A"

Situated in the City of Ontario, County of Richland and State of Ohio:
Being part of the Southwest Quarter of Section 12, Township 21, Range 19 and more particularly described as follows: Starting for the same at the southwest corner of said Quarter Section; thence North along the West line of said Quarter Section 1241.5 feet to the centerline of County Road 164; thence Easterly along the centerline and with an interior angle of 91 degrees 17 minutes 700 feet to the place of beginning for said parcel thence continuing Easterly along said centerline 125.0 feet; thence Southerly and with an interior angle of 88 degrees 43 minutes and parallel to the west line of said Quarter Section 235.0 feet; thence Westerly and parallel to the centerline of County Road 164, 125.0 feet; thence Northerly 235.0 feet to the place of beginning, containing 0.67 of an acre more or less but

subject to all legal highways. Parcel #038-60-154-04-000

CONDITIONAL APPROVAL FOR THIS TRANSFER, SURVEY CORRECTION FOR NEXT TRANSFER RICHLAND COUNTY TAX MAP. OFFICE

INITIAL DATE

TRANSFERRED

This Conveyance has been examined and the Grantor has compiled with Section 319:202 of the Ohio Revised Code.

DATE 1/24107

CONVEYANCE FEE \$ 96

PATRICK W. DROPSEY, County Auditor

200700001110
Filed for Record in
RICHLAND
SARAH M DAVIS
01-24-2007 At 01:11 pm.
DEED 36.00
OR Book 1725 Page 788 -

200700001110 BARRISTER MARK

WARRANTY DEED





KNOW ALL MEN BY THESE PRESENTS, THAT:

STEPHEN L. OSTHEIMER, an unmarried person, and PAULA K. OSTHEIMER, an unmarried person, the Grantors, who claim title by or through the instrument recorded in Official Record Volume 158, Page 52 in the County Recorder's Office in Richland County, State of Ohio, for the consideration of Ten Dollars (\$10.00), and other valuable consideration received to their full satisfaction of:

MENARD, INC., a Wisconsin corporation, the Grantee,

whose tax mailing address is: 4777 Menard Drive

Eau Claire, Wisconsin 54703

do give, grant, bargain, sell, and convey unto the said Grantee, its successors and assigns, the premises described on Exhibit A which is attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns, forever;

and,

Grantors do for themselves and their heirs and assigns, covenant with the said Grantee, its successors and assigns, that at and until the execution of these presents, they are well seized of the above-described premises, have a good and indefeasible estate in Fee Simple, and have good right to bargain and sell the same in manner and form as above written, and the same is free from all encumbrances whatsoever, save and except building and use restrictions, easements and rights of way of record, if any, zoning and other governmental regulations, and real estate taxes and assessments, if any, both general and special, to be prorated to the date of closing, and that they will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands whatsoever subject to the above noted exceptions.

IN WITNESS WHEREOF, Grantors have hereunto set their hands, this 18th day of January, 2007.

STEPHEN L. OSTHEIMER

ULA K. OSTHEIMER

STATE of FLORIDA)

) ss:

061071110 COUNTY of _) WANATE &

http://mail.google.com/mail/?attid=0.1&disp=vah&view=att&th=1100db3f33731048

01/11/07

The foregoing instrument was acknowledged before me, a Notary Public, in and for said County and State by STEPHEN L. OSTHEIMER, an unmarried person, who stated that the signing of this instrument is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Bradento \(\)

, Florida, this 18th day of January, 2007.

Notary Public

STATE of OHIO)

) ss:

COUNTY of RICHLAND)



The foregoing instrument was acknowledged before me, a Notary Public, in and for said County and State by PAULA K. OSTHEIMER, an unmarried person, who stated that the signing of this instrument is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Mansfield, Ohio,

this 23" day of January, 2007

Saunsia R. Risinger

This instrument prepared by:

Bud Vetter, Esq.

Brown, Bemiller, Murray, McIntyre,

Vetter & Heck, LLP

Mansfield, Ohio

Brandie\barrister\deeds\Warranty Deed - Ostheimer-Menard, Inc.

NOTARY PUBLIC. STATE OF OHIO My Commission Expires Oct. 2, 2008

BK: 1725 PG: 792

Escrow File No.: 061071110

BK: 1725 PG: 793

EXHIBIT "A"

Situated in the City of Ontario, County of Richland and State of Ohio:

Being part of the Southwest Quarter of Section 12, Township 21, Range 19, described as follows:

Beginning at the southwest corner of said quarter; thence North along the west line of said quarter, 1241.5 feet to the centerline of CH 164; thence Easterly along the said centerline and with an interior angle of 91 degrees 17 minutes 825 feet to the principal place of beginning; thence continuing easterly along said centerline 125 feet; thence southerly and with an interior angle of 88 degrees 43 minutes and parallel with the west line of said quarter, 235 feet; thence westerly and parallel with the centerline of CH 164, 125 feet; thence northerly 235 feet to the principal place of beginning, containing 0.67 of an acre, more or less but subject to all legal highways and easements of record.

Parcel #038-60-152-12-000

TRANSFERRED

This Conveyance has been examined and the Grantor has complied with Sec-

CONVEYANCE FEE S.

TRANSFER FEE \$

PATRICK W. DROPSEY, County Auditor

CONDITIONAL APPROVAL FOR THIS TRANSFER, SURVEY CORRECTION FOR NEXT TRANSFER RICHLAND COUNTY TAX MAP OFFICE

INITIAL DATE

200700001111 Filed for Record in RICHLAND SARAH M DAVIS 01-24-2007 At 01:11 pm. DEED DEED 36.00 OR Book 1725 Page 791 -793

200700001111 BARRISTER MARK



BK: 1725 PG: 807

WARRANTY DEED

200700001116
Filed for Record in
RICHLAND
SARAH M DAVIS
01-24-2007 At 01:11 pm.
DEED 52.00
OR Book 1725 Page 807

811

KNOW ALL MEN BY THESE PRESENTS, THAT:

CHARLES LEO GILBERT and MARILYN A. GILBERT, husband and wife, and ROBERT J. HENRY and MARIAN ELIZABETH HENRY, husband and wife, the Grantors, who claim title by or through the instrument recorded in Official Record Volume 152, Page 51 in the County Recorder's Office in Richland County, State of Ohio, for the consideration of Ten Dollars (\$10.00), and other valuable consideration received to their full satisfaction of:

200700001116 BARRISTER

MENARD, INC., a Wisconsin corporation, the Grante GARK

whose tax mailing address is:

4777 Menard Drive

Eau Claire, Wisconsin 54703

do give, grant, bargain, sell, and convey unto the said Grantee, its successors and assigns, the premises described on Exhibit A which is attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns, forever;

and,

Grantors do for themselves and their heirs and assigns, covenant with the said Grantee, its successors and assigns, that at and until the execution of these presents, they are well seized of the above-described premises, have a good and indefeasible estate in Fee Simple, and have good right to bargain and sell the same in manner and form as above written, and the same is free from all encumbrances whatsoever, save and except building and use restrictions, easements and rights of way of record, if any, zoning and other governmental regulations, and real estate taxes and assessments, if any, both general and special, to be prorated to the date of closing, and that they will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands whatsoever subject to the above noted exceptions.

061066110



BK: 1725 PG: 808

IN WITNESS WHEREOF, Grantors have hereunto set their hands, this 23⁴ day of January, 2007.

CHARLES LEO GILBERT

range a gelie

MARILYN A. GILBERT

ROBERT J. HENRY

MARIAN ELIZABETH HENRY

STATE of OHIO

) ss:

COUNTY of RICHLAND)

The foregoing instrument was acknowledged before me, a Notary Public, in and for said County and State by CHARLES LEO GILBERT and MARILYN A. GILBERT, husband and wife, and ROBERT J. HENRY and MARIAN ELIZABETH HENRY, husband and wife, who stated that the signing of this instrument is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Mansfield, Ohio, this 23nd day of January, 2007.

Notary Public

This instrument prepared by:
Bud Vetter, Esq.
Brown, Bemiller, Murray, McIntyre,
Vetter & Heck, LLP
Mansfield, Ohio
Brandie/barrister/deeds/Warranty Deed - Gilbert & Henry-Menard, Inc.

SAUNSIA R. RISINGER
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires
Oct. 2, 2008

EXHIBIT "A"

BK: 1725 PG: 809

Situated in the City of Ontario, County of Richland, State of Ohio and being a part of the Southwest Quarter of Section 12, of Township 21 North, Range 19 West, and being more particularly described as follows:

Beginning for the same at an iron pin found and accepted as marking the southeast corner of said quarter; thence South 88 degrees 56 minutes 57 seconds West with the South line of said quarter, a distance of 443.01 feet to an iron pin set marking the point of intersection of said South line with the northerly right of way line of U.S. Route 30; thence North 66 degrees 40 minutes 32 seconds West with said right of way line, a distance of 438.74 feet to an iron pin set; thence North 00 degrees 18 minutes 56 seconds East a distance of 800.24 feet to an iron pin found; thence North 89 degrees 14 minutes 05 seconds East a distance of 135.57 feet to an iron pin found; thence North 00 degrees 18 minutes 08 seconds East, passing through an iron pin found at 219.88 feet, a total distance of 250.00 feet to a point on the centerline of Walker Lake Road; thence North 89 degrees 14 minutes 05 seconds East with said centerline, a distance of 60.00 feet to a point; thence South 00 degrees 18 minutes 08 seconds West, passing through an iron pin found at 30.17 feet, a total distance of 250.00 feet to an iron pin found; thence North 89 degrees 15 minutes 32 seconds East a distance of 318.16 feet to an iron pin found; thence South 59 degrees 34 minutes 22 seconds East a distance of 385.05 feet to an iron pin found on the East line of said quarter; thence South 00 degrees 19 minutes 00 seconds West with said East line, a distance of 777.56 feet to the place of beginning, containing 17.78 acres, according to survey by Douglas C. Seiler, Professional Surveyor #6869 on January 15, 2007 for Seiler and Craig Surveying, Inc., but subject to the right of way of Walker Lake Road. Iron pins set are 5/8" rods with caps stamped "SEILER AND CRAIG, INC". Bearings are based on an assumed meridian and RICHLAND COUNTY are intended to be used for angular determination only.

NEW SPLIT TAX MAB OFFICE

EAK 1-3HO F-3-425

Situated in the City of Ontario, County of Richland, State of Ohio and being a part of the Southwest Quarter of Section 12, of Township 21 North, Range 19 West, and being more particularly described as follows: Commencing at an iron pin found and accepted as marking the southeast corner of said quarter; thence South 88 degrees 56 minutes 57 seconds West with the South line of said quarter, a distance of 443.01 feet to an iron pin set marking the point of intersection of said South line with the northerly right of way line of U.S. Route 30; thence North 66 degrees 40 minutes 32 seconds West with said right of way line, a distance of 707.64 feet to an iron pin set; thence continuing with said right of way line, North 72 degrees 12 minutes 32 seconds West a distance of 585.80 feet to an iron pin set; thence North 00 degrees 24 minutes 44 seconds East a distance of 519.25 feet to an iron pin set, said iron pin being the place of beginning of the parcel herein described; thence continuing North 00 degrees 24 minutes 44 seconds East, passing through an iron pin found at 207.28 feet, a total distance of 234.78 feet to a point on the centerline of Walker Lake Road; thence South 89 degrees 14 minutes 05 seconds West with said centerline, a distance of 66.24 feet to point; thence South 00 degrees 24 minutes 44 seconds West, passing through an iron pin found at 23.95 feet, a total distance of 234.64 feet to an iron pin found; thence North 89 degrees 21 minutes 19 seconds East a distance of 66.24 feet to the place of

beginning, containing 0.36 of an acre, according to survey by Douglas C. Seiler. Professional Surveyor #6869 on January 15, 2007 for Seiler and Craig Surveying, Inc., but but subject to the right of way of Walker Lake Road.

The grantee, his heirs and assigns do hereby covenant and agree that the parcel of land described by this instrument will not be conveyed by said grantee, heirs, or assigns independently from a contiguous parcel of land without the approval of the City of Ontario Planning Commission.

Iron pins set are 5/8" rods with caps stamped "SEILER AND CRAIG, INC.". Bearings are based on an assumed meridian and are intended to be used for angular determination

NEW SPLIT RICHLAND COUNTY TAX MAP OFFICE

INITIAL

TRACT III:

Situated in the City of Ontario, County of Richland, State of Ohio and being a part of the F-3-427 Southwest Quarter of Section 12 of Township 21 North, Range 19 West, and being more particularly described as follows: Commencing at an iron pin found and accepted as marking the southeast corner of said quarter; thence South 88 degrees 56 minutes 57 seconds West with the South line of said quarter, a distance of 443.01 feet to an iron pin set marking the point of intersection of said South line with the northerly right of way line of U.S. Route 30; thence North 66 degrees 40 minutes 32 seconds West with said right of way line, a distance of 438.74 feet to an iron pin set, the place of beginning of the parcel herein described; thence continuing North 66 degrees 40 minutes 32 seconds West with said right of way line, a distance of 268.90 feet to an iron pin set; thence continuing with said right of way line, North 72 degrees 12 minutes 32 seconds West a distance of 585.80 feet to an iron pin set; thence North 00 degrees 24 minutes 44 seconds East a distance of 404.16 feet to an iron pin found; thence North 89 degrees 13 minutes 10 seconds East a distance of 534.80 feet to an iron pin found; thence North 00 degrees 15 minutes 49 seconds East a distance of 49.92 feet to an iron pin found; thence North 89 degrees 15 minutes 09 seconds East a distance of 135.45 feet to an iron pin found; thence North 00 degrees 09 minutes 15 seconds East a distance of 49.79 feet to an iron pin found; thence North 89 degrees 12 minutes 52 seconds East a distance of 135.67 feet to an iron pin found; thence South 00 degrees 18 minutes 56 seconds West a distance of 800.24 feet to the place of beginning, containing 10.51 acres, according to survey by Douglas C. Seiler, Professional Surveyor #6869 on January 15, 2007 for Seiler and Craig Surveying, Inc., but subject to the right of way of Walker Lake Road.

NEW SPLIT RICHLAND COUNTY TAX MAD DEFICE

DAK 12407 F-3-482

The grantee, his heirs and assigns do hereby covenant and agree that the parcel of land described by this instrument will not be conveyed by said grantee, heirs, or assigns independently from a contiguous parcel of land with road frontage without the approval of the City of Ontario Planning Commission. Iron pins set are 5/8" rods with caps stamped "SEILER AND CRAIG, INC." Bearings are based on an assumed meridian and are intended to be used for angular determination only.

TRACT IV:

Situated in the City of Ontario, County of Richland, State of Ohio and being a part of the Southwest Quarter of Section 12, of Township 21 North, Range 19 West, and being more particularly described as follows: Commencing at an iron pin found and accepted as marking the southeast corner of said quarter; thence South 88 degrees 56 minutes 57 seconds West with the South line of said quarter, a distance of 443.01 feet to an iron pin set on the northerly right of way line of U.S. Route 30; thence with said right of way line the following two courses and distances: (1) North 66 degrees 40 minutes 32 seconds West a distance of 707.64 feet to an iron pin set; (2) North 72 degrees 12 minutes 32 seconds West a

BK: 1725 PG: 810

distance of 585.80 feet to an iron pin found, the place of beginning of the parcel herein described; thence continuing with said right of way line, the following two courses and

- 1. North 72 degrees 12 minutes 32 seconds West a distance of 254.59 feet to an iron pin
- 2. North 62 degrees 05 minutes 16 seconds West a distance of 166.89 feet to an iron pin set

thence North 00 degrees 26 minutes 14 seconds East a distance of 322.85 feet to an iron pin found and accepted as marking an existing corner of a parcel currently owned by Ontario Hospitality Inc. (deed reference: ORV 947, page 341); thence North 63 degrees 49 minutes 11 seconds East with the southerly line of said Ontario Hospitality Inc. parcel, a distance of 83.68 feet to an iron pin found and accepted as marking the southeasterly corner thereof, the same being the southwesterly corner of a parcel currently owned by R. & J. Baker (deed reference: ORV 74, page 614); thence North 89 degrees 21 minutes 19 seconds East with the southerly line of said Baker parcel and the easterly prolongation thereof, a distance of 316.09 feet to an iron pin set on the west line of a parcel currently owned by D. & R. Argo (deed reference: Volume 836, P. 563); thence South 00 degrees 24 minutes 44 seconds West with the West line of said Argo parcel and the southerly prolongation thereof, a distance of 519.25 feet to the place of beginning, containing 4.00 acres, according to survey by Douglas C. Seiler, Professional Surveyor #6869 on January 15, 2007 for Seiler **NEW SPLIT** and Craig Surveying, Inc. Iron pins set are 5/8" rods with caps stamped "SEILER AND COUNTY CRAIG, Inc.". Bearings are based on an assumed meridian and are intended to be used TAX MAR DEFICE for angular determination only. PAL INITIAL

Situated in the City of Ontario, County of Richland, State of Ohio and being a part of the Southwest Quarter of Section 12, of Township 21 North, Range 19 West, and being more particularly described as follows: Commencing at an iron pin found and accepted as marking the southeast corner of said quarter; thence South 88 degrees 56 minutes 57 seconds West with the South line of said quarter, a distance of 443.01 feet to an iron pin set on the northerly right of way line of U.S. Route 30; thence with said right of way line, the following three courses and distances: (1) North 66 degrees 40 minutes 32 seconds West a distance of 707.64 feet to an iron pin set; (2) North 72 degrees 12 minutes 32 seconds West a distance of 840.39 feet to an iron pin set; (3) North 62 degrees 05 minutes 16 seconds West a distance of 166.89 feet to an iron pin set, said iron pin being the place of beginning of the parcel herein described; thence continuing North 62 degrees 05 minutes 16 seconds West with said right of way line a distance of 563.65 feet to an iron pin found; thence North 00 degrees 30 minutes 11 seconds East with the easterly right of way line of Lexington Springmill Road a distance of 178.70 feet to an iron pin found; thence South 55 degrees 00 minutes 00 seconds East a distance of 154.75 feet to an iron pin found; thence South 85 degrees 14 minutes 51 seconds East a distance of 373.49 feet to an iron pin found; thence South 00 degrees 26 minutes 14 seconds West a distance of 322.85 feet to the place of beginning, containing 2.545 acres, according to survey by Douglas C. Seiler, Professional Surveyor #6869 on January 15, 2007 for Seiler and Craig Surveying, Inc. Iron pins set are 5/8" rods with caps stamped "SEILER AND CRAIG, INC.". Bearings are based on an assumed meridian and are intended to be used for angular determination only.

and the Grantor has complied with Si BK: 1725 PG: 811

tion 319.202 of the Ohio Revised Code. 1-24-07 DATE -9854.60 CONVEYANCE FEE \$ TRANSFER FEE S

TRANSFERRED

This Conveyance has been so

PATRICK W. DROPSEY, County Auditor

NEW SPLIT RICHLAND COUNTY TAX MAB OFFICE

INDIAN 1-34-07 F-3-424

200200001968
Filed for Record in
RICHLAND
SARAH M DAVIS
02-14-2008 At 03:22 pm.
EFACOVENANT 68.00
OR Book 1822 Page 311 -



BK: 1822 PG: 311

11 - 317

To be recorded with Deed Records - ORC § 317.08

200800001968 MENARD INC 4777 MENARD DR EAU CLAIRE WI 54703

ENVIRONMENTAL COVENANT

This environmental Covenant is entered into by Menard, Inc. ("Owner") and the Ohio Environmental Protection Agency ("Ohio EPA") pursuant to Ohio Revised Code ("ORC") §§ 5301.80 to 5301.92 for the purpose of subjecting the Property to the activity and use limitations set forth herein.

WHEREAS, the Owner is the owner in fee of certain real property comprising approximately 38.536 acres situated in Richland County, Ohio, containing a portion of an unnamed tributary in the Rocky Fork of the Mohican River watershed (the "Property");

WHEREAS, Owner has proposed to construct a certain project on the Property ("the Project"), which Project impacts certain surface water features located on the Property and the approvals for said Project required that Owner obtain a water quality certification pursuant to Section 401 of the Clean Water Act, 33 U.S.C. §1344 from the Ohio EPA and a Section 404 permit from the Army Corps of Engineers ("the Army Corps");

WHEREAS, in order to mitigate such impacts on the property and as a condition of being issued the 401 water quality certification, Ohio EPA ID No. 062639 (the "401 Certification") and the Section 404 permit, the Army Corps and the Ohio EPA have required that Owner obtain mitigation property and to protect this property in perpetuity with an environmental covenant;

WHEREAS, to meet the conditions in the 401 Certification, Owner will construct and implement the mitigation requirements contained in Menard, Inc.'s 401 Certification and the mitigation plan on a specific area ("the Covenant Area") of the Property;

WHEREAS, the Covenant Area located on the Property possesses substantial value in conserving and protecting the physical, biological and chemical integrity of the Rocky Fork of the Mohican watershed and is important in the protection of the existing or designated use of the waters of the state pursuant to §303 of the Clean Water Act, 33 U.S.C. §1313 and §6111.041 of the Ohio Water Pollution Control Act.

WHEREAS, Owner proposes to fulfill its obligation to ensure the Covenant Area and the Covenant Area's Conservation Values are protected in perpetuity by this Environmental Covenant.

Now therefore. Owner and Ohio EPA agree to the following:

1. <u>Environmental Covenant</u>. This instrument is an environmental covenant developed and executed pursuant to ORC §§ 5301.80 to 5301.92.

- 2. <u>Property</u>. This Environmental Covenant concerns a portion of Lot Number 3350 of Walker Lake Point, in Richland County, Ohio, more particularly, as depicted on Exhibit A attached hereto and hereby incorporated by reference herein (the "Covenant Area")
 - 3. The Owner is the fee simple owner of the Covenant Area.
 - 4. The Owner is the holder of this Environmental Covenant.
- 5. <u>Activity and Use Limitations.</u> As part of the conditions set forth in the 401 Certification issued to Owner and given the conservation values of the Covenant Area, the Owner hereby imposes and agrees to comply with the following activity and use limitations:
 - a. <u>Division</u>: Any division or subdivision of the Covenant Area is prohibited;
 - b. <u>Commercial Activities</u>: Commercial development or industrial activity on the Covenant Area is prohibited;
 - c. <u>Construction</u>: The placement or construction of any man-made modifications such as buildings, structures, fences, roads and parking lots on the Covenant Area is prohibited. Notwithstanding the above, a thirty-six inch (36") storm water pipe may be constructed, reconstructed, replaced, repaired, perpetually operated and maintained along the northerly end of the Covenant Area, as depicted on Exhibit A:
 - d. <u>Cutting Vegetation</u>: Any cutting of trees, ground cover or vegetation, or destroying by means of herbicides or pesticides on the Covenant Area is prohibited;
 - e. <u>Dumping</u>: Waste, garbage and unsightly or offensive materials are not permitted and may not be accumulated on the Covenant Area; and
 - f. <u>Water Courses</u>: Natural water courses and streams and adjacent riparian buffers may not be dredged, straightened, filled, channelized, impeded, diverted or otherwise altered on the Covenant Area.
- 6. Running with the Land. This Environmental Covenant shall be binding upon the Owner and all assigns and successors in interest, including any Transferee, and shall run with the land, pursuant to ORC § 5301.85, subject to amendment or termination as set forth herein. The term "Transferee" as used in this Environmental Covenant, shall mean any future owner of any interest in the Covenant Area or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees, easement holders, and/or lessees.

- processor approximate

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- Compliance Enforcement. Compliance with this Environmental Covenant may be enforced pursuant to ORC § 5301.91 or other applicable law. Failure to timely enforce compliance with this Environmental Covenant or the use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any provision of this Covenant. Nothing in this Environmental Covenant shall restrict the Director of Ohio EPA from exercising any authority under applicable law in order to protect public health or safety or the environment.
- Rights of Access. Owner hereby grants to Ohio EPA, its agents, contractors, and employees and the Holder or its agents the right of access to and upon the Covenant Area in connection with the implementation or Enforcement of this Environmental Covenant.
- Notice upon Conveyance. Each instrument hereafter conveying any interest in the Covenant Area or any portion of the Covenant Area shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be substantially in the following form:

THE	INTEREST	CONVE	EYED	HERE	3Y IS	SUBJECT	TO	AN
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THE !	DEED OR C	DFFICIAL	RECO	ORDS O	F THE		_COU	INTY
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	OWING ACT							

[Restate restrictions from Paragraph 5 of this Covenant]

Owner[s] shall notify Ohio EPA [and any "Holders" other than the Owner] within [ten (10)] days after each conveyance of an interest in any portion of the Covenant Area. Owner's[s'] notice shall include the name and address of the Transferee.

- Representations and Warranties. Owner hereby represents and warrants to the other signatories hereto:
 - that the Owner is the sole owner of the Covenant Area;
 - that the Owner holds fee simple title to the Covenant Area which is r: free, clear and unencumbered;
 - that the Owner has the power and authority to enter into this C. Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder, and

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- d. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document or instrument to which Owner is a party of by which Owner may be bound or affected.
- 11. Amendment or Termination. This Environmental Covenant may be amended or terminated only by consent of all of the following: the Owner or a Transferee, the Holder, and the Ohio EPA, pursuant to ORC § 5301.90 and other applicable law. "Amendment" means any changes to the Environmental Covenant, including the activity and use limitations set forth herein, or the elimination of one or more activity and use limitations when there is at least one limitation remaining. "Termination" means the elimination of all activity and use limitations set forth herein and all other obligations under this Environmental Covenant. Amendment or termination shall not affect Owner's obligations pursuant to the 401 Certification.

This Environmental Covenant may be amended or terminated only by a written instrument duly executed by the Director of Ohio EPA, the Holder, and the Owner or Transferee of the Covenant Area or portion thereof, as applicable. Within thirty (30) days of signature by all requisite parties on any amendment or termination of this Environmental Covenant, the Owner or Transferee shall file such instrument for recording with the Richland County Recorder's Office, and shall provide a true copy of the recorded instrument to Ohio EPA.

- 12. <u>Severability</u>. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 13. <u>Governing Law.</u> This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Ohio.
- 14. <u>Recordation</u>. Within thirty (30) days after the date of the final required signature upon this Environmental Covenant, the Owner shall file this Environmental Covenant for recording, in the same manner as a deed to the property, with the Richland County Recorder's Office.
- 15. <u>Effective Date</u>. The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Covenant Area with the Richland County Recorder.
- 16. <u>Distribution of Environmental Covenant</u>. The Owner shall distribute a file-and date-stamped copy of the recorded Environmental Covenant to: Ohio EPA; the City of Ontario; any Holder; any lessee; each person who signed the Environmental Covenant; each person holding a recorded interest in the Property; and any other person designated by Ohio EPA; <u>see</u> ORC § 5301.83.

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OHIO ENVIRONMENTAL PROTECTION AGENCY

BY: CHRIS KORLESKI

Director

Date: 12/27/017

State of Ohio

SS:

County of Franklin

Before me, a notary public, in and for said county and state, personally appeared CHRIS KORLEST, the Director of Ohio EPA, who acknowledged to me that [he/she] did execute the foregoing instrument on behalf of Ohio EPA.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this 27th day of December, 2001.



Notary Public

NOTARY PUBLIC STATE OF OHIO MY COMMISSION EXPIRES MAY 10, 2009

BK: 1822 PG: 315

PREPARED BY:
Aaron Morrissey
Corporate Counsel
Menard, Inc.
Properties Division
4777 Menard Drive
Eau Claire, WI 54703

17. <u>Notice</u>. Unless otherwise notified in writing by or on behalf of the current owner of Ohio EPA, any document or communication required by this Environmental Covenant shall be submitted to:

Jeffery Boyles, Environmental Specialist 401 Wetland Section Ohio EPA 122 South Front Street P.O. Box 1049 Columbus, Ohio 43216-1049

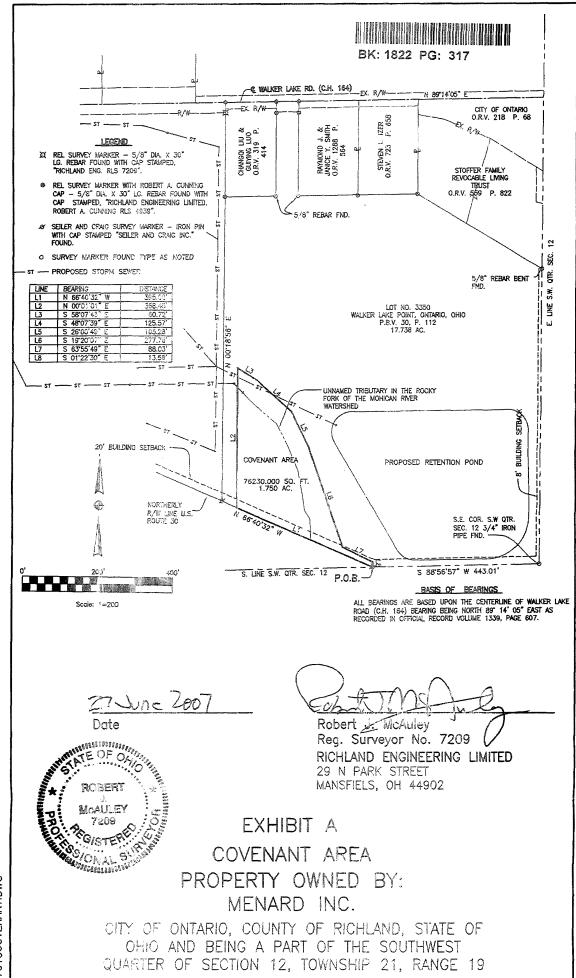
Marv Prochaska, Vice President Menard, Inc. 4777 Menard Drive Eau Claire, WI 54703

IT IS SO AGREED:

18. <u>Counterparts</u>. This Covenant may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Covenant.

The undersigned Owner and Holder represents and certifies that he is authorized to execute this Environmental Covenant.

MENARD, INC.	BK: 1822 PG: 316							
By: Mary Prochaska Vice President	-							
Date: <u>5/11/07</u>	_							
State of Wisconsin)) ss:							
County of Eau Claire) 33.							
Before me, a notary public, in and for said county and state, personally appeared Marv Prochaska, a duly authorized representative of Menard, Inc., who acknowledged to me that he did execute the foregoing instrument on behalf of Menard, Inc.								
IN TESTIMONY WHEREO	F, I have subscribed my name and affixed my official seal							
JULIA M. *** SVVANSON	Notary Public My Commission Expirite October 8, 2007							



DECLARATION OF RESTRICTIONS - MENARD, INC

Tax Increment Financing

This Declaration of Restrictions (the "Declaration") which is to be effective as of the day of November 2007, is entered into by Menard, Inc, ("Owner") a Wisconsin corporation, having a mailing address of 4777 Menard Drive Eau Claire, WI 54703, under the circumstances summarized in the following recitals.

WITNESSETH:

WHEREAS, the Owner has acquired the property described in Exhibit A (the "Property") located in the City of Ontario, Ohio (the "City"); and

WHEREAS, the Owner intends to develop the Property as commercial retail facilities; and

WHEREAS, the City has agreed to construct or cause the construction of a certain improvements, including but not limited to the widening, grading and paving of Walker Lake Road, construction of drainage facilities and installation of traffic signals, (the "Public Improvements"), which Public Improvements will directly benefit the Property; and

WHEREAS, the City has determined that it is necessary and in the best interests of the City to provide for the making of service payments in lieu of taxes by the Owner and any successors in interest with respect to the Property, pursuant to and in accordance with Ohio Revised Code Sections 5709.40(B) and 5709.42 (the "Act"); and the City has passed its Ordinance No 07-24 on June 19, 2007 pursuant to the Act (the "TIF Ordinance"), and declared that 100% of the increase in assessed value of the Property and any individual parcels thereof that will first appear on the tax list and duplicate of real and public utility property after the effective date of the TIF Ordinance is a public purpose and will be exempt from real property taxation for a period of 25 years commencing with the tax year in which the Improvements first appear on the tax list and duplicate of real and public utility property after the effective date of the TIF Ordinance and ending on the earlier of the date on which the "Improvements" as defined in O.R.C. Section 5709.40 have been exempted for 25 years or on the date on which the City has paid those costs of the Public Improvements which are to be paid from money deposited in the Walker Lake Point Municipal Public Improvement Tax Increment Equivalent Fund established pursuant to the TIF Ordinance; and

WHEREAS, to implement the City's TIF Ordinance and the Act, the City and the Owner and Furniture Row, LLC entered, into a Tax Increment Financing and Development Agreement dated as of the 15 day of 100 day, 2007 (the "TIF Agreement"), which TIF Agreement includes covenants by the Owner to make semiannual service payments in lieu of taxes with respect to the Property pursuant to the TIF Ordinance and the Act, and to execute and record this Declaration with respect to the Property.

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{KLW3719.DOC;1}

THIS DOCUMENT DOES NOT REQUIRE TAX MAP APPROVAL MG 5508 NOW, THEREFORE, pursuant to the TIF Agreement, the Owner, as owner of the Property, hereby declares and agrees for itself and any of its successors, and for every successor in interest to the Property, or any individual parcel thereof, as follows:

- 1. For the period that all or part of the "Improvements" with respect to the Property ("Improvements" shall have the meaning as defined in Ohio Revised Code Section 5709.40) are exempt from real property taxation (the "Exemption Period") pursuant to the Act and the TIF Ordinance and any additional ordinances amending or supplementing the TIF Ordinance heretofore or hereafter adopted, the Owner, for itself and any successors in interest to the Property, or any part thereof, hereby agrees to make semiannual service payments in lieu of taxes (the "Service Payments") with respect to the exempted portion of the Improvements pursuant to and in accordance with the requirements of the Act, and pursuant to the TIF Ordinance and any amendments or supplements thereto. Such Service Payments shall be made semiannually to the Richland County Treasurer (or to his designated agent for collection of the Service Payments) on or before the date on which real property taxes would otherwise be due and payable for the Improvements. Each semiannual Service Payment shall be in the same amount as the real property taxes that would have been charged and payable against the exempted portion of the Improvements had an exemption from taxation not been granted. In the event that a portion or portions of the Property are conveyed to a third party, notwithstanding anything contained in this Declaration to the contrary, such third party shall be liable only for making Service Payments with regard to its portion of the Property and no liability or cause of action of any kind shall lie against any owner of a portion of the Property which is predicated on the failure of another owner of another portion of the Property to timely make the applicable Service Payment for such remaining portions of the Property, the intent of this Declaration being not to create joint and several liability for entire Service Payments in the event a portion of the Property is transferred to a third party.
- 2. The Owner agrees that any late Service Payments shall bear interest and shall be subject to penalties at the same rate and in the same amount and payable at the same time as delinquent taxes.
- 3. The Owner agrees for itself and its successors in interest to the Property to prepare and to file in cooperation with the City all necessary applications and supporting documents to obtain the exemption from real property taxation for the Improvements authorized by the Act and the TIF Ordinance, promptly upon completion of each improvement to the Property, to enable Richland County to collect Service Payments thereunder and disburse such payments to the City or, if requested by the City, to assist and cooperate with the City in connection with the City's filing of such application.
- 4. It is intended and agreed that the covenants provided in this Declaration shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by, the City, against the Owner and its successors in interest and title to the Property or any part hereof, including, without limitation, any grantee in a conveyance of the Property or any part thereof through judicial process, whether or not the TIF Agreement remains in effect or whether or not such provision is included by the Owner in any succeeding deed by the Owner to its successors in interest to the Property; provided, however, that (i) upon recordation of a deed effecting the transfer of fee title to the

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Property or any part thereof, the transferor shall have no further obligation for the covenants set forth in this Section for payments accruing after that date and (ii) no liability or cause of action of any kind shall lie against any owner of a portion of the Property which is predicated on the failure of another owner of another portion of the Property to timely make the applicable Service Payment for such remaining portions of the Property, the intent of this Declaration being not to create joint and several liability for entire Service Payments in the event a portion of the Property is transferred to a third party. It is further intended and agreed that these agreements and covenants shall remain in effect for the full period of exemption permitted in accordance with the requirements of the Act and the City's TIF Ordinance and any other ordinances enacted pursuant thereto.

Such covenants running with the land shall have priority over any other lien or encumbrance on the Property.

5. This Declaration shall terminate upon the expiration of the Exemption Period referred to in Section 1 hereof and the full payment of all Service Payments payable with respect to such Exemption Period. This Declaration will terminate no later than March 31, 2033.

IN WITNESS WHEREOF, the Owner has caused this Declaration to be executed and delivered by its duly authorized officers as of the Sth day of November, 2007.

MENARD, INC.

STATE OF OTHO Ear Claire) SS:

COUNTY OF RICHLAND

On this State day of November, 2007, before me a Novary Public in and for said County and State, personally appeared Maro Prochagher being the Will President of MENARD, INC. who acknowledged the execution of the foregoing instrument as the duly authorized officer thereof, and that the same is his voluntary act and deed as said officer and the voluntary act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and official seal at Omario, Onio on the day and year aforesaid.

Ean Claire, Wisconsin

This Instrument Prepared by: Kristopher L. Wahlers

Calfee, Halter & Griswold LLP 21 East State Street Columbus, Ohio 43215

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 3345, 3346, 3348, and 3349 of Walker Lake Point situated in the City of Ontario, County of Richland, State of Ohio, and being part of the Southwest Quarter of Section 12, Township 21, Range 19

Having the permanent parcel numbers of:

038 60 152 12001 038 60 152 12002 038 60 152 12004 038 50 152 12005

TRANSFER NOT NECESSARY PATRICK W. DROPSEY, County Auditor

NC

BK: 1840 PG: 177

200800005979
Filed for Record in
RICHLAND
SARAH M DAVIS
05-05-2002 At 12:01 pm.
RESTPROCOV 52.00
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200800005979 THOMAS REBECCA FILE